



2015 – 2017
Collective Bargaining Agreement
By and Between

Western Washington University

And

**Washington Federation
of State Employees**

Effective

July 1, 2015 through June 30, 2017



**WFSE WESTERN WASHINGTON UNIVERSITY
2015 - 2017**

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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 statutorily-excluded positions. The titles of the jobs listed below are for descriptive purposes only.

Non-Supervisory Office/Clerical (BUA)	10437
Non-Supervisory Operations (BUB)	10438
Supervisory Operations (BUE)	10439

- 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 the University, or accretes new positions into an existing bargaining unit, the terms of this Agreement will apply.

ARTICLE 2 NON-DISCRIMINATION

- 2.1** Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, marital status, race, color, creed, national origin, political affiliation, military status, status as an honorably discharged veteran, a disabled veteran, Vietnam era veteran, sexual orientation, gender identity or expression, any real or perceived sensory, mental or physical disability, genetic information, 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 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 investigate the reported behavior and determine if corrective or disciplinary action is appropriate and necessary. The employee and/or union representative will be notified upon conclusion.
- 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 his/her 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. **Law Enforcement Positions**
The University will continue to follow current practices for the hiring of law enforcement employees.
- D. 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.
- E. 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.

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.
3. 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.
 4. When the Employer converts a project appointment into a permanent appointment, the employee will serve a probationary or trial service period.
 5. 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 his or her 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

An employee will attain permanent status in a job classification upon his or her 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. Except for Campus Police Officers, every permanent employee, whether part-time or full-time, following his or her 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.

Every permanent Campus Police Officer, following his or her 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 his or her 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 and Campus Police Officers, 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. All employees with permanent status who are promoted or who voluntarily accept a transfer or demotion into the job classification of Campus Police Officer 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.
4. Any employee serving a trial service period will have his or her 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.

5. With three (3) working days' written notice by the University, an employee who does not successfully complete his or her 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.

6. An employee who has no reversion options or does not revert to the classification he or she held prior to the trial service period may request the Human Resources Office to place his or her name on the layoff list for positions in job classifications where he or she had previously attained permanent status.
7. An employee serving a trial service period may voluntarily revert to his or her 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 his or her 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 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 continue current practices regarding compensation for represented individuals.

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 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 his or her 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.

5.6 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, he or she 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.

5.7 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. An employee will report all arrests and any court-imposed sanctions or conditions that affect his or her ability to perform assigned duties to the Human Resources Office or appointing authority within twenty-four (24) hours or prior to his or her scheduled work shift, whichever occurs first.

5.8 Reasonable Accommodation

Sections 34.1 through 34.4 of Article 34, Reasonable Accommodation and Disability Separation, apply to represented individuals.

5.9 Other Provisions

The following Articles in this Agreement apply to represented individuals:

- Article 2 Non-Discrimination
- 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 Union-Management Communication 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

5.10 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 his or her performance with regard to those goals. Supervisors can then provide support to the employee in his or her 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 him or her an opportunity to address the issue.

6.2 Evaluation Process

- A. The immediate supervisor will meet with an employee at the start of his or her review period to discuss performance expectations. The employee will receive copies of his or her 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 his or her 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 his or her 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. Law Enforcement Employees
Employees in the job classification of Campus Police Officer, Corporal and Sergeant.
- C. Part-time Employees
Employees who are scheduled to work less than forty (40) hours per workweek.
- D. 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.
- E. Work Shift
The hours an employee is scheduled to work each workday in a workweek.
- F. Workday
One (1) of seven (7) consecutive, twenty-four (24) hour periods in a workweek.

G. 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 his or her designee.

7.2 Determination

The University will continue to designate all bargaining unit A, B, and E positions as overtime-eligible. Per state and federal law, the University may determine whether a position outside of bargaining units A, B, and E is overtime-eligible or overtime-exempt. 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, 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 his or her 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 Shift Bids for Law Enforcement Employees Only

- A. Quarterly the University will notify employees of all available shifts and positions. Employees will bid the shift in seniority order, by job classification, in the following order: Corporals and then Officers. No more than one Corporal may bid and work any one shift and Corporals shall not bid for Power Shifts. Employees may not bid for the same shift for more than two (2) consecutive quarters. Bidding will be completed six (6) weeks prior to the beginning of the quarter.

