
COLLECTIVE BARGAINING AGREEMENT



WASHINGTON STATE UNIVERSITY

AND

**WASHINGTON FEDERATION OF STATE
EMPLOYEES**

EFFECTIVE

JULY 1, 2017 THROUGH JUNE 30, 2019



2017-2019

TABLE OF CONTENTS

PREAMBLE	1
DEFINITIONS	2
ARTICLE 1: SCOPE AND INTERPRETATION	3
1.1 Authority of the Contract	3
1.2 Management Rights	3
1.3 No Strike or Lockout	5
1.4 Savings Clause	5
1.5 Revenue/Appropriations	5
1.6 University Policy and Regulation	5
1.7 Collective Bargaining – Mandatory Subjects	5
1.8 Contracting.....	6
ARTICLE 2: NON-DISCRIMINATION/SEXUAL HARASSEMENT/ COERCION AND INTIMIDATION	8
2.1 Non-Discrimination and Sexual Harassment	8
2.2 Coercion and Intimidation	9
ARTICLE 3: WORKPLACE BEHAVIOR	10
ARTICLE 4: EMPLOYEE RIGHTS AND RESPONSIBILITIES	11
4.1 General Rights and Responsibilities	11
4.2 Drug and Alcohol Free Workplace	13
4.3 Health and Safety	15
4.4 Polygraph Testing	17
ARTICLE 5: UNION RIGHTS AND RESPONSIBILITIES	18
5.1 Union Recognition	18
5.2 Employee Status Reports	18
5.3 Union Security/Union Dues Deductions	18
5.4 Union Representatives	22
5.5 Union Use of University’s Facilities and Equipment	25
5.6 Time Off for Union Activities	26
ARTICLE 6: HOURS OF WORK, WORK SCHEDULES, AND OVERTIME	27
6.1 Hours of Work/Work Schedules	27
6.2 Overtime	30
6.3 Compensatory Time	32
6.4 Meal Periods and Rest Breaks	32
6.5 Travel, Meals and Expenses	34

ARTICLE 7: HIRING AND APPOINTMENTS	35
7.1 Hiring and Appointments	35
7.2 Temporary/Hourly Employees	45
ARTICLE 8: CLASSIFICATION	47
ARTICLE 9: PERFORMANCE EVALUATIONS	49
ARTICLE 10: CORRECTIVE ACTION AND DISCIPLINE	50
ARTICLE 11: LAYOFF AND RECALL	54
ARTICLE 12: SENIORITY	60
ARTICLE 13: PRESUMPTION OF RESIGNATION	61
ARTICLE 14: PERSONNEL RECORDS	62
ARTICLE 15: BENEFITS	64
15.1 Benefits	64
15.2 Voluntary Employee Retirement Benefit Accounts – VEBA	64
15.3 Employee Assistance Program	64
15.4 Childcare	65
15.5 Commute Trip Reduction, Parking, and Guaranteed Ride Home	65
ARTICLE 16: HOLIDAYS	66
16.1 Holidays	66
16.2 Personal Leave Day/Personal Holiday	67
16.3 Faith or Conscience Unpaid Holiday	68
ARTICLE 17: ANNUAL LEAVE	70
ARTICLE 18: SICK LEAVE	74
ARTICLE 19: LEAVE WITHOUT PAY	76
ARTICLE 20: SHARED LEAVE	79
ARTICLE 21: OTHER LEAVE	83
21.1 Leave for Life Giving Procedures	83
21.2 Civil Leave	83
21.3 Bereavement Leave	84
21.4 Emergency Child Care	85
21.5 Military Leave	85
21.6 Maternity Disability Leave and Parental Leave	86
21.7 Family Medical Leave	88
21.8 Leave for Domestic Violence, Sexual Assault or Stalking	88

