September 30, 2016

David Schumacher, Director
Office of Financial Management
301 Insurance Building
PO Box 43113
Olympia, WA 98504-3113

Dear Mr. Schumacher:

In compliance with RCW 41.80.010, enclosed are the 2017-2019 Collective Bargaining Agreements and related budget documents pertaining to the collective bargaining Washington State University conducted with the following Unions regarding the represented bargaining units identified below:

- Public School Employees of Washington – Bargaining Unit 16 and 18
- Washington Federation of State Employees (WFSE) – Bargaining Units 2, 12, 13 and 15. The ratification vote is scheduled to end on September 30, 2016 at 5:00 pm. The WSU/WFSE collective bargaining agreement and budget proposal is being submitted contingent upon union ratification of the Agreement. We will follow up with OFM staff following the ratification vote.
- Washington State University Police Guild – Bargaining Unit 4

We request state funding for these Agreements as noted in the attached budget documents.

Please contact me at 509-335-9681 or joank@wsu.edu if I can provide additional information.

Sincerely,

Joan S. King
Associate Vice President and Chief University Budget Officer

cc: WSU – Human Resource Services- Labor Relations
AGENCY RECOMMENDATION SUMMARY:
Washington State University bargained with the Police Guild regarding Bargaining Unit 4, representing police positions. The Police Guild and the University ratified the Contract and the final signature was received on September 29, 2016.

FISCAL DETAILS:

<table>
<thead>
<tr>
<th>Operating Expenditures</th>
<th>FY 2018</th>
<th>FY 2019</th>
<th>FY 2020</th>
<th>FY 2021</th>
</tr>
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<tbody>
<tr>
<td>Fund 001 - State General Fund</td>
<td>227,000</td>
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<td><strong>Total Cost</strong></td>
<td><strong>$ 227,000</strong></td>
<td><strong>$ 227,000</strong></td>
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<tr>
<th>Staffing</th>
<th>FY 2018</th>
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<th>FY 2020</th>
<th>FY 2021</th>
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<tr>
<td>FTE's</td>
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</tbody>
</table>

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<tr>
<th>Expenditures by Object</th>
<th>FY 2018</th>
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<th>FY 2020</th>
<th>FY 2021</th>
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<tr>
<td>Salaries</td>
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<tr>
<td>Faculty</td>
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<td>A/P</td>
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<tr>
<td>TA/GA</td>
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<tr>
<td>Classified Benefits</td>
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<td>36,000</td>
<td>36,000</td>
<td>36,000</td>
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<tr>
<td>Goods/Services</td>
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<td>Travel</td>
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<td>Equipment</td>
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</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>$ 227,000</strong></td>
<td><strong>$ 227,000</strong></td>
<td><strong>$ 227,000</strong></td>
<td><strong>$ 227,000</strong></td>
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</tbody>
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Collective bargaining agreements at WSU are bargained under RCW 41.80 and as such are negotiated every two years. The fiscal detail above reflects only the impact of the contracts negotiated for the 2017-19 biennium. The fiscal impact of negotiations that will occur for the 2019-21 biennium are indeterminate, as those Contract provisions have yet to be negotiated.

PACKAGE DESCRIPTION:
The following is a summary of the 2016 WSU/Guild Contract negotiations. This summary highlights the significant areas of the Contract. It is not intended to provide detailed information concerning each article or provision.

DURATION:
The term of the new contract is July 1, 2017 through June 30, 2019. This corresponds with the State of Washington’s biennial budget, as required by law.
ECONOMIC ITEMS:

- Effective July 1, 2017, the University will follow the State Human Resources General Services Salary Schedule(s) (for non-represented employees) in effect July 1, 2017 through June 30, 2019.

- Effective July 1, 2017 each classification identified below will be assigned Special Pay Range Assignment on the General Services Salary Schedule as approved by State Human Resources.

<table>
<thead>
<tr>
<th>Class Code</th>
<th>Job Classification</th>
<th>15-17 WSU/WSUPD Salary Schedule Range</th>
<th>17-19 General Services Salary Schedule - Special Pay Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>387E</td>
<td>Campus Police Officer</td>
<td>53</td>
<td>61</td>
</tr>
<tr>
<td>387F</td>
<td>Campus Police Corporal</td>
<td>55</td>
<td>63</td>
</tr>
<tr>
<td>387G</td>
<td>Campus Police Sergeant</td>
<td>58</td>
<td>66</td>
</tr>
</tbody>
</table>

Wage Increases: Wage increases for the Contract period will be equal to those increases observed on the General Services Salary Schedule(s) in effect throughout the 2017-2019 Contract term.

Shift Differential: WSU will continue to pay shift differential at $.65/hour. However, if the shift differential for other WSU employees increases, employees covered by the Contract will receive the higher amount.

Recruitment and Retention: The University may increase an employee’s step to Step M to address issues related to recruitment, retention or other business needs.

NON-ECONOMIC ITEMS:

Leaves: Should the WAC 357-31 yield higher leave benefits, applicable to WSU civil service employees, than noted in the Contract, the University will follow the applicable WAC for employees covered by the Contract.
COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

WASHINGTON STATE UNIVERSITY

AND

THE WASHINGTON STATE UNIVERSITY
POLICE GUILD

July 1, 2017 – June 30, 2019
Table of Contents

Preamble...........................................................................................................................................1

Definitions...........................................................................................................................................2

Article 1: Scope and Interpretation.................................................................................................3
  Entire Agreement .................................................................................................................................3
  Management Rights ...........................................................................................................................3
  Revenue/Appropriations .....................................................................................................................4
  Wage Reopener .................................................................................................................................4
  No Strike ...........................................................................................................................................4
  Savings Clause ................................................................................................................................4

Article 2: Non-Discrimination ..........................................................................................................6

Article 3: Employee Rights and Responsibilities ...........................................................................7
  Safety ...............................................................................................................................................7
  Off-Duty Employment ......................................................................................................................7
  Off-Campus Break Facilities ............................................................................................................8
  Liability Protection ............................................................................................................................8

Article 4: Guild Rights and Responsibilities ....................................................................................9
  Membership ......................................................................................................................................9
  Checkoff ..........................................................................................................................................9
  Roster .............................................................................................................................................10
  Bulletin Board ................................................................................................................................10
  Guild Business .................................................................................................................................10
  Stewards .........................................................................................................................................10

Article 5: Guild-Management Relations .........................................................................................12

Article 6: Hours of Work and Overtime ..........................................................................................13

Article 7: Job Processes ....................................................................................................................17
  Probationary Employees ....................................................................................................................17
  Temporary Appointment of Campus Police Officers .......................................................................17
  Temporary Upgrade ..........................................................................................................................18
  Layoff and Recall .............................................................................................................................18
  Layoff Processes ...............................................................................................................................18
  Performance Evaluation .....................................................................................................................18
  Personnel Files ................................................................................................................................19

Article 8: Uniforms and Equipment ..................................................................................................20

Article 9: Training .............................................................................................................................23
Article 10: Discipline Procedures ................................................................. 24
Article 11: Grievance Procedure ................................................................. 28
Article 12: Department Policies and Procedures ......................................... 30
Article 13: Wages and Incentives ............................................................... 31
  Wage Scales ....................................................................................... 31
  Salary Movement ............................................................................. 31
  Shift Differential ............................................................................. 31
  Field Training Officer ..................................................................... 31
  Stand-By Pay .................................................................................. 31
  Officer-In-Charge .......................................................................... 32
  Educational Benefits ....................................................................... 32
Article 14: Holidays .................................................................................... 33
  Holiday Bank ................................................................................... 33
  Personal Holidays .......................................................................... 33
  Faith or Conscience Unpaid Holiday .............................................. 34
Article 15: Leave ......................................................................................... 35
  Vacation Leave ............................................................................... 35
  Sick Leave ....................................................................................... 36
  Shared Leave .................................................................................. 38
  Military Leave ............................................................................... 40
  Miscellaneous Leave ..................................................................... 40
  Leave Without Pay ......................................................................... 41
  Light Duty ....................................................................................... 42
Article 16: Contracting Out ........................................................................ 43
Article 17: Duration ..................................................................................... 44
Signatures: ............................................................................................... 45

Campus Police Officer Class Specification ........................................... 46
Campus Police Corporal Class Specification ........................................ 48
Campus Police Sergeant Class Specification ....................................... 50
PREAMBLE

This constitutes an agreement between the Board of Regents of Washington State University, hereinafter referred to as the UNIVERSITY or EMPLOYER, and the Washington State University Police Guild, hereinafter referred to as the GUILD.

The provisions of this agreement apply to those classified staff and employees employed at Washington State University in Bargaining Unit 4 as set forth in Article 4.1. The Guild is recognized as the exclusive representative for all those employees working in job classifications listed in Article 4.1. The parties agree that it has been and will be in their mutual interest and purpose to promote systematic and effective employee-management cooperation; to promote fair and reasonable working conditions; to promote effective methods for prompt adjustment of differences; to promote efficiency and economy of the University’s operations; and to provide meaningful collective negotiations of matters subject to collective bargaining under RCW 41.80.
DEFINITIONS

The following definitions are intended only to provide clarification in the interpretation and/or administration of this Agreement:

**Agreement** – This collective bargaining agreement between the Guild and the University

**BPPM** – Business Policies and Procedures Manual

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

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

**Employee** – An individual employed by the University working in a job classification covered by this Agreement

**Family member** – Individuals considered to be members of the family are mother, father, sister, brother, mother-in-law, father-in-law, spouse/domestic partner, grandparent, grandchild, son, daughter, stepchild, a child in the custody of and residing in the home of an employee.

**Full-time Employees** – Employees who are scheduled to work forty (40) hours per week.

**Guild** – WSU Police Guild

**Guild representative** – Member of the Police Guild Bargaining Unit

**PERC** – Public Employment Relations Commission

**RCW** – Revised Code of Washington

**Seniority** – Continuous, unbroken service within classification at the police department at Washington State University starting with the most recent date of hire, except for layoff and recall purposes where University seniority will apply.

**University/ Employer** – Washington State University

**WAC** – Washington Administrative Code
ARTICLE 1 – SCOPE AND INTERPRETATION

1.1 Entire Agreement
The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

A. Except as provided in the Savings Clause, the University and the Guild for the duration of the Agreement each voluntarily and unqualifiedly agrees to waive its right to oblige the other party to engage in collective bargaining with respect to any subject whether or not it is specifically referred to or covered in this Agreement.

B. This Agreement preempts all rules, and subjects addressed in whole or in part by rules adopted or administered by the Washington State Human Resources Office.

C. University Policy and Regulation

Unless superseded by a specific provision of this Agreement, the University’s Policies, Rules, Regulations, and Procedures, as currently written or as amended, will apply to all employees.

1.2 Management Rights
The Guild recognizes the prerogative and responsibility of the University to operate and manage its affairs in all respects in accordance with its lawful authority. Except as expressly modified or restricted by a specific provision of this Agreement or of a statute, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the University which, in addition to all powers, duties and rights established by constitutional provision, statute, or rule will include but not be limited to, the right to:

A. Determine the University’s functions, programs, organizational structure and use of technology;

B. Determine the University’s budget and size of its workforce and the financial basis for layoffs;

C. Direct and supervise employees;

D. Take all necessary actions to carry out the mission of the University and of the State during emergencies;

E. Determine the University’s mission and strategic plans;

F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the University;

G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;

H. Establish or modify the workweek, daily work shift, hours of work and days off;
I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;

J. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;

K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees;

L. Determine, prioritize and assign work to be performed;

M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;

N. Determine training needs, methods of training and employees to be trained;

O. Determine the reasons for and methods by which employees will be laid-off; and

P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary actions.

1.3 Revenue/ Appropriations
Should the University request, but not receive anticipated appropriations or revenues, those portion(s) of the Agreement that are contingent upon financial resources will be opened for renegotiation.

1.4 Wage Reopener
The parties agree they may re-open negotiations on compensation adjustments dependent upon economic feasibility. Indicators of economic feasibility will be: the Director determines implementation of such adjustments is economically feasible and the legislature appropriates funding in accordance with applicable law; if a State initiative or referendum is submitted to the voters and is passed that specifically provides funding for general salary increases for higher education employees; or the University provides across the board salary increases to Civil Service and/or Administrative Professional employees. If tentative agreement is achieved, the University will submit a request to OFM for a finding of financial feasibility and, if such a finding is made, for approval and funding by the Governor and Legislature when necessary.

1.5 No Strike
On behalf of employees in the bargaining unit, the Guild and employees agree that they will not participate in, cause, instigate, support or condone any work stoppage, strike, slowdown or other inference with the normal operation of the University.

1.6 Savings Clause
A. To the extent that provisions in the Agreement are in conflict with applicable law, the law shall prevail. Should any article, section or portion of the Agreement be held unlawful or invalid by a court or held to be in conflict with applicable law by a court of competent jurisdiction, such decision shall apply only to the specific section, article or portion thereof. The remaining parts or provisions shall remain in full force and effect. The parties agree to negotiate immediately and substitute for the invalidated article, section or portion thereof.
B. If any Police Department policies or procedures are in conflict with this Agreement, the Agreement shall prevail. Copies of Department Policies and Procedures shall be made available to officers.
ARTICLE 2 – NON-DISCRIMINATION

2.1 Non-Discrimination Policy – State-Federal Law
It is agreed by the University and the Guild that the University and the Guild are legally obligated to insure non-discrimination in all terms and conditions of employment; and will provide equality of opportunity, consideration and treatment for all employees.

2.2 Non-Discrimination Policy – Guild Membership
Neither the University nor the Guild shall interfere with the rights of employees covered by this agreement to become or refrain from becoming members of the Guild, and neither shall discriminate against any such employees because of membership or non-membership in any employee organization. This section is not meant to diminish employees’ rights to petition for an agency shop in accordance with PERC rules and regulations.
ARTICLE 3 – EMPLOYEE RIGHTS AND RESPONSIBILITIES

3.1 Safety
A. The Guild and the University agree that no employee should work, or be directed to work, in a manner or condition that does not at least comply with minimum accepted safety practices or standards as established by the Washington Industrial Safety and Health Act.

B. When an employee has reason to believe that an unsafe working condition exists, the employee shall immediately report the condition to the Supervisor.

C. Attendance at the Public Safety Division Safety Committee meeting shall be in compliance with the University safety rules but shall in no case result in overtime.

D. No member of the bargaining unit shall work in excess of twelve (12) hours per day unless it is an emergency situation as determined by the Police Chief or other command personnel or agreed upon by both parties.

E. The University will comply with the University Blood Borne Pathogen Program as administered by Environmental Health and Safety. The University agrees that its program shall, at a minimum, meet standards set by State and Federal laws, and/or administrative codes.

F. It is understood that safety will be considered when developing departmental policies and procedures.

3.2 Off-Duty Employment
A. Law enforcement is a career that requires participants to devote their full energies to the work and lifestyle that is found therein. While economic or diversified interests may compel other activities for pay or experience, it is expected that the overriding loyalty of each employee will remain with the Washington State University Police Department. So that each employee is aware of what the Department perceives as proper perspective for relating career endeavors to off-duty work or related activities, the following guidelines have been established.

B. The University will not interfere with the employees in the bargaining unit obtaining off-duty employment or performing volunteer services providing such employment/services shall not:

1. Interfere with the employee’s work performance;
2. Extend or place the University’s liability in jeopardy;
3. Be a violation of the Washington State Ethics Law;
4. Involve use of University equipment or the official WSU police uniform; or
5. Creates a potential conflict of interest with department operations.

C. If an off-duty employment situation is held by a member of this bargaining unit and later found to violate any provision stated in 3.2.B above, the employee will be required to terminate such employment/service.
D. Employees directed to report for work will do so regardless of their off duty employment situation.

E. Employees shall notify the Chief of any outside employment.

3.3 Off-Campus Break Facilities
A. Lunch and breaks may be taken anywhere within the Pullman city limits.

B. Officers can purchase food only at those commercial establishments whose primary business is the preparation and or the sale of food; meals at taverns, cocktail lounges, bars, or their functional equivalents are prohibited.

C. Off campus lunch breaks are subject to the approval of the officer’s supervisor, and dispatch is to be notified prior to taking breaks off campus.

3.4 Liability Protection
Employees in the bargaining unit are covered by the provisions of the State’s Tort Claims Act (Chapter 4.92 RCW). Pursuant to the Tort Claims Act, the State provides legal defense for any employee against whom a claim for damages is made which arises out of the employee’s good faith performance of his or her job duties. The final determination of whether an employee meets the criteria for providing defense rests with the Attorney General’s Office and the WSU Board of Regents. Any and every judgment obtained in cases in which the Attorney General’s Office defends the employee is paid from State funds.
ARTICLE 4 – GUILD RIGHTS AND RESPONSIBILITIES

4.1 Membership
The University will inform all new employees hired into a position within the bargaining unit of the Guild’s exclusive recognition and shall furnish a copy of the agreement (the cost of which shall be shared equally between the University and the Guild). Classifications in the bargaining unit are:

<table>
<thead>
<tr>
<th>Job Class Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campus Police Sergeant</td>
</tr>
<tr>
<td>Campus Police Corporal</td>
</tr>
<tr>
<td>Campus Police Officer</td>
</tr>
</tbody>
</table>

A. When the University hires or promotes an employee into a classification represented by the Guild, the University will notify the employee of his or her obligation under an agency shop.

B. Employees who choose not to become Guild members must pay to the Guild, no later than the thirtieth (30th) day following the beginning of employment, an agency shop fee equal to the amount required to be a member in good standing of the Guild.

C. An employee who does not join the Guild based on bona fide religious tenets, or teachings of a church or religious body of which they are members, will make payments to the Guild that are equal to its membership dues, less monthly Guild insurance premiums, if any. These payments will be used for purposes within the program of the Guild that are in harmony with the employee’s conscience. Such employees will not be members of the Guild, but are entitled to all of the representational rights of union members.

D. The Guild will establish a procedure that any employee who makes a request may pay a representation fee equal to a pro rata share of collective bargaining expenses, rather than the full membership fee.

E. The University will notify new employees of the above provisions. If an employee fails to meet these conditions, the Guild will notify the University and inform the employee that his or her employment may be discharged.

F. The Guild will indemnify and hold the University harmless from any claim or action brought against the University, including its officers, employees, or agents as a result of compliance by the University with the terms of Article 4.1 A-E, and shall pay all costs, including reasonable attorney fees, judgments, settlements, or penalties awarded against or incurred by the University.

4.2 Checkoff
During the term of this Agreement, the University shall deduct current Guild dues from the pay of each member of the Guild upon written authorization. Authorization forms will be provided by the Guild. When filed with the University, the authorization form will be honored in accordance with its terms. In order to cancel the payroll deduction, the employee shall file written notice with the University and the Guild thirty (30) days prior to the effective date of the cancellation. Deductions will be transmitted monthly to the Guild electronically or by check.
payable to its order. Upon electronic deposit or issuance and transmission of a check to the Guild, the University’s responsibility shall cease. The Guild agrees to provide 30 days written notice of any changes in dues. The University shall be held harmless by the Guild with respect to any actions it may take to comply with this section, and the Guild shall indemnify and defend the University from any claims arising there from.

4.3 Roster
Upon effective date of this Agreement, the University will supply to the Guild a roster of employees in the bargaining unit. The list will include names and job classifications. The University will provide a list of new hires upon the request of the Guild, but such requests shall be made no more than once a month.

4.4 Bulletin Board
The University agrees to provide a three-foot by four-foot bulletin board in the Police Department Building for use by the Guild.

4.5 Guild Business
A. One (1) duly authorized Guild Representative may participate in the grievance process as outlined in Article 11 without loss of pay if the grievance process occurs during that Representative’s normal working hours. In no event shall any Guild representatives be eligible for or be entitled to overtime for participating in the grievance process. The University agrees that subject to Washington State Executive Ethics Board statutes, rules, policies and declaratory rulings, the Guild may have limited use of University facilities as long as there is no cost to WSU. Such use shall not interfere in any manner with the University’s operations.

B. Any person who performs services under the direction or on behalf of the Guild in accordance with this Agreement, or who serves on a Guild committee, shall not be discriminated against because of their Guild activities.

C. One (1) authorized Guild representative may be granted leave without pay for a reasonable period of time for the purpose of attending Guild conferences and meetings, as determined by the Police Chief; provided that the authorized representative’s absence will not adversely affect the University’s operations nor cause the University to incur overtime or other additional expenses. Notice of intent to be absent for such purposes shall be given the University in sufficient time to enable it to secure someone to perform the employee’s duties without incurring overtime. The Guild agrees to assist, upon request, in arranging for a replacement when necessary in order to prevent overtime from occurring.

4.6 Stewards
A. Recognition: The University recognizes the right of the Guild to designate a maximum of three (3) Guild representatives who shall be members of the bargaining unit and who upon proper designation in accordance with section 4.6.C of this Article shall be authorized to take up employee grievances through the grievance procedure of this Agreement. No more than one (1) Guild representative will be involved in processing an individual grievance. All such representatives shall be able to bargain successor contracts, however, any paid release time for such bargaining must be agreed to by the University prior to the start of bargaining.
B. **Guild representative Release Time:** A Guild representative who is processing a grievance in accordance with the grievance procedure of this Agreement shall be permitted reasonable time to assist in the resolution of legitimate employee grievances on the University’s property without loss of pay or recorded work time. Time off for processing grievances shall be granted to a Guild representative by management following a request, but in consideration of job responsibilities. If permission for time off is not granted, the supervisor shall arrange for time off at the earliest possible time thereafter.

C. **Designation of Guild representatives:** On a yearly basis, the Guild will submit the names of all Guild representatives to the University’s Labor Relations Officer and Police Chief. The Guild will notify the Labor Relations Officer and Chief in writing of any changes in Guild representatives as soon as practical after the change is made.
ARTICLE 5 – GUILD-MANAGEMENT RELATIONS

5.1 The purpose of this Article is to establish an orderly procedure for discussion and disposition of matters affecting working conditions of employees covered by this Agreement.

A. The University agrees to notify the Guild and the President of the Guild reasonably in advance of anticipated University actions that broadly affect working conditions of employees covered by this Agreement, and a meeting shall be held thereon if requested by the Guild. Reassignments and emergency actions shall be excepted from the advance notice requirements of this provision.

B. There shall be a Guild-Management Committee consisting of three (3) members designated by the Guild and three (3) members designated by the Vice President for Finance & Administration. One (1) of the members designated by the Vice President for Finance & Administration shall preside as Chairperson. Appropriate resource persons may be in attendance as required and agreed upon by both parties.

C. Summary minutes will be taken by a person designated by the Chairperson. Such minutes shall not alter the terms and conditions of this agreement. The minutes shall consist of the topics discussed and the disposition of each. Copies of the minutes shall be reviewed and signed jointly by a University designee and member designated by the Guild who participated in the meeting, before such become official and are distributed. Copies of officially approved minutes shall be furnished to each member of the Committee.

D. The Guild-Management Committee shall meet quarterly or more frequently as mutually agreed. The Committee shall have no bargaining authority; however, matters agreed upon shall be supported by both the University and the Guild. Nothing in this Article shall be construed to obligate either party to limit, restrict, or reduce their prerogatives as outlined in this agreement.

It is agreed and understood that the labor management meeting process is designed to facilitate employer/employee cooperation. The parties recognize that discussion of changes will be conducted prior to the implementation of such changes. These discussions should allow full consideration of concerns of both parties. The parties should make a good faith effort to reach agreement on the proposed changes prior to implementation. However, after giving due consideration to the concerns and suggestions of the employees, management should be able to implement changes in training programs, personnel practices or policies as needed without bargaining those changes to impasse.

E. Employees who are representing the Guild at the Guild-Management Committee meeting shall be in pay status for actual time spent at meetings held during their regularly scheduled shift. Attendance shall in no case result in overtime compensation.

F. Items for the agenda for the Guild-Management Committee meetings shall be submitted to the designated Police Department personnel not less than five working days prior to the meeting. The agenda may be supplemented by either party and a final agenda shall be furnished to both parties not less than one working day prior to the meeting. The agenda shall consist of issues that are of general concern only and will exclude any individual grievances in process.
ARTICLE 6 – HOURS OF WORK AND OVERTIME

6.1 Employees of this bargaining unit shall work a scheduled seven (7) day work period unless assigned to a twelve (12) hour day, fourteen (14) day work period. The fourteen (14) day work period shall be in accordance with Section 7(k) of the Fair Labor Standards Act. There shall be no less than two officers on duty at any time, including any non-Guild, WSU Police Department commissioned officer so long as the department makes a good faith effort to find an off-duty officer willing to fill the vacancy, or in situations where an officer is only off duty for a short period of time.

6.2 Employee preference shall be considered in determining the work schedule assignments, but operational necessity shall be the overriding factor. Activities such, as but not limited to, special events, training and special assignments may necessitate changes in work schedules and/or work hours.

6.3 The work period, allowing consecutive days off, shall be:

A. Composed of an average forty (40) hours per week and either:
   1. Five (5) consecutive eight (8) hour days or
   2. Four (4) consecutive ten (10) hour days

B. The twelve (12) hour day is to be used with the fourteen (14) day work period. The fourteen (14) day work period schedule shall be composed of three (3) days worked, three (3) days off, four (4) days worked, four (4) days off. There will be two (2) shifts, Day and Night. Each shift will be composed of two (2) squads, for a total of four (4) squads, A, B, C, & D.

<table>
<thead>
<tr>
<th>FRI</th>
<th>SAT</th>
<th>SUN</th>
<th>MON</th>
<th>TUE</th>
<th>WED</th>
<th>THU</th>
<th>FRI</th>
<th>SAT</th>
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C. Inclusive in the eight (8) hour or ten (10) hour day will be a thirty (30) minute paid lunch and two fifteen (15) minute breaks for all employees. Inclusive in the twelve (12) hour day will be a thirty (30) minute paid lunch and three ten (10) minute breaks for all employees. It is understood that employees will respond to service needs during lunch and breaks.

6.4 The Employer will establish and maintain a continuous twelve-month work schedule. Any changes to the schedule shall be by mutual agreement between the employee and the Employer: provided, however, that to accommodate operational convenience or necessity, the Employer may change the schedule for one or more employees upon seven (7) days prior written notice. In the event of illness, emergency, or any other unforeseen circumstance, the employee may be required to adjust his or her schedule to complement operational necessity of the Department with less than seven (7) days notice. In the event a unilateral change is made by the Employer because of operational convenience or necessity, the Employer will compensate the employee for extra hours worked in the work week in which the change is made in accordance with this Agreement. No employee shall be required to work more than five (5) consecutive days for a five (5) day eight (8)
hour shift or four (4) consecutive days for a four (4) day ten (10) hour shift or a twelve (12) hour/day shift in accordance with Article 6.3. The University must allow at least two (2) consecutive days off without charge to the employee’s leave banks, unless agreed upon by both parties.

6.5 The rotation of employees assigned to Patrol Section shall occur on the last Friday of August for Fall Semester, the first Friday of January for Spring Semester and the last Friday of April for Summer Semester. Annual rotation shall begin on the last Friday of August. No employee shall be required to work more than five (5) consecutive days during the shift rotation period. The University must allow at least two (2) consecutive days off without charge to the employee’s leave banks, unless agreed upon by both parties.

6.6 Shifts and individual positions therein, shall be bid upon by the employees according to seniority as defined within this agreement. The schedule shall be maintained and posted by the Patrol Sergeants. Shifts shall be posted two full rotations in advance and will not be changed, except as allowed in 6.2 above.

A. Sergeants and Corporals on each respective shift shall bid opposite days off to minimize overlapping work days, unless operations necessitate otherwise.

6.7 Shift preference, changes and trading in shift assignment may be granted to any employee who has requested, in writing, special consideration for their circumstances. Written requests shall be approved or disapproved by the Employer. In the event that two employees wish to trade shifts, both employees must submit written requests for consideration. Approval of such requests shall consider adequate shift coverage in addition to the employees’ desires. Patrol employees are expected to work one rotation of each shift every two (2) years.

6.8 Employees who wish to enroll in University classes shall have the opportunity to request, in writing, an overlap period, either at the beginning and/or the end of a semester or session as needed, to allow the employee to fully participate in their class(es) and perform their required duties. Consideration or approval of such requests shall insure that:

A. Shift coverage will not be jeopardized to a level that compromises the safety of others.

B. The employee has met the requirements of 6.6.

6.9 Any employee who is called back to work once he or she has left the campus and outside of his or her normally scheduled shift shall receive a minimum of two (2) hours bonus pay plus time actually worked. The bonus pay shall be compensated at the regular rate; time worked shall be compensated at the rate of time and one-half. This section shall not apply to a shift holdover for unanticipated work at the conclusion of the officer’s normal shift. An employee on Standby status called to return to work does not qualify for Callback pay.

6.10 For employees covered under this Agreement, the seven-day week shall begin at 2100 hours Thursday and end at 2059 hours the following Thursday. The fourteen (14) day work week shall begin at 2100 hours Thursday and end at 2059 hours the second Thursday from that date.
Employees who work more than their regularly scheduled day may request the extra hours off during that workweek. Such requests may be approved/disapproved consistent with operating requirements at the sole discretion of the Police Chief.

6.12 Overtime: Overtime shall be paid at the rate of one and one half (1 ½) times the employee’s regular rate of pay for any time worked in excess of their regularly scheduled work shift or work period.

Overtime shall be earned at a minimum of three (3) hours pay for each prescheduled outside funding overtime assignment that is cancelled after the officer has arrived at the work location. For the purposes of computing overtime, time off in pay status shall be considered as time worked.

Compensatory time shall be earned at a rate of one and one half hours for each hour of work for which overtime compensation is required.

Employees shall be offered the choice of either payment by cash or compensatory time for overtime compensation, except service center overtime shall be paid in cash only. Employees will normally be allowed to take off such accrued compensatory time when requested unless the time off would unduly disrupt Department operations as determined by the Police Chief or designee.

Accumulated compensatory time for each employee shall not exceed two hundred forty (240) hours. Any additional overtime must be paid in cash.

All employees shall deplete all of their accrued compensatory time prior to the end of each biennium, or shall be paid for the unused portion.

Accrued compensatory time may be cashed in at the employees’ discretion.

Management shall attempt to distribute pre-scheduled overtime equally and fairly, consistent with operating requirements and in consideration of individual employee desires.

Schedules for rest periods and meal breaks shall be as approved by the Shift Supervisor.

When two (2) or more officers are on duty, a minimum of one officer shall remain on active duty status during rest and meal break periods.

Days off shall be consecutive unless mutually agreed upon by the employee and the employer.

Employees shall be provided a minimum of ten (10) hours off between scheduled shifts and training, unless a shorter time is agreed upon by both parties.

Officers shall receive expense reimbursement on the same basis as other University employees and in accordance with the policies of the Office of Financial Management.

Scheduled Court/Student Conduct Hearing Assignments: When employees are required to appear in Court/Student Conduct Hearings during off duty hours as a result of their law enforcement duties
for WSU, they shall receive a minimum of two (2) hours pay at the applicable rate unless:

A. The Court/Student Conduct hearing assignment is contiguous with the officer’s regularly scheduled shift, starting or ending. When the assignment is contiguous with the officer’s regularly scheduled shift, the officer shall receive the applicable rate for all hours of the required assignment with no minimum.

B. The Court/Student Conduct hearing assignment falls during the officer’s regularly scheduled shift. When the assignment falls during the officer’s regularly scheduled shift, the assignment shall be considered part of the regular workday.
ARTICLE 7 – JOB PROCESSES

7.1 **Probationary Employees**
A. The probationary period shall be utilized to provide an adequate job orientation to include regular discussions of performance as each set of position duties may require.

B. The Chief will provide each employee a copy of the position description and a copy of the performance evaluation form.

C. Entry level employment is subject to a probationary period of twelve (12) months actual service from the date of graduation from basic academy training. Lateral entry employment and promotions are subject to a probationary period of twelve (12) months from the date of appointment. Actual service shall not include time spent away from the department for more than fifteen (15) work days during the period. Termination of a newly hired probationary employee or reversion of an officer during a probationary promotional appointment may be for any reason and is not subject to the grievance process under Article 11. Probationary periods for individual officers may be extended at the discretion of management. Upon hiring, the University may start an employee at a higher step than the minimum.

D. Probationary Employees shall be provided all necessary uniforms and equipment as soon as practical.

7.2 **Temporary Appointment of Campus Police Officers**
A. The University may appoint a Campus Police Officer on a temporary basis to fulfill an immediate staffing need while an employee is on extended leave, for a predetermined time-limited duration. The recruitment and offer letter will notify the applicant that the position is a temporary position and its expected end date.

B. It is recognized that the extension or renewal of the appointment is dependent on satisfactory performance, the need for extension, to fulfill the department staffing needs, to complete the project and/or if additional funding is secured to extend the appointment. The conclusion of a temporary appointment will not result in a layoff of the employee.

C. During the course of employment the temporary Officer will be recognized as a WSU Police Guild member and afforded all the rights of such membership.

D. The determination as to whether or not the temporary Officer will need to be sent to the Washington State Criminal Justice Basic Law Enforcement Officer Academy and/or the two (2) week Equivalency Academy for certification will be made based on the Officer’s qualifications and length of appointment.

E. The temporary Officer will undergo field training orientation (FTO). The FTO period will be dependent on the temporary Officer’s unique knowledge, skills and abilities.

7.3 **Temporary Upgrade**
A. Temporary Upgrade will be handled on a case-by-case basis.

1. Extended Temporary Upgrades: The University may assign an employee the duties
and responsibilities of a higher-level class for a period of up to three (3) full shift rotations or twelve (12) months.

B. During the temporary upgrade the employee will be placed at either the starting step of the new range or the step which provides a minimum of a two (2) step increase, whichever is higher, not to exceed the highest step of the new range.

C. The employee forfeits their right to audit the position during the period of the temporary upgrade. The employee will return to their former classification and appropriate rate of pay after the period of temporary upgrade.

D. University may use rotating assignments for the purpose of employee development or operational necessity.

7.4 **Layoff and Recall**

A. Seniority, for these purposes, is defined as the continuous, unbroken service within the Police department at Washington State University, starting with the employee’s most recent date of hire.

B. The University will layoff temporary appointment or probationary status bargaining employees prior to implementing a layoff of a permanent employee.

C. Employees will be laid off in inverse order of seniority. In the classification to be laid off, the least senior permanent employee shall be the first laid off.

D. Employees shall be provided fifteen (15) days notice of any layoff.

7.5 **Layoff Process**

Employees will be offered the following Layoff Options within the bargaining unit in the following order:

A. Continued employment in a vacant lateral or lower bargaining unit classification in which the employee has held permanent status at the time of the layoff.

B. If no vacant funded position is available, the next option is to a position occupied by the employee with the least seniority.

C. The employee may be offered a vacant lateral or lower classification bargaining unit position. The employee is not required to have held permanent status in the class, so long as they have the minimum qualifications to perform those duties.

7.6 **Performance Evaluation**

Objective: The performance evaluation process gives the Chief and other command personnel an opportunity to discuss performance goals and expectations with their employees, assess and review their performance with regard to those goals and expectations, and provide support to employees in their professional development, so that skills and abilities can be aligned with agency requirements.

A. The Chief and other command personnel are responsible for all aspects of the
evaluation. Sergeants will provide written documentation for Performance Evaluations whenever directed to do so by the Chief or other command personnel.

1. Employee work performance will be evaluated during probationary and trial service periods and at least annually thereafter. The Chief and other command personnel in coordination with the immediate supervisors will meet with employees at the start of their review period to discuss performance goals and expectations. Employees will receive copies of their performance goals and expectations as well as notification of any modifications made during the review period.

2. The performance evaluation process will include, but not be limited to, a written performance evaluation on forms used by the Chief or other command personnel, the employee’s signature acknowledging receipt of the forms, and any comments by the employee. A copy of the performance evaluation will be provided to the employee at the time of the review. If the need arises, the reviewer (typically the second line supervisor) may function as a mediator upon the request of either the supervisor or the employee. The employee has the right to submit a written rebuttal to the content of the evaluation. The original performance evaluation forms, including the employee’s comments, will be maintained in the employee’s personnel file.

3. The evaluation process is not subject to the grievance procedure.

7.7 Personnel Files

A. There shall be only one official personnel file for each employee, which shall be maintained in the Human Resource Services (HRS). The employee and/or his or her representative may examine the employee’s personnel file if the employee has so authorized in writing during regular working hours. Such examination shall be done under the supervision of the records custodian.

B. If any derogatory material is placed in the employee’s official personnel file, a copy will be furnished to the employee. The employee will have the right to rebut the material and have that answer attached to the file copy.

C. The incumbent employee upon request may review personnel files other than the official file.

D. The University shall not permit access to or the release of personnel records or personally identifiable information to non-University entities without notification to the employee. Such examinations shall be by request to the Public Record Officer and will only be released as required by law.
ARTICLE 8 – UNIFORMS AND EQUIPMENT

8.1 All commissioned officers will be required to wear the official department uniform except when directed otherwise by proper authority.

8.2 The Employer shall furnish all required uniforms and footwear for commissioned officers as specified by the Employer, and agrees to replace used uniforms as needed. All uniforms will be used only for the work of the Employer and shall remain the property of the Employer, but they shall be properly maintained by the employee provided the approved uniform is of wash and wear variety and not wool or other fabrics requiring dry cleaning. If non-wash and wear uniforms are the approved uniform, the University shall provide dry cleaning. The University shall provide a $500 footwear reimbursement and/or allowance for each bargaining unit member during this Contract term.

8.3 Approved Uniforms
The following uniforms are approved for wear on patrol at any time.
Officers will be issued one (1) Dress Uniform and one (1) Winter/Cold Weather uniforms. Officers shall have their choice of wearing any of the Everyday Uniforms for duty. They will be issued their choice of two (2) Everyday Uniforms. Officers qualified for bike patrol will receive two (2) sets of the bike uniforms. Midnight Navy or Black shall be the color of all 5.11 uniforms. Uniforms shall be replaced by the employer as needed.

Dress Uniform
Department Issue Class A as set by policy.

Winter/Cold Weather
Winter weight jumpsuit

Everyday Uniform

5.11 TDU long or short sleeve shirt or polo w/sewn on badge and name plate
5.11 TDU pant

5.11 TDU short sleeve shirt or polo w/sewn on badge and name plate
5.11 Tactical nylon shorts

5.11 Class B long/short sleeve shirt w/sewn on badge and name plate
5.11 Class B pant

Summer/light weight jumpsuit

5.11 Class B or Class A PDU long sleeve shirt w/metal badge, metal name plate, and collar brass5.11 Class B pant or Class A PDU pant
Tie w/tie bar

Bike Patrol (For Those Assigned to Bike Patrol)
Bicycle uniform consisting of pants/shorts and shirt


**SWAT (For Those Assigned to SWAT)**

**SWAT uniform**

8.4 Each police department employee of this bargaining unit shall be supplied with a minimum of the following uniform pieces:

- One 5.11 5 IN 1 Jacket
- One dress hat
- One raincoat
- Two WSU embroidered baseball hats (one blue and one black)
- One WSU embroidered stocking cap

8.5 Each police department employee of this bargaining unit shall be supplied with a minimum of the following department issued equipment. All equipment shall be used only for the work of the Employer and shall remain the property of the Employer, but shall be properly maintained by the employee:

- EMS glove holders
- Business cards
- Firearm and three magazines
- ASP/Tactical baton
- Chemical deterrent (OC/poison spray)
- One portable radio and mike
- One pair handcuffs
- One radio holder
- One flashlight holder
- One duty belt, one under belt, four belt keepers
- All belt accessories to hold the above equipment
- Protective vest
- One key holder
- One Otto-fitted earpiece
- One rechargeable flashlight
- One plain clothes handcuff and magazine holster
- One plain clothes gun holster
- One rifle for Patrol Officers only and two magazines
- One rifle magazine holder
- One Taser holster
- One digital recorder
- Two badges

For Bicycle Officers

- Eye protection (reimbursed up to a limit of $100.00)
- ANSI rated helmet
- Bicycle gloves
8.6 Officers having any item of clothing damaged or stolen on duty will have the item cleaned, repaired or replaced at the Employer’s expense on approval of the Chief of Police as reasonable and necessary. Employees who have had uniforms or clothing contaminated by bodily fluids during the course of duty may have the uniform cleaned at the Employer’s expense. Personal property items authorized for use on the job by the Employer that are damaged while being used on duty will be repaired or replaced at the Employer’s expense subject to prior approval by the Police Chief. Employees shall be held accountable for all uniforms, weapons and leather/nylon gear which are issued to the employees by the Employer. Items issued by the Employer which become worn out, lost or destroyed as a direct result of the performance of the employee’s duties, or as a result of an occurrence not due to the employee’s intentional act or negligence, shall be replaced by the Employer.

8.7 The Employer shall furnish specialized equipment as determined by the Employer. The Employer shall repair or replace items of departmental equipment rendered unserviceable in the conduct of duty.

8.8 Policies and procedures regarding uniform and adherence to standards for uniforms are set forth in the Departmental Policies.

8.9 The Employer will provide the following accessory items: color brass, name plate, shoulder patches, sleeve stripes, shooter badges, uniform badges, hat badges, and ammunition. All accessory items shall remain the property of the Employer but shall be properly maintained by the employee.

8.10 Pistols issued to commissioned officers provided by the Employer will be inspected by a certified factory authorized Glock Armor at least every year and replaced as determined by this authorized Glock Armor.

8.11 Ammunition will be furnished by the Employer and will be replaced at a minimum of once per year.

8.12 Input into the style and uniform specifications shall be sought from the Guild but the Employer reserves the right to make the final decision.
ARTICLE 9 – TRAINING

9.1 The University and the Guild recognize the importance of training programs in the development of the employees in the bargaining unit.

9.2 The University will make every reasonable effort to continue existing training programs and to develop new programs. Employees will be encouraged to participate in and provide training.

9.3 The Guild-Management Committee shall meet to discuss training standards for all employees within the bargaining unit. If the Committee is not able to reach agreement with the University regarding a training schedule within one year from the effective date of the agreement, the contract shall be opened by notice for discussion of this article and this article only.

9.4 Special arrangements as determined by the University will be made for swing and graveyard employees to attend schools. Adjusted travel days may be provided as determined by the University so as to avoid the loss of normal days off which fall within the scheduled training or travel to and from so long as this adjustment does not interfere with work productivity and efficiency.

