COLLECTIVE BARGAINING AGREEMENT

WASHINGTON STATE UNIVERSITY

AND

WASHINGTON FEDERATION OF STATE EMPLOYEES

EFFECTIVE

JULY 1, 2027 THROUGH JUNE 30, 2029

2027-2029

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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 parent, sibling, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, minor/dependent child, and child, or as otherwise provided in this Agreement.

Union/WFSE – Washington Federation of State Employees, AFSCME Council 28, AFL-CIO

University/Employer – Washington State University

UPPM – University Policies and Procedures Manual

RCW – Revised Code of Washington

WAC – Washington Administrative Code

WFSE representative – Employee of the Washington Federation of State Employees, AFSCME

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 their 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 University Policies and Procedures Manual (UPPM) revision, which identifies newly created and changes to existing University Policies and Procedures, is revised. The WFSE Representative is responsible to review for identifiable impacts related to mandatory subjects of bargaining not covered by the Contract. The Union may request changes be discussed at Union Management meetings and the Union may request negotiations if the UPPM change results in a change to a mandatory subject, or impacts are identified. All UPPMs will be

posted on the University website.

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 making a change to a mandatory subject. 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, except as outlined in section 1.8, upon completion of good faith discussions about and/or negotiations, but no later than sixty (60) calendar days following request to bargain from the Union, the University may implement its proposal. The timeline may be extended by mutual agreement of the parties. 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.

8. The location where the work will be performed.

9. The length and amount of the contract.

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 (7)(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. 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. This timeline may be extended by mutual agreement of the parties. 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.

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.

E. Nothing in this Agreement will constitute a waiver of the Union's right to negotiate a mandatory subject in association with the University's right to engage in competitive contracting. The University will notify the Union prior to notifying employees and will satisfy its collective bargaining obligation before contracting for bargaining unit work. The University will make ongoing efforts to fill vacant, funded permanent bargaining unit positions while a staffing shortage necessitates contracting work temporarily.

F. The Union will have fourteen (14) calendar days from receipt of the written

notice to request negotiations. If the Union does not request negotiations within fourteen (14) calendar days, the University may contract for the work without the need for further negotiations.

G. In the event of conditions beyond the control of the University such as emergencies or mandated conditions requiring immediate implementation, the University will notify the Union in writing as soon as practicable. The notice will include an explanation of the emergency or mandated conditions that require immediate implementation.

ARTICLE 2
NON-DISCRIMINATION/SEXUAL HARASSMENT/COERCION AND INTIMIDATION

2.1 NON-DISCRIMINATION AND SEXUAL HARASSMENT

A. **Non-discrimination:** Neither the University nor the Union will discriminate against any employee covered under this Agreement in a manner precluded by law as currently written or as amended. Under this Agreement, neither party will discriminate on the basis of religion, age, sex, status as a chest feeding parent, pregnancy, marital status, race (including traits historically associated or perceived to be associated with race such as, but not limited to, hair texture and protective hairstyles), color, creed, national origin, citizenship or immigration status, political affiliation, military status, status as a whistleblower, status as an honorably discharged veteran, a disabled veteran or Vietnam era veteran, sexual orientation, gender identity, gender expression, any real or perceived sensory, mental or physical disability, use of a trained guide or service animal by a person with a disability, genetic information, status as a victim of domestic violence, sexual assault, stalking, or a hate crime, or because of the participation or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this section. 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 unreasonably 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.

2.3 TITLE IX

The University will observe University Policy and Procedure Manual (UPPM) 10.60 Policy Prohibiting Discrimination and Harassment and its amendments and follow University-Identified procedures to address actions implicating Title IX for employees who are covered by this Agreement on the same basis as non-represented classified staff in accordance with the US Department of Education requirements.

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, when appropriate, 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 the grievance steps, up to Step Three Administrator, of the grievance procedure. At any point during the grievance procedure related to this Article, in instances such as disputes between peers, alternative methods of resolution may be requested by either party. If alternative methods of resolution are agreed upon, the agreed upon costs of the service (if any) shall be shared equally by the parties.

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 their 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 their supervisor as soon as the employee becomes aware of any condition that affects their 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 the personal property is being used in the performance of their duties.

H. Employees may, upon prior approval by their supervisor, use personal tools in the proper 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 employee 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. Employees may seek reimbursement, in accordance with RCW 4.92.100, for personal property damaged or stolen in the performance of their duties.

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 will be invited to 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 landline 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.

3. Interference with a complaint or the investigation process is prohibited and may constitute a violation of this Article. Interference includes, but is not limited to, actions that dissuade or attempt to dissuade complainants or witnesses from reporting or participating in an investigation, or actions that delay or disrupt, or attempt to delay or disrupt, an investigation. Retaliation against any person for bringing forward or participating in the investigation of a complaint under this Article is prohibited. Such acts may form independent grounds for taking appropriate corrective or disciplinary action against the perpetrator.

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 UPPM 60.14 Nepotism. UPPM 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

and the Union will develop an MOU, or other mutually agreed upon method, to address the process and any impacts to 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 their 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 their 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. The University will provide a work environment in accordance with safety practices and standards established by applicable federal and state governing agencies and University policy. 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 University and employees 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:** Safety committees are established and conducted in accordance with WAC 296-800-13020. Employees will participate in the University-wide safety committee structure. An official Union representative will serve on the Presidential Safety, Health, and Security Committee. Employees will participate in department and other appropriate unit level safety committees in accordance with this Article.

1. The Union will elect their own Employee representatives to one (1) year terms on the Presidential Safety, Health, and Security Committee.
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 (1) 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 safety meetings. There will be at least one (1) designated Employee representative on their unit safety committee.

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. When required by assigned tasks, 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. By the fifteenth of each month 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; telework/remote status, as reflected in Workday; 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. By the fifteenth of each month 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 DUES DEDUCTIONS

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.

A. 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 membership materials provided by the Union. 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.

B. 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 membership materials to fulfill its obligations in accordance with this Section and Section A above.

C. An employee who has previously authorized payroll deduction of membership dues will continue to have such deduction made and will not be required to reauthorize such deduction.

D. The University agrees to deduct an amount equal to the membership dues from the salary of employees who request such a deduction in writing within thirty (30) days of receipt of a properly completed request submitted to Payroll Services. Such request will be made on a Union payroll deduction authorization card. The University will honor the terms and conditions of each employee's signed membership card.

E. Within thirty (30) days after the effective date of this Contract, the Union will provide the University with the amounts for membership dues.

F. The Union will provide the University thirty (30) days advance notice of a change in the amount of dues.

G. Employees represented by the Union who move to a position in another bargaining unit represented by the Union will have their membership dues deduction continued.

H. 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 that are due and owing for the period for which the employee receives back pay.

I. 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 will be restarted with the first pay period of work.

J. When a project or cyclic employee returns to work in a covered position, deduction of membership dues will be restarted with the first pay period of work.

K. When an employee represented by the Union moves to a position not represented by the Union, deductions on behalf of the Union will cease.

L. Deduction of membership dues will be applicable to any retroactive salary increase.

M. An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the University and the Union in accordance with the terms and conditions of their signed membership card. Every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll after receipt of the written notice by the University, of the confirmation from the Union that the terms of the employee's signed membership card regarding dues deduction revocation have been met.

N. The University will remit a payment for all of the above 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, 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.