21.9	Disability Leave	89
ARTICLE 22: REASONABLE ACCOMMODATION		90
ARTICLE 23: EMPLOYEE DEVELOPMENT		93
ARTICLE 24: COMPENSATION		95
24.1	Wage Scales	95
24.2	Salary Movement	95
24.3	Premium Pay	97
24.4	Funding	99
24.5	Relocation Compensation	99
24.6	Salary Overpayment	99
ARTICLE 25: UNIVERSITY COMMITTEES		100
ARTICLE 26: PARKING		101
ARTICLE 27: UNIVERSITY CLOSURES/INCLEMENT WEATHER		102
ARTICLE 28: UNION/MANAGEMENT MEETINGS		104
28.1	Scope of Authority	104
28.2	University Union/Management Council	104
28.3	Availability of Parties	105
ARTICLE 29: GRIEVANCE AND ARBITRATION		107
29.1	Grievance Definition	107
29.2	Employee Grievance Rights/Union Representation	107
29.3	Grievance Timeframes	108
29.4	Grievance Files	109
29.5	Electronic/Recording Devices	109
29.6	Resolution	109
29.7	Resubmission	109
29.8	Withdrawal	109
29.9	Consolidation	109
29.10	Bypass	109
29.11	Probationary Employees	110
29.12	Employee Grievance Procedures	110
ARTICLE 30: TERM OF AGREEMENT		113
APPENDIX A: BPPM 60.14 NEPOTISM		114
APPENDIX B: WAC 296-128-035 PAYMENT INTERVAL		118
APPENDIX C: HEALTH CARE BENEFITS AMOUNTS		121

APPENDIX D: BARGAINING UNIT DESCRIPTIONS	123
APPENDIX E ADDRESSING STUDENT DEBT MOU	124
APPENDIX F: ELECTRONICS TECHNICIAN 4 MOU	125
SIGNATURES.....	126

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”)

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 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 for 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.

1.8 CONTRACTING

The University will determine which agency services will be subject to competitive contracting in accordance with RCW 41.06.142, WAC 200-320, and WAC 357-43.

A. Report of New Design Projects - Facilities Services: The University will post the "Report of New Design Projects" for Facilities Services employee viewing and provide a copy to the WFSE's Executive Director. The report will continue to include the following information:

1. Project number
2. Project work name
3. Project manager
4. Funding source
5. Method of construction
6. Estimated construction and estimated total project cost
7. Detailed description of the work, and if to be bid the estimated bid timeframe and general reasons why the University is considering submitting the project to public bid.

The parties agree that posting such notice for the general viewing by WSU employees does not satisfy the notification requirements of RCW 41.06.142 (4)(a) when positions or work customarily and historically performed by classified employees would be displaced by contract.

- B. Management agrees to designate an individual(s) to be available to answer questions related to any such projects and to address any concerns or questions raised by WFSE representatives. The WFSE will designate an individual(s) as primary contact to represent questions or concerns related to projects identified in the "Report of New Design Projects".
- C. Management will continue to provide the WFSE with notification of "New Design Projects" and, pursuant to Article 1.7, will satisfy its obligation to bargain.
- D. Available project plans and specifications will be made accessible by the aforementioned management designee upon request and with reasonable advance notice by the WFSE representative.

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.

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 or Human Resource Services, or file a grievance in accordance with Article 29. The complaint or grievance is to be identified as an inappropriate workplace behavior concern and contain the specific date, time and information upon which the complaint is based. 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** Grievances related to this Article will be limited to Steps One (1) and Two (2) of 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. Where uniforms are required by the University two (2) bargaining unit members may participate in the uniform selection process. The selection process will consider a range of criteria including but not limited to, safety, durability, practicality, comfort, and cost.
- K. Prior to an employee's last day of work, the employee will return all University property (for example, tools, equipment, clothing, keys).
- L. 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.
- M. 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.
- N. 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.
- O. 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.

P. 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.

Q. Employees will have the right to request Union representation as provided for in this Agreement.

1. Employees will obtain prior approval from their supervisor, when they wish to discuss a matter with a Union representative or steward in a manner that will require more than de minimis time away from work; with supervisor approval, employees will be granted reasonable time to discuss matters with a Union representative or steward. Absent prior approval from their supervisor, employees are expected to do so during rest breaks and time off.

R. 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.

S. **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 FREE WORKPLACE

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, including medical marijuana, 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. **Drug and Alcohol Testing - 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.
- D. **Drug and Alcohol Testing - Post Accident:** Employees covered by this Agreement will be subject to post accident drug and alcohol testing if other University employees are subject to post accident testing. Prior to enacting post accident testing for employees covered by the Agreement, the University and the Union will develop a MOU, or other mutually agreed upon method, to address the process and any impacts to employees.
- E. **Testing**
 - 1. When an employee must submit to drug or alcohol testing when required by the University per 4.2.C or 4.2.D, 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.

- F. **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.
- G. 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.
- H. 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.

