ARTICLE 26

LEAVE WITHOUT PAY

26.1 Mandatory Leave Without Pay

Leave without pay will be granted for the following reasons:

A. Family and Medical Leave (Article 24);

B. Compensable work-related injury or illness leave;

C. Military leave;

D. Volunteer firefighting leave;

E. Family Military Leave; and

F. Domestic Violence Leave.

26.2 Permissive Leave Without Pay

Leave without pay may be granted for the following reasons:

A. Educational Leave;

B. Governmental Service Leave (not to exceed two (2) years) may be granted for service in the public interest, including but not limited to search and rescue and community emergency response;

C. Child Care and Elder Care Emergency Leave;

D. U.S. Public Health Service and Peace Corps leave;

E. Leave necessary to reasonably accommodate a disability as required by State or Federal law;

F. Leave taken voluntarily to reduce the effect of a layoff (Article 35);

G. Leave to serve as a Union Business Representative, to serve in collective bargaining negotiations, or to serve on the Grievance Resolution Panel;

H. Conditions applicable for leave with pay; and

I. As otherwise provided for in this Agreement.

26.3 Time Limitations

Permissive leave without pay for reasons specified in Section 26.2 will be limited to twelve (12) months or fewer in any consecutive five (5) year period, except education and governmental service leave.

26.4 Returning Employee Rights

Employees returning from authorized leave without pay will be employed in the same position or in another position in the same job classification and the same geographical area, as determined by the Employer, provided that such return to employment is not in conflict with other articles in this Agreement.

26.5 Compensable Work-Related Injury or Illness Leave

An employee who sustains a work-related injury or illness that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation, including shared leave in accordance with Article 25, Shared Leave. Employees who take sick leave during a period in which they receive time-loss compensation will receive full sick leave pay, minus

any time-loss benefits. Employees who take vacation leave or who use compensatory time during a period in which they receive time-loss compensation will receive full vacation leave pay or compensatory time in addition to any time loss payments, unless the employee is receiving assault benefit compensation equal to full pay.

26.6 Childcare and Elder Care Emergencies

Leave without pay may be granted for childcare or elder care emergencies and is limited to a maximum of three (3) days per calendar year. Paid leave may also be used for childcare and elder care emergencies, subject to the limitations above.

26.7 Volunteer Firefighting Leave

Leave without pay will be granted when an employee who is a volunteer firefighter is called to duty to respond to a fire, natural disaster or medical emergency.

ARTICLE 27

SEVERE INCLEMENT WEATHER/NATURAL DISASTER LEAVE

27.1 Release and/or Reassignment

If the Employer determines that an institution, office, or work location is non-operational due to severe inclement weather or natural disaster, the Employer may release non-emergency employees with no loss of pay during the disruption of service or may temporarily layoff employees in accordance with the terms of this Agreement. Non-emergency employees may be reassigned to a similar position at locations within a reasonable driving distance from the non-operational location during the disruption of services.

27.2 No Additional Compensation

Employees who work their normal hours during the disruption will not receive additional compensation.

27.3 Grace Period and Leave Usage for Tardiness

Employees who report to work late due to severe inclement weather or natural disaster will be allowed up to one (1) hour of paid time. If a work location remains fully operational but an employee is unable to report to work or remain at work because of severe inclement weather or a natural disaster or an employee is late in excess of one (1) hour, the employee may elect to use the following in the order listed:

A. Compensatory time;
B. Accrued vacation leave;
C. Accrued sick leave, up to a maximum of three (3) days in any calendar year.

An employee will only be allowed to use sick leave if he/she has no compensatory time or vacation leave balance. Upon request, employees will be approved to use leave without pay in lieu of vacation or sick leave.

ARTICLE 28

FITNESS FOR DUTY AND DISABILITY SEPARATION

28.1 Disability Separation

The Agency may separate an employee if the employee requests separation due to disability, or when the agency has medical documentation demonstrating that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory or physical disability which cannot be reasonably accommodated and when there is no other available position that the employee can perform with or without a reasonable accommodation. The disability separation will be conducted consistent with Agency policy.

28.2 Reemployment

An employee separated due to disability will be placed in the General Government Transition Pool Program if he/she submits a written request for reemployment and has met the reemployment requirements of the WAC regulations relating to reemployment and reasonable accommodation.