O. 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.

P. **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 N 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. The 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 the list nor shall the University recognize any individual as an official local Union representative unless the employee 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 their 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 may limit or suspend release time for representational activities by the Steward or Chief Steward and the Union's Labor Negotiator 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. Upon receiving a request for information, the University will acknowledge receipt.

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, Chief Steward or Union designated employee representative at any one time per work unit reporting to a first-line supervisor.

K. The University shall provide access to the pool of paid release time for up to two (2) employee representatives to attend Union Management or Demand to Bargain meetings, who are scheduled to work during the time the meetings are being conducted, provided the absence of the employee will not interfere with the operating needs of the University. The Union will provide the University with the names of its employee representatives at least seven (7) calendar days in advance of the meeting date, unless the meeting is scheduled sooner, in which case the Union will notify the University as soon as possible. No overtime will be incurred as a result of participation in or coverage for the individual. The Union is responsible for paying any travel or per diem of employee representatives. Neither Stewards nor employee representatives may use a state vehicle to travel to or from a Union Management meeting or other bargaining session.

L. 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.

M. No official local Union representative, employee, or grievant shall be compensated by the University for any Union activity, including representational activities, while off-duty.

N. 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. The Union and employees covered by this Agreement may use University e-mail accounts provided such use will:

1. Result in little or no cost to the Employer;
2. Be brief in duration and frequency;
3. Not interfere with the performance of their official duties;
4. Not distract from the conduct of University business;
5. Not disrupt other University employees and will not obligate other employees to make a personal use of state resources;
6. Comply with all applicable University policies and procedures governing the use of University information technology resources and electronic communications;

7. Not compromise the security or integrity of University information or software; and

8. Not include language in support or opposition of a ballot proposition or candidate for federal, state, or local public office.

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:** Within ninety (90) days of a new employee's start date in a bargaining unit position represented by the Union, the University will provide the Union access to the employee during the employee's regular work hours to present information about the Union. The University will post a website link to the Union informational video in the Newly Covered Union Membership Notification and on the Labor Relations website for WFSE New Bargaining Unit Employee Orientation. This access will be provided at the employee's regular worksite, or at another location mutually agreed to by the University and the Union, including via online platform such as Teams or Zoom, in accordance with University policy and this Agreement. The Union presentation will be for no less than thirty (30) minutes. No employee will be required to attend the presentation given by the Union. Should an employee wish to attend the Union's presentation, they are responsible for requesting time away from the worksite in accordance with departmental procedures.

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 (2) 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. <u>Schedule Changes</u>

1. A permanent schedule change is defined as a change lasting over fourteen (14) days. Employees will be notified verbally, written or by email 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 four (4) days' written notice of the change or three (3) days' written notice if by mutual agreement. Notification will also include a message sent via email. 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 their 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 their 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 and at the end of the work shift, as determined by the supervisor.

H. If the University requires an employee to put on and take off University

provided attire and/or gear on the University premises, that time will be considered time worked.

I. **Telework/Commute:** Employees will be allowed to telework or telecommute on the same basis as other University employees.

J. **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 their 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 four (4) hours before the conclusion of

their work shift of the overtime opportunity or requirement to work unless mutually agreed otherwise. Employees who are not given the required four (4) hours' notice will receive an additional four (4) hours 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 their 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. <u>Pay for Overtime Work</u>

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 their supervisor to work on a scheduled day off receives time and one-half (1.5) overtime compensation for hours worked.

3. Overtime work shall be paid at the applicable hourly rate times one and one-half (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 D.

6.3 COMPENSATORY TIME

A. If requested by the employee, compensatory time at one and one-half (1.5) 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 two hundred and forty (240) 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 their 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. Absent Appointing Authority approval or as otherwise provided in the Contract, 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 their 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 their unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the 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, in accordance with WSU UPPM 95.01, for any authorized travel expenses on the same basis as all other University employees. Travel Time compensation is in accordance with the Fair Labor Standards Act.

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. The posting will include whether the position may be eligible for telework in accordance with University policy, the salary range, and a website link to benefit information.
3. The vacancy notice will advise applicants that the position is covered by a Collective Bargaining Agreement, with a link to the entirety of this 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. The 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. The 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. When furnished electronically, the Employer will copy NEO@wfse.org.
7. Employee recruitment and appointment information pertaining to bargaining unit positions will be made available to the Union upon request.
8. Upon request, internal candidates who are not selected for a position may be provided with feedback about the reason(s) for not being selected.

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 Leave Without Pay 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 (1) employee in multiple positions simultaneously.

(1) An employee may hold multiple appointments, not to exceed one full-time equivalent, only when mutually agreed to by the University and the employee.

b. Overtime will be earned and paid in accordance with the Fair Labor Standards Act.

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 Full-time Equivalent 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. The 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. The 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, Voluntary Demotions and Reassignments**

1. **Transfers:** pertains to permanent employees requesting a change from one (1) 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 their 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 their 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 Demotions:** 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 their 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. **Reassignments:** pertains to a University directed move of a permanent employee from one (1) 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 their 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 their 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 their 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, a position description, training and assistance related to their job duties, and performance counseling/review/feedback by their 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 their 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, a position description, training and assistance related to their job duties, and performance counseling/review by their 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 their 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 their option to:

(1) fill a vacancy or a position held by a probationary employee in the previous classification;

(2) fill a vacancy or a position held by a probationary employee in any previous classification in which the employee held permanent status;

(3) 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;

(4) be placed on the University-wide layoff list.

(5) All other employees who do not complete their 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. **For Bargaining Units 13 and 20:**

   For Bargaining Unit 13 and 20 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 24.3.I of the Agreement.

7.2 TEMPORARY/HOURLY OR NON-PERMANENT EMPLOYEES

A. Non-student, temporary/hourly, or non-permanent 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 and non-permanent 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 - 14.D, 14.E, 14.F & 14.H- Personnel Records Article 22 -

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 - Bargaining Units (Unit definitions)

Appendix B - Paid Sick Leave Policy (UPPM 60.43)

Appendix C - Nepotism

Appendix D - WAC 296-128-035

Any MOU's attached to this Agreement that identify changes to temporary/hourly provisions.

B. Individual(s) working in temporary/hourly or non-permanent 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 or non-permanent 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 and the Washington Administrative Code.

ARTICLE 8
CLASSIFICATION

8.1 CLASSIFICATION

A. The University adopted 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 their 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. Decisions will be sent to the Union at drd@wfse.org. 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 the employee 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 absent agreement of both parties. The University and the Union agree to meet and hold union management meetings, no less than quarterly during the term of this Agreement to discuss options for re-implementing formal written performance appraisals. The procedures for holding such meeting will follow those outlined in Article 28. Formal written performance appraisals will be implemented during the term of this Agreement should an agreement be reached.

B. Nothing in this Agreement limits an employee's ability and/or their supervisor's ability to address training, performance standards and expectations, recognize positive performance, or address concerns, 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.

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 oral counseling, an oral 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 their 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. The University may provide more than one (1) working 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 eligible veterans (as defined in WAC 357-46-060) or the unmarried widow/widower of an eligible veteran 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 or other official military record).
2. Layoff units are designated in UPPM 60.37.

