

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. When a temporary employee becomes permanent as a result of working more than one thousand fifty (1050) hours, the FTE percentage of the permanent position will be based on the average hours worked, exclusive of overtime, over the duration of the Temporary/Hourly Bargaining Unit position's current twelve (12) consecutive month period.
 - 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.

H. **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 24.2.G 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 - 14.D, 14.E, 14.F & 14.H- Personnel Records

Article 22 - Reasonable Accommodation

Article 24.6 - 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 - Bargaining Units (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.