



**2025 – 2027**

**Collective Bargaining Agreement**

**By and Between**

**Western Washington University**

**And**

**Washington Federation  
of State Employees**

**Effective  
July 1, 2025 through June 30, 2027**



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## **PREAMBLE**

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

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

## **ARTICLE 1** **UNION RECOGNITION**

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

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

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

## **ARTICLE 2** **NON-DISCRIMINATION**

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

**2.3** Employees who feel they have been the subjects of discrimination and/or harassment based on a characteristic listed in Section 2.2 including sexual harassment, are encouraged to address these issues and seek resolution. Employees are encouraged to inform their supervisor or other management staff, if they feel comfortable doing so, and seek assistance from the Equal Opportunity (EO) Office, which provides both informal and formal resolution processes. In cases where an employee files both a union grievance and an internal Equal Opportunity Office discrimination complaint regarding the same alleged discrimination, the union grievance will be suspended until the internal EO complaint process has been completed. Following completion of the internal EO complaint process, the Union may request the union grievance process be continued. Such request must be made within twenty-one (21) calendar days of the employee and the Union being notified in writing of the findings of the internal complaint.

**2.4** Both parties agree that unlawful harassment or bullying will not be tolerated.

**2.5** Both parties agree that nothing in this Agreement will prevent the implementation of an approved affirmative action plan.

**2.6** Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint with the Washington State Human Rights Commission, the Office for Civil Rights of the U.S. Department of Education, the Equal Employment Opportunity Commission, or other relevant civil rights agencies. However, in cases where an employee files both a union grievance and a discrimination complaint with a civil rights agency regarding the same alleged discrimination, the union grievance will be suspended until the complaint process has been completed. Following completion of the complaint process, the Union may request the union grievance process be continued. Such request must be made within twenty-one (21) calendar days of the union being notified in writing by the University Human Resources Office that the investigation into the complaint has been completed.

### **ARTICLE 3**

### **WORKPLACE BEHAVIOR**

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

**3.2** Inappropriate workplace behavior, including harassment or bullying as described in Article 2, by employees, supervisors and/or managers will not be tolerated. If an employee and/or the employee's union representative believes the employee has been subjected to inappropriate workplace behavior, the employee and/or the employee's representative is encouraged to report this behavior to the employee's supervisor, a manager in the employee's chain of command and/or the Human Resources Office. The University will

treat any report seriously, investigate the reported behavior in a timely manner and will determine if corrective or disciplinary action is appropriate and necessary. The employee and/or Union will be provided with an update on the status of the investigation upon request, and will be notified upon conclusion of the investigation.

**3.3** Retaliation against employees who make a workplace behavior complaint, or witnesses who provide information regarding such a complaint, will not be tolerated. The University will investigate reports of retaliation in a timely manner and will determine if corrective or disciplinary action is appropriate and necessary. The employee and/or Union will be provided with an update on the status of the investigation upon request, and will be notified upon conclusion of the investigation.

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

Did or did not investigate

Did or did not determine if discipline is appropriate and necessary

Did or did not notify the employee and/or union

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

## **ARTICLE 4** **HIRING AND APPOINTMENTS**

### **4.1 Filling Positions**

The University will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. The University can fill a position on a full-time or part-time basis.

#### **A. Definitions:**

1. A full-time appointment is an appointment to a position scheduled to work forty (40) hours in one work week.
2. A part-time appointment is an appointment to a position scheduled to work less than full-time, but more than twenty (20) hours in a workweek.
3. **Permanent Employee.** A benefits-eligible (.5 FTE or greater) bargaining unit employee who has successfully passed the probationary period of employment and is employed by the University on a permanent basis.
4. **Internal Candidate.** A bargaining unit employee currently employed by the University on a permanent basis.

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

## 4.2 Types of Appointment

- A. **Regular Employment.** The Employer may fill a position with a regular employment appointment for positions scheduled to work twelve (12) months per year.

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

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

C. Project Employment.

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

D. In-Training Employment.

1. The Employer may designate specific positions, groups of positions, or all positions in a job classification or series as in-training. The Employer will document the training program, including a description and length of the program. The Employer will discuss any proposed in-training series at a Joint Labor-Management Committee meeting prior to implementation.
2. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The Employer may separate from classified service any employee who has completed the probationary period for an in-training appointment but does not successfully complete the subsequent trial service periods required by the in-training program. Employees who are not successful may be separated at any time with three (3) working days' notice from the Employer.

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

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

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

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

4. A trial service period may be required for each level of the in-training appointment, or the entire in-training appointment may be designated as the trial service period. The Employer will determine the length of the trial service period or periods to be served by an employee in an in-training appointment.

5. If a trial service period is required for each level of the in-training appointment, the employee will attain permanent status upon successful completion of the training program at each level.
6. If the entire in-training program—meaning all levels within the in-training appointment—is designated as a trial service period, the employee will attain permanent status upon successful completion of the training requirements for the entire in-training program.

#### **4.3 Employee Status**

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

#### **4.4 Certification of Applicants**

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

#### **4.5 Review Periods**

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

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

3. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.
4. An employee who transfers, promotes or voluntarily demotes prior to completing their initial probationary period will serve a new probationary period. The length of the new probationary period will be in accordance with Subsection 4.5 A.1, unless adjusted by the Employer for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.

B. Trial Service Period

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

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

If the University fails to provide three (3) working days' notice, the reversion will stand and the employee will be entitled to payment of the

difference in the salary for up to three (3) working days, which the employee would have worked at the higher level if notice had been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status in the higher classification.

5. Employees who have no reversion options or do not revert to the classification they held prior to the trial service period may request the Human Resources Office to place their names on the layoff list for positions in job classifications where they had previously attained permanent status.
6. An employee serving a trial service period may voluntarily revert to their former position within sixty (60) calendar days after the appointment, provided that the position has not been filled or an offer has not been made to an applicant. The University may consider requests after the sixty (60) day period. After sixty (60) days, an employee serving a trial service period may voluntarily revert at any time to a vacant position that is:
  - a. Within the employee's previously held job classification; or
  - b. At or below the employee's previous salary range.

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

The reversion of an employee who is unsuccessful during their trial service period is not subject to the grievance procedure in Article 31.

- C. Transition Review Period. In accordance with Article 36, Layoff and Recall, the University may require an employee to complete a transition review period.

## **ARTICLE 5** **TEMPORARY APPOINTMENTS**

### **5.1   Temporary Appointments**

The Employer may make temporary appointments in accord with WAC 357-04. Unless otherwise permitted by applicable law and regulation, individuals in temporary appointments are limited to a single appointment of no more than one thousand fifty (1,050) hours of work.

- A. Represented Individuals. Excluding students, individuals in temporary appointments who work between three hundred fifty (350) hours and one thousand fifty (1,050) hours who are members of the bargaining units identified in Article 1 represented by the Union, are governed by the specific terms of this Article. Unless identified in Section 5.10 or 5.11, below, no other Articles in this Agreement apply to represented individuals.
- B. Non-Represented Individuals. All other individuals, including students, in temporary appointments who work less than one thousand fifty (1,050) hours

during any consecutive twelve (12) month period are not covered by this Agreement.

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

## **5.2 Compensation**

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

## **5.3 Hours of Work and Overtime**

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

## **5.4 Release Time for Interviews**

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

## **5.5 Paid Sick Leave**

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

## **5.6 Probationary Period**

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

## **5.7 Suspended Operations**

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

- A. When prior notice has not been given, represented individuals released until further notice after reporting to work will be compensated for hours worked on the first day of suspended operations.
- B. Represented individuals who are not required to work during suspended operations may request and may be granted a schedule change during their workweek.
- C. Represented individuals who are required to work during suspended operations will receive their regular hourly rate for work performed during the period of suspended operation. Overtime worked during suspended operations will be compensated in accordance with Section 5.3, above.

## **5.8 Remedial Action**

- A. If a represented individual has worked more than one thousand fifty (1,050) hours in the twelve (12) month period from the individual's original date of hire, they may request remedial action from the Director of the Department of Personnel in accordance with WAC 357-49. Following the Director's review of the remedial action request, an individual may file exceptions to the Director's decision in accordance with WAC 357.
- B. Remedial action is not subject to the provisions of the grievance procedure specified in Section 5.12, below.

## **5.9 Privacy and Off-Duty Conduct**

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

## **5.10 Reasonable Accommodation**

Sections 35.1 through 35.4 of Article 35, Reasonable Accommodation and Disability Separation, apply to represented individuals.

## **5.11 Other Provisions**

The following Articles in this Agreement apply to represented individuals:

Article 2	Non-Discrimination
Article 3	Workplace Behavior
Article 21	Safety and Health
Article 22	Uniforms, Tools and Equipment
Article 23	Drug and Alcohol Free Workplace

Article 24	Travel
Article 25	Commute Trip Reduction and Parking
Article 26	Licensure and Certification
Article 32	Legal Defense
Article 33	Employee Assistance Program
Article 34	Employee Files
Article 37	Management Rights
Article 38	Mandatory Subjects
Article 39	Joint Labor-Management Committee
Article 41	Union Activities
Article 42	Union Dues Deduction and Status Reports
Article 47	Childcare Centers
Article 48	Employee Lounge Facilities
Article 49	Strikes
Article 53	Entire Agreement
Article 54	Savings Clause
Article 55	Printing of Agreement
Article 56	Term of Agreement

## 5.12 Grievance

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

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

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

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

## ARTICLE 6 PERFORMANCE EVALUATION

### 6.1 Objective

The performance evaluation process gives a supervisor an opportunity to discuss performance goals with their employee and assess and review their performance with

regard to those goals. Supervisors can then provide support to the employee in their professional development, so that skills and abilities can be aligned with the University's mission and goals. Performance problems should be brought to the attention of the employee at the time of the occurrence to give them an opportunity to address the issue.