9.5 The University shall provide the following types of training opportunities for patrol officers within three (3) years from the date of successful completion of each officer’s field training:

   Interview School (Reid or Similar) Basic Collision Investigation
   Riot School
   Street Survival or similar course

9.6 The University shall provide an opportunity for each employee, who has been employed as a WSU police officer for six (6) years or more, to participate in a professional development course of up to forty-eight (48) hours per Contract period.

The professional development course should be aimed at enhancing the knowledge, skills, as well as the professional growth of the bargaining unit member. The training request will be reviewed and based on operational necessity approved or denied at the Chief’s discretion. Should the employee not be allowed to participate in their primary choice for training, the Chief will approve another course, which provides professional development to the individual employee.
ARTICLE 10 – DISCIPLINE PROCEDURES

10.1 Discipline imposed by the University against any employee shall be for just cause.

10.2 If the University determines to bring disciplinary action against an employee for any reason, the employee shall be apprised of his or her rights of notice, representation, and grievance rights as set forth in this Agreement.

10.3 Disciplinary action shall include only the following:
   A. Suspension without pay
   B. Reduction in salary
   C. Demotion
   D. Dismissal

10.4 Prior to the imposition of any disciplinary action, the employee shall be notified in writing of the alleged violation and the action being contemplated by the University. The employee will be given reasonable opportunity to respond and may be represented.

10.5 The University may place an employee on paid assignment as outlined in 10.11.Q pending the final decision as to the appropriate discipline resulting from the pre-disciplinary meeting.

10.6 Corrective action shall include only the following:
   A. Oral admonishment
   B. Written reprimand

10.7 Corrective action is not grievable beyond Step 3 in the grievance procedure.

10.8 Disciplinary action must be taken by an appointing authority. Supervisors and above may impose corrective action.

10.9 The employee and the Guild representative with the employee’s authorization shall have the right to inspect the full contents of his or her personnel file. No corrective or disciplinary documentation may be placed in the personnel file without the employee having first been notified of said complaint and given a copy. An employee shall have the opportunity to present a written rebuttal to be inserted in his or her personnel file. Disciplinary material shall be removed from the personnel file upon mutual agreement between the employee and the supervisor. The employee shall be required to sign the corrective action or disciplinary action acknowledging that he or she has read the contents of the document.

   A. Written reprimands and their related documentation will be removed from an employee’s personnel file after two (2) years if:
      1. Circumstances do not warrant a longer retention period, such as sexual harassment or criminal conduct; and
      2. There has been no subsequent discipline; and
      3. The employee submits a written request for its removal.
B. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after two (2) years will be removed after six (6) years if:

1. Circumstances do not warrant a longer retention period, such as sexual harassment, or criminal conduct; and
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal.

If there is a new incident resulting in discipline within the applicable retention period, the documentation shall not be removed from the employee’s personnel file until the expiration of an additional like period.

The University has the right to retain corrective action and disciplinary action documentation in the personnel file and ancillary files should the action(s) in question be deemed as egregious in nature; a violation of state or federal law, or for other such good reason.

10.10 Introduction
As officers are entrusted and charged with the responsibility and duty to protect and serve society, it is essential that they command the respect of those whom they seek to protect. This public trust requires that officers demonstrate the highest degree of character and integrity. It is with this heavy obligation to those served, coupled with the need to protect the rights and preserve the dignity to individual officers, including the need to protect them from spurious allegations, that this section is formulated. The University and the Guild recognize the importance of a cooperative effort to ensure fairness to employees without unduly limiting the rights of management.

10.11 Rights of employees under investigation
When an officer is under an administrative investigation that could lead to disciplinary action:

A. The interview of any peace officer shall be at a reasonable hour, preferably at a time when the officer is on duty. If this is not possible, then during the normal waking hours of the employee.

B. The interview shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. If the interview is of extended duration, (i.e. beyond 2 hours in length), reasonable breaks will be afforded the peace officer being interviewed.

C. The officer under investigation shall be informed prior to such interview of the name and assignment of the person in charge of the investigation, the interviewing person(s), and all persons to be present during the interview.

D. The officer under investigation shall be informed of the nature of the investigation prior to any interview including the specific nature of the charges against him or her.

E. The officer being investigated shall not be subject to verbal abuse. No promise of reward shall be made as an inducement to answer any question.
F. Either the Department or the officer may request that a tape recording be made of the interview. Neither party will tape record the interview without obtaining the consent of the other party, nor shall either party attempt to secrete a tape recorder. If a tape is made the officer being interviewed is entitled to, at his or her request, a true copy of the tape. If requested, a verbatim transcript from the tape shall be provided at the officer’s expense.

G. All interviews shall be limited in scope to the activities, circumstances, or events, which pertain to the employee’s conduct or acts, which may form the basis for disciplinary action.

H. The officer under investigation shall be informed of the conclusions reached as a result of the investigation and of his or her rights of appeal under this Agreement.

I. The University agrees to provide the employee the entire contents of the employee’s investigation file prior to the imposition of any personnel action, which could result in dismissal, demotion, suspension without pay or a reduction in pay. Upon written authorization from the employee, the University will provide the Guild a copy of the file.

J. No police officer shall be compelled to submit to a polygraph examination or voice stress analyzer against his or her will. No disciplinary action or other recrimination shall be taken against an officer refusing to submit to such examination, nor shall any comment be entered anywhere in the investigator’s notes or anywhere else that the police officer refused to take such examination, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or administrative proceeding, to the effect that the employee refused to take such examination.

K. Exercise of Rights: Officers shall not be discharged, disciplined, demoted, transferred, reassigned, or discriminated against with regards to employment, nor threatened with such action as a result of exercising any of the rights granted under this process or any existing administrative grievance procedure.

L. The officer shall have the right to be accompanied and represented by a Guild member and/or legal counsel and shall be afforded a reasonable amount of time, normally not to exceed twenty-four (24) hours, to consult prior to an interview(s), meeting(s), conference(s), or discussion(s) that the employee reasonably feels may result in discipline. The representative will not disrupt the interview, meeting, conference, or discussion, or prevent the investigator or management representative from obtaining the employee’s truthful statements.

M. The representative shall not be a person subject to the investigation or a witness in the investigation. The representative, if not an attorney shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the officer under investigation for non-criminal matters.

N. No police officer shall be required or requested to disclose any item of his or her property, income, assets, source of income, debts, or personal or domestic expenditures, nor shall any officer be compelled to provide medical and/or laboratory information to
investigators, unless such information is relevant to the investigation, and in the case of a criminal investigation is obtained through proper legal procedure.

O. No police officer shall have his or her personal property searched without his or her consent unless pursuant to state law and with proper procedure. All university provided lockers, desks, etc., are available for search and seizure.

P. Bargaining unit members 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, up to and including termination.

Q. The University, at its discretion, may place bargaining unit members on paid administrative assignment during disciplinary investigations. Bargaining unit members on such paid leave shall remain available during their normal hours of work for assignments and may not engage in any other work for compensation during such hours. Paid administrative leave is not discipline and is not subject to the grievance procedure.
ARTICLE 11 – GRIEVANCE PROCEDURE

11.1 Definitions
A grievance shall be defined as an alleged violation of a specific term or terms of this agreement or a misapplication, or a dispute regarding interpretation of the same.

A grievant is defined as a member of the bargaining unit covered by this Agreement who alleges a grievance, or the Guild alleging a grievance under the terms and conditions of this Agreement as defined above.

11.2 The parties to this Agreement agree to use their best efforts in their attempts to settle grievances at the lowest possible level. Use of the grievance procedure shall be encouraged to obtain prompt settlement of disputes at the lowest possible level. To this end, there shall be no harassment of, or retaliation against, grievants or witnesses testifying at grievance hearings.

11.3 Failure by the grievant to comply with time limitations shall constitute withdrawal of the grievance. Failure by the University to comply with the time limitations shall constitute the right of the grievant to proceed to the next step of the grievance procedure. For purposes of calculating time restrictions, the day immediately following the day a grievance is received or the day immediately following the day a written grievance response is received shall be considered the first day. If a written grievance response is sent via certified mail, the first day shall be considered the day following the date postmarked on the certified mail receipt. Time limits as expressed in this Article may be extended by mutual written agreement. Such extension may be affected by mail or by mutual exchanged faxes or e-mails. In the event that an employee is working a shift other than day shift, and a grievance meeting cannot be scheduled during the beginning or end of his or her shift, the employee shall be consulted as to the time of the hearing so as to not interfere with the employee’s normal sleeping patterns. In any event, overtime shall not be required for any participation by bargaining unit employees in the grievance process.

11.4 Step One: Within thirty (30) days of the situation causing the grievance or within thirty (30) days of when the employee should reasonably have been aware of the situation causing the grievance, the employee and/or the steward or Guild representative shall contact the employee’s immediate supervisor to set a meeting to attempt to resolve the dispute. This meeting shall occur within ten (10) days of the supervisor’s notification of the need for a meeting. The supervisor will respond within ten (10) days of the meeting. Step One shall not be available in those instances in which disciplinary action has been taken by an appointing authority. In such instances, the grievance procedure shall begin at Step Two.

11.5 Step Two: If a satisfactory settlement is not reached in Step One, the grievant or steward shall reduce the grievance to writing on the Guild’s grievance form and submit it to the Police Chief or designee for resolution within ten (10) days. The written grievance must contain specifics of the nature of the grievance including proposed resolution and the specific portions of the agreement, violated. Within ten (10) days the Police Chief, or designee, the steward and grievant shall meet to further attempt to resolve the dispute. The Police Chief, or designee, shall issue a written answer to the grievance within ten (10) days of the meeting.
11.6 **Step Three:** If a satisfactory settlement is not reached in Step Two, the Guild shall submit the grievance in writing along with the Step One and Step Two written responses to the Vice President for Finance & Administration or designee within ten (10) days. The Vice President for Finance & Administration, or designee, shall review the matter and respond within ten (10) days to the grievant.

11.7 **Step Four – Mediation:** Should the Step Three response be unacceptable, the grievant’s Guild representative may submit a written request to the Public Employment Relations Commission (PERC) for mediation. The written request for mediation shall be postmarked within ten (10) days of receipt of the Step Three written response. A copy of the written request for mediation shall also be delivered to the University’s Labor Relations Officer within the same time period. If the PERC Mediator declares an impasse, the grievant’s Guild representative may request arbitration. Either party may elect to waive mediation at any time and proceed to arbitration in accordance with Article 11.8.

11.8 **Step Five – Arbitration:** If the Guild and the University waive mediation in writing, or if the PERC Mediator declares impasse, the grievant’s Guild representative may request arbitration the grievant’s Guild representative may submit a written request to the Public Employment Relations Commission (PERC) for arbitration. The written request for arbitration shall be postmarked within twenty-one (21) days of the date of the written waiver or impasse letter. The arbitrator shall be appointed from a PERC Dispute Resolution Panel list, limited to nine Washington and Oregon arbitrators. The arbitrator shall be selected with each party alternately striking names until one remains. The arbitrator shall confine himself or herself to the precise issue(s) addressed on the grievance form and submitted for arbitration. The arbitrator shall have no authority to determine any other issue(s) not so submitted nor shall the arbitrator have any authority to add to, subtract from, or modify any provisions of this Agreement. The arbitrator’s decision shall be final and binding upon the Guild, and the University. The arbitrator’s decision shall be in writing and provided to the University and the Guild.

In the event one Party substantially prevails in the arbitration, the non-prevailing Party shall bear the total cost and expense of the arbitrator. If neither Party substantially prevails, the total cost and expense of the arbitrator shall be borne equally by the Parties. Irrespective of the arbitrator’s decision, each Party shall bear its own costs and expenses of preparing and presenting their own case including all legal/attorney fees. The grievant, the Guild representative, and their witness(es) shall not be paid by the University for preparation for, travel to or from or participation in the arbitration hearings, but may use leave for such activities. Leave need not be taken for the actual time in hearing when the hearing is held during the employees normal work shift. Under no circumstances shall a grievant, Guild representative, or their witnesses be entitled to overtime compensation for attendance at a hearing.

The cost (if any) of the arbitration hearing room and/or a court reporter shall be shared equally by the Parties. Each Party is responsible for ordering and paying for their own copy of a transcript.

11.9 As used in this article, “day” shall mean calendar day.
ARTICLE 12 – DEPARTMENT POLICIES AND PROCEDURES

12.1 New police policies or procedures, or revisions to existing policies or procedures, may not be implemented until after the Police Chief has reviewed, authorized their implementation and posted to the online policy manual. The official policy copy will be maintained in the online policy manual.

12.2 The Police Chief shall provide notice to the Guild of all proposed policy modifications. The Chief shall provide adequate time for input by the Guild and shall consider such input prior to adoption and implementation of the modifications.

Interim Policies
A. Interim police policies are defined as any written policy approved and signed by the Police Chief that requires or restricts any action or behavior, which, if not adhered to, could potentially subject the member to disciplinary action.

B. The use of interim policies is recognized as a necessary “stopgap” measure for management to control the business of the department.

C. Interim policies will be valid for thirty (30) days after the date of issue. After the thirty (30) days has expired, the interim policy shall become null and void unless it is published and included as part of Police Department Policy Manual.

1. The time lines above may be modified by mutual written agreement of the parties.
ARTICLE 13 – WAGES AND INCENTIVES

13.1 Wage Scales
A. Effective July 1, 2017, the University will follow the State Human Resources General Services Salary Schedule(s) in effect for the 2017-2019 Contract term. Each classification identified in 13.1.B is eligible to receive special pay as approved by the State Human Resources. The table below reflects the 2015-2017 WSUPD salary ranges by job classification and the approved 2017-2019 special pay ranges.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>387E</td>
<td>Campus Police Officer</td>
<td>53</td>
<td>61</td>
</tr>
<tr>
<td>387F</td>
<td>Campus Police Corporal</td>
<td>55</td>
<td>63</td>
</tr>
<tr>
<td>387G</td>
<td>Campus Police Sergeant</td>
<td>58</td>
<td>66</td>
</tr>
</tbody>
</table>

B. Salary increases for the Contract period will equal to those increases observed on the General Services Salary Schedule(s) in effect throughout the 2017-2019 Contract term.

13.2 Salary Movement
A. On an employee’s periodic increment date he/she will receive a two (2) step increase within the assigned salary range until such time as he/she reaches the top step.

B. All employees who have been at Step L in the same salary range for six (6) consecutive years or more will progress to Step M. The Employer may increase an employee’s step to Step M to address issues related to recruitment, retention or other business needs.

13.3 Shift Differential
When the University assigns an employee to a work shift in which the majority of time is worked on a daily basis between 6 PM and 6 AM, there will be an additional $.65/hour paid for all hours worked. If the shift differential for other WSU employees increases, employees covered by this agreement will receive the higher amount.

13.4 Field Training Officer
For an employee who serves as a Field Training Officer (FTO), the employee will receive additional compensation of 3% of his or her monthly salary for the period assigned as an FTO.

13.5 Stand-By Pay
A. A bargaining unit employee who is directed by the Chief or other command personnel, to restrict off-duty activities to be immediately available for duty will receive compensation in accordance with this Article for the entire time they are required to perform standby duties.

B. Employees will be assigned standby as determined by the Chief or other command personnel.
C. With approval of the Chief or other command personnel employees assigned to standby status may be relieved for any portion of the assignment if a replacement is available. The person providing relief is responsible for meeting all standby obligations.

13.6 Officer-In-Charge
A. It is recognized that some employees covered under this Agreement shall perform the duties of a supervisor. Nothing in this Agreement shall in any way interfere with carrying out their supervisory duties.

In the absence of the Corporal or Sergeant, the most senior officer shall normally be the designated officer in charge and shall act as a first-line supervisor.

B. A Campus Police Officer who is designated to act as Officer In Charge (OIC) in the absence of a Sergeant or Corporal for one (1) or more hours during his or her shift shall be paid an additional five percent (5%) of his or her monthly salary for the period assigned as an OIC.

13.7 Educational Benefits
A. The Employer and the Guild recognize the importance of continuing education in the professional development of the employees in the bargaining unit.

B. Employees in the bargaining unit may be granted time off from work without loss of pay for work-related classes as determined by the Police Chief. For non-work-related classes, the employee may request and the Chief may grant time off during the employee’s regular work period.

C. It is understood that attendance at work-related and non-work-related classes during the employee’s regular work period is contingent upon sufficient staffing levels at Sergeant or Shift Supervisor and below. Such training may be canceled in the event of operational necessity. It is also understood that employees will be in uniform of the day and be available by radio in the event of recall or if the training is cancelled. Use of the patrol vehicle for transportation to and from classes shall be determined by the shift supervisor.

D. Employees attending non-work-related classes during their regular work period shall be on non-pay status. Time may be made up with accumulated leave time or as prearranged by his or her supervisor.
ARTICLE 14 – HOLIDAYS

14.1 Holiday Bank
A. Each officer shall be afforded eleven (11) floating holidays per year. As used in this Article, the year will be from July 1 through June 30. The officer may use the floating holidays with the Chief’s permission, or have them paid-out during the year. Payment for any remaining holidays shall be included in the June 16-30 payroll and paid on the first payroll in July. Employees working a 4/10 work schedule who are hired or who terminate during the year shall receive pro-rata pay equal to 9.2 hours per full month of employment. Employees working a 5/8 work schedule who are hired or who terminate during the year shall receive pro-rata pay equal to 7.3 hours per full month of employment.

B. During a fourteen (14) day twelve (12) hour shift work period, an employee that takes a holiday off during that work period will be charged for one (1) day of holiday leave. The maximum cash-out of floating holidays at the end of the fiscal year pursuant to Article 14.1 will not exceed ten (10) hours per unused floating holiday.

C. Holidays as listed for the University shall be treated as regular days of work or rest and shall not result in additional compensation whether worked or not. There will be staffing of two (2) officers per shift on University Holidays unless more are designated by the Chief.

D. In no case shall the number of holidays taken and the number of holidays paid exceed eleven (11) days per year, unless as otherwise provided in this Article. Any employee working a 4/10 work schedule who uses in excess of 9.2 hours per month of holiday time would be required to reimburse the University an amount equal to the employee’s hourly rate of pay times the number of excess hours used upon resignation, retirement, or termination. Any employee working a 5/8 work schedule who uses in excess of 7.3 hours per month of holiday time would be required to reimburse the University an amount equal to the employee’s hourly rate of pay times the number of excess hours used upon resignation, retirement, or termination.

14.2 Personal Holidays
A. An employee may select one (1) workdays as personal holidays during the calendar year if the employee has been or is scheduled to be continuously employed by the University for more than four (4) months.

B. An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period.

C. The Employer will release the employee from work on the days selected as the personal holiday provided:
   1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the employee and supervisor may agree upon less notice, and
   2. The number of employees selecting a particular day off does not prevent the agency from
providing continued public service.

D. Personal holidays must be taken during the calendar year or the entitlement to the day will lapse, except that the entitlement will carry over to the following year when an otherwise qualified employee has requested a personal holiday within the last two months of the calendar year and the request has been denied.

E. The Employer may establish qualifying policies for determining which of the requests for a particular date will or will not be granted when the number of requests for a personal holiday would impair operational necessity.

F. Part-time employees who are employed during the month in which the personal holiday is taken will be compensated for the personal holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.

G. A personal holiday for full-time employees will be equivalent to their work shift on the day selected for personal holiday absence.

H. Part or all of a personal holiday may be donated as shared leave. Any portion of a personal holiday that remains will be taken by the employee in one absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in B, C, and D above.

14.3 Faith or Conscience Unpaid Holiday

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

B. An employee must give at least fourteen (14) calendar days' written notice to the supervisor when requesting these unpaid holidays. However, the employee and supervisor may agree upon a shorter time frame.

C. Employees will only be required to identify that the holiday request is for reasons of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

D. The holiday will be granted, unless the employees absence would impose an undue hardship on the University as defined by WAC 82-56 or the employee is necessary to maintain public safety. If an undue hardship exists, the supervisor will work with the employee to find an alternate date on which the employee can be released.
ARTICLE 15 – LEAVE

15.1 Vacation Leave
A. Employees will retain and carry forward any eligible and unused vacation leave that was accrued prior to the effective date of this Agreement.

B. Vacation Leave Credits
After six (6) months of continuous employment with the University, full-time and part-time employees will be credited with the vacation leave they accrued during the previous six (6) months, according to the rate schedule and accrual eligibility below. Thereafter, full-time and part-time employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below. Employees cannot use or be compensated for leave accrued during the first six (6) months of employment.

C. Vacation Leave Accrual
Full-time employees will accrue vacation leave according to the rate schedule below under the following conditions:

1. The employee must be employed for fifteen (15) calendar days or more during the month.
2. Any leave without pay taken during the month will not be counted toward the qualifying fifteen (15) calendar days.
3. Holidays for which the employee is otherwise eligible that fall within the qualifying fifteen (15) days count toward the minimum requirement.
4. Vacation leave accrual for other than full-time employees will be computed and accrued in an amount proportionate to the time the employee is in pay status during the month to that required for full-time employment.

D. Vacation Leave Accrual Rate Schedule

<table>
<thead>
<tr>
<th>Full Years of Service</th>
<th>Hours Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>During the first year of current continuous employment</td>
<td>Ninety-six (96)</td>
</tr>
<tr>
<td>During the second year of current continuous employment</td>
<td>One hundred four (104)</td>
</tr>
<tr>
<td>During the third and fourth years of current continuous employment</td>
<td>One hundred twelve (112)</td>
</tr>
<tr>
<td>During the fifth, sixth, and seventh years of current continuous employment</td>
<td>One hundred twenty (120)</td>
</tr>
<tr>
<td>During the eighth, ninth, and tenth years of total employment</td>
<td>One hundred twenty-eight (128)</td>
</tr>
<tr>
<td>During the eleventh year of total employment</td>
<td>One hundred thirty-six (136)</td>
</tr>
<tr>
<td>During the twelfth year of total employment</td>
<td>One hundred forty-four (144)</td>
</tr>
<tr>
<td>During the thirteenth year of total employment</td>
<td>One hundred fifty-two (152)</td>
</tr>
<tr>
<td>During the fourteenth year of total employment</td>
<td>One hundred sixty (160)</td>
</tr>
<tr>
<td>During the fifteenth year of total employment</td>
<td>One hundred sixty-eight (168)</td>
</tr>
<tr>
<td>During the sixteenth year of total employment and thereafter</td>
<td>One hundred seventy-six (176)</td>
</tr>
</tbody>
</table>
E. **Family Care**
Employees may use vacation leave for care of family members as required by the Family Care Act, RCW 49.12, and WAC 296-130.

F. **Vacation Cancellation**
Should the Employer be required to cancel scheduled vacation leave because of an emergency, affected employees may select new vacation leave from available dates.

G. **Vacation Leave Maximum**
Employees may accumulate maximum vacation balances not to exceed two hundred forty (240) hours. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

1. If an employee’s request for vacation leave is denied by the Employer, and the employee is close to the vacation leave maximum, the agency may grant an exception to the maximum. If the agency grants an exception, the employee’s vacation leave maximum will be extended for each month that the Employer must defer the employee’s request for vacation leave.

2. An employee may also accumulate vacation leave days in excess of two hundred forty (240) hours as long as the employee uses the excess balance prior to his or her anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee’s anniversary date.

H. **Separation**
Any employee, who resigns with adequate notice, retires, is laid-off, or is terminated by the Employer, will be entitled to payment for vacation leave credits. In addition, the estate of a deceased employee will be entitled to payment for vacation leave credits.

### 15.2 **Sick Leave**
The University will administer and provide sick leave for all employees covered by this Agreement on the same basis as the program is provided for all other University employees, except as otherwise provided for in this Article.

A. **Sick Leave Accrual**
1. Full-time employees will accrue eight (8) hours of sick leave per month, if the employee is on an eight (8) hour shift. Employees will accrue ten (10) hours of sick leave per month if the employee is on a ten (10) hour shift. Employees will accrue twelve (12) hours of sick leave per month if the employee is on a twelve (12) hour shift.

B. **Sick Leave Use**
Sick leave will be charged in 1/10th of an hour increments and may be used for the following reasons:

1. A personal illness, injury or medical disability that prevents the employee from performing his or her job, or personal medical or dental appointments.
2. Care of family members as required by the Family Care Act, RCW 49.12, WAC 296-130, including care of a family member for illness, injury, and medical or dental appointments.

3. A death of any relative that requires the employee’s absence from work. Sick leave used for bereavement is limited to five (5) days per occurrence. Relatives are defined for this purpose as spouse, significant other, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law and corresponding relatives of employee’s spouse or significant other.

4. Qualified Absence under the Family Medical Leave Act.

5. Exposure of the employee to a contagious disease when attendance at work would jeopardize the health of others. The supervisor may require a written medical certificate.

6. Parental Leave

   C. Use of Compensatory Time or Vacation Leave for Sick Leave Purposes
   The Employer may allow an employee who has used all of his or her sick leave to use compensatory time or vacation leave for sick leave purposes.

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

   E. Sick Leave Reporting and Verification
   An employee must promptly notify his or her supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If the employee is in a position where a relief replacement is necessary, the employee will notify his or her supervisor at least two (2) hours prior to his or her scheduled time to report to work. If the employer suspects abuse, the Employer may require a written medical certificate for that sick leave absence. An employee returning to work after any sick leave absence may be required to provide written certification from his or her health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

   F. Sick Leave Annual Cash Out
   Each January, employees are eligible to receive cash on a one (1) hour for four (4) hour basis for ninety-six (96) hours or less of their accrued sick leave, if:

   1. Their sick leave balance at the end of the previous calendar year exceeds four hundred and eighty (480) hours;

   2. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and eighty (480) hours; and
3. They notify their payroll office by January 31\textsuperscript{st} that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

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

G. **Sick Leave Separation Cash Out**
At the time of retirement as defined by the Department of Retirement Systems regulations and/or state laws relating to retirement, from state service or at death, an eligible employee or the employee’s estate will receive cash for his or her total sick leave balance on a one (1) hour for four (4) hour basis. For the purposes of this Section, retirement will not include “vested out of service” employees who leave funds on deposit with the retirement system. In accordance with state and federal law, agencies and employees in bargaining units may agree to form Voluntary Employee Beneficiary Associations (tax-free medical spending accounts) funded by the retiree sick leave cash out described above.

H. **Reemployment**
Former University employees who are re-employed within three (3) years of leaving state service will be granted all unused sick leave credits they had at separation.

15.3 **Shared Leave**
The University will administer and provide shared leave for all employees covered by this Agreement on the same basis as the program is provided for all other University employees, except as otherwise provided for in this Article.

A. **Eligibility**
1. An employee may receive shared leave if he/she is likely to take leave without pay (LWOP) or terminate employment due to an extraordinary or severe illness, injury, impairment, or physical or mental condition which causes the employee to be unable to work.

2. Any illness, injury, or impairment which has caused or will likely cause hospitalization or alternative extended treatment or care is considered serious enough to qualify the employee for shared leave.

3. An employee who is likely to take LWOP or terminate employment because he or she has a relative or household member suffering from such a condition may apply to receive shared leave.

4. An employee who has been called to serve in the uniform services.

B. **Ineligible**
1. An employee who does not accrue sick leave.

2. An employee for whom time loss compensation from the State Department of Labor and Industries has been allowed.

C. **Use of Other Leave**
An employee must use all accrued sick leave and annual leave before being eligible to use
shared leave. An employee is not required to completely deplete their accrued leave balances to apply for shared leave. An employee requesting shared leave due to being called to serve in the armed services need only deplete their annual leave and paid military leave before taking shared leave.

D. Maximum Hours Received
An employee may receive up to 90 days (522 hours) per event, with a total of 261 days (2088 hours) of shared leave over his or her entire career of state employment.

E. Approval Procedure
1. To request approval to receive shared leave hours, an employee or their representative must submit the following documentation to Human Resource Services:
   a. Application to Receive Shared Leave, and
   b. Physician’s statement from the employee’s physician or relative’s or household member’s physician or, in the case of the uniformed services, their military orders, and
   c. Photocopy of the employee’s latest Time/Leave Report
2. If the employee is incapacitated or is unavailable due to a call to service in the uniformed services, the employee’s representative may complete and submit the documentation.

F. Donating Leave
1. An employee who accrues annual leave and/or sick leave and/or personal holidays may donate a minimum of one hour to an approved shared leave recipient.
2. All donations of leave must be to a specific person.
3. The donor completes and submits a Donation of Shared Leave Hours form.
4. The donor also submits a copy of their most recent Time/Leave Report.
5. Employees voluntarily elect to donate leave and do so with the understanding that donated leave will not be returned, except for any portion not used by the recipient under Section 15.3.L of this Article.

G. Donating Annual Leave
1. The donor must retain an annual leave balance of at least 80 hours at the time the donation is processed.
2. An employee may not donate annual leave hours that would otherwise be lost on the next anniversary date.
3. Minimum annual leave balances are pro-rated for employees working less than full time based upon the percent of the FTE.
H. **Donating Sick Leave**
   The donor employee must retain a minimum of one hundred seventy-six (176) hours of sick leave after the transfer.

I. **Donating Personal Holiday**
   An employee may donate an accrued personal holiday in full or in part. (Personal holiday hours must be donated as full hours only; partial-hour donations are not permitted.)

J. **Return to Work**
   Shared leave may be used in accordance with a doctor’s statement outlining a return to work program. Shared leave may be used until exhausted or the employee returns to a full time work schedule whichever occurs first.

K. **Shared Leave Administration**
   1. Employees using shared leave will be considered in active pay status and will receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using annual leave or sick leave.

   2. The receiving employee will be paid his or her regular rate of pay; therefore, the value of one hour of donated shared leave may cover more or less than one hour of the recipient’s salary.

   3. The University will respect an employee’s right to privacy. However, upon approval for shared leave, and if the employee so requests, the University will inform the University community of the employee’s eligibility for shared leave.

   4. Human Resource Services will notify the requesting employee in writing of the decision to approve or deny shared leave including the process for appeal. If an employee disagrees with the decision, that employee may appeal the decision to the Chief Human Resource Officer.

L. **Return of Unused Shared Leave**
   1. Any shared leave not used by the recipient will be returned to the donor(s).

   2. The remaining shared leave is to be divided on a pro rata basis among the donors and reinstated to the respective donors’ appropriate leave balances based upon each employee’s current salary rate at the time of the reversion. The shared leave returned will be prorated back based on the donor’s original donation.

15.4 **Military Leave**
   An employee who is a member of the National Guard, or reserve component of the Armed Forces of the United States is entitled to paid leave not to exceed twenty-one (21) work days in any training year for active duty training. Such leave shall be granted without loss of pay or other leave and without impairment of other rights or benefits.

15.5 **Miscellaneous Leave**
   A. Employees may be released from duty without loss in pay:

      1. To receive assessment from the Employee Assistance Program (EAP)
2. WSU Exams or interviews
3. For life-giving procedures, when approved in advance.

B. **Jury Duty**
Employees will receive paid leave and be allowed to retain any compensation paid to them for their jury duty service. Employees will promptly inform the Employer when notified of his or her jury duty summons. If selected to be on a jury, employee-requested schedule changes will be approved, to accommodate jury duty service. If employees are released from jury duty and there are more than two (2) hours remaining on their work shift, they may be required to return to work.

C. **Bereavement Leave**
1. An employee is entitled to three (3) days of paid bereavement leave if his or her family member or household member dies. An employee may request less than three (3) days of bereavement leave.

2. The Employer may require verification of the family member's or household member’s death.

3. In addition to paid bereavement leave, the Employer may approve an employee’s request to use compensatory time, sick leave, vacation leave, exchange time, his or her personal holiday or leave without pay for purposes of bereavement and in accordance with this Agreement.

4. For purposes of this sub-article a family member is defined as parent, sister, brother, parent-in-law, spouse, grandparent, grandchild, and child. A household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.

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

15.6 **Leave Without Pay**
A. Leave without pay will be granted for the following reasons:

1. Family and medical leave
2. Compensable work-related injury or illness leave
3. Military leave of absence as required by law
B. Leave without pay may be granted at the sole discretion of the Employer for the following reasons:

1. Education leave
2. Child and elder care emergencies
3. Government service in the public interest
4. Conditions applicable for leave with pay
5. Voluntary leave to reduce the effect of the Employer’s reduction in force
6. Injury or illness which prevents the employee from returning within the FMLA time periods
7. Leave authorized as a part of a plan to accommodate a person with a disability
8. As otherwise provided for in this Agreement

C. Returning Employee Rights

Employees returning from authorized leave without pay may be employed in the same position or if the leave is for more than three months, in another position in the same job classification as determined by the Chief, provided there is an open position available. If there is no open position available, the layoff provisions of this Agreement shall apply.

D. Military Leave

In addition to the twenty one (21) work days of paid leave granted to employees for active duty or active duty training, unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be reinstated as provided in RCW 73.16 and applicable federal law. In addition to the twenty one (21) work days, employees called to active military duty will continue to accrue seniority within the state system.

E. Benefit Supplement

Employees may be allowed to utilize accrued sick leave or vacation leave to provide for an extension of Health & Welfare benefits for up to one (1) year when on leave without pay due to an illness or injury.

15.7 Light Duty

The Employer may require employees receiving workers compensation time-loss payments to work light duty, consistent with RCW 41.04.520 or as amended and other applicable laws. If an employee is unable to perform this light duty assignment by reason of an illness or injury unrelated to the duty disability injury or condition, the employee may use acquired sick leave.

15.8 Should Washington Administrative Code (WAC) 357-31 yield higher leave benefits, applicable to WSU civil service employees, than noted in this Article, the University will follow the applicable WAC for employees covered by this Agreement.
ARTICLE 16 – CONTRACTING OUT

16.1 The Employer will not contract out work which results in the layoff of bargaining unit employees prior to complying the provisions of RCW 41.06.142.

16.2 The Employer will make a good faith effort to provide bargaining unit members the first opportunity to volunteer for extra work opportunities prior to utilizing other police agencies to augment Department staff.
ARTICLE 17 – DURATION

17.1 This Agreement shall be effective on July 1, 2017, and shall remain in full force and effect until June 30, 2019.

17.2 During the life of the Agreement, portions, Articles, or sections of this Agreement may be opened by mutual consent of the Guild and the University without affecting any other portion, Article, or section of this Agreement. In the event the parties fail to agree on new language, the existing language prevails.

This section does not apply in those instances where existing language was found unlawful and the parties were required to re-negotiate new language as a substitute for the invalidated Articles, section or portion thereof.

17.3 All terms of the Agreement shall remain in full force and effect during subsequent periods of negotiation, subject to the requirements of RCW 41.80.

17.4 Bargaining shall commence for a successor agreement under RCW 41.80 no later than June 1, 2018, unless mutually agreed upon by the parties.
Signatures

Executed on this day of September 29, 2016 for and on behalf of:

Date

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

By Dawn Daniels, President
Washington State University Police Guild

45
Washington State University Police Department Class Specification

CAMPUS POLICE OFFICER
387E

Definition:
Perform general duty police work to protect life and property; general investigative work, enforce laws and ordinances, maintain order, and prevent and investigate crime.

Distinguishing Characteristics:
Positions allocated to this class have responsibility for enforcing campus regulations and local, state, and federal laws and ordinances. Incumbents are required to obtain certification or complete a basic law enforcement course as approved by the Washington Law Enforcement Officer's Training Commission. Incumbents have arrest powers and are required to be commissioned law officers under the regulations of the state.
Positions may perform specialized assignments/duties to include but not limited to: Community Oriented Policing (COP), education, prevention, and enforcement activities on targeted geographic and demographic areas or investigation of illegal or criminal activities as a principal duty.

Typical Work:
Patrol a designated area on foot, bike, and vehicle to enforce institution rules and regulations, local, state, and federal statutes, and ordinances;
Enforce violations of campus regulations and local, state, and federal statutes and ordinances;
Inspect buildings and grounds for prowlers, fire, property damage, or other irregularities;
Direct and regulate traffic; investigate accidents or crimes; administer first aid; issue citations for violations; gather evidence; locate witnesses; appear in court, present evidence, and testify against persons accused of crime;
Prevent or disperse illegal gatherings or demonstrations; maintain surveillance of an area suspect for criminal activity;
Locate suspects and witnesses; take statements; issue misdemeanor citations; make arrests; prepare records and reports;
Develop pro-active crime prevention and educational programs to address specific needs in assigned areas;
Participate in university and community programs, public relations events, and outreach efforts; Serve as liaison between the police department and the residents/employees of their assigned areas; Train and advise police officers assigned to the patrol, COP beat, detective or other units regarding procedure and policy;
Coordinate and direct Cougar Security personnel;
Provide training and advise WSU student police organization;

Conduct investigations of criminal activity involving violation of campus regulations, and local, state, or federal statute;
Maintain surveillance and intelligence of activities which are of a criminal or illegal nature;
Maintain liaison with local, state, and federal judicial and law enforcement agencies for information related to institution and community security;

Operate department communication equipment; answer telephone inquiries; receive and document reports of criminal activity; dispatch foot and mobile units; operate paging system; monitor alarm systems; develop and maintain departmental records and files of illegal activities prepare, type, and distribute reports;

Perform related duties as required.

**Legal Requirement(s):**
There may be instances where individual positions must have additional licenses or certification. It is the employer’s responsibility to ensure the appropriate licenses/certifications are obtained for each position.

**Minimum Qualifications:**
High school graduation or equivalent; twenty-one years of age; possession of a valid driver's license; no previous felony convictions; U.S Citizenship:

AND

Two (2) years of full-time college;

OR

One (1) year of police experience.

Equivalent education/experience will substitute for all minimum qualifications except when there are legal requirements, such as a license/certification/registration.

**Class Specification History:** New Class: 08/01/09 Revised: 08/01/08
Revised: 08/03/10
Washington State University Police Department Class Specification

CAMPUS POLICE CORPORAL
387F

Definition:
Perform general duty police work and lead other police officers performing general duty police work to protect life and property; general investigative work, to enforce laws and ordinances, maintain order, and prevent and investigate crime.

Distinguishing Characteristics:
Positions allocated to this class perform patrol duties of the police officer and are responsible for regularly directing police officers when serving as the senior officer on duty or when otherwise required. Incumbents are required to obtain certification or complete a basic law enforcement course as approved by the Washington Law Enforcement Officer's Training Commission. Incumbents have arrest powers and are required to be commissioned law officers under regulations of the State. Positions may perform and/or lead officers performing specialized assignments/duties to include but not limited to: Community Oriented Policing (COP), education, prevention, and enforcement activities on targeted geographic and demographic areas or investigation of illegal or criminal activities as a principal duty.

Typical Work:
Direct a shift of police officers when the senior officer is off duty or when otherwise directed; Write reports covering activity of squad or shift assigned; review and correct reports of subordinate officers;
Patrol a designated area on foot, bike, and vehicle to enforce institution rules and regulations, local, state, and federal statutes, and ordinances;
Inspect buildings and grounds for prowlers, fire, property damage, or other irregularities;
Direct and regulate traffic; investigate accidents or crimes; administer first aid; issue citations for violations; gather evidence; locate witnesses; appear in court; present evidence and testify against persons accused of crime;
Develop pro-active crime prevention and educational programs to address specific needs in assigned areas;
Train and advise police officers assigned to the patrol, COP beat, detective or other units regarding procedure and policy;
Coordinate and direct Cougar Security personnel;
Provide training and advise WSU student police organization;
Lead and conduct investigations of criminal activity involving violation of campus regulations, and local, state, or federal statute;
Maintain surveillance and intelligence of activities which are of a criminal or illegal nature; Maintain
liaison with local, state, and federal judicial and law enforcement agencies for information related to institution and community security;

Operate department communication equipment; answer telephone inquiries; receive and document reports of criminal activity; dispatch foot and mobile units; operate paging system; monitor alarm systems; develop and maintain departmental records and files of illegal activities prepare, type, and distribute reports;

Prevent or disperse illegal gatherings or demonstrations; maintain surveillance of an area suspect for criminal activity;

Issue misdemeanor citations; investigate, arrest, and/or book suspects into applicable detention facilities for misdemeanors, gross misdemeanors, and felony offenses;

Assist city or county police and state patrol in cases of emergency; Perform related duties as required.

**Legal Requirement(s):**
There may be instances where individual positions must have additional licenses or certification. It is the employer’s responsibility to ensure the appropriate licenses/certifications are obtained for each position.

**Minimum Qualifications:**
High School graduation or equivalent; twenty-one years of age; possession of a valid driver's license; no previous felony convictions; U.S. citizenship. Two (2) years of police experience which has included six (6) months of experience as a Campus Police Officer. College level training may be substituted, year-for-year, for up to one and one-half (1 1/2) years of the required experience. Equivalent education/experience will substitute for all minimum qualifications except when there are legal requirements, such as a license/certification/registration.

First-level supervision training is preferred.

**Class Specification History:** New Class: 08/01/09 Revised: 08/01/08
Revised: 08/03/10
Washington State University Police Department Class Specification

**Campus Police Sergeant 387G**

**Definition:**
Supervise a squad or shift of full-time campus police or security personnel or oversee the administration of an operation(s) or project(s), performing general duty police work to protect life and property; general investigative work, to enforce laws and ordinances, maintain order, and prevent and investigate crime.

**Distinguishing Characteristics:**
Positions allocated to this class perform patrol duties of the police officer, and are responsible for supervising a group of police officers or other security staff or oversee the administration of an operation(s) or project(s). Incumbents have arrest powers and are required to be commissioned law officers under the regulations of the state. Positions may perform and/or supervise officers performing specialized assignments/duties to include but not limited to: Community Oriented Policing (COP), education, prevention, and enforcement activities on targeted geographic and demographic areas or investigation of illegal or criminal activities as a principal duty.

**Typical Work:**
Assign duties; train and supervise campus police officers assigned to a shift, squad or specialty duties; advise, counsel, and recommend disciplinary and other personnel actions;

Evaluate performance of subordinates to determine training requirements and deficiencies; Assist in development and conduct of training programs for campus police;

Develop pro-active crime prevention and educational programs to address specific needs in assigned areas;

Investigate complaints of disturbance, accidents, stolen property, or criminal activity; conduct internal investigations as assigned;

Patrol a designated area on foot, bike, and vehicle to enforce institution rules and regulations, local, state, and federal statutes, and ordinances;

Issue citations for violations of campus regulations, local, state, and federal laws;

Train and advise police officers assigned to the patrol, COP beat, detective or other units regarding procedure and policy;

Coordinate and direct Cougar Security personnel;

Provide training and advise WSU student police organization;

Supervise and conduct investigations of criminal activity involving violation of campus regulations, and local, state, or federal statute;

Write reports covering activity of squad or shift assigned; review and correct reports of subordinate
officers;

Participate in university and community programs, public relations events, and outreach efforts; Serve as liaison between the police department and the residents/employees of their assigned areas; Operate department communication equipment; answer telephone inquiries; receive and document reports of criminal activity; dispatch foot and mobile units; operate paging system; monitor alarm systems; develop and maintain departmental records and files of illegal activities prepare, type, and distribute reports;

Perform related duties as required.

