

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES**

Union Access to New Employees

Senate Bill 6229 modified RCW 41.80 regarding Exclusive Bargaining Representatives— New Employee Access effective June 7, 2018. The parties agree to modify Article 39 Union Activities of the 2017-2019 Collective Bargaining Agreement to incorporate changes in the law, as follows:

**ARTICLE 39
UNION
ACTIVITIES**

39.1 Staff Representatives

A. Notification and Recognition

1. The Union will provide the Employer with a written list of staff representatives, their geographic jurisdictions and the appropriate contacts for each agency.
2. The Employer will recognize any staff representative on the list.
3. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

B. Access (excluding Department of Corrections – Community Corrections bargaining unit and Department of Social and Health Services – Special Commitment Center)

1. Staff representatives may have access to the Employer's offices or facilities in accordance with agency policy to carry out representational activities.
2. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the agency.
3. In accordance with Section 39.3 below, staff representatives and bargaining unit employees may also meet in non-work areas during the employee's meal periods, rest periods, and before and after their shifts.

C. Access for Department of Corrections -- Community Corrections bargaining unit and Department of Social and Health Services – Special Commitment Center only

1. Staff representatives may have access to the Employer's offices or facilities in accordance with agency policy to carry out representational activities provided:
 - a. The representative notifies local management prior to his or her arrival,
 - b. It does not interrupt the normal operations of the office or facility, and
 - c. National Crime Information Center (NCIC) checks have been completed and the representative is cleared for access into the office or facility.
2. In accordance with Section 39.3 below, staff representatives and bargaining unit employees may also meet in non-work areas during the employee's meal periods, rest periods, and before and after their shifts.

39.2 Union Stewards

- A. The Union will provide the Employer with a written list of current union stewards and the office, facility or geographic jurisdiction for which they are responsible. The Union will maintain the list. A steward may represent any employee who works in the same agency in the same office, facility or geographic jurisdiction as the steward and is in a bargaining unit represented by WFSE. The Employer will not recognize an employee as a union steward if his or her name does not appear on the list.
- B. Union stewards will be granted reasonable time during their normal working hours, as determined by the Employer, to prepare for and attend meetings scheduled by Management within the steward's office, facility or geographic jurisdiction in bargaining units represented by WFSE for the following representational activities:
 1. Investigatory interviews and pre-disciplinary meetings, in accordance with Article 27, Discipline;
 2. Union Management Communication Committees and other committee meetings if such committees have been established by this Agreement; and/or

3. Informal grievance resolution meetings, grievance meetings, alternative dispute resolution sessions, mediation sessions and arbitration hearings held during their work time.

In addition, Union stewards will be provided a reasonable amount of time during their normal working hours, as determined by the Employer, to investigate and process grievances through the agency head level within the steward's office, facility or geographic jurisdiction in bargaining units represented by the WFSE.

- C. Union stewards will be allowed reasonable time, as determined by the Employer, to travel to and from management scheduled investigatory interviews, pre-disciplinary meetings, informal grievance resolution meetings, grievance meetings, mediation sessions, and alternative dispute resolution meetings conducted during their normal work hours. Time spent traveling during the employee's non-work hours in order to attend the meetings will not be considered time worked. A steward may be authorized by his or her supervisor to adjust his or her work schedule, take leave without pay, compensatory time, exchange time or vacation leave to travel to and from an arbitration hearing and/or union management communication committee meeting.
- D. In both Subsections 39.2 B and C above, the union steward must obtain prior approval from his or her supervisor to prepare for and/or attend any meeting during his or her work hours. All requests must include the approximate amount of time the steward expects the activity to take. Any agency business requiring the steward's immediate attention will be completed prior to attending the meeting. With prior notification to the Employer, off-duty stewards will have access to the worksite to perform representational duties as long as the worksite is open and/or operational and there are no other reasons to preclude such access. Time spent preparing for and attending meetings during the union steward's non-work hours will not be considered as time worked. Union stewards may not use state vehicles to travel to and from a work site in order to perform representational activities, unless authorized by the agency.
- E. If the amount of time a union steward spends performing representational activities is unduly affecting his or her ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified.

39.3 Use of State Facilities, Resources and Equipment

A. Meeting Space and Facilities

The Employer's offices and facilities may be used by the Union to hold meetings, subject to the agency's policy, availability of the space and with prior authorization of the Employer.

B. Supplies and Equipment

The Union and employees covered by this Agreement will not use state-purchased supplies or equipment to conduct union business or representational activities. This does not preclude the use of the telephone, or similar devices that may be used for persons with disabilities, for representational activities if there is no cost to the Employer, the call is brief in duration and it does not disrupt or distract from agency business.