## **6.2 Evaluation Process**

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

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

## **ARTICLE 7** **HOURS OF WORK**

### **7.1 Definitions**

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

### **7.2 Determination**

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

### **7.3 Work Schedules**

#### A. **Work Schedules**

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

change the regular work schedule with prior notice to the employee as described in Sub-section B below.

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

B. Schedule Changes

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

C. Work Interruptions During Off-Duty Time. Time spent responding to work-related telephone calls or texts that are received during non-work time and require a response that takes five (5) minutes or more to complete per occurrence will be considered time worked. Employees are expected to avoid calls or texts to off-duty personnel that are not authorized by a supervisor or required by a time-sensitive work matter.

#### **7.4 Overtime-Eligible Employees Unpaid Meal Periods**

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

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

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

#### **7.6 Overtime-Eligible Employees Rest Periods**

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

#### **7.7 Overtime-Eligible Employees - Positive Time Reporting**

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

## **ARTICLE 8** **OVERTIME**

**A. Eligibility**

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

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

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

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

**D. Work for overtime purposes does not include:**

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

## **8.2 General Provisions**

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

## **8.3 Compensatory Time for Overtime-Eligible Employees**

- A. Compensatory Time Eligibility. The Employer may grant compensatory time in lieu of cash payment for overtime to an overtime-eligible employee, upon agreement between the Employer and the employee. Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked.
- B. Maximum Compensatory Time. Employees may accumulate no more than one hundred and sixty (160) hours of compensatory time.
- C. Compensatory Time Use. An employee must use compensatory time prior to using vacation leave, unless this would result in the loss of their vacation leave or the employee is using vacation leave for Domestic Violence Leave. Compensatory time must be used and scheduled in the same manner as vacation leave, as in Article 11, Vacation Leave. Employees may use compensatory time for leave as required by the Domestic Violence Leave Act, RCW 49.76.
- D. All compensatory time in excess of eighty (80) hours must be used by June 30th of each year. If compensatory time balances are not scheduled to be used by the employee by April of each year, the supervisor will contact the employee to review their schedule. The employee's compensatory time balance in excess of eighty (80) hours will be cashed out every June 30<sup>th</sup>. When an employee separates from the Employer, the employee's compensatory time balance will be cashed out. WWU will continue its current practice with respect to compensatory time cash out when the employee transfers to another position.

## **ARTICLE 9** **REMOTE WORK**

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

## **ARTICLE 10** **TRAINING AND EMPLOYEE DEVELOPMENT**

**10.1** The Employer and the Union recognize the value and benefit of education and training designed to enhance an employee's ability to perform their job duties. Training and employee development opportunities will be provided to employees in accordance with University policies and available resources.

**10.2** Attendance at employer-required training will be considered time worked. The Employer will make reasonable attempts to schedule employer-required training during an employee's regular work shift. The Employer will pay the registration, and associated travel costs in accordance with Article 24, for employer-required training.

**10.3 Master Agreement Training**

- A. The Employer and the Union agree that training for managers, supervisors and union stewards responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current union stewards, and the Employer will provide training to managers and supervisors on this Agreement.
- B. The Union will present the training to current union stewards within each bargaining unit. Union stewards will be released with pay on one (1) occasion during the term of this Agreement for up to four (4) hours to attend the training. Union stewards who attend the training during their non-work hours will not be compensated for training. The parties will agree on the date, time, number and names of stewards attending each session.

Additional release time may be provided in accordance with Article 41.8.

- C. The Employer will arrange training on this Agreement for all bargaining unit employees. The Employer and the Union recognize the value of and encourage joint training.

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

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

**10.6 New Employee Orientation**

- A. When the Employer provides a formal new employee orientation program, the Union will be given an opportunity to have a Union representative speak to the new employees who will be placed in bargaining unit positions within the jurisdiction of WFSE, and being oriented for not more than thirty (30) minutes to provide information about the Union and this Agreement.
- B. For new employees who do not complete a formal orientation, the Union will be given an opportunity to have a Union representative speak to the new employees who will be placed in bargaining unit positions within the jurisdiction of WFSE for not more than thirty (30) minutes to provide information about the Union and this Agreement.
- C. When the Employer provides new employee orientation on-line, the Employer agrees to provide each new employee with an orientation package provided by the Union.
- D. The University will notify the Union, at the email address NEO@wfse.org, at least one (1) week prior to an orientation process as described above. The University will notify the Union at least forty-eight (48) hours prior to the orientation if employees who will be placed in bargaining unit positions within the jurisdiction of WFSE have registered.

**ARTICLE 11  
HOLIDAYS**

**11.1 Paid Holidays**

The following days are paid holidays for all eligible employees:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Day after Thanksgiving
Christmas Day	December 25

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

## 11.2 Observance of Holidays

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

## 11.3 Holiday Rules

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

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

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

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

#### **11.4 Personal Holidays**

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

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

2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 20.13; or
3. Leave as required by the Domestic Violence Leave Act, RCW 49.76.

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

## **11.5 Winter Break Day**

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

## **ARTICLE 12**

### **VACATION LEAVE**

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

## **12.2 Vacation Leave Credits**

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

## **12.3 Vacation Leave Accrual**

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

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

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

#### **12.4 Vacation Scheduling for 24/7 Operations**

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

#### **12.5 Vacation Scheduling for All Employees**

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

#### **12.6 Family Care**

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

#### **12.7 Military Family Leave**

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

#### **12.8 Domestic Violence Leave**

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

## **12.9 Use of Vacation Leave for Sick Leave Purposes**

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

## **12.10 Emergency Childcare**

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

## **12.11 Vacation Cancellation**

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

## **12.12 Vacation Leave Maximum**

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

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

## **12.13 Separation**

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

## **ARTICLE 13** **SICK LEAVE**

### **13.1 Sick Leave Accrual**

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

- A. Part-time employees will accrue a prorated amount of sick leave credit based on their appointment percentage.
- B. Employees who take leave without pay for more than ten (10) days in any calendar month, including but not limited to periods of FMLA leave and disability leave when employees are not being paid by the Employer, will accrue sick leave for that month at a rate of one (1) hour for every forty (40) hours worked
- C. Sick leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.

### **13.2 Sick Leave Use**

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

- domestic partner;
- child
- grandchild,
- foster child,
- child-in-law
- grandparent;
- parent,
- sibling
- aunt/uncle,
- niece/nephew,
- first cousin;
- Sibling in-law
- corresponding relatives of employee's spouse, significant other or domestic partner.

9. Childcare emergencies after the employee has exhausted all of their accrued compensatory time.
10. Leave for Military Family Leave as required by RCW 49.77 and in accordance with Article 19.13.
11. Leave for Domestic Violence Leave as required by RCW 49.76.

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

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

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

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

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

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

### **13.4 Restoration of Vacation Leave**

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

### **13.5 Sick Leave Reporting and Verification**

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

### **13.6 Sick Leave Annual Cash Out**

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

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

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

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

### **13.7 Sick Leave Separation Cash Out**

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

### **13.8 Reemployment**

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

### **13.9 Carry Forward and Transfer**

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

## **ARTICLE 14 SHARED LEAVE**

### **14.1 Applicable Law**

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

### **14.2 Shared Leave**

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

- A. “Domestic violence” means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in RCW 10.99.020; sexual assault of one family or household member by another family or household member; or stalking as defined in RCW 9A.46.110 of one family or household member by another family or household member.
- B. “Employee” means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
- C. “Employee’s relative” normally is defined to include:
  - 1. Child, including biological, adopted, or foster child, stepchild, or for whom the employee stands in loco parentis, is a legal guardian or is de facto parent, regardless of age or dependency status;
  - 2. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
  - 3. Spouse;
  - 4. Registered domestic partner as defined by RCW 26.60;
  - 5. Grandparent;
  - 6. Grandchild; or
  - 7. Sibling.
- D. “Household members” is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include, but is not limited to, foster children and legal wards. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.

- D. “Service in the uniformed services” means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.
- E. “Severe” or “extraordinary” condition is defined as serious or extreme and/or life threatening.
- F. “Sexual assault” has the same meaning as in RCW 70.125.030.
- G. “Stalking” has the same meaning as in RCW 9A.46.110.
- H. “Uniformed services” means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.
- I. “Victim” means a person that domestic violence, sexual assault, or stalking has been committed against as defined in this Article.

### **14.3 Shared Leave Receipt**

- A. An employee may be eligible to receive shared leave if the Employer has determined the employee meets any of the following criteria:
  - 1. The employee suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
  - 2. The employee has been called to service in the uniformed services;
  - 3. A state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has the needed skills to assist in responding to an emergency or its aftermath and volunteers their services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee’s offer of volunteer services; or
  - 4. The employee is a victim of domestic violence, sexual assault, or stalking.

- B. The illness, injury, impairment, condition, call to service, emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking has caused, or is likely to cause, the employee to:
  - 5. Go on leave without pay status; or
  - 6. Terminate state employment.
- C. The employee's absence and the use of shared leave are justified.
- D. The employee has depleted or will shortly deplete their:
  - 7. Vacation leave, sick leave and personal holiday if the employee qualifies under 13.2 A.1;
  - 8. Vacation leave and paid military leave allowed under RCW 38.40.060 if the employee qualifies under 13.2 A.2; or
  - 9. Vacation leave or personal holiday if the employee qualifies under 13.2 A.3 or 13.2 A.4.
- E. The employee has abided by the Employer's policy regarding:
  - 10. Sick leave use if the employee qualifies under 13.2 A.1 and 13.2 A.4; or
  - 11. Military leave if the employee qualifies under 13.2 A.2.
- F. The employee has diligently pursued and been found to be ineligible for benefits under RCW 51.32 if the employee qualifies under 13.2 A.1.