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; work telephone number; work county code; employment status; percent of full-time work; classification code and title; base wage; wage range; 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. The University and the Union recognize the value of staff, officers, and members understanding the Contract. The Union and the University agree to jointly develop training on the new Contract. The University and the Union will make a good faith effort to hold the training sessions no later than June 15 of the new Contract year, facilitated by both Union staff person(s) and University staff person(s). The Stewards will be provided release time to participate in a joint training session.
- D. 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.
- E. 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 F, 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.
- F. 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.
- G. 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.
- H. 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.

- I. 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.
- J. 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.
- K. 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.
- L. No official local union representative, employee, or grievant shall be compensated by the University for any union activity, including representational activities, while off-duty.
- M. 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. Work weeks and work shifts of different numbers of hours may be established for employees by the University, as long as the work schedules meet federal and state law. Employees may request schedule changes in accordance with Article 6.1.D.5.
 - 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 schedules 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). An employee's work schedule will consist of two (2) consecutive days off, absent business or customer service needs determining otherwise. 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. A permanent schedule change is defined as a change lasting over fourteen (14) days. 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. Employee schedule change request approvals or denials are subject to University business and customer service needs. Workplace efficiency and effectiveness will govern the approval or denial. The University will consider the personal preferences of the employee. The Employer may disapprove requests if there are business, customer service, performance, or attendance concerns. Previously approved work schedules may be rescinded by the University if business and customer service needs are no longer being met, or if performance or attendance concerns occur. 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.

- d Will be paid overtime in accordance with Article 6.2.B or will receive compensatory time in accordance with Article 6.3.
- 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.

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.

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, performance expectations, and other job-related information. Employees will have, or be provided with, the training for the job tasks they are expected to perform. 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. Disciplinary actions may only occur after the Pre-Disciplinary Action process is complete, as outlined in 10.1.B.1.a.
- b. 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.
- c. An Appointing Authority may suspend a permanent employee without pay 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.
- d. 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.

- e. 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.
- F. Disciplinary actions taken with respect to probationary employees, including discharge, will not be grievable.
- G. Nothing in this Article limits a supervisor's ability to informally deal with employee concerns, training, performance or behavior issues.

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 University 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. Departments, offices, and programs reporting to the Office of Research
 17. Intercollegiate Athletics
 18. WSU Extension
 19. WSU Tri-Cities
 20. WSU Vancouver
 21. WSU Spokane
 22. Student Affairs
 23. College of Communication
 24. Elson S. Floyd College of Medicine
 25. Departments, offices, and programs reporting to the Vice President for Development and Chief Executive Officer of the WSU Foundation
 26. Department, offices and programs reporting to University Relations
 27. Departments, offices, and programs reporting to the Vice President for Academic Outreach and Innovation

- 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. 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, the 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.

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 his/her official Union representative, no material will be entered into the personnel file more than one (1) year after its creation.
- D. Medical records will be kept in a separate and confidential file in accordance with state and federal law. Personnel, 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.
- 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 two (2) years if:
 - 1. Circumstances do not warrant a longer retention period. If circumstances warrant a longer retention period the University will provide written explanation to the Union and the employee, identifying the time frame of the 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 to the Appointing Authority, for disciplinary letter(s) and attachments to be removed from the personnel file. If circumstances do not warrant a longer retention period, the University will remove the documents and return them to the employee, if requested. If the request is denied the University will provide written explanation to the Union and 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.

ARTICLE 16
HOLIDAYS

16.1 HOLIDAYS

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

Holiday Schedule July 2017 – June 2019

HOLIDAY	2017-2018	2018-2019
Independence Day	July 4, 2017	July 4, 2018
Labor Day	Sept. 4, 2017	Sept. 3, 2018
Veterans Day	Nov. 10, 2017	Nov. 12, 2018
Thanksgiving Day	Nov. 23, 2017	Nov. 22, 2018
Native American Heritage Day	Nov. 24, 2017	Nov. 23, 2018
Christmas Day	Dec. 25, 2017	Dec. 25, 2018
Christmas Holiday*	Dec. 26, 2017	Dec. 24, 2018
New Year's Day	Jan. 1, 2018	Jan. 1, 2019
Martin Luther King Jr. Day	Jan. 15, 2018	Jan. 21, 2019
Memorial Day	May 28, 2018	May 27, 2019
*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 employee's 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.

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.

H. Should WAC 357-31 yield higher leave benefits, applicable to WSU civil service employees, than provided for in this, the University will follow the applicable WAC for employees covered by this Agreement.

