

December 23, 2014

David Schumacher, Director
Office of Financial Management
301 Insurance Building
PO Box 43113
Olympia, WA 98504-3113

Dear Mr. Schumacher:

In compliance with RCW 41.80.010, enclosed are the agreements and related budget documents pertaining to the collective bargaining that Washington State University has conducted with the following bargaining units:

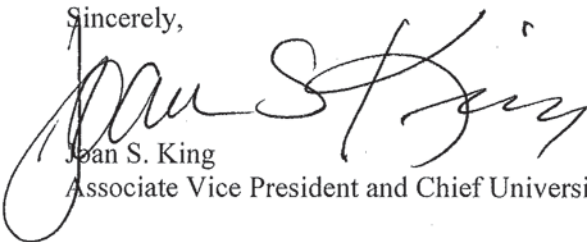
- Public School Employees of Washington – Bargaining unit 18, certified on October 10, 2014
- Washington Federation of State Employees – Bargaining unit 13, re-certified on October 29, 2014

Based on the recent change in collective bargaining status for these units, we respectfully request state funding for the groups. This request is being made so that economic provisions outlined in the Agreements previously submitted to you on September 30, 2014, for bargaining unit employees covered by the Agreements prior to this submission, are also able to be applied to the above groups of employees certified after October 1, 2014.

The attached fiscal details represent the incremental cost of these two additional bargaining units over and above the amounts submitted in September.

Please contact me at 509-335-9681 or joank@wsu.edu if I can provide additional information.

Sincerely,



Jean S. King
Associate Vice President and Chief University Budget Officer

Attachments (6)

cc: WSU – Human Resource Service

COLLECTIVE BARGAINING AGREEMENT

By and Between

WASHINGTON STATE UNIVERSITY

AND

**PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON**

July 1, 2015 – June 30, 2017

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DEFINITIONS

The following definitions are intended only to provide clarification in the interpretation and/or administration of this Agreement; they are not intended as subjects for a grievance:

Agreement – This collective bargaining agreement between the Union and the University

BPPM – Business, Policies, and Procedures Manual

Day(s) – Unless otherwise specified in this Agreement, day(s) shall be calendar day(s)

Domestic Partner (state registered) – A person who is neither married nor related by blood to the employee, is the employee's sole domestic partner, lives together with the employee in the same residence and intends to do so indefinitely along with the Employee at least eighteen years of age and at least one of the persons is sixty-two years of age or older, and is responsible with the employee for the other's welfare as defined in RCW 26.60.030.

Employee – An individual employed by the University working in a job classification covered by this Agreement that: (a) is listed in Appendix A and (b) has been certified by the Washington State Public Employment Relations Commission (PERC).

Union – Public School Employees of Washington SEIU 1948

Union Representative – Bargaining unit members designated to assist Employees in Agreement administration matters.

Union Staff Representative – Employee of the Union

University – Washington State University

RCW – Revised Code of Washington

WAC – Washington Administrative Code

PSE Representative – Employee of the Union

PREAMBLE

This constitutes an Agreement between the Board of Trustees of Washington State University [WSU or University], hereinafter cited as the University and Public School Employees of Washington [PSE or Union], herein cited as the Union. Classified employees represented by the Union are cited as Employees.

The parties agree that it has been and will continue to be in their mutual interest:

To promote constructive attitudes of understanding and cooperation in Employee-Employer relations;

To promote fair and reasonable working environment;

To promote efficiency and productivity in the performance of the work and the accomplishment of University's programs;

To promote procedures and methods;

To promptly and fairly address matters between the University and the Employee;

To encourage an environment of cooperation, support of the University's mission and goals, and harmony between the Union, the University, and Employees for the benefit of all.

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ARTICLE 1 – RECOGNITION

- 1.1 Exclusive Representation. The University recognizes the Public School Employees of Washington SEIU 1948 as the exclusive collective bargaining representative for those employees in the bargaining units for whom the Union has been certified as the bargaining representative by the appropriate state agency. A description of the existing bargaining unit is attached as Appendix A to this agreement.
- 1.2 The provisions of this Agreement will apply to classified employees in bargaining units for which the Union has been certified as the exclusive representative during the term of this agreement.
- 1.3 New Job Classifications Represented. Upon request, the University will provide the Union with job descriptions for all classified staff bargaining unit positions covered by this Agreement. The University may charge a reasonable fee for copying any materials beyond the first copy.
- 1.4 Entering the Bargaining Unit. The University will notify the Union of all new employees entering the bargaining unit. The University will inform all employees entering such bargaining unit of the Union's exclusive representation. At the time of hire into a position with the bargaining unit, the University will provide each newly-hired employee with a printed copy of this Agreement and a payroll-deduction form. The University will also inform the employee of his/her obligations under the union security provisions of this agreement.
- 1.5 During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each part voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing contained in this Agreement will be construed as a waiver of the Union's or University's collective bargaining rights with respect to matters that are mandatory subjects not referred to or covered by this Agreement.
- 1.6 No Strike or Lockout. Nothing in this Agreement permits or grants any employee the right to strike or refuse to perform his or her assigned duties. Nothing in this Agreement permits or grants the University the right to lockout employees.
- 1.7 Revenue/Appropriations. Should the University request but not receive anticipated appropriations or revenues, those portion(s) of the Agreement that are contingent upon financial resources will be opened for renegotiation.
- 1.8 University Policy and Regulations. Unless superseded by a specific provision of this Agreement, the University's Polices, Rules, Regulations and Procedures, as currently written or as amended, will apply to all Employees.
- 1.9 Collective Bargaining. Where required by law, and where there has been no waiver of bargaining required, the University will satisfy its collective bargaining obligation before

changing a matter not referred to or covered by this Agreement. The University will notify the Union of these proposed changes, and the Union may request bargaining over changes in employee wages, hours and working conditions as required by law. In the event the Union does not request discussions and/or negotiations within fourteen (14) days of receipt of the notice, the University may implement the changes without further discussions and/or negotiations. There may be emergency or mandated conditions that are outside of the University's control requiring immediate implementation, in which case the University will notify the Union as soon as possible, and may implement if needed prior to the completion of negotiations.

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ARTICLE 2 – MANAGEMENT RIGHTS

The University shall retain rights related to management in the direction of its employees, operations, resources, facilities, services and programs in accord with its lawful mandate, and retains all management powers and authority recognized by law and not specifically abridged, delegated or modified by the terms of the Agreement.

- 2.1 The rights of the University include, but are not limited to:
- 2.1.1 Plan, direct and control all functions, operations and programs/services of the University, including its mission, strategy direction, the structure of the University's organization, service levels, staffing levels and resource requirements;
 - 2.1.2 Develop, interpret, amend and enforce written policies, procedures, and rules governing the workplace;
 - 2.1.3 Determine the services to be rendered, as well as, the methods, means and organization by which the University operations and services shall be undertaken and accomplished;
 - 2.1.4 The University's budget and the size of the University's work force, including determining the financial basis for layoffs;
 - 2.1.5 The right to take whatever actions are deemed necessary to carry out the mission of the University during emergencies;
 - 2.1.6 Employee benefits;
 - 2.1.7 Take actions necessary to maintain the cost effectiveness and efficiency of University operations;
 - 2.1.8 Determine the amount and forms of compensation for employees;
 - 2.1.9 Direct and supervise employees;
 - 2.1.10 Reprimand, suspend, discharge, or otherwise discipline employees;
 - 2.1.11 Assign work, determine the number of hours to work, the starting and quitting time, schedule the hours of work, alter work schedules, and authorize overtime;
 - 2.1.12 Establish the duties and responsibilities of employees, including the development and alteration of job descriptions and productivity standards;
 - 2.1.13 Establish and implement policies and procedures for evaluating the performance of employees;

- 2.1.14 Recruit and hire employees based on standards established by the University;
 - 2.1.15 Promote, demote, transfer and rehire employees;
 - 2.1.16 Determine the need for additional training and assign employees to complete any such training;
 - 2.1.17 The use of technology;
 - 2.1.18 Expand, reduce, alter, organize; reorganize, combine, transfer, assign or cease any job, department, operation, or services;
 - 2.1.19 Enter into agreement(s) with other government entities;
 - 2.1.20 Control and regulate the use of machinery, facilities, equipment, production, service, distribution, and maintenance methods, materials, machinery, and equipment;
 - 2.1.21 Determine the number, location and operation of departments, divisions, and all other units of the University;
 - 2.1.22 Take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the University;
 - 2.1.23 Perform all other functions not expressly limited by this Agreement;
- 2.2 Except as limited by this Article and as established in this Agreement, the parties acknowledge their obligation to bargain regarding matters affecting wages, hours and working conditions as permitted by RCW Chapter 41.80

ARTICLE 3 – UNION MEMBERSHIP AND CHECKOFF

3.1 Membership Reports. Each month the University shall provide the Union with a report in an electronic format of the following data, as available, for employees in the bargaining unit represented by the Union:

- WSU ID number
- name
- home address and/or mailing address
- appointment change date
- classification code and title
- position number
- salary range
- salary step
- full time pay rate
- effort percent
- continuous service date
- appointing department
- work phone number
- work location
- University mail code

3.2 Membership Movement Reports. The University will provide to the Union the following information as available: a listing of all bargaining unit employees recently hired, and employees in the bargaining unit who transfer, promote, or leave a bargaining unit and reason for leaving a bargaining unit.

3.3 Union Membership. All employees covered by this Agreement must, as a condition of employment, become members of the Union and pay membership dues, or pay an agency shop fee, a representation fee, or a non-association fee. This condition will pertain to all current and future employees in the bargaining unit. A representation fee or non-association fee may be paid in lieu of membership dues or agency shop fee after the Union processes such request and notifies the University.

In the event an employee refuses to pay applicable dues or fees, the Union shall request that the University dismiss the employee. The Union's request to terminate an employee shall be submitted in writing to the University's Chief Human Resource Officer. The University will give thirty (30) days' notice of termination to the effected employee. If the employee has not authorized payroll deduction of union dues or applicable fees and made arrangements with the Union to pay any back dues or applicable fees owing by the end of the thirty (30) days', the employee will be terminated.

3.3.1 Religious Exception. Nothing contained in this Agreement shall require union membership of employees who assert a right of non-association based upon bona fide religious tenets or the teachings of a church or religious body of which such employee is a member. The employee will contact the Union, in

writing, with his/her request for non-association. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or charities mutually agreed upon by the employee and the Union. This payment will be made through payroll deduction. The employee will not be a member of the Union, but is entitled to all the representation rights of a member of the Union.

3.3.2 Dues and Fees Deduction and Remittance. The University shall deduct the Union dues and fees from the pay of any employee who authorizes such deductions in writing. Such request will be made on the Union payroll-deduction-authorization form. The University shall transmit all such funds deducted to the Treasurer of the Union on a semi-monthly basis.

The University agrees to submit a report semi-monthly along with its remittance of dues identifying each employee by name, employee number, position number, gross salary, and dues amount remitted.

3.4 Local Dues. The University shall deduct the Union local chapter dues separately and remit all such funds to the local Union chapter treasurer on a semi-monthly basis. Where an employee has been suspended, reduced-in-force, or was discharged and subsequently returned to work with full or partial back pay, or has been reclassified retroactively, the University will deduct, from the back pay, the applicable union dues or fees which may be owing for the period for which the employee receives back pay.

3.5 University Indemnification. The University shall be held harmless by the Union for compliance with this Article and any issues related to the deduction of dues and fees.

ARTICLE 4 – RIGHTS OF THE UNION

- 4.1 Collective Bargaining. The Union has the right and responsibility to represent the interests of all Employees, to present its views to the University on matters of concern either orally or in writing, and to enter collective negotiations with the objective of reaching an agreement applicable to all employees within the bargaining unit. Where required by law and where there has been no waiver of bargaining requirement, the University shall satisfy its collective bargaining obligation and notify the Union of any proposed policy change that affects wages, hours or other terms and conditions of employment.
- 4.2 Disciplinary Notification. The Union shall be provided a copy of disciplinary actions against any Employee the same day the notice is provided to the Employee. The Union is entitled to have an observer at pre-disciplinary or investigative hearings conducted by the University and to make known the Union's views concerning the case.
- 4.3 University Facilities and Equipment Use. Employees may use University facilities, on a space available basis, for the purpose of holding local chapter union meetings and conducting representational activities without charge if such meetings are infrequent, do not include non-university employees other than professional Union staff, do not disrupt or distract University business and occur during employee non working hours unless otherwise noted in this agreement. This provision does not extend to Union organizing meetings.
- 4.4 Bulletin Boards. The University will establish bulletin board(s) or allocate space on existing bulletin boards to the Union for union communication. The number of bulletin board(s) will be mutually agreed to by the University and the Union. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with the state ethics laws and identified as Union literature. Bulletin boards will be established in such locations as to ensure that all members of the bargaining unit have the opportunity to view them. Union literature may not be posted in any other location on the campus.
- 4.5 Supplies and Equipment. The Union and its membership will not use state-purchased supplies to conduct union business or representational activities. This does not preclude the use of the telephone, fax and email for representational activities if there is no cost to the University, the communication is brief in duration, and it does not disrupt or distract from University business. The University and the official Union representatives may use University equipment to communicate with one another.
- 4.6 Printing and Copying. The Union may use campus printing and copying services, including self-operated machines, at the normal established rates.
- 4.7 University Access. Representatives of the Union, following prior notification to the Labor Relations Officer or designee, shall have access to the University's premises during business hours; provided that conferences or meetings between employees and the Union representatives will not interfere with the University's operations or Employees'

work time, unless otherwise noted in this Agreement. If the Union representatives wish to meet with Employees during work time, they shall make arrangements with the appropriate supervisor(s) at least two (2) hours in advance of their intention to visit a University department, facility, employee, or grievant. Approvals of these requests are contingent upon University operations, unless otherwise specified in this Agreement; however, breaks and lunch periods are not considered work time.

- 4.8 Attendance of Meetings. Subject to supervisory approval, employees will be allowed to flex their schedule to attend the Union local meetings if they occur during work time. The employee will make requests to attend local meetings in advance, stating the expected duration.

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ARTICLE 5 – UNION EMPLOYEE REPRESENTATIVES

- 5.1 Representative Designation. The University recognizes the Union’s right to designate bargaining unit members, who shall be known as Union Representatives, to assist Employees in Agreement administration matters, including the processing and investigation of grievances. The Union will provide the Labor Relations Officer (or designee) with a written list of the current Union Representatives and the Union Staff Representative on July 1 of each year or within ten (10) days as changes in designation occur. The University shall not recognize any individual as an official Union Representative whose name does not appear on the afore mentioned list nor shall the University recognize any individual as an official Union Representative unless he/she works in a position covered by this Contract. Only one Union Representative may be working on a single grievance or Employee dispute at a time. Each Bargaining Unit shall have no more than one (1) Union Representative per first line supervisor; however, the Union may designate one or more alternates to act in the place and stead of the Union Representative in the event that the original Union Representative is unavailable.
- 5.2 Representative Release Time. Union Representatives who are processing or investigating grievances in accordance with the grievance procedure of this Agreement, or otherwise assisting or consulting with bargaining unit members or University officials in legitimate matters of contract administration, shall be released from work for reasonable periods of time without loss in pay to undertake such activities on the University’s property. Union Representatives are expected to request release time from their supervisors prior to taking the time. Time off for investigating and processing grievances shall be granted to Union Representatives by their supervisor following a request, but in consideration of job responsibilities. If permission for time off cannot be immediately granted, the supervisor shall arrange for time off at the earliest possible time thereafter.
- 5.3 Unreasonable Use of Time. In the event the University determines that the amount of work time used by any Union Representative on grievances or other authorized Union activities is unreasonable, or is preventing the employee or unit from completing his/her assigned duties in a timely manner, the University will deny the release time for that Union Representative. The parties will meet to discuss a resolution for the excess use of time before any disciplinary action is taken in accordance with Article 31.
- 5.4 Release Time for Union Activities. Union Representatives may be allowed time off without pay for the purpose of attending Union administrative/educational training. The time off shall not interfere with the University’s operating needs as determined by management. If the absence is approved, the employees may use accumulated compensatory time or accrued annual leave instead of leave without pay.

ARTICLE 6 – RIGHTS OF THE EMPLOYEE

- 6.1 Off-duty Conduct. Employees shall not be disciplined for off-duty conduct absent a nexus between the conduct and the employee's assigned duties for the University.
- 6.2 Pre-Disciplinary Notice. Prior to any final University decision regarding disciplinary action, employees shall be advised in writing of charges or complaints against them that the University reasonably believes could result in disciplinary action, and shall be given the opportunity to respond to such allegations.
- 6.3 Right to Union Representation. Employees have the right to union representation on matters that involve formal investigations or potential disciplinary actions. It is the employee's responsibility to notify management that a Union representative will be present if the employee feels that he/she requires Union representation at an investigatory or pre-disciplinary meeting with his/her supervisor or other levels of management.
- 6.4 Workplace Harassment and Violence. The University, the Union, and employees covered by this Agreement are committed to maintaining an environment that is free from acts or threats of violence and harassment perpetrated by or against employees, students, or members of the public. The University prohibits harassment, violence or threats of violence in the workplace, and will maintain and enforce policies prohibiting workplace harassment and violence.
- 6.4.1 Treatment of Employees. An employee has the right to a workplace free from harassment, workplace violence, intimidation or other threatening behavior, including pervasive verbal abuse and bullying.
- 6.4.2 The University will provide channels for employees to report concerns regarding the protections described in this section [6.4], and will promptly investigate concerns or complaints raised as necessary upon notification. Employees who believe they have experienced such behavior at the hands of other employees of the University, students, outside vendors, or members of the general public are encouraged to report their concern to their immediate supervisor. If the Employee believes the immediate supervisor is the source of the workplace harassment, intimidation or other threatening behavior, the incident should be reported to the department's Appointing Authority or designee, or to other responsible University officials in accordance with the University's harassment and workplace violence policies. The University will take reasonable steps to investigate each report and take appropriate action, if necessary.
- 6.4.3 Affected Employees will be notified of the outcome of any such investigation, and any actions taken by the University as a result, as appropriate. Upon request, the Union will also be advised of the final disposition of the matter; however, specific details as to disciplinary action will not be disclosed.

- 6.5 Outside Employment. Employees may engage in off-duty employment that does not interfere with the performance of, or compete or conflict with, their assigned duties. Outside employment activities will not be performed during an employee's work time. Employees will notify the University of any outside employment which is not sporadic or casual.

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ARTICLE 7 – REASONABLE ACCOMODATION

- 7.1 Reasonable Accommodation Laws. All parties will comply with all relevant federal and state laws, regulations, executive orders, and with the provisions of University policy in providing reasonable accommodation to qualified individuals with disabilities.
- 7.2 Disability Definition. Presence of a sensory, mental, or physical impairment that: is medically cognizable or diagnosable; or exists as a record or history; or is perceived to exist whether or not it exists in fact. A disability exists whether it is temporary or permanent, common or uncommon, mitigated or unmitigated, or whether or not it limits the ability to work generally or work at a particular job or whether or not it limits any other activity within the scope of this chapter. For purposes of this definition, "impairment" includes, but is not limited to: any physiological disorder, or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitor-urinary, hemic and lymphatic, skin, and endocrine; or any mental, developmental, traumatic, or psychological disorder, including but not limited to cognitive limitation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
- 7.3 Only for the purposes of qualifying for reasonable accommodation in employment, an impairment must be known or shown through an interactive process to exist in fact and the impairment must have a substantially limiting effect upon the individual's ability to perform his or her job, the individual's ability to apply or be considered for a job, or the individual's access to equal benefits, privileges, or terms or conditions of employment; or the employee must have put the University on notice of the existence of an impairment, and medical documentation must establish a reasonable likelihood that engaging in job functions without an accommodation would aggravate the impairment to the extent that it would create a substantially limiting effect. A limitation is not substantial if it has only a trivial effect.
- 7.4 Requesting Accommodation. An employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position will request such an accommodation from the University. Employees requesting accommodation have a duty to cooperate with the University in discussing the need for, and possible form of, any accommodation. The University will consult with the supervisor, employee, and if applicable, a vocational professional to determine if the disability precludes the employee from performing job functions; substantially limits the individual's ability to perform his or her job, or is reasonably likely to substantially limit the individual's ability to perform his or her job without reasonable accommodation. The University may require supporting medical documentation with any request for accommodation, and may require the employee to obtain a second medical opinion at the expense of the University. Medical information related to an accommodation disclosed to the University will be kept confidential as required by state and federal privacy statutes, in a file separate from the employee's personnel file, and disclosed only on a need to know basis.

- 7.5 Determinations Regarding Accommodations. The University will determine whether an employee is eligible for a reasonable accommodation, and the accommodation, if any, to be provided.
- 7.6 Disability Separation. Every option to reasonably accommodate an employee's disability shall be considered, including an Alternate Job Search.

If the University determines an employee is unable to perform the essential functions of the employee's position due to a disability and cannot be reasonably accommodated, the employee will be separated from service due to disability. Prior to any final decision regarding a disability separation, the University will notify the employee of its determination and provide the employee with an opportunity to discuss the disability separation.

The substantive impact of the University's determinations with respect to this Article may be contested through the grievance procedure in the ordinary manner.

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ARTICLE 8 – NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.1 Compliance with State and Federal Law. The parties acknowledge their mutual support for equal employment opportunity and their commitment to abide by all state and federal laws regarding nondiscrimination and affirmative action in the workplace.
- 8.2 Nondiscrimination. Neither the University nor the Union shall discriminate against any employee because of age, sex, national origin, race, color, creed, religion, sensory, mental or physical disability, sexual orientation, marital status or union membership or any other manner precluded by law.

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ARTICLE 9 – COMMITTEE MEMBERSHIP

- 9.1 University Committees. Employees may request to participate in University committees affecting their wages, hours, or working conditions. These requests will be made in writing to their supervisor. Denials of such request will be provided to the employee in writing. Copies will be forwarded to the assigned Union Representative. Denials will be based upon a legitimate business reason. The Union or the Employee may request a review of the denial by the University's Labor Relations Officer.
- 9.2 Release Time for Committees. Time spent by Union Representatives participating in management assigned and/or approved University committees shall be considered time worked. Approval of participation in committees is subject to the reasonable needs of the University and each employee's particular work assignment and applicability of the committee to the employee.

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ARTICLE 10 – LABOR/MANAGEMENT COMMITTEE

- 10.1 Purpose and Scope. The University and the Union will maintain a Labor/Management Committee to provide a forum for communication between the parties and to promote constructive labor-management relations. Committee meetings will be used for discussions only regarding the administration and/or interpretation of this Agreement. The committee will have no authority to conduct any negotiations or modify the provisions of this Agreement. Pending individual grievances and grievance issues will not be discussed in the Labor/Management Committee meetings.
- 10.2 Representation. The Labor/Management Committee will consist of a bargaining unit employee selected by the Union, a Union staff representative and two (2) representatives selected by the University.
- 10.3 Release Time and Meeting Expenses. The University will release employee representatives for time spent in committee meetings, provided the absence of the employees will not disrupt operations. Time spent in Labor/Management Committee meetings will be considered time worked for the employee, provided the meeting occurs within the employee's regularly scheduled shift. Time spent by employees attending committee meetings outside their scheduled work time will not be considered time worked and will not result in additional compensation.
- 10.4 Scheduling of Meetings. Either party may request a meeting of the Labor/Management Committee by sending a written communication including a description of the issue(s) to be addressed to the other party. The Union requests will include proposed meeting representative(s). The meeting will be scheduled at a mutually acceptable time and place. The committee will not meet more than once per quarter, unless there is mutual agreement for more frequent meetings.
- 10.5 Other Communications. Nothing in this Article shall preclude the parties from discussing issues of mutual concern outside the context of the Labor/Management Committee.
- 10.6 Agreements. Any action item agreements reached at a Labor/Management Committee meeting shall be documented and signed jointly by the Labor Relations Officer or designee and the bargaining unit representative before the meeting adjourns. If the Parties determine a clarification regarding the administration and/or interpretation of this Agreement is necessary, the Parties will jointly develop a proposed Memorandum of Understanding (MOU) that will be forwarded to the Labor/Management Committee for consideration and determination. No later than seven (7) days after the meeting is concluded more complicated agreements reached will be reduced to writing by the party bringing forward the concern and forwarded to the other party.

ARTICLE 11 – HOURS OF WORK

- 11.1 Work Week. Unless otherwise specified for particular employees or groups of employees, the work week, for purposes of determining overtime eligibility, shall commence at 12:00 a.m. on Sunday and end at 11:59 p.m. on Saturday. Employees will not be regularly scheduled to work more than forty (40) hours in a work week.
- 11.2 Work Schedule. The University will assign each position to one of the following work schedule designations:
- 11.2.1 Regular schedules consist of five (5) consecutively and uniformly scheduled eight (8) hour days in a seven (7) day period. Uniformly scheduled is defined as a daily repetition of the same working hours and a weekly repetition of the same working days.
- 11.2.2 Alternate schedules consist of workweeks and/or work shifts of different lengths. Alternate schedules may be assigned to meet business and customer service needs or in response to employee requests. For full-time employees, alternate schedules will consist of forty (40) hours of work, with at least two (2) consecutive days off, in a seven (7) day period.
- 11.3 Schedule Changes. The University may change an employee's schedule.
- 11.3.1 A temporary schedule change is defined as a change lasting thirty (30) days or less. Employees will receive written notice of a temporary change to an employee's schedule at least five (5) days in advance of any change that alters an employee's starting time by two (2) hours or more. Alterations of less than two (2) hours require two (2) days' notice. The day notice is given is considered the first day of the notice period. This does not preclude an employee from voluntarily accepting a schedule change with less than the above notice.
- 11.3.2 A permanent schedule change is defined as a change lasting over thirty (30) days. Employees will be notified of permanent schedule changes in writing at least ten (10) days in advance of any change that alters an employee's starting time by two (2) hours or more. Alterations of less than two (2) hours require two (2) days' notice. The day notification is given will be considered the first day of notice. This does not preclude an employee from voluntarily accepting a schedule change with less than the above notice.
- 11.4 Employees may request a schedule change. If approved, the notice period will be waived.
- 11.5 Meeting Notice. Employees shall be given two (2) working days notice of mandatory meetings scheduled outside of their normal working hours that they are required to attend. Employees will be paid for attendance at all mandatory meetings.

ARTICLE 12 – MEAL AND REST BREAKS

- 12.1 Rest Breaks. An overtime eligible employee shall receive an uninterrupted fifteen (15) minute paid rest break for each four (4) hours of work. Rest breaks shall be scheduled by the employee's supervisor. While taking a rest break, the employee is subject to be called to return to work as needed by the University; this will be done only in situations where immediate attention to a matter is required.
- 12.2 Meal Period. An overtime eligible employee shall receive a minimum of a thirty (30) minute unpaid meal period toward the middle of each work shift, no more than five hours after the beginning of the shift. The University will make every effort to relieve an employee of all work during that time. If an employee's meal period is interrupted by a work related demand, the employee will be allowed to resume his or her unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the remainder of the employee's meal period will be considered time worked.
- 12.3 The employee may not waive rest periods or combine rest periods with meal periods or at the beginning or end of a shift.
- 12.4 Clean-up Period. Employees will be allowed a reasonable personal and equipment clean-up period prior to the end of their shift as determined by the supervisor.

ARTICLE 13 – OVERTIME & CALLBACK

- 13.1 Overtime Notification and Award. Every reasonable effort shall be made to provide employees with advance notice of overtime needs.
- 13.2 Overtime Computation. Overtime shall be compensated at the rate of one and one-half times the employee's regular rate of pay for all hours worked beyond forty (40) in a work week. For purposes of calculating overtime eligibility, all hours spent performing assigned duties, holidays, and personal leave/holiday, and annual leave will be considered hours worked. All other leave with pay during the employee's regular work schedule is not considered time worked.
- 13.3 Overtime Authorization. Employees may not work overtime unless authorized by the employee's supervisor.
- 13.4 Overtime Eligibility. Eligibility to receive overtime pay will be determined in accordance with the Federal Department of Labor Fair Labor Standards Act (FLSA) and Washington State wage and hour statutes.
- 13.5 Call Back Pay. When an employee has left the institution grounds and is called to return to work outside of regularly scheduled hours and not contiguous with their regular work shift, he/she shall receive a minimum of two (2) hours callback pay at the employee's regular non-overtime hourly rate of pay. The minimum of two (2) hours of pay and any hours worked in excess of two (2) hours will be compensated in accordance with Article 44. An employee on standby status called to return to the work station does not qualify for call back pay.
- 13.6 Overtime-eligible employees receive cash payments for overtime. However, at the employee's request, an employing official may approve compensatory time off in lieu of pay. Compensatory time in lieu of cash overtime pay will be awarded at the same rate.

Overtime pay and compensatory time may be paid or granted when an employee's total time worked exceeds forty (40) hours in a workweek. Overtime compensation is not granted or paid for work that exceeds the employee's regular work day but does not cause the total hours worked in the workweek to exceed forty (40) hours. **EXCEPTION:** Overtime compensation is granted or paid to full-time overtime eligible employees who are assigned to work on scheduled days off and paid holidays, regardless of whether or not the total hours worked in the workweek exceeds forty (40) hours.

Overtime compensation includes shift differentials, hazardous conditions pay, and other pay in accordance with the FLSA.

The employee indicates the hours worked on his/her Time Report.

- 13.7 Part-Time. For overtime-eligible part-time employees, work in excess of the regular part-time schedule up to forty (40) hours in one workweek is compensated as straight time and may not be accrued as compensatory time.

Time worked in excess of forty (40) hours in a workweek is compensated at time and one-half and may be approved for compensatory time.

13.8 Maximum Accumulation. The accumulation of unused compensatory time at WSU may not exceed two hundred forty (240) hours. Any additional overtime must be paid in cash. (WAC 357-28-285)

13.9 Cash Out. Unused compensatory time must be paid in cash at the end of each biennium.

13.9.1 Exceptions. An appointing authority may authorize exceptions to the above end-of-biennium cash out requirement. The appointing authority indicates a specific date by which the compensatory time must be liquidated by the individual requesting the exception. This date must be within four (4) months of the end of the biennium. The appointing authority documents the exception in writing and attaches it to the employee's June Time Report or Leave Report.

If the individual does not use the compensatory time by the end of the extension, the compensatory time so extended must be paid in cash within thirty (30) days of the end of the extended period.

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ARTICLE 14 – EMERGENCY CLOSURE/ SUSPENDED OPERATIONS

- 14.1 Suspended Operations. In accordance with state regulations, the University President or designee may suspend the operation of all or any part of the institution whenever the President or designee determines that public health, property, or safety is jeopardized due to an emergency.
- 14.2 In the event that the University suspends operations, employees scheduled but not required to work shall be governed by the following provisions:
- 14.2.1 If the University suspends operations after the employee’s work shift has begun, the employee will be paid for a minimum of half of their shift or the actual time worked, whichever is greater.
- 14.2.2 Employees who miss paid time due to a suspended operations closure shall be allowed to take accrued compensatory time, annual leave, personal holiday time or leave without pay for the work hours not paid. Employees taking leave without pay may request to work additional hours within fourteen (14) days after operations resume. Reasonable work must exist as determined by the supervisor. The employee must receive supervisory approval prior to working the additional time, however; approval will not be denied absent a legitimate business reason, which will be provided to the employee in writing. Employees have ninety (90) days after operations resume to make up the amount of pay lost. The supervisor schedules extra hours at times most convenient for the work of the department and, whenever possible, most convenient for the employee.
- 14.3 Inclement Weather. Employees who are unable to report to work because of inclement weather may take annual leave, personal holiday, accrued compensatory time, or leave without pay. An employee must use personal holiday as a full day or shift.

ARTICLE 15 – HOLIDAYS

15.1 Paid Holidays. The following days are paid holidays for all eligible employees:

Holiday Schedule July 2015 – June 2017

HOLIDAY	2015-2016	2016-2017
Independence Day	July 3, 2015	July 4, 2016
Labor Day	Sept. 7, 2015	Sept. 5, 2016
Veterans Day	Nov. 11, 2015	Nov. 11, 2016
Thanksgiving Day	Nov. 26, 2015	Nov. 24, 2016
Native American Heritage Day	Nov. 27, 2015	Nov. 25, 2016
Christmas Day	Dec. 25, 2015	Dec. 26, 2016
Christmas Holiday*	Dec. 24, 2015	Dec. 27, 2016
New Year's Day	Jan. 1, 2016	Jan. 2, 2017
Martin Luther King Jr. Day	Jan. 18, 2016	Jan. 16, 2017
Memorial Day	May 30, 2016	May 29, 2017
*in lieu of Presidents' Day		

15.2 Holiday Pay. Eligible full-time employees will receive eight (8) hours of pay at their ordinary hourly rate for each holiday. Part-time employees will receive holiday pay on the same prorated basis that their monthly schedule bears to full-time employment.

15.2.1 Eligibility for Holiday Pay. Employees are eligible for holiday pay if they are in paid status for their full work shift on their regular scheduled work day preceding the holiday. In addition, cyclic employees who are scheduled to work less than a full month in a month in which a holiday falls will receive pay for the holiday if they were in paid status for their full work shift on their last scheduled work day preceding the holiday(s) in that month.

