Memorandum of Understanding Between The Evergreen State College (Employer or Evergreen) And The Washington Federation of State Employees (Union) Classified Employees

During master agreement negotiations of the 2019-2021 classified employees' collective bargaining agreement, the Parties agreed that it is important that Evergreen provide educational benefits to permanent status employees. The Parties also agreed that the current educational benefits program needed to be updated to enable Evergreen to comply with statutory authority and remain fiscally viable. Furthermore, the Parties agree that both parties value professional development opportunities, life-long learning opportunities and educational attainment for Evergreen employees. Therefore, the Parties agree to modify Article 9.5, Training and Employee Development, of the 2019-2021 classified employees' collective bargaining agreement to read as follows:

ARTICLE 9

TRAINING AND EMPLOYEE DEVELOPMENT

- 9.1 The Employer and the Union recognize the value and benefit of education and training designed to enhance an employee's ability to perform their job duties. Training and employee development opportunities will be provided to employees in accordance with Employer policies and available resources.
- 9.2 Attendance at employer-required training will be considered time worked. The Employer will make reasonable attempts to schedule employer-required training during an employee's regular work shift. The Employer will pay the registration, and associated travel costs in accordance with Article 23, Travel, for employer-required training.

9.3 Master Agreement Training

- A. The Employer and the Union agree that training for managers, supervisors and union stewards responsible for the day-to-day administration of this Agreement is important.
- B. The Union will present the training to current union stewards. Union stewards will be released with pay on one (1) occasion for up to four (4) hours to attend the training. In addition, Union stewards will be allowed up to thirty (30) minutes for travel time to and from the training, if needed. The training and travel time will be considered time worked for those union stewards who attend the training during their scheduled work shift. Union stewards who attend the training during their non-work hours will not be compensated for training and/or travel time. The parties will agree on the date, time, number and names of stewards attending the session.

Additional release time and/or travel time may be provided in accordance with Article 40.8.

- C. The Union will provide training to employees covered under this Agreement. The Union will notify the Employer of the date and time for training related to this Agreement. The Employer will provide an employee paid release time on one (1) occasion for up to two (2) hours to attend the union-offered training. The employee must obtain prior approval from their supervisor before attending the training related to this Agreement by submitting a leave request for union paid release time.
- D. The Employer will provide training to supervisors and managers on this Agreement.
- 9.4 Employees may communicate their education and skill development training desires annually through the performance evaluation process.

9.5 Educational Benefits

The Employer agrees to provide educational benefits to employees that are in permanent status as of the first day of the quarter they are registering in accordance with the Employer's space-available tuition waiver policy and employee 50% operating fee tuition waiver policy, in accordance with Appendix XXto include:-

A. Tuition Waivers

1. Space – Available Tuition Waiver

The Employer will permit the waiver of tuition for up to four (4) credit hours per quarter in undergraduate curriculum or graduate-level courses, on a space-available basis, provided that the employee pays a one hundred dollar (\$100) fee each quarter the benefit is used.

Degree-seeking Evergreen employees who were enrolled during the regular academic year 2019-2020 will be grandfathered in under the former Employer tuition waiver program.

2. Employee 50% Operating Fee Tuition Waiver

Degree-seeking, permanent status employees who wish to enroll for more than four (4) credits per quarter, or who otherwise want to enroll beyond the parameters of the space-available tuition waiver, are eligible for the employee 50% operating fee waiver. The details of this program are located in the Employer's employee 50% operating fee waiver policy.

B. Release Time

In addition to Article 9.5 A above, employees will be approved for paid release time for the lesser of ten percent (10.0%) or four (4) hours of time worked each week to attend classes, scheduled programs, or conferences with faculty that are not available at other times. While every effort will be made to accommodate the

employee's request, these hours may be restricted if business needs conflict. Additional time may be taken as approved leave.

9.6 New Employee Orientation/On-Boarding and Access to New Employees

- A. The Employer will provide the Union reasonable access to new employees to present information about the employee's bargaining unit for thirty (30) minutes in duration. Reasonable access means:
 - 1. Access to new employees will occur within ninety (90) calendar days of the employee's start date in the bargaining unit,
 - 2. During the new employee's regular work hours, and
 - 3. At the employee's regular worksite (i.e., the Olympia Campus or the Tacoma Program).
- B. When the Employer provides a formal or informal new employee orientation program, the Union will be provided access to new employees during the formal or informal new employee orientation in accordance with Article 9.5.A above.
- C. When the Employer provides new employee orientation on-line, the Employer agrees to provide each new employee with an orientation package provided by the Union. In addition, at a time and location mutually agreed to by the Employer and the Union, the Union will be provided access to new employees in accordance with Article 9.5.A above.
- D. No employee will be required to attend the meetings or presentations given by the Union.

Agreed this 22nday of September, 2020

The Evergreen State College

Laurel R. Uznanski, Chief Negotiator

Washington Federation of State Employees

Ron Heley, Chief Negotiator