MEMORANDUM OF UNDERSTANDING
BETWEEN
OFFICE OF FINANCIAL MANAGEMENT/LABOR RELATIONS SECTION
(OFM/LRS) ON BEHALF OF
THE COALITION OF COMMUNITY COLLEGES
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES – HIGHER EDUCATION
COMMUNITY COLLEGE COALITION (WFSE HE CCC)

The parties have agreed to the following regarding the implementation of Substitute Senate Bill 5173, an act relating to the respecting holidays of faith and conscience act.

To add the following language in the parties 2013-2015 collective bargaining agreement in Article 19, Leave Without Pay:

Leave without pay will be granted for a reason of faith or conscience for up to two (2) workdays per calendar year as provided below.

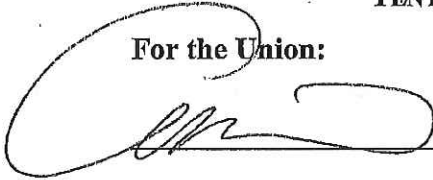**Unpaid Holidays for a Reason of Faith or Conscience**

A. Leave without pay will be granted for up to two (2) workdays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization. Leave without pay may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by Chapter 82-56 WAC or the employee is necessary to maintain public safety.

B. The Employer will allow an employee to use compensatory time, exchange time, personal holiday or vacation leave in lieu of leave without pay. All requests to use compensatory time, exchange time, personal holiday or vacation leave requests must indicate the leave is being used in

lieu of leave without pay for a reason of faith or conscience. An employee's personal holiday must be used in full workday increments.

C.   An employee's seniority date, probationary period or trial service period will not be affected by leave without pay taken for a reason of faith or conscience.

D.   Employees will only be required to identify that the request for leave is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.
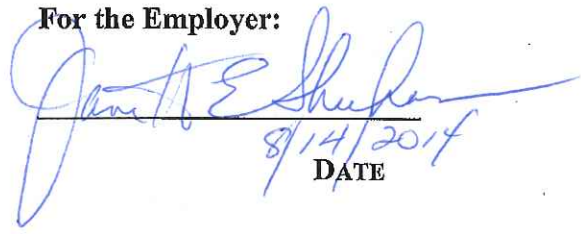
TENTATIVE AGREEMENT REACHED

For the Union: For the Employer:

_____ 8/14/14   _____ 8/14/2014
DATE   **DATE**