

**AGREEMENT BETWEEN
WESTERN WASHINGTON UNIVERSITY**

AND

**WASHINGTON FEDERATION OF STATE EMPLOYEES,
COUNCIL NO. 28 OF THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

BARGAINING UNIT B

JULY 1, 2005 TO JUNE 30, 2007

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PREAMBLE

This Agreement is entered into between the Board of Trustees of Western Washington University (the “University”) and the Washington Federation of State Employees, Council No. 28 of the American Federation of State, County and Municipal Employees, AFL-CIO (the “Federation”). The purpose of this Agreement is the promotion of harmonious relations between the parties, the establishment of a prompt and equitable procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 – RECOGNITION

- 1.1 The University recognizes the Federation as the exclusive bargaining representative for those employees working more than one thousand fifty (1050) hours in any twelve (12) consecutive month period in the classifications listed in Appendix A, including any such employees working in locations other than the Bellingham main campus, and excluding management, supervisory and confidential employees as defined by RCW 41.80.
- 1.2 The Employer agrees not to enter into any agreement or contract with the employee, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE 2 – NON-DISCRIMINATION

- 2.1 The parties will cooperate in the implementation of the University’s affirmative action programs and cooperate with other governmental agencies in fulfilling both the University mission and the parties’ mutual legal and moral obligation to provide equal employment opportunity.
- 2.2 The parties will not engage in any act or practice, or pursue any policy which results directly or indirectly in coercion or discrimination against any employee because of age, sex, national origin, race, color, creed, religion, sensory, mental or physical disability, sexual orientation, marital status or union membership.
- 2.3 The parties will abide by State and Federal requirements related to affirmative action and non-discrimination.

ARTICLE 3 – UNION SECURITY/PAYROLL DEDUCTION

- 3.1 Subject to the provisions of this Article, employees who are members of the Federation as of the effective date of this Agreement shall remain members in good standing for the term of the Agreement. Any employee hired after the effective date of this Agreement shall, within thirty (30) days of hire, become and remain a member of the Federation or assert their right of non-association based on bona fide religious tenets.

- 3.2 The University will inform all employees hired in a position included in the Bargaining Unit of the Federation's exclusive recognition, the provisions of this Article, and the effects of a failure to meet those obligations.
- 3.3 At the time of hire or appointment in the bargaining unit, the University will make available a printed copy of this Agreement and a payroll deduction form for membership dues or representation fee to each employee.
- 3.4 Compliance. In the event an employee fails to meet the requirements set forth in Section 31.1, the Federation shall request that the University dismiss the employee for non-compliance. The University will give twenty (20) days notice of termination to the effected employee. If the employee has not authorized payroll deduction of Federation dues or the representation fee and made arrangements to pay any back fees owing by the end of the twenty (20) days, the employee will be terminated.
- 3.5 The University shall make deductions from the pay of employees for regular Federation dues and representation fees, as identified by the Federation upon written authorization by the employee. Payroll deduction authorization cards submitted to Human Resources prior to the first cut-off date for payroll changes shall be recognized as effective for that month. Those received after the first cut-off date shall be effective the first day of the following month. The Federation shall notify the University at least thirty (30) days in advance of any changes in its fees.
- 3.6 The University shall 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 4 – MANAGEMENT RIGHTS

- 4.1 The University reserves the right to manage its affairs in accord with its lawful mandate, and retains all management powers and authority recognized by law and not specifically abridged, delegated or modified by the terms of this Agreement.
- 4.2 The sole and exclusive rights of the University include, but are not limited to, the rights to:
 - 4.2.1 Plan, direct and control all operations and services of the University, including its mission, strategic direction, service levels, staffing levels and resource requirements;
 - 4.2.2 Develop, interpret, amend and enforce written policies, procedures, and rules governing the workplace;
 - 4.2.3 Determine the methods, means, and organization by which University operations and services shall be undertaken and accomplished;

- 4.2.4 Discipline or discharge probationary employees as it deems appropriate, and discipline or discharge employees who have completed probation for cause;
 - 4.2.5 Assign work, schedule the hours of work, alter work schedules, and authorize overtime;
 - 4.2.6 Establish the duties and responsibilities of employees, including the development and alteration of job descriptions;
 - 4.2.7 Establish and implement policies and procedures for evaluating the performance of Employees;
 - 4.2.8 Plan and implement any reductions in force, including the identification of the specific position(s) or job classifications affected by a reduction in force;
 - 4.2.9 Recruit, hire and promote employees based on standards established by the University;
 - 4.2.10 Determine the need for additional training, and assign employees to complete any such training; and
 - 4.2.11 Perform all other functions not expressly limited by this Agreement.
- 4.3 Except limited by this Article and as established in this Agreement, the parties acknowledge their obligation to bargain regarding matters affecting wages, hours and working conditions as permitted by RCW 41.80.020.

ARTICLE 5 – EMPLOYEE RIGHTS

- 5.1 Liability Protection. Whenever an action or proceeding for damages is filed against any Bargaining Unit employee arising from his/her act or omission while performing his/her official duties, such employee(s) may request that the Attorney General defend the action or proceeding at the expense of the state. If the Attorney General determines that the employee was acting in good faith and within the course of his or her official duties, the Attorney General will defend the employee. If the body presiding over the action determines that the employee was acting within the scope of his or her official duties and enters a judgment against the employee, the judgment will be satisfied by the state.
- 5.2 Right to Representation. Employees will have the right to Federation representation on matters adversely affecting conditions of employment including grievances, disciplinary investigations, and pre-disciplinary meetings. An employee may speak to a steward as long as it does not disrupt work operations. If the conversation will take more than fifteen minutes they must have the permission of their supervisor.

5.3 Outside Activities.

5.3.1 Outside employment is permissible if it does not interfere, compete, or conflict with University interests and provided it does not hinder the employee's ability to meet the responsibilities and demands of his or her University-required work. The employee must notify his or her supervisor and/or Human Resources of his/her outside employment and complete the Outside Employment Information form. If the outside employment is not approved, or if a change in circumstances requires that a prior approval be revoked, the University will notify the employee of the reasons for its determination. Refusal to comply with a request for discontinue outside employment may result in termination of employment.

5.3.2 The private and personal life activities of employees will not be cause for disciplinary action (reprimand, suspensions, reduction, demotions, dismissal) initiated by the University unless such activities represent cause for disciplinary action in accord with Article 36 – Discipline and Discharge.

5.4 Use of Internet. Where an employee's workstation has Internet access, the University will allow the employee to use the Internet for personal business during meal periods or breaks in accordance with the Using University Resources Policy.

5.5 No Retaliation. Employees will not suffer retaliation or other adverse job action for making a good faith report of harassment, discrimination or workplace violence. Where the University determines that such a complaint has merit, it will consider the employee's desires in determining appropriate remedial or corrective measures.

5.6 Accommodation of Religious Beliefs. The University will consider accommodations requested by employees because of their religious beliefs, and will provide such accommodations when there is no more than a nominal cost to the University, the accommodation does not impair operations or disadvantage other employees, or the accommodation is otherwise required by applicable law.

ARTICLE 6 – UNION ACTIVITY

6.1 The University agrees to allow employees time off with no loss in pay or benefits for the following circumstances:

6.1.1 Federation designated Shop stewards, including the three (3) member coordinating grievance committee of the bargaining unit, shall be allowed a reasonable amount of time off during working hours without loss of pay to investigate, process, and assist in the resolution of employee grievances. If the time required appears unreasonable, it

shall be considered a proper subject for a Joint Labor/Management committee meeting.

- 6.1.2 Executive Board members of Local 1381 to attend Union-sponsored programs of education and training in the administration of the Agreement, PERC rules and regulations, the Classification system, Civil Service Law, and to fulfill the requirements of their office. It is the responsibility of the Executive Board members to give their immediate supervisor as much notice as possible before leaving their workstation.
- 6.1.3 For negotiation of future bargaining agreements, to a maximum of twenty (20) employee days or such number of employee days therein as may be required to conclude negotiations; plus an additional meeting for signing the contract
- 6.1.4 To participate as an elected or appointed member to University committees or councils.
- 6.2 Employees elected as delegates/alternates to the biennial WFSE State Convention, the AFSCME International Convention, or the Washington State Labor Council Convention, will be allowed Leave without pay to attend, provided that this time off does not interfere with operational needs. If the absence is approved, the employees may use compensatory time, vacation, personal days or personal holidays. The employee will make requests for leave in writing fifteen (15) calendar days in advance of leave, stating the expected duration.
- 6.3 Employees will be allowed to attend Local Union meetings if they occur on work time. The employee will make requests to attend (2) working days in advance, stating the expected duration. Generally, Local meetings will be conducted after 5:00 p.m.
- 6.4 Identification of Officers and Stewards. Within thirty (30) calendar days from the effective date of this Agreement, the Union shall provide the University with a written list of its current officers and the stewards for the bargaining unit. The Union shall provide written notice to the University of any changes to the list of officers or stewards. The University shall not recognize an employee as an officer or steward if his or her name does not appear on the list.
- 6.5 Employees elected to the office of Local Union President or Bargaining Unit Representative, or their designee will be allowed use of work time to perform representational duties during the period of time they hold office.
- 6.6 The University will allow the same access to all public bulletin boards and electronic bulletin boards to the Federation as any other group on campus.
- 6.7 The President and Bargaining Unit Representatives of local 1381 will be permitted to use the University's communication systems, including Campus Mail

- Services email, to communicate, as needed with all bargaining unit employees about matters concerning the administration of the contract or collective bargaining in accordance with the established mail distribution policies and procedures of WWU. The University further grants to WFSE Bargaining Units the use of campus duplicating services, including self-operated machines, at the rate charged other campus users.
- 6.8 The University will continue to rent the Union office space at a nominal charge. Such space will include, but is not limited to, heat, telephone and computer access, as well as access to bathroom facilities.
- 6.9 The University will encourage the Campus community to use the WWU print plant or other union print shop.
- 6.10 Staff Representatives of WFSE will have access to the premises. The University will provide WFSE representatives Intra- and Internet access to obtain current policies and procedures and employee contact information (on-line phone directories).

ARTICLE 7 – EMPLOYEE STATUS REPORTS

- 7.1 The University will provide to the Federation, on a monthly basis, the following information on all employees in the bargaining unit:
- 7.1.1 Employee ID number, name, home address and/or mailing address and telephone number, agency code, organization, work location, mail stop and phone number, employment status, classification code and title, shift differential indicator, semi-monthly salary, seniority date, original hire date, current hire date, membership status, bargaining unit code and title, and position number.
- 7.1.2 This information will be transmitted to the Federation at its official headquarters via an electronic format mutually agreed to by the parties.
- 7.2 The University will provide to the Federation, on a monthly basis, the names and addresses of all employees who are no longer paying dues or a representative fee and the reason why, *e.g.*, promoted/transferred out of the bargaining unit, leave without pay, seasonal or cyclic employee, resigned, terminated, retired, etc. This information will be transmitted to the Federation at its official headquarters via an electronic format mutually agreed to by the parties.
- 7.3 The University will provide the Federation with the names and home addresses of all bargaining unit employees who have retired from the University within ninety (90) days of the signing of this Agreement. After the initial listing, the University will provide the Federation, on a monthly basis or on some other mutually agreed-upon schedule, the names and addresses of every bargaining unit employee who has retired during that period.

ARTICLE 8 – CONTRACTING

8.1 Contracting for Public Works. In accordance with RCW 28.10.350, when the University plans work involving the building construction, renovation, remodel or demolition, other than maintenance or repairs, and the cost of such work exceeds thirty-five thousand dollars (\$35,000), the University will solicit public bids for performance of the work or select a contractor to perform the work from a small works roster. In determining whether work will be performed with University staff or submitted for public bid, all estimated projects (as opposed to time and materials projects, which will be performed by University employees), will be scoped and estimated by the Planning Design and Construction Administration. Once scoped and estimated, the University will make the decision to perform the work with University employees or submit the work for bid/select a contractor from a small works roster based on consideration of the following:

8.1.1 Does the Facilities Management Department have available work force to execute the project within a reasonable period?

8.1.2 Does the Facilities Management Department have the technical knowledge and capability to execute the project to a professional standard?

8.1.3 Is the labor and materials component of the cost of construction in the preliminary estimate less than thirty-five thousand dollars (\$35,000)?

8.1.4 Is the project primarily classified as maintenance or repair?

8.1.5 Does the project require unique sensitivity and responsiveness to accommodate variable constraints with regard to access, noise, dust, or other disruptive environmental factors impacting the University's learning environment?

8.2 Contracting for Services Other Than Public Works. The University may contract for services historically performed by employees only as permitted by RCW 41.06.142 and WAC 236-51, and as authorized by applicable law existing prior to July 1, 2005.

ARTICLE 9 – LABOR-MANAGEMENT COMMUNICATION COMMITTEE

9.1 Purpose and Scope of Authority. The University and the Federation will maintain a Labor-Management Communication Committee to provide a forum for communication between the parties and to promote constructive labor-management relations. Committee meetings will be used for discussions only; the committee shall have no authority to conduct any negotiations or modify the provisions of this Agreement. Pending individual grievances and issues properly subjected to the grievance procedure shall not be discussed in Committee meetings.