15.3 Hours Worked on a Holiday. In addition to holiday pay described in Section 15.2, employees required to work on a holiday will receive pay at their overtime rate for all hours worked on the holiday.

15.4 Alternate Schedules. Employees working alternate schedules who are normally scheduled to work more than eight (8) hours on a day observed as a holiday may use annual leave, compensatory time or leave without pay to make up the difference between the employee's normally scheduled shift and the eight (8) hours of holiday pay.

15.5 Holiday Observance.

15.5.1 When a holiday falls on the employee's scheduled work day, that day will be considered the holiday. When a holiday falls on the employee's scheduled day

off, he or she shall be paid holiday pay for the holiday. At the employee's option, prior to the regular scheduled holiday, the employee may request to take an alternate date as the holiday within the thirty (30) days following the scheduled holiday date. This request is to be in writing and submitted to the employee's supervisor. The alternate holiday date must be mutually agreed to by the employee and his/her supervisor, and will be taken on the employee's regularly scheduled workday. If the employee is unable to take the alternate date as the holiday, the employee will be paid holiday pay.

15.5.2 An employee whose scheduled shift begins on one day and ends on the next day may select the shift that begins on the holiday day or the shift that precedes the holiday as the holiday based on operational needs as determined by the University.

15.6 Personal Holiday. An employee may choose one (1) workday as a personal holiday during each calendar year if the employee has been continuously employed for at least four (4) months.

15.6.1 Personal Holiday Hours. Full-time employees shall receive eight (8) hours paid time off for a personal holiday. Part-time employees shall receive hours off on the same prorated basis their monthly schedule bears to full-time employment.

15.6.2 Selection of Personal Holiday. Employees shall make their Personal Holiday request to their supervisor at least seven (7) days in advance of the requested leave date. The supervisor may, at his or her discretion, permit a shorter request period. An Employee's request for Personal Holiday or the number of employees choosing a specific day off may be limited due to operational needs, staffing levels and/or if it will require the University to incur overtime.

15.6.3 Use of Personal Holiday. Personal Holidays may not be carried over into the next calendar year, however, if the selected personal holiday was denied due to the University's operations, the employee may use the personal holiday within the first sixty (60) days of the next calendar year.

15.6.4 Donation of Personal Holidays. Part or all of a personal holiday may be donated to another employee for shared leave as provided in Article 18, Shared Leave. Personal Holiday hours must be donated as full hours only. Any remaining portion of a personal holiday must be taken as one block of time.

15.7 Faith or Conscience Unpaid Holiday.

15.7.1 Employees are entitled to two (2) unpaid holidays per calendar year for reasons of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

- 15.7.2 An employee must give at least fourteen (14) calendar days' written notice to the supervisor when requesting these unpaid holidays. However, supervisors may approve requests that are received without fourteen (14) days' notice
- 15.7.3 Employees will only be required to identify that the holiday request is for reasons of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.
- 15.7.4 The holiday will be granted, unless the employees' absence would impose an undue hardship on the University as defined by WAC 82.56 or the employee is necessary to maintain public safety. If an undue hardship exists, the supervisor will work with the employee to find an alternate date on which the employee can be released.

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ARTICLE 16 – ANNUAL LEAVE

16.1 Recording Annual Leave Time and Accrual. The University will include the annual leave accrual rate on the employee’s monthly timesheet.

16.2 Annual Leave Accrual Rates. The annual leave accruals to which a full time employee shall be entitled shall be computed in accordance with the following rules and based on total years of state employment:

16.2.1

Year of Service	Number of Hours per Month	Number of Hours per Year	Number of Days per Year
1st	8.00	96.00	12
2nd	8.67	104.04	13
3rd- 4th	9.33	111.96	14
5th -7th	10.00	120.00	15
8th - 10th	10.67	128.04	16
11th	11.33	135.96	17
12th	12.00	144.00	18
13th	12.67	152.04	19
14th	13.33	159.96	20
15th	14.00	168.00	21
16th +	14.67	176.04	22

16.2.2 Computation of Annual Leave. Annual leave hours shall be earned at the end of the month. Employees will not earn annual leave for any month in which leave without pay exceeds ten (10) working days except for those employees on approved Military leave, Worker’s Compensation, or during periods of scheduled cyclic leave without pay. Part-time employees shall accrue annual leave at the same rate, in the proportion that their normal work-week bears to a forty (40) hour work-week.

16.2.3 Continuous Service. For years one through four, the accrual rate is based upon continuous state employment. For years five and after, the accrual rate is based upon total state employment.

16.3 Use and Scheduling of Annual Leave. Employees may not take annual leave until they have successfully completed six (6) months of continuous state service. Employees may not take annual leave before it is earned.

16.3.1 Scheduling of Annual Leave. Requests for annual leave must be submitted by the employee in advance of the effective date. The employee must obtain the supervisor's approval before using annual leave except where otherwise specified in this Agreement.

- 16.4 Maximum Annual Leave Accrual. Employees may accumulate maximum annual leave balances not to exceed two hundred and forty (240) hours. However, an employee may exceed the annual leave balance limit between the time the leave is accrued and his/her next anniversary date of state employment. Leave accumulated above two hundred forty (240) hours must be used by the next anniversary date.
- 16.5 Transfer of Annual Leave. Employees who transfer from the University to another state agency or institution may, at their election, transfer their accrued but unused annual leave.
- 16.6 Cash-out of Annual Leave. Upon separation from employment, employees who have completed at least six (6) continuous months of service shall be paid for their accrued but unused annual leave hours at their regular rate of pay, except for employees who transfer annual leave as provided in Section 16.5.

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ARTICLE 17 – SICK LEAVE

17.1 Sick Leave Accrual. Full-time employees shall accrue sick leave at the rate of eight (8) hours for each completed month of service. Part-time employees shall accrue sick leave on a pro-rated basis according to the percentage their monthly schedule bears to full-time employment. Employees who are in unpaid status for more than ten (10) working days in a month will not accrue sick leave during that month. Employees may accrue an unlimited amount of sick leave.

17.2 Uses of Accrued Sick Leave.

17.2.1 Accrued sick leave may be used for the following reasons:

- (a) An employee's own illness, injury or disability;
- (b) A period of quarantine following the exposure to a contagious disease during the period when attendance on duty would jeopardize the health of others;
- (c) The need to care for a minor/dependent child, with a health condition requiring treatment or supervision;
- (d) Care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency health condition;
- (e) Care for members of the employee's household or relatives of the employee/employee's spouse who experience an illness or injury, not including situations covered above. For purposes of care for household members or relatives, the term "relatives" is limited to spouse, child, grandchild, grandparent or parent;
- (f) Medical, dental or optical appointments for the employee or other family member where the employee's presence is required, provided that employees must make reasonable efforts to schedule such appointments at times when they will least interfere with scheduled work days and arranged in advance with his/her supervisor;
- (g) Family care emergencies:

- i. Minor/dependent child care emergencies such as unexpected absence of regular care provider, unexpected closure of child's school, or unexpected need to pick up child at school earlier than normal provided the employee has used all accrued compensatory time such use of sick leave is limited to three (3) days in a calendar year;
 - ii. Elder care emergencies such as the unexpected absence of a regular care provider or unexpected closure of an assisted living facility, provided the employee has used all accrued compensatory time such use of sick leave is limited to three (3) days in a calendar year;
- (h) Bereavement leave;
 - (i) When on approved Family Medical Leave, for the continuation of employee benefits i.e. medical insurance by allowing the use of eight (8) hours of sick leave per month during periods of leave without pay;
 - (j) For an employee whose spouse is a member of the military who has been notified of an impending call or order to active duty or who has been deployed;
 - (k) To care for a spouse, son, daughter, parent, or next of kin who is suffering from a serious illness or injury arising from injuries incurred in the line of duty in the armed forces of the United States;
 - (l) To recover from and cope with the effects of domestic violence, sexual assault, or stalking;
 - (m) Parental Leave

17.3 Annual Sick Leave Cash Out. In January following any year in which an employee reaches a minimum accrual of four hundred eighty (480) hours of sick leave as of December 31, the employee may request payment of any unused sick leave hours accrued during the prior calendar year; provided that employees will not be permitted to reduce their sick leave balances below four hundred eighty (480) hours through sick leave cash out. Sick leave will be cashed out at a rate of one (1) hour's pay for each four (4) hours of sick leave. Hours cashed out will be deducted from the employee's sick leave balance.

17.4 Sick Leave Notification and Medical Verification. Employees must notify their supervisor as soon as reasonably possible when they will be absent due to illness or injury. For absences of five (5) or more consecutive work days, or where there is a legitimate reason to suspect leave abuse, the University may require the employee to present a health care provider's certificate or other document verifying the need for sick leave before paid leave is authorized. In the case of suspected sick leave abuse, the University may address the performance or behavior through training or the Corrective Action and Disciplinary Action processes.

- 17.4.1 Should an employee suffer from medical condition which causes them to miss work on a full-time, part-time, or intermittent basis, they may apply for medical leave in accordance with this Agreement and University policies. Such time shall not be considered as under this Article section.
- 17.4.2 Employees who are required to provide written verification for sick leave on an ongoing basis will be notified in writing of that fact, the reason for it, and the end date for the period of required verification. Absent an ongoing concern with suspected sick leave abuse, employees will not be required to verify sick leave for more than four (4) consecutive months. The supervisor may extend the verification for an additional four (4) consecutive months at the supervisor's discretion if attendance had not improved.
- 17.5 Sick Leave Cash Out Upon Retirement or Death. The University will provide a post-retirement medical expense plan (VEBA) that provides for reimbursement of medical expenses to eligible individuals. Instead of cash-out of sick leave on a one (1) hour for four (4) hour basis at retirement, the University shall deposit equivalent funds in the medical expense plan. The VEBA plan will remain in effect unless ten percent (10%) of eligible employees request (in writing) not later than October 1 of any year, that the University conduct a vote to consider discontinuing VEBA.
- 17.6 Coordination of Benefits. An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave during a period in which they receive time-loss compensation will receive full sick leave pay in addition to any time-loss payments. Employees who take annual leave during a period in which they receive time-loss compensation will receive full annual leave pay in addition to any time-loss payments. Leave for a work-related injury, covered by Workers' Compensation will run concurrently with the FML.

ARTICLE 18 – SHARED LEAVE

- 18.1 Shared Leave Program. As permitted by RCW 41.04.650 – 41.04.670 and by University policy, eligible employees may donate accrued annual leave, sick leave, or personal holiday to other eligible state employees who have exhausted, or are about to exhaust, their own paid leave and who have been called to military service; suffer from an extraordinary or severe injury, illness or impairment; is the victim of domestic violence, sexual assault, or stalking; or who have a relative or household member who is suffering from an extraordinary or severe illness, injury, or impairment. Eligibility to donate leave, receive leave, and the administration of the shared leave program will be in accordance with applicable state law. For purposes of this Article, the term relative includes the employee's spouse or state registered domestic partner, child, grandchild, grandparent or parent; the term household member means persons residing in the employee's home who share reciprocal duties of care and financial support with the employee.
- 18.2 Leave Donation. An employee may donate annual leave, sick leave, or personal holiday to another state employee for purposes of the Washington state leave sharing program under the following conditions:
- 18.2.1 The Employee's request to donate leave will not cause his/her annual leave balance to fall below eighty (80) hours. Minimum annual leave balances are pro-rated for employees working less than full-time based upon the percent of FTE.
- 18.2.2 The Employee's request to donate leave will not cause his/her sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.
- 18.2.3 An Employee shall be allowed to donate all or part of his/her personal holiday to an employee authorized to receive shared leave.
- 18.2.4 An Employee may not donate accrued annual leave hours that would otherwise be lost on their next anniversary date, in the month prior to their anniversary date. An Employee may not donate accrued sick leave that would otherwise be lost upon their separation from employment.
- 18.3 Voluntary Donation. No Employee may be intimidated, threatened, or coerced into donating leave for purposes of this program.
- 18.4 Shared Leave Request and Usage. Employees may request and receive and use donated leave as follows:
- 18.4.1 The University will determine the total amount of leave an employee may receive through the shared leave program, provided that no employee shall receive more than two hundred sixty-one (261) days of shared leave.
- 18.4.2 Employees requesting shared leave must provide written justification for the request, which may include medical documentation describing the underlying

need for shared leave and identifying the expected date the employee will be able to return to work.

18.4.3 Employees requesting shared leave because of a call to military service must submit with their request a copy of the military orders verifying the employee's required absence.

18.5 Unused Leave. If the University determines that an employee will not need donated leave, such leave will be returned to donors accrual balances. The hours are proportionately returned to the appropriate type of leave accrual, i.e., annual leave, sick leave, personal holiday. If there are multiple donors, the unused hours are returned to the donors' on a prorated basis.

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ARTICLE 19 – FAMILY MEDICAL LEAVE

- 19.1 Family Medical Leave (FML). Upon request, the University will provide Family Medical Leave for all employees covered by this Agreement on the same basis as the program is provided for all other University employees, except as otherwise provided for in this Section.
- 19.2 Eligibility. An eligible employee is an employee who has been employed by the state for at least twelve (12) months, and who has worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the commencement of leave. Eligible employees are permitted up to twelve (12) weeks of FML during a rolling twelve (12) month period for purposes specified by law. Employees may retain the use of paid leave balances including compensatory time sufficient to maintain University sponsored employee benefits for up to four (4) months following the exhaustion of the employee's full time FML status.
- 19.3 Employees taking FML will be allowed to take such leave on an intermittent or reduced-schedule basis when the medical documentation supports such a schedule.
- 19.4 An eligible employee may take FML for illness or injuries related to active military duty.
- 19.5 An employee may take FML to care for an immediate family member with a serious illness or injury incurred in the line of active duty. An eligible employee may request up to twenty-six (26) weeks of FML. In circumstances where the employee is the next of kin to the service member, he or she will be allowed to take FML to care for the service member.
- 19.6 HRS designated absences that meet the criteria of FML. FML shall be administered according to the Family Medical Leave Act, 29 U.S.C. § 2601 et seq., and related regulations, 29 CFR § 825 et seq. WAC 357-31-525.
- 19.7 Maternity Related Disability Leave. Disability leave due to pregnancy and/or childbirth may be a combination of sick leave, annual leave, personal holiday, compensatory time, and leave without pay. The employee chooses the combination and use of paid and unpaid leave during such disability leave.
- If necessary due to disability, the employee is allowed to use a minimum of eight (8) hours of accrued paid leave per month for up to four (4) months of disability leave due to pregnancy and/or childbirth (or as long as medically certified) to provide for continuation of University-paid benefits. The total months of such disability leave includes the twelve (12) weeks provided under the Family and Medical Leave Act, if eligible.
- 19.8 Parental Leave. Employees may request parental leave for up to six (6) months, including any period of FML pursuant to Section 19.1 for the birth and care of the employee's newborn child or the placement with the employee of an adopted or foster child. Parental leave must be taken within one (1) year following the child's birth or placement. The only basis for denial is operational necessity. The University may approve requests for more than six (6) months of parental leave.

ARTICLE 20 – LEAVE OF ABSENCE WITHOUT PAY

20.1 Purposes. In addition to the circumstances specified elsewhere in this Agreement, the University, at its discretion, may approve a leave of absence without pay for the reasons specified below:

- (a) Maternity Disability Leave
- (b) Parental Leave
- (c) Disability Leave
- (d) Reasonable Accommodation
- (e) Family Medical Leave (FML)
- (f) Compensable work-related injury or illness leave
- (g) Military leave
- (h) Cyclic employment
- (i) Childcare emergencies
- (j) Governmental service leave
- (k) Educational leave

20.2 Conditions Applicable to Leaves of Absence without Pay. Employees must submit any request for a leave of absence without pay in writing at least fourteen (14) days in advance of the leave, unless precluded by emergency conditions or otherwise provided for in this Agreement. The request will include the beginning and ending date and the purpose of the leave. The University will provide the employee a written approval or denial. If denied, the reason (s) will be included. Except as required by law, a request for a leave of absence without pay in excess of two (2) days' duration must meet the following conditions, however unpaid absences of two (2) days or less may be authorized by an employee's immediate supervisor if such absences are congruent with the operational needs of the University:

20.2.1 The employee must have successfully completed twelve (12) months of service;

20.2.2 The employee must have a bona fide intention of returning to work following the leave;

20.2.3 Except for leave of absence for government service in the public interest, leave of absence may not exceed twelve (12) months without approval of the area's Appointing Authority.

20.2.4 Employees will not earn sick leave or annual leave for any month in which leave of absence without pay exceeds ten (10) working days.

20.3 Use of Paid Leave. The employee on an approved leave of absence without pay, except for FML, must exhaust all available paid leave, including compensatory time, sick leave (if available for the purpose of the employee's leave), annual leave, and personal holiday time before taking unpaid leave; provided that an Employee on FML may use paid leave at the rate of eight (8) hours minimum per month to keep benefits in effect.

- 20.4 Reinstatement. Employees returning to work following an approved leave of absence without pay will be returned to the position they held prior to the leave of absence or to another available position in the same classification as determined by the University; provided that in the event the employee's position is eliminated during the time the employee is on leave, he or she will be notified and provided a time period in which to exercise any rights available pursuant to Article 27.
- 20.5 Individuals who are hired to perform duties in the absence of employees who are on leave shall be advised at the onset of their service if the position they are occupying will be a temporarily filled position, and advised of their rights should their appointment end.

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ARTICLE 21 – MILITARY LEAVE

- 21.1 Military Leave. Any employee who is a member of a military reserve force of the United States or of the Washington National Guard shall be entitled to military leave with pay not to exceed twenty-one (21) working days during the October 1 through September 30 time period. Such leave will be granted when the employee is ordered to report for active duty, when called, or when ordered to take part in active duty training. Such paid military leave shall be in addition to any compensatory time, annual or sick leave to which the employee might otherwise be entitled, and shall not involve the reduction of any benefits, performance rating, privileges or pay. During the period of paid military leave, the employee shall receive his/her normal base pay.
- 21.2 Military Leave of Absence. Employees shall be granted a military leave of absence without pay for absence from work for service in the armed forces of the United States or the Washington National Guard. During an unpaid military leave of absence, an employee is entitled to receive:
- 21.2.1 Retirement benefits and service credit in accord with the provisions of the applicable retirement system.
 - 21.2.2 Health plan coverage at the employee's request and expense for a limited period of time as determined by the Health Care Authority.
 - 21.2.3 Other length of service credits related to employment that would have been granted had the employee not been absent; provided the employee returns to the University at the conclusion of leave in accordance with applicable state and federal laws.
 - 21.2.4 Any additional benefit required by applicable state or federal law.
- 21.3 Copy of Employee Orders. Unless prohibited by military necessity, the University shall be provided with a copy of an employee's orders at the time the employee requests military leave.
- 21.4 Return from Military Service. Following release from military service, an employee shall have the right to return to his/her employment as provided by applicable state and federal law.

ARTICLE 22 – OTHER LEAVE

- 22.1 Leave for Child Care Emergencies. Employees using leave due to child care emergencies must notify their supervisor of their absence as soon as possible prior to the start of their scheduled shift or prior to the event which requires the need for leave, whichever is sooner.
- 22.2 Bereavement Leave. Bereavement leave of three (3) days with pay, per occurrence, shall be allowed for each death of a family or household member. However, an employee may request an additional two (2) days paid bereavement leave for good cause, including: travel distance to attend funerals or memorial services, complexities or unusually administrative responsibilities arising in connection with a decedent's estate or similar unforeseen circumstances requiring an extended absence from work. Such requests shall be made in writing and include reason for additional leave request. University denials of such requests will be written, and shall include the reason for the denial.
- 22.2.1 As used in this section, "family" means spouse, parent, step-parent, sister, brother, parent in-law, registered domestic partner, grandparent, minor/dependent child, child, and grandchild. As used in this section "household member" includes, persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. The term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.
- 22.2.2 With approval of the employee's supervisor, employees may utilize additional accrued sick leave, annual leave, personal holiday or leave without pay for bereavement when the employee believes that an extended absence is dictated by the circumstances. Approval will not be withheld absent a legitimate business reason, which will be detailed in writing to the employee, with a copy to the Union.
- 22.3 Civil Leave. Employees subpoenaed to appear for jury service, as a witness or for other subpoenaed civil duties will receive pay at their regular rate of pay for work hours missed because of their required service. The University may require documentation or verification of jury service. Employees must notify their supervisors upon receipt of a subpoena for jury or witness duty, keep their supervisors apprised of the schedule for their jury or witness duties, and report to work when the court schedule permits. Employees assigned to work an evening or night shift will be reassigned to a day shift for the duration of the jury or witness service. Employees may retain any payments received for attendance or travel/meal expenses incurred as a result of jury service or appearance as a witness.
- 22.4 Employees will be provided paid leave in order to take state examinations, participate in the Employee Assistance Program, and for all other reasons set forth in WAC 357-31-325.

ARTICLE 23 – VACANCIES & POSITION ALLOCATIONS

- 23.1 Vacancies. The University will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. The University can fill a position on a full time or part time basis. Except for vacancies being filled from a layoff list, reassignment or Reasonable Accommodation, the University will post a vacancy
- 23.2 Posting of Vacant Positions. Vacant positions will be posted for a minimum period of at least five (5) business days.
- 23.2.1 Except as outlined in 23.2.3, the University will first consider qualified bargaining unit employees on the appropriate internal layoff list who have the required skills and abilities to perform the duties of the position. In the event the position is not filled with a candidate from the internal layoff list, the University will consider candidates in the job classification being recruited for from the internal transfer list, or those employees who are requesting a voluntary demotion, who have the skills and abilities to perform the duties of the position being filled.
- 23.2.2 If no candidate is selected, the University will consider all other candidates, including employees who are requesting a promotion and external candidates
- 23.2.3 For Bargaining Unit 16 Only. For vacancies to be filled within the unit, the senior qualified candidate requesting a transfer will be appointed to the position. For promotional opportunities within the unit, the senior qualified candidate will be appointed to the position unless a junior candidate possesses substantially greater ability, job performance and applicable qualifications. Seniority for the purpose of this process will be counted from the Employee Continuous Service Date. Should no internal Bargaining Unit 16 candidate request a transfer or promotion at the time of the vacancy, all other provisions in this Article related to filling a vacancy apply.
- 23.2.4 Candidates applying for a vacant position will be required to submit sufficient documentation to allow the University to determine their qualifications for the position sought.
- 23.3 Position Allocation. Positions shall be allocated to the appropriate classification.
- 23.4 Promotion. Pertains to the movement to a position with a higher salary range than the position currently occupied by an employee.
- 23.5 Voluntary Demotion. Pertains to employees requesting a change from a position in one classification title to a position in another classification title that has a lower salary range maximum.
- 23.6 Transfer. Pertains to permanent employees requesting a change from one position to another in the same classification, with the same salary range maximum.

23.7 Reassignment. Pertains to a University directed move of a permanent employee from one classified position to another within the same class in the same department.

23.8 Position Changes. When Human Resources becomes aware of one of the following actions, the Union will be notified in accordance with Article 3:

23.8.1 Reallocation of an occupied bargaining unit position to a lower classification; or

23.8.2 Removal of an occupied position from the bargaining unit.

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ARTICLE 24 – TYPES OF APPOINTMENTS

- 24.1 Full-Time Appointments. Full-time appointments are scheduled to work twelve (12) months per year, forty (40) hours per week.
- 24.2 Part-Time Appointments. Part-time appointments are scheduled to work at least twenty (20) hours per week and/or less than forty (40) hours per week. Such employees will receive a percentage of the full-time benefits (annual leave, sick leave, personal holiday, holidays, etc.) based on the percentage their monthly schedule bears to full-time employment.
- 24.3 Cyclic Appointments. Cyclic leave positions are defined as less than twelve (12) month appointments due to known budgetary restraints or known recurring periods in the academic calendar when the position is not needed.
- 24.3.1 Cyclic Year Schedules. At least fifteen (15) days before the start of each annual cycle, a cyclic schedule shall be established. Incumbents of cyclic year positions will be informed in writing of their scheduled periods of leave without pay in the ensuing annual cycle. Such leave without pay shall not constitute a break in service and shall not be deducted from the employees' length of service in granting periodic increments nor in computing the employees' vacation leave accrual rate.
- 24.3.2 Additional Work for Cyclic Employees. When additional work is required of a cyclic year position during a period for which the position was scheduled for leave without pay, the temporary work will be offered to the incumbent first, then to available bargaining unit members by seniority who have the knowledge, skills, and abilities to perform the work.
- 24.4 Temporary Appointments. The University may employ temporary/hourly employees to meet short-term and/or intermittent workload needs.
- 24.4.1 The University hires temporary employees for the following purposes:
- (a) Overflow or extra work required for a work load peak
 - (b) Ongoing part-time work
 - (c) To complete a special project, a cyclic work load need, or on a substitute basis to fill in for employee absences as deemed necessary by the University
- 24.5 Temporary/Hourly Employees Defined. Non-student, temporary/hourly employees who have worked more than three hundred fifty (350) hours in the previous twelve (12) consecutive month period in a bargaining unit covered by this Agreement who are members of the bargaining unit. The University will notify the Union of temporary/hourly employees who meet the above criteria on the monthly membership reports. Should temporary/hourly employees be hired during the term of this Agreement, who meet the above criteria, the University agrees, if requested by the Union, to reopen

this Agreement to discuss the applicable terms of the Agreement, including wages, that may apply to them. Until agreement has been reached, the parties agree temporary/hourly employees will be governed by the temporary/hourly conditions as provided in applicable University Policies and Procedures.

24.5.1 Temporary appointments will not be used by the University to circumvent appropriate hiring procedures.

24.6 Temporary Upgrades. The University may assign to an employee duties from a higher job classification for a period not to exceed six (6) months. For the duration of such a temporary assignment, the employee shall receive additional compensation equal to the pay range of the higher classification.

24.7 Reallocation. For the duration of the 2015-2017 Agreement, the University agrees not to initiate a position review which results in a reallocation of bargaining Unit 16 employees working in classified positions covered by this agreement on April 11, 2011 to a classification with a lower salary range maximum.

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ARTICLE 25 – PROBATION AND TRIAL SERVICE

25.1 Probationary Period. Following an employee's initial appointment into a permanent position, the employee will serve a probationary period of six (6) months. This period is to allow the University the opportunity to observe and assess the employee's work and to train and aid the employee in adjusting to the position in order to determine if the employee will be granted permanent status in the position.

25.1.1 The University reserves the right to separate any probationary employee from employment or terminate the probationary appointment at any time within the probationary period without cause with three (3) work days' notice for any reason that does not conflict with the law or public policy. The date of notice shall be considered day one of the notice. Such separations shall not be grievable.

25.1.2 The University may discipline or discharge a probationary employee at any time during the probationary period. Disciplinary action must be for cause, and may be challenged through the grievance procedure.

25.1.3 The University may extend the employee's probationary period on a day-for-day basis for any day(s) that the employee is on sick leave, leave without pay or shared leave, except for leave taken for military service.

25.1.4 An employee who transfers or is promoted prior to completing his or her initial probationary period will serve a new probationary period. The length of the new probationary period will be six (6) months, unless adjusted by the appointing authority for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) months.

25.2 Trial Service Period

25.2.1 Employees with permanent status in a bargaining unit position who promote or voluntarily demote to a job classification within the bargaining unit in which they have not previously attained permanent status will serve a trial service period of six (6) months. This period is to allow the University the opportunity to observe and assess the employee's work and to train and aid the employee in adjusting to the position in order to determine if the employee will be granted permanent status in the position. Employees will be provided a position description and performance expectations for the new position.

25.2.2 The University will extend the employee's trial service period on a day-for-day basis for any day(s) that the employee is on sick leave, leave without pay or shared leave, except for leave taken for military service.

25.2.3 Employees will be given reasonable written notification, when the University believes they are in danger of failing trial service for performance related issues. The notice will specify performance goals that will assist the employee in achieving a successful conclusion to the trial service period. The University may extend trial service up to thirty (30) days in order to more adequately

evaluate an employee who is in danger of failing trial service. Specific reasons for the extension will be provided to the employee in writing. Prior to reversion the University will provide written notice to an Employee that they have not successfully completed his/her trial service period. That notice shall include an opportunity to revert to a bargaining unit position that is:

- (a) Vacant or staffed by a probationary employee and within a job classification in which the trial service employee previously held permanent status; or
- (b) Vacant, at or below the trial service employee's previous salary range, and in the same classification series as the position in which the trial service employee previously held permanent status.
- (c) In either case, the employee being reverted must have the skills and abilities required for the vacant position.
- (d) If no reversion options are available the Employee may request to be placed on the appropriate layoff list for bargaining unit positions in job classifications in which he or she had previously attained permanent status.

25.2.4 Employees involuntarily reverted from trial service will have the right to grieve their reversion according to the standards and procedures set forth in this Article. The grievance will be limited to Steps One and Step Two of the grievance procedure. However, the Appointing Authority will consult with the Labor Relations Officer prior to issuing a formal determination of the grievance.

25.2 Permanent Status. An employee will attain permanent status in a job classification upon his or her successful completion of a probationary or trial service period.

ARTICLE 26 – SENIORITY

- 26.1 Seniority. An Employee’s seniority will be the total length of unbroken service, measured from the last period of unbroken service in a civil service position, adjusted as provided in Section 26.2.
- 26.2 Adjustment of Seniority Date. Approved unpaid leave shall not result in a break in service, but will result in adjustment of an employee’s seniority date on a day-for-day basis for each day the employee spends on unpaid leave, except as follows:
- 26.2.1 Cyclic employees will not have their seniority dates adjusted because of their regularly scheduled period(s) of unpaid leave.
 - 26.2.2 Employees who are receiving time loss benefits through workers’ compensation, and who are not augmenting those time loss benefits through use of other paid leave, will not have their seniority date adjusted unless their time in such status exceeds six (6) months.
 - 26.2.3 Employees will maintain their seniority date during a period of unpaid military leave as required by applicable law.
- 26.3 Losing Seniority. Employees who have established seniority will lose their seniority rights in the event of the following occurrences: discharge for cause; resignation amounting to a complete separation from employment with the University; failure to reasonably comply with the layoff-recall requirements of this Agreement.
- 26.4 Seniority Ties. Ties in seniority will be broken by measuring the employee’s last continuous time within their classification. If the tie remains, seniority will be determined by measuring the employee’s last continuous time at the University. If the tie remains, seniority will be determined by measuring the employee’s total accumulated time with the state. If the tie remains, seniority will be determined by lot.
- 26.5 For Bargaining Unit 16 Only: Seniority Personnel Preferences. The term “seniority” as used in this subsection shall mean an employee’s rank in terms of length of service in the bargaining unit with respect to other members of the bargaining unit. The employee with the earliest seniority date shall have preferential rights regarding the following personnel actions: shift selection requests, scheduling annual leave, and overtime offers. These rights shall, however, only be applicable within individual departments.
- 26.6 Layoff Seniority Rights. Time spent in layoff status will not be considered a break in service if the employee is recalled to work from a layoff list. Upon recall from a layoff list, an employee’s seniority date will be adjusted by the period of time the employee spent in layoff status. Employees on layoff status must provide the University Human Resource Services department with their current contact information, including mailing address. A copy of each position opening notice (job posting) will be mailed to each bargaining unit member in layoff status. In lieu of mailing the information may be transmitted via electronic mail.

ARTICLE 27 – LAYOFF

- 27.1 Layoff. The University shall determine the basis for, the extent of, and the effective date(s) of layoffs in accordance with the provisions of this Article. A reduction of regularly scheduled hours for a permanent status employee of a position of anything greater than two-tenths (0.2) FTE will be considered a layoff and will permit an employee to exercise layoff rights.
- 27.2 Layoff Notice. A permanent status employee shall receive at least thirty (30) days written notice of layoff, including no less than five (5) working days in which to select placement on layoff list(s) and/or an option in lieu of layoff.
- 27.3 The least senior permanent employee in the classification identified for layoff shall be the first laid off, provided the other employees in the classification possess the necessary knowledge, skills, and abilities to accomplish the essential functions of the remaining work.
- 27.4 Only employees represented by the Union are covered by the provisions of this Article. All other University employees are specifically precluded from bumping or reverting into covered positions. For Bargaining Unit 16 Only: the least senior permanent employee in the bargaining unit identified for layoff shall be the first laid off, provided the other employees in the bargaining unit possess the necessary knowledge, skills, and abilities to accomplish the essential functions of the remaining work.
- 27.5 Layoff Options. Regular and cyclic employees who have completed their probationary period and who are designated for layoff shall
- 27.5.1 Be given the option to move to an available comparable position in the employee's current classification.
 - 27.5.2 If the employee has no option to a position in their current classification, they shall be given the option to take an available position in a lower classification in the occupational category/class series in which the employee has held permanent status, in descending salary range order. The Employee does not have to have held permanent status in the lower classification.
 - 27.5.3 If continued employment is not available, the employee's name shall be placed on the University layoff list in accordance with Section 27.7.
- 27.6 Available Positions. A position is considered available if it is within the bargaining unit, and is vacant or held by a less senior employee. The employee must be able to meet the minimum qualifications of the position and possess the necessary knowledge, skills, and abilities to accomplish the essential functions of the work with minimal refresher training.
- 27.7 Layoff List. The University shall maintain an internal layoff list for employees who have been laid off. Employees shall be given layoff list rights to classifications in which they have held permanent status, and all lower classifications in the occupational category/class series that are within the bargaining unit.