**Legal Requirement(s):**
There may be instances where individual positions must have additional licenses or certification. It is the employer’s responsibility to ensure the appropriate licenses/certifications are obtained for each position.

**Minimum Qualifications:**
High School graduation or equivalent; twenty-one years of age; possession of a valid driver's license; no previous felony convictions; U.S. citizenship. Two (2) years of work experience as a Campus Police Officer. A Bachelor's Degree may substitute for one (1) year of required experience.

Equivalent education/experience will substitute for all minimum qualifications except when there are legal requirements, such as a license/certification/registration.

First-level supervision training is preferred

**Class Specification History:**
New Class: 08/01/09 Revised: 08/01/08
Revised: 08/03/10
AGENCY RECOMMENDATION SUMMARY:
Washington State University bargained with the Public School Employees of Washington (PSE) regarding Bargaining Unit 16 and 18. The University and the PSE ratified the collective bargaining agreement (the “Contract”) and final signature was received on September 29, 2016.

- Bargaining Unit 16 - WSU Tri Cities Custodians and Maintenance Custodians
- Bargaining Unit 18 - Facilities Services, Custodial

FISCAL DETAILS:

<table>
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<tr>
<th>Operating Expenditures</th>
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<th>FY 2021</th>
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<td>Total Expenditures</td>
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Collective bargaining agreements at WSU are bargained under RCW 41.80 and as such are negotiated every two years. The fiscal detail above reflects only the impact of the contracts negotiated for the 2017-19 biennium. The fiscal impact of negotiations that will occur for the 2019-21 biennium are indeterminate, as those Contract provisions have yet to be negotiated.

PACKAGE DESCRIPTION:
The following is a summary of the 2016 WSU/PSE Contract negotiations. This summary highlights the significant areas of the Contract. It is not intended to provide detailed information concerning each article or provision.

DURATION:
The term of the new contract is July 1, 2017 through June 30, 2019. This corresponds with the State of Washington’s biennial budget, as required by law.
**ECONOMIC ITEMS:**

**Wages**
- Effective July 1, 2017, all salary ranges for classified employees covered by the Contract will be increased by 2 percent.
- Effective July 1, 2018, all salary ranges for classified employees covered by the Contract will be increased by 1 percent.
- Should the General Services Salary Schedule (for non-represented employees) yield a higher overall salary schedule/general wage increase for the 2017-2019 Contract term, the University agrees to follow the General Services Salary Schedule.

**Job Classification Range Adjustments**
- Should salary ranges assigned to job classifications for non-represented employees adjust upwards as set by The Office of Financial Management Human Resources, those job classifications covered by the Contract will adjust equally.

**NON-ECONOMIC ITEMS:**

**Leave:** Should WAC 357-31-165 yield a higher overall annual leave accrual benefit, than noted in the Contract, the University will follow the WAC.

**Disability Leave:** Provides employees who are not Family Medical leave eligible, up to four months of disability leave due to Pregnancy and/or Childbirth or other disability, using their accrued leave balance or leave without pay.

**Personal Holiday:** Allows employees to use their personal holiday if they are expected to be employed for at least four months.

**Drug Free Workplace:** Added specific language regarding reporting to work fit for duty and the prohibition of unlawful possession, use, distribution, or manufacture of alcohol or controlled substances that are illegal under federal, state, or local law, on University owned or controlled property or during University-sponsored activities, except for when authorized by the University.
COLLECTIVE BARGAINING AGREEMENT

By and Between

WASHINGTON STATE UNIVERSITY

And

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON

July 1, 2017 – June 30, 2019
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEFINITIONS</td>
<td>1</td>
</tr>
<tr>
<td>PREAMBLE</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 1 – RECOGNITION</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 2 – MANAGEMENT RIGHTS</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 3 – UNION MEMBERSHIP AND CHECKOFF</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 4 – RIGHTS OF THE UNION</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE 5 – UNION EMPLOYEE REPRESENTATIVES</td>
<td>11</td>
</tr>
<tr>
<td>ARTICLE 6 – RIGHTS OF THE EMPLOYEE</td>
<td>12</td>
</tr>
<tr>
<td>ARTICLE 7 – REASONABLE ACCOMODATION</td>
<td>14</td>
</tr>
<tr>
<td>ARTICLE 8 – NONDISCRIMINATION AND AFFIRMATIVE ACTION</td>
<td>16</td>
</tr>
<tr>
<td>ARTICLE 9 – COMMITTEE MEMBERSHIP</td>
<td>17</td>
</tr>
<tr>
<td>ARTICLE 10 – LABOR/MANAGEMENT COMMITTEE</td>
<td>18</td>
</tr>
<tr>
<td>ARTICLE 11 – HOURS OF WORK</td>
<td>19</td>
</tr>
<tr>
<td>ARTICLE 12 – MEAL AND REST BREAKS</td>
<td>20</td>
</tr>
<tr>
<td>ARTICLE 13 – OVERTIME AND CALLBACK</td>
<td>21</td>
</tr>
<tr>
<td>ARTICLE 14 – EMERGENCY CLOSURE/SUSPENDED OPERATIONS</td>
<td>23</td>
</tr>
<tr>
<td>ARTICLE 15 – HOLIDAYS</td>
<td>24</td>
</tr>
<tr>
<td>ARTICLE 16 – ANNUAL LEAVE</td>
<td>27</td>
</tr>
<tr>
<td>ARTICLE 17 – SICK LEAVE</td>
<td>29</td>
</tr>
<tr>
<td>ARTICLE 18 – SHARED LEAVE</td>
<td>32</td>
</tr>
<tr>
<td>ARTICLE 19 – FAMILY MEDICAL LEAVE</td>
<td>34</td>
</tr>
<tr>
<td>ARTICLE 20 – LEAVE OF ABSENCE WITHOUT PAY</td>
<td>36</td>
</tr>
<tr>
<td>ARTICLE 21 – MILITARY LEAVE</td>
<td>38</td>
</tr>
</tbody>
</table>
ARTICLE 22 – OTHER LEAVE ................................................................. 39
ARTICLE 23 – VACANCIES AND POSITION ALLOCATIONS .............. 40
ARTICLE 24 – TYPES OF APPOINTMENTS ....................................... 41
ARTICLE 25 – PROBATION AND TRIAL SERVICE ............................. 43
ARTICLE 26 – SENIORITY ................................................................. 45
ARTICLE 27 – LAYOFF ................................................................. 46
ARTICLE 28 – RESIGNATION AND PRESUMPTION OF RESIGNATION ... 48
ARTICLE 29 – PERFORMANCE EVALUATIONS .................................. 49
ARTICLE 30 – PERSONNEL FILES .................................................. 50
ARTICLE 31 – CORRECTIVE AND DISCIPLINARY ACTION ............... 52
ARTICLE 32 – GRIEVANCE PROCEDURE ......................................... 55
ARTICLE 33 – JOB CONTRACTING .................................................. 58
ARTICLE 34 – TRAINING/DEVELOPMENT AND EDUCATIONAL BENEFITS ..... 59
ARTICLE 35 – LEGAL DEFENSE .................................................. 60
ARTICLE 36 – LICENSURE AND CERTIFICATION ............................. 61
ARTICLE 37 – AUTHORIZED PER DIEM AND MILEAGE .................... 62
ARTICLE 38 – PARKING AND TRANSPORTATION .............................. 63
ARTICLE 39 – EMPLOYEE ASSISTANCE PROGRAM ............................ 64
ARTICLE 40 – UNIFORMS AND EQUIPMENT ..................................... 65
ARTICLE 41 – SAFETY STANDARDS ................................................ 66
ARTICLE 42 – DRUG AND ALCOHOL FREE WORKPLACE ................... 68
ARTICLE 43 – BENEFITS ................................................................. 69
ARTICLE 44 – VEBA .................................................................... 70
ARTICLE 45 – COMPENSATION ...................................................... 71
ARTICLE 46 – TERM AND SEVERABILITY ....................................... 74
DEFINITIONS

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

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


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

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

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

PSE Representative – Employee of the Union

RCW – Revised Code of Washington

Union – Public School Employees of Washington SEIU 1948

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

Union Staff Representative – Employee of the Union

University – Washington State University

WAC – Washington Administrative Code
PREAMBLE

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

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

- To promote constructive attitudes of understanding and cooperation in Employee-Employer relations;
- To promote fair and reasonable working environment;
- To promote efficiency and productivity in the performance of the work and the accomplishment of University’s programs;
- To promote procedures and methods;
- To promptly and fairly address matters between the University and the Employee;
- To encourage an environment of cooperation, support of the University’s mission and goals, and harmony between the Union, the University, and Employees for the benefit of all.
ARTICLE 1 – RECOGNITION

1.1 Exclusive Representation. The University recognizes the Public School Employees of Washington SEIU 1948 as the exclusive collective bargaining representative for those employees in the bargaining units for whom the Union has been certified as the bargaining representative by the appropriate state agency. A description of the existing bargaining unit is attached as Appendix A to this agreement.

1.2 The provisions of this Agreement will apply to classified employees in bargaining units for which the Union has been certified as the exclusive representative during the term of this agreement.

1.3 New Job Classifications Represented. Upon request, the University will provide the Union with job descriptions for all classified staff bargaining unit positions covered by this Agreement. The University may charge a reasonable fee for copying any materials beyond the first copy.

1.4 Entering the Bargaining Unit. The University will notify the Union of all new employees entering the bargaining unit. The University will inform all employees entering such bargaining unit of the Union’s exclusive representation. At the time of hire into a position with the bargaining unit, the University will provide each newly-hired employee with a printed copy of this Agreement and a payroll-deduction form. The University will also inform the employee of his/her obligations under the union security provisions of this agreement.

1.4.1 The University will notify the Union of all new hires in accordance with Article 3.1 and 3.2. Upon request, but no more than once a month, the University will provide the Chapter President, the names of previous month’s newly hired employees.

1.4.2 The parties agree that it is highly beneficial for all bargaining unit employees to understand the Agreement and their bargaining unit membership. As such, each new employee, as part of his/her orientation shall be provided an opportunity to attend one optional quarterly, unpaid one half hour new membership session, where they will receive an overview of the Union and the Agreement by a Union or Employee Representative. Should an employee wish to attend the new employee membership meeting, they are responsible for requesting time away from the worksite in accordance with the Agreement. Employee representatives are responsible for requesting time off for Union activities in accordance with Article 5.4. The Union will notify the University of the dates and the times of the membership sessions. The University will post the membership sessions on the Human Resource Services Labor Relations website.

1.4.3 The Union will provide the University with copies of all materials which will be distributed during the session.

1.5 During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each part voluntarily and unqualifiedly
waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing contained in this Agreement will be construed as a waiver of the Union’s or University’s collective bargaining rights with respect to matters that are mandatory subjects not referred to or covered by this Agreement.

1.6 **No Strike or Lockout.** Nothing in this Agreement permits or grants any employee the right to strike or refuse to perform his or her assigned duties. Nothing in this Agreement permits or grants the University the right to lockout employees.

1.7 **Revenue/Appropriations.** Should the University request but not receive anticipated appropriations or revenues, those portion(s) of the Agreement that are contingent upon financial resources will be opened for renegotiation.

1.8 **University Policy and Regulations.** Unless superseded by a specific provision of this Agreement, the University’s Policies, Rules, Regulations and Procedures, as currently written or as amended, will apply to all Employees.

1.9 **Collective Bargaining.** Where required by law, and where there has been no waiver of bargaining required, the University will satisfy its collective bargaining obligation before changing a matter not referred to or covered by this Agreement. The University will notify the Union of these proposed changes, and the Union may request bargaining over changes in employee wages, hours and working conditions as required by law. In the event the Union does not request discussions and/or negotiations within fourteen (14) days of receipt of the notice, the University may implement the changes without further discussions and/or negotiations. There may be emergency or mandated conditions that are outside of the University’s control requiring immediate implementation, in which case the University will notify the Union as soon as possible, and may implement if needed prior to the completion of negotiations.
ARTICLE 2 – MANAGEMENT RIGHTS

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

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

2.1.1 Plan, direct and control all functions, operations and programs/services of the University, including its mission, strategy direction, the structure of the University’s organization, service levels, staffing levels and resource requirements;

2.1.2 Develop, interpret, amend and enforce written policies, procedures, and rules governing the workplace;

2.1.3 Determine the services to be rendered, as well as, the methods, means and organization by which the University operations and services shall be undertaken and accomplished;

2.1.4 The University’s budget and the size of the University’s work force, including determining the financial basis for layoffs;

2.1.5 The right to take whatever actions are deemed necessary to carry out the mission of the University during emergencies;

2.1.6 Employee benefits;

2.1.7 Take actions necessary to maintain the cost effectiveness and efficiency of University operations;

2.1.8 Determine the amount and forms of compensation for employees;

2.1.9 Direct and supervise employees;

2.1.10 Reprimand, suspend, discharge, or otherwise discipline employees;

2.1.11 Assign work, determine the number of hours to work, the starting and quitting time, schedule the hours of work, alter work schedules, and authorize overtime;

2.1.12 Establish the duties and responsibilities of employees, including the development and alteration of job descriptions and productivity standards;

2.1.13 Establish and implement policies and procedures for evaluating the performance of employees;
2.1.14 Recruit and hire employees based on standards established by the University;

2.1.15 Promote, demote, transfer and rehire employees;

2.1.16 Determine the need for additional training and assign employees to complete any such training;

2.1.17 The use of technology;

2.1.18 Expand, reduce, alter, organize; reorganize, combine, transfer, assign or cease any job, department, operation, or services;

2.1.19 Enter into agreement(s) with other government entities;

2.1.20 Control and regulate the use of machinery, facilities, equipment, production, service, distribution, and maintenance methods, materials, machinery, and equipment;

2.1.21 Determine the number, location and operation of departments, divisions, and all other units of the University;

2.1.22 Take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the University;

2.1.23 Perform all other functions not expressly limited by this Agreement;

2.2 Except as limited by this Article and as established in this Agreement, the parties acknowledge their obligation to bargain regarding matters affecting wages, hours and working conditions as permitted by RCW Chapter 41.80.
ARTICLE 3 – UNION MEMBERSHIP AND CHECKOFF

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

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

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

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

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

3.3.1 Religious Exception. Nothing contained in this Agreement shall require union membership of employees who assert a right of non-association based upon bona fide religious tenets or the teachings of a church or religious body of which such employee is a member. The employee will contact the Union, in writing, with his/her request for non-association. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or
3.4 **Local Dues.** The University shall deduct the Union local chapter dues separately and remit all such funds to the local Union chapter treasurer on a semi-monthly basis. Where an employee has been suspended, reduced-in-force, or was discharged and subsequently returned to work with full or partial back pay, or has been reclassified retroactively, the University will deduct, from the back pay, the applicable union dues or fees which may be owing for the period for which the employee receives back pay.

3.5 **University Indemnification.** The University shall be held harmless by the Union for compliance with this Article and any issues related to the deduction of dues and fees.

The University agrees to submit a report semi-monthly along with its remittance of dues identifying each employee by name, employee number, position number, gross salary, and dues amount remitted.
ARTICLE 4 – RIGHTS OF THE UNION

4.1 Collective Bargaining. The Union has the right and responsibility to represent the interests of all Employees, to present its views to the University on matters of concern either orally or in writing, and to enter collective negotiations with the objective of reaching an agreement applicable to all employees within the bargaining unit. Where required by law and where there has been no waiver of bargaining requirement, the University shall satisfy its collective bargaining obligation and notify the Union of any proposed policy change that affects wages, hours or other terms and conditions of employment.

4.2 Disciplinary Notification. The Union shall be provided a copy of disciplinary actions against any Employee the same day the notice is provided to the Employee. The Union is entitled to have an observer at pre-disciplinary or investigative hearings conducted by the University and to make known the Union’s views concerning the case.

4.3 University Facilities and Equipment Use. Employees may use University facilities, on a space available basis, for the purpose of holding local chapter union meetings and conducting representational activities without charge; if such meetings are infrequent, do not include non-university employees other than professional Union staff, do not disrupt or distract University business and occur during employee non-working hours unless otherwise noted in this agreement. This provision does not extend to Union organizing meetings.

4.4 Bulletin Boards. The University will establish bulletin board(s) or allocate space on existing bulletin boards to the Union for union communication. The number of bulletin board(s) will be mutually agreed to by the University and the Union. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with the state ethics laws and identified as Union literature. Bulletin boards will be established in such locations as to ensure that all members of the bargaining unit have the opportunity to view them. Union literature may not be posted in any other location on the campus.

4.5 Supplies and Equipment. The Union and its membership will not use state-purchased supplies to conduct union business or representational activities. This does not preclude the use of the telephone, fax and email for representational activities if there is no cost to the University, the communication is brief in duration, and it does not disrupt or distract from University business. The University and the official Union representatives may use University equipment to communicate with one another.

4.6 Printing and Copying. The Union may use campus printing and copying services, including self-operated machines, at the normal established rates.

4.7 University Access. Representatives of the Union, following prior notification to the Labor Relations Officer or designee, shall have access to the University’s premises during business hours; provided that conferences or meetings between employees and the Union representatives will not interfere with the University’s operations or Employees’ work time, unless otherwise noted in this Agreement. If the Union representatives wish to meet with Employees during work time, they shall make arrangements with the appropriate
supervisor(s) at least two (2) hours in advance of their intention to visit a University department, facility, employee, or grievant. Approvals of these requests are contingent upon University operations, unless otherwise specified in this Agreement; however, breaks and lunch periods are not considered work time.

4.8 Attendance of Meetings. Subject to supervisory approval, employees will be allowed to flex their schedule to attend the Union local meetings if they occur during work time. The employee will make requests to attend local meetings in advance, stating the expected duration.
ARTICLE 5 – UNION EMPLOYEE REPRESENTATIVES

5.1 Representative Designation. The University recognizes the Union’s right to designate bargaining unit members, who shall be known as Union Representatives, to assist Employees in Agreement administration matters, including the processing and investigation of grievances. The Union will provide the Labor Relations Officer (or designee) with a written list of the current Union Representatives and the Union Staff Representative on July 1 of each year or within ten (10) days as changes in designation occur. The University shall not recognize any individual as an official Union Representative whose name does not appear on the afore mentioned list nor shall the University recognize any individual as an official Union Representative unless he/she works in a position covered by this Contract. Only one Union Representative may be working on a single grievance or Employee dispute at a time. Each Bargaining Unit shall have no more than one (1) Union Representative per first line supervisor; however, the Union may designate one or more alternates to act in the place and stead of the Union Representative in the event that the original Union Representative is unavailable.

5.2 Representative Release Time. Union Representatives who are processing or investigating grievances in accordance with the grievance procedure of this Agreement, or otherwise assisting or consulting with bargaining unit members or University officials in legitimate matters of contract administration, shall be released from work for reasonable periods of time without loss in pay to undertake such activities on the University’s property. Union Representatives are expected to request release time from their supervisors prior to taking the time. Time off for investigating and processing grievances shall be granted to Union Representatives by their supervisor following a request, but in consideration of job responsibilities. If permission for time off cannot be immediately granted, the supervisor shall arrange for time off at the earliest possible time thereafter.

5.3 Unreasonable Use of Time. In the event the University determines that the amount of work time used by any Union Representative on grievances or other authorized Union activities is unreasonable, or is preventing the employee or unit from completing his/her assigned duties in a timely manner, the University will deny the release time for that Union Representative. The parties will meet to discuss a resolution for the excess use of time before any disciplinary action is taken in accordance with Article 31.

5.4 Release Time for Union Activities. Union Representatives may be allowed time off without pay for the purpose of attending Union administrative/educational training. The time off shall not interfere with the University’s operating needs as determined by management. If the absence is approved, the employees may use accumulated compensatory time or accrued annual leave instead of leave without pay.
ARTICLE 6 – RIGHTS OF THE EMPLOYEE

6.1 Off-duty Conduct. Employees shall not be disciplined for off-duty conduct absent a nexus between the conduct and the employee’s assigned duties for the University.

6.2 Pre-Disciplinary Notice. Prior to any final University decision regarding disciplinary action, employees shall be advised in writing of charges or complaints against them that the University reasonably believes could result in disciplinary action, and shall be given the opportunity to respond to such allegations.

6.3 Right to Union Representation. Employees have the right to union representation on matters that involve formal investigations or potential disciplinary actions. It is the employee’s responsibility to notify management that a Union representative will be present if the employee feels that he/she requires Union representation at an investigatory or pre-disciplinary meeting with his/her supervisor or other levels of management.

6.4 Workplace Harassment and Violence. The University, the Union, and employees covered by this Agreement are committed to maintaining an environment that is free from acts or threats of violence and harassment perpetrated by or against employees, students, or members of the public. The University prohibits harassment, violence or threats of violence in the workplace, and will maintain and enforce policies prohibiting workplace harassment and violence.

6.4.1 Treatment of Employees. An employee has the right to a workplace free from harassment, workplace violence, intimidation or other threatening behavior, including pervasive verbal abuse and bullying.

6.4.2 The University will provide channels for employees to report concerns regarding the protections described in this section [6.4], and will promptly investigate concerns or complaints raised as necessary upon notification. Employees who believe they have experienced such behavior at the hands of other employees of the University, students, outside vendors, or members of the general public are encouraged to report their concern to their immediate supervisor. If the Employee believes the immediate supervisor is the source of the workplace harassment, intimidation or other threatening behavior, the incident should be reported to the department’s Appointing Authority or designee, or to other responsible University officials in accordance with the University’s harassment and workplace violence policies. The University will take reasonable steps to investigate each report and take appropriate action, if necessary.

6.4.3 Affected Employees will be notified of the outcome of any such investigation, and any actions taken by the University as a result, as appropriate. Upon request, the Union will also be advised of the final disposition of the matter; however, specific details as to disciplinary action will not be disclosed.

6.5 Outside Employment. Employees may engage in off-duty employment that does not interfere with the performance of, or compete or conflict with, their assigned duties.
Outside employment activities will not be performed during an employee’s work time. Employees will notify the University of any outside employment which is not sporadic or casual.
ARTICLE 7 – REASONABLE ACCOMMODATION

7.1 Reasonable Accommodation Laws. All parties will comply with all relevant federal and state laws, regulations, executive orders, and with the provisions of University policy in providing reasonable accommodation to qualified individuals with disabilities.

7.2 Disability Definition. Presence of a sensory, mental, or physical impairment that: is medically cognizable or diagnosable; or exists as a record or history; or is perceived to exist whether or not it exists in fact. A disability exists whether it is temporary or permanent, common or uncommon, mitigated or unmitigated, or whether or not it limits the ability to work generally or work at a particular job or whether or not it limits any other activity within the scope of this chapter. For purposes of this definition, "impairment" includes, but is not limited to: any physiological disorder, or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitor-urinary, hemic and lymphatic, skin, and endocrine; or any mental, developmental, traumatic, or psychological disorder, including but not limited to cognitive limitation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

7.3 Only for the purposes of qualifying for reasonable accommodation in employment, an impairment must be known or shown through an interactive process to exist in fact and the impairment must have a substantially limiting effect upon the individual's ability to perform his or her job, the individual's ability to apply or be considered for a job, or the individual's access to equal benefits, privileges, or terms or conditions of employment; or the employee must have put the University on notice of the existence of an impairment, and medical documentation must establish a reasonable likelihood that engaging in job functions without an accommodation would aggravate the impairment to the extent that it would create a substantially limiting effect. A limitation is not substantial if it has only a trivial effect.

7.4 Requesting Accommodation. An employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position will request such an accommodation from the University. Employees requesting accommodation have a duty to cooperate with the University in discussing the need for, and possible form of, any accommodation. The University will consult with the supervisor, employee, and if applicable, a vocational professional to determine if the disability precludes the employee from performing job functions; substantially limits the individual's ability to perform his or her job, or is reasonably likely to substantially limit the individual's ability to perform his or her job without reasonable accommodation. The University may require supporting medical documentation with any request for accommodation, and may require the employee to obtain a second medical opinion at the expense of the University. Medical information related to an accommodation disclosed to the University will be kept confidential as required by state and federal privacy statutes, in a file separate from the employee’s personnel file, and disclosed only on a need to know basis.

7.5 Determinations Regarding Accommodations. The University will determine whether an employee is eligible for a reasonable accommodation, and the accommodation, if any, to be
provided.

7.6 Disability Separation. Every option to reasonably accommodate an employee’s disability shall be considered, including an Alternate Job Search.

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

The substantive impact of the University’s determinations with respect to this Article may be contested though the grievance procedure in the ordinary manner.
ARTICLE 8 – NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.1 Compliance with State and Federal Law. The parties acknowledge their mutual support for equal employment opportunity and their commitment to abide by all state and federal laws regarding nondiscrimination and affirmative action in the workplace.

8.2 Nondiscrimination. Neither the University nor the Union shall discriminate against any employee because of age, sex, national origin, race, color, creed, religion, sensory, mental or physical disability, sexual orientation, marital status or union membership or any other manner precluded by law.
ARTICLE 9 – COMMITTEE MEMBERSHIP

9.1 University Committees. Employees may request to participate in University committees affecting their wages, hours, or working conditions. These requests will be made in writing to their supervisor. Denials of such request will be provided to the employee in writing. Copies will be forwarded to the assigned Union Representative. Denials will be based upon a legitimate business reason. The Union or the Employee may request a review of the denial by the University’s Labor Relations Officer.

9.2 Release Time for Committees. Time spent by Union Representatives participating in management assigned and/or approved University committees shall be considered time worked. Approval of participation in committees is subject to the reasonable needs of the University and each employee’s particular work assignment and applicability of the committee to the employee.
ARTICLE 10 – LABOR/MANAGEMENT COMMITTEE

10.1 **Purpose and Scope.** The University and the Union will maintain a Labor/Management Committee to provide a forum for communication between the parties and to promote constructive labor-management relations. Committee meetings will be used for discussions only regarding the administration and/or interpretation of this Agreement. The committee will have no authority to conduct any negotiations or modify the provisions of this Agreement. Pending individual grievances and grievance issues will not be discussed in the Labor/Management Committee meetings.

10.2 **Representation.** The Labor/Management Committee will consist of a bargaining unit employee selected by the Union, a Union staff representative and two (2) representatives selected by the University.

10.3 **Release Time and Meeting Expenses.** The University will release employee representatives for time spent in committee meetings, provided the absence of the employees will not disrupt operations. Time spent in Labor/Management Committee meetings will be considered time worked for the employee, provided the meeting occurs within the employee’s regularly scheduled shift. Time spent by employees attending committee meetings outside their scheduled work time will not be considered time worked and will not result in additional compensation.

10.4 **Scheduling of Meetings.** Either party may request a meeting of the Labor/Management Committee by sending a written communication including a description of the issue(s) to be addressed to the other party. The Union requests will include proposed meeting representative(s). The meeting will be scheduled at a mutually acceptable time and place. The committee will not meet more than once per quarter, unless there is mutual agreement for more frequent meetings.

10.5 **Other Communications.** Nothing in this Article shall preclude the parties from discussing issues of mutual concern outside the context of the Labor/Management Committee.

10.6 **Agreements.** Any action item agreements reached at a Labor/Management Committee meeting shall be documented and signed jointly by the Labor Relations Officer or designee and the bargaining unit representative before the meeting adjourns. If the Parties determine a clarification regarding the administration and/or interpretation of this Agreement is necessary, the Parties will jointly develop a proposed Memorandum of Understanding (MOU) that will be forwarded to the Labor/Management Committee for consideration and determination. No later than seven (7) days after the meeting is concluded more complicated agreements reached will be reduced to writing by the party bringing forward the concern and forwarded to the other party.
ARTICLE 11 – HOURS OF WORK

11.1 **Work Week.** Unless otherwise specified for particular employees or groups of employees, the work week, for purposes of determining overtime eligibility, shall commence at 12:00 a.m. on Sunday and end at 11:59 p.m. on Saturday. Employees will not be regularly scheduled to work more than forty (40) hours in a work week.

11.2 **Work Schedule.** The University will assign each position to one of the following work schedule designations:

11.2.1 Regular schedules consist of five (5) consecutively and uniformly scheduled eight (8) hour days in a seven (7) day period. Uniformly scheduled is defined as a daily repetition of the same working hours and a weekly repetition of the same working days.

11.2.2 Alternate schedules consist of workweeks and/or work shifts of different lengths. Alternate schedules may be assigned to meet business and customer service needs or in response to employee requests. For full-time employees, alternate schedules will consist of forty (40) hours of work, with at least two (2) consecutive days off, in a seven (7) day period.

11.3 **Schedule Changes.** The University may change an employee’s schedule.

11.3.1 A temporary schedule change is defined as a change lasting thirty (30) days or less. Employees will receive written notice of a temporary change to an employee’s schedule at least five (5) days in advance of any change that alters an employee’s starting time by two (2) hours or more. Alterations of less than two (2) hours require two (2) days’ notice. The day notice is given will be considered the first day of the notice period. This does not preclude an employee from voluntarily accepting a schedule change with less than the above notice.

11.3.2 A permanent schedule change is defined as a change lasting over thirty (30) days. Employees will be notified of permanent schedule changes in writing at least ten (10) days in advance of any change that alters an employee’s starting time by two (2) hours or more. Alterations of less than two (2) hours require two (2) days’ notice. The day notification is given will be considered the first day of notice. This does not preclude an employee from voluntarily accepting a schedule change with less than the above notice.

11.4 Employees may request a schedule change. If approved, the notice period will be waived

11.5 **Meeting Notice.** Employees shall be given two (2) working days notice of mandatory meetings scheduled outside of their normal working hours that they are required to attend. Employees will be paid for attendance at all mandatory meetings.
ARTICLE 12 – MEAL AND REST BREAKS

12.1 Rest Breaks. An overtime eligible employee shall receive an uninterrupted fifteen (15) minute paid rest break for each four (4) hours of work. Rest breaks shall be scheduled by the employee’s supervisor. While taking a rest break, the employee is subject to be called to return to work as needed by the University; this will be done only in situations where immediate attention to a matter is required.

12.2 Meal Period. An overtime eligible employee shall receive a minimum of a thirty (30) minute unpaid meal period toward the middle of each work shift, no more than five hours after the beginning of the shift. The University will make every effort to relieve an employee of all work during that time. If an employee’s meal period is interrupted by a work related demand, the employee will be allowed to resume his or her unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the remainder of the employee’s meal period will be considered time worked.

12.3 The employee may not waive rest periods or combine rest periods with meal periods or at the beginning or end of a shift.

12.4 Clean-up Period. Employees will be allowed a reasonable personal and equipment clean-up period prior to the end of their shift as determined by the supervisor.
ARTICLE 13 – OVERTIME AND CALLBACK

13.1 Overtime Notification and Award. Every reasonable effort shall be made to provide employees with advance notice of overtime needs. The University will meet its overtime needs on a voluntary basis with qualified employees, in order of seniority, who are present at the worksite on a straight rotational basis. Work continuation that extends a shift will be offered first to employees on that shift currently performing the work. In the event there are not enough volunteers, the supervisor shall assign employees to work overtime in reverse seniority order.

13.2 Overtime Computation. Overtime shall be compensated at the rate of one and one-half times the employee’s regular rate of pay for all hours worked beyond forty (40) in a work week. For purposes of calculating overtime eligibility, all hours spent performing assigned duties, holidays, and personal leave/holiday, and annual leave will be considered hours worked. All other leave with pay during the employee's regular work schedule is not considered time worked.

13.3 Overtime Authorization. Employees may not work overtime unless authorized by the employee’s supervisor.

13.4 Overtime Eligibility. Eligibility to receive overtime pay will be determined in accordance with the Federal Department of Labor Fair Labor Standards Act (FLSA) and Washington State wage and hour statutes.

13.5 Call Back Pay. When an employee has left the institution grounds and is called to return to work outside of regularly scheduled hours and not contiguous with their regular work shift, he/she shall receive a minimum of two (2) hours callback pay at the employee’s regular non-overtime hourly rate of pay. The minimum of two (2) hours of pay and any hours worked in excess of two (2) hours will be compensated in accordance with Article 45. An employee on standby status called to return to the work station does not qualify for call back pay.

13.6 Overtime-eligible employees receive cash payments for overtime. However, at the employee's request, an employing official may approve compensatory time off in lieu of pay. Compensatory time in lieu of cash overtime pay will be awarded at the same rate.

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

Overtime compensation includes shift differentials, hazardous conditions pay, and other pay in accordance with the FLSA.
The employee indicates the hours worked on his/her Time Report.

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

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

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

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

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

If the individual does not use the compensatory time by the end of the extension, the compensatory time so extended must be paid in cash within thirty (30) days of the end of the extended period.
ARTICLE 14 – EMERGENCY CLOSURE/ SUSPENDED OPERATIONS

14.1 Suspended Operations. In accordance with state regulations, the University President or designee may suspend the operation of all or any part of the institution whenever the President or designee determines that public health, property, or safety is jeopardized due to an emergency.

14.2 In the event that the University suspends operations, employees scheduled but not required to work shall be governed by the following provisions:

14.2.1 If the University suspends operations after the employee’s work shift has begun, the employee will be paid for a minimum of half of their shift or the actual time worked, whichever is greater.

14.2.2 Employees who miss paid time due to a suspended operations closure shall be allowed to take accrued compensatory time, annual leave, personal holiday time or leave without pay for the work hours not paid. Employees taking leave without pay may request to work additional hours within fourteen (14) days after operations resume. Reasonable work must exist as determined by the supervisor. The employee must receive supervisory approval prior to working the additional time, however; approval will not be denied absent a legitimate business reason, which will be provided to the employee in writing. Employees have ninety (90) days after operations resume to make up the amount of pay lost. The supervisor schedules extra hours at times most convenient for the work of the department and, whenever possible, most convenient for the employee.

14.3 Inclement Weather. Employees who do not work because of inclement weather have the following options to account for hours not worked, may take annual leave, personal holiday, accrued compensatory time, or leave without pay. An employee must use personal holiday as a full day or shift.
ARTICLE 15 – HOLIDAYS

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

Holiday Schedule July 2017 – June 2019

<table>
<thead>
<tr>
<th>HOLIDAY</th>
<th>2017-2018</th>
<th>2018-2019</th>
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<tbody>
<tr>
<td>Independence Day</td>
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<td>Labor Day</td>
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<td>Sept. 3, 2018</td>
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<td>Veterans Day</td>
<td>Nov. 10, 2017</td>
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<td>Thanksgiving Day</td>
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<td>Christmas Day</td>
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<tr>
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<tr>
<td>Memorial Day</td>
<td>May 28, 2018</td>
<td>May 27, 2019</td>
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*in lieu of Presidents’ Day

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

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

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

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

15.5 Holiday Observance

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

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

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

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

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

15.6.3 Use of Personal Holiday. Personal Holidays may not be carried over into the next calendar year, however, if the selected personal holiday was denied due to the University’s operations, the employee may use the personal holiday within the first thirty (30) days of the next calendar year.

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

15.7 Faith or Conscience Unpaid Holiday

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

15.7.2 An employee must give at least fourteen (14) calendar days’ written notice to the supervisor when requesting these unpaid holidays. However, supervisors may approve requests that are received without fourteen (14) days’ notice.
15.7.3 Employees will only be required to identify that the holiday request is for reasons of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

15.7.4 The holiday will be granted, unless the employees’ absence would impose an undue hardship on the University as defined by WAC 82.56 or the employee is necessary to maintain public safety. If an undue hardship exists, the supervisor will work with the employee to find an alternate date on which the employee can be released.
ARTICLE 16 – ANNUAL LEAVE

16.1 Recording Annual Leave Time and Accrual. The University will include the annual leave accrual rate on the employee’s monthly timesheet.

16.2 Annual Leave Accrual Rates. The annual leave accruals to which a full time employee shall be entitled shall be computed in accordance with the following rules and based on total years of state employment:

16.2.1

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<th>Number of Hours per Year</th>
<th>Number of Days per Year</th>
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<td>8th-10th</td>
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<td>128.04</td>
<td>16</td>
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<tr>
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<td>16th+</td>
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<td>176.04</td>
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16.2.2 Should WAC 357.31.165 yield a higher overall annual leave accrual benefit, the University will follow the WAC.

16.2.3 Computation of Annual Leave. Annual leave hours shall be earned at the end of the month. Employees will not earn annual leave for any month in which leave without pay exceeds ten (10) working days except for those employees on approved Military leave, Worker’s Compensation, or during periods of scheduled cyclic leave without pay. Part-time employees shall accrue annual leave at the same rate, in the proportion that their normal work-week bears to a forty (40) hour work-week.

16.2.4 Continuous Service. For years one through four, the accrual rate is based upon continuous state employment. For years five and after, the accrual rate is based upon total state employment.

16.3 Use and Scheduling of Annual Leave. Employees may not take annual leave until they have successfully completed six (6) months of continuous state service. Employees may not take annual leave before it is earned.

16.3.1 Scheduling of Annual Leave. Requests for annual leave are expected to be submitted by the employee in advance of the effective date. However, if an employee is going to be up to 20 minutes late for their work shift and notifies their
supervisor prior to shift start time, they may be allowed annual leave. If an employee is already working and an emergency occurs that requires them to leave work, she/he will notify his/her supervisor, and they may be allowed annual leave. Employees may be required to provide supporting documentation of said event. The employee must obtain the supervisor's approval before using annual leave except where otherwise specified in this Agreement.

16.4 **Maximum Annual Leave Accrual.** Employees may accumulate maximum annual leave balances not to exceed two hundred and forty (240) hours. However, an employee may exceed the annual leave balance limit between the time the leave is accrued and his/her next anniversary date of state employment. Leave accumulated above two hundred forty (240) hours must be used by the next anniversary date.

16.5 **Transfer of Annual Leave.** Employees who transfer from the University to another state agency or institution may, at their election, transfer their accrued but unused annual leave.

16.6 **Cash-out of Annual Leave.** Upon separation from employment, employees who have completed at least six (6) continuous months of service shall be paid for their accrued but unused annual leave hours at their regular rate of pay, except for employees who transfer annual leave as provided in Section 16.5.
ARTICLE 17 – SICK LEAVE

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

17.2 Uses of Accrued Sick Leave

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

(a) An employee’s own illness, injury or disability;

(b) A period of quarantine following the exposure to a contagious disease during the period when attendance on duty would jeopardize the health of others;

(c) The need to care for a minor/dependent child, with a health condition requiring treatment or supervision;

(d) Care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency health condition;

(e) Care for members of the employee's household or relatives of the employee/employee's spouse who experience an illness or injury, not including situations covered above. For purposes of care for household members or relatives, the term "relatives" is limited to spouse, child, grandchild, grandparent or parent;

(f) Medical, dental or optical appointments for the employee or other family member where the employee’s presence is required, provided that employees must make reasonable efforts to schedule such appointments at times when they will least interfere with scheduled work days and arranged in advance with his/her supervisor;

(g) Family care emergencies:

i. Minor/dependent child care emergencies such as unexpected absence of regular care provider, unexpected closure of child's school, or unexpected need to pick up child at school earlier than normal provided the employee has used all accrued compensatory time. Such use of sick leave is limited to three (3) days in a calendar year;

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

(h) Bereavement leave;

(i) When on approved Family Medical Leave, for the continuation of employee benefits i.e. medical insurance by allowing the use of eight (8) hours of sick leave per month during periods of leave without pay;

(j) For an employee whose spouse is a member of the military who has been notified of an impending call or order to active duty or who has been deployed;

(k) To care for a spouse, son, daughter, parent, or next of kin who is suffering from a serious illness or injury arising from injuries incurred in the line of duty in the armed forces of the United States;

(l) To recover from and cope with the effects of domestic violence, sexual assault, or stalking;

(m) Parental leave

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

17.4 Sick Leave Notification and Medical Verification. Employees must notify their supervisor as soon as reasonably possible when they will be absent due to illness or injury. For absences of three (3) or more consecutive work days, or where there is a legitimate reason to suspect leave abuse, the University may require the employee to present a health care provider’s certificate or other document verifying the need for sick leave before paid leave is authorized. In the case of suspected sick leave abuse, the University may address the performance or behavior through training or the Corrective Action and Disciplinary Action processes.

17.4.1 Should an employee suffer from medical condition which causes them to miss work on a full-time, part-time, or intermittent basis, they may apply for medical leave in accordance with this Agreement and University policies. Such time shall not be considered as under this Article section.

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

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

17.6 **Coordination of Benefits.** An employee who sustains a work-related illness or injury that is compensable under the state workers’ compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave during a period in which they receive time-loss compensation will receive full sick leave pay in addition to any time-loss payments. Employees who take annual leave during a period in which they receive time-loss compensation will receive full annual leave pay in addition to any time-loss payments. Leave for a work-related injury, covered by Workers’ Compensation will run concurrently with the FML.
ARTICLE 18 – SHARED LEAVE

18.1 Shared Leave Program. As permitted by RCW 41.04.650 – 41.04.670 and by University policy, eligible employees may donate accrued annual leave, sick leave, or personal holiday to other eligible state employees who have exhausted, or are about to exhaust, their own paid leave and who have been called to military service; suffer from an extraordinary or severe injury, illness or impairment; is the victim of domestic violence, sexual assault, or stalking; or who have a relative or household member who is suffering from an extraordinary or severe illness, injury, or impairment. Eligibility to donate leave, receive leave, and the administration of the shared leave program will be in accordance with applicable state law. For purposes of this Article, the term relative includes the employee’s spouse or state registered domestic partner, child, grandchild, grandparent or parent; the term household member means persons residing in the employee’s home who share reciprocal duties of care and financial support with the employee.

18.2 Leave Donation. An employee may donate annual leave, sick leave, or personal holiday to another state employee for purposes of the Washington state leave sharing program under the following conditions:

18.2.1 The Employee's request to donate leave will not cause his/her annual leave balance to fall below eighty (80) hours. Minimum annual leave balances are pro-rated for employees working less than full-time based upon the percent of FTE.

18.2.2 The Employee's request to donate leave will not cause his/her sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.