- 9.2 Committee Composition. The Labor-Management Communication Committee will consist of up to three (3) bargaining unit employees selected by the Federation, a Federation staff representative, and up to four (4) representatives selected by the University. The Federation will provide the University with the names of employee representatives participating in committee meetings at least fourteen (14) calendar days in advance of the meeting date.
- 9.3 Release Time and Expenses for Committee Meetings. The Employer will release employee representatives for time spent in committee meetings; provided the absence of such employees will not disrupt operations. Employees attending committee meetings during their scheduled work time shall suffer no loss in pay. Time spent by employees attending committee meetings outside their scheduled work time will not be considered time worked and will not result in additional compensation. The parties are responsible for paying any travel or other expenses incurred by their chosen representatives because of their participation in committee meetings, and one-half of any facilities expenses incurred as a result of a committee meeting.
- 9.4 Scheduling of Meetings. Either party may request a meeting of the Labor-Management Communication Committee by sending a written request, including a description of the issue(s) to be addressed, to the other party. To facilitate scheduling, requests sent by the Federation will include a list of the employees it has selected to act as its representatives at the meeting. When requested, a committee meeting will be scheduled at a mutually acceptable time and place. Absent mutual agreement, the committee will not meet more than once per quarter.
- 9.5 Other Communications. Nothing contained in this Article will preclude the parties from discussing issues of mutual concern outside the context of the Labor-Management Communication Committee.

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.1 The Federation and the University encourage problem resolution between employees and management, and are committed to resolving disputes at the earliest opportunity and at the lowest level possible. The procedure set forth in this Article shall be the exclusive means of resolving grievances.
- 10.2 Grievance Defined. A grievance is a dispute between the University and the Federation, an employee, or a group of employees as to the interpretation, application or violation of any terms or provisions of this Agreement.
- 10.3 Election of Remedies. An employee alleging discrimination based on a provision of this Agreement may choose to pursue his or her claim through a lawsuit/administrative claim, or through the grievance process, but may not pursue both options. The filing of a lawsuit/administrative claim, or the pursuit of

a grievance beyond Step 1 of the Grievance Procedure, will constitute an election of remedies and will preclude a subsequent claim based on the same allegations.

- 10.4 Time Limits. Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the Federation, on behalf of the employee(s), fails to act or respond within the specified time limits, the grievance will be considered waived. If the University fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.
- 10.5 Employee Representation. Employees may be represented by the Federation in any meetings scheduled by the University to discuss a pending or threatened grievance.
- 10.6 Informal Discussion. Employees are encouraged to attempt to resolve complaints through informal discussion with their supervisors prior to filing a grievance.
- 10.7 Step 1. Regardless of the status of any informal discussions between an employee and his or her supervisor, the Federation, on behalf of the aggrieved employee(s), shall submit the grievance in writing to the Department Head or designee within twenty-one (21) calendar days of the events giving rise to the grievance. The written statement shall include the facts giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. The Department Head or designee shall respond to the grievance in writing within fourteen (14) calendar days of its receipt.
- 10.8 Step 2. Should Step One fail to resolve the grievance, the Federation shall, within fourteen (14) calendar days after receipt of the Department Head's or designee's response, submit the grievance in writing to the Director, Human Resources. The Director, Human Resources shall respond in writing within fourteen (14) calendar days following receipt of the Federation's grievance.
- 10.9 Step 3. Should Step Two fail to resolve the grievance, the Federation shall within fourteen (14) calendar days after its receipt of the Director, Human Resource's decision give written notice to the University of its intent to submit the grievance to arbitration.
- 10.10 Option of Mediation. Upon mutual agreement, the parties may elect to suspend deadlines on a grievance that has proceeded to Step 3 of the grievance procedure while the matter is submitted to voluntary mediation.
- 10.11 Arbitration. Within fourteen (14) calendar days of the University's receipt of the Federation's request to arbitrate, a representative of the Federation and the Director, Human Resources shall confer and attempt to agree on a neutral arbitrator. If unable to reach agreement, they shall request a list of eleven (11) arbitrators from the American Arbitration Association ("AAA"). The list shall be limited to arbitrators from Washington and/or Oregon.

- 10.11.1 Within fourteen (14) calendar days following the receipt of the list of eligible arbitrators, the parties or their representatives shall meet to select an arbitrator. The parties shall each strike five arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a flip of a coin.
 - 10.11.2 Unless otherwise agreed by the parties, challenges to the arbitrability of a grievance shall be resolved in a proceeding separate from and prior to an arbitration on the merits of the grievance. Within fourteen (14) calendar days following receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Sections 8.11 and 8.11.1 above to select an arbitrator to rule on the merits of the grievance.
 - 10.11.3 The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and his or her power shall be limited to interpretation or application of the express terms of this Agreement.
 - 10.11.4 The Arbitrator shall issue written decision to the parties within thirty (30) days of the close of the hearing or the submission of post-hearing briefs, whichever is later. The decision shall be final, conclusive and binding on the University, the Federation and the employees; provided that the decision does not include action by the arbitrator beyond his or her jurisdiction.
 - 10.11.5 The Arbitrator's award may include back pay to the grievant(s); provided that no such back pay award shall be retroactive to a date earlier than date the grievance was filed. No award shall exceed the actual loss to the grievant, and all awards shall be reduced by any replacement compensation received by the employee.
 - 10.11.6 Each party shall bear its own costs associated with the arbitration, including attorneys' fees. In any grievance challenging discipline issued by the University, including grievances regarding the arbitrability of a grievance over a disciplinary issue, the losing party, as determined by the arbitrator, shall pay the costs of the arbitrator. For all other grievances, the parties shall pay one-half of the costs of the arbitrator.
- 10.12 Removal of Documents. Documents relating to disciplinary actions that are later reversed will be removed from the employee's personnel file within ten (10) days and destroyed or given to the employee.

ARTICLE 11 – HIRING AND APPOINTMENT

- 11.1 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. When filling a vacant position, the University will first consider internal promotional candidates as provided in Article 15 – Open Positions. In the event the position is not filled with a promotional candidate, the University will consider all other candidates who have the skills and abilities to perform the duties of the position being filled, including employees who are requesting a voluntary demotion. If the University decides not to fill a position, the bargaining unit representative will be notified.
- 11.2 Types of Appointment. Appointments may be either full-time or part-time. Full-time and part-time employees may occupy one of the following types of appointments:
- 11.2.1 Regular Employment. The University may fill a position with a regular employment appointment for positions scheduled to work twelve (12) months per year.
- 11.2.2 Cyclic Employment. The University may fill a position with a cyclic appointment if the position is scheduled to work less than twelve (12) full months each year due to known, recurring periods in the academic calendar when the position is not needed, or due to known budgetary constraints.
- (a) Before the start of each academic calendar year, 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 shall not constitute a break in service.
- (b) When additional work is required of a cyclic position during a period for which the position is scheduled for leave without pay, the 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 opportunity to perform the additional work. If the incumbent declines the offer, the University will consider other qualified employees who are in cyclic year leave without pay status who have expressed an interest.
- 11.2.3 Project Employment. The University 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 University will notify the employees, in writing, of the expected ending date of the project employment.

- 11.3 Employee Status. An employee will attain permanent status in a job classification upon his or her successful completion of a probationary or trial service period, as provided in Article 12 – Initial Probation and Trial Service Periods.

ARTICLE 12 – INITIAL PROBATION AND TRIAL SERVICE PERIODS

- 12.1 Upon each employee's initial appointment into a bargaining unit position, the employee will serve a probationary period which allows both the University and the employee to consider the employee's suitability for the position in light of actual job experience. The initial probation period for employees hired into classifications other than campus police officer, the initial probation period will be the first six (6) months of employment. Employees hired as campus police officers will serve an initial probation period of twelve (12) months. The initial probation period will be extended by the cumulative period of any absences exceeding fifteen (15) days, and may be extended by up to six (6) months by mutual agreement between the University and the Federation. Generally, probationary employees will receive at least one (1) performance evaluation during the initial probation period. During the initial probation period, an employee may be terminated or disciplined without recourse to the grievance procedure with one day of notice.
- 12.2 Probationary employees who are terminated may request reconsideration or an exit interview with Human Resources.
- 12.3 Employees who are promoted or transferred at their request to a new job classification in which they have not attained permanent status will serve a trial service period of six (6) months. During the trial service period, an employee may voluntarily or involuntarily return to his or her most recently held position or to a vacant position. The decision of placement shall be at the University's discretion. If involuntarily returned, the University will provide the employee written notice of the reason of the reversion. Employees involuntarily reverted from trial service will have the right to grieve their reversion to step 2 of Article 10, Grievance Procedure. If an employee reverts and no position is available, he/she will be placed on the appropriate RIF list(s).

ARTICLE 13 – SENIORITY

- 13.1 Seniority on Effective Date. As of the effective date of this Agreement, seniority will be based on the employee's date of hire for his or her most recent period of continuous state employment.
- 13.2 Seniority for New Employees. The seniority date for employees hired after the effective date of this Agreement shall be based on the employee's initial date of hire into a bargaining unit position for the most recent period of continuous employment.

13.3 Adjustment of Seniority Dates.

13.3.1 Veterans Preference. Employees who have completed probation and who are veterans or the unmarried widows/widowers of veterans shall have added to their seniority their total active military service (or that of their deceased spouse), not to exceed (5) years. For purposes of this article, the term “veteran” means an employee who left active military service with an honorable discharge, a discharge for physical reasons with an honorable record, or a release from service with evidence of service other than that for which an undesirable, bad conduct or dishonorable discharge is given.

13.3.2 Unpaid Leave. Approved unpaid leave shall not result in a break in service, but will result in adjustment of an employee’s seniority date on a day-for-day basis for each day the employee spends on unpaid leave; except as follows:

- (a) Cyclic employees will not have their seniority dates adjusted because of their regularly scheduled period(s) of unpaid leave.
- (b) Employees who are receiving time loss benefits through workers’ compensation, and who are not augmenting those time loss benefits through use of other paid leave, will not have their seniority date adjusted unless their time in such status exceeds six (6) months.
- (c) Employees will maintain their seniority date during a period of unpaid military leave as required by applicable law.

13.3.3 Layoff. Employees who are recalled to work from a layoff list shall return with the seniority they held at the time of layoff.

13.4 Ties. Ties in seniority will be broken by the following criteria in the following order: length of continuous service in the current job classification; length of continuous service with the University; length of total accumulated time in state service; by lot.

ARTICLE 14 – REDUCTION IN FORCE

14.1 Purpose and Notice. The University may lay off employees when it determines that lack of funds, lack of work, or good faith reorganizations make such an action necessary. In the event that it determines a layoff is necessary, the University will identify the specific position(s) affected by the layoff, and will provide a minimum of thirty (30) days notice to the employee(s) holding positions designated for layoff. During the notice period, employees and the Union may suggest alternatives to the layoff. For purposes of this article, a reduction in the regularly scheduled hours of a position of greater than two-tenths (0.2) FTE will

be considered a layoff, and will permit an affected employee to exercise the rights identified in Section 14.3 below.

14.2 Regular and Cyclic Employee Layoff Rights.

14.2.1 Options In Lieu of Layoff. Regular and cyclic employees who have completed their probationary period and who are designated for layoff shall be given the option to move to one of the following positions in lieu of layoff, if that position is available:

- (a) A position with a comparable appointment percentage in a class in which the employee has held permanent status; or
- (b) A position with a comparable appointment percentage in a lower class in the same series for which the employee is qualified.

14.2.2 Available Positions. A position is available under this section if it is vacant or:

- (a) Held by the least senior person in the classification;
- (b) A position for which the employee designated for layoff meets any special requirements included in the job description

14.2.3 Notification of Option. Employees will be presented, in writing, with an available position into which they may move. Employees shall have three (3) working days in which to notify the Human Resources Department of their intent to accept an option in-lieu of layoff or to request placement on the layoff list. Employees who do not accept an option within three (3) working days will be deemed to have waived all such options, and will be laid off. Following the option period, a written notice of at least fifteen (15) calendar days shall be given prior to layoff or action taken in-lieu of layoff.

Employees may place their name on the temporary pool list.

14.3 Project Employee Layoff Rights. Project employees designated for layoff shall have layoff rights within their project. Options available within the project will be determined using the procedure outlined in Section 14.2.1 .

14.4 Return from Layoff. Layoff lists shall be University wide, by class, with employees ranked according to seniority. The names of permanent employees who have been laid off, or have accepted another appointment in-lieu of layoff (see 14.2.1.b) shall be placed on the layoff list(s) (per 14.2.1.a&b) Employees will be placed on the lists in which they have held permanent status and all lower classifications in these class series.. The most senior RIF candidate for a classification will be placed in an open position as per section 15.1.1 of the Open

Positions article provided the layoff period does not exceed two (2) years from the date the employee's name was placed on the layoff list.

14.5 Benefits Following Recall.

14.5.1 Salary. If an employee accepts a layoff list option the employee's salary at the time of layoff shall be retained provided it does not exceed the top step of the classification.

14.5.2 Sick Leave and Seniority. An employee appointed from a layoff list shall be credited with sick leave and seniority accrued at the time of layoff.

ARTICLE 15 – OPEN POSITIONS

15.1 Internal Applicants for Open Positions. When a bargaining unit position becomes available that the University intends to fill, the University will give first consideration to qualified bargaining unit employees in the order specified below. If the University elects to leave an open position unfilled, the University will notify the Federation of that fact.