28.3 Grievance Process

Disability separation is not a disciplinary action. An employee who has been involuntarily separated due to disability may grieve his/her disability separation in accordance with Article 9.

ARTICLE 29

PERSONNEL AND WORKING FILES

29.1 Personnel File and Working File

The Employer will maintain an official personnel file for each employee. The immediate supervisor may also keep a working file for annual performance evaluation purposes. All working file material will be purged after completion of the employee's annual performance evaluation. The Employer will maintain an official personnel file for each employee in accordance with agency policy.

29.2 Personnel and Working File Material

A. Employees must be provided with a copy of all material placed in their official personnel file related to their job performance. Material placed into the supervisor's working file related to job performance will be brought to the employee's attention. The employee may provide a written rebuttal to any information in the file that the employee considers objectionable. All material placed in the employee's personnel file relating to misconduct will be removed when the employee has been fully exonerated of wrongdoing. In all other cases, an employee may request that the Appointing Authority remove material one (1) year after issuance. The Employer may retain the removed information in a legal defense file and it will only be used or released when required by a regulatory agency (acting in their regulatory capacity), in the defense of an appeal or legal action, or as otherwise required by law.

B. Written reprimands will be removed from an employee's personnel file after two (2) years if:

1. The employee submits a written request for its removal; and
2. Circumstances do not warrant a longer retention period; or
3. There has been no subsequent discipline.

C. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after two (2) years will be removed after five (5) years if:

1. The employee submits a written request for its removal; and
2. Circumstances do not warrant a longer retention period; or
3. There has been no subsequent discipline.

29.3 Information and Access

Employees have the right to access their own personnel file and the working file maintained by the supervisor. Before any representative of the employee will be granted access to an employee's personnel file, the employee must provide written authorization. The employee and/or representative may not remove any contents of the employee's personnel file. However, an employee and/or representative may request copies of materials in the personnel file or working file maintained by the supervisor. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee and/or representative.

29.4 Disclosure of Personnel File Information

Upon receipt of any court order, subpoena or public disclosure request seeking documents from an employee's personnel file, the Employer will notify the employee. In such circumstances, the Appointing Authority or designee will provide the affected employee with a copy of the order, subpoena or request. Upon request, the employee will immediately be provided a copy of the documents from the personnel file to be disclosed in advance of its disclosure so that the employee may seek a protective order for the information.

ARTICLE 30

PERFORMANCE EVALUATIONS

30.1 Objective

The performance evaluation process gives supervisors an opportunity to discuss performance goals with their employees and review their performance with regard to those goals. Supervisors should then provide support to employees in their professional development, so that skills and abilities can be aligned with agency requirements. The purpose of the evaluation is to inform the employee of the supervisor's perception of the employee's job performance and to enhance communication between the employee and supervisor. Performance evaluations should be substantive in their review of an employee's performance.

30.2 Frequency

Employee work performance will be evaluated prior to the completion of his/her probationary and trial service periods and at least annually thereafter. The annual evaluation will be completed during the sixty (60) day period following the employee's anniversary date. The evaluation will be considered completed on the date it is signed by the evaluating supervisor.

30.3 Process

Immediate supervisors will meet with employees at the start of their review period to discuss performance standards. Discussions between the employee and the supervisor will occur throughout the evaluation period, in order to recognize accomplishments and address performance issues in a timely manner. Employees will receive copies of their performance standards as well as notification of any modifications made during the

review period. Performance discussions will be conducted in a confidential setting.

30.4 Documentation and Review

The performance evaluation process will include, but not be limited to, a written performance evaluation on forms used by the Employer, the employee's signature acknowledging receipt of the forms, and any comments or rebuttal by the employee. A copy of the performance evaluation will be provided to the employee at the time of the review. Upon request, the employee will be entitled to Union representation during such review. The role of the representative is that of an observer and advisor to the employee. The original performance evaluation forms, including the employee's comments or rebuttal, will be maintained in the employee's personnel file.

30.5 Grievance Rights

The evaluation process is subject to the grievance procedure. However, the specific contents of performance evaluations are not subject to the grievance procedure.