



**WESTERN WASHINGTON UNIVERSITY
BOARD OF TRUSTEES
SPECIAL MEETING AGENDA
SEPTEMBER 29, 2022**

THURSDAY SEPTEMBER 29, 2022

Location: Old Main 340 and Zoom
Audiocast: <https://wp.wvu.edu/live/>
Time: 9:00 a.m.

- 1. CALL TO ORDER**
9:00-9:01
- 2. EXECUTIVE SESSION**
9:01-9:30

ACTION ITEM

- 3. CONSIDERATION OF COLLECTIVE BARGAINING AGREEMENTS**
 - a. CONSIDERATION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN WESTERN WASHINGTON UNIVERSITY AND PUBLIC SCHOOL EMPLOYEES (PSE) OF WASHINGTON**
9:30-9:35

Joyce Lopes, Vice President for Business and Financial Affairs
Geno Defa, Interim Associate Vice President of Human Resources
Rodney B. Younker, Labor Relations Attorney, Partner and CEO, Summit Law
 - b. CONSIDERATION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN WESTERN WASHINGTON UNIVERSITY AND WASHINGTON FEDERATION OF SCHOOL EMPLOYEES (WFSE)**
9:35-9:40

Joyce Lopes, Vice President for Business and Financial Affairs
Geno Defa, Interim Associate Vice President of Human Resources
Rodney B. Younker, Labor Relations Attorney, Partner and CEO, Summit Law
 - c. CONSIDERATION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN WESTERN WASHINGTON UNIVERSITY AND WASHINGTON STATE FRATERNAL ORDER OF POLICE MATT HERZOG MEMORIAL LODGE #24 LAW ENFORCEMENT UNITS**
9:40-9:45

Joyce Lopes, Vice President for Business and Financial Affairs
Geno Defa, Interim Associate Vice President of Human Resources
Rodney B. Younker, Labor Relations Attorney, Partner and CEO, Summit Law

INFORMATION

4. WWU PENINSULAS DECISION PACKAGE UPDATE
9:45-9:50

Becca Kenna-Schenk, Executive Director of Government Relations

5. ADJOURNMENT

1. CALL TO ORDER

2. EXECUTIVE SESSION

Executive Session may be held to discuss personnel, real estate, and legal issues as authorized in RCW 42.30.110.

WESTERN WASHINGTON UNIVERSITY ITEM SUBMITTED TO THE BOARD OF TRUSTEES

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa by Vice President Joyce Lopes,
Business and Financial Affairs

DATE: September 19, 2022

SUBJECT: **Collective Bargaining Update with Public School Employees (PSE) of Washington, Washington Federation of School Employees (WFSE), and Washington State Fraternal Order of Police Matt Herzog Memorial Lodge #24 Law Enforcement Units**

PURPOSE: Information Item

Purpose of Submittal:

A presentation will be provided of the Collective Bargaining Agreements reached for the following:

- Public School Employees (PSE) of Washington
- Washington Federation of School Employees (WFSE)
- Washington State Fraternal Order of Police Matt Herzog Memorial Lodge #24 Law Enforcement Units (FOP)

Presenters are:

- Joyce Lopes, Vice President, Business and Financial Affairs
- Geno Defa, Interim Associate Vice President for Human Resources, Business and Financial Affairs
- Rodney B. Younker, Labor Relations Attorney, Partner and CEO, Summit Law

2023-2025 Biennium Staff Bargaining

Fiscal Impact Summary

Prepared for the Board of Trustees of Western Washington University

September 26, 2022

Table 1. Total cost of implementing all staff CBAs (Fraternal Order of Police, Public School Employees, Washington Federation of State Employees) across all funding sources; and impact to WWU State Operating budget under potential state funding scenarios.

Salaries + Benefit Impacts by Funding Source		
	FY2024 incremental	FY2025 incremental
State funded operations (state + tuition) total	\$2,575,232	\$1,206,748
Other (self-sustaining and auxiliary operations)	\$1,517,966	\$661,078
Total	\$4,093,198	\$1,867,826

	FY2024 incremental	FY2025 incremental
WWU share of state impact*		
At 49% state funding	\$1,974,028	\$722,369
At 63% state funding	\$1,802,255	\$583,975
At 73% state funding	\$1,679,560	\$485,122

*Assuming state split applies to amounts negotiated by state and that locally authorized amounts are fully WWU

Table 2, on the following page, summarizes the total cost of each CBA by item and fiscal year. The costs shown are the total across all funding sources (state appropriations, tuition/internal state funding, self-sustaining and auxiliary funds).

Incremental Biennial Cost of FOP, PSE & WFSE Agreements

Total Cost Across All Funding Sources

FOP	FY2024	FY2025	Total
5% General Wage Increase, July 2023	\$60,905		\$60,905
One-time \$1,000 Payment Dec 2023	\$23,463		\$23,463
5% General Wage Increase, July 2024		\$63,950	\$63,950
5% Assignment Pay Increase	de minimis	de minimis	de minimis
FY Total	\$84,368	\$63,950	
Biennial Total			\$148,318
PSE	FY2024	FY2025	Total
2% Regional Pay Adjustment	\$633,831		\$633,831
4% General Wage Increase, July 2023	\$1,267,662		\$1,267,662
3% General Wage Increase, July 2024		\$1,007,791	\$1,007,791
Increase minimum wage to \$18/hour	\$10,947		\$10,947
Acceleration of Step L to Step M	\$271,800		\$271,800
Acceleration of Vacation Accrual	de minimis	de minimis	de minimis
CEGP at Step M- up to two additional steps for merit	\$25,462	\$25,462	\$50,924
Savings- Eliminating Inclement Weather Grace Period	variable	variable	variable
University-provided Bus Passes (\$20.65/employee)	\$7,888		\$7,888
FY Total	\$2,217,590	\$1,033,253	
Biennial Total			\$3,250,843
WFSE	FY2024	FY2025	Total
2% Regional Pay Adjustment	\$474,772		\$474,772
4% General Wage Increase, July 2023	\$949,544		\$949,544
3% General Wage Increase, July 2024		\$754,888	\$754,888
Increase minimum wage to \$18/hour	\$37,598		\$37,598
Custodian Salary Range Adjustment	\$122,340		\$122,340
Acceleration of Step L to Step M	\$199,139		\$199,139
Acceleration of Vacation Accrual	de minimis	de minimis	de minimis
Savings- Eliminating Inclement Weather Grace Period	variable	variable	variable
University-provided Bus Passes (\$20.65/employee)	\$7,847		\$7,847
FY Total	\$1,791,240	\$754,888	
Biennial Total			\$2,546,128
Grand Totals (One-time and Recurring)	\$4,093,198	\$1,852,091	\$5,945,289

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa by Vice President Joyce Lopes, Business and Financial Affairs

DATE: September 29, 2022

SUBJECT: **Approval of Collective Bargaining Agreement between Western Washington University and Public School Employees (PSE) of Washington for 2023-2025**

PURPOSE: Action Item

Purpose of Submittal:

Approval of the Collective Bargaining Agreement between Western Washington University and the Public School Employees (PSE) of Washington for July 1, 2023 through June 30, 2025.

Proposed Motion:

MOVED that the Board of Trustees of Western Washington University, upon the recommendation of the President, approve the Collective Bargaining Agreement between Western Washington University and the Public School Employees (PSE) of Washington for July 1, 2023 through June 30, 2025.

Supporting Information:

A Collective Bargaining Agreement was reached with the WWU collective bargaining team and the Public School Employees (PSE) of Washington on September 13, 2022. The Agreement was ratified by the membership on September 22, 2022.



~~2021-2023~~

2023-2025

Collective Bargaining Agreement By and Between

Western Washington University

And

Public School Employees

Effective

July 1, ~~2021-2023~~ Through June 30, ~~2023~~2025

Public School Employees of Washington / SEIU Local 1948

P. O. Box 798

Auburn, Washington 98071-0798

1-866-820-5652

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Preamble

This Agreement is made and entered into by Western Washington University, referred to as the “Employer” or the “University,” and Public School Employees of Washington, referred to as “PSE” or the “Union.”

The purpose of this Agreement is to set forth certain terms and conditions of employment and to promote orderly and peaceful labor relations between the parties.

The parties agree that it has been and will be their mutual aim to promote: systematic and effective employee-management cooperation; fair and reasonable working conditions; efficiency and productivity in the performance of the work and the accomplishment of Employer’s mission, goals and strategic plans (by providing competitive compensation, professional development, and improving the working conditions for staff at all locations); effective methods for the prompt adjustment of differences, misunderstandings and disputes; dignified and fair treatment of employees in the implementation of University policies and procedures; and a caring and supportive environment for all members of the campus community.

All the employees covered by this agreement are an integral part of the University administration.

The Preamble will not be subject to the grievance process.

Article 1 Union Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative for the employees described in Appendix A.

The Agreement covers the employees in the bargaining units described in Appendix A, entitled “Bargaining Units Represented by the Public Schools Employees at Western Washington University,” but does not cover any positions excluded by statute any positions excluded in Appendix A. The titles of the jobs listed in Appendix A are listed for descriptive purposes only.

If the Public Employment Relations Commission certifies the Union as the exclusive bargaining representative during the term of this Agreement for an RCW 41.80 bargaining unit at Western Washington University, the terms of this agreement will apply.

The Employer agrees not to enter into any agreement or contract with the employee, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Article 2
Union Membership And Dues Deduction

2.1 Membership Reports

- A. Each month the Employer shall provide PSE with electronic access to or a report in an electronic format of the following data, for employees in the bargaining unit:
1. unique employee ID number (W#)
 2. name (parsed)
 3. home mailing address
 4. appointment length
 5. classification code and title
 6. position number
 7. salary range
 8. salary step
 9. gross salary
 10. appointment percent
 11. seniority date
 12. longevity date (adjusted service date)
 13. dues rate
 14. deduction code type
 15. work unit (department)
 16. work phone number
 17. assigned building and room number
 18. mail stop ~~and~~
 19. Western e-mail address
 20. employee pay status

PSE will maintain the confidentiality of all employees' mailing addresses and other information.

2.2 Membership Movement Reports

When an employee enters, moves laterally to a different classification, promotes within, or leaves the bargaining unit, notice will be provided to PSE upon finalization. Upon request, a copy of the Position Questionnaire/Position Review form will be provided.

2.3 Union Membership

All employees covered by this Agreement may become members of PSE and pay membership dues by providing authorization to the Union, which will provide it to the Employer. Upon the Employer's receipt of the employee's authorization, the Employer shall deduct PSE dues from the pay of the employee, and shall transmit all such funds deducted to the Treasurer of Public School Employees of Washington on a semi-monthly basis. The Employer 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.

A. Local Dues

The Employer shall deduct PSE local chapter dues separately and remit all such funds to the local PSE chapter treasurer on a semi-monthly basis.

B. COPE

Upon receipt of written authorization conforming to legal requirements, the Employer will deduct from the pay of bargaining unit employees the amount of contribution each employee voluntarily chooses for deduction for COPE and shall transmit contributions to the Union. The employee may revoke the request at any time. At least annually, the employee shall be notified by PSE about the right to revoke the request.

2.4 Dues Cancellation

An employee may cancel their payroll deduction of dues by providing written notice to the Union in ~~accord~~ accordance with the terms of the authorization. The Employer will end dues deduction no later than the second payroll after receipt of the notice from the Union that the employee has revoked authorization.

2.5 Employer Indemnification

PSE will indemnify, defend and hold the Employer harmless against any claims based on the Employer's compliance with this Article and any issues related to the deduction of dues and fees.

2.6 Membership Financial Reports

Each payroll period the Employer will provide PSE with electronic access to or a report in an electronic format of the following data, pertaining to employees in their bargaining units. This report shall include individual's pay status, gross pay, hours worked, union dues pay status

(agency fee, religious objector) any dues and fees deducted. PSE will maintain the confidentiality of any provided information.

2.7 Removal from the Bargaining Unit

The Employer will provide to PSE, on a monthly basis, the names and addresses of all employees who are promoted/transferred out of the bargaining unit; who are on leave without pay; who are seasonal or cyclic; who have resigned, terminated, retired, etc. This information will be provided to PSE via an electronic format mutually agreed to by the parties.

Article 3 Rights of the Union

3.1 Collective Bargaining

PSE has the right and responsibility to represent the interests of all employees, to present its views to the Employer 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. The Employer shall notify PSE of any proposed policy change that affects wages, hours or other terms and conditions of employment. The parties recognize that policies and procedures encompassing mandatory subjects of bargaining may come to their attention outside the scope of this paragraph. Agreement to this paragraph does not constitute a waiver of any lawful right to negotiate over any such mandatory subject.

3.2 Disciplinary Notification

PSE shall promptly be notified by the Employer of disciplinary actions against any employee. PSE is entitled to have an observer at hearings conducted by the Employer and to make known PSE's views concerning the case.

3.3 Employer Facilities and Equipment Use

PSE may use Employer facilities, on a space available basis, for the purpose of holding union meetings and conducting union business subject to University policies and procedures and payment of published rental charges, if any.

3.4 Bulletin Boards

The Parties agree to continue to meet concerning the development and implementation of electronic bulletin boards linked to the Western Labor Relations web site. A working committee will be formed with representatives from both the Employer and PSE to identify a proposal(s) for electronic bulletin boards due no later than September 30, 2013. If the parties cannot reach mutual agreement on electronic bulletin boards the Employer will provide physical bulletin boards or space to PSE for Union Communication. The parties will bargain over the number and location of the physical bulletin boards or space. Materials posted either electronically or physically will be appropriate to the workplace, politically non-partisan, in compliance with state

ethics laws and officially identified as PSE literature. PSE communications may not be posted in any other location on the campus.

3.5 Intra-Employer Communication Services

The president of PSE's local chapter and PSE's employee representatives will be permitted to use the Employer's communications systems, including Campus Mail Services and email, consistent with the provisions of Washington State law to communicate as needed with all bargaining unit employees about matters concerning the administration of the Agreement or collective bargaining in accordance with the established policies and procedures of the University. The Employer further grants to PSE the use of campus duplicating services, including self-operated machines, at the rate charged to other campus users.

3.6 Supplies and Equipment

PSE 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 for representational activities if there is no cost to the Employer, the call is brief in duration and it does not disrupt or distract from the Employer's business.

3.7 University Access

Representatives of PSE, upon making their presence known to the Employer, shall have access to the Employer's premises during business hours; provided that conferences or meetings between employees and PSE representatives will not interfere with the Employer's operations.

3.8 Attendance of Meetings

With prior supervisor approval, which will not be unreasonably withheld, employees will be allowed to flex their work schedule to attend PSE local meetings that occur during the employees' normal work time; provided that local meetings generally will be conducted between 12:00 p.m. to 1:00 p.m. or after 5:00 p.m.

3.9 Informational Packet

The Employer agrees to provide each employee entering the bargaining unit(s) with an informational packet provided by PSE which describes its representation programs and includes a membership application. PSE shall be allowed no less than thirty (30) minutes to meet with new employees on matters concerning the rights of employees and the role of PSE as the exclusive bargaining representative.

3.10 Third-Party Requests

The Employer agrees to provide notice to PSE of all records requests by third parties made pursuant to RCW 42.56 that request disclosure of the personal information of any group or classification of represented employees covered by this bargaining agreement. For the purposes of this section, personal information includes the employees' full names, contact information,

payroll deductions and/or biographical data. Such notice will be provided no later than three (3) business days prior to any planned disclosure of the bargaining unit's personal information.

Article 4 PSE Employee Representatives

4.1 Representative Designation

The Employer recognizes PSE's right to designate bargaining unit members, who shall be known as PSE representatives, to assist bargaining unit members in contract administration matters, including the processing and investigation of grievances. Under special circumstances, with written notification, the President of PSE's local chapter may appoint a designee representative.

PSE will provide the ~~Director~~ Associate Vice President ("AVP") of Human Resources (or designee) with a written list of the current PSE representatives within thirty (30) days of appointment.

4.2 Representative Release Time

After prior coordination with their supervisors, PSE representatives will be released during their normal working hours for the following representational activities on the Employer's property:

Management scheduled investigatory interviews and pre-disciplinary meetings in accordance with Article 36;

1. Management scheduled new employee orientation in accordance with Article 3.9;
2. Labor/Management Committees meetings in accordance with Article 10.3;
3. Informal grievance resolution meetings, grievance meetings, mediation sessions, alternative dispute resolution meetings, and arbitration hearings in accordance with Article 37; and
4. Assisting or consulting with bargaining unit members or Employer officials in legitimate matters of contract administration.

PSE members shall incur no loss of pay while engaging in any of the above activities.

4.3 Unreasonable Use of Time

In the event the Employer determines that the amount of work time used by any PSE representative on grievances or other authorized union activities is unreasonable, or is preventing the employee from completing their assigned duties, the parties will meet to discuss a resolution for the excess use of time before any disciplinary action is taken.

4.4 Time Off for Union Activities

PSE-designated employees may be allowed time off without pay, or paid work time funded by PSE reimbursement to the University, to attend union-sponsored meetings, training sessions, conferences, and conventions. The employee's time off will not interfere with the operating needs of the institution as determined by management. If the absence is approved, the employees may use accumulated compensatory time or vacation leave instead of leave without pay.

Article 5 Non-Discrimination And Equal Opportunity

5.1 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 and Employer policies regarding nondiscrimination and equal opportunity in the workplace. Both parties agree that nothing in this agreement will prevent the implementation of an approved affirmative action plan.

5.2 Non-Discrimination

The Employer is committed to ensuring a respectful work environment free of discrimination and/or harassment based on legally protected characteristics, including sexual harassment. Under this Agreement, neither party will discriminate against or harass employees on the basis of: race, color, creed, religion, national origin, sex, gender identity and expression, sexual orientation, disability, age, veteran status, marital status, or genetic information. In addition, neither the Employer nor PSE shall discriminate against any employee on the basis of union membership and/or participation (or lack thereof).

5.3 Processes Available to Employees

Employees who feel they have been the subject of protected-category discrimination and/or harassment, including sexual harassment, are encouraged to address these issues and seek resolution. Employees are encouraged to inform their supervisors of their situation, if they feel comfortable doing so, and seek assistance from the ~~Equal Opportunity (EO)-Civil Rights and Title IX Compliance~~ Office (~~"CRTC"~~), which provides both informal and formal resolution processes. In those cases where an employee files both a union/HR grievance and an internal ~~Equal Opportunity Office-CRTC~~ discrimination complaint regarding the alleged discrimination, the union/HR grievance process will be suspended until such time as the discrimination complaint investigation has been completed. Other avenues available to employees are through the Washington State Human Rights Commission (~~HRC~~"HRC"), or the Equal Employment Opportunity Commission (~~EEOC~~"EEOC"). Employees who file an HRC or EEOC complaint will not initiate or pursue union/HR grievances about the discrimination allegation(s). If after filing a union/HR grievance an employee chooses to file a complaint with the ~~EO Office~~CRTC, HRC or EEOC, the union/HR grievance regarding the alleged discrimination will be considered withdrawn.

5.4 Harassment and Bullying

Both parties agree that unlawful harassment or bullying will not be tolerated. Harassment is a form of discrimination. Bullying is a subset of harassment. Examples of harassment and bullying include name-calling, graphic or written statements (including cyber), or physical conduct that is threatening, harmful or humiliating and that is based, at least in part, on a legally protected characteristic. Harassment does not have to include intent to harm, be directed at a specific target, or involve repeated incidents. Harassment where the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive is unlawful and will not be tolerated.

5.5 Additional Agencies for Recourse

Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint with the Washington State Human Rights Commission, Office of Civil Rights, or the Equal Employment Opportunities Commission, or other relevant civil rights agencies.

Article 6 Workplace Behavior

6.1 Respect and Professionalism

The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not promote the University's business, employee well-being, or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.

6.2 Inappropriate Behavior

Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee and/or the employee's union representative believes the employee has been subjected to inappropriate workplace behavior, the employee and/or the employee's representative is encouraged to report this behavior to the employee's supervisor, a manager in the employee's chain of command and/or the Human Resources Office. The employee and/or union representative will be notified upon conclusion.

6.3 Grievance Limitation

This Article is not subject to the grievance procedure in Article 37.

6.4 Protected Category Issues

For protected category issues, see Article 5.

Article 7 Rights of the Employee

7.1 Off-duty Conduct

Employees shall not be disciplined for off-duty conduct absent a clear and relevant nexus between the conduct and the employee's on-duty responsibilities. Employees have the right to confidentiality related to personal information and personnel issues to the extent provided/allowed by law. The Employer, PSE and the employees will take appropriate steps to maintain such confidentiality.

7.2 Outside Employment

Outside employment is permissible if it does not interfere, compete or conflict with the Employer's job requirements and provided it does not hinder the employee's ability to meet the responsibilities and demands of their Employer-required work. Prior to beginning outside employment, employees are responsible for notifying their supervisors. Employees will be asked to complete the Employer's Outside Employment Request Form, and if requested, provide written information about the prospective outside employment. Employees may request a written explanation of any denial of outside employment.

7.3 Notification of Charges

Prior to any final Employer decision or recommendation regarding disciplinary action, employees shall be advised in writing of charges or complaints against them that the Employer reasonably believes could result in disciplinary or other adverse action, and shall be allowed to respond to such charges.

7.4 False Complaints

If an employee is the subject of more than one (1) false complaint from the same individual, the matter will be evaluated by the Human Resources Department, with the assistance of the University Police Department and/or Employee Assistance Program as appropriate, and a determination will be made whether the repeated complaints indicate a possible personal security threat to the employee, requiring disclosure to the employee.

7.5 Right to Union Representation

A member of the bargaining unit has the right to union representation in an investigatory interview (as provided by Section 36.3.A) or in any meeting between the University and employee to issue or discuss discipline. It is the employee's responsibility to notify management that a union representative will be present at a meeting with their supervisor or other levels of management.

7.6 Treatment of Employees

The employee has the right to a workplace free from harassment, intimidation or other threatening behavior. Employees who believe they have experienced harassment, intimidation or threatening behavior are encouraged to report their concern to their immediate supervisor. If the immediate supervisor is the source of the workplace harassment, intimidation or other threatening behavior, the incident should be reported to the AVP of Human Resources Director or designee, or to other responsible Employer officials in accord with the Employer's harassment and workplace violence policies. The University will investigate the reported behavior and take appropriate action as necessary.

7.7 Workplace Harassment and Violence

The Employer prohibits harassment, violence or threats of violence in the workplace, and will maintain and enforce policies prohibiting workplace harassment and violence. The Employer will provide channels for employees to report concerns regarding workplace harassment or violence, and will promptly investigate concerns or complaints raised. Affected employees will be notified of the outcome of any such investigation, and any actions taken by the Employer as a result.

Article 8 Legal Defense

8.1 Defense by the Employer

Subject to approval of the Employer and the Attorney General of the State of Washington in accordance with RCW 28B.10.842 and RCW 4.92, claims, suits or proceedings against an employee for good faith actions or omissions arising out of their ordinary course and scope of duties for the Employer shall be defended by, and at the expense of, the Employer.

8.2 Cooperation with Defense

The employee and the Employer must cooperate fully with the office of the Attorney General in furnishing any documents, depositions or other assistance necessary for the defense of the action.

Article 9 Committee Membership

9.1 University Committees

PSE will be notified of any Employer committee that includes, or is intended to include, bargaining unit representation, and will be accorded the opportunity to name a representative of the bargaining units to such committee.

9.2 Release Time for Committees

PSE representatives to Employer committees will be released from duties without loss of pay to engage in the normal activities of such committees, subject to the reasonable needs of the Employer and each employee's particular work assignment. Permission for such release time shall not be unreasonably withheld.

Article 10 Joint Labor-Management (JLM) Committee

10.1 Purpose and Scope

The Employer and PSE will maintain a Joint 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. 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 Joint Labor-Management Committee meetings.

10.2 Representation

The Joint Labor-Management Committee will consist of up to six (6) bargaining unit employees selected by PSE, a PSE staff representative and up to four (4) representatives selected by the Employer.

10.3 Release Time and Meeting Expenses

The Employer will release employee representatives for time spent in committee meetings, provided the absence of the employees will not disrupt operations. Employees will be released without loss in pay. 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 Joint Labor-Management Committee by sending a written communication to the other party including a description of the issue(s) to be addressed. When possible, PSE requests will include a list of meeting representatives to facilitate scheduling. The meeting will be scheduled at a mutually acceptable time and place. The committee will normally meet every month, unless there is mutual agreement for more or less 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 Joint Labor-Management Committee.

10.6 Agreements

Any action item agreements reached at a Joint Labor-Management Committee meeting shall be placed on a list and signed jointly by the ~~Director~~-AVP of Human Resources or designee and the bargaining unit representative before the meeting adjourns. No later than seven (7) calendar days after the meeting is concluded more complicated agreements reached will be reduced to writing and forwarded to PSE for signature.

Article 11 Management Rights

11.1 Authority

The Employer reserves the right to manage its affairs 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 this Agreement.

11.2 Rights

The sole and exclusive rights of the Employer include, but are not limited to, the rights to:

- A. Plan, direct and control all operations and services of the Employer, including its mission, strategic direction, service levels, staffing levels and resource requirements.
- B. Develop, interpret, amend and enforce written policies, procedures, and rules governing the workplace.
- C. Determine the methods, means, and organization by which Employer operations and services shall be undertaken and accomplished.
- D. Discipline or discharge probationary employees as it deems appropriate, and discipline or discharge employees who have completed probation for cause.
- E. Assign work, schedule the hours of work, alter work schedules, and authorize overtime.
- F. Establish the duties and responsibilities of employees, including the development and alteration of job descriptions.
- G. Establish and implement policies and procedures for evaluating the performance of employees.
- H. Plan and implement any reductions in force, including the identification of the specific position(s) or job classifications affected by a reduction in force.
- I. Recruit, hire and promote employees based on standards established by the Employer.

- J. Determine the need for additional training, and assign employees to complete any such training.
- K. Perform all other functions not expressly limited by this Agreement.

11.3 Mandatory Subjects of Bargaining

Except limited by this Article and as established in this Agreement, the parties acknowledge their obligation to bargain regarding matters affecting wages, hours and other terms and conditions of employment as permitted by RCW 41.80.020.

Article 12 Hours of Work

12.1 Workweek

Unless otherwise specified for particular employees or groups of employees, the workweek, for purposes of determining overtime eligibility, shall commence at 12:01 a.m. on Monday and end at 12:00 a.m. on Sunday. Employees will not be regularly scheduled to work more than forty (40) hours in a workweek.

12.2 Work Schedule

The Employer will assign each position to one of the following work schedule designations:

A. Regular Schedules

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.

B. Alternate Schedules

Alternate schedules consist of workweeks and/or work shifts of different lengths. Alternate schedules may be assigned to meet business and customer service needs. 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.

C. Employee-Requested Schedule Changes

An employee's workweek and work schedule may be changed at the employee's request and with the Employer's approval, provided the Employer's business and customer service needs are met and no overtime expense is incurred.

D. Emergency Schedule Changes

The Employer may adjust an employee's workweek and/or work schedule without prior notice in emergencies or extraordinary unforeseen operation needs.

12.3 Flex Schedules

Employees whose overtime is compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked beyond forty (40) in a workweek may work a flexible schedule by prior mutual written agreement with their supervisor. Flexible schedules include variable daily starting and ending times based on operational need or by agreement between the employee and their supervisor. In addition, the University may assign a flexible schedule to the following employees:

1. Commerce Specialist 2 and 3
2. Sewing & Alterations Specialist 3
3. Stage Manager

In the event the Employer determines that operational needs require assigning a flexible schedule to additional positions or classifications, the Employer will provide notice to PSE and, if requested, meet and confer regarding the assignment. Employees may request a written explanation of any decision denying a request to work a flex schedule.

12.4 Schedule Changes

E. The Employer may temporarily change an employee's schedule:

1. By providing written notice to the employee at least seven (7) calendar days in advance of any change. The day notice is given is considered the first day of the notice period; or
2. By providing less than seven (7) calendar days' notice if the Employer permits the employee, at their option, to work all hours in their original schedule in addition to the modified schedule. In the event the employee elects to work additional hours under this subsection, such additional hours will be compensated in accord with the provisions of Article 15, Overtime & Callback.

F. Employees will be notified of permanent schedule changes in writing at least fourteen (14) calendar days in advance of any change. The day notification is given will be considered the first day of notice.

G. With approval of their supervisor, employees may change their schedule for a particular workday or workweek to accommodate personal needs. Any such adjusted schedule will be considered an agreed exception to Section 15.2.B.1.a.

12.5 Meeting Notice

Employees shall be given two (2) working days' notice of mandatory meetings scheduled outside of their normal working hours.

Article 13 Remote Work

13.1 Remote Working

Remote work is the practice of performing required job functions from home or another management-approved location. When used in appropriate situations, remote work may benefit the Employer, employees, the economy and the environment. Any employee who believes that all or part of their position is suitable for remote work may request to work remotely by submitting a written request to their supervisor. The Employer will evaluate the employee's request, and will approve or deny the request in writing. Employees whose requests to work remotely are approved may be required to sign an agreement confirming expectations regarding their schedule, timekeeping, remote work environment, data/information security and other matters specific to their position. Employees may seek review of a denied request through Human Resources.

Article 14 Breaks and Meal Periods

14.1 Deviation from Regulations

The meal and rest breaks for employees established by this Agreement vary from and supersede the meal and rest breaks required by WAC 296-126-092.

14.2 Rest Breaks

Employees shall receive an uninterrupted fifteen (15) minute paid rest break for each four (4) hours of work. Rest periods should not be used for late arrival or early departure from work, or combined with meal periods without prior supervisor approval.

14.3 Meal Period

Employees shall receive a minimum of thirty (30) minutes for a meal during any shift of five (5) or more hours. Meal periods are not paid work time. Employees shall be relieved of all work during that time. Designated meal periods may be changed with prior supervisor approval. If an employee's meal period is interrupted by a work related demand, the employee will be permitted to complete the unpaid meal period at a time within the same workweek mutually agreed between the employee and the employee's supervisor, or will be paid for the time worked during the meal period.

Article 15 Overtime and Callback

15.1 Overtime Notification and Award

Every reasonable effort shall be made to provide employees with advance notice of overtime needs. Where there are multiple employees qualified to complete an overtime assignment, overtime opportunities and requirements will be rotated among such qualified employees on an equitable basis.

15.2 Overtime Computation for Full-Time Employees

~~For purposes of calculating overtime eligibility, all hours spent performing assigned duties, holidays and other paid leave will be considered hours worked. Leave without pay, shared leave, additional compensation for time worked on a holiday and bonus pay for callback do not constitute hours worked. There shall be no duplication or pyramiding of overtime.~~

~~Bargaining Unit D~~

Overtime shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked beyond forty (40) in a workweek. Employees assigned to a regular or alternate schedule will also receive overtime for all hours worked beyond their daily schedule. For purposes of calculating overtime eligibility, all hours spent performing assigned duties, holidays and other paid leave will be considered hours worked. Leave without pay, shared leave, additional compensation for time worked on a holiday and bonus pay for callback do not constitute hours worked. There shall be no duplication or pyramiding of overtime.

~~Professional and Technical Employees Bargaining Unit~~

~~Overtime shall be compensated at the rate of one and one half (1 1/2) times the employee's regular rate of pay for:~~

~~All hours worked beyond the daily schedule of employees assigned to regular or alternate schedules;~~

~~All hours worked beyond forty (40) hours in a workweek.~~

~~An exception to 15.2 B 1.a. above may be approved by mutual agreement of the employee and Employer. Such approval will be documented in writing.~~

15.3 Overtime Computation for Part-time Employees

Hours worked beyond forty (40) in a workweek shall be considered overtime. For purposes of calculating overtime eligibility, all hours spent performing assigned duties, holidays and other paid leave will be considered hours worked. Leave without pay, shared leave, additional compensation for time worked on a holiday and bonus pay for callback do not constitute hours worked. There shall be no duplication or pyramiding of overtime.

Part-time employees assigned to work hours beyond their regularly scheduled hours will receive additional pay at their regular rate of pay for such hours up to a total of forty (40) hours in a workweek.

15.4 Overtime/Compensatory Time Authorization

Employees may not work overtime/compensatory time unless authorized by the employee's supervisor. Working overtime without authorization may result in disciplinary action(s).

15.5 Overtime and Compensatory Time Selection

Employees who are requested to perform overtime work may not be compelled to choose compensatory leave. Supervisors will not attempt to influence employee choice.

15.6 Compensatory Time

- A. Compensatory time shall accrue at the rate of one and one-half (1-1/2) times for each overtime hour worked.
- B. Compensatory time off must be scheduled in advance with the approval of the employee's supervisor. No employee will accumulate more than one hundred twenty (120) hours of compensatory time in lieu of cash overtime.
- C. In cases of extended medical leave (e.g. leaves covered under the Family Medical Leave Act or the Americans with Disabilities Act), an employee must use compensatory time prior to using vacation leave, unless this would result in the loss of their vacation leave.
- D. Compensatory time may also be used for
 - 1. The care of family members as required by the Family Care Act, WAC-296.
 - 2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 23.6.
 - 3. Leave as required by the Domestic Violence Leave Act.
 - 4. At their election, employees may use compensatory time in place of or in addition to sick leave for any of the purposes described in Article 19, Sick Leave. Employees using compensatory time for this purpose will provide their supervisor notice of their absence as described in Article 19.4.
- E. Accrued compensatory leave above sixty (60) hours must be used or converted to pay at the conclusion of each fiscal year (currently June 30). Upon termination of employment, employees shall be cashed out for all accrued compensatory time.

15.7 Positive Time Reporting

~~As of July 1, 2009, employees~~ Employees will accurately report time worked in accordance with a positive time keeping process.

15.8 Callback Pay

When an employee has left the institution grounds and is called to return to the work station outside of regularly scheduled hours, they shall receive three (3) hours bonus pay at the employee's regular rate of pay in addition to pay for time actually worked. Time worked beginning no more than two (2) hours immediately prior to an employee's regular shift does not constitute callback, provided notice of at least eight (8) hours has been given. An employee on standby status called to return to the work station does not qualify for callback pay.

Article 16

Suspended Operations and Inclement Weather

16.1 Suspended Operations

In the event that the Employer suspends operations, only employees deemed essential and notified by their supervisors to report to their ~~worksite~~ work site may do so. All other employees will work remotely for a suspension of operations that does not exceed fifteen (15) calendar days. The University will declare any suspension of operations in ~~accord~~ accordance with University policy. Unless otherwise approved by the employee's supervisor, employees on pre-scheduled leave at the time of a suspension of operations will remain on leave as scheduled and record leave time for their absence. Employees who are otherwise not available for work during a suspension of operations may use accrued paid leave appropriate to circumstances of their absence. PSE will be notified of proposed changes to the Employer's suspended operations procedures.

16.2 Inclement Weather

Bargaining unit employees who are unable to report to or remain at their work site for part or all of their work day because of inclement weather may, at the supervisor's option, be assigned remote work. Employees who miss scheduled work time because of inclement weather and who are not provided with a remote assignment may charge the time to: vacation, personal holiday, accrued compensatory time, leave without pay, or any accrued sick leave up to a maximum of three (3) days in any calendar year. Employees who take leave without pay on their last work day preceding a holiday due to inclement weather will not be deemed ineligible for holiday pay because of such leave. ~~Employees reporting to work less than two (2) hours late, or leaving less than two (2) hours early due to inclement weather shall not have their pay reduced as a result, and will not have to charge their accrued leave time for such late arrival/early departure.~~

Article 17 Holidays

17.1 Paid Holidays

The following days are paid holidays for all eligible employees:

New Year's Day	January 1
Martin Luther King's birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Fourth Friday in November
Christmas Day	December 25
Personal Holiday	To be used during the calendar year

<u>New Year's Day</u>	<u>January 1</u>
<u>Martin Luther King Jr.'s Birthday</u>	<u>Third Monday in January</u>
<u>Presidents' Day</u>	<u>Third Monday in February</u>
<u>Memorial Day</u>	<u>Last Monday in May</u>
<u>Juneteenth</u>	<u>June 19</u>
<u>Independence Day</u>	<u>July 4</u>
<u>Labor Day</u>	<u>First Monday in September</u>
<u>Veterans' Day</u>	<u>November 11</u>
<u>Thanksgiving Day</u>	<u>Fourth Thursday in November</u>
<u>Native American Heritage Day</u>	<u>Day after Thanksgiving</u>
<u>Christmas Day</u>	<u>December 25</u>
<u>Winter Break Day</u>	<u>To be used between the end of Fall Quarter and the beginning of Winter Quarter</u>
<u>Personal Holiday</u>	<u>To be used during the calendar year</u>

When a holiday falls on a Saturday, the Friday before will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.

17.2 Holiday Pay

Eligible full-time employees will receive eight (8) hours of pay at their straight time 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

17.3 Eligibility for Holiday Pay

Employees are eligible for holiday pay if they are in paid status on the regular business 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 on their last scheduled work day preceding the holiday. Employees whose employment is terminated immediately prior to a holiday are not entitled to holiday pay.

17.4 Hours Worked on a Holiday

In addition to holiday pay described in Section 17.2, employees required to work on a holiday will receive the pay at their overtime rate for all hours worked on the holiday.

17.5 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 vacation 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.

17.6 Holiday Observance

- A. When a holiday falls on the employee's scheduled workday, that day will be considered the holiday. When a holiday falls on the employee's scheduled day off, the employee shall receive the equivalent time off.
- B. An employee whose scheduled shift begins on one calendar day and ends on the next calendar day will observe the holiday on the shift that begins on the holiday.

17.7 Personal Holiday

Employees who have been continuously employed by the Employer for more than four (4) months may choose one (1) workday as a personal holiday, eligible during the calendar year (January 1 – December 31) under the following criteria:

A. Personal Holiday Accrual

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

B. Personal Holiday Scheduling

Employees shall be permitted to take their selected day as their personal holiday if:

1. The employee has given at least fourteen (14) calendar days' written notice to their supervisor. However, the supervisor, at their discretion, may permit a shorter notice period.
2. The number of employees choosing a specific day off does not interfere with the Employer's operations or require the Employer to incur overtime.

C. Personal Holiday Restrictions

Personal holidays may not be carried over into the next calendar year and will not be cashed out under any circumstances. However, if the selected personal holiday was denied due to the Employer's operations, the employee may use the personal holiday by March 31 of the next year (giving them up to three (3) months).

D. Donation of Personal Holiday

Part or all of a personal holiday may be donated to another employee for shared leave as provided in Article 20, Shared Leave. Any remaining portion of a personal holiday must be taken as one (1) absence.

E. Personal Holiday may also be used for:

1. The care of family members as required by the Family Care Act, WAC- 296.
2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 23.6.
3. Leave as required by the Domestic Violence Leave Act.
4. At their election, employees may use the Personal Holiday in place of or in addition to sick leave for any of the purposes described in Article 19, Sick Leave. Employees using the Personal Holiday for this purpose will provide their supervisor notice of their absence as described in Article 19.4.

Article 18 Vacation Leave

18.1 Vacation Accrual

- A. Full-time employees shall accrue vacation at the rates set forth below. Part-time employees shall accrue vacation on a prorated basis according to the employee's appointment percentage.
- B. Accrual rates below shall be based on the employee's total years of state employment; provided that, in order to receive credit for prior state employment, employees must notify Human Resources within thirty (30) calendar days of their initial appointment of any prior work experience for which they seek credit.

Full Years of Service	Monthly Accrual Rate	Hours per Year
During the first year-	8 hours	96
During the second year-	8 hours, 40 minutes	104
During the third and fourth year-	9 hours, 20 minutes	112
During the fifth year-	10 hours	120
During the sixth and seventh year-	10 hours, 40 minutes	128
During the eighth year-	11 hours, 20 minutes	136
During the ninth and tenth year-	12 hours	144
During the eleventh year-	12 hours, 40 minutes	152
During the twelfth year-	13 hours, 20 minutes	160
During the thirteenth year-	14 hours	168
During the fourteenth year-	14 hours, 40 minutes	176
During the fifteenth year-	15 hours, 20 minutes	184
During the sixteenth through twenty fourth years-	16 hours	192
Twenty fifth and succeeding years	16 hours, 40 minutes	200

<u>Completed Years of Service</u>	<u>Annual Hours of Vacation Accrual</u>
<u>0 Year</u>	<u>120</u>
<u>1 Years</u>	<u>128</u>
<u>2 Years</u>	<u>136</u>
<u>3 years</u>	<u>144</u>
<u>4 Years</u>	<u>152</u>
<u>5 Years</u>	<u>156</u>
<u>6 Years</u>	<u>160</u>
<u>7 Years</u>	<u>164</u>
<u>8 Years</u>	<u>168</u>
<u>9 Years</u>	<u>172</u>
<u>10 Years</u>	<u>176</u>
<u>11 Years</u>	<u>180</u>
<u>12 years</u>	<u>184</u>

<u>13 Years</u>	<u>188</u>
<u>14 Years</u>	<u>192</u>
<u>15 Years</u>	<u>192</u>
<u>16 Years</u>	<u>192</u>
<u>17 Years</u>	<u>192</u>
<u>18 Years</u>	<u>192</u>
<u>19 Years</u>	<u>192</u>
<u>20 Years</u>	<u>192</u>
<u>21 Years</u>	<u>192</u>
<u>22 Years</u>	<u>192</u>
<u>23 Years</u>	<u>192</u>
<u>24 Years</u>	<u>200</u>
<u>25+ Years</u>	<u>200</u>

- C. Vacation hours shall be credited at the end of the month accrued. Employees who are in unpaid status for more than ten (10) working days in a month will not accrue vacation leave during that month.
- D. For purposes of this Section, an employee's years of total employment includes employment with any department, agency or institution of the state, excluding employment in the legislative or judicial branches, and employment in a temporary or student position not governed by civil service.

18.2 Maximum Vacation Accrual

Employees may accrue vacation up to a maximum of two hundred forty (240) hours. An employee who has reached the maximum accrual level may continue to accrue vacation until their next anniversary date, at which time any vacation accrued in addition to the two hundred forty (240) hour maximum accrual will be extinguished. With the prior written approval of the appropriate Department Head, an employee may carry more than two hundred forty (240) hours of vacation beyond their anniversary date when they are precluded from taking a previously scheduled vacation because of Employer needs. Any such written approval will specify a timeline for the employee to use any excess vacation accrual, after which any excess vacation accrual will be extinguished.

18.3 Use and Scheduling of Vacation

- A. At their election, employees may use vacation in place of or in addition to sick leave for any of the purposes described in Article 19, Sick Leave. Employees using vacation for this purpose will provide their supervisor notice of their absence as described in Article 19.4.
- B. Except as provided in Section ~~B-A~~ above, vacation leave must be scheduled with the advance approval of the employee's supervisor. To the extent permitted by operational

needs, leave shall be scheduled in accordance with the wishes of the employee in any amount up to the total vacation accrual.

- C. Vacation leave requested in writing will be approved or denied within ten (10) working days of the request. If the leave is denied, a reason will be provided in writing.

18.4 Transfer of Vacation

Employees who transfer from the Employer to another state agency or institution without a break in service may, at their election, transfer their accrued but unused vacation.

18.5 Cash Out of Vacation

Except for employees who elect to transfer vacation as provided in Section 18.4, upon termination employees who have successfully completed their probation period shall be paid for their accrued but unused vacation hours at their regular rate of pay.

18.6 Family Care

Employees may use vacation leave for care of family members as required by the Family Care Act, RCW 49.12.265 et seq, and WAC 296-130.

18.7 Family Military Leave

Employees may use vacation leave for leave as required by the Family Military Leave Act, RCW 49.77.

18.8 Domestic Violence Leave

Employees may use vacation leave for leave as required by the Domestic Violence Leave Act, RCW 49.76.

Article 19 Sick Leave

19.1 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 prorated basis according to the employee's appointment percentage. Employees who are in unpaid status for more than ten (10) working days in a month will accrue sick leave for that month at a rate of one (1) hour for every forty (40) hours worked. Employees may accrue an unlimited amount of sick leave.

19.2 Uses of Accrued Sick Leave

- A. Sick leave may be used in tenth-hour (1/10th) increments for the purposes below.

1. An employee's own mental or physical illness, injury or health condition.
2. To accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition.
3. Preventative care, such as a medical, dental or optical appointment and/or treatment.
4. Care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition.
5. Care for a family member who needs preventative medical care.
6. Closure of the University, or the employee's child's school/place of care, by order of a public official for any health-related reasons.
7. A period of quarantine following the exposure to a contagious disease during the period when attendance on duty would jeopardize the health of others.
8. Bereavement leave in addition to leave provided by this Agreement, if such use is approved in advance by the employee's ~~department head~~Department Head.
9. Leave for Family Military Leave as required by RCW 49.77.
10. Leave for Domestic Violence Leave as required by RCW 49.76.
11. Qualifying absences for Family and Medical Leave.
12. Care of family members as required by the Family Care Act, RCW 49.12.265 et seq.
13. When an employee is unable to report to work in accordance with Article 16, Suspended Operations and Inclement Weather.

B. For the purposes of this section, "family" member means any of the following:

1. A child, including biological, adopted, or foster child, stepchild, or a child whom the employee stands in loco parentis, is a legal guardian, or is de facto parent, regardless of age or dependency status;
2. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;
3. A spouse;
4. A domestic partner, which includes those who are in registered domestic partnerships or in relationships composed of two (2) unmarried adults who are

living together in a committed family relationship and have reciprocal duties to, and provide financial support for, one another;

5. A grandparent;
6. A grandchild;
7. A sibling.

19.3 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, the employee may receive cash at the employee's straight time rate for any sick leave hours accumulated 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.

19.4 Sick Leave Notification and Verification

Employees must notify their supervisor as soon as reasonably possible when they will be absent due to illness or injury. For absences of more than three (3) consecutive days or where there is a reason to suspect sick leave abuse, the Employer may require the employee to present a physician's certificate verifying the need for sick leave before leave is authorized.

19.5 Sick Leave Cash Out Upon Retirement or Death

Upon retirement or death, an employee or the employee's estate will receive cash at the employee's straight-time hourly rate for one-quarter (1/4) of their sick leave hours. Sick leave will be cashed out at the employee's base hourly rate. If the bargaining unit elects to place in effect a VEBA plan as provided by this Agreement, employees cashing out sick leave upon retirement shall receive the proceeds in the form of a contribution to their VEBA account.

19.6 Reemployment

Former state employees who are reemployed within five (5) years of leaving state service will be granted all unused and unpaid sick leave credits they had at separation. Unless otherwise required by applicable law, employees who are reemployed after retiring and cashing out their sick leave balance will not have leave reinstated at the time of rehire; when such employee subsequently retires again or dies, only unused sick leave accrued since the date of reemployment minus sick leave taken within the same period will be eligible for sick leave separation cash out, in accordance with Article 19.5 above.

19.7 Coordination of Benefits

Employees who are absent due to illness or injury covered by workers' compensation benefits may use accrued sick leave to make up the difference between the employee's regular salary and the amount received in workers' compensation benefits, taking into account the tax-free nature of workers' compensation benefits.

Article 20 Shared Leave/Uniformed Service Shared Leave Pool

20.1 Shared Leave

In accordance with RCW 41.04.650 et seq., state employees may donate vacation leave, sick leave, or personal holidays to a qualifying fellow state employee. To the extent this Article conflicts with, or omits benefits provided by, state law, the University will comply with the terms of the statute.

A. Definitions

1. Employee's "relative" is limited to the employee's spouse, registered domestic partner, child, stepchild, grandchild, grandparent, or parent.
2. "Household members" are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.

In addition, for purposes of the state leave sharing program, the definitions provided in RCW 41.04.655 apply.

20.2 Qualifying for Shared Leave

A. The Employer permits an employee to receive shared leave if:

1. The employee suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature; or
2. The employee has been called to service in the uniformed services; or
3. The employee has the needed skills to assist in responding to an emergency declared anywhere within the United States by the federal or any state government or its aftermath and volunteers their services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services; or

4. The employee is a victim of domestic violence, sexual assault, or stalking.
- B. The illness, injury, impairment, condition, call to service, emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking has caused, or is likely to cause, the eligible receiving employee to:
 1. Go on leave without pay status; or
 2. Terminate state employment.
 - C. The employee's absence and the use of shared leave are justified.
 - D. In addition, the receiving employee has depleted or will shortly deplete their:
 1. Vacation leave, sick leave and personal holiday if the employee qualifies under Article 20.2.A.1; or
 2. Vacation leave and paid military leave allowed under RCW 38.40.060 if the employee qualifies under Article 20.2.A.2; or
 3. Vacation leave or personal holiday if the employee qualifies under Article 20.2.A.3 or Article 20.2.A.4.
 - E. For work-related illness or injury, the receiving employee must have diligently pursued and been found to be ineligible for benefits under RCW 51.32 if the employee qualifies under Article 20.2.A.1.
 - F. The eligible receiving employee has abided by Employer policies regarding the use of sick leave if the employee qualifies under Articles 20.2.A.1 and 20.2.A.4; and paid military leave if the employee qualifies under Article 20.2.A.2.
 - G. Donated leave is transferable between employees in different state agencies or institutions of higher education with the agreement of both heads of the state agencies/higher education institutions.
 - H. The Employer will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of five hundred and twenty-two (522) days of shared leave during total state employment.
 1. The employer may authorize leave in excess of this limit because the qualifying employee is suffering from an illness, injury, impairment, or physical or mental conditions that are of an extraordinary or severe nature.
 2. Shared leave received under the Uniformed Service shared leave pool in accordance with RCW 41.04.685 is not included in this total.

- I. A non-permanent or on-call employee who is eligible to use accrued leave or personal holiday may not use shared leave beyond the termination date specified in the non-permanent or on-call employee's appointment letter.

20.3 Shared Leave Donation

- A. A qualifying employee may donate vacation leave, sick leave, or personal holiday to another employee if the receiving employee meets the qualifications of Article 20.2 above.
- B. An employee with an accrued vacation leave balance of more than eighty (80) hours may donate any amount of vacation leave, provided the donation does not cause the employee's vacation leave balance to fall below eighty (80) hours after the transfer. For part-time employees, requirements for vacation leave balances will be prorated.
- C. Employees may donate excess vacation leave that the donor would not be able to take due to an approaching anniversary date.
- D. The donating employee may donate any specified amount of sick leave, provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer. For purposes of sick leave donation, a day equals the donor's monthly sick leave accrual.
- E. The donating employee may donate all or part of a personal holiday. Any portion of a personal holiday that is not used will be returned to the donating employee.
- F. All donated leave must be given voluntarily. No employee will be coerced, threatened, intimidated, or financially induced into donating leave for purposes of this program.

20.4 Verification

- A. The Employer will require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition when the employee is qualified for shared leave under Article 20.2.A.1.
- B. The Employer will require the employee to submit, prior to approval or disapproval, a copy of the military orders verifying the employee's required absence when the employee is qualified for shared leave under Article 20.2.A.2.
- C. The Employer will require the employee to submit, prior to approval or disapproval, proof of acceptance of an employee's offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency when the employee is qualified for shared leave under Article 20.2.A.3.
- D. The Employer will require the employee to submit, prior to approval or disapproval, verification of the employee's status as a victim of domestic violence, sexual assault or stalking when the employee is qualified for shared leave under Article 20.2.A.4.

Verification required by the employer shall be consistent with the verification required by RCW 49.76.040.

- E. The Employer will respond in writing to shared leave requests within fourteen (14) calendar days of receipt of a properly submitted request.

20.5 Shared Leave Administration

- A. The receiving employee will be paid their regular rate of pay; therefore, one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary. The calculation of the recipient's leave value will be in accordance with Office of Financial Management policies, regulations, and procedures. The dollar value of the leave is converted from the donor to the recipient. The leave received will be coded as shared leave and be maintained separately from all other leave balances.
- B. Any shared leave not used by the recipient during each incident/occurrence as determined by the Employer will be returned to the donor(s). Before returning unused leave, agency heads or designees will obtain a statement from the receiving employee's doctor verifying the injury or illness is resolved. The shared leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to each donor's appropriate leave balance. The return will be prorated back based on the donor's original donation.
- C. An employee who uses leave that is transferred under this Section will not be required to repay the value of the leave that they used.
- D. While an employee is on shared leave, the employee shall continue to be classified as a state employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation or sick leave.
- E. The Shared Leave Program is subject to the grievance procedure of Article 37 up through Step 2 only.

20.6 Uniformed Service Shared Leave Pool

A. Purpose

In accordance with RCW 41.04.685 et seq., the uniformed service shared leave pool allows state employees to donate leave to be used as shared leave to fellow state employees called to service in the uniformed services. Employee participation will be voluntary at all times. The Military Department, Department of Personnel and Office of Financial Management administer the pool.

B. Definitions

For purposes of this Article 20.06 only, the definitions contained in RCW 41.04.685 apply.

C. Participation

1. An employee may be eligible to receive leave from the uniformed service shared leave pool under the following conditions:
 - a. The employee is entitled to accrue vacation leave, sick leave, or a personal holiday.
 - b. The employee has been called to service in the uniformed services.
 - c. The call to service has caused, or is likely to cause, the employee to go on leave without pay status or terminate state employment.
 - d. The employee's absence and the use of shared leave are justified.
 - e. The employee has depleted or will shortly deplete their vacation leave and paid military leave allowed under RCW 38.40.060.
 - f. The employee has followed agency rules regarding military leave.

D. Allowable Donations

An employee may donate vacation leave, sick leave, or all or part of a personal holiday to the uniformed service shared leave pool under the following conditions:

1. The donating employee may donate any amount of vacation leave, provided the donation does not cause the employee's vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated.
2. The donating employee may donate any specified amount of sick leave, provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.
3. The donating employee may donate all or part of a personal holiday.

E. Process

1. Employees requesting to donate to or receive leave from the uniformed service shared leave pool must follow their agency policies and procedures addressing uniformed service shared leave.
2. Employees requesting to receive leave from the uniformed service shared leave pool must also comply with Military Department procedures for requesting and

receiving leave from the uniformed service shared leave pool. Employees requesting leave from the uniformed service shared leave pool should provide to their agency head or designee an earnings statement verifying military salary and orders of service, most current state leave and earnings statement, a completed uniformed service shared leave pool recipient request form, and notification of any change. The employee must also provide copies of earnings statements and orders of service when requested by the Military Department.

3. Shared leave may not be granted unless the pool has sufficient balance to fund the requested leave for the expected term of service.
4. Shared leave, in combination with military salary, will not exceed the level of the employee's state monthly salary. Up to eight (8) hours per month of shared leave may be withdrawn and used to continue coverage under the Public Employees' Benefit Board, regardless of the employee's monthly salary and military salary.
5. The receiving employee continues to be classified as a state employee and receives the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation or sick leave.
6. Agencies will investigate any alleged abuse of the uniformed service shared leave pool. If there is a finding of wrongdoing the employee may be required to repay all of the shared leave received from the pool.

20.7 Grievance Limitation

Article 20.6 is not subject to the grievance procedure.

Article 21 Family Medical Leave

21.1 Family Medical Leave

Employees who have been employed by the state for at least one (1) year, and who worked in state employment at least one thousand two hundred fifty (1250) hours during the twelve (12) month period immediately preceding the commencement of leave, are permitted up to twelve (12) workweeks of Family Medical Leave during any twelve (12) month period for purposes specified by law. Family Medical Leave shall be administered according to University Policy POL U5410.03, the Family Medical Leave Act, 29 U.S.C. § 2601 et seq., 29 CFR § 825, the Washington Family Leave Act, RCW 49.78, and its associated regulations.

21.2 Maternity Related Disability Leave

Pregnant employees may take unpaid leave for the entire period of any maternity related disability. Such leave may, at the pregnant employee's election, be taken in addition to the twelve (12) week leave to care for a new-born child under the federal Family Medical Leave Act, if the employee is eligible for Family Medical Leave.

While employees remain on paid leave, the Employer will continue providing paid health insurance to the employee on the same basis that those benefits are provided during regular employment.

Once paid leave is exhausted, employees on unpaid maternity-related disability leave may continue their health insurance coverage by paying the full premium cost for that insurance unless covered by FMLA protections.

21.3 Parental Leave

Employees may request unpaid parental leave for up to six (6) months, including any period of Family Medical Leave pursuant to Section 21.1 for the birth of the employee's 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 Employer may grant a request for parental leave beyond any period of Family Medical Leave.

21.4 Paid Family and Medical Leave Program

Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise limited by action of the State). Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115. The University will pay the remaining premium amounts.

Article 22 Leave Without Pay

22.1 Purposes

In addition to the circumstances specified elsewhere in this Agreement, the Employer, in its discretion, may approve a leave without pay for the reasons specified below. Leaves will be approved in writing by the Human Resources Department, and such approval will specify a date for the employee's return to work.

22.2 Qualified Reasons

Leave without pay will be granted for the following reasons:

- A. Family and Medical Leave (Article 21)
- B. Compensable work-related injury or illness leave
- C. Military Leave (Article 23)

- D. Volunteer firefighting leave
- E. Spousal Deployment Leave (Article 23)
- F. Domestic violence leave, or
- G. Holidays for a Reason of Faith or Conscience

22.3 Permissible Reasons

Leave without pay may be granted for the following reasons:

- A. Educational leave
- B. Child or elder care emergencies
- C. Governmental service leave
- D. Citizen volunteer or community service leave
- E. Formal collective bargaining leave
- F. Conditions applicable for leave with pay, or
- G. As otherwise provided for in this Agreement.

22.4 Conditions Applicable to Leaves

Employees must submit any request for a leave in writing. Except as required by law, a request for a leave must meet the following conditions:

- A. The employee must have successfully completed twelve (12) months of service;
- B. The employee must have a bona fide intention of returning to work following the leave;
- C. The leave must not interfere with operational needs; and
- D. Except for leaves approved to permit an employee to complete an educational program or service in the Peace Corps, leaves may not exceed twelve (12) months.

22.5 Use of Paid Leave

Except as provided in Section 22.7 below, an employee on an approved leave must exhaust all available sick leave (if available for the purpose of the employee's leave), vacation leave, and personal holiday time before taking unpaid leave; employees who choose to use compensatory time as part of a leave must use any such time prior to taking unpaid leave.

22.6 Cancellation of Leave

The Employer may cancel a leave upon a finding that the employee is using the leave for purposes other than those specified at the time of approval, or where there are exigent circumstances requiring the employee's return to work. The Employer will provide written notice to the employee that a leave has been cancelled, which will set a date for the employee's return to work.

22.7 Benefits During Leave

An employee on a leave who uses less than eight (8) hours of paid leave during a month is responsible for paying the entire premium cost (both the Employer and employee shares) of their health insurance during an approved leave. Employees who are granted a leave for their own disability may save and use up to thirty-two (32) hours of paid leave at a rate of eight (8) hours per month to remain eligible for paid health insurance.

22.8 Reinstatement

Employees returning to work following an approved leave will be returned to the position they held prior to the leave or to another position in the same classification; provided that in the event the employee's position is eliminated during the time the employee is on leave, they will be notified and provided a time period in which to exercise any rights available pursuant to Article 32, Reduction in Force/Layoff.

22.9 Educational Leave

Leave without pay may be granted for educational leave for the duration of actual attendance in an educational program.

22.10 Child and Elder Care Emergencies

Leave without pay may be granted for child and elder care emergencies. In lieu of leave without pay, compensatory time, exchange time or paid leave may also be used for child and elder care emergencies.

22.11 Governmental Service Leave

Leave without pay may be granted for governmental service in the public interest, including but not limited to the U.S. Public Health Service or Peace Corps leave.

22.12 Citizen Volunteer or Community Service Leave

Leave without pay may be granted for community volunteerism or service.

22.13 Formal Collective Bargaining Leave

Leave without pay may be granted to participate in formal collective bargaining sessions authorized by RCW 41.80.

22.14 Volunteer Firefighting Leave

Leave without pay will be granted when an employee who is a volunteer firefighter is called to duty to respond to a fire, natural disaster or medical emergency.

22.15 Domestic Violence Leave

In accordance with RCW 49.76, leave without pay, including intermittent leave, will be granted to an employee who is a victim of domestic violence, sexual assault or stalking. Family members of a victim of domestic violence, sexual assault or stalking will be granted leave without pay to help the victim obtain treatment or seek help. Family member for the purpose of domestic violence leave includes child, spouse, parent, parent-in-law, grandparent or a person the employee is dating. The Employer may require verification from the employee requesting leave in accordance with RCW 49.76.

22.16 Unpaid Holidays for a Reason of Faith or Conscience

- A. Leave without pay will be granted for up to two (2) workdays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization. Leave without pay may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by Chapter 82-56 WAC or the employee is necessary to maintain public safety.
- B. The Employer will allow an employee to use compensatory time, personal holiday or vacation leave in lieu of leave without pay. All requests to use compensatory time, personal holiday or vacation leave must indicate the leave is being used in lieu of leave without pay for a reason of faith or conscience.
- C. A permanent or probationary employee who is on an unpaid holiday for reasons of faith and conscience on a work shift preceding a paid holiday, as designated in Article 10.1, will receive holiday pay for the designated holiday.
- D. An employee's seniority date, probationary period or trial service period will not be affected by leave without pay taken for a reason of faith or conscience.

Article 23 Military Leave

23.1 Military Leave

Any employee who is a member of the United States Military, 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 in order for the employee to report for required military duty, training, or drills including those in the national guard. Such paid military leave shall be in addition to any compensatory time, vacation 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 their normal base pay. Military leave will only be charged for the days that the employee is scheduled to work.

23.2 Military Service Physical Examination

Employees required to report during working hours for a physical examination to determine physical fitness for military service shall receive full pay for the time required to complete the examination.

23.3 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:

- A. Retirement benefits and service credit in accord with the provisions of the applicable retirement system.
- B. Health plan coverage at the employee's request and expense for a limited period of time as determined by the Health Care Authority.
- C. 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.
- D. Any additional benefit required by applicable state or federal law.

23.4 Copy of Employee Orders

Unless prohibited by military necessity, the Employer shall be provided with a copy of an employee's orders at the time the employee requests military leave.

23.5 Return from Military Service

Following release from military service, an employee shall have the right to return to their employment as provided by applicable state and federal law.

23.6 Spousal Deployment Leave

As provided in RCW 49.77, during a period of military conflict, an employee who is the spouse or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030 of a member of the armed forces of the United States, National Guard, or reserves who has been notified of an

impending call or order to active duty or has been deployed is entitled to a total of fifteen (15) days of unpaid leave per deployment after the military spouse has been notified of an impending call or order to active duty and before deployment or when the military spouse is on leave from deployment. The employee may choose to use accrued leave in place of leave without pay.

Article 24 Miscellaneous Paid Leaves

24.1 Personal Leave Day

Employees who have been continuously employed by the Employer for more than four (4) months will be entitled to choose one (1) workday as a personal leave day, eligible to be taken during the fiscal year (July 1 – June 30).

24.2 Winter Break Day

Employees who have been continuously employed by the Employer for more than four (4) months, prior to the end of the Fall Quarter, will be entitled to an additional day of paid leave to be used between the end of Fall Quarter and the beginning of Winter Quarter.