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 off. 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 seniority pool, 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 seniority pool, the employee shall have the opportunity to displace any probationary employee within the layoff unit, who occupy a position in the employee's current classification or any classification in which the employee had held permanent status. Accepting a position through layoff 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 the employee 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 layoff unit, either in the employee's current classification or any classification in which the employee 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 the employee will be paid an amount equal to their current salary, provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at 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) calendar 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) calendar day notice, the employee with permanent status shall be paid their salary for the days that the employee 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 their scheduled working hours. If notice cannot be provided to the employee during their scheduled working hours, it will be 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 their specific layoff list placement; and
   d. be advised in writing of their 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. 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, unless removed in accordance with this article.
2. An employee on the internal layoff list shall have options to a permanent vacant position, either in the employee's current classification or any classification in which the employee 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 be allowed to exercise a first right of refusal for two (2) offered permanent Bargaining Unit position.
3. If the employee accepts a layoff option to a position which is located beyond a fifty (50) mile radius of their current work location, the employee is placed on the layoff list for the classification at the previous permanent work location from which the employee was laid off.
4. An employee shall have their 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 and the individual(s) remain on the layoff list, 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 their same range and step as when the employee was laid off or to the step the employee would have acquired had they not been laid off, whichever is greater.

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 at the conclusion of the project appointment 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. Scheduled breaks associated with cyclic employment shall not constitute a break in service for seniority purposes.

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 using the Random Drawing method.

G. A permanent employee has the right to withdraw their 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 approved leaves 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. Employees shall retain but not accrue seniority for each full workday spent on unpaid leave of absence.

I. Time spent on the University layoff list will count for seniority purposes only for the period the employee remains eligible for recall under Article 11.1, Section J.

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 PRESUMPTION OF RESIGNATION – UNAUTHORIZED ABSENCE

An employee may be presumed to have resigned their 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. Prior to sending the notice, the University will make a reasonable attempt to contact the employee to determine the cause of the absence. Such reasonable attempt will include calling or texting the employee at their contact phone number. Such attempts will not alter the three (3) day timeline. Within seven (7) calendar 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. The University will consider extenuating circumstances.

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 their 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 their 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 their 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 their 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 their job skills, work performance, or related educational achievements to their 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 their 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.

F. Employees may request a permanent schedule change per Article 6.1.D to accommodate an hour lunch period for the purpose of wellness activities. Requests will be reviewed and approved or denied based on operational necessity.

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 (10) percent of eligible employee's 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 their total sick leave balance on a one (1) hour for four (4) hour basis.

15.3 EMPLOYEE ASSISTANCE PROGRAM

Employees and their adult family members have access to the State of Washington's Employee Assistance Program (EAP) on the same basis as the program is provided for

all other University employees. EAP is a confidential service. Confidentiality is maintained to the extent allowed by law.

15.4 CHILDCARE

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 UPPM 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 2027 – June 2029

Holiday	**2027-2028**	**2028-2029**
Independence Day	July 5, 2027	July 4, 2028
Labor Day	Sept 6, 2027	Sept 4, 2028
Veterans Day	Nov 11, 2027	Nov 10, 2028
Thanksgiving Day	Nov 25, 2027	Nov 23, 2028
Native American Heritage Day	Nov 26, 2027	Nov 24, 2028
Christmas Day	Dec 24, 2027	Dec 25, 2028
Christmas Holiday*	Dec 23, 2027	Dec 26, 2028

New Year's Day	Dec 31, 2027	Jan 1, 2029
Martin Luther King Jr. Day	Jan 17, 2028	Jan 15, 2029
Memorial Day	May 29, 2028	May 28, 2029
Juneteenth	June 19, 2028	June 19, 2029

*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 (12) 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 their 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 (1) 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. Personal Leave Day/Personal Holiday pay will be paid at the employee's straight time rate of pay

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 (1) 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 their Personal

Leave Day/Personal Holiday has been denied or canceled. The employee will attempt to reschedule their Personal Leave Day/Personal Holiday during the balance of the calendar year. If they are 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 their Personal Leave Day/Personal Holiday for family member emergency care.

G. An employee may use their 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.
6. Leave without pay does not affect the rate at which employees accrue annual leave outlined in the below table.
7. Employees will, in their start and end months of employment, receive annual leave accruals prorated to the time in which they are in pay status.

Year	Accrual Per Year	Accrual Per Month
1-2 (of continuous state employment)	14 days	9.33 hours
3 (of continuous state employment)	15 days	10.00 hours
4 (of continuous state employment)	16 days	10.67 hours
5-6 (of total state employment)	17 days	11.33 hours
7-9 (of total state employment)	18 days	12.00 hours
10-14 (of total state employment)	20 days	13.33 hours
15-19 (of total state employment)	22 days	14.67 hours

20-24 (of total state employment)	24 days	16.00 hours
25 and longer (of total state employment)	25 days	16.67 hours

B. **Annual Leave Scheduling**

1. Requests for annual leave must be submitted by the employee in writing in advance of the effective date. This requirement may be waived at the sole discretion of the employee's supervisor for emergency situations. The employee may be required to provide verification that the situation was such that advance notice was not possible.
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 the 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 (1) 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.

4. **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 eighty (280) hours. However, there are two (2) 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 their 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 (100) percent 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 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. Employees with leave without pay exceeding eighty (80) hours in a month (prorated for part-time) will earn a monthly accrual of sick leave proportionate to the number of hours in pay status, in the month to that required for full-time employment.
4. Employees will, in their start and end months of employment, receive sick leave accruals prorated to the time in which they are in pay status.

B. **Sick Leave Uses:** Accrued sick leave may be used only for:

1. The employee's mental or physical illness, disability, injury, or health condition that has incapacitated the employee from performing required duties; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.
2. The need to care for the employee's family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.
   a. For purposes of this section, "family member" is any individual for whom paid-sick leave usage is authorized in RCW 49.46.210, as written or amended. As of January 1, 2025, family member means, "a child, grandchild, grandparent, parent, sibling, or spouse of an employee, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. "Family member" includes any individual who regularly resides in the employee's home, except that it does not

include an individual who simply resides in the same home with no expectation that the employee care for the individual."

3. The employee will make reasonable efforts to schedule such appointments at times so that they will not interfere with scheduled work days;
4. Disability Leave as outlined in Article 21.9 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 of absence without pay;
5. Leave for victims of domestic violence, sexual assault, stalking, or hate crime as outlined in Article 21.8;
6. Supplementing Workers' Compensation payments;
7. Parental Leave as outlined in Article 21;
8. Emergency Child Care as outlined in Article 21;
9. In accordance with RCW 49.46.210 when an employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason or after the declaration of an emergency by a local or state government or agency, or by the federal government. Health-related reason, as defined in WAC 296.128.600, means a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material. Health-related reason does not include closures for inclement weather.
10. During a period of military conflict, an employee whose spouse is a member of military who has been notified of an impending call or order to active duty or who has been deployed is entitled to a total of fifteen days of unpaid leave per deployment. Applicable military units are the Armed Forces of the United States, National Guard, or reserves in accordance with RCW 49.77.
11. By reason of exposure of the employee to a contagious disease when the employee's presence at work would jeopardize the health of others.
12. For bereavement.

13. Any other reason as required under RCW 49.46.210 for higher education employees.

14. 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 their supervisor as soon as the employee becomes aware that the employee 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 their 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 provided that the verification does not result in an unreasonable burden or expense on the employee. If medical verification is required for employees it shall be in accordance with the provisions of RCW 49.46.210 and WAC 296.128.