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.
- G. Should WAC 357-31 yield higher leave benefits, applicable to WSU civil service employees, than provided for in this, the University will follow the applicable WAC for employees covered by this Agreement

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. 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.

2. Employees will not earn sick leave or annual leave for any month in which leave of absence without pay exceeds ten (10) working days
3. 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.
4. 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.
- L. 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.
- M. **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.
- N. Should WAC 357-31 yield higher leave benefits, applicable to WSU civil service employees, than provided for in this, the University will follow the applicable WAC for employees covered by this Agreement.

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. 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.

- B. 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.
- C. Employees will be allowed to retain any compensation paid to them for their service on Jury Duty.
- D. 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.

21.10 Should WAC 357-31 yield higher leave benefits, applicable to WSU civil service employees, than provided for in this, the University will follow the applicable WAC for employees covered by this Agreement.

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.
4. Employees will submit written requests for release time to supervisors ten (10) days in advance of the first date of training requested. The University will approve or deny requests in writing. If a training request is denied, the University will provide the business reason for denying the request in writing to the employee.

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.
4. For Bargaining Unit 12 members only, the University will provide ServeSafe or other departmental approved state approved "food safety training" for employees required to maintain a food handlers permit.

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 review requests for schedule changes in accordance with Article 6.1.D in support of employee's utilizing the Tuition Fee Waiver Program. If a schedule request is denied, the University will provide the business reason for denying the schedule change in writing to the employee.
3. 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.
4. 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, 2017, all salary ranges for classified employees covered by this Agreement will be increased by two (2%) percent.
- B. Effective July 1, 2018, all salary ranges for classified employees covered by this Agreement will be increased by one (1%) 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. Should the General Services Salary Schedule yield a higher overall salary schedule compensation plan for the 2017-2019 Contract term, than what is reflected in Article 24.1.A and 24.1.B, the University agrees to follow the General Services Salary Schedule.
- E. Except as otherwise set, salary ranges for each Job Classification are identified in the Office of Financial Management State HR Classified Job Listing.
- F. Should salary ranges assigned to job classifications on the Office of Financial Management Human Resources, Classified Job Listing adjust upwards, those job classifications covered by this Agreement will adjust equally.

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 M 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 M 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.
4. **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.

ARTICLE 25
UNIVERSITY COMMITTEES

25.1 UNIVERSITY COMMITTEES

The University will continue its current practices requesting nominees from the Union to serve on University committees, where deemed appropriate. If an employee or the Union identify a committee pertaining to Bargaining Unit members on which they wish to submit a nominee, they are to identify the committee to the Labor Relations Officer for consideration. In any instance where the Union has declined member participation in a committee, the Union will maintain the right to revisit participation.

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.

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.

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, 2017 and will remain in effect through June 30, 2019. 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, 2020, whichever is earlier. Thereafter, the University may unilaterally implement according to law.
- 30.2** For the negotiations of the 2019 – 2021 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 shall be determined by the Union.

APPENDIX A

NEPOTISM

Washington State University
BUSINESS POLICIES AND PROCEDURES MANUAL

PERSONNEL 60.14
Revised 6-10
Human Resource Services 3354521

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

PAYMENT INTERVAL

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

HEALTHCARE BENEFITS

Appendix X below reflects those benefits negotiated in Health Care Bargaining

Tentative Agreement
Health Care Coalition 2017-2019
September 9, 2016
Page 1 of 2

