

ARTICLE 17
MISCELLANEOUS LEAVE

17.1 Leave with pay will be allowed during scheduled work time:

A. For participating in life-giving procedures or blood, platelets, fluid, or plasma donations, subject to [Section 17.3](#);

B. When required to report for jury duty service, subject to [Section 17.4](#);

C. To appear in court or an administrative hearing, subject to [Section 17.5](#);

D. For twenty-one (21) days for active duty or active duty training, subject to [Section 17.6](#);

E. For bereavement leave, subject to [Section 17.7](#);

F. To allow an employee to receive an assessment through the Employee Assistance Program, subject to [Section 17.8](#); and

G. For examinations or interviews with a state Employer during scheduled work hours subject to [Section 17.9](#).

H. For Vaccination Leave, as specifically provided for in Section 17.13.

I. For Wildfire Disaster Leave, as specifically provided for in Section 17.14.

17.2 Subject to Employer approval, leave with pay may be allowed during scheduled work time for an employee to perform civil duties as a volunteer, including but not limited to firefighting, or search and rescue efforts.

17.3 Leave for Life-Giving Procedures or Leave for Blood, Platelet, Fluid, or Plasma Donations

A. Leave for Life-Giving Procedures

1 When approved, employees will receive paid leave, not to exceed thirty (30)
2 working days in a two (2) year period, for participating in and any
3 subsequent incapacity to work due to recovery from life-giving procedures.
4 Such leave shall not be charged against sick leave or annual leave, and use
5 of leave without pay is not required.

6 “Life-giving procedure” is defined as a medically supervised procedure
7 involving the testing, sampling, or donation of organs, tissues, and other
8 human body components for the purposes of donation, without
9 compensation, to a person or organization for medically necessary
10 treatments. “Life giving procedure” does not include the donation of blood,
11 platelets, fluids, or plasma. Employees will provide reasonable advance
12 notice and written proof from an accredited medical institution, physician,
13 or other medical professional that the employee participated in a life-giving
14 procedure. The notice will include any expected duration of incapacity to
15 work for recovery purposes. Agencies may take into account program and
16 staffing replacement requirements in the scheduling of leave for life-giving
17 procedures and any subsequent recovery.

18 B. Leave for Blood, Platelet, Fluid, or Plasma Donations

19 When approved, employees will receive paid leave, not to exceed five (5)
20 working days in a two (2) year period, for the donation of blood, platelets,
21 fluids, or plasma to a person or organization for medically necessary
22 treatments. The Employer may approve additional days through the use of
23 accrued paid leave. Employees will provide reasonable advance notice and
24 written proof from an accredited medical institution, physician, or other
25 medical professional that the employee participated in the donation
26 procedure. Agencies may take into account program and staffing
27 replacement requirements in the scheduling of leave for these donations.

1 **17.4 Jury Duty**

2 The Employer may require documentation or verification of jury service.
3 Employees are allowed to keep any compensation they receive for serving as a
4 member of a jury in addition to their regular pay.

5 **17.5 Respond to Subpoena**

6 A subpoenaed employee will receive leave with pay, during scheduled work time,
7 to appear in court or an administrative hearing to testify about a job-related matter
8 unless they are a party in the matter or have an economic interest in the matter. The
9 Employer may grant leave with pay during scheduled work time, when an employee
10 is subpoenaed for other legal proceedings unrelated to the personal and financial
11 matters of the employee. The employee will provide a copy of the subpoena to the
12 Employer when requesting leave.

13 **17.6 Military Leave**

14 In accordance with RCW 38.40.060, employees will be entitled to military leave
15 with pay not to exceed twenty-one (21) working days during each year, beginning
16 October 1 and ending the following September 30, in order to report for required
17 military duty, when called, or to take part in training or drills including those in the
18 National Guard or state active status. In addition to twenty-one (21) days of paid
19 leave granted to employees each year (October 1 through September 30) for
20 required military duty or to take part in training or drills including those in the
21 National Guard or state active status, uUnpaid military leave will be granted in
22 accordance with [RCW 38.40.060](#) and applicable federal law. Employees on
23 military leave will be reinstated as provided in [RCW 73.16](#) and applicable federal
24 law.

1 **17.7 Bereavement Leave**

2 A. An employee is entitled to ~~threefive~~ (35) days of paid bereavement leave if
3 a family member or household member dies or for loss of pregnancy, as
4 defined in Subsection 17.7 D. An employee may request less than ~~threefive~~
5 (~~35~~) days of bereavement leave.

6 B. The Employer may require verification of the family member's or
7 household member's death.

8 C. In addition to paid bereavement leave, the Employer may approve an
9 employee's request to use compensatory time, sick leave, vacation leave,
10 exchange time, personal holiday or leave without pay for purposes of
11 bereavement and in accordance with this Agreement.

12 For purposes of this Section: ~~family members are those defined in Article~~
13 ~~12, Section 12.2 K.1 and household members are defined in Article 12,~~
14 ~~Section 12.2 K.3.~~

15 1. Family member means a child, grandchild, grandparent, parent,
16 sibling, or spouse of an employee, and also includes any individual
17 who regularly resides in the employee's home or where the
18 relationship creates an expectation that the employee care for the
19 person, and that individual depends on the employee for care.
20 "Family member" includes any individual who regularly resides in
21 the employee's home, except that it does not include an individual
22 who simply resides in the same home with no expectation that the
23 employee care for the individual.