15.1.1 Transfers. Employees who wish to transfer to another position within their current job classification may submit to the University's Human Resources Department a University application and resume. When a position becomes available for which there is one or more qualified transfer applicant(s), the University will fill the position with the most senior qualified transfer applicant.

15.1.2 Recall from RIF Lists. In the event there are no qualified transfer applicants for an open position, the University will offer the position to an employee who has a right of recall to the position as provided in the provisions of Article 14—Reduction in Force.

15.1.3 Other Qualified Bargaining Unit Members. After determining that there are no names on the RIF list for an open position, first consideration for vacant bargaining unit positions will be given to qualified bargaining unit employees as provided in Article 15.3.

15.2 Internal Posting of Vacant Positions. Prior to posting or advertising a vacant position outside of the bargaining unit, the University will post job vacancies within the bargaining unit for a period of five (5) work days. The posting will include a description of the work to be performed and the requirements of the position, rate of pay and shift.

15.3 Placement of Qualified Internal Applicants. After the internal posting period, the University will consider the bargaining unit employees who have expressed interest in the order of seniority. Provided one or more of the three (3) most

senior candidates meet(s) the qualifications for the vacant position, the University will fill the vacant position with one of them. A senior employee considered but not hired can request the reasons for non-hire.

- 15.4 External Recruitment. In the event a vacant position is not filled through the process described in Section 15.3, the University may recruit and consider candidates from outside the bargaining unit for the position.
- 15.5 Opportunities for Advancement. The University will continue to provide opportunities for qualified bargaining unit employees to advance themselves.

ARTICLE 16 – CLASSIFICATION SYSTEM

- 16.1 The job classifications included in the bargaining unit are listed in Appendix A. The University will create and maintain specifications describing the minimum qualifications, basic functions and typical job duties of each classification. The University will also create and maintain job descriptions describing the qualifications, essential functions, duties and responsibilities of each position within the classifications.
- 16.2 The University may temporarily assign to an employee duties from a higher job classification for a period not to exceed six (6) months. For the durations of such temporary assignment, the employee shall receive additional compensation equal to five (5) percent of the employee's base wages. In the event an employee is temporarily assigned the full set of duties from a higher job classification, and the lowest step of the pay range for that higher job classification exceeds the employee's base wage by more than five (5) percent, the employee shall be paid at the lowest step of the higher pay range for the duration of the temporary assignment.
- 16.3 Employees may request, or the University may initiate, a review of the duties and responsibilities of a position within a job classification to determine whether the position should be reclassified because of the permanent addition, reduction, or modification of the assignments, responsibilities, and duties of the position. Reclassification decisions shall be made by the Director, Human Resources. A position will be reclassified only if the change in the assignments, duties, and responsibilities is (i) ongoing; (ii) sufficiently significant to warrant a reclassification; (iii) constant for a period of six (6) months prior to the reclassification; and (vi) consistent with University needs and resources. An employee occupying a position reallocated to a class with a lower salary range maximum due to a class being created abolished or modified will retain the salary of their former position, and the employee's pay will be frozen until the new class pay range catches up. An employee occupying a position reallocated to a class with a higher salary range due to a class being created, abolished or modified will receive the same step in the new range as the employee held in the previous range. The periodic increment date of the employee will remain unchanged. In the event

of reallocation the employee shall receive a five (5) percent adjustment to pay or to the base salary of the new range.

- 16.4 In the event that the Director, Human Resources determines that a position is misclassified, the effective date of the reallocation shall be the date the employee requested review of the position. The appointing authority shall have the choice of accepting the new classification or revising the duties of the position to make them consistent with the prior position. If the duties are revised to the prior position, the employee will receive pay for the time the higher level duties were performed but not gain status in the reallocated job classification.
- 16.5 If an employee disagrees with the Director, Human Resources classification determination as a result of a review of his/her position, he or she will have the right to challenge the Director's determination through the grievance process.

ARTICLE 17 – HOURS OF WORK

- 17.1 Workweek/Work Period. Unless otherwise specified for particular employees or groups of employees, the work week for purposes of determining overtime eligibility shall begin at 12:01 a.m. Monday and shall conclude Sunday at 12:00 midnight. Employees will not regularly be scheduled to work more than forty (40) hours in a work week.
- 17.2 Scheduled Employees. Scheduled employees may work one of the following schedules:
- 17.2.1 Regular Work Schedules. The regular work schedule for full-time employees, except for campus police, shall consist of five (5) consecutive and uniformly scheduled days with eight (8) hours of work in a seven (7) day period. Uniformly scheduled means a daily repetition of the same working hours and a weekly repetition of the same working days. The University will determine the starting and ending times and work days based on the requirements of the position and operational need.
- 17.2.2 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 employee request. For full-time employees, alternate schedules will consist of forty (40) hours of work, with at least two (2) consecutive days off, in a seven (7) day period.
- 17.2.3 The University will determine the starting and ending times for campus police officers. Police officers may bid on shifts quarterly, by seniority. Officers may not bid the same shift for more than two consecutive quarters.

17.3 Schedule Changes.

17.3.1 Temporary Schedule Changes. Scheduled employees shall be notified in writing of changes in their work schedules at least seven (7) calendar days in advance. The day that notification is given is considered the first day of notice. Temporary changes to such employees' work schedules may be made within the seven (7) day period either with two (2) calendar days notice to the employee, or because of emergency conditions; provided that in the event a scheduled employee is assigned a temporary schedule change with less than seven (7) calendar days notice for reasons other than the employee's request, the employee shall be given the option to work his or her regular schedule in addition to the modified schedule.

17.3.2 Permanent Schedule Changes. Scheduled employees' work schedules may be permanently changed with fourteen (14) calendar day's prior written notice to the employee. The day notification is given is considered the first day of notice.

17.4 Flexible Schedules. Upon employee request, the University will consider allowing an employee to work a flexible schedule with starting and ending times set by agreement between the employee and his or her supervisor. Employee requests to work a flexible schedule will be granted or denied based on operating needs.

17.5 Meal and Rest Periods.

17.5.1 Employees will receive a minimum of one-half (1/2) hour off, without pay, for a meal during any shift lasting longer than five (5) hours. In the event an employee works more than four (4) hours past the end of his or her shift, the employee will receive another meal period without pay. In the event that an employee's meal period is interrupted by work, the employee will be permitted to complete the unpaid meal period when the work interruption is concluded, or will be paid for the time worked during the meal period.

17.5.2 Lunch periods shall not be considered time worked except for employees in positions who are on call during their entire work shift or those employees who are not relieved of duty during their lunch period.

17.5.3 Employees shall receive a fifteen (15) minute paid rest period for each four (4) hours worked.

17.6 Meals and Rest Periods for Employees Working Straight Shifts. The University and the Federation agree to paid meal periods for employees working straight

shifts that vary from and supersede the paid meal period requirements of WAC 296-126-092.

17.6.1 Campus Police Officers and others 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.

17.6.2 Campus Police Officers and others working straight shifts will be allowed rest periods of fifteen (15) minutes for each one-half shift of four (4) or more hours worked at or near the middle of each one-half 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 half 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.

17.7 Overtime.

17.7.1 Eligibility. All bargaining unit employees are eligible for overtime.

17.7.2 Overtime Computation. Overtime shall be compensated at a rate of one and one-half times the employee's regular rate of pay, which will be calculated as required by applicable law. For purposes of calculating overtime eligibility, all hours spent performing assigned duties, holidays and other paid leave will be considered hours worked; leave without pay, and additional compensation for time worked on a holiday, do not constitute hours worked. There shall be no duplication or pyramiding of overtime.

17.7.3 Overtime Hours. For those employees who are eligible for overtime, the following will constitute overtime:

- (a) All hours worked beyond eight (8) hours in a day for regularly scheduled employees;
- (b) All hours worked beyond forty (40) in a work week;
- (c) All hours worked by non-scheduled employees on their established days off.
- (d) Overtime shall be distributed equally, fairly and consistent with operating requirements. Overtime will not be required of an employee with compelling personal reasons for not performing such work on specific occasions.

- 17.7.4 Overtime Authorization. Working overtime without authorization by the employee's supervisor may result in disciplinary action.
- 17.8 Compensatory Time.
- 17.8.1 Upon request of the employee and with approval of the employee's supervisor, an employee may accrue compensatory time in lieu of receiving overtime pay. Compensatory time shall accrue at the rate of time and one-half for each overtime hour worked.
- 17.8.2 Compensatory time off must be scheduled in advance with the approval of the employee's supervisor. Employees must use compensatory time prior to using vacation leave, unless this would result in the loss of their vacation leave. The University may schedule an employee to use his or her compensatory time with seven (7) calendar days notice.
- 17.8.3 All compensatory time beyond 60 hours of accrual, 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 shall contact the employee to review his or her schedule. The employee's compensatory time balance will be cashed out every June 30th or when the employee separates from the Employer.
- 17.9 Additional Hours for Part-Time Employees. Part-time employees assigned to work hours beyond their regularly scheduled hours will receive additional pay at their regular hourly rate for such hours up to a total of forty (40) hours in a workweek. Hours worked beyond forty (40) in a workweek shall be considered overtime.
- 17.10 Shift Differential. Employees assigned to work a schedule in which the majority of hours worked falls between 5:00 p.m. and 7:00 a.m. shall receive additional compensation of \$0.50 per hour for every hour or portion thereof worked. An employee assigned to a shift that qualifies for shift differential pay shall receive the same shift differential for authorized periods of paid leave, or when assigned to a different shift for less than a full work week.
- 17.11 Call Back Pay. When an employee has left the work station and is called to return to the work station outside of regularly scheduled hours, he/she shall receive a minimum of two (2) hours compensation.
- 17.12 Court Time (Police only) – Court time shall be paid as referenced in the Police Department Standard Operating Procedures Manual.

ARTICLE 18 – ATTENDANCE

- 18.1 Attendance and Tardiness. Reliable attendance and punctuality are essential job duties of all employees. Excessive absence, tardiness, or sick leave abuse will be grounds for progressive discipline as provided in Article 36.

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

ARTICLE 19 – COMPENSATION

- 19.1 Base Wage Increases. Effective July 1, 2005, all salary ranges and steps of the Salary Schedule in effect on June 30, 2004 will be increased by 3.2%, as shown in Appendix B.

19.1.1 Effective July 1, 2006, all salary ranges and steps of the Salary Schedule will be increased by 1.6%, as shown in Appendix C; provided that July 1, 2006 Salary Schedule will remain in effect for twelve (12) months. At midnight on June 30, 2007, all salary ranges and steps will be returned to the July 1, 2005 levels, as shown in Appendix B.

19.1.2 Employees who are paid above the maximum for their assigned range on the effective dates of the increases described in this section will not receive the specified increases until the new range encompasses their current rate of pay, at which point they will be paid at the top step of the range.

- 19.2 Class Consolidation Adjustments. Pursuant to RCW 41.06.136 (2) (b), the University will implement the initial phases of the Department of Personnel's Classification Consolidation Project, including rate adjustments associated with the Classification Consolidation Project; provided that this provision will be implemented only to the extent such rate adjustments are funded through the State's General Fund.

- 19.3 Adjustments Pursuant to 2002 Salary Survey. Effective July 1, 2005, salaries for classifications found to be more than 25% behind prevailing rate, in accordance with the Department of Personnel's 2002 Salary Survey, will be brought to within 25% of prevailing rate as listed in Appendix G of the 2002 Salary Survey, provided that this provision will be implemented only to the extent such rate adjustments are funded through the State's General Fund.

- 19.4 Pay for Performing the Duties of a Higher Classification The University may temporarily assign to an employee duties from a higher job classification for a period not to exceed six (6) months. For the duration of such temporary assignment, the employee shall receive additional compensation equal to five (5) percent of the employee's base wages. In the event an employee is temporarily assigned the full set of duties from a higher job classification, and the lowest step of the pay range for that higher job classification exceeds the employee's base wage by more than five (5) percent, the employee shall be paid at the lowest step of the higher pay range for the duration of the temporary assignment

- 19.5 Establishing Salaries for New Employees and New Classifications. The University will assign newly hired employees to the appropriate range and step of the salary schedule.
- 19.6 Periodic Increases. Employees will receive periodic increases as follows:
- 19.6.1 Employees who are hired at the minimum step of the pay range will receive a two (2) step increase to base salary following completion of six (6) months of service, and an additional two (2) step increase annually thereafter, until they reach the top of the pay range.
- 19.6.2 Employees who are hired above the minimum step of the salary range will receive a two (2) step increase annually on their hire date until they reach the top of the pay range.
- 19.6.3 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.
- 19.7 Salary Assignment Upon Promotion. Employees promoted to a position in a higher class will be advanced to a step of the range for the new class that is two (2) steps higher than the amount of the employees' step prior to promotion.
- 19.8 Transfer and Reassignments. Employees who transfer or are reassigned to a position within their class or within their range will retain their current base salary.
- 19.9 Reversion. Employees who do not successfully complete a trial service period and revert to the class in which the employee most recently held a position, or move to a classification in the same series with a lower salary range, will receive the base salary they received prior to their promotion.
- 19.10 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.
- 19.11 Shift Premium. Employees assigned to work a schedule in which the majority of hours worked falls between 5:00 p.m. and 7:00 a.m. shall receive additional compensation of \$0.50 per hour for every hour or portion thereof worked. An employee assigned to a shift that qualifies for shift differential pay shall receive the same shift differential for authorized periods of paid leave, or when assigned to a different shift for less than a full work week.
- 19.12 Multilingual/Sign Language/Braille Premium Pay. Whenever a classified position has a bona fide requirement for regular use of competent skills in more than one language, sign language (AMESLAN), and/or Braille, the University will authorize premium pay of two (2) steps above the level normally assigned for

that position; provided that this premium will not apply in those instances where the position is allocated to a class that requires these skills.