#### **14.4 Shared Leave Use**

- A. The Employer will determine the amount of leave, if any, which an employee may receive. However, an employee will not receive more than five hundred twenty-two (522) days of shared leave during their entire duration of state employment, except that, the Employer may authorize shared leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the shared leave program because he or she is suffering from an illness, injury, impairment or physical or mental condition that is of an extraordinary nature.
- J. The Employer will require the employee to submit, prior to approval or disapproval:
  - 1. A medical certificate from a licensed physician or health care practitioner verifying the employee's required absence, the description of the medical

problem, and expected date of return-to-work status for shared leave under 14.2 A.1;

2. A copy of the military orders verifying the employee's required absence for shared leave under 14.2 A.2; or
3. Proof of acceptance of an employee's offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency for shared leave under 14.2 A.3.

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

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

L. The Employer should consider other methods of accommodating the employee's needs, such as modified duty, modified hours, flex-time or special assignments in lieu of shared leave usage.

M. Leave transferred may be transferred from employees of WWU to another employee of WWU or, with the approval of the heads of both state agencies, higher education institutions, school district, or educational service districts, to an employee of another state agency, higher education institution, school district or educational service district.

N. Vacation leave, sick leave, or all or part of a personal holiday transferred from a donating employee will be used solely for the purpose stated in this Article.

O. The receiving employee will be paid their regular rate of pay; therefore, the value of one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary.

P. Eight (8) hours a month of accrued and/or shared leave may be used to provide for the continuation of benefits as provided for by the Public Employee's Benefit Board.

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

#### **14.5 Leave Donation**

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

- A. The Employer approves the employee's request to donate a specified amount of vacation leave to an employee authorized to receive shared leave and the full-time employee's request to donate leave will not cause their vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated.
- B. The Employer approves the employee's request to donate a specified amount of sick leave to an employee authorized to receive shared leave. The employee's request to donate leave will not cause their sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.
- C. The Employer approves the employee's request to donate all or part of their personal holiday to an employee authorized to receive shared leave.
  1. That portion of a personal holiday that is accrued, donated as shared leave, and then returned during the same calendar year to the donating employee, may be taken by the donating employee.
  2. An employee will be allowed to split the personal holiday only when donating a portion of the personal holiday to the shared leave program.
- D. No employee may be intimidated, threatened, or coerced into donating leave for purposes of this program.

#### **14.6 Shared Leave Administration**

- E. The calculation of the recipient's leave value will be in accordance with applicable Office of Financial Management policies, regulations, and procedures. The leave received will be coded as shared leave and be maintained separately from all other leave balances. All paid leave accrued must be used prior to using shared leave when the employee qualifies for shared leave under 14.2 A.1. Accrued vacation leave and paid military leave allowed under RCW 38.40.060 must be used prior to using shared leave for employees qualified under 14.2 A.2. All paid leave, except sick leave, must be used prior to using shared leave when the employee qualifies for shared leave under 14.2 A.3 and 14.2 A.4.

- R. An employee on leave transferred under these rules will continue to be classified as a state employee and will receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation leave or sick leave.
- S. All salary and wage payments made to employees of the Employer while on leave transferred under these rules will be made by the Employer.
- T. Where Employers have approved the transfer of leave by an employee of one (1) state agency/higher education institution, school district or educational service district to an employee of another state agency/higher education institution, school district, or educational service district, the state agencies/higher education institutions, school district, or educational service district involved will arrange for the transfer of funds and credit for the appropriate value of leave in accordance with Office of Financial Management policies, regulations, and procedures.
- U. Leave transferred under this Section will not be used in any calculation to determine the Employer's allocation of full-time equivalent staff positions.
- V. Any shared leave not used by the recipient will be returned to the donor(s). Before returning unused leave, the Employer will obtain a statement from the receiving employee's doctor verifying whether the employee's injury or illness is resolved. The remaining shared leave is to be divided on a pro rata basis among the donors and reinstated to the respective donors' appropriate leave balances based upon each employee's current salary rate at the time of the reversion. The shared leave returned will be prorated back based on the donor's original donation.
- W. Unused shared leave may not be cashed out but will be returned to the donors per Subsection F, above.
- X. Employees who use leave that is transferred under this Section will not be required to repay the value of the leave that they used.
- Y. Shared leave will not be denied solely based on administrative or budgetary issues related to the transfer or non-transfer of funds.

## **ARTICLE 15** **SHARED LEAVE POOL**

### **15.1 Applicable Law**

The benefits described in this Article are conferred by State statute and further explained in University policies. To the extent there is a conflict between the provisions of this

Article and applicable law, the University will apply shared leave in compliance with State law.

### **15.2 Foster Parent Shared Leave Pool**

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

### **15.3 Uniformed Service Shared Leave Pool**

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

### **15.4 Veterans In-State Service Shared Leave Pool**

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

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

**15.6** This Article is not subject to the grievance procedure.

## **ARTICLE 16**

### **FAMILY AND MEDICAL PARENTAL, PREGNANCY DISABILITY AND PAID FAMILY AND MEDICAL LEAVES**

#### **16.1 Leave Pursuant to the Family and Medical Leave Act**

A. Consistent with the federal Family and Medical Leave Act of 1993 (“FMLA”) and any amendments thereto, an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve

(12) workweeks of family medical leave (“FML”) in a twelve (12) month period for one or more of the following reasons 1-4:

1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child;
2. Personal medical leave due to the employee’s own serious health condition that requires the employee’s absence from work;
3. Family medical leave to care for a spouse, son, daughter, parent or domestic partner as defined by RCW 26.60.020 and RCW 26.60.030 who suffers from a serious health condition that requires on-site care or supervision by the employee;
4. Family medical leave for qualifying exigency when the employee’s spouse, child of any age, or parent is on covered active duty, or called to covered active duty status of the Regular Armed Forces, Reserves or National Guard as defined by the FMLA, CFR Section 825.126; and/or
5. Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

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

A covered service member is either:

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

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

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

- C. Entitlement to family medical leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.
- D. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count time off such as time used as vacation leave, sick leave, temporary salary reduction, personal holidays, compensatory time off, or shared leave and unpaid leave.
- E. The FMLA entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins family medical leave. Each time an employee takes FML during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.
- F. The Employer will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by FML. The employee will be required to pay their share of health care premiums. The Employer may require an employee to exhaust all paid leave prior to using any leave without pay, except that the employee will be allowed to use eight (8) hours a month of accrued leave during each month to provide for the continuation of benefits as provided for by Public Employees Benefit Board.
- G. The Employer has the authority to designate absences that meet the criteria of the family medical leave.
  - 1. The use of any paid or unpaid leave (excluding compensatory time) for a family medical leave-qualifying event will run concurrently with, not in addition to, the use of the FML for that event.
  - 2. An employee, who meets the eligibility requirements listed in Section 16.1, may request FML run concurrently with absences due to work-related illness or injury covered by workers' compensation at any time during the absence. Employees will not be required to exhaust all paid leave prior to using any leave without pay for a compensable work-related injury or illness.
  - 3. An employee using paid leave during a FML qualifying event must follow the notice and certification requirements relating to FML usage in addition to any notice requirements relating to the paid leave.
- H. The Employer may require certification from the employee's, family members, or covered service member's health care provider for the purpose of qualifying for family medical leave.

- I. Personal medical leave, serious health condition leave, or serious injury or illness leave covered by the FMLA may be taken intermittently or on a reduced schedule basis when certified as medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.
- J. Upon returning to work after the employee's own FML-qualifying illness, the employee may be required to provide a fitness for duty certificate from a health care provider.
- K. The employee will provide the Employer with not less than thirty (30) days' notice before FML is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice when feasible.
- L. An employee returning from FML will have return rights in accordance with FMLA
- M. Nothing in this Agreement will prevent an employee from filing a complaint regarding FMLA with the U.S. Department of Labor.
- N. Arrears Recovery. When the University has determined that an employee is in an arrears status, due to unpaid payroll deductions incurred during an approved leave of absence the University will provide written notice to the employee that will include the following items:
  - 1. The amount of the arrears;
  - 2. The basis for the claim; and
  - 3. The rights of the employee under the terms of this Agreement.
- O. Method of Payback. The employee must choose one (1) of the following options for paying back the arrears:
  - 1. Voluntary wage deduction;
  - 2. Cash, credit/debit card; or
  - 3. E-check/Check.

The employee will have the option to repay the arrears over a period of time equal to the number of pay periods during which the expenses were incurred. The employee and the University may agree to make other repayment arrangements. The payroll deduction to repay the arrears will not exceed five percent (5.0%) of the employee's disposable earnings in a pay period. However, the University and the employee may agree to an amount that is more than five percent (5.0%).

If the employee fails to choose one of the three (3) options described above within the timeframe specified in the University's written notice of arrears, the University will deduct the amount owed from the employee's wages over a

period of time equal to the number of pay periods during which the expenses were incurred.

Any arrears still outstanding at separation of employment will be deducted from the earnings of the final pay period.