24.3 Using Personal Leave and Winter Break Day

A. Personal Leave and Winter Break Day Accrual.

Full-time employees shall receive eight (8) hours off for each of these leave days. Part-time employees shall receive prorated leave based on the employee's appointment percentage.

B. Personal Leave and Winter Break Day Scheduling.

Employees shall be permitted to take their selected day as their leave day if:

1. The employee has given at least fourteen (14) calendar days' written notice to their supervisor. However, the supervisor, at their discretion, may permit a shorter notice period.
2. The number of employees choosing a specific day off does not interfere with the Employer's operations or require the Employer to incur overtime.

C. Personal Leave and Winter Break Day Restrictions.

The personal leave and winter break days may not be carried forward for use at a later date, may not be donated through Shared Leave, and will not be cashed out under any circumstances.

D. Personal Leave or Winter Break Day may also be used for:

1. The care of family members as required by the Family Care Act, WAC-296.
2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 23.6.
3. Leave as required by the Domestic Violence Leave Act.
4. At their election, employees may use Personal Leave or Winter Break Day in place of or in addition to sick leave for any of the purposes described in Article 19, Sick Leave. Employees using Personal Leave or Winter Break Day for this purpose will provide their supervisor notice of their absence as described in Article 19.4.

24.4 Leave for Childcare Emergencies

Employees who must miss work due to unforeseen childcare emergencies may charge their absence to any accrued paid leave or to unpaid leave under the following conditions. Unpaid leave requests for unforeseen childcare emergencies will go through the Leave Without Pay approval process as defined by Article 22, Leave Without Pay. Employees using leave due to childcare emergencies are not required to obtain advance approval prior to using leave, but must notify their supervisor of their absence as soon as possible prior to the start of their scheduled shift.

24.5 Bereavement Leave

Employees will be granted three (3) days of paid bereavement leave, per occurrence, for the death of the employee's spouse, child, step-child, parent, stepparent, parent-in-law, sibling, step-sibling, domestic partner, domestic partner's parents, grandparent, grandchild, son-in-law, daughter-in-law, brother and sister-in law or household member. The pay for a full-time employee's bereavement leave day is eight (8) hours. Bereavement leave is pro-rated for part-time employees based on the employee's appointment percentage. With approval of the employee's supervisor, employees shall be granted accrued sick leave as provided in Article 19, Sick Leave or unpaid leave for bereavement. Employees using accrued vacation leave due to the death of a close personal friend, colleague, or neighbor will not be unduly denied use of vacation leave.

24.6 Jury and Witness Leave

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 subpoenaed to appear for jury service will receive pay at their regular rate of pay for work hours missed because of their required jury duty service. An employee will be allowed to retain any compensation paid for jury duty service.

Employees subpoenaed as a witness, or whose testimony is pertinent to a work-related court or administrative hearing will receive pay at their regular rate, unless the employee:

- A. Is a party in the matter and is not represented by the Attorney General’s Office of the State of Washington, or
- B. Has an economic interest in the matter.

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 subpoenaed as an arbitration witness shall receive pay in accordance with Article 37.6.

24.7 Life Giving Procedures

When approved, employees will receive paid leave, not to exceed five (5) working days in a two (2) year period, for participating in life-giving procedures. The pay for a full-time employee’s day of life giving procedure leave is eight (8) hours. Life giving procedures leave is pro-rated for part-time employees based on the employee’s appointment percentage. “Life-giving procedure” is defined as a medically-supervised procedure involving the testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments. Employees will provide reasonable advance notice and written proof from an accredited medical institution, physician or medical professional that the employee participated in a life- giving procedure. The Employer may take into account program and staffing replacement requirements in scheduling of leave for life-giving procedures.

24.8 University-wide Blood Drive

Employee participation in a University-wide Blood Drive as a donor is considered work time.

24.9 Domestic Violence

Employees may use paid leave, including sick leave or unpaid leave, as necessary to cope with the situation, if the employee is a victim of domestic violence, sexual assault, or stalking.

24.10 Community Service Leave Day

Employees covered by this Agreement may request and be granted one (1) day of paid community service leave per fiscal year to participate in community service, including volunteer work on behalf of schools, community or charitable organizations, and organized volunteer events. The pay for a full-time employee’s community service day is eight (8) hours. Community service leave is pro-rated for part-time employees based on the employee’s appointment percentage. Employees wishing to engage in community service will provide a written request in advance and may be required to provide proof that the employee participated in the service or event.

24.11 Release Time for University-Supported Activities

With advance notice to and approval by their dean or department director, employees may be permitted to use limited amounts of paid work time to participate in University-related or sponsored activities not directly related to their primary duties, such as serving as a guest speaker or presenter in a course/program, or assisting faculty with research or other academic needs. Any such activities must be conducted in a manner that does not interfere with University operations.

Article 25 Compensation

25.1 General Salary Schedule Range Assignments and Wage Increases

- A. Except as provided by Section ~~25.4-25.3~~ below, effective July 1, ~~2021~~2023, those classifications represented by the Union ~~assigned to the General Salary Schedule~~ will continue to be assigned to the same salary range to which they were assigned on June 30, ~~2021~~2023. Salary schedules, including the N1 salary schedule, that include the increases described in paragraphs B and C below and the two (2) Career Enhancement/Growth Program steps described in Section 25.16, are attached as Appendix C.
- B. Effective July 1, ~~2022~~2023, all ranges and steps of the salary schedules in effect on June 30, ~~2023~~, will be increased by three and one-half percent (3.5%) if fully funded by the State of Washington.
- C. ~~2021~~Effective July 1, 2024, all ranges and steps of the salary schedules in effect on June 30, ~~2024~~, will be increased by three percent (3%) if fully funded by the State of Washington.

~~Should classified general state government employees, or non-uniformed University employees represented by WFSE, assigned to the General Salary Schedule: (i) receive a general compensation increase at a higher level than that agreed upon by the University and PSE; or (ii) receive an additional one-time, lump-sum payment as a form of additional compensation (i.e., excluding payments intended to reimburse employees for performing additional work or tasks), PSE represented employees will receive the same. Any lump-sum payment made payable to PSE members by action of this paragraph would be paid on the same terms used by General Government.~~

~~"N1" Pay Range Assignments~~

~~Except as provided by Section 25.4 below, effective July 1, 2021, those classifications represented by the Union assigned to the "N1" Salary Schedule will continue to be assigned to the same salary range to which they were assigned on June 30, 2021. The University's range assignments for positions on the "N1" Salary schedule will match the assignment used by the State.~~

~~Effective July 1, 2022, all ranges and steps of the “N1” salary schedule in effect on June 30, 2021, will be increased by three percent (3%) if fully funded by the State of Washington.~~

~~Should classified general state government employees, or non-uniformed University employees represented by WFSE, assigned to the General Government “N1” Salary Schedule: (i) receive a general compensation increase at a higher level than that agreed upon by the University and PSE, or (ii) receive an additional one-time, lump-sum payment as a form of additional compensation (i.e., excluding payments intended to reimburse employees for performing additional work or tasks), PSE represented employees on the “N1” salary schedule will receive the same. Any lump-sum payment made payable to PSE members by action of this paragraph would be paid on the same terms used by General Government.~~

Should classified general state government employees represented by WFSE (“GG”) and/or non-uniformed University employees represented by WFSE (“WFSE”) receive a package of general salary increases different than the package described in paragraphs B and C above, PSE may, at its option, substitute the package of general salary increases included in the GG or WFSE agreements for the package described in paragraphs B and C above.

25.2 Minimum Hourly Rate.

To reflect the University’s and PSE’s shared values, the base salary for represented permanent employees, following successful completion of probation, will be set at the step in the range that most closely approximates ~~fifteen~~ eighteen dollars ~~(\$15)~~ (\$18) per hour, not to exceed Step LM.

25.3 State Salary Survey and Other Range Changes

In the event that a classification range assignment used by State general government is adjusted to a range higher than that in effect at the University due to the State’s implementation of a salary survey, the State’s evaluation of recruitment or retention data, or through the State’s negotiations with represented employees of general government (referenced in Appendix T of the general government GG agreement with WFSE), the University will change the classification’s range assignment to match the state assignment. This provision will be implemented only to the extent such salary range adjustments are fully funded by the State.

25.4 Compensation Reopener

Compensation increases described above and in Section 25.15 below will take effect only if they are deemed feasible by the Director of OFM, approved by the Legislature as provided in RCW 41.80, and fully funded by the State appropriations to the University. In the event that some or all of the compensation increases described above are not approved or fully funded, the parties will reopen negotiations to bargain a replacement provision. Nothing in this paragraph obligates either party to agree to any proposal.

25.5 Special Pay

The Employer may designate a position for special pay in the following circumstances:

A. When a unique configuration of work requires skills, duties, or working conditions beyond those typically required of comparable positions;

B. To alleviate employment problems such as recruitment and/or retention;

C. When failure to grant special pay could result in retention problems and seriously jeopardize University operations; and

D. To prevent salary inversion or compression problems with other classes in the same or related series which have been granted special pay.

25.6 New Employees

The University will assign newly hired employees to the appropriate range and step of the salary schedule.

25.7 Periodic Increases

A. Employees assigned to a salary range other than “N1” will receive periodic increases as follows:

1. Employees who are hired at the minimum step of the pay range will receive a two (2) step increase to base salary following completion of the probationary period, and an additional two (2) step increase annually thereafter, until they reach Step ~~L~~M.

2. Employees as of July 1, 2023, who have been at Step L for twelve (12) months or longer will progress to Step M of their assigned salary range ~~according to the rules established in the Washington Administrative Code effective July 1, 2023.~~

3. 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 the top of the pay range.

4. Employees in classes that have pay ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges.

B. Employees assigned to the “N1” salary range will receive periodic increases as follows:

1. Upon hire, employees will be assigned to the step of the pay range that corresponds to their completed years of nursing experience.

2. Employees who are hired at the minimum step of the pay range will, upon

completion of the probationary period, be assigned to the step that corresponds with their completed years of nursing experience.

3. Employees who are hired above the minimum step of the pay range will be assigned to the step that corresponds to their completed years of nursing experience annually on their hire date until they reach the top of the pay range.

25.8 Transfer / Reassignment

Employees who transfer or are reassigned to a position within their class or within their range will retain their current base salary.

25.9 Trial Service Reversion

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.

25.10 Part-time Employment

Monthly compensation for part-time employment will be prorated based on the ratio of hours worked to hours required for full-time employment.

25.11 Premium Pay for Additional Language(s)

Whenever a classified position has a bona fide requirement for regular use of competent skills in more than one language, sign language (AMESLAN), and/or Braille, the University will authorize premium pay of two (2) steps above the level normally assigned for that position; provided that this premium will not apply in those instances where the position is allocated to a class that requires these skills.

25.12 Promotional Pay

An employee who is 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. The ~~Director~~ AVP of Human Resources, or their designee, may authorize more than a two (2) step increase. All promotional increases must be within the salary range for the class.

25.13 Shift Differential

Employees assigned to a shift in which a majority of time worked falls between 5:00 p.m. and 7:00 a.m. shall be paid an additional one dollar and fifty cents (~~\$1.00~~ \$1.50) 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 workweek.

25.14 Voluntary Separation Incentives - Voluntary Retirement Incentives

The Employer will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such programs are provided for in the current operating budget. Such participation must be in accordance with the program guidelines adopted by the Department of Personnel and the Department of Retirement Systems, following consultation with the Office of Financial Management. Program incentives or offering of such incentives are not subject to the grievance procedure.

25.15 Regional Compensation

~~to compensate for local cost-of-living factors, the University will provide regional pay to its employees as follows:~~

- A. ~~All employees whose primary reporting location is in Whatcom County or Skagit County will receive two percent (2%) premium pay calculated from their base salary; provided that in the event the State implements regional compensation for employees whose primary reporting location is in Whatcom or Skagit County, or another county in which that exceeds two percent (2%), the University has employee primary reporting locations, to compensate for local cost-of-living factors, will increase its premium pay to the amount provided by the State.~~
- B. ~~In the event the State implements regional compensation for employees whose primary reporting location is in a county other than Whatcom or Skagit Counties, the University will provide regional pay to its employees on the same basis and in the same amount provided by the State. Primary reporting location for purposes of this paragraph is a University facility, not a location where an employee may be permitted to work remotely.~~

25.16 Career Enhancement/Growth Program

- A. ~~The University will support the establishment of a new Career Enhancement/Growth program. The program will recognize employees whose development of skills, increased productivity, or assumption of higher-level duties results in increased value to the department, service enhancements, or efficiencies for the department in which the employee works.~~
- B. ~~Each of the two (2) available CEGP steps will be attained solely through the Career Enhancement/Growth program and will not be based on length of service.~~
- C. ~~Employees in every classification covered by this Agreement will be eligible for the program. Employees are eligible to receive a Career Enhancement/Growth step any time after they have been at the last automatic step in their pay range for a minimum~~

- of one (1) year. Employees are eligible for the subsequent and final Career Enhancement/Growth step beginning one (1) year after receiving the previous step.
- D. There will be no minimum or maximum number of employees who may receive Career Enhancement/Growth steps. There will be no minimum or maximum amount of money the University will spend on the Career Enhancement/Growth program. Decisions about Career Enhancement/Growth steps shall be made within sixty (60) days of the submission of the CEGP application to HR.
- E. Either employees or managers may initiate the CEGP application process by submitting a completed CEGP application to HR.
- F. HR will track CEGP applications, grants, and denials including at a minimum the job class, department, employee id, the decision to grant or deny, and the documented reason for any denial. If denied, the employee may appeal to the decision-maker's supervisor, whose decision will be final.
- G. The CEGP application will allow for the inclusion of up to three (3) letters of recommendation, and will record years of experience in the position or field, as well as years of service with the University. The union will have access to this information on request.
- H. The Career Enhancement/Growth program will not be a substitute for reclassifications. Reclassifications will take priority over receiving Career Enhancement/Growth steps such that if an employee qualifies to receive a Career Enhancement/Growth step but could otherwise be reclassified, the employee will be reclassified and will not simultaneously receive the Career Enhancement/Growth step. Career Enhancement/Growth steps shall be considered in calculating salary adjustment associated with promotion and upward reclassification, but in no instance shall a salary in a new position be at a step higher than the top automatic step in the new pay range, except for lateral transfers where there is no mutual agreement not to exceed the top automatic progression step in the new pay range.
- I. The University agrees to regularly issue University-wide reminders promoting the value of this program.
- J. The parties will utilize the JLM committee to review the CEGP program periodically with the goal to improve standards and accessibility.
- K. The Career Enhancement/Growth program in its entirety is not subject to the grievance procedure.

Article 26 Health Care Benefits Amounts

See "Health Benefits Agreement" by and between the State of Washington and the Coalition of Unions in Appendix C.

Article 27 Vacancies and Position Allocations

27.1 Vacancies

The Employer 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 Employer may fill a position on a full-time or part-time basis. When filling a vacant position, the Employer will first consider 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 Employer will consider internal candidates ~~from the internal recruitment~~ who have the skills and abilities to perform the duties of the position being filled. For purposes of this Article, "internal candidates" are candidates who are currently employed by the Employer in a regular, probationary, or project position, or candidates eligible for dual-career assistance per the Employer's policy.

If no internal candidate is selected, the Employer may consider all other candidates including internal candidates.

27.2 Position Changes

When Human Resources becomes aware of one of the following actions, the ~~Director~~ AVP of Human Resources, or designee, will provide written notification to PSE:

- A. Holding a position in the bargaining unit vacant;
- B. Reallocation of a bargaining unit position to a lower classification; or
- C. Removal of a position from the bargaining unit.

27.3 Recall from Layoff

- A. When filling a position, the Employer will consider all laid-off employees on the appropriate layoff list in seniority order with the required skills and abilities for the specific position regardless of appointment percentage or FTE. The most senior candidate with the required skills and abilities will be offered the position. PSE will be notified in the event that the layoff list candidate(s) are determined not to be qualified for the position. If there are no names on the internal layoff list or no laid-off candidates are found to be qualified, the Employer will ~~next~~ consider internal candidates ~~from the internal recruitment process~~ as described in subsection 27.4 below.

- B. When the Employer intends to accomplish work with a temporary appointment requiring ten (10) working days or more in a month, the Employer will offer the temporary appointment to the employee on the layoff list who was performing that work prior to their layoff. If the temporary appointment requires work for less than ten (10) days in a month, the Employer will give first consideration to those individuals on the layoff list who previously performed the work prior to their layoff. The provisions of this subsection do not apply to employees who have been on the layoff list for more than one (1) year. Refusal to accept a temporary appointment does not count as a refusal of a comparable position. Acceptance of a temporary appointment will not remove the individual from the layoff list.

27.4 ~~Filling Vacant Positions from Opportunities for Internal Recruitment~~ Applicants

When a vacant position becomes available, employees who wish to apply for the position may submit their application materials to HR. When filling a position where no candidate was appointed from the appropriate layoff list, the Employer will consider qualified internal candidates. Qualified internal candidates are those ~~employees~~ internal candidates who have the required skills and abilities to perform the duties of the specific position being filled. The search committee will only have access to internal candidate applications for the first seven (7) days of the application review period. HR shall keep internal and external candidate applications separate until the end of said seven (7) day time period. The Employer will offer an interview to at least three (3) potentially qualified internal candidates. If there are fewer than three (3) qualified internal candidates for the position, the Employer will interview all such candidates. Upon selection of interview candidates, the Employer may request that HR disclose whether an internal candidate has a record of disciplinary action (written reprimand or suspension without pay) within the past twelve (12) months on file with HR. Presence of disciplinary action is not grounds for withdrawal of the interview request.

27.5 Posting of Vacant Positions

Positions that are not filled through placement of employees from the layoff list ~~or internal recruitment~~ will be posted for a period of at least seven (7) calendar days, during which time, internal and external applicants may apply. The posting will include, at a minimum, a description of the work to be performed, the requirements of the position, the rate of pay and the shift.

Article 28 Types of Appointments

28.1 Full-time Appointments

Full-time appointments are scheduled to work twelve (12) months per year, forty (40) hours per week.

28.2 Part-time Appointments

Part-time appointments are scheduled to work at least twenty (20) hours per week but less than twelve (12) months per year and/or less than forty (40) hours per week. Such employees will receive a percentage of the full-time benefit (vacation leave, sick leave, personal holiday, holidays, etc.) based on the percentage their monthly schedule bears to full-time employment.

28.3 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.

H. Cyclic Year Schedules

At least fifteen (15) calendar days before the start of each annual cycle, a cyclic schedule shall be established in consultation with the affected employee. 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.

I. 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. The incumbent will be allowed at least three (3) working days in which to accept or decline the offer.

28.4 Project Positions

Project positions are positions of specific duration of six (6) months or longer. The Employer may create project positions in situations where the position is contingent upon state, federal, local, grant or other special funding of specific and time-limited duration, and/or where the work to be performed by the position is project-based and of a time-limited nature. The Employer will notify employees at the time of hire of the project nature of the position and the anticipated ending date of the project position.

28.5 Higher Level Duties

The Employer may assign to an employee duties from a higher job classification for a period not to exceed six (6) months. If this period of time exceeds six (6) months, the employer will engage in bargaining with the Union. For the duration of such a temporary assignment, the employee shall receive additional compensation equal to five (5) percent of the employee's base wages. In

the event an employee is temporarily assigned the full set of duties from a higher job classification, and the lowest step of the pay range for that higher job classification exceeds the employee's base wage by more than five percent (5%), the employee shall be paid at the lowest step of the higher pay range (or, if the position is exempt, the lowest advertised pay rate for the position) for the duration of the temporary assignment. ~~The Director of~~ Based on an assessment of the assignment and duties, the AVP for Human Resources may authorize, at their discretion, an increase of the base salary up to a total of ~~fifteen-twenty-five~~ percent ~~(15%)25%)~~ for the duration of the assignment. The base salary will not exceed the top of the range of the higher job classification.

28.6 Leave Adjustments

Employees with part-time appointments who work in excess of their assigned percentage appointment shall have their vacation and sick leave hours adjusted at the end of each month to reflect any additional leave earned in the previous month, if the adjustment will result in additional accrued leave of one (1) or more hour per month.

Article 29 Classification and Reclassification

29.1 Policy

Positions shall be allocated to the appropriate classification. Requests to reallocate should be based on a belief that the duties, responsibilities, or qualifications of a position are such that it is inappropriately allocated. Management retains the right to assign work in accordance with the provisions of the management rights clause of this Agreement.

29.2 Classification

Except as specifically modified by this Article, position classification, position review and reallocation shall be handled in accord with WAC 357.

29.3 Classification Plan Revisions

- A. Positions will not be reclassified or reallocated in a manner which will remove their duties from the combined PTE & BUD bargaining units except as provided in Article 38, Job Contracting of this Agreement.
- B. The Employer will provide to PSE, in writing, any proposed changes to the classification plan, including job descriptions for newly created classifications. Upon request of PSE, the Employer will bargain the salary effect(s) of a change to an existing class or newly proposed classification.

29.4 Allocation Review Process

- A. The department head, or an employee may request that a position be reviewed when the requesting party believes that the basis of its request has become a permanent

requirement of the position. A position may not be reviewed more often than once every six (6) months.

- B. The request must be complete and in writing on forms provided by the Employer. Requests may be submitted to Human Resources or to an employee's direct supervisor or department. Human Resources will provide a copy of the request to PSE. Any party may submit additional information, including the names of individuals, which the party believes is relevant to the position review.
- C. An employee may request that a PSE representative be present as an observer at meetings with the Employer reviewer scheduled to discuss the request for position review. The University will notify the employee in writing of their right to have a PSE representative observe meetings regarding the position review. The University's notice will include a link to PSE representative contact information.
- D. The Employer reviewer will investigate the position and issue a written response to the employee or employee representative within sixty (60) calendar days from receipt of forms by Human Resources. A completed request is defined as the employee completing all employee portions of the reclassification forms. The response will include notification of the class and salary assigned when the position is reallocated, or notification of the reasons the position does not warrant reallocation when the request is not approved.
- E. For IT position reviews involving an incumbent employee, an IT manager identified by the University consistent with the requirements of WAC 357-13-058 must be present for the initial interview and, at the employee's request, may also be included in the initial position reviews.
- E. Prior to the final decision of a position review, an employee may request to present additional justification for the reclassification. Employees will be notified following the initial interview of the anticipated date of the final decision.
- G. In the event that an employee is reallocated to a lower classification, the employee will be paid their current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will continue receiving the salary the employee was receiving prior to the reallocation downward until such time as the employee vacates the position or their salary falls within the new range.
- H. Following receipt of the Employer's determination, an employee may request reconsideration in accord with the provisions of WAC 357. Employer allocation decisions will not be subject to the grievance procedure.

Article 30 Probation and Trial Service

30.1 Probationary Period

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

- A. The Employer may discipline or discharge a probationary employee at any time during the probationary period, and such action will not be subject to the grievance procedure. However, the employee may request and will receive a review of the separation by the ~~Director-AVP~~ of Human Resources or designee. The review request must be submitted to the ~~Director's-AVP's~~ Office within fourteen (14) days from the effective date of the notice of separation. This request, however, will not act as a suspension of the designated separation date.
- B. Probationary employees shall receive a written performance evaluation(s) (as described in Section 34.2) at or near the midpoint of the probationary period. Probationary employees will also receive coaching, as described in Section 34.3, should there be any performance concerns.
- C. The Employer will extend an employee's probationary period, on a day- for-day basis, for any days that the employee is on leave without pay or shared leave, including Cyclic leave except for leave taken for military service.
- D. The Employer may extend the probationary period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months of active employment. The Employer will notify PSE of its intent to extend an employee's probationary period and will invite PSE's participation to support the success of the probationary employee. An employee whose probationary period is extended will receive a written explanation for the extension, including an identification of issues that need to be addressed, and will be evaluated during the extended probationary period.
- E. An employee who transfers or is promoted prior to completing their 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.

30.2 ~~30.2~~ Trial Service Period

Employees with permanent status who are promoted, who ~~voluntary~~voluntarily accept a transfer or demotion into a job classification for which they have not previously attained permanent status will serve a trial service period of six (6) months. This period is to allow the Employer 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.

- A. If an employee is absent for a cumulative total of more than fifteen (15) days during the trial service period, the Employer will extend the employee's trial service period on a day-for-day basis for the total accumulated number of days on which the employee was absent. Upon mutual agreement between the Employer and PSE, an employee's trial service period may be extended by up to six (6) months.
- B. Prior to a reversion, the Employer will provide written notice that an employee who has not successfully completed their trial service period shall be offered an opportunity to revert to a bargaining unit position that is:
 - 1. Vacant or filled with a temporary employee and within a job classification in which the trial service employee previously held permanent status; or
 - 2. 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. An employee who has not successfully completed their trial service period and who has no reversion options may request to be placed on the layoff list for positions in job classifications where the employee had previously attained permanent status.
- E. Employees involuntarily reverted from trial service will have the right to grieve their reversion to step 2 of the Grievance Procedure.

30.3 ~~30.3~~ Permanent Status

Employees will attain permanent status in a job classification upon their successful completion of a probationary or trial service period.

30.4 ~~30.4~~ Reallocations - Higher Salary Range Maximum

If a permanent employee is reallocated into a classification with a higher salary range maximum the employee will retain their existing appointment status as defined in sections 30.1, 30.2, and 30.3 if the employee has performed the higher level duties for six (6) months and meets the skills and abilities required of the position.

If the reallocation is a result of a change in the duties of the position and the employee has not performed the higher-level duties for at least six (6) months and meets the skills and abilities of the position, the employee will serve a trial service period.

30.5 ~~30.5~~ Reallocations - Equal Salary Range Maximum

If an employee meets the skills and abilities requirements of the position, the employee will remain in the position and retain existing appointment status as defined in sections 30.1, 30.2, and 30.3.

30.6 ~~30.6~~ Reallocations - Lower Salary Range Maximum

If the employee meets the skills and abilities requirements of the position and chooses to remain in the reallocated position, the employee will retain existing appointment status as defined in sections 30.1, 30.2, and 30.3.

Article 31 Seniority

31.1 Seniority Defined

The term “seniority” as used herein shall mean an employee’s rank with respect to other members of the bargaining unit for the application of the personnel preferences described in this Agreement.

31.2 Establishing Seniority

Employees who were members of PSE bargaining units prior to July 1, 2005, will retain the seniority they have accumulated prior to that date. For employees entering PSE bargaining units after July 1, 2005, the seniority date will be the date the employee commenced regular employment in a Western Washington University (Western) classified position, after adjustments described in Subsections 31.4 and 31.5. A Civil Service-exempt employee who enters a PSE-- represented unit will receive seniority credits for the time they spent in any prior University classified position (s), subject to the adjustments described in Subsections 31.4, 31.5 and 31.6.

31.3 Unit Wide Seniority

Seniority in the PSE non-supervisory unit and the PSE supervisory unit shall be interchangeable.

31.4 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:

- A. Cyclic employees will not have their seniority dates adjusted because of their regularly scheduled period(s) of unpaid leave.
- B. 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.

- C. Employees will maintain their seniority date during a period of unpaid military leave as required by applicable law.

31.5 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.

31.6 Transfer to a Civil Service-Exempt University Position

Bargaining unit members who move to a Civil Service-exempt position at the University, either voluntarily or involuntarily, will retain the seniority they held at the time of movement for one (1) year.

31.7 Seniority Ties

All seniority ties will be broken by lot. The affected employees will be present when a representative from Human Resources, along with the President of the local PSE chapter or a representative, perform this procedure.

31.8 Seniority Preferences, Strict Seniority

The employee with the earliest seniority date (greatest seniority) shall have preferential rights regarding the following personnel actions: shift selection, vacation periods, and special service hours (including overtime and the right to refuse overtime). These rights shall, however, be applicable only within individual departments or job assignments in which bargaining unit members are ordinarily considered to be fungible.

With regards to vacation scheduling, the intent of this subsection is that senior employees have preferential but not absolute rights to vacation requests for days surrounding major holidays. Individual departments may develop and implement reasonable rules to insure an equitable approach to vacation scheduling surrounding major holidays.

31.9 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 Employer's Human Resources Department with their current contact information, including mailing and email address. Employees in layoff status will be notified by email about job openings within the bargaining unit.

31.10 Veterans Layoff Credits

For the purposes of layoffs, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans, to the surviving spouse of a veteran or the veteran's surviving domestic partner as defined by RCW 26.60.020 and 26.60.030, as provided for in RCW 41.06.133.

Article 32 Reduction in Force/Layoff

32.1 Reduction in Force

The Employer will determine the basis for, extent, effective date and length of layoffs. A reduction of regularly scheduled hours of a position will be considered a layoff and will permit an employee to exercise layoff rights.

32.2 Employee Notifications

A permanent status employee shall receive at least thirty (30) calendar 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.

Employees subject to Reduction in Force, having options for continued employment, shall be provided with a copy of the job description for the option position(s) and the name of the immediate supervisor(s).

Employees shall be allowed a reasonable time to review and/or discuss the options with the potential new supervisor(s) and the ~~Director-AVP~~ of Human Resources, or designee. In the event there are no options available, the ~~Director-AVP~~ of Human Resources, or designee, shall provide the employee with information regarding the layoff list and procedures for recall from it.

32.3 Probationary Employees

Employees with permanent status will not be separated from state service through a layoff action without first being offered positions they have the skills and abilities to perform within their current job classification within the layoff unit currently held by probationary employees.

32.4 Layoff Options

- A. When an employee is designated for layoff, the Employer will determine if the employee possesses the required skills and abilities for the position and the comparability (including, but not limited to classification, work hours, FTE, and geographic location) of the position. The Employer may require updated information from the employee regarding their current skills and abilities. Available options will be ranked in descending order as described below. Employees will be provided with the highest-ranked option and, if available, the highest-ranked available option that involves a vacant position. Employees may elect the option involving a vacant position when such an option is available:

1. A funded vacant position for which the employee has the skills and abilities, within their current job classification.
2. A funded filled position for which the employee has the skills and abilities, within their current job classification that is held by an employee with less seniority. The search for this option begins with the position held by the least senior employee in the classification and continues upwards in terms of seniority until the search reaches a position occupied by an employee with equal or greater seniority to that of the employee who is being laid off. Bumping options should be examined using the following scenario as a guide:

Example:

Employees A, B, C and D are all Communication Consultant 2's and they are all in the same layoff unit. Employee A is the most senior, Then Employee B, C and D respectively. Due to the lack of funding in the program, Employee A's position is being eliminated and Employee A is being laid off.

To determine if Employee A has a "bump" option provided for in Article 32.4.A.2 the following occurs:

First, examine the least senior Communication Consultant 2's position (Employee D) to determine if Employee A has the skills and abilities for the position. If Employee A does not have the required skills and abilities for the position held by Employee D, Employee A cannot bump Employee D.

Next, examine the next least senior Communication Consultant 2's position (Employee C) to determine if Employee A has the skills and abilities for the position. If Employee A does not have the required skills and abilities for the position held by Employee C, Employee A cannot bump Employee C.

Next, examine the next least senior Communication Consultant 2's position (Employee B) to determine if Employee A has the skills and abilities for the position. If Employee A has the skills and abilities for the position held by Employee B, Employee A can bump into Employee B's position.

3. A funded vacant position for which the employee has the skills and abilities, in the lower job classification within the same job classification series.
4. A funded filled position for which the employee has the skills and abilities, in the lower job classification within the same job classification series held by an employee with less seniority. The search for this option begins with the position held by the least senior employee in the classification and continues upwards in terms of seniority until the search reaches a position occupied by an employee with equal or greater seniority to that of the employee who is being laid off.

5. A funded vacant position for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status.
 6. A funded filled position for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status held by an employee with less seniority. The search for this option begins with the position held by the least senior employee in the classification and continues upwards in terms of seniority until the search reaches a position occupied by an employee with equal or greater seniority to that of the employee who is being laid off.
 7. A funded vacant position within their bargaining unit, at the same or lower salary range as their current permanent position, for which the employee has professionally demonstrated the skills and abilities, in writing. "Professionally demonstrated skills and abilities" is defined by work experience and/or related education and/or training that is comparable to required qualifications as stated in the current desk description. The employee need not have previously held permanent status in this classification.
- B. In options 1 and 2 above, if the funded position being offered to an employee scheduled for layoff is less than a comparable position, the designated laid-off employee may accept the offer or be offered an additional option, as specified above.

32.5 Project Employee Layoff Rights

- A. Project employees designated for layoff shall have layoff rights within their project. Options will be determined using the procedure outlined in Article 32.4 above with the exception of Sub-Article 32.4.A.7.
- B. Permanent status employees who left regular classified positions to accept project employment without a break in service have layoff rights based on the job classification in which they held permanent status immediately prior to accepting project employment.

32.6 Layoff Lists

- A. Layoff lists for bargaining unit positions shall be kept by each job classification with employees ranked by seniority. The names of permanent employees who have been laid off shall be placed on layoff lists for jobs in which they held permanent status and all lower positions in the class series which the employee was laid off within PSE bargaining units. Additionally, if an employee selects an option to layoff which is not comparable to the job classification held at the time of layoff, as determined by Human Resources, the employee may request placement on the layoff list for the job classification held at the time of layoff.
- B. If an employee accepts a position from the layoff list that is less than the FTE the employee held at the time of placement on the layoff list, and that employee is still active on the

layoff list, then if that employee is subsequently laid off from the lesser FTE position, their bumping rights are to a position at the same FTE as that of their layoff list status.

- C. Employees will remain on the layoff list for up to three (3) years. However, an employee who is offered a comparable position and refuses the offer will have their name removed from the appropriate layoff list after three (3) refusals.
- D. When a vacancy occurs and where there are names on the appropriate layoff list, the Employer will consider laid-off employees in accordance with Article 27, who have the skills and abilities to perform the duties of the position to be filled regardless of appointment percentage or FTE.
- E. When the Employer intends to accomplish work with a temporary appointment, requiring ten (10) working days or more in a month, the Employer will offer the temporary appointment to the employee on the layoff list who was performing that work prior to their layoff. If the temporary appointment requires work for less than ten (10) days in a month, the Employer will give first consideration to those individuals on the layoff list who previously performed the work prior to their layoff. The provisions of this subsection do not apply to employees who have been on the layoff list for more than one (1) year. Refusal to accept a temporary appointment does not remove the individual from the layoff list. Acceptance of a temporary appointment will not remove the individual from the layoff list.

32.7 Reinstatement of Benefits Following Layoff

If an employee accepts appointment into a position from the layoff list, the Employer will pay the employee the salary they received prior to layoff unless that salary is greater than the top step of the new range, in which case the employee will be placed at the top step of the new range. An employee appointed from a layoff list shall be credited with sick leave and seniority accrued at the time of layoff.

Article 33 Temporary Appointment

33.1 Temporary Appointments

The Employer may make temporary appointments. Individuals in temporary appointments (including, if permitted by the State, non-permanent appointments) are limited to terms of service as provided by applicable State civil service rule.

A. Represented Individuals

Excluding students, individuals in temporary appointments who work between three hundred fifty (350) hours and one thousand fifty (1,050) hours ~~in the past twelve (12) month period, as defined in the Public Employment Relations Commission's (PERC) decisions 9989 and 9990 or as subsequently modified by PERC,~~ who are members of the bargaining units identified in Appendix A represented by PSE, are governed by the specific

terms of this Article. Unless identified in Section 33.6, below, no other Articles in this Agreement apply to represented individuals.

B. Non-Represented Individuals

All other individuals, including students, in temporary appointments who work less than one thousand fifty (1,050) hours in the past twelve (12) month period defined above are not covered by this Agreement.

The Employer may petition the Director of the Department of Personnel for approval of exceptions to the applicable civil service rules limiting temporary appointments. The Employer will provide PSE with a copy of the petition.

33.2 Compensation

- A. New temporary employees will be assigned a starting salary on the appropriate classification salary grid.
- B. In the event of a general salary increase covering the salary schedule for classified employees is implemented, or the temporary employee reports to work at a work site covered by regional compensation as described in Section 25.15, such general salary increases and/or regional compensation shall apply to the temporary employees assigned to that salary grid.

33.3 Overtime-Eligible Employees Hours of Work and Overtime

The Employer will assign the hours of work for overtime-eligible represented individuals. All hours worked in excess of forty (40) hours in a seven (7) day workweek ~~constitutes~~ constitute overtime. Overtime hours will be compensated at a rate of one and one-half (1 ½) times the overtime-eligible represented individual's regular rate of pay.

33.4 Release Time for Interviews

Paid release time may be granted to represented individuals during the individuals scheduled work hours for the purposes of interviewing for positions within Western Washington University.

~~Medical Appointment/Absence~~

~~The employer may provide a temporary employee with a flexible schedule to accommodate a medical appointment or absence.~~

33.5 Paid Sick Leave

Overtime-eligible, represented individuals will accrue and may use paid sick leave in accordance with applicable law.

33.6 Seniority Credit and Use of Vacation Leave

A temporary employee performing the full scope of duties will receive credit toward their seniority date, and credit toward the six (6) month requirement for use of vacation leave described in Article 18.3 for time worked if hired into the same position and same department.

33.7 Probationary Period

If a temporary employee is hired as a permanent employee into the same position and same department without a break in service, the employee will serve a probationary period as described in Section 30.1; provided that the combined length of the employee's temporary service, probationary period and any extensions of the probationary period will not exceed twelve (12) months.

33.8 Other Provisions

The following articles in this Agreement apply to represented individuals:

- A. Childcare;
- B. Union Membership and ~~Check-Off~~Dues Deduction;
- C. Employee Assistance Program;
- D. Scope of Agreement;
- E. Labor/Management Committee;
- F. Management Rights;
- G. Non-discrimination and Affirmative Action;
- H. Parking;
- I. Personnel Files;
- J. Health and Safety;
- K. Term of Agreement;
- L. Authorized Per Diem and Mileage; and
- M. Uniforms and Equipment.

33.9 Grievance

For the purposes of this Section, a grievance is defined as an allegation by a represented individual or group of represented individuals that there has been a violation, misapplication, or misinterpretation, of a provision of this Agreement that is applicable to represented individuals.

A. The provisions of Article 37, Grievance Procedure, apply to represented individuals as follows:

37.1 Applies in its entirety

37.2 Applies in its entirety

37.2 through 37.5 Applies in its entirety

37.6 Step 1 Applies in its entirety

37.6 Step 2 Applies in its entirety

The remainder of Article 37, Grievance Procedure, does not apply.

Article 34 Performance Evaluation and Coaching

34.1 Overview

Employee work performance will be evaluated during probationary and trial service periods and annually thereafter. 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.

34.2 ~~34.2~~ Probationary Period Progress Evaluation

Probationary employees shall receive coaching, as described in Section 34.3, and a performance evaluation to discuss the employee's progress in the job during the probationary period. Immediate supervisors will meet with employees at the start of their review period to discuss performance expectations. Employees will receive a written copy of their performance expectations as well as written notification of any modifications made during the review period.

34.3 ~~34.3~~ Coaching

Coaching, job-related instruction, open clear communications, and clear job performance expectations are vital to employee success. Coaching, including informal discussions between the employee and supervisor, is an ongoing element of professional growth and performance management. Supervisors may follow coaching discussions with an action plan for additional development.

34.4 ~~34.4~~ 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 Employer, 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.

34.5 ~~34.5~~ 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 such factors as initiative, job knowledge, follow-through, effectiveness, professionalism, attitude and judgment. Employee performance evaluations shall not be used to initiate personnel actions such as transfers, promotions, or discipline. The specific contents of performance evaluations are not subject to the grievance procedure in Article 37.

34.6 ~~34.6~~ Performance Issues

Performance issues should be brought to the attention of the employee at the time the supervisor becomes aware of the issue(s) in order to give the employee the opportunity to address the concern with the supervisor in a timely manner. The University supports the resolution of performance issues through corrective action and, where appropriate, progressive discipline as described in Article 36. Generally, corrective action is a preferred starting point to resolving performance issues. Supervisors may follow up with written documentation of the performance issue, including any performance improvement plan. Corrective action and performance improvement plans are not considered disciplinary actions.

34.7 ~~34.7~~ Unsatisfactory Level of Performance

All performance evaluations reflecting an unsatisfactory level of performance in one (1) 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 conference with the employee and the immediate supervisor, until such time as the problem causing the unsatisfactory performance review has been resolved. When the immediate supervisor determines that the employee has improved their performance to a satisfactory level, a written acknowledgement of that fact will be attached to the evaluation at issue.

Article 35 Personnel Files

35.1 Maintenance of Personnel Files

The Employer shall maintain in the Human Resources Department one (1) personnel file for each employee. The personnel file shall contain information pertinent to an employee's qualifications, record of employment and other information required for business and legal purposes. Access to and use of information in the employee's personnel file shall be restricted to a business or legal purpose. Materials derived from any unknown sources will be excluded from the personnel file. Performance, corrective action or disciplinary documents relating to the employee that are not included in the official personnel file may not be used as evidence in any grievance arbitration regarding discipline of the employee.

35.2 Employee Right to Review

Each employee shall have the right to review the entire contents of their personnel file. Such review shall be in the presence of a Human Resources representative during business hours. During the review, an official or representative of PSE may be present, and the employee may initial and photocopy any material in the file. With such authorization as is required by law, a PSE staff representative, or PSE employee representative, may review an employee's file. The Employer may charge a fee, equivalent to what the University charges for a public records request, for copying any materials beyond the first copy requested by the employee or their representative.

35.3 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 within five (5) days of its insertion.

35.4 Written Rebuttals

An employee may, at any time, submit for inclusion in the personnel file, a written rebuttal or comment regarding materials placed in their file.

35.5 Removal of Material

An employee may request that the ~~Director~~AVP of Human Resources remove or destroy material that the employee believe to be false, frivolous, irrelevant, or to have been improperly included in the 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 employee's files and destroyed, however, the information may be retained if the employee requests that the information is kept in their file; or retained by the Employer in a legal defense file if the information is related to pending legal action or legal actions may reasonably be expected to result.

35.6 Public Disclosure

When documents contained in a unit employee's official personnel file are subject to a public disclosure request by the general public, other government agencies or any other person under RCW 42.56, the Employer shall take the following actions prior to disclosure:

- A. Promptly notify affected employee(s) of the request.
- B. Provide a copy of the requested document(s) to the affected employee(s), if they so desire.
- C. Provide an opportunity to the affected employee(s), within seventy-two (72) hours of notification, to consult with the Employer on the public disclosure request.
- D. Upon consultation with the Employer, the employee may request an additional five (5) calendar days in which to seek an injunction preventing provision of the documents to the requesting party.

35.7 Supervisor Working Files

Supervisors may keep working files regarding employees. Documents in the supervisor's working file must be dated and may be kept only as long as they have a reasonable bearing on the employee's performance, but in no event longer than two (2) years.

35.8 Medical Information Files

Any health and medical information which is obtained by the Employer must be maintained in a separate, confidential file. Access to this information by the Employer's personnel will be strictly limited to those persons with a legitimate business or legal need to know. Employees will not be requested to sign a general or unlimited waiver of medical confidentiality.

Article 36 Discipline and Discharge

36.1 Cause for Discipline

All disciplinary actions for employees who have successfully completed their probation period shall be for just cause. The Employer may discipline or discharge an employee during the probation period without recourse to the grievance procedure; provided that employees who are discharged during their probation period shall be entitled upon request to an exit interview during which the employee may ask the Employer to reconsider its decision.

36.2 Progressive Discipline

- A. Use of Progressive Discipline

Disciplinary action shall be progressive in nature, and may include written reprimand, suspension, reduction in pay, demotion or discharge. The Employer shall

tailor discipline to respond to the nature and severity of the offense, as well as the employee's prior disciplinary record. Oral or written corrective action is not discipline.

B. Discipline for Serious Misconduct

Consistent with the principles of progressive discipline, the Employer may suspend, reduce pay, demote or discharge an employee for a first offense in circumstances of serious misconduct.

36.3 Investigations

A. Representation

Prior to any investigatory interview which could result in discipline, the affected employee shall be informed that they have the right to Union representation. Upon request, the employee shall be permitted a reasonable period of time to arrange for participation of a PSE representative or bargaining unit shop steward, as is appropriate and timely to the situation.

B. Duty to Cooperate

Employees have an obligation to cooperate with investigations conducted by the Employer. Failure to do so may be considered insubordination and may be grounds for discipline.

C. Meetings

Investigatory interviews and other meetings related to disciplinary action shall be conducted on the employee's paid time and, unless the circumstances otherwise require, during an employee's regularly scheduled work time.

D. Administrative Leave

The Employer may, at its discretion, place employees on paid administrative leave during disciplinary investigations. Employees on such paid administrative leave must remain available during their normal hours of work. Paid administrative leave is not discipline and is not subject to the grievance procedure.

36.4 Pre-Disciplinary Procedure

If the Employer intends to impose discipline that involves a loss of pay or termination of employment, the following pre-disciplinary procedure shall apply:

A. Notice of Intent to Discipline

The Employer shall inform the employee and PSE of the proposed discipline in writing. The written notice shall describe the event or conduct with sufficient particularity to permit the employee to understand the reason for the proposed discipline and to respond to any charges. The notice will also inform the employee of the right to PSE representation at a Pre-Disciplinary Meeting. The written notice will be furnished directly to the employee during employee's working hours or, if this is not possible, sent by certified mail to the employee's last known address.

B. Request for Information

Upon request, an employee or PSE will be provided with copies of any documents or witness statements upon which the Employer is relying for the proposed disciplinary action. No disciplinary action will be implemented based solely on anonymous charges or complaints.

C. Pre-Disciplinary Meeting

The Employer will schedule a Pre-Disciplinary Meeting to permit the employee to respond to a notice of intent to discipline. At the beginning of any Pre-Disciplinary Meeting, the Employer will describe its proposed discipline and the reasons for issuing the proposed discipline.

D. Disciplinary Decision

No later than fourteen (14) calendar days after the close of the Pre-Disciplinary Meeting, the Employer shall inform the employee and PSE of its decision in writing. The written notice will include the specific cause for any discipline issued, and will inform the employee of their right to grieve. If the disciplinary decision involves a suspension or a permanent reduction in pay, the notice will set an effective date for the disciplinary action of at least fifteen (15) calendar days from the date the notice was prepared.

36.5 Job Abandonment

An employee who is absent without approval or contact for more than three (3) consecutive workdays will be presumed to have abandoned their position, and will be notified in writing of the Employer's intent to terminate their employment. The written notice will provide a reasonable timeline during which the employee may respond to the notice.

36.6 Preemption by Title IX Processes and Procedures

Pursuant to Title IX of the Education Amendments Act of 1972, institutions of higher education are required to develop policies and procedures to prevent and respond to sexual violence and to train, properly process, investigate, and adjudicate sexual misconduct allegations. The University's policies

and procedures incorporate specific requirements of the federal law and regulations governing processing of complaints, conducting investigations and adjudications, imposing disciplinary sanctions, and resolving appeals. Where provisions of this Agreement relating to discipline and appeals of discipline decisions conflict with policies and procedures adopted by the University to comply with federal laws and regulations, the University policies and procedures preempt the conflicting provisions of this Agreement.

36.7 Grievance of Discipline or Discharge

A. Corrective Action.

Oral or written corrective action may not be challenged through the grievance procedure.

B. Title IX Disciplinary Decisions.

Any disciplinary decision reached through the University's Title IX policies and procedures, described in Section 36.6 above, may not be challenged through the grievance procedure.

C. Grievances of Final Disciplinary Decisions.

Except as provided in paragraph B above, permanent employees may challenge all final discipline or discharge decisions, including terminations due to job abandonment, through the grievance procedure; provided that written reprimands may not be grieved beyond Step 2 of the grievance procedure. However, if an employee receives three (3) or more written reprimands from the same supervisor within a twelve (12) month period; then the third and all subsequent 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 written reprimand.

Article 37 Grievance and Procedure

37.1 Dispute Resolution

PSE and the Employer 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.

37.2 Grievance Defined

- A. A grievance is a dispute between the Employer and PSE, an employee, or a group of employees as to the interpretation, application or violation of any terms or provisions of this Agreement.

- B. Grievances shall be presented on a form mutually agreed upon by the Parties.
- C. No newly alleged violations and/or remedies may be made after the initial written grievance is filed, except by written mutual agreement.
- D. If the Employer provides the requested remedy or mutually agreed upon alternative, the grievance will be considered resolved and may not be moved to the next step.
- E. If resolved or withdrawn, said grievance cannot be resubmitted.
- F. Release time will be provided to grievants and PSE representatives in accordance with the Agreement.

37.3 Time Limits

- A. Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If PSE, on behalf of the employee(s), fails to act or respond within the specified time limits, the grievance will be considered waived. If the Employer fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.
- B. Days are calendar days and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday, or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday.
- C. Transmittal of grievances, appeals, and responses will be in writing.

37.4 Filing a Grievance

Grievances may be filed by PSE on behalf of an employee or group of employees. If PSE does so, it will set forth the name of the employee or the names of the group of employees. Employees may be represented by PSE in any meetings scheduled by the Employer to discuss a pending or threatened grievance as provided for in this Article 37.

37.5 Informal Discussion

Employees are encouraged to attempt to resolve complaints through informal discussion with their supervisors prior to filing a grievance.

37.6 Process

A. Step 1

Regardless of the status of any informal discussions between an employee and their supervisor, PSE, on behalf of the aggrieved employee(s), shall submit the grievance in writing to the Department Head or designee within twenty-eight (28) calendar days of the events giving rise to the grievance, or the date the employee(s) or PSE

knew or could reasonably have been expected to know of such events. The written statement shall include 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 respond to the grievance in writing within fourteen (14) calendar days of its receipt.

B. Step 2

Should Step 1 fail to resolve the grievance, PSE shall, within fourteen (14) calendar days after receipt of the Department Head's or designee's response, submit the grievance in writing to the ~~Director~~ AVP of Human Resources. The ~~Director~~ AVP of Human Resources shall respond in writing within fourteen (14) calendar days following receipt of PSE's grievance.

1. Option of Mediation

Upon mutual agreement, the parties may elect to suspend deadlines on a grievance that has proceeded to Step 2 of the grievance procedure while the matter is submitted to voluntary mediation. Requests for mediation shall be filed through the Public Employees Relations Commission (PERC). Meetings will be held at a mutually agreeable location. If the parties are unable to reach agreement to conduct mediation or if the matter is not resolved during mediation, PSE may, within fourteen (14) calendar days, request a Pre-Arbitration (PARM) Review or file a demand to arbitrate the matter.

C. Step 3 – Pre-Arbitration Review

If the grievance is not resolved at Step 2 or mediation, PSE may request a pre-arbitration review (with a copy of the grievance and all responses attached). It will be filed with the ~~Director~~ AVP of Human Resources or their designee within fourteen (14) calendar days of receipt of the Step 2 decision or conclusion of mediation. Within fourteen (14) calendar days of the receipt of the pre-arbitration demand, the Employer will discuss the need to schedule a pre-arbitration review meeting with PSE. If agreed, the Employer and PSE will meet within thirty (30) days to review and attempt to settle the dispute. The grievant may be available for consultation, if necessary.

If the matter is not resolved at a pre-arbitration meeting, or if the Employer rejects the request for a pre-arbitration meeting in writing, PSE will submit a written demand for arbitration to the ~~Director~~ AVP of Human Resources or their designee within fourteen (14) calendar days of the pre-arbitration meeting or the Employer's rejection of the meeting request.

D. Step 4 – Arbitration

The Parties shall confer and attempt to agree on a neutral arbitrator. If no agreement has been reached within fourteen (14) calendar days of PSE's request to arbitrate, and PSE wishes to pursue the grievance, PSE shall request a list of eleven (11) arbitrators from the AAA. The list will be requested within fourteen (14) calendar days of the parties' conference regarding a neutral arbitrator. It will be limited to arbitrators from Washington and/or Oregon. Within fourteen (14) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives will confer to select an arbitrator. The parties will each strike five (5) arbitrators from the list in an alternating order, and the remaining arbitrator will hear the dispute. The party exercising the first strike will be the loser of a flip of a coin.

1. The arbitrator will take testimony, hear arguments on and decide issues of arbitrability before the first day of arbitration at a time agreed to by the parties, through written briefs, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.
2. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and their power shall be limited to interpretation or application of the express terms of this Agreement.
3. The Arbitrator shall issue written decision to the parties within thirty (30) days of the close of the hearing or the submission of post-hearing briefs, whichever is later. The decision shall be final, conclusive and binding on the Employer, PSE and the employee(s); provided that the decision does not include action by the arbitrator beyond their jurisdiction.
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, and all awards shall be reduced by any replacement compensation received by the employee.
5. When an employee is subpoenaed as a witness on behalf of PSE in an arbitration case, the employee may appear without loss of pay if the employee appears during their work time; provided the testimony given is relevant and related to their job function or involves matters they have witnessed. Every effort will be made to avoid the presentation of repetitive witnesses.
6. Except as provided in Section E above, each party shall pay the compensation and expenses (including travel and any per diem expenses) for its own representatives and witnesses, including attorneys' fees. The parties will share equally the costs and expenses of the arbitrator and the cost of a hearing room if the hearing is conducted in a neutral location.

7. Either party may choose to use a court reporter at an arbitration hearing. If that party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for one-half (1/2) of the costs of the fee for the court reporter, the original transcript and a copy.
8. If, after the arbitrator issues the award, either party files a motion with the arbitrator for reconsideration, the moving party will bear the additional expenses of the arbitrator.

37.7 Removal of Documents

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 employee's files and destroyed; however, the information may be retained if the employee requests that the information is kept in their file, or retained by the Employer in a legal defense file if the information is related to pending legal action or legal action may reasonably be expected to result.

37.8 No Retaliation

Employees shall not be disciplined for participating in grievances filed under this Article.

Article 38 Job Contracting/Bargaining Unit Integrity

38.1 Contracting for Services

- A. The Employer may contract for services customarily and historically performed by employees only as permitted by RCW 41.06.142 and WAC 236-5 1, and as authorized by applicable law existing prior to July 1, 2005.
- B. "Contracting out" occurs when the work is transferred to employees of another employer.
- C. Prior to contracting out for services customarily and historically performed by bargaining unit members, ~~Western the University~~ shall:
 1. Notify the Union of the intent to contract services except that, in the event of emergencies or mandated conditions requiring immediate implementation, Western will notify PSE within three (3) days.
 2. Satisfy any collective bargaining obligation under RCW 41.80. PSE shall have twenty-one (21) calendar days from receipt of the written notice to request negotiations. The request must be in writing and sent to the AVP of Human Resources ~~Director~~ or their designee. Unless otherwise agreed, the parties will begin bargaining within thirty (30) calendar days of the receipt of the request to

bargain. If PSE does not request negotiations within twenty-one (21) calendar days, the Employer may purchase services without bargaining.

38.2 Removal of Bargaining Unit Work

- A. Prior to any permanent assignment of PSE bargaining unit work, as that term is defined and interpreted by the Public Employment Relations Commission (“PERC”), to University employees outside the bargaining unit, the University shall:
1. Notify the Union of its intent to assign bargaining unit work outside of the bargaining unit.
 2. Satisfy any collective bargaining obligation under RCW 41.80. PSE shall have twenty-one (21) calendar days from receipt of the written notice to request negotiations. The request must be in writing and sent to the AVP of Human Resources Director or their designee. Unless otherwise agreed, the parties will begin bargaining within thirty (30) calendar days of the receipt of the request to bargain. If PSE does not request negotiations within twenty-one (21) calendar days, the Employer may implement its proposal without bargaining.
- B. If the Union becomes aware that employees outside of the bargaining unit have been assigned bargaining unit work, as that term is defined and interpreted by the Public Employment Relations Commission (“PERC”), the Union may request negotiation of the assignment of such work and the University shall satisfy any collective bargaining obligation under RCW 41.80. PSE shall have twenty-one (21) calendar days from the date they received notice of such assignment to request negotiations. The request must be in writing and sent to the AVP of Human Resources or their designee. Unless otherwise agreed, the parties will begin bargaining within thirty (30) calendar days of the receipt of the request to bargain. If PSE does not request negotiations within twenty-one (21) calendar days, the assignment of work may be implemented without bargaining.

~~The Union may request negotiation of the assignment of such work and the University shall satisfy any collective bargaining obligation under RCW 41.80. PSE shall have twenty-one (21) calendar days from the date they received notice of such assignment to request negotiations. The request must be in writing and sent to the Human Resources Director or their designee. Unless otherwise agreed, the parties will begin bargaining within thirty (30) calendar days of the receipt of the request to bargain. If PSE does not request negotiations within twenty-one (21) calendar days, the assignment of work may be implemented without bargaining.~~

Article 39

Training and Development

39.1 Development and Training Program

The Employer agrees to establish and maintain a budgeted program related to job and promotional training.

39.2 Employee Requests for Training

Employees may submit a request for training to their supervisors. Training requests may be aimed at improving the employee's ability to perform job duties, or preparing the employee for promotional opportunities. Requests will be considered based on operational needs and budget considerations. An employee whose request for training is denied will be informed of the reason for the denial. If requested by the employee, the rationale for denying a training request will be provided in writing within five (5) working days. Training and professional development goals may be identified by the supervisor and/or employee as part of the employee's onboarding and performance review processes.

39.3 Approved Training Time and Expenses

Time spent in training approved by the Employer shall be considered work time. Time spent in travel related to training will be compensated in accordance with state and federal law. Travel or other expenses incurred as a result of approved training will be reimbursed in ~~accord~~accordance with guidelines established by the state Office of Financial Management.

39.4 Tuition Waiver Program

The Employer recognizes the value of education in the 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 Employer's tuition waiver program as provided in RCW 28B.15.558.

Article 40

Licensure and Certification

40.1 License and Certification Fees

If the Employer requires licensure or certification as a requirement of an employee's position, it will pay the cost of obtaining and maintaining that license or certification. Employees may request, and supervisors may authorize, payment of the costs of maintaining a license or certification identified as a preferred qualification for their position.

40.2 Continuing Education for Required Licenses and Certifications

Employees will be permitted to use work time to complete continuing education requirements associated with required licensure or certification. With advance supervisory approval, the Employer will pay the costs associated with continuing education requirements.

Article 41 Travel

41.1 Travel Expense Reimbursement

Allowable travel expenses including mileage, meals and accommodations that are incurred when approved to travel for the performance of official duties shall be reimbursed up to approved per diem rates in accordance with Washington State law/regulations and University policies and practices.

41.2 Use of Personal Vehicle

Employees who use their personal vehicle for business purposes because an Employer vehicle is not readily available will be reimbursed for mileage and parking fees incurred during such use.

Article 42 Parking and Transportation

42.1 Alternate Means of Transportation

The Employer will continue to encourage but not require employees covered by this Agreement to use alternate means of transportation to commute to and from work in order to reduce traffic congestion, improve air quality and reduce the need for parking. The Employer will cover the costs for employees to ride Whatcom Transportation Authority and Skagit Transit buses using their Western card.

42.2 Commute Trip Reduction

The Employer may provide trip reduction incentives and other Commute Trip Reduction (CTR) programs consistent with the Western CTR program and available resources.

42.3 Parking Rates

- A. The Employer's parking rates for the term of this Agreement will be as provided in Appendix B.
- B. ~~Parking rates shall be established by the Employer based on recommendations from the Parking Transportation Advisory Committee. The Employer's parking rates will be as provided in Appendix B. If, as a result of a recommendation by the Parking~~ The Employer will establish and maintain a Parking and Transportation Advisory Committee, (with representation from PSE), parking rates are proposed to be increased, the to make recommendations about future parking rate increases. PSE will be given the option to name a representative to the Committee. The Employer will satisfy its collective bargaining obligation as outlined in Article 48.5 prior to implementing any future increases. However, parking rates charged to employees will not be increased by a percentage more than that of any general wage increase for all PSE employees.

- C. In the event another represented group of university employees, not covered by this Agreement, is permitted to purchase employee-parking permits at a lower rate, the lower rate will automatically be applied to employees covered by this Agreement.

Article 43 Employee Assistance

43.1 Employee Assistance Program

The Employer will continue to offer an Employer-paid Employee Assistance Program for all employees covered by this Agreement. This program will be available to any employee covered by this Agreement and their immediate family as defined in this Agreement. Employees can request adjustments in their schedule to allow access to the services of the Employee Assistance Program.

Article 44 Childcare

The Employer and PSE recognize that family life has a significant impact upon employees' work lives. The Employer agrees to provide bargaining unit employees with access to the [Childcare Child](#) Development Center on the same basis as any non-student in the Western Community.

Article 45 Uniforms and Equipment

45.1 Cost of Uniform or Safety Equipment

The Employer shall provide and maintain, at no cost to the employee, any uniform or safety equipment required by the Employer, OSHA, WISHA, L&I or other controlling authority.

45.2 Employer Provided Equipment

The Employer will provide employees with required safety devices, personal protective equipment and apparel, including safety glasses, hearing protection, gloves, hard hats, and face shields.

45.3 Safety Shoes Allowance

The Employer will provide an allowance sufficient to purchase safety shoes to those employees required to wear safety shoes. Employees who, for reasons of personal preference, choose a model of safety shoe that costs more than the Employer-provided allowance must pay any additional cost associated with their choice of shoe.

45.4 Cleaning

The Employer will make available a cleaning service for cleaning Employer-required safety clothing.

45.5 Cost of Tools or Equipment

The Employer shall provide employees, at no cost, all tools and equipment required to perform their duties.

Article 46 Health and Safety

46.1 Responsibility for Safety

The Employer, employees and PSE share responsibility for workplace safety. The Employer will provide a work environment that complies with applicable safety standards established by the Washington Industrial Safety and Health Act (WISHA) or other controlling authority.

Employees may request through their supervisors an assessment of their position and/or work station to address exposure to hazards, ergonomic issues and/or other safety issues. Such assessments will be conducted by the Employer's Environmental Health and Safety staff. Recommendations for alterations to a job or work station identified during an assessment will be shared in writing with the affected employee, their supervisor and PSE.

The Employer shall endeavor to provide proper desks, chairs, and other appropriate equipment for workstations equipped with computers. Employees will be trained in the proper use of equipment to maximize operator comfort and efficiency.

Employees will comply with all safety practices and standards established by the Employer, including rules requiring that employees wear and/or use provided safety devices, personal protective equipment and apparel. Employees must report damaged or missing safety equipment or other potentially unsafe practices or conditions to their supervisor as soon as reasonably possible.

PSE will work cooperatively with the Employer on safety-related matters and encourage employees to work in a safe manner.

46.2 Unsafe Assignments

Employees who are given an assignment that they reasonably believe will be detrimental to their health shall immediately notify their supervisor. The employee will not be required to perform the alleged unsafe assignment until the matter has been reviewed by Environmental Health and Safety staff, a union representative and the employee's supervisor or a higher level supervisor. The employee will be provided with a signed written report containing the results of the review. If such a review does not resolve the matter, it may be referred to the Director of Environmental Health and Safety or the Department of Labor and Industries for resolution.

46.3 Unsafe Work Areas

In the event the Employer determines that an employee's work area is unsafe, or that the employee is being or has been exposed to hazardous levels of fumes, chemicals, or other

substances the Employer 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.