18.2.3 An Employee shall be allowed to donate all or part of his/her personal holiday to an employee authorized to receive shared leave.

18.2.4 An Employee may not donate accrued annual leave hours that would otherwise be lost on their next anniversary date, in the month prior to their anniversary date. An Employee may not donate accrued sick leave that would otherwise be lost upon their separation from employment.

18.3 Voluntary Donation. No Employee may be intimidated, threatened, or coerced into donating leave for purposes of this program.

18.4 Shared Leave Request and Usage. Employees may request and receive and use donated leave as follows:

18.4.1 The University will determine the total amount of leave an employee may receive through the shared leave program, provided that no employee shall receive more than two hundred sixty-one (261) days of shared leave.

18.4.2 Employees requesting shared leave must provide written justification for the request, which may include medical documentation describing the underlying need for shared leave and identifying the expected date the employee will be able
to return to work.

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

18.5 Unused Leave. If the University determines that an employee will not need donated leave, such leave will be returned to donors’ accrual balances. The hours are proportionately returned to the appropriate type of leave accrual, i.e., annual leave, sick leave, personal holiday. If there are multiple donors, the unused hours are returned to the donors’ on a prorated basis.
ARTICLE 19 – FAMILY MEDICAL LEAVE

19.1 Family Medical Leave (FML). Upon request, the University will provide Family Medical Leave for all employees covered by this Agreement on the same basis as the program is provided for all other University employees, except as otherwise provided for in this Section.

19.2 Eligibility. An eligible employee is an employee who has been employed by the state for at least twelve (12) months, and who has worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the commencement of leave. Eligible employees are permitted up to twelve (12) weeks of FML during a rolling twelve (12) month period for purposes specified by law.

19.3 Employees taking FML will be allowed to take such leave on an intermittent or reduced-schedule basis when the medical documentation supports such a schedule.

19.4 An eligible employee may take FML for illness or injuries related to active military duty.

19.5 An employee may take FML to care for an immediate family member with a serious illness or injury incurred in the line of active duty. An eligible employee may request up to twenty-six (26) weeks of FML. In circumstances where the employee is the next of kin to the service member, he or she will be allowed to take FML to care for the service member.

19.6 HRS designated absences that meet the criteria of FML. FML shall be administered according to the Family Medical Leave Act, 29 U.S.C. § 2601 et seq., and related regulations, 29 CFR § 825 et seq. WAC 357-31-525.

19.7 Parental Leave. Employees may request parental leave for up to six (6) months, including any period of FML pursuant to Section 19.1 for the birth and care of the employee’s newborn child or the placement with the employee of an adopted or foster child. Parental leave must be taken within one (1) year following the child’s birth or placement. The only basis for denial is operational necessity. The University may approve requests for more than six (6) months of parental leave.

19.8 Disability Leave

19.8.1 Due to Pregnancy and/or Childbirth. Disability Leave may be a combination of sick leave, annual leave, personal holiday, compensatory time, and leave without pay. The employee chooses the combination and use of paid and unpaid leave during such disability leave Continuing Employer-Paid Benefits If necessary due to disability, the employee is allowed to use a minimum of eight hours of accrued paid leave per month for up to four months of disability leave due to pregnancy and/or childbirth (or as long as medically certified) to provide for continuation of employer-paid benefits. (The total months of such disability leave include the twelve workweeks provided under the Family and Medical Leave Act, if eligible. If using LWOP, eight hours of paid leave per month may not be sufficient to cover the employee's portion of the insurance premiums.)
19.8.2 Not Pregnancy, Childbirth, or FML-Related. Disability leave not related to pregnancy, childbirth, or family medical FML may be a combination of sick leave, annual leave, personal holiday, compensatory time, and leave without pay. However, the employee may not move in and out of paid status during such disability leave. Usually, the employee uses paid leave until such leave is exhausted and then uses unpaid leave for the remainder of the disability leave period.

19.8.3 During the fourth month following the FML period, or if the employee is not eligible for FML, the eight hours paid leave is to be used on the first working day of the month.
ARTICLE 20 – LEAVE OF ABSENCE WITHOUT PAY

20.1 Purposes. In addition to the circumstances specified elsewhere in this Agreement, the University, at its discretion, may approve a leave of absence without pay for the reasons specified below:

(a) Maternity Disability Leave  
(b) Parental Leave  
(c) Disability Leave  
(d) Reasonable Accommodation  
(e) Family Medical Leave (FML)  
(f) Compensable work-related injury or illness leave  
(g) Military leave  
(h) Cyclic employment  
(i) Childcare emergencies  
(j) Governmental service leave  
(k) Educational leave  
(l) Domestic Violence, Sexual Assault, or Stalking

20.2 Conditions Applicable to Leaves of Absence without Pay. Employees must submit any request for a leave of absence without pay in writing at least fourteen (14) days in advance of the leave, unless precluded by emergency conditions or otherwise provided for in this Agreement. The request will include the beginning and ending date and the purpose of the leave. The University will provide the employee a written approval or denial. If denied, the reason(s) will be included. Except as required by law, a request for a leave of absence without pay in excess of two (2) days’ duration must meet the following conditions, however unpaid absences of two (2) days or less may be authorized by an employee’s immediate supervisor if such absences are congruent with the operational needs of the University:

20.2.1 The employee must have a bona fide intention of returning to work following the leave.  
20.2.2 Except for leave of absence for government service in the public interest, leave of absence may not exceed twelve (12) months without approval of the area’s Appointing Authority.  
20.2.3 Employees will not earn sick leave or annual leave for any month in which leave of absence without pay exceeds ten (10) working days.

20.3 Use of Paid Leave. The employee on an approved leave of absence without pay, except for FML, must exhaust all available paid leave, including compensatory time, sick leave (if available for the purpose of the employee’s leave), annual leave, and personal holiday time before taking unpaid leave; provided that an Employee on FML may use paid leave at the rate of eight (8) hours minimum per month to keep benefits in effect.

20.4 Reinstatement. Employees returning to work following an approved leave of absence without pay will be returned to the position they held prior to the leave of absence or to another available position in the same classification as determined by the University;
provided that in the event the employee’s position is eliminated during the time the employee is on leave, he or she will be notified and provided a time period in which to exercise any rights available pursuant to Article 27.

20.5 Individuals who are hired to perform duties in the absence of employees who are on leave shall be advised at the onset of their service if the position they are occupying will be a temporarily filled position, and advised of their rights should their appointment end.
ARTICLE 21 – MILITARY LEAVE

21.1 Military Leave. Any employee who is a member of a military reserve force of the United States or of the Washington National Guard shall be entitled to military leave with pay not to exceed twenty-one (21) working days during the October 1 through September 30 time period. Such leave will be granted when the employee is ordered to report for active duty, when called, or when ordered to take part in active duty training. Such paid military leave shall be in addition to any compensatory time, annual or sick leave to which the employee might otherwise be entitled, and shall not involve the reduction of any benefits, performance rating, privileges or pay. During the period of paid military leave, the employee shall receive his/her normal base pay.

21.2 Military Leave of Absence. Employees shall be granted a military leave of absence without pay for absence from work for service in the armed forces of the United States or the Washington National Guard. During an unpaid military leave of absence, an employee is entitled to receive:

21.2.1 Retirement benefits and service credit in accord with the provisions of the applicable retirement system.

21.2.2 Health plan coverage at the employee’s request and expense for a limited period of time as determined by the Health Care Authority.

21.2.3 Other length of service credits related to employment that would have been granted had the employee not been absent, provided the employee returns to the University at the conclusion of leave in accordance with applicable state and federal laws.

21.2.4 Any additional benefit required by applicable state or federal law.

21.3 Copy of Employee Orders. Unless prohibited by military necessity, the University shall be provided with a copy of an employee’s orders at the time the employee requests military leave.

21.4 Return from Military Service. Following release from military service, an employee shall have the right to return to his/her employment as provided by applicable state and federal law.
ARTICLE 22 – OTHER LEAVE

22.1 Leave for Child Care Emergencies. Employees using leave due to child care emergencies must notify their supervisor of their absence as soon as possible prior to the start of their scheduled shift or prior to the event which requires the need for leave, whichever is sooner.

22.2 Bereavement Leave. Bereavement leave of three (3) days with pay, per occurrence, shall be allowed for each death of a family or household member. However, an employee may request an additional two (2) days paid bereavement leave for good cause, including: travel distance to attend funerals or memorial services, complexities or unusually administrative responsibilities arising in connection with a decedent’s estate or similar unforeseen circumstances requiring an extended absence from work. Such requests shall be made in writing and include reason for additional leave request. University denials of such requests will be written, and shall include the reason for the denial.

22.2.1 As used in this section, “family” means spouse, parent, step-parent, sister, brother, parent in-law, registered domestic partner, grandparent, minor/dependent child, child, and grandchild. As used in this section “household member” includes, persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. The term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.

22.2.2 With approval of the employee’s Appointing Authority, employees may utilize additional accrued sick leave, annual leave, personal holiday or leave without pay for bereavement when the employee believes that an extended absence is dictated by the circumstances. Approval will not be withheld absent a legitimate business reason, which will be detailed in writing to the employee, with a copy to the Union.

22.3 Civil Leave. Employees subpoenaed to appear for jury service, as a witness or for other subpoenaed civil duties will receive pay at their regular rate of pay for work hours missed because of their required service. The University may require documentation or verification of jury service. Employees must notify their supervisors upon receipt of a subpoena for jury or witness duty, keep their supervisors apprised of the schedule for their jury or witness duties, and report to work when the court schedule permits. Employees assigned to work an evening or night shift will be reassigned to a day shift for the duration of the jury or witness service. Employees may retain any payments received for attendance or travel/meal expenses incurred as a result of jury service or appearance as a witness.

22.4 Employees will be provided paid leave in order to take state examinations, participate in the Employee Assistance Program, and for all other reasons set forth in WAC 357-31-325.
ARTICLE 23 – VACANCIES AND POSITION ALLOCATIONS

23.1 Vacancies. The University will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. The University can fill a position on a full time or part time basis. Except for vacancies being filled from a layoff list, reassignment or Reasonable Accommodation, the University will post a vacancy.

23.2 Posting of Vacant Positions. Vacant positions will be posted for a minimum period of at least five (5) business days.

23.2.1 The University will first consider qualified bargaining unit employees on the appropriate internal layoff list who have the required skills and abilities to perform the duties of the position. In the event the position is not filled with a candidate from the internal layoff list, the University will first consider candidates in the job classification being recruited for from the internal transfer list, or those employees within the bargaining unit, who are requesting a voluntary demotion or promotion, who have the skills and abilities to perform the duties of the position being filled.

23.2.2 If no candidate is selected, the University will consider all other candidates, including employees who are requesting a promotion and external candidates.

23.2.3 Candidates applying for a vacant position will be required to submit sufficient documentation to allow the University to determine their qualifications for the position sought.

23.3 Position Allocation. Positions shall be allocated to the appropriate classification.

23.4 Promotion. Pertains to the movement to a position with a higher salary range than the position currently occupied by an employee.

23.5 Voluntary Demotion. Pertains to employees requesting a change from a position in one classification title to a position in another classification title that has a lower salary range maximum.

23.6 Transfer. Pertains to permanent employees requesting a change from one position to another in the same classification, with the same salary range maximum.

23.7 Reassignment. Pertains to a University directed move of a permanent employee from one classified position to another within the same class in the same department.

23.8 Position Changes. When Human Resources becomes aware of one of the following actions, the Union will be notified in accordance with Article 3:

23.8.1 Reallocation of an occupied bargaining unit position to a lower classification; or

23.8.2 Removal of an occupied position from the bargaining unit
ARTICLE 24 – TYPES OF APPOINTMENTS

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

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

24.3 Cyclic Appointments. Cyclic leave positions are defined as less than twelve (12) month appointments due to known budgetary restraints or known recurring periods in the academic calendar when the position is not needed.

24.3.1 Cyclic Year Schedules. At least fifteen (15) days before the start of each annual cycle, a cyclic schedule shall be established. Incumbents of cyclic year positions will be informed in writing of their scheduled periods of leave without pay in the ensuing annual cycle. Such leave without pay shall not constitute a break in service and shall not be deducted from the employees' length of service in granting periodic increments nor in computing the employees' vacation leave accrual rate.

24.3.2 Additional Work for Cyclic Employees. When additional work is required of a cyclic year position during a period for which the position was scheduled for leave without pay, the temporary work will be offered to the incumbent first, then to available bargaining unit members by seniority who have the knowledge, skills, and abilities to perform the work.

24.4 Temporary Appointments. The University may employ temporary/hourly employees to meet short-term and/or intermittent workload needs.

24.4.1 The University hires temporary employees for the following purposes:

(a) Overflow or extra work required for a work load peak

(b) Ongoing part-time work

(c) To complete a special project, a cyclic work load need, or on a substitute basis to fill in for employee absences as deemed necessary by the University

24.5 Temporary/Hourly Employees Defined. Non-student, temporary/hourly employees who have worked more than three hundred fifty (350) hours in the previous twelve (12) consecutive month period in a bargaining unit covered by this Agreement who are members of the bargaining unit. The University will notify the Union of temporary/hourly employees who meet the above criteria on the monthly membership reports. Should temporary/hourly employees be hired during the term of this Agreement, who meet the above criteria, the University agrees, if requested by the Union, to reopen this Agreement to discuss the applicable terms of the Agreement, including wages, that may apply to them. Until agreement has been reached, the parties agree temporary/hourly employees will be governed
by the temporary/hourly conditions as provided in applicable University Policies and Procedures.

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

24.6 Temporary Upgrades. The University may assign to an employee duties from a higher job classification for a period not to exceed six (6) months. For the duration of such a temporary assignment, the employee shall receive additional compensation equal to the pay range of the higher classification.

24.6 Reallocation. For the duration of the 2017-2019 agreement, the University agrees not to initiate a position review which results in a reallocation of bargaining Unit 16 employees working in classified positions covered by this agreement on April 11, 2011 to a classification with a lower salary range maximum.
ARTICLE 25 – PROBATION AND TRIAL SERVICE

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

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

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

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

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

25.2 Trial Service Period

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

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

25.2.3 Employees will be given reasonable written notification, when the University believes they are in danger of failing trial service for performance related issues. The notice will specify performance goals that will assist the employee in achieving a successful conclusion to the trial service period. The University may extend trial service up to thirty (30) days in order to more adequately evaluate an employee who
is in danger of failing trial service. Specific reasons for the extension will be provided to the employee in writing. Prior to reversion the University will provide written notice to an Employee that they have not successfully completed his/her trial service period. That notice shall include an opportunity to revert to a bargaining unit position that is:

(a) Vacant or staffed by a probationary employee and within a job classification in which the trial service employee previously held permanent status; or

(b) Vacant, at or below the trial service employee’s previous salary range, and in the same classification series as the position in which the trial service employee previously held permanent status.

(c) In either case, the employee being reverted must have the skills and abilities required for the vacant position.

(d) If no reversion options are available the Employee may request to be placed on the appropriate layoff list for bargaining unit positions in job classifications in which he or she had previously attained permanent status.

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

25.3 Permanent Status. An employee will attain permanent status in a job classification upon his or her successful completion of a probationary or trial service period.
ARTICLE 26 – SENIORITY

26.1 Seniority. An Employee’s seniority will be the total length of unbroken service, measured from the last period of unbroken service in a civil service position, adjusted as provided in Section 26.2.

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

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

26.2.2 Employees who are receiving time loss benefits through workers’ compensation, and who are not augmenting those time loss benefits through use of other paid leave, will not have their seniority date adjusted unless their time in such status exceeds six (6) months.

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

26.3 Losing Seniority. Employees who have established seniority will lose their seniority rights in the event of the following occurrences: discharge for cause; resignation amounting to a complete separation from employment with the University; failure to reasonably comply with the layoff-recall requirements of this Agreement.

26.4 Seniority Ties. Ties in seniority will be broken by measuring the employee’s last continuous time within their classification. If the tie remains, seniority will be determined by measuring the employee’s last continuous time at the University. If the tie remains, seniority will be determined by measuring the employee’s total accumulated time with the state. If the tie remains, seniority will be determined by lot.

26.5 Layoff Seniority Rights. Time spent in layoff status will not be considered a break in service if the employee is recalled to work from a layoff list. Upon recall from a layoff list, an employee’s seniority date will be adjusted by the period of time the employee spent in layoff status. Employees on layoff status must provide the University Human Resource Services department with their current contact information, including mailing address. A copy of each position opening notice (job posting) will be mailed to each bargaining unit member in layoff status. In lieu of mailing the information may be transmitted via electronic mail.
ARTICLE 27 – LAYOFF

27.1 Layoff. The University shall determine the basis for, the extent of, and the effective date(s) of layoffs in accordance with the provisions of this Article. A reduction of regularly scheduled hours for a permanent status employee of a position of anything greater than two-tenths (0.2) FTE will be considered a layoff and will permit an employee to exercise layoff rights.

27.2 Layoff Notice. A permanent status employee shall receive at least thirty (30) days written notice of layoff, including no less than five (5) working days in which to select placement on layoff list(s) and/or an option in lieu of layoff.

27.3 Seniority Pool and Layoff Units. All employees holding the same job classification within the same bargaining unit and within the same layoff unit shall constitute a seniority pool. Layoff Units are defined in BPPM 60.37.

27.4 The least senior permanent employee in the classification identified for layoff shall be the first laid off, provided the other employees in the classification possess the necessary knowledge, skills, and abilities to accomplish the essential functions of the remaining work.

27.5 Only employees represented by the Union are covered by the provisions of this Article. All other University employees are specifically precluded from bumping or reverting into covered positions.

27.6 Layoff Options. Regular and cyclic employees who have completed their probationary period and who are designated for layoff shall

27.6.1 Be given the option to move to an available comparable position in the employee’s current classification.

27.6.2 If the employee has no option to a position in their current classification, they shall be given the option to take an available position in a lower classification in the occupational category/class series in which the employee has held permanent status, in descending salary range order. The Employee does not have to have held permanent status in the lower classification.

27.6.3 If continued employment is not available, the employee’s name shall be placed on the University layoff list in accordance with Section 27.8.

27.7 Available Positions. A position is considered available if it is within the bargaining unit, and is vacant or held by a less senior employee. The employee must be able to meet the minimum qualifications of the position and possess the necessary knowledge, skills, and abilities to accomplish the essential functions of the work with minimal refresher training.

27.8 Layoff List. The University shall maintain an internal layoff list for employees who have been laid off. Employees shall be given layoff list rights to classifications in which they have held permanent status, and all lower classifications in the occupational category/class series that are within the bargaining unit.
27.9 An employee shall have his or her name removed from the internal layoff list for any of the following: accepting an offered position, refusing to accept an offered position as identified above, failing to respond within seven (7) days to an offer sent to the last known address of the employee; or two (2) years following the effective date that the employee was laid off.

27.10 Reinstatement of Benefits Following Layoff. If an employee accepts appointment into a position from the layoff list, the Employee will be placed at the salary equal to the employee’s base salary at time of layoff, not to exceed the salary range maximum. An employee appointed from a layoff list shall be credited with the sick leave balance accrued at time of layoff. An employee appointed from a layoff list shall be reinstated with the seniority and unbroken service the employee had at time of layoff.
ARTICLE 28 – RESIGNATION AND PRESUMPTION OF RESIGNATION

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

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

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

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

28.2 Presumption of Resignation. An employee who is absent without authorized leave or contact for three (3) consecutive workdays or more will be presumed to have abandoned his/her position. The employee will be notified in writing of the presumption of resignation. The written notice will advise the employee that he/she will have seven (7) days to petition the Appointing Authority in writing for reinstatement upon proof that the absence was involuntary or unavoidable. Nothing in this Article limits a supervisor’s ability to address employee concerns, training needs, performance or behavioral issues.
ARTICLE 29 – PERFORMANCE EVALUATIONS

29.1 Overview. Employee work performance will be evaluated during probationary and trial service periods and annually thereafter. Performance evaluations will fairly and accurately reflect actual job performance. Immediate supervisors will meet with employees at the start of their review period to discuss performance expectations. Employees will receive written copies of their performance expectations as well as written notification of any modifications made during the review period.

29.2 Probationary Period Progress Evaluation. Probationary employees shall receive an informal performance evaluation to discuss the employee’s progress in the job during the probationary period.

29.3 Evaluation Form. As part of the performance evaluation process, employees will be provided with a written performance evaluation on a standard form selected by the University, which will include a signature line for the employee to acknowledge receipt of the evaluation and a space to record the employee’s comments regarding the evaluation. The completed performance evaluation form, including the employee’s comments, will be maintained in the employee’s personnel file. A copy of the evaluation will be given to the employee.

29.4 Performance Evaluations. The evaluation is intended to convey the supervisor’s opinion of the employee’s performance in relation to the job standards and expectations for the employee’s position, including Quality of Work, Quantity of Work, Job Knowledge, Working Relationships, and Work Related Optional Factor(s). Such factors may include but are not limited to: initiative, follow-through, effectiveness, professionalism, attitude and judgment. Performance evaluations are not subject to the grievance procedure in Article 32, except to the extent that the Employee believes there are irregularities in the use of the approved performance evaluation form and/or procedures described in this Article.

29.5 Unsatisfactory Level of Performance. All performance evaluations reflecting an unsatisfactory level of performance in one or more categories shall state specific reasons for the unsatisfactory evaluation, and action necessary by the employee to improve the unsatisfactory performance, including any recommended training. The employee's performance in the unsatisfactory category shall be periodically reviewed in a meeting with the employee and the immediate and/or other reporting line supervisor and a summary of the discussion will be maintained in the supervisor’s working file until the subsequent regular evaluation has been completed.

29.6 Performance Issues. Performance issues should be brought to the attention of the employee in a timely manner in order to give the employee the opportunity to address the concern with the supervisor.
ARTICLE 30 – PERSONNEL FILES

30.1 Official Personnel File. The University shall maintain only one (1) official personnel file for each employee. The Human Resources Services office shall maintain the official personnel file. This shall not preclude the maintenance of all lawful payroll, benefits, medical and computer records by the University or the supervisor’s working file.

30.2 Employee Right to Review. Each employee shall have the right to review the entire contents of his/her personnel file. Such review shall be in the presence of a Human Resources Services representative during business hours. During the review, an official or representative of the Union may be present. The employee may request a copy of any material in the file. Employees may not alter any documents in their personnel file. With employee and/or such authorization as is required by law, a Union representative may review an employee’s file.

30.3 Copies of Personnel File Material. Employees shall be provided a copy of all material relating to discipline or performance that is placed in their personnel file, except employee-initiated material.

30.4 Written Rebuttals. An employee may, at any time, submit for inclusion in the personnel file, a written rebuttal or comment regarding performance related materials, including disciplinary matters, placed in his/her file.

30.5 Removal of Material. An employee may request that the Appointing Authority remove material that he/she believes to be false, frivolous, irrelevant, or to have been improperly included in the personnel file. All adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrong doing, shall be promptly removed from the personnel file.

Information may be retained if the employee requests that the information is kept in their file; or the information is related to pending legal action or legal actions may reasonably be expected to result.

30.6 Public Disclosure. When documents contained in an Employee’s official personnel file are subject to a public disclosure request under RCW 42.56, the University shall notify the employee of the request at least seven (7) days in advance of the intended release date in advance of the release date. On the employee’s request the University will provide a copy of the public disclosure request.

30.7 Supervisor Working Files. Supervisors may keep working files regarding employees. Material in a working file will not be retained in the supervisory file beyond the employee’s next scheduled or required performance evaluation.

30.8 Medical Information Files. Any health and medical information which is obtained by the University must be maintained in a separate, confidential file. Information included in this file will be maintained, accessed and used only in the parameters of University business.
30.9 Upon request, the Union or the affected employee will be provided with copies of documents contained in the supervisor working file.

30.10 The University may charge a reasonable fee for copying any materials beyond the first copy.
ARTICLE 31 – CORRECTIVE AND DISCIPLINARY ACTION

31.1 The University shall tailor corrective or disciplinary actions to respond to the nature and severity of the offense, as well as the employee's prior work record. The University will not be precluded from discharging an employee or administering other substantial forms of discipline despite the absence of any prior disciplinary record when warranted by the nature and/or severity of the offense. When taking corrective or disciplinary action, the University will make a reasonable effort to protect the privacy of the employee.

31.2 Corrective Action. Possible corrective actions may include, but are not limited to: an informal verbal counseling, a verbal reprimand, a counseling memo, performance improvement plan, or a letter of reprimand.

31.3 Disciplinary Action. Possible disciplinary actions may include, but are not limited to: suspension, reduction in pay, demotion, or dismissal.

31.4 Cause for Discipline. All disciplinary actions, including dismissal or involuntary separation for any reason other than layoff and normal end of appointment, for employees who have successfully completed their probation period, shall be for just cause.

31.5 Representational. The unavailability of a Union Representative will not be cause for delaying the investigatory or pre-disciplinary meeting beyond a reasonable period, unless mutually agreed to by the University and the Union. If the requested Union Representative is not reasonably available, the employee may select another Union Representative. Employees seeking representation are responsible for contacting their representative.

31.6 Investigations. The University has the authority to conduct investigations.

31.6.1 Representation. If the University determines that an investigation is necessary, the effected employee shall be informed that he or she has the right to Union representation. Upon request, the employee shall be permitted a reasonable period of time to arrange for participation of a Union Representative (including the Union’s professional staff), as is appropriate and timely to the situation. The role of the Union Representative is to provide assistance and counsel to the employee during an investigatory interview, rather than serve as an adversary, nor can they bargain over the purpose of the interview. The exercise of rights in this Article must not interfere with the University’s right to conduct the investigation.

31.6.2 Duty to Cooperate. Employees have an obligation to cooperate with investigations conducted by the University.

31.6.3 Meetings. Investigatory interviews, and other meetings related to disciplinary action in which the employee is required to attend, shall be conducted during an employee’s regularly scheduled work time unless the circumstances otherwise require. Employees will be in paid status for investigatory interviews or other meetings related to their disciplinary actions which are convened by the University.
31.6.4 **Alternate Assignment.** The University may, at its discretion, place employees in an alternate assignment or on home assignment during disciplinary investigations. Employees on home assignments must remain available during their normal hours of work. Alternate and home assignments are not discipline, and employees will not lose pay or benefits for a home assignment. Alternate and home assignments are not subject to the grievance procedure.

31.7 **Pre-Disciplinary Procedure.** Prior to imposing disciplinary actions, the following pre-disciplinary procedure shall apply:

31.7.1 **Pre-Disciplinary Action(s).** The University shall inform the employee and the Union of the pre-disciplinary meeting in writing. The notice shall contain the reasons for the contemplated discipline and copies of available documentation. The notice will also inform the employee of the right to Union representation at a Pre-Disciplinary Meeting. The written notice will be furnished directly to the employee during the employee's working hours or, if this is not possible, sent by certified mail to the employee's last known address.

31.7.2 **Pre-Disciplinary Meeting.** The University will schedule a Pre-Disciplinary Meeting to permit the employee to respond to charges either at a meeting or in writing, if the employee prefers.

31.7.3 **Request for Information.** Upon completion of an investigation and upon request, an employee or the Union will be provided with copies of any documents or witness statements upon which the University is relying for the proposed disciplinary action in accordance with appropriate state rules. Unless substantiated, no disciplinary action will be implemented based solely on anonymous charges or complaints.

31.7.4 **Disciplinary Decision.** The University shall inform the employee and the Union of its decision in writing. The written notice will include the specific cause for any discipline issued, and will inform the employee of his or her right to grieve. If the disciplinary decision involves a reduction in pay, permanent demotion or dismissal, the notice will set an effective date for action of at least fourteen (14) days from the date the notice was delivered to the employee. The University may dismiss an employee effective immediately with pay in lieu of the fourteen (14) days' notice period. The University may dismiss an employee effective immediately, without pay, in lieu of the fourteen (14) days' notice period if the Appointing Authority determines that continued employment jeopardizes the good of the department. The notification for the dismissal is required and shall state the reason(s) for the dismissal and, in addition, the necessity for the immediacy of the action.

31.8 **Grievance of Corrective and Disciplinary Actions.** Oral Corrective Actions may not be grieved. Written Corrective Actions may be grieved through Step Two of the grievance procedure only. Letters of Reprimand are not subject to the full grievance process through Arbitration, unless an Employee receives three (3) Letters of Reprimand from the same supervisor within a twelve (12) month period; then the third and all subsequent Letter of Reprimands from the same supervisor will be subject to the full grievance procedure, including Arbitration, during the twelve (12) month period following the effective date of the
third Letter of Reprimand. Permanent employees may grieve disciplinary actions, including terminations due to job abandonment, through the grievance procedure. The timeline for filing grievances contained in Article 32 will begin to run on the date the Employee is notified in writing of the Corrective or Disciplinary Action. Disciplinary Actions may be grieved through every step of the grievance procedure beginning at Step Two.
ARTICLE 32 – GRIEVANCE PROCEDURE

32.1 The Union and the University encourage problem resolution between employees and management, and are committed to resolving disputes at the earliest opportunity and at the lowest level possible. The procedure set forth in this Article shall be the exclusive means of resolving grievances.

32.2 Grievance Defined. A grievance is a dispute between the University and the Union, an employee, or a group of employees as to the interpretation, application or violation of any terms or provisions of this Agreement.

32.3 Time Limits. Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the Union, on behalf of the employee(s), fails to act or respond within the specified time limits or fails to request and be granted an extension of the time limits, the grievance will be considered withdrawn. If the University fails to respond within the specified time limits or fails to request and be granted an extension of the time limits, the grievance shall proceed to the next step of the grievance procedure. For the purposes of this Article, “days” shall mean calendar days, excluding any day observed as a Holiday pursuant to the University’s Holiday schedule.

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

32.5 Modification. No newly alleged violations and/or remedies may be added after the initial written grievance is filed, except by written mutual agreement.

32.6 Resubmission. If resolved or withdrawn, a grievance cannot be resubmitted on the same issue based on the same facts.

32.7 Step One. Regardless of the status of any informal discussions between an employee and his or her supervisor, the Union, on behalf of the aggrieved employee(s), shall submit the grievance in writing to the Labor Relations Officer or designee within thirty (30) days of the events giving rise to the grievance, or the date the employee(s) or the Union knew or could reasonably have been expected to know of such events. The written statement shall include the name of the aggrieved employee(s), the facts giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. The Department Head or designee shall attempt to meet with the Union and the aggrieved employee to resolve the grievance within fifteen (15) days following the date of the written submittal. The Department Head or designee shall respond to the grievance in writing within fifteen (15) days following the Step One grievance meeting.

32.8 Step Two. Should Step One fail to resolve the grievance, the Union shall, within fifteen (15) days after receipt of the Department Head’s or designee’s response, submit the grievance in writing to the Appointing Authority. The parties shall attempt to meet to resolve the grievance within fifteen (15) days following the date of the written submittal. The Appointing Authority shall respond to the grievance in writing within fifteen (15) days following the Step Two grievance meeting.
32.9 **Step Three: Mediation.** Should Step Two fail to resolve the grievance, the parties, upon mutual written agreement, may within fifteen (15) days after receipt of the Appointing Authority response, give written request for mediation to the Public Employment Relations Commission (PERC). If mediation is desired, the Union will submit a copy of the request for mediation to the agency and to the University’s representative. If PERC or a party declares impasse, the Union may request arbitration.

32.10 **Step Four: Arbitration.** Within 15 days of 1) receipt of Appointing Authority decision on the grievance; 2) either parties’ written notification to the other of an intent to decline mediation; or 3) declaration of impasse in mediation process; whichever is applicable, the Union may request arbitration. A written request for arbitration shall be provided to American Arbitration Association (AAA), or if mutually agreed upon Public Employment Relations Commission (PERC). The written request shall be submitted concurrently to the University’s Labor Relations Officer. PERC arbitration, if agreed upon will be in accordance with PERC procedures.

32.10.1 The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing. The demand for arbitration will request that a list of seven (7) arbitrators (Washington or Oregon only) be submitted by the AAA, if that agency is selected to process the matter, to the parties, from which an arbitrator shall be selected by mutual agreement or by alternately striking one (1) name from the list until only one (1) name remains. In the case of striking names, the moving party shall be the first to strike a name.

32.10.2 Challenges to the arbitrability of a grievance shall be resolved in the same proceeding as the arbitration on the merits of the grievance. The arbitrator shall confine himself/herself to the precise issue(s) addressed on the grievance form and submitted for arbitration. The arbitrator shall have no power to determine any other issue(s) not so submitted, nor render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and his or her power shall be limited to interpretation or application of the express terms of this Agreement.

32.10.3 The Arbitrator shall issue written decision to the parties. The decision shall be final, conclusive and binding on the University, the Union and the employees.

32.10.4 The Arbitrator’s award may include back pay to the grievant(s); provided that no such back pay award shall exceed the actual loss to the grievant.

32.10.5 Except as directed by an Arbitrator or as noted below, the grievant(s), the grievant’s Union Representative(s), and their witness(es) shall not be paid by the University for preparation for, travel to or from, or participation in arbitration hearings, but may use leave for such activities. When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay during his/her testimony, if he/she appears during his or her work time; provided the testimony given is relevant and related to his/her job function and involves matters he/she has witnessed. In addition one Union officer
may attend the hearing as a Union Representative without loss of pay if the hearing occurs during his/her regularly-scheduled work time.

32.10.6 Irrespective of the arbitrator’s decision, each party shall pay the compensation and expenses for its own representatives and witnesses, including attorneys’ fees. The parties will share equally the expenses and fees of the arbitrator, including the cost of a hearing room, if neither party is able to obtain a room free of charge and the hearing is conducted in a neutral location. If the arbitration hearing is postponed or cancelled by one party, that party shall bear any and all costs of the postponement or cancellation. The costs of any mutually agreed to postponements or cancellations shall be shared equally by the parties.

32.10.7 Either party may request the presence of a court reporter or transcriptionist at the arbitration whose expenses shall be borne by the party making the request, unless both parties request a transcript, in which case the expenses of the reporter shall be shared equally.

32.11 No Retaliation. Employees shall not be retaliated against as a result of participating in grievances filed under this Article.

32.12 Employees may challenge practices or actions that they allege violate the provisions of Article 8 through the University’s Office of Equal Opportunity and/or using those remedies available through the grievance procedure and/or applicable law, including Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum.
ARTICLE 33 – JOB CONTRACTING

33.1 Contracting for Services. The University may contract for services historically performed by bargaining unit employees only as permitted by RCW 41.06.142 and WAC 236-51 or as otherwise authorized by applicable law after providing notice to the Union and an opportunity to bargain. The Union must make a demand to bargain within fourteen (14) days of the date of notice by the University by written request delivered to the University Labor Officer. The University will not contract out work which results in the layoff of bargaining unit employees during the term of this Agreement without following the provisions of RCW 41.06.142. The decision to shift specific bargaining unit work to an outside contractor, and its impact upon bargaining unit employees, must be negotiated with the Union prior to implementation of the procedures set forth in RCW 41.06.142. The University may contract for work that does not result in a layoff under circumstances such as: emergencies, shortage of resources, deadlines, specialty equipment and/or expertise needed, or work that has been historically and customarily contracted. In the case of emergency or mandated conditions that are outside of the University’s control requiring immediate implementation, the University will notify the Union as soon as possible, and may implement if needed prior to the completion of negotiations.
ARTICLE 34 – TRAINING/DEVELOPMENT AND EDUCATIONAL BENEFITS

34.1 Employee Training/Development Program

34.1.1 Employee Requests for Training. Employees may submit a request for training to their supervisors. Requests will be considered based on operational needs and budget considerations. An employee whose requests for training are denied will be informed of the reason for the denial. If operational needs prevent the employee from participating in training, the employee shall work with the supervisor to find an alternate time period.

34.1.2 Subject to supervisory approval, the University may grant ninety-six (96) hours of paid release time per fiscal year for training purposes. Eligible part-time employees may use hours of release time pro-rated according to their FTE.

34.1.3 Departments may grant release time for: in-service programs offered through the University, e.g. Human Resource Services, Environmental Health and Safety, Information Technology Services; and time spent in training programs offered through a reputable non-University organization if the training promotes professional or job skill development.

34.1.4 Prior to approving more than sixteen (16) hours of release time, a supervisor may ask the employee to submit a training plan outlining his or her development goals.

34.2 Subject to supervisory approval, the University may allow employees covered by this Agreement to participate in University career counseling and assistance programs on work time and on the same basis as all other University employees.

34.3 Approved Training Time and Expenses. Time spent in University assigned training shall be considered work time. Hours spent attending training outside of regular work hours are not included as part of the employee’s annual release time total. The University does not reimburse such training hours as extra compensation unless the training is required or directed by the supervisor. Travel or other expenses incurred as a result of University assigned training will be reimbursed in accordance with guidelines established by the state Office of Financial Management.

34.4 Tuition Fee Waiver Program. The University recognizes the value of education in the professional and/or personal development of employees. To encourage employees who wish to enhance their careers or personal opportunities through education, employees who have completed their probationary period are eligible to participate in the University’s tuition fee waiver program, as provided in RCW 28B.15.558, on the same basis as the program is provided for all other University employees.
ARTICLE 35 – LEGAL DEFENSE

35.1 As a consequence of performing official University duties, an individual University officer or employee may be named as a defendant in a lawsuit. If that occurs, the officer or employee may request legal defense by the Attorney General's Office (AGO) in accordance with RCW 4.92.
ARTICLE 36 – LICENSURE AND CERTIFICATION

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

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

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

36.2 Employees may request and supervisors may authorize payment of the cost of maintaining a license or certification identified as a preferred qualification for their position. An employee will report any loss of license(s) or certification(s) required to perform the employee’s duties, to the employee’s supervisor not later than the first work day following the loss or as soon as is practical.
ARTICLE 37 – AUTHORIZED PER DIEM AND MILEAGE

37.1 Reimbursement for Per Diem. Employees required to travel in order to perform official duties shall be reimbursed per diem expenses and mileage on the same basis as all other employees and in accordance with state law and regulations.
ARTICLE 38 – PARKING AND TRANSPORTATION

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

38.2 **WSU Pullman.** The University will provide parking programs for all employees covered by this Agreement on the same basis these programs are provided for all other University employees.
ARTICLE 39 – EMPLOYEE ASSISTANCE PROGRAM

39.1 Employee Assistance Program (EAP). The University will offer an Employee Assistance Program for all employees covered by this Agreement. The program will provide short term counseling, assistance in clarifying relevant issues, and referrals to appropriate external resources without charge in accordance with BPPM 60.86. This program will be available to any employee covered by this Agreement and his or her immediate family as defined by the Department of Personnel Employee Assistance Program. Employees can request adjustments in schedule to allow for access to the services of the EAP.
ARTICLE 40 – UNIFORMS AND EQUIPMENT

40.1 Cost of Uniform or Safety Equipment. The University will determine standards of dress for the position or duties required. However, the University recognizes that standards of dress in the workplace constitute a mandatory subject for collective bargaining, and the standards that existed on the date of certification of the bargaining unit will constitute the status quo until such time as other standards are negotiated. Any uniform or safety equipment required by the University, OSHA, WISHA, L&I or other regulatory authority will be provided, at no cost to the employee.

40.2 Cost of Tools or Equipment. The University will determine the tools and equipment necessary to perform the duties of the position. The University shall provide employees, at no cost, all tools and equipment required to perform their duties. Employees may, upon prior approval by their supervisor, use personal tools in the performance of their work.

40.3 Employees may be responsible for University property that is stolen, lost, misused, abused, or damaged when, after a good faith investigation there is a finding of a negligent or deliberate failure to act by the employee. The finding and the process leading to the finding may be reviewed through the grievance procedure. If University tools, equipment, materials, or supplies are stolen, lost, misused, abused, or damaged through no fault of the employee, the employee will not be held accountable.
ARTICLE 41 – SAFETY STANDARDS

41.1 Working Conditions. The University and the Union employees share responsibility for workplace safety.

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

41.3 Employees will comply with all safety standards and practices established by the University, including rules requiring that employees wear and/or use safety devices, personal protective equipment and apparel. The University will provide employees with required safety devices, personal protective equipment and apparel.

41.4 Employees should report damaged or missing safety equipment or other potentially unsafe practices or conditions to their supervisor as soon as reasonably possible.

41.5 Job Assessment. Employees may request through their supervisors an assessment of their position and/or work station to address ergonomic and other safety issues. Such assessments will be conducted by the University’s Environmental Health and Safety staff or other appropriate personnel. Recommendations for alterations to an assessed job or work station will be shared with the affected employee and his or her supervisor.

41.6 Facilities. Adequate washrooms and toilet facilities shall be provided and available for use of employees. These facilities are not to be used for any other purpose (storage, office space, etc.) which would render them inadequate.

41.7 Unsafe Assignments. The University will not require, nor shall an employee work in, an unsafe environment. An employee who is given an assignment that he or she reasonably believes will be unsafe shall immediately notify his/her supervisor. Such environments will be promptly reported and duly investigated.

41.8 Hazardous Materials. Employees whose job includes the handling of hazardous materials shall be responsible for following all governmental regulations and University policies regarding such materials. The University shall provide employees with appropriate training regarding hazardous materials used in the employee’s work.

41.9 Unsafe Work Areas. In the event the University determines that an employee’s work area is unsafe, or that the employee is being/has been exposed to hazardous levels of fumes or chemicals, the University will notify the employee as soon as possible of the potential danger or exposure, and will take the actions appropriate to remedy the unsafe condition.

41.10 Smoking Policy. The University and Employees follow SPPM 6.10.

41.11 Wellness Activities. Subject to operational requirements, supervisors may adjust employee work schedules to facilitate non-work time participation in approved University wellness programs.
41.12 **Safety Committees.** Employees will participate in the University-wide safety committee structure. An official Union Representative will serve on the Presidential Health and Safety Committee. An Employee will participate in department and other appropriate unit level safety committees. Employees will elect their own representative. The Union will notify the University of the selected official Union Representative. Attendance at safety committee meetings will be considered time worked.

41.13 **Departmental Safety Meetings.** Departmental safety meetings will be at minimum scheduled on a quarterly basis, in order that employees may be updated on evolving safety issues, including, but not limited to, changes in laboratory procedure and hazardous material utilization in or about the workspace to which employees are assigned.

41.14 **Emergency Procedures.** The University will provide safety procedures information to employees. Information will include emergency personnel and other non-emergency contact information.

41.15 **Work Assignments.** The University will review work assignments with employees.