P. Appeal Rights. Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 31 of this Agreement.

## **16.2 Parental and Pregnancy Disability Leave**

- A. Pregnancy Disability Leave. Paid leave for the birth parent will cover the period of disability prior to, during, and after childbirth as determined by the employee's attending health professional, not to exceed twelve (12) weeks. Paid maternity leave will run concurrently with any state or federally protected leave benefits for which the employee may be eligible. Additional unpaid leave may be granted as an accommodation under the Americans with Disabilities Act if needed for medical reasons. Leave beyond the period covered by the FMLA/WAPFML and pregnancy disability may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at the top internal step of the grievance procedure in Article 31.
- B. Parental Leave. Parental Leave will run concurrently with available pregnancy disability leave. Employees will be entitled to up to twelve (12) weeks of paid leave to care for a new child, a newly adopted child, or a child placed into foster care within the one (1) year following the birth or placement of the child. Paid parental leave will run concurrently with any state or federally protected leave benefits for which the employee may be eligible. Parental leave will be granted to the employee for the purpose of bonding with their natural newborn, adoptive or foster child. Unpaid parental leave may extend up to six (6) months, including time covered by the FMLA and WAPFML, during the first year ~~after~~ following the child's birth or placement. Leave beyond the period covered by the FMLA/WAPFML may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at the top internal step of the grievance procedure in Article 31.
- C. Parental leave beyond twelve (12) weeks may be a combination of the employee's accrued vacation leave, personal holiday, compensatory time, or leave without pay. Parental leave may be taken on an intermittent or reduced schedule basis.

## **16.3 Paid Family and Medical Leave Program**

- A. Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A. ("PFML"). Eligibility for PFML leave and benefits is established by Washington law and is therefore independent of this Agreement. Employees will pay through payroll deduction the full cost of the premiums

associated with PFML family leave benefits and forty-five percent (45%) of the cost of the premiums associated with PFML medical leave benefits, as determined under RCW 50A.10.30. The Employer will pay the remaining premium amounts.

- B. Benefits will run concurrently for employees approved for WAPFML who are also eligible for the federal FMLA.
- C. Employees must provide the Employer with not less than thirty (30) calendar days' notice of PFML unless the need for leave is unforeseeable, in which case notice must be provided as soon as reasonably practicable.
- D. Applications for PFML must be submitted to the State Department of Employment Security.

## **ARTICLE 17 WORK-RELATED INJURY OR ILLNESS**

### **17.1 Compensable Work-Related Injury or Illness Leave**

An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave, vacation leave or compensatory time during a period in which they receive time-loss compensation will receive full sick leave, vacation leave or compensatory time pay in addition to any time-loss payments. Notwithstanding Section 20.1, of Article 20, Leave Without Pay, the Employer may separate an employee in accordance with Article 35, Reasonable Accommodation and Disability Separation.

## **ARTICLE 18 SUSPENDED OPERATIONS**

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

## **ARTICLE 19 MISCELLANEOUS PAID LEAVES**

### **19.1 Bereavement Leave**

Up to five (5) days of paid bereavement leave will be granted for the death of any family member or household member that requires the employee's absence from work. Family members are defined for this purpose in article 13.2. In addition, sick leave may be used for the death of a relative listed in Article 13.2.A.8. or to extend bereavement leave provided by this section.

## **19.2 Jury Duty Leave**

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

## **19.3 Witness/Subpoena**

Employees will promptly inform the Employer when they receive a subpoena. A subpoenaed employee will receive paid release time during scheduled work time to appear as a witness in court or an administrative hearing, except as provided in Article 41.4, for work-related cases, unless they:

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

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

## **19.4 Interviews**

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

## **19.5 Life-Giving Procedures**

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

## **19.6 Personal Leave**

- A. An employee may choose two (2) workdays as personal leave days each fiscal year during the life of this Agreement if the employee has been continuously employed by the University for more than four (4) months.
- B. The University will release the employee from work on the day selected for personal leave if:
  - 1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.
  - 2. The number of employees choosing a specific day off allows the University to continue its work efficiently and not incur overtime.
  - 3. For positions requiring backfill, the release from duty will not cause an increase in costs due to the need to provide coverage for the employee's absence.
- C. Personal leave may not be carried over from one fiscal year to the next.
- D. Personal leave is pro-rated for part-time employees based on the employee's appointment percentage.
- E. The pay for a full-time employee's personal leave day is eight (8) hours.
- F. Upon request, employees will be approved to use part or all of their personal leave day for:
  - 1. The care of family members as required by the Family Care Act, WAC 296-130;
  - 2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 19.13; or
  - 3. Leave as required by the Domestic Violence Leave Act, RCW 49.76.

4. Any remaining portions of personal leave day must be taken as one (1) absence, not to exceed the work shift on the day of the absence.

### **19.7 Military Leave**

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

### **19.8 Community Service Leave Day**

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

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

## **ARTICLE 20 LEAVE WITHOUT PAY**

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

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

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

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

### **20.3 Limitations**

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

- A. Compensable work-related injury or illness leave;
- B. Educational leave;
- C. Governmental service leave;
- D. Military leave;
- E. Cyclic employment leave;
- F. Leave for serious health condition taken under the provisions of Article 16, Family and Medical Leave;
- G. Leave taken voluntarily to reduce the effect of a layoff;
- H. Leave authorized in advance by an appointing authority as part of a plan to reasonably accommodate a person of disability;
- I. Leave to participate in union activities;
- J. Volunteer firefighting leave;
- K. Domestic violence leave; or
- L. Holidays for a Reason of Faith or Conscience.

### **20.4 Returning Employee Rights**

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

## **20.5 Military Leave**

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

## **20.6 Educational Leave**

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

## **20.7 Child or Elder Care Emergencies**

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

## **20.8 Cyclic Employment Leave**

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

## **20.9 Governmental Service Leave**

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

## **20.10 Citizen Volunteer or Community Service Leave**

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

## **20.11 Formal Collective Bargaining Leave**

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

## **20.12 Volunteer Firefighting Leave**

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

## **20.13 Military Family Leave**

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

## **20.14 Domestic Violence Leave**

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

## **20.15 Unpaid Holidays for a Reason of Faith or Conscience**

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

## **20.16 Request – Approval/Denial**

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

## **ARTICLE 21** **SAFETY AND HEALTH**

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

- A. The University will provide a work environment in accordance with safety and health standards established by the Washington Industrial Safety and Health Act (WISHA).
- B. Employees will comply with all safety practices and standards established by the Employer.
- C. The University and employees will contribute to a healthy workplace including not knowingly exposing co-workers, students or the public to conditions that would jeopardize their health or the health of others. The University may direct employees to use leave when employees self-report a contagious health condition.
- D. The Union will work cooperatively with the University on safety related matters and encourage employees to work in a safe manner.

**21.2** Employees will take an active role in creating a safe and healthy workplace by reporting immediate safety issues to their supervisor(s), following the chain of command, and other safety issues to their safety committee and/or safety officer for review and action, as necessary. Employees may additionally contact a Union steward. All parties will comply with WAC 296-360-150 regarding unsafe work assignments and/or conditions that a reasonable person would conclude could create a real danger of death or serious injury. The University will address reported unsafe working conditions and take appropriate action. An employee who is given an assignment that they reasonably believe creates an immediate threat of death or serious injury shall immediately notify their supervisor. The employee will not be required to perform the alleged unsafe assignment until the matter has been reviewed by the employee's supervisor and Western's Environmental Health and Safety.

**21.3** The University will determine the required safety devices, personal protective equipment and apparel, which employees will wear and/or use. Required safety devices and personal protective equipment other than clothing and safety footwear will be provided by the University; clothing and safety footwear will be addressed as provided in Article 22. The Employer will provide employees with orientation and/or training to perform their jobs safely. In addition, if necessary, training will be provided to employees on the safe operation of equipment prior to use. Upon request of the employee, the University will conduct a safety assessment through the University's Environmental Health and Safety Department.

**21.4** The University will form a joint safety committee, in accordance with WISHA requirements. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate appointing authority for review and action, as necessary. Employee participation in joint safety committee meetings held during the employee's work time will be considered time worked. Employees may request work schedule adjustments to participate. No overtime or compensatory time will be paid as a result of participation in joint safety committee meetings held during the employee's non-work hours.

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

**21.6      Ergonomic Assessments**

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

**21.7      First Aid and CPR Training**

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

**ARTICLE 22**  
**UNIFORMS, TOOLS AND EQUIPMENT**

**22.1      Uniforms**

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

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

## **22.2 Specialized Footwear Reimbursement**

Permanent and project employees meeting the criteria below will be reimbursed up to \$250 for the purchase of appropriate foot protection that meets ANSI/ATSM standards according to OSHA/WAC and will include but not limited to laces, toe-guards, insoles, and waterproofing, which will be replaced on a fair wear- and-tear basis, not to exceed \$250 per year:

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

## **22.3 Work Clothing Allowance**

The University will reimburse employees that function in a building trades or custodial capacity up to \$225 per fiscal year for work clothing

## **22.4 Tools and Equipment**

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

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

## **ARTICLE 23** **DRUG AND ALCOHOL FREE WORKPLACE**

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

## **23.2 Possession of Alcohol, Marijuana and Illegal Drugs**

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

### **23.3 Prescription and Over-the-Counter Medications**

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

### **23.4 Drug and Alcohol Testing – Safety-Sensitive Functions**

- A. Employees required to have a Commercial Driver's License (CDL) are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation rules, Coast Guard Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing will be conducted in accordance with current University policy.
- B. In addition, employees who perform other safety-sensitive functions are subject to pre-employment, post-accident, post-firearm shooting incidents and reasonable suspicion testing. The testing will be conducted in accordance with University policy. For the purposes of this Article, employees who perform other safety-sensitive functions are those positions where an employee is issued a firearm and those licensed health care professionals who administer or dispense medications as a part of their job duties.