46.4 Hazardous Materials

Employees shall be responsible for handling hazardous materials in accordance with all governmental regulations and Employer policies regarding such materials. The Employer shall provide employees with appropriate training regarding hazardous materials used in the employee's work.

46.5 Excessive Heat Conditions

Employee concerns over excessive heat at their work locations should be reported and will be addressed according to University policies and procedures. In the event that adjustments cannot be made to ensure that the work location meets reasonable standards of heat and climate control, the University will consider temporarily relocating the employee, adjusting their schedule or taking other mitigation measures until the heat issues resolve.

46.6 Safety Training

The Employer will provide employees with appropriate training regarding the identification of hazards they confront as part of their work responsibilities, and the proper way to address or eliminate risks posed by those hazards.

46.7 Facilities

Adequate lunchrooms, washrooms and toilet facilities will be provided and available for use of employees, regardless of gender. These facilities are not to be used for any other purpose (e.g., storage, office space, etc.) which would render them inadequate.

46.8 Smoking and Using Vaporizing Devices Policy

Employees and the Employer are expected to comply with University Policy POL-U5950.12, Smoking or Using Vaporizing Devices, and RCW 70.160.

46.9 Disputes Regarding Safety Issues

Employees may, through PSE, challenge safety issues through the grievance procedure, or through a complaint to the Department of Labor and Industries, but not both.

Article 47

Voluntary Employees Beneficiary Association (VEBA)

47.1 Maintenance of VEBA Plan

The Employer will maintain its Voluntary Employees' Beneficiary Association medical expense plan during the term of this Agreement. All eligible employees who retire during a calendar year

will participate in the VEBA plan unless a majority of retirement eligible employees determines through a majority vote that they do not wish to participate in the VEBA plan during that calendar year. In the event of a tie, the default for the calendar year will follow the determination from the prior calendar year. Eligibility to vote, and procedures for voting to determine participation in the VEBA plan will be determined according to the Employer's Voluntary Employees' Beneficiary Association medical expense plan procedures.

Article 48 Scope of Agreement

48.1 Relationship to WAC 357

This Agreement supersedes all provisions of WAC 357 not expressly incorporated by reference in this Agreement.

48.2 Relationship to Employer Policies

This Agreement supersedes specific provisions of Employer policy with which it conflicts. Absent such a conflict, employees will be subject to all Employer policies.

48.3 Severability

If any article, section, or provision of this Agreement is held unlawful by a court or administrative agency of competent jurisdiction, such holding or judgment shall be confined to the article, section or provision of this Agreement directly specified in the holding or judgment. The remainder of the Agreement shall remain in full force and effect. As soon as practical following any ruling invalidating a provision of this Agreement, the parties will meet to negotiate regarding a substitute provision.

48.4 Reopening Process

This Agreement may be reopened during its term by the mutual agreement of both parties. All requests for reopening negotiations regarding an issue shall be in writing and shall specify items proposed for consideration.

48.5 Bargaining Regarding Changes to Mandatory Subjects

- A. Except as provided in this Agreement or by applicable law, the Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify PSE, with a copy to the Local President and the field representative, of the proposed changes and PSE may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. In the event PSE does not request discussions and/or negotiations within twenty-one (21) calendar days, the Employer may implement the changes without further discussions and/or negotiations. Unless otherwise agreed, the parties will begin bargaining within thirty (30) calendar days of the receipt of the request to bargain. If PSE does request

discussions and/or negotiations, the Employer will bargain in good faith until an agreement is reached or the parties reach impasse. Upon mutual agreement, the parties may participate in mediation over unresolved issues. The Employer will not implement its proposed change unless the parties have reached impasse and have completed any agreed to mediation. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify PSE as soon as possible.

- B. The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities.

Article 49 No Strike/No Lockout

49.1 No Strike, Slowdown, Work Stoppage or Lockout

There shall be no strike, slowdown, work stoppage or lockout of any kind during the term of this Agreement. PSE agrees to take any and all action necessary to direct employees to return to work in the event of action taken in violation of this Section. Participation in any strike, slowdown or other work stoppage shall be grounds for discharge.

49.2 Picket Lines

~~49.2~~ Any action of an employee in refusing to cross, for their ~~her~~ own personal safety, a picket line at the University's premises in case of an officially declared and recognized strike by another employee union representing employees working for the University, shall not constitute a violation of this Article, provided that such a decision shall be made freely by the employee without coercion by either the University or the Union, provided further that nothing herein shall preclude the University from continuing to operate the University with or without temporary replacement personnel. If an employee chooses to not cross a picket line under this provision, and chooses to not be or cannot be reassigned to an alternate work location, the employee must report time the employee is absent from work as either vacation leave, paid compensatory leave, or leave without pay.

Article 50 Term of Agreement

50.1 Term and Duration

The term of this Agreement shall be the date it is fully ratified through June 30, ~~2023~~2025; provided that if this Agreement expires while negotiations between the parties are underway for a successor agreement, the terms and conditions of this Agreement will remain in effect until the earlier of the date a successor agreement becomes effective or midnight June 30, ~~2024~~2026.

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this ___ day of _____, ~~2021~~2022.

For Public School Employees of Washington
Western Washington University:

President, Western Chapter

For Western Washington University:

~~Chyerl Wolfe-Lee~~

Dennis Defa

Associate Vice President for Human Resources

Appendix A Bargaining Units Represented by Public School Employees of Washington

Bargaining Unit D (BUD)

Non-supervisory civil service employees of Western Washington University who oversee student workers performing office-clerical and administrative support functions, excluding confidential employees, internal auditors, supervisors, employees in other bargaining units, and employees historically excluded by orders of the Washington Personnel Board and its predecessors.

and

Supervisory civil service employees of Western Washington University who supervise civil service employees performing office-clerical and administrative support functions, excluding confidential employees, internal auditors, non-supervisory employees, employees in other bargaining units, and employees historically excluded by orders of the Washington Personnel Resources Board or its predecessors.

Professional And Technical Employees Bargaining Unit (~~Pte~~“PTE”)

All full-time and regular part-time professional and technical employees of Western Washington University, excluding supervisors and employees excluded from the coverage of the state civil service law.

Job Titles

The following job titles are in use as of July 1, 2010. This list is for descriptive purposes only and does not mean that the jobs will continue to exist nor is it intended to be all inclusive or limit the scope of the bargaining units as identified in this Appendix A by excluding new, modified, or overlooked classifications performing duties similar in nature to duties historically performed by members of the bargaining units. If the job title has a common abbreviation for use in Western’s Banner HR System, the abbreviation will follow the title.

Bargaining Unit D:

Job Title

Administrative Services Manager A	<i>(Admin Services Manager A)</i>
Administrative Services Manager B	<i>(Admin Services Manager B)</i>
Administrative Assistant 3	
Administrative Assistant 4	
Bookstore Manager	
Assistant Central Services Supervisor 1	
Fiscal Analyst 4	
Fiscal Specialist Supervisor Fiscal Technician Supervisor Grant and Contract Supervisor	

~~Information Technology Specialist 4~~ ~~(Information Technology Spec 4)~~
 Instructional/Classroom Support Technician 4 (Instruct/Clstrm Support Tech 4)
 Library/Archives Paraprofessional 4
 Library/Archives Paraprofessional 5
 Library/Archives Paraprofessional 6
 Office Support Supervisor 1
 Office Support Supervisor 2
 Parking Supervisor 1
 Procurement and Supply Specialist 4
 Program Manager A
 Program Manager B
 Program Support Supervisor 1
 Program Support Supervisor 2
 Research Technologist Supervisor (Research Technologist Sup)
 Secretary Supervisor
 Speech Pathology/Audiology Specialist 3 (Speech Path/Audio Spec 3)
 Sports Equipment Manager 2

Professional And Technical Employees Bargaining Unit:

Job Title

Architect 2
 Biomedical Electronics Technician Lead (Biomedical Electronics Tech Ld)
 Budget Analyst 2
 Budget Analyst 3
 Budget Analyst 4
 Commerce Specialist 3
 Communication Consultant 2
 Communication Consultant 3
 Construction Project Coordinator 2
 Construction Project Coordinator 3
 Early Childhood Program Specialist 2 (Early Childhood Program Spec 2)
 Early Childhood Program Specialist 3 (Early Childhood Program Spec 3)
 Engineering Technician 2 (Engineering Tech 2)
 Engineering Technician Lead Facilities Engineer 2
 Facilities Engineer 3
 Facilities Planner 1
 Fire Protection Engineer Fiscal Analyst 1
 Fiscal Analyst 2
 Grant and Contract Specialist
 Graphic Designer
 Industrial Hygienist 3
~~Information Technology Technician 2~~ ~~(Information Technology Tech 2)~~
~~Information Technology Specialist 1~~ ~~(Information Technology Spec 1)~~
~~Information Technology Specialist 2~~ ~~(Information Technology Spec 2)~~
~~Information Technology Specialist 4~~ ~~(Information Technology Spec 4)~~ Instructional/Classroom
 Support Technician 2 (Instruct/Clstrm Support Tech 2)
 Instructional/Classroom Support Technician 3 (Instruct/Clstrm Support Tech 3)

Interior Designer
 Library/Archival Professional 3
 Library/Archival Professional 1
 Library/Archives Paraprofessional 3 – Library Material Conservation Specialist Library/Archives
 Paraprofessional 6
 Licensed Practical Nurse 2
 Management Analyst 3
 Management Analyst 4
 Marine Technologist 1
 Mechanical Engineer 3
 Media Engineer B Medical Assistant
 Preservation & Museum Specialist 2 *(Preservation & Museum Spec 2)*
 Preservation & Museum Specialist 3 *(Preservation & Museum Spec 3)*
 Procurement & Supply Specialist 1 *(Procurement & Supply Spec 1)*
 Procurement & Supply Specialist 2 *(Procurement & Supply Spec 2)*
 Procurement & Supply Specialist 3 *(Procurement & Supply Spec 3)*
 Program Specialist 2
 Recreation & Athletics Specialist 2 *(Recreation & Athletics Spec 2)*
 Registered Nurse 2
 Research Analyst 1
 Research Analyst 2
 Research Analyst 3
 Research Analyst 4
 Research Technologist 2
 Research Technologist 3
 Safety Officer 2
 Safety Officer 3
 Sewing & Alterations Specialist 3 *(Sewing & Alterations Spec 3)*
 Speech Pathology/Audiology Specialist 1 *(Speech Path/Audio Spec 1)*
 Speech Pathology/Audiology Specialist 2 *(Speech Path/Audio Spec 2)*
 Speech Pathology/Audiology Specialist 3 *(Speech Path/Audio Spec 3)*
 Stage Manager
 Sports Equipment Manager

**Appendix B
Parking Rates**

	<u>FY18 Rate</u>	<u>FY19 Increase</u>	<u>FY19 Rate</u>	<u>FY20 Increase</u>	<u>FY20 Rate</u>	<u>FY21 Increase</u>	<u>FY21 Rate</u>	<u>FY24 Increase</u>	<u>FY24 Rate</u>	<u>FY25 Increase</u>	<u>FY25 Rate</u>
	-	-	-	-	-	-	-	-	-	-	-
G Lots											
Quarter	\$102	\$3	\$105	\$3	\$108	\$3	\$111	\$8	\$119	\$6	\$125
Academic	\$306	\$9	\$315	\$9	\$324	\$10	\$334	\$23	\$357	\$18	\$375
Annual	\$390	\$12	\$402	\$12	\$414	\$12	\$426	\$32	\$458	\$23	\$481
Summer	\$85	\$3	\$88	\$3	\$91	\$3	\$94	\$7	\$101	\$5	\$106
A-lots Afterhours Quarterly											
	-	\$0	-	\$0	-	-	-	-	-	-	-
Quarter	\$90	\$3	\$93	\$3	\$96	\$3	\$99	\$7	\$106	\$5	\$111
Academic	\$268	\$8	\$276	\$8	\$284	\$9	\$293	\$25	\$318	\$15	\$333
Annual	\$340	\$10	\$350	\$11	\$361	\$11	\$372	\$31	\$403	\$19	\$422
Summer	\$73	\$2	\$75	\$2	\$77	\$2	\$79	\$6	\$85	\$4	\$89
Motorcycle											
Quarter	\$19	\$1	\$20	\$1	\$21	\$1	\$22	\$2	\$23	\$1	\$24
Academic	\$55	\$2	\$57	\$2	\$59	\$2	\$61	\$8	\$69	\$3	\$72
Annual	\$69	\$2	\$71	\$2	\$73	\$2	\$75	\$13	\$88	\$4	\$92
Summer	\$15	\$0	\$15	\$1	\$16	\$0	\$16	\$1	\$19	\$1	\$20
G Lot Half-Time											
Quarter	\$51	\$2	\$53	\$2	\$55	\$2	\$57	\$4	\$62	\$3	\$65
Academic	\$153	\$5	\$158	\$5	\$163	\$5	\$168	\$17	\$186	\$9	\$195
Annual	\$195	\$6	\$201	\$6	\$207	\$6	\$213	\$21	\$234	\$12	\$246
Summer	\$42	\$1	\$43	\$1	\$44	\$1	\$45	\$3	\$48	\$2	\$51

	FY18 Rate	FY19 Increase	FY19 Rate	FY20 Increase	FY20 Rate	FY21 Increase	FY21 Rate	FY24 Increase	FY24 Rate	FY25 Increase	FY25 Rate
A Half -Time	-	-	-	-	-	-	-	-	-	-	-
Quarter	\$45	\$1	\$46	\$1	\$47	\$1	\$48	\$3	\$50	\$3	\$53
Academic	\$134	\$4	\$138	\$4	\$142	\$4	\$146	\$4	\$150	\$9	\$159
Annual	\$170	\$5	\$175	\$5	\$180	\$5	\$185	\$8	\$193	\$11	\$204
Summer	\$37	\$1	\$38	\$1	\$39	\$1	\$40	\$3	\$43	\$2	\$45
After Hours											
Per hour	\$1	\$0.50	\$1.50	\$0.50	\$2.00	\$0	\$2.00				
G Carpool	-	-	-	-	-	-	-	-	-	-	-
Quarter	\$81	\$10	\$91	\$10	\$101	\$10	\$111	\$8	\$119	\$6	\$125
Academic	\$243	\$30	\$273	\$30	\$303	\$31	\$334	\$23	\$357	\$18	\$375
Annual	\$309	\$39	\$348	\$39	\$387	\$39	\$426	\$32	\$458	\$23	\$481
Summer	\$66	\$9	\$75	\$9	\$84	\$9	\$93	\$7	\$101	\$5	\$106
A Carpool	-	-	-	-	-	-	-	-	-	-	-
Quarter	\$99	\$7	\$106	\$5							\$111
Academic	\$293	\$25	\$318	\$15							\$333
Annual	\$372	\$31	\$403	\$19							\$422
Summer	\$79	\$6	\$85	\$4							\$89
Pay-by-day	-	-	-	-	-	-	-	-	-	-	-
Daily	\$3	\$0.25	\$3.25	\$0.00							\$3.25
Commuter Pack	-	-	-	-	-	-	-	-	-	-	-
10 Qty (one per qtr.)	\$22	\$8	\$30	\$10	\$40	\$10	\$50	\$2	\$34	\$2	\$36
Lincoln Creek	-	-	-	-	-	-	-	-	-	-	-
Quarter	\$26	\$1	\$27	\$1	\$28	\$1	\$29	\$2	\$31	\$2	\$33
Annual	\$93	\$3	\$96	\$3	\$99	\$3	\$102	\$7	\$109	\$5	\$115

	<u>FY18</u> <u>Rate</u>	<u>FY19</u> <u>Increase</u>	<u>FY19</u> <u>Rate</u>	<u>FY20</u> <u>Increase</u>	<u>FY20</u> <u>Rate</u>	<u>FY21</u> <u>Increase</u>	<u>FY21</u> <u>Rate</u>	<u>FY24</u> <u>Increase</u>	<u>FY24</u> <u>Rate</u>	<u>FY25</u> <u>Increase</u>	<u>FY25</u> <u>Rate</u>
<u>HourlyPersonal Reserved</u>	\$1	\$0	\$1	\$0	\$1	\$1	\$2	-	-	-	-
<u>DailyAnnual</u>	\$5	\$0	\$5	\$0	\$5	\$1	\$69 73	\$68	\$1,0 41	\$52	\$1,0 93

Appendix C

Insert Health Benefits Agreement by and between the State of Washington and the Coalition of Unions.

| ~~4859-0634-7040~~4883-1323-9859, v. 41

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa by Vice President Joyce Lopes, Business and Financial Affairs

DATE: September 29, 2022

SUBJECT: **Approval of Collective Bargaining Agreement between Western Washington University and Washington Federation of State Employees (WFSE) for 2023-2025**

PURPOSE: Action Item

Purpose of Submittal:

Approval of the Collective Bargaining Agreement between Western Washington University and the Washington Federation of State Employees (WFSE) for July 1, 2023 through June 30, 2025.

Proposed Motion:

MOVED that the Board of Trustees of Western Washington University, upon the recommendation of the President, approve the Collective Bargaining Agreement between Western Washington University and the Washington Federation of State Employees (WFSE) for July 1, 2023 through June 30, 2025.

Supporting Information:

A Collective Bargaining Agreement was reached with the WWU collective bargaining team and the Washington Federation of State Employees (WFSE) on September 12, 2022. The Agreement was ratified by the membership on September 23, 2022.



~~2021~~ – 2023 – 2025

**Collective Bargaining Agreement
By and Between**

Western Washington University

And

**Washington Federation
of State Employees**

Effective

July 1, ~~2021-2023~~ through June 30, ~~2023~~2025



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PREAMBLE

This Agreement is made and entered into by Western Washington University (Western), referred to as the “Employer,” or “University” and the Washington Federation of State Employees (WFSE), AFSCME Council 28, AFL-CIO, referred to as the “Union.”

It is the intent of the parties to establish harmonious employment relations through mutual cooperation, provide fair treatment to all employees, promote the mission of the University, recognize the value of all employees and the necessary work they perform, to determine wages, hours and other terms and conditions of employment, and provide methods for prompt resolution of disputes. The Preamble is not subject to the grievance procedure in Article 30.

ARTICLE 1 UNION RECOGNITION

- 1.1 The University recognizes the Union as the exclusive bargaining representative for the employees described below.
- 1.2 This Agreement covers the employees in the bargaining units listed below, but does not cover any uniformed personnel or other statutorily-excluded positions. The titles listed below are for descriptive purposes only.

Non-Supervisory Office/Clerical (BUA)	PERC Decision 10437
Non-Supervisory Operations (BUB)	PERC Decision 13188
Supervisory Operations (BUE)	PERC Decision 13189

- 1.3 If the Public Employment Relations Commission (PERC) certifies the Union as the exclusive bargaining representative during the term of this Agreement for a bargaining unit of nonuniformed, classified employees of the University, or accretes new positions into a bargaining unit described in Section 1.2, the terms of this Agreement will apply.

ARTICLE 2 NON-DISCRIMINATION

- 2.1 The University is committed to maintaining a community that values equity and justice, and respect for the rights and dignity of others.
- 2.2 Under this Agreement, neither party will discriminate against employees on the basis of race (RCW 49.60.040), color, creed, religion, national origin, sex (including pregnancy and parenting status), disability, age, veteran/military status, disabled veteran, honorably discharged veteran, sexual orientation, gender identity and/or expression, marital status, status as a victim of domestic violence, sexual assault or stalking, genetic identity/expression/information, political affiliation, union membership, any real or perceived sensory, mental or physical disability, or because of the participation or lack of participation in union activities. Otherwise lawful, bona fide occupational qualifications based on the above traits do not violate this Section.

- 2.3 Employees who feel they have been the subjects of discrimination and/or harassment based on a characteristic listed in Section 2.2 including sexual harassment, are encouraged to address these issues and seek resolution. Employees are encouraged to inform their supervisor or other management staff, if they feel comfortable doing so, and seek assistance from the Equal Opportunity (EO) Office, which provides both informal and formal resolution processes. In cases where an employee files both a union grievance and an internal Equal Opportunity Office discrimination complaint regarding the same alleged discrimination, the union grievance will be suspended until the internal EO complaint process has been completed. Following completion of the internal EO complaint process, the Union may request the union grievance process be continued. Such request must be made within twenty-one (21) calendar days of the employee and the Union being notified in writing of the findings of the internal complaint.
- 2.4 Both parties agree that unlawful harassment or bullying will not be tolerated.
- 2.5 Both parties agree that nothing in this Agreement will prevent the implementation of an approved affirmative action plan.
- 2.6 Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint with the Washington State Human Rights Commission, the Office for Civil Rights of the U.S. Department of Education, the Equal Employment Opportunity Commission, or other relevant civil rights agencies.

ARTICLE 3 WORKPLACE BEHAVIOR

- 3.1 The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not promote the University's business, employee well-being, or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.
- 3.2 Inappropriate workplace behavior, including harassment or bullying as described in Article 2, by employees, supervisors and/or managers will not be tolerated. If an employee and/or the employee's union representative believes the employee has been subjected to inappropriate workplace behavior, the employee and/or the employee's representative is encouraged to report this behavior to the employee's supervisor, a manager in the employee's chain of command and/or the Human Resources Office. The University will treat any report seriously, investigate the reported behavior in a timely manner and will determine if corrective or disciplinary action is appropriate and necessary. The employee and/or ~~union representative~~ Union will be provided with an update on the status of the investigation upon request, and will be notified upon conclusion of the investigation.
- 3.3 Retaliation against employees who make a workplace behavior complaint, or witnesses who provide information regarding such a complaint, will not be tolerated. The University will investigate reports of retaliation in a timely manner and will determine if corrective or

disciplinary action is appropriate and necessary. The employee and/or Union will be provided with an update on the status of the investigation upon request, and will be notified upon conclusion of the investigation.

3.4 The procedural aspects of this Article (defined below) are subject to the grievance procedure up to Step 2:

Did or did not investigate

Did or did not determine if discipline is appropriate and necessary

Did or did not notify the employee and/or union

Did or did not fulfill the obligations of this Article in a timely fashion

ARTICLE 4 HIRING AND APPOINTMENTS

4.1 Filling Positions

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.

A. Definitions:

1. A full-time appointment is an appointment to a position scheduled to work forty (40) hours in one work week.
2. A part-time appointment is an appointment to a position scheduled to work less than full-time, but more than twenty (20) hours in a workweek.
3. **Permanent Employee.** A benefits-eligible (.5 FTE or greater) bargaining unit employee who has successfully passed the probationary period of employment and is employed by the University on a permanent basis.
4. **Internal Candidate.** A bargaining unit employee currently employed by the University on a permanent basis.
5. **Qualified Candidate.** A qualified candidate meets or exceeds the required job qualifications for the position, as specified in the job posting and position description (a.k.a. desk description), and determined by Human Resources to possess the skills, knowledge, and abilities for the position. Internal candidates who are determined to not qualify under this provision may request and will be provided a written explanation for their disqualification, including the specific qualifications and/or requirements the candidate did not meet.

- B. Filling Positions, Excluding Law Enforcement Positions. When a bargaining unit position represented by WFSE becomes available that the University intends to fill, the University will consider qualified candidates in the order specified below:
1. **Layoff/Recall Candidates.** The University will offer the position to the most senior, qualified candidate on the layoff/recall list for the job classification, in accordance with Article 35, Layoff and Recall.
 2. **Internal Posting of Vacancy.** If there are no qualified layoff/recall candidates for the position, the University will post the position for a minimum of seven (7) calendar days on an internal-only basis. The posting will include a description of the work to be performed and the requirements of the position, rate of pay, and shift.
 3. **Internal Candidates.** During the seven (7) day posting internal candidates may apply.
 4. **Filling the Position with a Qualified Internal Candidate.** If there are qualified internal candidates, the internal candidates will be interviewed and one of the internal candidates will be hired. Internal candidates not hired under the provision may request and will be provided an explanation.
 5. **Open-Competitive Posting of Vacancy.** If the position is not filled by the process above, the University may post and fill the position on an open competitive basis. Candidate pools may be utilized for a period of up to six (6) months.
- C. The University will establish an application process for internal promotions and transfers. Consideration will be limited to employees who have the skills and abilities required for a position.
- D. The University will establish a posting process that takes into consideration employee accessibility issues to electronic and hard copy notifications, as well as geographical issues.

4.2 Types of Appointment

- A. Regular Employment. The Employer may fill a position with a regular employment appointment for positions scheduled to work twelve (12) months per year.
- B. Cyclic Year Employment. The Employer may fill a position with a cyclic year appointment for positions scheduled to work less than twelve (12) full months each year, due to known, recurring periods in the annual cycle when the position is not needed. At least fifteen (15) days before the start of each annual cycle, incumbents of cyclic year positions will be informed, in writing, of their scheduled periods of leave without pay in the ensuing cycle. Such periods of leave without pay will not constitute a break in service.

When additional work is required of a cyclic position during a period for which the position was scheduled for leave without pay, the temporary work will be offered to the incumbent. The incumbent will be allowed at least three (3) working days in which to accept or decline the offer. Should the incumbent decline the work, it will be offered to other cyclic employees, in the same classification, with the necessary skills and abilities, in order of seniority, before being filled by other means.

C. Project Employment.

1. The Employer may appoint employees into project positions for which employment is contingent upon state, federal, local, grant, or other special funding of specific and of time-limited duration. The Employer will notify the employees, in writing, of the expected ending date of the project employment.
2. Employees who have entered into project employment without previously attaining permanent status will serve a probationary period. Employees will gain permanent project status upon successful completion of their probationary period.
3. Employees with permanent project status will serve a trial service period when they:
 - a. Promote to another job classification within the project; or
 - b. Transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.
4. The Employer may consider project employees with permanent project status for transfer, voluntary demotion, or promotion to non-project positions. Employees will serve a trial service period upon transfer, voluntary demotion, or promotion to a non-project position.
5. When the Employer converts a project appointment into a permanent appointment, the employee will serve a probationary or trial service period.
6. The layoff and recall rights of project employees will be in accordance with the provisions in Article 35, Layoff and Recall.

D. In-Training Employment.

1. The Employer may designate specific positions, groups of positions, or all positions in a job classification or series as in-training. The Employer will document the training program, including a description and length of the program. The Employer will discuss any proposed in-training series at a Joint Labor-Management Committee meeting prior to implementation.

2. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The Employer may separate from classified service any employee who has completed the probationary period for an in-training appointment but does not successfully complete the subsequent trial service periods required by the in-training program. Employees who are not successful may be separated at any time with three (3) working days' notice from the Employer.

If the Employer fails to provide three (3) working days' notice, the separation will stand and the employee will be entitled to payment of salary for up to three (3) working days, which the employee would have worked had notice been given. Under no circumstances will notice deficiencies result in an employee gaining status in the in-training position. The separation of an employee will not be subject to the grievance procedure in Article 30.

3. An employee with permanent status who accepts an in-training appointment will serve a trial service period or periods, depending on the requirements of the in-training program. The Employer may revert an employee who does not successfully complete the trial service period or periods at any time with three (3) working days' notice.

If the Employer fails to provide three (3) working days' notice, the reversion will stand and the employee will be entitled to payment of the difference in salary for up to three (3) working days, which the employee would have worked at the higher level if notice had been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status in the in-training position.

The employee's reversion right will be to the job classification that the employee held permanent status in prior to their in-training appointment, in accordance with Subsections 4.5 B.3 and 4.5 B.4 of this Article.

4. A trial service period may be required for each level of the in-training appointment, or the entire in-training appointment may be designated as the trial service period. The Employer will determine the length of the trial service period or periods to be served by an employee in an in-training appointment.
5. If a trial service period is required for each level of the in-training appointment, the employee will attain permanent status upon successful completion of the training program at each level.
6. If the entire in-training program—meaning all levels within the in-training appointment—is designated as a trial service period, the employee will attain permanent status upon successful completion of the training requirements for the entire in-training program.

4.3 Employee Status

- A. Classified Service. An employee will attain permanent status in the classified service upon completion of a probationary review period. For positions designated in-training, Article 4.2 D will govern when permanent status is attained.
- B. Job Classification. Employees will attain permanent status in a job classification upon their successful completion of a probationary, trial service, or transition review period.

4.4 Certification of Applicants

The University will determine the number of applicants to be certified to the hiring official for consideration. All employees on the internal layoff list for the classification, and all promotional, transfer and voluntary demotion candidates, who have the skills and abilities to perform the duties of the position will be certified and will be considered by the Employer, prior to consideration of other candidates.

4.5 Review Periods

A. Probationary Period

1. Every permanent employee, whether part-time or full-time, following their initial appointment to a permanent position, will serve a probationary period of six (6) months. The Employer may extend the probationary period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months.
2. The Employer may separate a probationary employee at any time during the probationary period, whether or not the Employer has evaluated the probationary employee. The Employer will provide the employee one (1) working days' written notice prior to the effective date of the separation.

If the Employer fails to provide one (1) working days' notice, the separation will stand and the employee will be entitled to payment of salary for up to one (1) working day, which the employee would have worked had notice been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status. The separation of a probationary employee will not be subject to the grievance procedure in Article 30.

3. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.
4. An employee who transfers, promotes or voluntarily demotes prior to completing thier initial probationary period will serve a new probationary period. The length of the new probationary period will be in accordance with Subsection 4.5 A.1, unless adjusted by the Employer for time already

served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.

B. Trial Service Period

1. Except for those employees in an in-training appointment, all other employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for which they have not previously attained permanent status, will serve a trial service period of six (6) consecutive months. The Employer may extend the trial service period for an individual employee or for all employees in a class as long as the extension does not cause the total trial service period to exceed twelve (12) months.
2. An employee moving to a different position within the same job classification that requires different skills and abilities may be required to serve a trial service period. Employees in an in-training appointment will follow the provisions outlined in Article 4.2 D.
3. Employees serving a trial service period will have their trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.
4. With three (3) working days' written notice by the University, an employee who does not successfully complete their trial service period will be offered a funded position that is:
 - a. Vacant and is within the trial service employee's previously held job classification; or
 - b. Vacant at or below the employee's previous salary range.

In either case, the employee being reverted must have the skills and abilities required for the vacant position. If the employee has not attained permanent status in the vacant position, the employee will be required to complete a trial service period.

If the University fails to provide three (3) working days' notice, the reversion will stand and the employee will be entitled to payment of the difference in the salary for up to three (3) working days, which the employee would have worked at the higher level if notice had been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status in the higher classification.

5. Employees who have no reversion options or do not revert to the classification they held prior to the trial service period may request the

Human Resources Office to place their names on the layoff list for positions in job classifications where they had previously attained permanent status.

6. An employee serving a trial service period may voluntarily revert to their former position within sixty (60) calendar days after the appointment, provided that the position has not been filled or an offer has not been made to an applicant. The University may consider requests after the sixty (60) day period. After sixty (60) days, an employee serving a trial service period may voluntarily revert at any time to a vacant position that is:
 - a. Within the employee's previously held job classification; or
 - b. At or below the employee's previous salary range.

If the employee has not attained permanent status in the job classification, the employee will be required to complete a trial service period.

The reversion of an employee who is unsuccessful during their trial service period is not subject to the grievance procedure in Article ~~3031~~.

- C. Transition Review Period. In accordance with Article ~~3536~~, Layoff and Recall, the University may require an employee to complete a transition review period.

ARTICLE 5 TEMPORARY APPOINTMENTS

5.1 Temporary Appointments

The Employer may make temporary appointments in accord with WAC 357-04. ~~Individuals—Unless otherwise permitted by applicable law and regulation, individuals~~ in temporary appointments are limited to a single appointment of no more than one thousand fifty (1,050) hours of work ~~in any twelve (12) consecutive month period from the individual's original date of hire~~.

- A. Represented Individuals. Excluding students, individuals in temporary appointments who work between three hundred fifty (350) hours and one thousand fifty (1,050) hours ~~during any consecutive twelve (12) month period~~ who are members of the bargaining units identified in Article 1 represented by the Union, are governed by the specific terms of this Article. Unless identified in Section ~~5.8~~ or 5.9, 5.10 or 5.11, below, no other Articles in this Agreement apply to represented individuals.
- B. Non-Represented Individuals. All other individuals, including students, in temporary appointments who work less than one thousand fifty (1,050) hours during any consecutive twelve (12) month period are not covered by this Agreement.

The Employer may petition the Director of the Department of Personnel for approval of exceptions to the one thousand fifty (1,050) hour threshold specified above. The Employer will provide the Union with a copy of the petition.

5.2 Compensation

The Employer will compensate represented individuals according to their range assignment, as identified on the Washington State HR Classified Job Listing. The University will provide to represented temporary employees the same percentage general wage increases that it provides to other represented employees, as specified by Sections 43.1.A. and B Section 44.1, and the regional compensation it provides to other represented employees, as specified by Section 44.20.

5.3 Hours of Work and Overtime

The Employer will assign the hours of work for represented individuals. All hours worked in excess of forty (40) hours in a seven (7) day workweek constitutes overtime. Overtime hours will be compensated at a rate of one and one-half (1-1/2) times the represented individual's regular rate of pay.

5.4 Release Time for Interviews

Release time will be granted to represented individuals for the purposes of interviewing for positions within the University.

5.5 Paid Sick Leave

Overtime-eligible, represented individuals will accrue and may use paid sick leave in accordance with applicable law.

5.6 Probationary Period

If a temporary is hired as a permanent employee into the same position and the same department without a break in service, the employee will serve a probationary period as described Section 4.5.A; provided that the combined length of the employee's temporary service, probationary period and any extensions of probationary period will not exceed twelve (12) months.

5.7 Suspended Operations

If the University President or designee determines that the public health, property or safety is jeopardized and it is advisable due to emergency conditions to suspend the operation of all or any portion of the University, the following will govern represented individuals:

- A. When prior notice has not been given, represented individuals released until further notice after reporting to work will be compensated for hours worked on the first day of suspended operations.

- B. Represented individuals who are not required to work during suspended operations may request and may be granted a schedule change during their workweek.
- C. Represented individuals who are required to work during suspended operations will receive their regular hourly rate for work performed during the period of suspended operation. Overtime worked during suspended operations will be compensated in accordance with Section 5.3, above.

5.8 Remedial Action

- A. If a represented individual has worked more than one thousand fifty (1,050) hours in the twelve (12) month period from the individual’s original date of hire, they may request remedial action from the Director of the Department of Personnel in accordance with WAC 357-49. Following the Director’s review of the remedial action request, an individual may file exceptions to the Director’s decision in accordance with WAC 357.
- B. Remedial action is not subject to the provisions of the grievance procedure specified in Section ~~5.105.12~~, below.

5.9 Privacy and Off-Duty Conduct

- A. Employees have the right to confidentiality related to personal information and personnel issues to the extent provided/allowed by law. The Employer, the Union and the employees will take appropriate steps to maintain such confidentiality.
- B. Employees will report all arrests and any court-imposed sanctions or conditions that affect their ability to perform assigned duties to the Human Resources Office within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

5.10 Reasonable Accommodation

Sections ~~34.1-35.1~~ through ~~34.4-35.4~~ of Article ~~3435~~, Reasonable Accommodation and Disability Separation, apply to represented individuals.

5.11 Other Provisions

The following Articles in this Agreement apply to represented individuals:

- Article 2 Non-Discrimination
- Article 3 Workplace Behavior
- Article ~~2021~~ Safety and Health
- Article ~~2422~~ Uniforms, Tools and Equipment
- Article ~~2223~~ Drug and Alcohol Free Workplace
- Article ~~2324~~ Travel
- Article ~~2425~~ Commute Trip Reduction and Parking
- Article ~~2526~~ Licensure and Certification
- Article ~~3132~~ Legal Defense

Article 32 33	Employee Assistance Program
Article 33 34	Employee Files
Article 36 37	Management Rights
Article 37 38	Mandatory Subjects
Article 38 39	Joint Labor-Management Committee
Article 40 41	Union Activities
Article 41 42	Union Dues Deduction and Status Reports
Article 46 47	Childcare Centers
Article 47 48	Employee Lounge Facilities
Article 48 49	Strikes
Article 52 53	Entire Agreement
Article 53 54	Savings Clause
Article 54 55	Printing of Agreement
Article 55 56	Term of Agreement

5.12 Grievance

For the purposes of this Section, a grievance is defined as an allegation by a represented individual or group of represented individuals that there has been a violation, misapplication, or misinterpretation, of a provision of this Agreement that is applicable to represented individuals.

The provisions of Article ~~30~~31, Grievance Procedure, apply to represented individuals as follows:

30.1 31.1	Applies in its entirety.
30.2 31.2	A does not apply.
30.2 31.2	B-O apply in their entirety.
30.3 31.3	A applies in its entirety.
30.3 31.3	B does not apply.
30.3 31.3	C, Step 1 applies in its entirety.
30.3 31.3	C, Step 2 applies in its entirety.
30.3 31.3	C, Step 3 applies in its entirety.
30.3 31.3	C, Step 4 is the final step in the grievance process and applies in its entirety.

The remainder of Article ~~30~~31, Grievance Procedure, does not apply.

ARTICLE 6 PERFORMANCE EVALUATION

6.1 Objective

The performance evaluation process gives a supervisor an opportunity to discuss performance goals with their employee and assess and review their performance with regard to those goals. Supervisors can then provide support to the employee in their professional development, so that skills and abilities can be aligned with the University's

mission and goals. Performance problems should be brought to the attention of the employee at the time of the occurrence to give them an opportunity to address the issue.

6.2 Evaluation Process

- A. The immediate supervisor will meet with an employee at the start of their employment and as part of the annual review period-process to discuss performance expectations for the next review period. The employee will receive copies of their performance expectations as well as notification of any modifications made during the review period. Employee work performance will be evaluated during probationary, trial service and transition review periods and at least annually thereafter. Notification will be given to a probationary or trial service employee whose work performance is determined to be unsatisfactory.
- B. The supervisor will discuss the evaluation with the employee. The employee will have the opportunity to provide feedback on the evaluation. The discussion may include such topics as:
 - 1. Reviewing the employee's performance;
 - 2. Identifying ways the employee may improve their performance;
 - 3. Updating the employee's position description, if necessary;
 - 4. Identifying performance goals and expectations for the next appraisal period; and
 - 5. Identifying employee training and development needs.
- C. The performance evaluation process will include, but not be limited to, a written performance evaluation on forms used by the Employer, the employee's signature acknowledging receipt of the forms, and any comments by the employee. A copy of the performance evaluation will be provided to the employee at the time of the review. A copy of the final performance evaluation, including any employee or reviewer comments, will be provided to the employee. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.
- D. If an employee disagrees with their performance evaluation, the employee has the right to attach a rebuttal.
- E. The performance evaluation process is subject to the grievance procedure in Article 30. The specific content of a performance evaluation is not subject to the grievance procedure.
- F. Performance evaluations will not be used to initiate personnel actions such as transfer, promotion, or discipline.

6.3 Training on performance evaluations will be offered to all bargaining unit employees.

ARTICLE 7 HOURS OF WORK

7.1 Definitions

- A. Full-time Employees. Employees who are scheduled to work forty (40) hours per workweek.
- B. Part-time Employees. Employees who are scheduled to work less than forty (40) hours per workweek.
- C. Work Schedules. Workweeks and work shifts of different numbers of hours may be established by the University in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.
- D. Work Shift. The hours an employee is scheduled to work each workday in a workweek.
- E. Workday. One (1) of seven (7) consecutive, twenty-four (24) hour periods in a workweek.
- F. Workweek. A regularly re-occurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will normally begin at 12:01 a.m. on Monday and end at 12:00 midnight the following Sunday or as otherwise designated by the appointing authority. If there is a change in their workweek, employees will be given written notification by the appointing authority or their designee.

7.2 Determination

The University will continue to designate all bargaining unit A, B, and E positions as overtime-eligible. If there is a change in the overtime eligibility designation for an employee's position, the University will provide the Union and the employee with written notification of the change.

7.3 Work Schedules

- A. Work Schedules
 - 1. Regular Work Schedules. The regular work schedule for full-time overtime-eligible employees will consist of five (5) consecutive and uniformly scheduled days of eight (8) hours of work in a seven (7) day period. Uniformly scheduled means a daily repetition of the same working hours and weekly repetition of the same working days. The University will determine the starting and ending times and work days based on the requirements of the position and operational needs. The University may change the regular work schedule with prior notice to the employee as described in Sub-section B below.

2. Alternate Work Schedules. Employees may be assigned to workweeks and work shifts of different lengths in order to meet business and customer service needs, as part of WWU's sustainability initiative or in response to an employee request as long as the work schedules comply with federal and state law. For full-time employees, alternate work schedules will contain two (2) consecutive days off unless the University and the employee mutually agree to an alternate schedule without two consecutive days off. The University may change the alternate work schedule in accordance with Article 7.3B. When there is a holiday, employees may be required to switch from their alternate work schedules to regular work schedules.

B. Schedule Changes

1. Temporary Schedule Changes. Employees' workweeks and/or work schedules may be temporarily changed with prior notice from the University. A temporary schedule change is defined as a change lasting twenty-one (21) calendar days or less. Overtime-eligible employees will receive five (5) calendar days' written and verbal notice of any temporary schedule change. The day that notification is given is considered the first day of notice. Notice will normally be given to the affected employees during their scheduled working hours. If an affected employee is on extended leave, notice may be sent to the employee's last known address. In the event a scheduled employee is assigned a temporary schedule change with less than five (5) calendar days' notice for reasons other than the employee's request, the employee will be given the option to work their regular schedule in addition to the modified schedule.
2. Permanent Schedule Changes. Employees' workweeks and work schedules may be permanently changed with prior notice from the Employer. Employees will receive ten (10) calendar days' written notice of a permanent schedule change. The day notification is given is considered the first day of notice. Notice will normally be given to the affected employees during their scheduled working hours. If an affected employee is on extended leave, notice may be sent to the employee's last known address.
3. Emergency Schedule Changes. The Employer may adjust an employee's workweek and work schedule without prior notice in emergencies or unforeseen operational needs.
4. Employee-Requested Schedule Changes. Employees' workweeks and work schedules may be changed at the employee's request and with the Employer's approval, provided the Employer's business and customer service needs are met and no overtime expense is incurred. The Employer will inform the employee in writing of the reason(s) for any denied request.

- C. Work Interruptions During Off-Duty ~~Time~~Phone Calls and/or Texts~~Time~~. Time spent responding to work-related telephone calls or texts that are received during non-work time and require a response that takes five (5) minutes or more to

complete per occurrence will be considered time worked. Employees are expected to avoid calls or texts to off-duty personnel that are not authorized by a supervisor or required by a time-sensitive work matter.

7.4 Overtime-Eligible Employees Unpaid Meal Periods

The Employer and the Union agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements required by WAC 296-126-092. Unpaid meal periods for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible, taking into account the Employer's work requirements and the employee's wishes. Employees may request a one-hour (1) meal period for Wellness activities or other employee needs. Such requests will be granted, provided the University's business and customer service needs are met and no overtime expenses are incurred. Employees working three (3) or more hours longer than a normal workday will be allowed an additional thirty (30) minute unpaid meal period. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume their 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 employee will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal period. Meal periods may not be used for late arrival or early departure from work and meal and rest periods will not be combined.

7.5 Overtime-Eligible Employees Paid Meal Periods for Straight Shift Schedules

The Employer and the Union agree to paid meal periods that vary from and supersede the paid meal period requirements of WAC 296-126-092. Employees working straight shifts will not receive a paid meal period, ~~but~~ will be permitted to eat intermittently ~~as time allows~~ during their shifts while remaining on duty. Meal periods for employees on straight shifts do not require relief from duty.

7.6 Overtime-Eligible Employees Rest Periods

The Employer and the Union agree to rest periods that vary from and supersede the rest periods required by WAC 296-126-092. Employees will be allowed rest periods of fifteen (15) minutes for each one half (1/2) shift of four (4) or more hours worked at or near the middle of each one half (1/2) shift of four (4) or more hours. Rest periods do not require relief from duty. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each one half (1/2) shift, scheduled rest periods are not required. Rest periods may not be used for late arrival or early departure from work and rest and meal periods will not be combined.

7.7 Overtime-Eligible Employees - Positive Time Reporting

Overtime-eligible employees will accurately report time worked in accordance with a positive time reporting process as determined by the University.

ARTICLE 8 OVERTIME

Definitions

A. Eligibility

1. Full-time Employees: WWU will continue to compensate all full-time overtime-eligible employees for all authorized work of more than of their scheduled work shift at the overtime rate.
2. Part-time Employees: WWU will continue to compensate all part-time overtime-eligible employees at the overtime rate for all authorized work of more than forty (40) hours in a workweek.

B. Overtime Rate. In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1-1/2) of an employee's regular rate of pay. The regular rate of pay will not include any allowable exclusions.

C. Work. The definition of work, for overtime purposes only, includes:

1. All hours actually spent performing the duties of the assigned job, rounded to the next quarter hour;
2. Travel time required by the Employer during normal work hours from one work site to another or travel time prior to normal work hours to a different work location that is greater than the employee's normal home-to-work travel time and all travel in accordance with applicable wage and hour laws;
3. Vacation leave;
4. Sick leave;
5. Compensatory time;
6. Holidays; and
7. Any other paid time not listed below.

D. Work for overtime purposes does not include:

1. Shared leave;
2. Leave without pay;
3. Additional compensation for time worked on a holiday; and
4. Time compensated as standby, callback, or any other penalty pay.

8.2 General Provisions

- A. The Employer will determine whether work will be performed on regular work time or overtime, the number, the skills and abilities of the employees required to perform the work, and the duration of the work.
- B. The Employer will first attempt to meet its overtime requirements on a voluntary basis with qualified employees who are currently working. In the event there are not enough employees volunteering to work, the supervisor may require employees to work overtime. There will be no pyramiding of overtime. The supervisor will consider an employee's personal and family needs prior to requiring overtime.
- C. If an employee was not offered overtime for which they were qualified, the employee will be offered the next available overtime opportunity for which they are qualified.
- D. Working overtime without authorization by the employee's supervisor may result in disciplinary action. Authorization will be obtained prior to working overtime except in an emergency situation.

8.3 Compensatory Time for Overtime-Eligible Employees

- A. Compensatory Time Eligibility. The Employer may grant compensatory time in lieu of cash payment for overtime to an overtime-eligible employee, upon agreement between the Employer and the employee. Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked.
- B. Maximum Compensatory Time. Employees may accumulate no more than one hundred and sixty (160) hours of compensatory time.
- C. Compensatory Time Use. An employee must use compensatory time prior to using vacation leave, unless this would result in the loss of their vacation leave or the employee is using vacation leave for Domestic Violence Leave. Compensatory time must be used and scheduled in the same manner as vacation leave, as in Article 11, Vacation Leave. Employees may use compensatory time for leave as required by the Domestic Violence Leave Act, RCW 49.76. ~~The Employer may schedule an employee to use their compensatory time with seven (7) calendar days' notice.~~
- D. All compensatory time in excess of ~~sixty-eighty (6080)~~ hours must be used by June 30th of each year, ~~except Campus Police~~. If compensatory time balances are not scheduled to be used by the employee by April of each year, the supervisor will contact the employee to review their schedule. The employee's compensatory time balance in excess of ~~sixty-eighty (6080)~~ hours will be cashed out every June 30th. When an employee separates from the Employer, the employee's compensatory time balance will be cashed out. WWU will continue its current practice with respect to compensatory time cash out when the employee transfers to another position.

ARTICLE 9 REMOTE WORK

- 9.1 Remote work is the practice of performing required job functions from home or another management-approved location. Any employee who believes that all or part of their position is suitable for remote work may request to work remotely by submitting a written request to their supervisor. The Employer will evaluate the employee's request, and will approve or deny the request in writing. Employees whose requests to work remotely are approved ~~may~~ will be required to sign an agreement confirming expectations regarding their schedule, timekeeping, remote work environment, data/information security and other matters specific to their position. Employees may seek review of a denied request through Human Resources. Human Resources will provide a written response within two (2) weeks of a requested review. Evaluating an employee's remote work agreement will be part of the annual performance review. The Employer's decision to approve or deny a remote work agreement will not be subject to challenge through the Grievance Procedure.

ARTICLE 10 TRAINING AND EMPLOYEE DEVELOPMENT

- 10.1 The Employer and the Union recognize the value and benefit of education and training designed to enhance an employee's ability to perform their job duties. Training and employee development opportunities will be provided to employees in accordance with University policies and available resources.
- 10.2 Attendance at employer-required training will be considered time worked. The Employer will make reasonable attempts to schedule employer-required training during an employee's regular work shift. The Employer will pay the registration, and associated travel costs in accordance with Article ~~2324~~, for employer-required training.
- 10.3 **Master Agreement Training**
- A. The Employer and the Union agree that training for managers, supervisors and union stewards responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current union stewards, and the Employer will provide training to managers and supervisors on this Agreement.
- B. The Union will present the training to current union stewards within each bargaining unit. Union stewards will be released with pay on one (1) occasion during the term of this Agreement for up to four (4) hours to attend the training. Union stewards who attend the training during their non-work hours will not be compensated for training. The parties will agree on the date, time, number and names of stewards attending each session.
- Additional release time may be provided in accordance with Article ~~40.841.8~~.
- C. The Employer will arrange training on this Agreement for all bargaining unit employees. The Employer and the Union recognize the value of ~~of,~~ and encourage joint training ~~when possible~~.

10.4 Employees may communicate their education and skill development training desires at any time, including through the annual performance evaluation process.

10.5 Employees who wish to use the tuition fee waiver program will be allowed to do so in accordance with the Employer’s current practice or policy, provided it allows employees to register no later than the sixth class day.

10.6 New Employee Orientation

A. When the Employer provides a formal new employee orientation program, the Union will be given an opportunity to have a Union representative speak to the new employees who will be placed in bargaining unit positions within the jurisdiction of WFSE, and being oriented for not more than thirty (30) minutes to provide information about the Union and this Agreement.

B. For new employees who do not complete a formal orientation, the Union will be given an opportunity to have a Union representative speak to the new employees who will be placed in bargaining unit positions within the jurisdiction of WFSE for not more than thirty (30) minutes to provide information about the Union and this Agreement.

C. When the Employer provides new employee orientation on-line, the Employer agrees to provide each new employee with an orientation package provided by the Union.

D. The University will notify the Union, at the email address (mcc@wfse.org), at least one (1) week prior to an orientation process as described above. The University will notify the Union at least forty-eight (48) hours prior to the orientation if employees who will be placed in bargaining unit positions within the jurisdiction of WFSE have registered.

**ARTICLE 11
HOLIDAYS**

11.1 Paid Holidays

The following days are paid holidays for all eligible employees:

New Year’s Day	January 1
Martin Luther King Jr.’s Birthday	Third Monday in January
Presidents’ Day	Third Monday in February
Memorial Day	Last Monday in May
<u>Juneteenth</u>	<u>June 19</u>
Independence Day	July 4
Labor Day	First Monday in September
Veterans’ Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Day after Thanksgiving

Christmas Day	December 25
Winter Break Day	To be used between the end of Fall Quarter and the beginning of Winter Quarter
Personal Holiday	To be used during the calendar year

11.2 Observance of Holidays

The Board of Trustees may establish calendars that observe holidays on dates other than those listed above, or as modified by current institutional practices.

11.3 Holiday Rules

The following rules apply to all holidays except the personal holiday and Winter Break Day:

- A. Employees will be paid at a straight-time rate even though they do not work.
- B. In addition to Subsection A above, employees will be paid for the hours actually worked on a holiday at the overtime rate.
- C. Permanent and probationary employees working twelve (12) month schedules or cyclic year employees who work full monthly schedules throughout their work year will receive holiday pay if they were in pay status on the workday preceding the holiday.
- D. Cyclic year employees scheduled to work less than full monthly schedules throughout their work year qualify for holiday compensation if they work or are in pay status during the month containing the holiday and on their last regularly scheduled working day preceding the holiday(s). Cyclic year employees will be entitled to the number of paid hours on a holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- E. Holiday Pay. Full-time permanent and probationary employees will receive eight (8) hours of regular holiday pay per holiday. Any differences between the scheduled shift for the day and eight (8) hours may be adjusted by the use of vacation leave, compensatory time or leave without pay. Part-time employees will be entitled to a pro-rated number of paid hours on a holiday based on their appointment percentage.
- F. Nothing precludes the Employer, with prior notice, from switching an employee from an alternate work schedule to a regular work schedule during the week of a holiday.
- G. When a holiday falls on the employee's scheduled workday, that day will be considered the holiday.
- H. Holidays That Fall on the Employee's Day Off. When a holiday falls on the employee's scheduled day off the Employer will provide an alternate day off or, by

agreement between the employee and the appointing authority or designee, the Employer will pay the employee for the number of holiday hours he or she is entitled to.

- I. When a holiday falls on a Saturday, the Friday before will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.
- J. The holiday for night shift employees whose schedule begins on one calendar day and ends on the next calendar day will start at the beginning of the scheduled night shift that begins on the holiday.

11.4 Personal Holidays

An employee may choose one (1) workday as a personal holiday during each calendar year if the employee has been continuously employed by the State of Washington and/or University for more than four (4) months.

- A. An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period.
- B. The Employer will release the employee from work on the day selected as the personal holiday if:
 - 1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.
 - 2. The number of employees choosing a specific day off allows an Employer to continue its work efficiently and not incur overtime.
- C. Personal holidays may not be carried over to the next calendar year except when an eligible employee's request to take their personal holiday has been denied or canceled. The employee will attempt to reschedule their personal holiday during the balance of the calendar year. If they are unable to reschedule the day, it will be carried over to the next calendar year.
- D. Personal holidays are pro-rated for part-time employees based on their appointment percentage.
- E. The pay for a full-time employee's personal holiday is eight (8) hours.
- F. Part or all of a personal holiday may be donated to another employee for shared leave as provided in RCW 41.04.665.
- G. Part or all of a personal holiday may be used for:
 - 1. The care of family members as required by the Family Care Act, WAC 296-130;

2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article ~~19.13~~20.13; or
 3. Leave as required by the Domestic Violence Leave Act, RCW 49.76.
- H. The Employer may allow an employee who has used all of their sick leave to use all of a personal holiday for sick leave purposes as provided in Article ~~12.2-13.2~~ 13.2 A. An employee who has used all of their sick leave may use all of a personal holiday for sick leave purposes as provided in Article ~~12.2-13.2~~ 13.2 B – H.

11.5 Winter Break Day

- A. Employees are entitled to one (1) Winter Break Day if the employee has been continuously employed by the University for more than four (4) months, to be used between the end of Fall Quarter and the beginning of Winter Quarter. The day may not be carried forward or paid out at separation.
- B. Employees will be permitted to take their selected day as a Winter Break Day if the number of employees choosing a specific day off does not interfere with University operations or require the University to incur overtime.
- C. The pay for a full-time employee’s Winter Break Day is eight (8) hours.
- D. The Winter Break Day is pro-rated for part-time employees based on their appointment percentage.
- E. The Winter Break Day may not be donated to Shared Leave.
- F. Upon request, employees will be approved to use part or all of their Winter Break day during the period that they are eligible for the Winter Break Day when they qualify for leave under the following circumstances:
 1. The care of family members as required by the Family Care Act, WAC 296-130;
 2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 19.13; or
 3. Leave as required by the Domestic Violence Leave Act, RCW 49.76.
 4. Any remaining portion of the Winter Break Day must be taken as one occurrence, not to exceed the work shift on the day of occurrence.

ARTICLE 12 VACATION LEAVE

- 12.1** Employees will retain and carry forward any eligible and unused vacation leave that was accrued prior to the effective date of this Agreement.

12.2 Vacation Leave Credits

Employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below.

12.3 Vacation Leave Accrual

- A. Full-time employees will accrue vacation leave at the rates set forth below. Part-time employees shall accrue vacation on a prorated basis according to the employee's appointment percentage.
- B. Accrual rates below shall be based on the employee's total years of state employment; provided that, in order to receive credit for prior state employment, employees must notify Human Resources within thirty (30) calendar days of their initial appointment of any prior work experience for which they seek credit.

Full Years of Service	Monthly Accrual Rate	Hours per Year
During the first year	8 hours	96
During the second year	8 hours, 40 minutes	104
During the third and fourth year	9 hours, 20 minutes	112
During the fifth year	10 hours	120
During the sixth and seventh years	10 hours, 40 minutes	128
During the eighth year	11 hours, 20 minutes	136
During the ninth and tenth years	12 hours	144
During the eleventh year	12 hours, 40 minutes	152
During the twelfth year	13 hours, 20 minutes	160
During the thirteenth year	14 hours	168
During the fourteenth year	14 hours, 40 minutes	176
During the fifteenth year	15 hours, 20 minutes	184
During the sixteenth through twenty-fourth years	16 hours	192
During the twenty-fifth and succeeding years	16 hours, 40 minutes	200

<u>Completed Years of Service</u>	<u>Annual Hours of Vacation Accrual</u>
<u>0 Year</u>	<u>120</u>
<u>1 Years</u>	<u>128</u>
<u>2 Years</u>	<u>136</u>
<u>3 years</u>	<u>144</u>
<u>4 Years</u>	<u>152</u>
<u>5 Years</u>	<u>156</u>
<u>6 Years</u>	<u>160</u>
<u>7 Years</u>	<u>164</u>
<u>8 Years</u>	<u>168</u>
<u>9 Years</u>	<u>172</u>
<u>10 Years</u>	<u>176</u>
<u>11 Years</u>	<u>180</u>
<u>12 years</u>	<u>184</u>
<u>13 Years</u>	<u>188</u>
<u>14 Years</u>	<u>192</u>
<u>15 Years</u>	<u>192</u>
<u>16 Years</u>	<u>192</u>
<u>17 Years</u>	<u>192</u>
<u>18 Years</u>	<u>192</u>
<u>19 Years</u>	<u>192</u>
<u>20 Years</u>	<u>192</u>
<u>21 Years</u>	<u>192</u>
<u>22 Years</u>	<u>192</u>
<u>23 Years</u>	<u>192</u>
<u>24 Years</u>	<u>200</u>
<u>25+ Years</u>	<u>200</u>

- C. Vacation leave will not accrue during leave without pay that exceeds ten (10) working days in any calendar month, nor will credit be given toward the rate of vacation leave accrual except during military leave without pay.
- D. The scheduled period of cyclic year position leave without pay will not be deducted for purposes of computing the rate of vacation leave accrual for cyclic year employees.
- E. Vacation leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.

12.4 Vacation Scheduling for 24/7 Operations

Vacation requests will be considered on a first come, first served basis. In the event that two (2) or more employees request the same vacation period, the supervisor may limit the number of people who may take vacation leave at one time due to business needs and work requirements.

12.5 Vacation Scheduling for All Employees

- A. Vacation leave will be charged in the amount actually used by the employee.
- B. When considering requests for vacation leave, the University will take into account the desires of the employee but leave will be approved based on business needs and work requirements of the University.
- C. An employee will not request or be authorized to take scheduled vacation leave if they will not have sufficient vacation leave to cover such absence at the time the leave will commence.
- D. Vacation leave will be approved or denied within ten (10) calendar days of the request. If the leave is denied, a reason will be provided in writing.

12.6 Family Care

Employees may use vacation leave for care of family members as required by the Family Care Act, RCW 49.12.265 et seq., and WAC 296-130.

12.7 Military Family Leave

Employees may use vacation leave for leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article ~~19.13~~20.13.

12.8 Domestic Violence Leave

Employees may use vacation leave for leave as required by the Domestic Violence Leave Act, RCW 49.76.

12.9 Use of Vacation Leave for Sick Leave Purposes

The Employer may allow an employee who has used all of their sick leave to use vacation leave for sick leave purposes as provided in Article ~~12.2-13.2~~13.2 A. An employee who has used all of their sick leave may use vacation leave for sick leave purposes as provided in Article ~~12.2-13.2~~13.2 B – H.

12.10 Emergency Childcare

Employees may use vacation leave for childcare emergencies after the employee has exhausted all of their accrued compensatory time.

12.11 Vacation Cancellation

Should the University be required to cancel scheduled vacation leave because of an emergency or exceptional business needs, affected employees may select new vacation leave from available dates. In the event the affected employee has incurred non-refundable, out-of-pocket vacation expense(s), penalties and/or fees, the employee may be reimbursed by the Employer.

12.12 Vacation Leave Maximum

Employees may accumulate maximum vacation leave balances not to exceed two hundred and forty (240) hours in accordance with RCW 43.01.040. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

- A. If an employee's request for vacation leave is denied by the Employer, and the employee is close to the vacation leave maximum, the Employer will grant an extension for each month that the Employer must defer the employee's request for vacation leave.
- B. An employee may also accumulate vacation leave days in excess of two hundred and forty (240) hours as long as the employee uses the excess balance prior to their anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.

12.13 Separation

Any employee, who has successfully completed their probation period, who either resigns with adequate notice or retires, is laid off or is terminated by the Employer, will be entitled to be paid for vacation leave credits. In addition, the estate of a deceased employee will be entitled to payment for vacation leave credits.

ARTICLE 13 SICK LEAVE

13.1 Sick Leave Accrual

Employees will accrue eight (8) hours of sick leave per month under the following conditions:

- A. Part-time employees will accrue a prorated amount of sick leave credit based on their appointment percentage.
- B. Employees who take leave without pay for more than ten (10) days in any calendar month will accrue sick leave for that month at a rate of one (1) hour for every forty (40) hours worked
- C. Sick leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.

13.2 Sick Leave Use

- A. Sick leave will be charged in one-tenth (1/10) of an hour increments and may be used for the following reasons:
 - 1. An employee's own mental or physical illness, injury or health condition.
 - 2. To accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition.
 - 3. Preventive care, such as a medical, dental or optical appointment and/or treatment.
 - 4. Care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition.
 - 5. Care for a family member who needs preventive medical care.
 - 6. Closure of the University, or the employee's child's school/place of care, by order of a public official for any health-related reasons.
 - 7. Care of family members as required by the Family Care Act, RCW 49.12.265 et seq.
 - 8. A death of any relative that requires the employee's absence from work. Relatives are defined for this purpose as spouse, significant other, domestic partner, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law and corresponding relatives of employee's spouse, significant other or domestic partner.

9. Childcare emergencies after the employee has exhausted all of their accrued compensatory time.
 10. Leave for Military Family Leave as required by RCW 49.77 and in accordance with Article 19.13.
 11. Leave for Domestic Violence Leave as required by RCW 49.76.
- B. For the purposes of this section, “family” member means any of the following:
1. A child, including biological, adopted, or foster child, stepchild, or a child whom the employee stands in loco parentis, is a legal guardian, or is de facto parent, regardless of age or dependency status;
 2. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 3. A spouse;
 4. A domestic partner, which includes those who are in registered domestic partnerships or in relationships composed of two (2) unmarried adults who are living together in a committed family relationship and have reciprocal duties to, and provide financial support for, one another;
 5. A grandparent;
 6. A grandchild;
 7. A sibling.