- B. For the purposes of this section, seniority is defined as:
1. Employee's length of continuous service in their current position and/or rank;
 2. Ties will be broken by the employees length of continuous service as a commissioned law enforcement officer with the WWU Campus Police;
 3. 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.
- C. 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).
- D. 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.

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 his or her unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the 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 Law Enforcement 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.

7.10 Overtime-Exempt Employees

Overtime-exempt employees are not covered by federal or state overtime laws. Compensation is based on the premise that overtime-exempt employees are expected to work as many hours as necessary to provide the public services for which they were hired. These employees are accountable for their work product, and for meeting the objectives of the university or college/district for which they work. The Employer's policy for all overtime-exempt employees is as follows:

- A. The Employer determines the products, services, and standards which must be met by overtime-exempt employees.
- B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. Full-time overtime-exempt employees are expected to work a minimum of forty (40) hours in a workweek and part-time overtime-exempt employees are expected to work proportionate hours. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.
- C. The salary paid to overtime-exempt employees is full compensation for all hours worked.

- D. Overtime-exempt employees are not authorized to receive any form of overtime compensation, formal or informal.
- E. The appointing authority or his or her designee may approve overtime-exempt employee absences with pay for extraordinary or excessive hours worked, without charging leave.
- F. If they give notification and receive the Employer's concurrence, overtime-exempt employees may alter their work hours. Employees are responsible for keeping management apprised of their schedules and their whereabouts.

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 his or her 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 he or she was qualified, the employee will be offered the next available overtime opportunity for which he or she is 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 his or her 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 his or her compensatory time with seven (7) calendar days' notice.
- D. All compensatory time in excess of sixty (60) 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 his or her schedule. The employee's compensatory time balance in excess of sixty (60) 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.
- E. Campus Police 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 his or her 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 his or her 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 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 being oriented for not more than fifteen (15) 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.

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
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
The day immediately after Thanksgiving	
Christmas Day	December 25
Personal Holiday	To be used between the end of Fall Quarter and the beginning of Winter Quarter
Winter Break	

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:

- 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 pay 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 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.
- 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 his or her personal holiday has been denied or canceled. The employee will attempt to reschedule his or her personal holiday during the balance of the calendar year. If he or she is unable to reschedule the day, it will be carried over to the next calendar year.
 - D. Personal holidays are pro-rated for less than full-time employees.
 - 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. Any remaining portions of a personal holiday must be taken as one (1) occurrence, not to exceed the work shift on the day of the absence.
 - 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, RCW 49.76.

Any remaining portions of a personal holiday must be taken as one (1) occurrence, not to exceed the work shift on the day of the absence.
 - H. The Employer may allow an employee who has used all of his or her 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 his or her sick leave may use all of a personal holiday for sick leave purposes as provided in Article 12.2 B – H.

10.5 Winter Holiday

- 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 Winter Break Day may not be donated to Shared Leave.
- D. Upon request, an employee will be approved to use part or all of his or her Winter Break day during the period that the employee is eligible for the Winter Break Day when the employee qualifies 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**

After six (6) months of continuous state employment, employees will be credited with vacation leave they accrued during the previous six (6) continuous calendar months, according to the rate schedule and vacation leave accrual below. Thereafter, 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 rate and conditions set forth below under the following conditions:

Full Years of Service	Monthly Accrual Rate	Yearly Accrual Rate In Days
During 1st year of continuous state employment	8 hours	12
During 2nd year of continuous state employment	8 hours, 40 minutes	13
During 3rd and 4th year of continuous state employment	9 hours, 20 minutes	14
During 5th and 6th years of total state employment	10 hours	15
During 7th and 8th year of total state employment	10 hours, 40 minutes	16
During the 9th year of total state employment	11 hours, 20 minutes	17
During the 10th year of total state employment	12 hours	18
During the 11th year of total state employment	12 hours, 40 minutes	19
During the 12th year of total state employment	13 hours, 20 minutes	20
During the 13th year of total state employment	14 hours	21
During the 14th years of total state employment	14 hours, 40 minutes	22
During the 15 th year of total state employment	15 hours, 20 minutes	23
During 16 th and succeeding years of total state employment	16 hours	24

- B. Employees working less than full-time schedules will accrue vacation leave on the same proportional basis that their appointment bears to a full-time appointment.
- 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 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.