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 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 Act (FMLA)
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 the FMLA 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 annual leave for any month in which leave of without pay exceeds eighty (80) hours (prorated for part-time).
3. Employees with leave without pay exceeding eighty hours in a month (prorated for part-time) will earn a monthly accrual of sick leave proportionate to the number of hours in pay status, in the month to that required for full-time employment.
4. Leaves of absence without pay authorized for the following will not be deducted from an employee's 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 to perform Union representational duties.
5. Employee's periodic increment date and anniversary date will not be adjusted for periods of leave without pay.
6. 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 FMLA.

ARTICLE 20
SHARED LEAVE

20.1 SHARED LEAVE

A. **Eligibility:** An employee is able to request participation in the shared leave program when they are entitled to accrued sick/annual leave under the provisions as outlined in Article 17 and Article 18, if the employee meets the following criteria.

1. Suffers from, or has a relative or household member suffering from, a severe or extraordinary illness, injury, impairment, or physical or mental condition. An illness, injury, or impairment which has caused or will likely cause hospitalization or alternative extended treatment or care, that without such care there would be detrimental consequences to the individual, may be serious enough to qualify the employee for shared leave. Relative for the purpose of this section is the employee's spouse, state-registered domestic partner, child, grandchild, grandparent, or parent.
2. Called to service in the uniform services.
3. Is a current member of the uniformed services or is a veteran and attends medical appointments or treatments for a service connected injury or disability.
4. Is a spouse of a current member of the uniformed services or a veteran who requires assistance while attending medical appointments or treatments for a service connected injury or disability.
5. Needs the time for parental leave. "Parental leave" means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care, for a period of up to sixteen (16) weeks immediately following the birth or placement.
6. Is sick or temporarily disabled because of pregnancy disability. "Pregnancy disability" means a pregnancy-related medical condition or miscarriage.
7. Is a victim of domestic violence, sexual assault stalking, or a hate crime.
8. 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 their services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services.

9. The severe illness, injury, impairment, condition, consequence of domestic violence, sexual assault, stalking, or hate crime, parental leave and/or pregnancy disability leave, involvement of the employee or employee's relative or household member in an immigration enforcement action, or the call to 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.
10. The employee's absence and use of shared leave are justified.
11. The employee has abided by employer leave rules.
12. The employee has depleted or will shortly deplete their leave balances in accordance with Section 20.C below
13. If the illness or injury is claimed to be work-related, the employee for whom time loss compensation from the State Department of Labor and Industries has been allowed may not receive more than twenty-five (25) percent of their base salary as a result of shared leave.
14. If an employee legally authorized to work in the United States under federal law and the employee's absence is due to the involvement of the employee or the employee's relative or household member in an immigration enforcement action.

B. **Use of Other Leave:** An employee must use leaves, Compensatory time and Personal Leave Day/Personal Holiday as outlined below before being eligible to use shared leave. "Shortly deplete" means an employee may maintain up to forty (40) hours of applicable annual leave and sick leave in reserve and is not required to deplete all specified leave to qualify for shared leave.

1. The employee has depleted or will shortly deplete their compensatory time, annual leave, accrued sick leave balances and personal holiday under section A.1 of this Article.

2. The employee has depleted or will shortly deplete their compensatory time, annual leave, and paid military leave under section A.2 of this Article.
3. The employee has depleted or will shortly deplete their compensatory time, annual leave if the employee qualifies under section A.8 of this Article
4. The employee has depleted or will shortly deplete their compensatory time, personal holiday annual leave and sick leave if the employee qualifies under A.5 and A.6 of this Article.

C. **Maximum Leave Received:**

1. Shared leave for a medical condition is granted for up to a total of 90 calendar days or 522 hours (for a full-time employee) per condition or event, or for own condition, their chosen optional long term disability waiting period, whichever is shorter.
2. An employee may receive up to a total of two-hundred and sixty-one (261) days (2088 hours) of shared leave. The University may authorize leave in excess of two-hundred and sixty-one (261) days in extraordinary circumstances as determined by the shared leave program manager, for an employee qualifying for shared leave because the employee is suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature.
3. Shared leave received under the foster parent shared leave pool is separate from and not included in the total days/hours as specified in this Article.
4. Shared leave received under the veterans' in-state service shared leave pool is not included in the total days/hours as specified in this Article.
5. Shared leave received under the uniformed service shared leave pool is not included in the total days/hours as specified in this Article.

D. **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. Appropriate substantiating documentation, as specified on the

application forms or in law, such as a 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.

E. **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 or appropriate state form if associated with state leave pools as outlined in section 20.M, 20.N and 20.O.
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 K of this Article.

F. **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 Full-Time Equivalent.

G. **Donating Sick Leave:** The donor employee must retain a minimum of one hundred seventy-six (176) hours of sick leave after the transfer.

H. **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).

I. **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.

J. **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 their 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. 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.
4. 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 by electronic announcement of the employee's eligibility for shared leave.

K. **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.
3. An employee who has donated their personal holiday for purposes of shared leave and then has a portion of the personal holiday returned to themselves during the same calendar year may use the remaining hours in a single day. If the hours are returned during a different calendar year, the employee cannot use the remaining hours.

L. Should WAC 357-31 yield higher leave benefits, applicable to WSU Civil Service

employees, than provided for in this, the University will follow the applicable WAC for employees covered by this Agreement.

M. **Foster Parent Shared Leave Pool**

1. **Purpose:** In accordance with RCW 41.04.674, the foster parent shared leave pool was created to allow state employees to voluntarily donate their leave to be used by any eligible employee who is a licensed foster parent pursuant to RCW 74.15.040 so they may, care for a foster child; and/or prepare to accept a foster child in their home.
2. The Department of Social and Health Services, and the Office of Financial Management/State Human Resources administer the pool.

N. **Uniformed Services Shared Leave Pool**

1. **Purpose:** In accordance with RCW 41.04.685, the Uniformed Service Shared Leave Pool was created so that state employees who are called to service in the uniformed services will be able to maintain a level of compensation and employee benefits consistent with the amount they would have received had they remained in active state service. The pool allows employees to donate leave to be used as shared leave to fellow state employees called to service in the uniformed services. Employee participation will be voluntary at all times.
2. The Military Department, and the Office of Financial Management/State Human Resources administer the pool.

O. **Veterans' In-State Service Shared Leave Pool**

1. **Purpose:** In accordance with RCW 41.04.672, the Veterans' In-State Service Shared Leave Pool was created to allow employees to voluntarily donate leave to be used as shared leave for: an employee who is a veteran to attend medical appointments or treatments for a service connected injury or disability; or an employee who is a spouse of a veteran who requires assistance while attending medical appointments or treatments for a service connected injury or disability.
2. The Department of Veteran's Affairs, and the Office of Financial Management/State Human Resources administer the pool.

20.2 For purposes of the state leave sharing program, the following definitions apply:

1. "Domestic violence" means physical harm, bodily injury, assault, or the

infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in. RCW 10.99.020; sexual assault of one family or household member by another family or household member; or stalking as defined in RCW 9A.46.110 of one family or household member by another family or household member.

2. "Employee" means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
3. Employee's "family member" is defined to include:
    a. Child, including biological, adopted, or foster child, stepchild, grandchild, or any child for whom the employee stands in loco parentis, is a legal guardian or is de facto parent, regardless of age or dependency status;
    b. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
    c. Spouse;
    d. Registered domestic partner as defined by RCW 26.60;
    e. Grandparent; or
    f. Sibling.
4. "Household members" are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
5. "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.
6. "Severe" or "extraordinary" condition is defined as serious or extreme and/or life threatening.