- 19.13 Special Pay. The University may designate a position for special pay in the following circumstances:

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

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

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

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

- 19.14 Health Care Benefit Amounts

The University will contribute the following amounts for health care benefits for each bargaining unit member each month:

19.14.1. \$663 from July 1, 2005 through June 30, 2006

19.14.2 \$744 from July 1, 2006 through June 30, 2007

ARTICLE 20 – HEALTH AND SAFETY

- 20.1 Responsibility for Safety. The University, employees and the Federation share responsibility for workplace safety.

20.1.1 The University and all employees will comply with the safety standards, rules and regulations of the Department of Labor and Industries and the Washington Industrial Safety and Health Act (WISHA).

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

20.1.3 The Federation will work cooperatively with the University on safety-related matters and encourage employees to work in a safe manner.

- 20.2 Unsafe Assignments. An employee who is given an assignment that he or she reasonably believes will be detrimental to his or her health shall immediately notify his or her supervisor. The employee will not be required to perform the alleged unsafe assignment until the matter has been reviewed by a shop steward

and the employee's supervisor or a higher level supervisor. If such a review does not resolve the matter, it may be referred to the Campus Safety Inspector, the Campus Safety Officer or the Department of Labor and Industries for resolution.

- 20.3 Hazardous Jobs. Jobs or operations that are deemed hazardous, such as tree topping, working with or operating heavy equipment, working with high voltage electricity, working with blood borne pathogens or working with hazardous chemicals will not be assigned to an employee until he or she has been appropriately trained in avoiding the risks inherent in such assignments.
- 20.4 Facilities. The University will make available to employees adequate lunchrooms, washrooms and toilet facilities.
- 20.5 Required Apparel.
- 20.5.1 The University will provide employees with required safety devices, personal protective equipment and apparel, including safety glasses, gloves, hard hats, face shields, etc.
- 20.5.2 The University will provide an allowance sufficient to purchase safety shoes to those employees required to wear safety shoes. Employees who, for reasons of personal preference, choose a model of safety shoe that costs more than the University-provided allowance, must pay any additional cost associated with their choice of shoe.
- 20.5.3 The University will make available a cleaning service for cleaning University-required clothing.
- 20.5.4 The University will continue the practice of providing appropriate work clothing and foul weather gear as necessary.
- 20.6 Tools and Equipment. Tools and all equipment required for the performance of work duties, including vehicles necessary to transport needed equipment, will be provided and maintained by the University.

ARTICLE 21 – VEBA

- 21.1 The University employee group, consisting of all classified employees holding positions included in the bargaining unit, are eligible to participate in the VEBA plan.
- 21.2 The plan is officially titled “Voluntary Employees’ Medical Benefits Association-Medical Expense Plan or “VEBA”. As a condition of its implementation an election of eligible members must be conducted.
- 21.3 Employees in this bargaining unit group who are eligible to retire and have accumulated compensable sick leave may currently cash it out upon retirement at a 1 to 4 ratio.

- 21.4 Once the VEBA Plan is adopted for this group it remains in effect for one calendar year and all employees who retire in that calendar year must participate in the plan; compensation in cash is not an option. Group employees refusing to sign the participation agreement forfeit their compensable sick leave.
- 21.5 The procedure for VEBA Plan adoption for WWU BUB classified employees is as follows:
- 21.5.1 The normal payment method for sick leave cash outs at retirement will be to cash out the taxable sick leave following a Human Resource Department audit of leave records.
 - 21.5.2 A notice will be distributed each fall for the upcoming calendar year notifying employees about VEBA and the process required if potential retirees would like the VEBA option for the year of their expected retirement.
 - 21.5.3 A vote will be conducted each year for those employees eligible to retire during the upcoming year. Balloting may occur via campus mail or any method determined by the University to best reach the effected employees. In the event there are no votes cast, the decision of the group for the preceding year will remain in effect.
 - 21.5.4 If the majority of the voting employees (more than 50%) request the VEBA option, the sick leave cash outs for all Bargaining Unit B employees retiring in the upcoming year will be transferred to a VEBA trust account in the employee's name upon completion of appropriate enrollment forms. These amounts will not be subject to Federal Income or Social Security Taxes.
 - 21.5.5 Conversely, if fifty percent (50% or more of the voting employees elect to receive their sick leave cash outs as cash, all employees retiring in the upcoming year will receive their sick leave cash out as a cash payment in their final paycheck. These amounts will be subject to Federal Income and Social Security Taxes.
 - 21.5.6 The sick leave conversion compensation amount shall be deposited with the VEBA Trust within thirty (30) days of the employees' final pay date after retirement.

ARTICLE 22 – VACATION

22.1 Vacation Accrual.

- 22.1.1 Full-time employees shall accrue vacation at the rates set forth below. Part-time employees shall accrue vacation on a prorated basis according to the percentage their monthly schedule bears to full-time employment.

<u>Year of Continuous Employment</u>	<u>Monthly Accrual Rate</u>
1	8 hours
2	8 hours, 40 minutes
3	9 hours, 20 minutes
4	9 hours, 20 minutes
5	10 hours
6	10 hours
7	10 hours
8	10 hours
9	10 hours
10	10 hours, 40 minutes
11	11 hours, 20 minutes
12	12 hours
13	12 hours, 40 minutes
14	13 hours, 20 minutes
15	14 hours
16+	14 hours, 40 minutes

22.1.2 Vacation hours shall be credited at the end of the month accrued. Employees who are in unpaid status for more than ten (10) working days in a month will not accrue vacation leave during that month.

22.1.3 For purposes of this Section, an employee's year of continuous employment is based on the employee's date of hire into his or her current unbroken period of employment with any department, agency or institution of the state, excluding employment in the legislative or judicial branches, and employment in a temporary or student position not governed by civil service.

22.2 Maximum Vacation Accrual. Employees may accrue vacation up to a maximum of two hundred and forty (240) hours. An employee who has reached the maximum accrual level may continue to accrue vacation until his or her next anniversary date, at which time any vacation accrued beyond the two hundred forty (240) hour maximum accrual will be extinguished. With the written approval of the Department Head, an employee may accrue more than two hundred forty (240) hours of vacation when he or she is precluded from taking a previously scheduled vacation because of University needs. Any such written approval will specify a timeline for the employee to use any excess vacation accrual, after which any excess vacation accrual will be extinguished.

22.3 Use and Scheduling of Vacation.

22.3.1 Employees may not take vacation until they have successfully completed the probationary period.

22.3.2 At their election, employees may use vacation in place of or in addition to sick leave for any of the purposes described in Article 26.2.

Employees using vacation for this purpose are expected to provide their supervisor with notice of their absence as required.

- 22.3.3 Except as provided in Section 22.3.2 above, vacation leave must be scheduled with the advance approval of the employee's supervisor. Unless an alternative written process for scheduling vacations exists within a department, between April 1 and April 15th of each year, employees may sign up for their vacation choices (first, second, third, etc.) for the twelve (12) month period beginning May 15. The University will determine the available vacation dates and the number of employees within a classification who may take vacation at any time based on operational needs. Vacations requests submitted during the bid period will be scheduled by the Department head or designee based on seniority within job classifications. The Department head or designee will proceed down the seniority list for each classification, scheduling each employee to his or her highest ranked available vacation selection. The process will then repeat to schedule subsequent vacations, until all available and requested vacation has been scheduled. All requests for vacation submitted after April 15th for the coming academic year will be considered on a first-come, first-served basis.
- 22.4 Transfer of Vacation. Employees who transfer from the University to another state agency or institution may, at their election, transfer their accrued but unused vacation.
- 22.5 Cash Out of Vacation. Except for employees who elect to transfer vacation as provided in Section 22.4, upon termination employees shall be paid for their accrued but unused vacation hours at their regular rate of pay. In the event of a voluntary resignation, employees will receive pay for their accrued but unused vacation if they have provided or offered to provide at least two (2) weeks written notice. Employees who resign with less than two (2) weeks notice will have their vacation leave balances reduced by the difference in number of days between the notice provided and two (2) weeks.

ARTICLE 23 – HOLIDAYS

- 23.1 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
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November

The day immediately after Thanksgiving
Christmas Day
Personal Holiday

December 25

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

- 23.2 Holiday Pay. Eligible full-time employees will receive eight (8) hours of pay at their straight-time rate for each holiday. Part-time employees will receive holiday pay on the same prorated basis that their monthly schedule bears to full-time employment.
- 23.3 Eligibility for Holiday Pay. Employees are eligible for holiday pay if they are in paid status on the regular business day preceding the holiday. In addition, cyclic employees who are scheduled to work less than a full month in a month in which a holiday falls will receive pay for the holiday if they were in paid status on their last scheduled work day preceding the holiday. Employees whose employment is terminated immediately prior to a holiday are not entitled to holiday pay.
- 23.4 Hours Worked on a Holiday. In addition to holiday pay described in Section 23.2, employees required to work on a holiday will receive pay at their overtime rate for all hours worked on the holiday.
- 23.5 Alternate Schedules. Employees working alternate schedules who are normally scheduled to work more than eight (8) hours on a day observed as a holiday may use vacation leave, compensatory time, or leave without pay to make up the difference between the employee's normally scheduled shift and the eight (8) hours of holiday pay.
- 23.6 Holiday Observance.
- 23.6.1 When a holiday falls on the employee's scheduled work day, that day will be considered the holiday. When a holiday falls on the employee's scheduled day off, he or she shall receive the equivalent time off.
- 23.6.2 An employee whose scheduled shift begins on one calendar day and ends on the next calendar day will observe the holiday on the shift that begins on the holiday.
- 23.7 Personal Holidays. An employee may choose one workday as a personal holiday during each calendar year if the employee has been continuously employed by the University for more than four (4) months.
- 23.7.1 Full-time employees shall receive eight (8) hours off for a personal holiday. Part-time employees shall receive hours off on the same prorated basis that their monthly schedule bears to full-time employment.

- 23.7.2 Employees shall be permitted to take their selected day as the personal holiday if:
- (a) The employee has given at least fourteen (14) calendar days' written notice to his or her supervisor; provided that the supervisor may, in his or her discretion, permit a shorter notice period.
 - (b) The number of employees choosing a specific day off does not interfere with University operations or require the University to incur overtime.
- 23.7.3 Personal holidays may not be carried over to the next calendar year, however, if the selected personal holiday was denied due to University operations, the employee may use that personal holiday by March 31 of the next year (giving them up to three (3) months).
- 23.7.4 Part or all of a personal holiday may be donated to another employee for shared leave as provided in Article 30-Shared Leave. Any remaining portions of a personal holiday must be taken as one (1) absence.

ARTICLE 24 – SICK LEAVE

- 24.1 Sick Leave Accrual. Full-time employees shall accrue sick leave at the rate of eight (8) hours for each completed month of service. Part-time employees shall accrue sick leave on a prorated basis according to the percentage their monthly schedule bears to full-time employment. Employees who are in unpaid status for more than ten (10) working days in a month will not accrue sick leave during that month. Employees may accrue an unlimited amount of sick leave.
- 24.2 Uses of Accrued Sick Leave. Accrued sick leave may be used only for:
- 24.2.1 The employee's own illness, injury or disability (including disability due to pregnancy or childbirth);
 - 24.2.2 A period of quarantine following the exposure to a contagious disease during the period when attendance on duty would jeopardize the health of others;
 - 24.2.3 The need to care for a child under eighteen (18) years of age (or an older child incapable of self-care) with a health condition requiring treatment or supervision;
 - 24.2.4 The need to care for the employee's spouse, adult child, parent, parent-in-law, sibling, grandparent or grandchild with a serious health condition or emergency condition;

- 24.2.5 Medical, dental or optical appointments for the employee, a dependent child, or other family member where the employee's presence is required; provided that employees must make reasonable efforts to schedule such appointments at times when they will not interfere with scheduled work days;
 - 24.2.6 The need to provide emergency childcare; provided that such use of sick leave shall be limited to three (3) days in a calendar year; and
 - 24.2.7 Bereavement leave in addition to leave provided by Article 29.2, or in circumstances not covered by Article 29.2, if such use is approved in advance by the relevant Department Head.
 - 24.2.8 Other circumstances if authorized by the Director, Human Resources.
- 24.3 Sick Leave Verification. For absences of three (3) or more consecutive days or where there is reason to suspect sick leave abuse, the University may require that the employee present a physician's certificate verifying the need for sick leave before leave is authorized.
- 24.4 Coordination of Benefits. Employees who are absent due to illness or injury covered by workers' compensation benefits may use accrued sick leave to make up the difference between the Employee's regular salary and the amount received in workers' compensation benefits, taking into account the tax-free nature of workers' compensation benefits.
- 24.5 Annual Sick Leave Cash Out. In January following any year in which an employee reaches a minimum accrual of four hundred eighty (480) hours of sick leave, the employee may receive cash at the employee's straight time rate for any sick leave hours accumulated during the prior calendar year; provided that employees will not be permitted to reduce their sick leave balances below four hundred eighty (480) hours through sick leave cash out. Sick leave will be cashed out at a rate of one (1) hour's pay for each four (4) hours of sick leave. Hours cashed out will be deducted from employees' sick leave balance.
- 24.6 Cash Out Upon Retirement or Death. Upon retirement or death, an employee or the employee's estate will receive cash at the employee's straight-time hourly rate for all sick leave hours. Sick leave will be cashed out at a rate of one (1) hour's pay for each four (4) hours of sick leave. If the bargaining unit elects to place in effect a VEBA plan as provided by Article 21, employees cashing out sick leave upon retirement shall receive the proceeds in the form of a contribution to their VEBA account.

