

# **COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**WASHINGTON STATE UNIVERSITY**

**AND**

**PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON**

**July 1, 2015 – June 30, 2017**

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## DEFINITIONS

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

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

BPPM – Business, Policies, and Procedures Manual

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

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

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

Union – Public School Employees of Washington SEIU 1948

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

Union Staff Representative – Employee of the Union

University – Washington State University

RCW – Revised Code of Washington

WAC – Washington Administrative Code

PSE Representative – Employee of the Union

## **PREAMBLE**

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

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

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

To promote fair and reasonable working environment;

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

To promote procedures and methods;

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

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

## ARTICLE 1 – RECOGNITION

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

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



## **ARTICLE 2 – MANAGEMENT RIGHTS**

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

2.1 The rights of the University include, but are not limited to:

- 2.1.1 Plan, direct and control all functions, operations and programs/services of the University, including its mission, strategy direction, the structure of the University's organization, service levels, staffing levels and resource requirements;
- 2.1.2 Develop, interpret, amend and enforce written policies, procedures, and rules governing the workplace;
- 2.1.3 Determine the services to be rendered, as well as, the methods, means and organization by which the University operations and services shall be undertaken and accomplished;
- 2.1.4 The University's budget and the size of the University's work force, including determining the financial basis for layoffs;
- 2.1.5 The right to take whatever actions are deemed necessary to carry out the mission of the University during emergencies;
- 2.1.6 Employee benefits;
- 2.1.7 Take actions necessary to maintain the cost effectiveness and efficiency of University operations;
- 2.1.8 Determine the amount and forms of compensation for employees;
- 2.1.9 Direct and supervise employees;
- 2.1.10 Reprimand, suspend, discharge, or otherwise discipline employees;
- 2.1.11 Assign work, determine the number of hours to work, the starting and quitting time, schedule the hours of work, alter work schedules, and authorize overtime;
- 2.1.12 Establish the duties and responsibilities of employees, including the development and alteration of job descriptions and productivity standards;
- 2.1.13 Establish and implement policies and procedures for evaluating the performance of employees;

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

## ARTICLE 3 – UNION MEMBERSHIP AND CHECKOFF

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

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

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

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

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

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

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

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

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

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

## ARTICLE 4 – RIGHTS OF THE UNION

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

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

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

## ARTICLE 5 – UNION EMPLOYEE REPRESENTATIVES

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

## ARTICLE 6 – RIGHTS OF THE EMPLOYEE

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



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

## ARTICLE 7 – REASONABLE ACCOMODATION

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

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

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

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

## **ARTICLE 8 – NONDISCRIMINATION AND AFFIRMATIVE ACTION**

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

## **ARTICLE 9 – COMMITTEE MEMBERSHIP**

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

## ARTICLE 10 – LABOR/MANAGEMENT COMMITTEE

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

## ARTICLE 11 – HOURS OF WORK

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

## **ARTICLE 12 – MEAL AND REST BREAKS**

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



## ARTICLE 13 – OVERTIME AND CALLBACK

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 14 – EMERGENCY CLOSURE/ SUSPENDED OPERATIONS**

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

## ARTICLE 15 – HOLIDAYS

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

Holiday Schedule July 2015 – June 2017

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

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

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

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

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

15.5 Holiday Observance.

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

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

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

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

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

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

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

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

- 15.7 Faith or Conscience Unpaid Holiday.

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

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

## ARTICLE 16 – ANNUAL LEAVE

- 16.1 Recording Annual Leave Time and Accrual. The University will include the annual leave accrual rate on the employee's monthly timesheet.
- 16.2 Annual Leave Accrual Rates. The annual leave accruals to which a full time employee shall be entitled shall be computed in accordance with the following rules and based on total years of state employment:

### 16.2.1

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

- 16.2.2 Computation of Annual Leave. Annual leave hours shall be earned at the end of the month. Employees will not earn annual leave for any month in which leave without pay exceeds ten (10) working days except for those employees on approved Military leave, Worker's Compensation, or during periods of scheduled cyclic leave without pay. Part-time employees shall accrue annual leave at the same rate, in the proportion that their normal work-week bears to a forty (40) hour work-week.
- 16.2.3 Continuous Service. For years one through four, the accrual rate is based upon continuous state employment. For years five and after, the accrual rate is based upon total state employment.
- 16.3 Use and Scheduling of Annual Leave. Employees may not take annual leave until they have successfully completed six (6) months of continuous state service. Employees may not take annual leave before it is earned.
- 16.3.1 Scheduling of Annual Leave. Requests for annual leave must be submitted by the employee in advance of the effective date. The employee must obtain the supervisor's approval before using annual leave except where otherwise specified in this Agreement.