41.15.1 If an employee has a concern or question with their work assignment, they will document their concerns or questions about the accuracy of the work assignment/audit, and provide that information/input to their supervisor who will:

   (a) Review and, if necessary, update software data points and/or;

   (b) Job shadow to ensure data input for tasks assigned are appropriate, and/or;

   (c) Review time frame or sequences in which tasks are performed;

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

41.16 In the event a supervisor determines an assignment is beyond the abilities or capacity of unit personnel, employees will be provided the resources to accomplish this assignment. The University may utilize the assistance of individuals outside of the bargaining unit in conjunction with staff of the bargaining unit to assist.
ARTICLE 42 – DRUG AND ALCOHOL FREE WORKPLACE

42.1 Fitness for duty: All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs.

42.2 Possession or Use of Alcohol and Illegal Drugs: In accordance with the requirements of the Federal Drug-Free Schools and Communities Act Amendments of 1989, and the Drug-Free Workplace Act of 1988, employees are strictly prohibited from the unlawful possession, use, distribution, or manufacture of alcohol or controlled substances that are illegal under federal, state, or local law, on University owned or controlled property or during University-sponsored activities, except for when authorized by the University.

42.3 Prescription and Over-the-Counter Medications: Employees taking physician-prescribed or over-the-counter medications, including medical marijuana, if there is a substantial likelihood that such medication will affect job safety, must notify Human Resource Services of the fact that they are taking a medication and the side effects of the medication before performing any potentially impacted duties.
ARTICLE 43 – BENEFITS

43.1 University Contributions to Premiums. Health care premium dollars are negotiated separately. A copy of the agreement between the union “super coalition” and the Governor regarding health benefits is attached to this agreement as Appendix B, and is hereby incorporated by reference as if fully set forth herein.

43.2 Eligibility for PEBB Benefits is established in accordance with WAC 182-12-114.
ARTICLE 44 – VEBA

44.1 The University will provide a post-retirement Voluntary Employees’ Beneficiary Association-Medical Expense Plan (“VEBA”) during the term of this Agreement that provides for reimbursement of medical expenses to eligible individuals. The decision to participate in the VEBA is decided by a simple majority vote of each employee group and is binding each succeeding year until a request for a new vote is submitted. Eligibility to vote, and procedures for voting to determine participation in VEBA, will be determined according to the University’s VEBA Procedures.
ARTICLE 45 – COMPENSATION

45.1 Effective July 1, 2017, all salary steps and ranges for classified employees covered by this Agreement will be increased by two percent (2%).

45.2 Effective July 1, 2018 all salary steps and ranges for classified employees covered by this Agreement will be increased by one percent (1%).

45.3 Should the General Service Salary Schedule yield a higher salary increase than what is reflected in Articles 45.1 and 45.2, the University will follow the General Service Salary Schedule in effect July 1, 2017 through June 30, 2019.

45.4 Should salary ranges assigned to job classifications for non-represented employees adjust upwards as set by the Office of Financial Management Human Resources, the job classification covered by this Agreement will adjust equally.

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

45.6 Employees will receive periodic increases as follows:

45.6.1 Employees who are hired at the minimum step of the salary range will receive a two (2) step increase to base salary following completion of six (6) months of service, and an additional two (2) step increase annually thereafter, until they reach Step L.

45.6.2 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 Step L.

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

45.6.4 Employees who have been at Step L for six (6) consecutive years or more in the same salary range will progress to Step M.

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

45.8 Employees who do not successfully complete a trial service period and revert to the class in which the employee most recently held a position, or move to a classification in the same series with a lower salary range, will receive the base salary they received prior to their promotion, not to exceed the salary range maximum.

45.9 Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment.
45.10 **Promotion.** Employees who are promoted to a higher classification shall be paid at the salary step which represents at least a two (2) step increase over the salary received immediately prior to the promotion, up to Step M. The Chief Human Resources Officer may authorize more than a two (2) step increase. All promotional increases must be within the salary range for the class.

45.11 **Reallocation**

45.11.1 Reallocation to a classification with a higher salary range maximum will result in a minimum increase of two steps unless the first step of new range is more than two steps above employee's current salary, in which case employee is placed at first step of the new range. The increase will not exceed Step M. The Appointing Authority may request, to Human Resource Services, the employee’s salary be established at a higher step based on the individuals qualifications and experience.

45.11.2 Reallocation to a classification with an equal salary range maximum will result in the employee retaining his/her previous base salary.

45.11.3 Reallocation to a classification with a lower salary range maximum will result in the employee being placed at the step in the new range that is equivalent to the current salary, unless it exceeds the salary maximum, in which case the employee receives the top step of the new range. If the employee chooses to remain in the position with the lower salary range maximum the employee retains the existing appointment status. Upon request by the employee, the employee will be placed on the University’s layoff list for the classification occupied prior to the reallocation and may elect to undergo the layoff process.

45.12 **Recruitment and Retention.** An Appointing Authority may request to the Chief Human Resource Officer to adjust an employee’s base salary up to Step L within the salary range to address issues that are related to recruitment, retention or other business related reasons, such as equity, alignment, or competitive market conditions.

45.13 **Post Layoff Salary.** If the employee accepts a position at a lower salary range maximum he or she will be paid an amount equal to his/her current salary, provided it is within the salary range of the new position. In those cases where the employee’s current salary exceeds the maximum amount of the salary range for the new position, the employee’s base salary will be set at Step M of the new salary range.

45.14 **Shift Differential.** Employees assigned to a shift in which a majority of time worked falls between 6:00 p.m. and 6:00 a.m. shall be paid an additional sixty-five cents ($0.65) per hour for the entire shift. An employee assigned to a shift that qualifies for shift differential pay shall receive the same shift differential for authorized periods of paid leave, or when assigned to a different shift for less than a full work week.

45.15 **Salary Overpayment.** In the event an employee receives a salary overpayment, the process outlined in RCW 49.48.200 and RCW 49.48.210 (10) will be used to administer the recovery of wages or any associated challenge.
45.16 **Funding.** The University will request full funding from the State for any bargaining units added under the provisions of Article 1.2. All economic items (wages and benefits) must be funded by the State prior to those terms and conditions being implemented.

45.17 **Economic Feasibility.** The parties agree they may re-open negotiations on compensation adjustments dependent upon economic feasibility. Indicators of economic feasibility may include for example, the Director of the Office of Financial Management (OFM) determines implementation of such adjustments is economically feasible and the legislature appropriates funding in accordance with applicable law; if a State initiative or referendum is submitted to the voters and is passed that specifically provides funding for general salary increases for higher education classified employees; or the University provides across the board salary increases to Civil Service staff.

45.17.1 If tentative agreement is achieved, the University will submit a request to the OFM for a finding of financial feasibility and, if such a finding is made, for approval and funding by the Governor and Legislature when necessary. Nothing in the Article obligates either party to agree to any proposal.

45.18 If 45.1 and 45.2 are not funded and the University provides an across-the-board compensation adjustment, not specifically referenced in this Agreement to non-represented civil service staff, upon request from the Union, the parties agree to reopen negotiations limited to the scope of the adjustment.
ARTICLE 46 – TERM AND SEVERABILITY

TERM AND SEVERABILITY

46.1 The term of this agreement shall be July 1, 2017, or as soon thereafter as the document is executed, through June 30, 2019.

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

46.3 Bargaining shall commence for a successor Agreement under RCW 41.80 no later than June 1, 2018, unless mutually agreed upon by the parties.
ARTICLE 47 – AGREEMENT OR AUTHORITY OF AGREEMENT

47.1 This Agreement constitutes the entire agreement between the University and the Union and, except where removed by law, provides for the sole and exclusive wages, hours and working conditions for employees covered under this Agreement. The parties agree that terms and conditions of employment for classified employees which are set forth in WAC 357 as of the date of the execution of this agreement remain in effect, except where they are contradicted by specific provisions of this agreement. In such cases, the terms of this agreement control.

47.2 Except as provided for herein, and agreements reached in accordance with Article 10, or through negotiations arising from demands to bargain, this Agreement terminates and supersedes all prior understandings, rules, regulations, past practices and University work practices.
APPENDIX A - BARGAINING UNIT #16

Bargaining Unit 16 at Washington State University consists of all full-time and regular part-time Custodians 1, and Maintenance Custodians, of the Washington State University Tri-Cities Campus, excluding supervisors, confidential employees and all other employees.

<table>
<thead>
<tr>
<th>Classification Title</th>
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<tr>
<td>Custodian 1</td>
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<tr>
<td>Maintenance Custodian</td>
<td>678H</td>
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APPENDIX B - BARGAINING UNIT 18

Bargaining Unit 18 at Washington State University consists of all full-time and regular part-time non-supervisory employees in Facilities Services, Custodial Services Unit, at the Pullman campus of Washington State University, excluding supervisors, confidential employees and all other employees.

<table>
<thead>
<tr>
<th>Classification Title</th>
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<tr>
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<td>Custodian 3</td>
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<td>Equipment Technician 1</td>
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<tr>
<td>Window Washer</td>
<td>678E</td>
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</table>
APPENDIX C - HEALTH BENEFITS

ARTICLE X

HEALTH CARE BENEFITS AMOUNTS

X.1 A. For the 2015-2017 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected health care premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). The projected health care premium is the weighted average across all plans, across all tiers.

X.2 B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances:

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

Value-based benefits designs will:

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

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

X.3 The PEBB Program shall provide information on the Employer Sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.

X.4 The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.

X.4 Wellness A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.
B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers who register for the Smart Health Program and complete the Well-Being Assessment will be eligible to receive a twenty-five dollar ($25) gift certificate. In addition, eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars ($125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

For the State:

\[Signature\]

[Signature]

For the Coalition of Unions:

\[Signature\]

[Signature]

[Signature]
SIGNATURES

Executed on this day of September 29, 2016 for and on behalf of:

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

By: Paula Jewell, Chapter President
    Public School Employees of Washington
Washington State University bargained with the Washington Federation of State Employees (WFSE) regarding Bargaining Units 2, 12, 13, and 15. Ratification of the collective bargaining agreement (the “Contract”) and final signature is pending ratification on September 30, 2016.

- Bargaining Unit 2 – Service Employee Supervisors on the Pullman Campus
- Bargaining Unit 12 – Dining Services
- Bargaining Unit 13 – Facilities Operations Construction and Maintenance and Utilities Services
- Bargaining Unit 15 – College of Sciences Technical Services (Instrument and Electronic Shops)

FISCAL DETAILS:

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<td>Goods/Services</td>
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<tr>
<td>Equipment</td>
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<td>Total Expenditures</td>
<td>$97,000</td>
<td>$146,000</td>
<td>$146,000</td>
<td>$146,000</td>
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</tbody>
</table>

Collective bargaining agreements at WSU are bargained under RCW 41.80 and as such are negotiated every two years. The fiscal detail above reflects only the impact of the contracts negotiated for the 2017-19 biennium. The fiscal impact of negotiations that will occur for the 2019-21 biennium are indeterminate, as those Contract provisions have yet to be negotiated.

PACKAGE DESCRIPTION:
The following is a summary of the 2016 WSU/WFSE Contract negotiations. This summary highlights the significant areas of the Contract. It is not intended to provide detailed information concerning each article or provision. This decision package is included here to provide a means to request state funding to implement labor agreements.
**DURATION:**
The term of the new contract is July 1, 2017 through June 30, 2019. This corresponds with the State of Washington’s biennial budget, as required by law.

**ECONOMIC ITEMS:**

**Wages**
- Effective July 1, 2017, all salary ranges for classified employees covered by the Contract will be increased by two (2) percent.
- Effective July 1, 2018, all salary ranges for classified employees covered by the Contract will be increased by one (1) percent.
- Should the General Services Salary Schedule (for non-represented employees) yield a higher overall salary schedule/general wage increase for the 2017-2019 Contract term, than what is reflected in Article 24.1.A and 24.1.B (Wages) the University agrees to follow the General Services Salary Schedule.

**Job Classification Range Adjustments**
- Should salary ranges assigned to job classifications for non-represented employees adjust upwards as set by The Office of Financial Management Human Resources, those job classifications covered by the Contract will adjust equally.
- The Electronic Technician 4 job classification will move from range 49G to 50G

**NON-ECONOMIC ITEMS:**

**Leave:** Should WAC 357-31 yield higher Annual, Sick, Shared, or Other Leave benefits, applicable to WSU non-represented civil service employees, than provided for in the Contract, the University will follow the applicable WAC for employees covered by the Contract.

**Contracting:** CBA updated to reflect notification process for Reports of New Design Projects Notices.

**Workplace Behavior:** Ability to file grievances up to Steps Two.

**Student Debt MOU:** Identifies the University will establish Public Service Loan Forgiveness program resources, trainings and/or web resources.
COLLECTIVE BARGAINING AGREEMENT

WASHINGTON STATE UNIVERSITY

AND

WASHINGTON FEDERATION OF STATE EMPLOYEES

EFFECTIVE
JULY 1, 2017 THROUGH JUNE 30, 2019

2017-2019
# TABLE OF CONTENTS

PREAMBLE ......................................................................................................................... 1

DEFINITIONS ......................................................................................................................... 2

ARTICLE 1: SCOPE AND INTERPRETATION ..................................................................... 3
  1.1 Authority of the Contract .............................................................................................. 3
  1.2 Management Rights ...................................................................................................... 3
  1.3 No Strike or Lockout ..................................................................................................... 5
  1.4 Savings Clause ............................................................................................................. 5
  1.5 Revenue/Appropriations ............................................................................................... 5
  1.6 University Policy and Regulation ............................................................................... 5
  1.7 Collective Bargaining – Mandatory Subjects ............................................................... 5
  1.8 Contracting..................................................................................................................... 6

ARTICLE 2: NON-DISCRIMINATION/SEXUAL HARASSMENT/COERCION AND
INTIMIDATION ...................................................................................................................... 8
  2.1 Non-Discrimination and Sexual Harassment ................................................................. 8
  2.2 Coercion and Intimidation ........................................................................................... 9

ARTICLE 3: WORKPLACE BEHAVIOR ............................................................................. 10

ARTICLE 4: EMPLOYEE RIGHTS AND RESPONSIBILITIES ......................................... 11
  4.1 General Rights and Responsibilities ........................................................................... 11
  4.2 Drug and Alcohol Free Workplace ............................................................................ 13
  4.3 Health and Safety ....................................................................................................... 15
  4.4 Polygraph Testing ....................................................................................................... 17

ARTICLE 5: UNION RIGHTS AND RESPONSIBILITIES ................................................. 18
  5.1 Union Recognition ..................................................................................................... 18
  5.2 Employee Status Reports ........................................................................................... 18
  5.3 Union Security/Union Dues Deductions .................................................................... 18
  5.4 Union Representatives ............................................................................................... 22
  5.5 Union Use of University’s Facilities and Equipment ................................................ 24
  5.6 Time Off for Union Activities .................................................................................... 25

ARTICLE 6: HOURS OF WORK, WORK SCHEDULES, AND OVERTIME ......................... 25
  6.1 Hours of Work/Work Schedules ................................................................................ 26
  6.2 Overtime ..................................................................................................................... 30
  6.3 Compensatory Time ................................................................................................... 31
  6.4 Meal Periods and Rest Breaks ................................................................................... 32
  6.5 Travel, Meals and Expenses ...................................................................................... 32
21.9 Disability Leave .................................................................90

ARTICLE 22: REASONABLE ACCOMMODATION ........................................91

ARTICLE 23: EMPLOYEE DEVELOPMENT ..................................................94

ARTICLE 24: COMPENSATION .............................................................96
  24.1 Wage Scales ....................................................................................96
  24.2 Salary Movement ...........................................................................96
  24.3 Premium Pay ..................................................................................98
  24.4 Funding ..........................................................................................99
  24.5 Relocation Compensation ..............................................................99
  24.6 Salary Overpayment .....................................................................99

ARTICLE 25: UNIVERSITY COMMITTEES ..................................................100

ARTICLE 26: PARKING .............................................................................101

ARTICLE 27: UNIVERSITY CLOSURES/INCLEMENT WEATHER .................103

ARTICLE 28: UNION/MANAGEMENT MEETINGS .....................................104
  28.1 Scope of Authority .........................................................................104
  28.2 University Union/Management Council .........................................104
  28.3 Availability of Parties .....................................................................105

ARTICLE 29: GRIEVANCE AND ARBITRATION .......................................107
  29.1 Grievance Definition .....................................................................107
  29.2 Employee Grievance Rights/Union Representation .......................108
  29.3 Grievance Timeframes ..................................................................108
  29.4 Grievance Files .............................................................................109
  29.5 Electronic/Recording Devices .......................................................109
  29.6 Resolution .....................................................................................109
  29.7 Resubmission ................................................................................109
  29.8 Withdrawal ....................................................................................109
  29.9 Consolidation ................................................................................109
  29.10 Bypass ..........................................................................................110
  29.11 Probationary Employees ..............................................................110
  29.12 Employee Grievance Procedures .................................................110

ARTICLE 30: TERM OF AGREEMENT .......................................................113

APPENDIX A: BPPM 60.14 NEPOTISM .....................................................114

APPENDIX B: WAC 296-128-035 PAYMENT INTERVAL ..........................119

APPENDIX C: HEALTH CARE BENEFITS AMOUNTS ..............................121
PREAMBLE

It is the intent of the parties to effectuate the purposes of Chapter 41.80 of the Revised Code of Washington (RCW) for formalizing the agreements reached between the Board of Regents of Washington State University (the “University” or “Employer”), and the Washington Federation of State Employee, AFSCME Council 28, AFL-CIO (the “Union” or “WFSE”), and the setting of them forth in this Collective Bargaining Agreement (the “Agreement”)
DEFINITIONS

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

Agreement – This collective bargaining agreement between the Union and the University
Day(s) – Unless otherwise specified in this Agreement, day(s) shall be calendar day(s).
Domestic Partner – A person who is neither married nor related by blood to the employee, is the employee’s sole domestic partner, lives together with the employee in the same residence and intends to do so indefinitely, who along with the Employee are at least 18 years of age and at least one of the persons is sixty-two years of age or older and is responsible with the employee for the other’s welfare in accordance with RCW 26.60.030.
Employee – An individual employed by the University working in a job classification covered by this Agreement that has been certified by the Washington Personnel Resources Board (WPRB), its predecessors, and/or the Public Employment Relations Commission (PERC).
Full-time Employees – Employees who are scheduled to work forty (40) hours per workweek.
Less than full-time Employees – Employees who are scheduled to work less than forty (40) hours per workweek.
Employee records – Files/records maintained with respect to an employee such as personnel, payroll and leave actions, benefits and medical, performance, training, grievances, licensing, permit and certification, or employment applications.
Family member – Individuals considered to be members of the family are mother, father, sister, brother, mother-in-law, father-in-law, spouse/domestic partner, grandparent, grandchild, son, daughter, stepchild, a child in the custody of and residing in the home of an employee.
Union/WFSE – Washington Federation of State Employees, AFSCME Council 28, AFL-CIO
University/Employer – Washington State University
RCW – Revised Code of Washington
WAC – Washington Administrative Code
WFSE representative – Employee of the Washington Federation of State Employees, AFSCME Council 28, AFL-CIO
ARTICLE 1
SCOPE AND INTERPRETATION

1.1 AUTHORITY OF THE CONTRACT
A. This Agreement constitutes the entire agreement between the University and the Union and, except where removed by law, provides for the sole and exclusive wages, hours and working conditions for employees covered under this Agreement. All prior understandings, past practices, University work practices and past agreements between the parties prior to July 1, 2009 whether written or oral—are null and void, unless specifically preserved in this Agreement.
B. This Agreement, by its provisions, preempts all subjects addressed, in whole or in part, in WAC 357.
C. During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union’s or University’s collective bargaining rights with respect to matters that are mandatory subjects not referred to or covered by this Agreement.
D. Except as provided for herein, and agreements reached in accordance with Article 28, or through negotiations arising from demands to bargain, this Agreement terminates and supersedes all prior understandings, rules, regulations, past practices and University work practices.

1.2 MANAGEMENT RIGHTS
Except as modified by the terms of this Agreement, the University shall retain rights related to management in the direction of its employees, operations, resources, facilities, services and programs. All statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the University, including, but not limited to, these rights, in accordance with the University’s sole and exclusive judgment and discretion:
A. the functions and programs of the University;
B. the use of technology;
C. the structure of the University’s organization;
D. the University’s budget and the size of the University’s work force, including determining the financial basis for layoffs;
E. the right to direct and supervise employees;
F. the right to schedule and assign work;
G. the right to assign overtime;
H. the right to establish work and productivity standards;
I. the right to take whatever actions are deemed necessary to carry out the mission of the University during emergencies;
J. employee benefits;
K. to take actions necessary to maintain the cost effectiveness and efficiency of University operations;
L. to reprimand, suspend, discharge, or otherwise discipline employees;
M. to hire employees, determine their qualifications, and assign and direct their work;
N. to promote, demote, transfer, layoff recall to work, and rehire employees;
O. to determine the services to be rendered;
P. to determine the personnel, methods, means, and facilities by which operations are conducted;
Q. to determine the amount and forms of compensation for employees;
R. to set the starting and quitting time, and the number of hours and schedules to be worked;
S. to expand, reduce, alter, organize, reorganize, combine, transfer assign, or cease any job, department, operation, or service;
T. to enter into agreement(s) with other governmental entities;
U. to control and regulate the use of machinery, facilities, equipment, production, service, distribution, and maintenance methods, materials, machinery, and equipment;
V. to determine the number, location and operation of departments, divisions, and all other units of the University;
W. to issue, amend, and revise University and departmental policies, rules, regulations,
and practices; and
X. to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the University.

1.3 NO STRIKE OR LOCKOUT
A. Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform his or her assigned duties.
B. Nothing in this Agreement permits or grants the University the right to lockout employees.

1.4 SAVINGS CLAUSE
This Agreement is subject to the law as it currently exists or is hereafter amended. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision will become invalid and unenforceable, but such invalidity or unenforceability will not impair or affect any other term or provision of this Agreement. The Parties will meet as soon as practicable to negotiate the effects of any term or provision of this Agreement that is adjudged to be in conflict with the law.

1.5 REVENUE/APPROPRIATIONS
Should the University request, but not receive anticipated appropriations or revenues, those portion(s) of the Agreement that are contingent upon financial resources will be opened for renegotiation.

1.6 UNIVERSITY POLICY AND REGULATION
Unless superseded by a specific provision of this Agreement the University’s Policies, Rules, Regulations and Procedures, as currently written or as amended, will apply to all employees. The University will notify the Union when a Business Policies and Procedures Manual (BPPM) revision, which identifies newly created and changes to existing Business Policies and Procedures, is posted to the website. The WFSE Representative is responsible to review for identifiable impacts related to mandatory subjects of bargaining not covered by the Contract.

1.7 COLLECTIVE BARGAINING - MANDATORY SUBJECTS
Where required by law, and where there has been no waiver of bargaining requirement, the University will satisfy its collective bargaining obligation before changing a matter not
referred to or covered by this Agreement. The University will notify the Union of these changes, and the Union may request discussions about and/or negotiations on the impact of these changes on Employee's working conditions. In the event the Union does not request discussions and/or negotiations within fourteen (14) calendar days of receipt of the notice, the University may implement the changes without further discussions and/or negotiations. Upon completion of good faith discussions about and/or negotiations but no later than forty five (45) calendar days following request to bargain from the Union, the University may implement its proposal. There may be emergency or mandated conditions that are outside of the University’s control requiring immediate implementation, in which case the University will notify the Union as soon as possible, and may implement if needed prior to the completion of negotiations.

If the Union does not withdraw the demand to bargain, the parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities.

1.8 **CONTRACTING**

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

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

1. Project number
2. Project work name
3. Project manager
4. Funding source
5. Method of construction
6. Estimated construction and estimated total project cost
7. Detailed description of the work, and if to be bid the estimated bid timeframe and general reasons why the University is considering submitting the project to public bid.
The parties agree that posting such notice for the general viewing by WSU employees does not satisfy the notification requirements of RCW 41.06.142 (4)(a) when positions or work customarily and historically performed by classified employees would be displaced by contract.

B. Management agrees to designate an individual(s) to be available to answer questions related to any such projects and to address any concerns or questions raised by WFSE representatives. The WFSE will designate an individual(s) as primary contact to represent questions or concerns related to projects identified in the “Report of New Design Projects”.

C. Management will continue to provide the WFSE with notification of “New Design Projects” and, pursuant to Article 1.7, will satisfy its obligation to bargain.

D. Available project plans and specifications will be made accessible by the aforementioned management designee upon request and with reasonable advance notice by the WFSE representative.
ARTICLE 2
NON-DISCRIMINATION/SEXUAL HARASSMENT/COERCION AND INTIMIDATION

2.1 NON-DISCRIMINATION AND SEXUAL HARASSMENT

A. **Nondiscrimination:** Neither the University nor the Union will discriminate against any employee covered under this Agreement in a manner precluded by law.
   1. Upon request by the Union, the University will furnish a copy of the University’s affirmative action plan, performance report, and affirmative action information.
   2. The University will provide a work environment free from discrimination due to Union activities and beliefs.

B. **Sexual Harassment:** Sexual harassment is a form of unlawful sex discrimination and is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, 2) submission to or rejection of such conduct is used as the basis for employment decisions, or 3) such conduct has the purpose or effect of unreasonable interfering with an individual’s work or performance or creating an intimidating, hostile or offensive environment.
   1. The University and the Union agree that sexual harassment will not be tolerated.
   2. When the University becomes aware of incidents of sexual harassment, the University will take steps to terminate the harassment.
   3. The University will maintain and enforce procedures to deal with allegations of sexual harassment.

C. **Complaints:** Nothing herein will interfere with an employee’s right to file a grievance under Article 29, Grievance and Arbitration or pursue a discrimination or sexual harassment complaint before the Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum. No employee will be penalized or retaliated against in any way by any member of the University community for initiation or participation in a complaint procedure.
2.2 COERCION AND INTIMIDATION

The University and the Union agree that there will be no coercion or intimidation regarding the right of employees working in positions covered by this Agreement to become or not become members of the Union.
ARTICLE 3
WORKPLACE BEHAVIOR

3.1 The University, the Union and employees covered by this Agreement agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace by or against employees, students, or members of the public does not promote the University’s mission, employee wellbeing, or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.

3.2 Inappropriate workplace behavior by or against employees, students, or members of the public will not be tolerated. If an employee and/or the employee’s Union representative believes the employee has been subjected to inappropriate workplace behavior, the employee and/or the employee’s Union representative is encouraged to report this behavior to the employee’s supervisor, a manager in the employee’s chain of command or Human Resource Services, or file a grievance in accordance with Article 29. The complaint or grievance is to be identified as an inappropriate workplace behavior concern and contain the specific date, time and information upon which the complaint is based. If the employee and/or employee’s Union representative submits a complaint in writing, the University will investigate the reported behavior and take appropriate action as necessary. The employee and/or Union representative will be notified in writing upon conclusion of the University’s review or investigation.

3.3 Grievances related to this Article will be limited to Steps One (1) and Two (2) of the grievance procedure.
ARTICLE 4
EMPLOYEE RIGHTS AND RESPONSIBILITIES

4.1 GENERAL RIGHTS AND RESPONSIBILITIES

A. The University will provide a fair and equitable working environment with equality of opportunity, consideration and treatment for all employees.

B. An employee will not knowingly perform or be required to perform any work in violation of any federal, state, or local laws.

C. Employees may engage in off-duty employment that does not interfere with the performance of or conflict with his/her assigned duties. Outside employment activities will not be performed during an employee’s work time.

D. No personnel or equipment, facilities, supplies, or services owned or provided by the University will be used in conjunction with outside employment.

E. An employee must notify his/her supervisor as soon as the employee becomes aware of any condition that affects his/her ability to perform assigned duties.

F. Employees may be responsible for University property that is stolen, lost, misused, abused, or damaged when there is evidence of a negligent or deliberate act/failure to act by the employee. This will include University issued credit cards or any other procurement authority. If University tools, equipment, materials, or supplies are stolen, lost, misused, abused, or damaged through no fault of the employee, the employee will not be held accountable.

G. The University will consider requests for reimbursement or replacement for an employee’s personal property which is damaged by accidents or incidents beyond the control of the employees while said personal property is being used in the performance of his/her duties.

H. Employees may, upon prior approval by their supervisor, use personal tools in the performance of their work. All approved tools will be jointly inventoried and inspected by the employee and supervisor prior to being used. Employees are responsible for personal tools used for work assignments. Upon completion of work assignments or at the end of the work day, the employee’s personal tools are to be either secured or removed from the premises by the individual in such a manner
as to ensure their safekeeping. The University will reimburse or replace an employee’s personal tools that have been approved and inventoried which are lost, damaged by accidents or other incidents beyond the control of the employee while being used in the performance of their duties. Determination of whether the incident was beyond the control of the employee will be made by the employee’s supervisor/manager.

I. The University will determine standards of dress for the position or duties required. Uniforms, when required by the University, will be furnished, laundered/cleaned, and maintained by the University at no cost to the employee.

J. Where uniforms are required by the University two (2) bargaining unit members may participate in the uniform selection process. The selection process will consider a range of criteria including but not limited to, safety, durability, practicality, comfort, and cost.

K. Prior to an employee’s last day of work, the employee will return all University property (for example, tools, equipment, clothing, keys).

L. Employees will not use University resources or facilities for non-work related purposes. This does not preclude use of the telephone, fax, and e-mail for representational activities or de minimis personal use if the communication is brief in duration and it does not disrupt or distract from University business. Nor does this preclude the use of University facilities on the same terms and conditions available to other University employees, private organizations or citizens.

M. The University will provide access to a University Network ID and password for each employee for the purpose of accessing university business related information such as the employee’s payroll and personnel data, e-mail and University communications.

N. The University may provide a cell phone for use by employees for official business when official business cannot be accommodated by the use of a land line telephone, pager, or radio, as determined by the supervisor/manager. The University shall not require or coerce an employee to use their own personal cell phone for official University business.

O. No deductions will be made from an employee’s paycheck without an appropriate
court order, authorization allowed by law, or written permission from the employee.

P. The University, the Union, and employees covered by this Agreement are committed to maintaining an environment that is free from all acts or threats of violence perpetrated by or against employees, students, or members of the public.

1. While on University property or while conducting University business at other locations, individuals are prohibited from subjecting other individuals to any violence or threat of violence.

2. Violent action on University property or facilities, or while on University business, will not be tolerated or ignored. Individuals who engage in violent or threatening behavior may be:
   a. Removed from the premises;
   b. Subject to disciplinary action, up to and including dismissal or expulsion; and/or
   c. Subject to arrest and criminal prosecution.

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

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

R. When employee records are the subject of a public disclosure request under RCW 42.56, the University will notify the employee of the request at least seven (7) days in advance of the intended release date. On the employee’s request, the University will provide a copy of the public disclosure request.

S. Employment of Relatives and Family Members: Employment of relatives and family members will be managed in accordance with BPPM 60.14 Nepotism. BPPM 60.14 is an appendix to this Agreement.

4.2 DRUG AND ALCOHOL FREE WORKPLACE

Fitness for duty: All employees must report to work in a condition fit to perform their
assigned duties unimpaired by alcohol or drugs.

A. **Possession or Use of Alcohol and Illegal Drugs:** In accordance with the requirements of the Federal Drug-Free Schools and Communities Act Amendments of 1989, and the Drug-Free Workplace Act of 1988, employees are strictly prohibited from the unlawful possession, use, distribution, or manufacture of alcohol or controlled substances that are illegal under federal, state, or local law, on University owned or controlled property or during University-sponsored activities, except for when authorized by the University.

B. **Prescription and Over-the-Counter Medications:** Employees taking physician-prescribed or over-the-counter medications, including medical marijuana, if there is a substantial likelihood that such medication will affect job safety, must notify Human Resource Services of the fact that they are taking a medication and the side effects of the medication before performing any potentially impacted duties.

C. **Drug and Alcohol Testing - Commercial Driver’s License:** The University and the Union recognize that the University is required to perform drug and alcohol testing for employees who hold a Commercial Driver’s License (CDL) as a requirement of their employment with the University.

D. **Drug and Alcohol Testing - Post Accident:** Employees covered by this Agreement will be subject to post accident drug and alcohol testing if other University employees are subject to post accident testing. Prior to enacting post accident testing for employees covered by the Agreement, the University will discuss the process and implementation, through Union/Management meetings, or other mutually agreed to methods. The parties may develop a MOU to address how the process will impact employees.

E. **Testing**

1. When an employee must submit to drug or alcohol testing when required by the University per 4.2.C or 4.2.D, arrangements will be made for the collection of a sample. A refusal to test is considered the same as a positive test. The cost of all testing, including the employee’s salary, will be paid by the University. Testing will be conducted in such a way to
ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. University employees will not be utilized to conduct the testing. All employees notified of a positive controlled substance or alcohol test result may request an independent test of their split sample at the University’s expense.

2. An employee testing positive, or using illegal drugs or alcohol on the job, will on the first occurrence, receive a mandatory referral to the University’s Employee Assistance Program. Within ten (10) working days the employee must provide proof to Human Resource Services of having undergone assessment screening for substance abuse. On a monthly basis, the employee must furnish Human Resource Services with proof of his/her continuing participation in the recommended treatment until completed.

F. **Self-Reporting and Treatment:** An employee self-reporting substance abuse or requesting University assistance for substance abuse will be immediately referred to the University’s Employee Assistance Program. Within ten (10) working days the employee must provide proof to Human Resource Services of having undergone assessment screening for substance abuse. On a monthly basis, the employee must furnish Human Resource Services with proof of his/her continuing participation in the recommended treatment until completed.

G. Should federal or state law either change or impose new requirements for drug and/or alcohol testing for employees covered by this Agreement, the University agrees that it will negotiate the impact with the Union.

H. If appropriate, the University may sanction the employee in accordance with Article 10.

### 4.3 HEALTH AND SAFETY

A. Employees, the University, and the Union have a shared responsibility for workplace safety and will endeavor to maintain safe and healthful working conditions.

B. The employee will comply with all safety practices and standards established by
the University including wearing and/or using provided safety devices, personal protective equipment and apparel.

C. **Safety Committees:** Employees will participate in the University-wide safety committee structure. An official Union representative will serve on the Presidential Health and Safety Committee. Employees will participate in department and other appropriate unit level safety committees in accordance with this Article.

1. Employees will elect their own representatives to one-year terms. The number of employee-elected members must equal or exceed the number of employer-selected members.

2. The committee will meet regularly but not less than every two (2) months. The meetings will be for one (1) hour or less, unless extended by a majority vote of the committee.

3. Committees will cover the following topics: review safety and health inspection reports to help correct safety hazards; evaluate the accident investigations conducted since the last meeting to determine if the cause(s) of the unsafe situation was identified and corrected; evaluate the workplace accident and illness prevention program and discuss recommendations for improvement, if needed; bring forward safety items of concern; document attendance; write down subjects discussed; prepare minutes and preserve them for one year.

4. Approved committee minutes will be posted on designated safety bulletin boards.

5. Attendance at safety committee meetings will be considered time worked.

D. **Safety Meetings:** As determined necessary by the University, employees will participate in a safety meeting. There will be at least one University safety representative or an employee representative from the safety committee in attendance.

1. Safety meetings will be utilized to communicate safety related information, provide training, to discuss issues relating to the campus-wide safety program; review safety and health inspection reports to help correct safety hazards; evaluate the accident investigations conducted since the last
meeting to determine if the cause(s) of the unsafe situation was identified and corrected; evaluate the workplace accident and illness prevention program and discuss recommendations for improvement, if needed; bring forward safety items of concern; document attendance; and write down subjects discussed.

2. Attendance at safety meetings will be considered time worked.

E. Special clothing or equipment meeting American National Standards Institute (ANSI) standards will be provided by the University when Washington Industrial Safety and Health Act (WISHA) standards require such. Throughout the term of this Agreement, the University will continue to provide prescription safety glasses and protective footwear in the same manner as currently provided.

F. The University will not require nor will an employee work in an unsafe environment. Such environments will be promptly reported and duly investigated.

G. Nothing in this Agreement will interfere with the University’s ability to act immediately to resolve a known hazard or impending danger to its employees.

4.4 POLYGRAPH TESTING

The University will not utilize any polygraph examinations and/or their results in any personnel action.
ARTICLE 5
UNION RIGHTS AND RESPONSIBILITIES

5.1 UNION RECOGNITION
A. The University recognizes the Washington Federation of State Employees as the exclusive collective bargaining agent for employees in bargaining units as certified by the appropriate state agency.
B. The provisions of this Agreement will apply to employees in bargaining units for which the Union may be certified as the exclusive representative during the term of this Agreement.

5.2 EMPLOYEE STATUS REPORTS
A. Monthly the University will provide the following information, as available, on all active employees in bargaining unit(s) represented by the Union:
   Name; WSU ID Number; birth date; gender; home address and/or mailing address; agency code; department code; work location; University mail code; work telephone number; work county code; employment status; percent of full-time work; classification code and title; base wage; wage range; wage step; continuous hire date; original hire date; appointment change date; bargaining-unit number; and position number.
B. On a monthly basis, the University will provide to the Union the following information as available: a listing of all bargaining unit employees recently hired and employees in bargaining units who transfer, promote, demote, resign, or are terminated from the University and all position vacancies covered by this Agreement.
C. The above information will be transmitted to the Union at its official headquarters via electronic format(s) mutually agreed to by the parties.

5.3 UNION SECURITY/UNION DUES DEDUCTIONS
A. The parties agree that all employees covered by this Agreement must, as a condition of their employment, become members of the Union and pay membership dues, or pay an agency shop fee, a representation fee, or a non-association fee. This condition will pertain to all current and future employees. A representation fee or
a non-association fee may be paid in lieu of membership dues or agency shop fee after the Union processes such request and notifies the University.

B. The vacancy notice for a position covered within a bargaining unit will advise applicants that the position is included in a bargaining unit. Prior to appointment into positions included in the bargaining unit(s), the University will inform all employees, including new, layoff, transferred, promoted, or demoted employees, of the Union’s exclusive recognition and the provisions of this Article.

C. At the time of hire into a position within a bargaining unit, the University will provide each employee a printed copy of this Agreement and a payroll-deduction form and will inform the employee of his/her obligations under this Article and the effects of a failure to meet those obligations. The University will also provide a copy of an information sheet containing pertinent collective bargaining agreement and contact information. The University will inform employees in writing when they leave a position in the bargaining unit.

D. Upon final ratification and approval of this Agreement by both Parties, the Union will provide sufficient copies for the University’s distribution of the Agreement to all supervisors and managers of bargaining unit employees. The University will post the Agreement on the Human Resource Services, Labor Relations website. The University shall distribute the Agreement to all current and new bargaining unit members. The Union shall provide the University sufficient copies of the Agreement and payroll-deduction forms to fulfill its obligations in accordance with this Section and Section C above.

E. An employee who has previously authorized payroll deduction of membership dues or fees will continue to have such deduction made and will not be required to reauthorize such deduction.

F. The University agrees to deduct the dues or fees from the salary of employees who individually request such deductions in writing. Such request will be made on the Union’s payroll-deduction-authorization form.

G. Employees who are not members of the Union will pay to the Union an agency shop fee, a representation fee, or a non-association fee established in accordance with RCW 41.80.100(1)(2).
H. The University, after receipt of a payroll deduction form, will deduct the fees from the salary of all employees who are not members of the Union, beginning with the first pay period after the effective date of this Agreement. Following receipt of a payroll deduction form, similar deductions will be made from the salaries of new employees who do not become members of the Union, beginning with the first pay period following thirty (30) days after their date of hire.

I. Within thirty (30) days after the effective date of this contract, the Union will provide the University with the amounts for membership dues, agency shop fees, representation fees, and non-association fees.

J. The Union will provide the University thirty (30) days advance notice of a change in the amount of dues or fees.

K. An employee who asserts a right of non-association, based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member, will, as a condition of employment, make payments to the Union that are equal to its membership dues, less monthly union insurance premiums, if any. These payments will be used for purposes within the program of the Union that are in harmony with the employee’s conscience. The employee will not be a member of the Union, but is entitled to all the representation rights of a member of the Union.

L. The Union will establish a procedure that any employee who makes a request may pay a representation fee equal to a pro rata share of the full membership fee that is related to collective bargaining, contract administration and the pursuit of matter affecting wages, hours and other terms and conditions of employment rather than the full membership fee.

M. Employees represented by the Union who move to a position in another bargaining unit represented by the Union will have their membership dues, agency shop fees, non-association fees, or representation fees deduction continued.

N. Where an employee has been suspended, reduced-in-force, or was discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the University will deduct the Union membership dues, agency shop fees, non-association fees, or representation fees, whichever are applicable, that are
due and owing for the period for which the employee receives back pay.

O. Where an employee takes leave without pay or a temporary position outside of the bargaining unit and subsequently returns to work or to the previously held bargaining unit position, deduction of membership dues, agency shop fees, non-association fees, or representation fees, whichever are applicable, will be restarted with the first pay period of work.

P. When a project or cyclic employee returns to work in a covered position, deduction of membership dues, agency shop fees, non-association fees, or representation fees, whichever is applicable, will be restarted with the first pay period of work.

Q. When an employee represented by the Union moves to a position not represented by the Union, fees deducted on behalf of the Union will cease if requested by the employee.

R. Deduction of membership dues, agency shop fees, non-association fees, or representation fees will be applicable to any retroactive salary increase.

S. An employee who refuses to pay applicable dues or fees may be terminated from employment if so requested by the Union. If an employee fails to meet the Union security provisions outlined above, the Union will notify the employee. The Union’s request to terminate an employee shall be submitted in writing to the University’s Chief Human Resource Officer.

T. The University will remit a payment for all said deductions to the Union at the Union’s Official Headquarters at the end of each pay period. Accompanying the remittance will be a listing of the names, unique employee identification numbers, membership status, total wages from which union dues/fees are calculated, for the time period, and the amount remitted for all employees from whom deductions were made.

U. The Union will indemnify and hold the University harmless against any and all liability including damages, awards, reasonable attorney fees, and court costs that may arise by reason of or result from compliance with this Section.

V. **Voluntary Benefits:** The University agrees to deduct from the wages of any employee who is a member of the Union a Public Employees Organized to Promote Legislative Equality (PEOPLE) deduction as provided for in a written
authorization. Such authorization must be executed by the employee and may be revoked at any time by giving written notice to the University and the Union. The University agrees to remit electronically any deductions made pursuant to this provision to the Union with appropriate employee identifying information as noted in T above.