27.8 An employee shall have his or her name removed from the internal layoff list for any of the following: accepting an offered position, refusing to accept an offered position as identified above, failing to respond within seven (7) days to an offer sent to the last known address of the employee; or two (2) years following the effective date that the employee was laid off.

27.9 Reinstatement of Benefits Following Layoff. If an employee accepts appointment into a position from the layoff list, the Employee will be placed at the salary equal to the employee's base salary at time of layoff, not to exceed the salary range maximum. An employee appointed from a layoff list shall be credited with the sick leave balance accrued at time of layoff. An employee appointed from a layoff list shall be reinstated with the seniority and unbroken service the employee had at time of layoff.

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ARTICLE 28 – RESIGNATION AND PRESUMPTION OF RESIGNATION

- 28.1 Notice of Resignation. An employee may resign from service and should present, at least fourteen (14) days in advance of the effective date, his/her resignation verbally or in writing.

An employee may request to withdraw a resignation once submitted, by providing a written request of the withdrawal to his/her Appointing Authority for consideration within seventy-two (72) hours after the resignation was submitted, including the reason for such request. The response from the Appointing Authority will include the reasons for the acceptance or denial of the request for withdrawal of resignation. Such requests will not be denied absent a non-arbitrary business reason as determined by the University.

This option may be exercised only once per employee. Nothing in this Article limits a supervisor's ability to address employee concerns, training, performance or behavior issues.

Resignation is a serious action and employees contemplating resignation are encouraged to contact their Union representative prior to submitting their letter of resignation.

- 28.2 Presumption of Resignation. An employee who is absent without authorized leave or contact for more than three (3) consecutive workdays will be presumed to have abandoned his/her position. The employee will be notified in writing of the presumption of resignation. The written notice will advise the employee that he/she will have seven (7) days to petition the Appointing Authority in writing for reinstatement upon proof that the absence was involuntary or unavoidable. Nothing in this Article limits a supervisor's ability to address employee concerns, training needs, performance or behavioral issues.

ARTICLE 29 – PERFORMANCE EVALUATIONS

- 29.1 Overview. Employee work performance will be evaluated during probationary and trial service periods and annually thereafter. Performance evaluations will fairly and accurately reflect actual job performance. Immediate supervisors will meet with employees at the start of their review period to discuss performance expectations. Employees will receive written copies of their performance expectations as well as written notification of any modifications made during the review period.
- 29.2 Probationary Period Progress Evaluation. Probationary employees shall receive an informal performance evaluation to discuss the employee's progress in the job during the probationary period.
- 29.3 Evaluation Form. As part of the performance evaluation process, employees will be provided with a written performance evaluation on a standard form selected by the University, which will include a signature line for the employee to acknowledge receipt of the evaluation and a space to record the employee's comments regarding the evaluation. The completed performance evaluation form, including the employee's comments, will be maintained in the employee's personnel file. A copy of the evaluation will be given to the employee.
- 29.4 Performance Evaluations. The evaluation is intended to convey the supervisor's opinion of the employee's performance in relation to the job standards and expectations for the employee's position, including Quality of Work, Quantity of Work, Job Knowledge, Working Relationships, and Work Related Optional Factor(s). Such factors may include but are not limited to: initiative, follow-through, effectiveness, professionalism, attitude and judgment. Performance evaluations are not subject to the grievance procedure in Article 32, except to the extent that the Employee believes there are irregularities in the use of the approved performance evaluation form and/or procedures described in this Article.
- 29.5 Unsatisfactory Level of Performance. All performance evaluations reflecting an unsatisfactory level of performance in one or more categories shall state specific reasons for the unsatisfactory evaluation, and action necessary by the employee to improve the unsatisfactory performance, including any recommended training. The employee's performance in the unsatisfactory category shall be periodically reviewed in a meeting with the employee and the immediate and/or other reporting line supervisor and a summary of the discussion will be maintained in the supervisor's working file until the subsequent regular evaluation has been completed.
- 29.6 Performance Issues. Performance issues should be brought to the attention of the employee in a timely manner in order to give the employee the opportunity to address the concern with the supervisor.

ARTICLE 30 – PERSONNEL FILES

- 30.1 Official Personnel File. The University shall maintain only one (1) official personnel file for each employee. The Human Resources Services office shall maintain the official personnel file. This shall not preclude the maintenance of all lawful payroll, benefits, medical and computer records by the University or the supervisor's working file.
- 30.2 Employee Right to Review. Each employee shall have the right to review the entire contents of his/her personnel file. Such review shall be in the presence of a Human Resources Services representative during business hours. During the review, an official or representative of the Union may be present. The employee may request a copy of any material in the file. Employees may not alter any documents in their personnel file. With employee and/or such authorization as is required by law, a Union representative may review an employee's file.
- 30.3 Copies of Personnel File Material. Employees shall be provided a copy of all material relating to discipline or performance that is placed in their personnel file, except employee-initiated material.
- 30.4 Written Rebuttals. An employee may, at any time, submit for inclusion in the personnel file, a written rebuttal or comment regarding performance related materials, including disciplinary matters, placed in his/her file.
- 30.5 Removal of Material. An employee may request that the Appointing Authority remove material that he/she believes to be false, frivolous, irrelevant, or to have been improperly included in the personnel file. All adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrong doing, shall be promptly removed from the personnel file.
- Information may be retained if the employee requests that the information is kept in their file; or the information is related to pending legal action or legal actions may reasonably be expected to result.
- 30.6 Public Disclosure. When documents contained in an Employee's official personnel file are subject to a public disclosure request under RCW 42.56, the University shall notify the employee of the request at least seven (7) days in advance of the intended release date in advance of the release date. On the employee's request the University will provide a copy of the public disclosure request.
- 30.7 Supervisor Working Files. Supervisors may keep working files regarding employees. Material in a working file will not be retained in the supervisory file beyond the employee's next scheduled or required performance evaluation.
- 30.8 Medical Information Files. Any health and medical information which is obtained by the University must be maintained in a separate, confidential file. Information included in this file will be maintained, accessed and used only in the parameters of University business.

- 30.9 Upon request, the Union or the affected employee will be provided with copies of documents contained in the supervisor working file.
- 30.10 The University may charge a reasonable fee for copying any materials beyond the first copy.

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ARTICLE 31 – CORRECTIVE AND DISCIPLINARY ACTION

- 31.1 The University shall tailor corrective or disciplinary actions to respond to the nature and severity of the offense, as well as the employee's prior work record. The University will not be precluded from discharging an employee or administering other substantial forms of discipline despite the absence of any prior disciplinary record when warranted by the nature and/or severity of the offense. When taking corrective or disciplinary action, the University will make a reasonable effort to protect the privacy of the employee.
- 31.2 Corrective Action. Possible corrective actions may include, but are not limited to: an informal verbal counseling, a verbal reprimand, a counseling memo, performance improvement plan, or a letter of reprimand.
- 31.3 Disciplinary Action. Possible disciplinary actions may include, but are not limited to: suspension, reduction in pay, demotion, or dismissal.
- 31.4 Cause for Discipline. All disciplinary actions, including dismissal or involuntary separation for any reason other than layoff and normal end of appointment, for employees who have successfully completed their probation period, shall be for just cause.
- 31.5 Representational. The unavailability of a Union Representative will not be cause for delaying the investigatory or pre-disciplinary meeting beyond a reasonable period, unless mutually agreed to by the University and the Union. If the requested Union Representative is not reasonably available, the employee may select another Union Representative. Employees seeking representation are responsible for contacting their representative.
- 31.6 Investigations. The University has the authority to conduct investigations.
- 31.6.1 Representation. If the University determines that an investigation is necessary, the effected employee shall be informed that he or she has the right to Union representation. Upon request, the employee shall be permitted a reasonable period of time to arrange for participation of a Union Representative (including the Union's professional staff), as is appropriate and timely to the situation. The role of the Union Representative is to provide assistance and counsel to the employee during an investigatory interview, rather than serve as an adversary, nor can they bargain over the purpose of the interview. The exercise of rights in this Article must not interfere with the University's right to conduct the investigation.
- 31.6.2 Duty to Cooperate. Employees have an obligation to cooperate with investigations conducted by the University.
- 31.6.3 Meetings. Investigatory interviews, and other meetings related to disciplinary action in which the employee is required to attend, shall be conducted during an employee's regularly scheduled work time unless the circumstances otherwise require. Employees will be in paid status for investigatory interviews or other meetings related to their disciplinary actions which are convened by the University.

- 31.6.4 Alternate Assignment. The University may, at its discretion, place employees in an alternate assignment or on home assignment during disciplinary investigations. Employees on home assignments must remain available during their normal hours of work. Alternate and home assignments are not discipline, and employees will not lose pay or benefits for a home assignment. Alternate and home assignments are not subject to the grievance procedure.
- 31.7 Pre-Disciplinary Procedure. Prior to imposing disciplinary actions, the following pre-disciplinary procedure shall apply:
- 31.7.1 Pre-Disciplinary Action(s). The University shall inform the employee and the Union of the pre-disciplinary meeting in writing. The notice shall contain the reasons for the contemplated discipline and copies of available documentation. The notice will also inform the employee of the right to Union representation at a Pre-Disciplinary Meeting. The written notice will be furnished directly to the employee during the employee's working hours or, if this is not possible, sent by certified mail to the employee's last known address.
- 31.7.2 Pre-Disciplinary Meeting. The University will schedule a Pre-Disciplinary Meeting to permit the employee to respond to charges either at a meeting or in writing, if the employee prefers.
- 31.7.3 Request for Information. Upon completion of an investigation and upon request, an employee or the Union will be provided with copies of any documents or witness statements upon which the University is relying for the proposed disciplinary action in accordance with appropriate state rules. Unless substantiated, no disciplinary action will be implemented based solely on anonymous charges or complaints.
- 31.7.4 Disciplinary Decision. The University shall inform the employee and the Union of its decision in writing. The written notice will include the specific cause for any discipline issued, and will inform the employee of his or her right to grieve. If the disciplinary decision involves a permanent reduction in pay or dismissal, the notice will set an effective date for action of at least fourteen (14) days from the date the notice was delivered to the employee. The University may dismiss an employee effective immediately with pay in lieu of the fourteen (14) days' notice period. The University may dismiss an employee effective immediately, without pay, in lieu of the fourteen (14) days' notice period if the Appointing Authority determines that continued employment jeopardizes the good of the department. The notification for the dismissal is required and shall state the reason(s) for the dismissal and, in addition, the necessity for the immediacy of the action.
- 31.8 Grievance of Corrective and Disciplinary Actions. Oral Corrective Actions may not be grieved. Written Corrective Actions may be grieved through Step Two of the grievance procedure only. Letters of Reprimand are not subject to the full grievance process through Arbitration, unless an Employee receives three (3) Letters of Reprimand from the same

supervisor within a twelve (12) month period; then the third and all subsequent Letter of Reprimands from the same supervisor will be subject to the full grievance procedure, including Arbitration, during the twelve (12) month period following the effective date of the third Letter of Reprimand. Permanent employees may grieve disciplinary actions, including terminations due to job abandonment, through the grievance procedure. The timeline for filing grievances contained in Article 32 will begin to run on the date the Employee is notified in writing of the Corrective or Disciplinary Action. Disciplinary Actions may be grieved through every step of the grievance procedure beginning at Step Two.

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ARTICLE 32 – GRIEVANCE PROCEDURE

- 32.1 The Union and the University encourage problem resolution between employees and management, and are committed to resolving disputes at the earliest opportunity and at the lowest level possible. The procedure set forth in this Article shall be the exclusive means of resolving grievances.
- 32.2 Grievance Defined. A grievance is a dispute between the University and the Union, an employee, or a group of employees as to the interpretation, application or violation of any terms or provisions of this Agreement.
- 32.3 Time Limits. Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the Union, on behalf of the employee(s), fails to act or respond within the specified time limits or fails to request and be granted an extension of the time limits, the grievance will be considered withdrawn. If the University fails to respond within the specified time limits or fails to request and be granted an extension of the time limits, the grievance shall proceed to the next step of the grievance procedure. For the purposes of this Article, “days” shall mean calendar days, excluding any day observed as a Holiday pursuant to the University’s Holiday schedule.
- 32.4 Informal Discussion. Employees are encouraged to attempt to resolve complaints through informal discussion with their supervisors prior to filing a grievance.
- 32.5 Modification. No newly alleged violations and/or remedies may be added after the initial written grievance is filed, except by written mutual agreement.
- 32.6 Resubmission. If resolved or withdrawn, a grievance cannot be resubmitted on the same issue based on the same facts.
- 32.7 Step One. Regardless of the status of any informal discussions between an employee and his or her supervisor, the Union, on behalf of the aggrieved employee(s), shall submit the grievance in writing to the Labor Relations Officer or designee within thirty (30) days of the events giving rise to the grievance, or the date the employee(s) or the Union knew or could reasonably have been expected to know of such events. The written statement shall include the name of the aggrieved employee(s), the facts giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. The Department Head or designee shall attempt to meet with the Union and the aggrieved employee to resolve the grievance within fifteen (15) days following the date of the written submittal. The Department Head or designee shall respond to the grievance in writing within fifteen (15) days following the Step One grievance meeting.
- 32.8 Step Two. Should Step One fail to resolve the grievance, the Union shall, within fifteen (15) days after receipt of the Department Head’s or designee’s response, submit the grievance in writing to the Appointing Authority. The parties shall attempt to meet to resolve the grievance within fifteen (15) days following the date of the written submittal. The Appointing Authority shall respond to the grievance in writing within fifteen (15) days following the Step Two grievance meeting.

- 32.9 Step Three: Mediation. Should Step Two fail to resolve the grievance, the parties, upon mutual written agreement, may within fifteen (15) days after receipt of the Appointing Authority response, give written request for mediation to the Public Employment Relations Commission (PERC). If mediation is desired, the Union will submit a copy of the request for mediation to the agency and to the University's representative. If PERC or a party declares impasse, the Union may request arbitration.
- 32.10 Step Four: Arbitration. Within 15 days of 1) receipt of Appointing Authority decision on the grievance; 2) either parties' written notification to the other of an intent to decline mediation; or 3) declaration of impasse in mediation process; whichever is applicable, the Union may request arbitration. A written request for arbitration shall be provided to American Arbitration Association (AAA), or if mutually agreed upon Public Employment Relations Commission (PERC). The written request shall be submitted concurrently to the University's Labor Relations Officer. PERC arbitration, if agreed upon will be in accordance with PERC procedures.
- 32.10.1 The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing. The demand for arbitration will request that a list of seven (7) arbitrators (Washington or Oregon only) be submitted by the AAA, if that agency is selected to process the matter, to the parties, from which an arbitrator shall be selected by mutual agreement or by alternately striking one (1) name from the list until only one (1) name remains. In the case of striking names, the moving party shall be the first to strike a name
- 32.10.2 Challenges to the arbitrability of a grievance shall be resolved in the same proceeding as the arbitration on the merits of the grievance. The arbitrator shall confine himself/herself to the precise issue(s) addressed on the grievance form and submitted for arbitration. The arbitrator shall have no power to determine any other issue(s) not so submitted, nor render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and his or her power shall be limited to interpretation or application of the express terms of this Agreement.
- 32.10.3 The Arbitrator shall issue written decision to the parties. The decision shall be final, conclusive and binding on the University, the Union and the employees.
- 32.10.4 The Arbitrator's award may include back pay to the grievant(s); provided that no such back pay award shall exceed the actual loss to the grievant.
- 32.10.5 Except as directed by an Arbitrator or as noted below, the grievant(s), the grievant's Union Representative(s), and their witness(es) shall not be paid by the University for preparation for, travel to or from, or participation in arbitration hearings, but may use leave for such activities. When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay during his/her testimony, if he/she

appears during his or her work time; provided the testimony given is relevant and related to his/her job function and involves matters he/she has witnessed. In addition one Union officer may attend the hearing as a Union Representative without loss of pay if the hearing occurs during his/her regularly-scheduled work time.

- 32.10.6 Irrespective of the arbitrator's decision, each party shall pay the compensation and expenses for its own representatives and witnesses, including attorneys' fees. The parties will share equally the expenses and fees of the arbitrator, including the cost of a hearing room, if neither party is able to obtain a room free of charge and the hearing is conducted in a neutral location. If the arbitration hearing is postponed or cancelled by one party, that party shall bear any and all costs of the postponement or cancellation. The costs of any mutually agreed to postponements or cancellations shall be shared equally by the parties.
- 32.10.7 Either party may request the presence of a court reporter or transcriptionist at the arbitration whose expenses shall be borne by the party making the request, unless both parties request a transcript, in which case the expenses of the reporter shall be shared equally.
- 32.11 No Retaliation. Employees shall not be retaliated against as a result of participating in grievances filed under this Article.
- 32.12 Employees may challenge practices or actions that they allege violate the provisions of Article 8 through the University's Office of Equal Opportunity and/or using those remedies available through the grievance procedure and/or applicable law, including Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum.

ARTICLE 33 – JOB CONTRACTING

- 33.1 Contracting for Services. The University may contract for services historically performed by bargaining unit employees only as permitted by RCW 41.06.142 and WAC 236-51 or as otherwise authorized by applicable law after providing notice to the Union and an opportunity to bargain. The Union must make a demand to bargain within fourteen (14) days of the date of notice by the University by written request delivered to the University Labor Officer. The University will not contract out work which results in the layoff of bargaining unit employees during the term of this Agreement without following the provisions of RCW 41.06.142. The decision to shift specific bargaining unit work to an outside contractor, and its impact upon bargaining unit employees, must be negotiated with the Union prior to implementation of the procedures set forth in RCW 41.06.142. The University may contract for work that does not result in a layoff under circumstances such as: emergencies, shortage of resources, deadlines, specialty equipment and/or expertise needed, or work that has been historically and customarily contracted. In the case of emergency or mandated conditions that are outside of the University's control requiring immediate implementation, the University will notify the Union as soon as possible, and may implement if needed prior to the completion of negotiations.

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ARTICLE 34 – TRAINING/DEVELOPMENT AND EDUCATIONAL BENEFITS

- 34.1 Employee Training/Development Program.
- 34.1.1 Employee Requests for Training. Employees may submit a request for training to their supervisors. Requests will be considered based on operational needs and budget considerations. An employee whose requests for training are denied will be informed of the reason for the denial. If operational needs prevent the employee from participating in training, the employee shall work with the supervisor to find an alternate time period.
- 34.1.2 Subject to supervisory approval, the University may grant ninety-six (96) hours of paid release time per fiscal year for training purposes. Eligible part-time employees may use hours of release time pro-rated according to their FTE.
- 34.1.3 Departments may grant release time for: in-service programs offered through the University, e.g. Human Resource Services, Environmental Health and Safety, Information Technology Services; and time spent in training programs offered through a reputable non-University organization if the training promotes professional or job skill development.
- 34.1.4 Prior to approving more than sixteen (16) hours of release time, a supervisor may ask the employee to submit a training plan outlining his or her development goals.
- 34.2. Subject to supervisory approval, the University may allow employees covered by this Agreement to participate in University career counseling and assistance programs on work time and on the same basis as all other University employees.
- 34.3. Approved Training Time and Expenses. Time spent in University assigned training shall be considered work time. Hours spent attending training outside of regular work hours are not included as part of the employee's annual release time total. The University does not reimburse such training hours as extra compensation unless the training is required or directed by the supervisor. Travel or other expenses incurred as a result of University assigned training will be reimbursed in accordance with guidelines established by the state Office of Financial Management.
- 34.4. Tuition Fee Waiver Program. The University recognizes the value of education in the professional and/or personal development of employees. To encourage employees who wish to enhance their careers or personal opportunities through education, employees who have completed their probationary period are eligible to participate in the University's tuition fee waiver program, as provided in RCW 28B.15.558, on the same basis as the program is provided for all other University employees.

ARTICLE 35 – LEGAL DEFENSE

- 35.1 As a consequence of performing official University duties, an individual University officer or employee may be named as a defendant in a lawsuit. If that occurs, the officer or employee may request legal defense by the Attorney General's Office (AGO) in accordance with RCW 4.92.

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ARTICLE 36 – LICENSURE & CERTIFICATION

- 36.1 License and Certification Fees. Any pre-employment or pre-appointment licenses and certifications required at the time of hire into a position will be at the employee's expense and on their own time. Any licenses and certifications necessary to meet the minimum qualifications of the position will be obtained at the employee's expense and on their own time.

Employees who are required by the University to have licenses and certifications beyond that necessary to meet the minimum qualifications for their position (at time of hire), will acquire and maintain all such licenses and certifications at the University's expense and during paid release time.

Training is necessary to acquire security/access badges for secured areas leased to the Pacific Northwest National Laboratories (PNNL) and/or the U.S. Department of Energy. PNNL is specifically included in the requirements of this section.

- 36.2 Employees may request and supervisors may authorize payment of the cost of maintaining a license or certification identified as a preferred qualification for their position. An employee will report any loss of license(s) or certification(s) required to perform the employee's duties, to the employee's supervisor not later than the first work day following the loss or as soon as is practical.

ARTICLE 37 – AUTHORIZED PER DIEM AND MILEAGE

- 37.1 Reimbursement for Per Diem. Employees required to travel in order to perform official duties shall be reimbursed per diem expenses and mileage on the same basis as all other employees and in accordance with state law and regulations.

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ARTICLE 38 – PARKING AND TRANSPORTATION

- 38.1 Parking. The bargaining unit may place a representative on any WSU Tri-Cities University committees charged with responsibility for making parking/transportation recommendations on the WSU Tri-Cities campus to the same degree as other bargaining units or staff organizations are allowed to do so. If, as a result of a recommendation by the committee, parking rates are proposed to be increased during the term of this Agreement, the University will satisfy its collective bargaining obligation as outlined in Article 1.9

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ARTICLE 39 – EMPLOYEE ASSISTANCE PROGRAM

- 39.1 Employee Assistance Program (EAP). The University will offer an Employee Assistance Program for all employees covered by this Agreement. The program will provide short term counseling, assistance in clarifying relevant issues, and referrals to appropriate external resources without charge in accordance with BPPM 60.86. This program will be available to any employee covered by this Agreement and his or her immediate family as defined by the Department of Personnel Employee Assistance Program. Employees can request adjustments in schedule to allow for access to the services of the EAP.

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ARTICLE 40 – UNIFORMS AND EQUIPMENT

- 40.1 Cost of Uniform or Safety Equipment. The University will determine standards of dress for the position or duties required. However, the University recognizes that standards of dress in the workplace constitute a mandatory subject for collective bargaining, and the standards that existed on the date of certification of the bargaining unit will constitute the status quo until such time as other standards are negotiated. Any uniform or safety equipment required by the University, OSHA, WISHA, L&I or other regulatory authority will be provided, at no cost to the employee.
- 40.2 Cost of Tools or Equipment. The University will determine the tools and equipment necessary to perform the duties of the position. The University shall provide employees, at no cost, all tools and equipment required to perform their duties. Employees may, upon prior approval by their supervisor, use personal tools in the performance of their work.
- 40.3 Employees may be responsible for University property that is stolen, lost, misused, abused, or damaged when, after a good faith investigation there is a finding of a negligent or deliberate failure to act by the employee. The finding and the process leading to the finding may be reviewed through the grievance procedure. If University tools, equipment, materials, or supplies are stolen, lost, misused, abused, or damaged through no fault of the employee, the employee will not be held accountable.

ARTICLE 41 – SAFETY STANDARDS

- 41.1 Working Conditions. The University and the Union employees share responsibility for workplace safety.
- 41.2 The University and all the Union employees will comply with the safety standards, rules and regulations of the Department of Labor and Industries and the Washington Industrial Safety and Health Act (WISHA).
- 41.3 Employees will comply with all safety standards and practices established by the University, including rules requiring that employees wear and/or use safety devices, personal protective equipment and apparel. The University will provide employees with required safety devices, personal protective equipment and apparel.
- 41.4 Employees should report damaged or missing safety equipment or other potentially unsafe practices or conditions to their supervisor as soon as reasonably possible.
- 41.5 Job Assessment. Employees may request through their supervisors an assessment of their position and/or work station to address ergonomic and other safety issues. Such assessments will be conducted by the University's Environmental Health and Safety staff or other appropriate personnel. Recommendations for alterations to an assessed job or work station will be shared with the affected employee and his or her supervisor.
- 41.6 Facilities. Adequate washrooms and toilet facilities shall be provided and available for use of employees. These facilities are not to be used for any other purpose (storage, office space, etc.) which would render them inadequate.
- 41.7 Unsafe Assignments. The University will not require, nor shall an employee work in, an unsafe environment. An employee who is given an assignment that he or she reasonably believes will be unsafe shall immediately notify his/her supervisor. Such environments will be promptly reported and duly investigated.
- 41.8 Hazardous Materials. Employees whose job includes the handling of hazardous materials shall be responsible for following all governmental regulations and University policies regarding such materials. The University shall provide employees with appropriate training regarding hazardous materials used in the employee's work.
- 41.9 Unsafe Work Areas. In the event the University determines that an employee's work area is unsafe, or that the employee is being/has been exposed to hazardous levels of fumes or chemicals, the University will notify the employee as soon as possible of the potential danger or exposure, and will take the actions appropriate to remedy the unsafe condition.
- 41.10 Smoking Policy. Smoking is prohibited within the University facilities, buildings and vehicles. Employees may smoke only in designated areas, which shall include appropriate signage or ash trays and trash cans.

- 41.11 Wellness Activities. Subject to operational requirements, supervisors may adjust employee work schedules to facilitate non-work time participation in approved University wellness programs.
- 41.12 Safety Committees. Employees will participate in the University-wide safety committee structure. An official Union Representative will serve on the Presidential Health and Safety Committee. An Employee will participate in department and other appropriate unit level safety committees. Employees will elect their own representative. The Union will notify the University of the selected official Union Representative. Attendance at safety committee meetings will be considered time worked.
- 41.13 Departmental Safety Meetings. Departmental safety meetings will be at minimum scheduled on a quarterly basis, in order that employees may be updated on evolving safety issues, including, but not limited to, changes in laboratory procedure and hazardous material utilization in or about the workspace to which employees are assigned.
- 41.14 Emergency Procedures. The University will provide safety procedures information to employees. Information will include emergency personnel and other non- emergency contact information.
- 41.15 Workload Audits
- 41.15.1 Following the execution of this Agreement, the parties will conduct a workload audit utilizing the following procedures.
- (a) WSU Tri-Cities Custodial staff will be provided a training overview by the Director of Custodial Services or designee of the functions and processes including relevant data points involved in creating Work Assignment shift detail documents in the Cleaning Management Software program.
 - (b) Employees and management will jointly review their assignments.
 - (c) Employees will document their concerns or questions about the accuracy of the audit, and provide that information/input to their supervisor who will:
 - (i) Review and, if necessary, update software data points and/or;
 - (ii) Job shadow to ensure data input for tasks assigned are appropriate, and/or;
 - (iii) Review time frame or sequences in which tasks are performed;
 - (d) If adjustments are deemed necessary by the University, the supervisor will review and discuss any changes to the assigned duties with the employee and the assigned areas, work load, or duties

of the bargaining unit member(s) will be adjusted. Employees will be provided with an updated work assignment shift detail and/or position description, as necessary, when changes are implemented. The University shall periodically review work assignments/load for appropriate distribution among employees.

- 41.16 In the event a supervisor determines an assignment is beyond the abilities or capacity of unit personnel, employees will be provided the resources to accomplish this assignment. The University may utilize the assistance of individuals outside of the bargaining unit in conjunction with staff of the bargaining unit to assist.

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ARTICLE 42 – BENEFITS

- 42.1 University Contributions to Premiums. Health Care: health care premium dollars are negotiated separately. A copy of the agreement between the union “super coalition” and the Governor regarding health benefits is attached to this agreement as Appendix B, and is hereby incorporated by reference as if fully set forth herein.
- 42.2 Eligibility for PEBB Benefits is established in accordance with WAC 182-12-114.

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ARTICLE 43 – VEBA

- 43.1 The University will provide a post-retirement Voluntary Employees' Beneficiary Association-Medical Expense Plan ("VEBA") during the term of this Agreement that provides for reimbursement of medical expenses to eligible individuals. The decision to participate in the VEBA is decided by a simple majority vote of each employee group and is binding each succeeding year until a request for a new vote is submitted. Eligibility to vote, and procedures for voting to determine participation in VEBA, will be determined according to the University's VEBA Procedures.

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ARTICLE 44 – COMPENSATION

- 44.1 Effective July 1, 2015, all salary steps and ranges for classified employees covered by this Agreement will be increased by three percent (3%).
- 44.2 Effective July 1, 2016 all salary steps and ranges for classified employees covered by this Agreement will be increased by one percent (1%) and an additional eight tenths of a percent (.8%) or twenty (\$20.00) dollars per month whichever is higher
- 44.2. If 44.1 and 44.2 are not funded, the University will follow the State HR General Service Salary Schedule in effect July 1, 2015 through June 30, 2017. Should the General Service Salary Schedule yield a higher overall salary schedule/compensation plan than what is reflected in articles 44.1 and 44.2, the University will follow the State HR General Service Salary Schedule in effect July 1, 2015 through June 30, 2017.
- 44.4 The University will assign newly hired employees to the appropriate range and step of the salary schedule.
- 44.5 Employees will receive periodic increases as follows:
- 44.5.1 Employees who are hired at the minimum step of the salary range will receive a two (2) step increase to base salary following completion of six (6) months of service, and an additional two (2) step increase annually thereafter, until they reach Step L.
- 44.5.2 Employees who are hired above the minimum step of the salary range will receive a two (2) step increase annually on their hire date until they reach Step L.
- 44.5.3 Employees in classifications that have salary ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges.
- 44.5.4. Employees who have been at Step L for six (6) consecutive years or more in the same salary range will progress to Step M.
- 44.6 Employees who transfer or are reassigned to a position within their classification or within their current salary range will retain their current base salary.
- 44.7 Employees who do not successfully complete a trial service period and revert to the class in which the employee most recently held a position, or move to a classification in the same series with a lower salary range, will receive the base salary they received prior to their promotion, not to exceed the salary range maximum.
- 44.8 Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment.

44.9 Promotion. Employees who are promoted to a higher classification shall be paid at the salary step which represents at least a two (2) step increase over the salary received immediately prior to the promotion, up to Step M. The Chief Human Resources Officer may authorize more than a two (2) step increase. All promotional increases must be within the salary range for the class.

44.10 Reallocation

1. Reallocation to a classification with a higher salary range maximum will result in a minimum increase of two steps unless the first step of new range is more than two steps above employee's current salary, in which case employee is placed at first step of the new range. The increase will not exceed Step M. The Appointing Authority may request, to Human Resource Services, the employee's salary be established at a higher step based on the individuals qualifications and experience.
2. Reallocation to a classification with an equal salary range maximum will result in the employee retaining his/her previous base salary.
3. Reallocation to a classification with a lower salary range maximum will result in the employee being placed at the step in the new range that is equivalent to the current salary, unless it exceeds the salary maximum, in which case the employee receives the top step of the new range. If the employee chooses to remain in the position with the lower salary range maximum the employee retains the existing appointment status. Upon request by the employee, the employee will be placed on the University's layoff list for the classification occupied prior to the reallocation and may elect to undergo the layoff process.

44.11. Recruitment and Retention. An Appointing Authority may request to the Chief Human Resource Officer to adjust an employee's base salary up to Step L within the salary range to address issues that are related to recruitment, retention or other business related reasons, such as equity, alignment, or competitive market conditions.

44.12. Post Layoff Salary. If the employee accepts a position at a lower salary range maximum he or she will be paid an amount equal to his/her current salary, provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee's base salary will be set at Step M of the new salary range.

44.11 Shift Differential. Employees assigned to a shift in which a majority of time worked falls between 6:00 p.m. and 6:00 a.m. shall be paid an additional sixty-five cents (\$0.65) per hour for the entire shift. An employee assigned to a shift that qualifies for shift differential pay shall receive the same shift differential for authorized periods of paid leave, or when assigned to a different shift for less than a full work week.

44.12 Salary Overpayment. In the event an employee receives a salary overpayment, the process outlined in RCW 49.48.200 and RCW 49.48.210 (10) will be used to administer the recovery of wages or any associated challenge.

- 44.13 Funding. The University will request full funding from the State for any bargaining units added under the provisions of Article 1.2. All economic items (wages and benefits) must be funded by the State prior to those terms and conditions being implemented.
- 44.13 Economic Feasibility. The parties agree they may re-open negotiations on compensation adjustments dependent upon economic feasibility. Indicators of economic feasibility may include for example, the Director of the Office of Financial Management (OFM) determines implementation of such adjustments is economically feasible and the legislature appropriates funding in accordance with applicable law; if a State initiative or referendum is submitted to the voters and is passed that specifically provides funding for general salary increases for higher education classified employees; or the University provides across the board salary increases to Civil Service staff.
- 44.13.1 If tentative agreement is achieved, the University will submit a request to the OFM for a finding of financial feasibility and, if such a finding is made, for approval and funding by the Governor and Legislature when necessary. Nothing in the Article obligates either party to agree to any proposal.
- 44.14 If 44.1 and 44.2 are not funded and the University provides an across-the-board compensation adjustment, not specifically referenced in this Agreement to non-represented civil service staff, upon request from the Union, the parties agree to reopen negotiations limited to the scope of the adjustment.