24 2. Child means a biological, adopted, or foster child, stepchild,
25 grandchild, or child who the parent stands in loco parentis, is a legal
26 guardian or is de facto parent, regardless of age or dependency.

1 3. Parent means a biological, adoptive, de facto, or foster parent,
2 stepparent, or legal guardian of an employee or the employee's
3 spouse or registered domestic partner, or person who stood in loco
4 parentis when the employee was a minor child.

5 4. Spouse means husband, wife, or state registered domestic partner as
6 defined by RCW 26.60.

7 5. Grandparent means a parent of the employee's parent.

8 6. Grandchild means a child of the employee's child.

9 D. For loss of pregnancy, a qualifying pregnancy is defined as the pregnancy
10 of the employee, or employee parent-to-be, including through surrogacy or
11 adoption, where the employee would have been the parent.

12 ~~D.E.~~ In the event of the death of an aunt, uncle, niece, nephew, sibling-in-law,
13 child-in-law, great-grandparent, great-grandchild, first cousin, and
14 corresponding relatives of the employee's spouse or domestic partner, the
15 Employer will approve the employee's accrued paid leave for all deaths up
16 to a total of seven (7) days for each calendar year. The Employer may deny
17 leave requested under this provision for the holidays specified in [Article 10,](#)
18 [Section 10.1,](#) Holidays.

19 **17.8 Employee Assistance Program**

20 When approved, employees will receive paid leave to receive an assessment
21 through the Employee Assistance Program.

22 **17.9 Examinations/Interviews**

23 Employers may limit the number of occurrences or the total amount of paid leave
24 that will be granted to an employee to participate in an interview or take an
25 examination during scheduled work hours. Employers may deny an employee's

1 request to participate in an interview or take an examination during scheduled work
2 hours based upon operational necessity.

3 **17.10 Travel for Miscellaneous Leave**

4 Employees shall not be eligible for per diem, travel time, and/or travel expenses
5 under this Article, except as on a case-by-case basis the Appointing Authority may
6 approve part or all expenses under this Article.

7 **17.11** Except as required in [Section 17.12](#), employees will give reasonable advanced
8 notice for miscellaneous leave request(s).

9 **17.12 Personal Leave**

10 A. Employees may choose one (1) workday as a personal leave day each fiscal
11 year during the life of this Agreement if the employee has been continuously
12 employed for more than four (4) months.

13 B. The Employer will release the employee from work on the day selected for
14 personal leave if:

15 1. The employee has given at least fourteen (14) calendar days' written
16 notice to their supervisor. However, the supervisor has the discretion
17 to allow a shorter notice period.

18 2. The number of employees selecting a particular day off does not
19 prevent the agency from providing continued public service.

20 C. The pay of an employee's personal leave day is equivalent to the
21 employee's permanent work shift on the day selected.

22 D. Personal leave may not be carried over from one (1) fiscal year to the next.

23 E. Part-time and on-call employees who are employed during the month in
24 which the personal leave day is taken will be compensated for the personal

1 leave day in an amount proportionate to the time in pay status during the
2 month to that required for full-time employment.

3 F. Upon request, an employee will be approved to use part or all of their
4 personal leave day for:

- 5 1. The care for family members as required by the Family Care Act,
6 [WAC 296-130](#);
- 7 2. Leave as required by the Military Family Leave Act, [RCW 49.77](#)
8 and in accordance with [Article 18](#), Section 18.12; or
- 9 3. Leave as required by the Domestic Violence Leave Act, [RCW](#)
10 [49.76](#).

11 **17.13 Vaccination Leave**

12 An employee will be allowed to take a reasonable amount of leave with pay for the
13 employee to travel and receive the Centers for Disease Control and Prevention
14 (CDC) recommended vaccine(s) during a declared state of emergency due to a
15 pandemic, if the vaccine is not offered at the workplace. An Employer may
16 authorize leave in excess of one (1) day in extraordinary circumstances, such as
17 accommodating travel where the CDC-recommended vaccine(s) are unavailable
18 locally. The Employer may require that the request for leave be supported by
19 documentation, which may include proof of the vaccination.

20 **17.14 Wildfire Disaster Leave**

21 In the event the Governor declares that a state of emergency exists in any area of
22 the state of Washington, Agencies may grant up to twenty-four (24) hours of leave
23 with pay per occurrence to employees who are experiencing extraordinary or severe
24 impacts, such as displacement from their homes temporarily or permanently
25 through evacuation or significant damage or loss.

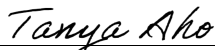
1 Agencies may require verification of the extraordinary or severe impacts related to
2 the use of leave with pay and may take into account emergency operations
3 requirements and/or program and staffing replacement requirements in the approval
4 and scheduling of leave under this subsection in order to allow for the provision of
5 continued essential services to the public. Leave under this subsection must be used
6 within three (3) months from the date of the declaration. If hours of leave with pay
7 are approved, an employee is not required to use them consecutively, and the leave
8 does not need to be taken in full day increments.

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

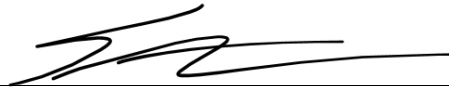
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For the Employer



Tanya Aho, Labor Relations
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For the Union



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