7. “Sexual assault” has the same meaning as in RCW 70.125.030.
8. “Stalking” has the same meaning as in RCW 9A.46.110.
9. “Uniformed services” means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.
10. “Victim” means a person against whom domestic violence, sexual assault, stalking, or hate crime has been committed against as defined in this Section.
11. “Parental leave” means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care. Parental leave must be used within sixteen (16) weeks immediately after birth or placement unless the birth parent suffers from a pregnancy disability. When the birth parent suffers from a pregnancy disability, the period of sixteen (16) weeks for parental leave begins immediately after the pregnancy disability has ended provided the parental leave is used within the first year of the child’s life.
12. “Pregnancy disability” means a pregnancy-related medical condition or miscarriage.

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 (2) 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 days 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

E. The employee has been subpoenaed on the employers behalf; or

F. The subpoena is for a legal proceeding which is unrelated to the personal or financial matters of the employee; or

G. 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. Bereavement leave of up to five (5) days with pay, per occurrence, shall be allowed for the death of a member of the employee's family or household, or in the event of a loss of pregnancy. 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.

B. 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.

C. For purposes of this Section a family member is defined as parent, stepparent, siblings, 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 as defined by WAC 357.01.72. 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. 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.

D. In the event of the death of an aunt, uncle, niece, nephew, sibling-in-law, first cousin, and corresponding relatives of the employee's spouse or domestic partner, the Employer will approve the employee's accrued paid leave for all deaths up to a total of five (5) days for each calendar year.

21.4 FAMILY CARE EMERGENCY

A. An emergency is a situation or circumstance which results in an employee's inability to report for or continue scheduled work because of family care emergencies including:

1. Minor/dependent childcare emergencies, 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.
2. Elder care emergencies such as the unexpected absence of a regular care provider or unexpected closure of an assisted living facility.

B. The employee's supervisor may approve the use of annual leave, sick leave, Personal Leave Day, or leave without pay for family care emergencies as follows:

1. **Sick Leave**: May not exceed three (3) sick leave days in any calendar year, unless extended by the Chief Human Resource Officer.
2. **Annual Leave**: May not exceed three (3) annual leave days in any calendar year.
3. **Personal Leave Day**: May use their Personal Leave Day in full or an employee may be authorized to use increments of less than eight (8) hours.

C. No advance approval for leave is required for family care emergencies, however the employee is expected notify the employer as soon as the need is known, but no later than the beginning of the absence. If the employee is not reasonably able to provide notice at the beginning of the absence, they are to provide notice as soon as able. The employee may be required to provide verification of the need to take leave and that the situation was such that advance notice was not possible.

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 (6) 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 (1) 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, who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1250) hours during the previous twelve (12) month period, may request up to six (6) 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 in accordance with Article 18, 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 (1) 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, HATE CRIME, 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, stalking, or a hate crime. 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 10.99.020. 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 their 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, compensatory time, or shared leave 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. Family Medical Leave will run concurrently with the disability leave and is not additive.

C. Once other paid leave balance have been exhausted, if ineligible for FML, employees may request to use leave without pay in accordance with Article 19. However, for the month following their FML period, employees may retain and use a minimum of eight (8) hours paid leave balances including compensatory time sufficient to maintain University sponsored employee benefits. The eight (8) hours or more of leave, is to be used on the first day of the month.

21.10 STATE OF WASHINGTON PAID FAMILY MEDICAL LEAVE

An employee may use annual leave, sick leave, personal holiday, or compensatory time, as a supplemental benefit, during a period when the employee is receiving partial wage replacement under Title 50A RCW.

21.11 Should WAC 357-31 yield higher leave benefits, applicable to WSU civil service employees, than provided for in this Agreement, the University will follow the applicable WAC for employees covered by this Agreement.

21.12 VACCINATION LEAVE

The University must grant leave with pay to allow an employee to take a reasonable amount of leave with pay to travel and receive the Centers for Disease Control and Prevention (CDC) recommended vaccine(s) during a declared state of emergency due to

a pandemic if the vaccine is not offered at the workplace. The University may require that the request for leave be supported by documentation, which may include proof of the vaccination as allowed under WAC 357-31-325(5).

21.13 WILDFIRE AND OTHER NATURAL DISASTER LEAVE

In the event a public official declares that a state of emergency exists in any area of the state of Washington, the University will grant up to twenty-four (24) hours of leave with pay per occurrence to employees who are experiencing extraordinary or severe impacts, such as displacement from their homes temporarily or permanently through evacuation or significant damage or loss.

The University may require verification of the extraordinary or severe impacts related to the use of leave with pay and may take into account emergency operations requirements and/or program and staffing replacement requirements in the approval and scheduling of leave under this subsection in order to allow for the provision of continued essential services to the public. Leave under this subsection must be used within three (3) months from the date of the declaration. If hours of leave with pay are approved, an employee is not required to use them consecutively, and the leave does not need to be taken in full day increments according to WAC 357-31-326(4).

ARTICLE 22
ACCOMMODATIONS

22.1 REASONABLE ACCOMMODATION - DISABILITY

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. Only for the purposes of qualifying for disability related 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 their 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.

22.2 VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, HATE CRIMES, AND STALKING SAFETY ACCOMMODATIONS

A. An employee may request a reasonable safety accommodation if the employee is a victim of domestic violence, sexual assault, hate crime, or stalking (or perceived victim) as outlined in Article 21.

B. An employee may be required to show verification of the need for Domestic Violence, Sexual Assault and Stalking leave as outlined in Article 21 or a safety accommodation as outlined in Article 22. Verification includes: a police report or a court order showing the employee is a victim or in need of protection, Documentation from an advocate for victims, an attorney, a member of the clergy or a health care provider. Documentation shall retain its confidential or privileged nature of communication pursuant to the extent provided by law. An employee

may also provide a written statement that they or a family member are a victim and in need of the safety accommodation. Verification of the familial relationship to the victim can be in the form of a statement from the employee, a birth certificate, court document, or other similar documentation.

C. A reasonable safety accommodation may include, but is not limited to:

1. A transfer, reassignment, modified schedule, changed work telephone number, changed work email address, changed workstation, installed lock, implemented safety procedure, or any other adjustment to a job structure, workplace facility, or work requirement in response to actual or threatened domestic violence, sexual assault, hate crime, or stalking.

22.3 PREGNANCY ACCOMMODATIONS

A. A pregnant employee may request a reasonable accommodation, without the need to provide written certification from a health care provider for the following:

1. Providing more frequent, longer, or flexible restroom breaks;

2. Modifying a no food or drink policy;

3. Providing seating or allowing the employee to sit more frequently if their job requires them to stand;

4. Limiting lifting to 17 pounds or less.

B. In addition, a pregnant employee may request other workplace accommodation(s), as long as there is no significant difficulty or expense to the University. The following accommodations may require the Employee provide written certification from a health care provider.

1. Job restructuring, part-time or modified work schedules, reassignment to a vacant position, or acquiring or modifying equipment, devices, or an employee's work station;

2. Providing for a temporary transfer to a less strenuous or less hazardous position;

3. Scheduling flexibility for prenatal visits;

4. Lifting less than seventeen (17) pounds; and

5. Any further pregnancy accommodation an employee may need, and, to which an Employer must give reasonable consideration in

consultation with information provided on pregnancy accommodation by the department of labor and industries or the attending health care provider of the employee.