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

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

C. Referral

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

**23.6 Post-Accident Testing – All Employees**

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

**23.7 Testing**

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

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

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

**23.8 Training**

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

- A. The elements of the University's Drug and Alcohol Free Workplace Program;
- B. The effects of drugs and alcohol in the workplace;

- C. Behavioral symptoms of being affected by marijuana, other controlled substances and/or alcohol; and
- D. Rehabilitation services available.
- E. The University will maintain records of those supervisors and managers who receive training under the University's Reasonable Suspension Training program.

## **ARTICLE 24** **TRAVEL**

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

## **ARTICLE 25** **COMMUTE TRIP REDUCTION AND PARKING**

- 25.1** The Employer will continue to encourage but not require employees to use alternate means of transportation to commute to and from work consistent with the Commute Trip Reduction (CTR) law and the needs of the University. The Employer will cover the costs for employees to ride Whatcom Transportation Authority and Skagit Transit buses using their Western card.
- 25.2** The Employer and the Union recognize the value of compressed workweeks, flextime arrangements and telecommuting/telework (see RCW 70.94.547, and the Governor's Executive Order 16-07).
- 25.3** Employees will continue to be eligible to park in designated college parking areas in accordance with Employer policies. The Employer may establish and charge parking fees, assess fines for violations of motor vehicle and parking regulations, order the removal of vehicles parked in violation of regulations at the expense of the violator, and seek collection of any unpaid fines; provided that any collections actions will not be reported to any credit agency.
- 25.4** Except for moves initiated by an employee's request, such as employee requested transfers or promotions, employees subject to a change of workstation, which reasonably requires a move to a different campus parking lot, will either be reimbursed for the cost of transferring the employee's parking permit to the new lot or the transfer fee will be paid directly by the department.
- 25.5** In the event another group of University employees, not covered by this Agreement, is permitted to purchase employee-parking permits at a lower rate, the lower rate will automatically be applied to employees covered by this Agreement at the University.
- 25.6** The Employer's parking rates for bargaining unit members will be as provided in Appendix B. During the term of this Agreement, if the University proposes to raise rates beyond those included in Appendix B, or otherwise make changes to mandatory subjects of bargaining related to parking (e.g., add/remove lots, change lot designations, etc.), the

University will first comply with its obligations under Article 37. In the event that a committee of representatives from the University's unions (consisting of appointed delegates, up to two (2) each selected by WFSE, PSE, and UFWWU, with each union casting a single vote) is formed for the purposes of bargaining over parking issues, WFSE will delegate its authority to bargain any such issues to the committee.

- 25.7** Night shift employees (i.e., custodians, steam plant engineers and librarians) whose shifts are majority outside of 7 am – 4:30 pm hours shall have the opportunity to purchase parking permits at half price. Parking is available in the C and 12A lots with no permit needed after 4:30 pm and on weekends. Parking lot 24G will not be enforced after 5 pm.
- 25.8** The University will continue to offer pretax parking, bus passes and other commute trip reduction options via payroll deduction.

## **ARTICLE 26 LICENSURE AND CERTIFICATION**

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

## **ARTICLE 27 VOLUNTEERS AND STUDENT WORKERS**

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

## **ARTICLE 28 RESIGNATION AND ABANDONMENT**

### **28.1 Voluntary Resignation**

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

### **28.2 Unauthorized Absence/Abandonment**

When an employee has been absent without authorized leave and has failed to contact the Employer for a period of three (3) consecutive working days, the employee is presumed to

have resigned from their position. The Employer will make reasonable attempts to contact the employee at their contact phone number to determine the cause of the absence.

### **28.3 Notice of Separation**

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

### **28.4 Petition for Reinstatement**

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

### **28.5 Grievability**

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

## **ARTICLE 29 PRIVACY AND OFF-DUTY CONDUCT**

- 29.1** Employees have the right to confidentiality related to personal information and personnel issues to the extent provided/allowed by law. The University, the Union and the employees will take appropriate steps to maintain such confidentiality.
- 29.2** The off-duty activities of an employee may be grounds for disciplinary action if said activities are a violation of RCW 42.52, are detrimental to the employee's work performance or the program of the University, or otherwise constitutes just cause. An employee will report all arrests and any court-imposed sanctions or conditions that affect their ability to perform assigned duties to the Human Resources Office within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first provided there are no circumstances out of the Employee's control preventing them from doing so.

## **ARTICLE 30 DISCIPLINE**

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

- 30.2** Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such and, if documented, will not be placed in the official personnel file.
- 30.3** When disciplining an employee, the Employer will protect the privacy of employees as required by state and federal law and ensure that supervisors/managers understand the importance of protecting employee privacy.
- 30.4** Except for oral reprimands, the Employer will inform an employee of their right to union representation prior to being subject to disciplinary action.

- 30.5** The Employer has the authority to conduct investigations.

#### **30.6 Union Representation**

- A.** Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have a union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select another representative who is available. An employee seeking representation is responsible for contacting their representative.
- B.** The role of the union representative in regard to Employer-initiated investigations is to provide assistance and counsel to the employee and not interfere with the Employer's right to conduct the investigation. Every effort will be made to cooperate in the investigation.

- 30.7** Employees placed on an alternate assignment during an investigation will not be prohibited from contacting their union steward unless there is a conflict of interest, in which case the employee may contact another union steward. This does not preclude the Employer from restricting an employee's access to the Employer's premises.
- 30.8** Prior to imposing an oral or written reprimand, the supervisor will make a reasonable effort to discuss the concerns with the employee.

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

- 30.9** The Employer will provide an employee with fifteen (15) calendar days' written notice prior to the effective date of a reduction in pay or demotion.
- 30.10** The Employer will provide the Union with a copy of any disciplinary letters.

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

## **ARTICLE 31** **GRIEVANCE PROCEDURE**

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

**31.2 Terms and Requirements.** The following are procedural and substantive requirements applicable to grievance filing and processing:

- A. **Grievance Definition.** A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement. Disciplinary action may be grieved, subject to the provisions of Section 30.11 of Article 30, Discipline. The term “grievant” as used in this Article includes the term “grievants.”
- B. **Filing a Grievance.** Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. The grievance will state the name of the employee or the names of the group of employees. The Union, as exclusive representative, is considered the only representative of the employee in grievance matters and has the right in a grievance to designate the person who will represent the employee on behalf of the Union.
- C. **Computation of Time.** Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.
- D. **Failure to Meet Timelines.** The time limits in this Article must be strictly adhered to unless mutually modified in writing. Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the

Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

E. Contents. The written grievance must include the following information or it will not be processed:

1. The date of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence;
2. The nature of the grievance;
3. The facts upon which it is based;
4. The specific article and section of the Agreement violated;
5. The specific remedy requested;
6. The steps taken to informally resolve the grievance; and
7. The name and signature of the Union representative.

F. Modifications. No newly alleged violations may be made after the initial written grievance is filed, except by written mutual agreement.

G. Resolution. If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

H. Withdrawal. A grievance may be withdrawn at any time.

I. Resubmission. If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

J. Pay. Paid release time will be provided to employees, grievants and union stewards in accordance with Article 40, Union Activities.

K. Group Grievances. No more than five (5) grievants will be permitted to attend grievance meetings.

L. Consolidation. Grievances arising out of the same set of facts may be consolidated by written agreement.

M. Bypass. Any of the steps in this procedure may be bypassed with mutual written consent of the Union and Human Resources at the time the bypass is sought.

N. Discipline. Disciplinary grievances will be initiated at the level at which the disputed action was taken.

O. Grievance Files. Written grievances and responses will be maintained separately from the employee's personnel file.

### **31.3 Filing and Processing**

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

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

B. Alternative Resolution Methods. Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.

C. Processing. The Union and the Employer agree that in-person meetings are preferred at all steps of the grievance process and will make efforts to schedule in-person meetings, if possible.

#### **Step 1: Supervisor, Manager or Designee**

If the issue is not resolved informally, the Union may file a written grievance to the supervisor, manager, or designee, with a copy to the Human Resources Office, within the twenty-eight (28) day period described in 31.3 A. The Employer will designate a supervisor, manager or designee who will meet in person or confer by telephone with a union steward and/or staff representative and the grievant within fourteen (14) days of receipt of the grievance, and will respond in writing to the Union within fourteen (14) days after the meeting.

#### **Step 2: Human Resources Director or Designee**

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

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

1. Disciplinary and Disability Separation Grievances (excluding written reprimands). If the grievance is not resolved at Step 2, the Union may file

a request for mediation with the Public Employment Relations Commission (PERC) in accordance with WAC 391-55-020, and the Human Resources Director or designee within thirty (30) days of receipt of the Step 2 decision. In addition to all other filing requirements, the request must include a copy of the grievance and all previous responses.

2. Non-Disciplinary and Written Reprimand Grievances (excluding disability separations). If the grievance is not resolved at Step 2, the Union may request a PARM by filing the written grievance including a copy of all previous responses with the Director of Human Resources or designee within thirty (30) days of receipt of the Step 2 decision. Within fifteen (15) days of the receipt of all the required information, the Director of Human Resources will either:

i. Notify the Union in writing that a PARM will be scheduled with the Human Resources representative, and the Union's staff representative to review and attempt to settle the dispute.

OR

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

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

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

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

#### **Step 4: Arbitration**

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

D. Selecting an Arbitrator. The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing.

E. Authority of the Arbitrator

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

F. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room(s), will be shared equally by the parties.
2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
3. If either party desires a record of the arbitration, a court reporter may be used. The requesting party will pay the cost of the court reporter. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half

of the costs of the fee for the court reporter, the original transcript and a copy.