11.5 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 he or she 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.

11.6 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.

11.7 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.

11.8 Domestic Violence Leave

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

11.9 Use of Vacation Leave for Sick Leave Purposes

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

11.10 Emergency Childcare

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

11.11 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, the employee may be reimbursed by the Employer.

11.12 Vacation Leave Maximum

Employees may accumulate maximum vacation leave balances not to exceed two hundred and forty (240) hours. 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 his or her 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.

11.13 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 12 SICK LEAVE

12.1 Sick Leave Accrual

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

- A. Employees working less than a full-time schedule will accrue sick leave credit on the same proportional basis that their employment schedule bears to a full-time schedule.
- B. Sick leave credit will not accrue for employees during leave without pay which exceeds ten (10) working days in any calendar month.
- 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

Sick leave will be charged in one-tenth (1/10) of an hour increments and may be used for the following reasons:

- A. A personal illness, injury or medical disability that prevents the employee from performing his or her job, or personal medical or dental appointments.
- B. Care of family members as required by the Family Care Act, RCW 49.12.265 et seq., and WAC 296-130.
- C. 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.
- D. Childcare emergencies after the employee has exhausted all of his or her accrued compensatory time.
- E. To care for a child under the age of eighteen (18) with a health condition that requires treatment or supervision, or to make arrangements for extended care.
- F. Illness or preventive health care appointments of relatives, significant others and domestic partners when the presence of the employee is required.
- G. Leave for Military Family Leave as required by RCW 49.77 and in accordance with Article 19.13.
- H. Leave for Domestic Violence Leave as required by RCW 49.76.

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 his or her 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. An employee who has used all of his or her sick leave may use compensatory time, vacation leave or all of a personal holiday for sick leave purposes as provided in Article 12.2 B – H.

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.

12.5 Sick Leave Reporting and Verification

An employee must promptly notify his or her supervisor on his or her 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 he or she is absent, he or she will notify his or her supervisor at least two (2) hours prior to his or her scheduled time to report to work (excluding leave taken in accordance with the Domestic Violence Act). If 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 his or her 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 his or her accrued sick leave, if:

- A. His or her 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 his or her previous calendar year sick leave balance below four hundred eighty (480) hours; and
- C. The employee notifies his or her payroll office by January 31st that he or she 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 his or her compensable sick leave balance on a one (1) hour for four (4) hours basis. 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. If an employee is reemployed after retiring from state service, when the employee subsequently retires 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 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 one college to another, without a break in service, the employee's accrued sick leave will be transferred to the new college for the employee's use.

ARTICLE 13 SHARED LEAVE

13.1 Shared Leave

The purpose of the leave sharing program is to permit state employees, at no significantly increased cost to the State, of providing 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 his or her 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 limited to the employee's spouse, child, stepchild, grandchild, grandparent, parent, or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030.
- 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.

13.2 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 his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services; 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 his or her:
 - 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 his or her 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 his or her 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 his or her 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 his or her 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. An employee who uses leave that is transferred under this Section will not be required to repay the value of the leave that he or she 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 his or her 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 and the Washington State Family Leave Act of 2006

(WFLA), 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 in accordance with the WFLA 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 his or her 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 his or her 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 and WFLA.

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 or regarding WFLA with the Washington State Department of Labor and Industries.

ARTICLE 16 WORK-RELATED INJURY OR ILLNESS

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 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, 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 him or her for his or her 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 his or her work shift, the employee will call his or her 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 he or she:

- 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 three (3) 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 less than full-time employees.
- E. The pay for a full-time employee's personal leave day is eight (8) hours.