ARTICLE 25 – LEAVE OF ABSENCE

25.1 Purposes. In addition to the circumstances specified elsewhere in this Agreement, the University, in its discretion, may approve a leave of absence for the reasons specified below. Leaves of absence must be approved in writing by the Human Resources Department, and such approval will set a date for the employee's return to work.

25.1.1 To accommodate an employee's physical or mental disability, when the University has determined that such leave is consistent with its obligations under applicable state and federal law;

25.1.2 To permit an employee to complete an educational program;

25.1.3 To permit an employee to serve in the Peace Corps, U.S. Public Health Service or public elected office; and

25.1.4 Other circumstances, if approved by the Director of Human Resources.

25.2 Conditions Applicable to Leaves of Absence. Employees must submit any request for a leave of absence in writing. Except as required by law, a request for a leave of absence must meet the following conditions:

25.2.1 The employee must have completed twelve (12) months of service;

25.2.2 The employee must have a bona fide intention of returning to work following the leave;

25.2.3 The leave of absence must not, in the discretion of the University, interfere with operational needs;

25.2.4 A leave of absence because of an employee's disability will not be granted until the employee has exhausted any available Family Medical Leave; and

25.2.5 Except for leaves of absence approved to permit an employee to complete an educational program, leaves of absence may not exceed twelve (12) months without approval of the Director of Human Resources.

25.3 Use of Paid Leave. An employee on an approved leave of absence must ordinarily exhaust all available paid leave, including compensatory time, sick leave (if available for the purpose of the employee's leave), vacation leave, and personal holiday time before taking unpaid leave. Exceptions to this provision may be approved by the Director of Human Resources.

25.4 Cancellation of Leave of Absence. The University may cancel a leave of absence upon a finding that the employee is using the leave for purposes other than those

specified at the time of approval, or where there are exigent circumstances requiring the employee's return to work. The University will provide written notice to the employee that a leave of absence has been cancelled, which will set a date for the employee's return to work. Unless otherwise agreed, the employee's failure to return to work on the date prescribed will be considered job abandonment.

- 25.5 Benefits During Leave. An employee on a leave of absence who uses less than eight (8) hours of paid leave during a month is responsible for paying the entire premium cost (both the University and employee shares) of his or her health insurance during an approved leave of absence.
- 25.6 Reinstatement. Employees returning to work following an approved leave of absence will be returned to the position they held prior to the leave of absence or to another position in the same classification; provided that in the event the employee's position is eliminated during the time the employee is on leave, he or she will be notified and provided a time period in which to exercise any rights available pursuant to Article 14 – Reduction in Force.

ARTICLE 26 – FAMILY LEAVE

- 26.1 Family Medical Leave. Employees who have been employed by the state for at least one (1) year, and who worked in state employment at least one thousand two hundred fifty (1250) hours during the twelve (12) month period immediately preceding the commencement of leave, are permitted up to twelve (12) workweeks of Family Medical Leave during any twelve (12) month period for purposes specified by law. Family Medical Leave shall be administered according to the University's Family and Medical Leave Policy, which can be accessed from the Human Resources website at www.wvu.edu/hr.
- 26.2 Maternity-Related Disability Leave. Pregnant employees may take unpaid leave for the entire period of any maternity-related disability. Such leave may, at the pregnant employee's election, be taken in addition to the twelve (12) week leave to care for a new-born child under the federal Family Medical Leave Act, if the employee is eligible for Family Medical Leave. While employees remain on paid leave, the University will continue providing paid health insurance to the employee on the same basis that those benefits are provided during regular employment. Once paid leave is exhausted, employees on unpaid maternity-related disability leave may continue their health insurance coverage by paying the full premium cost for that insurance unless covered under FMLA protections.
- 26.3 Parental Leave. Employees may request unpaid parental leave for up to six (6) months, including any period of Family Medical Leave pursuant to Article 26.1, for the birth of the employee's child or the placement with the employee of an adopted or foster child. Parental leave must be taken within one (1) year following the child's birth or placement. The University may grant a request for parental leave beyond any period of Family Medical Leave.

ARTICLE 27 – CHILDCARE

The University and the Federation recognize that family life has a significant impact upon employees' work lives. The University agrees to provide bargaining unit employees with access to the Childcare Development Center on the same basis as any non-student in the WWU community.

ARTICLE 28 – MILITARY LEAVE

- 28.1 Any employee who is a member of a military reserve force of the United States or of the Washington National Guard shall be entitled to military leave with pay not to exceed fifteen (15) working days during each October 1 through September 30 time period. Such leave shall be granted when the employee is ordered to report for active duty, when called, or when ordered to take part in active training duty. Such paid military leave shall be in addition to any compensatory time, vacation or sick leave to which the employee might be otherwise entitled, and shall not involve the reduction of any benefits, performance rating, privileges or pay. During the period of paid military leave, the employee shall receive his or her normal base pay.
- 28.2 Employees required to appear during working hours for a physical examination to determine physical fitness for military service shall receive full pay for the time required to complete the examination.
- 28.3 Employees shall be granted a military leave of absence without pay for absence from work in addition to any time covered by the provisions of Section 28.1 for service in the armed forces of the United States or the State of Washington. During an unpaid military leave of absence, an employee is entitled to receive:
- 28.3.1 Retirement benefits and service credit in accord with the provisions of the applicable retirement system;
 - 28.3.2 Health plan coverage at the employee's request and expense for a limited period of time as determined by the Health Care Authority;
 - 28.3.3 Other length-of-service credits related to employment that would have been granted had the employee not been absent; provided that the employee returns to University service at the conclusion of the leave in accordance with applicable Federal and State laws; and
 - 28.3.4 Any additional benefit required by then-applicable state or federal law.
- 28.4 Unless prohibited by military necessity, the University shall be provided with a copy of an employee's orders at the time the employee requests military leave. Such requests shall be made as soon as reasonably practical after the employee learns of the need for such leave.

- 28.5 Following release from military service, an employee shall have the right to return to his or her employment as provided by then-applicable state and federal law.

ARTICLE 29 – MISCELLANEOUS LEAVES

- 29.1 Leave for Child Care Emergencies. Employees who must miss work due to unforeseen child care emergencies may charge their absence to any accrued paid leave or to unpaid leave; provided that accrued compensatory time must be used before any other paid or unpaid leave. Employees may use no more than three (3) days per calendar year of their accrued sick leave and vacation leave, and may take no more than three (3) days of unpaid leave per calendar year, for child care emergencies. Employees using leave due to child care emergencies are not required to obtain advance approval prior to using leave, but must notify their supervisors of their absence as soon as reasonably possible and no later than the start of their scheduled shift.
- 29.2 Bereavement Leave. Three (3) working days leave with pay will be granted to bargaining unit employees due to the death of the employee's family member or household member as defined in the University's bereavement policy. In addition to paid bereavement leave, employees may use accrued sick leave for bereavement purposes as permitted by Section 24.2.7.
- 29.3 Jury and Witness Leave. Employees subpoenaed to appear for jury service or as a witness will receive pay at their regular rate of pay for work hours missed because of their required service. Employees must notify their supervisors upon receipt of a subpoena for jury or witness duty, keep their supervisors apprised of the schedule for their jury or witness duties, and report to work when the court schedule permits. Employees assigned to work an evening or night shift will be reassigned to a day shift for the duration of the jury or witness service. Any compensation paid to an employee for jury or witness service, other than reimbursement for expenses, must be paid to the University.
- 29.4 Volunteer Firefighter Emergency Response. Volunteer Firefighters will be released from work to respond to emergency calls if they have notified their supervisors in advance of their role and potential calls, are unpaid for the response call by their sponsoring group, and are the most available person(s) to respond to an emergency call. The employee may elect to cover work time missed because of such calls to be charged to accrued compensatory time, vacation, personal holiday or unpaid leave. Alternatively and with the supervisor's approval, the employee may make up missed work time during the workweek in which it was missed.
- 29.5 Inclement Weather. An employee who is absent due to inclement weather may use accrued compensatory time, vacation leave, personal holiday or take leave without pay for the period of his or her absence per the University's inclement weather policy.

- 29.6 Absences Not Covered By Approved Leave. Employees who are absent from work in circumstances not covered by an approved leave provided under this Agreement will be placed in unpaid status. Unless such an absence is otherwise approved, employees in unpaid status may be subject to disciplinary action.

ARTICLE 30 – SHARED LEAVE

- 30.1 Availability of Shared Leave. As permitted by RCW 41.04.650 – 41.04.670 and by this Article, employees may donate accrued vacation leave, sick leave or personal holidays to other state employees who have exhausted or are about to exhaust their own paid leave, and who have been called to military service; suffer from an extraordinary or severe injury, illness or impairment; or who have a relative or household member who is suffering from an extraordinary or severe illness, injury, or impairment. For purposes of this Article, the term relative includes the employee's spouse, child, stepchild, grandparent or parent; the term household member means persons residing in the employee's home who share reciprocal duties of care and financial support with the employee.
- 30.2 Leave Donation. An employee may donate vacation leave, sick leave, or personal holiday to another employee under the following conditions:
- 30.2.1 The employee's request to donate leave will not cause his/her vacation leave balance to fall below eighty (80) hours.
 - 30.2.2 The employee's request to donate leave will not cause his/her sick leave balance to fall below one hundred seventy-six (176) hours.
 - 30.2.3 An employee shall be allowed to split the personal holiday when donating a portion of the personal holiday to the shared leave program.
- 30.3 No Coercion. No employee may be intimidated, threatened, or coerced into donating leave.
- 30.4 Shared Leave Use. Employees may receive and use donated leave as follows:
- 30.4.1 The University will determine the total amount of leave an employee may receive through shared leave; provided that no employee shall receive more than two hundred sixty-one (261) days of shared leave.
 - 30.4.2 Employees requesting shared leave due to their own, a relative's or a household member's extraordinary or severe illness, injury or impairment will submit with their request a medical certificate from a licensed physician or health care practitioner verifying the employee's required absence, describing the medical problem, and identifying the expected date the employee will be able to return to work.

- 30.4.3 Employees requesting shared leave because of a call to military service must submit with their request a copy of the military orders verifying the employee's required absence.
- 30.4.4 Employees will not be eligible for shared leave if they have been approved to receive Workers' Compensation.
- 30.5 Unused Leave. If the University determines that an employee will not need donated leave, such leave will be returned to donors.

ARTICLE 31 – REASONABLE ACCOMMODATION OF EMPLOYEES WITH DISABILITIES

- 31.1 The University, Federation, and employees will comply with all relevant federal and state laws, regulations, and executive orders, and with the provisions of University policy in providing reasonable accommodations to qualified individuals with disabilities.
- 31.2 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 from the University's Employee Relations Unit. Employees requesting accommodation must cooperate with the University in discussing the need for and possible form of any accommodation. The University may require supporting medical documentation with any request for accommodation, and may require the employee to obtain a second medical opinion at University expense. Medical information disclosed to the University will be kept confidential and disclosed on a need-to-know basis.
- 31.3 The University will determine whether an employee is eligible for a reasonable accommodation, and the final form of any accommodation to be provided.
- 31.4 If the University determines that an employee's disability cannot be reasonably accommodated, including consideration of whether a move to a vacant position for which the employee is qualified might be a reasonable accommodation, the employee will be separated from service due to disability. Prior to any final decision regarding a disability separation, the University will notify the employee of its determination, and provide the employee with an opportunity to discuss that determination. Disability separation is not a disciplinary action.

ARTICLE 32 – DRUG AND ALCOHOL FREE WORKPLACE

- 32.1 Drug-Free Workplace. All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs. The University and all employees must comply with the provisions of the Drug-Free Schools and Communities Act, the Drug-Free Schools and Campuses Regulations, and the University's Drug-Free Workplace policy.

- 32.2 Possession of Alcohol and Illegal Drugs. Employees may not use or possess alcohol while on duty, except when authorized by the University as part of a University-sponsored event. The possession or use of illegal drugs is strictly prohibited on University property.
- 32.3 Drug and Alcohol Testing – CDL Holders. 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 applicable federal regulations.
- 32.4 Drug and Alcohol Testing – Reasonable Suspicion. Reasonable suspicion testing for alcohol or controlled substances may be required by the University for any employee when there is reason to suspect that alcohol or controlled substance usage 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. Referral for testing will be made on the basis of specific, objective grounds documented by a supervisor.