ARTICLE 45 – TERM AND SEVERABILITY

- 45.1 The term of this agreement shall be July 1, 2015, or as soon thereafter as the document is executed, through June 30, 2017
- 45.2 This Agreement is subject to the law as it currently exists or is hereafter amended. If any term or provision of this Agreement is, at any time during the life of this Agreement, determined by a court or administrative body of competent jurisdiction to be in conflict with any applicable law, constitution, or statute, such term or provision shall continue in effect only to the extent permitted by law. If any term or provision is so held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate any other term or provision of this Agreement. If any financial provision of this agreement is determined to be unenforceable, through legislative or administrative action (including declarations by the OFM or the Governor that the provisions are not economically feasible), the parties will meet within a reasonable time to negotiate a substitute for the invalidated provision.

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ARTICLE 46 – ENTIRE AGREEMENT OR AUTHORITY OF AGREEMENT

- 46.1 This Agreement constitutes the entire agreement between the University and the Union and, except where removed by law, provides for the sole and exclusive wages, hours and working conditions for employees covered under this Agreement. The parties agree that terms and conditions of employment for classified employees which are set forth in WAC 357 as of the date of the execution of this agreement remain in effect, except where they are contradicted by specific provisions of this agreement. In such cases, the terms of this agreement control.
- 46.2 Except as provided for herein, and agreements reached in accordance with Article 10, or through negotiations arising from demands to bargain, this Agreement terminates and supersedes all prior understandings, rules, regulations, past practices and University work practices.

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APPENDIX A - BARGAINING UNIT #16

Bargaining Unit 16 at Washington State University consists of all full-time and regular part-time custodians and Maintenance custodians of the Washington State University Tri-Cities Campus, excluding supervisors, confidential employees and all other employees.

Classification Title	Job Class	Salary Range
Custodian 1	678I	26
Maintenance Custodian	678H	30

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APPENDIX B- HEALTH BENEFITS

Tentative Agreement
Health Care Coalition 2015-2017
September 22, 2014
Page 1 of 2

ARTICLE X HEALTH CARE BENEFITS

4 **X.1**

5 A. For the 2015-2017 biennium, the Employer will contribute an amount equal to
6 eighty-five percent (85%) of the total weighted average of the projected health
7 care premium for each bargaining unit employee eligible for insurance each
8 month, as determined by the Public Employees Benefits Board. The projected
9 health care premium is the weighted average across all plans, across all tiers.

10
11 B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-
12 of-pocket maximums and co-insurance/co-payment) may not be changed for the
13 purpose of shifting health care costs to plan participants, but may be changed
14 from the 2014 plan under two circumstances:

- 15 1. In ways to support value-based benefits designs; and
16 2. To comply with or manage the impacts of federal mandates.

17 Value-based benefits designs will:

- 18 1. Be designed to achieve higher quality, lower aggregate health care
19 services cost (as opposed to plan costs);
20 2. Use clinical evidence and;
21 3. Be the decision of the PEB Board,

22
23 C. Article X.1 (B) will expire June 30, 2017.


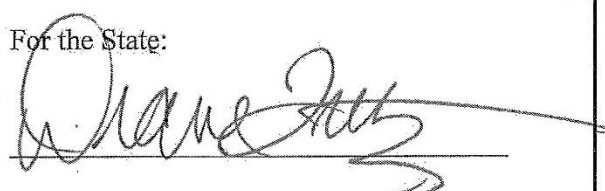
24
25 **X.2** The PEB Program shall provide information on the Employer Sponsored Insurance
26 Premium Payment Program on its website and in an open enrollment publication
27 annually.
28

1 **X.3** The Employer will pay the entire premium costs for each bargaining unit employee for
2 basic life, basic long-term disability and dental insurance coverage.
3

4 **X.4 Wellness**


5 A. To support the statewide goal for a healthy and productive workforce, employees
6 are encouraged to participate in a Well-Being Assessment survey. Employees
7 will be granted work time and may use a state computer to complete the survey.
8

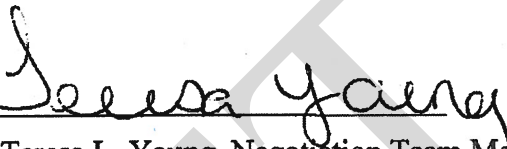
9 B. The Coalition of Unions agrees to partner with the Employer to educate their
10 members on the wellness program and encourage participation. Eligible, enrolled
11 subscribers shall have the option to earn an annual one hundred twenty-five
12 dollars (\$125) or more wellness incentive in the form of reduction in deductible or
13 deposit into the HSA upon successful completion of required Smart Health
14 Program activities. During the term of this Agreement, the Steering Committee
15 created by Executive Order 13-06 shall make recommendations to the PEBB
16 regarding changes to the wellness incentive or the elements of the Smart Health
17 Program.
18
19

20 Tentatively Agreed To:	
21	21
22 For the Coalition of Unions:	22 For the State:
23	23
24 	24 
25	25
26 Date:	26 Date:
27 <u>9/22/14</u>	27 <u>9/22/14</u>
28	28
29	29
30	30

SIGNATURES

Executed on this day of September 30, 2014 for and on behalf of:
Date

By 
Elson S. Floyd, Ph.D., President
Washington State University

By 
Teresa L. Young, Negotiation Team Member
Public School Employee of Washington

DRAFT

Agency 365 – Washington State University
2015-2017 Operating Budget Request

Renewing the Commitment to Washington
Performance Level Decision Package – M2-CD

Collective Bargaining – Public School Employees (PSE) - Bargaining Unit 18

Fiscal Details

	2015-16		2016-17		2015-17
	FTE	Dollars	FTE	Dollars	Biennium
General Fund State		110,000		178,000	288,000
Total	-	\$ 110,000	-	\$ 178,000	\$ 288,000
FISCAL DETAILS					
	2015-16		2016-17		2015-17
	FTE	Dollars	FTE	Dollars	Biennium
Instruction					
Research					
Public Service					
Primary Support					
Libraries					
Student Services					
Institutional Support					
Plant Operations & Maint.		110,000		178,000	288,000
Total	-	\$ 110,000	-	\$ 178,000	\$ 288,000
	2015-16		2016-17		2015-17
	FTE	Dollars	FTE	Dollars	Biennium
Salaries					
Faculty					
A/P					
TA/GA					
Classified		94,000		152,000	246,000
Benefits		16,000		26,000	42,000
Goods/Services					
Travel					-
Equipment					-
Total	-	\$ 110,000	-	\$ 178,000	\$ 288,000

**ATTACHMENT A-2
Non-Faculty Collective Bargaining Agreement Impact Template**

Please provide this information for each negotiated compensation adjustment, other than those negotiated by the OFM Labor Relations Office. This information should be provided in addition to the cost summary by fiscal year and by fund described in the special higher education budget instructions.

Agency: 365 Washington State University

Bargaining Unit Title: Public School Employees
Bargaining Unit Code: 0018

Increase Amount - %	or	Increase Amount - \$ Amount	Effective Date	End Date (if Any)
3.0%		\$110,000	7/1/2015	
1.8%		\$178,000	7/1/2016	

Describe increase: First year wages: 3%. Second year wages: 1.0% and an additional 0.8% or \$20.00 per month, whichever is higher. Salary and benefit costs reflected. In addition to the above information, provide additional information for certain types of increases:

Job Class Code	Job Class Title

OR

For longevity pay (increase after certain years of service), seniority pay (increase after certain years in job class), additional leave time (add rows as needed)

Job Class Code	Job Class Title	Employee ID Number	Employee Name

OR

For assignment pay, special skills pay, shift differentials, locality or geographic pay: (add rows as needed)

Job Class Code	Job Class Title	Employee ID Number	Employee Name	Expected Number of Hours per Year

**COLLECTIVE
BARGAINING
AGREEMENT**



THE WASHINGTON STATE UNIVERSITY

AND

**WASHINGTON FEDERATION OF STATE
EMPLOYEES**

EFFECTIVE

JULY 1, 2015 THROUGH JUNE 30, 2017



2015-2017

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PREAMBLE

It is the intent of the parties to effectuate the purposes of Chapter 41.80 of the Revised Code of Washington (RCW) for formalizing the agreements reached between the Board of Regents of Washington State University (the “University” or “Employer”), and the Washington Federation of State Employee, AFSCME Council 28, AFL-CIO (the “Union” or “WFSE”), and the setting of them forth in this Collective Bargaining Agreement (the “Agreement”)

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DEFINITIONS

The following definitions are intended only to provide clarification in the interpretation and/or administration of this Agreement they are not intended as subjects for a grievance:

Agreement – This collective bargaining agreement between the Union and the University

BPPM – Business, Policies, and Procedures Manual

Day(s) – Unless otherwise specified in this Agreement, day(s) shall be calendar day(s)

Domestic Partner – A person who is neither married nor related by blood to the employee, is the employee's sole domestic partner, lives together with the employee in the same residence and intends to do so indefinitely, who along with the Employee are at least 18 years of age and at least one of the persons is sixty-two years of age or older and is responsible with the employee for the other's welfare in accordance with RCW 26.60.030.

Employee – An individual employed by the University working in a job classification covered by this Agreement that: (a) is listed in Appendix D, E, F, G and H and (b) has been certified by the Washington Personnel Resources Board (WPRB), its predecessors, and/or the Public Employment Relations Commission (PERC).

Full-time Employees – Employees who are scheduled to work forty (40) hours per workweek.

Less Than Full-time Employees – Employees who are scheduled to work less than forty (40) hours per workweek.

Employee Records – Files/records maintained with respect to an employee such as personnel, payroll and leave actions, benefits and medical, performance, training, grievances, licensing, permit and certification, or employment applications.

Family member – Individuals considered to be members of the family are mother, father, sister, brother, mother-in-law, father-in-law, spouse/domestic partner, grandparent, grandchild, son, daughter, stepchild, a child in the custody of and residing in the home of an employee.

Union/WFSE – Washington Federation of State Employees, AFSCME Council 28, AFL-CIO

University/Employer – Washington State University

RCW – Revised Code of Washington

WAC – Washington Administrative Code

WFSE representative – Employee of the Washington Federation of State Employees, AFSCME Council 28, AFL-CIO

ARTICLE 1
SCOPE AND INTERPRETATION

1.1 AUTHORITY OF THE CONTRACT

- A. This Agreement constitutes the entire agreement between the University and the Union and, except where removed by law, provides for the sole and exclusive wages, hours and working conditions for employees covered under this Agreement. All prior understandings, past practices, University work practices and past agreements between the parties prior to July 1, 2009 whether written or oral—are null and void, unless specifically preserved in this Agreement.
- B. This Agreement, by its provisions, preempts all subjects addressed, in whole or in part, in WAC 357.
- C. During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union's or University's collective bargaining rights with respect to matters that are mandatory subjects not referred to or covered by this Agreement.
- D. Except as provided herein, and agreements reached in accordance with Article 28, or through negotiations arising from demands to bargain, this Agreement terminates and supersedes all prior understandings, rules, regulations, past practices and University work practices.

1.2 MANAGEMENT RIGHTS

Except as modified by the terms of this Agreement, the University shall retain rights related to management in the direction of its employees, operations, resources, facilities, services and programs. All statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the University, including, but not limited to, these rights, in accordance with the University's sole and exclusive judgment and discretion:

- A. the functions and programs of the University;
- B. the use of technology;
- C. the structure of the University's organization;
- D. the University's budget and the size of the University's work force, including determining the financial basis for layoffs;
- E. the right to direct and supervise employees;
- F. the right to schedule and assign work;
- G. the right to assign overtime;
- H. the right to establish work and productivity standards;
- I. the right to take whatever actions are deemed necessary to carry out the mission of the University during emergencies;
- J. employee benefits;
- K. to take actions necessary to maintain the cost effectiveness and efficiency of University operations;
- L. to reprimand, suspend, discharge, or otherwise discipline employees;
- M. to hire employees, determine their qualifications, and assign and direct their work;
- N. to promote, demote, transfer, layoff recall to work, and rehire employees;
- O. to determine the services to be rendered;
- P. to determine the personnel, methods, means, and facilities by which operations are conducted;
- Q. to determine the amount and forms of compensation for employees;
- R. to set the starting and quitting time, and the number of hours and schedules to be worked;
- S. to expand, reduce, alter, organize, reorganize, combine, transfer assign, or cease any job, department, operation, or service;
- T. to enter into agreement(s) with other governmental entities.
- U. to control and regulate the use of machinery, facilities, equipment, production, service, distribution, and maintenance methods, materials, machinery, and equipment.
- V. to determine the number, location and operation of departments, divisions, and all other units of the University;

- W. to issue, amend, and revise University and departmental policies, rules, regulations, and practices; and
- X. to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the University.

1.3 NO STRIKE OR LOCKOUT

- A. Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform his or her assigned duties.
- B. Nothing in this Agreement permits or grants the University the right to lockout employees.

1.4 SAVINGS CLAUSE

This Agreement is subject to the law as it currently exists or is hereafter amended. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision will become invalid and unenforceable, but such invalidity or unenforceability will not impair or affect any other term or provision of this Agreement. The Parties will meet as soon as practicable to negotiate the effects of any term or provision of this Agreement that is adjudged to be in conflict with the law.

1.5 REVENUE/APPROPRIATIONS

Should the University request, but not receive anticipated appropriations or revenues, those portion(s) of the Agreement that are contingent upon financial resources will be opened for renegotiation.

1.6 UNIVERSITY POLICY AND REGULATION

Unless superseded by a specific provision of this Agreement the University's Policies, Rules, Regulations and Procedures, as currently written or as amended, will apply to all employees. The University will notify the Union when a Business Policies and Procedures Manual (BPPM) revision, which identifies newly created and changes to existing Business Policies and Procedures, is posted to the website. The WFSE Representative is responsible to review for identifiable impacts related to mandatory subjects of bargaining not covered by the Contract.

1.7 COLLECTIVE BARGAINING - MANDATORY SUBJECTS

Where required by law, and where there has been no waiver of bargaining requirement, the University will satisfy its collective bargaining obligation before changing a matter not referred to or covered by this Agreement. The University will notify the Union of these changes, and the Union may request discussions about and/or negotiations on the impact of these changes on Employee's working conditions. In the event the Union does not request discussions and/or negotiations within fourteen (14) calendar days of receipt of the notice, the University may implement the changes without further discussions and/or negotiations. Upon completion of good faith discussions about and/or negotiations but no later than forty-five (45) calendar days following request to bargain from the Union, the University may implement its proposal. There may be emergency or mandated conditions that are outside of the University's control requiring immediate implementation, in which case the University will notify the Union as soon as possible, and may implement if needed prior to the completion of negotiations.

If the Union does not withdraw the demand to bargain, the parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities.

ARTICLE 2

NON-DISCRIMINATION/SEXUAL HARASSMENT/COERCION AND INTIMIDATION

2.1 NON-DISCRIMINATION AND SEXUAL HARASSMENT

- A. **Nondiscrimination:** Neither the University nor the Union will discriminate against any employee covered under this Agreement in a manner precluded by law.
1. Upon request by the Union, the University will furnish a copy of the University's affirmative action plan, performance report, and affirmative action information.
 2. The University will provide a work environment free from discrimination due to Union activities and beliefs.
- B. **Sexual Harassment:** Sexual harassment is a form of unlawful sex discrimination and is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, 2) submission to or rejection of such conduct is used as the basis for employment decisions, or 3) such conduct has the purpose or effect of unreasonable interfering with an individual's work or performance or creating an intimidating, hostile or offensive environment.
1. The University and the Union agree that sexual harassment will not be tolerated.
 2. When the University becomes aware of incidents of sexual harassment, the University will take steps to terminate the harassment.
 3. The University will maintain and enforce procedures to deal with allegations of sexual harassment.
- C. **Complaints:** Nothing herein will interfere with an employee's right to file a grievance under Article 29, Grievance and Arbitration or pursue a discrimination or sexual harassment complaint before the Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum. No employee will be penalized or retaliated against in any way by any member of the

University community for initiation or participation in a complaint procedure.

2.2 COERCION AND INTIMIDATION

The University and the Union agree that there will be no coercion or intimidation regarding the right of employees working in positions covered by this Agreement to become or not become members of the Union.

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ARTICLE 3
WORKPLACE BEHAVIOR

- 3.1** The University, the Union and employees covered by this Agreement agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace by or against employees, students, or members of the public does not promote the University's mission, employee wellbeing, or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.
- 3.2** Inappropriate workplace behavior by or against employees, students, or members of the public will not be tolerated. If an employee and/or the employee's union representative believes the employee has been subjected to inappropriate workplace behavior, the employee and/or the employee's Union representative is encouraged to report this behavior to the employee's supervisor, a manager in the employee's chain of command and/or the Human Resource Services Office. If the employee and/or employee's union representative submits a complaint in writing, the University will investigate the reported behavior and take appropriate action as necessary. The employee and/or union representative will be notified in writing upon conclusion of the University's review or investigation.
- 3.3** This Article is not subject to the grievance procedure.

ARTICLE 4
EMPLOYEE RIGHTS AND RESPONSIBILITIES

4.1 GENERAL RIGHTS AND RESPONSIBILITIES

- A. The University will provide a fair and equitable working environment with equality of opportunity, consideration and treatment for all employees.
- B. An employee will not knowingly perform or be required to perform any work in violation of any federal, state, or local laws.
- C. Employees may engage in off-duty employment that does not interfere with the performance of or conflict with his/her assigned duties. Outside employment activities will not be performed during an employee's work time.
- D. No personnel or equipment, facilities, supplies, or services owned or provided by the University will be used in conjunction with outside employment.
- E. An employee must notify his/her supervisor as soon as the employee becomes aware of any condition that affects his/her ability to perform assigned duties.
- F. Employees may be responsible for University property that is stolen, lost, misused, abused, or damaged when there is evidence of a negligent or deliberate act/failure to act by the employee. This will include University issued credit cards or any other procurement authority. If University tools, equipment, materials, or supplies are stolen, lost, misused, abused, or damaged through no fault of the employee, the employee will not be held accountable.
- G. The University will consider requests for reimbursement or replacement for an employee's personal property which is damaged by accidents or incidents beyond the control of the employees while said personal property is being used in the performance of his/her duties.
- H. Employees may, upon prior approval by their supervisor, use personal tools in the performance of their work. All approved tools will be jointly inventoried and inspected by the employee and supervisor prior to being used. Employees are responsible for personal tools used for work assignments. Upon completion of work assignments or at the end of the work day, the employee's personal tools are to be either secured or removed from the premises by the individual in such a

manner as to ensure their safekeeping. The University will reimburse or replace an employee's personal tools that have been approved and inventoried which are lost, damaged by accidents or other incidents beyond the control of the employee while being used in the performance of their duties. Determination of whether the incident was beyond the control of the employee will be made by the employee's supervisor/manager.

- I. The University will determine standards of dress for the position or duties required. Uniforms, when required by the University, will be furnished, laundered/cleaned, and maintained by the University at no cost to the employee.
- J. Prior to an employee's last day of work, the employee will return all University property (for example, tools, equipment, clothing, keys).
- K. Employees will not use University resources or facilities for non-work related purposes. This does not preclude use of the telephone, fax, and e-mail for representational activities or de minimis personal use if the communication is brief in duration and it does not disrupt or distract from University business. Nor does this preclude the use of University facilities on the same terms and conditions available to other University employees, private organizations or citizens.
- L. The University will provide access to a University Network ID and password for each employee for the purpose of accessing university business related information such as the employee's payroll and personnel data, e-mail and University communications.
- M. The University may provide a cell phone for use by employees for official business when official business cannot be accommodated by the use of a land line telephone, pager, or radio, as determined by the supervisor/manager. The University shall not require or coerce an employee to use their own personal cell phone for official University business.
- N. No deductions will be made from an employee's paycheck without an appropriate court order, authorization allowed by law, or written permission from the employee.

- O. The University, the Union, and employees covered by this Agreement are committed to maintaining an environment that is free from all acts or threats of violence perpetrated by or against employees, students, or members of the public.
1. While on University property or while conducting University business at other locations, individuals are prohibited from subjecting other individuals to any violence or threat of violence.
 2. Violent action on University property or facilities, or while on University business, will not be tolerated or ignored. Individuals who engage in violent or threatening behavior may be:
 - a. Removed from the premises;
 - b. Subject to disciplinary action, up to and including dismissal or expulsion; and/or
 - c. Subject to arrest and criminal prosecution.
- P. Employees will have the right to request Union representation as provided for in this Agreement.
- Q. When employee records are the subject of a public disclosure request under RCW 42.56, the University will notify the employee of the request at least seven (7) days in advance of the intended release date. On the employee's request, the University will provide a copy of the public disclosure request.
- R. **Employment of Relatives and Family Members:** Employment of relatives and family members will be managed in accordance with BPPM 60.14 Nepotism. BPPM 60.14 is an appendix to this Agreement.

4.2 DRUG AND ALCOHOL TESTING

Fitness for duty: All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs.

- A. **Possession or Use of Alcohol and Illegal Drugs:** In accordance with the requirements of the Federal Drug-Free Schools and Communities Act Amendments of 1989, and the Drug-Free Workplace Act of 1988, employees are strictly prohibited from the unlawful possession, use, distribution, or manufacture of alcohol or controlled substances that are illegal under federal, state, or local

law on University owned or controlled property or during University-sponsored activities, except for when authorized by the University.

- B. **Prescription and Over-the-Counter Medications:** Employees taking physician-prescribed or over-the-counter medications, if there is a substantial likelihood that such medication will affect job safety, must notify Human Resource Services of the fact that they are taking a medication and the side effects of the medication before performing any potentially impacted duties.
- C. **Commercial Driver's License:** The University and the Union recognize that the University is required to perform drug and alcohol testing for employees who hold a Commercial Driver's License (CDL) as a requirement of their employment with the University.
1. When an employee is selected for random drug or alcohol testing, arrangements will be made for the collection of a sample. A refusal to test is considered the same as a positive test. The cost of all testing, including the employee's salary, will be paid by the University. Testing will be conducted in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. University employees will not be utilized to conduct the testing. All employees notified of a positive controlled substance or alcohol test result may request an independent test of their split sample at the University's expense.
 2. An employee testing positive, or using illegal drugs or alcohol on the job, will on the first occurrence, receive a mandatory referral to the University's Employee Assistance Program. Within ten (10) working days the employee must provide proof to Human Resource Services of having undergone assessment screening for substance abuse. On a monthly basis, the employee must furnish Human Resource Services with proof of his/her continuing participation in the recommended treatment until completed.
- D. **Self-Reporting and Treatment:** An employee self-reporting substance abuse or requesting University assistance for substance abuse will be immediately referred

to the University's Employee Assistance Program. Within ten (10) working days the employee must provide proof to Human Resource Services of having undergone assessment screening for substance abuse. On a monthly basis, the employee must furnish Human Resource Services with proof of his/her continuing participation in the recommended treatment until completed.

- E. Should federal or state law either change or impose new requirements for drug and/or alcohol testing for employees covered by this Agreement, the University agrees that it will negotiate the impact with the Union.
- F. If appropriate, the University may sanction the employee in accordance with Article 10.

4.3 HEALTH AND SAFETY

- A. Employees, the University, and the Union have a shared responsibility for workplace safety and will endeavor to maintain safe and healthful working conditions.
- B. The employee will comply with all safety practices and standards established by the University including wearing and/or using provided safety devices, personal protective equipment and apparel.
- C. **Safety Committees:** Employees will participate in the University-wide safety committee structure. An official Union representative will serve on the Presidential Health and Safety Committee. Employees will participate in department and other appropriate unit level safety committees in accordance with this Article.
 - 1. Employees will elect their own representatives to one-year terms. The number of employee-elected members must equal or exceed the number of employer-selected members.
 - 2. The committee will meet regularly but not less than every two (2) months. The meetings will be for one (1) hour or less, unless extended by a majority vote of the committee.
 - 3. Committees will cover the following topics; review safety and health inspection reports to help correct safety hazards; evaluate the accident investigations conducted since the last meeting to determine if the cause(s)

of the unsafe situation was identified and corrected; evaluate the workplace accident and illness prevention program and discuss recommendations for improvement, if needed; bring forward safety items of concern; document attendance; write down subjects discussed; prepare minutes and preserve them for one year.

4. Approved committee minutes will be posted on designated safety bulletin boards.

5. Attendance at safety committee meetings will be considered time worked.

D. **Safety Meetings:** As determined necessary by the University, employees will participate in a safety meeting. There will be at least one University safety representative or an employee representative from the safety committee in attendance.

1. Safety meetings will be utilized to communicate safety related information, provide training, to discuss issues relating to the campus-wide safety program; review safety and health inspection reports to help correct safety hazards; evaluate the accident investigations conducted since the last meeting to determine if the cause(s) of the unsafe situation was identified and corrected; evaluate the workplace accident and illness prevention program and discuss recommendations for improvement, if needed; bring forward safety items of concern; document attendance; and write down subjects discussed.

2. Attendance at safety meetings will be considered time worked.

E. Special clothing or equipment meeting American National Standards Institute (ANSI) standards will be provided by the University when Washington Industrial Safety and Health Act (WISHA) standards require such. Throughout the term of this Agreement, the University will continue to provide prescription safety glasses and protective footwear in the same manner as currently provided.

F. The University will not require nor will an employee work in an unsafe environment. Such environments will be promptly reported and duly investigated.

G. Nothing in this Agreement will interfere with the University's ability to act immediately to resolve a known hazard or impending danger to its employees.

4.4 POLYGRAPH TESTING

The University will not utilize any polygraph examinations and/or their results in any personnel action.

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ARTICLE 5

UNION RIGHTS AND RESPONSIBILITIES

5.1 UNION RECOGNITION

- A. The University recognizes the Washington Federation of State Employees as the exclusive collective bargaining agent for employees in bargaining units as certified by the appropriate state agency.
- B. The provisions of this Agreement will apply to employees in bargaining units for which the Union may be certified as the exclusive representative during the term of this Agreement.

5.2 EMPLOYEE STATUS REPORTS

- A. Monthly the University will provide the following information, as available, on all active employees in bargaining unit(s) represented by the Union:
Name; WSU ID Number; birth date; gender; home address and/or mailing address; agency code; department code; work location; University mail code, and work telephone number; work county code; employment status; percent of full-time work; classification code and title; base wage; wage range; and wage step; continuous hire date, original hire date, appointment change date; bargaining-unit number; and position number.
- B. On a monthly basis, the University will provide to the Union the following information as available: a listing of all bargaining unit employees recently hired and employees in bargaining units who transfer, promote, demote, resign, or are terminated from the University and all position vacancies covered by this Agreement.
- C. The above information will be transmitted to the Union at its official headquarters via electronic format(s) mutually agreed to by the parties.

5.3 UNION SECURITY/UNION DUES DEDUCTIONS

- A. The parties agree that all employees covered by this Agreement must, as a condition of their employment, become members of the Union and pay membership dues, or pay an agency shop fee, a representation fee, or a non-association fee. This condition will pertain to all current and future employees. A

representation fee or a non-association fee may be paid in lieu of membership dues or agency shop fee after the Union processes such request and notifies the University.

- B. The vacancy notice for a position covered within a bargaining unit will advise applicants that the position is included in a bargaining unit. Prior to appointment into positions included in the bargaining unit(s), the University will inform all employees, including new, layoff, transferred, promoted, or demoted employees, of the Union's exclusive recognition and the provisions of this Article.
- C. At the time of hire into a position within a bargaining unit, the University will provide each employee a printed copy of this Agreement and a payroll-deduction form and will inform the employee of his/her obligations under this Article and the effects of a failure to meet those obligations. The University will also provide a copy of an information sheet containing pertinent collective bargaining agreement and contact information. The University will inform employees in writing when they leave a position in the bargaining unit.
- D. Upon final ratification and approval of this Agreement by both Parties, the Union will provide sufficient copies for the University's distribution of the Agreement to all supervisors and managers of bargaining unit employees. The University will post the Agreement on the Human Resource Services, Labor Relations website. The University shall distribute the Agreement to all current and new bargaining unit members. The Union shall provide the University sufficient copies of the Agreement and payroll-deduction forms to fulfill its obligations in accordance with this Section and Section C above.
- E. An employee who has previously authorized payroll deduction of membership dues or fees will continue to have such deduction made and will not be required to reauthorize such deduction.
- F. The University agrees to deduct the dues or fees from the salary of employees who individually request such deductions in writing. Such request will be made on the Union's payroll-deduction-authorization form.

- G Employees who are not members of the Union will pay to the Union an agency shop fee, a representation fee, or a non-association fee established in accordance with RCW 41.80.100(1) (2).
- H The University, after receipt of a payroll deduction form, will deduct the fees from the salary of all employees who are not members of the Union, beginning with the first pay period after the effective date of this Agreement. Following receipt of a payroll deduction form, similar deductions will be made from the salaries of new employees who do not become members of the Union, beginning with the first pay period following thirty (30) days after their date of hire.
- I Within thirty (30) days after the effective date of this contract, the Union will provide the University with the amounts for membership dues, agency shop fees, representation fees, and non-association fees.
- J The Union will provide the University thirty (30) days advance notice of a change in the amount of dues or fees.
- K An employee who asserts a right of non-association, based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member, will, as a condition of employment, make payments to the Union that are equal to its membership dues, less monthly union insurance premiums, if any. These payments will be used for purposes within the program of the Union that are in harmony with the employee's conscience. The employee will not be a member of the Union, but is entitled to all the representation rights of a member of the Union.
- L The union will establish a procedure that any employee who makes a request may pay a representation fee equal to a pro rata share of the full membership fee that is related to collective bargaining, contract administration and the pursuit of matter affecting wages, hours and other terms and conditions of employment rather than the full membership fee.
- M Employees represented by the Union who move to a position in another bargaining unit represented by the Union will have their membership dues, agency shop fees, non-association fees, or representation fees deduction continued.

- N. Where an employee has been suspended, reduced-in-force, or was discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the University will deduct the Union membership dues, agency shop fees, non-association fees, or representation fees, whichever are applicable, that are due and owing for the period for which the employee receives back pay.
- O. Where an employee takes leave without pay or a temporary position outside of the bargaining unit and subsequently returns to work or to the previously held bargaining unit position, deduction of membership dues, agency shop fees, non-association fees, or representation fees, whichever are applicable, will be restarted with the first pay period of work.
- P. When a project or cyclic employee returns to work in a covered position, deduction of membership dues, agency shop fees, non-association fees, or representation fees, whichever is applicable, will be restarted with the first pay period of work.
- Q. When an employee represented by the Union moves to a position not represented by the Union, fees deducted on behalf of the Union will cease if requested by the employee.
- R. Deduction of membership dues, agency shop fees, non-association fees, or representation fees will be applicable to any retroactive salary increase.
- S. An employee who refuses to pay applicable dues or fees may be terminated from employment if so requested by the Union. If an employee fails to meet the Union security provisions outlined above, the Union will notify the employee. The Union's request to terminate an employee shall be submitted in writing to the University's Chief Human Resource Officer.
- T. The University will remit a payment for all said deductions to the Union at the Union's Official Headquarters at the end of each pay period. Accompanying the remittance will be a listing of the names, unique employee identification numbers, membership status, total wages from which union dues/fees are calculated, for the time period, and the amount remitted for all employees from whom deductions were made.

- U. The Union will indemnify and hold the University harmless against any and all liability including damages, awards, reasonable attorney fees, and court costs that may arise by reason of or result from compliance with this Section.
- V. **Voluntary Benefits:** The University agrees to deduct from the wages of any employee who is a member of the Union a Public Employees Organized to Promote Legislative Equality (PEOPLE) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked at any time by giving written notice to the University and the Union. The University agrees to remit electronically any deductions made pursuant to this provision to the Union with appropriate employee identifying information as noted in T above.