C. An Employer does not have to create a position for an employee asking for a pregnancy accommodation or transfer a less senior employee, or promote the pregnant employee as part of a reasonable accommodation.

22.4 REQUESTS FOR ACCOMMODATION

An employee who believes that they may need a reasonable accommodation to perform the essential functions of their 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 documentation with any request for accommodation, in accordance with this Article, 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.

22.5 DETERMINATIONS REGARDING ACCOMMODATIONS

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

22.6 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.

22.7 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.

22.8 RETURN TO WORK

A. If, within three (3) years of the disability separation, an individual submits a written notice from their medical practitioner that they are 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 the employee meets the minimum qualifications.

1. If an employee is rehired within two (2) years of a disability separation: The employee's seniority, anniversary, and periodic increment date will be restored.
2. The employee will serve a six (6) month probationary period.
3. 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.

B. 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. An Appointing Authority may authorize the payment of costs associated with obtaining and/or

maintaining licenses or certifications.

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 and Bargaining Unit 2 members only, the University will provide ServeSafe or other departmental 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, 2027, all salary ranges for classified employees covered by this Agreement will be increased by one (1) percent.

B. Effective July 1, 2028, 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. **Minimum Wage:** The University will implement any State of Washington minimum wage increase enacted during the term of this Agreement as mandated by the State.

E. **Minimum Wages Determined by Local Ordinances:** Any employee who has a permanent assigned duty station within a local jurisdiction which has passed an ordinance establishing a minimum wage higher than the minimum wage established by the State, will be paid no less than the minimum wage directed by the local ordinance.

F. For the term of this Agreement (July 1, 2027- June 30, 2029) only, the University agrees to pass through, at the rate of one-hundred (100) percent, any legislature approved salary increases to the General Services Salary Schedule to all job classes covered by this Agreement if the scale reflects a higher percentage than in Article 24.1.A and 24.1.B. Any increase will be applied no later than the date the legislature indicates the increases take effect. Should non-uniformed classified employees of the University represented by another union, receive general compensation increases at a higher percentage than those reflected in Article 24.1.A and 24.1.B during the 2026 negotiations session, employees covered by this Agreement will receive the same percentage general increases. Salary ranges for each Job Classification are identified in the Office of Financial Management State HR Classified Job Listing.

G. Should salary ranges assigned to job classifications on the Office of Financial Management State HR Classified Job Listing adjust upwards, those job classifications covered by this Agreement will adjust equally. The University will

continue to engage in reviews of classification compensation adjustments through the OFM Classification Compensation Needs Assessments process as the University deems appropriate, through the term of the Contract. Should salary ranges be approved and funded through the state to adjust upwards for WSU job classifications specifically, WSU will implement the adjustments no later than the date the legislature indicates the increases take effect.

H. All wage increases, salary adjustments, or economic benefits provided under this Agreement are subject to RCW 41.80.010 and specifically to subsection (4) (C).

24.2 RELOCATION 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.

24.3 SALARY MOVEMENT

A. Except as specified below, on an employee's periodic increment dates, they will receive a two (2) step increase within the assigned salary range until such time as they reach Step L.

B. **Recruitment and Retention:** An Appointing Authority may request to the Chief Human Resource Officer to adjust an employee's base salary up to step M within the salary range to address issues that are related to recruitment, retention or other business-related reason, such as equity, alignment, or competitive market conditions.

C. **Education Incentive**: An Appointing Authority may request to the Chief Human Resource Officer to adjust an employee's base salary up to two steps within the salary range, up to step M, for employees who obtain departmental pre-approved job-related training certificates, licensure or degrees, not required by the department. Determination of whether or not a certificate or license is job related, is at the discretion of the department. Employees must submit requests in advance in accordance with Article 23.

D. **Transfer:** When an employee transfers from one position to another position in the same or different classification at the same salary range, they will retain their step in the salary range.

E. **Promotion:** When an employee moves to a position in a classification with a higher

salary range, they 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.

F. **Demotion:**

1. When an employee is demoted to a position in a classification with a lower salary range they 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, they will be placed at the same step in the new range as they hold in the current range. An appointing authority may petition Human Resource Services to appoint the employee at a higher step in the range, not to exceed the salary range maximum.
3. When an employee is demoted or voluntarily demotes to a classification in which they have held permanent status, they will not serve a trial service period; unless the University determines the positions are not closely related, then a trial service period may be required.
4. When an employee is demoted or voluntarily demotes to a classification in which they have not held permanent status, they will serve a trial service period.

G. **Reversion:** When an employee voluntarily or involuntarily reverts during their trial service period, the employee returns to the classification in which they most recently held permanent status, or when they move to a classification in the same or lower salary range, the salary the employee was receiving prior to promotion will be reinstated.

H. **Elevation:** When an employee is promoted to a higher classification in which the employee previously held permanent status, they 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.

I. **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, they 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 and 20, Lead Workers:** The employee will be paid for the duration of their assignment in accordance with Article 7.1.H.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.

J. **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 the 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 their 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.

24.4 PREMIUM PAY

A. **Shift Differential**

1. An employee regularly assigned to a work shift in which the majority of time is worked on a daily basis between 6 PM and 6 AM, will receive shift

differential for all hours worked. The shift differential is two dollars, fifty cents (2.50) per hour or four hundred thirty five (435) dollars per month.

2. An employee regularly assigned day shift will receive shift differential when they are temporarily assigned a full shift which includes hours after 6 PM and before 6 AM where no overtime, or call back compensation is received. Shift differential for day shift employees is paid for only those hours worked between 6 PM and 6 AM. The shift differential is two dollars, fifty cents (2.50) per hour.

3. Any increase to Shift Differential rates approved for the University will be universally applied to this Agreement.

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 (7) percent 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. **Eligible Work:**

   a. Work on a swing staging or tile/slate/metal roof (without protective parapet) which is thirty-five (35) feet or more above the ground or floor.

   b. Sandblasting work requiring special protective clothing and air line respiratory protection.

   c. Work requiring a full face mask with air line or catalytic-type respiratory protection.

3. The hourly salary premium for hazardous conditions is one dollar and fifty cents ($1.50) per hour with a two (2) hour minimum per event.

4. The University will provide necessary training prior to assigning these tasks to employees.

24.5 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.

24.6 SALARY OVERPAYMENT

A. 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 provide any required

notice, administer the recovery of wages, or any associated challenge.

B. The employee may choose one of the following options for paying back the overpayment:

1. Voluntary payroll deduction,
2. Cash, or
3. Check.

C. Unless otherwise agreed by the employee, repayment shall be made over a period of time at least equal to the number of pay periods during which the overpayment occurred. However, the payroll deduction to repay the overpayment shall not exceed five percent (5%) of the employee's disposable earnings in any pay period, unless by a written mutual agreement of the employee and employer.

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 the Agreement on the same basis these programs are provided for all other University Employees. The University will provide notice to the Union of changes to parking rates and lot designation adjustments on campuses/locations with bargaining unit 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.
4. Using leave without pay.

D. **Suspended Operations:** Employees who do not work during suspended operations may use any combination of the following options to account for hours not worked:

1. Using any accrued compensatory time. Employees may request to retain up to sixteen (16) hours of accrued compensatory time to be used during the December Reduced Operations period. All other compensatory time provisions outlined in this Agreement apply.
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.
4. Using leave without pay.
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 University wide 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. This does not include administrative support.

1. University Wide council meetings will be conducted two (2) times per year and will be convened within twenty-one (21) days after the request is made.