ARTICLE 33 – EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE 34 – PERSONNEL FILES

- 34.1 The employer shall maintain only one (1) official personnel file for each employee. The Director of Human Resources shall maintain the official personnel file. This shall not preclude the maintenance of all lawful payroll, benefits, medical and computer records by the employer or the supervisor’s working file pursuant to Article 35.2.
- 34.2 Each Employee shall have the right to review the entire contents of his/her personnel file. With such authorization as is required by law, a Federation Representative, or other employee representative, may review an employee’s file. Such review shall be in the presence of a Human Resources representative during business hours. The contents of the official personnel file shall be available for photocopying.
- 34.3 An employee may, at any time, submit for inclusion in the personnel file, a written rebuttal or comment regarding materials placed in his/her file.
- 34.4 An employee may request that the Director of Human Resources remove or destroy material that s/he believes to be false, frivolous, irrelevant, or to have been improperly included in the file. 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 shall be promptly destroyed.

- 34.5 When documents contained in a unit employee's official personnel file are subject to a public disclosure request by the general public, other government agencies or any other person under RCW 42.17, the University shall take the following actions prior to disclosure:

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

- 34.6 Employees shall be provided a copy of all adverse material prior to its inclusion in the personnel file. Adverse material will be placed in the employee's personnel file within ten (10) days of the date of the document.
- 34.7 Supervisors may keep working files regarding employees, but performance or disciplinary documents not included in the central personnel file may not be used as evidence in disciplinary action taken against the employee.
- 34.8 Information in personnel files shall be retained as long as it has a reasonable bearing on the employee's job performance or upon the efficient and effective management of the University.

ARTICLE 35 – PERFORMANCE EVALUATION

- 35.1 Employee work performance will be evaluated during probationary and trial service periods and at least annually thereafter. Immediate supervisors will meet with employees at the start of their review period to discuss performance expectations. Employees will receive copies of their performance expectations as well as notification of any modifications made during the review period.
- 35.2 As part of the performance evaluation process, employees will be provided with a written performance evaluation on a standard form selected by the University, which will include a signature line for the employee to acknowledge receipt of the evaluation and a space to record the employee's comments regarding the evaluation. The completed performance evaluation form, including the employee's comments, will be maintained in the employee's personnel file.

- 35.3 Nothing in this Agreement limits the ability of an employee or his/her supervisor to address concerns, training, performance standards and expectations, or behavioral issues.
- 35.4 Performance problems will be brought to the attention of the employee at the time the supervisor becomes aware of the issue(s) in order to give the supervisor the opportunity to address the concern with the employee.
- 35.5 Notice of Unsatisfactory Work. Each employee whose work is judged unsatisfactory shall be notified in writing of the areas in which the work is considered deficient. Unless the deficiency is extreme, the employee shall be given an opportunity to demonstrate improvement.
- 35.6 Performance evaluations are not subject to the grievance procedure in Article 10. Performance evaluations shall not form the sole basis for discipline of an employee.

ARTICLE 36 – DISCIPLINE AND DISCHARGE

- 36.1 Cause for Discipline. All disciplinary actions for employees who have successfully completed their probation period shall be for just cause. The University may discipline or discharge an employee during the probation period without recourse to the grievance procedure; provided that employees who are discharged during their probation period shall be entitled upon request to an exit interview during which the employee may ask the University to reconsider its decision.
- 36.2 Progressive Discipline.
- 36.2.1 Use of Progressive Discipline. Disciplinary action shall be progressive in nature, and may include oral or written corrective action, written reprimand, suspension, reduction in pay, demotion or discharge. The University shall tailor discipline to respond to the nature and severity of the offense, as well as the employee's prior disciplinary record.
- 36.2.2 Discipline for Serious Misconduct. Consistent with the principles of progressive discipline, the University may suspend, reduce pay, demote or discharge an employee for a first offense in circumstances of serious misconduct, including, but not limited to, sexual harassment, discrimination, violation of the University's Drug-Free Workplace policy, dishonesty, insubordination, violence in the workplace or other misconduct of similar severity.
- 36.3 Investigations.
- 36.3.1 Representation. Prior to any investigatory interview or a subsequent meeting to discuss disciplinary action, the affected employee shall be informed that he or she has the right to Federation representation.

Upon request, the employee shall be permitted a reasonable period of time to arrange for participation of a Federation representative or bargaining unit shop steward, as is appropriate and timely to the situation.

- 36.3.2 Duty to Cooperate. Employees have an obligation to cooperate with any investigation conducted by the University. Failure to do so will be considered insubordination and will be grounds for discipline.
- 36.3.3 Meetings. Investigatory interviews and other meetings related to disciplinary action shall be conducted on the employee's paid time and, unless the circumstances otherwise require, during an employee's regularly scheduled work time.
- 36.3.4 Administrative Leave. The University may, at its discretion, place employees on paid administrative leave during disciplinary investigations. Employees on such paid administrative leave must remain available during their normal hours of work. Paid administrative leave is not discipline and is not subject the grievance procedure.
- 36.4 Pre-Disciplinary Procedure. If the University intends to impose discipline that involves a loss of pay or termination of employment, the following pre-disciplinary procedure shall apply:
 - 36.4.1 Notice of Intent to Discipline. The University shall inform the employee and the Federation of the proposed discipline in writing. The written notice shall describe the event or conduct with sufficient particularity to permit the employee to understand the reason for the proposed discipline and to respond to any charges. The notice will also inform the employee of the right to Federation representation at a Pre-Disciplinary Meeting. The written notice will be furnished directly to the employee during employee's working hours or, if this is not possible, sent by certified mail to the employee's last known address.
 - 36.4.2 Request for Information. Upon request, an employee or the Federation will be provided with copies of any documents or witness statements upon which the University is relying for the proposed disciplinary action. No disciplinary action will be implemented based solely on anonymous charges or complaints.
 - 36.4.3 Pre-Disciplinary Meeting. The University will schedule a Pre-Disciplinary Meeting to permit the employee to respond to a notice of intent to discipline. At the beginning of any Pre-Disciplinary Meeting, the University will describe its proposed discipline and the reasons for issuing the proposed discipline.

36.4.4 Disciplinary Decision. No later than fourteen (14) calendar days after the close of the Pre-Disciplinary Meeting, the University shall inform the employee and the Federation of its decision in writing. The written notice will include the specific cause for any discipline issued, and will inform the employee of his or her right to grieve. If the disciplinary decision involves a permanent reduction in pay or discharge, the notice will set an effective date for that discharge of at least fifteen (15) calendar days from the date the notice was prepared; provided that discharge shall be effective immediately in the event the University determines that the employee's continued employment jeopardizes employee safety, University property or good public service. Circumstances justifying immediate discharge will be explained in the written notice. This notice will be delivered no later than the end of the day following the effective date.

36.5 Grievance of Discipline or Discharge. Disciplinary actions limited to oral or written corrective action may not be challenged through the grievance procedure in Article 10. Permanent employees may challenge all other final discipline or discharge decisions, including terminations due to job abandonment, through the grievance procedure; provided that written reprimands may not be grieved beyond Step 2 of the grievance procedure. The twenty-one (21) day timeline for filing grievances contained in Article 10 will begin to run on the effective date of the University's discipline or discharge.

ARTICLE 37 – POLYGRAPH TESTING

No employee will be required to take a polygraph examination as a condition of retaining employment, nor will any employee be subject to discipline for refusing to take a polygraph examination.

ARTICLE 38 – LICENSURE AND CERTIFICATION

- 38.1 License and Certification Fees. If the University requires licensure or certification as a requirement of an employee's position, it will pay the cost of obtaining and maintaining that license or certification.
- 38.2 Continuing Education for Required Licenses and Certifications. Employees will be permitted to use work time to complete continuing education requirements associated with required licensure or certification. With advance supervisory approval, the University will pay the costs associated with continuing education requirements.

ARTICLE 39 – EMPLOYEE TRAINING AND DEVELOPMENT

- 39.1 Tuition Waiver Program- The University recognizes the value of education in the personal development of employees. To encourage employees who wish to enhance their career or personal opportunities through education, employees who

have completed their probation period are eligible to participate in the University's tuition waiver program as provided in RCW 28B.15.558

- 39.2 Required or Approved Training- Time spent in training or approved by the University shall be considered work time. Travel or other expenses incurred as a result of such training will be reimbursed in accord with guidelines established by the state Office of Financial Management.
- 39.3 Employee Requests for Training- Employees who wish to attend training on a job-related topic may submit a request for such training to their supervisors. Requests will be considered based on operation needs and budget considerations. An employee whose requests for training are denied will be informed of the reason for the denial.
- 39.4 Job and Promotional Training Fund- The University agrees to establish and maintain a budgeted fund related to job and promotional training.
- 39.5 Educational Leaves of Absence- Educational leaves of absence without pay for studying in degree or certificate programs shall be granted to permanent employees who have completed five (5) years of service, for a period of time up to one (1) year, providing the operation of the work unit will not be adversely impacted. Employees returning from an authorized leave of absence shall be employed in the same position or in another position in the same class in the same geographical area and organizational unit, providing that such reemployment is not in conflict with rules relating to reduction-in-force.

ARTICLE 40 – COMMUTE TRIP REDUCTION AND PARKING

- 40.1 The University 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 law and the needs of the University community.
- 40.2 Employees shall continue to be eligible to park in designated University parking areas in accordance with WAC 516-12 et seq. The University 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.
- 40.3 The University and Federation recognize the value of compressed workweeks, flextime arrangements and telecommuting/telework as tools for commute trip reduction. The University and Federation agree to follow the policies regarding flexwork and telework, as established by the University.
- 40.4 Penalties for parking infractions in designated University parking areas will be limited to loss of parking privileges, fines or towing.
- 40.5 The Federation shall be permitted to select a representative from the bargaining unit to participate in the University's Transportation Initiative Task Force. The

purpose and role of the task force will be to advise the University on matters of parking policy.

ARTICLE 41 – PERSONAL CELLULAR PHONES

- 41.1 Employees are expected to exercise discretion in using personal cellular phones during work hours, and should make all reasonable efforts to limit personal cell phone use to break or lunch periods. Excessive or inappropriate personal cell phone use will be grounds for disciplinary action.
- 41.2 The use of video or camera phones is prohibited in restrooms, locker rooms and/or areas where privacy is a consideration.

ARTICLE 42 – SCOPE OF AGREEMENT

- 42.1 This Agreement supersedes all provisions of WAC 357 not expressly incorporated by reference in this Agreement.
- 42.2 This Agreement supersedes specific provisions of University policy with which it conflicts. Absent such a conflict, employees will be subject to all University policies.
- 42.3 If any article, section, or provision of this Agreement is held unlawful by a court or administrative agency of competent jurisdiction, such holding or judgment shall be confined to the article, section or provision of this Agreement directly specified in the holding or judgment. The remainder of the Agreement shall remain in full force and effect. Within thirty (30) calendar days of any ruling invalidating a provision of this Agreement, the parties will meet to negotiate regarding a substitute provision.
- 42.4 Bargaining Regarding Changes to Mandatory Subjects.
 - 42.4.1 Except as provided in this Agreement or by applicable law, the University will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The University will notify the Federation, with a copy to the Chief Union Steward, of the proposed changes and the Federation may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. In the event the Federation does not request discussions and/or negotiations within fourteen (14) calendar days, the University may implement the changes without further discussions and/or negotiations. If the Federation does request discussions and/or negotiations, the University will bargain in good faith until an agreement is reached or the parties reach impasse, and will not implement its proposed change absent an impasse. There may be emergency or mandated conditions that are outside of the University's control requiring immediate implementation, in which case the University will notify the Federation as soon as possible.

- 42.4.2 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.

ARTICLE 43 – TERM OF AGREEMENT

This Agreement will become effective July 1, 2005, and will continue in full force and effect until midnight June 30, 2007; provided that if this Agreement expires while negotiations between the parties are underway for a successor agreement, the terms and conditions of this Agreement will remain in effect until the earlier of the date a successor agreement becomes effective or midnight June 30, 2008.

Executed this 1st day of July, 2005 for and on behalf of:

Western Washington University

John D. Warner
Chair, Board of Trustees

Karen W. Morse
University President

George A. Pierce
Vice President, Business and Financial Affairs

Val M. Berry
Director, Human Resources
(Chief Negotiator)

Council Number 28 of the Washington Federation of State Employees, AFL-CIO and
Bargaining Unit "B"

Greg Devereux
Executive Directory, WFSE

Tim Harvey
Bargaining Unit Representative

Roger Chervenock

Peter Clark

David Garcia

Paul Parker

Ron Rawls

Steve Rothenbuhler

Doug Salkeld

Paul Streubel

Julie Sakahara
Senior Field Representative

Herman Gilman
Senior Field Representative

APPENDIX A – CURRENT JOB TITLES AND UNIT DEFINITION

Bargaining Unit 'B' at Western Washington University includes all non-supervisory operations classes as defined in the description of Crafts (skilled) 5, Operatives (semi-skilled) 6, Laborers (unskilled) 7, Service Workers 8, and Apprentices 9, job categories of the Equal Employment Opportunity Affirmative Action Code definitions, in effect on March 15, 1974, except for the following class inclusions: Telephone Service Operator I, Athletic Equipment Custodian, Mail Carrier, Mail Services Lead, Stockroom Attendant I, Stockroom Attendant II, Stockroom Attendant III."