- F. Upon request, an employee will be approved to use part or all of his or her 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. 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 he/she reasonably believes creates an immediate threat of death or serious injury shall immediately notify his/her 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 and provide the required safety devices, personal protective equipment and apparel, which employees will wear and/or use. 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, TOOLS AND EQUIPMENT**

21.1 Uniforms

The University may require employees to wear uniforms, specialized clothing, or specialized footwear. Where required, the University will determine and provide the uniform, specialized clothing, or specialized footwear or provide an equivalent clothing allowance. The University will repair or replace Employer provided uniforms, specialized clothing, or specialized footwear if damaged or worn out beyond usefulness in the normal course of business. The University will continue its current practices regarding the cleaning of required uniforms and specialized clothing and footwear. The University will continue its current practice of providing rain/foul weather gear. The University will provide a \$75 per fiscal year allowance for specialized footwear for uniformed law enforcement officers.

21.2 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.

21.3 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 or 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 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 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 – 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.

22.5 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 or 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 or 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 controlled substance and/or alcohol use;
 - 2. Evidence or observation of 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 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 controlled substances/alcohol and verified by another trained supervisor or manager.

22.6 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 C, above.

22.7 Testing

Employees must submit to alcohol and/or 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 an employee is referred for testing, he or she 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 controlled substance or alcohol test result may request an independent test of his or her 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 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.

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 controlled substances and/or alcohol; and
- D. Rehabilitation services available.

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.
- 24.3** Employees will continue to be eligible to park in designated college parking areas in accordance with Employer policies. During the term of this Agreement, parking rates charged to employees will not be increased by a percentage more than that of any general wage increase. 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.
- 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** 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.
- 24.7** 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 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 his or her 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 his or her 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 his or her 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 his or her ability to perform assigned duties to the Human Resources Office within twenty-four (24) hours or prior to his or her 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 his or her right to union representation prior to being subject to disciplinary action.

29.5 The Employer has the authority to conduct investigations.

- 29.6** 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 his or her 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** An employee placed on an alternate assignment during an investigation will not be prohibited from contacting his or her 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 his or her 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 his or her 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 his or her 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 his or her 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 his or her 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 his or her representative.
- 33.3** An employee may insert a reasonable amount of job-related material in his or her personnel file that reflects favorably on his or her job performance. An employee may provide a written rebuttal to any information in the files that he or she considers 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**
- 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 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** An employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position 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 he or she qualifies, 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 his or her 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** 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 his or her 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 his or her 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. All employees covered by this Agreement in bargaining units A, B, and E; and
 2. Project employment.

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 his or her 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 his or her 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 his or her 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 his or her 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 his or her 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 his or her 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 his or her salary for the days that he or she 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
An employee who accepts another position with his or her current salary range will retain his or her current salary.
- B. Lower Salary Level
An employee who accepts another position with a lower salary range will be paid an amount equal to his or her current salary, provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at 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 an employee to complete a six (6) month transition review period when the employee accepts a layoff option to a job classification in which he or she has not held permanent status or has 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 his or her eligibility expires or he or she has 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 his or her 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 his or her 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 Director of the Labor Relations Office at the Office of Financial Management, with a copy to the Employer, 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. 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 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 39 SENIORITY

39.1 Definition

A. Seniority for classified employees will be defined as the employee's length of unbroken classified service.

B. Adjustments

1. 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:

- a. Military leave;
- b. Compensable work-related injury or illness leave;
- c. Governmental service leave;
- d. Reducing the effects of layoff;
- e. Cyclic employment leave;
- f. Union activities in accordance with Article 40.8 and 40.12;

- g. Temporary employment with the Union in accordance with Article 40.9 and 40.11;
 - h. Formal contract negotiations in accordance with RCW 41.80; and/or
 - i. 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.

39.4 Application

This Article will apply prospectively. Employees will retain their current seniority date.

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 his or her 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 may have access to the University's 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. 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 his or her 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 he or she is responsible. The Union will maintain the list. The Employer will not recognize an employee as a union steward or officer if his or her 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 his or her work time.

C. Notification

The union steward or officer will request approval from his or her supervisor before attending any meeting or hearing during his or her 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 his or her 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 his or her 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 an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if he or she appears during his or her work time, providing the testimony given is related to his or her job function or involves matters he or she has 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 his or her 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 his or her ability to accomplish his or her 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 his or her 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; and
 6. Not compromise the security or integrity of state information or software.
 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 his or her 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 his or her 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 his or her 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 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.