4. Each party is responsible for the costs of its attorneys, representatives, witnesses, travel expenses, and any fees. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the union steward.
5. If after the arbitrator issues their award, either party files a motion with the arbitrator for reconsideration, the moving party will bear the additional expenses of the arbitrator.

## **ARTICLE 32** **LEGAL DEFENSE**

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

## **ARTICLE 33** **EMPLOYEE ASSISTANCE PROGRAM**

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

## **ARTICLE 34** **EMPLOYEE FILES**

- 34.1** The University will maintain one (1) official personnel file for each employee. Human Resources will maintain the personnel file. This will not preclude the maintenance of all lawful files and records as needed by the Employer. Additional employee files may include supervisory files, attendance files, payroll files, and medical files. All references to "supervisory file" in this Agreement refer to a file kept by the employee's first-line supervisor.
- 34.2** Each employee has the right to review their personnel file, supervisory file, attendance file, payroll file and medical file. The Employer will determine the location of all employee files. An employee may arrange to examine their own employee files. Written authorization from the employee is required before any representative of the employee will be granted access to employee files. Review of employee files will be in the presence of an Employer representative during business hours. The employee and/or representative may not remove any contents. The Employer may charge a

reasonable fee for copying any materials beyond the first copy requested by the employee or their representative.

- 34.3** An employee may insert a reasonable amount of job-related material in their personnel file that reflects favorably on their job performance. An employee may provide a written rebuttal to any information in their files that they consider objectionable.
- 34.4** Adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrongdoing, will be promptly removed from the employee's files. The Employer may retain this information in a legal defense file in accordance with RCW 41.06.450.
- 34.5** When documents in an employee file are the subject of a public disclosure request under RCW 42.56, the Employer will provide the employee with a copy of the request at least seven (7) calendar days in advance of the intended release date.
- 34.6** Employees will be provided a copy of all adverse material at the time the materials are included in the personnel file.
- 34.7** Information in employee files will be retained only as long as it has a reasonable bearing on the employee's job performance or upon the efficient and effective management of the University.
- 34.8** Anonymous material, not otherwise substantiated, will not be placed in an employee file.
- 34.9** The University will ensure the security and confidentiality of employee files.
- 34.10** Medical files will be kept separate and confidential in accordance with state and federal law.
- 34.11** Supervisory files will be purged of the previous year's job performance information following completion of the annual performance evaluation, unless circumstances warrant otherwise.

#### **34.12 Removal of Documents**

- A. Written reprimands will be removed from an employee's personnel file after three (3) years if:
  - 1. Circumstances do not warrant a longer retention period;
  - 2. There has been no subsequent discipline; and
  - 3. The employee submits a written request for its removal.

B. Records of disciplinary actions involving reductions in pay, suspensions or demotions, and written reprimands not removed after three (3) years will be removed after six (6) years if:

1. Circumstances do not warrant a longer retention period;
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal.

C. Nothing in this Section will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate RCW 41.06.450.

## **ARTICLE 35**

### **REASONABLE ACCOMMODATION AND DISABILITY SEPARATION**

**35.1** The Employer and the Union will comply with all relevant federal and state laws, federal and state regulations, and Employer policy providing reasonable accommodations to qualified individuals with disabilities. The Employer will maintain written procedures for reasonable accommodation for qualified individuals with disabilities. Upon request, the Human Resources Office will make the reasonable accommodation written procedures available to an employee.

**35.2** Employees who believe that they suffer a disability and require a reasonable accommodation to perform the essential functions of their position may request such an accommodation by submitting a request to the Employer.

**35.3** Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion at Employer expense. Medical information disclosed to the Employer will be kept confidential.

**35.4** The Employer will determine whether an employee is eligible for a reasonable accommodation and the accommodation to be provided.

**35.5** An employee with permanent status may be separated from service when the Employer determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory, or physical disability, which cannot be reasonably accommodated. Determinations of disability, reasonable accommodation, and disability separation may be made by the Employer based on an employee's written request for disability separation or after obtaining a written statement from a licensed physician or licensed mental health professional. The Employer can require an employee to obtain an independent medical examination, at Employer expense, from a licensed physician or licensed mental health professional of the Employer's choice. Evidence may be requested from the licensed physician or licensed mental health professional regarding the employee's limitations.

**35.6** When the Employer has medical documentation of the employee's disability and has determined that the employee cannot be reasonably accommodated in their present position, or in any vacant funded position for which they qualify, or the employee requests separation due to disability, the Employer may immediately separate the employee.

**35.7** The Employer will inform the employee in writing of the option to apply to return to employment prior to their separation due to disability. The Employer will provide assistance to individuals seeking reemployment under this Article for two (2) years. If reemployed, upon successful completion of the employee's probationary period, the time between separation and reemployment will be treated as leave without pay and will not be considered a break in service.

**35.8** A disability separation is not a disciplinary action. Disability separation at the employee's request is not subject to the grievance procedure in Article 30.

## **ARTICLE 36** **LAYOFF AND RECALL**

### **36.1 Layoffs**

A. The University will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article. A layoff is an employer-initiated action that results in:

1. Separation from service;
2. Employment in a class with a lower salary range maximum;
3. Reduction in the work year; or
4. Reduction in the number of work hours.

B. When it is determined that layoffs, other than a temporary layoff, will occur within a layoff unit, the Employer will provide the Union with:

1. As much advance notice as possible, but not less than thirty (30) calendar days' notice;
2. Opportunity to meet with affected employees prior to the implementation of the layoff; and
3. An invitation to meet under the provisions of Article 39, Joint Labor Management Committee, of this Agreement.

The Employer will explore options including reduction of hourly employees.

### **36.2 Basis for Layoff**

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

### **36.3 Voluntary Layoff, Leave of Absence or Reduction in Hours**

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

### **36.4 Probationary Employees**

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

### **36.5 Temporary Layoff – Employer Option**

- A. The Employer may temporarily reduce the work hours of an employee to no less than twenty (20) per week due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive seven (7) calendar days' notice of a temporary reduction of work hours. A temporary reduction in hours may not be for more than sixty (60) calendar days in a fiscal year unless the Union and the Employer mutually agree to a longer duration.

- B. The Employer may temporarily lay off an employee for up to thirty (30) calendar days in a fiscal year due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive seven (7) calendar days' notice of a temporary layoff. The notification will specify the nature and duration of the temporary layoff.
- C. The following applies during a temporary layoff:
  - 1. An employee's adjusted service date, seniority, unbroken service date, and periodic increment date will not be adjusted for periods of time spent on temporary layoff;
  - 2. An employee's vacation and sick leave accruals will not be impacted by periods of time spent on temporary layoff;
  - 3. An employee's holiday compensation will not be impacted by periods of time spent on temporary layoff; and
  - 4. The duration of an employees' probationary period or trial service period shall not be extended for periods of time spent on temporary layoff.
  - 5. The opportunity to apply for any internal job opportunities.
- D. An employee who is temporarily laid off will not be entitled to:
  - 1. Be paid any leave balance; except, if the layoff is not due to loss of funding or revenue shortfall, upon request, an employee will be paid for accrued vacation leave up to the equivalent of their regular work schedule for the duration of the layoff;
  - 2. Bump to any other position; or
  - 3. Be placed on a layoff register.
- E. A temporary reduction of work hours or layoff being implemented as a result of lack of work, shortage of material or equipment, or other unexpected or unusual reason will be in accordance with seniority, as defined by Article 39, Seniority, among the group of employees with the required skills and abilities as defined in Section 36.6 in the job classification at the location where the temporary reduction in hours or layoff will occur.

## **36.6 Layoff Units**

- A. A layoff unit is defined as the entity or administrative/organizational unit within the University used for determining the available options for employees who are being laid off.
- B. The layoff unit(s) are:

1. All employees covered by this Agreement in bargaining units A, B, and E; and
2. Project employment.

### **36.7 Skills and Abilities**

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

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

### **36.8 Comparable Positions**

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

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

### **36.9 Options within the Layoff Unit**

- A. Employees will be laid off in accordance with seniority, as defined in Article 40, Seniority. The Employer will determine if the employee possesses the required skills and abilities for the position and the comparability of the position. The Employer may require updated information from the employee regarding their current skills and abilities. Employees being laid off will be provided one (1) option within the layoff unit:
  1. A funded, vacant, comparable position for which the employee has the skills and abilities, within their current job classification.
  2. A funded, filled, comparable position held by the least senior employee for which the employee has the skills and abilities, within their current job classification. The search for a layoff option under this section will end when an option is found or when the search reaches a position occupied by an employee with equal or greater seniority than that of the laid off employee.
  3. A funded vacant position that is less than comparable in one or more aspects, for which the employee has the skills and abilities, at the same or

lower salary range as their current permanent position, within a job class series in which the employee has held permanent status.

4. A funded filled position that is less than comparable in total, held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job class series in which the employee has held permanent status.

B. The option will be determined, as specified above, in descending order of comparability to the position from which the employee is being laid off one (1) progressively lower level at a time.

C. If a job classification in which an employee previously held status has been abolished or revised, a crosswalk to the class series will be used to identify any layoff options.

D. An employee in a position that is reduced in work year or work hours will have the choice of remaining in the reduced position. If the employee declines, the layoff process will be applied.

### **36.10 Outplacement Services**

The University will continue to offer outplacement services for employees who are laid off or at risk for layoff.