The following is a current list of classes covered by this agreement. Other classes may be added to this unit in compliance with the approved definition noted above or by mutual agreement of the parties.

Animal Technician I	Painter Lead
Campus Police Corporal	Parking Checker
Campus Police Officer	Phototypesetter
Carpenter	Piano Tech
Carpenter Lead	Piano Technician
Control Technician	Plumber Lead
Control Technician Lead	Plumber/Pipefitter/Steamfitter
Custodian	Printer-Lithographer
Custodian Lead	Roofer
Driver-Warehouse Worker	Sheet Metal Mechanic
Electrician	Sign Painter
Electrician - High Voltage	Sprinkler Maintenance Worker
Electrician Lead	Steam Engineer
Floor layer	Stockroom Attendant II
Gardener II	Stockroom Attendant Lead
Gardener Lead	Traffic Guide
Insulation Worker	Traffic Guide Lead
Insulation Worker Lead	Transportation Helper
Locksmith	Truck Driver II
Mail Carrier	Utility Worker II
Mail Carrier - Driver A	Utility Worker Lead
Maintenance & Construction. Coordinator. B	
Maintenance Custodian II	
Maintenance Mechanic I	
Maintenance Mechanic II	
Maintenance Mechanic Lead	
Messenger Driver	
Motor Equip Service Attendant	
Motorized Equipment Mechanic	
Painter	

APPENDIX B – SALARY SCHEDULE

See link to the Department of Personnel –Classified employees salary schedule:
<http://hr.dop.wa.gov/lib/hrdr/highered/heframepg.htm>

Prepared by the Washington State Department of Personnel

General Service Salary Schedule

Effective July 1, 2005 – June 30, 2006

For July 1, 2006 – June 30, 2007 additional 1.6% see <http://hr.dop.wa.gov/lib/hrdr/hrdr.htm>

+ 3.2%

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	
14	16512	16896	17304	17664	18096	18504	18936	19344	19776	20232	20712	Annual
	1376	1408	1442	1472	1508	1542	1578	1612	1648	1686	1726	Monthly
	7.91	8.09	8.29	8.46	8.67	8.86	9.07	9.26	9.47	9.69	9.92	Hourly
	0.55	0.57	0.58	0.59	0.61	0.62	0.63	0.65	0.66	0.68	0.69	Standby
15	16896	17304	17664	18096	18504	18936	19344	19776	20232	20712	21156	Annual
	1408	1442	1472	1508	1542	1578	1612	1648	1686	1726	1763	Monthly
	8.09	8.29	8.46	8.67	8.86	9.07	9.26	9.47	9.69	9.92	10.13	Hourly
	0.57	0.58	0.59	0.61	0.62	0.63	0.65	0.66	0.68	0.69	0.71	Standby
16	17304	17664	18096	18504	18936	19344	19776	20232	20712	21156	21636	Annual
	1442	1472	1508	1542	1578	1612	1648	1686	1726	1763	1803	Monthly
	8.29	8.46	8.67	8.86	9.07	9.26	9.47	9.69	9.92	10.13	10.36	Hourly
	0.58	0.59	0.61	0.62	0.63	0.65	0.66	0.68	0.69	0.71	0.73	Standby
17	17664	18096	18504	18936	19344	19776	20232	20712	21156	21636	22152	Annual
	1472	1508	1542	1578	1612	1648	1686	1726	1763	1803	1846	Monthly
	8.46	8.67	8.86	9.07	9.26	9.47	9.69	9.92	10.13	10.36	10.61	Hourly
	0.59	0.61	0.62	0.63	0.65	0.66	0.68	0.69	0.71	0.73	0.74	Standby
18	18096	18504	18936	19344	19776	20232	20712	21156	21636	22152	22620	Annual
	1508	1542	1578	1612	1648	1686	1726	1763	1803	1846	1885	Monthly
	8.67	8.86	9.07	9.26	9.47	9.69	9.92	10.13	10.36	10.61	10.83	Hourly
	0.61	0.62	0.63	0.65	0.66	0.68	0.69	0.71	0.73	0.74	0.76	Standby
19	18504	18936	19344	19776	20232	20712	21156	21636	22152	22620	23196	Annual
	1542	1578	1612	1648	1686	1726	1763	1803	1846	1885	1933	Monthly
	8.86	9.07	9.26	9.47	9.69	9.92	10.13	10.36	10.61	10.83	11.11	Hourly
	0.62	0.63	0.65	0.66	0.68	0.69	0.71	0.73	0.74	0.76	0.78	Standby
20	18936	19344	19776	20232	20712	21156	21636	22152	22620	23196	23712	Annual
	1578	1612	1648	1686	1726	1763	1803	1846	1885	1933	1976	Monthly
	9.07	9.26	9.47	9.69	9.92	10.13	10.36	10.61	10.83	11.11	11.36	Hourly

	0.63	0.65	0.66	0.68	0.69	0.71	0.73	0.74	0.76	0.78	0.80	Standby
21	19344	19776	20232	20712	21156	21636	22152	22620	23196	23712	24252	Annual
	1612	1648	1686	1726	1763	1803	1846	1885	1933	1976	2021	Monthly
	9.26	9.47	9.69	9.92	10.13	10.36	10.61	10.83	11.11	11.36	11.61	Hourly
	0.65	0.66	0.68	0.69	0.71	0.73	0.74	0.76	0.78	0.80	0.81	Standby
22	19776	20232	20712	21156	21636	22152	22620	23196	23712	24252	24828	Annual
	1648	1686	1726	1763	1803	1846	1885	1933	1976	2021	2069	Monthly
	9.47	9.69	9.92	10.13	10.36	10.61	10.83	11.11	11.36	11.61	11.89	Hourly
	0.66	0.68	0.69	0.71	0.73	0.74	0.76	0.78	0.80	0.81	0.83	Standby
23	20232	20712	21156	21636	22152	22620	23196	23712	24252	24828	25428	Annual
	1686	1726	1763	1803	1846	1885	1933	1976	2021	2069	2119	Monthly
	9.69	9.92	10.13	10.36	10.61	10.83	11.11	11.36	11.61	11.89	12.18	Hourly
	0.68	0.69	0.71	0.73	0.74	0.76	0.78	0.80	0.81	0.83	0.85	Standby
24	20712	21156	21636	22152	22620	23196	23712	24252	24828	25428	26004	Annual
	1726	1763	1803	1846	1885	1933	1976	2021	2069	2119	2167	Monthly
	9.92	10.13	10.36	10.61	10.83	11.11	11.36	11.61	11.89	12.18	12.45	Hourly
	0.69	0.71	0.73	0.74	0.76	0.78	0.80	0.81	0.83	0.85	0.87	Standby
25	21156	21636	22152	22620	23196	23712	24252	24828	25428	26004	26604	Annual
	1763	1803	1846	1885	1933	1976	2021	2069	2119	2167	2217	Monthly
	10.13	10.36	10.61	10.83	11.11	11.36	11.61	11.89	12.18	12.45	12.74	Hourly
	0.71	0.73	0.74	0.76	0.78	0.80	0.81	0.83	0.85	0.87	0.89	Standby
26	21636	22152	22620	23196	23712	24252	24828	25428	26004	26604	27216	Annual
	1803	1846	1885	1933	1976	2021	2069	2119	2167	2217	2268	Monthly
	10.36	10.61	10.83	11.11	11.36	11.61	11.89	12.18	12.45	12.74	13.03	Hourly
	0.73	0.74	0.76	0.78	0.80	0.81	0.83	0.85	0.87	0.89	0.91	Standby
27	22152	22620	23196	23712	24252	24828	25428	26004	26604	27216	27852	Annual
	1846	1885	1933	1976	2021	2069	2119	2167	2217	2268	2321	Monthly
	10.61	10.83	11.11	11.36	11.61	11.89	12.18	12.45	12.74	13.03	13.34	Hourly
	0.74	0.76	0.78	0.80	0.81	0.83	0.85	0.87	0.89	0.91	0.93	Standby
28	22620	23196	23712	24252	24828	25428	26004	26604	27216	27852	28524	Annual
	1885	1933	1976	2021	2069	2119	2167	2217	2268	2321	2377	Monthly
	10.83	11.11	11.36	11.61	11.89	12.18	12.45	12.74	13.03	13.34	13.66	Hourly
	0.76	0.78	0.80	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.96	Standby
29	23196	23712	24252	24828	25428	26004	26604	27216	27852	28524	29148	Annual
	1933	1976	2021	2069	2119	2167	2217	2268	2321	2377	2429	Monthly
	11.11	11.36	11.61	11.89	12.18	12.45	12.74	13.03	13.34	13.66	13.96	Hourly
	0.78	0.80	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.96	0.98	Standby

30	23712	24252	24828	25428	26004	26604	27216	27852	28524	29148	29880	Annual
	1976	2021	2069	2119	2167	2217	2268	2321	2377	2429	2490	Monthly
	11.36	11.61	11.89	12.18	12.45	12.74	13.03	13.34	13.66	13.96	14.31	Hourly
	0.80	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.96	0.98	1.00	Standby
31	24252	24828	25428	26004	26604	27216	27852	28524	29148	29880	30564	Annual
	2021	2069	2119	2167	2217	2268	2321	2377	2429	2490	2547	Monthly
	11.61	11.89	12.18	12.45	12.74	13.03	13.34	13.66	13.96	14.31	14.64	Hourly
	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.96	0.98	1.00	1.02	Standby
32	24828	25428	26004	26604	27216	27852	28524	29148	29880	30564	31284	Annual
	2069	2119	2167	2217	2268	2321	2377	2429	2490	2547	2607	Monthly
	11.89	12.18	12.45	12.74	13.03	13.34	13.66	13.96	14.31	14.64	14.98	Hourly
	0.83	0.85	0.87	0.89	0.91	0.93	0.96	0.98	1.00	1.02	1.05	Standby
33	25428	26004	26604	27216	27852	28524	29148	29880	30564	31284	32028	Annual
	2119	2167	2217	2268	2321	2377	2429	2490	2547	2607	2669	Monthly
	12.18	12.45	12.74	13.03	13.34	13.66	13.96	14.31	14.64	14.98	15.34	Hourly
	0.85	0.87	0.89	0.91	0.93	0.96	0.98	1.00	1.02	1.05	1.07	Standby
34	26004	26604	27216	27852	28524	29148	29880	30564	31284	32028	32760	Annual
	2167	2217	2268	2321	2377	2429	2490	2547	2607	2669	2730	Monthly
	12.45	12.74	13.03	13.34	13.66	13.96	14.31	14.64	14.98	15.34	15.69	Hourly
	0.87	0.89	0.91	0.93	0.96	0.98	1.00	1.02	1.05	1.07	1.10	Standby
35	26604	27216	27852	28524	29148	29880	30564	31284	32028	32760	33588	Annual
	2217	2268	2321	2377	2429	2490	2547	2607	2669	2730	2799	Monthly
	12.74	13.03	13.34	13.66	13.96	14.31	14.64	14.98	15.34	15.69	16.09	Hourly
	0.89	0.91	0.93	0.96	0.98	1.00	1.02	1.05	1.07	1.10	1.13	Standby
36	27216	27852	28524	29148	29880	30564	31284	32028	32760	33588	34368	Annual
	2268	2321	2377	2429	2490	2547	2607	2669	2730	2799	2864	Monthly
	13.03	13.34	13.66	13.96	14.31	14.64	14.98	15.34	15.69	16.09	16.46	Hourly
	0.91	0.93	0.96	0.98	1.00	1.02	1.05	1.07	1.10	1.13	1.15	Standby
37	27852	28524	29148	29880	30564	31284	32028	32760	33588	34368	35184	Annual
	2321	2377	2429	2490	2547	2607	2669	2730	2799	2864	2932	Monthly
	13.34	13.66	13.96	14.31	14.64	14.98	15.34	15.69	16.09	16.46	16.85	Hourly
	0.93	0.96	0.98	1.00	1.02	1.05	1.07	1.10	1.13	1.15	1.18	Standby
38	28524	29148	29880	30564	31284	32028	32760	33588	34368	35184	36048	Annual
	2377	2429	2490	2547	2607	2669	2730	2799	2864	2932	3004	Monthly
	13.66	13.96	14.31	14.64	14.98	15.34	15.69	16.09	16.46	16.85	17.26	Hourly
	0.96	0.98	1.00	1.02	1.05	1.07	1.10	1.13	1.15	1.18	1.21	Standby
	29148	29880	30564	31284	32028	32760	33588	34368	35184	36048	36948	Annual