40.10 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.

40.11 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 his or her 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 his or her leave balances will not exceed his or her 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, his or her leave balances will not exceed his or her 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. 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.

40.12 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 his or her 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
DUES/FEES DEDUCTION AND STATUS REPORTS

41.1 Union Dues/Fees

- A. When an employee provides written authorization to the Employer, the Union has the right to have deducted from the employee's salary, an amount equal to the fees or dues required to be a member of the Union. The Employer will provide payments for all said 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 and/or fees, the Union will provide notice to the Employer and the Center for Information Services, with a copy to the Office of Financial Management, Labor Relations, of the percentage and maximum dues and/or fees to be deducted from the employee's salary.

41.2 Notification to Employees

The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive recognition and the union security provision. The Employer will furnish the employees appointed into bargaining unit positions with a Payroll deduction authorization form.

41.3 Union Security

All employees covered by this Agreement will, as a condition of employment, either become members of the Union and pay membership dues or, as non-members, pay a fee as described in A, B, and C below no later than the 30th day following the effective date of this Agreement or the beginning of their employment.

- A. Employees who choose not to become union members must pay to the Union, no later than the 30th day following the beginning of employment, an agency shop fee equal to the amount required to be a member in good standing of the Union.
- B. An employee who does not join the Union based on bona fide religious tenets, or teachings of a church or religious body of which he or she is a member, will make payments to the Union that are equal to its membership dues, less monthly union insurance premiums, if any. These payments will be used for purposes within the program of the Union that are in harmony with the employee's conscience. Such employees will not be members of the Union, but are entitled to all of the representational rights of union members.
- C. The Union will establish a procedure that any employee who makes a request may pay a representation fee equal to a pro rata share of the full membership fee that is related to expenditures for collective bargaining, contract administration and the pursuit of matters affecting wages, hours and other conditions of employment, rather than the full membership fee.

D. If an employee fails to meet the union security provisions outlined above, the Union may notify the Employer. If the Union notifies the Employer, the Union will inform the employee that his or her employment may be terminated. Once the Employer is notified and has verified an employee's failure to meet the union security provisions, the Employer may terminate the employee.

41.4 The Employer agrees to deduct the membership dues, agency shop fee, non-association fee, or representation fee 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.

41.5 Dues/Fees Cancellation

An employee may cancel his or her payroll deduction of dues/fees by written notice to the Employer and the Union. If possible, the cancellation may become effective on the first payroll, but will become effective no later than the second payroll after receipt of the notice. However, the cancellation may cause the employee to be terminated, subject to Section 41.3.D, above.

41.6 Voluntary Deduction

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

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.

41.7 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. Employment status;
11. Classification code and title;
12. Shift premium indicator;
13. Pay period earnings (total salary from which union dues/fees are calculated);
14. Seniority date;
15. Original hire date;
16. Current hire date;
17. Membership status;
18. Bargaining unit code and title; and
19. Position number.

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/fees 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.

41.8 Indemnification

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

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 his or her position have changed, or that his or her 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 he or she possesses 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, he or she 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 his or her 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 his or her 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 his or her current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the salary he or she was receiving prior to the reallocation downward, until such time as the employee vacates the position or his or her salary falls within the new salary range.

ARTICLE 43 COMPENSATION

Western Washington University remains a premier, publically purposed university because of the talent, commitment and dedication of each of its employees. In recent years, as our nation's and our state's economies have faced challenges, there have been no increases in the state salary schedules for classified employees.

In spring of 2014, Washington State released its 2014 Total Compensation Survey. The survey results indicated that the wages paid to the great majority of general government, classified, represented employees are below market; in many instances, wages were determined to be twenty-five (25) percent or more below market.

State Total Compensation Salary Surveys have not been funded by the State over the past three bienniums. Even so, Western's classified employees continue to provide their support services at the highest level.