13.3 Use of Compensatory Time, Vacation Leave or Personal Holiday for Sick Leave Purposes

The Employer may allow an employee who has used all of their sick leave to use compensatory time, vacation leave or all of a personal holiday for sick leave purposes as provided in Article ~~12.2-13.2~~ A.1. Employees may use their choice of sick leave, compensatory time, vacation leave or all of a personal holiday to care for a family member in circumstances covered by Article ~~12.2-13.2~~ A.7. Employee who have used all of their sick leave may use compensatory time, vacation leave or all of a personal holiday for sick leave purposes as provided in Article ~~12.2-13.2~~ A. 2-6 and 8-11.

13.4 Restoration of Vacation Leave

In the event an employee is injured or becomes ill while on vacation leave, the employee may submit a written request to use sick leave and have the equivalent amount of vacation leave restored. The supervisor may require a written medical certificate as permitted by law.

13.5 Sick Leave Reporting and Verification

Employees must promptly notify their supervisor on their first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If an employee is in a position where a relief replacement is necessary if they are absent, they will notify their supervisor at least two (2) hours prior to their scheduled time to report to work (excluding leave taken in accordance with the Domestic Violence Act). Unless otherwise precluded by law, the Employer has reason to suspect abuse, the Employer may require a written medical certificate for any sick leave absence. An employee returning to work after any sick leave absence may be required to provide written certification from their health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

13.6 Sick Leave Annual Cash Out

Each January an employee is eligible to receive cash on a one (1) hour for four (4) hours basis for ninety-six (96) hours or less of their accrued sick leave, if:

- A. Their sick leave balance at the end of the previous calendar year exceeds four hundred eighty (480) hours;
- B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred eighty (480) hours; and
- C. The employee notifies the payroll office by January 31st that they would like to convert sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

All converted hours will be deducted from the employee's sick leave balance.

13.7 Sick Leave Separation Cash Out

At the time of retirement from state service or at death, an eligible employee or the employee's estate will receive cash for one-quarter (1/4) of their compensable sick leave balance. For the purposes of this Section, retirement will not include "vested out of service" employees who leave funds on deposit with the retirement system.

13.8 Reemployment

Former state employees who are reemployed within five (5) years of leaving state service will be granted all unused and unpaid sick leave credits they had at separation. Unless otherwise required by applicable law, employees who are reemployed after retiring from state service and cashing out their sick leave balance will not have leave reinstated at the time of rehire when they subsequently retire or die, only unused sick leave accrued since the date of reemployment minus sick leave taken within the same period will be eligible for sick leave separation cash out, in accordance with ~~12.7~~ 13.7 above.

13.9 Carry Forward and Transfer

Employees will be allowed to carry forward, from year to year of service, any unused sick leave allowed under this provision, and will retain and carry forward any unused sick leave accumulated prior to the effective date of this Agreement. When an employee moves from the University to another position within Washington State government, without a break in service, the employee's accrued sick leave will be transferred to the new employer for the employee's use if the new employer accepts such transfers.

ARTICLE 14 SHARED LEAVE

14.1 Applicable Law

The benefits described in this Article are conferred by State statute and further explained in University policies. To the extent there is a conflict between the provisions of this Article and applicable law, the University will apply shared leave in compliance with State law.

14.2 Shared Leave

The purpose of the leave sharing program is to permit state employees, to donate leave to come to the aid of another state employee who has been called to service in the uniformed services, who is responding to a state of emergency anywhere within the United States declared by the federal or state government, who is a victim of domestic violence, sexual assault, or stalking, or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition, which has caused or is likely to cause the employee to take leave without pay or terminate their employment. For purposes of the leave sharing program, the following definitions apply:

- A. "Domestic violence" means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in RCW ~~26.50.010~~10.99.020; sexual assault of one family or household member by another family or household member; or stalking as defined in RCW 9A.46.110 of one family or household member by another family or household member.
- B. "Employee" means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
- C. Employee's relative" normally is defined to include:
 - 1. Child, including biological, adopted, or foster child, stepchild, or for whom the employee stands in loco parentis, is a legal guardian or is de facto parent, regardless of age or dependency status;

2. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 3. Spouse;
 4. Registered domestic partner as defined by RCW 26.60;
 5. Grandparent;
 6. Grandchild; or
 7. Sibling.
- D. "Household members" is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include, but is not limited to, foster children and legal wards. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.
- D. "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.
- E. "Severe" or "extraordinary" condition is defined as serious or extreme and/or life threatening.
- F. "Sexual assault" has the same meaning as in RCW 70.125.030.
- G. "Stalking" has the same meaning as in RCW 9A.46.110.
- H. "Uniformed services" means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.
- I. "Victim" means a person that domestic violence, sexual assault, or stalking has been committed against as defined in this Article.

13.314.3 Shared Leave Receipt

- A. An employee may be eligible to receive shared leave if the Employer has determined the employee meets any of the following criteria:
1. The employee suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
 2. The employee has been called to service in the uniformed services;
 3. A state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has the needed skills to assist in responding to an emergency or its aftermath and volunteers their services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services; or
 4. The employee is a victim of domestic violence, sexual assault, or stalking.
- B. The illness, injury, impairment, condition, call to service, emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking has caused, or is likely to cause, the employee to:
5. Go on leave without pay status; or
 6. Terminate state employment.
- C. The employee's absence and the use of shared leave are justified.
- D. The employee has depleted or will shortly deplete their:
7. Vacation leave, sick leave and personal holiday if the employee qualifies under 13.2 A.1;
 8. Vacation leave and paid military leave allowed under RCW 38.40.060 if the employee qualifies under 13.2 A.2; or
 9. Vacation leave or personal holiday if the employee qualifies under 13.2 A.3 or 13.2 A.4.
- E. The employee has abided by the Employer's policy regarding:
10. Sick leave use if the employee qualifies under 13.2 A.1 and 13.2 A.4; or

11. Military leave if the employee qualifies under 13.2 A.2.

F. The employee has diligently pursued and been found to be ineligible for benefits under RCW 51.32 if the employee qualifies under 13.2 A.1.

13.414.4 Shared Leave Use

A. The Employer will determine the amount of leave, if any, which an employee may receive. However, an employee will not receive more than five hundred twenty-two (522) days of shared leave during their entire duration of state employment, except that, the Employer may authorize shared leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the shared leave program because he or she is suffering from an illness, injury, impairment or physical or mental condition that is of an extraordinary nature.

J. The Employer will require the employee to submit, prior to approval or disapproval:

1. A medical certificate from a licensed physician or health care practitioner verifying the employee's required absence, the description of the medical problem, and expected date of return-to-work status for shared leave under 13.2-14.2 A.1;
2. A copy of the military orders verifying the employee's required absence for shared leave under 13.2-14.2 A.2; or
3. Proof of acceptance of an employee's offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency for shared leave under 13.2-14.2 A.3.

K. The Employer may require the employee to submit, prior to approval or disapproval, verification of the employee's status as a victim of domestic violence, sexual assault or stalking for shared leave under 13.2-14.2 A.4. Such verification will be in accordance with the Domestic Violence Leave Act, RCW 49.76 and may be one or more of the following:

1. An employee's own written statement;
2. A statement from an attorney or advocate, member of the clergy, or medical or other professional; and/or
3. A court order or police report documenting the employee is a victim of domestic violence, sexual assault or stalking.

- L. The Employer should consider other methods of accommodating the employee's needs, such as modified duty, modified hours, flex-time or special assignments in lieu of shared leave usage.
- M. Leave transferred may be transferred from employees of WWU to another employee of WWU or, with the approval of the heads of both state agencies, higher education institutions, school district, or educational service districts, to an employee of another state agency, higher education institution, school district or educational service district.
- N. Vacation leave, sick leave, or all or part of a personal holiday transferred from a donating employee will be used solely for the purpose stated in this Article.
- O. The receiving employee will be paid their regular rate of pay; therefore, the value of one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary.
- P. Eight (8) hours a month of accrued and/or shared leave may be used to provide for the continuation of benefits as provided for by the Public Employee's Benefit Board.
- Q. The Employer will respond in writing to shared leave requests within fourteen (14) calendar days of receipt of a properly completed request.

~~13.5—Leave Donation~~

~~An employee may donate vacation leave, sick leave, or personal holiday to another employee for purposes of the leave sharing program under the following conditions:~~

~~The Employer approves the employee's request to donate a specified amount of vacation leave to an employee authorized to receive shared leave; and~~

~~The full-time employee's request to donate leave will not cause their vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated; and~~

~~Employees may not donate excess vacation leave that they would not be able to take due to an approaching anniversary date; except when the request for vacation leave was denied and the vacation leave was deferred.~~

~~The Employer approves the employee's request to donate a specified amount of sick leave to an employee authorized to receive shared leave. The employee's request to donate leave will not cause their sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.~~

~~The Employer approves the employee's request to donate all or part of their personal holiday to an employee authorized to receive shared leave.~~

~~That portion of a personal holiday that is accrued, donated as shared leave, and then returned during the same calendar year to the donating employee, may be taken by the donating employee.~~

~~An employee will be allowed to split the personal holiday only when donating a portion of the personal holiday to the shared leave program.~~

~~No employee may be intimidated, threatened, or coerced into donating leave for purposes of this program.~~

13.6—Shared Leave Administration

~~The calculation of the recipient's leave value will be in accordance with applicable Office of Financial Management policies, regulations, and procedures. The leave received will be coded as shared leave and be maintained separately from all other leave balances. All paid leave accrued must be used prior to using shared leave when the employee qualifies for shared leave under 13.2 A.1. Accrued vacation leave and paid military leave allowed under RCW 38.40.060 must be used prior to using shared leave for employees qualified under 13.2 A.2. All paid leave, except sick leave, must be used prior to using shared leave when the employee qualifies for shared leave under 13.2 A.3 and 13.2 A.4.~~

~~An employee on leave transferred under these rules will continue to be classified as a state employee and will receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation leave or sick leave.~~

~~All salary and wage payments made to employees of the Employer while on leave transferred under these rules will be made by the Employer.~~

~~Where Employers have approved the transfer of leave by an employee of one (1) state agency/higher education institution, school district or educational service district to an employee of another state agency/higher education institution, school district, or educational service district, the state agencies/higher education institutions, school district, or educational service district involved will arrange for the transfer of funds and credit for the appropriate value of leave in accordance with Office of Financial Management policies, regulations, and procedures.~~

~~Leave transferred under this Section will not be used in any calculation to determine the Employer's allocation of full-time equivalent staff positions.~~

~~Any shared leave not used by the recipient will be returned to the donor(s). Before returning unused leave, the Employer will obtain a statement from the receiving employee's doctor verifying whether the employee's injury or illness is resolved. The remaining shared leave is to be divided on a pro rata basis among the donors and reinstated to the respective donors' appropriate leave~~

~~balances based upon each employee's current salary rate at the time of the reversion. The shared leave returned will be prorated back based on the donor's original donation.~~

~~Unused shared leave may not be cashed out but will be returned to the donors per Subsection F, above.~~

~~Employees who use leave that is transferred under this Section will not be required to repay the value of the leave that they used.~~

~~Shared leave will not be denied solely based on administrative or budgetary issues related to the transfer or non-transfer of funds.~~

ARTICLE 15 ~~UNIFORMED SERVICE~~ SHARED LEAVE POOL

15.1 Applicable Law

The benefits described in this Article are conferred by State statute and further explained in University policies. To the extent there is a conflict between the provisions of this Article and applicable law, the University will apply shared leave in compliance with State law.

Purpose

15.2 Foster Parent Shared Leave Pool

The purpose of the Foster Parent Shared Leave Pool ("FPSLP") is to allow employees to voluntarily donate their leave to be used as shared leave for any eligible employee who is a licensed foster parent pursuant to RCW 74.15.040 and is caring for a foster child or is preparing to care for a foster child in their home. Employee participation will be voluntary at all times. The FPSLP is administered by the Department of Children, Youth and Families (DCYF) in consultation with the Office of Financial Management ("OFM").

15.3 Uniformed Service Shared Leave Pool

~~The uniformed service shared leave pool~~ The Uniformed Service Shared Leave Pool (“USSLP”) was created so that state employees who are called to service in the uniformed services will be able to maintain a level of compensation and employee benefits consistent with the amount they would have received had they remained in active state service. ~~The pool~~ USSLP allows employees to donate leave to be used as shared leave to fellow state employees called to service in the uniformed services and who meets the requirements of RCW 41.04.665. Employee participation will be voluntary at all times. The Military Department, and the Department of Enterprise Services will administer the pool.

Definitions

~~For purposes of this Article only, the following definitions apply:~~

~~“Employee” means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.~~

15.4 Veterans In-State Service Shared Leave Pool

~~The purpose of the Veterans In-State Service Shared Leave Pool (“VISSLP”) is to allow employees to voluntarily donate leave to be used as shared leave for a veteran to attend medical appointments or treatments for a service connected injury or disability; or an employee’s spouse is a veteran who requires assistance while attending medical appointments or treatments for a service connected injury or disability per RCW 41.04. Employee participation will be voluntary at all times. The VISSLP is administered by the Department of Veterans Affairs in consultation with OFM.~~

15.5 ~~For more information about each of the pools, contact Human Resources.~~

~~“Military salary” includes base, specialty and other pay, but does not include allowances such as the base allowance for housing.~~

~~“Monthly salary” includes monthly salary, special pay and shift differential, or the monthly equivalent for hourly employees. “Monthly salary” does not include overtime pay, callback pay, standby pay or performance bonuses.~~

~~“Service in the uniformed services” means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.~~

~~“Uniformed services” means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty for training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard and any other category of persons designated by the President of the United States in time of war or national emergency.~~

Participation

~~An employee may be eligible to receive leave from the uniformed service shared leave pool under the following conditions:~~

~~The employee is entitled to accrue vacation leave, sick leave, or a personal holiday.~~

~~The employee has been called to service in the uniformed service.~~

~~The call to service has caused, or is likely to cause, the employee to go on leave without pay status or terminate state employment.~~

~~The employee's absence and the use of shared leave are justified.~~

~~The employee has depleted or will shortly deplete their annual leave and paid military leave allowed under RCW 38.40.060.~~

~~The employee has followed the Employer's policy regarding military leave.~~

~~An employee may donate vacation leave, sick leave, or all or part of a personal holiday to the uniformed service leave pool under the following conditions:~~

~~The donating employee may donate any amount of vacation leave, providing the donation does not cause the employee's vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated.~~

~~The donating employee may donate any specified amount of sick leave, provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy six (176) hours after the transfer.~~

~~The donating employee may donate all or part of a personal holiday.~~

Process

~~Employees requesting to donate to or receive leave from the uniformed service shared leave pool must follow their Employer's policies and procedures addressing uniformed service shared leave.~~

~~Employees requesting to receive leave from the uniformed service shared leave pool must also comply with the Military Department procedures for requesting and receiving leave from the uniformed service shared leave pool. Employees requesting leave from the uniformed shared leave pool should provide the University an earnings statement verifying military salary and orders of service, most current state leave and earnings statement, a completed uniformed service shared leave pool recipient request form, and notification of any change. The employee must also provide copies of earnings statements and orders of service when requested by the Military Department.~~

~~Shared leave may not be granted unless the pool has a sufficient balance to fund the requested leave for the expected term of service.~~

~~Shared leave, in combination with military salary, will not exceed the level of the employee's state monthly salary. Up to eight (8) hours per month of shared leave may be withdrawn and used to continue coverage under the Public Employees' Benefit Board, regardless of the employee's monthly salary and military salary.~~

~~The receiving employee continues to be classified as a state employee and receives the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation or sick leave.~~

~~The Employer will investigate any alleged abuse of the uniformed service shared leave pool and on a finding of wrongdoing, the employee may be required to repay all of the shared leave received from the pool.~~

15.6 This Article is not subject to the grievance procedure.

ARTICLE 16 FAMILY AND MEDICAL PARENTAL, PREGNANCY DISABILITY AND PAID FAMILY AND MEDICAL LEAVES

16.1 Leave Pursuant to the Family and Medical Leave Act

- A. Consistent with the federal Family and Medical Leave Act of 1993 ("FMLA") and any amendments thereto, an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of family medical leave ("FML") in a twelve (12) month period for one or more of the following reasons 1-4:
1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child;
 2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work;
 3. Family medical leave to care for a spouse, son, daughter, parent or domestic partner as defined by RCW 26.60.020 and RCW 26.60.030 who suffers from a serious health condition that requires on-site care or supervision by the employee;
 4. Family medical leave for qualifying exigency when the employee's spouse, child of any age, or parent is on covered active duty, or called to covered active duty status of the Regular Armed Forces, Reserves or National Guard as defined by the FMLA, CFR Section 825.126; and/or
 5. Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

- B. Military Caregiver Leave will be provided to an eligible employee who is the spouse, child, of any age, parent or next of kin of a covered service member to take up to twenty-six (26) workweeks of unpaid leave in a single twelve (12) month period to care for the covered service member or veteran who is suffering from a serious illness or injury incurred in the line of duty.

A covered service member is either:

1. A current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or in on the temporary disability retired list, for a serious injury or illness, or
2. A veteran of the Armed Forces (including the National Guard or Reserves) discharged during the five year period before the family member first takes military caregiver leave to care for the veteran and who is undergoing medical treatment, recuperation, or therapy for a qualifying serious injury or illness. A veteran who was dishonorably discharged does not meet the FMLA definition of a covered service member.

During the single twelve (12) month period during which Military Caregiver Leave is taken the employee may only take a combined total of twenty-six (26) workweeks of leave for Military Caregiver Leave and leave taken for other FMLA qualifying reasons.

The single twelve (12) month period to care for a covered service member begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FML.

- C. Entitlement to family medical leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.
- D. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count time off such as time used as vacation leave, sick leave, temporary salary reduction, personal holidays, compensatory time off, or shared leave and unpaid leave.
- E. The FMLA entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins family medical leave. Each time an employee takes FML during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.
- F. The Employer will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by FML. The employee will be required to pay their share of health care premiums. The Employer may require an employee to exhaust all paid leave prior to using any leave without pay, except

that the employee will be allowed to use eight (8) hours a month of accrued leave during each month to provide for the continuation of benefits as provided for by Public Employees Benefit Board.

- G. The Employer has the authority to designate absences that meet the criteria of the family medical leave.
 - 1. The use of any paid or unpaid leave (excluding compensatory time) for a family medical leave-qualifying event will run concurrently with, not in addition to, the use of the FML for that event.
 - 2. An employee, who meets the eligibility requirements listed in Section ~~15.1~~16.1, may request FML run concurrently with absences due to work-related illness or injury covered by workers' compensation at any time during the absence. Employees will not be required to exhaust all paid leave prior to using any leave without pay for a compensable work-related injury or illness.
 - 3. An employee using paid leave during a FML qualifying event must follow the notice and certification requirements relating to FML usage in addition to any notice requirements relating to the paid leave.
- H. The Employer may require certification from the employee's, family members, or covered service member's health care provider for the purpose of qualifying for family medical leave.
- I. Personal medical leave, serious health condition leave, or serious injury or illness leave covered by the FMLA may be taken intermittently or on a reduced schedule basis when certified as medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.
- J. Upon returning to work after the employee's own FML-qualifying illness, the employee may be required to provide a fitness for duty certificate from a health care provider.
- K. The employee will provide the Employer with not less than thirty (30) days' notice before FML is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice when feasible.
- L. An employee returning from FML will have return rights in accordance with FMLA.
- M. Nothing in this Agreement will prevent an employee from filing a complaint regarding FMLA with the U.S. Department of Labor.

16.2 Parental and Pregnancy Disability Leave

- A. Parental leave will be granted to the employee for the purpose of bonding with their natural newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by the FMLA, during the first year after the child's birth or placement. Leave beyond the period covered by the FMLA and pregnancy disability may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at the top internal step of the grievance procedure in Article ~~30~~31.
- B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave for pregnancy disability or other qualifying events, personal holiday, compensatory time, or leave without pay. Parental leave may be taken on an intermittent or reduced schedule basis in accordance with Subsection ~~15.5-16.2~~16.2 A.
- C. Pregnancy disability leave will be granted for the period of time an employee is sick or temporarily disabled because of pregnancy and/or childbirth and will be in addition to the twelve (12) weeks of FMLA leave and PFML.

16.3 Paid Family and Medical Leave Program

- A. Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A. ("PFML"). Eligibility for PFML leave and benefits is established by Washington law and is therefore independent of this Agreement. Employees will pay through payroll deduction the full cost of the premiums associated with PFML family leave benefits and forty-five percent (45%) of the cost of the premiums associated with PFML medical leave benefits, as determined under RCW 50A.10.30. The Employer will pay the remaining premium amounts.
- B. Employees must provide the Employer with not less than thirty (30) calendar days' notice of PFML unless the need for leave is unforeseeable, in which case notice must be provided as soon as reasonably practicable.
- C. Applications for PFML must be submitted to the State Department of Employment Security.

ARTICLE 17 WORK-RELATED INJURY OR ILLNESS

17.1 Compensable Work-Related Injury or Illness Leave

An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave, vacation leave or compensatory time during a period in which they receive time-loss compensation will receive full sick leave, vacation leave or compensatory time pay in addition to any time-loss payments. Notwithstanding Section ~~19-120.1~~, of Article ~~1920~~, Leave Without Pay, the Employer may separate an employee in accordance with Article ~~34~~35, Reasonable Accommodation and Disability Separation.

**ARTICLE 18
SUSPENDED OPERATIONS**

- 18.1** The University will declare any suspension of operations in accord with University policy, and will address suspended operations in accord with WWU Policy U5400.04 Suspending University Operations.
- 18.2** Employees designated as “essential” and who report for work during suspended operations shall receive three (3) hours of regular pay in addition to the hours worked. The additional three (3) hours will not count as hours worked towards the computation of overtime.

**ARTICLE 19
MISCELLANEOUS PAID LEAVES**

19.1 Bereavement Leave

Up to three (3) days of paid bereavement leave will be granted for the death of any family member or household member that requires the employee’s absence from work. Family members are defined for this purpose as mother, father, stepmother, stepfather, sister, brother, sister-in-law, brother-in-law, mother-in-law, father-in-law, domestic partner’s mother, domestic partner’s father, spouse, domestic partner, grandparent, grandchild, son, daughter, son-in-law, daughter-in-law, stepchild, and a child in the custody of and residing in the home of an employee. In addition, sick leave may be used for the death of a family member per Article 12.2-Crelative listed in Article 13.2.A.8. or to extend bereavement leave provided by this section.

19.2 Jury Duty Leave

Leave of absence with pay will be granted to employees for jury duty. An employee will be allowed to retain any compensation paid to the employee for jury duty service. An employee will inform the Employer when notified of a jury summons and will cooperate in requesting a postponement of service if warranted by business demands. An employee whose work shift is other than a day shift will be considered to have worked a full work shift for each workday during the period of jury duty. If a day shift employee is released from jury duty and there are more than two (2) hours remaining on their work shift, the employee will call their supervisor and may be required to return to work.

19.3 Witness/Subpoena

Employees will promptly inform the Employer when they receive a subpoena. A subpoenaed employee will receive paid release time during scheduled work time to appear as a witness in court or an administrative hearing, except as provided in Article 40.441.4, for work-related cases, unless they:

- A. Is-Are a party to the matter and is not represented by the Attorney General’s Office of the State of Washington, or
- B. Has-Have an economic interest in the matter.

Nothing in this Section will preclude an employee from receiving paid release time to appear in court or an administrative hearing on behalf of the Employer.

19.4 Interviews

- A. Positions with the University. With prior notice, paid release time will be granted for the purposes of taking an examination or interviewing for positions with the University. Employee-requested schedule changes may be granted in accordance with Article 7, Hours of Work, when taking an examination or interviewing.
- B. Positions with other State Higher Education Institutions or State Agencies. With prior notice, paid release time of up to four (4) hours per fiscal year will be granted for travel, taking an examination and interviews with other state higher education institutions or state agencies provided the absence of the employee does not create significant or unusual coverage issues. Employee-requested schedule changes may be granted in accordance with Article 7, Hours of Work, when traveling, taking an examination or interviewing.

19.5 Life-Giving Procedures

Employees will be granted paid leave, not to exceed five (5) working days in a two (2) year period, as needed for the purpose of participating in life-giving procedures. A “life-giving procedure” is defined as a medically-supervised procedure involving the testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments. Employees will provide reasonable advance notice before taking such leave and will provide written proof from an accredited medical institution, physician or other medical professional that the employee participated in a life-giving procedure.

19.6 Personal Leave

- A. An employee may choose one (1) workday as a personal leave day each fiscal year during the life of this Agreement if the employee has been continuously employed by the University for more than four (4) months.
- B. The University will release the employee from work on the day selected for personal leave if:
 - 1. The employee has given at least fourteen (14) calendar days’ written notice to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.
 - 2. The number of employees choosing a specific day off allows the University to continue its work efficiently and not incur overtime.
 - 3. For positions requiring backfill, the release from duty will not cause an increase in costs due to the need to provide coverage for the employee’s absence.

- C. Personal leave may not be carried over from one fiscal year to the next.
- D. Personal leave is pro-rated for part-time employees based on the employee's appointment percentage.
- E. The pay for a full-time employee's personal leave day is eight (8) hours.
- F. Upon request, employees will be approved to use part or all of their personal leave day for:
 - 1. The care of family members as required by the Family Care Act, WAC 296-130;
 - 2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 19.13; or
 - 3. Leave as required by the Domestic Violence Leave Act, RCW 49.76.
 - 4. Any remaining portions of personal leave day must be taken as one (1) absence, not to exceed the work shift on the day of the absence.

19.7 Military Leave

Employees will be entitled to military leave with pay not to exceed twenty-one (21) working days during each year, beginning October 1st and ending the following September 30th, in order to report for required military duty, when called, or to take part in training or drills including those in the National Guard or state active status.

19.8 Community Service Leave Day

Employees covered by this Agreement may request and be granted one (1) day of paid community service leave per fiscal year to participate in community service, including volunteer work on behalf of schools, community or charitable organizations, and organized volunteer events. The pay for a full-time employee's community service day is eight (8) hours. Community service leave is pro-rated for part-time employees based on the employee's appointment percentage. This leave may also be taken in half-day increments. Employees wishing to engage in community service will provide a written request in advance and may be required to provide proof that the employee participated in the service or event.

19.9 Except for paid release time under Article ~~18.3~~19.3, the University will not be responsible for per diem, travel expenses or overtime under this Article.

**ARTICLE 20
LEAVE WITHOUT PAY**

20.1 Leave without pay will be granted for the following reasons:

- A. When required to comply with legal requirements associated with the provisions of Family and Medical, Parental, Pregnancy Disability and Paid Family and Medical Leaves (Article 15);
- B. Compensable work-related injury or illness leave (Article ~~16~~17);
- C. Military leave;
- D. Cyclic employment;
- E. Volunteer firefighting leave;
- F. Military family leave;
- G. Domestic violence leave; or
- H. Holidays for a Reason of Faith or Conscience.

20.2 Leave without pay may be granted for the following reasons:

- A. Educational leave;
- B. Child or elder care emergencies;
- C. Governmental service leave;
- D. Citizen volunteer or community service leave;
- E. Conditions applicable for leave with pay;
- F. Union Activities (Article ~~40~~41);
- G. Formal collective bargaining leave; or
- H. As otherwise provided for in this Agreement.

20.3 Limitations

Leave without pay will be no more than twelve (12) months in any consecutive five (5) year period, except for:

- A. Compensable work-related injury or illness leave;
- B. Educational leave;
- C. Governmental service leave;
- D. Military leave;
- E. Cyclic employment leave;

- F. Leave for serious health condition taken under the provisions of Article ~~15~~16, Family and Medical Leave;
- G. Leave taken voluntarily to reduce the effect of a layoff;
- H. Leave authorized in advance by an appointing authority as part of a plan to reasonably accommodate a person of disability;
- I. Leave to participate in union activities;
- J. Volunteer firefighting leave;
- K. Domestic violence leave; or
- L. Holidays for a Reason of Faith or Conscience.

20.4 Returning Employee Rights

Employees returning from authorized leave without pay will be employed in the same position or in another position in the same job classification, as determined by the Employer, provided that such reemployment is not in conflict with other articles in this Agreement. The employee and the Employer may enter into a written agreement regarding return rights at the commencement of the leave.

20.5 Military Leave

In addition to twenty-one (21) working days of paid leave granted to employees for required military duty or to take part in training, or drills including those in the National Guard or active status, unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be reinstated as provided in RCW 73.16 and applicable federal law.

20.6 Educational Leave

Leave without pay may be granted for educational leave for the duration of actual attendance in an educational program.

20.7 Child or Elder Care Emergencies

Leave without pay, compensatory time or paid leave may be granted for child or elder care emergencies.

20.8 Cyclic Employment Leave

Leave without pay will be granted to cyclic year employees during their off-season.

20.9 Governmental Service Leave

Leave without pay may be granted for government service in the public interest, including but not limited to the U.S. Public Health Service or Peace Corps leave.

20.10 Citizen Volunteer or Community Service Leave

Leave without pay may be granted for community volunteerism or service.

20.11 Formal Collective Bargaining Leave

Leave without pay may be granted to participate in formal collective bargaining sessions authorized by RCW 41.80.

20.12 Volunteer Firefighting Leave

Leave without pay will be granted when an employee who is a volunteer firefighter is called to duty to respond to a fire, natural disaster or medical emergency.

20.13 Military Family Leave

In accordance with the Military Family Leave Act, RCW 49.77, leave without pay will be granted to an employee whose spouse or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030 is on leave from deployment or before and up to deployment, during a period of military conflict. Use of leave without pay, compensatory time, vacation leave, sick leave, personal leave and all or part of a personal holiday is limited to a combined maximum of fifteen (15) working days per deployment. Employees must provide the Employer with five (5) business days' notice after receipt of official notice that the employee's spouse or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030 will be on leave or of an impending call to active duty.

20.14 Domestic Violence Leave

In accordance with the Domestic Violence Leave Act, RCW 49.76, leave without pay, including intermittent leave, will be granted to an employee who is a victim of domestic violence, sexual assault or stalking. Family members of a victim of domestic violence, sexual assault or stalking will be granted leave without pay to help the victim obtain treatment or seek help. Family member for the purpose of domestic violence leave includes child, spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, parent, parent-in law, grandparent or a person the employee is dating. The Employer may require verification from the employee requesting leave.

20.15 Unpaid Holidays for a Reason of Faith or Conscience

- A. Leave without pay will be granted for up to two (2) workdays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization. Leave without pay may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by Chapter 82-56 WAC or the employee is necessary to maintain public safety.
- B. The Employer will allow an employee to use compensatory time, personal holiday or vacation leave in lieu of leave without pay. All requests to use compensatory time, personal holiday or vacation leave indicate the leave is being used in lieu of leave without pay for reason of faith or conscience.
- C. A permanent or probationary employee who is on an unpaid holiday for reasons of faith or conscience on a work shift preceding a paid holiday, as designated in Article 10.1, will receive holiday pay for the designated holiday.
- D. An employee's seniority date, probationary period or trial service period will not be affected by leave without pay taken for a reason of faith or conscience.
- E. Employees will only be required to identify that the request for leave is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

20.16 Request – Approval/Denial

Requests for leave without pay will be submitted in writing. The Employer will approve or deny leave without pay requests, in writing, within fourteen (14) calendar days when practicable and will include the reason for denial.

ARTICLE 21 SAFETY AND HEALTH

- 21.1** The University, employee and Union have a significant responsibility for workplace safety and health.

- A. The University will provide a work environment in accordance with safety and health standards established by the Washington Industrial Safety and Health Act (WISHA).
 - B. Employees will comply with all safety practices and standards established by the Employer.
 - C. The University and employees will contribute to a healthy workplace including not knowingly exposing co-workers, students or the public to conditions that would jeopardize their health or the health of others. The University may direct employees to use leave when employees self-report a contagious health condition.
 - D. The Union will work cooperatively with the University on safety related matters and encourage employees to work in a safe manner.
- 21.2** Employees will take an active role in creating a safe and healthy workplace by reporting immediate safety issues to their supervisor(s), following the chain of command, and other safety issues to their safety committee and/or safety officer for review and action, as necessary. Employees may additionally contact a Union steward. All parties will comply with WAC 296-360-150 regarding unsafe work assignments and/or conditions that a reasonable person would conclude could create a real danger of death or serious injury. The University will address reported unsafe working conditions and take appropriate action. An employee who is given an assignment that they reasonably believe creates an immediate threat of death or serious injury shall immediately notify their supervisor. The employee will not be required to perform the alleged unsafe assignment until the matter has been reviewed by the employee's supervisor and Western's Environmental Health and Safety.
- 21.3** The University will determine the required safety devices, personal protective equipment and apparel, which employees will wear and/or use. Required safety devices and personal protective equipment other than clothing and safety footwear will be provided by the University; clothing and safety footwear will be addressed as provided in Article ~~21.22~~. The Employer will provide employees with orientation and/or training to perform their jobs safely. In addition, if necessary, training will be provided to employees on the safe operation of equipment prior to use. Upon request of the employee, the University will conduct a safety assessment through the University's Environmental Health and Safety Department.
- 21.4** The University will form a joint safety committee, in accordance with WISHA requirements. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate appointing authority for review and action, as necessary. Employee participation in joint safety committee meetings held during the employee's work time will be considered time worked. Employees may request work schedule adjustments to participate. No overtime or compensatory time will be paid as a result of participation in joint safety committee meetings held during the employee's non-work hours.

21.5 The University encourages employee wellness. The Employer will provide employees access to wellness facilities and resources consistent with other employee groups.

21.6 Ergonomic Assessments

At the request of the employee, the Employer will conduct an ergonomic assessment of the employee's duties and/or work station through the University's Environmental Health and Safety Department. Recommendations to identified issues/concerns will be shared with the employee and may be shared with the supervisor if appropriate. Alterations will be implemented within available resources.

21.7 First Aid and CPR Training

Employees not required to be trained/certified in first aid and/or CPR may request this training, with supervisor approval. Understanding that there may be some operational and/or budgetary limitations, the University encourages as many employees to be current in first aid/CPR training as is reasonably practicable.

**ARTICLE 22
UNIFORMS, TOOLS AND EQUIPMENT**

22.1 Uniforms

The University may require employees to wear uniforms or specialized clothing. Where required, the University will determine and provide the uniform or specialized clothing. The University will repair or replace Employer-provided uniforms or specialized clothing if damaged or worn out beyond usefulness in the normal course of business.

- A. The University will ~~continue the practice of providing, replacing, and laundering work shirts for Academic Custodians~~ provide, replace, and launder work shirts and pants for employees who work in a custodial trade capacity.
- B. The University will continue the practice of providing, replacing, and laundering work shirts and bib-type coveralls to employees in the Facilities Management Paint and Plumbing shops.
- C. The University will reimburse Facilities Management employees that function in a building trades capacity for work clothing up to ~~\$150-200~~ per fiscal year.
- D. The University will continue its current practice of providing rain/foul weather gear.

22.2 Specialized Footwear Reimbursement

Permanent and project employees meeting the criteria below will be reimbursed up to ~~\$200~~ 250 for the purchase of appropriate or required footwear, which will be replaced on a fair wear-and-tear basis, not to exceed ~~\$200-250~~ per year:

- A. Employees who are required by the University to wear footwear with safety toes;

- B. Employees who are required by the University to wear footwear rated for electrical hazards (EH);
- C. Employees required to wear specialty footwear based on the University's job hazard assessment (if the footwear is not otherwise provided);
- D. Environmental Health and Safety Technicians; and
- E. Custodians.

22.3 Tools and Equipment

As established by current practices, the University may determine and provide necessary tools and equipment. The University will repair or replace employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees are accountable for equipment and/or tools assigned to them and will maintain them in a clean and serviceable condition.

- 22.4 The Employer will make a reasonable effort to provide prior notice to employees when assigning tasks that require clothing other than normal attire.

ARTICLE 23 DRUG AND ALCOHOL FREE WORKPLACE

- 23.1 All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol, marijuana or other drugs. The University is required to comply with the Drug-Free Schools and Communities Act (DFSCA) and the Drug-Free Schools and Campuses Regulations in order to be eligible for federal funding.

23.2 Possession of Alcohol, Marijuana and Illegal Drugs

Employees may not use or possess alcohol while on duty, except when authorized by University policy. The possession or use of illegal drugs or marijuana is strictly prohibited.

23.3 Prescription and Over-the-Counter Medications

Employees taking physician-prescribed or over-the-counter medications, if there is a substantial likelihood that such medication will affect job safety, must notify their supervisor or other designated official of the fact that they are taking a medication and the side effects of the medication.

23.4 Drug and Alcohol Testing – Safety-Sensitive Functions

- A. Employees required to have a Commercial Driver's License (CDL) are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation rules, Coast Guard Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing will be conducted in accordance with current University policy.

- B. In addition, employees who perform other safety-sensitive functions are subject to pre-employment, post-accident, post-firearm shooting incidents and reasonable suspicion testing. The testing will be conducted in accordance with University policy. For the purposes of this Article, employees who perform other safety-sensitive functions are those positions where an employee is issued a firearm and those licensed health care professionals who administer or dispense medications as a part of their job duties.

23.5 Reasonable Suspicion Testing – All Employees Performing Safety-Sensitive Functions, and All University Employees in Bargaining Units B and E

- A. Reasonable suspicion testing for alcohol, marijuana or other controlled substances may be directed by the University for any employee performing safety-sensitive functions or any employee of the University in bargaining units B and E when there is reason to suspect that alcohol, marijuana or other controlled substance use may be adversely affecting the employee’s job performance or that the employee may present a danger to the physical safety of the employee or another.
- B. Specific objective grounds must be stated in writing that support the reasonable suspicion. Examples of specific objective grounds include but are not limited to:
 - 1. Physical symptoms consistent with marijuana, other controlled substance and/or alcohol use;
 - 2. Evidence or observation of marijuana, other controlled substance or alcohol use, possession, sale, or delivery; or
 - 3. The occurrence of an accident(s) where a trained manager, supervisor or lead worker suspects marijuana, other controlled substance/alcohol use may have been a factor.
- C. Referral

Referral for testing will be made on the basis of specific objective grounds documented by a supervisor or manager who has attended the training on detecting the signs/symptoms of being affected by marijuana/other controlled substances/alcohol and verified by another trained supervisor, manager, or other qualified observer (e.g., police officer, medical professional).

23.6 Post-Accident Testing – All Employees

Post-accident drug and alcohol testing may be conducted by the University for any employee when a work-related incident has occurred involving death, serious bodily injury or significant property/environmental damage, or the potential for death, serious bodily injury, or significant property/environmental damage, and when the employee’s action(s) or inaction(s) either contributed to the incident or cannot be completely discounted as a contributing factor. Referral for post-accident testing will be made in accordance with Subsection ~~22.5~~23.5 C, above.

23.7 Testing

Employees must submit to alcohol and/or marijuana/other controlled substance testing when required by the University, in accordance with Sections ~~22.4~~23.4, ~~22.5~~ 23.5 and ~~22.6~~23.6, above. A refusal to test is considered the same as a positive test. When employees are referred for testing, they will be removed immediately from duty and transported to the collection site. The cost of testing, including the employee's salary, will be paid by the University.

Testing will be conducted in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. An employee notified of a positive marijuana, other controlled substance or alcohol test result may request an independent test of the split sample at the employee's expense. If the test result is negative, the University will reimburse the employee for the cost of the split sample test.

An employee who has a positive alcohol test and/or a positive marijuana/other controlled substance test may be subject to disciplinary action, up to and including dismissal, based on the incident that prompted the testing, including a violation of the drug and alcohol free work place rules. A prescription for medical marijuana use will not excuse a positive drug test conducted pursuant to this Article.

23.8 Training

Training will be made available to managers, supervisors, and shop stewards. Attendance at training will be considered time worked. The training will include:

- A. The elements of the University's Drug and Alcohol Free Workplace Program;
- B. The effects of drugs and alcohol in the workplace;
- C. Behavioral symptoms of being affected by marijuana, other controlled substances and/or alcohol; and
- D. Rehabilitation services available.
- E. The University will maintain records of those supervisors and managers who receive training under the University's Reasonable Suspension Training program.

ARTICLE 24 TRAVEL

Employees required to travel in order to perform their duties will be reimbursed for any authorized travel expenses (e.g. mileage and/or per diem), in accordance with the regulations established by the State of Washington and the University's policy.

ARTICLE 25
COMMUTE TRIP REDUCTION AND PARKING

- 25.1 The Employer will continue to encourage but not require employees to use alternate means of transportation to commute to and from work consistent with the Commute Trip Reduction (CTR) law and the needs of the University. The Employer will cover the costs for employees to ride Whatcom Transportation Authority and Skagit Transit buses using their Western card.
- 25.2 The Employer and the Union recognize the value of compressed workweeks, flextime arrangements and telecommuting/telework (see RCW 70.94.547, and the Governor's Executive Order 16-07).
- 25.3 Employees will continue to be eligible to park in designated college parking areas in accordance with Employer policies. The Employer may establish and charge parking fees, assess fines for violations of motor vehicle and parking regulations, order the removal of vehicles parked in violation of regulations at the expense of the violator, and seek collection of any unpaid fines; provided that any collections actions will not be reported to any credit agency.
- 25.4 Except for moves initiated by an employee's request, such as employee requested transfers or promotions, employees subject to a change of workstation, which reasonably requires a move to a different campus parking lot, will either be reimbursed for the cost of transferring the employee's parking permit to the new lot or the transfer fee will be paid directly by the department.
- 25.5 In the event another group of University employees, not covered by this Agreement, is permitted to purchase employee-parking permits at a lower rate, the lower rate will automatically be applied to employees covered by this Agreement at the University.
- 25.6 The Employer's parking rates for bargaining unit members will be as provided in Appendix B. During the term of this Agreement, if the University proposes to raise rates beyond those included in Appendix B, or otherwise make changes to mandatory subjects of bargaining related to parking (e.g., add/remove lots, change lot designations, etc.), the University will first comply with its obligations under Article 37. In the event that a committee of representatives from the University's unions (consisting of appointed delegates, up to two (2) each selected by WFSE, PSE, and UFWWU, with each union casting a single vote) is formed for the purposes of bargaining over parking issues, WFSE will delegate its authority to bargain any such issues to the committee.
- 25.7 Night shift employees (i.e., custodians, steam plant engineers and librarians) whose shifts are majority outside of 7 am – 4:30 pm hours shall have the opportunity to purchase parking permits at half price. Parking is available in the C and 12A lots with no permit needed after 4:30 pm and on weekends. Parking lot 24G will not be enforced after 5 pm.
- 25.8 The University will continue to offer pretax parking, bus passes and other commute trip reduction options via payroll deduction.

**ARTICLE 26
LICENSURE AND CERTIFICATION**

- 26.1** The Employer will continue its current practices related to licensure, certification, and required continuing education.
- 26.2** Employees will notify their appointing authority or designee if their work-related license (including a driver's license for employees who are required to hold a valid driver's license) and/or certification has expired, or has been restricted, revoked or suspended within twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to their next scheduled shift, whichever occurs first.

**ARTICLE 27
VOLUNTEERS AND STUDENT WORKERS**

The Employer will utilize volunteers and student workers only to the extent they supplement and do not supplant bargaining unit employees. Volunteers and student workers will not supervise bargaining unit employees.

**ARTICLE 28
RESIGNATION AND ABANDONMENT**

28.1 Voluntary Resignation

Employees desiring voluntary resignation shall make such resignation requests in writing to include the effective date of the resignation, the reason for the resignation, and the employee's signature and date. Failure to provide a written resignation will not affect vacation leave cash out; however, adequate notice of resignation shall still be provided in order to qualify for vacation leave cash out. The Employer may permit an employee to withdraw their resignation at any time prior to the effective date.

28.2 Unauthorized Absence/Abandonment

When an employee has been absent without authorized leave and has failed to contact the Employer for a period of three (3) consecutive working days, the employee is presumed to have resigned from their position. The Employer will make reasonable attempts to contact the employee ~~to determine the cause of the absence. Such reasonable attempts will include calling the employee~~ at their contact phone number ~~and any emergency contacts on file with the Employer~~ to determine the cause of the absence.

28.3 Notice of Separation

When an employee's resignation is presumed in accordance with Section ~~27.2~~ 28.2 above, the Employer will separate the employee by sending a separation notice to the employee by certified mail to the last known address of the employee. Such notice will include information regarding eligibility for continuation of medical benefits.

28.4 Petition for Reinstatement

An employee who has received a separation notice in accordance with Section ~~27.3~~28.3, above, may petition the Employer in writing to consider reinstatement. The employee must provide proof that the absence was involuntary or unavoidable. The petition must be received by the Employer or postmarked within seven (7) calendar days after the separation notice was deposited in the United States mail.

28.5 Grievability

Denial of a petition for reinstatement is grievable. The grievance may not be based on information other than that shared with the Employer at the time of the petition for reinstatement.

ARTICLE 29 PRIVACY AND OFF-DUTY CONDUCT

29.1 Employees have the right to confidentiality related to personal information and personnel issues to the extent provided/allowed by law. The University, the Union and the employees will take appropriate steps to maintain such confidentiality.

29.2 The off-duty activities of an employee may be grounds for disciplinary action if said activities are a violation of RCW 42.52, are detrimental to the employee's work performance or the program of the University, or otherwise constitutes just cause. An employee will report all arrests and any court-imposed sanctions or conditions that affect their ability to perform assigned duties to the Human Resources Office within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

ARTICLE 30 DISCIPLINE

30.1 The Employer will not discipline any permanent employee without just cause.

30.2 Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such and, if documented, will not be placed in the official personnel file.

30.3 When disciplining an employee, the Employer will make a reasonable effort to protect the privacy of the employee.

30.4 Except for oral reprimands, the Employer will inform an employee of their right to union representation prior to being subject to disciplinary action.

30.5 The Employer has the authority to conduct investigations.

30.6 Union Representation

A. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably

believes discipline could result. An employee may also have a union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select another representative who is available. An employee seeking representation is responsible for contacting their representative.

B. The role of the union representative in regard to Employer-initiated investigations is to provide assistance and counsel to the employee and not interfere with the Employer's right to conduct the investigation. Every effort will be made to cooperate in the investigation.

30.7 Employees placed on an alternate assignment during an investigation will not be prohibited from contacting their union steward unless there is a conflict of interest, in which case the employee may contact another union steward. This does not preclude the Employer from restricting an employee's access to the Employer's premises.

30.8 Prior to imposing an oral or written reprimand, the supervisor will make a reasonable effort to discuss the concerns with the employee.

Prior to imposing discipline, except oral or written reprimands, the Employer will inform the employee, the bargaining unit representative, and the union staff representative in writing of the reasons for the contemplated discipline and an explanation of the evidence, copies of written documents relied upon to take the action and the opportunity to view other evidence, if any. This information will be sent to the union staff representative on the same day it is provided to the employee. The employee will be provided an opportunity to respond either at a meeting scheduled by the Employer, or in writing if the employee prefers. A pre-disciplinary meeting with the Employer will be considered time worked.

30.9 The Employer will provide an employee with fifteen (15) calendar days' written notice prior to the effective date of a reduction in pay or demotion.

30.10 The Employer will provide the Union with a copy of any disciplinary letters.

30.11 The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article ~~30~~31. Oral reprimands, however, may be processed only through the top internal step of the grievance procedure and cannot be arbitrated.

ARTICLE 31 GRIEVANCE PROCEDURE

31.1 The Union and the Employer agree that it is in their best interest to resolve disputes at the earliest opportunity and at the lowest level. Whenever possible, disputes should be resolved informally prior to filing a formal written grievance. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes.

31.2 Terms and Requirements

A. Grievance Definition. A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement. Disciplinary

action may be grieved, subject to the provisions of Section ~~29.11-30.11~~ of Article ~~2930~~, Discipline. The term “grievant” as used in this Article includes the term “grievants.”

- B. Filing a Grievance. Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. The grievance will state the name of the employee or the names of the group of employees. The Union, as exclusive representative, is considered the only representative of the employee in grievance matters and has the right in a grievance to designate the person who will represent the employee on behalf of the Union.
- C. Computation of Time. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.
- D. Failure to Meet Timelines. The time limits in this Article must be strictly adhered to unless mutually modified in writing. Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.
- E. Contents. The written grievance must include the following information or it will not be processed:
 - 1. The date of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence;
 - 2. The nature of the grievance;
 - 3. The facts upon which it is based;
 - 4. The specific article and section of the Agreement violated;
 - 5. The specific remedy requested;
 - 6. The steps taken to informally resolve the grievance; and
 - 7. The name and signature of the Union representative.
- F. Modifications. No newly alleged violations may be made after the initial written grievance is filed, except by written mutual agreement.
- G. Resolution. If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

- H. Withdrawal. A grievance may be withdrawn at any time.
- I. Resubmission. If terminated, resolved or withdrawn, a grievance cannot be resubmitted.
- J. Pay. Paid release time will be provided to employees, grievants and union stewards in accordance with Article 40, Union Activities.
- K. Group Grievances. No more than five (5) grievants will be permitted to attend grievance meetings.
- L. Consolidation. Grievances arising out of the same set of facts may be consolidated by written agreement.
- M. Bypass. Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.
- N. Discipline. Disciplinary grievances will be initiated at the level at which the disputed action was taken.
- O. Grievance Files. Written grievances and responses will be maintained separately from the employee's personnel file.

31.3 Filing and Processing

- A. Filing. A grievance must be filed within twenty-eight (28) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence.

The twenty-eight (28) day period above should be used to attempt to informally resolve the dispute. The union steward or staff representative will indicate when a discussion with the Employer is an attempt to informally resolve a dispute.

- B. Alternative Resolution Methods. Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.
- C. Processing. The Union and the Employer agree that in-person meetings are preferred at all steps of the grievance process and will make efforts to schedule in-person meetings, if possible.

Step 1: Supervisor, Manager or Designee

If the issue is not resolved informally, the Union may file a written grievance to the supervisor, manager, or designee, with a copy to the Human Resources Office, within the twenty-eight (28) day period described in ~~30.3~~31.3 A. The Employer

will designate a supervisor, manager or designee who will meet in person or confer by telephone with a union steward and/or staff representative and the grievant within fourteen (14) days of receipt of the grievance, and will respond in writing to the Union within fourteen (14) days after the meeting.

Step 2: Human Resources Director or Designee

If the grievance is not resolved at Step 1, the Union may move it to Step 2 by filing the written grievance, including a copy of the Step 1 decision, with the Human Resources Office within fourteen (14) days of the Union's receipt of the Step 1 decision. The Human Resources Director or designee will hear the grievance at Step 2 and will meet in person or confer by telephone with a union steward or staff representative and the grievant within fourteen (14) days of receipt of the appeal, and will respond in writing to the Union within fourteen (14) days after the meeting.

Step 3: Mediation or Pre-Arbitration Review Meetings (PARM)

1. Disciplinary and Disability Separation Grievances (excluding written reprimands). If the grievance is not resolved at Step 2, the Union may file a request for mediation with the Public Employment Relations Commission (PERC) in accordance with WAC 391-55-020, and the Human Resources Director or designee within thirty (30) days of receipt of the Step 2 decision. In addition to all other filing requirements, the request must include a copy of the grievance and all previous responses.
2. Non-Disciplinary and Written Reprimand Grievances (excluding disability separations). If the grievance is not resolved at Step 2, the Union may request a PARM by filing the written grievance including a copy of all previous responses with the Director of Human Resources or designee within thirty (30) days of receipt of the Step 2 decision. Within fifteen (15) days of the receipt of all the required information, the Director of Human Resources will either:
 - i. Notify the Union in writing that a PARM will be scheduled with the Human Resources representative, and the Union's staff representative to review and attempt to settle the dispute.

OR

- ii. Notify the Union in writing that no PARM will be scheduled.

Within thirty (30) days of the request, a PARM will be scheduled. The meeting will be conducted at a mutually agreeable time.

The proceedings of any mediation or PARM will not be reported or recorded in any manner, except for written agreements reached by the parties during the course of the mediation or PARM. Unless they are independently admissible, statements

made by or to the mediator, or by or to any party or other participant in the mediation or PARM, may not be:

1. Later introduced as evidence;
2. Made known to an arbitrator or hearings examiner at a hearing; and/or
3. Construed for any purpose as an admission against interest.

Step 4: Arbitration

If the grievance is not resolved at mediation or a PARM, or the Human Resources Director or designee notifies the Union in writing that no PARM will be scheduled, the Union may file a demand for arbitration. The demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within thirty (30) days of the mediation session, PARM or receipt of the notice that no PARM will be scheduled. Simultaneous with filing, copies of the demand for arbitration will be provided to the Human Resources Director or designee.

D. Selecting an Arbitrator. 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.

E. Authority of the Arbitrator

1. The arbitrator will:
 - a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
 - b. Be limited in the decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
 - c. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement;
 - d. Not have the authority to order the Employer to modify staffing levels or to direct staff to work overtime.
2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by

telephone at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

F. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room(s), will be shared equally by the parties.
2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
3. If either party desires a record of the arbitration, a court reporter may be used. The requesting party will pay the cost of the court reporter. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
4. Each party is responsible for the costs of its attorneys, representatives, witnesses, travel expenses, and any fees. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the union steward.
5. If after the arbitrator issues their award, either party files a motion with the arbitrator for reconsideration, the moving party will bear the additional expenses of the arbitrator.

**ARTICLE 32
LEGAL DEFENSE**

If a bargaining unit employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of their employment for the State, the employee has the right to request representation and indemnification through the University and the State Attorney General according to RCW 28B.10.842 and RCW 4.92.

**ARTICLE 33
EMPLOYEE ASSISTANCE PROGRAM**

- 33.1** The Employer agrees to provide all bargaining unit employees and family members access to a confidential employee assistance program selected and paid for by the Employer.
- 33.2** Employees can request a work schedule adjustment to allow access to the services of the employee assistance program.

ARTICLE 34 EMPLOYEE FILES

- 34.1** The University will maintain one (1) official personnel file for each employee. Human Resources will maintain the personnel file. This will not preclude the maintenance of all lawful files and records as needed by the Employer. Additional employee files may include supervisory files, attendance files, payroll files, and medical files. All references to “supervisory file” in this Agreement refer to a file kept by the employee’s first-line supervisor.
- 34.2** Each employee has the right to review their personnel file, supervisory file, attendance file, payroll file and medical file. The Employer will determine the location of all employee files. An employee may arrange to examine their own employee files. Written authorization from the employee is required before any representative of the employee will be granted access to employee files. Review of employee files will be in the presence of an Employer representative during business hours. The employee and/or representative may not remove any contents. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative.
- 34.3** An employee may insert a reasonable amount of job-related material in their personnel file that reflects favorably on their job performance. An employee may provide a written rebuttal to any information in their files that they consider objectionable.
- 34.4** 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 wrongdoing, will be promptly removed from the employee’s files. The Employer may retain this information in a legal defense file in accordance with RCW 41.06.450.
- 34.5** When documents in an employee file are the subject of a public disclosure request under RCW 42.56, the Employer will provide the employee with a copy of the request at least seven (7) calendar days in advance of the intended release date.
- 34.6** Employees will be provided a copy of all adverse material at the time the materials are included in the personnel file.
- 34.7** Information in employee files will be retained only as long as it has a reasonable bearing on the employee’s job performance or upon the efficient and effective management of the University.
- 34.8** Anonymous material, not otherwise substantiated, will not be placed in an employee file.
- 34.9** The University will ensure the security and confidentiality of employee files.
- 34.10** Medical files will be kept separate and confidential in accordance with state and federal law.
- 34.11** Supervisory files will be purged of the previous year’s job performance information following completion of the annual performance evaluation, unless circumstances warrant otherwise.

34.12 Removal of Documents

- A. Written reprimands will be removed from an employee's personnel file after three (3) years if:
 - 1. Circumstances do not warrant a longer retention period;
 - 2. There has been no subsequent discipline; and
 - 3. The employee submits a written request for its removal.
- B. Records of disciplinary actions involving reductions in pay, suspensions or demotions, and written reprimands not removed after three (3) years will be removed after six (6) years if:
 - 1. Circumstances do not warrant a longer retention period;
 - 2. There has been no subsequent discipline; and
 - 3. The employee submits a written request for its removal.
- C. Nothing in this Section will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate RCW 41.06.450.

ARTICLE 35 REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

- 35.1** The Employer and the Union will comply with all relevant federal and state laws, federal and state regulations, and Employer policy providing reasonable accommodations to qualified individuals with disabilities. The Employer will maintain written procedures for reasonable accommodation for qualified individuals with disabilities. Upon request, the Human Resources Office will make the reasonable accommodation written procedures available to an employee.
- 35.2** Employees who believe that they suffer a disability and require a reasonable accommodation to perform the essential functions of their position may request such an accommodation by submitting a request to the Employer.
- 35.3** Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion at Employer expense. Medical information disclosed to the Employer will be kept confidential.
- 35.4** The Employer will determine whether an employee is eligible for a reasonable accommodation and the accommodation to be provided.

- 35.5** An employee with permanent status may be separated from service when the Employer determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory, or physical disability, which cannot be reasonably accommodated. Determinations of disability, reasonable accommodation, and disability separation may be made by the Employer based on an employee's written request for disability separation or after obtaining a written statement from a licensed physician or licensed mental health professional. The Employer can require an employee to obtain an independent medical examination, at Employer expense, from a licensed physician or licensed mental health professional of the Employer's choice. Evidence may be requested from the licensed physician or licensed mental health professional regarding the employee's limitations.
- 35.6** When the Employer has medical documentation of the employee's disability and has determined that the employee cannot be reasonably accommodated in their present position, or in any vacant funded position for which they qualify, or the employee requests separation due to disability, the Employer may immediately separate the employee.
- 35.7** The Employer will inform the employee in writing of the option to apply to return to employment prior to their separation due to disability. The Employer will provide assistance to individuals seeking reemployment under this Article for two (2) years. If reemployed, upon successful completion of the employee's probationary period, the time between separation and reemployment will be treated as leave without pay and will not be considered a break in service.
- 35.8** A disability separation is not a disciplinary action. Disability separation at the employee's request is not subject to the grievance procedure in Article 30.

ARTICLE 36 LAYOFF AND RECALL

36.1 Layoffs

- A. The University will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article. A layoff is an employer-initiated action that results in;
1. Separation from service;
 2. Employment in a class with a lower salary range maximum;
 3. Reduction in the work year; or
 4. Reduction in the number of work hours.
- B. When it is determined that layoffs, other than a temporary layoff, will occur within a layoff unit, the Employer will provide the Union with:
1. As much advance notice as possible, but not less than thirty (30) calendar days' notice;

2. Opportunity to meet with affected employees prior to the implementation of the layoff; and
3. An invitation to meet under the provisions of Article 3839, Joint Labor Management Committee, of this Agreement.

The Employer will explore options including reduction of hourly employees.

36.2 Basis for Layoff

- A. The reasons for layoffs include, but are not limited to, the following:
 1. Lack of funds;
 2. Lack of work; or
 3. Good faith organizational change.
- B. Examples of layoff actions due to lack of work include, but are not limited to:
 1. Termination of a project or special employment;
 2. Availability of fewer positions than there are employees entitled to such positions;
 3. Employee's ineligibility to continue in a position following its reallocation to a class with a higher salary maximum; or
 4. Employee's ineligibility to continue, or choice not to continue, in a position following its reallocation to a class with a lower salary range maximum.

36.3 Voluntary Layoff, Leave of Absence or Reduction in Hours

An employee may volunteer to be laid off, take an unpaid leave of absence or reduce their hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in the University on unpaid leave at the same time, the Employer will determine who will be granted a leave of absence and/or reduction in hours based upon staffing needs. Employees who volunteer to be laid off may request to have their names placed on the appropriate layoff list for the job classifications in which they held permanent status.

36.4 Probationary Employees

Employees with permanent status will not be separated from state service through a layoff action without first being offered positions they have the skills and abilities to perform within their current job classification within the layoff unit currently held by probationary employees. Probationary employees will be separated from employment before permanent employees.

36.5 Temporary Layoff – Employer Option

- A. The Employer may temporarily reduce the work hours of an employee to no less than twenty (20) per week due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive seven (7) calendar days' notice of a temporary reduction of work hours. A temporary reduction in hours may not be for more than sixty (60) calendar days in a fiscal year unless the Union and the Employer mutually agree to a longer duration.
- B. The Employer may temporarily lay off an employee for up to thirty (30) calendar days in a fiscal year due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive seven (7) calendar days' notice of a temporary layoff. The notification will specify the nature and duration of the temporary layoff.
- C. The following applies during a temporary layoff:
 - 1. An employee's adjusted service date, seniority, unbroken service date, and periodic increment date will not be adjusted for periods of time spent on temporary layoff;
 - 2. An employee's vacation and sick leave accruals will not be impacted by periods of time spent on temporary layoff;
 - 3. An employee's holiday compensation will not be impacted by periods of time spent on temporary layoff; and
 - 4. The duration of an employees' probationary period or trial service period shall not be extended for periods of time spent on temporary layoff.
 - 5. The opportunity to apply for any internal job opportunities.
- D. An employee who is temporarily laid off will not be entitled to:
 - 1. Be paid any leave balance; except, if the layoff is not due to loss of funding or revenue shortfall, upon request, an employee will be paid for accrued vacation leave up to the equivalent of their regular work schedule for the duration of the layoff;
 - 2. Bump to any other position; or
 - 3. Be placed on a layoff register.
- E. A temporary reduction of work hours or layoff being implemented as a result of lack of work, shortage of material or equipment, or other unexpected or unusual reason will be in accordance with seniority, as defined by Article 39, Seniority, among the group of employees with the required skills and abilities as defined in

Section ~~35.6-36.6~~ in the job classification at the location where the temporary reduction in hours or layoff will occur.

36.6 Layoff Units

- A. A layoff unit is defined as the entity or administrative/organizational unit within the University used for determining the available options for employees who are being laid off.
- B. The layoff unit(s) are:
 - 1. All employees covered by this Agreement in bargaining units A, B, and E; and
 - 2. Project employment.

36.7 Skills and Abilities

Skill and abilities are documented criteria found in license/certification requirements, federal and/or state requirements, position descriptions, bona fide occupational qualifications approved by the Human Rights Commission, recruitment announcements or other Employer documents that reference position requirements. No formal changes to position descriptions will occur upon notification to the Union, as per Section ~~35.1.B~~36.1.B, that a layoff will occur.

An employee may provide documentation of their skills and abilities on a resume, job application, and/or other documentation showing paid or volunteer work experience.

36.8 Comparable Positions

For the purposes of layoff and recall, a comparable position is one which has the same annual full time equivalent (FTE), appointment percentage, job classification, salary range, and geographic location as the position held by the employee subject to a layoff.

A less than comparable position, in total, has; a lower percentage of annual FTE, lower appointment percentage, lower paid job classification, lower salary range, and/or different geographic location.

36.9 Options within the Layoff Unit

- A. Employees will be laid off in accordance with seniority, as defined in Article ~~39~~40, Seniority. The Employer will determine if the employee possesses the required skills and abilities for the position and the comparability of the position. The Employer may require updated information from the employee regarding their current skills and abilities. Employees being laid off will be provided one (1) option within the layoff unit:
 - 1. A funded, vacant, comparable position for which the employee has the skills and abilities, within their current job classification.