5.4 UNION REPRESENTATIVES

- A. Except as otherwise provided for in this Article, the Union shall designate who shall serve as Stewards, Chief Stewards and/or any other official union representative(s).
- B. Stewards, including Chief Stewards, shall be those individuals designated by the Union to function as official local union representatives.
- C. On July 1 of each year, or within ten (10) days as changes occur, the Union shall provide to the University an up-to-date written list of all official local union representatives and the WFSE Representative. Said list(s) shall identify each representative's area(s) of responsibility and shall be signed by the WFSE Representative. The University shall not recognize any individual as an official local union representative or WFSE Representative whose name does not appear on said list nor shall the University recognize any individual as an official local union representative unless he/she works in a position covered by this Agreement.
- D. Stewards or Chief Stewards shall have the right to participate in representational activities concerning matters related to this Agreement including the resolution of grievances and assisting employees covered by this Agreement during an investigative interview where disciplinary action may occur. In addition to the available pool of paid release time provided for in Section E, immediately below, Stewards or Chief Stewards may use any combination of annual leave, personal

leave day/personal holiday, accumulated compensatory time off, and/or leave without pay when participating in representational activities or any other union activity during their work duty hours provided:

1. The Steward or Chief Steward obtains prior approval from his/her supervisor, unless the conversation is of a limited, informal nature that does not interfere with work.
 2. The Steward or Chief Steward or an employee or grievant that the Steward or Chief Steward desires to meet with is not working on something that requires immediate attention. If permission cannot be immediately granted by the Steward's or Chief Steward's or the employee's or grievant's supervisor, the supervisor will arrange to release the Steward or Chief Steward or the employee or the grievant at the earliest possible time.
 3. Unless mutually agreed to by the University and the Union, not more than one (1) Steward or Chief Steward shall be allowed to process a particular grievance.
- E. In addition to paid release time provided for elsewhere in this Agreement, the Union is provided a pool of seven hundred fifty (750) hours of paid release time per fiscal year to provide for representational duties. University-convened meetings will be considered time worked and will not be deducted from this pool. Prior to the implementation of this Agreement, the University and the Union agree to jointly develop a tracking and reporting system and the University shall issue quarterly reports to the Union. Release time is not to be used for Union Activities.
- F. If the University determines the amount of time a Steward or Chief Steward spends performing representational activities is unduly affecting the University's ability to accomplish the work assigned to the unit in a timely manner, the University will not continue to release the Steward or Chief Steward and the Union's Labor Advocate will be notified.
- G. Requests for information, other than public records disclosure, that either the Chief Steward or the WFSE Representative identifies as necessary for conducting representational duties, including grievance investigations, shall be directed to the

University's Labor Relations Officer or designee. The University may charge a reasonable fee for copying Union requested materials and shall supply the requested materials within ten (10) days or the reasons in writing why the information cannot be provided. The University shall, when possible and requested, allow the Union to review materials at the Labor Relations Office and select what needs to be copied.

- H. University-purchased supplies or equipment shall not be used to conduct union business or representational activities. This does not preclude the *de minimis* use of the telephone, fax and email for representational activities if there is no cost to the University, if the communication is brief in duration and it does not disrupt or distract from University business. The University and the official union representatives may use University equipment to communicate with one another.
- I. The Union may have as many Stewards or Chief Stewards as they wish, however the release time provided in this Agreement may only be used by one (1) Steward or Chief Steward at any one time per work unit reporting to a first-line supervisor.
- J. The University agrees that the Stewards or Chief Stewards and the WFSE Representative(s) of the Union shall have reasonable access to the premises. Such visitations shall be conducted in a manner that will not be disruptive to the operations of the University. If Union Stewards and staff representatives wish to meet with bargaining unit employees during work time, they shall make arrangements with the appropriate supervisor(s) at least two (2) hours in advance of their intention to visit a Washington State University department, facility, employee, or grievant.
- K. No official local union representative, employee, or grievant shall be compensated by the University for any union activity, including representational activities, while off-duty.
- L. Staff members of the Washington Federation of State Employees AFL-CIO, Council No. 28 who are not employees of the University shall be authorized to speak for the WFSE in all matters governed by this Agreement. These individuals shall be permitted to visit any work area of the University with prior notification.

Such visits shall be scheduled so as not to disrupt the work of employees nor interrupt the normal course of the University's workday.

5.5 UNION USE OF UNIVERSITY'S FACILITIES AND EQUIPMENT

- A. **Meeting Space and Facilities:** The University's campuses and facilities may be used by the Union to hold meetings subject to the University's facilities use policy, availability of the space and with prior authorization of the University.
- B. **Supplies and Equipment:** The Union and its membership will not use University-purchased supplies or equipment to conduct Union business or representational activities. This does not preclude the *de minimis* use of the telephone, fax and e-mail for union activities pertaining to employees covered under this Agreement if it does not disrupt or distract from University business. The University and the Union may use University equipment to communicate with one another.
- C. **Bulletin Boards:** The University agrees to provide space for the Union to place bulletin board(s) that will be used for the sole purpose of posting written notices by the Union. The number and location of the bulletin board(s) will be mutually agreed to by the University and the Union. All Union notices will first be signed by a Steward, Chief Steward or WFSE staff person, and will be posted solely within the confines of the bulletin board(s). No notice will be posted that is obscene, defamatory, or that impairs University's operations. Political material may not be posted that reflects the endorsement or non-endorsement of a specific candidate or political party for national, state, or local office, or any ballot proposition(s). The Union will be responsible for all costs related to the purchase, installation, repair, and/or maintenance. The size of the bulletin boards will not exceed three (3) feet by four (4) feet.
- D. **New Employee Orientation:** The Union may request, through the Labor Relations Officer, to schedule a new employee member rights and representation meeting, once a month on the WSU Pullman campus. The University will post the scheduled meetings on the Human Resource Services, Labor Relations website. The University will provide new bargaining unit employees with information on where to locate the meeting schedule.

1. Should an employee wish to attend the new employee member rights and representation meeting, they are responsible for requesting time away from the worksite. The University will allow new employees who attend the scheduled meeting fifteen (15) minutes release time during work hours (exclusive of travel time to the meeting) for the Union to furnish them with information and brochures about member rights and representation.

5.6 TIME OFF FOR UNION ACTIVITIES

Subject to supervisor's approval, the University will consider requests for time off for Union activities provided employees use any combination of accrued paid time off (excluding sick leave) or leave without pay subject to notification procedure contained in the appropriate leave Article of this Agreement.

ARTICLE 6

HOURS OF WORK, WORK SCHEDULES AND OVERTIME

6.1 HOURS OF WORK/WORK SCHEDULES

- A. **Time Worked:** All time for which an employee is compensated at the regular, straight-time rate of pay except standby time and premium pay. Time worked for the calculation of overtime will include items identified in Article 6.2.B.1.
- B. **Work Week:** The work week will begin at 12:00 a.m. on Sunday and end at 11:59 p.m. the following Saturday.
- C. **Work Period Designations:** Employees covered by this Agreement will be assigned to one (1) of the following work period designations:
1. **Regular work schedule.** The regular work schedule for full-time employees shall consist of five (5) consecutive and uniformly scheduled eight (8) hour days in a seven (7) day period. Uniformly scheduled means a daily repetition of the same working hours and a weekly repetition of the same working days.
 2. **Alternate work schedule.** Operational necessity may require positions that are normally designated regular work schedule to work an alternate forty (40) hour work schedule (other than five (5) uniform and consecutive eight (8) hour days in a seven (7) day period. While workplace efficiency and effectiveness govern scheduling, the University will consider an employee raised concern regarding an alternate work schedule that creates consecutive workdays in excess of seven (7) days over a two week work time period.
 3. **Nonscheduled work period.** The nonscheduled work period designation applies to those positions for which the hours cannot be scheduled but which work a forty (40) hour week and do not meet any of the other work period designations. The Chief Human Resource Officer shall designate positions as nonscheduled in accordance with the University's procedure.
 4. **Flexible hours:** Flexible schedules will consist of five (5) consecutive work days followed by two (2) consecutive days off. At the request of an employee or group of employees, the University may grant flexible work

schedules not to exceed eight (8) hours per day. A flexible schedule will have established core hours that are less than eight (8) hours per day when work demands require the presence of the employee. After consultation with the supervisor, the employee's flexible schedule will allow a flexible period to begin and/or end the workday.

D. Schedule Changes

1. Employees will be notified in writing at least seven (7) days in advance of a permanent work schedule change, including the reason for the change and must receive such notice during working hours. The day notice is received is considered the first day of notice. If an employee does not receive the proper notice, the employee shall receive eight (8) hours of overtime pay in addition to the regular rate for each day the notification is delayed.
2. A temporary schedule change is defined as a change lasting fourteen (14) days or less. The employee will receive two (2) days written notice of the change. The day notice is received is considered the first day of notice. If an employee does not receive the proper notice, the employee shall receive eight (8) hours of overtime pay in addition to the regular rate for each day the notification is delayed.
3. In the event of a reorganization within a work unit, hours of work and shifts will be awarded according to seniority. Involuntary schedule changes will use reverse seniority to award the schedule change (starting with the least senior employee).
4. Employees will not work more than sixteen (16) consecutive hours in a twenty-four (24) hour period. After working sixteen (16) consecutive hours in a twenty-four (24) hour period, employees will have at least eight (8) hours off.
5. An employee may request a schedule change in writing. The University will consider the personal preferences of the employee. Workplace efficiency and effectiveness will govern the approval or denial. If

approved, the notice period will be waived. If denied, the employee will receive such denial in writing.

- E. **Additional Work:** When work is required during the cyclic year or career seasonal layoff periods, the available work will be first offered to the incumbent employee(s) normally performing the work functions in the work unit. If the incumbent employee(s) does not accept the offer, or because students or a temporary employee normally performs the work, the work will be offered by seniority to employees whose normal work assignment is in the same department and classification.
- F. **Phone Calls:** Time spent on work-related employer initiated and subsequent employee initiated telephone calls during the employee's non-work time of over ten (10) minutes per day will be considered time worked and will be deducted from standby pay. The employee shall receive a minimum of one (1) hour compensation at his/her regular, non-overtime hourly rate of pay for each non-related incident. Employees are not required to answer the phone or respond to work related messages during his/her non-work time, unless they are on stand-by status.
- G. **Clean-up Periods:** Employees will be allowed an appropriate personal cleanup period prior to lunch, if necessary, and the end of the work shift, as determined by the supervisor.
- H. **Telework/Commute:** Employees will be allowed to telework or telecommute on the same basis as other University employees.
- I. **Miscellaneous:** Employees will not sign time cards that are incomplete or inaccurate. Employees who believe they have been presented with an incorrect or inaccurate time card shall sign the card if ordered by the supervisor and state their concerns in the comments section of the time card. Any changes to time cards that are initiated by management after the employee has signed it will be reviewed with the employee. If an employee is not present at work for more than two (2) days to review the correction, the responsible supervisor will make and initial the corrections and process them in accordance with normal procedures. A copy will be kept to review with the employee when they return to work.

6.2 Overtime

A. General Provisions

1. The University will determine whether work will be performed on regular work time or overtime; the job classification(s) and the skills and abilities required to perform the work; the number of employees required; and the duration of the work.
2. The University will meet its overtime needs on a voluntary basis with qualified employees, in order of seniority, who are present at the worksite on a straight rotational basis. Work continuation that extends a shift will be offered first to employees on that shift currently performing the work. In the event there are not enough volunteers, the supervisor shall assign employees to work overtime in reverse seniority order.
3. Employees who are required to work beyond his/her regular quitting time:
 - a. Will be allowed to telephonically communicate the need for overtime to affected individuals.
 - b. May qualify for transportation home under the emergency ride home policy.
 - c. Will be notified at least one-half (1/2) hour before the conclusion of his/her work shift of the overtime opportunity or requirement to work. Employees who are not given the required one-half (1/2) hour notice will receive an additional one-half (1/2) hour of straight time compensation.
4. Probationary and trial service employees will not be offered overtime until the employee(s) achieves permanent status in his/her classification unless circumstances or operational requirements, as determined by the University, exist.
5. Documented attempts to contact an employee will constitute an offer of overtime. In addition, overtime that is refused and/or worked will be documented on the rotation list.

6. Employees on leave or compensatory time off will be removed from the voluntary overtime rotation list(s) for the duration of the leave/compensatory time off period.
7. The University will not reduce an employee's normal work schedule for the purpose of avoiding the payment of overtime unless there is mutual agreement between the employee and the University.

B. Pay for Overtime Work

1. Overtime will be paid for those hours worked in excess of forty (40) hours in a workweek. Time worked shall include Annual Leave, Holiday, Personal Leave Day/Personal Holiday, Civil Leave, and Sick Leave. All other paid leave will not count towards this calculation.
2. **Working On A Scheduled Day Off**
A full-time overtime eligible employee who is assigned by his/her supervisor to work on a scheduled day off receives time and one-half overtime compensation for hours worked.
3. Overtime work shall be paid at the applicable hourly rate times 1.5.
4. Employees traveling on University business will be compensated in accordance with the provisions of the Fair Labor Standards Act.
5. There shall be no pyramiding of overtime or premium pay.
6. When an employee is compensated for working overtime during hours for which premium pay is authorized in accordance with this Agreement, the overtime rate will be calculated using the "regular rate."
7. Employees will be paid overtime in accordance with WAC 296-128-035. See Appendix B.

6.3 Compensatory Time

- A. If requested by the employee, compensatory time at one and one-half times the overtime hours worked may be granted in lieu of monetary payment at the sole discretion of the University.
- B. If an employee is granted compensatory time per Article 6.3.A, they may accrue compensatory time up to one hundred twenty (120) hours which may be cashed out at any time during the fiscal year. Accrued compensatory time remaining at

the end of each fiscal year will be cashed out by the University within thirty (30) days of the end of the year (June 30) if no agreement on its utilization is reached with the employee.

- C. The University may require employees to use their accumulated compensatory time during non-peak work periods, provided such use does not cause the employee to lose any of his/her accumulated annual leave and/or personal leave day/personal holiday. Use of compensatory time shall be subject to the following:
1. An employee must have prior approval to use accumulated compensatory time.
 2. Compensatory time off shall not be allowed if the use of compensatory time off creates an overtime situation for other employees in the department and/or results in an operational hardship as determined by the University.
 3. Compensatory time off shall be used prior to using any accrued annual leave that may be available, except in those circumstances where such use would cause the loss of accrued annual leave and/or personal leave day/personal holiday.

6.4 Meal Periods and Rest Breaks

A. **Meal Periods**

1. **Unpaid Meal Periods**

- a. Except as provided in Section 2, immediately below, employees working more than five (5) consecutive hours will be entitled to an unpaid meal period of thirty (30) or sixty (60) minutes, as designated by the University. Unless otherwise agreed between the employee and his/her supervisor, meal periods will be scheduled as close to the middle of the work shift as practicable.
- b. The University will make every effort to provide employees with an uninterrupted meal period. If an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume his/her unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an

employee is unable to complete the unpaid meal period due to operational necessity, the remainder of the employee's meal period will be considered time worked.

- c. When an employee is required in writing to keep their pager, cell phone or radio on and will be required to respond or return to work, the employee will be compensated at the standby rate of pay.
- d. Normally, unpaid meal periods may not be taken at the beginning or end of a scheduled shift to permit late arrival or early departure from work except as approved in "e" immediately below.
- e. Meal periods may be waived upon written agreement between the employee and the supervisor.

2. **Paid Meal Periods for Straight Shift Schedules**

Employees assigned to work a straight shift without interruption for an unpaid meal period will be permitted to eat their meal during their shift as permitted by operational need, but will not be relieved from duty for a meal period.

3. **Extension of Shift/Call Back Meal Periods**

Employees working three (3) or more continuous hours, either as an extension of their shift or during a period of call-back, will be permitted an unpaid meal period of thirty (30) minutes, or if required by operational necessity to eat intermittently while on duty.

- B. **Rest Breaks:** Employees will be allowed rest breaks of fifteen (15) minutes, either continuous or intermittently for each one (1) half shift of four (4) or more hours worked. Rest breaks should be taken at or near the middle of each one (1) half shift of four (4) or more hours. Rest breaks will be taken in a manner, which does not interrupt the flow of work. Employees will not skip a rest break.
- C. **No Combining of Meal Periods and Rest Breaks:** Employees will not be permitted to combine meal periods and rest breaks.

6.5 Travel, Meals, and Expenses

- A. Employees required to travel in order to perform their duties will be reimbursed or receive advancement for any authorized travel expenses on the same basis as all other University employees.

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ARTICLE 7

HIRING AND APPOINTMENTS

7.1 HIRING AND APPOINTMENTS

The provisions in this Article will apply to all employees.

A. Filling Positions

1. The University will determine when a position will be filled, the type of appointment, and the skills and abilities necessary to perform the duties of the specific position within a job classification.
2. Except for vacancies being filled from a layoff list, by departmental transfer, or Reasonable Accommodation, the University will post a vacancy notice containing the same information as all other University Civil Service vacancy notices. The posting will be open for a minimum of seven (7) days on the Human Resource Services web page, excluding holidays.
3. The vacancy notice will advise applicants that the position is covered by a collective bargaining agreement.
4. **Request to Offer Above Minimum Step**
An Appointing Authority may at their sole discretion submit a written justification and request to offer a salary that is above the minimum step of the salary range to the Chief Human Resource Officer. The University's designated personnel officer reviews the request and notifies the Appointing Authority of approval or denial of the request. Approval must be received from Human Resource Services prior to making the offer at a higher salary to the candidate.
5. Periodic increment date is six (6) months from the date of appointment if the employee was appointed to the minimum step of the salary range. Periodic increment date is twelve (12) months from the date of appointment if the employee is appointed above the minimum step in the salary range.
6. Upon appointment to a new position, an employee will receive a copy of this Agreement, a packet of information provided by the Union and a letter

which will include: classification title, job class code, salary range, employment status, the rate of pay, starting and ending dates, a statement regarding receipt or non-receipt of benefits, and notification that the position is included in a bargaining unit. The status of the employee at the completion of the appointment/assignment when the appointment is a project appointment will be identified.

7. Employee recruitment and appointment information pertaining to bargaining unit positions will be made available to the Union upon request.

B. Types of Appointment

1. **Regular Employment:** The University may fill a position with a regular employment appointment for positions scheduled to work twelve (12) months per year.
2. **Cyclic Year Employment**
 - a. The University may fill a position with a cyclic year appointment for positions scheduled to work less than twelve (12) full months each year, due to known, recurring periods in the annual cycle when the position is not needed, or due to known budgetary constraints.
 - b. Upon appointment and before the start of each annual cycle, the employing department sends each cyclic-year employee a letter which specifies the scheduled periods of LWOP for the coming year. The letter must be sent at least fourteen (14) days before the annual cycle begins.
3. **Project Employment**
 - a. The University may recruit for and hire employees into project positions for which employment is contingent upon state, federal, local, grant, or other special funding of specific and of time-limited duration. The University will notify the employees, in writing, of the expected ending date of the project employment.

- b. Permanent employees in permanent positions may request to transfer, promote, or voluntarily demote into project positions. Employees who accept a project appointment will serve a trial service period in the classification to which they have promoted or demoted. Permanent employees may serve a trial service period upon transfer to a project position based on the duties of the position, at the discretion of the University. Employees who pass their trial service period in a project appointment shall receive layoff rights at the conclusion of their project appointment, in accordance with Article 11.
- c. Employees who have entered into project employment without previously attaining permanent status will serve a probationary period. Employees will gain permanent employee status in the project upon successful completion of their probationary period. Employees who have gained permanent employee status within the project will serve a trial service period when they:
 - (1) Promote to another job classification within the project; or
 - (2) Transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.
- d. The University shall consider project employees who have passed their probationary period and/or trial service period for transfer, voluntary demotion, or promotion to non-project positions. Employees will serve a trial service period upon voluntary demotion or promotion to a non-project position. Employees may serve a trial service period upon transfer to a non-project position based on the duties of the position, at the discretion of the University.
- e. Time spent in project employment by permanent-status employees will also be credited toward periodic increment dates, seniority,

annual leave, sick leave, and other benefits provided to employees in this Agreement.

4. **Dual Employment**

- a. Dual employment is defined as one employee in multiple positions simultaneously.
- b. An employee may hold multiple appointments, not to exceed one (1) full-time equivalent, only when mutually agreed to by the University and the employee.
- c. Overtime will be earned and paid in accordance with the Fair Labor Standards Act.

5. **Tandem Employment:** A single position, not to exceed one (1) full-time equivalent (FTE), which is occupied by two (2) employees and mutually agreed to by the University and the employees.

C. **Permanent Status**

1. **Permanent:** An employee will attain permanent status in a job classification upon successful completion of a probationary or trial service period.

2. **Temporary/Hourly:**

- a. Temporary/hourly appointments will not be used by the University to circumvent appropriate hiring procedures.
- b. Individual(s) working in temporary/hourly position(s) as defined in Article 7.2.A in classification(s) covered by this Agreement who exceed one thousand fifty (1050) hours in any twelve (12) consecutive month period from the original date of hire will become permanent.
- c. Exceptions to the foregoing item may be implemented upon mutual agreement between the University, the Union, and the employee.

D. **Promotions**

1. Promotion is the movement to a position with a higher wage range than the position currently occupied by an employee. Employees may apply and be considered for promotion as vacancies occur.
2. **Request to Offer Above Minimum Step:** An Appointing Authority may at their sole discretion submit a written justification and request to offer a salary that is above the minimum step of the salary range to the Chief Human Resource Officer. The University's designated personnel officer reviews the request and notifies the Appointing Authority of approval or denial of the request. Approval must be received from Human Resource Services prior to making the offer at a higher salary to the candidate.
3. Periodic increment date is six (6) months from the date of appointment if the employee was appointed to the minimum step of the salary range. Periodic increment date is twelve (12) months from the date of appointment if the employee is appointed above the minimum step in the salary range.

E. **Transfers and Voluntary Demotions**

1. **Transfers:** pertains to permanent employees requesting a change from one classified position to another within the same class. The following procedure will apply regarding transfers within the University.
 - a. Employees who are interested in moving to bargaining unit positions within their department will make their wishes known by submitting a written request to their supervisor and Human Resource Services. The request may state a preference for shift, days off or location. When a vacancy occurs, the University will consider such requests, which have been received within the last twelve (12) months, in order of the employee's current seniority.
 - b. The department will submit a Position Recruitment Posting to Human Resource Services for candidates to fill a vacant position in a covered classification, only after provisions of the paragraph immediately above are satisfied.

- c. Employees in covered classes may indicate their interest for transfer to positions in the same classification located in other departments by submitting a written request to Human Resources Services. The employee must renew his/her request in writing every twelve (12) months to remain active; however, the employee may withdraw requests at any time.
 - d. Human Resource Services will certify to the employing department the name(s) of the employee(s) in seniority order who have requested a transfer. The employing department will consider these employees, in order of seniority in advance of any other candidate(s).
 - e. The transferring employee will retain his/her seniority, accumulated leave and all other accrued benefits except for any unused compensatory time, which will be cashed out at the time of transfer.
2. **Voluntary Demotion:** pertains to employees requesting a change from a position in one class to a position in another class that has a lower salary range maximum.
- a. Employees in covered classes may apply for a voluntary demotion to positions in lower classifications by making application to Human Resources Services. The employee must renew his/her request in writing every twelve (12) months to remain active; however, the employee may withdraw requests at any time.
 - b. Human Resource Services will certify to the employing department the name(s) of the employee(s) in seniority order who have requested a voluntary demotion.
 - c. Appointed employees will retain seniority, accumulated leave time, and all accrued benefits except for any unused compensatory time, which will be cashed out at the time of voluntary demotion.

3. **Reassignment:** pertains to a University directed move of a permanent employee from one classified position to another within the same class in the same department.

a. Employees will be notified in writing at least nine (9) days in advance of a permanent reassignment, including the reason for the reassignment and must receive such notice during working hours. The day after the notice is received is considered the first day of notice. If an employee does not receive the proper notice, the employee shall receive eight (8) hours of overtime pay in addition to the regular rate for each work day the notification is delayed, limited to fifteen (15) work days.

b. A temporary reassignment is defined as a reassignment lasting fourteen (14) days or less. The employee will receive two (2) days written notice of the reassignment that will include the reason for the reassignment. The day after the notice is received is considered the first day of notice. If an employee does not receive the proper notice, the employee shall receive eight (8) hours of overtime pay in addition to the regular rate for each work day the notification is delayed, limited to fifteen (15) work days. At the end of the temporary reassignment, the affected employee will be returned to his/her normal shift and/or location.

c. In the event of reassignment due to the reorganization of a work unit, the reassignment will be made on the basis of seniority. Involuntary reassignments will use reverse seniority to award the reassignment starting with the least senior employee.

d. If an employee is reassigned to a position at a location more than fifty (50) miles from his/her current location the employee may choose layoff in lieu of reassignment.

F. **Transfers to/from other Washington State Agencies:** Unused sick and annual leave credits of permanent status employees changing employment between

higher education institutions, related boards or other state agencies will move with the employee.

G. Review Periods

1. Probationary Period

- a. Every permanent employee, whether full-time or less than full-time, will serve a probationary period of six (6) months immediately following his/her initial appointment to a permanent position, except as noted below.
- b. Employees appointed to Campus Security classifications, are subject to a probationary period of twelve (12) months from the date of employment.
- c. During the probationary period, the University will provide probationary employees with performance expectations and standards, position description, training and assistance related to his/her job duties, and performance counseling/review/feedback by his/her supervisor.
- d. The University may separate a probationary employee from employment at any time during the probationary period. The University will provide the employee with a minimum of one (1) work day written notice of intent to dismiss.
- e. The University, at its sole discretion, may extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on sick leave, leave without pay or shared leave, except for leave taken for military service.
- f. An employee who transfers or is promoted prior to completing his/her initial probationary period will serve a new probationary period. The length of the new probationary period will be six (6) consecutive months, unless adjusted by the Appointing Authority for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.

2. **Trial Service Period**

- a. All other employees with permanent status who are promoted, or who voluntarily demote, or who accept a layoff option into a job classification for which they have not previously attained permanent status, will serve a trial service period of six (6) consecutive months, which will begin immediately upon appointment, except as noted below.
- b. Employees appointed or promoted to Campus Security classifications are subject to a trial service period of twelve (12) months from the date of employment.
- c. During the trial service period, the University will provide trial service employees with performance expectations and standards, position description, training and assistance related to his/her job duties, and performance counseling/review by his/her supervisor.
- d. The University, at its sole discretion, may extend an employee's trial service period, on a day-for-a-day basis, for any day(s) that the employee is on sick leave, leave without pay or shared leave, except for leave taken for military service.
- e. Following a promotion, an employee who does not complete his/her trial service period, either as determined by the University or at the employee's request, will be given or provided a fifteen (15) day written notification stating the reason, and his/her option to:
 - (1) revert to his/her former position provided an offer of employment has not been made to another individual;
 - (2) fill a vacancy or a position held by a probationary employee in the previous classification;
 - (3) fill a vacancy or a position held by a probationary employee in any previous classification in which the employee held permanent status;

- (4) if the employee has no option to take a vacant position at the same salary range, the employee must be given an opportunity to take a vacant position in a lower class in an occupational category/class series in which the employee has held permanent status, in descending salary order. The employee does not have to have held permanent status in the lower class in order to be offered the option to take a vacant position in the class;
 - (5) be placed on the University-wide layoff list.
 - (6) All other employees who do not complete his/her trial service period will be placed on the University-wide layoff list.
- f. Employees who are reverted during the trial service period will have the right to file a grievance. The grievance will be limited to Steps One (1) and Two (2) of the grievance procedure.

I. Temporary Upgrade

1. The University may assign an employee to a position in a classification with a higher salary range for a period of fourteen (14) days or more.

2. Bargaining Unit 13:

For Bargaining Unit 13 members only, when a lead worker is absent from the workplace for a full shift or more, a bargaining unit employee may be assigned to perform the duties of the higher classification as determined by the supervisor or manager.

When a lead is absent, management will determine if a bargaining unit employee will be assigned to perform the duties of the lead at the beginning of the absence. For the purpose of this practice, “absent” shall mean absence from work during which the lead is on paid or unpaid leave status with the University.

3. The University will not rotate employees in and out of assignments for the sole purpose of avoiding payment of the higher-level pay. However the

University may use rotating assignments for the purpose of employee development or operational necessity.

4. Employees covered by this Agreement who accept temporary position upgrades will not exceed six (6) consecutive months in the position. The employees retain the right to return to the same position occupied prior to commencement of the temporary position upgrades. Employees will retain all benefits during the temporary appointment period, including accrual of annual leave and sick leave.
5. Temporary upgrades will not be used by the University to circumvent appropriate hiring procedures.
6. Exceptions to the foregoing items may be implemented upon mutual agreement between the University and the employee.
7. Employees assigned a Temporary Upgrade will be compensated in accordance with Article 24.3.F of the Agreement.

7.2 TEMPORARY/HOURLY EMPLOYEES

- A. Non-student, temporary/hourly employees who have worked more than three hundred fifty (350) hours in the previous twelve (12) consecutive month period in a bargaining unit covered by this Agreement who have been certified as members of a bargaining unit by the Public Employee Relations Commission (PERC) are governed by the following specific terms:

The following provisions in this Agreement will apply to represented temporary employees:

Article 1- Scope and Interpretation

Article 2- Non-Discrimination/Sexual Harassment/Coercion and Intimidation

Article 3- Workplace Behavior

Article 4- Employees Rights & Responsibility

Article 5- Union Rights & Responsibility

Article 6.2.B.2, 6.2.B.3, 6.2.B.6 Pay for Overtime Work, 6.4 Meal Periods and Rest Breaks, & 6.5 Travel, Meal and Expenses

Article 7.1.C & 7.2- Hiring and Appointments

Article 9- Performance Evaluations

Article 14.D, 14.E, 14.F & 14.H- Personnel Records

Article 22- Reasonable Accommodation

Article 24.8 Salary Overpayment

Article 26- Parking

Article 28- Union/Management Meetings

Article 29- Grievance & Arbitration (same rights as Probationary Employees)

Article 30- Term of Agreement

Appendix A- Nepotism

Appendix B- WAC 296-128-035

Appendix C- Health Care Benefits (Hours)

Appendix D, E, F, G, H, I Bargaining Unit (Unit definitions)

Any MOU's attached to this Agreement that identify changes to temporary/hourly provisions.

- B. Individual(s) working in temporary/hourly position(s) as defined in Article 7.2.A in classification(s) covered by this Agreement who exceed one thousand fifty (1050) hours in any twelve (12) consecutive month period from the original date of hire will become permanent.
- C. If a temporary hourly employee is placed in a permanent position as a result of Section 7.2.B above, the incumbent employee will serve a probationary period. The University may credit time worked in the temporary appointment toward completion of the six (6) months probationary period.
- D. All other temporary/hourly conditions of employment not specifically addressed above are as provided in applicable University Policies and Procedures.

ARTICLE 8
CLASSIFICATION

8.1 CLASSIFICATION

- A. The University will adopt the new classification system implemented by the Washington State Department of Personnel on January 1, 2005. The University agrees to implement subsequent phases of the new classification system as approved by the State Human Resources (SHR).
- B. Prior to submission to SHR the University or the Union will provide to the other party, in writing, any proposed changes to the classification plan including newly created classifications. Upon request of either party, the University and the Union will bargain the effect(s) of a proposed change to an existing class or newly proposed classification within bargaining units covered by this Agreement.
- C. A position description will be maintained for each position and will list the primary duties and responsibilities assigned to the position, knowledge, skills and abilities, essential functions, and other job-related information. Upon request, the position description will be made available to the employee or to the Union.
- D. The SHR classification appeal process provides the sole and exclusive method for employees to appeal the determination of Human Resource Services regarding allocation or reallocation of classification.
- E. Human Resource Services will review vacant bargaining unit positions prior to recruitment to ensure the proper classification is assigned. Positions will not be reallocated during the incumbent's probationary period.
- F. Temporary duty assignments lasting less than six (6) months will be excluded from this process.
- G. **Employee Requested Review:** An employee who believes that the duties of his/her position have changed or that the position is inaccurately classified may request a classification review. The employee may seek the assistance of a Union representative in preparing the request for a classification review.

- H. The effective date of an employee requested reallocation is the date the completed request was filed with Human Resource Services. Human Resource Services will notify the employee of the materials needed to complete the application.
- I. Decisions regarding the appropriate classification will not be subject to the grievance procedure. The employee may appeal the determination of Human Resource Services to the SHR within thirty (30) days of being provided the written decision. If the dispute continues after the Director renders a written decision, the employee may appeal to the Washington State Personnel Resources Board for a final and binding decision.
- J. If an employee has performed the higher level duties for at least six (6) months and meets the position competencies and other requirements, the employee will remain in the position and retain the existing appointment status.
- K. If the employee is reallocated to a position with a lower salary range maximum, the employee is eligible to be placed on the University's layoff list for the class in which the employee held permanent status prior to the reallocation. If the employee does not elect to remain in the position he/she will be allowed to undergo the layoff process.

ARTICLE 9
PERFORMANCE EVALUATIONS

9.1 PERFORMANCE EVALUATIONS

- A. There will be no formal, written performance appraisals.
- B. Nothing in this Agreement limits an employee's ability and/or his/her supervisor's ability to address concerns, training, performance standards and expectations, or behavioral issues.
- C. Performance issues will be brought to the attention of the employee at the time the supervisor becomes aware of the issue(s) in order to give the supervisor the opportunity to address the concern with the employee.
- D. Performance evaluations created prior to July 1, 2005, will be removed from an employee's personnel file no later than three (3) years from the date of signature.

ARTICLE 10

CORRECTIVE ACTION AND DISCIPLINE

10.1 CORRECTIVE ACTION AND DISCIPLINE

The University will take corrective action or discipline to respond to the nature and severity of the offense, and the employee's prior record. The University will not be precluded from discharging an employee or administering other substantial forms of discipline despite the absence of any prior disciplinary record when warranted by the nature and/or severity of the offense. When taking corrective action or disciplinary action, the University will make a reasonable effort to protect the privacy of the employee.