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



## ARTICLE 17 – SICK LEAVE

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

17.2 Uses of Accrued Sick Leave.

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

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

compensatory time. Such use of sick leave is limited to three (3) days in a calendar year;

- ii. Elder care emergencies such as the unexpected absence of a regular care provider or unexpected closure of an assisted living facility, provided the employee has used all accrued compensatory time such use of sick leave is limited to three (3) days in a calendar year;

- (h) Bereavement leave;
- (i) When on approved Family Medical Leave, for the continuation of employee benefits i.e. medical insurance by allowing the use of eight (8) hours of sick leave per month during periods of leave without pay;
- (j) For an employee whose spouse is a member of the military who has been notified of an impending call or order to active duty or who has been deployed;
- (k) To care for a spouse, son, daughter, parent, or next of kin who is suffering from a serious illness or injury arising from injuries incurred in the line of duty in the armed forces of the United States;
- (l) To recover from and cope with the effects of domestic violence, sexual assault, or stalking;
- (m) Parental leave

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

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

17.4.1 Should an employee suffer from medical condition which causes them to miss work on a full-time, part-time, or intermittent basis, they may apply for medical

leave in accordance with this Agreement and University policies. Such time shall not be considered as under this Article section.

17.4.2 Employees who are required to provide written verification for sick leave on an ongoing basis will be notified in writing of that fact, the reason for it, and the end date for the period of required verification. Absent an ongoing concern with suspected sick leave abuse, employees will not be required to verify sick leave for more than four (4) consecutive months. The supervisor may extend the verification for an additional four (4) consecutive months at the supervisor's discretion if attendance had not improved.

17.5 Sick Leave Cash Out Upon Retirement or Death. The University will provide a post-retirement medical expense plan (VEBA) that provides for reimbursement of medical expenses to eligible individuals. Instead of cash-out of sick leave on a one (1) hour for four (4) hour basis at retirement, the University shall deposit equivalent funds in the medical expense plan. The VEBA plan will remain in effect unless ten percent (10%) of eligible employees request (in writing) not later than October 1 of any year, that the University conduct a vote to consider discontinuing VEBA.

17.6 Coordination of Benefits. An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave during a period in which they receive time-loss compensation will receive full sick leave pay in addition to any time-loss payments. Employees who take annual leave during a period in which they receive time-loss compensation will receive full annual leave pay in addition to any time-loss payments. Leave for a work-related injury, covered by Workers' Compensation will run concurrently with the FML.

## ARTICLE 18 – SHARED LEAVE

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

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

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

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

## ARTICLE 19 – FAMILY MEDICAL LEAVE

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

## ARTICLE 20 – LEAVE OF ABSENCE WITHOUT PAY

- 20.1 Purposes. In addition to the circumstances specified elsewhere in this Agreement, the University, at its discretion, may approve a leave of absence without pay for the reasons specified below:
- (a) Maternity Disability Leave
  - (b) Parental Leave
  - (c) Disability Leave
  - (d) Reasonable Accommodation
  - (e) Family Medical Leave (FML)
  - (f) Compensable work-related injury or illness leave
  - (g) Military leave
  - (h) Cyclic employment
  - (i) Childcare emergencies
  - (j) Governmental service leave
  - (k) Educational leave
- 20.2 Conditions Applicable to Leaves of Absence without Pay. Employees must submit any request for a leave of absence without pay in writing at least fourteen (14) days in advance of the leave, unless precluded by emergency conditions or otherwise provided for in this Agreement. The request will include the beginning and ending date and the purpose of the leave. The University will provide the employee a written approval or denial. If denied, the reason (s) will be included. Except as required by law, a request for a leave of absence without pay in excess of two (2) days' duration must meet the following conditions, however unpaid absences of two (2) days or less may be authorized by an employee's immediate supervisor if such absences are congruent with the operational needs of the University:
- 20.2.1 The employee must have successfully completed twelve (12) months of service.
  - 20.2.2 The employee must have a bona fide intention of returning to work following the leave.
  - 20.2.3 Except for leave of absence for government service in the public interest, leave of absence may not exceed twelve (12) months without approval of the area's Appointing Authority.
  - 20.2.4 Employees will not earn sick leave or annual leave for any month in which leave of absence without pay exceeds ten (10) working days.
- 20.3 Use of Paid Leave. The employee on an approved leave of absence without pay, except for FML, must exhaust all available paid leave, including compensatory time, sick leave (if available for the purpose of the employee's leave), annual leave, and personal holiday time before taking unpaid leave; provided that an Employee on FML may use paid leave at the rate of eight (8) hours minimum per month to keep benefits in effect.