In 2014, in an attempt to address the wage concerns of Western's lowest paid employees, those whose positions are paid below \$15.00/hour, Western raised the compensation floor for all non-probationary, classified employees whose positions are assigned pay range thirty-six (36) or below. This action increased base pay (in some cases significantly) for over sixty (60) classified

employees represented by a WFSE bargaining unit. The Union and University agree this commitment will go forward in this 2015-2017 collective bargaining agreement.

In the previous contract in the face of no general salary increases, the University and the Union also agreed to one-time lump sum payments to classified employees in each year covered by the 2013-2015 collective bargaining agreement. Both parties recognize that this action does not fundamentally change the wage structure for University classified employees and does not adequately address classified staff compensation.

Employee compensation continues to be the top legislative priority of Western and the Union. Both the University and the Union commit to working to ensure our state's executive and legislative branches of government understand the urgent need to adjust the wages of our employees in the state budget. The University commits to continue to vigorously pursue the message that wage adjustments for our classified employees must be a state budget priority for the 2015-2017 biennium.

43.1 General Wage Increases

- A. Effective July 1, 2015, all salary ranges and steps of the State Salary Schedule in effect on June 30, 2015, will be increased by 3% if fully funded by the State of Washington.
- B. Effective July 1, 2016, all salary ranges and steps of the State Salary Schedule in effect on June 30, 2016, will be increased by 1.8% if fully funded by the State of Washington.
- C. If the State does not raise the salary ranges and steps of the State Salary Schedule by at least 3% on July 1, 2015 and by an additional 1.8% on July 1, 2016, the parties agree to a compensation reopener upon the adoption of the State's 2015-2017 biennial budget.
- D. Should classified general state government employees receive compensation at a higher level than that agreed upon by the University and WFSE, represented employees will receive the same.
- E. Should classified employees represented by the Public School Employees (PSE) of Western Washington University receive compensation at a higher level than that agreed upon by the University and WFSE, WFSE represented employees will receive the same.

43.2 Pay Range Assignments

- A. Effective July 1, 2015, each classification represented by the Union will continue to be assigned to the same salary range of the "Washington State General Service Salary Schedule Effective July 1, 2008 through June 30, 2009" that it was assigned on June 30, 2015. Effective July 1, 2015, each employee will continue to be assigned to the same range and step of the State General Service Salary Schedule that he or she was assigned on June 30, 2015.

- B. If an employee is currently at Step L of a salary range of the Washington State General Service Salary Schedule, the employee will progress to Step M of that same salary range six (6) years from the date they were advanced or appointed to Step L.

43.3 Recruitment or Retention – Compression or Inversion – Increased Duties and Responsibilities – Inequities

Effective July 1, 2015, targeted job classifications will be assigned to a higher salary range due to documented recruitment or retention difficulties, compression or reversion, increased duties and responsibilities or inequities. Appendix A identifies the impacted job classifications and the salary range for which it will be assigned.

43.4 “SP” Pay Range Assignments

- A. Effective July 1, 2015, each classification represented by the Union will continue to be assigned to the same salary range of the “SP Pay Range Washington State Salary Schedule Effective July 1, 2008 through June 30, 2009” that it was assigned on June 30, 2015. Effective July 1, 2015, each employee will continue to be assigned to the same range and step of the SP Pay Range State Salary Schedule that he or she was assigned on June 30, 2015.
- B. If an employee is currently at Step L of a salary range of the Washington State SP Range Salary Schedule, the employee will progress to Step M of that same salary range six (6) years from the date they were advanced or appointed to Step L.
- C. To reflect Western’s and WFSE’s shared values, the base salary for represented permanent employees, following successful completion of probation, will be as follows:

Range	Step	Hourly Rate
25	L	13.94
26	L	14.26
27	L	14.61
28	L	14.93
29	K	14.93
30	J	14.93
31	I	14.93
32	H	14.93
33	G	14.93
34	F	14.93
35	E	14.93
36	D	14.93

1. Probationary employees will be placed two (2) steps below the salary range steps listed above and will move to the range/steps listed above upon successful completion of probation.
2. Should any of the hourly rates be increased by the State of Washington on the General Service Salary Schedule for Represented Employees above those listed above, the above rates would also be adjusted to match the General Service Salary Schedule.