A. **Corrective Action**

1. Possible corrective actions may include but are not limited to: an informal verbal counseling, a verbal reprimand, a counseling memo, corrective work plan, or a letter of reprimand.
2. Documentation of a corrective action that is retained in the supervisor's file will be destroyed no later than twelve (12) months following the date the documentation was created.
3. As part of corrective action, management may also assign training or retraining.

B. **Disciplinary Action:** Possible disciplinary actions may include but are not limited to: suspension, reduction in pay, demotion or dismissal. There will be no combining of corrective action and/or disciplinary action per incident. The University will not discipline any permanent employee without just cause.

1. **Pre-Disciplinary Action(s)**

- a. Prior to imposing discipline, the University will inform the employee in writing of the reasons for the contemplated discipline and copies of available documentation will be provided to the employee. The University will provide the WFSE Representative with a copy(s) on the same day it is given to the employee. The employee will be provided an opportunity to respond either at a

meeting scheduled by the University, or in writing if the employee prefers.

- b. The University has the authority to conduct investigations.
 - (1) If the University determines that an investigation is necessary, the employee will receive written notice of the investigation within ten (10) work days from the date the supervisor or manager becomes aware of an allegation.
 - (2) If the allegation is determined to be unfounded, the employee will be so advised in writing and all documents related to the allegation(s) will be destroyed in the presence of the employee, unless otherwise required by law, or the University has a reasonable expectation that the material may pertain to a potential legal or administrative action, i.e., grievance, or complaint.
- c. The University, at its discretion, may place employees on paid home assignment during disciplinary investigations. Employees on such paid home assignment must remain available during their normal hours of work. Paid home assignment is not discipline and is not subject to the grievance procedure.

2. **Disciplinary Action(s)**

- a. The Appointing Authority must notify an employee in writing at least fifteen (15) days before the effective date of the demotion or reduction in base salary.
- b. An Appointing Authority may suspend without pay a permanent employee for a time period not to exceed fifteen (15) days as a single penalty or more than thirty (30) days in any one (1) calendar year as an accumulation of several penalties. An employee being suspended must be notified in writing no later than one (1) day after the suspension takes effect.

c. An Appointing Authority may dismiss an employee with fifteen (15) days' written notice or without fifteen (15) days' notice as follows:

(1) An Appointing Authority may dismiss an employee effective immediately with pay in lieu of the fifteen (15) days' notice period.

(2) An Appointing Authority may dismiss an employee effective immediately without pay in lieu of the fifteen (15) days' notice period if the circumstances are such that the retention of the employee in an active duty status may result in damage to state property or may be injurious to the employee, fellow workers, or the client public. The notification for the dismissal is required and must state the cause for the dismissal and in addition the necessity for the immediacy of the action.

d. If an employee is dismissed, suspended, demoted, or incurs a reduction in base salary, the employee will be provided with written notification, which will include the disciplinary action, the specific charges and the employee's right to grieve the disciplinary action.

C. Any University convened meeting requiring the employee's presence regarding corrective action, disciplinary action or investigatory processes will be considered time worked for the employee. Prior to a University convened meeting, the employee(s) will be provided up to thirty (30) minutes including travel time, which will be considered time worked, to consult with his/her official representative. The role of the employee in regard to University-initiated investigations is to provide information and cooperate with the University's investigation.

D. **Official Union Representation**

1. Upon request, an employee has the right to one (1) official Union representative and/or one (1) WFSE Representative at an investigatory

interview called by the University, if the employee reasonably believes discipline could result. Prior to convening an investigatory interview, an employee will be provided an opportunity to secure Union representation. The unavailability of a WFSE Representative will not be cause for delaying the investigatory interview, unless mutually agreed to by the University.

2. An employee may have one (1) official Union representative and/or one (1) WFSE Representative at a pre-disciplinary meeting. Employees will be given five (5) work days written notice prior to a pre-disciplinary meeting to allow the employee to secure a representative. The unavailability of a WFSE Representative will not be cause for delaying the pre-disciplinary meeting, unless mutually agreed to by the University.
3. If the requested representative is not reasonably available, the employee will select another official representative. Employees seeking representation are responsible for contacting their representative.
4. The role of the official Union representative in regard to University-initiated investigations and/or pre-disciplinary meetings is to provide assistance and counsel to the employee. The official Union representative can speak during the interview, but may not bargain over the purpose of the interview nor obstruct the interview with the employee. Every effort will be made to cooperate in the investigation.
5. Attendance at a University convened meeting as described in Section D.1 and 2 immediately above will be considered time worked for the official Union representative. Prior to a University convened meeting, the official Union representative will be provided up to thirty (30) minutes including travel time, which will be considered time worked, to consult with an employee(s).

E. **Probationary Employees**

1. The University reserves the right to discipline or discharge from employment any probationary employee or terminate the probationary

appointment at any time within the probationary period with one (1) work day notice.

2. Disciplinary actions taken with respect to probationary employees, including discharge, will not be grievable.

F Nothing in this Article limits a supervisor's ability to informally deal with employee concerns, training, performance or behavior issues

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ARTICLE 11
LAYOFF AND RECALL

11.1 LAYOFF AND RECALL

- A. The University shall determine the basis for, the extent of, and the effective date(s) of layoffs in accordance with the provisions of this Article.
- B. **Reasons for Layoff:** Layoff of a permanent employee shall be based upon any cause such as:
1. Lack of work
 2. Lack of funds
 3. Program elimination or modification
 4. Good faith reorganization
 5. Reduction in the number of work hours
 6. Ineligibility to continue in a position that was reallocated
 7. Termination of a project or contract
- C. This Article will not be used to address performance or behavior issues of an employee.
- D. **Seniority Pool and Layoff Units**
1. All employees holding the same job classification within the same bargaining unit and within the same layoff unit shall constitute a seniority pool. For the purposes of this Article, employees who have completed probation and who are veterans or the unmarried widows/widowers of veterans shall have added to their seniority their total active military service (or that of their deceased spouse), not to exceed five (5) years with appropriate verification (DD-214).
 2. Layoff units are designated as follows:
 1. Departments, offices, and programs reporting to the President (unless otherwise designated below)
 2. Departments, offices, and programs reporting to the Provost (unless otherwise designated below)

3. Departments, offices, and programs reporting to the Vice President for Finance and Administration
4. Enrollment Management
5. Departments, offices, and programs reporting to the Vice President for Information Technology Services
6. Departments, offices, and programs reporting to Advancement and External Affairs
7. College of Agricultural, Human, and Natural Resource Sciences
8. Voiland College of Engineering and Architecture
9. College of Arts and Sciences
10. College of Veterinary Medicine
11. College of Education
12. Carson College of Business
13. College of Pharmacy
14. College of Nursing
15. Libraries
16. Global Campus
17. Intercollegiate Athletics
18. WSU Extension
19. WSU Tri-Cities
20. WSU Vancouver
21. WSU Spokane
22. Student Affairs
23. College of Communication
24. College of Medical Sciences
25. Departments, offices, and programs reporting to the Vice President for Development and Chief Executive Officer of the WSU Foundation

- E. **Determination of Layoffs:** Employees will be laid off in accordance with seniority pool and layoff units as defined in Section D above. The University will determine the timing of layoffs and the number of employees to be laid off. In

accordance with Article 11.1.H.1, the University will discuss with the Union, other options, including, but not limited to the following:

1. voluntary transfers
2. voluntary leave without pay (without loss of seniority),
3. voluntary reduction in work hours
4. voluntary demotion
5. early retirement

F. **Non-voluntary Layoff**

1. The least senior permanent employee in the seniority pool shall be the first laid off provided the other employees in the seniority pool possess the necessary knowledge, skills, and abilities to accomplish the essential functions of the remaining work.
2. Only represented employees are covered by the provisions of this Article. All other University personnel are specifically precluded from bumping into or reverting into covered positions.

G. Prior to implementing a layoff, the University will suspend open recruitments in the bargaining unit for vacant positions in the employee's current classification or in any other classification in which the employee has held permanent status.

H. **Layoff Processes:** Employees will be offered the following Layoff Options in the following order:

1. Continued employment in a vacant position within the employee's layoff unit, either in the employee's current classification or any classification in the same salary range which they held permanent status.
2. If a vacant position is not available within an employee's layoff unit, the employee shall have the opportunity to displace any non-permanent employee within the layoff unit, including probationary employees, who occupy a position in the employee's current classification or any classification in which he/she had held permanent status. Accepting a non-permanent position will not change the employee's permanent status or rights under the collective bargaining agreement, including the layoff rights.

3. Next, an employee being laid off shall be offered the opportunity to displace any permanent employee, within the layoff unit, who is occupying a position in any classification in which he/she had held permanent status, in order of seniority.
4. Next, an employee being laid off shall be offered the opportunity for continued employment in a vacant position within the University, either in the employee's current classification or any classification in which he/she had held permanent status.
5. If the employee has no option to take a position at the same salary range, the employee must be given an opportunity to take a position in a lower class in a class series in which the employee has held permanent status, in descending salary order. The employee does not have to have held permanent status in the lower class in order to be offered the option to take a position in the class.
6. If the employee accepts a position at a lower salary range maximum he or she will be paid an amount equal to his/her current salary, provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, employee will be compensated at Step M of the new salary range.
7. If continued employment is not available, the employee shall be placed on an internal layoff list in accordance with this Article.

I. **Layoff Notification**

1. Employees with permanent status shall receive written notice at least thirty (30) days before the effective layoff date and a copy shall be furnished to the Union concurrently. The notice shall include the basis for the layoff and any options available to the employee.
2. If the University elects to implement a layoff action without providing a thirty (30) day notice, the employee with permanent status shall be paid his/her salary for the days that he/she would have worked had full notice been given.

3. The written notification of layoff to a permanent status employee will include five (5) working days in which to select placement on the layoff list(s) and/or an option in lieu of layoff. Such notice will be furnished directly to the employee during his/her scheduled working hours and also sent to the employee's last known address. When the notice is furnished directly to the employee, the day it is furnished will not be counted as a day of notice.
4. When it is determined that layoff (s) will occur, the employee(s) will:
 - a. receive a copy of this Article;
 - b. be advised in writing of available options in lieu of layoff;
 - c. be advised in writing of his/her specific layoff list placement; and
 - d. be advised in writing of his/her right to file a grievance, which shall be filed at Step 3 - Administrator.

J. University Internal Layoff List

1. The University shall maintain an internal layoff list of all permanent employees who are laid off.
2. An employee on the internal layoff list shall have the first option to a permanent vacant position, either in the employee's current classification or any classification in which he/she had held permanent status. In the event of such refusal, the employee's name will remain on the layoff list for Bargaining Unit positions only for the remainder of the two (2) year period following the effective date the employee was originally laid off. An employee will then be allowed to exercise a first right of refusal for one (1) offered permanent Bargaining Unit position.
3. An employee shall have his/her name removed from the internal layoff list for any of the following:
 - a. accepting an offered position,
 - b. refusing to accept two (2) offered positions as identified in Section 2 above,
 - c. failing to make arrangements for returning to work within three (3) working days after being recalled,

- d. failing to respond within seven (7) days to an offer sent to the last known address of the employee; or
- e. two (2) years following the effective date that the employee was laid off.

K. **Recall**

- 1. If the University determines to fill a vacant position in a seniority pool from which employees were laid off, such employees shall be recalled in the order of seniority with the most senior employee having the first option to a vacant position.
- 2. The employee shall be recalled at his/her same range and step as when he/she was laid off or to the step he/she would have acquired had they not been laid off, whichever is greater.
- 3. In addition, if the employee accepts a layoff option to a position which is located beyond a fifty (50) mile radius, the employee is placed on the layoff list for the classification at the previous permanent work location from which he/she was laid off.

L. **Project Employment**

- 1. Employees who accept project employment, as defined in Article 7.1.B.3, directly from permanent employee status, have the right to return to their prior position if the position remains vacant, funded, and in the same job classification and program.
- 2. If the position no longer exists, as identified in Section 1 above, employees have layoff options as outlined in this Article, with the exception of Sections F, and G.

ARTICLE 12

SENIORITY

12.1 SENIORITY

- A. Seniority will consist of the employee's total length of service, measured from the last period of unbroken service in positions in classified service.
- B. Seniority will apply to all employees as provided by this Agreement.
- C. For employees with established seniority dates at the time of the signing of this Agreement, those seniority dates will remain in effect.
- D. Less than full-time employees' seniority will be computed on a payroll hour basis. When less than full-time employees become full-time employees, their payroll hours will be pro-rated on a comparable basis to full-time employment.
- E. Cyclic employees whose positions are less than twelve (12) months will not have their seniority date adjusted.
- F. Ties in seniority will be broken by measuring the employee's last continuous time within their classification. If the tie remains, seniority will be determined by measuring the employee's last continuous time at the University. If the tie remains, seniority will be determined by measuring the employees' total accumulated time with the state. If the tie remains, seniority will be determined by lot.
- G. A permanent employee has the right to withdraw his/her resignation without loss of seniority provided that written notice of the withdrawal is received by the University within seventy-two (72) hours excluding Sunday and holidays after submitting the resignation.
- H. Any leave of absence granted by the University or separations due to layoff will not be considered a break in service for the purpose of calculating seniority.
- I. Time spent on the University layoff list will count for seniority purposes.
- J. Time spent under the jurisdiction of the higher education personnel rules and under the jurisdiction of general government rules will be interchangeable.
- K. For a permanent employee who has been suspended without pay for cause, seniority will not be denied for any period of suspension.

- L. For a permanent employee who has been temporarily demoted for cause, seniority will not be denied for the period of demotion and will not be considered time out of classification for the determination of layoff tie.

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ARTICLE 13

PRESUMPTION OF RESIGNATION

13.1 PRESUMPTION OF RESIGNATION – UNAUTHORIZED ABSENCE

An employee may be presumed to have resigned his/her position when there has been an absence without authorized leave from the job for a period of three (3) consecutive working days. Thereafter, a notice of dismissal acknowledging the presumption of resignation will be sent by certified mail to the last known address of the employee. Within seven (7) days after the notice of dismissal has been mailed, the employee may petition the Appointing Authority in writing for reinstatement upon proof that the absence was involuntary or unavoidable.

ARTICLE 14
PERSONNEL RECORDS

14.1 PERSONNEL RECORDS

- A. The University will determine the location of personnel records. There will be only one (1) official personnel file that will be located in Human Resource Services. Medical information will be kept separate and confidential.
- B. An employee will be provided a copy of University initiated documents related to wages, hours, and working conditions (including performance) that are inserted into the personnel file.
- C. Unless mutually agreed to by the University and the employee and/or his/her official Union representative, no material will be entered into the personnel file more than one (1) year after its creation.
- D. Personnel, medical records and other records containing personal information and/or information pertaining to the employee's performance, including those electronically generated will be maintained, accessed, and used only in the scope of official University business. An employee's Social Security number will not be disclosed except as required to conduct official University business.
- E. Supervisor files are those files kept by any management personnel in an employee's direct line of supervision. These files are for the purpose of documenting an employee's performance and on the job behaviors. Document(s) contained in these files will be destroyed no later than twelve (12) months following the date the document(s) was/were created, in line with the performance evaluations performed in accordance with Article 9.
- F. An employee may arrange to examine his/her own personnel records and if done during the employee's work hours, will be subject to prior supervisory approval. A reasonable effort will be made to release the employee as soon as possible. An official Union representative will be granted access to the personnel records upon written authorization from the employee. The employee and/or his/her official Union representative may not remove any contents. A record will be kept in the

official personnel file of the names, dates, times and title of anyone who has reviewed the file, other than Human Resources and Benefits Services personnel.

- G. An employee or his/her official Union representative contesting information in the employee's personnel records may insert rebuttal or refuting documentation.
- H. An employee may submit information relating to his/her job skills, work performance, or related educational achievements to his/her supervisor.
- I. Information in the personnel records relating to employee performance will be immediately removed and given to the employee in situations where the employee is exonerated, where the information is found to be false, or when legally ordered to do so.
- J. Written corrective actions will, upon approval of the Appointing Authority, be removed from an employee's personnel file after three (3) years if:
 - 1. Circumstances do not warrant a longer retention period; and
 - 2. There has been no subsequent discipline; and
 - 3. The employee submits a written request for its removal.
- K. Records of disciplinary actions will be considered a permanent part of the employee's personnel file. However, after five (5) years without a reoccurrence of disciplinary action, an employee may submit a written request for disciplinary letter(s) and attachments to be removed from the personnel file. The University may remove the documents and return them to the employee.
- L. Upon the employee's written request/release, the University will respond to employment verification inquiries.
- M. The University may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or his/her designated representative.

ARTICLE 15
BENEFITS

15.1 BENEFITS

- A. Health Care – health care premium dollars are negotiated separately and incorporated by reference herein.
- B. Pre-tax Medical/Dental Expense and Premium Account – will be offered to employees on the same basis as offered to all other benefit eligible University employees.
- C. Deferred Compensation – will be offered to employees on the same basis as offered to all other benefit eligible University employees.
- D. Dependent Care Salary Reduction Plan – will be offered to employees on the same basis as offered to all other benefit eligible University employees.
- E. Subject to operational requirements, Supervisors may adjust employee work schedules to facilitate non-work time participation in approved University wellness programs.

15.2 VOLUNTARY EMPLOYEE RETIREMENT BENEFIT ACCOUNTS – VEBA

- A. The University will provide a post-retirement medical expense plan (VEBA) that provides for reimbursement of medical expenses to eligible individuals. Instead of cash-out of sick leave on a one (1) hour for four (4) hour basis at retirement, the University shall deposit equivalent funds in the medical expense plan.
- B. VEBA will remain in effect unless ten percent (10%) of eligible employees request (in writing) not later than October 1, of any year, that the University conduct a vote to consider discontinuing VEBA.
- C. If an employee dies prior to retirement, the employee's estate will receive cash for his/her total sick leave balance on a one (1) hour for four (4) hour basis.

15.3 EMPLOYEE ASSISTANCE PROGRAM

The University will provide an Employee Assistance Program for all employees covered by this Agreement on the same basis as the program is provided for all other University employees.

15.4 CHILDCARE

The University will provide access to childcare on campus for all employees covered by this Agreement on the same basis as provided for all other University employees.

15.5 COMMUTE TRIP REDUCTION, PARKING, AND EMERGENCY RIDE HOME

The University will provide Commute Trip Reduction, Parking, and Emergency Ride Home programs for all employees covered by this Agreement on the same basis these programs are provided for all other University employees, per BPPM 80.87 Revised 2-06, Emergency Ride Home.

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ARTICLE 16
HOLIDAYS

16.1 HOLIDAYS

A. All bargaining unit employees will be provided the paid holidays listed below:

Holiday Schedule July 2015 – June 2017

HOLIDAY	2015-2016	2016-2017
Independence Day	July 3, 2015	July 4, 2016
Labor Day	Sept. 7, 2015	Sept. 5, 2016
Veterans Day	Nov. 11, 2015	Nov. 11, 2016
Thanksgiving Day	Nov. 26, 2015	Nov. 24, 2016
Native American Heritage Day	Nov. 27, 2015	Nov. 25, 2016
Christmas Day	Dec. 25, 2015	Dec. 26, 2016
Christmas Holiday*	Dec. 24, 2015	Dec. 27, 2016
New Year's Day	Jan. 1, 2016	Jan. 2, 2017
Martin Luther King Jr. Day	Jan. 18, 2016	Jan. 16, 2017
Memorial Day	May 30, 2016	May 29, 2017

*in lieu of Presidents' Day

B. Employees will be paid at a straight time rate even though they do not work based on the following:

1. Employees who work a Regular work schedule, as defined in Article 6.1.C.1, will receive eight (8) hours of pay.
2. Employees required by the University to work an Alternate work schedule, as defined in Article 6.1.C.2, will receive pay equivalent to the employee's work shift. Employees working a voluntary Alternate work schedule will receive eight (8) hours pay and may take any combination of annual leave, earned compensatory time or leave without pay; or be allowed to change their schedule for the week to make up the hours.
3. Full-time, Nonscheduled employees, as defined in Article 6.1.C.3, will receive eight (8) hours pay.

C. Employees working less than full time will be paid on a pro-rated basis.

D. Permanent and probationary employees working twelve-month schedules or cyclic year position employees who work full monthly schedules through their work year will receive holiday pay if they were in pay status on the work day preceding the holiday.

- E. Cyclic year position employees scheduled to work less than full monthly schedules throughout their work year qualify for holiday compensation if they work or are in pay status on their last regularly scheduled working day preceding the holiday(s) in that month.
- F. When a holiday falls on the employee's scheduled work day, that day will be considered the holiday.
- G. When a holiday falls on the employee's regularly scheduled day off, the employee will be paid holiday pay for the holiday. At the employee's option, the employee may take an alternate date as the holiday the regular scheduled work day before the eligible holiday or within the next thirty (30) days following the scheduled holiday date. The alternate holiday date will be mutually agreed to by the employee and his/her supervisor, and will be taken on the employee's regularly scheduled workday. If the employee, for any reason is unable to take the alternate date as the holiday, the employee will be paid holiday pay.
- H. Employees working a night shift schedule that begins on one calendar day and ends on the next calendar day may select the shift that begins on the holiday day or the regular scheduled work shift that precedes the holiday as the holiday based on operational needs as determined by the University.
- I. Employees who are required to work on a holiday will be paid at the overtime rate for hours worked in addition to the straight time pay in Section 16.1 above.

16.2 PERSONAL LEAVE DAY/PERSONAL HOLIDAY

- A. Each employee may choose one (1) paid Personal Leave Day/Personal Holiday during each calendar year (January 1 – December 31) if the employee is expected to be employed for at least four (4) months.
- B. Personal Leave Day/Personal Holiday pay will be paid at the employee's straight time rate of pay.
- C. The Personal Leave Day/Personal Holiday will be pro-rated for less than full time employees, based on the percentage of appointment for the month during which the Personal Leave Day/Personal Holiday is used.
- D. The Personal Leave Day/Personal Holiday request will be made in writing to the employee's supervisor no less than fourteen (14) days prior to date for which the

Personal Leave Day/Personal Holiday is requested. The employee's supervisor may waive this requirement. The request to schedule the use of a Personal Leave Day/Personal Holiday will be made no later than November 1 of each calendar year. The University will issue a reminder of this requirement no later than October 10 of each year. The number of employees who take their Personal Leave Day/Personal Holiday at one time may be limited due to operational needs and/or due to staffing levels. If written approval or denial is not received within seven (7) days of the request, the request will be considered approved.

- E. The Personal Leave Day/Personal Holiday may not be carried over to the next calendar year except when an eligible employee's request to take his/her Personal Leave Day/Personal Holiday has been denied or canceled. The employee will attempt to reschedule his/her Personal Leave Day/Personal Holiday during the balance of the calendar year. If he/she is unable to reschedule the day, it will be carried over the next calendar year and used within the first sixty (60) days of the next calendar year.
- F. An employee may be authorized to use increments of his/her Personal Leave Day/Personal Holiday for family member emergency care.
- G. An employee may use his/her Personal Leave Day/Personal Holiday during a period of emergency closures/suspended operations. An employee must use Personal Leave Day/Personal Holiday time as a full day or shift.
- H. Personal Leave Day/Personal Holiday: Upon request, an employee will be approved to use part or all of the Personal Leave Day/Personal Holiday for the following types of leave:
 - The care of family members as required by the Family Care Act, WAC 296-130;
 - Leave as required by the Military Family Leave Act, RCW 49.77;
 - Leave as required by the Domestic Violence Leave Act, RCW 49.76.

16.3 FAITH OR CONSCIENCE UNPAID HOLIDAY

- A. Employees are entitled to two (2) unpaid holidays per calendar year for reasons of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

- B. An employee must give at least fourteen (14) calendar days' written notice to the supervisor when requesting these unpaid holidays. However, the employee and supervisor may agree upon a shorter time frame.
- C. Employees will only be required to identify that the holiday request is for reasons of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.
- D. The holiday will be granted, unless the employees absence would impose an undue hardship on the University as defined by WAC 82.56 or the employee is necessary to maintain public safety. If an undue hardship exists, the supervisor will work with the employee to find an alternate date on which the employee can be released.

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ARTICLE 17
ANNUAL LEAVE

17.1 ANNUAL LEAVE

A. Annual Leave Monthly Accrual Rate Schedule

1. The following are the annual leave accrual rates for full-time employees, and will be based on total years of state employment:
2. Annual leave accrual will be pro-rated for less than full time employees on the basis of the appointment.
3. Employees will retain, carry forward, and use any unused annual leave that was accrued prior to the effective date of this Agreement in accordance with the provisions of this Agreement.
4. An employee bringing annual leave from another state agency/higher education institution may use the previously accrued annual leave during the probationary or trial service period.
5. Annual leave credits of permanent status employees changing employment between higher education institutions, related boards or other state agencies will move with the employee.

During Years	During Months	Hours/Month	Hours/Year	Days/Year
1	1 – 12	8.00	96.00	12
2	13 – 24	8.67	104.04	13
3 – 4	25 – 48	9.33	111.96	14
5 – 7	49 – 84	10.00	120.00	15
8 – 10	85 – 120	10.67	128.04	16
11	121 - 132	11.33	135.96	17
12	133 - 144	12.00	144.00	18
13	145 - 156	12.67	152.04	19
14	157 - 168	13.33	159.96	20
15	169 - 180	14.00	168.00	21
16 and after	181	14.67	176.04	22

B. Annual Leave Scheduling

1. Upon the completion of six (6) months of continuous employment, an employee may submit a request for annual leave. Requests for annual leave must be submitted by the employee in writing in advance of the effective date.

2. **Annual Leave Bid Process**

Employees will submit written bids to their supervisor between the first and last work days in January of each year for annual leave requests. These bids will be for the annual leave calendar of March of the current year through February of the following year.

By the end of the second full work week of February, the supervisor will review, resolve scheduling conflicts on the basis of seniority and post a listing of approved requests on work unit bulletin boards. The posted annual leave is considered to be approved. Employees on said listings will have priority regardless of the seniority of subsequent requesters.

3. **Requests for Annual Leave Outside a Bid Process**

Requests for annual leave outside the bid process may be submitted for leave requests for the current leave year. The process for approving this leave will not be in conflict with the annual leave bid process.

a. The supervisor must approve or deny a written request for Annual Leave within ten (10) working days.

b. In the event two (2) or more employees request the same annual leave period, and if the supervisor must limit the number of people taking leave, and if the supervisor approves leave, the most senior employee will be given preference.

Previously approved leave will not be cancelled in order to grant leave to a senior employee, except for Section c below.

The supervisor may deny leave or limit the number of employees who take annual leave at one time due to operational needs and/or staffing levels.

- c. In the event of a conflict of a previously established annual leave schedule because of a subsequent transfer or promotion, every effort will be made to honor all previously approved annual leave. If such is not possible because of operational necessity and or staffing levels and the transfer is involuntary, the employee with the greater seniority shall be given preference. In the event of a voluntary transfer or promotion, the employee transferring or promoting will submit a new leave request.
 2. **Annual Leave Changes:** Individual annual leave periods may be changed at any time by mutual agreement between the employee(s) concerned and supervision; however, in no case will an employee's scheduled annual leave interfere with the necessary work of the organization, the determination of which will rest with supervision.
- C. **Annual Leave Scheduling for All Employees:** Employees must have, or expect to have, sufficient annual leave balances when requesting to use annual leave. An employee is not entitled to use annual leave in advance of its accrual. Approved annual leave requests will be adjusted if the employee has not accrued sufficient annual leave by the time of the scheduled absence.
- D. **Annual Leave Cancellation**
1. The University will make every effort to find alternatives to meet staffing needs without rescinding previously scheduled leave.
 2. When circumstances require the presence of a particular employee who is scheduled for or on approved leave, the University may, as a last resort, cancel the authorized annual leave. The employee will be given priority for rescheduling the annual leave, but the leave request will not displace previously approved leave of other employees.
- E. **Annual Leave Maximum:** Employees may accumulate maximum annual leave balances not to exceed two hundred and forty (240) hours. However, there are two methods which allow vacation leave to be accumulated above the maximum:
1. If an employee's request for annual leave is denied by the University, then the maximum of thirty (30) working days' accrual will be extended for

each month that the leave is deferred, provided a statement of necessity justifying the denial is approved by Human Resource Services.

2. As an alternative to Subsection (1) of this Section, employees may also accumulate vacation leave in excess of thirty (30) days as follows:
 - a. An employee may accumulate the vacation leave days between the time thirty (30) days is accrued and his/her anniversary date.
 - b. Such accumulated leave will be used by the anniversary date and at a time convenient to the University. If such leave is not used prior to the employee's anniversary date, such leave will be automatically extinguished and considered to have never existed.
 - c. Such leave credit acquired and accumulated will never, regardless of circumstances, be deferred by the University by filing a statement of necessity as described in Subsection (1) of this Section.

F. **Annual Leave Utilization**

1. Annual leave reporting will reflect the amount of time actually used.
2. If the employee is called back to work while on annual leave, the employee's annual leave balance will not be charged for hours worked and the employee will receive call back pay.
3. When holidays occur during annual leave periods, the employee will receive holiday pay and annual leave will not be charged against the employee's annual leave balance in accordance with Article 16.1.B.

- G. **Annual Leave Cash Out:** Except as provided for in Section A.5 of this Article, permanent employees will be paid for all unused annual leave upon retirement, death, or separation from University service at the rate of one hundred percent (100%) of the employee's salary at the time of retirement, death, or separation.

ARTICLE 18
SICK LEAVE

18.1 SICK LEAVE

A. **Sick Leave Accrual**

1. Full-time employees will accrue eight (8) hours per month of sick leave.
2. Sick leave accrual will be pro-rated for less than full-time employees.
3. An employee in a leave without pay status for more than ten (10) full days total in a calendar month will not accrue any sick leave for the month.

B. **Sick Leave Uses:** Accrued sick leave may be used only for:

1. The employee's own illness, injury or disability (including disability due to pregnancy or childbirth);
2. The need to care for the employee's family member with a health condition requiring treatment or supervision;
3. Medical or dental appointments for the employee or his/her family member. The employee will make reasonable efforts to schedule such appointments at times so that they will not interfere with scheduled work days;
4. The continuation of employee benefits i.e. medical insurance by allowing the use of eight (8) hours of sick leave per month during periods of leave of absence without pay;
5. Supplementing workers compensation payments;
6. Parental Leave as outlined in Article 21;
7. Other circumstances when authorized by the Chief Human Resource Officer.

C. **Sick Leave Utilization**

1. Sick leave reporting will reflect the amount of time actually used.
2. Accrued annual leave may be used for sick leave purposes as defined in "B" immediately above subject to all provisions of this Article.

D. **Sick Leave Reporting and Verification:** An employee must notify his/her supervisor as soon as the employee becomes aware that he/she will be absent

from or late arriving to work. Failure to notify the supervisor prior to the start of the scheduled work shift will result in unauthorized leave without pay until the employee notifies his/her supervisor, at which time the unauthorized leave may be changed to authorized leave. The University may require a written medical certificate for any sick leave absence of more than three (3) work days.

E. **Sick Leave Annual Cash Out:** Each January, employees are eligible to receive cash on a one (1) hour for four (4) hour basis for ninety-six (96) hours or less of their accrued sick leave, if:

1. Their sick leave balance at the end of the previous calendar year exceeds four hundred and eighty (480) hours;
2. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and eighty (480) hours; and
3. They notify Human Resource Services by January 31st that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.
4. All hours converted will be deducted from the employee's sick leave balance.

F. **Sick Leave - Former Employee:** Any former employee who is reemployed in a job classification covered under this Agreement within three (3) years of separation from the University will have their former sick leave balance restored.

ARTICLE 19
LEAVE WITHOUT PAY

19.1 LEAVES OF ABSENCE WITHOUT PAY

- A. Leaves of absence without pay will be considered for reasons listed below and except as otherwise provided for in this Agreement, will be administered in accordance with the provisions of this Article:
1. Maternity Disability Leave
 2. Parental Leave
 3. Disability Leave
 4. Reasonable Accommodation
 5. Layoff and Recall
 6. Educational leave
 7. Child and elder care emergencies
 8. Governmental service leave
 9. Conditions applicable for leave with pay
- B. Leave without pay will be granted for the following reasons:
1. Family and Medical Leave
 2. Compensable work-related injury or illness leave
 3. Military Leave
 4. Cyclic Employment
 5. Volunteer Fire Fighting Leave – Emergencies
 6. Domestic Violence Leave
 7. Family Military Leave
 8. Formal collective bargaining leave as authorized by RCW 41.80
- C. **Limitations**
1. Leaves of absence without pay will be limited to twelve (12) months. The University will consider and may grant requests to extend such leave beyond a twelve (12) month period.

2. Except as otherwise provided for in this Agreement, employees will use appropriate accrued paid leave balances including compensatory time prior to going into a leave of absence without pay status as outlined in Section 19.1.A; the Chief Human Resource Officer may waive this requirement. However an employee granted a leave of absence without pay under the provisions of Family Medical Leave may use any combination of accrued leaves, compensatory time, and leave without pay to maintain University sponsored employee benefits during the period of leave of absence.
3. Employees will not earn sick leave or annual leave for any month in which leave of absence without pay exceeds ten (10) working days
4. Leaves of absence without pay authorized for the following will not be deducted from an employee's anniversary date, periodic increment date, or seniority:
 - a. leaves of absence without pay of ten (10) working days or less,
 - b. compensable work-related injury or illness leave,
 - c. military leave,
 - d. to reduce the effects of a layoff, provided the employee is returned within one (1) year following the date of layoff,
 - e. to participate in collective bargaining contract negotiations, or
 - f. to perform Union representational duties.
5. Except as otherwise provided for in this Agreement, requests for leaves of absence without pay will not be granted for less than two (2) hours.