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



## ARTICLE 21 – MILITARY LEAVE

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

## ARTICLE 22 – OTHER LEAVE

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

## ARTICLE 23 – VACANCIES AND POSITION ALLOCATIONS

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

- 23.7 Reassignment. Pertains to a University directed move of a permanent employee from one classified position to another within the same class in the same department.
- 23.8 Position Changes. When Human Resources becomes aware of one of the following actions, the Union will be notified in accordance with Article 3:
- 23.8.1 Reallocation of an occupied bargaining unit position to a lower classification; or
  - 23.8.2 Removal of an occupied position from the bargaining unit.

## ARTICLE 24 – TYPES OF APPOINTMENTS

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

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

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

- 24.6 Temporary Upgrades. The University may assign to an employee duties from a higher job classification for a period not to exceed six (6) months. For the duration of such a temporary assignment, the employee shall receive additional compensation equal to the pay range of the higher classification.
- 24.7 Reallocation. For the duration of the 2015-2017 Agreement, the University agrees not to initiate a position review which results in a reallocation of bargaining Unit 16 employees working in classified positions covered by this agreement on April 11, 2011 to a classification with a lower salary range maximum.

## ARTICLE 25 – PROBATION AND TRIAL SERVICE

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

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

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

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

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

### 25.2 Trial Service Period

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

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

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

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

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

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

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



## ARTICLE 26 – SENIORITY

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

## ARTICLE 27 – LAYOFF

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

have held permanent status, and all lower classifications in the occupational category/class series that are within the bargaining unit.

- 27.9 An employee shall have his or her name removed from the internal layoff list for any of the following: accepting an offered position, refusing to accept an offered position as identified above, failing to respond within seven (7) days to an offer sent to the last known address of the employee; or two (2) years following the effective date that the employee was laid off.
- 27.10 Reinstatement of Benefits Following Layoff. If an employee accepts appointment into a position from the layoff list, the Employee will be placed at the salary equal to the employee's base salary at time of layoff, not to exceed the salary range maximum. An employee appointed from a layoff list shall be credited with the sick leave balance accrued at time of layoff. An employee appointed from a layoff list shall be reinstated with the seniority and unbroken service the employee had at time of layoff.

## **ARTICLE 28 – RESIGNATION AND PRESUMPTION OF RESIGNATION**

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

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

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

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

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

## **ARTICLE 29 – PERFORMANCE EVALUATIONS**

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

## ARTICLE 30 – PERSONNEL FILES

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

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

## ARTICLE 31 – CORRECTIVE AND DISCIPLINARY ACTION

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



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

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

## ARTICLE 32 – GRIEVANCE PROCEDURE

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

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

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

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

## **ARTICLE 33 – JOB CONTRACTING**

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

## **ARTICLE 34 – TRAINING/DEVELOPMENT AND EDUCATIONAL BENEFITS**

### **34.1 Employee Training/Development Program.**

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

## **ARTICLE 35 – LEGAL DEFENSE**

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



## **ARTICLE 36 – LICENSURE AND CERTIFICATION**

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

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

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

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

## **ARTICLE 37 – AUTHORIZED PER DIEM AND MILEAGE**

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

## **ARTICLE 38 – PARKING AND TRANSPORTATION**

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

## **ARTICLE 39 – EMPLOYEE ASSISTANCE PROGRAM**

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

## **ARTICLE 40 – UNIFORMS AND EQUIPMENT**

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

## ARTICLE 41 – SAFETY STANDARDS

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

- 41.11 Wellness Activities. Subject to operational requirements, supervisors may adjust employee work schedules to facilitate non-work time participation in approved University wellness programs.
- 41.12 Safety Committees. Employees will participate in the University-wide safety committee structure. An official Union Representative will serve on the Presidential Health and Safety Committee. An Employee will participate in department and other appropriate unit level safety committees. Employees will elect their own representative. The Union will notify the University of the selected official Union Representative. Attendance at safety committee meetings will be considered time worked.
- 41.13 Departmental Safety Meetings. Departmental safety meetings will be at minimum scheduled on a quarterly basis, in order that employees may be updated on evolving safety issues, including, but not limited to, changes in laboratory procedure and hazardous material utilization in or about the workspace to which employees are assigned.
- 41.14 Emergency Procedures. The University will provide safety procedures information to employees. Information will include emergency personnel and other non- emergency contact information.
- 41.15 Workload Audits

41.15.1 Following the execution of this Agreement, the parties will conduct a workload audit utilizing the following procedures.