5.4 UNION REPRESENTATIVES

A. Except as otherwise provided for in this Article, the Union shall designate who shall serve as Stewards, Chief Stewards and/or any other official union representative(s).

B. Stewards, including Chief Stewards, shall be those individuals designated by the Union to function as official local union representatives.

C. The University and the Union recognize the value of staff, officers, and members understanding the Contract. The Union and the University agree to jointly develop training on the new Contract. The University and the Union will make a good faith effort to hold the training sessions no later than June 15 of the new Contract year, facilitated by both Union staff person(s) and University staff person(s). The Stewards will be provided release time to participate in a joint training session.

D. On July 1 of each year, or within ten (10) days as changes occur, the Union shall provide to the University an up-to-date written list of all official local union representatives and the WFSE Representative. Said list(s) shall identify each representative’s area(s) of responsibility and shall be signed by the WFSE Representative. The University shall not recognize any individual as an official local union representative or WFSE Representative whose name does not appear on said list nor shall the University recognize any individual as an official local union representative unless he/she works in a position covered by this Agreement.

E. Stewards or Chief Stewards shall have the right to participate in representational activities concerning matters related to this Agreement including the resolution of grievances and assisting employees covered by this Agreement during an investigative interview where disciplinary action may occur. In addition to the available pool of paid release time provided for in Section F, immediately below, Stewards or Chief Stewards may use any combination of annual leave, personal leave day/personal holiday, accumulated compensatory time off, and/or leave
without pay when participating in representational activities or any other union activity during their work duty hours provided:

1. The Steward or Chief Steward obtains prior approval from his/her supervisor, unless the conversation is of a limited, informal nature that does not interfere with work.

2. The Steward or Chief Steward or an employee or grievant that the Steward or Chief Steward desires to meet with is not working on something that requires immediate attention. If permission cannot be immediately granted by the Steward’s or Chief Steward’s or the employee’s or grievant’s supervisor, the supervisor will arrange to release the Steward or Chief Steward or the employee or the grievant at the earliest possible time.

3. Unless mutually agreed to by the University and the Union, not more than one (1) Steward or Chief Steward shall be allowed to process a particular grievance.

F. In addition to paid release time provided for elsewhere in this Agreement, the Union is provided a pool of seven hundred fifty (750) hours of paid release time per fiscal year to provide for representational duties. University-convened meetings will be considered time worked and will not be deducted from this pool. Prior to the implementation of this Agreement, the University and the Union agree to jointly develop a tracking and reporting system and the University shall issue quarterly reports to the Union. Release time is not to be used for Union Activities.

G. If the University determines the amount of time a Steward or Chief Steward spends performing representational activities is unduly affecting the University’s ability to accomplish the work assigned to the unit in a timely manner, the University will not continue to release the Steward or Chief Steward and the Union’s Labor Advocate will be notified.

H. Requests for information, other than public records disclosure, that either the Chief Steward or the WFSE Representative identifies as necessary for conducting representational duties, including grievance investigations, shall be directed to the University’s Labor Relations Officer or designee. The University may charge a reasonable fee for copying Union requested materials and shall supply the requested
materials within ten (10) days or the reasons in writing why the information cannot be provided. The University shall, when possible and requested, allow the Union to review materials at the Labor Relations Office and select what needs to be copied.

I. University-purchased supplies or equipment shall not be used to conduct union business or representational activities. This does not preclude the *de minimis* use of the telephone, fax and email for representational activities if there is no cost to the University, if the communication is brief in duration and it does not disrupt or distract from University business. The University and the official union representatives may use University equipment to communicate with one another.

J. The Union may have as many Stewards or Chief Stewards as they wish, however the release time provided in this Agreement may only be used by one (1) Steward or Chief Steward at any one time per work unit reporting to a first-line supervisor.

K. The University agrees that the Stewards or Chief Stewards and the WFSE Representative(s) of the Union shall have reasonable access to the premises. Such visitations shall be conducted in a manner that will not be disruptive to the operations of the University. If Union Stewards and staff representatives wish to meet with bargaining unit employees during work time, they shall make arrangements with the appropriate supervisor(s) at least two (2) hours in advance of their intention to visit a Washington State University department, facility, employee, or grievant.

L. No official local union representative, employee, or grievant shall be compensated by the University for any union activity, including representational activities, while off-duty.

M. Staff members of the Washington Federation of State Employees AFL-CIO, Council No. 28 who are not employees of the University shall be authorized to speak for the WFSE in all matters governed by this Agreement. These individuals shall be permitted to visit any work area of the University with prior notification. Such visits shall be scheduled so as not to disrupt the work of employees nor interrupt the normal course of the University’s workday.
5.5 UNION USE OF UNIVERSITY’S FACILITIES AND EQUIPMENT

A. Meeting Space and Facilities: The University’s campuses and facilities may be used by the Union to hold meetings subject to the University’s facilities use policy, availability of the space and with prior authorization of the University.

B. Supplies and Equipment: The Union and its membership will not use University-purchased supplies or equipment to conduct Union business or representational activities. This does not preclude the de minimis use of the telephone, fax and e-mail for union activities pertaining to employees covered under this Agreement if it does not disrupt or distract from University business. The University and the Union may use University equipment to communicate with one another.

C. Bulletin Boards: The University agrees to provide space for the Union to place bulletin board(s) that will be used for the sole purpose of posting written notices by the Union. The number and location of the bulletin board(s) will be mutually agreed to by the University and the Union. All Union notices will first be signed by a Steward, Chief Steward or WFSE staff person, and will be posted solely within the confines of the bulletin board(s). No notice will be posted that is obscene, defamatory, or that impairs University’s operations. Political material may not be posted that reflects the endorsement or non-endorsement of a specific candidate or political party for national, state, or local office, or any ballot proposition(s). The Union will be responsible for all costs related to the purchase, installation, repair, and/or maintenance. The size of the bulletin boards will not exceed three (3) feet by four (4) feet.

D. New Employee Orientation: The Union may request, through the Labor Relations Officer, to schedule a new employee member rights and representation meeting, once a month on the WSU Pullman campus. The University will post the scheduled meetings on the Human Resource Services, Labor Relations website. The University will provide new bargaining unit employees with information on where to locate the meeting schedule.

1. Should an employee wish to attend the new employee member rights and representation meeting, they are responsible for requesting time away from
the worksite. The University will allow new employees who attend the scheduled meeting fifteen (15) minutes release time during work hours (exclusive of travel time to the meeting) for the Union to furnish them with information and brochures about member rights and representation.

5.6 TIME OFF FOR UNION ACTIVITIES
Subject to supervisor’s approval, the University will consider requests for time off for Union activities provided employees use any combination of accrued paid time off (excluding sick leave) or leave without pay subject to notification procedure contained in the appropriate leave Article of this Agreement.
ARTICLE 6
HOURS OF WORK, WORK SCHEDULES AND OVERTIME

6.1 HOURS OF WORK/WORK SCHEDULES

A. **Time Worked:** All time for which an employee is compensated at the regular, straight-time rate of pay except standby time and premium pay. Time worked for the calculation of overtime will include items identified in Article 6.2.B.1.

B. **Work Week:** The work week will begin at 12:00 a.m. on Sunday and end at 11:59 p.m. the following Saturday.

C. **Work Period Designations:** Employees covered by this Agreement will be assigned to one (1) of the following work period designations. Work weeks and work shifts of different numbers of hours may be established for employees by the University, as long as the work schedules meet federal and state law. Employees may request schedule changes in accordance with Article 6.1.D.5.

1. **Regular work schedule:** The regular work schedule for full-time employees shall consist of five (5) consecutive and uniformly scheduled eight (8) hour days in a seven (7) day period. Uniformly scheduled means a daily repetition of the same working hours and a weekly repetition of the same working days.

2. **Alternate work schedule:** Operational necessity may require positions that are normally designated regular work schedules to work an alternate forty (40) hour work schedule (other than five (5) uniform and consecutive eight (8) hour days in a seven (7) day period). An employee’s work schedule will consist of two (2) consecutive days off, absent business or customer service needs determining otherwise. While workplace efficiency and effectiveness govern scheduling, the University will consider an employee raised concern regarding an alternate work schedule that creates consecutive workdays in excess of seven (7) days over a two week work time period.

3. **Nonscheduled work period:** The nonscheduled work period designation applies to those positions for which the hours cannot be scheduled but which
work a forty (40) hour week and do not meet any of the other work period
designations. The Chief Human Resource Officer shall designate positions
as nonscheduled in accordance with the University’s procedure.

4. **Flexible hours:** Flexible schedules will consist of five (5) consecutive
work days followed by two (2) consecutive days off. At the request of an
employee or group of employees, the University may grant flexible work
schedules not to exceed eight (8) hours per day. A flexible schedule will
have established core hours that are less than eight (8) hours per day when
work demands require the presence of the employee. After consultation
with the supervisor, the employee’s flexible schedule will allow a flexible period to begin and/or end the workday.

D. **Schedule Changes**

1. A permanent schedule change is defined as a change lasting over fourteen (14) days. Employees will be notified in writing at least seven (7) days in advance of a permanent work schedule change, including the reason for the change and must receive such notice during working hours. The day notice is received is considered the first day of notice. If an employee does not receive the proper notice, the employee shall receive eight (8) hours of overtime pay in addition to the regular rate for each day the notification is delayed.

2. A temporary schedule change is defined as a change lasting fourteen (14) days or less. The employee will receive two (2) days written notice of the change. The day notice is received is considered the first day of notice. If an employee does not receive the proper notice, the employee shall receive eight (8) hours of overtime pay in addition to the regular rate for each day the notification is delayed.

3. In the event of a reorganization within a work unit, hours of work and shifts will be awarded according to seniority. Involuntary schedule changes will use reverse seniority to award the schedule change (starting with the least senior employee).

4. Employees will not work more than sixteen (16) consecutive hours in a
twenty-four (24) hour period. After working sixteen (16) consecutive hours in a twenty-four (24) hour period, employees will have at least eight (8) hours off.

5. An employee may request a schedule change in writing. Employee schedule change request approvals or denials are subject to University business and customer service needs. Workplace efficiency and effectiveness will govern the approval or denial. The University will consider the personal preferences of the employee. The Employer may disapprove requests if there are business, customer service, performance, or attendance concerns. Previously approved work schedules may be rescinded by the University if business and customer service needs are no longer being met, or if performance or attendance concerns occur. If approved, the notice period will be waived. If denied, the employee will receive such denial in writing.

E. **Additional Work:** When work is required during the cyclic year or career seasonal layoff periods, the available work will be first offered to the incumbent employee(s) normally performing the work functions in the work unit. If the incumbent employee(s) does not accept the offer, or because students or a temporary employee normally performs the work, the work will be offered by seniority to employees whose normal work assignment is in the same department and classification.

F. **Phone Calls:** Time spent on work-related employer initiated and subsequent employee initiated telephone calls during the employee’s non-work time of over ten (10) minutes per day will be considered time worked and will be deducted from standby pay. The employee shall receive a minimum of one (1) hour compensation at his/her regular, non-overtime hourly rate of pay for each non-related incident. Employees are not required to answer the phone or respond to work related messages during his/her non-work time, unless they are on stand-by status.

G. **Clean-up Periods:** Employees will be allowed an appropriate personal cleanup period prior to lunch, if necessary, and the end of the work shift, as determined by the supervisor.

H. **Telework/Commute:** Employees will be allowed to telework or telecommute on the same basis as other University employees.
I. **Miscellaneous:** Employees will not sign time cards that are incomplete or inaccurate. Employees who believe they have been presented with an incorrect or inaccurate time card shall sign the card if ordered by the supervisor and state their concerns in the comments section of the time card. Any changes to time cards that are initiated by management after the employee has signed it will be reviewed with the employee. If an employee is not present at work for more than two (2) days to review the correction, the responsible supervisor will make and initial the corrections and process them in accordance with normal procedures. A copy will be kept to review with the employee when they return to work.

6.2 **OVERTIME**

A. **General Provisions**

1. The University will determine whether work will be performed on regular work time or overtime; the job classification(s) and the skills and abilities required to perform the work; the number of employees required; and the duration of the work.

2. The University will meet its overtime needs on a voluntary basis with qualified employees, in order of seniority, who are present at the worksite on a straight rotational basis. Work continuation that extends a shift will be offered first to employees on that shift currently performing the work. In the event there are not enough volunteers, the supervisor shall assign employees to work overtime in reverse seniority order.

3. Employees who are required to work beyond his/her regular quitting time:
   a. Will be allowed to telephonically communicate the need for overtime to affected individuals.
   b. May qualify for transportation home under the emergency ride home policy.
   c. Will be notified at least one-half (1/2) hour before the conclusion of his/her work shift of the overtime opportunity or requirement to work. Employees who are not given the required one-half (1/2) hour notice will receive an additional one-half (1/2) hour of straight time compensation.
d. Will be paid overtime in accordance with Article 6.2.B or will receive compensatory time in accordance with Article 6.3.

4. Probationary and trial service employees will not be offered overtime until the employee(s) achieves permanent status in his/her classification unless circumstances or operational requirements, as determined by the University, exist.

5. Documented attempts to contact an employee will constitute an offer of overtime. In addition, overtime that is refused and/or worked will be documented on the rotation list.

6. Employees on leave or compensatory time off will be removed from the voluntary overtime rotation list(s) for the duration of the leave/compensatory time off period.

7. The University will not reduce an employee’s normal work schedule for the purpose of avoiding the payment of overtime unless there is mutual agreement between the employee and the University.

B. Pay for Overtime Work

1. Overtime will be paid for those hours worked in excess of forty (40) hours in a workweek. Time worked shall include Annual Leave, Holiday, Personal Leave Day/Personal Holiday, Civil Leave, and Sick Leave. All other paid leave will not count towards this calculation.

2. Working On A Scheduled Day Off: A full-time overtime eligible employee who is assigned by his/her supervisor to work on a scheduled day off receives time and one-half overtime compensation for hours worked.

3. Overtime work shall be paid at the applicable hourly rate times 1.5.

4. Employees traveling on University business will be compensated in accordance with the provisions of the Fair Labor Standards Act.

5. There shall be no pyramiding of overtime or premium pay.

6. When an employee is compensated for working overtime during hours for which premium pay is authorized in accordance with this Agreement, the overtime rate will be calculated using the “regular rate.”

7. Employees will be paid overtime in accordance with WAC 296-128-035.
See Appendix B.

6.3 COMPENSATORY TIME

A. If requested by the employee, compensatory time at one and one-half times the overtime hours worked may be granted in lieu of monetary payment at the sole discretion of the University.

B. If an employee is granted compensatory time per Article 6.3.A, they may accrue compensatory time up to one hundred twenty (120) hours which may be cashed out at any time during the fiscal year. Accrued compensatory time remaining at the end of each fiscal year will be cashed out by the University within thirty (30) days of the end of the year (June 30) if no agreement on its utilization is reached with the employee.

C. The University may require employees to use their accumulated compensatory time during non-peak work periods, provided such use does not cause the employee to lose any of his/her accumulated annual leave and/or personal leave day/personal holiday. Use of compensatory time shall be subject to the following:

1. An employee must have prior approval to use accumulated compensatory time.
2. Compensatory time off shall not be allowed if the use of compensatory time off creates an overtime situation for other employees in the department and/or results in an operational hardship as determined by the University.
3. Compensatory time off shall be used prior to using any accrued annual leave that may be available, except in those circumstances where such use would cause the loss of accrued annual leave and/or personal leave day/personal holiday.

6.4 MEAL PERIODS AND REST BREAKS

A. Meal Periods

1. Unpaid Meal Periods
   a. Except as provided in Section 2, immediately below, employees working more than five (5) consecutive hours will be entitled to an unpaid meal period of thirty (30) or sixty (60) minutes, as designated by the University. Unless otherwise agreed between the employee
and his/her supervisor, meal periods will be scheduled as close to the middle of the work shift as practicable.

b. The University will make every effort to provide employees with an uninterrupted meal period. If an employee’s unpaid meal period is interrupted by work duties, the employee will be allowed to resume his/her unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the remainder of the employee’s meal period will be considered time worked.

c. When an employee is required in writing to keep their pager, cell phone or radio on and will be required to respond or return to work, the employee will be compensated at the standby rate of pay.

d. Normally, unpaid meal periods may not be taken at the beginning or end of a scheduled shift to permit late arrival or early departure from work except as approved in “e” immediately below.

e. Meal periods may be waived upon written agreement between the employee and the supervisor.

2. Paid Meal Periods for Straight Shift Schedules: Employees assigned to work a straight shift without interruption for an unpaid meal period will be permitted to eat their meal during their shift as permitted by operational need, but will not be relieved from duty for a meal period.

3. Extension of Shift/Call Back Meal Periods: Employees working three (3) or more continuous hours, either as an extension of their shift or during a period of call-back, will be permitted an unpaid meal period of thirty (30) minutes, or if required by operational necessity to eat intermittently while on duty.

B. Rest Breaks: Employees will be allowed rest breaks of fifteen (15) minutes, either continuous or intermittently for each one (1) half shift of four (4) or more hours worked. Rest breaks should be taken at or near the middle of each one (1) half shift of four (4) or more hours. Rest breaks will be taken in a manner, which does not
interrupt the flow of work. Employees will not skip a rest break.

C. **No Combining of Meal Periods and Rest Breaks:** Employees will not be permitted to combine meal periods and rest breaks.

**6.5 TRAVEL, MEALS, AND EXPENSES**

A. Employees required to travel in order to perform their duties will be reimbursed or receive advancement for any authorized travel expenses on the same basis as all other University employees.
ARTICLE 7
HIRING AND APPOINTMENTS

7.1 HIRING AND APPOINTMENTS

The provisions in this Article will apply to all employees.

A. Filling Positions

1. The University will determine when a position will be filled, the type of appointment, and the skills and abilities necessary to perform the duties of the specific position within a job classification.

2. Except for vacancies being filled from a layoff list, by departmental transfer, or Reasonable Accommodation, the University will post a vacancy notice containing the same information as all other University Civil Service vacancy notices. The posting will be open for a minimum of seven (7) days on the Human Resource Services web page, excluding holidays.

3. The vacancy notice will advise applicants that the position is covered by a collective bargaining agreement.

4. Request to Offer Above Minimum Step: An Appointing Authority may at their sole discretion submit a written justification and request to offer a salary that is above the minimum step of the salary range to the Chief Human Resource Officer. The University's designated personnel officer reviews the request and notifies the Appointing Authority of approval or denial of the request. Approval must be received from Human Resource Services prior to making the offer at a higher salary to the candidate.

5. Periodic increment date is six (6) months from the date of appointment if the employee was appointed to the minimum step of the salary range. Periodic increment date is twelve (12) months from the date of appointment if the employee is appointed above the minimum step in the salary range.

6. Upon appointment to a new position, an employee will receive a copy of this Agreement, a packet of information provided by the Union and a letter which will include: classification title, job class code, salary range, employment status, the rate of pay, starting and ending dates, a statement
regarding receipt or non-receipt of benefits, and notification that the position is included in a bargaining unit. The status of the employee at the completion of the appointment/assignment when the appointment is a project appointment will be identified.

7. Employee recruitment and appointment information pertaining to bargaining unit positions will be made available to the Union upon request.

B. **Types of Appointment**

1. **Regular Employment:** The University may fill a position with a regular employment appointment for positions scheduled to work twelve (12) months per year.

2. **Cyclic Year Employment**
   
   a. The University may fill a position with a cyclic year appointment for positions scheduled to work less than twelve (12) full months each year, due to known, recurring periods in the annual cycle when the position is not needed, or due to known budgetary constraints.

   b. Upon appointment and before the start of each annual cycle, the employing department sends each cyclic-year employee a letter which specifies the scheduled periods of LWOP for the coming year. The letter must be sent at least fourteen (14) days before the annual cycle begins.

3. **Project Employment**
   
   a. The University may recruit for and hire employees into project positions for which employment is contingent upon state, federal, local, grant, or other special funding of specific and of time-limited duration. The University will notify the employees, in writing, of the expected ending date of the project employment.

   b. Permanent employees in permanent positions may request to transfer, promote, or voluntarily demote into project positions. Employees who accept a project appointment will serve a trial service period in the classification to which they have promoted or demoted. Permanent employees may serve a trial service period
upon transfer to a project position based on the duties of the position, at the discretion of the University. Employees who pass their trial service period in a project appointment shall receive layoff rights at the conclusion of their project appointment, in accordance with Article 11.

c. Employees who have entered into project employment without previously attaining permanent status will serve a probationary period. Employees will gain permanent employee status in the project upon successful completion of their probationary period. Employees who have gained permanent employee status within the project will serve a trial service period when they:

(1) Promote to another job classification within the project; or
(2) Transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.

d. The University shall consider project employees who have passed their probationary period and/or trial service period for transfer, voluntary demotion, or promotion to non-project positions. Employees will serve a trial service period upon voluntary demotion or promotion to a non-project position. Employees may serve a trial service period upon transfer to a non-project position based on the duties of the position, at the discretion of the University.

e. Time spent in project employment by permanent-status employees will also be credited toward periodic increment dates, seniority, annual leave, sick leave, and other benefits provided to employees in this Agreement.

4. **Dual Employment**

a. Dual employment is defined as one employee in multiple positions simultaneously.

b. An employee may hold multiple appointments, not to exceed one (1) full-time equivalent, only when mutually agreed to by the
University and the employee.

5. **Tandem Employment:** A single position, not to exceed one (1) full-time equivalent (FTE), which is occupied by two (2) employees and mutually agreed to by the University and the employees.

C. **Permanent Status:**

1. **Permanent:** An employee will attain permanent status in a job classification upon successful completion of a probationary or trial service period.

2. **Temporary/Hourly**
   a. Temporary/hourly appointments will not be used by the University to circumvent appropriate hiring procedures.
   b. Individual(s) working in temporary/hourly position(s) as defined in Article 7.2.A in classification(s) covered by this Agreement who exceed one thousand fifty (1050) hours in any twelve (12) consecutive month period from the original date of hire will become permanent. When a temporary employee becomes permanent as a result of working more than one thousand fifty (1050) hours, the FTE percentage of the permanent position will be based on the average hours worked, exclusive of overtime, over the duration of the Temporary/Hourly Bargaining Unit position’s current twelve (12) consecutive month period.
   c. Exceptions to the foregoing item may be implemented upon mutual agreement between the University, the Union, and the employee.

D. **Promotions**

1. Promotion is the movement to a position with a higher wage range than the position currently occupied by an employee. Employees may apply and be considered for promotion as vacancies occur.
2. **Request to Offer Above Minimum Step:** An Appointing Authority may at their sole discretion submit a written justification and request to offer a salary that is above the minimum step of the salary range to the Chief Human Resource Officer. The University's designated personnel officer reviews the request and notifies the Appointing Authority of approval or denial of the request. Approval must be received from Human Resource Services prior to making the offer at a higher salary to the candidate.

3. Periodic increment date is six (6) months from the date of appointment if the employee was appointed to the minimum step of the salary range. Periodic increment date is twelve (12) months from the date of appointment if the employee is appointed above the minimum step in the salary range.

E. **Transfers and Voluntary Demotions**

1. **Transfers:** pertains to permanent employees requesting a change from one classified position to another within the same class. The following procedure will apply regarding transfers within the University.
   a. Employees who are interested in moving to bargaining unit positions within their department will make their wishes known by submitting a written request to their supervisor and Human Resource Services. The request may state a preference for shift, days off or location. When a vacancy occurs, the University will consider such requests, which have been received within the last twelve (12) months, in order of the employee's current seniority.
   b. The department will submit a Position Recruitment Posting to Human Resource Services for candidates to fill a vacant position in a covered classification, only after provisions of the paragraph immediately above are satisfied.
   c. Employees in covered classes may indicate their interest for transfer to positions in the same classification located in other departments by submitting a written request to Human Resources Services. The employee must renew his/her request in writing every twelve (12) months to remain active; however, the employee may withdraw
requests at any time.

d. Human Resource Services will certify to the employing department the name(s) of the employee(s) in seniority order who have requested a transfer. The employing department will consider these employees, in order of seniority in advance of any other candidate(s).

e. The transferring employee will retain his/her seniority, accumulated leave and all other accrued benefits except for any unused compensatory time, which will be cashed out at the time of transfer.

2. **Voluntary Demotion:** pertains to employees requesting a change from a position in one class to a position in another class that has a lower salary range maximum.

   a. Employees in covered classes may apply for a voluntary demotion to positions in lower classifications by making application to Human Resources Services. The employee must renew his/her request in writing every twelve (12) months to remain active; however, the employee may withdraw requests at any time.

   b. Human Resource Services will certify to the employing department the name(s) of the employee(s) in seniority order who have requested a voluntary demotion.

   c. Appointed employees will retain seniority, accumulated leave time, and all accrued benefits except for any unused compensatory time, which will be cashed out at the time of voluntary demotion.

3. **Reassignment:** pertains to a University directed move of a permanent employee from one classified position to another within the same class in the same department.

   a. Employees will be notified in writing at least nine (9) days in advance of a permanent reassignment, including the reason for the reassignment and must receive such notice during working hours. The day after the notice is received is considered the first day of notice. If an employee does not receive the proper notice, the
employee shall receive eight (8) hours of overtime pay in addition to the regular rate for each work day the notification is delayed, limited to fifteen (15) work days.

b. A temporary reassignment is defined as a reassignment lasting fourteen (14) days or less. The employee will receive two (2) days written notice of the reassignment that will include the reason for the reassignment. The day after the notice is received is considered the first day of notice. If an employee does not receive the proper notice, the employee shall receive eight (8) hours of overtime pay in addition to the regular rate for each work day the notification is delayed, limited to fifteen (15) work days. At the end of the temporary reassignment, the affected employee will be returned to his/her normal shift and/or location.

c. In the event of reassignment due to the reorganization of a work unit, the reassignment will be made on the basis of seniority. Involuntary reassignments will use reverse seniority to award the reassignment starting with the least senior employee.

d. If an employee is reassigned to a position at a location more than fifty (50) miles from his/her current location the employee may choose layoff in lieu of reassignment.

F. **Transfers to/from other Washington State Agencies:** Unused sick and annual leave credits of permanent status employees changing employment between higher education institutions, related boards or other state agencies will move with the employee.

G. **Review Periods**

1. **Probationary Period**

a. Every permanent employee, whether full-time or less than full-time, will serve a probationary period of six (6) months immediately following his/her initial appointment to a permanent position, except as noted below.

b. Employees appointed to Campus Security classifications, are
subject to a probationary period of twelve (12) months from the date of employment.

c. During the probationary period, the University will provide probationary employees with performance expectations and standards, position description, training and assistance related to his/her job duties, and performance counseling/review/feedback by his/her supervisor.

d. The University may separate a probationary employee from employment at any time during the probationary period. The University will provide the employee with a minimum of one (1) work day written notice of intent to dismiss.

e. The University, at its sole discretion, may extend an employee’s probationary period, on a day-for-a-day basis, for any day(s) that the employee is on sick leave, leave without pay or shared leave, except for leave taken for military service.

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

2. Trial Service Period

a. All other employees with permanent status who are promoted, or who voluntarily demote, or who accept a layoff option into a job classification for which they have not previously attained permanent status, will serve a trial service period of six (6) consecutive months, which will begin immediately upon appointment, except as noted below.

b. Employees appointed or promoted to Campus Security classifications are subject to a trial service period of twelve (12)
months from the date of employment.

c. During the trial service period, the University will provide trial service employees with performance expectations and standards, position description, training and assistance related to his/her job duties, and performance counseling/review by his/her supervisor.

d. The University, at its sole discretion, may extend an employee’s trial service period, on a day-for-a-day basis, for any day(s) that the employee is on sick leave, leave without pay or shared leave, except for leave taken for military service.

e. Following a promotion, an employee who does not complete his/her trial service period, either as determined by the University or at the employee’s request, will be given or provided a fifteen (15) day written notification stating the reason, and his/her option to:

(1) revert to his/her former position provided an offer of employment has not been made to another individual;

(2) fill a vacancy or a position held by a probationary employee in the previous classification;

(3) fill a vacancy or a position held by a probationary employee in any previous classification in which the employee held permanent status;

(4) if the employee has no option to take a vacant position at the same salary range, the employee must be given an opportunity to take a vacant position in a lower class in an occupational category/class series in which the employee has held permanent status, in descending salary order. The employee does not have to have held permanent status in the lower class in order to be offered the option to take a vacant position in the class;

(5) be placed on the University-wide layoff list.

(6) All other employees who do not complete his/her trial service period will be placed on the University-wide layoff
list.

f. Employees who are reverted during the trial service period will have the right to file a grievance. The grievance will be limited to Steps One (1) and Two (2) of the grievance procedure.

H. **Temporary Upgrade**

1. The University may assign an employee to a position in a classification with a higher salary range for a period of fourteen (14) days or more.

2. **Bargaining Unit 13:**

   For Bargaining Unit 13 members only, when a lead worker is absent from the workplace for a full shift or more, a bargaining unit employee may be assigned to perform the duties of the higher classification as determined by the supervisor or manager.

   When a lead is absent, management will determine if a bargaining unit employee will be assigned to perform the duties of the lead at the beginning of the absence. For the purpose of this practice, “absent” shall mean absence from work during which the lead is on paid or unpaid leave status with the University.

3. The University will not rotate employees in and out of assignments for the sole purpose of avoiding payment of the higher-level pay. However the University may use rotating assignments for the purpose of employee development or operational necessity.

4. Employees covered by this Agreement who accept temporary position upgrades will not exceed six (6) consecutive months in the position. The employees retain the right to return to the same position occupied prior to commencement of the temporary position upgrades. Employees will retain all benefits during the temporary appointment period, including accrual of annual leave and sick leave.

5. Temporary upgrades will not be used by the University to circumvent appropriate hiring procedures.

6. Exceptions to the foregoing items may be implemented upon mutual agreement between the University and the employee.
7. Employees assigned a Temporary Upgrade will be compensated in accordance with Article 24.2.G of the Agreement.

7.2 TEMPORARY/HOURLY EMPLOYEES

A. Non-student, temporary/hourly employees who have worked more than three hundred fifty (350) hours in the previous twelve (12) consecutive month period in a bargaining unit covered by this Agreement who have been certified as members of a bargaining unit by the Public Employee Relations Commission (PERC) are governed by the following specific terms:

The following provisions in this Agreement will apply to represented temporary employees:

Article 1 - Scope and Interpretation
Article 2 - Non-Discrimination/Sexual Harassment/Coercion and Intimidation
Article 3 - Workplace Behavior
Article 4 - Employees Rights & Responsibility
Article 5 - Union Rights & Responsibility
Article 6.2.B.2, 6.2.B.3, 6.2.B.6 Pay for Overtime Work, 6.4 Meal Periods and Rest Breaks, & 6.5 Travel, Meal and Expenses
Article 7.1.C & 7.2 Hiring and Appointments
Article 22 - Reasonable Accommodation
Article 24.6 - Salary Overpayment
Article 26 - Parking
Article 28 - Union/Management Meetings
Article 29 - Grievance & Arbitration (same rights as Probationary Employees)
Article 30 - Term of Agreement
Appendix A - Nepotism
Appendix B - WAC 296-128-035
Appendix C - Health Care Benefits (Hours)
Appendix D - Bargaining Units (Unit definitions)

Any MOU’s attached to this Agreement that identify changes to temporary/hourly
provisions.

B. Individual(s) working in temporary/hourly position(s) as defined in Article 7.2.A in classification(s) covered by this Agreement who exceed one thousand fifty (1050) hours in any twelve (12) consecutive month period from the original date of hire will become permanent.

C. If a temporary hourly employee is placed in a permanent position as a result of Section 7.2.B above, the incumbent employee will serve a probationary period. The University may credit time worked in the temporary appointment toward completion of the six (6) months probationary period.

D. All other temporary/hourly conditions of employment not specifically addressed above are as provided in applicable University Policies and Procedures.
ARTICLE 8
CLASSIFICATION

8.1 CLASSIFICATION

A. The University will adopt the new classification system implemented by the Washington State Department of Personnel on January 1, 2005. The University agrees to implement subsequent phases of the new classification system as approved by the State Human Resources (SHR).

B. Prior to submission to SHR the University or the Union will provide to the other party, in writing, any proposed changes to the classification plan including newly created classifications. Upon request of either party, the University and the Union will bargain the effect(s) of a proposed change to an existing class or newly proposed classification within bargaining units covered by this Agreement.

C. A position description will be maintained for each position and will list the primary duties and responsibilities assigned to the position, knowledge, skills and abilities, essential functions, performance expectations, and other job-related information. Employees will have, or be provided with, the training for the job tasks they are expected to perform. Upon request, the position description will be made available to the employee or to the Union.

D. The SHR classification appeal process provides the sole and exclusive method for employees to appeal the determination of Human Resource Services regarding allocation or reallocation of classification.

E. Human Resource Services will review vacant bargaining unit positions prior to recruitment to ensure the proper classification is assigned. Positions will not be reallocated during the incumbent’s probationary period.

F. Temporary duty assignments lasting less than six (6) months will be excluded from this process.

G. Employee Requested Review: An employee who believes that the duties of his/her position have changed or that the position is inaccurately classified may request a classification review. The employee may seek the assistance of a Union
representative in preparing the request for a classification review.

H. The effective date of an employee requested reallocation is the date the completed request was filed with Human Resource Services. Human Resource Services will notify the employee of the materials needed to complete the application.

I. Decisions regarding the appropriate classification will not be subject to the grievance procedure. The employee may appeal the determination of Human Resource Services to the SHR within thirty (30) days of being provided the written decision. If the dispute continues after the Director renders a written decision, the employee may appeal to the Washington State Personnel Resources Board for a final and binding decision.

J. If an employee has performed the higher level duties for at least six (6) months and meets the position competencies and other requirements, the employee will remain in the position and retain the existing appointment status.

K. If the employee is reallocated to a position with a lower salary range maximum, the employee is eligible to be placed on the University’s layoff list for the class in which the employee held permanent status prior to the reallocation. If the employee does not elect to remain in the position he/she will be allowed to undergo the layoff process.
ARTICLE 9
PERFORMANCE EVALUATIONS

9.1 PERFORMANCE EVALUATIONS
A. There will be no formal, written performance appraisals.
B. Nothing in this Agreement limits an employee’s ability and/or his/her supervisor’s ability to address concerns, training, performance standards and expectations, or behavioral issues.
C. Performance issues will be brought to the attention of the employee at the time the supervisor becomes aware of the issue(s) in order to give the supervisor the opportunity to address the concern with the employee.
D. Performance evaluations created prior to July 1, 2005, will be removed from an employee’s personnel file no later than three (3) years from the date of signature.
ARTICLE 10
CORRECTIVE ACTION AND DISCIPLINE

10.1 CORRECTIVE ACTION AND DISCIPLINE

The University will take corrective action or discipline to respond to the nature and severity of the offense, and the employee's prior record. The University will not be precluded from discharging an employee or administering other substantial forms of discipline despite the absence of any prior disciplinary record when warranted by the nature and/or severity of the offense. When taking corrective action or disciplinary action, the University will make a reasonable effort to protect the privacy of the employee.

A. Corrective Action

1. Possible corrective actions may include but are not limited to: an informal verbal counseling, a verbal reprimand, a counseling memo, corrective work plan, or a letter of reprimand.

2. Documentation of a corrective action that is retained in the supervisor’s file will be destroyed no later than twelve (12) months following the date the documentation was created.

3. As part of corrective action, management may also assign training or retraining.

B. Disciplinary Action: Possible disciplinary actions may include but are not limited to: suspension, reduction in pay, demotion or dismissal. There will be no combining of corrective action and/or disciplinary action per incident. The University will not discipline any permanent employee without just cause.

1. Pre-Disciplinary Action(s)

a. Prior to imposing discipline, the University will inform the employee in writing of the reasons for the contemplated discipline and copies of available documentation will be provided to the employee. The University will provide the WFSE Representative with a copy(s) on the same day it is given to the employee. The employee will be provided an opportunity to respond either at a meeting scheduled by the University, or in writing if the employee prefers.

b. The University has the authority to conduct investigations.

   (1) If the University determines that an investigation is necessary, the
employee will receive written notice of the investigation within ten (10) work days from the date the supervisor or manager becomes aware of an allegation.

(2) If the allegation is determined to be unfounded, the employee will be so advised in writing and all documents related to the allegation(s) will be destroyed in the presence of the employee, unless otherwise required by law, or the University has a reasonable expectation that the material may pertain to a potential legal or administrative action, i.e., grievance, or complaint.

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

2. **Disciplinary Action(s)**
   a. Disciplinary actions may only occur after the Pre-Disciplinary Action process is complete, as outlined in 10.1.B.1.a.
   b. The Appointing Authority must notify an employee in writing at least fifteen (15) days before the effective date of the demotion, or reduction in base salary.
   c. An Appointing Authority may suspend a permanent employee without pay for a time period not to exceed fifteen (15) days as a single penalty or more than thirty (30) days in any one (1) calendar year as an accumulation of several penalties. An employee being suspended must be notified in writing no later than one (1) day after the suspension takes effect.
   d. An Appointing Authority may dismiss an employee with fifteen (15) days’ written notice or without fifteen (15) days’ notice as follows:
      (1) An Appointing Authority may dismiss an employee effective immediately with pay in lieu of the fifteen (15) days’ notice period.
      (2) An Appointing Authority may dismiss an employee effective immediately without pay in lieu of the fifteen (15) days’ notice period if the circumstances are such that the retention of the employee in an active duty status may result in damage to state property or may be
injurious to the employee, fellow workers, or the client public. The notification for the dismissal is required and must state the cause for the dismissal and in addition the necessity for the immediacy of the action.

e. If an employee is dismissed, suspended, demoted, or incurs a reduction in base salary, the employee will be provided with written notification, which will include the disciplinary action, the specific charges and the employee’s right to grieve the disciplinary action.

C. Any University convened meeting requiring the employee’s presence regarding corrective action, disciplinary action or investigatory processes will be considered time worked for the employee. Prior to a University convened meeting, the employee(s) will be provided up to thirty (30) minutes including travel time, which will be considered time worked, to consult with his/her official representative. The role of the employee in regard to University-initiated investigations is to provide information and cooperate with the University’s investigation.

D. Official Union Representation

1. Upon request, an employee has the right to one (1) official Union representative and/or one (1) WFSE Representative at an investigatory interview called by the University, if the employee reasonably believes discipline could result. Prior to convening an investigatory interview, an employee will be provided an opportunity to secure Union representation. The unavailability of a WFSE Representative will not be cause for delaying the investigatory interview, unless mutually agreed to by the University.

2. An employee may have one (1) official Union representative and/or one (1) WFSE Representative at a pre-disciplinary meeting. Employees will be given five (5) work days written notice prior to a pre-disciplinary meeting to allow the employee to secure a representative. The unavailability of a WFSE Representative will not be cause for delaying the pre-disciplinary meeting, unless mutually agreed to by the University.

3. If the requested representative is not reasonably available, the employee will select another official representative. Employees seeking representation are responsible for contacting their representative.

4. The role of the official Union representative in regard to University-initiated investigations and/or pre-disciplinary meetings is to provide assistance and counsel to the employee. The official Union representative can speak during the interview, but
may not bargain over the purpose of the interview nor obstruct the interview with the employee. Every effort will be made to cooperate in the investigation.

5. Attendance at a University convened meeting as described in Section D.1 and 2 immediately above will be considered time worked for the official Union representative. Prior to a University convened meeting, the official Union representative will be provided up to thirty (30) minutes including travel time, which will be considered time worked, to consult with an employee(s).

E. **Probationary Employees**

1. The University reserves the right to discipline or discharge from employment any probationary employee or terminate the probationary appointment at any time within the probationary period with one (1) work day notice.

F. Disciplinary actions taken with respect to probationary employees, including discharge, will not be grievable.

G. Nothing in this Article limits a supervisor’s ability to informally deal with employee concerns, training, performance or behavior issues.
ARTICLE 11
LAYOFF AND RECALL

11.1 LAYOFF AND RECALL

A. The University shall determine the basis for, the extent of, and the effective date(s) of layoffs in accordance with the provisions of this Article.

B. **Reasons for Layoff:** Layoff of a permanent employee shall be based upon any cause such as:

1. Lack of work
2. Lack of funds
3. Program elimination or modification
4. Good faith reorganization
5. Reduction in the number of work hours
6. Ineligibility to continue in a position that was reallocated
7. Termination of a project or contract

C. This Article will not be used to address performance or behavior issues of an employee.

D. **Seniority Pool and Layoff Units**

1. All employees holding the same job classification within the same bargaining unit and within the same layoff unit shall constitute a seniority pool. For the purposes of this Article, employees who have completed probation and who are veterans or the unmarried widows/widowers of veterans shall have added to their seniority their total active military service (or that of their deceased spouse), not to exceed five (5) years with appropriate verification (DD-214).

2. Layoff units are designated as follows:

   1. Departments, offices, and programs reporting to the President (unless otherwise designated below)
   2. Departments, offices, and programs reporting to the Provost (unless otherwise designated below)
   3. Departments, offices, and programs reporting to the Vice President for Finance and Administration
   4. Enrollment Management

54
5. Departments, offices, and programs reporting to the Vice President for Information Technology Services
6. Departments, offices, and programs reporting to University Advancement and External Affairs
7. College of Agricultural, Human, and Natural Resource Sciences
8. Voiland College of Engineering and Architecture
9. College of Arts and Sciences
10. College of Veterinary Medicine
11. College of Education
12. Carson College of Business
13. College of Pharmacy
14. College of Nursing
15. Libraries
16. Departments, offices, and programs reporting to the Office of Research
17. Intercollegiate Athletics
18. WSU Extension
19. WSU Tri-Cities
20. WSU Vancouver
21. WSU Spokane
22. Student Affairs
23. College of Communication
24. Elson S. Floyd College of Medicine
25. Departments, offices, and programs reporting to the Vice President for Development and Chief Executive Officer of the WSU Foundation
26. Department, offices and programs reporting to University Relations
27. Departments, offices, and programs reporting to the Vice President for Academic Outreach and Innovation

E. **Determination of Layoffs:** Employees will be laid off in accordance with seniority pool and layoff units as defined in Section D above. The University will determine the timing of layoffs and the number of employees to be laid. In accordance with Article 11.1.H.1, the University will discuss with the Union, other options, including, but not limited to the
following:
1. voluntary transfers
2. voluntary leave without pay (without loss of seniority),
3. voluntary reduction in work hours
4. voluntary demotion
5. early retirement

F. **Non-voluntary Layoff**
1. The least senior permanent employee in the seniority pool shall be the first laid off provided the other employees in the seniority pool possess the necessary knowledge, skills, and abilities to accomplish the essential functions of the remaining work.
2. Only represented employees are covered by the provisions of this Article. All other University personnel are specifically precluded from bumping into or reverting into covered positions.