C. E-mail, Fax Machines, the Internet, and Intranets

The Union and employees covered by this Agreement will not use state-owned or operated e-mail, fax machines, the internet, or intranets to communicate with one another, except as provided in this agreement. Employees may use state operated e-mail to request union representation. Union representatives and stewards may use state owned/operated equipment to communicate with the affected employees and/or the Employer for the exclusive purpose of administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 29, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:

1. Result in little or no cost to the Employer;
2. Be brief in duration and frequency;
3. Not interfere with the performance of their official duties;
4. Not distract from the conduct of state business;
5. Not disrupt other state employees and will not obligate other employees to make a personal use of state resources;
6. Not compromise the security or integrity of state information or software; and
7. Not include general communication and/or solicitation with employees.

The Union and its stewards will not use the above referenced state equipment for union organizing, internal union business, advocating for or against the Union in an election or any other purpose prohibited by the Executive Ethics Board. Communication that occurs over state-owned equipment is the property of the Employer and may be subject to public disclosure.

39.4 Information Requests

- A. The Employer agrees to provide the Union, upon written request, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement.
- B. The Employer will acknowledge receipt of the information request and will provide the union with a date by which the information is anticipated to be provided.
- C. When the Union submits a request for information that the Employer believes is unclear or unreasonable, or which requires the creation or compilation of a report, the Employer will contact the Union staff representative and the parties will discuss the relevance, necessity and costs associated with the request and the amount the Union will pay for receipt of the information.

39.5 Agency Policies

Agencies will provide to the Union any new human resources related policies affecting represented employees or updates to existing human resource related policies affecting represented employees during the term of the Agreement.

39.6 Bulletin Boards and Newsstands

The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. In bargaining units where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with adequate bulletin board space in convenient places. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethic laws, and identified as union literature. Union communications will not be posted in any other location in the agency. If requested by the Union, the Employer will identify areas where Union provided newsstands can be located in their offices/facilities.

In the State Operated Living Alternatives (SOLA) program residences within the Department of Social and Health Services, the Employer will make available a three-ring binder that is designated for union materials. Materials in the binder will be appropriate to the workplace, politically non-partisan, in compliance with state ethic laws, and identified as union literature. Union materials may be distributed to the SOLA binders in accordance with Section 39.7 of this Article.

39.7 Distribution of Material

An employee will have access to his or her work site for the purpose of distributing information to other bargaining unit employees provided:

- A. The employee is off-duty;
- B. The distribution does not disrupt the Employer's operation; and

- C. The distribution will normally occur via desk drops or mailboxes, as determined by the Employer. In those cases where circumstances do not permit distribution by those methods, alternative areas such as newsstands, lunchrooms, break rooms and/or other areas mutually agreed upon will be utilized.
- D. The employee must notify the Employer in advance of his or her intent to distribute information.
- E. Distribution will not occur more than twice per month, unless agreed to in advance by the Employer.

39.8 WFSE Council President and Vice-President

A. Leave of Absence

Upon request of the Union, the Employer will grant leave with pay for the WFSE Council President and Vice-President for the term of his or her office. The Union will reimburse the Employer for the "fully burdened costs of the positions" the Employer incurs as a result of placing the Council President and Vice-President on leave with pay during the period of absence. The Union will reimburse the agency(ies) by the 20th of each month for the previous month.

B. Leave Balances

The President and Vice-President will accrue vacation and sick leave during the period of absence; however, when the President and Vice-President return to state service his or her leave balances will not exceed his or her leave balances on the date the period of absence commenced. If the President or Vice-President retire or separate from state service at the end of the period of absence, his or her leave balances will not exceed his or her leave balances on the date the period of absence commenced. Reporting of leave will be submitted to the agency(ies). All leave requests will be submitted within the required time limits.

C. Indemnification

The Union will defend, indemnify and hold harmless the Employer for any and all costs including attorneys fees, damages, settlements, or judgments, or other costs, obligations, or liabilities the Employer incurs as a result of any demands, claims, or lawsuits filed against the Employer arising out of or in relation to actions taken by the President or Vice-President, or their status as President or Vice-President, during the period of absence.

D. Return Rights

The President and Vice-President will have the right to return to the same position or in another position in the same job classification and the same geographic area as determined by the Employer, provided such

reemployment is not in conflict with other articles in this agreement. If the job classification of the position in which the President and/or Vice-President has return rights to has been abolished or revised, a crosswalk to the class series will be used to identify his or her return rights. Any layoff as a result of the return will be processed in accordance with Article 34, Layoff and Recall. The employee and the Employer may enter into a written agreement regarding return rights at anytime during the leave. The period of leave will not impact the employee's seniority date.