- (a) WSU Tri-Cities Custodial staff will be provided a training overview by the Director of Custodial Services or designee of the functions and processes including relevant data points involved in creating Work Assignment shift detail documents in the Cleaning Management Software program.
- (b) Employees and management will jointly review their assignments.
- (c) Employees will document their concerns or questions about the accuracy of the audit, and provide that information/input to their supervisor who will:
  - (i) Review and, if necessary, update software data points and/or;
  - (ii) Job shadow to ensure data input for tasks assigned are appropriate, and/or;
  - (iii) Review time frame or sequences in which tasks are performed;
- (d) If adjustments are deemed necessary by the University, the supervisor will review and discuss any changes to the assigned

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

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



## **ARTICLE 42 – BENEFITS**

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

## **ARTICLE 43 – VEBA**

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

## **ARTICLE 44 – COMPENSATION**

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

- 44.9 Promotion. Employees who are promoted to a higher classification shall be paid at the salary step which represents at least a two (2) step increase over the salary received immediately prior to the promotion, up to Step M. The Chief Human Resources Officer may authorize more than a two (2) step increase. All promotional increases must be within the salary range for the class.
- 44.10 Reallocation
- 44.10.1 Reallocation to a classification with a higher salary range maximum will result in a minimum increase of two steps unless the first step of new range is more than two steps above employee's current salary, in which case employee is placed at first step of the new range. The increase will not exceed Step M. The Appointing Authority may request, to Human Resource Services, the employee's salary be established at a higher step based on the individuals qualifications and experience.
  - 44.10.2 Reallocation to a classification with an equal salary range maximum will result in the employee retaining his/her previous base salary.
  - 44.10.3 Reallocation to a classification with a lower salary range maximum will result in the employee being placed at the step in the new range that is equivalent to the current salary, unless it exceeds the salary maximum, in which case the employee receives the top step of the new range. If the employee chooses to remain in the position with the lower salary range maximum the employee retains the existing appointment status. Upon request by the employee, the employee will be placed on the University's layoff list for the classification occupied prior to the reallocation and may elect to undergo the layoff process.
- 44.11. Recruitment and Retention. An Appointing Authority may request to the Chief Human Resource Officer to adjust an employee's base salary up to Step L within the salary range to address issues that are related to recruitment, retention or other business related reasons, such as equity, alignment, or competitive market conditions.
- 44.12. Post Layoff Salary. If the employee accepts a position at a lower salary range maximum he or she will be paid an amount equal to his/her current salary, provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee's base salary will be set at Step M of the new salary range.
- 44.13 Shift Differential. Employees assigned to a shift in which a majority of time worked falls between 6:00 p.m. and 6:00 a.m. shall be paid an additional sixty-five cents (\$0.65) per hour for the entire shift. An employee assigned to a shift that qualifies for shift differential pay shall receive the same shift differential for authorized periods of paid leave, or when assigned to a different shift for less than a full work week.
- 44.14 Salary Overpayment. In the event an employee receives a salary overpayment, the process outlined in RCW 49.48.200 and RCW 49.48.210 (10) will be used to administer the recovery of wages or any associated challenge.

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

## **ARTICLE 45 – TERM AND SEVERABILITY**

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

## **ARTICLE 46 – ENTIRE AGREEMENT OR AUTHORITY OF AGREEMENT**

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

## **APPENDIX A - BARGAINING UNIT #16**

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

<b>Classification Title</b>	<b>Job Class</b>	<b>Salary Range</b>
Custodian 1	678I	26
Maintenance Custodian	678H	30



## APPENDIX B- HEALTH BENEFITS

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

### ARTICLE X HEALTH CARE BENEFITS

#### X.1

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

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

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

Value-based benefits designs will:

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

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

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

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


**X.4 Wellness**

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

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

Tentatively Agreed To:

For the Coalition of Unions:



Date:

9/22/14

For the State:




Date:

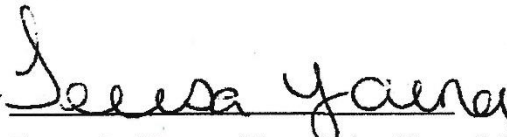
9/22/14

**SIGNATURES**

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

Date

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

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