2. A funded, filled, comparable position held by the least senior employee for which the employee has the skills and abilities, within their current job classification. The search for a layoff option under this section will end when an option is found or when the search reaches a position occupied by an employee with equal or greater seniority than that of the laid off employee.
 3. A funded vacant position that is less than comparable in one or more aspects, for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job class series in which the employee has held permanent status.
 4. A funded filled position that is less than comparable in total, held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job class series in which the employee has held permanent status.
- B. The option will be determined, as specified above, in descending order of comparability to the position from which the employee is being laid off one (1) progressively lower level at a time.
 - C. If a job classification in which an employee previously held status has been abolished or revised, a crosswalk to the class series will be used to identify any layoff options.
 - D. An employee in a position that is reduced in work year or work hours will have the choice of remaining in the reduced position. If the employee declines, the layoff process will be applied.

36.10 Outplacement Services

The University will continue to offer outplacement services for employees who are laid off or at risk for layoff.

36.11 Notification to Permanent Employees

- A. Except for temporary reduction in work hours and temporary layoffs as provided in Section ~~35.536.5~~, permanent employees will receive written notice at least thirty (30) calendar days before the effective layoff date. The notice will include:
 1. The basis for the layoff;
 2. The employee's layoff option(s) including any requirement for the employee to serve a transition review period;
 3. The specific layoff lists for which the employee is entitled to placement; and

4. The date by when an employee must select a layoff option and the employee's right to grieve the layoff.

The Union will be provided with a copy of the notice.

- B. Except for temporary reduction in work hours and temporary layoffs as provided in Section ~~35.536.5~~, if the Employer chooses to implement a layoff action without providing thirty (30) calendar days' notice, the employee will be paid their salary for the days that they would have worked had full notice been given.
- C. Employees may request, and the University may agree, to a layoff action prior to the expiration of the thirty (30) calendar day minimum notice if a vacant funded option is available.
- D. Employees will be provided five (5) calendar days to accept or decline, in writing, any option provided to them. This time period will run concurrent with the thirty (30) calendar days' notice provided by the Employer to the employee.
- E. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday.

36.12 Salary

Employees appointed to a position as a result of a layoff action will have their salary determined as follows:

- A. Current Salary Level

Employees who accept another position with their current salary range will retain their current salary.

- B. Lower Salary Level

An employee who accepts another position with a lower salary range will be paid an amount equal to their current salary, provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

- C. Appointment from a Layoff List

1. Employees who are appointed from a layoff list to a position with the same salary range from which they were laid off will be paid the amount for which they were compensated when laid off plus any across the board adjustments, including salary survey adjustments that occurred during the time they were laid off.

2. Employees who are appointed from a layoff list to a position with a lower salary range than the position from which they were laid off will be paid an amount equal to the salary they were receiving at the time they were laid off, provided it is within the salary range of the new position. In those cases where the employee's prior salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

36.13 Transition Review Period

- A. The Employer will require employees to complete a six (6) month transition review period when the employees accept a layoff option to a job classification in which they have not held permanent status or have been appointed from a layoff list. The Employer may extend the transition review period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months.
- B. The Employer will have the authority to shorten an employee's transition review period. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.
- C. The Employer may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the appropriate layoff list. The employee will remain on the list until such time as their eligibility expires or they have been rehired. Separation during the transition review period will be subject to the grievance procedure in Article 30, up to the top internal step.

36.14 Recall

- A. The Employer will maintain a layoff list for each job classification. Permanent employees who are laid off may have their names placed on the layoff list for the job classification from which they were laid off or bumped, even if they refused a comparable layoff option. Additionally, employees may request to have their names placed on the appropriate layoff list for other job classifications in which they have held permanent status and all lower classification in these class series, provided they were not demoted for cause from the classification in the last six (6) years. An employee's name will remain on the layoff list for three (3) years from the effective date of their layoff.
- B. When a vacancy occurs within the University and where there are names on a layoff list, the Employer will consider all of the laid-off employees in accordance with Article 34, Hiring and Appointments, who have the skills and abilities to perform the duties of the position to be filled. An employee who is offered a comparable position and refuses the offer, including the refusal of a formal comparable layoff option, will have their name removed from the appropriate layoff list after three (3) refusals.

36.15 Project Employment

- A. Permanent project employees have layoff rights. Options will be determined using the procedure outlined in Sections ~~35.8-36.8~~ and ~~35.9-36.9~~, above.
- B. Permanent status employees who left regular classified positions to accept project employment without a break in service have layoff rights within the job classification they held immediately prior to accepting project employment.

ARTICLE 37 MANAGEMENT RIGHTS

37.1 Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

- A. Determine the Employer's functions, programs, organizational structure and use of technology;
- B. Determine the Employer's budget and size of the institution of higher education's workforce and the financial basis for layoffs;
- C. Direct and supervise employees;
- D. Take all necessary actions to carry out the mission of the State and its institutions during emergencies;
- E. Determine the Employer's mission and strategic plans;
- F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
- G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
- H. Establish or modify the workweek, daily work shift, hours of work and days off;
- I. Establish work performance standards, which include, but are not limited to the priority, quality and quantity of work;
- J. Establish, allocate, reallocate or abolish positions and determine the skills and abilities necessary to perform the duties of such positions;
- K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer and temporarily or permanently lay off employees;
- L. Determine, prioritize and assign work to be performed;

- M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;
 - N. Determine training needs, methods of training, and employees to be trained;
 - O. Determine the reasons for and methods by which employees will be laid off; and
 - P. Suspend, demote, reduce pay, discharge and/or take other disciplinary actions.
- 37.2** The Employer has the right to exercise all of the above rights and the lawful rights, prerogatives and functions of management. The Employer's non-exercise of any right, prerogative or function will not be deemed a waiver of such right or establishment of a practice.

**ARTICLE 38
MANDATORY SUBJECTS**

- 38.1** T The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Executive Director of the Union and the Labor Advocate, with copies to the appropriate bargaining unit representative an to MandatoryNotice@wfse.org, of these changes and the Union may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. The Union will notify the Associate Director of Human Resources of any demands to bargain. The Union's request for bargaining should identify any known impacts to bargain. In the event the Union does not request discussions and/or negotiations within twenty-one (21) calendar days, the Employer may implement the changes without further discussions and/or negotiations. The timeframe for filing a demand to bargain will begin after the University has sent written notice to the Union. The parties will begin bargaining within thirty (30) calendar days of the receipt of the request to bargain, absent mutual agreement to delay the start of the bargaining process. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.
- 38.2** The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities. The Union will provide the Employer with the names of its employee representatives at least fourteen (14) calendar days in advance of the meeting date unless the meeting is scheduled sooner, in which case the Union will notify the Employer as soon as possible.
- 38.3 Release Time**
- A. The Employer will approve paid release time for a reasonable number of employee representatives who are scheduled to work during the time negotiations are being conducted, provided the absence of the employee will not interfere with the operating needs of the University. The Employer will approve compensatory time, vacation leave or leave without pay for additional employee representatives provided the absence of the employee will not interfere with the operating needs of the University.

- B. No overtime or compensatory time will be incurred as a result of negotiations and/or preparation for negotiations.
- C. The Union is responsible for paying any travel or per diem of employee representatives. Employee representatives may not use a state vehicle to travel to and from a bargaining session, unless authorized by the University for business purposes.

ARTICLE 39 JOINT LABOR-MANAGEMENT COMMITTEE

39.1 Purpose

The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, a Joint Labor-Management Committee will be established. Ad hoc committees may be established by mutual agreement. The purpose of the committee(s) is to provide communication between the parties, to share information, to address concerns and to promote constructive union-management relations.

39.2 Committees

Either party may propose items for discussion on topics which may include, but are not limited to: administration of the Agreement, changes to applicable law, legislative updates, resolving workplace problems and/or organizational change.

The committee(s) will meet, discuss and exchange information of a group nature and general interest to both parties.

A. Composition. The Employer and Union will be responsible for the selection of their own representatives. The committee(s) will consist of up to six (6) employer representatives and up to six (6) employee representatives. If agreed to by both parties, additional representatives may be added.

B. Participation

1. The Union will provide the Employer with the names of their committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. The Employer will release employee representatives to attend committee meetings provided the absence of the employee will not interfere with the business needs and work requirements of the Employer.
2. Employees attending pre-meetings during their work time will have no loss in pay for up to thirty (30) minutes per committee meeting. Attendance at pre-meetings during the employee's non-work time will not be compensated for nor be considered as time worked.

3. Employees attending committee meetings during their work time will have no loss in pay. Attendance at meetings during employees' non-work time will not be compensated for nor be considered as time worked.
 4. The Union is responsible for paying any travel or per diem expenses of employee representatives.
- C. Meetings. All committee meetings will be regularly scheduled on mutually acceptable dates and times. Agenda items will be exchanged prior to the meeting date. Each party may keep written records of meetings. If the topics discussed require follow-up by either party, it will be documented and communication will be provided by the responsible party.
- D. Scope of Authority. Committee meetings will be used for communications between the parties, to share information and to address concerns. The committee will have no authority to conduct any negotiations or modify any provision of this Agreement. The committee's activities and discussions will not be subject to the grievance procedure in Article 30.

ARTICLE 40 SENIORITY

40.1 Definition

- A. Seniority for classified employees will be defined as the employee's length of unbroken classified service.
- B. Adjustments. All time spent in leave without pay status will be deducted from the calculation of seniority, except when the leave without pay is taken for:
1. Military leave;
 2. Compensable work-related injury or illness leave;
 3. Governmental service leave;
 4. Reducing the effects of layoff;
 5. Cyclic employment leave;
 6. Union activities in accordance with Article ~~40.8~~ 41.8 and ~~40.12~~ 41.12;
 7. Temporary employment with the Union in accordance with Article ~~40.9~~ 41.9 and ~~40.11~~ 41.11;
 8. Formal contract negotiations in accordance with RCW 41.80;
 9. Approved leave covered under federal Family and Medical Leave Act, leave as an accommodation under the Americans with Disabilities Act, parental

leave, pregnancy disability leave (provided under Section ~~15.216.2~~), and/or Paid Family and Medical Leave; and/or

10. Suspended operations.

- C. Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with Section ~~35.5-36.5~~ of Article ~~3536~~, Layoff and Recall, will not be deducted from the calculation of seniority.
- D. Employees who are separated from state service due to layoff and are reemployed within three (3) years of their separation date will not be considered to have a break in service. The time the employee is on the layoff list will be treated as leave without pay.
- E. For the purposes of layoffs, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans, to the surviving spouse of a veteran, or to the surviving registered domestic partner as defined by RCW 26.60.020 and 26.60.030, as provided for in RCW 41.06.133.
- F. For employees who are separated due to disability and are reemployed within two (2) years, in accordance with Article ~~3435~~, Reasonable Accommodation and Disability Separation, the time between separation and reemployment will be treated as leave without pay and will not be considered a break in service.

40.2 Ties

If two (2) or more employees have the same unbroken classified service date, ties will be broken in the following order:

- A. Longest continuous time within their current job classification;
- B. Longest continuous time with the institution; and
- C. By lot.

40.3 Seniority List

The Employer will prepare and maintain a seniority list. The list will be updated annually and will contain each employee's name, job classification and seniority date. A copy of the seniority list will be provided to the Union as requested.

40.4 Application

Agreed changes to the Employer's methods for adjusting seniority dates will apply prospectively. Seniority dates will not be retroactively adjusted when such changes take effect.

ARTICLE 41 UNION ACTIVITIES

41.1 Representation

Upon request, an employee will have the right to representation at all levels on any matter adversely affecting their conditions of employment. The exercise of this right will not unreasonably delay or postpone a meeting. Except as otherwise specified in this Agreement, representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings or other routine communications with an employee.

41.2 Staff Representatives

- A. The Union will provide the University with a written list of staff representatives. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.
- B. Staff representatives will have access to the University's non-secure offices or facilities to carry out representational activities. The representatives will notify management prior to their arrival and will not interrupt the normal operations of the University. In accordance with Section ~~40.5~~ 41.5 below, the staff representative may meet with bargaining unit employees in non-work areas during the employee's meal periods, rest periods, and before and after their shift.
- C. The University's written Board of Trustee or administrative policies pertaining to employees represented by the Union will be made available to staff representatives.

41.3 Union Stewards and Others

- A. Steward List. The Union will provide the Employer with a written list of each current union steward and officer and the bargaining unit for which they are responsible. The Union will maintain the list. The Employer will not recognize an employee as a union steward or officer if their name does not appear on the list.
- B. Paid Release Time. Union stewards and officers will be granted a reasonable amount of time during their normal working hours to investigate and process grievances in accordance with Article 30, Grievance Procedure. In addition, union stewards and officers will be released during their normal working hours to prepare for and attend meetings within the steward's bargaining unit for the following representational activities:
 - 1. Management scheduled investigatory interviews and pre-disciplinary meetings, in accordance with Article ~~29~~ 30, Discipline;
 - 2. Management scheduled new employee orientation, in accordance with Article 9 ~~10~~, Training and Employee Development;

3. Pre-meetings and Joint Labor-Management Committees in accordance with Article 38, Joint Labor-Management Committee; and
 4. Informal grievance resolution, grievance meetings, mediation sessions, alternative dispute resolution meetings and arbitration hearings in accordance with Article 30, Grievance Procedure, and held during their work time.
- C. Notification. The union steward or officer will request approval from their supervisor before attending any meeting or hearing during their work hours. Said requests will not be unreasonable denied. All requests must include the approximate amount of time the steward expects the activity to take. Union stewards or officers will suffer no loss in pay for attending management scheduled meetings and hearings that are scheduled during the union steward's or officer's work time. Attendance at meetings or hearings during the union steward's or officer's non-work hours will not be considered as time worked. Union stewards or officers cannot use state vehicles to travel to and from a work site in order to perform representational activities unless authorized by the University.

If the amount of time a union steward or officer spends performing representational activities unreasonably interferes with the ability to accomplish assigned duties, the Employer will immediately notify the Union for resolution. The Employer may continue to release the steward or officer.

41.4 Employees

- A. Paid Release Time. Employees will be provided a reasonable amount of paid release time during their normal working hours to meet with the union steward and/or staff representative to process a grievance. In addition, employees will be released during their normal working hours to prepare for and attend meetings or hearings scheduled by management for the following:
1. Informal grievance resolution, grievance meetings, alternative dispute resolution meetings, mediation sessions and arbitration hearings, in accordance with Article ~~3031~~, Grievance Procedure, and held during their work time;
 2. Management scheduled investigatory interviews and/or pre-disciplinary meetings, in accordance with Article ~~2930~~, Discipline, and;
 3. Negotiations in accordance with Article ~~3738~~, Mandatory Subjects.
- B. When employees are subpoenaed as witnesses on behalf of the Union in an arbitration case, the employees may appear without loss of pay if they appear during their work time, providing the testimony given is related to their job function or involves matters they have witnessed, and is relevant to the arbitration case. Every effort will be made to avoid the presentation of repetitive witnesses.

- C. Notification. An employee will obtain prior approval from their supervisor before attending any meeting or hearing. All requests must include the approximate amount of time the employee expects the activity to take. As determined by the supervisor, any University business requiring the employee's immediate attention must be completed prior to attending the meeting or hearing. Employees will suffer no loss in pay for attending management scheduled meetings and hearings that are scheduled during the employee's work time. Attendance at meetings or hearings during the employee's non-work hours will not be considered as time worked. An employee cannot use a state vehicle to travel to and from a worksite in order to attend a meeting or hearing unless authorized by the University.

If the amount of time an employee spends attending meetings or hearings is affecting their ability to accomplish their assigned duties, the University will not continue to release the employee and the Union will be notified.

41.5 Use of State Facilities, Resources, and Equipment

- A. The Union may use the University's facilities, resources and equipment consistent with the provisions of Washington State law and as described below.
- B. Union Office. The University will continue their current practice of renting the Union office space. Such space will include, but is not limited to, heat, telephone, and computer access.
- C. Meeting Space and Facilities. The Employer's campuses and facilities may be used by the Union to hold meetings subject to the Employer's policy, availability of the space and with prior written authorization of the Employer.
- D. Supplies and Equipment. The Union and employees will not use state-purchased supplies or equipment to conduct union business or representational activities. This does not preclude the use of the telephone for representational activities if there is no cost to the University, the call is brief in duration and it does not disrupt or distract from University business.
- E. E-mail, Fax Machines, the Internet, and Intranets. The Union and employees will not use state-owned or operated e-mail, fax machines, the Internet, or intranets to communicate with one another regarding union business. However, employees may use state-owned e-mail to request union representation or to notify the Human Resources Office of their intent to distribute Union material per Article [40-741.7](#). In addition, union representative, shop stewards, and Joint Labor Management Committee members may use state owned/operated equipment to communicate with affected employees, the Union and/or the Employer for the exclusive purpose of administration of this Agreement, including electronic transmission of grievances and responses in accordance with Article [3031](#), Grievance Procedure. Such use will:
1. Result in little or no cost to the Employer;

2. Be brief in duration and frequency;
 3. Not interfere with the performance of their official duties;
 4. Not distract from the conduct of state business;
 5. Not disrupt other state employees and not obligate other employees to make a personal use of state resources;
 6. Not compromise the security or integrity of state information or software; and
 7. Not include general communication and/or solicitation with employees.
- F. The Union and its shop stewards will not use the above-referenced state equipment for union organizing, internal union business, advocating for or against the Union in an election or any other purpose prohibited by the Executive Ethics Board. Communication that occurs over state-owned equipment is the property of the Employer and may be subject to public disclosure.
- G. The Union may use University duplicating services, and shall pay the rate charged to other non-university users.

41.6 Bulletin Boards and Newsstands

The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. In bargaining units where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with a board or space. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethics laws and identified as union literature. If requested, the Employer will identify area(s) where Union provided newsstand(s) can be located. Union provided newsstand(s) must meet the Employer's campus standards. Union communications will not be posted or otherwise disseminated in any other location on the campus, except as provided in the Employer policy and in [Section 40.7-41.7](#) below.

41.7 Distribution of Material

A Union-designated employee will have access once per month to their worksite for the purposes of distributing Union information to other bargaining unit employees provided:

- A. The employee is on break time or off duty;
- B. The distribution does not disrupt the Employer's operation;
- C. The distribution will normally occur via desk drops or mailboxes as determined by the Director of Human Resources or their designee. In those cases where circumstances do not permit distribution by those methods, an alternative method will be mutually agreed upon; and

- D. The employee notifies the Human Resources Office in advance of their intent to distribute information.

41.8 Time Off for Union Activities

- A. Union-designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions. The employees' time off will not interfere with the operating needs of the University as determined by management. If the absence is approved, the employees may use accumulated compensatory time, personal holiday, or vacation leave instead of leave without pay. However, employees must use compensatory time prior to their use of vacation leave, unless the use would result in the loss of their vacation leave.
- B. Union Meetings. The University will continue the current practice of allowing employees to attend local meetings, if they occur on work time. Employees must request release time to attend at least two (2) working days in advance and state the expected duration. Employees will make every effort to combine their attendance at local meetings with their lunches and/or breaks. Generally, local Union meetings will occur after 5:00 p.m.
- C. The Union will give the Employer a written list of the names of the employees it is requesting attend the above-listed activities, at least fourteen (14) calendar days prior to the activity.

41.9 Temporary Employment with the Union

With thirty (30) calendar days' notice, unless agreed otherwise, employees may be granted leave without pay to accept temporary employment with the Union of a specified duration, not to exceed six (6) months, provided the employee's time off will not interfere with the operating needs of the University as determined by management. The parties may agree to an extension of leave without pay up to an additional six (6) months. The Union will reimburse the Employer for the fully burdened costs of the position the Employer incurs as a result of an employee accepting the temporary employment. The Union will reimburse the agency by the 20th of each month for the previous month. The returning employee will be employed in a position in the same job classification and the same geographical area, as determined by the Employer.

41.10 Employer Committee Meetings

The Employer will continue its current practices requesting nominees from the Union to serve on Employer committees, where deemed appropriate. Time spent serving on Employer committees will be considered time worked.

41.11 WFSE Council President and Vice-President

- A. Leave of Absence. Upon request of the Union, the Employer will grant leave with pay for the WFSE Council President and Vice-President for the term of their office. The Union will give the Employer at least thirty (30) calendar days' prior notice,

unless otherwise agreed. The Union will reimburse the Employer for the “fully burdened costs of the positions” the Employer incurs as a result of placing the Council President and Vice-President on leave with pay during the period of absence. The Union will reimburse the Employer by the 20th of each month for the previous month.

- B. Leave Balances. The President and Vice-President will accrue vacation and sick leave during the period of absence; however, when the President and Vice-President return to state service their leave balances will not exceed their leave balances on the date the period of absence commenced. If the President or Vice-President retire or separate from state service at the end of the period of absence, their leave balances will not exceed their leave balances on the date the period of absence commenced. Reporting of leave will be submitted to the Employer. All leave requests will be submitted within the required time limits.
- C. Indemnification. The Union will defend, indemnify and hold harmless the Employer for any and all costs including attorneys’ fees, damages, settlements, or judgments, or other costs, obligations, or liabilities the Employer incurs as a result of any demands, claims, or lawsuits filed against the Employer arising out of or in relation to actions taken by the President or Vice-President, or their status as President and Vice President, during the period of absence.
- D. Return Rights. The President and Vice-President will have the right to return to the same position or in another position in the same job classification and the same geographic area as determined by the Employer, provided such reemployment is not in conflict with other articles in this Agreement. If the job classification of the position to which the President and/or Vice-President has return rights has been abolished or revised, a crosswalk to the class series will be used to identify their return rights. The employer will assess any training needs required to update the returning employee to changes that have occurred in the position, and will provide such training to the returning employee. Any layoff as a result of the return will be processed in accordance with Article ~~3536~~, Layoff and Recall. The employee and the Employer may enter into a written agreement regarding return rights at the commencement of the leave. The period of leave will not impact the employee’s seniority date.

41.12 WFSE- Western Washington University Master Agreement Negotiations

A. Release Time

- 1. The Employer will approve paid release time for formal negotiations for up to seven (7) Union team members, who are scheduled to work on the day negotiations are being conducted. For preparatory meetings occurring on days when formal negotiations are not scheduled and for travel to and from the sessions, the Employer will approve compensatory time, vacation leave, personal holiday, or leave without pay, or at the discretion of their supervisor, an employee may be allowed to adjust their work hours.

2. Union team members who work swing or graveyard shifts will be allowed to change to day shift for the week during which formal negotiations or preparatory meetings are scheduled.
 3. If the release or change of shift for an employee creates unusual or significant coverage issues, the Employer will notify the Union's chief negotiator to discuss alternatives.
 4. Per diem and travel expenses will be paid by the WFSE for union team members. No overtime or compensatory time will be incurred as a result of negotiations and/or travel to and from negotiations.
 5. The Union will give the Employer a written list of names of the employees it is requesting to attend the above-listed activities at least twenty-one (21) calendar days prior to the activity.
- B. Confidentiality/Media Communication. Bargaining sessions will be closed to the press and the public unless agreed otherwise by the chief spokespersons. No proposals will be placed on the parties' web sites. The parties are not precluded from generally communicating with their respective constituencies about the status of negotiations while they are taking place. There will be no public disclosure or public discussion of the issues being negotiated until resolution or impasse is reached on all issues submitted for negotiations.

ARTICLE 42 UNION DUES DEDUCTION AND STATUS REPORTS

42.1 Union Dues

- A. Upon receipt of notice from the Union that an employee has authorized deduction of Union dues, the Employer will deduct from the employee's salary an amount equal to the dues required to be a member of the Union. The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.
- B. Forty-five (45) calendar days prior to any change in dues, the Union will provide notice to the Employer of the percentage and maximum dues to be deducted from the employee's salary.

42.2 Notification to Employees

The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. Upon appointment to a bargaining unit position, the Employer will furnish the employees with membership materials provided by the Union. The Employer will inform employees in writing, if they are subsequently appointed to a position that is not in a bargaining unit.

42.3 Deduction Authorization

The Employer agrees to deduct an amount equal to the membership dues from the salary of employees who authorize such deduction within thirty (30) days of the receipt of written notice from the Union that the employee has authorized dues deductions. The Employer will honor the terms and conditions of each employee's signed membership card. The Employer will provide payments for the deductions to the account directed by the Union each pay period.

42.4 Revocation

An employee may revoke their authorization for payroll deduction payments to the Union by written notice to the Union in accordance with the terms and conditions of the signed membership card. Every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll after receipt by the Employer of confirmation from the Union that the terms of the employee's signed membership card regarding dues deduction revocation have been met.

42.5 Voluntary Deductions

A. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to electronically remit any deductions made pursuant to this provision to the Union together with an electronic report showing:

1. Employee name;
2. Unique employee system identification number; and
3. Amount deducted; and
4. Deduction code.

B. The parties agree this Section satisfies the Employer's obligations and provides for the deduction authorized under section 1 (6) of RCW 41.04.230.

42.6 Employee Status Reports

Each pay period, the Employer will provide the Union a list of all employees in the bargaining units. The electronic list will be sent to WFSE headquarters. The report will contain:

1. Employee identification number;
2. Name;
3. Home address and/or mailing address;
4. Home telephone number;
5. Agency code;

6. Organization;
7. Work location;
8. Mail stop;
9. Work telephone number;
10. Work e-mail address
11. Employment status;
12. Classification code and title;
13. Appointment percentage and FTE;
14. Shift premium indicator;
15. Pay period earnings (total salary from which union dues/fees are calculated);
16. Seniority date;
17. Original hire date;
18. Current hire date;
19. Membership status;
20. Bargaining unit code and title;
21. Position number; and
22. Action reason title and effective date (including entering or leaving the bargaining unit and starting or stopping dues)

In addition to the above status report, the University will continue to provide an electronic report on a monthly basis the names and addresses of all employees who are no longer paying dues and the reason why (e.g., promoted/transferred out of the bargaining unit, leave without pay, seasonal or cyclic employee, resigned, terminated, retired, etc.).

The Union will maintain the confidentiality of all employees' permanent, home and/or mailing addresses.

42.7 Indemnification

The Union agrees to indemnify the University harmless from all claims, demands, suits or other forms of liability that arise against the Employer for or on account of compliance with this Article and any and all issues related to the deduction of dues or fees and any issues related to Employee Status Reports.

ARTICLE 43 CLASSIFICATION

43.1 Classification Plan Revisions

- A. The Employer will provide to the Union, in writing, any proposed changes to the classification plan including descriptions for newly created classifications. Upon request of the Union, the Employer will bargain, in accordance with Article ~~3738~~, Mandatory Subjects, the effect(s) of a change to an existing class or newly proposed classification.
- B. The Employer will allocate or reallocate bargaining unit positions, including newly created positions, to the appropriate classification within the classification plan.

The Employer will notify the union staff representative when a position is being reallocated to a job classification that is excluded from a bargaining unit covered by this Agreement.

- C. The Employer will maintain a position description for each position, which will be reviewed annually with the employee as part of the performance evaluation process. As determined by the Employer, the position description will list the primary duties and responsibilities assigned to the position, skills and abilities, essential functions, and other job-related information. Assigned duties will be in accordance with the concept of the assigned classification. ~~Upon request, the position description will be made~~ Position descriptions will be posted on a website available to ~~the employee or employees and will be provided~~ to the Union upon request.

43.2 Position Review

- A. Employee-Initiated Review. An individual employee who believes that the duties of their position have changed, or that their position is improperly classified, may request a review according to the following procedure:
1. The employee and/or the employee's immediate supervisor will complete and sign the appropriate form.
 2. The employee or the supervisor will then send the completed form to the Employer's Human Resources Office. Within five (5) days of receipt, the Human Resources Office will ~~notify-email notice to~~ the employee of the date the completed position review request form was received in their office. The Employer's Human Resources Office will review the completed form and provide the employee written notice of the decision regarding the appropriate classification within sixty (60) calendar days of the date the position review request was received in the Human Resources Office. The notice will include applicable appeal rights.
 3. In the event the employee disagrees with the reallocation decision of the Employer, he or she may appeal the Employer's decision to the Director of the Department of Personnel (DOP), in writing and with a copy to the Human Resources Office, within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Director of DOP will then make a written determination, which will be provided to the employee.
 4. In accordance with the provisions of WAC 357-52, the employee or the Employer may appeal the determination of the Director of DOP to the Washington Personnel Resources Board, within thirty (30) calendar days of being provided the written decision of the Director of DOP. The board will render a decision which will be final and binding.

5. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with the Human Resources Office.
6. Decisions regarding appropriate classification will be reviewed in accordance with this Section and will not be subject to the grievance procedure specified in Article ~~30-31~~ of this Agreement.
7. Positions will not be reallocated during the incumbent's probationary period.
8. Temporary duty assignments in accordance with Article ~~43.4-44.4~~ are excluded from this process.

43.3 Effect of Reallocation

A. Reallocation to a Class with a Higher Salary Range Maximum

1. If the employee has performed the higher-level duties for at least six (6) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status.
2. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher-level duties for at least six (6) months, the Employer must give the employee the opportunity to compete for the position if they possess the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article ~~35-36~~ of this Agreement applies. If the employee is appointed, they must serve a trial service period.

B. Reallocation to a Class with an Equal Salary Range Maximum

1. If the employee meets the skills and abilities requirements of the position, the employee remains in the position and retains existing appointment status.
2. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article ~~35-36~~ of this Agreement applies.

C. Reallocation to a Class with a Lower Salary Range Maximum

1. If the employee meets the skills and abilities requirements of the position and chooses to remain in the reallocated position, the employee retains existing appointment status and has the right to be placed on the Employer's internal layoff list for the classification occupied prior to the reallocation.

2. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article ~~35-36~~ of this Agreement applies.

43.4 Salary Impact of Reallocation

An employee whose position is reallocated will have their salary determined as follows:

- A. Reallocation to a Class with a Higher Salary Range Maximum. Upon appointment to the higher class, the employee's base salary will be increased to a step of the range for the new class that is nearest to five percent (5.0%) higher than the amount of the pre-promotional step, or to the entry step of the new range, whichever is higher.
- B. Reallocation to a Class with an Equal Salary Range Maximum. The employee retains their previous base salary, or is moved to the entry step of the new range, whichever is higher.
- C. Reallocation to a Class with a Lower Salary Range Maximum. The employee will be paid an amount equal to their current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the salary they were receiving prior to the reallocation downward, until such time as the employee vacates the position or their salary falls within the new salary range.

ARTICLE 44 COMPENSATION

44.1 General Wage Increases

- A. Effective July 1, 2023, all salary ranges and steps of the Salary Schedule in effect on June 30, 2023, will be increased by three and one-half percent (3.5%).
- B. Effective July 1, 2024, all salary ranges and steps of the Salary Schedule in effect on June 30, 2024, will be increased by three percent (3%).
- C. Should classified general state government employees represented by WFSE; (GG) and/or University employees represented by the Public School Employees (PSE) receive general compensation increases at a higher level than that agreed upon by the University and WFSE, WFSE represented employees will receive the same general increases a package of general salary increases different than the package described in paragraphs A and B above. WFSE may, at its option, substitute the package of general salary increases included in the GG or PSE agreements for the package described in Paragraphs A and B above.

44.2 Pay Range Assignments

Except as provided by Section 43.3–44.3 below, effective July 1, 2021+2023, each classification represented by the Union will continue to be assigned to the same salary range to which it was assigned on June 30, 2021+2023.

44.3 Minimum Wage Guarantee

- A. To reflect the University's and WFSE's shared values, the base salary for represented permanent employees in salary ranges with steps below ~~fifteen-eighteen~~ dollars (~~\$15(\$18)~~) per hour, probationary employees will be placed two (2) steps below the salary step that most closely approximates ~~fifteen-eighteen~~ dollars (~~\$15(\$18)~~) per hour. Following successful completion of probation, the employee will be set at the step in the range that most closely approximates ~~fifteen-eighteen~~ dollars (~~\$15(\$18)~~) per hour, not to exceed Step ~~LM~~.
- B. Any employee who has a permanent assigned duty station within a local jurisdiction which has passed an ordinance establishing a minimum wage higher than the minimum wage established in this Agreement, will be paid no less than the minimum wage directed by the local ordinance. The University will place the employee on a step in the assigned salary range that is equal to or more than the wage requirement of the local ordinance.

44.1 State Salary Survey and Other Range Changes

In the event that a classification range assignment used by State general government is adjusted to a range higher than that in effect at the University due to the State's implementation of the ~~2018 Total-2022 Washington State Employee~~ Compensation ~~Salary~~ Survey, the State's evaluation of recruitment or retention data, or through the State's negotiations with represented employees of general government, the University will change the classification's range assignment to match the State assignment. This section will be implemented only to the extent such salary range or locality pay adjustments are fully funded by the State.

44.4 Pay for Performing the Duties of a Higher Classification

Employees who are temporarily assigned the majority of duties and responsibilities of a higher-level classification will be notified in writing, with the bargaining unit representative having training on and access to a report providing a Higher Level Duty summary, and will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of their current step. The University may grant a higher salary increase as provided in ~~43.9~~Section 44.9. The increase will become effective on the first day the employee is assigned the higher-level duties. Unless otherwise agreed, temporary duty assignments to a higher-level classification will not exceed six (6) continuous months.

Temporary duty assignments detailed above are excluded from the position review process in Article ~~4243~~, Section ~~42.243.2~~.

44.5 Establishing Salaries for New Employees and New Classifications

- A. The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules.
- B. Upon request of the Union, the Employer will bargain the effects of a change to an existing class or newly proposed classification.

44.6 Periodic Increases

Periodic increases are provided as follows:

- A. Employees who are hired at the minimum step of the pay 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 the top of the pay range.
- B. Employees who are hired above the minimum step of the salary range will receive a two (2) step increase to base salary following completion of twelve (12) months of service, and an additional two (2) step increase annually thereafter, until they reach the top of the pay range.
- A. Employees ~~-, as of July 1, 2023, have been at Step L for twelve (12) months or longer~~ will progress to Step M ~~of their assigned salary range according to the rules established in the Washington Administrative Code on July 1, 2023.~~
- C. Employees in classes that have pay ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges in accordance with Subsection A and B, above.
- D. The effective date of the periodic increase will be the first day of the month it is due.
- E. Employees hired before July 1, 2009 will retain their periodic increment date as of June 30, 2008.

44.7 Salary Assignment Upon Promotion

- A. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step.
- B. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step

44.8 Salary Adjustments

The University may increase an employee's step within the assigned salary range to address issues related to recruitment, retention or other business needs. Such an increase may not result in a salary greater than the range maximum.

44.9 Demotion

An employee who voluntarily demotes to another position with a lower salary range maximum will be placed in the new range at a salary equal to their previous base salary. If the previous base salary exceeds the new range, the employee's base salary will be set equal to the new range maximum.

44.10 Transfer

A transfer is defined as an employee-initiated move of an employee from one position to another position within the University in the same class or a different class with the same salary range maximum. Transferred employees will retain their current base salary.

44.11 Reassignment

Reassignment is defined as an employer-initiated move of a permanent employee within the University from one position to another in the same class or a different class with the same salary range maximum. Upon reassignment, an employee retains their current base salary.

44.12 Reversion

Reversion is defined as voluntary or involuntary movement of an employee during the trial service period to the class in which the employee most recently held permanent status, or movement to a class in the same or lower salary range. Upon reversion, the base salary the employee was receiving prior to promotion will be reinstated.

44.13 Elevation

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided for promotion in Section [43.844.7](#), above.

44.14 Part-Time Employment

Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment. In the alternative, part-time employees may be paid the appropriate hourly rate for all hours worked.

44.15 Callback

When an overtime-eligible employee's shift has ended and the employee is called to return to work outside of their regularly scheduled hours to handle emergency situations that could not be anticipated, they will receive three (3) hours penalty pay plus time actually worked. The penalty pay will be compensated at the regular rate. Time worked will be in accordance with Article 7, Hours of Work, and Article 8, Overtime.

44.16 Shift Premium

- A. Shift premium for employees assigned to a shift in which a majority of time worked daily or weekly is between 5:00 p.m. and 7:00 a.m. will be one dollar and fifty cents (~~\$1.00~~\$1.50) per hour.
- B. Shift premium will be paid for the entire daily or weekly shift, which qualifies under Subsection A, above. Shift premium may also be computed and paid at the above monthly rate for employees permanently assigned to a qualifying afternoon or night shift.
- C. An employee assigned to a shift that qualifies for shift premium pay will receive the same shift premium for authorized periods of paid leave.
- D. When an employee is regularly assigned to an afternoon or evening shift that qualifies for shift differential, the employee will receive shift differential pay during temporary assignment, not to exceed five (5) working days, to a shift that does not qualify for shift premium.

44.17 Salary Overpayment Recovery

- A. When the University has determined that an employee has been overpaid wages, the University will provide written notice to the employee that will include the following items:
 - 1. The amount of the overpayment;
 - 2. The basis for the claim; and
 - 3. The rights of the employee under the terms of this Agreement.
- B. Method of Payback. The employee must choose one (1) of the following options for paying back the overpayment:
 - 1. Voluntary wage deduction;
 - 2. Cash, credit/debit card; or
 - 3. E-check/Check.

The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made. The employee and the University may agree to make other repayment arrangements. The payroll deduction to repay the overpayment will not exceed five percent (5.0%) of the employee's disposable earnings in a pay period. However, the University and the employee may agree to an amount that is more than five percent (5.0%).

If the employee fails to choose one of the three (3) options described above within the timeframe specified in the University's written notice of overpayment, the

University will deduct the overpayment owed from the employee’s wages over a period of time equal to the number of pay periods during which the overpayment was made.

Any overpayment amount still outstanding at separation of employment will be deducted from the earnings of the final pay period.

- C. Appeal Rights. Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article ~~30~~31 of this Agreement.

44.18 Special Pay Salary Ranges

The State Human Resources Director, Department of Enterprise Services, may adopt special pay salary ranges for positions based upon pay practices found in private industry or other governmental units. The current special pay practices at the University will continue.

44.19 Assignment Pay

Assignment pay (AP) is a premium added to the base salary and is intended to be used only as long as the skills, duties or circumstances it is based on are in effect. The University may grant assignment pay to a position to recognize specialized skills, assigned duties, and/or unique circumstances that exceed the ordinary. The “premium” is stated in ranges. The number of ranges is added to the base range of the class. The “reference number” indicates the specific conditions for which AP is to be paid. Group B indicates those assigned duties granted assignment pay which are not class specific as defined by the Washington Compensation Plan. The University determines which positions qualify for premiums, shown below:

GROUP B			
Assigned Duty		Premium	Reference#
Dual Language Requirement		2 ranges	18
Certified Arborist Work		8 ranges	21

REFERENCE #18: Employees in any position whose current, assigned job responsibilities include proficient use of written and oral English and proficiency in speaking and/or writing one (1) or more foreign languages, American Sign Language or Braille, provided that proficiency or formal training in such additional language is not required in the specifications for the job class. Basic salary plus two (2) additional ranges.

REFERENCE #21: Basic salary plus eight (8) ranges for certified arborists while they are required to perform work of a technical nature, including:

Controlled felling of large and hazardous trees; climbing; rigging; manlift operation; aerial work and directional topping; limbing; or lowering of tree material.

Skilled tree service work in technical tree climbing; controlled topping; and directional falling of large trees and snags; ornamental pruning.

44.20 Regional Compensation

~~In~~ To compensate for local cost-of-living factors, the University will provide regional pay to its employees as follows:

- A. All employees whose primary reporting location is in Whatcom County or Skagit County will receive two percent (2%) premium pay calculated from their base salary; provided that in the event the State implements regional compensation for employees whose primary reporting location is in Whatcom County, or another county in which the University has employee primary reporting locations, to compensate for local cost-of-living factors, the University will provide regional pay to its employees on the same basis and in the same amount provided by the State. or Skagit County that exceeds two percent (2%), the University will increase its premium pay to the amount provided by the State.
- B. In the event the State implements regional compensation for employees whose primary reporting location is in a county other than Whatcom or Skagit Counties in which the University has employee primary reporting locations, the University will provide regional pay to its employees on the same basis and in the same amount provided by the State.

44.21 Dependent Care Salary Reduction Plan

The University agrees to maintain the current dependent care salary reduction plan that allows eligible employees, covered by this Agreement, the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by Federal tax law or regulation.

44.22 Pretax Health Care Premiums

The University agrees to provide eligible employees with the option to pay for the employee portion of health premiums on a pretax basis as permitted by Federal tax law or regulation.

44.23 Medical/Dental Expense Account

The University agrees to allow insurance eligible employees, covered by the Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pretax basis as permitted by Federal tax law or regulation.

44.24 Voluntary Separation Incentives – Voluntary Retirement Incentives

The University will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such programs are provided for

in the ~~2019-2021-2023-2025~~ operating budget. Such participation must be in accordance with the program guidelines adopted by the Department of Enterprise Services and the Department of Retirement Systems, following consultation with the Office of Financial Management. Program incentives or offering of such incentives are not subject to the grievance procedure.

44.25 Reopener

Compensation increases described in Sections ~~43.1-44.1, 44.4,~~ and ~~43.4-44.20~~ above will take effect only if they are deemed feasible by the Director of OFM, approved by the Legislature as provided in RCW 41.80, and fully funded by the State appropriations to the University. In the event that some or all of the compensation increases described in Sections ~~43.1-44.1, 44.4,~~ and ~~43.4-44.20~~ are not approved or fully funded, the parties will reopen negotiations to bargain a replacement provision. Nothing in this paragraph obligates either party to agree to any proposal.

ARTICLE 45 HEALTH CARE BENEFITS AMOUNTS

See “Health Care Benefits Agreement” by and between the State of Washington and the Coalition of Unions in Appendix A.

ARTICLE 46 VOLUNTARY EMPLOYEES’ BENEFICIARY ASSOCIATIONS (VEBAS)

In accordance with state and federal law, the University and employees in bargaining units may agree to form a VEBA (tax-free medical spending accounts) funded by the retiree’s sick leave cash out. A VEBA of employees covered by this Agreement will be implemented only by written agreement with the Union.

ARTICLE 47 CHILDCARE CENTERS

- 47.1** The Employer and the Union recognize that family life has a significant impact upon employees’ work lives. The Employer agrees to provide employees with access to the Employer’s existing childcare center(s) on the same basis as presently provided.
- 47.2** The Employer will notify the Union as soon as possible of any changes in employee access to the Employer’s existing childcare center(s).

ARTICLE 48 EMPLOYEE LOUNGE FACILITIES

- 48.1** The Employer will provide employee lounge facilities apart from work areas, and will identify the location of lounge facilities in a form available to employees. The lounge facilities will be maintained in a clean and safe manner.

48.2 Adequate lunchrooms, break rooms, washrooms, and toilet facilities will be provided and available for use by employees. The facilities will not normally be used for any other purpose.

48.3 ~~Upon request, the~~ The Employer will ~~endeavor to~~ provide each employee with access to secure storage for personal items.

ARTICLE 49 STRIKES

49.1 Nothing in this Agreement permits or grants to employees the right to strike or refuse to perform their official duties.

49.2 Any action of an employee in refusing to cross, for their own personal safety, a picket line at the University's premises in case of an officially declared and recognized strike by another employee union representing employees working for the University shall not constitute a violation of this Article, provided that such a decision shall be made freely by the employee without coercion by either the University or the Union provided further that nothing herein shall preclude the University from continuing to operate the University with or without temporary replacement personnel. If an employee chooses to not cross a picket line under this provision, and chooses to not be or cannot be reassigned to an alternate work location, the employee must report time they are absent from work as either vacation leave, paid compensatory leave, or leave without pay.

ARTICLE 50 CONTRACTING

50.1 Contracting for Services

A. The Employer may contract for services customarily and historically performed by employees only as permitted by RCW 41.06.142, WAC 200-320-615 and WAC 357-43.

B. Prior to contracting out for services customarily and historically performed by bargaining unit members, Western shall:

1. Notify the Union (pursuant to Article 37 – Mandatory Subjects) of the intent to contract services except that, in the event of emergencies or mandated conditions requiring immediate implementation, Western will notify the Union as soon as practicable. Such notice will include:

a. A description of the work to be contracted out, including the scope and estimated cost of the work, if known.

b. An explanation as to why the Employer is proposing to contract out the work.

c. Identification of any time-sensitivity or special urgency related to the contracting out of the work.

2. Satisfy any collective bargaining obligation under RCW 41.80. The Union shall have twenty-one (21) calendar days from receipt of the written notice to request negotiations. The request must be in writing and sent to the Human Resources Director or their designee. If the Union does not request negotiations within twenty-one (21) calendar days, the Employer may purchase services without bargaining.

ARTICLE 51 INCLEMENT WEATHER

- 51.1 Bargaining unit employees who are unable to report to work or remain at their work site for all or part of their workday because of inclement weather may work remotely, if permitted by University policy, or may charge ~~the~~their missed time to vacation, personal holiday, accrued compensatory time, or leave without pay.
- 51.2 Employees who take leave without pay on their last workday preceding a holiday due to inclement weather will not be deemed ineligible for holiday pay because of such leave.

~~Employees who, despite good faith efforts to commute in a timely and safe manner, report to work less than two (2) hours late and/or leave less than two (2) hours early due to inclement weather shall not have their pay reduced as a result, and will not have their accrued leave time reduced for such late arrival/early departure. Demonstrated abuse of the grace period provided in this section may result in disciplinary action.~~

ARTICLE 52 SHARED SERVICES

The Union and the Employer acknowledge that there may be instances where the Employer might be able to expand operations and provide services to other state agencies or institutions of higher education. It is further acknowledged that such expansion may have a beneficial impact on the Employer and may mitigate the impacts of budgetary constraints. The Employer will consider proposals submitted to them from the Union. This article may be grieved only up to the final internal step of the grievance procedure.

ARTICLE 53 ENTIRE AGREEMENT

- 53.1 This Agreement constitutes the entire agreement and any past practice or agreement between the parties prior to July 1, 2007, whether written or oral, is null and void, unless specifically preserved in this Agreement.
- 53.2 With regard to WAC 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.
- 53.3 This Agreement supersedes specific provisions of University policies with which it conflicts.
- 53.4 During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter

appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to matters that are mandatory subjects/topics under the law.

ARTICLE 54 SAVINGS CLAUSE

Partial Invalidity. If any court or administrative agency of competent jurisdiction finds any article, section or portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid article, section or portion.

ARTICLE 55 PRINTING OF AGREEMENT

55.1 The University and Union will share the initial cost of printing 300 copies of this Agreement, to be distributed equally between the Parties. The Agreement will be printed by the University's Print Shop on recycled paper with a union label. Employees who require a reasonable accommodation to access the Agreement may contact Human Resources for assistance.

55.2 The University will provide the Union with an electronic copy of the Agreement.

55.3 The University will post the Agreement electronically on the University website by July 1, 2021-2023 or thirty (30) days after legislative approval, whichever is later, and will provide all employees with a link to the Agreement. All employees will be authorized to access the Agreement link. Each employee may print and staple or clip one (1) copy of the Agreement from the link on work time on state-purchased paper and state-owned equipment.

ARTICLE 56 TERM OF AGREEMENT

56.1 All provisions of this Agreement will become effective July 1, 2021-2023, and will remain in full force and effect through June 30, 2023-2025; however, in accordance with RCW 41.80.090, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.

56.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2023-2025 and no later than January 31, 2023-2025. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

The Parties, by their signatures below, accept and agree to the terms and conditions of this Collective Bargaining Agreement.

Executed this ___ day of October, ~~2020~~2022.

FOR WASHINGTON FEDERATION OF STATE EMPLOYEES:

~~/s/~~
~~Thomas Wray~~James Dannen, Labor Advocate

~~/s/~~

~~Brandon Taylor~~

~~/s/~~
~~BJ Perigo~~

~~/s/~~
~~David Johnson~~

~~/s/~~
Britta Eschete

~~/s/~~

~~Eli Ashe~~

~~/s/~~
Sarah Neugebauer

~~/s/~~

FOR WESTERN WASHINGTON UNIVERSITY:

/s/

Chyerl Wolfe-Lee,
Assistant Vice President for Human Resources

APPENDIX A

[Health Care Agreement between the State of Washington and the Coalition of Unions to be added.]

APPENDIX B

Parking Rates
General Permit Rates and Increases

	<u>FY23</u> <u>Rate</u>	<u>FY24</u> <u>Increase</u>	<u>FY24</u> <u>Rate</u>	<u>FY25</u> <u>Increase</u>	<u>FY25</u> <u>Rate</u>						
	<u>FY18</u> <u>Rate</u>	<u>FY19</u> <u>Increase</u>	<u>FY19</u> <u>Rate</u>	<u>FY20</u> <u>Increase</u>	<u>FY20</u> <u>Rate</u>	<u>FY21</u> <u>Increase</u>	<u>FY21</u> <u>Rate</u>				
G Lots	-	-	-	-	-	-	-	-	-	-	-
Quarter	\$102	\$3	\$105	\$3	\$108	\$3	\$111	\$8	\$119	\$6	\$125
Academic	\$306	\$9	\$315	\$9	\$324	\$10	\$334	\$23	\$357	\$18	\$375
Annual	\$390	\$12	\$402	\$12	\$414	\$12	\$426	\$32	\$458	\$23	\$481
Summer	\$85	\$3	\$88	\$3	\$91	\$3	\$94	\$7	\$101	\$5	\$106
A <u>lots Afterhours</u> <u>Quarterly</u>	-	\$0	-	\$0	-	-	-	-	-	-	-
Quarter	\$90	\$3	\$93	\$3	\$96	\$3	\$99	\$7	\$106	\$5	\$111
Academic	\$268	\$8	\$276	\$8	\$284	\$9	\$293	\$25	\$318	\$15	\$333
Annual	\$340	\$10	\$350	\$11	\$361	\$11	\$372	\$31	\$403	\$19	\$422
Summer	\$73	\$2	\$75	\$2	\$77	\$2	\$79	\$6	\$85	\$4	\$89
Motorcycle	-	-	-	-	-	-	-	-	-	-	-
Quarter	\$19	\$1	\$20	\$1	\$21	\$1	\$22	\$2	\$23	\$1	\$24
Academic	\$55	\$2	\$57	\$2	\$59	\$2	\$61	\$8	\$69	\$3	\$72
Annual	\$69	\$2	\$71	\$2	\$73	\$2	\$75	\$13	\$88	\$4	\$92
Summer	\$15	\$0	\$15	\$1	\$16	\$0	\$16	\$1	\$19	\$1	\$20
G Lot Half-Time	-	-	-	-	-	-	-	-	-	-	-

	<u>FY23</u> <u>Rate</u>	<u>FY24</u> <u>Increase</u>	<u>FY24</u> <u>Rate</u>	<u>FY25</u> <u>Increase</u>	<u>FY25</u> <u>Rate</u>	<u>FY25</u> <u>Rate</u>					
Quarter	\$51	\$2	\$53	\$2	\$55	\$2	\$575	\$4	\$62	\$3	\$65
Academic	\$153	\$5	\$158	\$5	\$163	\$5	\$168	\$17	\$18	\$9	\$19
Annual	\$195	\$6	\$201	\$6	\$207	\$6	\$213	\$21	\$4	\$12	\$24
Summer	\$42	\$1	\$43	\$1	\$44	\$1	\$45	\$3	\$48	\$2	\$51
A Half -Time											
Quarter	\$45	\$1	\$46	\$1	\$47	\$1	\$484	\$3	\$50	\$3	\$53
Academic	\$134	\$4	\$138	\$4	\$142	\$4	\$146	\$4	\$15	\$9	\$15
Annual	\$170	\$5	\$175	\$5	\$180	\$5	\$185	\$8	\$3	\$11	\$20
Summer	\$37	\$1	\$38	\$1	\$39	\$1	\$40	\$3	\$43	\$2	\$45
After-ours Per-hour	\$1	\$0.50	\$1.5	\$0.50	\$2.0	\$0	\$2.00				
			0	0	0	0					
G Carpool											
Quarter	\$81	\$10	\$91	\$10	\$101	\$10	\$111	\$8	\$11	\$6	\$12
Academic	\$243	\$30	\$273	\$30	\$303	\$31	\$334	\$23	\$35	\$18	\$37
Annual	\$309	\$39	\$348	\$39	\$387	\$39	\$426	\$32	\$8	\$23	\$48
Summer	\$66	\$9	\$75	\$9	\$84	\$9	\$939	\$7	\$10	\$5	\$10
							4	7	1	5	6
A Carpool											
Quarter	\$99	\$7	\$106	\$5							\$111
Academic	\$293	\$25	\$318	\$15							\$333
Annual	\$372	\$31	\$403	\$19							\$422
Summer	\$79	\$6	\$85	\$4							\$89
Pay-by-day											
Daily	\$3	\$0.25	\$3.25	\$0.00							\$3.25
Commuter Pack											
10 Qty (one per qtr.)	\$22	\$8	\$30	\$10	\$40	\$10	\$503	\$2	\$34	\$2	\$36
							2	2	34	2	36

	<u>FY23</u> <u>Rate</u>	<u>FY24</u> <u>Increase</u>	<u>FY24</u> <u>Rate</u>	<u>FY25</u> <u>Increase</u>	<u>FY25</u> <u>Rate</u>						
Lincoln Creek	-	-	-	-	-	-	-	-	-	-	-
Quarter	\$26	\$1	\$27	\$1	\$28	\$1	\$29	\$2	\$31	\$2	\$33
Annual	\$93	\$3	\$96	\$3	\$99	\$3	\$102	\$7	\$109	\$5	\$115
<u>Hourly Personal Reserved</u>	\$1	\$0	\$1	\$0	\$1	\$1	\$2	-	-	-	-
<u>Daily Annual</u>	\$5	\$0	\$5	\$0	\$5	\$1	\$67	\$3	\$10	\$52	\$1093

4854-0288-5427, v. 4

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa by Vice President Joyce Lopes, Business and Financial Affairs

DATE: September 29, 2022

SUBJECT: **Approval of Collective Bargaining Agreement between Western Washington University and Washington State Fraternal Order of Police (FOP) Matt Herzog Memorial Lodge #24 Law Enforcement Units for 2023-2025**

PURPOSE: Action Item

Purpose of Submittal:

Approval of the Collective Bargaining Agreement between Western Washington University and the Washington State Fraternal Order of Police (FOP) Matt Herzog Memorial Lodge #24 Law Enforcement Units for July 1, 2023 through June 30, 2025.

Proposed Motion:

MOVED that the Board of Trustees of Western Washington University, upon the recommendation of the President, approve the Collective Bargaining Agreement between Western Washington University and the Washington State Fraternal Order of Police Matt Herzog Memorial Lodge #24 Law Enforcement Units for July 1, 2023 through June 30, 2025.

Supporting Information:

A Collective Bargaining Agreement was reached with the WWU collective bargaining team and the Fraternal Order of Police (FOP) on June 13, and the Agreement was ratified by the membership on the same day, June 13, 2022.



Washington State FOP Matt
Herzog Memorial Lodge
#24

~~2021~~–2023 – 2025

Collective Bargaining Agreement
By and Between
Western Washington University

And

Law Enforcement Units

Effective

July 1, ~~2021~~2023 through June 30, ~~2023~~2025





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PREAMBLE

This Agreement is made and entered into by Western Washington University (Western), referred to as the “Employer,” or “University” and the Matt Herzog Memorial FOP Lodge #24 , referred to as the “Union.”

It is the intent of the parties to establish harmonious employment relations through mutual cooperation, provide fair treatment to all employees, promote the mission of the University, recognize the value of all employees and the necessary work they perform, to determine wages, hours and other terms and conditions of employment, and provide methods for prompt resolution of disputes. The Preamble is not subject to the grievance procedure in Article 30.

ARTICLE 1 UNION RECOGNITION

- 1.1 The University recognizes the Union as the exclusive bargaining representative for the employees described below.
- 1.2 This Agreement covers the employees in the bargaining units listed below, but does not cover any statutorily-excluded positions. The titles of the jobs listed below are for descriptive purposes only.

Non-Supervisory Law Enforcement Personnel
Supervisory Law Enforcement Personnel

ARTICLE 2 NON-DISCRIMINATION

- 2.1 Under this Agreement, neither party will discriminate against employees on the basis of race, color, creed, religion, national origin, sex (including pregnancy and parenting status), disability, age, veteran/military status, disabled veteran, honorably discharged veteran, sexual orientation, gender identity and/or expression, marital status, status as a victim of domestic violence, sexual assault or stalking, genetic identity/expression/information, political affiliation, union membership, any real or perceived sensory, mental or physical disability, or because of the participation or lack of participation in union activities. Otherwise lawful, bona fide occupational qualifications based on the above traits do not violate this Section.
- 2.2 Employees who feel they have been the subjects of discrimination and/or harassment based on a characteristic listed in Section 2.1 including sexual harassment, are encouraged to address these issues and seek resolution. Employees are encouraged to inform their supervisor or other management staff, if they feel comfortable doing so, and seek assistance from the Equal Opportunity (EO) Office, which provides both informal and formal resolution processes. In cases where an employee files both a union grievance and an internal Equal Opportunity Office discrimination complaint regarding the same alleged discrimination, the union grievance will be suspended until the internal EO complaint process has been completed. Following completion of the internal EO complaint process,

the Union may request the union grievance process be continued. Such request must be made within twenty-one (21) calendar days of the employee and the Union being notified in writing of the findings of the internal complaint.

- 2.3 Both parties agree that unlawful harassment or bullying will not be tolerated.
- 2.4 Both parties agree that nothing in this Agreement will prevent the implementation of an approved affirmative action plan.
- 2.5 Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint with the Washington State Human Rights Commission, the Office for Civil Rights of the U.S. Department of Education, the Equal Employment Opportunity Commission, or other relevant civil rights agencies.

ARTICLE 3 WORKPLACE BEHAVIOR

- 3.1 The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not promote the University's business, employee well-being, or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.
- 3.2 Inappropriate workplace behavior, including harassment or bullying as described in Article 2, by employees, supervisors and/or managers will not be tolerated. If an employee and/or the employee's union representative believes the employee has been subjected to inappropriate workplace behavior, the employee and/or the employee's representative is encouraged to report this behavior to the employee's supervisor, a manager in the employee's chain of command and/or the Human Resources Office. The University will treat any report seriously, investigate the reported behavior in a timely manner and will determine if corrective or disciplinary action is appropriate and necessary. The employee and/or union representative will be notified upon conclusion of the investigation.
- 3.3 Retaliation against employees who make a workplace behavior complaint, or witnesses who provide information regarding such a complaint, will not be tolerated.

3.4 The procedural aspects of this Article (defined below) are subject to the grievance procedure up to Step 2:

- Did or did not investigate
- Did or did not determine if discipline is appropriate and necessary
- Did or did not notify the employee and/or union
- Did or did not fulfill the obligations of this Article in a timely fashion

**ARTICLE 4
HIRING AND APPOINTMENTS**

4.1 Filling Positions

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.

A. Definitions:

1. A full-time appointment is an appointment to a position scheduled to work forty (40) hours in one work week.
 2. A part-time appointment is an appointment to a position scheduled to work less than full-time, but more than twenty (20) hours in a workweek.
 3. **Permanent employee.** A benefits-eligible (.5 FTE or greater) bargaining unit employee who has successfully passed the probationary period of employment and is employed by the University on a permanent basis.
 4. **Internal candidate.** A bargaining unit employee currently employed by the University on a permanent basis.
 5. **Qualified candidate.** A qualified candidate meets or exceeds the required job qualifications for the position, as specified in the job posting and position description (a.k.a. desk description), and determined by Human Resources to possess the skills, knowledge, and abilities for the position. Internal candidates who are determined to not qualify under this provision may request and will be provided a written explanation for their disqualification, including the specific qualifications and/or requirements the candidate did not meet.
- B. The University will continue to follow current practices for the hiring of law enforcement employees.
- C. The University will establish an application process for internal promotions and transfers. Consideration will be limited to employees who have the skills and abilities required for a position.
- D. The University will establish a posting process that takes into consideration employee accessibility issues to electronic and hard copy notifications, as well as geographical issues.

4.2 Types of Appointment

- A. Regular Employment. The Employer may fill a position with a regular employment appointment for positions scheduled to work twelve (12) months per year.

- B. Cyclic Year Employment. The Employer may fill a position with a cyclic year appointment for positions scheduled to work less than twelve (12) full months each year, due to known, recurring periods in the annual cycle when the position is not needed. At least fifteen (15) days before the start of each annual cycle, incumbents of cyclic year positions will be informed, in writing, of their scheduled periods of leave without pay in the ensuing cycle. Such periods of leave without pay will not constitute a break in service.

When additional work is required of a cyclic position during a period for which the position was scheduled for leave without pay, the temporary work will be offered to the incumbent. The incumbent will be allowed at least three (3) working days in which to accept or decline the offer. Should the incumbent decline the work, it will be offered to other cyclic employees, in the same classification, with the necessary skills and abilities, in order of seniority, before being filled by other means.

C. Project Employment.

1. The Employer may appoint employees into project positions for which employment is contingent upon state, federal, local, grant, or other special funding of specific and of time-limited duration. The Employer will notify the employees, in writing, of the expected ending date of the project employment.
2. Employees who have entered into project employment without previously attaining permanent status will serve a probationary period. Employees will gain permanent project status upon successful completion of their probationary period.
3. Employees with permanent project status will serve a trial service period when they:
 - a. Promote to another job classification within the project; or
 - b. Transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.
4. The Employer may consider project employees with permanent project status for transfer, voluntary demotion, or promotion to non-project positions. Employees will serve a trial service period upon transfer, voluntary demotion, or promotion to a non-project position.
5. When the Employer converts a project appointment into a permanent appointment, the employee will serve a probationary or trial service period.
6. The layoff and recall rights of project employees will be in accordance with the provisions in Article 35, Layoff and Recall.

4.3 Employee Status

- A. Classified Service. An employee will attain permanent status in the classified service upon completion of a probationary review period.
- B. Job Classification. Employees will attain permanent status in a job classification upon their successful completion of a probationary, trial service, or transition review period.

4.4 Review Periods

A. Probationary Period

1. Every permanent Campus Police Officer, following their initial appointment to a permanent appointment, will serve a probationary period of twelve (12) months following the successful completion of the Washington State Criminal Justice Training Commission's basic law enforcement academy, or twelve (12) months if academy training is not required.
2. The Employer may separate a probationary employee at any time during the probationary period, whether or not the Employer has evaluated the probationary employee. The Employer will provide the employee one (1) working days' written notice prior to the effective date of the separation.

If the Employer fails to provide one (1) working days' notice, the separation will stand and the employee will be entitled to payment of salary for up to one (1) working day, which the employee would have worked had notice been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status. The separation of a probationary employee will not be subject to the grievance procedure in Article 30.

3. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.
4. An employee who transfers, promotes or voluntarily demotes prior to completing their initial probationary period will serve a new probationary period. The length of the new probationary period will be in accordance with Subsection 4.5 A.1, unless adjusted by the Employer for time already served in probationary status. In no case, however, will the total probationary period be less than twelve (12) consecutive months.