ARTICLE X

HEALTH CARE BENEFITS AMOUNTS

- 1
- 2
- 3 | X.1 A. For the ~~2015-2017~~2017-2019 biennium, the Employer will contribute an
4 amount equal to eighty-five percent (85%) of the total weighted average of
5 the projected health care premium for each bargaining unit employee
6 eligible for insurance each month, as determined by the Public Employees
7 Benefits Board (PEBB). The projected health care premium is the
8 weighted average across all plans, across all tiers.
- 9 B. The point-of-service costs of the Classic Uniform Medical Plan
10 (deductible, out-of-pocket maximums and co-insurance/co-payment) may
11 not be changed for the purpose of shifting health care costs to plan
12 participants, but may be changed from the 2014 plan under two (2)
13 circumstances:
- 14 1. In ways to support value-based benefits designs; and
15 2. To comply with or manage the impacts of federal mandates.
- 16 Value-based benefits designs will:
- 17 1. Be designed to achieve higher quality, lower aggregate health care
18 services cost (as opposed to plan costs);
- 19 2. Use clinical evidence; and
- 20 3. Be the decision of the PEBB Board.
- 21 C. Article X.1 (B) will expire June 30, ~~2017~~2019.
- 22 X.2 The PEBB Program shall provide information on the Employer Sponsored
23 Insurance Premium Payment Program on its website and in an open enrollment
24 publication annually.
- 25 X.3 The Employer will pay the entire premium costs for each bargaining unit
26 employee for basic life, basic long-term disability and dental insurance coverage.
- 27 X.4 **Wellness**
- 28 A. To support the statewide goal for a healthy and productive workforce,
29 employees are encouraged to participate in a Well-Being Assessment
30 survey. Employees will be granted work time and may use a state
31 computer to complete the survey.

- 1 B. The Coalition of Unions agrees to partner with the Employer to educate
2 their members on the wellness program and encourage participation.
3 Eligible, enrolled subscribers who register for the Smart Health Program
4 and complete the Well-Being Assessment will be eligible to receive a
5 twenty-five dollar (\$25) gift certificate. In addition, Eligible, enrolled
6 subscribers shall have the option to earn an annual one hundred twenty-
7 five dollars (\$125.00) or more wellness incentive in the form of reduction
8 in deductible or deposit into the Health Savings Account upon successful
9 completion of required Smart Health Program activities. During the term
10 of this Agreement, the Steering Committee created by Executive Order
11 13-06 shall make recommendations to the PEBB regarding changes to the
12 wellness incentive or the elements of the Smart Health Program.

13

14 For the State:

15

16 For the Coalition of Unions:

Aug Devereaux

Jason Holland WPEA/WFCU 365

Valerie Pugh ORE 20 8

MEBA PCD-No1

Vivian Oliveri PTE 17

BT 117

Henry Thompson PSMTC

PSE-f nnn

SEIU 925

Munich Stagnor DSA/SEIU 119

Scott Camery SEIU 119900

APPENDIX D

BARGAINING UNIT DESCRIPTIONS

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.

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.

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.

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.

APPENDIX E
STUDENT DEBT MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

Addressing Student Debt

1. The University agrees to establish resources to assist employees to identify their options for minimizing existing student debt burdens through the Public Service Loan Forgiveness program (PSLF).
2. The University will develop, and/or provide presentation(s), training material, or web resources on the topic of tuition and student debt assistance.
3. Employees will have the opportunity to attend University provided presentations on paid release time in accordance with Article 23.1.
4. The University, upon request, will provide employees with an employment certification and/or re-certification form for PSLF, with the employer sections completed. Employees are authorized a reasonable amount of work time to have the employment certification and/or re-certification forms completed.

APPENDIX F
ELECTRONICS TECHNICIAN 4 MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

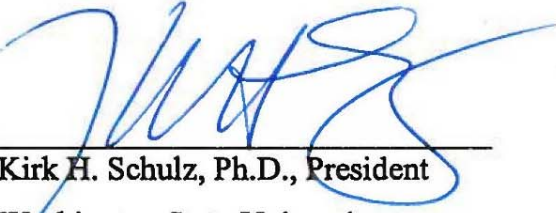
Classification Specific Salary Adjustments

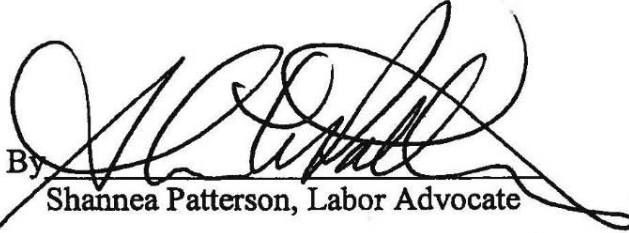
Effective July 1, 2017, the targeted job classification of Electronics Technician 4 will move from range 49G to range 50G due to state documented recruitment or retention difficulties, compression or inversion, increased duties and responsibilities or inequities.

This MOU is not precedent setting and does not reflect or constitute the position of either party regarding the application of the collective bargaining agreement language prior to July 1, 2017.

SIGNATURES

Executed on this day of October 11, 2016 for and on behalf of:

By 
Kirk H. Schulz, Ph.D., President
Washington State University

By 
Shannea Patterson, Labor Advocate
Washington Federation of State Employees