B. The individual Bargaining Unit Councils will be composed of three (3) bargaining unit employees, a WFSE representative, and up to an equivalent number of University representatives. This does not include administrative support. By mutual agreement between the parties, the composition can be more or less than what is described above.

1. Bargaining Unit Council meetings will be held quarterly and will be convened within twenty-one (21) days after the request is made.

C. 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.

D. A University representative, with the authority to act on behalf of the University, will chair the meeting.

E. The Union and the University may designate appropriate resource person(s) who may be in attendance at meetings to act as advisor(s).

F. Additional meetings may be scheduled upon mutual agreement of the Parties. Not less than seven (7) working days prior to convening a University or Bargaining Unit 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.

G. 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.

H. Upon notice from the Union, 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.

I. 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. Employee attendance at the meeting will be allowed as long as the attendance does not result in an operational hardship as determined by the University. For purposes of calculating overtime, attendance at the meetings during the employee's regularly scheduled shift, 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. Attendance via telephone or video will be an option for remote attendees.

J. 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, the request shall be submitted to the University's Labor Relations Officer.
2. If the University requests to meet with the Union, the 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. Employee attendance at the meeting will be allowed as long as the attendance does not result in an operational hardship as determined by the University. For purposes of calculating overtime, during the employee's regularly scheduled shift, 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. Attendance via telephone or video will be an option for remote

attendees.

E. Such meetings shall be chaired by the University's Labor Relations Officer or their 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 the employee 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 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 their official union representative provided the 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 <u>Labor Relations Officer</u>: The Union shall submit two (2) copies of a written grievance to the University's Labor Relations Officer or their 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 their 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 <u>Appointing Authority</u>: 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 themselves 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 (1) 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, 2027 and will remain in effect through June 30, 2029. 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, 2030, whichever is earlier. Thereafter, the University may unilaterally implement according to law.

30.2 COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS

A. For the negotiations of the 2029-2031 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 the five hundred (500) hours among the Table Team shall be determined by the Union.

B. Confidentiality/Media Communication

1. Bargaining sessions will be closed to the press and the public unless agreed otherwise by the chief spokespersons.
2. No proposals will be placed on the parties' websites.
3. The parties are not precluded from generally communicating with their respective constituencies about the status of negotiations while they are taking place.
4. There will be no public disclosure or public discussion of the issues being negotiated until resolution or impasse is reached on all issues submitted for negotiations. This does not preclude the discussion of these items with their respective constituencies or other applicable entities.

APPENDIX A 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 employees in the Construction Services, Maintenance Services, and Waste Management Sections within the Facilities Services/Operations Department at 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.

Bargaining Unit #20

Bargaining Unit 20 at Washington State University consists of all non-supervisory employees of the Farm and Maintenance Operations Unit of the Puyallup Research Extension Center of Washington State University, excluding, supervisors, faculty, exempt and all other employees.

APPENDIX B

UPPM 60.43 PAID SICK LEAVE FOR TEMPORARY HOURLY EMPLOYEES

Washington State University
UNIVERSITY POLICIES AND PROCEDURES MANUAL PERSONNEL
60.43
Revised 12-20
Human Resource Services 509-335-4521

OVERVIEW

Effective January 1, 2018 temporary hourly employees accrue paid sick leave (PSL) for all hours worked, including overtime, in accordance with *RCW* 49.46.200 and *WAC* 296-128-620.

For purposes of this policy, temporary hourly employees are non-student, student, and work-study employees. The calendar year is January 1 through December 31.

LEAVE ACCRUAL

Temporary hourly employees begin accruing PSL on the first day of a new appointment. PSL accrues at the rate of one hour for every forty hours worked, including overtime hours. Hours worked do not include PSL hours used. *WAC* 296-128-620

PSL is calculated each pay cycle. Employees may use accrued PSL on the first day of the month following accrual.

Employees and department personnel administrators may view available PSL balances in Workday
Unused accrued PSL of 40 hours or less must be carried over to the following calendar year. Any unused accrued PSL over 40 hours as of December 31 is lost.

REPORTING LEAVE

Overtime-eligible temporary hourly employees report sick leave used on the Absence Calendar in Workday.

Temporary hourly employees must notify their supervisor as soon as reasonably possible when absent because of illness, injury, or other reason for authorized use of PSL as set forth under Authorized Use of PSL.

For absences exceeding three days, the University may require written medical verification that the employee's use of PSL is for an authorized purpose, provided that the verification does not result in an unreasonable burden or expense on the employee. (*RCW* 49.46.210(1)(b) and (c))

Employees have the right to assert the verification requirement results in an unreasonable burden

or expense on the employee. The employee may provide an oral or written explanation. (*WAC* 296-128-660 (4)) Employees must provide any such required verification within a reasonable time period during or after the leave.

AUTHORIZED USE OF PSL

Temporary hourly employees may use their accrued PSL for the following reasons:

- An absence: (*RCW* 49.46.210)
    - Resulting from an employee's mental or physical illness, injury, or health condition;
    - Accommodating the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
    - Resulting in an employee's need for preventive medical care.
- To allow the employee to provide care: (*RCW* 49.46.210)
    - For a family member with a mental or physical illness, injury, or health condition;
    - Of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
    - For a family member who needs preventive medical care.
- When the University has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason (*RCW* 49.46.210); and
- For absences that qualify for leave under the domestic violence leave act (*RCW* 49.76).

SHIFT SWAPPING

A department may not require a temporary hourly employee to:

- Attempt to find a replacement worker to cover the employee's work hours in which the

employee is using PSL.

- Work additional hours to make up for the time missed when the employee is on authorized PSL.

If requested by a temporary hourly employee, a department may allow the employee to:

- Work additional hours to make up for the time missed when the employee is on authorized PSL.
- Trade shifts in lieu of using available PSL.

DEFINITION OF FAMILY MEMBER

For the purposes of this policy and in accordance with *RCW* 49.46.210, the term *family member* means any of the following:

- A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
- A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- A spouse
- A registered domestic partner
- A grandparent
- A grandchild
- A sibling

PROCESS ADMINISTRATION

PSL is paid at the hourly rate that an employee earns for the shift in which PSL is used.

If an employee has more than one appointment, the cost of PSL is charged to the department budget associated with the appointment in which PSL is used.

Hours worked are counted towards the accrual of PSL for students receiving work-study. Payment of PSL cannot be charged to work-study funds. The PSL is charged to the department budget associated with the work-study appointment.

Temporary hourly employees record the number of hours worked, pieces completed, and PSL hours used each workday in the Workday Time Entry calendar.

SEPARATION AND RE-EMPLOYMENT

Unused accrued PSL is not paid out when a temporary hourly employee separates or their appointment ends.

A temporary hourly employee's unused PSL is reinstated and is available for use the first day of a new appointment if the employee is rehired within 12 months of separation into a temporary hourly position, overtime eligible civil service position, or an overtime eligible AP or Faculty position.

NOTIFICATION TO EMPLOYEE

Employing departments are required to provide the following documentation to each temporary hourly employee no later than the first day of the employee's appointment:

- Conditions for Temporary Employment document,
- Written notice of the conditions of the employee's employment, and
- Written notice of entitlement to PSL. (*WAC* 296-128-760 and *WAC* 357-19-444)

The department should provide the Conditions for Temporary Employment prior to the first day of each appointment and upon any subsequent change to the conditions of the employee's employment. The department must retain the original signed document in the department personnel file. See *UPPM* 60.26.