B. Trial Service Period

1. All employees with permanent status who are promoted or who voluntarily accept a transfer or demotion into a bargaining unit position will serve a trial service period of twelve (12) months following the successful completion of the Washington State Criminal Justice Training Commission's basic law

enforcement academy, or twelve (12) months if academy training is not required.

2. Employees serving a trial service period will have their trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.
3. With three (3) working days' written notice by the University, an employee who does not successfully complete their trial service period will be offered a funded position that is:
 - a. Vacant and is within the trial service employee's previously held job classification; or
 - b. Vacant at or below the employee's previous salary range.

In either case, the employee being reverted must have the skills and abilities required for the vacant position. If the employee has not attained permanent status in the vacant position, the employee will be required to complete a trial service period.

If the University fails to provide three (3) working days' notice, the reversion will stand and the employee will be entitled to payment of the difference in the salary for up to three (3) working days, which the employee would have worked at the higher level if notice had been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status in the higher classification.

4. Employees who have no reversion options or do not revert to the classification they held prior to the trial service period may request the Human Resources Office to place their names on the layoff list for positions in job classifications where they had previously attained permanent status.
5. An employee serving a trial service period may voluntarily revert to their former position within sixty (60) calendar days after the appointment, provided that the position has not been filled or an offer has not been made to an applicant. The University may consider requests after the sixty (60) day period. After sixty (60) days, an employee serving a trial service period may voluntarily revert at any time to a vacant position that is:
 - a. Within the employee's previously held job classification; or
 - b. At or below the employee's previous salary range.

If the employee has not attained permanent status in the job classification, the employee will be required to complete a trial service period.

The reversion of an employee who is unsuccessful during their trial service period is not subject to the grievance procedure in Article 30.

- C. Transition Review Period. In accordance with Article 35, Layoff and Recall, the University may require an employee to complete a transition review period.

ARTICLE 5 TEMPORARY APPOINTMENTS

5.1 Temporary Appointments

The Employer may make temporary appointments. Individuals in temporary appointments are limited to one thousand fifty (1,050) hours of work in any twelve (12) consecutive month period from the individual's original date of hire.

- A. Represented Individuals. Excluding students, individuals in temporary appointments who work between three hundred fifty (350) hours and one thousand fifty (1,050) hours during any consecutive twelve (12) month period who are members of the bargaining units identified in Article 1 represented by the Union, are governed by the specific terms of this Article. Unless identified in Section 5.8 or 5.9, below, no other Articles in this Agreement apply to represented individuals.
- B. Non-Represented Individuals. All other individuals, including students, in temporary appointments who work less than one thousand fifty (1,050) hours during any consecutive twelve (12) month period are not covered by this Agreement.

The Employer may petition the Director of State Human Resources for approval of exceptions to the one thousand fifty (1,050) hour threshold specified above. The Employer will provide the Union with a copy of the petition.

5.2 Compensation

The Employer will compensate represented individuals according to their range assignment, as identified on the Washington State HR Classified Job Listing. The University will provide to represented temporary employees the same percentage general wage increases that it provides to other represented employees, as specified by Sections 43.1.A. and B.

5.3 Hours of Work and Overtime

The Employer will assign the hours of work for represented individuals. All hours worked in excess of forty (40) hours in a seven (7) day workweek constitutes overtime. Overtime hours will be compensated at a rate of one and one-half (1-1/2) times the represented individual's regular rate of pay.

5.4 Release Time for Interviews

Release time will be granted to represented individuals for the purposes of interviewing for positions within the University.

5.5 Probationary Period

If a temporary is hired as a permanent employee into the same position and the same department without a break in service, the employee will serve a probationary period as described Section 4.5.A; provided that the combined length of the employee's temporary service, probationary period and any extensions of probationary period will not exceed twelve (12) months.

5.6 Suspended Operations

If the University President or designee determines that the public health, property or safety is jeopardized and it is advisable due to emergency conditions to suspend the operation of all or any portion of the University, the following will govern represented individuals:

- A. When prior notice has not been given, represented individuals released until further notice after reporting to work will be compensated for hours worked on the first day of suspended operations.
- B. Represented individuals who are not required to work during suspended operations may request and may be granted a schedule change during their workweek.
- C. Represented individuals who are required to work during suspended operations will receive their regular hourly rate for work performed during the period of suspended operation. Overtime worked during suspended operations will be compensated in accordance with Section 5.3, above.

5.7 Remedial Action

- A. If a represented individual has worked more than one thousand fifty (1,050) hours in the twelve (12) month period from the individual's original date of hire, they may request remedial action from the Director of the Department of Personnel in accordance with WAC 357-49. Following the Director's review of the remedial action request, an individual may file exceptions to the Director's decision in accordance with WAC 357.
- B. Remedial action is not subject to the provisions of the grievance procedure specified in Section 5.10, below.

5.8 Privacy and Off-Duty Conduct

- A. Employees have the right to confidentiality related to personal information and personnel issues to the extent provided/allowed by law. The Employer, the Union and the employees will take appropriate steps to maintain such confidentiality.

- B. Employees will report all arrests and any court-imposed sanctions or conditions that affect their ability to perform assigned duties to the Human Resources Office within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

5.9 Reasonable Accommodation

Sections 34.1 through 34.4 of Article 34, Reasonable Accommodation and Disability Separation, apply to represented individuals.

5.10 Other Provisions

The following Articles in this Agreement apply to represented individuals:

Article 2	Non-Discrimination
Article 3	Workplace Behavior
Article 20	Safety and Health
Article 21	Uniforms, Tools and Equipment
Article 22	Drug and Alcohol Free Workplace
Article 23	Travel
Article 24	Commute Trip Reduction and Parking
Article 25	Licensure and Certification
Article 31	Legal Defense
Article 32	Employee Assistance Program
Article 33	Employee Files
Article 36	Management Rights
Article 37	Mandatory Subjects
Article 38	Joint Labor-Management Committee
Article 40	Union Activities
Article 41	Dues/Fees Deduction and Status Reports
Article 46	Childcare Centers
Article 47	Employee Lounge Facilities
Article 48	Strikes
Article 52	Entire Agreement
Article 53	Savings Clause
Article 54	Printing of Agreement
Article 55	Term of Agreement

5.11 Grievance

For the purposes of this Section, a grievance is defined as an allegation by a represented individual or group of represented individuals that there has been a violation, misapplication, or misinterpretation, of a provision of this Agreement that is applicable to represented individuals.

The provisions of Article 30, Grievance Procedure, apply to represented individuals as follows:

- 30.1 Applies in its entirety.
- 30.2 A does not apply.
- 30.2 B-O apply in their entirety.
- 30.3 A applies in its entirety.
- 30.3 B does not apply.
- 30.3 C, Step 1 applies in its entirety.
- 30.3 C, Step 2 applies in its entirety.
- 30.3 C, Step 3 applies in its entirety.
- 30.3 C, Step 4 is the final step in the grievance process and applies in its entirety.

The remainder of Article 30, Grievance Procedure, does not apply.

ARTICLE 6 PERFORMANCE EVALUATION

6.1 Objective

The performance evaluation process gives a supervisor an opportunity to discuss performance goals with their employee and assess and review their performance with regard to those goals. Supervisors can then provide support to the employee in their professional development, so that skills and abilities can be aligned with the University's mission and goals. Performance problems should be brought to the attention of the employee at the time of the occurrence to give them an opportunity to address the issue.

6.2 Evaluation Process

- A. The immediate supervisor will meet with an employee at the start of their review period to discuss performance expectations. The employee will receive copies of their performance expectations as well as notification of any modifications made during the review period. Employee work performance will be evaluated during probationary, trial service and transition review periods and at least annually thereafter. Notification will be given to a probationary or trial service employee whose work performance is determined to be unsatisfactory.
- B. The supervisor will discuss the evaluation with the employee. The employee will have the opportunity to provide feedback on the evaluation. The discussion may include such topics as:
 - 1. Reviewing the employee's performance;
 - 2. Identifying ways the employee may improve their performance;
 - 3. Updating the employee's position description, if necessary;
 - 4. Identifying performance goals and expectations for the next appraisal period; and
 - 5. Identifying employee training and development needs.

- C. The performance evaluation process will include, but not be limited to, a written performance evaluation on forms used by the Employer, the employee's signature acknowledging receipt of the forms, and any comments by the employee. A copy of the performance evaluation will be provided to the employee at the time of the review. A copy of the final performance evaluation, including any employee or reviewer comments, will be provided to the employee. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.
- D. If an employee disagrees with their performance evaluation, the employee has the right to attach a rebuttal.
- E. The performance evaluation process is subject to the grievance procedure in Article 30. The specific content of a performance evaluation is not subject to the grievance procedure.
- F. Performance evaluations will not be used to initiate personnel actions such as transfer, promotion, or discipline.

6.3 Training on performance evaluations will be offered to all bargaining unit employees.

ARTICLE 7 HOURS OF WORK

7.1 Definitions

- A. Full-time Employees. Employees who are scheduled to work forty (40) hours per workweek.
- B. Part-time Employees. Employees who are scheduled to work less than forty (40) hours per workweek.
- C. Work Schedules. Workweeks and work shifts of different numbers of hours may be established by the University in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.
- D. Work Shift. The hours an employee is scheduled to work each workday in a workweek.
- E. Workday. One (1) of seven (7) consecutive, twenty-four (24) hour periods in a workweek.
- F. Workweek. A regularly re-occurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will normally begin at 12:01 a.m. on Monday and end at 12:00 midnight the following Sunday or as otherwise designated by the appointing authority. If there is a change in their workweek, employees will be given written notification by the appointing authority or their designee.

7.2 Determination

The University will continue to designate all bargaining unit positions as overtime-eligible. If there is a change in the overtime eligibility designation for an employee's position, the University will provide the Union and the employee with written notification of the change.

7.3 Work Schedules

A. Work Schedules

1. Regular Work Schedules. The regular work schedule for full-time overtime-eligible employees will consist of five (5) consecutive and uniformly scheduled days of eight (8) hours of work in a seven (7) day period. Uniformly scheduled means a daily repetition of the same working hours and weekly repetition of the same working days. The University will determine the starting and ending times and work days based on the requirements of the position and operational needs. The University may change the regular work schedule with prior notice to the employee as described in Sub-section B below. The current patrol schedule is four (4) consecutive shifts of eleven (11) hours each (4/11). The Department will maintain that schedule, or a 4/10 schedule, unless staffing falls to nine (9) (officers, corporals, and sergeants) or less at which point the Department may revert the schedule to five (5) consecutive days of eight (8) hours each. The University reserves the right to reopen this provision to bargain other alternative schedules such as, but not limited to, a twelve (12) hour shift.
2. Alternate Work Schedules. Employees may be assigned to workweeks and work shifts of different lengths in order to meet business and customer service needs, or in response to an employee request as long as the work schedules comply with federal and state law. For full-time employees, alternate work schedules will contain two (2) consecutive days off unless the University and the employee mutually agree to an alternate schedule without two consecutive days off. The University may change the alternate work schedule in accordance with Article 7.3B. When there is a holiday, employees may be required to switch from their alternate work schedules to regular work schedules.

B. Schedule Changes

1. Temporary Schedule Changes. Employees' workweeks and/or work schedules may be temporarily changed with prior notice from the University. A temporary schedule change is defined as a change lasting twenty-one (21) calendar days or less. Overtime-eligible employees will receive five (5) calendar days' written and verbal notice of any temporary schedule change. The day that notification is given is considered the first day of notice. Notice will normally be given to the affected employees during their scheduled working hours. If an affected employee is on extended leave, notice may be sent to the employee's last known address.

In the event a scheduled employee is assigned a temporary schedule change with less than five (5) calendar days' notice for reasons other than the employee's request, the employee will be given the option to work their regular schedule in addition to the modified schedule.

2. Permanent Schedule Changes. Employees' workweeks and work schedules may be permanently changed with prior notice from the Employer. Employees will receive ten (10) calendar days' written notice of a permanent schedule change. The day notification is given is considered the first day of notice. Notice will normally be given to the affected employees during their scheduled working hours. If an affected employee is on extended leave, notice may be sent to the employee's last known address.
 3. Emergency Schedule Changes. The Employer may adjust an employee's workweek and work schedule without prior notice in emergencies or unforeseen operational needs.
 4. Employee-Requested Schedule Changes. Employees' workweeks and work schedules may be changed at the employee's request and with the Employer's approval, provided the Employer's business and customer service needs are met and no overtime expense is incurred.
- C. Home Phone Calls. Time spent on work-related telephone calls received during the employee's non-work time and subsequent, related employee-initiated calls will be considered time worked.

7.4 Shifts

A. Shift Assignment.

1. Annually, the University will notify employees of all available shifts for each of the four quarters in the coming year. Sergeants, Corporals and Officers will bid the ~~shift-patrol shifts~~ in each quarter in seniority order. Corporals and Officers may not bid for the same shift for more than two (2) consecutive quarters. Sergeants bid for the full year. Bidding will be completed by ~~May 15~~ October 15th for annual schedules to take effect ~~July 4~~ January 1st. The Administrative Sergeant position is not a shift subject to bidding rights under this Section but is rather a competitive assignment for a three (3) year term.
2. For the purposes of this section, seniority is defined as:
 - a. Officer's length of continuous service in their current position;
 - b. Ties will be broken by the employees length of continuous service as a commissioned law enforcement officer with the WWU Campus Police;

- c. In the event of a demotion, the employee's length of total continuous service as a commissioned law enforcement officer with the WWU Campus Police will be the employee's seniority date.

~~The University will assign Sergeants and Corporals to shifts in a manner that best distributes department leadership and provides an equitable rotation, all as determined by the University.~~

- 3. Law enforcement employees who work more than four (4) consecutive days as a result of a permanent change in shift schedule, will be compensated at the rate of time-and-one-half (1 ½) for those hours worked on the days in excess of four (4).

~~Except for employee-requested schedule changes, emergencies, or where staffing does not permit, a law enforcement employee who is subject to a temporary schedule change, will receive a minimum of twelve (12) hours off between the end of the current shift assignment and the start of the new shift assignment.~~

- 4. Except for employee-requested schedule changes, which include voluntary overtime and optional training, Law Enforcement employees will have a minimum of ten (10) hours off between all shifts. For the purpose of this article, "Shifts" refers to any time considered worked. All hours worked with less than ten (10) hours off shall be paid at the overtime rate of pay (overlap hours only).

B. Alternate Schedule. If the University adopts an alternate schedule that involves an 11-hour schedule that repeats over an eight (8) day period, employees working the affected schedule will be moved to a twenty-four (24) day work period (as permitted under Section 7(k) of the Fair Labor Standards Act) for the duration of their assignment to the 11-hour schedule. To account for the reduced annual work hours associated with this alternate schedule, law enforcement personnel will be scheduled by the University to work seventy-two (72) make-up hours during the course of the year. Make-up hours will be scheduled in blocks of no less than four (4) and no more than eleven (11) hours in length, and will be scheduled with nine (9) calendar days' written notice. The day that notification is given is considered the first day of notice. Unless otherwise agreed, make-up hours will not be used to staff events where an external entity is expected to reimburse the staffing costs. Make-up hours are compensated by the employee's normal salary, and will not result in additional hourly compensation.

C. Call Back. The call-back penalty pay provided in Section 43.17 will not apply to time worked employees immediately preceding their regular shift.

7.5 Overtime-Eligible Employees Unpaid Meal Periods

The Employer and the Union agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements required by WAC 296-126-092. Unpaid meal periods

for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible, taking into account the Employer's work requirements and the employee's wishes. Employees may request a one-hour (1) meal period for Wellness activities or other employee needs. Such requests will be granted, provided the University's business and customer service needs are met and no overtime expenses are incurred. Employees working three (3) or more hours longer than a normal workday will be allowed an additional thirty (30) minute unpaid meal period. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume their 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 employee will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal period. Meal periods may not be used for late arrival or early departure from work and meal and rest periods will not be combined.

7.6 Overtime-Eligible Employees Paid Meal Periods for Straight Shift Schedules

The Employer and the Union agree to paid meal periods that vary from and supersede the paid meal period requirements of WAC 296-126-092. Employees working straight shifts will not receive a paid meal period, but will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Meal periods for employees on straight shifts do not require relief from duty.

7.7 Overtime-Eligible Employees Rest Periods

The Employer and the Union agree to rest periods that vary from and supersede the rest periods required by WAC 296-126-092. Employees will be allowed rest periods of fifteen (15) minutes for each one half (1/2) shift of four (4) or more hours worked at or near the middle of each one half (1/2) shift of four (4) or more hours. Rest periods do not require relief from duty. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each one half (1/2) shift, scheduled rest periods are not required. Rest periods may not be used for late arrival or early departure from work and rest and meal periods will not be combined.

7.8 Overtime-Eligible Employees - Positive Time Reporting

Overtime-eligible employees will accurately report time worked in accordance with a positive time reporting process as determined by the University.

7.9 All Overtime-Eligible Employees Subpoenaed to Appear in Court

All law enforcement employees who are subpoenaed to appear in court in connection with their official duties will be compensated a minimum of three (3) hours of work time, provided the court appearance is not immediately preceding or following the employee's scheduled shift. Court appearances immediately preceding or following a scheduled shift will be compensated as actual time worked. All law enforcement employees will verify with the court the evening prior to their appearance to confirm the subpoena is still active and their appearance is required.

ARTICLE 8 OVERTIME

8.1 Definitions

A. Eligibility

1. Full-time Employees: WWU will continue to compensate all full-time overtime-eligible employees for all authorized work of more than of their scheduled work shift at the overtime rate.
2. Part-time Employees: WWU will continue to compensate all part-time overtime-eligible employees at the overtime rate for all authorized work of more than forty (40) hours in a workweek.

B. Overtime Rate. In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1-1/2) of an employee's regular rate of pay. The regular rate of pay will not include any allowable exclusions.

C. Work. The definition of work, for overtime purposes only, includes:

1. All hours actually spent performing the duties of the assigned job, rounded to the next quarter hour;
2. Travel time required by the Employer during normal work hours from one work site to another or travel time prior to normal work hours to a different work location that is greater than the employee's normal home-to-work travel time and all travel in accordance with applicable wage and hour laws;
3. Vacation leave;
4. Sick leave;
5. Compensatory time;
6. Holidays; and
7. Any other paid time not listed below.

D. Work for overtime purposes does not include:

1. Shared leave;
2. Leave without pay;
3. Additional compensation for time worked on a holiday; and
4. Time compensated as standby, callback, or any other penalty pay.

8.2 General Provisions

- A. The Employer will determine whether work will be performed on regular work time or overtime, the number, the skills and abilities of the employees required to perform the work, and the duration of the work.
- B. ~~The Employer will first attempt to meet its overtime requirements on a voluntary basis with qualified employees who are currently working. In the event there are not enough employees volunteering to work, the supervisor may require employees to work overtime.~~ There will be no pyramiding of overtime. ~~The supervisor will consider an employee's personal and family needs prior to requiring overtime.~~

~~If an employee was not offered overtime for which they were qualified, the employee will be offered the next available overtime opportunity for which they are qualified.~~

C. OVERTIME BY SENIORITY

In the event a need for overtime should occur in the Police Department because of vacation, sickness or other unforeseen conditions, an attempt shall be made to offer overtime on a seniority basis. Open shift, due to an absence shall be offered for the full shift by seniority to the officers scheduled off on that particular day. The Chief, Sergeant or designee will make a reasonable effort not to exceed ten (10) minutes per officer or thirty (30) minutes in total to locate the most senior officer after which the Chief or designee may assign overtime at the Chief's or designee's discretion. Any emergent overtime that has less than 4 hours' notice or 4 hours of coverage, may be offered, in part or total, to an on-duty employee, to extend their current shift, before call-outs are conducted. This provision is not subject to the grievance process.

- D. Working overtime without authorization by the employee's supervisor may result in disciplinary action. Authorization will be obtained prior to working overtime except in an emergency situation.

8.3 Compensatory Time for Overtime-Eligible Employees

- A. Compensatory Time Eligibility. The Employer may grant compensatory time in lieu of cash payment for overtime to an overtime-eligible employee, upon agreement between the Employer and the employee. Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked.
- B. Compensatory Time Use. An employee must use compensatory time prior to using vacation leave, unless this would result in the loss of their vacation leave or the employee is using vacation leave for Domestic Violence Leave. Compensatory time must be used and scheduled in the same manner as vacation leave, as in Article 11, Vacation Leave. Employees may use compensatory time for leave as required

by the Domestic Violence Leave Act, RCW 49.76. The Employer may schedule an employee to use their compensatory time with seven (7) calendar days' notice.

- C. Employees may accumulate up to four hundred and eighty (480) hours of compensatory time. All compensatory time in excess of one hundred sixty (160) hours must be used by June 30th of each year. If compensatory time balances are not scheduled to be used by the employee by April of each year, the supervisor will contact the employee to review their schedule. The employee's compensatory time balance in excess of one hundred sixty (160) hours will be cashed out every June 30th. When an employee separates from the Employer the employee's compensatory time balance will be cashed out. WWU will continue its current practice with respect to compensatory time cash out when the employee transfers to another position.

ARTICLE 9 TRAINING AND EMPLOYEE DEVELOPMENT

9.1 The Employer and the Union recognize the value and benefit of education and training designed to enhance an employee's ability to perform their job duties. Training and employee development opportunities will be provided to employees in accordance with University policies and available resources.

9.2 Attendance at employer-required training will be considered time worked. The Employer will make reasonable attempts to schedule employer-required training during an employee's regular work shift. The Employer will pay the registration, and associated travel costs in accordance with Article 23, for employer-required training.

9.3 Master Agreement Training

A. The Employer and the Union agree that training for managers, supervisors and union stewards responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current union stewards, and the Employer will provide training to managers and supervisors on this Agreement.

B. The Union will present the training to current union stewards within each bargaining unit. Union stewards will be released with pay on one (1) occasion for up to four (4) hours to attend the training. Union stewards who attend the training during their non-work hours will not be compensated for training. The parties will agree on the date, time, number and names of stewards attending each session.

Additional release time may be provided in accordance with Article 40.8.

C. The Employer will arrange training on this Agreement for all bargaining unit employees. The Employer and the Union recognize the value of, and encourage joint training when possible.

9.4 Employees may communicate their education and skill development training desires annually through the performance evaluation process.

9.5 Employees who wish to use the tuition fee waiver program will be allowed to do so in accordance with the Employer's current practice or policy, provided it allows employees to register no later than the sixth class day.

9.6 New Employee Orientation

- A. When the Employer provides a formal new employee orientation program, the Union will be given an opportunity to have a Union representative speak to the new employees who will be placed in bargaining unit positions within the jurisdiction of WFSE, and being oriented for not more than thirty (30) minutes to provide information about the Union and this Agreement.
- B. When the Employer provides an informal new employee orientation, the Union will be given an opportunity to have a Union representative speak to the new employees who will be placed in bargaining unit positions within the jurisdiction of WFSE, and being oriented for not more than thirty (30) minutes to provide information about the Union and this Agreement.
- C. When the Employer provides new employee orientation on-line, the Employer agrees to provide each new employee with an orientation package provided by the Union.
- D. The University will notify the Union at least one (1) week prior to an orientation process as described above. The University will notify the Union at least forty-eight (48) hours prior to the orientation if employees who will be placed in bargaining unit positions within the jurisdiction of WFSE have registered.

**ARTICLE 10
HOLIDAYS**

10.1 Paid Holidays

The following days are paid holidays for all eligible employees:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
<u>Juneteenth</u>	<u>June 19</u>
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Day after Thanksgiving
Christmas Day	December 25
Winter Break Day	To be used between the end of Fall Quarter and the beginning of Winter Quarter
Personal Holiday	To be used during the calendar year

10.2 Observance of Holidays

The Board of Trustees may establish calendars that observe holidays on dates other than those listed above, or as modified by current institutional practices.

10.3 Holiday Rules

The following rules apply to all holidays except the personal holiday and Winter Break Day:

- A. Employees will be paid at a straight-time rate even though they do not work.
- B. In addition to Subsection A above, employees will be paid for the hours actually worked on a holiday at the overtime rate.
- C. Permanent and probationary employees working twelve (12) month schedules or cyclic year employees who work full monthly schedules throughout their work year will receive holiday pay if they were in pay status on the workday preceding the holiday.
- D. Cyclic year employees scheduled to work less than full monthly schedules throughout their work year qualify for holiday compensation if they work or are in pay status during the month containing the holiday and on their last regularly scheduled working day preceding the holiday(s). Cyclic year employees will be

entitled to the number of paid hours on a holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.

- E. Holiday Pay. Full-time permanent and probationary employees will receive eight (8) hours of regular holiday pay per holiday. Any differences between the scheduled shift for the day and eight (8) hours may be adjusted by the use of vacation leave, compensatory time or leave without pay. Part-time employees will be entitled to a pro-rated number of paid hours on a holiday based on their appointment percentage.
- F. Nothing precludes the Employer, with prior notice, from switching an employee from an alternate work schedule to a regular work schedule during the week of a holiday.
- G. When a holiday falls on the employee's scheduled workday, that day will be considered the holiday.
- H. Holidays That Fall on the Employee's Day Off. When a holiday falls on the employee's scheduled day off the Employer will provide an alternate day off or, by agreement between the employee and the appointing authority or designee, the Employer will pay the employee for the number of holiday hours he or she is entitled to.
- I. When a holiday falls on a Saturday, the Friday before will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.
- J. The holiday for night shift employees whose schedule begins on one calendar day and ends on the next calendar day will start at the beginning of the scheduled night shift that begins on the holiday.

10.4 Personal Holidays

An employee may choose one (1) workday as a personal holiday during each calendar year if the employee has been continuously employed by the State of Washington and/or University for more than four (4) months.

- A. An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period.
- B. The Employer will release the employee from work on the day selected as the personal holiday if:
 - 1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.
 - 2. The number of employees choosing a specific day off allows an Employer to continue its work efficiently and not incur overtime.

- C. Personal holidays may not be carried over to the next calendar year except when an eligible employee's request to take their personal holiday has been denied or canceled. The employee will attempt to reschedule their personal holiday during the balance of the calendar year. If they are unable to reschedule the day, it will be carried over to the next calendar year.
- D. Personal holidays are pro-rated for part-time employees based on their appointment percentage.
- E. The pay for a full-time employee's personal holiday is eight (8) hours.
- F. Part or all of a personal holiday may be donated to another employee for shared leave as provided in RCW 41.04.665.
- G. Part or all of a personal holiday may be used for:
 - 1. The care of family members as required by the Family Care Act, WAC 296-130;
 - 2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 19.13; or
 - 3. Leave as required by the Domestic Violence Leave Act,
 - 4. RCW 49.76.
- H. The Employer may allow an employee who has used all of their sick leave to use all of a personal holiday for sick leave purposes as provided in Article 12.2 A. An employee who has used all of their sick leave may use all of a personal holiday for sick leave purposes as provided in Article 12.2 B – H.

10.5 Winter Break Day

- A. Employees are entitled to one (1) Winter Break Day if the employee has been continuously employed by the University for more than four (4) months, to be used between the end of Fall Quarter and the beginning of Winter Quarter. The day may not be carried forward or paid out at separation.
- B. Employees will be permitted to take their selected day as a Winter Break Day if the number of employees choosing a specific day off does not interfere with University operations or require the University to incur overtime.
- C. The pay for a full-time employee's Winter Break Day is eight (8) hours.
- D. The Winter Break Day is pro-rated for part-time employees based on their appointment percentage.
- E. The Winter Break Day may not be donated to Shared Leave.

- F. Upon request, employees will be approved to use part or all of their Winter Break day during the period that they are eligible for the Winter Break Day when they qualify for leave under the following circumstances:
1. The care of family members as required by the Family Care Act, WAC 296-130;
 2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 19.13; or
 3. Leave as required by the Domestic Violence Leave Act, RCW 49.76.
 4. Any remaining portion of the Winter Break Day must be taken as one occurrence, not to exceed the work shift on the day of occurrence.

**ARTICLE 11
VACATION LEAVE**

11.1 Employees will retain and carry forward any eligible and unused vacation leave that was accrued prior to the effective date of this Agreement.

11.2 Vacation Leave Credits

Employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below.

11.3 Vacation Leave Accrual

- A. Full-time employees will accrue vacation leave at the rates set forth below. Part-time employees shall accrue vacation on a prorated basis according to the employee’s appointment percentage.
- B. Accrual rates below shall be based on the employee’s total years of state employment; provided that, in order to receive credit for prior state employment, employees must notify Human Resources within thirty (30) calendar days of their initial appointment of any prior work experience for which they seek credit.

Full Years of Service	Monthly Accrual Rate	Hours per Year
During the first year	8 hours	96
During the second year	8 hours, 40 minutes	104
During the third and fourth year	9 hours, 20 minutes	112
During the fifth year	10 hours	120
During the sixth and seventh years	10 hours, 40 minutes	128

Full Years of Service	Monthly Accrual Rate	Hours per Year
During the eighth year	11 hours, 20 minutes	136
During the ninth and tenth years	12 hours	144
During the eleventh year	12 hours, 40 minutes	152
During the twelfth year	13 hours, 20 minutes	160
During the thirteenth year	14 hours	168
During the fourteenth year	14 hours, 40 minutes	176
During the fifteenth year	15 hours, 20 minutes	184
During the sixteenth through twenty-fourth years	16 hours	192
During the twenty-fifth and succeeding years	16 hours, 40 minutes	200

- C. Vacation leave will not accrue during leave without pay that exceeds ten (10) working days in any calendar month, nor will credit be given toward the rate of vacation leave accrual except during military leave without pay.
- D. The scheduled period of cyclic year position leave without pay will not be deducted for purposes of computing the rate of vacation leave accrual for cyclic year employees.
- E. Vacation leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.

11.4 Vacation Scheduling for All Employees

- A. Vacation requests will be considered on a first come, first served basis. In the event that two (2) or more employees request the same vacation period, the supervisor may limit the number of people who may take vacation leave at one time due to business needs and work requirements.
- B. Vacation leave will be charged in the amount actually used by the employee.
- C. When considering requests for vacation leave, the University will take into account the desires of the employee but leave will be approved based on business needs and work requirements of the University.

- D. An employee will not request or be authorized to take scheduled vacation leave if they will not have sufficient vacation leave to cover such absence at the time the leave will commence.
- E. Vacation leave will be approved or denied within ten (10) calendar days of the request. If the leave is denied, a reason will be provided in writing.

11.5 Family Care

Employees may use vacation leave for care of family members as required by the Family Care Act, RCW 49.12.265 et seq., and WAC 296-130.

11.6 Military Family Leave

Employees may use vacation leave for leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 19.13.

11.7 Domestic Violence Leave

Employees may use vacation leave for leave as required by the Domestic Violence Leave Act, RCW 49.76.

11.8 Use of Vacation Leave for Sick Leave Purposes

The Employer may allow an employee who has used all of their sick leave to use vacation leave for sick leave purposes as provided in Article 12.2 A. An employee who has used all of their sick leave may use vacation leave for sick leave purposes as provided in Article 12.2 B – H.

11.9 Emergency Childcare

Employees may use vacation leave for childcare emergencies after the employee has exhausted all of their accrued compensatory time.

11.10 Vacation Cancellation

Should the University be required to cancel scheduled vacation leave because of an emergency or exceptional business needs, affected employees may select new vacation leave from available dates. In the event the affected employee has incurred non-refundable, out-of-pocket vacation expense(s), penalties and/or fees, the employee may be reimbursed by the Employer.

11.11 Vacation Leave Maximum

Employees may accumulate maximum vacation leave balances not to exceed two hundred and forty (240) hours in accordance with RCW 43.01.040. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

- A. If an employee's request for vacation leave is denied by the Employer, and the employee is close to the vacation leave maximum, the Employer will grant an extension for each month that the Employer must defer the employee's request for vacation leave.
- B. An employee may also accumulate vacation leave days in excess of two hundred and forty (240) hours as long as the employee uses the excess balance prior to their anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.

11.12 Separation

Any employee, who has successfully completed their probation period, who either resigns with adequate notice or retires, is laid off or is terminated by the Employer, will be entitled to be paid for vacation leave credits. In addition, the estate of a deceased employee will be entitled to payment for vacation leave credits.

ARTICLE 12 SICK LEAVE

12.1 Sick Leave Accrual

Employees will accrue eight (8) hours of sick leave per month under the following conditions:

- A. Part-time employees will accrue a prorated amount of sick leave credit based on their appointment percentage.
- B. Employees who take leave without pay for more than ten (10) days in any calendar month will accrue sick leave for that month at a rate of one (1) hour for every forty (40) hours worked
- C. Sick leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.

12.2 Sick Leave Use

- A. Sick leave will be charged in one-tenth (1/10) of an hour increments and may be used for the following reasons:
 - 1. An employee's own mental or physical illness, injury or health condition.
 - 2. To accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition.
 - 3. Preventive care, such as a medical, dental or optical appointment and/or treatment.

4. Care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition.
 5. Care for a family member who needs preventive medical care.
 6. Closure of the University, or the employee's child's school/place of care, by order of a public official for any health-related reasons.
 7. Care of family members as required by the Family Care Act, RCW 49.12.265 et seq.
 8. A death of any relative that requires the employee's absence from work. Relatives are defined for this purpose as spouse, significant other, domestic partner, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law and corresponding relatives of employee's spouse, significant other or domestic partner.
 9. Childcare emergencies after the employee has exhausted all of their accrued compensatory time.
 10. Leave for Military Family Leave as required by RCW 49.77 and in accordance with Article 19.13.
 11. Leave for Domestic Violence Leave as required by RCW 49.76.
- B. For the purposes of this section, "family" member means any of the following:
1. A child, including biological, adopted, or foster child, stepchild, or a child whom the employee stands in loco parentis, is a legal guardian, or is de facto parent, regardless of age or dependency status;
 2. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 3. A spouse;
 4. A domestic partner, which includes those who are in registered domestic partnerships or in relationships composed of two (2) unmarried adults who are living together in a committed family relationship and have reciprocal duties to, and provide financial support for, one another;
 5. A grandparent;
 6. A grandchild;
 7. A sibling.

12.3 Use of Compensatory Time, Vacation Leave or Personal Holiday for Sick Leave Purposes

The Employer may allow an employee who has used all of their sick leave to use compensatory time, vacation leave or all of a personal holiday for sick leave purposes as provided in Article 12.2 A.1. Employees may use their choice of sick leave, compensatory time, vacation leave or all of a personal holiday to care for a family member in circumstances covered by Article 12.2 A.7. Employee who have used all of their sick leave may use compensatory time, vacation leave or all of a personal holiday for sick leave purposes as provided in Article 12.2 A. 2-6 and 8-11.

12.4 Restoration of Vacation Leave

In the event an employee is injured or becomes ill while on vacation leave, the employee may submit a written request to use sick leave and have the equivalent amount of vacation leave restored. The supervisor may require a written medical certificate as permitted by law.

12.5 Sick Leave Reporting and Verification

Employees must promptly notify their supervisor on their first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If an employee is in a position where a relief replacement is necessary if they are absent, they will notify their supervisor at least two (2) hours prior to their scheduled time to report to work (excluding leave taken in accordance with the Domestic Violence Act). Unless otherwise precluded by law, the Employer has reason to suspect abuse, the Employer may require a written medical certificate for any sick leave absence. An employee returning to work after any sick leave absence may be required to provide written certification from their health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

12.6 Sick Leave Annual Cash Out

Each January an employee is eligible to receive cash on a one (1) hour for four (4) hours basis for ninety-six (96) hours or less of their accrued sick leave, if:

- A. Their sick leave balance at the end of the previous calendar year exceeds four hundred eighty (480) hours;
- B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred eighty (480) hours; and
- C. The employee notifies the payroll office by January 31st that they would like to convert sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

All converted hours will be deducted from the employee's sick leave balance.

12.7 Sick Leave Separation Cash Out

At the time of retirement from state service or at death, an eligible employee or the employee's estate will receive cash for one-quarter (1/4) of their compensable sick leave balance. For the purposes of this Section, retirement will not include "vested out of service" employees who leave funds on deposit with the retirement system.

12.8 Reemployment

Former state employees who are reemployed within five (5) years of leaving state service will be granted all unused and unpaid sick leave credits they had at separation. Unless otherwise required by applicable law, employees who are reemployed after retiring from state service and cashing out their sick leave balance will not have leave reinstated at the time of rehire when they subsequently retire or die, only unused sick leave accrued since the date of reemployment minus sick leave taken within the same period will be eligible for sick leave separation cash out, in accordance with 12.7 above.

12.9 Carry Forward and Transfer

Employees will be allowed to carry forward, from year to year of service, any unused sick leave allowed under this provision, and will retain and carry forward any unused sick leave accumulated prior to the effective date of this Agreement. When an employee moves from the University to another position within Washington State government, without a break in service, the employee's accrued sick leave will be transferred to the new employer for the employee's use if the new employer accepts such transfers.

ARTICLE 13 SHARED LEAVE

13.1 Shared Leave

The purpose of the leave sharing program is to permit state employees, to donate leave to come to the aid of another state employee who has been called to service in the uniformed services, who is responding to a state of emergency anywhere within the United States declared by the federal or state government, who is a victim of domestic violence, sexual assault, or stalking, or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition, which has caused or is likely to cause the employee to take leave without pay or terminate their employment. For purposes of the leave sharing program, the following definitions apply:

- A. "Domestic violence" means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in RCW 26.50.010; sexual assault of one family or household member by another family or household member; or stalking as defined in RCW 9A.46.110 of one family or household member by another family or household member.

- B. “Employee” means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
- C. Employee’s relative” normally is defined to include:
1. Child, including biological, adopted, or foster child, stepchild, or for whom the employee stands in loco parentis, is a legal guardian or is de facto parent, regardless of age or dependency status;
 2. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 3. Spouse;
 4. Registered domestic partner as defined by RCW 26.60;
 5. Grandparent;
 6. Grandchild; or
 7. Sibling.
- D. “Household members” is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include, but is not limited to, foster children and legal wards. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.
- E. “Service in the uniformed services” means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.
- F. “Severe” or “extraordinary” condition is defined as serious or extreme and/or life threatening.
- G. “Sexual assault” has the same meaning as in RCW 70.125.030.
- H. “Stalking” has the same meaning as in RCW 9A.46.110.

- I. “Uniformed services” means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.
- J. “Victim” means a person that domestic violence, sexual assault, or stalking has been committed against as defined in this Article.

13.1 Shared Leave Receipt

- A. An employee may be eligible to receive shared leave if the Employer has determined the employee meets any of the following criteria:
 - 1. The employee suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
 - 2. The employee has been called to service in the uniformed services;
 - 3. A state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has the needed skills to assist in responding to an emergency or its aftermath and volunteers their services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee’s offer of volunteer services; or
 - 4. The employee is a victim of domestic violence, sexual assault, or stalking.
- B. The illness, injury, impairment, condition, call to service, emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking has caused, or is likely to cause, the employee to:
 - 1. Go on leave without pay status; or
 - 2. Terminate state employment.
- C. The employee’s absence and the use of shared leave are justified.
- D. The employee has depleted or will shortly deplete their:
 - 1. Vacation leave, sick leave and personal holiday if the employee qualifies under 13.2 A.1;
 - 2. Vacation leave and paid military leave allowed under RCW 38.40.060 if the employee qualifies under 13.2 A.2; or

3. Vacation leave or personal holiday if the employee qualifies under 13.2 A.3 or 13.2 A.4.
- E. The employee has abided by the Employer's policy regarding:
1. Sick leave use if the employee qualifies under 13.2 A.1 and 13.2 A.4; or
 2. Military leave if the employee qualifies under 13.2 A.2.
- F. The employee has diligently pursued and been found to be ineligible for benefits under RCW 51.32 if the employee qualifies under 13.2 A.1.

13.3 Shared Leave Use

- A. The Employer will determine the amount of leave, if any, which an employee may receive. However, an employee will not receive more than five hundred twenty-two (522) days of shared leave during their entire duration of state employment, except that, the Employer may authorize shared leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the shared leave program because he or she is suffering from an illness, injury, impairment or physical or mental condition that is of an extraordinary nature.
- B. The Employer will require the employee to submit, prior to approval or disapproval:
1. A medical certificate from a licensed physician or health care practitioner verifying the employee's required absence, the description of the medical problem, and expected date of return-to-work status for shared leave under 13.2 A.1;
 2. A copy of the military orders verifying the employee's required absence for shared leave under 13.2 A.2; or
 3. Proof of acceptance of an employee's offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency for shared leave under 13.2 A.3.
- C. The Employer may require the employee to submit, prior to approval or disapproval, verification of the employee's status as a victim of domestic violence, sexual assault or stalking for shared leave under 13.2 A.4. Such verification will be in accordance with the Domestic Violence Leave Act, RCW 49.76 and may be one or more of the following:
1. An employee's own written statement;
 2. A statement from an attorney or advocate, member of the clergy, or medical or other professional; and/or
 3. A court order or police report documenting the employee is a victim of domestic violence, sexual assault or stalking.

- D. The Employer should consider other methods of accommodating the employee's needs, such as modified duty, modified hours, flex-time or special assignments in lieu of shared leave usage.
- E. Leave transferred may be transferred from employees of WWU to another employee of WWU or, with the approval of the heads of both state agencies, higher education institutions, school district, or educational service districts, to an employee of another state agency, higher education institution, school district or educational service district.
- F. Vacation leave, sick leave, or all or part of a personal holiday transferred from a donating employee will be used solely for the purpose stated in this Article.
- G. The receiving employee will be paid their regular rate of pay; therefore, the value of one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary.
- H. Eight (8) hours a month of accrued and/or shared leave may be used to provide for the continuation of benefits as provided for by the Public Employee's Benefit Board.
- I. The Employer will respond in writing to shared leave requests within fourteen (14) calendar days of receipt of a properly completed request.

13.4 Leave Donation

An employee may donate vacation leave, sick leave, or personal holiday to another employee for purposes of the leave sharing program under the following conditions:

- A. The Employer approves the employee's request to donate a specified amount of vacation leave to an employee authorized to receive shared leave; and
 - 1. The full-time employee's request to donate leave will not cause their vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated; and
 - 2. Employees may not donate excess vacation leave that they would not be able to take due to an approaching anniversary date; except when the request for vacation leave was denied and the vacation leave was deferred.
- B. The Employer approves the employee's request to donate a specified amount of sick leave to an employee authorized to receive shared leave. The employee's request to donate leave will not cause their sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.
- C. The Employer approves the employee's request to donate all or part of their personal holiday to an employee authorized to receive shared leave.

1. That portion of a personal holiday that is accrued, donated as shared leave, and then returned during the same calendar year to the donating employee, may be taken by the donating employee.
 2. An employee will be allowed to split the personal holiday only when donating a portion of the personal holiday to the shared leave program.
- D. No employee may be intimidated, threatened, or coerced into donating leave for purposes of this program.

13.5 Shared Leave Administration

- A. The calculation of the recipient's leave value will be in accordance with applicable Office of Financial Management policies, regulations, and procedures. The leave received will be coded as shared leave and be maintained separately from all other leave balances. All paid leave accrued must be used prior to using shared leave when the employee qualifies for shared leave under 13.2 A.1. Accrued vacation leave and paid military leave allowed under RCW 38.40.060 must be used prior to using shared leave for employees qualified under 13.2 A.2. All paid leave, except sick leave, must be used prior to using shared leave when the employee qualifies for shared leave under 13.2 A.3 and 13.2 A.4.
- B. An employee on leave transferred under these rules will continue to be classified as a state employee and will receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation leave or sick leave.
- C. All salary and wage payments made to employees of the Employer while on leave transferred under these rules will be made by the Employer.
- D. Where Employers have approved the transfer of leave by an employee of one (1) state agency/higher education institution, school district or educational service district to an employee of another state agency/higher education institution, school district, or educational service district, the state agencies/higher education institutions, school district, or educational service district involved will arrange for the transfer of funds and credit for the appropriate value of leave in accordance with Office of Financial Management policies, regulations, and procedures.
- E. Leave transferred under this Section will not be used in any calculation to determine the Employer's allocation of full-time equivalent staff positions.
- F. Any shared leave not used by the recipient will be returned to the donor(s). Before returning unused leave, the Employer will obtain a statement from the receiving employee's doctor verifying whether the employee's injury or illness is resolved. The remaining shared leave is to be divided on a pro rata basis among the donors and reinstated to the respective donors' appropriate leave balances based upon each employee's current salary rate at the time of the reversion. The shared leave returned will be prorated back based on the donor's original donation.

- G. Unused shared leave may not be cashed out but will be returned to the donors per Subsection F, above.
- H. Employees who use leave that is transferred under this Section will not be required to repay the value of the leave that they used.
- I. Shared leave will not be denied solely based on administrative or budgetary issues related to the transfer or non-transfer of funds.

ARTICLE 14 UNIFORMED SERVICE SHARED LEAVE POOL

14.1 Purpose

The uniformed service shared leave pool was created so that state employees who are called to service in the uniformed services will be able to maintain a level of compensation and employee benefits consistent with the amount they would have received had they remained in active state service. The pool allows employees to donate leave to be used as shared leave to fellow state employees called to service in the uniformed services. Employee participation will be voluntary at all times. The Military Department, and the Department of Enterprise Services will administer the pool.

14.2 Definitions

For purposes of this Article only, the following definitions apply:

- A. “Employee” means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
- B. “Military salary” includes base, specialty and other pay, but does not include allowances such as the base allowance for housing.
- C. “Monthly salary” includes monthly salary, special pay and shift differential, or the monthly equivalent for hourly employees. “Monthly salary” does not include overtime pay, callback pay, standby pay or performance bonuses.
- D. “Service in the uniformed services” means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.
- E. “Uniformed services” means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty for training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard and any other category of persons designated by the President of the United States in time of war or national emergency.

14.3 Participation

- A. An employee may be eligible to receive leave from the uniformed service shared leave pool under the following conditions:
 - 1. The employee is entitled to accrue vacation leave, sick leave, or a personal holiday.
 - 2. The employee has been called to service in the uniformed service.
 - 3. The call to service has caused, or is likely to cause, the employee to go on leave without pay status or terminate state employment.
 - 4. The employee's absence and the use of shared leave are justified.
 - 5. The employee has depleted or will shortly deplete their annual leave and paid military leave allowed under RCW 38.40.060.
 - 6. The employee has followed the Employer's policy regarding military leave.
- B. An employee may donate vacation leave, sick leave, or all or part of a personal holiday to the uniformed service leave pool under the following conditions:
 - 1. The donating employee may donate any amount of vacation leave, providing the donation does not cause the employee's vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated.
 - 2. The donating employee may donate any specified amount of sick leave, provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.
 - 3. The donating employee may donate all or part of a personal holiday.

14.4 Process

- A. Employees requesting to donate to or receive leave from the uniformed service shared leave pool must follow their Employer's policies and procedures addressing uniformed service shared leave.
- B. Employees requesting to receive leave from the uniformed service shared leave pool must also comply with the Military Department procedures for requesting and receiving leave from the uniformed service shared leave pool. Employees requesting leave from the uniformed shared leave pool should provide the University an earnings statement verifying military salary and orders of service, most current state leave and earnings statement, a completed uniformed service shared leave pool recipient request form, and notification of any change. The employee must also provide copies of earnings statements and orders of service when requested by the Military Department.

- C. Shared leave may not be granted unless the pool has a sufficient balance to fund the requested leave for the expected term of service.
- D. Shared leave, in combination with military salary, will not exceed the level of the employee's state monthly salary. Up to eight (8) hours per month of shared leave may be withdrawn and used to continue coverage under the Public Employees' Benefit Board, regardless of the employee's monthly salary and military salary.
- E. The receiving employee continues to be classified as a state employee and receives the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation or sick leave.
- F. The Employer will investigate any alleged abuse of the uniformed service shared leave pool and on a finding of wrongdoing, the employee may be required to repay all of the shared leave received from the pool.

14.5 This Article is not subject to the grievance procedure.

ARTICLE 15 FAMILY AND MEDICAL LEAVE

- 15.1** A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and any amendments thereto, an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of family medical leave in a twelve (12) month period for one or more of the following reasons 1-4:
- 1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child;
 - 2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work;
 - 3. Family medical leave to care for a spouse, son, daughter, parent or domestic partner as defined by RCW 26.60.020 and RCW 26.60.030 who suffers from a serious health condition that requires on-site care or supervision by the employee. Because the FMLA does not recognize state registered domestic partners, an absence to care for the employee's state registered domestic partner will not be counted towards the twelve (12) weeks of FMLA; and/or
 - 4. Family medical leave for qualifying exigency when the employee's spouse, child of any age, or parent is on covered active duty, or called to covered active duty status of the Regular Armed Forces, Reserves or National Guard as defined by the FMLA, CFR Section 825.126.
 - 5. Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements,

attending certain counseling sessions, and attending post-deployment reintegration briefings.

- B. Military Caregiver Leave will be provided to an eligible employee who is the spouse, child, of any age, parent or next of kin of a covered service member to take up to twenty-six (26) workweeks of unpaid leave in a single twelve (12) month period to care for the covered service member or veteran who is suffering from a serious illness or injury incurred in the line of duty.

A covered service member is either:

1. A current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or in on the temporary disability retired list, for a serious injury or illness, or
2. A veteran of the Armed Forces (including the National Guard or Reserves) discharged during the five year period before the family member first takes military caregiver leave to care for the veteran and who is undergoing medical treatment, recuperation, or therapy for a qualifying serious injury or illness. A veteran who was dishonorably discharged does not meet the FMLA definition of a covered service member.

During the single twelve (12) month period during which Military Caregiver Leave is taken the employee may only take a combined total of twenty-six (26) workweeks of leave for Military Caregiver Leave and leave taken for other FMLA qualifying reasons.

The single twelve (12) month period to care for a covered service member begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA leave.

- C. Entitlement to family medical leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.
- D. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count time off such as time used as vacation leave, sick leave, temporary salary reduction, personal holidays, compensatory time off, or shared leave and unpaid leave.

- 15.2** The family medical leave entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins family medical leave. Each time an employee takes family medical leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.

15.3 The Employer will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by family medical leave. The employee will be required to pay their share of health care premiums. The Employer may require an employee to exhaust all paid leave prior to using any leave without pay, except that the employee will be allowed to use eight (8) hours a month of accrued leave during each month to provide for the continuation of benefits as provided for by Public Employees Benefit Board.

15.4 The Employer has the authority to designate absences that meet the criteria of the family medical leave.

A. The use of any paid or unpaid leave (excluding compensatory time) for a family medical leave-qualifying event will run concurrently with, not in addition to, the use of the family medical leave for that event.

B. An employee, who meets the eligibility requirements listed in Section 15.1, may request family medical leave run concurrently with absences due to work-related illness or injury covered by workers' compensation at any time during the absence. Employees will not be required to exhaust all paid leave prior to using any leave without pay for a compensable work-related injury or illness.

C. An employee using paid leave during a family medical leave qualifying event must follow the notice and certification requirements relating to family medical leave usage in addition to any notice requirements relating to the paid leave.

15.5 Parental and Pregnancy Disability Leave

A. Parental leave will be granted to the employee for the purpose of bonding with their natural newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by the family medical leave, during the first year after the child's birth or placement. Leave beyond the period covered by the family medical leave and pregnancy disability may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at the top internal step of the grievance procedure in Article 30.

B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave for pregnancy disability or other qualifying events, personal holiday, compensatory time, or leave without pay. Parental leave may be taken on an intermittent or reduced schedule basis in accordance with Subsection 15.5 A.

C. Pregnancy disability leave will be granted for the period of time an employee is sick or temporarily disabled because of pregnancy and/or childbirth and will be in addition to the twelve (12) weeks of FMLA leave.

15.6 The Employer may require certification from the employee's, family members, or covered service member's health care provider for the purpose of qualifying for family medical leave.

- 15.7** Personal medical leave, serious health condition leave, or serious injury or illness leave covered by family medical leave may be taken intermittently or on a reduced schedule basis when certified as medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.
- 15.8** Upon returning to work after the employee's own family medical leave-qualifying illness, the employee may be required to provide a fitness for duty certificate from a health care provider.
- 15.9** The employee will provide the Employer with not less than thirty (30) days' notice before the family medical leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice when feasible.
- 15.10** An employee returning from family medical leave will have return rights in accordance with FMLA.
- 15.11** Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint regarding FMLA with the U.S. Department of Labor.

ARTICLE 16 WORK-RELATED INJURY OR ILLNESS

16.1 Compensable Work-Related Injury or Illness Leave

An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave, vacation leave or compensatory time during a period in which they receive time-loss compensation will receive full sick leave, vacation leave or compensatory time pay in addition to any time-loss payments. Notwithstanding Section 19.1, of Article 19, Leave Without Pay, the Employer may separate an employee in accordance with Article 34, Reasonable Accommodation and Disability Separation.

ARTICLE 17 SUSPENDED OPERATIONS

- 17.1** The University will continue to follow its current practices and follow WWU Policy U5400.04 Suspending University Operations with the following exceptions:
- A. If the University suspends operation after the employee's work shift has begun, the employee will be paid for a minimum of half of their shift.
 - B. Employees designated as "essential" and who report for or remain work during suspended operations shall receive three (3) hours of regular pay in addition to the hours worked. The additional three (3) hours will not count as hours worked towards the computation of overtime.

- C. In the event the emergency conditions exist only in a specific office or area of the University, the University, when practical, will provide the released employee(s) with work in another office or area. An employee(s) so assigned shall not receive a reduction in pay.
- D. In the event of Suspended Operations, employees who have an accrued sick leave balance of one hundred and seventy-six (176) or more hours, may use up to three (3) days of sick leave for each Suspended Operations event.

**ARTICLE 18
MISCELLANEOUS PAID LEAVES**

18.1 Bereavement Leave

Up to three (3) days of paid bereavement leave will be granted for the death of any family member or household member that requires the employee's absence from work. Family members are defined for this purpose as mother, father, stepmother, stepfather, sister, brother, sister-in-law, brother-in-law, mother-in-law, father-in-law, domestic partner's mother, domestic partner's father, spouse, domestic partner, grandparent, grandchild, son, daughter, stepchild, and a child in the custody of and residing in the home of an employee. In addition, sick leave may be used for the death of a family member per Article 12.2 C.

18.2 Jury Duty Leave

Leave of absence with pay will be granted to employees for jury duty. An employee will be allowed to retain any compensation paid to the employee for jury duty service. An employee will inform the Employer when notified of a jury summons and will cooperate in requesting a postponement of service if warranted by business demands. An employee whose work shift is other than a day shift will be considered to have worked a full work shift for each workday during the period of jury duty. If a day shift employee is released from jury duty and there are more than two (2) hours remaining on their work shift, the employee will call their supervisor and may be required to return to work.

18.3 Witness/Subpoena

Employees will promptly inform the Employer when they receive a subpoena. A subpoenaed employee will receive paid release time during scheduled work time to appear as a witness in court or an administrative hearing, except as provided in Article 40.4, for work-related cases, unless they:

- A. Is a party to the matter and is not represented by the Attorney General's Office of the State of Washington, or
- B. Has an economic interest in the matter.

Nothing in this Section will preclude an employee from receiving paid release time to appear in court or an administrative hearing on behalf of the Employer.

18.4 Interviews

- A. Positions with the University. With prior notice, paid release time will be granted for the purposes of taking an examination or interviewing for positions with the University. Employee-requested schedule changes may be granted in accordance with Article 7, Hours of Work, when taking an examination or interviewing.
- B. Positions with other State Higher Education Institutions or State Agencies. With prior notice, paid release time of up to four (4) hours per fiscal year will be granted for travel, taking an examination and interviews with other state higher education institutions or state agencies provided the absence of the employee does not create significant or unusual coverage issues. Employee-requested schedule changes may be granted in accordance with Article 7, Hours of Work, when traveling, taking an examination or interviewing.

18.5 Life-Giving Procedures

Employees will be granted paid leave, not to exceed five (5) working days in a two (2) year period, as needed for the purpose of participating in life-giving procedures. A “life-giving procedure” is defined as a medically-supervised procedure involving the testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments. Employees will provide reasonable advance notice before taking such leave and will provide written proof from an accredited medical institution, physician or other medical professional that the employee participated in a life-giving procedure.

18.6 Personal Leave

- A. An employee may choose one (1) workday as a personal leave day each fiscal year during the life of this Agreement if the employee has been continuously employed by the University for more than four (4) months.
- B. The University will release the employee from work on the day selected for personal leave if:
 - 1. The employee has given at least fourteen (14) calendar days’ written notice to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.
 - 2. The number of employees choosing a specific day off allows the University to continue its work efficiently and not incur overtime.
 - 3. For positions requiring backfill, the release from duty will not cause an increase in costs due to the need to provide coverage for the employee’s absence.
- C. Personal leave may not be carried over from one fiscal year to the next.

- D. Personal leave is pro-rated for part-time employees based on the employee's appointment percentage.
- E. The pay for a full-time employee's personal leave day is eight (8) hours.
- F. Upon request, employees will be approved to use part or all of their personal leave day for:
 - 1. The care of family members as required by the Family Care Act, WAC 296-130;
 - 2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 19.13; or
 - 3. Leave as required by the Domestic Violence Leave Act, RCW 49.76.
 - 4. Any remaining portions of personal leave day must be taken as one (1) absence, not to exceed the work shift on the day of the absence.

18.7 Military Leave

Employees will be entitled to military leave with pay not to exceed twenty-one (21) working days during each year, beginning October 1st and ending the following September 30th, in order to report for required military duty, when called, or to take part in training or drills including those in the National Guard or state active status.

18.8 Community Service Leave Day

Employees covered by this Agreement may request and be granted one (1) day of paid community service leave per fiscal year to participate in community service, including volunteer work on behalf of schools, community or charitable organizations, and organized volunteer events. The pay for a full-time employee's community service day is eight (8) hours. Community service leave is pro-rated for part-time employees based on the employee's appointment percentage. This leave may also be taken in half-day increments. Employees wishing to engage in community service will provide a written request in advance and may be required to provide proof that the employee participated in the service or event.

18.9 Except for paid release time under Article 18.3, the University will not be responsible for per diem, travel expenses or overtime under this Article.

**ARTICLE 19
LEAVE WITHOUT PAY**

19.1 Leave without pay will be granted for the following reasons:

- A. Family and Medical Leave (Article 15);
- B. Compensable work-related injury or illness leave (Article 16);

- C. Military leave;
- D. Cyclic employment;
- E. Volunteer firefighting leave;
- F. Military family leave;
- G. Domestic violence leave; or
- H. Holidays for a Reason of Faith or Conscience.

19.2 Leave without pay may be granted for the following reasons:

- A. Educational leave;
- B. Child or elder care emergencies;
- C. Governmental service leave;
- D. Citizen volunteer or community service leave;
- E. Conditions applicable for leave with pay;
- F. Union Activities (Article 40);
- G. Formal collective bargaining leave; or
- H. As otherwise provided for in this Agreement.

19.3 Limitations

Leave without pay will be no more than twelve (12) months in any consecutive five (5) year period, except for:

- A. Compensable work-related injury or illness leave;
- B. Educational leave;
- C. Governmental service leave;
- D. Military leave;
- E. Cyclic employment leave;
- F. Leave for serious health condition taken under the provisions of Article 15, Family and Medical Leave;
- G. Leave taken voluntarily to reduce the effect of a layoff;

- H. Leave authorized in advance by an appointing authority as part of a plan to reasonably accommodate a person of disability;
- I. Leave to participate in union activities;
- J. Volunteer firefighting leave;
- K. Domestic violence leave; or
- L. Holidays for a Reason of Faith or Conscience.

19.4 Returning Employee Rights

Employees returning from authorized leave without pay will be employed in the same position or in another position in the same job classification, as determined by the Employer, provided that such reemployment is not in conflict with other articles in this Agreement. The employee and the Employer may enter into a written agreement regarding return rights at the commencement of the leave.

19.5 Military Leave

In addition to twenty-one (21) working days of paid leave granted to employees for required military duty or to take part in training, or drills including those in the National Guard or active status, unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be reinstated as provided in RCW 73.16 and applicable federal law.

19.6 Educational Leave

Leave without pay may be granted for educational leave for the duration of actual attendance in an educational program.

19.7 Child or Elder Care Emergencies

Leave without pay, compensatory time or paid leave may be granted for child or elder care emergencies.

19.8 Cyclic Employment Leave

Leave without pay will be granted to cyclic year employees during their off-season.

19.9 Governmental Service Leave

Leave without pay may be granted for government service in the public interest, including but not limited to the U.S. Public Health Service or Peace Corps leave.

19.10 Citizen Volunteer or Community Service Leave

Leave without pay may be granted for community volunteerism or service.

19.11 Formal Collective Bargaining Leave

Leave without pay may be granted to participate in formal collective bargaining sessions authorized by RCW 41.80.

19.12 Volunteer Firefighting Leave

Leave without pay will be granted when an employee who is a volunteer firefighter is called to duty to respond to a fire, natural disaster or medical emergency.

19.13 Military Family Leave

In accordance with the Military Family Leave Act, RCW 49.77, leave without pay will be granted to an employee whose spouse or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030 is on leave from deployment or before and up to deployment, during a period of military conflict. Use of leave without pay, compensatory time, vacation leave, sick leave, personal leave and all or part of a personal holiday is limited to a combined maximum of fifteen (15) working days per deployment. Employees must provide the Employer with five (5) business days' notice after receipt of official notice that the employee's spouse or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030 will be on leave or of an impending call to active duty.

19.14 Domestic Violence Leave

In accordance with the Domestic Violence Leave Act, RCW 49.76, leave without pay, including intermittent leave, will be granted to an employee who is a victim of domestic violence, sexual assault or stalking. Family members of a victim of domestic violence, sexual assault or stalking will be granted leave without pay to help the victim obtain treatment or seek help. Family member for the purpose of domestic violence leave includes child, spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, parent, parent-in law, grandparent or a person the employee is dating. The Employer may require verification from the employee requesting leave.

19.15 Unpaid Holidays for a Reason of Faith or Conscience

- A. Leave without pay will be granted for up to two (2) workdays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization. Leave without pay may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by Chapter 82-56 WAC or the employee is necessary to maintain public safety.
- B. The Employer will allow an employee to use compensatory time, personal holiday or vacation leave in lieu of leave without pay. All requests to use compensatory time, personal holiday or vacation leave indicate the leave is being used in lieu of leave without pay for reason of faith or conscience.

- C. A permanent or probationary employee who is on an unpaid holiday for reasons of faith or conscience on a work shift preceding a paid holiday, as designated in Article 10.1, will receive holiday pay for the designated holiday.
- D. An employee's seniority date, probationary period or trial service period will not be affected by leave without pay taken for a reason of faith or conscience.
- E. Employees will only be required to identify that the request for leave is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

19.16 Request – Approval/Denial

Requests for leave without pay will be submitted in writing. The Employer will approve or deny leave without pay requests, in writing, within fourteen (14) calendar days when practicable and will include the reason for denial.