### **36.11 Notification to Permanent Employees**

A. Except for temporary reduction in work hours and temporary layoffs as provided in Section 36.5, permanent employees will receive written notice at least thirty (30) calendar days before the effective layoff date. The notice will include:

1. The basis for the layoff;
2. The employee's layoff option(s) including any requirement for the employee to serve a transition review period;
3. The specific layoff lists for which the employee is entitled to placement; and
4. The date by when an employee must select a layoff option and the employee's right to grieve the layoff.

The Union will be provided with a copy of the notice.

B. Except for temporary reduction in work hours and temporary layoffs as provided in Section 36.5, if the Employer chooses to implement a layoff action without providing thirty (30) calendar days' notice, the employee will be paid their salary for the days that they would have worked had full notice been given.

- C. Employees may request, and the University may agree, to a layoff action prior to the expiration of the thirty (30) calendar day minimum notice if a vacant funded option is available.
- D. Employees will be provided five (5) calendar days to accept or decline, in writing, any option provided to them. This time period will run concurrent with the thirty (30) calendar days' notice provided by the Employer to the employee.
- E. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday.

## **36.12 Salary**

Employees appointed to a position as a result of a layoff action will have their salary determined as follows:

A. Current Salary Level

Employees who accept another position with their current salary range will retain their current salary.

B. Lower Salary Level

An employee who accepts another position with a lower salary range will be paid an amount equal to their current salary, provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

C. Appointment from a Layoff List

- 1. Employees who are appointed from a layoff list to a position with the same salary range from which they were laid off will be paid the amount for which they were compensated when laid off plus any across the board adjustments, including salary survey adjustments that occurred during the time they were laid off.
- 2. Employees who are appointed from a layoff list to a position with a lower salary range than the position from which they were laid off will be paid an amount equal to the salary they were receiving at the time they were laid off, provided it is within the salary range of the new position. In those cases where the employee's prior salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

## **36.13 Transition Review Period**

- A. The Employer will require employees to complete a six (6) month transition review period when the employees accept a layoff option to a job classification in which they have not held permanent status or have been appointed from a layoff list. The Employer may extend the transition review period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months.
- B. The Employer will have the authority to shorten an employee's transition review period. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.
- C. The Employer may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the appropriate layoff list. The employee will remain on the list until such time as their eligibility expires or they have been rehired. Separation during the transition review period will be subject to the grievance procedure in Article 30, up to the top internal step.

#### **36.14 Recall**

- A. The Employer will maintain a layoff list for each job classification. Permanent employees who are laid off may have their names placed on the layoff list for the job classification from which they were laid off or bumped, even if they refused a comparable layoff option. Additionally, employees may request to have their names placed on the appropriate layoff list for other job classifications in which they have held permanent status and all lower classification in these class series, provided they were not demoted for cause from the classification in the last six (6) years. An employee's name will remain on the layoff list for three (3) years from the effective date of their layoff.
- B. When a vacancy occurs within the University and where there are names on a layoff list, the Employer will consider all of the laid-off employees in accordance with Article 4, Hiring and Appointments, who have the skills and abilities to perform the duties of the position to be filled. An employee who is offered a comparable position and refuses the offer, including the refusal of a formal comparable layoff option, will have their name removed from the appropriate layoff list after three (3) refusals.

#### **36.15 Project Employment**

- A. Permanent project employees have layoff rights. Options will be determined using the procedure outlined in Sections 36.8 and 36.9, above.
- B. Permanent status employees who left regular classified positions to accept project employment without a break in service have layoff rights within the job classification they held immediately prior to accepting project employment.

## **ARTICLE 37** **MANAGEMENT RIGHTS**

**37.1** Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

- A. Determine the Employer's functions, programs, organizational structure and use of technology;
- B. Determine the Employer's budget and size of the institution of higher education's workforce and the financial basis for layoffs;
- C. Direct and supervise employees;
- D. Take all necessary actions to carry out the mission of the State and its institutions during emergencies;
- E. Determine the Employer's mission and strategic plans;
- F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
- G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
- H. Establish or modify the workweek, daily work shift, hours of work and days off;
- I. Establish work performance standards, which include, but are not limited to the priority, quality and quantity of work;
- J. Establish, allocate, reallocate or abolish positions and determine the skills and abilities necessary to perform the duties of such positions;
- K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer and temporarily or permanently lay off employees;
- L. Determine, prioritize and assign work to be performed;
- M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;
- N. Determine training needs, methods of training, and employees to be trained;
- O. Determine the reasons for and methods by which employees will be laid off; and
- P. Suspend, demote, reduce pay, discharge and/or take other disciplinary actions.

**37.2** The Employer has the right to exercise all of the above rights and the lawful rights, prerogatives and functions of management. The Employer's non-exercise of any right, prerogative or function will not be deemed a waiver of such right or establishment of a practice.

## **ARTICLE 38** **MANDATORY SUBJECTS**

**38.1** T The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Executive Director of the Union and the Labor Advocate, with copies to the appropriate bargaining unit representative an to MandatoryNotice@wfse.org, of these changes and the Union may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. The Union will notify the Associate Director of Human Resources of any demands to bargain. The Union's request for bargaining should identify any known impacts to bargain. In the event the Union does not request discussions and/or negotiations within twenty-one (21) calendar days, the Employer may implement the changes without further discussions and/or negotiations. The timeframe for filing a demand to bargain will begin after the University has sent written notice to the Union. The parties will begin bargaining within thirty (30) calendar days of the receipt of the request to bargain, absent mutual agreement to delay the start of the bargaining process. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.

**38.2** The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities. The Union will provide the Employer with the names of its employee representatives at least fourteen (14) calendar days in advance of the meeting date unless the meeting is scheduled sooner, in which case the Union will notify the Employer as soon as possible.

**38.3** **Release Time**

- A. The Employer will approve paid release time for a reasonable number of employee representatives who are scheduled to work during the time negotiations are being conducted, provided the absence of the employee will not interfere with the operating needs of the University. The Employer will approve compensatory time, vacation leave or leave without pay for additional employee representatives provided the absence of the employee will not interfere with the operating needs of the University.
- B. No overtime or compensatory time will be incurred as a result of negotiations and/or preparation for negotiations.
- C. The Union is responsible for paying any travel or per diem of employee representatives. Employee representatives may not use a state vehicle to travel to and from a bargaining session, unless authorized by the University for business purposes.

## **ARTICLE 39** **JOINT LABOR-MANAGEMENT COMMITTEE**

### **39.1 Purpose**

The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, a Joint Labor-Management Committee will be established. Ad hoc committees may be established by mutual agreement. The purpose of the committee(s) is to provide communication between the parties, to share information, to address concerns and to promote constructive union-management relations.

### **39.2 Committees**

Either party may propose items for discussion on topics which may include, but are not limited to: administration of the Agreement, changes to applicable law, legislative updates, resolving workplace problems and/or organizational change.

The committee(s) will meet, discuss and exchange information of a group nature and general interest to both parties.

A. Composition. The Employer and Union will be responsible for the selection of their own representatives. The committee(s) will consist of up to six (6) employer representatives and up to six (6) employee representatives. If agreed to by both parties, additional representatives may be added.

B. Participation

1. The Union will provide the Employer with the names of their committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. The Employer will release employee representatives to attend committee meetings provided the absence of the employee will not interfere with the business needs and work requirements of the Employer.
2. Employees attending pre-meetings during their work time will have no loss in pay for up to thirty (30) minutes per committee meeting. Attendance at pre-meetings during the employee's non-work time will not be compensated for nor be considered as time worked.
3. Employees attending committee meetings during their work time will have no loss in pay. Attendance at meetings during employees' non-work time will not be compensated for nor be considered as time worked.
4. The Union is responsible for paying any travel or per diem expenses of employee representatives.

- C. Meetings. All committee meetings will be regularly scheduled on mutually acceptable dates and times. Agenda items will be exchanged prior to the meeting date. Each party may keep written records of meetings. If the topics discussed require follow-up by either party, it will be documented and communication will be provided by the responsible party.
- D. Scope of Authority. Committee meetings will be used for communications between the parties, to share information and to address concerns. The committee will have no authority to conduct any negotiations or modify any provision of this Agreement. The committee's activities and discussions will not be subject to the grievance procedure in Article 30.

## **ARTICLE 40** **SENIORITY**

### **40.1 Definition**

- A. Seniority for classified employees will be defined as the employee's length of unbroken classified service.
- B. Adjustments. All time spent in leave without pay status will be deducted from the calculation of seniority, except when the leave without pay is taken for:
  1. Military leave;
  2. Compensable work-related injury or illness leave;
  3. Governmental service leave;
  4. Reducing the effects of layoff;
  5. Cyclic employment leave;
  6. Union activities in accordance with Article 41.8 and 41.12;
  7. Temporary employment with the Union in accordance with Article 41.9 and 41.11;
  8. Formal contract negotiations in accordance with RCW 41.80;
  9. Approved leave covered under federal Family and Medical Leave Act, leave as an accommodation under the Americans with Disabilities Act, parental leave, pregnancy disability leave (provided under Section 16.2), and/or Paid Family and Medical Leave; and/or
  10. Suspended operations.

- C. Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with Section 36.5 of Article 36, Layoff and Recall, will not be deducted from the calculation of seniority.
- D. Employees who are separated from state service due to layoff and are reemployed within three (3) years of their separation date will not be considered to have a break in service. The time the employee is on the layoff list will be treated as leave without pay.
- E. For the purposes of layoffs, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans, to the surviving spouse of a veteran, or to the surviving registered domestic partner as defined by RCW 26.60.020 and 26.60.030, as provided for in RCW 41.06.133.
- F. For employees who are separated due to disability and are reemployed within two (2) years, in accordance with Article 35, Reasonable Accommodation and Disability Separation, the time between separation and reemployment will be treated as leave without pay and will not be considered a break in service.