39.9 Time Off for Union Activities

- A. Union designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions. The employee's time off will not interfere with the operating needs of the agency as determined by management. If the absence is approved, the employees may use accumulated compensatory time, vacation leave, exchange time, or personal holiday in accordance with Article 10, Holidays, instead of leave without pay. However, employees must use compensatory time prior to their use of vacation leave, unless the use would result in the loss of their vacation.

- B. The Union will give the Employer a written list of the names of the employees it is requesting attend the above listed activities at least fourteen
(14) calendar days prior to the activity.

39.10 Temporary Employment with the Union

With thirty (30) calendar days' notice, unless agreed otherwise, employees may be granted leave without pay to accept temporary employment with the Union of a specified duration, not to exceed twelve (12) months, provided the employee's time off will not interfere with the operating needs of the agency. The returning employee will be employed in a position in the same job classification and the same geographical area, as determined by the Employer.

39.11 Access To New Employees Orientation

Within ninety (90) days of a new employee's start date in a Union bargaining unit position, the Employer will provide the Union access to the employee during the employee's regular work hours to present information about the Union. This access will be provided at the employee's regular worksite, or at a location mutually agreed to by the Employer and the Union and will be for no less than thirty (30) minutes. No employee will be required to attend the meetings or presentations given by the Union.

- A. Formal-Group New Employee Orientation Program (in person)

When an agency provides a formal-new employee orientation program for ~~new employees in a group setting~~, the Union will be given an opportunity to have a union steward and/or staff representative speak to the class for ~~not more no less than~~ thirty (30) minutes to provide information about the Union and the Master Agreement.

B. Other New Employee Orientations

When an agency provides formal-new employee orientation on-line, ~~or one-on-one, new employee orientation~~, or does not provide a formal-new employee orientation, the Union will be given the opportunity to:

1. Make an appointment with the new employee for ~~not more no less than fifteen (15)~~ thirty (30) minutes; and
2. Have a union steward and/or staff representative speak to the new employee to provide information about the Union and the Master Agreement.

39.12 Demand to Bargain – Release Time and Travel

- A. The Employer will approve paid release time for up to three (3) employee representatives who are scheduled to work during the time negotiations are being conducted. The Employer will approve compensatory time, vacation leave, exchange time or leave without pay for additional employee representatives provided the absence of the employee does not create significant and unusual coverage issues. The Union will provide the Employer with the names of its employee representatives at least ten (10) calendar days in advance of the date of the meeting.
- B. The Employer will approve compensatory time, vacation leave, exchange time or leave without pay for employee representatives to prepare for and to travel to and from negotiations.
- C. No overtime, compensatory time or exchange time will be incurred as a result of negotiations, preparation for and/or travel to and from negotiations.
- D. The Union is responsible for paying any travel or per diem expenses of employee representatives. Employee representatives may not use state vehicles to travel to and from a bargaining session, unless authorized by the agency for business purposes.

39.13 2019 – 2021 Master Agreement Negotiations

A. Release Time

The Employer will approve paid release time in aggregate of two hundred- fifty (250) days for all union bargaining team members for formal negotiations. Upon exhaustion of this bank, the Union may request the parties meet and discuss additional paid release time for

Union team members. The Employer will approve miscellaneous paid leave for all remaining formal negotiation sessions and for all travel to and from the sessions for Union team members provided the absence of the employee for negotiations does not create significant and unusual coverage issues. The Union will reimburse the Employer for the "fully burdened costs" of this miscellaneous paid leave for all team members not on paid release time per this article. The Union will reimburse the agency(ies) by the 20th of each month for the previous month. Per diem and travel expenses will be paid by the WFSE for Union team members. No overtime, compensatory time or exchange time will be incurred as a result of negotiations and/or travel to and from negotiations.

B. Confidentiality/Media Communication

1. Bargaining sessions will be closed to the press and the public unless agreed otherwise by the chief spokespersons.
2. No proposals will be placed on the parties' web sites.
3. The parties are not precluded from generally communicating with their respective constituencies about the status of negotiations while they are taking place.
4. There will be no public disclosure or public discussion of the issues being negotiated until resolution or impasse is reached on all issues submitted for negotiations.

This MOU will become effective June 7, 2017.


Dated May 24, 2018

For the Employer



John Vencill, Labor Negotiator

For the Union



Amy Spiegel, Director of Negotiations