**ARTICLE 20
SAFETY AND HEALTH**

20.1 The University, employee and Union have a significant responsibility for workplace safety and health.

- A. The University will provide a work environment in accordance with safety and health standards established by the Washington Industrial Safety and Health Act (WISHA).
- B. Employees will comply with all safety practices and standards established by the Employer.
- C. The University and employees will contribute to a healthy workplace including not knowingly exposing co-workers, students or the public to conditions that would jeopardize their health or the health of others. The University may direct employees to use leave when employees self-report a contagious health condition.
- D. The Union will work cooperatively with the University on safety related matters and encourage employees to work in a safe manner.

20.2 Employees will take an active role in creating a safe and healthy workplace by reporting immediate safety issues to their supervisor(s), following the chain of command, and other safety issues to their safety committee and/or safety officer for review and action, as necessary. Employees may additionally contact a Union steward. All parties will comply with WAC 296-360-150 regarding unsafe work assignments and/or conditions that a reasonable person would conclude could create a real danger of death or serious injury. The University will address reported unsafe working conditions and take appropriate action. An employee who is given an assignment that they reasonably believe creates an immediate threat of death or serious injury shall immediately notify their supervisor. The employee will not be required to perform the alleged unsafe assignment until the matter

has been reviewed by the employee's supervisor and Western's Environmental Health and Safety.

- 20.3** The University will determine the required safety devices, personal protective equipment and apparel, which employees will wear and/or use. Required safety devices and personal protective equipment other than clothing and safety footwear will be provided by the University; clothing and safety footwear will be addressed as provided in Article 21. The Employer will provide employees with orientation and/or training to perform their jobs safely. In addition, if necessary, training will be provided to employees on the safe operation of equipment prior to use. Upon request of the employee, the University will conduct a safety assessment through the University's Environmental Health and Safety Department.
- 20.4** The University will form a joint safety committee, in accordance with WISHA requirements. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate appointing authority for review and action, as necessary. Employee participation in joint safety committee meetings held during the employee's work time will be considered time worked. Employees may request work schedule adjustments to participate. No overtime or compensatory time will be paid as a result of participation in joint safety committee meetings held during the employee's non-work hours.
- 20.5** The University encourages employee wellness. The Employer will provide employees access to wellness facilities and resources consistent with other employee groups.

20.6 Ergonomic Assessments

At the request of the employee, the Employer will conduct an ergonomic assessment of the employee's duties and/or work station through the University's Environmental Health and Safety Department. Recommendations to identified issues/concerns will be shared with the employee and may be shared with the supervisor if appropriate. Alterations will be implemented within available resources.

20.7 First Aid and CPR Training

Employees not required to be trained/certified in first aid and/or CPR may request this training, with supervisor approval. Understanding that there may be some operational and/or budgetary limitations, the University encourages as many employees to be current in first aid/CPR training as is reasonably practicable.

**ARTICLE 21
UNIFORMS AND EQUIPMENT**

21.1 Uniforms

The University may require employees to wear uniforms or specialized clothing. Where required, the University will determine and provide the uniform or specialized clothing. The University will repair or replace Employer-provided uniforms or specialized clothing

if damaged or worn out beyond usefulness in the normal course of business. The University will continue the practice of providing, replacing, cleaning, and laundering uniforms.

21.2 Specialized Footwear Reimbursement

Permanent and project employees will be reimbursed up to \$200 for the purchase of appropriate or required footwear, which will be replaced on a fair wear-and-tear basis, not to exceed \$200 per year.

21.3 Equipment

As established by current practices, the University may determine and provide necessary equipment. The University will repair or replace employer-provided equipment if damaged or worn out beyond usefulness in the normal course of business. Employees are accountable for equipment assigned to them and will maintain it in a clean and serviceable condition.

21.4 The Employer will make a reasonable effort to provide prior notice to employees when assigning tasks that require clothing other than normal attire.

ARTICLE 22 DRUG AND ALCOHOL FREE WORKPLACE

22.1 All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol, marijuana or other drugs. The University is required to comply with the Drug-Free Schools and Communities Act (DFSCA) and the Drug-Free Schools and Campuses Regulations in order to be eligible for federal funding.

22.2 Possession of Alcohol, Marijuana and Illegal Drugs

Employees may not use or possess alcohol while on duty, except when authorized by University policy. The possession or use of illegal drugs or marijuana is strictly prohibited.

22.3 Prescription and Over-the-Counter Medications

Employees taking physician-prescribed or over-the-counter medications, if there is a substantial likelihood that such medication will affect job safety, must notify their supervisor or other designated official of the fact that they are taking a medication and the side effects of the medication.

22.4 Drug and Alcohol Testing

A. Employees are subject to pre-employment, post-accident, post-firearm shooting incidents and reasonable suspicion testing. The testing will be conducted in accordance with University policy.

22.5 Reasonable Suspicion Testing

- A. Reasonable suspicion testing for alcohol, marijuana or other controlled substances may be directed by the University for any employee when there is reason to suspect that alcohol, marijuana or other controlled substance use may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employee or another.
- B. Specific objective grounds must be stated in writing that support the reasonable suspicion. Examples of specific objective grounds include but are not limited to:
 - 1. Physical symptoms consistent with marijuana, other controlled substance and/or alcohol use;
 - 2. Evidence or observation of marijuana, other controlled substance or alcohol use, possession, sale, or delivery; or
 - 3. The occurrence of an accident(s) where a trained manager, supervisor or lead worker suspects marijuana, other controlled substance/alcohol use may have been a factor.

C. Referral

Referral for testing will be made on the basis of specific objective grounds documented by a supervisor or manager who has attended the training on detecting the signs/symptoms of being affected by marijuana/other controlled substances/alcohol and verified by another trained supervisor, manager, or other qualified observer (e.g., police officer, medical professional).

22.6 Post-Accident Testing

Post-accident drug and alcohol testing may be conducted by the University for any employee when a work-related incident has occurred involving death, serious bodily injury or significant property/environmental damage, or the potential for death, serious bodily injury, or significant property/environmental damage, and when the employee's action(s) or inaction(s) either contributed to the incident or cannot be completely discounted as a contributing factor. Referral for post-accident testing will be made in accordance with Subsection 22.5 C, above.

22.7 Testing

Employees must submit to alcohol and/or marijuana/other controlled substance testing when required by the University, in accordance with Sections 22.4, 22.5 and 22.6, above. A refusal to test is considered the same as a positive test. When employees are referred for testing, they will be removed immediately from duty and transported to the collection site. The cost of testing, including the employee's salary, will be paid by the University.

Testing will be conducted in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities,

which have been approved by the U.S. Department of Health and Human Services. An employee notified of a positive marijuana, other controlled substance or alcohol test result may request an independent test of the split sample at the employee's expense. If the test result is negative, the University will reimburse the employee for the cost of the split sample test.

An employee who has a positive alcohol test and/or a positive marijuana/other controlled substance test may be subject to disciplinary action, up to and including dismissal, based on the incident that prompted the testing, including a violation of the drug and alcohol free work place rules. A prescription for medical marijuana use will not excuse a positive drug test conducted pursuant to this Article.

22.8 Training

Training will be made available to managers, supervisors, and shop stewards. Attendance at training will be considered time worked. The training will include:

- A. The elements of the University's Drug and Alcohol Free Workplace Program;
- B. The effects of drugs and alcohol in the workplace;
- C. Behavioral symptoms of being affected by marijuana, other controlled substances and/or alcohol; and
- D. Rehabilitation services available.
- E. The University will maintain records of those supervisors and managers who receive training under the University's Reasonable Suspension Training program.

ARTICLE 23 TRAVEL

Employees required to travel in order to perform their duties will be reimbursed for any authorized travel expenses (e.g. mileage and/or per diem), in accordance with the regulations established by the State of Washington and the University's policy.

ARTICLE 24 COMMUTE TRIP REDUCTION AND PARKING

- 24.1** The Employer will continue to encourage but not require employees to use alternate means of transportation to commute to and from work consistent with the Commute Trip Reduction (CTR) law and the needs of the University.
- 24.2** The Employer and the Union recognize the value of compressed workweeks, flextime arrangements and telecommuting/telework (see RCW 70.94.547, and the Governor's Executive Order 16-07).
- 24.3** Employees will continue to be eligible to park in designated college parking areas in accordance with Employer policies. The Employer may establish and charge parking fees,

assess fines for violations of motor vehicle and parking regulations, order the removal of vehicles parked in violation of regulations at the expense of the violator, and seek collection of any unpaid fines; provided that any collections actions will not be reported to any credit agency.

- 24.4** Except for moves initiated by an employee's request, such as employee requested transfers or promotions, employees subject to a change of workstation, which reasonably requires a move to a different campus parking lot, will either be reimbursed for the cost of transferring the employee's parking permit to the new lot or the transfer fee will be paid directly by the department.
- 24.5** In the event another group of University employees, not covered by this Agreement, is permitted to purchase employee-parking permits at a lower rate, the lower rate will automatically be applied to employees covered by this Agreement at the University.
- 24.6** The Employer's parking rates for bargaining unit members will be as provided in Appendix B. During the term of this Agreement, if the University proposes to raise rates beyond those included in Appendix B, or otherwise make changes to mandatory subjects of bargaining related to parking (e.g., add/remove lots, change lot designations, etc.), the University will first comply with its obligations under Article 37. In the event that a committee of representatives from the University's unions (consisting of appointed delegates, up to two (2) each selected by WFSE, PSE, and UFWWU, with each union casting a single vote) is formed for the purposes of bargaining over parking issues, WFSE will delegate its authority to bargain any such issues to the committee.
- 24.7** Night shift employees whose shifts are majority outside of 7 am – 4:30 pm hours shall have the opportunity to purchase parking permits at half price. Parking is available in the C and 12A lots with no permit needed after 4:30 pm and on weekends. Parking lot 24G will not be enforced after 5 pm.
- 24.8** The University will continue to offer pretax parking, bus passes and other commute trip reduction options via payroll deduction.

**ARTICLE 25
LICENSURE AND CERTIFICATION**

- 25.1** The Employer will continue its current practices related to licensure, certification, and required continuing education.
- 25.2** Employees will notify their appointing authority or designee if their work-related license (including a driver's license for employees who are required to hold a valid driver's license) and/or certification has expired, or has been restricted, revoked or suspended within twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to their next scheduled shift, whichever occurs first.

ARTICLE 26
VOLUNTEERS AND STUDENT WORKERS

The Employer will utilize volunteers and student workers only to the extent they supplement and do not supplant bargaining unit employees. Volunteers and student workers will not supervise bargaining unit employees.

ARTICLE 27
RESIGNATION AND ABANDONMENT

27.1 Voluntary Resignation

Employees desiring voluntary resignation shall make such resignation requests in writing to include the effective date of the resignation, the reason for the resignation, and the employee's signature and date. Failure to provide a written resignation will not affect vacation leave cash out; however, adequate notice of resignation shall still be provided in order to qualify for vacation leave cash out. The Employer may permit an employee to withdraw their resignation at any time prior to the effective date.

27.2 Unauthorized Absence/Abandonment

When an employee has been absent without authorized leave and has failed to contact the Employer for a period of three (3) consecutive working days, the employee is presumed to have resigned from their position. The Employer will make reasonable attempts to contact the employee to determine the cause of the absence. Such reasonable attempts will include calling the employee at their contact phone number and any emergency contacts on file with the Employer.

27.3 Notice of Separation

When an employee's resignation is presumed in accordance with Section 27.2 above, the Employer will separate the employee by sending a separation notice to the employee by certified mail to the last known address of the employee. Such notice will include information regarding eligibility for continuation of medical benefits.

27.4 Petition for Reinstatement

An employee who has received a separation notice in accordance with Section 27.3, above, may petition the Employer in writing to consider reinstatement. The employee must provide proof that the absence was involuntary or unavoidable. The petition must be received by the Employer or postmarked within seven (7) calendar days after the separation notice was deposited in the United States mail.

27.5 Grievability

Denial of a petition for reinstatement is grievable. The grievance may not be based on information other than that shared with the Employer at the time of the petition for reinstatement.

**ARTICLE 28
PRIVACY AND OFF-DUTY CONDUCT**

- 28.1** Employees have the right to confidentiality related to personal information and personnel issues to the extent provided/allowed by law. The University, the Union and the employees will take appropriate steps to maintain such confidentiality.
- 28.2** The off-duty activities of an employee may be grounds for disciplinary action if said activities are a violation of RCW 42.52, are detrimental to the employee's work performance or the program of the University, or otherwise constitutes just cause. An employee will report all arrests and any court-imposed sanctions or conditions that affect their ability to perform assigned duties to the Human Resources Office within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

**ARTICLE 29
DISCIPLINE**

- 29.1** The Employer will not discipline any permanent employee without just cause.
- 29.2** Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such and, if documented, will not be placed in the official personnel file.
- 29.3** When disciplining an employee, the Employer will make a reasonable effort to protect the privacy of the employee.
- 29.4** Except for oral reprimands, the Employer will inform an employee of their right to union representation prior to being subject to disciplinary action.
- 29.5** The Employer has the authority to conduct investigations.
- 29.6 Union Representation**
- A. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have a union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select another representative who is available. An employee seeking representation is responsible for contacting their representative.
- B. The role of the union representative in regard to Employer-initiated investigations is to provide assistance and counsel to the employee and not interfere with the Employer's right to conduct the investigation. Every effort will be made to cooperate in the investigation.
- 29.7** Employees placed on an alternate assignment during an investigation will not be prohibited from contacting their union steward unless there is a conflict of interest, in which case the employee may contact another union steward. This does not preclude the Employer from restricting an employee's access to the Employer's premises.

- 29.8** Prior to imposing an oral or written reprimand, the supervisor will make a reasonable effort to discuss the concerns with the employee.

Prior to imposing discipline, except oral or written reprimands, the Employer will inform the employee, the bargaining unit representative, and the union staff representative in writing of the reasons for the contemplated discipline and an explanation of the evidence, copies of written documents relied upon to take the action and the opportunity to view other evidence, if any. This information will be sent to the union staff representative on the same day it is provided to the employee. The employee will be provided an opportunity to respond either at a meeting scheduled by the Employer, or in writing if the employee prefers. A pre-disciplinary meeting with the Employer will be considered time worked.

- 29.9** The Employer will provide an employee with fifteen (15) calendar days' written notice prior to the effective date of a reduction in pay or demotion.
- 29.10** The Employer will provide the Union with a copy of any disciplinary letters.
- 29.11** The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article 30. Oral reprimands, however, may be processed only through the top internal step of the grievance procedure and cannot be arbitrated.

ARTICLE 30 GRIEVANCE PROCEDURE

- 30.1** The Union and the Employer agree that it is in their best interest to resolve disputes at the earliest opportunity and at the lowest level. Whenever possible, disputes should be resolved informally prior to filing a formal written grievance. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes.

30.2 Terms and Requirements

- A. Grievance Definition. A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement. Disciplinary action may be grieved, subject to the provisions of Section 29.11 of Article 29, Discipline. The term "grievant" as used in this Article includes the term "grievants."
- B. Filing a Grievance. Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. The grievance will state the name of the employee or the names of the group of employees. The Union, as exclusive representative, is considered the only representative of the employee in grievance matters and has the right in a grievance to designate the person who will represent the employee on behalf of the Union.
- C. Computation of Time. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a

Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.

- D. Failure to Meet Timelines. The time limits in this Article must be strictly adhered to unless mutually modified in writing. Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.
- E. Contents. The written grievance must include the following information or it will not be processed:
 - 1. The date of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence;
 - 2. The nature of the grievance;
 - 3. The facts upon which it is based;
 - 4. The specific article and section of the Agreement violated;
 - 5. The specific remedy requested;
 - 6. The steps taken to informally resolve the grievance; and
 - 7. The name and signature of the Union representative.
- F. Modifications. No newly alleged violations may be made after the initial written grievance is filed, except by written mutual agreement.
- G. Resolution. If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.
- H. Withdrawal. A grievance may be withdrawn at any time.
- I. Resubmission. If terminated, resolved or withdrawn, a grievance cannot be resubmitted.
- J. Pay. Paid release time will be provided to employees, grievants and union stewards in accordance with Article 40, Union Activities.
- K. Group Grievances. No more than five (5) grievants will be permitted to attend grievance meetings.
- L. Consolidation. Grievances arising out of the same set of facts may be consolidated by written agreement.

- M. Bypass. Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.
- N. Discipline. Disciplinary grievances will be initiated at the level at which the disputed action was taken.
- O. Grievance Files. Written grievances and responses will be maintained separately from the employee's personnel file.

30.3 Filing and Processing

- A. Filing. A grievance must be filed within twenty-eight (28) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence.

The twenty-eight (28) day period above should be used to attempt to informally resolve the dispute. The union steward or staff representative will indicate when a discussion with the Employer is an attempt to informally resolve a dispute.

- B. Alternative Resolution Methods. Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.
- C. Processing. The Union and the Employer agree that in-person meetings are preferred at all steps of the grievance process and will make efforts to schedule in-person meetings, if possible.

Step 1: Supervisor, Manager or Designee

If the issue is not resolved informally, the Union may file a written grievance to the supervisor, manager, or designee, with a copy to the Human Resources Office, within the twenty-eight (28) day period described in 30.3 A. The Employer will designate a supervisor, manager or designee who will meet in person or confer by telephone with a union steward and/or staff representative and the grievant within fourteen (14) days of receipt of the grievance, and will respond in writing to the Union within fourteen (14) days after the meeting.

Step 2: Human Resources Director or Designee

If the grievance is not resolved at Step 1, the Union may move it to Step 2 by filing the written grievance, including a copy of the Step 1 decision, with the Human Resources Office within fourteen (14) days of the Union's receipt of the Step 1 decision. The Human Resources Director or designee will hear the grievance at Step 2 and will meet in person or confer by telephone with a union steward or staff

representative and the grievant within fourteen (14) days of receipt of the appeal, and will respond in writing to the Union within fourteen (14) days after the meeting.

Step 3: Mediation or Pre-Arbitration Review Meetings (PARM)

1. Disciplinary and Disability Separation Grievances (excluding written reprimands)
If the grievance is not resolved at Step 2, the Union may file a request for mediation with the Public Employment Relations Commission (PERC) in accordance with WAC 391-55-020, and the Human Resources Director or designee within thirty (30) days of receipt of the Step 2 decision. In addition to all other filing requirements, the request must include a copy of the grievance and all previous responses.

2. Non-Disciplinary and Written Reprimand Grievances (excluding disability separations)
If the grievance is not resolved at Step 2, the Union may request a PARM by filing the written grievance including a copy of all previous responses with the Director of Human Resources or designee within thirty (30) days of receipt of the Step 2 decision. Within fifteen (15) days of the receipt of all the required information, the Director of Human Resources will either:
 - i. Notify the Union in writing that a PARM will be scheduled with the Human Resources representative, and the Union's staff representative to review and attempt to settle the dispute.

OR

- ii. Notify the Union in writing that no PARM will be scheduled.

Within thirty (30) days of the request, a PARM will be scheduled. The meeting will be conducted at a mutually agreeable time.

The proceedings of any mediation or PARM will not be reported or recorded in any manner, except for written agreements reached by the parties during the course of the mediation or PARM. Unless they are independently admissible, statements made by or to the mediator, or by or to any party or other participant in the mediation or PARM, may not be:

1. Later introduced as evidence;
2. Made known to an arbitrator or hearings examiner at a hearing; and/or
3. Construed for any purpose as an admission against interest.

Step 4: Arbitration

If the grievance is not resolved at mediation or a PARM, or the Human Resources Director or designee notifies the Union in writing that no PARM will be scheduled, the Union may file a demand for arbitration. The demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within thirty (30) days of the mediation session, PARM or receipt of the notice that no PARM will be scheduled. Simultaneous with filing, copies of the demand for arbitration will be provided to the Human Resources Director or designee.

D. Selecting an Arbitrator. 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.

E. Authority of the Arbitrator

1. The arbitrator will:

- a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
- b. Be limited in the decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
- c. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement;
- d. Not have the authority to order the Employer to modify staffing levels or to direct staff to work overtime.

2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

F. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room(s), will be shared equally by the parties.

2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
3. If either party desires a record of the arbitration, a court reporter may be used. The requesting party will pay the cost of the court reporter. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
4. Each party is responsible for the costs of its attorneys, representatives, witnesses, travel expenses, and any fees. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the union steward.
5. If after the arbitrator issues their award, either party files a motion with the arbitrator for reconsideration, the moving party will bear the additional expenses of the arbitrator.

ARTICLE 31 LEGAL DEFENSE

If a bargaining unit employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of their employment for the State, the employee has the right to request representation and indemnification through the University and the State Attorney General according to RCW 28B.10.842 and RCW 4.92.

ARTICLE 32 EMPLOYEE ASSISTANCE PROGRAM

- 32.1** The Employer agrees to provide all bargaining unit employees and family members access to a confidential employee assistance program selected and paid for by the Employer.
- 32.2** Employees can request a work schedule adjustment to allow access to the services of the employee assistance program.

ARTICLE 33 EMPLOYEE FILES

- 33.1** The University will maintain one (1) official personnel file for each employee. Human Resources will maintain the personnel file. This will not preclude the maintenance of all lawful files and records as needed by the Employer. Additional employee files may include supervisory files, attendance files, payroll files, and medical files. All references to “supervisory file” in this Agreement refer to a file kept by the employee’s first-line supervisor.

- 33.2** Each employee has the right to review their personnel file, supervisory file, attendance file, payroll file and medical file. The Employer will determine the location of all employee files. An employee may arrange to examine their own employee files. Written authorization from the employee is required before any representative of the employee will be granted access to employee files. Review of employee files will be in the presence of an Employer representative during business hours. The employee and/or representative may not remove any contents. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative.
- 33.3** An employee may insert a reasonable amount of job-related material in their personnel file that reflects favorably on their job performance. An employee may provide a written rebuttal to any information in their files that they consider objectionable.
- 33.4** 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 wrongdoing, will be promptly removed from the employee's files. The Employer may retain this information in a legal defense file in accordance with RCW 41.06.450.
- 33.5** When documents in an employee file are the subject of a public disclosure request under RCW 42.56, the Employer will provide the employee with a copy of the request at least seven (7) calendar days in advance of the intended release date.
- 33.6** Employees will be provided a copy of all adverse material at the time the materials are included in the personnel file.
- 33.7** Information in employee files will be retained only as long as it has a reasonable bearing on the employee's job performance or upon the efficient and effective management of the University.
- 33.8** Anonymous material, not otherwise substantiated, will not be placed in an employee file.
- 33.9** The University will ensure the security and confidentiality of employee files.
- 33.10** Medical files will be kept separate and confidential in accordance with state and federal law.
- 33.11** Supervisory files will be purged of the previous year's job performance information following completion of the annual performance evaluation, unless circumstances warrant otherwise.
- 33.12 Removal of Documents**

~~Written reprimands will be removed from an employee's personnel file after three (3) years if:
Circumstances do not warrant a longer retention period;
There has been no subsequent discipline; and~~

- A. Pursuant to RCW 40.14.070(4), personnel records for any peace officer must be retained for the duration of the officer's employment and a minimum of 10 years thereafter. Such records include all misconduct and equal employment opportunity complaints, progressive discipline imposed including written reprimands, supervisor coaching, suspensions, involuntary transfers, other disciplinary appeals and litigation records, and any other records needed to comply with the requirements set forth in RCW 43.101.095 and 43.101.135.
- B. In the event the University Police Department convenes a Review Board(s) (Use of Force or Accidents), there shall be a union representative, appointed by the union, as a non-voting member on the Review Board.

~~The employee submits a written request for its removal.~~

~~Records of disciplinary actions involving reductions in pay, suspensions or demotions, and written reprimands not removed after three (3) years will be removed after six (6) years if:~~

~~Circumstances do not warrant a longer retention period;~~

~~There has been no subsequent discipline; and~~

~~The employee submits a written request for its removal.~~

~~Nothing in this Section will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate RCW 41.06.450.~~

ARTICLE 34 REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

- 34.1** The Employer and the Union will comply with all relevant federal and state laws, federal and state regulations, and Employer policy providing reasonable accommodations to qualified individuals with disabilities. The Employer will maintain written procedures for reasonable accommodation for qualified individuals with disabilities. Upon request, the Human Resources Office will make the reasonable accommodation written procedures available to an employee.
- 34.2** Employees who believe that they suffer a disability and require a reasonable accommodation to perform the essential functions of their position may request such an accommodation by submitting a request to the Employer.
- 34.3** Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion at Employer expense. Medical information disclosed to the Employer will be kept confidential.
- 34.4** The Employer will determine whether an employee is eligible for a reasonable accommodation and the accommodation to be provided.

- 34.5** An employee with permanent status may be separated from service when the Employer determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory, or physical disability, which cannot be reasonably accommodated. Determinations of disability, reasonable accommodation, and disability separation may be made by the Employer based on an employee's written request for disability separation or after obtaining a written statement from a licensed physician or licensed mental health professional. The Employer can require an employee to obtain an independent medical examination, at Employer expense, from a licensed physician or licensed mental health professional of the Employer's choice. Evidence may be requested from the licensed physician or licensed mental health professional regarding the employee's limitations.
- 34.6** When the Employer has medical documentation of the employee's disability and has determined that the employee cannot be reasonably accommodated in their present position, or in any vacant funded position for which they qualify, or the employee requests separation due to disability, the Employer may immediately separate the employee.
- 34.7** The Employer will inform the employee in writing of the option to apply to return to employment prior to their separation due to disability. The Employer will provide assistance to individuals seeking reemployment under this Article for two (2) years. If reemployed, upon successful completion of the employee's probationary period, the time between separation and reemployment will be treated as leave without pay and will not be considered a break in service.
- 34.8** A disability separation is not a disciplinary action. Disability separation at the employee's request is not subject to the grievance procedure in Article 30.

ARTICLE 35 LAYOFF AND RECALL

35.1 Layoffs

- A. The University will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article. A layoff is an employer-initiated action that results in;
1. Separation from service;
 2. Employment in a class with a lower salary range maximum;
 3. Reduction in the work year; or
 4. Reduction in the number of work hours.
- B. When it is determined that layoffs, other than a temporary layoff, will occur within a layoff unit, the Employer will provide the Union with:
1. As much advance notice as possible, but not less than thirty (30) calendar days' notice;

2. Opportunity to meet with affected employees prior to the implementation of the layoff; and
3. An invitation to meet under the provisions of Article 38, Joint Labor Management Committee, of this Agreement.

The Employer will explore options including reduction of hourly employees.

35.2 Basis for Layoff

- A. The reasons for layoffs include, but are not limited to, the following:
 1. Lack of funds;
 2. Lack of work; or
 3. Good faith organizational change.
- B. Examples of layoff actions due to lack of work include, but are not limited to:
 1. Termination of a project or special employment;
 2. Availability of fewer positions than there are employees entitled to such positions;
 3. Employee's ineligibility to continue in a position following its reallocation to a class with a higher salary maximum; or
 4. Employee's ineligibility to continue, or choice not to continue, in a position following its reallocation to a class with a lower salary range maximum.

35.3 Voluntary Layoff, Leave of Absence or Reduction in Hours

An employee may volunteer to be laid off, take an unpaid leave of absence or reduce their hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in the University on unpaid leave at the same time, the Employer will determine who will be granted a leave of absence and/or reduction in hours based upon staffing needs. Employees who volunteer to be laid off may request to have their names placed on the appropriate layoff list for the job classifications in which they held permanent status.

35.4 Probationary Employees

Employees with permanent status will not be separated from state service through a layoff action without first being offered positions they have the skills and abilities to perform within their current job classification within the layoff unit currently held by probationary employees. Probationary employees will be separated from employment before permanent employees.

35.5 Temporary Layoff – Employer Option

- A. The Employer may temporarily reduce the work hours of an employee to no less than twenty (20) per week due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive seven (7) calendar days' notice of a temporary reduction of work hours. A temporary reduction in hours may not be for more than sixty (60) calendar days in a fiscal year unless the Union and the Employer mutually agree to a longer duration.

- B. The Employer may temporarily lay off an employee for up to thirty (30) calendar days in a fiscal year due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive seven (7) calendar days' notice of a temporary layoff. The notification will specify the nature and duration of the temporary layoff.

- C. The following applies during a temporary layoff:
 - 1. An employee's adjusted service date, seniority, unbroken service date, and periodic increment date will not be adjusted for periods of time spent on temporary layoff;
 - 2. An employee's vacation and sick leave accruals will not be impacted by periods of time spent on temporary layoff;
 - 3. An employee's holiday compensation will not be impacted by periods of time spent on temporary layoff; and
 - 4. The duration of an employees' probationary period or trial service period shall not be extended for periods of time spent on temporary layoff.

- D. An employee who is temporarily laid off will not be entitled to:
 - 1. Be paid any leave balance; except, if the layoff is not due to loss of funding or revenue shortfall, upon request, an employee will be paid for accrued vacation leave up to the equivalent of their regular work schedule for the duration of the layoff;
 - 2. Bump to any other position; or
 - 3. Be placed on a layoff register.

- E. A temporary reduction of work hours or layoff being implemented as a result of lack of work, shortage of material or equipment, or other unexpected or unusual reason will be in accordance with seniority, as defined by Article 39, Seniority, among the group of employees with the required skills and abilities as defined in Section 35.6 in the job classification at the location where the temporary reduction in hours or layoff will occur.

35.6 Layoff Units

- A. A layoff unit is defined as the entity or administrative/organizational unit within the University used for determining the available options for employees who are being laid off.
- B. The layoff unit(s) are:
 - 1. Project employees; and
 - 2. All employees covered by this Agreement.

35.7 Skills and Abilities

Skill and abilities are documented criteria found in license/certification requirements, federal and/or state requirements, position descriptions, bona fide occupational qualifications approved by the Human Rights Commission, recruitment announcements or other Employer documents that reference position requirements. No formal changes to position descriptions will occur upon notification to the Union, as per Section 35.1.B, that a layoff will occur.

An employee may provide documentation of their skills and abilities on a resume, job application, and/or other documentation showing paid or volunteer work experience.

35.8 Comparable Positions

For the purposes of layoff and recall, a comparable position is one which has the same annual full time equivalent (FTE), appointment percentage, job classification, salary range, and geographic location as the position held by the employee subject to a layoff.

A less than comparable position, in total, has; a lower percentage of annual FTE, lower appointment percentage, lower paid job classification, lower salary range, and/or different geographic location.

35.9 Options within the Layoff Unit

- A. Employees will be laid off in accordance with seniority, as defined in Article 39, Seniority. The Employer will determine if the employee possesses the required skills and abilities for the position and the comparability of the position. The Employer may require updated information from the employee regarding their current skills and abilities. Employees being laid off will be provided one (1) option within the layoff unit:
 - 1. A funded, vacant, comparable position in a bargaining unit covered by this Agreement for which the employee has the skills and abilities, within their current job classification.
 - 2. A funded, filled, comparable position in a bargaining unit covered by this Agreement held by the least senior employee for which the employee has the skills and abilities, within their current job classification. The search for a layoff option under this section will end when an option is found or when

the search reaches a position occupied by an employee with equal or greater seniority than that of the laid off employee.

3. A funded vacant position in a bargaining unit covered by this Agreement that is less than comparable in one or more aspects, for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job class series in which the employee has held permanent status.
 4. A funded filled position in a bargaining unit covered by this Agreement that is less than comparable in total, held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job class series in which the employee has held permanent status.
- B. The option will be determined, as specified above, in descending order of comparability to the position from which the employee is being laid off one (1) progressively lower level at a time.
 - C. If a job classification in which an employee previously held status has been abolished or revised, a crosswalk to the class series will be used to identify any layoff options.
 - D. An employee in a position that is reduced in work year or work hours will have the choice of remaining in the reduced position. If the employee declines, the layoff process will be applied.

35.10 Outplacement Services

The University will continue to offer outplacement services for employees who are laid off or at risk for layoff.

35.11 Notification to Permanent Employees

- A. Except for temporary reduction in work hours and temporary layoffs as provided in Section 35.5, permanent employees will receive written notice at least thirty (30) calendar days before the effective layoff date. The notice will include:
 1. The basis for the layoff;
 2. The employee's layoff option(s) including any requirement for the employee to serve a transition review period;
 3. The specific layoff lists for which the employee is entitled to placement; and
 4. The date by when an employee must select a layoff option and the employee's right to grieve the layoff.

The Union will be provided with a copy of the notice.

- B. Except for temporary reduction in work hours and temporary layoffs as provided in Section 35.5, if the Employer chooses to implement a layoff action without providing thirty (30) calendar days' notice, the employee will be paid their salary for the days that they would have worked had full notice been given.
- C. Employees may request, and the University may agree, to a layoff action prior to the expiration of the thirty (30) calendar day minimum notice if a vacant funded option is available.
- D. Employees will be provided five (5) calendar days to accept or decline, in writing, any option provided to them. This time period will run concurrent with the thirty (30) calendar days' notice provided by the Employer to the employee.
- E. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday.

35.12 Salary

Employees appointed to a position as a result of a layoff action will have their salary determined as follows:

A. Current Salary Level

Employees who accept another position with their current salary range will retain their current salary.

B. Lower Salary Level

An employee who accepts another position with a lower salary range will be paid an amount equal to their current salary, provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

C. Appointment from a Layoff List

1. Employees who are appointed from a layoff list to a position with the same salary range from which they were laid off will be paid the amount for which they were compensated when laid off plus any across the board adjustments, including salary survey adjustments that occurred during the time they were laid off.
2. Employees who are appointed from a layoff list to a position with a lower salary range than the position from which they were laid off will be paid an amount equal to the salary they were receiving at the time they were laid off, provided it is within the salary range of the new position. In those cases

where the employee's prior salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

35.13 Transition Review Period

- A. The Employer will require employees to complete a six (6) month transition review period when the employees accept a layoff option to a job classification in which they have not held permanent status or have been appointed from a layoff list. The Employer may extend the transition review period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months.
- B. The Employer will have the authority to shorten an employee's transition review period. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.
- C. The Employer may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the appropriate layoff list. The employee will remain on the list until such time as their eligibility expires or they have been rehired. Separation during the transition review period will be subject to the grievance procedure in Article 30, up to the top internal step.

35.14 Recall

- A. The Employer will maintain a layoff list for each job classification. Permanent employees who are laid off may have their names placed on the layoff list for the job classification from which they were laid off or bumped, even if they refused a comparable layoff option. Additionally, employees may request to have their names placed on the appropriate layoff list for other job classifications in which they have held permanent status and all lower classification in these class series, provided they were not demoted for cause from the classification in the last six (6) years. An employee's name will remain on the layoff list for three (3) years from the effective date of their layoff.
- B. When a vacancy occurs within the University and where there are names on a layoff list, the Employer will consider all of the laid-off employees in accordance with Article 3, Hiring and Appointments, who have the skills and abilities to perform the duties of the position to be filled. An employee who is offered a comparable position and refuses the offer, including the refusal of a formal comparable layoff option, will have their name removed from the appropriate layoff list after three (3) refusals.

35.15 Project Employment

- A. Permanent project employees have layoff rights. Options will be determined using the procedure outlined in Sections 35.8 and 35.9, above.
- B. Permanent status employees who left regular classified positions to accept project employment without a break in service have layoff rights within the job classification they held immediately prior to accepting project employment.

**ARTICLE 36
MANAGEMENT RIGHTS**

36.1 Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

- A. Determine the Employer's functions, programs, organizational structure and use of technology;
- B. Determine the Employer's budget and size of the institution of higher education's workforce and the financial basis for layoffs;
- C. Direct and supervise employees;
- D. Take all necessary actions to carry out the mission of the State and its institutions during emergencies;
- E. Determine the Employer's mission and strategic plans;
- F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
- G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
- H. Establish or modify the workweek, daily work shift, hours of work and days off;
- I. Establish work performance standards, which include, but are not limited to the priority, quality and quantity of work;
- J. Establish, allocate, reallocate or abolish positions and determine the skills and abilities necessary to perform the duties of such positions;
- K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer and temporarily or permanently lay off employees;
- L. Determine, prioritize and assign work to be performed;
- M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;

- N. Determine training needs, methods of training, and employees to be trained;
 - O. Determine the reasons for and methods by which employees will be laid off; and
 - P. Suspend, demote, reduce pay, discharge and/or take other disciplinary actions.
- 36.2** The Employer has the right to exercise all of the above rights and the lawful rights, prerogatives and functions of management. The Employer's non-exercise of any right, prerogative or function will not be deemed a waiver of such right or establishment of a practice.

ARTICLE 37 MANDATORY SUBJECTS

- 37.1** The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Executive Director of the Union, with a copy to the appropriate bargaining unit representative, of these changes and the Union may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. The Union will notify the Associate Director of Human Resources of any demands to bargain. The Union's request for bargaining should identify any known impacts to bargain. In the event the Union does not request discussions and/or negotiations within twenty-one (21) calendar days, the Employer may implement the changes without further discussions and/or negotiations. The timeframe for filing a demand to bargain will begin after the University has sent written notice to the Union. The parties will begin bargaining within thirty (30) calendar days of the receipt of the request to bargain, absent mutual agreement to delay the start of the bargaining process. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.
- 37.2** The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities. The Union will provide the Employer with the names of its employee representatives at least fourteen (14) calendar days in advance of the meeting date unless the meeting is scheduled sooner, in which case the Union will notify the Employer as soon as possible.
- 37.3 Release Time**
- A. The Employer will approve paid release time for a reasonable number of employee representatives who are scheduled to work during the time negotiations are being conducted, provided the absence of the employee will not interfere with the operating needs of the University. The Employer will approve compensatory time, vacation leave or leave without pay for additional employee representatives provided the absence of the employee will not interfere with the operating needs of the University.
 - B. No overtime or compensatory time will be incurred as a result of negotiations and/or preparation for negotiations.

- C. The Union is responsible for paying any travel or per diem of employee representatives. Employee representatives may not use a state vehicle to travel to and from a bargaining session, unless authorized by the University for business purposes.

**ARTICLE 38
JOINT LABOR-MANAGEMENT COMMITTEE**

38.1 Purpose

The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, a Joint Labor-Management Committee will be established. Ad hoc committees may be established by mutual agreement. The purpose of the committee(s) is to provide communication between the parties, to share information, to address concerns and to promote constructive union-management relations.

38.2 Committees

Either party may propose items for discussion on topics which may include, but are not limited to: administration of the Agreement, changes to applicable law, legislative updates, resolving workplace problems and/or organizational change.

The committee(s) will meet, discuss and exchange information of a group nature and general interest to both parties.

- A. Composition. The Employer and Union will be responsible for the selection of their own representatives. The committee(s) will consist of up to four (4) employer representatives and up to two (2) employee representatives from each bargaining unit. If agreed to by both parties, additional representatives may be added.

- B. Participation

1. The Union will provide the Employer with the names of their committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. The Employer will release employee representatives to attend committee meetings provided the absence of the employee will not interfere with the business needs and work requirements of the Employer.
2. Employees attending pre-meetings during their work time will have no loss in pay for up to thirty (30) minutes per committee meeting. Attendance at pre-meetings during the employee's non-work time will not be compensated for nor be considered as time worked.
3. Employees attending committee meetings during their work time will have no loss in pay. Attendance at meetings during employees' non-work time will not be compensated for nor be considered as time worked.

4. The Union is responsible for paying any travel or per diem expenses of employee representatives.
- C. Meetings. All committee meetings will be regularly scheduled on mutually acceptable dates and times. Agenda items will be exchanged prior to the meeting date. Each party may keep written records of meetings. If the topics discussed require follow-up by either party, it will be documented and communication will be provided by the responsible party.
- D. Scope of Authority. Committee meetings will be used for communications between the parties, to share information and to address concerns. The committee will have no authority to conduct any negotiations or modify any provision of this Agreement. The committee's activities and discussions will not be subject to the grievance procedure in Article 30.

ARTICLE 39 SENIORITY

39.1 Definition

- A. Seniority for classified employees will be defined as the employee's length of unbroken classified service.
- B. Adjustments. All time spent in leave without pay status will be deducted from the calculation of seniority, except when the leave without pay is taken for:
 1. Military leave;
 2. Compensable work-related injury or illness leave;
 3. Governmental service leave;
 4. Reducing the effects of layoff;
 5. Cyclic employment leave;
 6. Union activities in accordance with Article 40.8 and 40.12;
 7. Temporary employment with the Union in accordance with Article 40.9 and 40.11;
 8. Formal contract negotiations in accordance with RCW 41.80; and/or
 9. Approved leave covered under federal Family Medical Leave Act, state Family Leave Act and/or pregnancy disability leave as addressed in WAC 162.30.020.

- C. Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with Section 35.5 of Article 35, Layoff and Recall, will not be deducted from the calculation of seniority.
- D. Employees who are separated from state service due to layoff and are reemployed within three (3) years of their separation date will not be considered to have a break in service. The time the employee is on the layoff list will be treated as leave without pay.
- E. For the purposes of layoffs, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans, to the surviving spouse of a veteran, or to the surviving registered domestic partner as defined by RCW 26.60.020 and 26.60.030, as provided for in RCW 41.06.133.
- F. For employees who are separated due to disability and are reemployed within two (2) years, in accordance with Article 34, Reasonable Accommodation and Disability Separation, the time between separation and reemployment will be treated as leave without pay and will not be considered a break in service.

39.2 Ties

If two (2) or more employees have the same unbroken classified service date, ties will be broken in the following order:

- A. Longest continuous time within their current job classification;
- B. Longest continuous time with the institution; and
- C. By lot.

39.3 Seniority List

The Employer will prepare and maintain a seniority list. The list will be updated annually and will contain each employee's name, job classification and seniority date. A copy of the seniority list will be provided to the Union as requested.

ARTICLE 40 UNION ACTIVITIES

40.1 Representation

Upon request, an employee will have the right to representation at all levels on any matter adversely affecting their conditions of employment. The exercise of this right will not unreasonably delay or postpone a meeting. Except as otherwise specified in this Agreement, representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings or other routine communications with an employee.

40.2 Staff Representatives

- A. The Union will provide the University with a written list of staff representatives. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.
- B. Staff representatives will have access to the University's non-secure offices or facilities to carry out representational activities. The representatives will notify management prior to their arrival and will not interrupt the normal operations of the University. In accordance with Section 40.5 below, the staff representative may meet with bargaining unit employees in non-work areas during the employee's meal periods, rest periods, and before and after their shift.
- C. The University's written Board of Trustee or administrative policies pertaining to employees represented by the Union will be made available to staff representatives.

40.3 Union Stewards and Others

- A. Steward List. The Union will provide the Employer with a written list of each current union steward and officer and the bargaining unit for which they are responsible. The Union will maintain the list. The Employer will not recognize an employee as a union steward or officer if their name does not appear on the list.
- B. Paid Release Time. Union stewards and officers will be granted a reasonable amount of time during their normal working hours to investigate and process grievances in accordance with Article 30, Grievance Procedure. In addition, union stewards and officers will be released during their normal working hours to prepare for and attend meetings within the steward's bargaining unit for the following representational activities:
 - 1. Management scheduled investigatory interviews and pre-disciplinary meetings, in accordance with Article 29, Discipline;
 - 2. Management scheduled new employee orientation, in accordance with Article 9, Training and Employee Development;
 - 3. Pre-meetings and Joint Labor-Management Committees in accordance with Article 38, Joint Labor-Management Committee; and
 - 4. Informal grievance resolution, grievance meetings, mediation sessions, alternative dispute resolution meetings and arbitration hearings in accordance with Article 30, Grievance Procedure, and held during their work time.
- C. Notification. The union steward or officer will request approval from their supervisor before attending any meeting or hearing during their work hours. Said requests will not be unreasonable denied. All requests must include the approximate amount of time the steward expects the activity to take. Union stewards or officers will suffer no loss in pay for attending management scheduled

meetings and hearings that are scheduled during the union steward's or officer's work time. Attendance at meetings or hearings during the union steward's or officer's non-work hours will not be considered as time worked. Union stewards or officers cannot use state vehicles to travel to and from a work site in order to perform representational activities unless authorized by the University.

If the amount of time a union steward or officer spends performing representational activities unreasonably interferes with the ability to accomplish assigned duties, the Employer will immediately notify the Union for resolution. The Employer may continue to release the steward or officer.

40.4 Employees

- A. Paid Release Time. Employees will be provided a reasonable amount of paid release time during their normal working hours to meet with the union steward and/or staff representative to process a grievance. In addition, employees will be released during their normal working hours to prepare for and attend meetings or hearings scheduled by management for the following:
1. Informal grievance resolution, grievance meetings, alternative dispute resolution meetings, mediation sessions and arbitration hearings, in accordance with Article 30, Grievance Procedure, and held during their work time;
 2. Management scheduled investigatory interviews and/or pre-disciplinary meetings, in accordance with Article 29, Discipline, and;
 3. Negotiations in accordance with Article 37, Mandatory Subjects.
- B. When employees are subpoenaed as witnesses on behalf of the Union in an arbitration case, the employees may appear without loss of pay if they appear during their work time, providing the testimony given is related to their job function or involves matters they have witnessed, and is relevant to the arbitration case. Every effort will be made to avoid the presentation of repetitive witnesses.
- C. Notification. An employee will obtain prior approval from their supervisor before attending any meeting or hearing. All requests must include the approximate amount of time the employee expects the activity to take. As determined by the supervisor, any University business requiring the employee's immediate attention must be completed prior to attending the meeting or hearing. Employees will suffer no loss in pay for attending management scheduled meetings and hearings that are scheduled during the employee's work time. Attendance at meetings or hearings during the employee's non-work hours will not be considered as time worked. An employee cannot use a state vehicle to travel to and from a worksite in order to attend a meeting or hearing unless authorized by the University.

If the amount of time an employee spends attending meetings or hearings is affecting their ability to accomplish their assigned duties, the University will not continue to release the employee and the Union will be notified.

40.5 Use of State Facilities, Resources, and Equipment

- A. The Union may use the University's facilities, resources and equipment consistent with the provisions of Washington State law and as described below.
- B. Union Office. The University will continue their current practice of renting the Union office space. Such space will include, but is not limited to, heat, telephone, and computer access.
- C. Meeting Space and Facilities. The Employer's campuses and facilities may be used by the Union to hold meetings subject to the Employer's policy, availability of the space and with prior written authorization of the Employer.
- D. Supplies and Equipment. The Union and employees will not use state-purchased supplies or equipment to conduct union business or representational activities. This does not preclude the use of the telephone for representational activities if there is no cost to the University, the call is brief in duration and it does not disrupt or distract from University business.
- E. E-mail, Fax Machines, the Internet, and Intranets. The Union and employees will not use state-owned or operated e-mail, fax machines, the Internet, or intranets to communicate with one another regarding union business. However, employees may use state-owned e-mail to request union representation or to notify the Human Resources Office of their intent to distribute Union material per Article 40.7. In addition, union representative, shop stewards, and Joint Labor Management Committee members may use state owned/operated equipment to communicate with affected employees, the Union and/or the Employer for the exclusive purpose of administration of this Agreement, including electronic transmission of grievances and responses in accordance with Article 30, Grievance Procedure. Such use will:
 - 1. Result in little or no cost to the Employer;
 - 2. Be brief in duration and frequency;
 - 3. Not interfere with the performance of their official duties;
 - 4. Not distract from the conduct of state business;
 - 5. Not disrupt other state employees and not obligate other employees to make a personal use of state resources;
 - 6. Not compromise the security or integrity of state information or software; and

7. Not include general communication and/or solicitation with employees.
- F. The Union and its shop stewards will not use the above-referenced state equipment for union organizing, internal union business, advocating for or against the Union in an election or any other purpose prohibited by the Executive Ethics Board. Communication that occurs over state-owned equipment is the property of the Employer and may be subject to public disclosure.
- G. The Union may use University duplicating services, and shall pay the rate charged to other non-university users.

40.6 Bulletin Boards and Newsstands

The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. In bargaining units where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with a board or space. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethics laws and identified as union literature. If requested, the Employer will identify area(s) where Union provided newsstand(s) can be located. Union provided newsstand(s) must meet the Employer's campus standards. Union communications will not be posted or otherwise disseminated in any other location on the campus, except as provided in the Employer policy and in Section 40.7 below.

40.7 Distribution of Material

A Union-designated employee will have access once per month to their worksite for the purposes of distributing Union information to other bargaining unit employees provided:

- A. The employee is on break time or off duty;
- B. The distribution does not disrupt the Employer's operation;
- C. The distribution will normally occur via desk drops or mailboxes as determined by the Director of Human Resources or their designee. In those cases where circumstances do not permit distribution by those methods, an alternative method will be mutually agreed upon; and
- D. The employee notifies the Human Resources Office in advance of their intent to distribute information.

40.8 Time Off for Union Activities

- A. Union-designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions. The employees' time off will not interfere with the operating needs of the University as determined by management. If the absence is approved, the employees may use accumulated compensatory time, personal holiday, or vacation leave instead of

leave without pay. However, employees must use compensatory time prior to their use of vacation leave, unless the use would result in the loss of their vacation leave.

- B. Union Meetings. The University will continue the current practice of allowing employees to attend local meetings, if they occur on work time. Employees must request release time to attend at least two (2) working days in advance and state the expected duration. Employees will make every effort to combine their attendance at local meetings with their lunches and/or breaks. Generally, local Union meetings will occur after 5:00 p.m.
- C. The Union will give the Employer a written list of the names of the employees it is requesting attend the above-listed activities, at least fourteen (14) calendar days prior to the activity.

40.9 Employer Committee Meetings

The Employer will continue its current practices requesting nominees from the Union to serve on Employer committees, where deemed appropriate. Time spent serving on Employer committees will be considered time worked.

40.10 Contract Negotiations

A. Release Time

1. The Employer will approve paid release time for formal negotiations for up to two (2) Union team members, no more than one (1) of whom is a Sergeant, who are scheduled to work on the day negotiations are being conducted. For preparatory meetings occurring on days when formal negotiations are not scheduled and for travel to and from the sessions, the Employer will approve compensatory time, vacation leave, personal holiday, or leave without pay, or at the discretion of their supervisor, an employee may be allowed to adjust their work hours.
2. Union team members who work swing or graveyard shifts will be allowed to change to day shift for the week during which formal negotiations or preparatory meetings are scheduled.
3. If the release or change of shift for an employee creates unusual or significant coverage issues, the Employer will notify the Union's chief negotiator to discuss alternatives.
4. Per diem and travel expenses will be paid by the WFSE for union team members. No overtime or compensatory time will be incurred as a result of negotiations and/or travel to and from negotiations.
5. The Union will give the Employer a written list of names of the employees it is requesting to attend the above-listed activities at least twenty-one (21) calendar days prior to the activity.

- B. Confidentiality/Media Communication. Bargaining sessions will be closed to the press and the public unless agreed otherwise by the chief spokespersons. No proposals will be placed on the parties' web sites. The parties are not precluded from generally communicating with their respective constituencies about the status of negotiations while they are taking place. There will be no public disclosure or public discussion of the issues being negotiated until resolution or impasse is reached on all issues submitted for negotiations.

**ARTICLE 41
UNION DUES DEDUCTION AND STATUS REPORTS**

41.1 Union Dues

- A. Upon receipt of the employee's written authorization, the Employer will deduct from the employee's salary, an amount equal to the dues required to be a member of the Union. The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.
- B. Forty-five (45) calendar days prior to any change in dues, the Union will provide notice to the Employer of the percentage and maximum dues to be deducted from the employee's salary.

41.2 Notification to Employees

The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. Upon appointment to a bargaining unit position, the Employer will furnish the employees with membership materials provided by the Union. The Employer will inform employees in writing, if they are subsequently appointed to a position that is not in a bargaining unit.

41.3 Deduction Authorization

The Employer agrees to deduct an amount equal to the membership dues from the salary of employees who request such deduction in writing within thirty (30) days of the receipt of a properly completed request submitted to the University payroll office. Such request will be made on a Union payroll deduction authorization card. The Employer will honor the terms and conditions of each employee's signed membership card.

41.4 Revocation

An employee may revoke their authorization for payroll deduction payments to the Union by written notice to the Employer and the Union in accordance with the terms and conditions of the signed membership card. Every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll after receipt by the Employer of confirmation from the Union that the terms of the employee's signed membership card regarding dues deduction revocation have been met.

41.5 Voluntary Deductions

- A. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to electronically remit any deductions made pursuant to this provision to the Union together with an electronic report showing:
1. Employee name;
 2. Unique employee system identification number; and
 3. Amount deducted; and
 4. Deduction code.
- B. The parties agree this Section satisfies the Employer's obligations and provides for the deduction authorized under section 1 (6) of RCW 41.04.230.

41.6 Employee Status Reports

Each pay period, the Employer will provide the Union a list of all employees in the bargaining units. The electronic list will be sent to WFSE headquarters. The report will contain:

1. Employee identification number;
2. Name;
3. Home address and/or mailing address;
4. Home telephone number;
5. Agency code;
6. Organization;
7. Work location;
8. Mail stop;
9. Work telephone number;
10. Work e-mail address
11. Employment status;
12. Classification code and title;
13. Shift premium indicator;
14. Pay period earnings (total salary from which union dues/fees are calculated);
15. Seniority date;
16. Original hire date;
17. Current hire date;
18. Membership status;
19. Bargaining unit code and title; and
20. Position number.
21. Action reason title and effective date (including entering or leaving the bargaining unit and starting or stopping dues)

In addition to the above status report, the University will continue to provide an electronic report on a monthly basis the names and addresses of all employees who are no longer paying dues and the reason why (e.g., promoted/transferred out of the bargaining unit, leave without pay, seasonal or cyclic employee, resigned, terminated, retired, etc.).

The Union will maintain the confidentiality of all employees' permanent, home and/or mailing addresses.

41.7 Indemnification

The Union agrees to indemnify the University harmless from all claims, demands, suits or other forms of liability that arise against the Employer for or on account of compliance with this Article and any and all issues related to the deduction of dues or fees and any issues related to Employee Status Reports.

ARTICLE 42 CLASSIFICATION

42.1 Classification Plan Revisions

- A. The Employer will provide to the Union, in writing, any proposed changes to the classification plan including descriptions for newly created classifications. Upon request of the Union, the Employer will bargain, in accordance with Article 37, Mandatory Subjects, the effect(s) of a change to an existing class or newly proposed classification.
- B. The Employer will allocate or reallocate bargaining unit positions, including newly created positions, to the appropriate classification within the classification plan. The Employer will notify the union staff representative when a position is being reallocated to a job classification that is excluded from a bargaining unit covered by this Agreement.
- C. The Employer will maintain a position description for each position. As determined by the Employer, the position description will list the primary duties and responsibilities assigned to the position, skills and abilities, essential functions, and other job-related information. Assigned duties will be in accordance with the concept of the assigned classification. Upon request, the position description will be made available to the employee or to the Union.

42.2 Position Review

- A. Employee-Initiated Review. An individual employee who believes that the duties of their position have changed, or that their position is improperly classified, may request a review according to the following procedure:
 - 1. The employee and/or the employee's immediate supervisor will complete and sign the appropriate form.

2. The employee or the supervisor will then send the completed form to the Employer's Human Resources Office. Within five (5) days of receipt, the Human Resources Office will notify the employee of the date the completed position review request form was received in their office. The Employer's Human Resources Office will review the completed form and provide the employee written notice of the decision regarding the appropriate classification within sixty (60) calendar days of the date the position review request was received in the Human Resources Office. The notice will include applicable appeal rights.
3. In the event the employee disagrees with the reallocation decision of the Employer, he or she may appeal the Employer's decision to the Director of the Department of Personnel (DOP), in writing and with a copy to the Human Resources Office, within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Director of DOP will then make a written determination, which will be provided to the employee.
4. In accordance with the provisions of WAC 357-52, the employee or the Employer may appeal the determination of the Director of DOP to the Washington Personnel Resources Board, within thirty (30) calendar days of being provided the written decision of the Director of DOP. The board will render a decision which will be final and binding.
5. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with the Human Resources Office.
6. Decisions regarding appropriate classification will be reviewed in accordance with this Section and will not be subject to the grievance procedure specified in Article 30 of this Agreement.
7. Positions will not be reallocated during the incumbent's probationary period.
8. Temporary duty assignments in accordance with Article 43.4 are excluded from this process.

42.3 Effect of Reallocation

A. Reallocation to a Class with a Higher Salary Range Maximum

1. If the employee has performed the higher-level duties for at least six (6) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status.
2. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher-level duties for at least six (6)

months, the Employer must give the employee the opportunity to compete for the position if they possess the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article 35 of this Agreement applies. If the employee is appointed, they must serve a trial service period.

B. Reallocation to a Class with an Equal Salary Range Maximum

1. If the employee meets the skills and abilities requirements of the position, the employee remains in the position and retains existing appointment status.
2. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article 35 of this Agreement applies.

C. Reallocation to a Class with a Lower Salary Range Maximum

1. If the employee meets the skills and abilities requirements of the position and chooses to remain in the reallocated position, the employee retains existing appointment status and has the right to be placed on the Employer's internal layoff list for the classification occupied prior to the reallocation.
2. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article 35 of this Agreement applies.

42.4 Salary Impact of Reallocation

An employee whose position is reallocated will have their salary determined as follows:

- A. Reallocation to a Class with a Higher Salary Range Maximum. Upon appointment to the higher class, the employee's base salary will be increased to a step of the range for the new class that is nearest to five percent (5.0%) higher than the amount of the pre-promotional step, or to the entry step of the new range, whichever is higher.
- B. Reallocation to a Class with an Equal Salary Range Maximum. The employee retains their previous base salary, or is moved to the entry step of the new range, whichever is higher.
- C. Reallocation to a Class with a Lower Salary Range Maximum. The employee will be paid an amount equal to their current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the salary they were receiving prior to the reallocation downward, until such time as the employee vacates the position or their salary falls within the new salary range.

**ARTICLE 43
COMPENSATION**

- 43.1** ~~Effective on July 1, 2022~~Effective on July 1, 2023, employees shall receive a 5.0%percent wage increase, if fully funded by the State of Washington. In the first pay period in December 2023, employees will receive a lump sum bonus payment of \$1,800 less applicable withholdings.
- 43.2** ~~Effective on July 1, 2024~~, employees shall receive a ~~3.25~~5.0% percent wage increase, if fully funded by the State of Washington.

~~On the July 25, 2022 paycheck and if fully funded by the State of Washington, eligible bargaining unit employees will receive a lump sum amount as shown below. Any lump sum payment made payable to FOP members by action of this paragraph would be paid on the same terms used by General Government.~~

Annual Full-time Salary Equivalent		Maximum Lump Sum Payment Amount
Greater than or Equal to	Less than	
\$28,584	\$47,331	\$3,400.00
\$47,331	\$64,554	\$2,550.00
\$64,554	\$81,777	\$1,700.00
\$81,777	\$99,000	\$850.00
\$99,000		\$0.00

Pay Range Assignments

~~Effective July 1, 2021, each classification represented by the Union will continue to be assigned to the same salary range to which it was assigned on June 30, 2021. The salary ranges, described in Appendix C, will remain in effect for the term of this Agreement.~~

43.3 Pay for Performing the Duties of a Higher Classification

Employees who are temporarily assigned the majority of duties and responsibilities of a higher-level classification will be notified in writing, with the bargaining unit representative having training on and access to a report providing a Higher Level Duty summary, and will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of their current step. The University may grant a higher salary increase as provided in 43.9. The increase will become effective on the first day the employee is assigned the higher-level duties. Unless otherwise agreed, temporary duty assignments to a higher-level classification will not exceed six (6) continuous months.

Temporary duty assignments detailed above are excluded from the position review process in Article 42, Section 42.2.

43.4 Establishing Salaries for New Employees and New Classifications

- A. The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules.
- B. Upon request of the Union, the Employer will bargain the effects of a change to an existing class or newly proposed classification.

43.5 Periodic Increases

Periodic increases are provided as follows:

- A. Employees who are hired at the minimum step of the pay 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 the top of the pay range.
- B. Employees who are hired above the minimum step of the salary range will receive a two (2) step increase to base salary following completion of twelve (12) months of service, and an additional two (2) step increase annually thereafter, until they reach the top of the pay range.
- C. Employees will progress to Step M of their assigned salary range according to the rules established in the Washington Administrative Code.
- D. Employees in classes that have pay ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges in accordance with Subsection A and B, above.
- E. The effective date of the periodic increase will be the first day of the month it is due.
- F. Employees hired before July 1, 2009 will retain their periodic increment date as of June 30, 2008.

43.6 Salary Assignment Upon Promotion

- A. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step.
- B. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

43.7 Salary Adjustments

The University may increase an employee's step within the assigned salary range to address issues related to recruitment, retention or other business needs. Such an increase may not result in a salary greater than the range maximum.

43.8 Demotion

An employee who voluntarily demotes to another position with a lower salary range maximum will be placed in the new range at a salary equal to their previous base salary. If the previous base salary exceeds the new range, the employee's base salary will be set equal to the new range maximum.

43.9 Transfer

A transfer is defined as an employee-initiated move of an employee from one position to another position within the University in the same class or a different class with the same salary range maximum. Transferred employees will retain their current base salary.

43.10 Reassignment

Reassignment is defined as an employer-initiated move of a permanent employee within the University from one position to another in the same class or a different class with the same salary range maximum. Upon reassignment, an employee retains their current base salary.

43.11 Reversion

Reversion is defined as voluntary or involuntary movement of an employee during the trial service period to the class in which the employee most recently held permanent status, or movement to a class in the same or lower salary range. Upon reversion, the base salary the employee was receiving prior to promotion will be reinstated.

43.12 Elevation

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided for promotion in Section 43.8, above.

43.13 Part-Time Employment

Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment. In the alternative, part-time employees may be paid the appropriate hourly rate for all hours worked.

43.14 Callback

When an overtime-eligible employee's shift has ended and the employee is called to return to work outside of their regularly scheduled hours to handle emergency situations that could not be anticipated, they will receive three (3) hours penalty pay plus time actually worked. The penalty pay will be compensated at the regular rate. Time worked will be in accordance with Article 7, Hours of Work, and Article 8, Overtime.

43.15 Shift Premium

- A. Shift premium for employees assigned to a shift in which a majority of time worked daily or weekly is between 5:00 p.m. and 7:00 a.m. will be one dollar (\$1.00) per hour.
- B. Shift premium will be paid for the entire daily or weekly shift, which qualifies under Subsection A, above. Shift premium may also be computed and paid at the above monthly rate for employees permanently assigned to a qualifying afternoon or night shift.
- C. An employee assigned to a shift that qualifies for shift premium pay will receive the same shift premium for authorized periods of paid leave.
- D. When an employee is regularly assigned to an afternoon or evening shift that qualifies for shift differential, the employee will receive shift differential pay during temporary assignment, not to exceed five (5) working days, to a shift that does not qualify for shift premium.

43.16 Salary Overpayment Recovery

- A. When the University has determined that an employee has been overpaid wages, the University will provide written notice to the employee that will include the following items:
 - 1. The amount of the overpayment;
 - 2. The basis for the claim; and
 - 3. The rights of the employee under the terms of this Agreement.
- B. Method of Payback. The employee must choose one (1) of the following options for paying back the overpayment:
 - 1. Voluntary wage deduction;
 - 2. Cash, credit/debit card; or
 - 3. E-check/Check.