D. **Requests for Leaves of Absence Without Pay**

1. Requests will be made in writing by the employee fourteen (14) days in advance of the leave, unless precluded by emergency conditions or otherwise provided for in this Agreement. The employee's supervisor may waive this requirement. The request will include the beginning and ending date and the purpose of the leave. The University will provide the employee a written approval or denial within five (5) days after the request is received. If denied, the reason(s) will be included.

2. Requests to extend the leave without pay period beyond the initial approved ending date will be submitted fourteen (14) days prior to the initial approved ending date or as soon as the employee becomes aware of the need to request additional leave without pay, whichever occurs first. The University will provide the employee a written approval or denial within five (5) days after the request is received. If denied, the reason(s) will be included.
- E. **Return from Leaves of Absence Without Pay:** Employees returning from authorized leaves of absence without pay will be re-employed in the same position or in an available position in the same job classification, as determined by the University, provided that there is an open position available and if provided that such re-employment is not in conflict with other Articles in this Agreement. If there is no open position available and if such re-employment is not in conflict with other Articles in this Agreement, the layoff provisions of this Agreement shall apply.
- F. **Compensable Work-Related Injury or Illness Leave:** An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation or Loss of Earning Power (LEP) compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave during a period in which they receive time-loss or LEP compensation will receive sick leave pay for the number of hours used in addition to any time-loss or LEP payments. Employees who take annual leave during a period in which they receive time-loss or LEP compensation will receive annual leave pay for the number of hours used in addition to any time-loss or LEP payments. Leave for a work-related injury, covered by workers' compensation will run concurrently with the Family Medical Leave Act.

ARTICLE 20
SHARED LEAVE

20.1 SHARED LEAVE

- A. **Eligibility:** An employee is able to request participation in the shared leave program when he/she is entitled to accrued sick/annual leave.
1. An employee may receive shared leave if he/she suffers from, or has a relative or household member suffering from, a severe illness, injury, impairment, or physical or mental condition which is of an extraordinary, extreme or life threatening.
 2. An employee who has been called to active duty to serve in the uniform services.
 3. An employee who has been a victim of domestic violence, sexual assault or stalking.
 4. A state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has needed skills to assist in responding to the emergency or its aftermath and volunteers his/her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services.
 5. The severe illness, injury, impairment, condition, consequence of domestic violence, sexual assault, or stalking, or the call to military service or emergency volunteer service has caused, or is likely to cause, the employee to go on leave without pay status or terminate state employment.
 6. The employee's absence and use of shared leave are justified.
 7. The employee has depleted or will shortly deplete his/her leave balances.
- B. **Ineligible:** An employee for whom time loss compensation from the State Department of Labor and Industries has been allowed.

- C. **Use of Other Leave:** An employee must use all accrued sick leave and annual leave and Personal Leave Day/Personal Holiday before being eligible to use shared leave.
- D. **Maximum Hours Received:** An employee may receive up to a total of 261 days (2088 hours) of shared leave per RCW 41.04.665.
- E. **Approval Procedure**
1. To request approval to receive shared leave hours, an employee or their representative must submit the following documentation to Human Resource Services:
 - a. Application to Receive Shared Leave, and
 - b. Physician's statement from the employee's physician or, in the case of the uniformed services, their military orders, and
 - c. Photocopy of the employee's latest Time/Leave Report
 2. If the employee is incapacitated or is unavailable due to a call to service in the uniformed services, the employee's representative may complete and submit the documentation.
- F. **Donating Leave**
1. An employee who accrues annual leave and/or sick leave and/or personal holidays may donate a minimum of one (1) hour to an approved shared leave recipient.
 2. All donations of leave must be to a specific person.
 3. The donor completes and submits a Donation of Shared Leave Hours form.
 4. The donor also submits a copy of their most recent Time/Leave Report.
 5. Employees voluntarily elect to donate leave and do so with the understanding that donated leave will not be returned, except for any portion not used by the recipient under Section L of this Article.
- G. **Donating Annual Leave**
1. The donor must retain an annual leave balance of at least eighty (80) hours at the time the donation is processed.

2. An employee may not donate annual leave hours that would otherwise be lost on the next anniversary date.
 3. Minimum annual leave balances are pro-rated for employees working less than full time based upon the percent of the FTE.
- H. **Donating Sick Leave:** The donor employee must retain a minimum of one hundred seventy-six (176) hours of sick leave after the transfer.
- I. **Donating Personal Holiday:** An employee may donate an accrued personal holiday in full or in part. (Personal holiday hours must be donated as full hours only; partial-hour donations are not permitted.)
- J. **Return to Work:** Shared leave may be used in accordance with a doctor's statement outlining a return to work program. Shared leave may be used until exhausted or the employee returns to a full time work schedule whichever occurs first. Shared leave, on an intermittent basis, may be allowed in exceptional circumstances as determined by Human Resource Services when documentation submitted by the employee's treating health care provider supports such a need.
- K. **Shared Leave Administration**
1. Employees using shared leave will be considered in active pay status and will receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using annual leave or sick leave.
 2. The receiving employee will be paid his/her regular rate of pay; therefore, the value of one (1) hour of donated shared leave may cover more or less than one (1) hour of the recipient's salary.
 3. The University will respect an employee's right to privacy. However, upon approval for shared leave, and if the employee so requests, the University will inform the University community of the employee's eligibility for shared leave.
 4. Human Resource Services will notify the requesting employee in writing of the decision to approve or deny shared leave including the process for appeal. If an employee disagrees with the decision, that employee may appeal the decision to the Chief Human Resource Officer.

5. If authorized by the employee, the University's Human Resources Services Department will notify the WSU community by electronic announcement of approved shared leave requests.

L. **Return of Unused Shared Leave**

1. Any shared leave not used by the recipient will be returned to the donor(s).
2. The remaining shared leave is to be divided on a pro rata basis among the donors and reinstated to the respective donors' appropriate leave balances based upon each employee's current salary rate at the time of the reversion. The shared leave returned will be prorated back based on the donor's original donation.

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ARTICLE 21
OTHER LEAVE

21.1 LEAVE FOR LIFE GIVING PROCEDURES

- A. Employees are eligible for paid leave for the sole purpose of participating in life-giving procedures.
- B. Paid leave for participation in life-giving procedures:
 - 1. Is not to exceed five (5) days in a two-year period;
 - 2. Is not charged against sick leave or annual leave; and
 - 3. Does not require the use of leave without pay.
- C. A life-giving procedure is defined as a medically-supervised procedure involving the testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments.
- D. Employees must provide reasonable advance notice of a desire to take paid leave time to participate in life-giving procedures. Supervisors may take into account program implementation and staffing replacement requirements in determining whether or not to grant such leave time.
- E. In order to be credited with organ/blood donation leave time, an employee must provide written proof from an accredited medical institution, physician or other medical professional that the employee participated in a life-giving procedure.
- F. Employees may additionally use any accrued paid leave (s) for the purpose of donating organs, fluids (including blood) tissues and other human body components.
- G. This Article does not create any entitlement or other right which may be converted to cash, other compensation, or any other benefit.

21.2 CIVIL LEAVE

- A. The University will grant an employee a leave of absence with pay to serve on jury duty, or for other subpoenaed civil duties. The University will not interrupt the employee's pay, benefits, or accruals during the time the employee is on civil leave.

- B. Employees whose work shift is other than that of the forum to which they are subpoenaed, will have their work hours changed to coincide with the hours of the forum to which they are called for the duration of their granted leave of absence.
- C. If employees are released from Jury Duty with more than two (2) hours of work remaining during that days shift, they may be required to return to work.
- D. Employees will be allowed to retain any compensation paid to them for their service on Jury Duty.
- E. The University will grant a leave of absence with pay for the employee to respond to a subpoena when
 - 1. The employee has been subpoenaed on the employers behalf; or
 - 2. The subpoena is for a legal proceeding which is unrelated to the personal or financial matters of the employee; or
 - 3. For a ULP hearing the duration of leave will be from the employee's appearance time noted on the subpoena through their completed testimony. The supervisor may approve up to fifteen (15) minutes travel time, as necessary, before and after the hearing, between the worksite and ULP hearing. If the employee is called related to rebuttal in a ULP release is authorized as noted above upon receipt of a subpoena. Participation in the hearing will not result in overtime.

21.3 BEREAVEMENT LEAVE

- A. The employee's supervisor shall grant bereavement leave of up to three (3) days to an employee for the death of a member of the employee's family or household.
- B. The employee must be in paid status on the employee's regular scheduled work day immediately preceding the commencement of bereavement leave in order to receive bereavement leave.
- C. Upon request, the supervisor may approve additional leave for each death in an employee's family or household to be charged against the employee's available paid leave balance.
- D. For purposes of this Section a family member is defined as parent, step-parent, sister, brother, parent-in-law, spouse, state registered domestic partner as defined by RCW 26.60.020 or RCW 26.60.030, grandparents, grandchild, and

minor/dependent child and child. A household member is defined as persons who reside in the same household who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.

- E. In exceptional circumstances, a paid absence may be appropriate for mourning the death of a person whose relationship is not defined in the above statement, but whose impact is comparable to that of an immediate family member. The employee's supervisor and the Appointing Authority must approve requests for such leave.

21.4 EMERGENCY CHILD CARE

- A. An emergency is a situation or circumstance which results in an employee's inability to report for or continue scheduled work because of emergency child care requirements, such as: unexpected absence of regular care provider, unexpected closure of the child's school, or unexpected need to pick up child at school earlier than normal.
- B. The employee's supervisor may approve the use of annual leave, sick leave, Personal Leave Day, or leave without pay for emergency child care as follows:
 - 1. **Sick Leave:** Emergency child care may not exceed three sick leave days in any calendar year, unless extended by the Chief Human Resource Officer.
 - 2. **Annual Leave**
 - a. Emergency child care may not exceed three annual leave days in any calendar year.
 - b. An employee is not required to request prior approval if annual leave is used for emergency child care.
 - 3. **Personal Leave Day:** Employees may use their Personal Leave Day for emergency child care. An employee may be authorized to use increments of less than eight (8) hours of his/her Personal Leave Day for emergency child care.

21.5 MILITARY LEAVE

The University will provide military leave for all employees covered by this Agreement in accordance with state and federal law, as follows:

- A. Employees will be granted paid military leave for service in the uniformed services upon presentation of military orders to the University.
- B. Military leave may not exceed twenty-one (21) work days during each year beginning October 1 and ending the following September 30. Such military leaves of absence will be in addition to any other paid leave to which the employee might otherwise be entitled.
- C. Scheduled days off are not counted in the twenty-one (21) days when they occur within the leave period.
- D. If military leave exceeds twenty-one (21) days, the employee must use accrued leave (excluding sick leave) or leave without pay.
- E. Employees are not charged leave for time used for a physical examination to determine fitness for military service.
- F. During a period of military conflict, an employee whose spouse is in the military may take up to fifteen (15) days of accrued paid or unpaid leave to be with the military spouse when there is notice of an impending call, order to active duty or when the military spouse is on leave from deployment. An employee who seeks to take leave must provide the University with notice, within five (5) work days of receiving official notice of an impending call or order to active duty or of a leave from deployment, of the employee's intention to take leave.

21.6 MATERNITY DISABILITY LEAVE AND PARENTAL LEAVE

A. Maternity Disability Leave

- 1. Pregnant women are eligible for any disability and medical benefits available to other employees with non-job-related disabilities.
- 2. Ordinarily, maternity disability leave is six weeks or less and may be extended upon request. An employee may use a combination of sick leave, annual leave, Personal Leave Day/Personal Holiday, compensatory time, and/or leave without pay for the period of disability resulting from pregnancy. The choice of leave will be at the employee's option when eligible for Family Medical Leave. The employee will not be required to

use all paid leave prior to using leave without pay. An employee may use one day of paid leave as determined by the supervisor for each month to maintain benefits. The day selected should be in the first pay period of the month, if possible. The day may not be a day before a University holiday which would make the employee eligible for the holiday pay.

B. Parental Leave

1. An eligible employee may request up to six months of parental leave for the birth and care of the employee's newborn child or the placement of a child with the employee for adoption or foster care. Parental leave may include a combination of annual leave, personal holiday, compensatory time, sick leave, and/or leave without pay at the employee's option.
2. Parental leave must be taken during the first year following the child's birth or placement of the minor/dependent child with the employee for adoption or foster care.
3. An employee may use one day of paid leave as determined by Human Resource Services and/or Payroll for each month to maintain benefits. The day selected should be in the first pay period of the month, if possible. The day may not be a day before a University holiday which would make the employee eligible for the holiday pay.
4. If parental leave is in addition to a maternity disability leave, the parental leave must immediately follow the maternity disability leave.

C. Leave Request

1. The employee will provide notice to the University that includes the anticipated dates of absence and the type of leave the employee wishes to use during the absence. When the request for leave is for medical reasons, the employee will also provide a doctor's statement to the University.
2. The University will respond to the request for leave within ten (10) days. Requests for medical reasons will be expedited and approved as soon as possible.

3. If the request is denied, the employee will receive written notice, which includes a description of the operational necessity and procedures for the employee to appeal the denial.
4. The employee will have the right to appeal denial of the leave request. The appeal must be submitted within seven (7) days to the Chief Human Resource Officer. The Chief Human Resource Officer will review the appeal and will have the authority to overturn the denial. The employee will be allowed representation for preparing and presenting the appeal.

21.7 FAMILY MEDICAL LEAVE

- A. The University will provide Family Medical Leave for all employees covered by this Agreement on the same basis as the program is provided for all other University employees, except as otherwise provided for in this Section.
- B. No employee will be required to use paid leave for Family Medical Leave absence for which the employee does not request to receive such pay.
- C. Employees taking Family Medical Leave will be allowed to take such leave on an intermittent or reduced-schedule basis when the medical documentation supports such schedule.
- D. Employees returning from Family Medical Leave will return to the same position in which the employee was incumbent prior to the commencement of the leave.
- E. An eligible employee may take Family Medical Leave for illness or injuries related to active military duty.
- F. An employee may take Family Medical Leave to care for a family member with a serious illness or injury incurred in the line of active duty. An eligible employee may request up to twenty-six (26) weeks of Family Medical Leave. Allowed individuals include a spouse, son, daughter, parent of a child of any age, or next of kin of a covered service member who is suffering from a serious injury or illness arising from injuries incurred in the line of duty in the armed forces of the United States. For Family Medical Leave purposes, the term "next of kin" is defined as the nearest blood relative of the ill or injured individual.
- G. Information regarding Family Medical Leave will be made available on the Human Resource Services website.

21.8 LEAVE FOR DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING

An employee is allowed to take accrued paid leave or unpaid leave, including Shared Leave if the employee or the employee's family member is a victim of domestic violence, sexual assault or stalking. For the purpose of this leave family member is defined by RCW 49.76.020 as parent, parent-in-law, spouse, grandparent and minor/dependent child and child or a person with whom the employee has a dating relationship, as defined by RCW 26.50.010. The University may require verification from the employee requesting leave in accordance with RCW 49.76.

21.9 DISABILITY LEAVE

- A. Permanent employees will be granted disability leave up to one (1) year when they are precluded from performing their job duties because of a disability or illness as a Reasonable Accommodation per Article 22, unless the University, based on appropriate Health Care Provider information, determines the employee is unable to perform the essential functions of his/her position due to a mental, sensory or physical disability, which cannot be reasonably accommodated.
- B. Employees taking disability leave may use any combination of Family Medical Leave, sick leave, annual leave, Personal Leave Day/Personal Holiday, or compensatory time in accordance with the appropriate leave articles, upon approval of the University based on the employee's written request and appropriate Health Care Provider information. Once other leaves have been exhausted employees may request to use leave without pay. Family Medical Leave will run concurrently with the disability leave and is not additive.
- C. Employees may retain and use paid leave balances including compensatory time sufficient to maintain University sponsored employee benefits.

ARTICLE 22

REASONABLE ACCOMMODATION

22.1 REASONABLE ACCOMMODATION

A. **Compliance:** The University, the Union, and employees will comply with relevant federal and state laws and regulations in providing reasonable accommodations to qualified individuals with disabilities.

B. **Disability Definition:** Presence of a sensory, mental, or physical impairment that: is medically cognizable or diagnosable; or exists as a record or history; or is perceived to exist whether or not it exists in fact.

A disability exists whether it is temporary or permanent, common or uncommon, mitigated or unmitigated, or whether or not it limits the ability to work generally or work at a particular job or whether or not it limits any other activity within the scope of this chapter. For purposes of this definition, "impairment" includes, but is not limited to: any physiological disorder, or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitor-urinary, hemic and lymphatic, skin, and endocrine; or any mental, developmental, traumatic, or psychological disorder, including but not limited to cognitive limitation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

Only for the purposes of qualifying for reasonable accommodation in employment, an impairment must be known or shown through an interactive process to exist in fact and: the impairment must have a substantially limiting effect upon the individual's ability to perform his/her job, the individual's ability to apply or be considered for a job, or the individual's access to equal benefits, privileges, or terms or conditions of employment; or the employee must have put the employer on notice of the existence of an impairment, and medical documentation must establish a reasonable likelihood that engaging in job functions without an accommodation would aggravate the impairment to the

extent that it would create a substantially limiting effect. A limitation is not substantial if it has only a trivial effect.

- C. **Requests for Accommodation:** An employee who believes that he/she suffers a disability and requires a reasonable accommodation to perform the essential functions of his/her position may request such an accommodation from the University's Human Resource Services department. Employees requesting accommodation must cooperate with the University in discussing the need for and possible form of any accommodation. The employee must provide supporting medical documentation with any request for accommodation if requested by the University. The University may require the employee to obtain a second medical opinion at University expense. Medical information disclosed to the University will be kept confidential, in a file separate from the employee's personnel file, and disclosed only on a need-to-know basis.
- D. **Determinations Regarding Accommodations:** The University will determine whether an employee is eligible for a reasonable accommodation, and the accommodation, if any, to be provided.
- E. **Disability Separation:** Prior to issuing a notice of disability separation, the University will review the essential functions of the position description to ensure accuracy. If the University determines that an employee is unable to perform the essential functions of the employee's position due to a disability that cannot be reasonably accommodated, the employee will be separated from service due to disability. Prior to any final decision regarding a disability separation, the University will notify the employee of its determination at least sixty (60) days prior to the proposed effective date of the separation, and provide the employee with an opportunity to discuss that determination. Disability separation is not a disciplinary action.
- F. **Complaint/Grievance:** Nothing herein will interfere with an employee's right to file a grievance under Article 29, Grievance and Arbitration, or a complaint with the Washington State Human Rights Commission or the Equal Employment Opportunity Commission.
- G. **Return to Work**

1. If, within three (3) years of the disability separation, an individual submits a written notice from his/her medical practitioner that he/she is able to return to work, the individual's name will be placed on the Layoff list for the classification from which the individual was separated. Nothing herein will preclude an individual who has been disability separated from applying for any University position for which he/she meets the minimum qualifications.
2. If an employee is rehired within two (2) years of a disability separation:
 - a. The employee's seniority, anniversary, and periodic increment date will be restored.
 - b. The employee will serve a six (6) month probationary period.
 - c. Upon successful completion of the probationary period, the time between separation and re-employment will be treated as leave without pay and will not be considered a break in service.
3. If an employee is rehired within three (3) years of a disability separation, any unused sick leave will be restored.

ARTICLE 23
EMPLOYEE DEVELOPMENT

23.1 EMPLOYEE TRAINING/DEVELOPMENT AND EDUCATIONAL BENEFITS

A. Employee Training/Development

1. The University will maintain a record of all employee training.
2. Subject to supervisory approval, the University will:
 - a. grant ninety-six (96) hours of paid release time per fiscal year for in-service programs offered through the University, e.g. Human Resource Services, Environmental Health and Safety, Information Technology Services. The Certification training on Leadership/Management, Supervisory functions, Financial and Communication tracks will be offered to employees covered by this Agreement on the same basis as all other University employees.
 - b. allow employees covered by this Agreement to participate in University career counseling and assistance programs on work time and on the same basis as all other University employees.
3. Any training for which paid release time is granted will be considered time worked.

B. Licenses/Certifications

1. Pre-employment licenses and certifications will be at the employee's expense and on their own time. Any licenses and certifications necessary to meet the minimum qualifications of the position will be obtained at the employee's expense and on their own time.
2. Employees who are required by the University to have licenses and certifications beyond that necessary to accomplish the minimum qualifications for their position, will acquire and maintain all such licenses and certifications at the University's expense.

3. Any loss of license(s) or certification(s) required to perform the employee's duties will be reported to the employee's supervisor not later than the first work day following the loss or as soon as is practicable.

C. **Educational Benefits**

1. The University will provide a Tuition Fee Waiver Program for all employees covered by this Agreement on the same basis as the program is provided for all other University employees.
2. The University will provide a Summer Educational Benefits Program for all employees covered by this Agreement on the same basis as the program is provided for all other University employees.
3. Leave and/or leave without pay for educational purposes may be granted in accordance with the applicable provisions of this Agreement.

ARTICLE 24
COMPENSATION

24.1 WAGE SCALES

- A. Effective July 1, 2015, all salary ranges for classified employees covered by this Agreement will be increased by three (3%) percent.
- B. Effective July 1, 2016, all salary ranges for classified employees covered by this Agreement will be increased by one point eight (1.8%) percent.
- C. Employees who have been at Step L for six (6) consecutive years in the same salary range or more will progress to Step M.
- D. The University will follow the State HR General Service Salary Schedule in effect July 1, 2015 through June 30, 2017, unless 24.1.A and B reflect a greater overall salary schedule/compensation plan.
- E. Salary ranges for each Job Classification are identified in the Appendices.

24.2 SALARY MOVEMENT

- A. Except as specified below, on an employee's periodic increment dates he/she will receive a two (2) step increase within the assigned salary range until such time as he/she reaches Step L.
- B. **Transfer**: When an employee transfers from one position to another position in the same or different classification at the same salary range, he/she will retain his/her step in the salary range.
- C. **Promotion**: When an employee moves to a position in a classification with a higher salary range, he/she will be placed at either the starting step of the new range or the step which provides a minimum of a two (2) step increase, whichever is higher, not to exceed Step M of the new range.
- D. **Demotion**
 - 1. When an employee is demoted to a position in a classification with a lower salary range he/she will be placed at the same step in the new range on a step-for-step basis not to exceed Step L.

2. When an employee voluntarily demotes to a position in a classification with a lower salary range, he/she will receive credit for all continuous employment in the higher range in determining the step in the lower salary range in which the employee will be placed at a salary equal to his/her previous base salary range. If the previous base salary exceeds the new range, the employee's base salary will be set at Step L.
- E. **Reversion:** When an employee voluntarily or involuntarily returns to the classification in which he/she most recently held permanent status, or when he/she moves to a classification in the same or lower salary range, the salary the employee was receiving prior to promotion will be reinstated.
- F. **Elevation:** When an employee is promoted to a higher classification in which the employee previously held permanent status, he/she will be placed either at the starting step of the new range or the step which provides a minimum of a two (2) step increase, whichever is higher, not to exceed Step M of the new range.
- G. **Temporary Upgrade**
1. When the University assigns an employee to a position in a classification with a higher salary range for a period of fourteen (14) days or more, he/she will be placed (for the full duration of the assignment) at either the starting step of the range or the step which provides a minimum of a two (2) step increase, whichever is higher, not to exceed Step L of the new range.
 2. **Bargaining Unit 13 Lead Workers:** The employee will be paid for the duration of his/her assignment in accordance with Article 7.1.I.2, at the starting step of the new salary range or the step which provides a minimum of a two (2) step increase, whichever is higher not to exceed Step L of the new range.
 3. The University will not rotate employees in and out of assignments for the sole purpose of avoiding payment of the higher-level pay. However the University may use rotating assignments for the purpose of employee development or operational necessity.
- H. **Reallocation**

1. Reallocation to a classification with a higher salary range maximum will result in a minimum increase of two (2) steps not to exceed Step M, unless the first step of the new range is more than two (2) steps above employee's current salary in which case the employee is placed at the first step of the new range. The Appointing Authority may request, to Human Resource Services, the employee's salary be established at a higher step based on the individual's qualifications and experience.
 2. Reallocation to a classification with an equal salary range maximum will result in the employee retaining his/her previous base salary.
 3. Reallocation to a classification with a lower salary range maximum will result in the employee being placed at the step in the new range that is equivalent to the current salary unless it exceeds the salary maximum, in which case the employee receives the top step of the new range. If the employee chooses to remain in the position with the lower salary range maximum the employee retains the existing appointment status. Upon request by the employee, the employee will be placed on the University's layoff list for the classification occupied prior to the reallocation and may elect to undergo the layoff process.
- I. **Recruitment and Retention:** An Appointing Authority may request to the Chief Human Resource Officer to adjust an employee's base salary up to Step L within the salary range to address issues that are related to recruitment, retention, or other business related reasons, such as equity, alignment, or competitive market conditions.

24.3 PREMIUM PAY

- A. **Shift Differential:** When the University assigns an employee to a work shift in which the majority of time is worked on a daily basis between 6 PM and 6 AM, the employee will be paid shift differential for all hours worked. The shift differential is sixty-five cents (\$0.65) per hour or one hundred thirteen dollars and ten cents (\$113.10) per month.
- B. **Call-Back**

1. An employee reporting for work at the University's request which is not scheduled in advance and which is outside of and not contiguous with their regular work period, shall be guaranteed two (2) hours call-back pay at their regular non-overtime hourly rate, which shall not be used for purposes of calculating overtime. In addition, the employee shall be paid for actual time worked at the appropriate rate of pay.
2. Employees possessing the necessary knowledge, skills and abilities to perform the required work will be called in order of seniority excluding those employees who are in a leave status including compensatory time off during that work day.
3. Employees shall be expected to respond as directed by the University.

C. **Standby:** An overtime-eligible employee is in standby status while waiting to be engaged to work by the University when the following conditions exist:

1. The employee is required to be present at a specified location or immediately available to be contacted. The location may be the employee's home or other specified location.
2. The University requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.
3. Standby status will not be concurrent with work time. An employee on standby status called to return to work does not qualify for call-back pay. The employee shall be paid for actual time worked at the appropriate rate of pay.
4. Employees on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status.
5. **Bargaining Unit 13 employees only:**

An employee who is called back to work by the University will be guaranteed two (2) hours call back time pay at the base rate, which will not be used for purposes of calculating overtime and will be paid for actual time worked at the appropriate rate of pay. Standby status will cease upon arrival at the worksite and resume standby status upon departure from the worksite.

D. **Hazardous Conditions Pay:** Hazardous conditions pay is a premium added to the base salary and is intended to be used only as long as the hazardous conditions upon which it is based are in effect. The supervisor must approve in advance the assignment of tasks for which hazardous conditions pay would apply.

1. Hazardous conditions pay does not apply to tasks normally expected for the employee's assigned job class.
2. Tasks that are eligible for Hazardous Conditions Pay are defined in BPPM 60.28.
3. The salary premium for hazardous conditions is one dollar (\$1.00) per hour with a two (2) hour minimum per event.
4. The University will provide necessary training prior to assigning these tasks to employees.

24.4 FUNDING

The University will request full funding from the State for any bargaining units added under the provisions of Article 5.1.B. All economic items (wages and benefits) must be funded by the State prior to those terms and conditions being implemented.

24.5 RELOCATION COMPENSATION

The University may authorize relocation compensation or reimbursement for moving expenses in accordance with RCW 43.03.110, RCW 43.03.120 and/or RCW 43.03.125.

24.6 SALARY OVERPAYMENT

In the event an employee receives a salary overpayment the process outlined in RCW 49.48.200 and RCW 49.48.210 (10) will be used to administer the recovery of wages or any associated challenge.

24.7 ECONOMICALLY FEASIBILITY

The parties agree they may re-open negotiations on compensation adjustments dependent upon economic feasibility. Indicators of economic feasibility will be: the Director determines implementation of such adjustments is economically feasible and the legislature appropriates funding in accordance with applicable law; if a State initiative or referendum is submitted to the voters and is passed that specifically provides funding for general salary increases for higher education employees; or the University provides across the board salary increases to Civil Service employees, Faculty and/or Administrative Professional employees. If tentative agreement is

achieved, the University will submit a request to the Office of Financial Management (OFM) for a finding of financial feasibility and, if such a finding is made, for approval and funding by the Governor and Legislature when necessary. Nothing in this Section obligates either party to agree to any proposal.

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ARTICLE 25
UNIVERSITY COMMITTEES

25.1 UNIVERSITY COMMITTEES

Employees who are assigned or selected to participate on University Committees, upon approval from their department, may do so. Time spent at committee meetings will be considered time worked.

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ARTICLE 26

PARKING

26.1 PARKING

- A. The University will provide parking programs for all employees covered by this Agreement on the same basis these programs are provided for all other University employees.
- B. **University Transportation Task Force:** A represented employee will serve on the University Transportation Task force.
 - 1. Employees will elect a represented employee to a one-year term. The Union will notify the Labor Relations Officer of the elected representative by July 1 of each year.
 - 2. Attendance at the University Transportation Task force meetings will be considered time worked.

ARTICLE 27

UNIVERSITY CLOSURES/INCLEMENT WEATHER

27.1 EMERGENCY CLOSURES/SUSPENDED OPERATIONS

- A. Emergencies forcing either a limited campus closure or a declaration of suspended operations may occur at any time and may affect all or part of the workday.
- B. Employees who do not receive prior notification of suspended operations and who report for work but are released until operations resume will receive credit for a minimum of eight (8) hours of work for the first day.
- C. **Inclement Weather:** Employees who do not work due to inclement weather have the following options to account for hours not worked:
 - 1. Using any accrued compensatory time.
 - 2. Using annual leave.
 - 3. Using Personal Leave Day/Personal Holiday. An employee must use Personal Leave Day/Personal Holiday as a full day or shift.
 - 4. Using leave without pay.
- D. **Suspended Operations:** Employees who do not work during suspended operations have the following options to account for hours not worked:
 - 1. Using any accrued compensatory time.
 - 2. Using annual leave.
 - 3. Using Personal Leave Day/Personal Holiday. An employee must use Personal Leave Day/Personal Holiday time as a full day or shift.
 - 4. Using leave without pay.
 - 5. Requesting makeup time for hours lost as a result of the suspended operations.
 - a. Employees must request makeup time within fifteen (15) calendar days after operations resume.
 - b. Reasonable work must exist and the supervisor must approve the request to work. The time must be made up within ninety (90) calendar days after operations resume.

- c. The supervisor schedules extra hours at times most convenient for the work of the department and, whenever possible, most convenient for the employee.
- E. When operationally practical, the most senior employee(s) by classification will be selected to work if they are providing essential services and possess the required skills to address the emergency situation.

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ARTICLE 28

UNION/MANAGEMENT MEETINGS

28.1 SCOPE OF AUTHORITY

- A. Union/management meetings established under this Article are for the purpose of discussing the administration and/or interpretation of this Agreement.
- B. No individual group, committee, or council shall have authority to conduct any negotiations, bargain collectively, or modify any provisions of this Agreement. Activities and discussions conducted in accordance with this Article shall not be subject to the grievance procedure, nor be used as a venue to advance any grievance.
- C. Nothing in the Section shall preclude discussions between University and official Union Representatives of matters appropriate for resolution and/or discussion at the appropriate organizational level. Such discussions shall be considered time worked.

28.2 UNIVERSITY UNION/MANAGEMENT COUNCIL

- A. The Council will be composed of one (1) employee representative from each bargaining unit, a WFSE Representative, and up to an equivalent number of University representatives. The University and the Union will be responsible for the selection of their own representatives. The Parties may designate individuals to serve as alternates as necessary.
- B. A University representative, with the authority to act on behalf of the University, will chair the meeting.
- C. The Union and the University may designate appropriate resource person(s) who may be in attendance at meetings to act as advisor(s).
- D. Council meetings will be conducted four (4) times per year and will be convened within twenty-one (21) days after the request is made. Additional meetings may be scheduled upon mutual agreement of the Parties. Not less than seven (7) working days prior to convening a council meeting, the WFSE Representative and the University's Labor Relations Officer shall mutually agree to the following items:

1. The date, time, and location of the council meeting;
 2. The agenda items, which will consist of items that are of group rather than individual concern shall be distributed to attendees at least five (5) days prior to the council meeting; and
 3. The attendees.
- E. The University will be responsible for taking/distributing summary minutes for each meeting. Minutes will be reviewed, corrected and approved by the committee prior to the University distributing the final minutes. Copies of the minutes will be posted on the Human Resource Services, Labor Relations website.
- F. The University's Labor Relations Officer will notify the supervisors of the employee representatives and resource person(s) regarding the release, date, time, and location of the meeting.
- G. Employees shall be provided paid release time while in attendance at the council provided that the meeting occurs within the employee's regularly scheduled shift. For purposes of calculating overtime, attendance at the meetings shall be considered time worked. Travel expenses for employee representatives and Union-requested resource persons will be borne by the Union. However, the meeting will be held at a location nearest to the majority of employee representatives identified to attend the meeting.
- H. If the Parties determine a clarification regarding the administration and/or interpretation of this Agreement is necessary, the Parties may jointly develop and issue a Memorandum of Understanding (MOU).