RETALIATION

Washington State University may not interfere with, restrain, or deny the exercise of any employee right provided under or in connection with *RCW* 49.46. (*WAC* 296-128-770).

APPENDIX C UPPM 60.14 NEPOTISM

Washington State University
UNIVERSITY POLICIES AND PROCEDURES MANUAL

PERSONNEL 60.14
Revised 06-2024
Human Resource Services 509-335-4521

NEPOTISM

1.0 Overview and Purpose

The University generally prohibits employees from holding positions of academic or professional authority or engaging in other institutional decisions affecting family or household members. In some cases, a written conflict management plan may be entered into when the relationship is promptly disclosed and management is feasible, in accordance with Section 4.2. (Refer to UPPM 60.13 regarding consensual relationships.)

The purpose of this policy is to minimize the potential for conflict of interest.

In certain situations where there is overlap in work responsibilities, a conflict of interest may exist even when neither party holds a position of academic or professional authority over the other. In those situations, the conflict of interest provisions in the University Ethics Policy (UPPM 10.65, Section 4.0) apply.

2.0 Definitions

2.1 Family Member

For the purposes of this policy, family members are defined as the employee's:

- Spouse or partner;
- Parent, child, grandparent, grandchild, sibling, half-sibling, step-sibling, sibling-in-law, parent-in-law, child-in-law, stepchild, stepparent, aunt, uncle, niece, nephew, first cousin, the spouse or partner of any of these.

2.2 Household Member

Household members are defined as persons who reside in the same home and who have

reciprocal duties and 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, boarding house, or commune.

2.3 Position of Academic or Professional Authority

An employee has a position of academic or professional authority over another person when the employee has or may reasonably anticipate a future responsibility for the following actions involving another:

- Supervising;
- Directing;
- Overseeing;
- Recommending;
- Instructing;
- Coaching;
- Mentoring;
- Compensating;
- Evaluating;
- Grading;
- Advising;
- Disciplining; and/or
- Providing benefits to, or having some other control or influence on:
    - Employment;
    - Educational status;
    - University-owned housing; or
    - Professional future.

This definition applies to off-campus, curricular, co-curricular, and extracurricular activities.

3.0 Applicability

This policy applies to all WSU personnel, full-time and part-time, including:

- Staff;
- Faculty (all ranks, including emeritus);
- Officers;
- Student employees (graduate, professional, and undergraduate);
- Residence Life staff;
- Coaches;
- Contingent workers;
- University personnel assigned to WSU-affiliated entities; and
- Volunteers.

For purposes of this policy, the terms "University employees" and "University personnel" include all these categories and are used interchangeably.

4.0 Requirements

4.1 Prohibited Conduct

Employees:

- May not hold a position or academic or professional authority over a family or household member; and
- Are required to recuse themselves from participating in any institutional decision that may materially affect the status or interest (academic, financial, professional, personal, or otherwise) of their family or household member.

4.2 Disclosure and Management Plan

In some cases, conflicts of interests based on family or household relationships can be managed. The employee in the position of academic or professional authority is required to promptly disclose the relationship to their supervisor (department chair or director, for faculty). The

supervisor consults with Human Resource Services (HRS) and the next level supervisor (typically the college dean for faculty) to evaluate the disclosure. The supervisor may also consult with the WSU Ethics advisor to help determine whether a management plan would:

- Adequately address actual and potential conflicts of interest; and
- Be consistent with UPPM 10.65 (University Ethics Policy).

If it is determined that management is feasible, the supervisor issues a written conflict management plan to:

- The individuals involved;
- The next level supervisor(s);
- Other WSU offices involved in the matter;
- HRS; and
- Provost's Office (if involving faculty).

The plan must address the actual or potential conflicts of interest and other issues that may arise. The plan may:

- Change reporting lines;
- Adjust responsibilities (including teaching and related assignments); or
- Require other actions that provide for the protection of individual and University interests.

Adjustments are not guaranteed, and alternatives may not be available. The management plan may be declined or discontinued if at any time it becomes apparent that the relationship cannot be managed without potential harm/negative impact to individuals or the functioning of the unit or University.

Approval of a management plan does not permit an employee to participate in decisions affecting a family or household member.

HRS maintains the management plan in the employee(s)' official personnel file. The department maintains the management plan in the departmental file for nonemployees.

5.0 Reporting and Noncompliance

Supervisors are required to promptly report possible violations of this policy within their units to HRS. Others are strongly encouraged to report possible violations to HRS.

Alleged violations of this policy are handled in accordance with the applicable employee manual, handbook, or rules and may result in corrective or disciplinary action. University employee manuals, handbooks, and rules include:

- Faculty Manual;
- Administrative Professional Handbook;

University employee manuals, handbooks, and rules include (cont.):

- University Policies and Procedures Manual (UPPM), previously Business Policies and Procedures Manual (BPPM);
- WAC 357-40; and
- Applicable collective bargaining agreements.

Student employees in positions of professional or academic authority who violate this policy may be subject to sanctions under the Standards of Conduct for Students (WAC 504-26).

6.0 Retaliation

Retaliation against any individual because that person has made a report or assisted with a report or investigation under this policy is prohibited and may constitute an independent basis for corrective or disciplinary action. Retaliation includes:

- Threats;
- Coercion; or
- Any adverse action that impacts or is intended to impact the individual.

Retaliation is handled in accordance with the applicable employee manual, handbook, or rules, or the Standards of Conduct for Students, and may result in corrective or disciplinary action.

7.0 Resources and Related Policies

7.1 Resources

Questions or concerns regarding this policy, disclosures, or reports of noncompliance may be

made to HRS; e-mail hrs@wsu.edu; telephone 509-335-4521.

7.2 Related Policies

- University Ethics Policy (UPPM 10.65; refer to Section 4.0: Conflict of Interest)
- Consensual Romantic Relationships (UPPM 60.13)
- University Purchases from State Employees (UPPM 70.15)

APPENDIX D 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).

If pay period is:	**And if pay day for regular wages is:**	**Then pay day for overtime wages must be no later than:**
1st of the month - 15th day of the month	25th of the month	10th of the following month
16th of the month - 30th or 31st of the month	10th of the following month	25th of the following month

(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.

If pay period is:	**And if pay day for regular wages is:**	**Then pay day for overtime wages must be no later than:**
1st of the month - 15th day of the month	25th of the month	10th of the following month
16th of the month - 30th or 31st of the month	10th of the following month	25th of the following month

(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 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.

MEMORANDUM OF UNDERSTANDING (MOU) - PARKING
BETWEEN WASHINGTON STATE UNIVERSITY (WSU)
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES (WFSE)

The Parties agree to allow WFSE bargaining unit members the following for the 2027 - 2029 WSU and WFSE Collective Bargaining Agreement (CBA):

WSU will designate the Cattle Feeding Lab parking lot (lot 190) as a blue lot for the 2027-2029 parking permit years. (August 1, 2027 – July 31, 2028, and August 1, 2028 – July 31, 2029). The parking permit rates shall only increase for this lot at the same amount as any other permit increase.

SIGNATURE PAGE

The parties, by their signatures below, accept and agree to the terms and conditions of this collective bargaining agreement.

Executed this 25th day of September, 2026.

Washington State University	WFSE
Elly R Cantwell	Ron Heley
Dr. Elizabeth R. Cantwell, President	Ron Heley, WFSE Labor Negotiator