39	2429	2490	2547	2607	2669	2730	2799	2864	2932	3004	3079	Monthly
	13.96	14.31	14.64	14.98	15.34	15.69	16.09	16.46	16.85	17.26	17.70	Hourly
	0.98	1.00	1.02	1.05	1.07	1.10	1.13	1.15	1.18	1.21	1.24	Standby
40	29880	30564	31284	32028	32760	33588	34368	35184	36048	36948	37884	Annual
	2490	2547	2607	2669	2730	2799	2864	2932	3004	3079	3157	Monthly
	14.31	14.64	14.98	15.34	15.69	16.09	16.46	16.85	17.26	17.70	18.14	Hourly
	1.00	1.02	1.05	1.07	1.10	1.13	1.15	1.18	1.21	1.24	1.27	Standby
41	30564	31284	32028	32760	33588	34368	35184	36048	36948	37884	38808	Annual
	2547	2607	2669	2730	2799	2864	2932	3004	3079	3157	3234	Monthly
	14.64	14.98	15.34	15.69	16.09	16.46	16.85	17.26	17.70	18.14	18.59	Hourly
	1.02	1.05	1.07	1.10	1.13	1.15	1.18	1.21	1.24	1.27	1.30	Standby
42	31284	32028	32760	33588	34368	35184	36048	36948	37884	38808	39816	Annual
	2607	2669	2730	2799	2864	2932	3004	3079	3157	3234	3318	Monthly
	14.98	15.34	15.69	16.09	16.46	16.85	17.26	17.70	18.14	18.59	19.07	Hourly
	1.05	1.07	1.10	1.13	1.15	1.18	1.21	1.24	1.27	1.30	1.33	Standby
43	32028	32760	33588	34368	35184	36048	36948	37884	38808	39816	40752	Annual
	2669	2730	2799	2864	2932	3004	3079	3157	3234	3318	3396	Monthly
	15.34	15.69	16.09	16.46	16.85	17.26	17.70	18.14	18.59	19.07	19.52	Hourly
	1.07	1.10	1.13	1.15	1.18	1.21	1.24	1.27	1.30	1.33	1.37	Standby
44	32760	33588	34368	35184	36048	36948	37884	38808	39816	40752	41808	Annual
	2730	2799	2864	2932	3004	3079	3157	3234	3318	3396	3484	Monthly
	15.69	16.09	16.46	16.85	17.26	17.70	18.14	18.59	19.07	19.52	20.02	Hourly
	1.10	1.13	1.15	1.18	1.21	1.24	1.27	1.30	1.33	1.37	1.40	Standby
45	33588	34368	35184	36048	36948	37884	38808	39816	40752	41808	42852	Annual
	2799	2864	2932	3004	3079	3157	3234	3318	3396	3484	3571	Monthly
	16.09	16.46	16.85	17.26	17.70	18.14	18.59	19.07	19.52	20.02	20.52	Hourly
	1.13	1.15	1.18	1.21	1.24	1.27	1.30	1.33	1.37	1.40	1.44	Standby
46	34368	35184	36048	36948	37884	38808	39816	40752	41808	42852	43956	Annual
	2864	2932	3004	3079	3157	3234	3318	3396	3484	3571	3663	Monthly
	16.46	16.85	17.26	17.70	18.14	18.59	19.07	19.52	20.02	20.52	21.05	Hourly
	1.15	1.18	1.21	1.24	1.27	1.30	1.33	1.37	1.40	1.44	1.47	Standby
47	35184	36048	36948	37884	38808	39816	40752	41808	42852	43956	45036	Annual
	2932	3004	3079	3157	3234	3318	3396	3484	3571	3663	3753	Monthly
	16.85	17.26	17.70	18.14	18.59	19.07	19.52	20.02	20.52	21.05	21.57	Hourly
	1.18	1.21	1.24	1.27	1.30	1.33	1.37	1.40	1.44	1.47	1.51	Standby
48	36048	36948	37884	38808	39816	40752	41808	42852	43956	45036	46152	Annual
	3004	3079	3157	3234	3318	3396	3484	3571	3663	3753	3846	Monthly
	17.26	17.70	18.14	18.59	19.07	19.52	20.02	20.52	21.05	21.57	22.10	Hourly

	1.21	1.24	1.27	1.30	1.33	1.37	1.40	1.44	1.47	1.51	1.55	Standby
49	36948	37884	38808	39816	40752	41808	42852	43956	45036	46152	47280	Annual
	3079	3157	3234	3318	3396	3484	3571	3663	3753	3846	3940	Monthly
	17.70	18.14	18.59	19.07	19.52	20.02	20.52	21.05	21.57	22.10	22.64	Hourly
	1.24	1.27	1.30	1.33	1.37	1.40	1.44	1.47	1.51	1.55	1.58	Standby
50	37884	38808	39816	40752	41808	42852	43956	45036	46152	47280	48492	Annual
	3157	3234	3318	3396	3484	3571	3663	3753	3846	3940	4041	Monthly
	18.14	18.59	19.07	19.52	20.02	20.52	21.05	21.57	22.10	22.64	23.22	Hourly
	1.27	1.30	1.33	1.37	1.40	1.44	1.47	1.51	1.55	1.58	1.63	Standby
51	38808	39816	40752	41808	42852	43956	45036	46152	47280	48492	49692	Annual
	3234	3318	3396	3484	3571	3663	3753	3846	3940	4041	4141	Monthly
	18.59	19.07	19.52	20.02	20.52	21.05	21.57	22.10	22.64	23.22	23.80	Hourly
	1.30	1.33	1.37	1.40	1.44	1.47	1.51	1.55	1.58	1.63	1.67	Standby
52	39816	40752	41808	42852	43956	45036	46152	47280	48492	49692	50964	Annual
	3318	3396	3484	3571	3663	3753	3846	3940	4041	4141	4247	Monthly
	19.07	19.52	20.02	20.52	21.05	21.57	22.10	22.64	23.22	23.80	24.41	Hourly
	1.33	1.37	1.40	1.44	1.47	1.51	1.55	1.58	1.63	1.67	1.71	Standby
53	40752	41808	42852	43956	45036	46152	47280	48492	49692	50964	52212	Annual
	3396	3484	3571	3663	3753	3846	3940	4041	4141	4247	4351	Monthly
	19.52	20.02	20.52	21.05	21.57	22.10	22.64	23.22	23.80	24.41	25.01	Hourly
	1.37	1.40	1.44	1.47	1.51	1.55	1.58	1.63	1.67	1.71	1.75	Standby
54	41808	42852	43956	45036	46152	47280	48492	49692	50964	52212	53520	Annual
	3484	3571	3663	3753	3846	3940	4041	4141	4247	4351	4460	Monthly
	20.02	20.52	21.05	21.57	22.10	22.64	23.22	23.80	24.41	25.01	25.63	Hourly
	1.40	1.44	1.47	1.51	1.55	1.58	1.63	1.67	1.71	1.75	1.79	Standby
55	42852	43956	45036	46152	47280	48492	49692	50964	52212	53520	54840	Annual
	3571	3663	3753	3846	3940	4041	4141	4247	4351	4460	4570	Monthly
	20.52	21.05	21.57	22.10	22.64	23.22	23.80	24.41	25.01	25.63	26.26	Hourly
	1.44	1.47	1.51	1.55	1.58	1.63	1.67	1.71	1.75	1.79	1.84	Standby
56	43956	45036	46152	47280	48492	49692	50964	52212	53520	54840	56220	Annual
	3663	3753	3846	3940	4041	4141	4247	4351	4460	4570	4685	Monthly
	21.05	21.57	22.10	22.64	23.22	23.80	24.41	25.01	25.63	26.26	26.93	Hourly
	1.47	1.51	1.55	1.58	1.63	1.67	1.71	1.75	1.79	1.84	1.89	Standby
57	45036	46152	47280	48492	49692	50964	52212	53520	54840	56220	57624	Annual
	3753	3846	3940	4041	4141	4247	4351	4460	4570	4685	4802	Monthly
	21.57	22.10	22.64	23.22	23.80	24.41	25.01	25.63	26.26	26.93	27.60	Hourly
	1.51	1.55	1.58	1.63	1.67	1.71	1.75	1.79	1.84	1.89	1.93	Standby

58	46152	47280	48492	49692	50964	52212	53520	54840	56220	57624	59088	Annual
	3846	3940	4041	4141	4247	4351	4460	4570	4685	4802	4924	Monthly
	22.10	22.64	23.22	23.80	24.41	25.01	25.63	26.26	26.93	27.60	28.30	Hourly
	1.55	1.58	1.63	1.67	1.71	1.75	1.79	1.84	1.89	1.93	1.98	Standby
59	47280	48492	49692	50964	52212	53520	54840	56220	57624	59088	60528	Annual
	3940	4041	4141	4247	4351	4460	4570	4685	4802	4924	5044	Monthly
	22.64	23.22	23.80	24.41	25.01	25.63	26.26	26.93	27.60	28.30	28.99	Hourly
	1.58	1.63	1.67	1.71	1.75	1.79	1.84	1.89	1.93	1.98	2.03	Standby
60	48492	49692	50964	52212	53520	54840	56220	57624	59088	60528	62100	Annual
	4041	4141	4247	4351	4460	4570	4685	4802	4924	5044	5175	Monthly
	23.22	23.80	24.41	25.01	25.63	26.26	26.93	27.60	28.30	28.99	29.74	Hourly
	1.63	1.67	1.71	1.75	1.79	1.84	1.89	1.93	1.98	2.03	2.08	Standby
61	49692	50964	52212	53520	54840	56220	57624	59088	60528	62100	63600	Annual
	4141	4247	4351	4460	4570	4685	4802	4924	5044	5175	5300	Monthly
	23.80	24.41	25.01	25.63	26.26	26.93	27.60	28.30	28.99	29.74	30.46	Hourly
	1.67	1.71	1.75	1.79	1.84	1.89	1.93	1.98	2.03	2.08	2.13	Standby
62	50964	52212	53520	54840	56220	57624	59088	60528	62100	63600	65220	Annual
	4247	4351	4460	4570	4685	4802	4924	5044	5175	5300	5435	Monthly
	24.41	25.01	25.63	26.26	26.93	27.60	28.30	28.99	29.74	30.46	31.24	Hourly
	1.71	1.75	1.79	1.84	1.89	1.93	1.98	2.03	2.08	2.13	2.19	Standby
63	52212	53520	54840	56220	57624	59088	60528	62100	63600	65220	66852	Annual
	4351	4460	4570	4685	4802	4924	5044	5175	5300	5435	5571	Monthly
	25.01	25.63	26.26	26.93	27.60	28.30	28.99	29.74	30.46	31.24	32.02	Hourly
	1.75	1.79	1.84	1.89	1.93	1.98	2.03	2.08	2.13	2.19	2.24	Standby
64	53520	54840	56220	57624	59088	60528	62100	63600	65220	66852	68496	Annual
	4460	4570	4685	4802	4924	5044	5175	5300	5435	5571	5708	Monthly
	25.63	26.26	26.93	27.60	28.30	28.99	29.74	30.46	31.24	32.02	32.80	Hourly
	1.79	1.84	1.89	1.93	1.98	2.03	2.08	2.13	2.19	2.24	2.30	Standby
65	54840	56220	57624	59088	60528	62100	63600	65220	66852	68496	70200	Annual
	4570	4685	4802	4924	5044	5175	5300	5435	5571	5708	5850	Monthly
	26.26	26.93	27.60	28.30	28.99	29.74	30.46	31.24	32.02	32.80	33.62	Hourly
	1.84	1.89	1.93	1.98	2.03	2.08	2.13	2.19	2.24	2.30	2.35	Standby
66	56220	57624	59088	60528	62100	63600	65220	66852	68496	70200	71988	Annual
	4685	4802	4924	5044	5175	5300	5435	5571	5708	5850	5999	Monthly
	26.93	27.60	28.30	28.99	29.74	30.46	31.24	32.02	32.80	33.62	34.48	Hourly
	1.89	1.93	1.98	2.03	2.08	2.13	2.19	2.24	2.30	2.35	2.41	Standby
67	57624	59088	60528	62100	63600	65220	66852	68496	70200	71988	73776	Annual
	4802	4924	5044	5175	5300	5435	5571	5708	5850	5999	6148	Monthly

	27.60 1.93	28.30 1.98	28.99 2.03	29.74 2.08	30.46 2.13	31.24 2.19	32.02 2.24	32.80 2.30	33.62 2.35	34.48 2.41	35.33 2.47	Hourly Standby
68	59088	60528	62100	63600	65220	66852	68496	70200	71988	73776	75636	Annual
	4924	5044	5175	5300	5435	5571	5708	5850	5999	6148	6303	Monthly
	28.30	28.99	29.74	30.46	31.24	32.02	32.80	33.62	34.48	35.33	36.22	Hourly
	1.98	2.03	2.08	2.13	2.19	2.24	2.30	2.35	2.41	2.47	2.54	Standby
69	60528	62100	63600	65220	66852	68496	70200	71988	73776	75636	77520	Annual
	5044	5175	5300	5435	5571	5708	5850	5999	6148	6303	6460	Monthly
	28.99	29.74	30.46	31.24	32.02	32.80	33.62	34.48	35.33	36.22	37.13	Hourly
	2.03	2.08	2.13	2.19	2.24	2.30	2.35	2.41	2.47	2.54	2.60	Standby
70	62100	63600	65220	66852	68496	70200	71988	73776	75636	77520	79464	Annual
	5175	5300	5435	5571	5708	5850	5999	6148	6303	6460	6622	Monthly
	29.74	30.46	31.24	32.02	32.80	33.62	34.48	35.33	36.22	37.13	38.06	Hourly
	2.08	2.13	2.19	2.24	2.30	2.35	2.41	2.47	2.54	2.60	2.66	Standby