G. Prior to implementing a layoff, the University will suspend open recruitments in the bargaining unit for vacant positions in the employee’s current classification or in any other classification in which the employee has held permanent status.

H. **Layoff Processes:** Employees will be offered the following Layoff Options in the following order:
1. Continued employment in a vacant position within the employee’s layoff unit, either in the employee’s current classification or any classification in the same salary range which they held permanent status.
2. If a vacant position is not available within an employee’s layoff unit, the employee shall have the opportunity to displace any non-permanent employee within the layoff unit, including probationary employees, who occupy a position in the employee’s current classification or any classification in which he/she had held permanent status. Accepting a non-permanent position will not change the employee’s permanent status or rights under the collective bargaining agreement, including the layoff rights.
3. Next, an employee being laid off shall be offered the opportunity to displace any permanent employee, within the layoff unit, who is occupying a position in any classification in which he/she had held permanent status, in order of seniority.
4. Next, an employee being laid off shall be offered the opportunity for continued
employment in a vacant position within the University, either in the employee’s
current classification or any classification in which he/she had held permanent status.

5. If the employee has no option to take a position at the same salary range, the
employee must be given an opportunity to take a position in a lower class in a class
series in which the employee has held permanent status, in descending salary order.
The employee does not have to have held permanent status in the lower class in order
to be offered the option to take a position in the class.

6. If the employee accepts a position at a lower salary range maximum he or she will be
paid an amount equal to his/her current salary, provided it is within the salary range
of the new position. In those cases where the employee’s current salary exceeds the
maximum amount of the salary range for the new position, the employee will be
compensated at Step M of the new salary range.

7. If continued employment is not available, the employee shall be placed on an internal
layoff list in accordance with this Article.

I. **Layoff Notification**

1. Employees with permanent status shall receive written notice at least thirty (30) days
before the effective layoff date and a copy shall be furnished to the Union
concurrently. The notice shall include the basis for the layoff and any options available
to the employee.

2. If the University elects to implement a layoff action without providing a thirty (30)
day notice, the employee with permanent status shall be paid his/her salary for the
days that he/she would have worked had full notice been given.

3. The written notification of layoff to a permanent status employee will include five (5)
working days in which to select placement on the layoff list(s) and/or an option in
lieu of layoff. Such notice will be furnished directly to the employee during his/her
scheduled working hours and also sent to the employee’s last known address. When
the notice is furnished directly to the employee, the day it is furnished will not be
counted as a day of notice.

4. When it is determined that layoff (s) will occur, the employee(s) will:
   a. receive a copy of this Article;
   b. be advised in writing of available options in lieu of layoff;
c. be advised in writing of his/her specific layoff list placement; and
d. be advised in writing of his/her right to file a grievance, which shall be filed at
Step 3 - Administrator.

J. University Internal Layoff List
1. The University shall maintain an internal layoff list of all permanent employees who are laid off.
2. An employee on the internal layoff list shall have the first option to a permanent vacant position, either in the employee’s current classification or any classification in which he/she had held permanent status. In the event of such refusal, the employee’s name will remain on the layoff list for Bargaining Unit positions only for the remainder of the two (2) year period following the effective date the employee was originally laid off. An employee will then be allowed to exercise a first right of refusal for one (1) offered permanent Bargaining Unit position.
3. An employee shall have his/her name removed from the internal layoff list for any of the following:
   a. accepting an offered position,
   b. refusing to accept two (2) offered positions as identified in Section 2 above,
   c. failing to make arrangements for returning to work within three (3) working days after being recalled,
   d. failing to respond within seven (7) days to an offer sent to the last known address of the employee; or
   e. two (2) years following the effective date that the employee was laid off.

K. Recall
1. If the University determines to fill a vacant position in a seniority pool from which employees were laid off, such employees shall be recalled in the order of seniority with the most senior employee having the first option to a vacant position.
2. The employee shall be recalled at his/her same range and step as when he/she was laid off or to the step he/she would have acquired had they not been laid off, whichever is greater.
3. In addition, if the employee accepts a layoff option to a position which is located
beyond a fifty (50) mile radius, the employee is placed on the layoff list for the classification at the previous permanent work location from which he/she was laid off.

L. **Project Employment**

1. Employees who accept project employment, as defined in Article 7.1.B.3, directly from permanent employee status, have the right to return to their prior position if the position remains vacant, funded, and in the same job classification and program.

2. If the position no longer exists, as identified in Section 1 above, employees have layoff options as outlined in this Article, with the exception of Sections F, and G.
ARTICLE 12
SENIORITY

12.1 SENIORITY

A. Seniority will consist of the employee’s total length of service, measured from the last period of unbroken service in positions in classified service.

B. Seniority will apply to all employees as provided by this Agreement.

C. For employees with established seniority dates at the time of the signing of this Agreement, those seniority dates will remain in effect.

D. Less than full-time employees’ seniority will be computed on a payroll hour basis. When less than full-time employees become full-time employees, their payroll hours will be pro-rated on a comparable basis to full-time employment.

E. Cyclic employees whose positions are less than twelve (12) months will not have their seniority date adjusted.

F. Ties in seniority will be broken by measuring the employee’s last continuous time within their classification. If the tie remains, seniority will be determined by measuring the employee’s last continuous time at the University. If the tie remains, seniority will be determined by measuring the employees’ total accumulated time with the state. If the tie remains, seniority will be determined by lot.

G. A permanent employee has the right to withdraw his/her resignation without loss of seniority provided that written notice of the withdrawal is received by the University within seventy-two (72) hours excluding Sunday and holidays after submitting the resignation.

H. Any leave of absence granted by the University or separations due to layoff will not be considered a break in service for the purpose of calculating seniority.

I. Time spent on the University layoff list will count for seniority purposes.

J. Time spent under the jurisdiction of the higher education personnel rules and under the jurisdiction of general government rules will be interchangeable.

K. For a permanent employee who has been suspended without pay for cause, seniority will not be denied for any period of suspension.

L. For a permanent employee who has been temporarily demoted for cause, seniority will not be denied for the period of demotion and will not be considered time out of classification for the determination of layoff tie.
ARTICLE 13
PRESUMPTION OF RESIGNATION

13.1 PREASSUMPTION OF RESIGNATION – UNAUTHORIZED ABSENCE
An employee may be presumed to have resigned his/her position when there has been an absence without authorized leave from the job for a period of three (3) consecutive working days. Thereafter, a notice of dismissal acknowledging the presumption of resignation will be sent by certified mail to the last known address of the employee. Within seven (7) days after the notice of dismissal has been mailed, the employee may petition the Appointing Authority in writing for reinstatement upon proof that the absence was involuntary or unavoidable.
ARTICLE 14
PERSONNEL RECORDS

14.1 PERSONNEL RECORDS

A. The University will determine the location of personnel records. There will be only one (1) official personnel file that will be located in Human Resource Services. Medical information will be kept separate and confidential.

B. An employee will be provided a copy of University initiated documents related to wages, hours, and working conditions (including performance) that are inserted into the personnel file.

C. Unless mutually agreed to by the University and the employee and his/her official Union representative, no material will be entered into the personnel file more than one (1) year after its creation.

D. Medical records will be kept in a separate and confidential file in accordance with state and federal law. Personnel, and other records containing personal information and/or information pertaining to the employee’s performance, including those electronically generated, will be maintained, accessed, and used only in the scope of official University business. An employee’s Social Security number will not be disclosed except as required to conduct official University business.

E. Supervisor files are those files kept by any management personnel in an employee’s direct line of supervision. These files are for the purpose of documenting an employee’s performance and on the job behaviors. Document(s) contained in these files will be destroyed no later than twelve (12) months following the date the document(s) was/were created.

F. An employee may arrange to examine his/her own personnel records and if done during the employee’s work hours, will be subject to prior supervisory approval. A reasonable effort will be made to release the employee as soon as possible. An official Union representative will be granted access to the personnel records upon written authorization from the employee. The employee and/or his/her official Union representative may not remove any contents. A record will be kept in the official personnel file of the names, dates, times and title of anyone who has
reviewed the file, other than Human Resources and Benefits Services personnel.

G. An employee or his/her official Union representative contesting information in the employee’s personnel records may insert rebuttal or refuting documentation.

H. An employee may submit information relating to his/her job skills, work performance, or related educational achievements to his/her supervisor.

I. Information in the personnel records relating to employee performance will be immediately removed and given to the employee in situations where the employee is exonerated, where the information is found to be false, or when legally ordered to do so.

J. Written corrective actions will, upon approval of the Appointing Authority, be removed from an employee’s personnel file after two (2) years if:
   1. Circumstances do not warrant a longer retention period. If circumstances warrant a longer retention period the University will provide written explanation to the Union and the employee, identifying the time frame of the longer retention period; and
   2. There has been no subsequent discipline; and
   3. The employee submits a written request for its removal.

K. Records of disciplinary actions will be considered a permanent part of the employee’s personnel file. However, after five (5) years without a reoccurrence of disciplinary action, an employee may submit a written request to the Appointing Authority, for disciplinary letter(s) and attachments to be removed from the personnel file. If circumstances do not warrant a longer retention period, the University will remove the documents and return them to the employee, if requested. If the request is denied the University will provide written explanation to the Union and the employee.

L. Upon the employee’s written request/release, the University will respond to employment verification inquiries.

M. The University may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or his/her designated representative.
ARTICLE 15
BENEFITS

15.1 BENEFITS
A. Health Care – health care premium dollars are negotiated separately and incorporated by reference herein.
B. Pre-tax Medical/Dental Expense and Premium Account – will be offered to employees on the same basis as offered to all other benefit eligible University employees.
C. Deferred Compensation – will be offered to employees on the same basis as offered to all other benefit eligible University employees.
D. Dependent Care Salary Reduction Plan – will be offered to employees on the same basis as offered to all other benefit eligible University employees.
E. Subject to operational requirements, Supervisors may adjust employee work schedules to facilitate non-work time participation in approved University wellness programs.

15.2 VOLUNTARY EMPLOYEE RETIREMENT BENEFIT ACCOUNTS – VEBA
A. The University will provide a post-retirement medical expense plan (VEBA) that provides for reimbursement of medical expenses to eligible individuals. Instead of cash-out of sick leave on a one (1) hour for four (4) hour basis at retirement, the University shall deposit equivalent funds in the medical expense plan.
B. VEBA will remain in effect unless ten percent (10%) of eligible employees request (in writing) not later than October 1, of any year, that the University conduct a vote to consider discontinuing VEBA.
C. If an employee dies prior to retirement, the employee’s estate will receive cash for his/her total sick leave balance on a one (1) hour for four (4) hour basis.

15.3 EMPLOYEE ASSISTANCE PROGRAM
The University will provide an Employee Assistance Program for all employees covered by this Agreement on the same basis as the program is provided for all other University employees.
15.4 CHILD CARE

The University will provide access to childcare on campus for all employees covered by this Agreement on the same basis as provided for all other University employees.

15.5 COMMUTE TRIP REDUCTION, PARKING, AND EMERGENCY RIDE HOME

The University will provide Commute Trip Reduction, Parking, and Emergency Ride Home programs for all employees covered by this Agreement on the same basis these programs are provided for all other University employees, per BPPM 80.87 Revised 2-06, Emergency Ride Home.
ARTICLE 16
HOLIDAYS

16.1 HOLIDAYS

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

**Holiday Schedule July 2017 – June 2019**

<table>
<thead>
<tr>
<th>Holiday</th>
<th>2017-2018</th>
<th>2018-2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independence Day</td>
<td>July 4, 2017</td>
<td>July 4, 2018</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Sept. 4, 2017</td>
<td>Sept. 3, 2018</td>
</tr>
<tr>
<td>Veterans Day</td>
<td>Nov. 10, 2017</td>
<td>Nov. 12, 2018</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Nov. 23, 2017</td>
<td>Nov. 22, 2018</td>
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<td>Native American Heritage Day</td>
<td>Nov. 24, 2017</td>
<td>Nov. 23, 2018</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>Dec. 25, 2017</td>
<td>Dec. 25, 2018</td>
</tr>
<tr>
<td>Christmas Holiday*</td>
<td>Dec. 26, 2017</td>
<td>Dec. 24, 2018</td>
</tr>
<tr>
<td>New Year’s Day</td>
<td>Jan. 1, 2018</td>
<td>Jan. 1, 2019</td>
</tr>
<tr>
<td>Martin Luther King Jr. Day</td>
<td>Jan. 15, 2018</td>
<td>Jan. 21, 2019</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>May 28, 2018</td>
<td>May 27, 2019</td>
</tr>
</tbody>
</table>

*in lieu of Presidents’ Day

B. Employees will be paid at a straight time rate even though they do not work based on the following:

1. Employees who work a Regular work schedule, as defined in Article 6.1.C.1, will receive eight (8) hours of pay.

2. Employees required by the University to work an Alternate work schedule, as defined in Article 6.1.C.2, will receive pay equivalent to the employee’s work shift. Employees working a voluntary Alternate work schedule will receive eight (8) hours pay and may take any combination of annual leave, earned compensatory time or leave without pay; or be allowed to change their schedule for the week to make up the hours.

3. Full-time, Nonscheduled employees, as defined in Article 6.1.C.3, will receive eight (8) hours pay.

C. Employees working less than full time will be paid on a pro-rated basis.

D. Permanent and probationary employees working twelve-month schedules or cyclic year position employees who work full monthly schedules through their work year will receive holiday pay if they were in pay status on the work day preceding the holiday.
E. Cyclic year position employees scheduled to work less than full monthly schedules throughout their work year qualify for holiday compensation if they work or are in pay status on their last regularly scheduled working day preceding the holiday(s) in that month.

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

G. When a holiday falls on the employee’s regularly scheduled day off, the employee will be paid holiday pay for the holiday. At the employee’s option, the employee may take an alternate date as the holiday the regular scheduled work day before the eligible holiday or within the next thirty (30) days following the scheduled holiday date. The alternate holiday date will be mutually agreed to by the employee and his/her supervisor, and will be taken on the employee’s regularly scheduled workday. If the employee, for any reason is unable to take the alternate date as the holiday, the employee will be paid holiday pay.

H. Employees working a night shift schedule that begins on one calendar day and ends on the next calendar day may select the shift that begins on the holiday day or the regular scheduled work shift that precedes the holiday as the holiday based on operational needs as determined by the University.

I. Employees who are required to work on a holiday will be paid at the overtime rate for hours worked in addition to the straight time pay in Section 16.1 above.

16.2 PERSONAL LEAVE DAY/PERSONAL HOLIDAY

A. Each employee may choose one (1) paid Personal Leave Day/Personal Holiday during each calendar year (January 1 – December 31) if the employee is expected to be employed for at least four (4) months.

B. Personal Leave Day/Personal Holiday pay will be paid at the employee’s straight time rate of pay.

C. The Personal Leave Day/Personal Holiday will be pro-rated for less than full time employees, based on the percentage of appointment for the month during which the Personal Leave Day/Personal Holiday is used.

D. The Personal Leave Day/Personal Holiday request will be made in writing to the employee’s supervisor no less than fourteen (14) days prior to date for which the
Personal Leave Day/Personal Holiday is requested. The employee’s supervisor may waive this requirement. The request to schedule the use of a Personal Leave Day/Personal Holiday will be made no later than November 1 of each calendar year. The University will issue a reminder of this requirement no later than October 10 of each year. The number of employees who take their Personal Leave Day/Personal Holiday at one time may be limited due to operational needs and/or due to staffing levels. If written approval or denial is not received within seven (7) days of the request, the request will be considered approved.

E. The Personal Leave Day/Personal Holiday may not be carried over to the next calendar year except when an eligible employee’s request to take his/her Personal Leave Day/Personal Holiday has been denied or canceled. The employee will attempt to reschedule his/her Personal Leave Day/Personal Holiday during the balance of the calendar year. If he/she is unable to reschedule the day, it will be carried over the next calendar year and used within the first sixty (60) days of the next calendar year.

F. An employee may be authorized to use increments of his/her Personal Leave Day/Personal Holiday for family member emergency care.

G. An employee may use his/her Personal Leave Day/Personal Holiday during a period of emergency closures/suspended operations. An employee must use Personal Leave Day/Personal Holiday time as a full day or shift.

H. Personal Leave Day/Personal Holiday: Upon request, an employee will be approved to use part or all of the Personal Leave Day/Personal Holiday for the following types of leave:
   - The care of family members as required by the Family Care Act, WAC 296-130;
   - Leave as required by the Military Family Leave Act, RCW 49.77;
   - Leave as required by the Domestic Violence Leave Act, RCW 49.76.

16.3 FAITH OR CONSCIENCE UNPAID HOLIDAY
A. Employees are entitled to two (2) unpaid holidays per calendar year for reasons of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.
B. An employee must give at least fourteen (14) calendar days' written notice to the supervisor when requesting these unpaid holidays. However, the employee and supervisor may agree upon a shorter time frame.

C. Employees will only be required to identify that the holiday request is for reasons of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

D. The holiday will be granted, unless the employee’s absence would impose an undue hardship on the University as defined by WAC 82-56 or the employee is necessary to maintain public safety. If an undue hardship exists, the supervisor will work with the employee to find an alternate date on which the employee can be released.
ARTICLE 17
ANNUAL LEAVE

17.1 ANNUAL LEAVE

A. Annual Leave Monthly Accrual Rate Schedule

1. The following are the annual leave accrual rates for full-time employees, and will be based on total years of state employment:

2. Annual leave accrual will be pro-rated for less than full time employees on the basis of the appointment.

3. Employees will retain, carry forward, and use any unused annual leave that was accrued prior to the effective date of this Agreement in accordance with the provisions of this Agreement.

4. An employee bringing annual leave from another state agency/higher education institution may use the previously accrued annual leave during the probationary or trial service period.

5. Annual leave credits of permanent status employees changing employment between higher education institutions, related boards or other state agencies will move with the employee.

<table>
<thead>
<tr>
<th>During Years</th>
<th>During Months</th>
<th>Hours/Month</th>
<th>Hours/Year</th>
<th>Days/Year</th>
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B. **Annual Leave Scheduling**

1. **Upon the completion of six (6) months of continuous employment, an employee may submit a request for annual leave.** Requests for annual leave must be submitted by the employee in writing in advance of the effective date.

2. **Annual Leave Bid Process:** Employees will submit written bids to their supervisor between the first and last work days in January of each year for annual leave requests. These bids will be for the annual leave calendar of March of the current year through February of the following year. By the end of the second full work week of February, the supervisor will review, resolve scheduling conflicts on the basis of seniority and post a listing of approved requests on work unit bulletin boards. The posted annual leave is considered to be approved. Employees on said listings will have priority regardless of the seniority of subsequent requesters.

3. **Requests for Annual Leave Outside a Bid Process:** Requests for annual leave outside the bid process may be submitted for leave requests for the current leave year. The process for approving this leave will not be in conflict with the annual leave bid process.
   a. The supervisor must approve or deny a written request for Annual Leave within ten (10) working days.
   b. In the event two (2) or more employees request the same annual leave period, and if the supervisor must limit the number of people taking leave, and if the supervisor approves leave, the most senior employee will be given preference. Previously approved leave will not be cancelled in order to grant leave to a senior employee, except for Section c below. The supervisor may deny leave or limit the number of employees who take annual leave at one time due to operational needs and/or staffing levels.
   c. In the event of a conflict of a previously established annual leave schedule because of a subsequent transfer or promotion, every effort will be made to honor all previously approved annual leave. If such
is not possible because of operational necessity and or staffing levels and the transfer is involuntary, the employee with the greater seniority shall be given preference. In the event of a voluntary transfer or promotion, the employee transferring or promoting will submit a new leave request.

2. **Annual Leave Changes:** Individual annual leave periods may be changed at any time by mutual agreement between the employee(s) concerned and supervision; however, in no case will an employee’s scheduled annual leave interfere with the necessary work of the organization, the determination of which will rest with supervision.

C. **Annual Leave Scheduling for All Employees:** Employees must have, or expect to have, sufficient annual leave balances when requesting to use annual leave. An employee is not entitled to use annual leave in advance of its accrual. Approved annual leave requests will be adjusted if the employee has not accrued sufficient annual leave by the time of the scheduled absence.

D. **Annual Leave Cancellation**

1. The University will make every effort to find alternatives to meet staffing needs without rescinding previously scheduled leave.

2. When circumstances require the presence of a particular employee who is scheduled for or on approved leave, the University may, as a last resort, cancel the authorized annual leave. The employee will be given priority for rescheduling the annual leave, but the leave request will not displace previously approved leave of other employees.

E. **Annual Leave Maximum:** Employees may accumulate maximum annual leave balances not to exceed two hundred and forty (240) hours. However, there are two methods which allow vacation leave to be accumulated above the maximum:

1. If an employee’s request for annual leave is denied by the University, then the maximum of thirty (30) working days’ accrual will be extended for each month that the leave is deferred, provided a statement of necessity justifying the denial is approved by Human Resource Services.
2. As an alternative to Subsection (1) of this Section, employees may also accumulate vacation leave in excess of thirty (30) days as follows:
   a. An employee may accumulate the vacation leave days between the time thirty (30) days is accrued and his/her anniversary date.
   b. Such accumulated leave will be used by the anniversary date and at a time convenient to the University. If such leave is not used prior to the employee’s anniversary date, such leave will be automatically extinguished and considered to have never existed.
   c. Such leave credit acquired and accumulated will never, regardless of circumstances, be deferred by the University by filing a statement of necessity as described in Subsection (1) of this Section.

F. **Annual Leave Utilization**
   1. Annual leave reporting will reflect the amount of time actually used.
   2. If the employee is called back to work while on annual leave, the employee’s annual leave balance will not be charged for hours worked and the employee will receive call back pay.
   3. When holidays occur during annual leave periods, the employee will receive holiday pay and annual leave will not be charged against the employee’s annual leave balance in accordance with Article 16.1.B.

G. **Annual Leave Cash Out:** Except as provided for in Section A.5 of this Article, permanent employees will be paid for all unused annual leave upon retirement, death, or separation from University service at the rate of one hundred percent (100%) of the employee’s salary at the time of retirement, death, or separation.

H. Should WAC 357-31 yield higher leave benefits, applicable to WSU non-represented civil service employees, than provided for in this, the University will follow the applicable WAC for employees covered by this Agreement.
ARTICLE 18
SICK LEAVE

18.1 SICK LEAVE

A. Sick Leave Accrual
   1. Full-time employees will accrue eight (8) hours per month of sick leave.
   2. Sick leave accrual will be pro-rated for less than full-time employees.
   3. An employee in a leave without pay status for more than ten (10) full days total in a calendar month will not accrue any sick leave for the month.

B. Sick Leave Uses: Accrued sick leave may be used only for:
   1. The employee’s own illness, injury or disability (including disability due to pregnancy or childbirth);
   2. The need to care for the employee’s family member with a health condition requiring treatment or supervision;
   3. Medical or dental appointments for the employee or his/her family member. The employee will make reasonable efforts to schedule such appointments at times so that they will not interfere with scheduled work days;
   4. The continuation of employee benefits i.e. medical insurance by allowing the use of eight (8) hours of sick leave per month during periods of leave of absence without pay;
   5. Supplementing workers compensation payments;
   6. Parental Leave as outlined in Article 21;
   7. Other circumstances when authorized by the Chief Human Resource Officer.

C. Sick Leave Utilization
   1. Sick leave reporting will reflect the amount of time actually used.
   2. Accrued annual leave may be used for sick leave purposes as defined in “B” immediately above subject to all provisions of this Article.

D. Sick Leave Reporting and Verification: An employee must notify his/her supervisor as soon as the employee becomes aware that he/she will be absent from or late arriving to work. Failure to notify the supervisor prior to the start of the
scheduled work shift will result in unauthorized leave without pay until the employee notifies his/her supervisor, at which time the unauthorized leave may be changed to authorized leave. The University may require a written medical certificate for any sick leave absence of more than three (3) work days.

E. **Sick Leave Annual Cash Out:** Each January, employees are eligible to receive cash on a one (1) hour for four (4) hour basis for ninety-six (96) hours or less of their accrued sick leave, if:

1. Their sick leave balance at the end of the previous calendar year exceeds four hundred and eighty (480) hours;
2. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and eighty (480) hours; and
3. They notify Human Resource Services by January 31st that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.
4. All hours converted will be deducted from the employee’s sick leave balance.

F. **Sick Leave - Former Employee:** Any former employee who is reemployed in a job classification covered under this Agreement within three (3) years of separation from the University will have their former sick leave balance restored.

G. Should WAC 357-31 yield higher leave benefits, applicable to WSU non-represented civil service employees, than provided for in this, the University will follow the applicable WAC for employees covered by this Agreement.
ARTICLE 19
LEAVE WITHOUT PAY

19.1 LEAVES OF ABSENCE WITHOUT PAY

A. Leaves of absence without pay will be considered for reasons listed below and except as otherwise provided for in this Agreement, will be administered in accordance with the provisions of this Article:

1. Maternity Disability Leave
2. Parental Leave
3. Disability Leave
4. Reasonable Accommodation
5. Layoff and Recall
6. Educational leave
7. Child and elder care emergencies
8. Governmental service leave
9. Conditions applicable for leave with pay

B. Leave without pay will be granted for the following reasons:

1. Family and Medical Leave
2. Compensable work-related injury or illness leave
3. Military Leave
4. Cyclic Employment
5. Volunteer Fire Fighting Leave – Emergencies
6. Domestic Violence Leave
7. Family Military Leave
8. Formal collective bargaining leave as authorized by RCW 41.80

C. Limitations

1. Leaves of absence without pay will be limited to twelve (12) months. The University will consider and may grant requests to extend such leave beyond a twelve (12) month period. Except as otherwise provided for in this Agreement, employees will use appropriate accrued paid leave balances including compensatory time prior to going into a leave of
absence without pay status as outlined in Section 19.1.A; the Chief Human Resource Officer may waive this requirement. However an employee granted a leave of absence without pay under the provisions of Family Medical Leave may use any combination of accrued leaves, compensatory time, and leave without pay to maintain University sponsored employee benefits during the period of leave of absence.

2. Employees will not earn sick leave or annual leave for any month in which leave of absence without pay exceeds ten (10) working days.

3. Leaves of absence without pay authorized for the following will not be deducted from an employee’s anniversatory date, periodic increment date, or seniority:
   a. leaves of absence without pay of ten (10) working days or less;
   b. compensable work-related injury or illness leave;
   c. military leave;
   d. to reduce the effects of a layoff, provided the employee is returned within one (1) year following the date of layoff;
   e. to participate in collective bargaining contract negotiations; or
   f. to perform Union representational duties.

4. Except as otherwise provided for in this Agreement, requests for leaves of absence without pay will not be granted for less than two (2) hours.

D. Requests for Leaves of Absence Without Pay

1. Requests will be made in writing by the employee fourteen (14) days in advance of the leave, unless precluded by emergency conditions or otherwise provided for in this Agreement. The employee’s supervisor may waive this requirement. The request will include the beginning and ending date and the purpose of the leave. The University will provide the employee a written approval or denial within five (5) days after the request is received. If denied, the reason(s) will be included.

2. Requests to extend the leave without pay period beyond the initial approved ending date will be submitted fourteen (14) days prior to the initial approved ending date or as soon as the employee becomes aware of the need to
request additional leave without pay, whichever occurs first. The University will provide the employee a written approval or denial within five (5) days after the request is received. If denied, the reason(s) will be included.

E. **Return from Leaves of Absence Without Pay:** Employees returning from authorized leaves of absence without pay will be re-employed in the same position or in an available position in the same job classification, as determined by the University, provided that there is an open position available and if provided that such re-employment is not in conflict with other Articles in this Agreement. If there is no open position available and if such re-employment is not in conflict with other Articles in this Agreement, the layoff provisions of this Agreement shall apply.

F. **Compensable Work-Related Injury or Illness Leave:** An employee who sustains a work-related illness or injury that is compensable under the state workers’ compensation law may select time-loss compensation or Loss of Earning Power (LEP) compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave during a period in which they receive time-loss or LEP compensation will receive sick leave pay for the number of hours used in addition to any time-loss or LEP payments. Employees who take annual leave during a period in which they receive time-loss or LEP compensation will receive annual leave pay for the number of hours used in addition to any time-loss or LEP payments. Leave for a work-related injury, covered by workers’ compensation will run concurrently with the Family Medical Leave Act.
ARTICLE 20
SHARED LEAVE

20.1 SHARED LEAVE

A. Eligibility: An employee is able to request participation in the shared leave program when he/she is entitled to accrued sick/annual leave.

1. An employee may receive shared leave if he/she suffers from, or has a relative or household member suffering from, a severe illness, injury, impairment, or physical or mental condition which is of an extraordinary, extreme or life threatening.

2. An employee who has been called to active duty to serve in the uniform services.

3. An employee who has been a victim of domestic violence, sexual assault or stalking.

4. A state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has needed skills to assist in responding to the emergency or its aftermath and volunteers his/her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services.

5. The severe illness, injury, impairment, condition, consequence of domestic violence, sexual assault, or stalking, or the call to military service or emergency volunteer service has caused, or is likely to cause, the employee to go on leave without pay status or terminate state employment.

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

7. The employee has depleted or will shortly deplete his/her leave balances.

B. Ineligible: An employee for whom time loss compensation from the State Department of Labor and Industries has been allowed.

C. Use of Other Leave: An employee must use all accrued sick leave and annual leave and Personal Leave Day/Personal Holiday before being eligible to use shared
leave.

D. **Maximum Hours Received:** An employee may receive up to a total of 261 days (2088 hours) of shared leave per RCW 41.04.665.

E. **Approval Procedure**

1. To request approval to receive shared leave hours, an employee or their representative must submit the following documentation to Human Resource Services:
   a. Application to Receive Shared Leave, and
   b. Physician’s statement from the employee’s physician or, in the case of the uniformed services, their military orders, and
   c. Photocopy of the employee’s latest Time/Leave Report

2. If the employee is incapacitated or is unavailable due to a call to service in the uniformed services, the employee’s representative may complete and submit the documentation.

F. **Donating Leave**

1. An employee who accrues annual leave and/or sick leave and/or personal holidays may donate a minimum of one (1) hour to an approved shared leave recipient.

2. All donations of leave must be to a specific person.

3. The donor completes and submits a Donation of Shared Leave Hours form.

4. The donor also submits a copy of their most recent Time/Leave Report.

5. Employees voluntarily elect to donate leave and do so with the understanding that donated leave will not be returned, except for any portion not used by the recipient under Section L of this Article.

G. **Donating Annual Leave**

1. The donor must retain an annual leave balance of at least eighty (80) hours at the time the donation is processed.

2. An employee may not donate annual leave hours that would otherwise be lost on the next anniversary date.

3. Minimum annual leave balances are pro-rated for employees working less than full time based upon the percent of the FTE.
H. **Donating Sick Leave:** The donor employee must retain a minimum of one hundred seventy-six (176) hours of sick leave after the transfer.

I. **Donating Personal Holiday:** An employee may donate an accrued personal holiday in full or in part (personal holiday hours must be donated as full hours only; partial-hour donations are not permitted).

J. **Return to Work:** Shared leave may be used in accordance with a doctor’s statement outlining a return to work program. Shared leave may be used until exhausted or the employee returns to a full time work schedule whichever occurs first. Shared leave, on an intermittent basis, may be allowed in exceptional circumstances as determined by Human Resource Services when documentation submitted by the employee’s treating health care provider supports such a need.

K. **Shared Leave Administration**
   1. Employees using shared leave will be considered in active pay status and will receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using annual leave or sick leave.
   2. The receiving employee will be paid his/her regular rate of pay; therefore, the value of one (1) hour of donated shared leave may cover more or less than one (1) hour of the recipient’s salary.
   3. The University will respect an employee’s right to privacy. However, upon approval for shared leave, and if the employee so requests, the University will inform the University community of the employee’s eligibility for shared leave.
   4. Human Resource Services will notify the requesting employee in writing of the decision to approve or deny shared leave including the process for appeal. If an employee disagrees with the decision, that employee may appeal the decision to the Chief Human Resource Officer.

L. If authorized by the employee, the University’s Human Resources Services Department will notify the WSU community by electronic announcement of approved shared leave requests.
M. **Return of Unused Shared Leave**
   1. Any shared leave not used by the recipient will be returned to the donor(s).
   2. The remaining shared leave is to be divided on a pro rata basis among the donors and reinstated to the respective donors’ appropriate leave balances based upon each employee’s current salary rate at the time of the reversion. The shared leave returned will be prorated back based on the donor’s original donation.

N. Should WAC 357-31 yield higher leave benefits, applicable to WSU non-represented civil service employees, than provided for in this, the University will follow the applicable WAC for employees covered by this Agreement.
ARTICLE 21
OTHER LEAVE

21.1 LEAVE FOR LIFE GIVING PROCEDURES
A. Employees are eligible for paid leave for the sole purpose of participating in life-giving procedures.

B. Paid leave for participation in life-giving procedures:
   1. Is not to exceed five (5) days in a two-year period;
   2. Is not charged against sick leave or annual leave; and
   3. Does not require the use of leave without pay.

C. A life-giving procedure is defined as a medically-supervised procedure involving the testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments.

D. Employees must provide reasonable advance notice of a desire to take paid leave time to participate in life-giving procedures. Supervisors may take into account program implementation and staffing replacement requirements in determining whether or not to grant such leave time.

E. In order to be credited with organ/blood donation leave time, an employee must provide written proof from an accredited medical institution, physician or other medical professional that the employee participated in a life-giving procedure.

F. Employees may additionally use any accrued paid leave (s) for the purpose of donating organs, fluids (including blood) tissues and other human body components.

G. This Article does not create any entitlement or other right which may be converted to cash, other compensation, or any other benefit.

21.2 CIVIL LEAVE
A. The University will grant an employee a leave of absence with pay to serve on jury duty, or for other subpoenaed civil duties. The University will not interrupt the employee’s pay, benefits, or accruals during the time the employee is on civil leave. Employees whose work shift is other than that of the forum to which they are
subpoenaed, will have their work hours changed to coincide with the hours of the
forum to which they are called for the duration of their granted leave of absence.

B. If employees are released from Jury Duty with more than two (2) hours of work
remaining during that day's shift, they may be required to return to work.

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

D. The University will grant a leave of absence with pay for the employee to respond
to a subpoena when

1. The employee has been subpoenaed on the employer's behalf; or
2. The subpoena is for a legal proceeding which is unrelated to the personal or
   financial matters of the employee; or
3. For a ULP hearing the duration of leave will be from the employee’s
   appearance time noted on the subpoena through their completed testimony.

   The supervisor may approve up to fifteen (15) minutes travel time, as
   necessary, before and after the hearing, between the worksite and ULP
   hearing. If the employee is called related to rebuttal in a ULP release is
   authorized as noted above upon receipt of a subpoena. Participation in the
   hearing will not result in overtime.

21.3 BEREAVEMENT LEAVE

A. The employee’s supervisor shall grant bereavement leave of up to three (3) days to
   an employee for the death of a member of the employee’s family or household.

B. The employee must be in paid status on the employee’s regular scheduled work day
   immediately preceding the commencement of bereavement leave in order to receive
   bereavement leave.

C. Upon request, the supervisor may approve additional leave for each death in an
   employee’s family or household to be charged against the employee’s available
   paid leave balance.

D. For purposes of this Section a family member is defined as parent, step-parent,
   sister, brother, parent-in-law, spouse, state registered domestic partner as defined
   by RCW 26.60.020 or RCW 26.60.030, grandparents, grandchild, and
   minor/dependent child and child. A household member is defined as persons who
reside in the same household who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.

E. In exceptional circumstances, a paid absence may be appropriate for mourning the death of a person whose relationship is not defined in the above statement, but whose impact is comparable to that of an immediate family member. The employee’s supervisor and the Appointing Authority must approve requests for such leave.

21.4 EMERGENCY CHILD CARE
A. An emergency is a situation or circumstance which results in an employee's inability to report for or continue scheduled work because of emergency child care requirements, such as: unexpected absence of regular care provider, unexpected closure of the child's school, or unexpected need to pick up child at school earlier than normal.

B. The employee’s supervisor may approve the use of annual leave, sick leave, Personal Leave Day, or leave without pay for emergency child care as follows:
1. **Sick Leave:** Emergency child care may not exceed three sick leave days in any calendar year, unless extended by the Chief Human Resource Officer.
2. **Annual Leave**
   a. Emergency child care may not exceed three annual leave days in any calendar year.
   b. An employee is not required to request prior approval if annual leave is used for emergency child care.
3. **Personal Leave Day:** Employees may use their Personal Leave Day for emergency child care. An employee may be authorized to use increments of less than eight (8) hours of his/her Personal Leave Day for emergency child care.

21.5 MILITARY LEAVE
The University will provide military leave for all employees covered by this Agreement in accordance with state and federal law, as follows:
A. Employees will be granted paid military leave for service in the uniformed services
upon presentation of military orders to the University.

B. Military leave may not exceed twenty-one (21) work days during each year beginning October 1 and ending the following September 30. Such military leaves of absence will be in addition to any other paid leave to which the employee might otherwise be entitled.

C. Scheduled days off are not counted in the twenty-one (21) days when they occur within the leave period.

D. If military leave exceeds twenty-one (21) days, the employee must use accrued leave (excluding sick leave) or leave without pay.

E. Employees are not charged leave for time used for a physical examination to determine fitness for military service.

F. During a period of military conflict, an employee whose spouse is in the military may take up to fifteen (15) days of accrued paid or unpaid leave to be with the military spouse when there is notice of an impending call, order to active duty or when the military spouse is on leave from deployment. An employee who seeks to take leave must provide the University with notice, within five (5) work days of receiving official notice of an impending call or order to active duty or of a leave from deployment, of the employee's intention to take leave.

21.6 MATERNITY DISABILITY LEAVE AND PARENTAL LEAVE

A. Maternity Disability Leave

1. Pregnant women are eligible for any disability and medical benefits available to other employees with non-job-related disabilities.

2. Ordinarily, maternity disability leave is six weeks or less and may be extended upon request. An employee may use a combination of sick leave, annual leave, Personal Leave Day/Personal Holiday, compensatory time, and/or leave without pay for the period of disability resulting from pregnancy. The choice of leave will be at the employee’s option when eligible for Family Medical Leave. The employee will not be required to use all paid leave prior to using leave without pay. An employee may use one day of paid leave as determined by the supervisor for each month to maintain benefits. The day selected should be in the first pay period of the
month, if possible. The day may not be a day before a University holiday which would make the employee eligible for the holiday pay.

B. **Parental Leave**

1. An eligible employee may request up to six months of parental leave for the birth and care of the employee's newborn child or the placement of a child with the employee for adoption or foster care. Parental leave may include a combination of annual leave, personal holiday, compensatory time, sick leave, and/or leave without pay at the employee’s option.

2. Parental leave must be taken during the first year following the child's birth or placement of the minor/dependent child with the employee for adoption or foster care.

3. An employee may use one day of paid leave as determined by Human Resource Services and/or Payroll for each month to maintain benefits. The day selected should be in the first pay period of the month, if possible. The day may not be a day before a University holiday which would make the employee eligible for the holiday pay.

4. If parental leave is in addition to a maternity disability leave, the parental leave must immediately follow the maternity disability leave.

C. **Leave Request**

1. The employee will provide notice to the University that includes the anticipated dates of absence and the type of leave the employee wishes to use during the absence. When the request for leave is for medical reasons, the employee will also provide a doctor’s statement to the University.

2. The University will respond to the request for leave within ten (10) days. Requests for medical reasons will be expedited and approved as soon as possible.

3. If the request is denied, the employee will receive written notice, which includes a description of the operational necessity and procedures for the employee to appeal the denial.

4. The employee will have the right to appeal denial of the leave request. The appeal must be submitted within seven (7) days to the Chief Human
Resource Officer. The Chief Human Resource Officer will review the appeal and will have the authority to overturn the denial. The employee will be allowed representation for preparing and presenting the appeal.

21.7 FAMILY MEDICAL LEAVE

A. The University will provide Family Medical Leave for all employees covered by this Agreement on the same basis as the program is provided for all other University employees, except as otherwise provided for in this Section.

B. No employee will be required to use paid leave for Family Medical Leave absence for which the employee does not request to receive such pay.

C. Employees taking Family Medical Leave will be allowed to take such leave on an intermittent or reduced-schedule basis when the medical documentation supports such schedule.

D. Employees returning from Family Medical Leave will return to the same position in which the employee was incumbent prior to the commencement of the leave.

E. An eligible employee may take Family Medical Leave for illness or injuries related to active military duty.

F. An employee may take Family Medical Leave to care for a family member with a serious illness or injury incurred in the line of active duty. An eligible employee may request up to twenty-six (26) weeks of Family Medical Leave. Allowed individuals include a spouse, son, daughter, parent of a child of any age, or next of kin of a covered service member who is suffering from a serious injury or illness arising from injuries incurred in the line of duty in the armed forces of the United States. For Family Medical Leave purposes, the term "next of kin" is defined as the nearest blood relative of the ill or injured individual.

G. Information regarding Family Medical Leave will be made available on the Human Resource Services website.

21.8 LEAVE FOR DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING

An employee is allowed to take accrued paid leave or unpaid leave, including Shared Leave if the employee or the employee’s family member is a victim of domestic violence, sexual assault or stalking. For the purpose of this leave family member is defined by RCW 49.76.020 as parent, parent-in-law, spouse, grandparent and minor/dependent child and
child or a person with whom the employee has a dating relationship, as defined by RCW 26.50.010. The University may require verification from the employee requesting leave in accordance with RCW 49.76.

21.9 DISABILITY LEAVE

A. Permanent employees will be granted disability leave up to one (1) year when they are precluded from performing their job duties because of a disability or illness as a Reasonable Accommodation per Article 22, unless the University, based on appropriate Health Care Provider information, determines the employee is unable to perform the essential functions of his/her position due to a mental, sensory or physical disability, which cannot be reasonably accommodated.