28.3 AVAILABILITY OF PARTIES

- A. At the individual bargaining unit level, the University or the Union may request to meet concerning the administration and/or the interpretation of this Agreement.
1. If the Union requests to meet with the University, said request shall be submitted to the University's Labor Relations Officer.
 2. If the University requests to meet with the Union, said request shall be submitted to the WFSE Representative.
- B. The request to meet shall

1. Be in writing;
 2. Identify the specific purpose and the agenda items for the requested meeting;
 3. Identify the proposed attendees; and
 4. Propose a date and time for the meeting.
- C. Within seven (7) working days prior to convening a meeting, the WFSE Representative and the University's Labor Relations Officer shall mutually agree to the following items:
1. The date, time, and location of the meeting;
 2. The agenda items, which shall be distributed to attendees at least three (3) working days prior to the meeting; and
 3. The attendees.
- D. Employees shall be provided paid release time while in attendance at the meeting provided that the meeting occurs within the employee's regularly scheduled shift. For purposes of calculating overtime, attendance at the meetings shall be considered time worked. Travel expenses for employee representatives and Union requested resource persons will be borne by the Union. However, the meeting will be held at a location nearest to the majority of employee representatives identified to attend the meeting.
- E. Such meetings shall be chaired by the University's Labor Relations Officer or his/her designee.
- F. If the Parties determine a clarification regarding the administration and/or interpretation of this Agreement is necessary, the Parties will jointly develop a proposed MOU that will be forwarded to the Union/Management Council for consideration and determination.

ARTICLE 29

GRIEVANCE AND ARBITRATION

The Union and the University encourage problem resolution between employees and management and are committed to settling disputes as soon as possible and at the lowest possible informal level. Grievants, with their steward if requested by the employee, are encouraged to participate in informal discussion with the appropriate individuals prior to pursuing the formal grievance process. If a solution is not reached in an informal manner, this Article provides an orderly process for resolving disputes. The parties individually and collectively recognize their ability to pursue enforcement of this Agreement through the grievance and arbitration process. A grievant will be defined as the Union, an employee, and/or a group of employees alleging a grievance.

29.1 GRIEVANCE DEFINITION

A grievance, within the meaning of this Agreement, is defined as a specific violation, misapplication or misinterpretation of the terms of this Agreement, which occurred during the term of this Agreement. The grievance must state the alleged violation(s), misapplication(s) or misinterpretation(s); identify the applicable Article(s); document the date, time, and the information upon which the grievance is based; the steps taken to informally resolve the grievance; the requested remedy; and be signed by the grievant or the Union representative. The nature of a grievance presented at Step One shall not be changed thereafter unless mutually agreed to during the course of processing the grievance. Any grievance that does not comply with the terms and conditions of this Article shall not be considered a valid grievance.

The following shall not be grievable:

1. the "Preamble",
2. the "Definitions", and
3. all other areas of this Agreement specifically identified as not being grievable.

29.2 EMPLOYEE GRIEVANCE RIGHTS/UNION REPRESENTATION

A. Any employee or groups of employees covered under this Agreement who believes he/she has been aggrieved may seek relief by filing a grievance. In the presentation of grievances, the grievant(s) shall be safe from restraint, interference, discrimination, or reprisal. Grievances may be filed by the Union on

behalf of an employee or a group of employees. If the Union does so, it will identify the employee(s) by name. If filing for similarly affected employees, the Union must identify and notify the University of the similarly affected employees no later than moving the grievance to Step Three.

- B. An employee filing a grievance may request Union representation at each and every step of this procedure. Union representation shall be limited to no more than one (1) designated WFSE Union Steward/Chief Steward and/or the WFSE Representative who shall serve as the exclusive and sole representative of employees covered under this Agreement. The unavailability of a WFSE Representative shall not be cause for delaying the grievance meeting, unless mutually agreed to by the University.
- C. Any University-convened grievance hearing requiring the grievant's presence will be considered time worked for the grievant. Prior to a University-convened grievance hearing, the grievant will be provided up to thirty (30) minutes, which will be considered time worked, and an additional ten (10) minutes of travel time, if needed, to consult with his/her official union representative provided said hearing occurs during the grievant's regular scheduled shift.
- D. Attendance at a University-convened grievance hearing will be considered time worked for the official union representative. Prior to a University-convened hearing, the official union representative will be provided up to thirty (30) minutes, which will be considered time worked, and an additional ten (10) minutes of travel time, if needed, to consult with a grievant.

29.3 GRIEVANCE TIMEFRAMES

- A. At any time during any step of this process, either Party may request an extension within the timeframes allowed as identified in Employee Grievance Procedures Section below. Such extensions must be requested within the designated timeframes and must be mutually agreed to in writing in order to be granted.
- B. Failure by the Union to follow the steps as defined below or meet the below time restrictions or failure to request and be granted an extension of time limits will be considered as a withdrawal of the grievance.

- C. Should the University fail to meet its time restrictions as defined in Section 29.12 or fail to request and be granted an extension, the Union may elect to proceed to the next grievance step.
- D. For the purposes of this Article, “days” shall mean calendar days, excluding any day observed as a Holiday pursuant to the University’s Holiday schedule.
- E. For purposes of calculating time restrictions, the day immediately following the day a grievance is received or the day immediately following the day a written grievance response is received shall be considered the first day. If a written grievance response is sent via certified mail, the first day shall be considered the day following the date postmarked on the certified mail receipt.

29.4 GRIEVANCE FILES

All documents, communications and records dealing with the processing of a grievance will be maintained in accordance with University record retention schedules and will be filed separately from the personnel file of the grievant.

29.5 ELECTRONIC/RECORDING DEVICES

Unless mutually agreed to, no audio/video recording or monitoring devices, cellular phones, or two-way radios shall be used during grievance meetings.

29.6 RESOLUTION

If the University provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step. The resolution will be documented in writing.

29.7 RESUBMISSION

If resolved or withdrawn, a grievance cannot be resubmitted.

29.8 WITHDRAWAL

A grievance may be withdrawn without prejudice at any time.

29.9 CONSOLIDATION

Upon mutual agreement, the parties may consolidate grievances arising out of the same set of facts.

29.10 BYPASS

Except as otherwise provided herein, any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

- A. For grievances regarding corrective actions identified in Article 10.1.A, the grievance procedure ends at Step Three, Administrator.
- B. For grievances regarding disciplinary actions identified in Article 10.1.B, the grievance procedure will begin at Step Three, Administrator.
- C. Expedited arbitration may be entered into at any time upon mutual written consent of the parties. Except for the following, expedited arbitration shall follow the same process as outlined in Step Five, Arbitration:
 - 1. No briefs will be filed or transcripts made;
 - 2. The hearing will be completed within one (1) day; and
 - 3. The arbitrator shall issue a decision immediately upon concluding the hearing.

29.11 PROBATIONARY EMPLOYEES

Probationary employees shall not have the right to file a grievance pertaining to disciplinary actions and/or termination of employment.

29.12 EMPLOYEE GRIEVANCE PROCEDURES

Step One **Labor Relations Officer:** The Union shall submit two (2) copies of a written grievance to the University's Labor Relations Officer or his/her designee within the first thirty (30) days of the date of the grievable incident or of the date the grievant or the Steward/Chief Steward became aware of or should have reasonably become aware of the grievable incident. Upon the receipt of the written grievance, the Labor Relations Officer or his/her designee shall sign and date both copies of the grievance. The Union shall retain one (1) copy. The responsible individual shall meet with the grievant and the Union representative within fifteen (15) days subsequent to the grievance being received by the Labor Relations Officer. After meeting with the grievant, the responsible individual shall have fifteen (15) days to respond in writing to the Union. The responsible individual's written response shall summarize the nature of the grievance and provide a decision regarding the grievance.'

Step Two **Appointing Authority:** Should the Step One response be unacceptable, the Union shall have fifteen (15) days to move the written grievance to the

responsible individual's Appointing Authority. Within fifteen (15) days of the Appointing Authority receiving the Step Two written grievance, the Appointing Authority shall meet with the grievant and their Union representative. After meeting with the grievant, the Appointing Authority shall have fifteen (15) days to respond in writing to the Union. The Appointing Authority's written response shall summarize the nature of the grievance, provide a decision regarding the grievance, and shall document the date of the receipt of the Step Two grievance.

Step Three **Administrator:** Should the Step Two response be unacceptable, the Union shall have fifteen (15) days to move the written grievance to the executive level Human Resource Services administrator. Within fifteen (15) days of the administrator receiving the grievance, the administrator shall meet with the grievant and their Union representative. After meeting with the grievant, the administrator shall have fifteen (15) days to respond in writing to the Union. The administrator's written response shall summarize the nature of the grievance, provide a decision regarding the grievance, and shall document the date of the receipt of the Step Three grievance.

Step Four **Mediation:** Should the Step Three response be unacceptable, the Union may submit a written request to the Public Employment Relations Commission (PERC) for mediation. The written request for mediation shall be postmarked within fifteen (15) days of receipt of the Step Three written response. A copy of the written request for mediation shall also be provided to the University's labor relations officer. If the PERC Mediator declares an impasse, the Union may request arbitration.

Step Five **Arbitration:** Should the Step Three response be unacceptable or if the PERC Mediator declares impasse, the Union may request arbitration. A written request for arbitration shall be provided to the University's Labor Relations Officer within fifteen (15) days of receipt of the Step Three written response or within thirty (30) days of receiving the Mediator's written statement declaring impasse. Within thirty (30) days of the

University's Labor Relations Officer receiving the written request for arbitration, the American Arbitration Association (AAA), or Public Employment Relations Commission (PERC) if mutually agreed upon, shall be requested to submit a list of seven (7) arbitrators (Washington or Oregon only) to the parties from which an arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name remains. The moving Party shall be the first to strike a name. The arbitrator shall confine himself/herself to the precise issue(s) addressed on the grievance form and submitted for arbitration. The arbitrator shall have no authority to determine any other issue(s) not so submitted nor shall the arbitrator have any authority to add to, subtract from, or modify any provisions of this Agreement. The arbitrator's decision shall be final and binding upon the grievant, the Union, and the University. The arbitrator's decision shall be in writing and provided to the University and the Union. The total cost and expense of the arbitrator shall be borne by the non-prevailing Party. Irrespective of the arbitrator's decision, each Party shall bear its own costs and expenses of preparing and presenting their own case including all legal/attorney fees.

Except as directed by an arbitrator, the grievant(s), the grievant's union representative(s), and their witness(es) shall not be paid by the University for preparation for, travel to or from, or participation in arbitration hearings, but may use leave for such activities.

The cost (if any) of the arbitration hearing room shall be shared equally by the parties.

If the arbitration hearing is postponed or cancelled by one Party, that Party shall bear any and all costs of the postponement or cancellation. The costs of any mutually agreed to postponements or cancellations shall be shared equally by the Parties. Either Party may request the presence of a court reporter at the arbitration whose expenses shall be borne by the Party making the request unless both parties request a transcript, in which case the expenses of the reporter shall be shared equally.

ARTICLE 30
TERM OF AGREEMENT

- 30.1 This Agreement will be effective July 1, 2015 and will remain in effect through June 30, 2017. If this Agreement expires while negotiations between the Parties are underway for a successor agreement, the terms and conditions of this Agreement will remain in effect until the effective date of a successor agreement, or June 30, 2018, whichever is earlier. Thereafter, the University may unilaterally implement according to law.
- 30.2 For the negotiations of the 2017 – 2019 Collective Bargaining Agreement, the University will provide a pool of up to five hundred (500) hours of paid release time for allocation among the Union Table Team members. The allocation of said five hundred (500) hours among the Table Team members shall be determined by the Union.

APPENDIX A

Washington State University BUSINESS POLICIES AND PROCEDURES MANUAL

PERSONNEL

60.14

Revised 6-10

Human Resource Services

335-4521

NEPOTISM

POLICY

The University does not permit employees to supervise or to participate in employment decisions (including hiring/appointment decisions) affecting family members, household members, intimate partners, or state-registered domestic partners. The purpose of this policy is to minimize the potential for conflict of interest.

The University's objective is to employ qualified persons in all employment positions and to ensure merit-based supervision. This policy is not to be read to justify hiring decisions that violate the University's policy against discrimination ([EP15](#)), but rather to ensure that hiring and supervision by family members, household members, intimate partners, and state-registered domestic partners does not occur, except in the very limited circumstances described in this section (60.14).

Definitions

Family Member

Family members are defined as the employee's parent, spouse, child, grandparent, grandchild, sister, brother, stepbrother, stepsister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepchild, and stepparent.

Household Member

Household members are defined as persons who reside in the same home who have reciprocal duties to and do provide financial and/or emotional support for one another. This term includes, but is not limited to, foster children and legal wards. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune and the relationship between the prospective or actual superior/subordinate is not an intimate one.

Intimate Partner

An intimate partner is a person with whom an employee is having a current romantic and/or sexual relationship.

Faculty

No faculty member, department chair, dean, or other administrative officer may vote, make recommendations, or in any other way participate in the decision of any matter that may materially affect the appointment, tenure, promotion, salary, or any other status or interest of such person's family member, household member, intimate partner, or state-registered domestic partner.

Administrative Professional, Classified Employees, and Other Non-Faculty Employees

No administrative professional employee, classified employee, or other non-Faculty employee may supervise, vote, make recommendations, or in any other way participate in the decision of any matter that may materially affect the appointment, tenure, promotion, salary, or other status or interest of such employee's family member, household member, intimate partner, or state-registered domestic partner.

Other Employees

The provisions of this section (60.14) also apply to employees holding the following appointments: temporary and hourly, work-study, graduate student, and post-doctoral.

EXCEPTION REQUEST REGARDING SUPERVISION

An appointing authority may request approval for employment of family members, household members, intimate partners or state-registered domestic partners in superior/subordinate relationships. This approval permits an employee to be in the direct supervisory chain above or below a family member, household member, intimate partner, or state-registered domestic partner. See [60.10](#) for information regarding appointing authority.

This approval does not permit a superior to participate in decisions affecting a family member, household member, intimate partner, or state-registered domestic partner prior to offering and filling the position.

See also [EP28](#) regarding superior/subordinate relationships.

Procedure

The appointing authority prepares a request memorandum including the following:

- The type of appointment, salary, title, working relationship, and a summary of the search process used to select the candidate.
- A description of the administrative process for supervision of the subordinate.
- The name, title and contact information of a designated third party within the department who will be involved with employment impacting decisions, e.g., decisions regarding annual review, salary, and performance.

The request memorandum is to be signed by the appointing authority and the third party designated for involvement in employment decisions.

WSU Approval At Pullman And Locations Other Than Regional Campuses

For exceptions involving employees at WSU Pullman and employees at locations other than the regional campuses, the appointing authority submits the memorandum to the responsible vice president or the Provost and Executive Vice President. The appointing authority sends a copy of the memorandum to Human Resource Services (HRS).

If approved by the vice president or the Provost and Executive Vice President, the memorandum and signed approvals are routed to HRS. If not approved, the vice president or Provost and Executive Vice President provides written notification to the appointing authority and routes a copy to HRS.

Regional Campus Approval Faculty

For exceptions involving faculty at the regional campuses the appointing authority submits the memorandum to the responsible chancellor. The chancellor reviews the arrangement and if he or she approves, forwards the memorandum to the Provost and Executive Vice President for final approval. The appointing authority sends a copy of the memorandum to Pullman HRS.

If approved by the chancellor and the Provost and Executive Vice President, the memorandum and signed approvals are routed to HRS. If not approved, the chancellor or Provost and Executive Vice President provides written notification to the appointing authority and routes a copy to Pullman HRS.

Regional Campus Approval Staff

For exceptions involving staff at the regional campuses the appointing authority submits the memorandum to the responsible chancellor for final approval. The appointing authority sends a copy of the memorandum to Pullman HRS.

If approved by the chancellor, the memorandum and signed approvals are routed to HRS. If not approved, the chancellor provides written notification to the appointing authority and routes a copy to Pullman HRS.

Records Maintenance

Pullman HRS maintains the records of the exception and approval or denial. Pullman HRS maintains these records in the official personnel files for faculty, administrative professional employees, and classified employees.

RESPONSIBILITIES

Employee

An employee is responsible for disclosing any qualifying relationship (i.e., family member, household member, or intimate partner as defined in this policy or state-registered domestic partner) with anyone in his or her supervisory chain.

Any employee may report concerns regarding possible violations of this policy to HRS or the Office of Internal Audit.

Supervisor

Each supervisor is responsible for reporting violations of this policy to his or her appointing authority.

A supervisor is responsible for reporting an amorous relationship with a subordinate in conformance with the Policy on Faculty-Student and Supervisor-Subordinate Relationships, [EP28](#).

Appointing Authority

The appointing authority is responsible for taking appropriate action to address and resolve situations of actual or perceived nepotism. The appointing authority may consult with or refer the situation to Human Resource Services or the Office of Internal Audit.

ADDITIONAL INFORMATION

For additional information, contact the Provost's Office, Human Resource Services, or the Office of Internal Audit.

PURCHASING

See [70.15](#) for a discussion of conflict of interest regarding purchasing from family members. ([RCW 42.52](#))

APPENDIX B

WAC 296-128-035

Payment interval.

(1) This rule shall apply to employers and employees subject to chapter [49.46 RCW](#).

Note: Employers and employees not subject to this regulation may still be subject to the payment interval requirements of WAC [296-126-023](#) or [296-131-010](#).

(2) Definitions:

- (a) "Monthly interval" means a one-month time period between established pay days.
- (b) "Pay day" means a specific day or date established by the employer on which wages are paid for hours worked during a pay period.
- (c) "Payment interval" means the amount of time between established pay days. A payment interval may be daily, weekly, bi-weekly, semi-monthly or monthly.
- (d) "Pay period" means a defined time frame for which an employee will receive a paycheck. A pay period may be daily, weekly, bi-weekly, semi-monthly or monthly.

(3) An employer shall pay all wages owed to an employee on an established regular pay day at no longer than monthly payment intervals. If federal law provides specific payment interval requirements that are more favorable to an employee than the payment interval requirements provided under this rule, federal law shall apply.

(4) If an employer pays wages on the basis of a pay period that is less than a month, the employer shall establish a regular pay day no later than ten (10) days after the end of the pay period, unless expressly provided otherwise by law.

Example 1: Employer establishes a weekly pay period. The workweek is from Sunday January 1 through Saturday January 7. Unless a different payment interval applies by law, the employer must pay wages no later than January 17.

Example 2: Employer establishes two semi-monthly pay periods (the first pay period covers the 1st day of the month to the 15th day of the month; the second pay period covers the 16th day of the month to the last day of the month). Unless a different payment interval applies by law, the employer must pay wages no later than the 25th day of the current month for the first pay period, and no later than the 10th day of the following month for the second pay period.

(5) If an employer pays wages on the basis of a monthly pay period, the employer may establish a regular payroll system under which wages for work performed by an employee during the last seven days of the monthly pay period may be withheld and included with the wages paid on the pay day for the next pay period.

Example: Employer establishes a monthly pay period starting on the 1st day of each month with an established pay day on the last day of the month. In a thirty-one-day month, unless a different payment interval applies by law, the employer must pay wages for work performed between the 1st and 24th days of the month on the established pay day (the last day of the month). The employer may pay wages for work performed between the 25th and 31st days of the current month on the following month's pay day (which means that the employer would pay wages for work performed between the 25th and 31st days of the current month, and the 1st and 24th days of the following month, on the following month's pay day).

If pay period is:	And if pay day for regular wages is:	Then pay day for overtime wages must be no later than:
1st of the month - 15th day of the month	25th of the month	10th of the following month
16th of the month - 30th or 31st of the month	10th of the following month	25th of the following month

- (6) An employer shall pay overtime wages owed to an employee on the regular pay day for the pay period in which the overtime wages were earned. If the correct amount of overtime wages cannot be determined until after such regular pay day, the employer may establish a separate pay day for overtime wages; provided, that the payment of overtime wages may not be delayed for a period longer than that which is reasonably necessary for the employer to compute and arrange for payment of the amount due, and overtime wages must be paid by the regular pay day following the next pay period.

Example: Employer establishes two semi-monthly pay periods. The first pay period covers work performed from the 1st day of the month to the 15th day of the month with the pay day of the 25th; the second pay period covers the 16th day of the month to the last day of the month with the pay day of the 10th of the following month. An employee works overtime in each of the pay periods. Unless a different payment interval applies by law, the employer must pay the overtime wages no later than the 10th day of the following month for the overtime earned during the first pay period, and no later than the 25th day of the following month for the overtime earned during the second pay period.

If pay period is:	And if pay day for regular wages is:	Then pay day for overtime wages must be no later than:
1st of the month - 15th day of the month	25th of the month	10th of the following month

16th of the month - 30th or 31st of the month	10th of the following month	25th of the following month
---	--------------------------------	-----------------------------

- (7) Mailed paychecks shall be postmarked no later than the established pay day. If the established pay day falls on a weekend day or holiday when the business office is not open, mailed paychecks shall be postmarked no later than the next business day. Employers that pay employees by direct deposit or other electronic means shall ensure that such wage payments are made and available to employees on the established pay day.
- (8) These rules may be superseded by a collective bargaining agreement negotiated under the National Labor Relations Act, 29 U.S.C. Sec. 151 et seq., the Public Employees' Bargaining Act, RCW [41.56.010](#) et seq., or the Personnel System Reform Act, RCW [41.80.001](#) et seq., if the terms of, or recognized custom and practice under, the collective bargaining agreement prescribe specific payment interval requirements for employees covered by the collective bargaining agreement; provided, that:
- (a) All regular wages (whether paid on an hourly, salary, commission, piece rate, or other basis) shall be paid to employees covered by the collective bargaining agreement ("covered employees") at no longer than monthly intervals;
 - (b) All other wages (including overtime, bonus pay, and other categories of specialty pay in addition to regular wages) are paid in accordance with the payment interval requirements applicable to covered employees under the terms of, or recognized custom and practice under, the collective bargaining agreement; and
 - (c) The employer pays regular wages to covered employees at no less than the applicable minimum wage rate.

APPENDIX C
HEALTH CARE BENEFITS AMOUNTS

Tentative Agreement
Health Care Coalition 2015-2017
September 22, 2014
Page 1 of 2

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ARTICLE X

HEALTH CARE BENEFITS

X.1

- A. For the 2015-2017 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected health care premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board. The projected health care premium is the weighted average across all plans, across all tiers.

- B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two circumstances:
 - 1. In ways to support value-based benefits designs; and
 - 2. To comply with or manage the impacts of federal mandates.Value-based benefits designs will:
 - 1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
 - 2. Use clinical evidence and;
 - 3. Be the decision of the PEB Board.

- C. Article X.1 (B) will expire June 30, 2017.

- X.2 The PEB Program shall provide information on the Employer Sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.

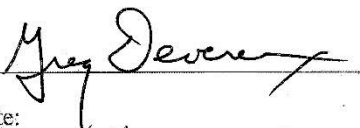
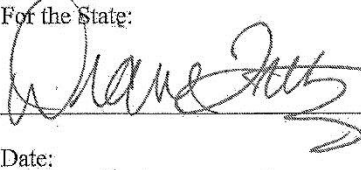
1 **X.3** The Employer will pay the entire premium costs for each bargaining unit employee for
2 basic life, basic long-term disability and dental insurance coverage.

3
4 **X.4 Wellness**

5 A. To support the statewide goal for a healthy and productive workforce, employees
6 are encouraged to participate in a Well-Being Assessment survey. Employees
7 will be granted work time and may use a state computer to complete the survey.

8
9 B. The Coalition of Unions agrees to partner with the Employer to educate their
10 members on the wellness program and encourage participation. Eligible, enrolled
11 subscribers shall have the option to earn an annual one hundred twenty-five
12 dollars (\$125) or more wellness incentive in the form of reduction in deductible or
13 deposit into the HSA upon successful completion of required Smart Health
14 Program activities. During the term of this Agreement, the Steering Committee
15 created by Executive Order 13-06 shall make recommendations to the PEBB
16 regarding changes to the wellness incentive or the elements of the Smart Health
17 Program.

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Tentatively Agreed To:	
For the Coalition of Unions:	For the State:
	
Date: <u>9/22/14</u>	Date: <u>9/22/14</u>

APPENDIX D – Bargaining Unit #1

Bargaining Unit 1 at Washington State University consists of all full-time and regular part-time classified staff employees of the Washington State University College of Agricultural, Human and Natural Resource Sciences employed in research and extension activities west of the Cascade Mountains. Excluded from the unit are confidential employees, internal auditors, employees in other bargaining units and employees historically excluded from the unit by orders of the Washington Personnel Resources Board (WPRB) or its predecessors.

EXCEPTIONS to the “west of the Cascade Mountains” definition include the Maintenance Mechanic 1, Maintenance Mechanic 2 and Automotive Mechanic positions at the Wenatchee Tree Fruit Research and Extension Center. No other job classes at the Wenatchee TFREC are included in the bargaining unit.

Classification Title	Job Class	Salary Range
Administrative Assistant 3	105G	39
Agricultural Research Technologist 1	570E	35
Agricultural Research Technologist 2	570F	40
Agricultural Research Technologist 3	570G	45
Automotive Mechanic	618M	42G
Construction and Maintenance Project Specialist	627E	51G
Custodian 1	678I	26
Custodian 2	678J	28
Equipment Operator Lead	618T	48G
Equipment Technician 3	600K	46G
Farmer 2	565J	33
Fiscal Specialist 1	151E	39
Fiscal Specialist 2	151F	43
Fiscal Technician 2	148M	32
Fiscal Technician 3	148N	35
Grant and Contract Specialist	143E	44

Graphic Designer	198F	41
Grounds & Nursery Services Specialist 3	591K	33
Information Technology Specialist 2	479J	54
Instruction & Classroom Support Technician 1	255M	39
Instruction & Classroom Support Technician 2	255N	44
Maintenance Mechanic 1	626J	42G
Maintenance Mechanic 2	626K	46G
Office Assistant 3	100J	31
Plant Technician 2	570K	37
Program Assistant	107M	32
Program Coordinator	107N	37
Program Support Supervisor 2	107Q	44
Secretary Senior	100T	33
Utility Worker 1	595K	29G

APPENDIX E – Bargaining Unit #2

Bargaining Unit 2 at Washington State University consists of all full-time and regular part-time supervisory civil service staff employees of the Washington State University engaged in service work, excluding confidential employees, internal auditors, employees in other bargaining units and employees historically excluded from the unit by orders of the Washington Personnel Resources Board or its predecessors.

Classification Title	Job Class	Salary Range
Food Service Supervisor 2	675I	39

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APPENDIX F – Bargaining Unit #12

Bargaining Unit 12 at Washington State University consists of all full-time and regular part-time classified staff in Washington State University Dining Services, excluding supervisors, confidential employees and all other employees.

Classification Title	Job Class	Salary Range
Baker 2	674M	38
Cook 1	674G	30
Cook 2	674H	34
Dietician 1	311E	46
Food Service Worker Lead	675G	29
Office Assistant 3	100J	31
Retail Clerk Lead	227H	34
Snack Bar Lead	674O	30
Stockroom Attendant 2	116F	29
Truck Driver 1	632I	34G

APPENDIX G – Bargaining Unit #13

Bargaining Unit 13 at Washington State University consists of all full-time and regular part-time nonsupervisory employees in the Construction Services, Maintenance and Utilities divisions within the Facilities Operations Department of Washington State University, excluding supervisors, confidential employees and all other employees.

Classification Title	Job Class	Salary Range
Carpenter	605E	42G
Construction Project Coordinator 1	537I	50
Construction Project Coordinator 2	537J	59
Control Technician	607F	47G
Control Technician Lead	607G	50G
Electrician	608F	46G
Electrician – High Voltage	608G	48G
Electrician Lead	608H	49G
Electrician Lead – High Voltage	608I	51G
Electronics Technician 2	4741	45G
Electronics Technician 3	592L	47G
Environmental Health & Safety Technologist	392I	42
Facilities Operations Maintenance Specialist	596M	48G
Floorlayer	611E	42G
Insulation Worker	614E	46G
Insulation Worker Lead	614F	49G
Locksmith	615E	42G
Maintenance Mechanic 1	626J	42G
Maintenance Mechanic 2	626K	46G
Maintenance Mechanic 3	626L	49G
Painter	619F	42G
Painter Lead	619H	45G
Plant Communications Coordinator	450K	48

Plumber/Pipefitter/Steamfitter	621F	46G
Plumber/Pipefitter/Steamfitter Lead	621G	49G
Program Coordinator	107N	37
Refrigeration Mechanic	622E	46G
Refrigeration Mechanic Lead	622F	49G
Roofer	623E	42G
Sheet Metal Mechanic	624F	46G

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APPENDIX H – Bargaining Unit #15

Bargaining Unit 15 at Washington State University consists of all full-time and regular part-time nonsupervisory employees in the Instrument and Electronics Shops in the Technical Services Division of the College of Sciences of the Washington State University, excluding supervisors, confidential employees and all other employees.

Classification Title	Job Class	Salary Range
Engineering Technician 3	538I	53

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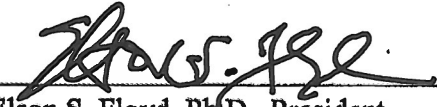
APPENDIX I – Bargaining Unit #17

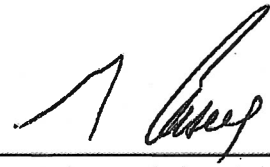
Bargaining Unit 17 at Washington State University consists of all full-time and regular part-time employees at the Washington State University Spokane Campus in the Facilities Operations Division, excluding supervisors, confidential employees and all other employees.

Classification Title	Job Class	Salary Range
Admin Assistant 2	105F	35
Campus Security Officer	685E	46
Carpenter	605E	42G
Control Technician	607F	47G
Control Technician Lead	607G	50G
Custodian 1	678I	26
Custodian 2	678J	28
Custodian 3	678K	32
Grounds & Nursery Srv Specialist 3	591K	33
Main Processing – Driver Lead	113K	36
Maintenance Mechanic 1	626J	42G
Maintenance Mechanic 2	626K	46G
Maintenance Mechanic 3	626L	49G
Program Assistant	107M	32
Program Coordinator	107N	37
Utility Worker 2	595L	33G
Window Washer	678E	31

SIGNATURES

Executed on this day of October 1, 2014 for and on behalf of:
Date

By 
Elson S. Floyd, Ph.D., President
Washington State University

By 
Gerald Casey, Labor Advocate
Washington Federation of State Employees

Agency 365 – Washington State University
2015-2017 Operating Budget Request

Renewing the Commitment to Washington
Performance Level Decision Package – M2-CC

Collective Bargaining–Washington Federation of State Employees (WFSE)-Bargaining Unit 13

Fiscal Details

	2015-16		2016-17		2015-17
	FTE	Dollars	FTE	Dollars	Biennium
General Fund State		117,000		190,000	307,000
Total	-	\$ 117,000	-	\$ 190,000	\$ 307,000

FISCAL DETAILS

By Program	2015-16		2016-17		2015-17
	FTE	Dollars	FTE	Dollars	Biennium
Instruction					-
Research					-
Public Service					-
Primary Support					
Libraries					
Student Services					
Institutional Support					
Plant Operations & Maint.		117,000		190,000	307,000
Total	-	\$ 117,000	-	\$ 190,000	\$ 307,000

By Object	2015-16		2016-17		2015-17
	FTE	Dollars	FTE	Dollars	Biennium
Salaries					
Faculty					
A/P					
TA/GA					
Classified		100,000		162,000	262,000
Benefits		17,000		28,000	45,000
Goods/Services					
Travel					-
Equipment					-
Total	-	\$ 117,000	-	\$ 190,000	\$ 307,000

**ATTACHMENT A-2
Non-Faculty Collective Bargaining Agreement Impact Template**

Please provide this information for each negotiated compensation adjustment, other than those negotiated by the OFM Labor Relations Office. This information should be provided in addition to the cost summary by fiscal year and by fund described in the special higher education budget instructions.

Agency: 365 Washington State University

Bargaining Unit Title: Washington Federation of State Employees (WFSE)
Bargaining Unit Code: 0013

Increase Amount - %	or	Increase Amount - \$ Amount	Effective Date	End Date (if Any)
3.0%		\$117,000	7/1/2015	
1.8%		\$190,000	7/1/2016	

Describe increase: First year wages: 3%. Second year wages: 1.8%. Increase amounts include both salary and benefit costs. In addition to the above information, provide additional information for certain types of increases:

Job Class Code	Job Class Title

OR

For longevity pay (increase after certain years of service), seniority pay (increase after certain years in job class), additional leave time (add rows as needed)

Job Class Code	Job Class Title	Employee ID Number	Employee Name

OR

For assignment pay, special skills pay, shift differentials, locality or geographic pay: (add rows as needed)

Job Class Code	Job Class Title	Employee ID Number	Employee Name	Expected Number of Hours per Year