43.5 Salary Survey to 25% of Prevailing Rate

Effective July 1, 2015, salaries for classifications found to be more than ten (10) pay ranges behind the market rate, in accordance with the Department of Personnel's 2014 Total Compensation Salary Survey, will be brought to within ten (10) pay ranges of the market rate. This provision will be implemented only to the extent such salary range adjustments are fully funded by the State.

43.6 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 C. The increase will become effective on the first day the employee is assigned the higher-level duties.

Temporary duty assignments detailed above are excluded from the position review process in Article 42, Section 42.2.

43.7 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.

43.8 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 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.

43.9 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.
- C. Recruitment, Retention, Other Business Needs or Geographic Adjustments
The University may authorize more than the step increases specified in Subsections A and B, above, when there are recruitment, retention, or other business needs, as well as when an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work. Such an increase may not result in a salary greater than the range maximum.

43.10 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.

43.11 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 his or her 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.

43.12 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.

43.13 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 his or her current base salary.

43.14 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.

43.15 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 43.7, above.

43.16 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.

43.17 Callback

When an overtime-eligible employee's shift has ended and the employee is called to return to work outside of his or her regularly scheduled hours to handle emergency situations that could not be anticipated, he or she 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.

43.18 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.

43.19 Salary Overpayment Recovery

A. When the University has determined that an employee has been overpaid wages, the University will provide written notice, via certified mail, 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; or
3. 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 28 of this Agreement.

43.20 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. In addition to the special pay referenced below, the current special pay practices at the University will continue.

43.21 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#
Asbestos Workers (Certified)		4 ranges	20
Dual Language Requirement		2 ranges	18

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 #20: Basic salary plus four (4) ranges for certified asbestos workers while they are required to wear and change into or out of full-body protective clothing and pressurized respirator.

43.22 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.

43.23 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.

43.24 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.

43.25 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 2013-2015 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.

43.26 Signing Payment

WFSE represented employees, employed at time of the 2015-2017 contract ratification by WFSE membership, who are active employees on July 1, 2015, will receive a Signing Payment of \$250 per employee. This payment will be included in employees' regular paycheck distributed on or near July 25, 2015.

**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 any employee the right to strike or refuse to perform his or her official duties.
- 48.2** Any action of an employee in refusing to cross, for his or 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 he/she is 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.
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 his or her designee. If the Union does not request negotiations within twenty-one (21) calendar days, the Employer may purchase services without bargaining.

ARTICLE 50 INCLEMENT WEATHER

- 50.1** Bargaining unit employees who are unable to report to work because of inclement weather may charge the time to vacation, personal holiday, accrued compensatory time, or leave without pay.
- 50.2** 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.
- 50.3** Employees reporting to work less than two (2) hours late and/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 their accrued leave time reduced for such late arrival/early departure.

ARTICLE 51 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 52 ENTIRE AGREEMENT

- 52.1** 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.

- 52.2** With regard to WAC 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.
- 52.3** This Agreement supersedes specific provisions of University policies with which it conflicts.
- 52.4** 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 53 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 54 PRINTING OF AGREEMENT

- 54.1** The University and Union will share the initial cost of printing 200 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.
- 54.2** The University will provide the Union with an electronic copy of the Agreement.
- 54.3** The University will post the Agreement electronically on the University website by July 1, 2015 or thirty (30) days after legislative approval, whichever is later.

ARTICLE 55 TERM OF AGREEMENT

- 55.1** All provisions of this Agreement will become effective July 1, 2015, and will remain in full force and effect through June 30, 2017; 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.

- 55.2** Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2016 and no later than January 31, 2016. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

APPENDIX A

Reference from **Article 43.3 Recruitment or Retention – Compression or Inversion – Increased Duties and Responsibilities – Inequities**

Contracts Assistant

Forms and Records Analyst 2

Stationary Engineer 2

Stationary Engineer 4

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

Executed this 1st day of October, 2014.

For Washington Federation of State Employees:

/s/ _____
Tam Tocher, Labor Advocate

For Western Washington University:

/s/ _____
Chyerl Wolfe-Lee,
Assistant Vice President for Human Resources