The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made. The employee and the University may agree to make other repayment arrangements. The payroll deduction to repay the overpayment will not exceed five percent (5.0%) of the employee’s disposable earnings in a pay period. However, the University and the employee may agree to an amount that is more than five percent (5.0%).

If the employee fails to choose one of the three (3) options described above within the timeframe specified in the University’s written notice of overpayment, the University will deduct the overpayment owed from the employee’s wages over a period of time equal to the number of pay periods during which the overpayment was made.

Any overpayment amount still outstanding at separation of employment will be deducted from the earnings of the final pay period.

- C. Appeal Rights. Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 30 of this Agreement.

43.17 Special Pay Salary Ranges

The State Human Resources Director, Department of Enterprise Services, may adopt special pay salary ranges for positions based upon pay practices found in private industry or other governmental units. The current special pay practices at the University will continue.

43.18 Assignment Pay

GROUP B			
Assigned Duty		Premium	Reference#
Dual Language Requirement		2 ranges	18

Assignment pay (AP) is a five percent (5%) premium added to the base salary and is intended to be used only as long as the skills, duties or circumstances it is based on are in effect. The University may grant assignment pay to a position to recognize specialized skills, assigned duties, and/or unique circumstances that exceed the ordinary. ~~The “premium” is stated in ranges. The number of ranges is added to the base range of the class. The “reference number” indicates the specific conditions for which AP is to be paid. Group B indicates those assigned duties granted assignment pay which are not class specific as defined by the Washington Compensation Plan. The University determines which positions qualify for premiums, shown below:~~Certified instructors:

Certified instructors assigned to provide training, other than an FTO assignment, will receive a five percent (5%) premium for the entire day if they spend at least four (4) hours of their shift providing training. One (1) hour of preparation time per class will be counted towards the four (4) hours to qualify for the premium.

FTO Assignments:

Field Training Officers (FTOs) will receive a five percent (5%) increase for hours worked performing FTO responsibilities. When assigning FTOs, the Department will make a request for volunteers. If there are no volunteers, the Department will assign an FTO. The Department will make a good faith effort to equalize situations where employees are mandated to perform FTO responsibilities, unless the Department determines that a particular assignment will benefit the training needs of the trainee.

~~REFERENCE #18: Employees in any position whose current, assigned job responsibilities include proficient use of written and oral English and proficiency in speaking and/or writing one (1) or more foreign languages, American Sign Language or Braille, provided that proficiency or formal training in such additional language is not required in the specifications for the job class. Basic salary plus two (2) additional ranges.~~

43.19 Dependent Care Salary Reduction Plan

The University agrees to maintain the current dependent care salary reduction plan that allows eligible employees, covered by this Agreement, the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by Federal tax law or regulation.

43.20 Pretax Health Care Premiums

The University agrees to provide eligible employees with the option to pay for the employee portion of health premiums on a pretax basis as permitted by Federal tax law or regulation.

43.21 Medical/Dental Expense Account

The University agrees to allow insurance eligible employees, covered by the Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pretax basis as permitted by Federal tax law or regulation.

43.22 Voluntary Separation Incentives – Voluntary Retirement Incentives

The University will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such programs are provided for in the 2019-2021 operating budget. Such participation must be in accordance with the program guidelines adopted by the Department of Enterprise Services and the Department of Retirement Systems, following consultation with the Office of Financial Management. Program incentives or offering of such incentives are not subject to the grievance procedure.

43.23 Reopener

Compensation increases resulting from increases in the Salary Schedule will take effect only if they are deemed feasible by the Director of OFM, approved by the Legislature as provided in RCW 41.80, and fully funded by the State appropriations to the University. In the event that such compensation increases are not approved or fully funded, the parties will reopen negotiations to bargain a replacement provision. Nothing in this paragraph obligates either party to agree to any proposal.

ARTICLE 44 HEALTH CARE BENEFITS AMOUNTS

See “Health Care Benefits Agreement” by and between the State of Washington and the Coalition of Unions in Appendix A.

ARTICLE 45 VOLUNTARY EMPLOYEES’ BENEFICIARY ASSOCIATIONS (VEBAS)

In accordance with state and federal law, the University and employees in bargaining units may agree to form a VEBA (tax-free medical spending accounts) funded by the retiree’s sick leave cash out. A VEBA of employees covered by this Agreement will be implemented only by written agreement with the Union.

ARTICLE 46 CHILDCARE CENTERS

- 46.1** The Employer and the Union recognize that family life has a significant impact upon employees’ work lives. The Employer agrees to provide employees with access to the Employer’s existing childcare center(s) on the same basis as presently provided.
- 46.2** The Employer will notify the Union as soon as possible of any changes in employee access to the Employer’s existing childcare center(s).

ARTICLE 47 EMPLOYEE LOUNGE FACILITIES

- 47.1** The Employer will provide employee lounge facilities apart from work areas. The lounge facilities will be maintained in a clean and safe manner.
- 47.2** Adequate lunchrooms, break rooms, washrooms, and toilet facilities will be provided and available for use by employees. The facilities will not normally be used for any other purpose.
- 47.3** Upon request, the Employer will endeavor to provide storage for personal items.

ARTICLE 48 STRIKES

- 48.1** Nothing in this Agreement permits or grants to employees the right to strike or refuse to perform their official duties.
- 48.2** Any action of an employee in refusing to cross, for their own personal safety, a picket line at the University's premises in case of an officially declared and recognized strike by another employee union representing employees working for the University shall not constitute a violation of this Article, provided that such a decision shall be made freely by the employee without coercion by either the University or the Union provided further that nothing herein shall preclude the University from continuing to operate the University with or without temporary replacement personnel. If an employee chooses to not cross a picket line under this provision, and chooses to not be or cannot be reassigned to an alternate work location, the employee must report time they are absent from work as either vacation leave, paid compensatory leave, or leave without pay.

ARTICLE 49 CONTRACTING

49.1 Contracting for Services

- A. The Employer may contract for services customarily and historically performed by employees only as permitted by RCW 41.06.142, WAC 200-320-615 and WAC 357-43.
- B. Prior to contracting out for services customarily and historically performed by bargaining unit members, Western shall:
1. Notify the Union of the intent to contract services except that, in the event of emergencies or mandated conditions requiring immediate implementation, Western will notify the Union as soon as practicable. Such notice will include:
 - a. A description of the work to be contracted out, including the estimated cost of the work, if known.
 - b. An explanation as to why the Employer is proposing to contract out the work.
 - c. Identification of any time-sensitivity or special urgency related to the contracting out of the work.
 2. Satisfy any collective bargaining obligation under RCW 41.80. The Union shall have twenty-one (21) calendar days from receipt of the written notice to request negotiations. The request must be in writing and sent to the Human Resources Director or their designee. If the Union does not request negotiations within twenty-one (21) calendar days, the Employer may purchase services without bargaining.

**ARTICLE 50
SHARED SERVICES**

The Union and the Employer acknowledge that there may be instances where the Employer might be able to expand operations and provide services to other state agencies or institutions of higher education. It is further acknowledged that such expansion may have a beneficial impact on the Employer and may mitigate the impacts of budgetary constraints. The Employer will consider proposals submitted to them from the Union. This article may be grieved only up to the final internal step of the grievance procedure.

**ARTICLE 51
ENTIRE AGREEMENT**

- 51.1** This Agreement constitutes the entire agreement and any past practice or agreement between the parties prior to July 1, 2007, whether written or oral, is null and void, unless specifically preserved in this Agreement.
- 51.2** With regard to WAC 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.
- 51.3** This Agreement supersedes specific provisions of University policies with which it conflicts.
- 51.4** During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to matters that are mandatory subjects/topics under the law.

**ARTICLE 52
SAVINGS CLAUSE**

Partial Invalidity. If any court or administrative agency of competent jurisdiction finds any article, section or portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid article, section or portion.

**ARTICLE 53
PUBLICATION OF AGREEMENT**

- 53.1** The University will provide the Union with an electronic copy of the Agreement.
- 53.2** The University will post the Agreement electronically on the University website by July 1, 2021 or thirty (30) days after legislative approval, whichever is later, and will provide all employees with a link to the Agreement. All employees will be authorized to access the Agreement link. Each employee may print and staple or clip one (1) copy of the Agreement from the link on work time on state-purchased paper and state-owned equipment.

ARTICLE 54
TERM OF AGREEMENT

- 54.1** All provisions of this Agreement will become effective July 1, ~~2021~~2023, and will remain in full force and effect through June 30, ~~2023~~2025; however, in accordance with RCW 41.80.090, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.
- 54.2** Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than August 1, ~~2021~~2025 and no later than September 1, ~~2021~~2025. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.
- 54.3** Both parties agree to open ~~2023-2025~~2025-2027 negotiations on May 14, ~~2022~~2026.

The Parties, by their signatures below, accept and agree to the terms and conditions of this Collective Bargaining Agreement.

Executed this __ day of April, 2022.

FOR MATT HERZOG MEMORIAL FOP LODGE #24 :

/s/ _____
Buster McGehee, Labor Specialist

/s/ _____
Josef Bailey, Campus Police Officer

/s/ _____
Todd Osborn, Campus Police Officer

FOR WESTERN WASHINGTON UNIVERSITY:

/s/ _____
Anne Gilbert
Interim Assistant Vice President for Human Resources

APPENDIX A

[Health Care Agreement between the State of Washington and the Coalition of Unions to be added.]

APPENDIX B

Parking Rates General Permit Rates and Increases

	FY18Rate	FY19Increas e	FY19Rate	FY20Increas e	FY20Rate	FY21Increas e	FY21Rate
G-Lots							
Quarter	\$102	\$3	\$105	\$3	\$108	\$3	\$111
Academic	\$306	\$9	\$315	\$9	\$324	\$10	\$334
Annual	\$390	\$12	\$402	\$12	\$414	\$12	\$426
Summer	\$85	\$3	\$88	\$3	\$91	\$3	\$94
A-lots							
Quarter	\$90	\$3	\$93	\$3	\$96	\$3	\$99
Academic	\$268	\$8	\$276	\$8	\$284	\$9	\$293
Annual	\$340	\$10	\$350	\$11	\$361	\$11	\$372
Summer	\$73	\$2	\$75	\$2	\$77	\$2	\$79
Motoreycle							
Quarter	\$19	\$1	\$20	\$1	\$21	\$1	\$22
Academic	\$55	\$2	\$57	\$2	\$59	\$2	\$61
Annual	\$69	\$2	\$71	\$2	\$73	\$2	\$75
Summer	\$15	\$0	\$15	\$1	\$16	\$0	\$16
G-Lot Half-Time							
Quarter	\$51	\$2	\$53	\$2	\$55	\$2	\$57
Academic	\$153	\$5	\$158	\$5	\$163	\$5	\$168
Annual	\$195	\$6	\$201	\$6	\$207	\$6	\$213
Summer	\$42	\$1	\$43	\$1	\$44	\$1	\$45
A Half-Time							
Quarter	\$45	\$1	\$46	\$1	\$47	\$1	\$48
Academic	\$134	\$4	\$138	\$4	\$142	\$4	\$146
Annual	\$170	\$5	\$175	\$5	\$180	\$5	\$185
Summer	\$37	\$1	\$38	\$1	\$39	\$1	\$40
After-ours							
Per-hour	\$1	\$0.50	\$1.50	\$0.50	\$2.00	\$0	\$2.00
G-Carpool							
Quarter	\$81	\$10	\$91	\$10	\$101	\$10	\$111
Academic	\$243	\$30	\$273	\$30	\$303	\$31	\$334
Annual	\$309	\$39	\$348	\$39	\$387	\$39	\$426
Summer	\$66	\$9	\$75	\$9	\$84	\$9	\$93

Commuter Pack							
10 Qty (one per qtr.)	\$22	\$8	\$30	\$10	\$40	\$10	\$50
Lincoln Creek							
Quarter	\$26	\$1	\$27	\$1	\$28	\$1	\$29
Annual	\$93	\$3	\$96	\$3	\$99	\$3	\$102
Hourly	\$1	\$0	\$1	\$0	\$1	\$1	\$2
Daily	\$5	\$0	\$5	\$0	\$5	\$1	\$6

PARKING RATE INCREASES – INCREASES EFFECTIVE JULY 1, 2023

	FY21 - FY25										
	FY20 Rate	FY21 Increase	FY21 Rate	FY22 Increase	FY22 Rate	FY23 Increase	FY23 Rate	FY24 Increase	FY24 Rate	FY25 Increase	FY25 Rate
G Lots	G Lots										
Quarter	\$108	\$3	\$111	\$0	\$111	\$0	\$111	\$8	\$119	\$6	\$125
Academic	\$324	\$10	\$334	\$0	\$334	\$0	\$334	\$23	\$357	\$18	\$375
Annual	\$414	\$12	\$426	\$0	\$426	\$0	\$426	\$32	\$458	\$23	\$481
Summer	\$91	\$3	\$94	\$0	\$94	\$0	\$94	\$7	\$101	\$5	\$106
A lots	A lots										
Quarter	\$96	\$3	\$99	\$0	\$99	\$0	\$99	\$7	\$106	\$5	\$111
Academic	\$284	\$9	\$293	\$0	\$293	\$0	\$293	\$25	\$318	\$15	\$333
Annual	\$361	\$11	\$372	\$0	\$372	\$0	\$372	\$31	\$403	\$19	\$422
Summer	\$77	\$2	\$79	\$0	\$79	\$0	\$79	\$6	\$85	\$4	\$89
Motorcycle	Motorcycle										
Quarter	\$21	\$1	\$22	\$0	\$22	\$0	\$22	\$2	\$23	\$1	\$24
Academic	\$59	\$2	\$61	\$0	\$61	\$0	\$61	\$8	\$69	\$3	\$72
Annual	\$73	\$2	\$75	\$0	\$75	\$0	\$75	\$13	\$88	\$4	\$92
Summer	\$17	\$1	\$18	\$0	\$18	\$0	\$18	\$1	\$19	\$1	\$20
G Lot Half-Time	G Lot Half-Time										
Quarter	\$56	\$2	\$58	\$0	\$58	\$0	\$58	\$4	\$62	\$3	\$65
Academic	\$164	\$5	\$169	\$0	\$169	\$0	\$169	\$17	\$186	\$9	\$195
Annual	\$207	\$6	\$213	\$0	\$213	\$0	\$213	\$21	\$234	\$12	\$246
Summer	\$44	\$1	\$45	\$0	\$45	\$0	\$45	\$3	\$48	\$2	\$51
A Half -Time	A Half -Time										
Quarter	\$46	\$1	\$47	\$0	\$47	\$0	\$47	\$3	\$50	\$3	\$53
Academic	\$142	\$4	\$146	\$0	\$146	\$0	\$146	\$4	\$150	\$9	\$159
Annual	\$180	\$5	\$185	\$0	\$185	\$0	\$185	\$8	\$193	\$11	\$204
Summer	\$39	\$1	\$40	\$0	\$40	\$0	\$40	\$3	\$43	\$2	\$45
G Carpool	G Carpool										
Quarter	\$101	\$10	\$111	\$0	\$111	\$0	\$111	\$8	\$119	\$6	\$125
Academic	\$303	\$31	\$334	\$0	\$334	\$0	\$334	\$23	\$357	\$18	\$375
Annual	\$387	\$39	\$426	\$0	\$426	\$0	\$426	\$32	\$458	\$23	\$481
Summer	\$84	\$10	\$94	\$0	\$94	\$0	\$94	\$7	\$101	\$5	\$106
A Carpool	A Carpool										
Quarter	\$89	\$10	\$99	\$0	\$99	\$0	\$99	\$7	\$106	\$5	\$111
Academic	\$265	\$28	\$293	\$0	\$293	\$0	\$293	\$21	\$314	\$19	\$333
Annual	\$337	\$35	\$372	\$0	\$372	\$0	\$372	\$26	\$398	\$24	\$422
Summer	\$72	\$7	\$79	\$0	\$79	\$0	\$79	\$6	\$85	\$4	\$89
Pay-by-day	Pay-by-day										
Daily	\$3	\$0	\$3	\$0	\$3	\$0	\$3	\$0.25	\$3.25	\$0.00	\$3.25
Commuter Pack	Commuter Pack										
10 Qty (one per qtr.)	\$31	\$1	\$32	\$0	\$32	\$0	\$32	\$2	\$34	\$2	\$36
Lincoln Creek	Lincoln Creek										
Quarter	\$28	\$1	\$29	\$0	\$29	\$0	\$29	\$2	\$31	\$2	\$33
Annual	\$99	\$3	\$102	\$0	\$102	\$0	\$102	\$7	\$109	\$5	\$115
Personal Reserved	Personal Reserved										
Annual	\$945	\$28	\$973	\$0	\$973	\$0	\$973	\$68	\$1,041	\$52	\$1,093

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APPENDIX C

Salary Schedule

Prepared by the Washington State Office of Financial
 Management General Service Salary Schedule for Represented
 Employees Effective July 1, 2020
 3% Increase

WFSE—GG
 WPEA—GG
 WAFWP
 PTE-Local 17
 Coalition
 Higher Ed. (see CBA)

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M [±]
30	Annual	30108	30624	31344	32124	32856	33588	34368	35148	35988	36804	37728	38592	39528
	Monthly	2500	2552	2612	2677	2738	2799	2864	2929	2999	3067	3144	3216	3294
	Hourly	14.42	14.67	15.01	15.39	15.74	16.09	16.46	16.83	17.24	17.63	18.07	18.48	18.93
	Standby	1.01	1.03	1.05	1.08	1.10	1.13	1.15	1.18	1.21	1.23	1.26	1.29	1.33
31	Annual	30624	31344	32124	32856	33588	34368	35148	35988	36804	37728	38592	39528	40440
	Monthly	2552	2612	2677	2738	2799	2864	2929	2999	3067	3144	3216	3294	3370
	Hourly	14.67	15.01	15.39	15.74	16.09	16.46	16.83	17.24	17.63	18.07	18.48	18.93	19.37
	Standby	1.03	1.05	1.08	1.10	1.13	1.15	1.18	1.21	1.23	1.26	1.29	1.33	1.36
32	Annual	31344	32124	32856	33588	34368	35148	35988	36804	37728	38592	39528	40440	41352
	Monthly	2612	2677	2738	2799	2864	2929	2999	3067	3144	3216	3294	3370	3446
	Hourly	15.01	15.39	15.74	16.09	16.46	16.83	17.24	17.63	18.07	18.48	18.93	19.37	19.80
	Standby	1.05	1.08	1.10	1.13	1.15	1.18	1.21	1.23	1.26	1.29	1.33	1.36	1.39
33	Annual	32124	32856	33588	34368	35148	35988	36804	37728	38592	39528	40440	41352	42420
	Monthly	2677	2738	2799	2864	2929	2999	3067	3144	3216	3294	3370	3446	3535
	Hourly	15.39	15.74	16.09	16.46	16.83	17.24	17.63	18.07	18.48	18.93	19.37	19.80	20.32
	Standby	1.08	1.10	1.13	1.15	1.18	1.21	1.23	1.26	1.29	1.33	1.36	1.39	1.42
34	Annual	32856	33588	34368	35148	35988	36804	37728	38592	39528	40440	41352	42420	43392
	Monthly	2738	2799	2864	2929	2999	3067	3144	3216	3294	3370	3446	3535	3616
	Hourly	15.74	16.09	16.46	16.83	17.24	17.63	18.07	18.48	18.93	19.37	19.80	20.32	20.78
	Standby	1.10	1.13	1.15	1.18	1.21	1.23	1.26	1.29	1.33	1.36	1.39	1.42	1.45
35	Annual	33588	34368	35148	35988	36804	37728	38592	39528	40440	41352	42420	43392	44412
	Monthly	2799	2864	2929	2999	3067	3144	3216	3294	3370	3446	3535	3616	3701
	Hourly	16.09	16.46	16.83	17.24	17.63	18.07	18.48	18.93	19.37	19.80	20.32	20.78	21.27
	Standby	1.13	1.15	1.18	1.21	1.23	1.26	1.29	1.33	1.36	1.39	1.42	1.45	1.49
36	Annual	34368	35148	35988	36804	37728	38592	39528	40440	41352	42420	43392	44412	45504
	Monthly	2864	2929	2999	3067	3144	3216	3294	3370	3446	3535	3616	3701	3792
	Hourly	16.46	16.83	17.24	17.63	18.07	18.48	18.93	19.37	19.80	20.32	20.78	21.27	21.79
	Standby	1.15	1.18	1.21	1.23	1.26	1.29	1.33	1.36	1.39	1.42	1.45	1.49	1.53
37	Annual	35148	35988	36804	37728	38592	39528	40440	41352	42420	43392	44412	45504	46644
	Monthly	2929	2999	3067	3144	3216	3294	3370	3446	3535	3616	3701	3792	3887
	Hourly	16.83	17.24	17.63	18.07	18.48	18.93	19.37	19.80	20.32	20.78	21.27	21.79	22.34
	Standby	1.18	1.21	1.23	1.26	1.29	1.33	1.36	1.39	1.42	1.45	1.49	1.53	1.56
38	Annual	35988	36804	37728	38592	39528	40440	41352	42420	43392	44412	45504	46644	47844
	Monthly	2999	3067	3144	3216	3294	3370	3446	3535	3616	3701	3792	3887	3987
	Hourly	17.24	17.63	18.07	18.48	18.93	19.37	19.80	20.32	20.78	21.27	21.79	22.34	22.91
	Standby	1.21	1.23	1.26	1.29	1.33	1.36	1.39	1.42	1.45	1.49	1.53	1.56	1.60

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
39	Annual	36804	37728	38592	39528	40440	41352	42420	43392	44412	45504	46644	47844	48996
	Monthly	3067	3144	3216	3294	3370	3446	3535	3616	3701	3792	3887	3987	4083
	Hourly	17.63	18.07	18.48	18.93	19.37	19.80	20.32	20.78	21.27	21.79	22.34	22.91	23.47
	Standby	1.23	1.26	1.29	1.33	1.36	1.39	1.42	1.45	1.49	1.53	1.56	1.60	1.64
40	Annual	37728	38592	39528	40440	41352	42420	43392	44412	45504	46644	47844	48996	50256
	Monthly	3144	3216	3294	3370	3446	3535	3616	3701	3792	3887	3987	4083	4188
	Hourly	18.07	18.48	18.93	19.37	19.80	20.32	20.78	21.27	21.79	22.34	22.91	23.47	24.07
	Standby	1.26	1.29	1.33	1.36	1.39	1.42	1.45	1.49	1.53	1.56	1.60	1.64	1.68
41	Annual	38592	39528	40440	41352	42420	43392	44412	45504	46644	47844	48996	50256	51432
	Monthly	3216	3294	3370	3446	3535	3616	3701	3792	3887	3987	4083	4188	4286
	Hourly	18.48	18.93	19.37	19.80	20.32	20.78	21.27	21.79	22.34	22.91	23.47	24.07	24.63
	Standby	1.29	1.33	1.36	1.39	1.42	1.45	1.49	1.53	1.56	1.60	1.64	1.68	1.72
42	Annual	39528	40440	41352	42420	43392	44412	45504	46644	47844	48996	50256	51432	52776
	Monthly	3294	3370	3446	3535	3616	3701	3792	3887	3987	4083	4188	4286	4398
	Hourly	18.93	19.37	19.80	20.32	20.78	21.27	21.79	22.34	22.91	23.47	24.07	24.63	25.28
	Standby	1.33	1.36	1.39	1.42	1.45	1.49	1.53	1.56	1.60	1.64	1.68	1.72	1.77
43	Annual	40440	41352	42420	43392	44412	45504	46644	47844	48996	50256	51432	52776	54108
	Monthly	3370	3446	3535	3616	3701	3792	3887	3987	4083	4188	4286	4398	4509
	Hourly	19.37	19.80	20.32	20.78	21.27	21.79	22.34	22.91	23.47	24.07	24.63	25.28	25.91
	Standby	1.36	1.39	1.42	1.45	1.49	1.53	1.56	1.60	1.64	1.68	1.72	1.77	1.81
44	Annual	41352	42420	43392	44412	45504	46644	47844	48996	50256	51432	52776	54108	55524
	Monthly	3446	3535	3616	3701	3792	3887	3987	4083	4188	4286	4398	4509	4627
	Hourly	19.80	20.32	20.78	21.27	21.79	22.34	22.91	23.47	24.07	24.63	25.28	25.91	26.59
	Standby	1.39	1.42	1.45	1.49	1.53	1.56	1.60	1.64	1.68	1.72	1.77	1.81	1.86
45	Annual	42420	43392	44412	45504	46644	47844	48996	50256	51432	52776	54108	55524	56856
	Monthly	3535	3616	3701	3792	3887	3987	4083	4188	4286	4398	4509	4627	4738
	Hourly	20.32	20.78	21.27	21.79	22.34	22.91	23.47	24.07	24.63	25.28	25.91	26.59	27.23
	Standby	1.42	1.45	1.49	1.53	1.56	1.60	1.64	1.68	1.72	1.77	1.81	1.86	1.91
46	Annual	43392	44412	45504	46644	47844	48996	50256	51432	52776	54108	55524	56856	58260
	Monthly	3616	3701	3792	3887	3987	4083	4188	4286	4398	4509	4627	4738	4855
	Hourly	20.78	21.27	21.79	22.34	22.91	23.47	24.07	24.63	25.28	25.91	26.59	27.23	27.90
	Standby	1.45	1.49	1.53	1.56	1.60	1.64	1.68	1.72	1.77	1.81	1.86	1.91	1.95
47	Annual	44412	45504	46644	47844	48996	50256	51432	52776	54108	55524	56856	58260	59688
	Monthly	3701	3792	3887	3987	4083	4188	4286	4398	4509	4627	4738	4855	4974
	Hourly	21.27	21.79	22.34	22.91	23.47	24.07	24.63	25.28	25.91	26.59	27.23	27.90	28.59
	Standby	1.49	1.53	1.56	1.60	1.64	1.68	1.72	1.77	1.81	1.86	1.91	1.95	2.00

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
48	Annual	45504	46644	47844	48996	50256	51432	52776	54108	55524	56856	58260	59688	61224
	Monthly	3792	3887	3987	4083	4188	4286	4398	4509	4627	4738	4855	4974	5102
	Hourly	21.79	22.34	22.91	23.47	24.07	24.63	25.28	25.91	26.59	27.23	27.90	28.59	29.32
	Standby	1.53	1.56	1.60	1.64	1.68	1.72	1.77	1.81	1.86	1.91	1.95	2.00	2.05
49	Annual	46644	47844	48996	50256	51432	52776	54108	55524	56856	58260	59688	61224	62748
	Monthly	3887	3987	4083	4188	4286	4398	4509	4627	4738	4855	4974	5102	5229
	Hourly	22.34	22.91	23.47	24.07	24.63	25.28	25.91	26.59	27.23	27.90	28.59	29.32	30.05
	Standby	1.56	1.60	1.64	1.68	1.72	1.77	1.81	1.86	1.91	1.95	2.00	2.05	2.10
50	Annual	47844	48996	50256	51432	52776	54108	55524	56856	58260	59688	61224	62748	64332
	Monthly	3987	4083	4188	4286	4398	4509	4627	4738	4855	4974	5102	5229	5361
	Hourly	22.91	23.47	24.07	24.63	25.28	25.91	26.59	27.23	27.90	28.59	29.32	30.05	30.81
	Standby	1.60	1.64	1.68	1.72	1.77	1.81	1.86	1.91	1.95	2.00	2.05	2.10	2.16
51	Annual	48996	50256	51432	52776	54108	55524	56856	58260	59688	61224	62748	64332	65928
	Monthly	4083	4188	4286	4398	4509	4627	4738	4855	4974	5102	5229	5361	5494
	Hourly	23.47	24.07	24.63	25.28	25.91	26.59	27.23	27.90	28.59	29.32	30.05	30.81	31.57
	Standby	1.64	1.68	1.72	1.77	1.81	1.86	1.91	1.95	2.00	2.05	2.10	2.16	2.24
52	Annual	50256	51432	52776	54108	55524	56856	58260	59688	61224	62748	64332	65928	67560
	Monthly	4188	4286	4398	4509	4627	4738	4855	4974	5102	5229	5361	5494	5630
	Hourly	24.07	24.63	25.28	25.91	26.59	27.23	27.90	28.59	29.32	30.05	30.81	31.57	32.36
	Standby	1.68	1.72	1.77	1.81	1.86	1.91	1.95	2.00	2.05	2.10	2.16	2.24	2.26
53	Annual	51432	52776	54108	55524	56856	58260	59688	61224	62748	64332	65928	67560	69264
	Monthly	4286	4398	4509	4627	4738	4855	4974	5102	5229	5361	5494	5630	5772
	Hourly	24.63	25.28	25.91	26.59	27.23	27.90	28.59	29.32	30.05	30.81	31.57	32.36	33.17
	Standby	1.72	1.77	1.81	1.86	1.91	1.95	2.00	2.05	2.10	2.16	2.24	2.26	2.32
54	Annual	52776	54108	55524	56856	58260	59688	61224	62748	64332	65928	67560	69264	70956
	Monthly	4398	4509	4627	4738	4855	4974	5102	5229	5361	5494	5630	5772	5913
	Hourly	25.28	25.91	26.59	27.23	27.90	28.59	29.32	30.05	30.81	31.57	32.36	33.17	33.98
	Standby	1.77	1.81	1.86	1.91	1.95	2.00	2.05	2.10	2.16	2.24	2.26	2.32	2.38
55	Annual	54108	55524	56856	58260	59688	61224	62748	64332	65928	67560	69264	70956	72756
	Monthly	4509	4627	4738	4855	4974	5102	5229	5361	5494	5630	5772	5913	6063
	Hourly	25.91	26.59	27.23	27.90	28.59	29.32	30.05	30.81	31.57	32.36	33.17	33.98	34.84
	Standby	1.81	1.86	1.91	1.95	2.00	2.05	2.10	2.16	2.24	2.26	2.32	2.38	2.44
56	Annual	55524	56856	58260	59688	61224	62748	64332	65928	67560	69264	70956	72756	74604
	Monthly	4627	4738	4855	4974	5102	5229	5361	5494	5630	5772	5913	6063	6217
	Hourly	26.59	27.23	27.90	28.59	29.32	30.05	30.81	31.57	32.36	33.17	33.98	34.84	35.73
	Standby	1.86	1.91	1.95	2.00	2.05	2.10	2.16	2.24	2.26	2.32	2.38	2.44	2.50

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
57	Annual	56856	58260	59688	61224	62748	64332	65928	67560	69264	70956	72756	74604	76416
	Monthly	4738	4855	4974	5102	5229	5361	5494	5630	5772	5913	6063	6217	6368
	Hourly	27.23	27.90	28.59	29.32	30.05	30.81	31.57	32.36	33.17	33.98	34.84	35.73	36.60
	Standby	1.94	1.95	2.00	2.05	2.10	2.16	2.21	2.26	2.32	2.38	2.44	2.50	2.56
58	Annual	58260	59688	61224	62748	64332	65928	67560	69264	70956	72756	74604	76416	78408
	Monthly	4855	4974	5102	5229	5361	5494	5630	5772	5913	6063	6217	6368	6534
	Hourly	27.90	28.59	29.32	30.05	30.81	31.57	32.36	33.17	33.98	34.84	35.73	36.60	37.55
	Standby	1.95	2.00	2.05	2.10	2.16	2.21	2.26	2.32	2.38	2.44	2.50	2.56	2.63
59	Annual	59688	61224	62748	64332	65928	67560	69264	70956	72756	74604	76416	78408	80292
	Monthly	4974	5102	5229	5361	5494	5630	5772	5913	6063	6217	6368	6534	6691
	Hourly	28.59	29.32	30.05	30.81	31.57	32.36	33.17	33.98	34.84	35.73	36.60	37.55	38.45
	Standby	2.00	2.05	2.10	2.16	2.21	2.26	2.32	2.38	2.44	2.50	2.56	2.63	2.69
60	Annual	61224	62748	64332	65928	67560	69264	70956	72756	74604	76416	78408	80292	82344
	Monthly	5102	5229	5361	5494	5630	5772	5913	6063	6217	6368	6534	6691	6862
	Hourly	29.32	30.05	30.81	31.57	32.36	33.17	33.98	34.84	35.73	36.60	37.55	38.45	39.44
	Standby	2.05	2.10	2.16	2.21	2.26	2.32	2.38	2.44	2.50	2.56	2.63	2.69	2.76
61	Annual	62748	64332	65928	67560	69264	70956	72756	74604	76416	78408	80292	82344	84396
	Monthly	5229	5361	5494	5630	5772	5913	6063	6217	6368	6534	6691	6862	7033
	Hourly	30.05	30.81	31.57	32.36	33.17	33.98	34.84	35.73	36.60	37.55	38.45	39.44	40.42
	Standby	2.10	2.16	2.21	2.26	2.32	2.38	2.44	2.50	2.56	2.63	2.69	2.76	2.83
62	Annual	64332	65928	67560	69264	70956	72756	74604	76416	78408	80292	82344	84396	86484
	Monthly	5361	5494	5630	5772	5913	6063	6217	6368	6534	6691	6862	7033	7207
	Hourly	30.81	31.57	32.36	33.17	33.98	34.84	35.73	36.60	37.55	38.45	39.44	40.42	41.42
	Standby	2.16	2.21	2.26	2.32	2.38	2.44	2.50	2.56	2.63	2.69	2.76	2.83	2.90
63	Annual	65928	67560	69264	70956	72756	74604	76416	78408	80292	82344	84396	86484	88644
	Monthly	5494	5630	5772	5913	6063	6217	6368	6534	6691	6862	7033	7207	7387
	Hourly	31.57	32.36	33.17	33.98	34.84	35.73	36.60	37.55	38.45	39.44	40.42	41.42	42.45
	Standby	2.21	2.26	2.32	2.38	2.44	2.50	2.56	2.63	2.69	2.76	2.83	2.90	2.97
64	Annual	67560	69264	70956	72756	74604	76416	78408	80292	82344	84396	86484	88644	90888
	Monthly	5630	5772	5913	6063	6217	6368	6534	6691	6862	7033	7207	7387	7574
	Hourly	32.36	33.17	33.98	34.84	35.73	36.60	37.55	38.45	39.44	40.42	41.42	42.45	43.53
	Standby	2.26	2.32	2.38	2.44	2.50	2.56	2.63	2.69	2.76	2.83	2.90	2.97	3.05
65	Annual	69264	70956	72756	74604	76416	78408	80292	82344	84396	86484	88644	90888	93132
	Monthly	5772	5913	6063	6217	6368	6534	6691	6862	7033	7207	7387	7574	7761
	Hourly	33.17	33.98	34.84	35.73	36.60	37.55	38.45	39.44	40.42	41.42	42.45	43.53	44.60
	Standby	2.32	2.38	2.44	2.50	2.56	2.63	2.69	2.76	2.83	2.90	2.97	3.05	3.12

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
66	Annual	70956	72756	74604	76416	78408	80292	82344	84396	86484	88644	90888	93132	95484
	Monthly	5913	6063	6217	6368	6534	6691	6862	7033	7207	7387	7574	7761	7957
	Hourly	33.98	34.84	35.73	36.60	37.55	38.45	39.44	40.42	41.42	42.45	43.53	44.60	45.73
	Standby	2.38	2.44	2.50	2.56	2.63	2.69	2.76	2.83	2.90	2.97	3.05	3.12	3.20
67	Annual	72756	74604	76416	78408	80292	82344	84396	86484	88644	90888	93132	95484	97872
	Monthly	6063	6217	6368	6534	6691	6862	7033	7207	7387	7574	7761	7957	8156
	Hourly	34.84	35.73	36.60	37.55	38.45	39.44	40.42	41.42	42.45	43.53	44.60	45.73	46.87
	Standby	2.44	2.50	2.56	2.63	2.69	2.76	2.83	2.90	2.97	3.05	3.12	3.20	3.28
68	Annual	74604	76416	78408	80292	82344	84396	86484	88644	90888	93132	95484	97872	100308
	Monthly	6217	6368	6534	6691	6862	7033	7207	7387	7574	7761	7957	8156	8359
	Hourly	35.73	36.60	37.55	38.45	39.44	40.42	41.42	42.45	43.53	44.60	45.73	46.87	48.04
	Standby	2.50	2.56	2.63	2.69	2.76	2.83	2.90	2.97	3.05	3.12	3.20	3.28	3.36
69	Annual	76416	78408	80292	82344	84396	86484	88644	90888	93132	95484	97872	100308	102816
	Monthly	6368	6534	6691	6862	7033	7207	7387	7574	7761	7957	8156	8359	8568
	Hourly	36.60	37.55	38.45	39.44	40.42	41.42	42.45	43.53	44.60	45.73	46.87	48.04	49.24
	Standby	2.56	2.63	2.69	2.76	2.83	2.90	2.97	3.05	3.12	3.20	3.28	3.36	3.45
70	Annual	78408	80292	82344	84396	86484	88644	90888	93132	95484	97872	100308	102816	105384
	Monthly	6534	6691	6862	7033	7207	7387	7574	7761	7957	8156	8359	8568	8782
	Hourly	37.55	38.45	39.44	40.42	41.42	42.45	43.53	44.60	45.73	46.87	48.04	49.24	50.47
	Standby	2.63	2.69	2.76	2.83	2.90	2.97	3.05	3.12	3.20	3.28	3.36	3.45	3.53
71	Annual	80292	82344	84396	86484	88644	90888	93132	95484	97872	100308	102816	105384	108036
	Monthly	6691	6862	7033	7207	7387	7574	7761	7957	8156	8359	8568	8782	9003
	Hourly	38.45	39.44	40.42	41.42	42.45	43.53	44.60	45.73	46.87	48.04	49.24	50.47	51.74
	Standby	2.69	2.76	2.83	2.90	2.97	3.05	3.12	3.20	3.28	3.36	3.45	3.53	3.62
72	Annual	82344	84396	86484	88644	90888	93132	95484	97872	100308	102816	105384	108036	110760
	Monthly	6862	7033	7207	7387	7574	7761	7957	8156	8359	8568	8782	9003	9230
	Hourly	39.44	40.42	41.42	42.45	43.53	44.60	45.73	46.87	48.04	49.24	50.47	51.74	53.05
	Standby	2.76	2.83	2.90	2.97	3.05	3.12	3.20	3.28	3.36	3.45	3.53	3.62	3.71
73	Annual	84396	86484	88644	90888	93132	95484	97872	100308	102816	105384	108036	110760	113484
	Monthly	7033	7207	7387	7574	7761	7957	8156	8359	8568	8782	9003	9230	9457
	Hourly	40.42	41.42	42.45	43.53	44.60	45.73	46.87	48.04	49.24	50.47	51.74	53.05	54.35
	Standby	2.83	2.90	2.97	3.05	3.12	3.20	3.28	3.36	3.45	3.53	3.62	3.71	3.80
74	Annual	86484	88644	90888	93132	95484	97872	100308	102816	105384	108036	110760	113484	116352
	Monthly	7207	7387	7574	7761	7957	8156	8359	8568	8782	9003	9230	9457	9696
	Hourly	41.42	42.45	43.53	44.60	45.73	46.87	48.04	49.24	50.47	51.74	53.05	54.35	55.72
	Standby	2.90	2.97	3.05	3.12	3.20	3.28	3.36	3.45	3.53	3.62	3.71	3.80	3.90

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
75	Annual	88644	90888	93132	95484	97872	100308	102816	105384	108036	110760	113484	116352	119244
	Monthly	7387	7574	7761	7957	8156	8359	8568	8782	9003	9230	9457	9696	9937
	Hourly	42.45	43.53	44.60	45.73	46.87	48.04	49.24	50.47	51.74	53.05	54.35	55.72	57.11
	Standby	2.97	3.05	3.12	3.20	3.28	3.36	3.45	3.53	3.62	3.71	3.80	3.90	4.00
76	Annual	90888	93132	95484	97872	100308	102816	105384	108036	110760	113484	116352	119244	122220
	Monthly	7574	7761	7957	8156	8359	8568	8782	9003	9230	9457	9696	9937	10185
	Hourly	43.53	44.60	45.73	46.87	48.04	49.24	50.47	51.74	53.05	54.35	55.72	57.11	58.53
	Standby	3.05	3.12	3.20	3.28	3.36	3.45	3.53	3.62	3.71	3.80	3.90	4.00	4.10
77	Annual	93132	95484	97872	100308	102816	105384	108036	110760	113484	116352	119244	122220	125268
	Monthly	7761	7957	8156	8359	8568	8782	9003	9230	9457	9696	9937	10185	10439
	Hourly	44.60	45.73	46.87	48.04	49.24	50.47	51.74	53.05	54.35	55.72	57.11	58.53	59.99
	Standby	3.12	3.20	3.28	3.36	3.45	3.53	3.62	3.71	3.80	3.90	4.00	4.10	4.20
78	Annual	95484	97872	100308	102816	105384	108036	110760	113484	116352	119244	122220	125268	128436
	Monthly	7957	8156	8359	8568	8782	9003	9230	9457	9696	9937	10185	10439	10703
	Hourly	45.73	46.87	48.04	49.24	50.47	51.74	53.05	54.35	55.72	57.11	58.53	59.99	61.54
	Standby	3.20	3.28	3.36	3.45	3.53	3.62	3.71	3.80	3.90	4.00	4.10	4.20	4.34
79	Annual	97872	100308	102816	105384	108036	110760	113484	116352	119244	122220	125268	128436	131592
	Monthly	8156	8359	8568	8782	9003	9230	9457	9696	9937	10185	10439	10703	10966
	Hourly	46.87	48.04	49.24	50.47	51.74	53.05	54.35	55.72	57.11	58.53	59.99	61.54	63.02
	Standby	3.28	3.36	3.45	3.53	3.62	3.71	3.80	3.90	4.00	4.10	4.20	4.34	4.44
80	Annual	100308	102816	105384	108036	110760	113484	116352	119244	122220	125268	128436	131592	134892
	Monthly	8359	8568	8782	9003	9230	9457	9696	9937	10185	10439	10703	10966	11241
	Hourly	48.04	49.24	50.47	51.74	53.05	54.35	55.72	57.11	58.53	59.99	61.54	63.02	64.60
	Standby	3.36	3.45	3.53	3.62	3.71	3.80	3.90	4.00	4.10	4.20	4.34	4.44	4.52
81	Annual	102816	105384	108036	110760	113484	116352	119244	122220	125268	128436	131592	134892	138288
	Monthly	8568	8782	9003	9230	9457	9696	9937	10185	10439	10703	10966	11241	11524
	Hourly	49.24	50.47	51.74	53.05	54.35	55.72	57.11	58.53	59.99	61.54	63.02	64.60	66.23
	Standby	3.45	3.53	3.62	3.71	3.80	3.90	4.00	4.10	4.20	4.34	4.44	4.52	4.64
82	Annual	105384	108036	110760	113484	116352	119244	122220	125268	128436	131592	134892	138288	141708
	Monthly	8782	9003	9230	9457	9696	9937	10185	10439	10703	10966	11241	11524	11809
	Hourly	50.47	51.74	53.05	54.35	55.72	57.11	58.53	59.99	61.54	63.02	64.60	66.23	67.87
	Standby	3.53	3.62	3.71	3.80	3.90	4.00	4.10	4.20	4.34	4.44	4.52	4.64	4.75
83	Annual	108036	110760	113484	116352	119244	122220	125268	128436	131592	134892	138288	141708	145248
	Monthly	9003	9230	9457	9696	9937	10185	10439	10703	10966	11241	11524	11809	12104
	Hourly	51.74	53.05	54.35	55.72	57.11	58.53	59.99	61.54	63.02	64.60	66.23	67.87	69.56
	Standby	3.62	3.71	3.80	3.90	4.00	4.10	4.20	4.34	4.44	4.52	4.64	4.75	4.87

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
84	Annual	110760	113484	116352	119244	122220	125268	128436	131592	134892	138288	141708	145248	148908
	Monthly	9230	9457	9696	9937	10185	10439	10703	10966	11241	11524	11809	12104	12409
	Hourly	53.05	54.35	55.72	57.11	58.53	59.99	61.51	63.02	64.60	66.23	67.87	69.56	71.32
	Standby	3.74	3.80	3.90	4.00	4.10	4.20	4.34	4.44	4.52	4.64	4.75	4.87	4.99
85	Annual	113484	116352	119244	122220	125268	128436	131592	134892	138288	141708	145248	148908	152580
	Monthly	9457	9696	9937	10185	10439	10703	10966	11241	11524	11809	12104	12409	12715
	Hourly	54.35	55.72	57.11	58.53	59.99	61.51	63.02	64.60	66.23	67.87	69.56	71.32	73.07
	Standby	3.80	3.90	4.00	4.10	4.20	4.34	4.44	4.52	4.64	4.75	4.87	4.99	5.12
86	Annual	116352	119244	122220	125268	128436	131592	134892	138288	141708	145248	148908	152580	156456
	Monthly	9696	9937	10185	10439	10703	10966	11241	11524	11809	12104	12409	12715	13038
	Hourly	55.72	57.11	58.53	59.99	61.51	63.02	64.60	66.23	67.87	69.56	71.32	73.07	74.93
	Standby	3.90	4.00	4.10	4.20	4.34	4.44	4.52	4.64	4.75	4.87	4.99	5.12	5.25
87	Annual	119244	122220	125268	128436	131592	134892	138288	141708	145248	148908	152580	156456	160380
	Monthly	9937	10185	10439	10703	10966	11241	11524	11809	12104	12409	12715	13038	13365
	Hourly	57.11	58.53	59.99	61.51	63.02	64.60	66.23	67.87	69.56	71.32	73.07	74.93	76.84
	Standby	4.00	4.10	4.20	4.34	4.44	4.52	4.64	4.75	4.87	4.99	5.12	5.25	5.38
88	Annual	122220	125268	128436	131592	134892	138288	141708	145248	148908	152580	156456	160380	164364
	Monthly	10185	10439	10703	10966	11241	11524	11809	12104	12409	12715	13038	13365	13697
	Hourly	58.53	59.99	61.51	63.02	64.60	66.23	67.87	69.56	71.32	73.07	74.93	76.84	78.72
	Standby	4.10	4.20	4.34	4.44	4.52	4.64	4.75	4.87	4.99	5.12	5.25	5.38	5.51
89	Annual	125268	128436	131592	134892	138288	141708	145248	148908	152580	156456	160380	164364	168516
	Monthly	10439	10703	10966	11241	11524	11809	12104	12409	12715	13038	13365	13697	14043
	Hourly	59.99	61.51	63.02	64.60	66.23	67.87	69.56	71.32	73.07	74.93	76.84	78.72	80.74
	Standby	4.20	4.34	4.44	4.52	4.64	4.75	4.87	4.99	5.12	5.25	5.38	5.51	5.65
90	Annual	128436	131592	134892	138288	141708	145248	148908	152580	156456	160380	164364	168516	172680
	Monthly	10703	10966	11241	11524	11809	12104	12409	12715	13038	13365	13697	14043	14390
	Hourly	61.51	63.02	64.60	66.23	67.87	69.56	71.32	73.07	74.93	76.84	78.72	80.74	82.70
	Standby	4.34	4.44	4.52	4.64	4.75	4.87	4.99	5.12	5.25	5.38	5.51	5.65	5.79
91	Annual	131592	134892	138288	141708	145248	148908	152580	156456	160380	164364	168516	172680	177024
	Monthly	10966	11241	11524	11809	12104	12409	12715	13038	13365	13697	14043	14390	14752
	Hourly	63.02	64.60	66.23	67.87	69.56	71.32	73.07	74.93	76.84	78.72	80.74	82.70	84.78
	Standby	4.44	4.52	4.64	4.75	4.87	4.99	5.12	5.25	5.38	5.51	5.65	5.79	5.93
92	Annual	134892	138288	141708	145248	148908	152580	156456	160380	164364	168516	172680	177024	181416
	Monthly	11241	11524	11809	12104	12409	12715	13038	13365	13697	14043	14390	14752	15118
	Hourly	64.60	66.23	67.87	69.56	71.32	73.07	74.93	76.84	78.72	80.74	82.70	84.78	86.89
	Standby	4.52	4.64	4.75	4.87	4.99	5.12	5.25	5.38	5.51	5.65	5.79	5.93	6.08

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
93	Annual	138288	141708	145248	148908	152580	156456	160380	164364	168516	172680	177024	181416	185988
	Monthly	11524	11809	12104	12409	12715	13038	13365	13697	14043	14390	14752	15118	15499
	Hourly	66.23	67.87	69.56	71.32	73.07	74.93	76.81	78.72	80.71	82.70	84.78	86.89	89.07
	Standby	4.64	4.75	4.87	4.99	5.12	5.25	5.38	5.51	5.65	5.79	5.93	6.08	6.24
94	Annual	141708	145248	148908	152580	156456	160380	164364	168516	172680	177024	181416	185988	190620
	Monthly	11809	12104	12409	12715	13038	13365	13697	14043	14390	14752	15118	15499	15885
	Hourly	67.87	69.56	71.32	73.07	74.93	76.81	78.72	80.71	82.70	84.78	86.89	89.07	91.29
	Standby	4.75	4.87	4.99	5.12	5.25	5.38	5.51	5.65	5.79	5.93	6.08	6.24	6.39
95	Annual	145248	148908	152580	156456	160380	164364	168516	172680	177024	181416	185988	190620	195396
	Monthly	12104	12409	12715	13038	13365	13697	14043	14390	14752	15118	15499	15885	16283
	Hourly	69.56	71.32	73.07	74.93	76.81	78.72	80.71	82.70	84.78	86.89	89.07	91.29	93.58
	Standby	4.87	4.99	5.12	5.25	5.38	5.51	5.65	5.79	5.93	6.08	6.24	6.39	6.55
96	Annual	148908	152580	156456	160380	164364	168516	172680	177024	181416	185988	190620	195396	200304
	Monthly	12409	12715	13038	13365	13697	14043	14390	14752	15118	15499	15885	16283	16692
	Hourly	71.32	73.07	74.93	76.81	78.72	80.71	82.70	84.78	86.89	89.07	91.29	93.58	95.93
	Standby	4.99	5.12	5.25	5.38	5.51	5.65	5.79	5.93	6.08	6.24	6.39	6.55	6.72
97	Annual	152580	156456	160380	164364	168516	172680	177024	181416	185988	190620	195396	200304	205320
	Monthly	12715	13038	13365	13697	14043	14390	14752	15118	15499	15885	16283	16692	17110
	Hourly	73.07	74.93	76.81	78.72	80.71	82.70	84.78	86.89	89.07	91.29	93.58	95.93	98.33
	Standby	5.12	5.25	5.38	5.51	5.65	5.79	5.93	6.08	6.24	6.39	6.55	6.72	6.88
98	Annual	156456	160380	164364	168516	172680	177024	181416	185988	190620	195396	200304	205320	210456
	Monthly	13038	13365	13697	14043	14390	14752	15118	15499	15885	16283	16692	17110	17538
	Hourly	74.93	76.81	78.72	80.71	82.70	84.78	86.89	89.07	91.29	93.58	95.93	98.33	100.79
	Standby	5.25	5.38	5.51	5.65	5.79	5.93	6.08	6.24	6.39	6.55	6.72	6.88	7.06
99	Annual	160380	164364	168516	172680	177024	181416	185988	190620	195396	200304	205320	210456	215700
	Monthly	13365	13697	14043	14390	14752	15118	15499	15885	16283	16692	17110	17538	17975
	Hourly	76.81	78.72	80.71	82.70	84.78	86.89	89.07	91.29	93.58	95.93	98.33	100.79	103.30
	Standby	5.38	5.51	5.65	5.79	5.93	6.08	6.24	6.39	6.55	6.72	6.88	7.06	7.23
100	Annual	164364	168516	172680	177024	181416	185988	190620	195396	200304	205320	210456	215700	221100
	Monthly	13697	14043	14390	14752	15118	15499	15885	16283	16692	17110	17538	17975	18425
	Hourly	78.72	80.71	82.70	84.78	86.89	89.07	91.29	93.58	95.93	98.33	100.79	103.30	105.89
	Standby	5.51	5.65	5.79	5.93	6.08	6.24	6.39	6.55	6.72	6.88	7.06	7.23	7.41
104	Annual	168516	172680	177024	181416	185988	190620	195396	200304	205320	210456	215700	221100	226632
	Monthly	14043	14390	14752	15118	15499	15885	16283	16692	17110	17538	17975	18425	18886
	Hourly	80.71	82.70	84.78	86.89	89.07	91.29	93.58	95.93	98.33	100.79	103.30	105.89	108.54
	Standby	5.65	5.79	5.93	6.08	6.24	6.39	6.55	6.72	6.88	7.06	7.23	7.41	7.60

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
402	Annual	172680	177024	181416	185988	190620	195396	200304	205320	210456	215700	221100	226632	232296
	Monthly	14390	14752	15118	15499	15885	16283	16692	17110	17538	17975	18425	18886	19358
	Hourly	82.70	84.78	86.89	89.07	91.29	93.58	95.93	98.33	100.79	103.30	105.89	108.54	111.25
	Standby	5.79	5.93	6.08	6.24	6.39	6.55	6.72	6.88	7.06	7.23	7.41	7.60	7.79
403	Annual	177024	181416	185988	190620	195396	200304	205320	210456	215700	221100	226632	232296	238104
	Monthly	14752	15118	15499	15885	16283	16692	17110	17538	17975	18425	18886	19358	19842
	Hourly	84.78	86.89	89.07	91.29	93.58	95.93	98.33	100.79	103.30	105.89	108.54	111.25	114.03
	Standby	5.93	6.08	6.24	6.39	6.55	6.72	6.88	7.06	7.23	7.41	7.60	7.79	7.98
404	Annual	181416	185988	190620	195396	200304	205320	210456	215700	221100	226632	232296	238104	244044
	Monthly	15118	15499	15885	16283	16692	17110	17538	17975	18425	18886	19358	19842	20337
	Hourly	86.89	89.07	91.29	93.58	95.93	98.33	100.79	103.30	105.89	108.54	111.25	114.03	116.88
	Standby	6.08	6.24	6.39	6.55	6.72	6.88	7.06	7.23	7.41	7.60	7.79	7.98	8.18
405	Annual	185988	190620	195396	200304	205320	210456	215700	221100	226632	232296	238104	244044	250140
	Monthly	15499	15885	16283	16692	17110	17538	17975	18425	18886	19358	19842	20337	20845
	Hourly	89.07	91.29	93.58	95.93	98.33	100.79	103.30	105.89	108.54	111.25	114.03	116.88	119.80
	Standby	6.24	6.39	6.55	6.72	6.88	7.06	7.23	7.41	7.60	7.79	7.98	8.18	8.39
406	Annual	190620	195396	200304	205320	210456	215700	221100	226632	232296	238104	244044	250140	256404
	Monthly	15885	16283	16692	17110	17538	17975	18425	18886	19358	19842	20337	20845	21367
	Hourly	91.29	93.58	95.93	98.33	100.79	103.30	105.89	108.54	111.25	114.03	116.88	119.80	122.80
	Standby	6.39	6.55	6.72	6.88	7.06	7.23	7.41	7.60	7.79	7.98	8.18	8.39	8.60
407	Annual	195396	200304	205320	210456	215700	221100	226632	232296	238104	244044	250140	256404	262824
	Monthly	16283	16692	17110	17538	17975	18425	18886	19358	19842	20337	20845	21367	21902
	Hourly	93.58	95.93	98.33	100.79	103.30	105.89	108.54	111.25	114.03	116.88	119.80	122.80	125.87
	Standby	6.55	6.72	6.88	7.06	7.23	7.41	7.60	7.79	7.98	8.18	8.39	8.60	8.81
408	Annual	200304	205320	210456	215700	221100	226632	232296	238104	244044	250140	256404	262824	269412
	Monthly	16692	17110	17538	17975	18425	18886	19358	19842	20337	20845	21367	21902	22451
	Hourly	95.93	98.33	100.79	103.30	105.89	108.54	111.25	114.03	116.88	119.80	122.80	125.87	129.03
	Standby	6.72	6.88	7.06	7.23	7.41	7.60	7.79	7.98	8.18	8.39	8.60	8.81	9.03
409	Annual	205320	210456	215700	221100	226632	232296	238104	244044	250140	256404	262824	269412	276120
	Monthly	17110	17538	17975	18425	18886	19358	19842	20337	20845	21367	21902	22451	23010
	Hourly	98.33	100.79	103.30	105.89	108.54	111.25	114.03	116.88	119.80	122.80	125.87	129.03	132.24
	Standby	6.88	7.06	7.23	7.41	7.60	7.79	7.98	8.18	8.39	8.60	8.81	9.03	9.26
410	Annual	210456	215700	221100	226632	232296	238104	244044	250140	256404	262824	269412	276120	283020
	Monthly	17538	17975	18425	18886	19358	19842	20337	20845	21367	21902	22451	23010	23585
	Hourly	100.79	103.30	105.89	108.54	111.25	114.03	116.88	119.80	122.80	125.87	129.03	132.24	135.55
	Standby	7.06	7.23	7.41	7.60	7.79	7.98	8.18	8.39	8.60	8.81	9.03	9.26	9.49

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
111	Annual	215700	221100	226632	232296	238104	244044	250140	256404	262824	269412	276120	283020	290100
	Monthly	17975	18425	18886	19358	19842	20337	20845	21367	21902	22451	23010	23585	24175
	Hourly	103.30	105.89	108.54	111.25	114.03	116.88	119.80	122.80	125.87	129.03	132.24	135.55	138.94
	Standby	7.23	7.41	7.60	7.79	7.98	8.18	8.39	8.60	8.81	9.03	9.26	9.49	9.73
112	Annual	221100	226632	232296	238104	244044	250140	256404	262824	269412	276120	283020	290100	297360
	Monthly	18425	18886	19358	19842	20337	20845	21367	21902	22451	23010	23585	24175	24780
	Hourly	105.89	108.54	111.25	114.03	116.88	119.80	122.80	125.87	129.03	132.24	135.55	138.94	142.41
	Standby	7.41	7.60	7.79	7.98	8.18	8.39	8.60	8.81	9.03	9.26	9.49	9.73	9.97
113	Annual	226632	232296	238104	244044	250140	256404	262824	269412	276120	283020	290100	297360	304776
	Monthly	18886	19358	19842	20337	20845	21367	21902	22451	23010	23585	24175	24780	25398
	Hourly	108.54	111.25	114.03	116.88	119.80	122.80	125.87	129.03	132.24	135.55	138.94	142.41	145.97
	Standby	7.60	7.79	7.98	8.18	8.39	8.60	8.81	9.03	9.26	9.49	9.73	9.97	10.22
114	Annual	232296	238104	244044	250140	256404	262824	269412	276120	283020	290100	297360	304776	312396
	Monthly	19358	19842	20337	20845	21367	21902	22451	23010	23585	24175	24780	25398	26033
	Hourly	111.25	114.03	116.88	119.80	122.80	125.87	129.03	132.24	135.55	138.94	142.41	145.97	149.61
	Standby	7.79	7.98	8.18	8.39	8.60	8.81	9.03	9.26	9.49	9.73	9.97	10.22	10.47
115	Annual	238104	244044	250140	256404	262824	269412	276120	283020	290100	297360	304776	312396	320220
	Monthly	19842	20337	20845	21367	21902	22451	23010	23585	24175	24780	25398	26033	26685
	Hourly	114.03	116.88	119.80	122.80	125.87	129.03	132.24	135.55	138.94	142.41	145.97	149.61	153.36
	Standby	7.98	8.18	8.39	8.60	8.81	9.03	9.26	9.49	9.73	9.97	10.22	10.47	10.74
116	Annual	244044	250140	256404	262824	269412	276120	283020	290100	297360	304776	312396	320220	328224
	Monthly	20337	20845	21367	21902	22451	23010	23585	24175	24780	25398	26033	26685	27352
	Hourly	116.88	119.80	122.80	125.87	129.03	132.24	135.55	138.94	142.41	145.97	149.61	153.36	157.20
	Standby	8.18	8.39	8.60	8.81	9.03	9.26	9.49	9.73	9.97	10.22	10.47	10.74	11.00
117	Annual	250140	256404	262824	269412	276120	283020	290100	297360	304776	312396	320220	328224	336432
	Monthly	20845	21367	21902	22451	23010	23585	24175	24780	25398	26033	26685	27352	28036
	Hourly	119.80	122.80	125.87	129.03	132.24	135.55	138.94	142.41	145.97	149.61	153.36	157.20	161.13
	Standby	8.39	8.60	8.81	9.03	9.26	9.49	9.73	9.97	10.22	10.47	10.74	11.00	11.28
118	Annual	256404	262824	269412	276120	283020	290100	297360	304776	312396	320220	328224	336432	344844
	Monthly	21367	21902	22451	23010	23585	24175	24780	25398	26033	26685	27352	28036	28737
	Hourly	122.80	125.87	129.03	132.24	135.55	138.94	142.41	145.97	149.61	153.36	157.20	161.13	165.16
	Standby	8.60	8.81	9.03	9.26	9.49	9.73	9.97	10.22	10.47	10.74	11.00	11.28	11.56
119	Annual	262824	269412	276120	283020	290100	297360	304776	312396	320220	328224	336432	344844	353460
	Monthly	21902	22451	23010	23585	24175	24780	25398	26033	26685	27352	28036	28737	29455
	Hourly	125.87	129.03	132.24	135.55	138.94	142.41	145.97	149.61	153.36	157.20	161.13	165.16	169.28
	Standby	8.81	9.03	9.26	9.49	9.73	9.97	10.22	10.47	10.74	11.00	11.28	11.56	11.85

Prepared by the Washington State Office of Financial Management
 General Service Salary Schedule for Represented Employees
 Effective July 1, 2020
 3% Increase

WFSE—GG
 WPEA—GG
 WAFWP
 PTE-Local 17
 Coalition
 Higher-Ed. (see CBA)

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
120	Annual	269412	276120	283020	290100	297360	304776	312396	320220	328224	336432	344844	353460	362292
	Monthly	22451	23010	23585	24175	24780	25398	26033	26685	27352	28036	28737	29455	30194
	Hourly	129.03	132.24	135.55	138.94	142.41	145.97	149.61	153.36	157.20	161.13	165.16	169.28	173.54
	Standby	9.03	9.26	9.49	9.73	9.97	10.22	10.47	10.74	11.00	11.28	11.56	11.85	12.15

4856-7180-2164, v. 4

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa by:
Brad Johnson, Provost and Executive Vice President
Becca Kenna-Schenk, Executive Director of Government Relations

DATE: September 29, 2022

SUBJECT: WWU-Peninsulas Decision Package update

PURPOSE: Information Item

Background

The WWU Board of Trustees approved inclusion of the WWU-Peninsulas decision package in the University's 2023-2025 Biennial Operating Budget Request on September 19, 2022. There was an error in the total amount of the decision package that was included in the meeting materials. The correct total request for the WWU-Peninsulas decision package for the 2023-25 biennium is \$8,035,668.

FY23-24 Annual Total	FY24-25 Annual Total	Biennium Total
\$3,112,676	\$4,922,992	\$8,035,668

05. ADJOURNMENT