B. Employees taking disability leave may use any combination of Family Medical Leave, sick leave, annual leave, Personal Leave Day/Personal Holiday, or compensatory time in accordance with the appropriate leave articles, upon approval of the University based on the employee’s written request and appropriate Health Care Provider information. Once other leaves have been exhausted employees may request to use leave without pay. Family Medical Leave will run concurrently with the disability leave and is not additive.

C. Employees may retain and use paid leave balances including compensatory time sufficient to maintain University sponsored employee benefits.

21.10 Should WAC 357-31 yield higher leave benefits, applicable to WSU non-represented civil service employees, than provided for in this, the University will follow the applicable WAC for employees covered by this Agreement.
ARTICLE 22
REASONABLE ACCOMMODATION

22.1 REASONABLE ACCOMMODATION

A. **Compliance:** The University, the Union, and employees will comply with relevant federal and state laws and regulations in providing reasonable accommodations to qualified individuals with disabilities.

B. **Disability Definition:** Presence of a sensory, mental, or physical impairment that: is medically cognizable or diagnosable; or exists as a record or history; or is perceived to exist whether or not it exists in fact.

A disability exists whether it is temporary or permanent, common or uncommon, mitigated or unmitigated, or whether or not it limits the ability to work generally or work at a particular job or whether or not it limits any other activity within the scope of this chapter. For purposes of this definition, "impairment" includes, but is not limited to: any physiological disorder, or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitor-urinary, hemic and lymphatic, skin, and endocrine; or any mental, developmental, traumatic, or psychological disorder, including but not limited to cognitive limitation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

Only for the purposes of qualifying for reasonable accommodation in employment, an impairment must be known or shown through an interactive process to exist in fact and: the impairment must have a substantially limiting effect upon the individual's ability to perform his/her job, the individual's ability to apply or be considered for a job, or the individual's access to equal benefits, privileges, or terms or conditions of employment; or the employee must have put the employer on notice of the existence of an impairment, and medical documentation must establish a reasonable likelihood that engaging in job functions without an accommodation would aggravate the impairment to the extent that it would create a substantially
limiting effect. A limitation is not substantial if it has only a trivial effect.

C. **Requests for Accommodation:** An employee who believes that he/she suffers a disability and requires a reasonable accommodation to perform the essential functions of his/her position may request such an accommodation from the University’s Human Resource Services department. Employees requesting accommodation must cooperate with the University in discussing the need for and possible form of any accommodation. The employee must provide supporting medical documentation with any request for accommodation if requested by the University. The University may require the employee to obtain a second medical opinion at University expense. Medical information disclosed to the University will be kept confidential, in a file separate from the employee’s personnel file, and disclosed only on a need-to-know basis.

D. **Determinations Regarding Accommodations:** The University will determine whether an employee is eligible for a reasonable accommodation, and the accommodation, if any, to be provided.

E. **Disability Separation:** Prior to issuing a notice of disability separation, the University will review the essential functions of the position description to ensure accuracy. If the University determines that an employee is unable to perform the essential functions of the employee’s position due to a disability that cannot be reasonably accommodated, the employee will be separated from service due to disability. Prior to any final decision regarding a disability separation, the University will notify the employee of its determination at least sixty (60) days prior to the proposed effective date of the separation, and provide the employee with an opportunity to discuss that determination. Disability separation is not a disciplinary action.

F. **Complaint/Grievance:** Nothing herein will interfere with an employee’s right to file a grievance under Article 29, Grievance and Arbitration, or a complaint with the Washington State Human Rights Commission or the Equal Employment Opportunity Commission.

G. **Return to Work**

1. If, within three (3) years of the disability separation, an individual submits
a written notice from his/her medical practitioner that he/she is able to return to work, the individual’s name will be placed on the Layoff list for the classification from which the individual was separated. Nothing herein will preclude an individual who has been disability separated from applying for any University position for which he/she meets the minimum qualifications.

2. If an employee is rehired within two (2) years of a disability separation:
   a. The employee’s seniority, anniversary, and periodic increment date will be restored.
   b. The employee will serve a six (6) month probationary period.
   c. Upon successful completion of the probationary period, the time between separation and re-employment will be treated as leave without pay and will not be considered a break in service.

3. If an employee is rehired within three (3) years of a disability separation, any unused sick leave will be restored.
ARTICLE 23
EMPLOYEE DEVELOPMENT

23.1 EMPLOYEE TRAINING/DEVELOPMENT AND EDUCATIONAL BENEFITS

A. Employee Training/Development

1. The University will maintain a record of all employee training.

2. Subject to supervisory approval, the University will:
   a. Grant ninety-six (96) hours of paid release time per fiscal year for in-service programs offered through the University, e.g. Human Resource Services, Environmental Health and Safety, Information Technology Services. The Certification training on Leadership/Management, Supervisory functions, Financial and Communication tracks will be offered to employees covered by this Agreement on the same basis as all other University employees.
   b. Allow employees covered by this Agreement to participate in University career counseling and assistance programs on work time and on the same basis as all other University employees.

3. Any training for which paid release time is granted will be considered time worked.

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

B. Licenses/Certifications

1. Pre-employment licenses and certifications will be at the employee’s expense and on their own time. Any licenses and certifications necessary to meet the minimum qualifications of the position will be obtained at the employee’s expense and on their own time.

2. Employees who are required by the University to have licenses and certifications beyond that necessary to accomplish the minimum
qualifications for their position, will acquire and maintain all such licenses and certifications at the University’s expense.

3. Any loss of license(s) or certification(s) required to perform the employee’s duties will be reported to the employee’s supervisor not later than the first work day following the loss or as soon as is practicable.

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

C. Educational Benefits

1. The University will provide a Tuition Fee Waiver Program for all employees covered by this Agreement on the same basis as the program is provided for all other University employees.

2. The University will review requests for schedule changes in accordance with Article 6.1.D in support of employee’s utilizing the Tuition Fee Waiver Program. If a schedule request is denied, the University will provide the business reason for denying the schedule change in writing to the employee.

3. The University will provide a Summer Educational Benefits Program for all employees covered by this Agreement on the same basis as the program is provided for all other University employees.

4. Leave and/or leave without pay for educational purposes may be granted in accordance with the applicable provisions of this Agreement.
ARTICLE 24
COMPENSATION

24.1 WAGE SCALES
A. Effective July 1, 2017, all salary ranges for classified employees covered by this Agreement will be increased by two (2%) percent.
B. Effective July 1, 2018, all salary ranges for classified employees covered by this Agreement will be increased by one (1%) percent.
C. Employees who have been at Step L for six (6) consecutive years in the same salary range or more will progress to Step M.
D. Should the General Services Salary Schedule yield a higher overall salary schedule compensation plan for the 2017-2019 Contract term, than what is reflected in Article 24.1.A and 24.1.B, the University agrees to follow the General Services Salary Schedule.
E. Except as otherwise set, salary ranges for each Job Classification are identified in the Office of Financial Management State HR Classified Job Listing.
F. Should salary ranges assigned to job classifications for non-represented employees adjust upwards as set by The Office of Financial Management Human Resources, those job classifications covered by this Agreement will adjust equally.

24.2 SALARY MOVEMENT
A. Except as specified below, on an employee’s periodic increment dates he/she will receive a two (2) step increase within the assigned salary range until such time as he/she reaches Step L.
B. Transfer: When an employee transfers from one position to another position in the same or different classification at the same salary range, he/she will retain his/her step in the salary range.
C. Promotion: When an employee moves to a position in a classification with a higher salary range, he/she will be placed at either the starting step of the new range or the step which provides a minimum of a two (2) step increase, whichever is higher, not to exceed Step M of the new range.
D. Demotion
1. When an employee is demoted to a position in a classification with a lower salary range he/she will be placed at the same step in the new range on a step-for-step basis not to exceed Step L.

2. When an employee voluntarily demotes to a position in a classification with a lower salary range, he/she will receive credit for all continuous employment in the higher range in determining the step in the lower salary range in which the employee will be placed at a salary equal to his/her previous base salary range. If the previous base salary exceeds the new range, the employee’s base salary will be set at Step L.

E. **Reversion**: When an employee voluntarily or involuntarily returns to the classification in which he/she most recently held permanent status, or when he/she moves to a classification in the same or lower salary range, the salary the employee was receiving prior to promotion will be reinstated.

F. **Elevation**: When an employee is promoted to a higher classification in which the employee previously held permanent status, he/she will be placed either at the starting step of the new range or the step which provides a minimum of a two (2) step increase, whichever is higher, not to exceed Step M of the new range.

G. **Temporary Upgrade**

1. When the University assigns an employee to a position in a classification with a higher salary range for a period of fourteen (14) days or more, he/she will be placed (for the full duration of the assignment) at either the starting step of the range or the step which provides a minimum of a two (2) step increase, whichever is higher, not to exceed Step M of the new range.

2. **Bargaining Unit 13 Lead Workers**: The employee will be paid for the duration of his/her assignment in accordance with Article 7.1.1.2, at the starting step of the new salary range or the step which provides a minimum of a two (2) step increase, whichever is higher not to exceed Step M of the new range.

3. The University will not rotate employees in and out of assignments for the sole purpose of avoiding payment of the higher-level pay. However the University may use rotating assignments for the purpose of employee
development or operational necessity.

H. **Reallocation**

1. Reallocation to a classification with a higher salary range maximum will result in a minimum increase of two (2) steps not to exceed Step M, unless the first step of the new range is more than two (2) steps above employee's current salary in which case the employee is placed at the first step of the new range. The Appointing Authority may request, to Human Resource Services, the employee’s salary be established at a higher step based on the individual's qualifications and experience.

2. Reallocation to a classification with an equal salary range maximum will result in the employee retaining his/her previous base salary.

3. Reallocation to a classification with a lower salary range maximum will result in the employee being placed at the step in the new range that is equivalent to the current salary unless it exceeds the salary maximum, in which case the employee receives the top step of the new range. If the employee chooses to remain in the position with the lower salary range maximum the employee retains the existing appointment status. Upon request by the employee, the employee will be placed on the University’s layoff list for the classification occupied prior to the reallocation and may elect to undergo the layoff process.

4. **Recruitment and Retention:** An Appointing Authority may request to the Chief Human Resource Officer to adjust an employee’s base salary up to Step L within the salary range to address issues that are related to recruitment, retention, or other business related reasons, such as equity, alignment, or competitive market conditions.

24.3 **PREMIUM PAY**

A. **Shift Differential:** When the University assigns an employee to a work shift in which the majority of time is worked on a daily basis between 6 PM and 6 AM, the employee will be paid shift differential for all hours worked. The shift differential is sixty-five cents ($0.65) per hour or one hundred thirteen dollars and ten cents ($113.10) per month.
B. **Call-Back**

1. An employee reporting for work at the University’s request which is not scheduled in advance and which is outside of and not contiguous with their regular work period, shall be guaranteed two (2) hours call-back pay at their regular non-overtime hourly rate, which shall not be used for purposes of calculating overtime. In addition, the employee shall be paid for actual time worked at the appropriate rate of pay.

2. Employees possessing the necessary knowledge, skills and abilities to perform the required work will be called in order of seniority excluding those employees who are in a leave status including compensatory time off during that work day.

3. Employees shall be expected to respond as directed by the University.

C. **Standby:** An overtime-eligible employee is in standby status while waiting to be engaged to work by the University when the following conditions exist:

1. The employee is required to be present at a specified location or immediately available to be contacted. The location may be the employee’s home or other specified location.

2. The University requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.

3. Standby status will not be concurrent with work time. An employee on standby status called to return to work does not qualify for call-back pay. The employee shall be paid for actual time worked at the appropriate rate of pay.

4. Employees on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status.

5. **Bargaining Unit 13 employees only:** An employee who is called back to work by the University will be guaranteed two (2) hours call back time pay at the base rate, which will not be used for purposes of calculating overtime and will be paid for actual time worked at the appropriate rate of pay. Standby status will cease upon arrival at the worksite and resume standby status upon departure from the worksite.
D. **Hazardous Conditions Pay:** Hazardous conditions pay is a premium added to the base salary and is intended to be used only as long as the hazardous conditions upon which it is based are in effect. The supervisor must approve in advance the assignment of tasks for which hazardous conditions pay would apply.

1. Hazardous conditions pay does not apply to tasks normally expected for the employee’s assigned job class.
2. Tasks that are eligible for Hazardous Conditions Pay are defined in BPPM 60.28.
3. The salary premium for hazardous conditions is one dollar ($1.00) per hour with a two (2) hour minimum per event.
4. The University will provide necessary training prior to assigning these tasks to employees.

**24.4 FUNDING**

The University will request full funding from the State for any bargaining units added under the provisions of Article 5.1.B. All economic items (wages and benefits) must be funded by the State prior to those terms and conditions being implemented.

**24.5 RELLOCATION COMPENSATION**

The University may authorize relocation compensation or reimbursement for moving expenses in accordance with RCW 43.03.110, RCW 43.03.120 and/or RCW 43.03.125.

**24.6 SALARY OVERPAYMENT**

In the event an employee receives a salary overpayment the process outlined in RCW 49.48.200 and RCW 49.48.210 (10) will be used to administer the recovery of wages or any associated challenge.
ARTICLE 25
UNIVERSITY COMMITTEES

25.1 UNIVERSITY COMMITTEES

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

Employees who are assigned or selected to participate on University Committees, upon approval from their department, may do so. Time spent at committee meetings will be considered time worked.
ARTICLE 26
PARKING

26.1 PARKING
A. The University will provide parking programs for all employees covered by this Agreement on the same basis these programs are provided for all other University employees.

B. University Transportation Task Force: A represented employee will serve on the University Transportation Task force.
   1. Employees will elect a represented employee to a one-year term. The Union will notify the Labor Relations Officer of the elected representative by July 1 of each year.
   2. Attendance at the University Transportation Task force meetings will be considered time worked.
ARTICLE 27
UNIVERSITY CLOSURES/INCLEMENT WEATHER

27.1 EMERGENCY CLOSURES/SUSPENDED OPERATIONS

A. Emergencies forcing either a limited campus closure or a declaration of suspended operations may occur at any time and may affect all or part of the workday.

B. Employees who do not receive prior notification of suspended operations and who report for work but are released until operations resume will receive credit for a minimum of eight (8) hours of work for the first day.

C. **Inclement Weather:** Employees who do not work due to inclement weather have the following options to account for hours not worked:
   1. Using any accrued compensatory time.
   2. Using annual leave.
   3. Using Personal Leave Day/Personal Holiday. An employee must use Personal Leave Day/Personal Holiday as a full day or shift.

D. **Suspended Operations:** Employees who do not work during suspended operations have the following options to account for hours not worked:
   1. Using any accrued compensatory time.
   2. Using annual leave.
   3. Using Personal Leave Day/Personal Holiday. An employee must use Personal Leave Day/Personal Holiday time as a full day or shift.
   5. Requesting makeup time for hours lost as a result of the suspended operations.
      a. Employees must request makeup time within fifteen (15) calendar days after operations resume.
      b. Reasonable work must exist and the supervisor must approve the request to work. The time must be made up within ninety (90) calendar days after operations resume.
      c. The supervisor schedules extra hours at times most convenient for
the work of the department and, whenever possible, most convenient for the employee.

E. When operationally practical, the most senior employee(s) by classification will be selected to work if they are providing essential services and possess the required skills to address the emergency situation.
ARTICLE 28
UNION/MANAGEMENT MEETINGS

28.1 SCOPE OF AUTHORITY
A. Union/management meetings established under this Article are for the purpose of discussing the administration and/or interpretation of this Agreement.
B. No individual group, committee, or council shall have authority to conduct any negotiations, bargain collectively, or modify any provisions of this Agreement. Activities and discussions conducted in accordance with this Article shall not be subject to the grievance procedure, nor be used as a venue to advance any grievance.
C. Nothing in the Section shall preclude discussions between University and official Union Representatives of matters appropriate for resolution and/or discussion at the appropriate organizational level. Such discussions shall be considered time worked.

28.2 UNIVERSITY UNION/MANAGEMENT COUNCIL
A. The Council will be composed of one (1) employee representative from each bargaining unit, a WFSE Representative, and up to an equivalent number of University representatives. The University and the Union will be responsible for the selection of their own representatives. The Parties may designate individuals to serve as alternates as necessary.
B. A University representative, with the authority to act on behalf of the University, will chair the meeting.
C. The Union and the University may designate appropriate resource person(s) who may be in attendance at meetings to act as advisor(s).
D. Council meetings will be conducted four (4) times per year and will be convened within twenty-one (21) days after the request is made. Additional meetings may be scheduled upon mutual agreement of the Parties. Not less than seven (7) working days prior to convening a council meeting, the WFSE Representative and the University’s Labor Relations Officer shall mutually agree to the following items:
1. The date, time, and location of the council meeting;
2. The agenda items, which will consist of items that are of group rather than
individual concern shall be distributed to attendees at least five (5) days prior to the council meeting; and

3. The attendees.

E. The University will be responsible for taking/distributing summary minutes for each meeting. Minutes will be reviewed, corrected and approved by the committee prior to the University distributing the final minutes. Copies of the minutes will be posted on the Human Resource Services, Labor Relations website.

F. The University’s Labor Relations Officer will notify the supervisors of the employee representatives and resource person(s) regarding the release, date, time, and location of the meeting.

G. Employees shall be provided paid release time while in attendance at the council provided that the meeting occurs within the employee’s regularly scheduled shift. For purposes of calculating overtime, attendance at the meetings shall be considered time worked. Travel expenses for employee representatives and Union-requested resource persons will be borne by the Union. However, the meeting will be held at a location nearest to the majority of employee representatives identified to attend the meeting.

H. If the Parties determine a clarification regarding the administration and/or interpretation of this Agreement is necessary, the Parties may jointly develop and issue a Memorandum of Understanding (MOU).

28.3 AVAILABILITY OF PARTIES

A. At the individual bargaining unit level, the University or the Union may request to meet concerning the administration and/or the interpretation of this Agreement.

1. If the Union requests to meet with the University, said request shall be submitted to the University’s Labor Relations Officer.

2. If the University requests to meet with the Union, said request shall be submitted to the WFSE Representative.

B. The request to meet shall

1. Be in writing;

2. Identify the specific purpose and the agenda items for the requested meeting;
3. Identify the proposed attendees; and
4. Propose a date and time for the meeting.

C. Within seven (7) working days prior to convening a meeting, the WFSE Representative and the University’s Labor Relations Officer shall mutually agree to the following items:
1. The date, time, and location of the meeting;
2. The agenda items, which shall be distributed to attendees at least three (3) working days prior to the meeting; and
3. The attendees.

D. Employees shall be provided paid release time while in attendance at the meeting provided that the meeting occurs within the employee’s regularly scheduled shift. For purposes of calculating overtime, attendance at the meetings shall be considered time worked. Travel expenses for employee representatives and Union requested resource persons will be borne by the Union. However, the meeting will be held at a location nearest to the majority of employee representatives identified to attend the meeting.

E. Such meetings shall be chaired by the University’s Labor Relations Officer or his/her designee.

F. If the Parties determine a clarification regarding the administration and/or interpretation of this Agreement is necessary, the Parties will jointly develop a proposed MOU that will be forwarded to the Union/Management Council for consideration and determination.
ARTICLE 29
GRIEVANCE AND ARBITRATION

The Union and the University encourage problem resolution between employees and management and are committed to settling disputes as soon as possible and at the lowest possible informal level. Grievants, with their steward if requested by the employee, are encouraged to participate in informal discussion with the appropriate individuals prior to pursuing the formal grievance process. If a solution is not reached in an informal manner, this Article provides an orderly process for resolving disputes. The parties individually and collectively recognize their ability to pursue enforcement of this Agreement through the grievance and arbitration process. A grievant will be defined as the Union, an employee, and/or a group of employees alleging a grievance.

29.1 GRIEVANCE DEFINITION

A grievance, within the meaning of this Agreement, is defined as a specific violation, misapplication or misinterpretation of the terms of this Agreement, which occurred during the term of this Agreement. The grievance must state the alleged violation(s), misapplication(s) or misinterpretation(s); identify the applicable Article(s); document the date, time, and the information upon which the grievance is based; the steps taken to informally resolve the grievance; the requested remedy; and be signed by the grievant or the Union representative. The nature of a grievance presented at Step One shall not be changed thereafter unless mutually agreed to during the course of processing the grievance. Any grievance that does not comply with the terms and conditions of this Article shall not be considered a valid grievance.

The following shall not be grievable:

1. the “Preamble”,
2. the “Definitions”, and
3. all other areas of this Agreement specifically identified as not being grievable.

29.2 EMPLOYEE GRIEVANCE RIGHTS/UNION REPRESENTATION

A. Any employee or groups of employees covered under this Agreement who believes he/she has been aggrieved may seek relief by filing a grievance. In the presentation of grievances, the grievant(s) shall be safe from restraint, interference, discrimination, or reprisal. Grievances may be filed by the Union on behalf of an
employee or a group of employees. If the Union does so, it will identify the employee(s) by name. If filing for similarly affected employees, the Union must identify and notify the University of the similarly affected employees no later than moving the grievance to Step Three.

B. An employee filing a grievance may request Union representation at each and every step of this procedure. Union representation shall be limited to no more than one (1) designated WFSE Union Steward/Chief Steward and/or the WFSE Representative who shall serve as the exclusive and sole representative of employees covered under this Agreement. The unavailability of a WFSE Representative shall not be cause for delaying the grievance meeting, unless mutually agreed to by the University.

C. Any University-convened grievance hearing requiring the grievant’s presence will be considered time worked for the grievant. Prior to a University-convened grievance hearing, the grievant will be provided up to thirty (30) minutes, which will be considered time worked, and an additional ten (10) minutes of travel time, if needed, to consult with his/her official union representative provided said hearing occurs during the grievant’s regular scheduled shift.

D. Attendance at a University-convened grievance hearing will be considered time worked for the official union representative. Prior to a University-convened hearing, the official union representative will be provided up to thirty (30) minutes, which will be considered time worked, and an additional ten (10) minutes of travel time, if needed, to consult with a grievant.

29.3 GRIEVANCE TIMEFRAMES

A. At any time during any step of this process, either Party may request an extension within the timeframes allowed as identified in Employee Grievance Procedures Section below. Such extensions must be requested within the designated timeframes and must be mutually agreed to in writing in order to be granted.

B. Failure by the Union to follow the steps as defined below or meet the below time restrictions or failure to request and be granted an extension of time limits will be considered as a withdrawal of the grievance.

C. Should the University fail to meet its time restrictions as defined in Section 29.12 or fail to request and be granted an extension, the Union may elect to proceed to
the next grievance step.

D. For the purposes of this Article, “days” shall mean calendar days, excluding any day observed as a Holiday pursuant to the University’s Holiday schedule.

E. For purposes of calculating time restrictions, the day immediately following the day a grievance is received or the day immediately following the day a written grievance response is received shall be considered the first day. If a written grievance response is sent via certified mail, the first day shall be considered the day following the date postmarked on the certified mail receipt.

29.4 GRIEVANCE FILES

All documents, communications and records dealing with the processing of a grievance will be maintained in accordance with University record retention schedules and will be filed separately from the personnel file of the grievant.

29.5 ELECTRONIC/RECORDING DEVICES

Unless mutually agreed to, no audio/video recording or monitoring devices, cellular phones, or two-way radios shall be used during grievance meetings.

29.6 RESOLUTION

If the University provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step. The resolution will be documented in writing.

29.7 RESUBMISSION

If resolved or withdrawn, a grievance cannot be resubmitted.

29.8 WITHDRAWAL

A grievance may be withdrawn without prejudice at any time.

29.9 CONSOLIDATION

Upon mutual agreement, the parties may consolidate grievances arising out of the same set of facts.

29.10 BYPASS

Except as otherwise provided herein, any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

A. For grievances regarding corrective actions identified in Article 10.1.A, the grievance procedure ends at Step Three, Administrator.

B. For grievances regarding disciplinary actions identified in Article 10.1.B, the
grievance procedure will begin at Step Three, Administrator.

C. Expedited arbitration may be entered into at any time upon mutual written consent of the parties. Except for the following, expedited arbitration shall follow the same process as outlined in Step Five, Arbitration:

1. No briefs will be filed or transcripts made;
2. The hearing will be completed within one (1) day; and
3. The arbitrator shall issue a decision immediately upon concluding the hearing.

29.11 PROBATIONARY EMPLOYEES
Probationary employees shall not have the right to file a grievance pertaining to disciplinary actions and/or termination of employment.

29.12 EMPLOYEE GRIEVANCE PROCEDURES

**Step One**  **Labor Relations Officer:** The Union shall submit two (2) copies of a written grievance to the University’s Labor Relations Officer or his/her designee within the first thirty (30) days of the date of the grievable incident or of the date the grievant or the Steward/Chief Steward became aware of or should have reasonably become aware of the grievable incident. Upon the receipt of the written grievance, the Labor Relations Officer or his/her designee shall sign and date both copies of the grievance. The Union shall retain one (1) copy. The responsible individual shall meet with the grievant and the Union representative within fifteen (15) days subsequent to the grievance being received by the Labor Relations Officer. After meeting with the grievant, the responsible individual shall have fifteen (15) days to respond in writing to the Union. The responsible individual’s written response shall summarize the nature of the grievance and provide a decision regarding the grievance.

**Step Two**  **Appointing Authority:** Should the Step One response be unacceptable, the Union shall have fifteen (15) days to move the written grievance to the responsible individual’s Appointing Authority. Within fifteen (15) days of the Appointing Authority receiving the Step Two written grievance, the Appointing Authority shall meet with the grievant and their Union representative. After meeting with the grievant, the Appointing Authority
shall have fifteen (15) days to respond in writing to the Union. The
Appointing Authority’s written response shall summarize the nature of the
grievance, provide a decision regarding the grievance, and shall document
the date of the receipt of the Step Two grievance.

**Step Three** **Administrator:** Should the Step Two response be unacceptable, the Union
shall have fifteen (15) days to move the written grievance to the executive
level Human Resource Services administrator. Within fifteen (15) days of
the administrator receiving the grievance, the administrator shall meet with
the grievant and their Union representative. After meeting with the
grievant, the administrator shall have fifteen (15) days to respond in writing
to the Union. The administrator’s written response shall summarize the
nature of the grievance, provide a decision regarding the grievance, and
shall document the date of the receipt of the Step Three grievance.

**Step Four** **Mediation:** Should the Step Three response be unacceptable, the Union
may submit a written request to the Public Employment Relations
Commission (PERC) for mediation. The written request for mediation shall
be postmarked within fifteen (15) days of receipt of the Step Three written
response. A copy of the written request for mediation shall also be provided
to the University’s labor relations officer. If the PERC Mediator declares
an impasse, the Union may request arbitration.

**Step Five** **Arbitration:** Should the Step Three response be unacceptable or if the
PERC Mediator declares impasse, the Union may request arbitration. A
written request for arbitration shall be provided to the University’s Labor
Relations Officer within fifteen (15) days of receipt of the Step Three
written response or within thirty (30) days of receiving the Mediator’s
written statement declaring impasse. Within thirty (30) days of the
University’s Labor Relations Officer receiving the written request for
arbitration, the American Arbitration Association (AAA), or Public
Employment Relations Commission (PERC) if mutually agreed upon, shall
be requested to submit a list of seven (7) arbitrators (Washington or Oregon
only) to the parties from which an arbitrator shall be selected by alternately
striking one (1) name from the list until only one (1) name remains. The
moving Party shall be the first to strike a name. The arbitrator shall confine himself/herself to the precise issue(s) addressed on the grievance form and submitted for arbitration. The arbitrator shall have no authority to determine any other issue(s) not so submitted nor shall the arbitrator have any authority to add to, subtract from, or modify any provisions of this Agreement. The arbitrator’s decision shall be final and binding upon the grievant, the Union, and the University. The arbitrator’s decision shall be in writing and provided to the University and the Union. The total cost and expense of the arbitrator shall be borne by the non-prevailing Party. Irrespective of the arbitrator’s decision, each Party shall bear its own costs and expenses of preparing and presenting their own case including all legal/attorney fees. Except as directed by an arbitrator, the grievant(s), the grievant’s union representative(s), and their witness(es) shall not be paid by the University for preparation for, travel to or from, or participation in arbitration hearings, but may use leave for such activities. The cost (if any) of the arbitration hearing room shall be shared equally by the parties. If the arbitration hearing is postponed or cancelled by one Party, that Party shall bear any and all costs of the postponement or cancellation. The costs of any mutually agreed to postponements or cancellations shall be shared equally by the Parties. Either Party may request the presence of a court reporter at the arbitration whose expenses shall be borne by the Party making the request unless both parties request a transcript, in which case the expenses of the reporter shall be shared equally.
ARTICLE 30
TERM OF AGREEMENT

30.1 This Agreement will be effective July 1, 2017 and will remain in effect through June 30, 2019. If this Agreement expires while negotiations between the Parties are underway for a successor agreement, the terms and conditions of this Agreement will remain in effect until the effective date of a successor agreement, or June 30, 2020, whichever is earlier. Thereafter, the University may unilaterally implement according to law.

30.2 For the negotiations of the 2019 – 2021 Collective Bargaining Agreement, the University will provide a pool of up to five hundred (500) hours of paid release time for allocation among the Union Table Team members. The allocation of said five hundred (500) hours among the Table Team shall be determined by the Union.
APPENDIX A
NEPOTISM

Washington State University
BUSINESS POLICIES AND PROCEDURES MANUAL

PERSONNEL 60.14
Revised 6-10
Human Resource Services 3354521

NEPOTISM

POLICY

The University does not permit employees to supervise or to participate in employment decisions (including hiring/appointment decisions) affecting family members, household members, intimate partners, or state-registered domestic partners. The purpose of this policy is to minimize the potential for conflict of interest.

The University's objective is to employ qualified persons in all employment positions and to ensure merit-based supervision. This policy is not to be read to justify hiring decisions that violate the University's policy against discrimination (EP15), but rather to ensure that hiring and supervision by family members, household members, intimate partners, and state-registered domestic partners does not occur, except in the very limited circumstances described in this section (60.14).

Definitions

Family Member
Family members are defined as the employee's parent, spouse, child, grandparent, grandchild, sister, brother, stepbrother, stepsister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepchild, and stepparent.

Household Member
Household members are defined as persons who reside in the same home who have reciprocal duties to and do provide financial and/or emotional support for one another. This term includes, but is not limited to, foster children and legal wards. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune and the relationship between the prospective or actual superior/subordinate is not an intimate one.

Intimate Partner
An intimate partner is a person with whom an employee is having a current romantic and/or sexual relationship.
Faculty
No faculty member, department chair, dean, or other administrative officer may vote, make recommendations, or in any other way participate in the decision of any matter that may materially affect the appointment, tenure, promotion, salary, or any other status or interest of such person's family member, household member, intimate partner, or state-registered domestic partner.

Administrative Professional, Classified Employees, and Other Non-Faculty Employees
No administrative professional employee, classified employee, or other non-Faculty employee may supervise, vote, make recommendations, or in any other way participate in the decision of any matter that may materially affect the appointment, tenure, promotion, salary, or other status or interest of such employee's family member, household member, intimate partner, or state-registered domestic partner.

Other Employees
The provisions of this section (60.14) also apply to employees holding the following appointments: temporary and hourly, work-study, graduate student, and post-doctoral.

EXCEPTION REQUEST REGARDING SUPERVISION
An appointing authority may request approval for employment of family members, household members, intimate partners or state-registered domestic partners in superior/subordinate relationships. This approval permits an employee to be in the direct supervisory chain above or below a family member, household member, intimate partner, or state-registered domestic partner. See 60.10 for information regarding appointing authority.

This approval does not permit a superior to participate in decisions affecting a family member, household member, intimate partner, or state-registered domestic partner prior to offering and filling the position.

See also EP28 regarding superior/subordinate relationships.

Procedure
The appointing authority prepares a request memorandum including the following:

- The type of appointment, salary, title, working relationship, and a summary of the search process used to select the candidate.
- A description of the administrative process for supervision of the subordinate.
- The name, title and contact information of a designated third party within the department who will be involved with employment impacting decisions, e.g., decisions regarding annual review, salary, and performance.

The request memorandum is to be signed by the appointing authority and the third party designated for involvement in employment decisions.
WSU Approval At Pullman And Locations Other Than Regional Campuses

For exceptions involving employees at WSU Pullman and employees at locations other than the regional campuses, the appointing authority submits the memorandum to the responsible vice president or the Provost and Executive Vice President. The appointing authority sends a copy of the memorandum to Human Resource Services (HRS).

If approved by the vice president or the Provost and Executive Vice President, the memorandum and signed approvals are routed to HRS. If not approved, the vice president or Provost and Executive Vice President provides written notification to the appointing authority and routes a copy to HRS.

Regional Campus Approval Faculty

For exceptions involving faculty at the regional campuses the appointing authority submits the memorandum to the responsible chancellor. The chancellor reviews the arrangement and if he or she approves, forwards the memorandum to the Provost and Executive Vice President for final approval. The appointing authority sends a copy of the memorandum to Pullman HRS.

If approved by the chancellor and the Provost and Executive Vice President, the memorandum and signed approvals are routed to HRS. If not approved, the chancellor or Provost and Executive Vice President provides written notification to the appointing authority and routes a copy to Pullman HRS.

Regional Campus Approval Staff

For exceptions involving staff at the regional campuses the appointing authority submits the memorandum to the responsible chancellor for final approval. The appointing authority sends a copy of the memorandum to Pullman HRS.

If approved by the chancellor, the memorandum and signed approvals are routed to HRS. If not approved, the chancellor provides written notification to the appointing authority and routes a copy to Pullman HRS.

Records Maintenance

Pullman HRS maintains the records of the exception and approval or denial. Pullman HRS maintains these records in the official personnel files for faculty, administrative professional employees, and classified employees.

RESPONSIBILITIES

Employee

An employee is responsible for disclosing any qualifying relationship (i.e., family member, household member, or intimate partner as defined in this policy or state-
registered domestic partner) with anyone in his or her supervisory chain. Any employee may report concerns regarding possible violations of this policy to HRS or the Office of Internal Audit.

Supervisor

Each supervisor is responsible for reporting violations of this policy to his or her appointing authority.

A supervisor is responsible for reporting an amorous relationship with a subordinate in conformance with the Policy on Faculty-Student and Supervisor-Subordinate Relationships, EP28.

Appointing Authority

The appointing authority is responsible for taking appropriate action to address and resolve situations of actual or perceived nepotism. The appointing authority may consult with or refer the situation to Human Resource Services or the Office of Internal Audit.

ADDITIONAL INFORMATION

For additional information, contact the Provost's Office, Human Resource Services, or the Office of Internal Audit.

PURCHASING

See 70.15 for a discussion of conflict of interest regarding purchasing from family members. (RCW 42.52)
APPENDIX B
PAYMENT INTERVAL

WAC 296-128-035

Payment interval.
(1) This rule shall apply to employers and employees subject to chapter 49.46 RCW.

Note: Employers and employees not subject to this regulation may still be subject to the payment interval requirements of WAC 296-126-023 or 296-131-010.

(2) Definitions:
(a) "Monthly interval" means a one-month time period between established pay days.
(b) "Pay day" means a specific day or date established by the employer on which wages are paid for hours worked during a pay period.
(c) “Payment interval” means the amount of time between established pay days. A payment interval may be daily, weekly, bi-weekly, semi-monthly or monthly.
(d) “Pay period" means a defined time frame for which an employee will receive a paycheck. A pay period may be daily, weekly, bi-weekly, semi-monthly or monthly.

(3) An employer shall pay all wages owed to an employee on an established regular pay day at no longer than monthly payment intervals. If federal law provides specific payment interval requirements that are more favorable to an employee than the payment interval requirements provided under this rule, federal law shall apply.

(4) If an employer pays wages on the basis of a pay period that is less than a month, the employer shall establish a regular pay day no later than ten (10) days after the end of the pay period, unless expressly provided otherwise by law.

Example 1: Employer establishes a weekly pay period. The workweek is from Sunday January 1 through Saturday January 7. Unless a different payment interval applies by law, the employer must pay wages no later than January 17.

Example 2: Employer establishes two semi-monthly pay periods (the first pay period covers the 1st day of the month to the 15th day of the month; the second pay period covers the 16th day of the month to the last day of the month). Unless a different payment interval applies by law, the employer must pay wages no later than the 25th day of the current month for the first pay period, and no later than the 10th day of the following month for the second pay period.
(5) If an employer pays wages on the basis of a monthly pay period, the employer may establish a regular payroll system under which wages for work performed by an employee during the last seven days of the monthly pay period may be withheld and included with the wages paid on the pay day for the next pay period.

Example: Employer establishes a monthly pay period starting on the 1st day of each month with an established pay day on the last day of the month. In a thirty-one-day month, unless a different payment interval applies by law, the employer must pay wages for work performed between the 1st and 24th days of the month on the established pay day (the last day of the month). The employer may pay wages for work performed between the 25th and 31st days of the current month on the following month's pay day (which means that the employer would pay wages for work performed between the 25th and 31st days of the current month, and the 1st and 24th days of the following month, on the following month's pay day).

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<tr>
<th>If pay period is:</th>
<th>And if pay day for regular wages is:</th>
<th>Then pay day for overtime wages must be no later than:</th>
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<tr>
<td>1st of the month - 15th day of the month</td>
<td>25th of the month</td>
<td>10th of the following month</td>
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<tr>
<td>16th of the month - 30th or 31st of the month</td>
<td>10th of the following month</td>
<td>25th of the following month</td>
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(6) An employer shall pay overtime wages owed to an employee on the regular pay day for the pay period in which the overtime wages were earned. If the correct amount of overtime wages cannot be determined until after such regular pay day, the employer may establish a separate pay day for overtime wages; provided, that the payment of overtime wages may not be delayed for a period longer than that which is reasonably necessary for the employer to compute and arrange for payment of the amount due, and overtime wages must be paid by the regular pay day following the next pay period.

Example: Employer establishes two semi-monthly pay periods. The first pay period covers work performed from the 1st day of the month to the 15th day of the month with the pay day of the 25th; the second pay period covers the 16th day of the month to the last day of the month with the pay day of the 10th of the following month. An employee works overtime in each of the pay periods. Unless a different payment interval applies by law, the employer must pay the overtime wages no later than the 10th day of the following month for the overtime earned during the first pay period, and no later than the 25th day of the following month for the overtime earned during the second pay period.
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<tr>
<th>If pay period is:</th>
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<td>16th of the month - 30th or 31st of the month</td>
<td>10th of the following month</td>
<td>25th of the following month</td>
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(7) Mailed paychecks shall be postmarked no later than the established pay day. If the established pay day falls on a weekend day or holiday when the business office is not open, mailed paychecks shall be postmarked no later than the next business day. Employers that pay employees by direct deposit or other electronic means shall ensure that such wage payments are made and available to employees on the established pay day.

(8) These rules may be superseded by a collective bargaining agreement negotiated under the National Labor Relations Act, 29 U.S.C. Sec. 151 et seq., the Public Employees' Bargaining Act, RCW 41.56.010 et seq., or the Personnel System Reform Act, RCW 41.80.001 et seq., if the terms of, or recognized custom and practice under, the collective bargaining agreement prescribe specific payment interval requirements for employees covered by the collective bargaining agreement; provided, that:

(a) All regular wages (whether paid on an hourly, salary, commission, piece rate, or other basis) shall be paid to employees covered by the collective bargaining agreement ("covered employees") at no longer than monthly intervals;

(b) All other wages (including overtime, bonus pay, and other categories of specialty pay in addition to regular wages) are paid in accordance with the payment interval requirements applicable to covered employees under the terms of, or recognized custom and practice under, the collective bargaining agreement; and

(c) The employer pays regular wages to covered employees at no less than the applicable minimum wage rate.
APPENDIX C

HEALTHCARE BENEFITS

Appendix X below reflects those benefits negotiated in Health Care Bargaining

ARTICLE X

HEALTH CARE BENEFITS AMOUNTS

X.1 A. For the 2015-2017 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected health care premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). The projected health care premium is the weighted average across all plans, across all tiers.

B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances:

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

Value-based benefits designs will:

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

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

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

X.4 Wellness A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.
B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers who register for the Smart Health Program and complete the Well-Being Assessment will be eligible to receive a twenty-five dollar ($25) gift certificate. In addition, eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars ($125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

For the State:

[Signature]
9/9/16

For the Coalition of Unions:

[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
9/25/16

[Signature]
APPENDIX D
BARGAINING UNIT DESCRIPTIONS

Bargaining Unit #2
Bargaining Unit 2 at Washington State University consists of all full-time and regular part-time supervisory civil service staff employees of the Washington State University engaged in service work, excluding confidential employees, internal auditors, employees in other bargaining units and employees historically excluded from the unit by orders of the Washington Personnel Resources Board or its predecessors.

Bargaining Unit #12
Bargaining Unit 12 at Washington State University consists of all full-time and regular part-time classified staff in Washington State University Dining Services, excluding supervisors, confidential employees and all other employees.

Bargaining Unit #13
Bargaining Unit 13 at Washington State University consists of all full-time and regular part-time nonsupervisory employees in the Construction Services, Maintenance and Utilities divisions within the Facilities Operations Department of Washington State University, excluding supervisors, confidential employees and all other employees.

Bargaining Unit #15
Bargaining Unit 15 at Washington State University consists of all full-time and regular part-time nonsupervisory employees in the Instrument and Electronics Shops in the Technical Services Division of the College of Sciences of the Washington State University, excluding supervisors, confidential employees and all other employees.
APPENDIX E
STUDENT DEBT MOU

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

Addressing Student Debt

1. The University agrees to establish resources to assist employees to identify their options for minimizing existing student debt burdens through the Public Service Loan Forgiveness program (PSLF).

2. The University will develop, and/or provide presentation(s), training material, or web resources on the topic of tuition and student debt assistance.

3. Employees will have the opportunity to attend University provided presentations on paid release time in accordance with Article 23.1.

4. The University, upon request, will provide employees with an employment certification and/or re-certification form for PSLF, with the employer sections completed. Employees are authorized a reasonable amount of work time to have the employment certification and/or re-certification forms completed.
APPENDIX F

ELECTRONICS TECHNICIAN 4 MOU

MEMORANDUM OF UNDERSTANDING

BETWEEN

WASHINGTON STATE UNIVERSITY

AND

WASHINGTON FEDERATION OF STATE EMPLOYEES

Classification Specific Salary Adjustments

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

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