#### **40.2 Ties**

If two (2) or more employees have the same unbroken classified service date, ties will be broken in the following order:

- A. Longest continuous time within their current job classification;
- B. Longest continuous time with the institution; and
- C. By lot.

#### **40.3 Seniority List**

The Employer will prepare and maintain a seniority list. The list will be updated annually and will contain each employee's name, job classification and seniority date. A copy of the seniority list will be provided to the Union as requested.

#### **40.4 Application**

Agreed changes to the Employer's methods for adjusting seniority dates will apply prospectively. Seniority dates will not be retroactively adjusted when such changes take effect.

### **ARTICLE 41 UNION ACTIVITIES**

#### **41.1 Representation**

Upon request, an employee will have the right to representation at all levels on any matter adversely affecting their conditions of employment. The exercise of this right will not

unreasonably delay or postpone a meeting. Except as otherwise specified in this Agreement, representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings or other routine communications with an employee.

## **41.2 Staff Representatives**

- A. The Union will provide the University with a written list of staff representatives. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.
- B. Staff representatives will have access to the University's non-secure offices or facilities to carry out representational activities. The representatives will notify management prior to their arrival and will not interrupt the normal operations of the University. In accordance with Section 41.5 below, the staff representative may meet with bargaining unit employees in non-work areas during the employee's meal periods, rest periods, and before and after their shift.
- C. The University's written Board of Trustee or administrative policies pertaining to employees represented by the Union will be made available to staff representatives.

## **41.3 Union Stewards and Others**

- A. Steward List. The Union will provide the Employer with a written list of each current union steward and officer and the bargaining unit for which they are responsible. The Union will maintain the list. The Employer will not recognize an employee as a union steward or officer if their name does not appear on the list.
- B. Paid Release Time. Union stewards and officers will be granted a reasonable amount of time during their normal working hours to investigate and process grievances in accordance with Article 30, Grievance Procedure. In addition, union stewards and officers will be released during their normal working hours to prepare for and attend meetings within the steward's bargaining unit for the following representational activities:
  1. Management scheduled investigatory interviews and pre-disciplinary meetings, in accordance with Article 30, Discipline;
  2. Management scheduled new employee orientation, in accordance with Article 10, Training and Employee Development;
  3. Pre-meetings and Joint Labor-Management Committees in accordance with Article 38, Joint Labor-Management Committee; and
  4. Informal grievance resolution, grievance meetings, mediation sessions, alternative dispute resolution meetings and arbitration hearings in accordance with Article 30, Grievance Procedure, and held during their work time.

C. Notification. The union steward or officer will request approval from their supervisor before attending any meeting or hearing during their work hours. Said requests will not be unreasonable denied. All requests must include the approximate amount of time the steward expects the activity to take. Union stewards or officers will suffer no loss in pay for attending management scheduled meetings and hearings that are scheduled during the union steward's or officer's work time. Attendance at meetings or hearings during the union steward's or officer's non-work hours will not be considered as time worked. Union stewards or officers cannot use state vehicles to travel to and from a work site in order to perform representational activities unless authorized by the University.

If the amount of time a union steward or officer spends performing representational activities unreasonably interferes with the ability to accomplish assigned duties, the Employer will immediately notify the Union for resolution. The Employer may continue to release the steward or officer.

#### **41.4 Employees**

A. Paid Release Time. Employees will be provided a reasonable amount of paid release time during their normal working hours to meet with the union steward and/or staff representative to process a grievance. In addition, employees will be released during their normal working hours to prepare for and attend meetings or hearings scheduled by management for the following:

1. Informal grievance resolution, grievance meetings, alternative dispute resolution meetings, mediation sessions and arbitration hearings, in accordance with Article 31, Grievance Procedure, and held during their work time;
2. Management scheduled investigatory interviews and/or pre-disciplinary meetings, in accordance with Article 30, Discipline, and;
3. Negotiations in accordance with Article 38, Mandatory Subjects.

B. When employees are subpoenaed as witnesses on behalf of the Union in an arbitration case, the employees may appear without loss of pay if they appear during their work time, providing the testimony given is related to their job function or involves matters they have witnessed, and is relevant to the arbitration case. Every effort will be made to avoid the presentation of repetitive witnesses.

C. Notification. An employee will obtain prior approval from their supervisor before attending any meeting or hearing. All requests must include the approximate amount of time the employee expects the activity to take. As determined by the supervisor, any University business requiring the employee's immediate attention must be completed prior to attending the meeting or hearing. Employees will suffer no loss in pay for attending management scheduled meetings and hearings that are scheduled during the employee's work time. Attendance at meetings or hearings during the employee's non-work hours will not be considered as time worked. An

employee cannot use a state vehicle to travel to and from a worksite in order to attend a meeting or hearing unless authorized by the University.

If the amount of time an employee spends attending meetings or hearings is affecting their ability to accomplish their assigned duties, the University will not continue to release the employee and the Union will be notified.

#### **41.5 Use of State Facilities, Resources, and Equipment**

- A. The Union may use the University's facilities, resources and equipment consistent with the provisions of Washington State law and as described below.
- B. Union Office. The University will continue their current practice of renting the Union office space. Such space will include, but is not limited to, heat, telephone, and computer access.
- C. Meeting Space and Facilities. The Employer's campuses and facilities may be used by the Union to hold meetings subject to the Employer's policy, availability of the space and with prior written authorization of the Employer.
- D. Supplies and Equipment. The Union and employees will not use state-purchased supplies or equipment to conduct union business or representational activities. This does not preclude the use of the telephone for representational activities if there is no cost to the University, the call is brief in duration and it does not disrupt or distract from University business.
- E. E-mail, Fax Machines, the Internet, and Intranets. The Union and employees will not use state-owned or operated e-mail, fax machines, the Internet, or intranets to communicate with one another regarding union business. However, employees may use state-owned e-mail to request union representation or to notify the Human Resources Office of their intent to distribute Union material per Article 41.7. In addition, union representative, shop stewards, and Joint Labor Management Committee members may use state owned/operated equipment to communicate with affected employees, the Union and/or the Employer for the exclusive purpose of administration of this Agreement, including electronic transmission of grievances and responses in accordance with Article 31, Grievance Procedure. Such use will:
  - 1. Result in little or no cost to the Employer;
  - 2. Be brief in duration and frequency;
  - 3. Not interfere with the performance of their official duties;
  - 4. Not distract from the conduct of state business;
  - 5. Not disrupt other state employees and not obligate other employees to make a personal use of state resources;

6. Not compromise the security or integrity of state information or software; and
7. Not include general communication and/or solicitation with employees.

F. The Union and its shop stewards will not use the above-referenced state equipment for union organizing, internal union business, advocating for or against the Union in an election or any other purpose prohibited by the Executive Ethics Board. Communication that occurs over state-owned equipment is the property of the Employer and may be subject to public disclosure.

G. The Union may use University duplicating services, and shall pay the rate charged to other non-university users.

#### **41.6 Bulletin Boards and Newsstands**

The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. In bargaining units where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with a board or space. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethics laws and identified as union literature. If requested, the Employer will identify area(s) where Union provided newsstand(s) can be located. Union provided newsstand(s) must meet the Employer's campus standards. Union communications will not be posted or otherwise disseminated in any other location on the campus, except as provided in the Employer policy and in Section 41.7 below.

#### **41.7 Distribution of Material**

A Union-designated employee will have access once per month to their worksite for the purposes of distributing Union information to other bargaining unit employees provided:

- A. The employee is on break time or off duty;
- B. The distribution does not disrupt the Employer's operation;
- C. The distribution will normally occur via desk drops or mailboxes as determined by the Director of Human Resources or their designee. In those cases where circumstances do not permit distribution by those methods, an alternative method will be mutually agreed upon; and
- D. The employee notifies the Human Resources Office in advance of their intent to distribute information.

#### **41.8 Time Off for Union Activities**

- A. Union-designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions. The employees' time off will not interfere with the operating needs of the University as

determined by management. If the absence is approved, the employees may use accumulated compensatory time, personal holiday, or vacation leave instead of leave without pay. However, employees must use compensatory time prior to their use of vacation leave, unless the use would result in the loss of their vacation leave.

- B. Union Meetings. The University will continue the current practice of allowing employees to attend local meetings, if they occur on work time. Employees must request release time to attend at least two (2) working days in advance and state the expected duration. Employees will make every effort to combine their attendance at local meetings with their lunches and/or breaks. Generally, local Union meetings will occur after 5:00 p.m.
- C. The Union will give the Employer a written list of the names of the employees it is requesting attend the above-listed activities, at least fourteen (14) calendar days prior to the activity.

#### **41.9 Temporary Employment with the Union**

With thirty (30) calendar days' notice, unless agreed otherwise, employees may be granted leave without pay to accept temporary employment with the Union of a specified duration, not to exceed six (6) months, provided the employee's time off will not interfere with the operating needs of the University as determined by management. The parties may agree to an extension of leave without pay up to an additional six (6) months. The Union will reimburse the Employer for the fully burdened costs of the position the Employer incurs as a result of an employee accepting the temporary employment. The Union will reimburse the agency by the 20<sup>th</sup> of each month for the previous month. The returning employee will be employed in a position in the same job classification and the same geographical area, as determined by the Employer.

#### **41.10 Employer Committee Meetings**

The Employer will continue its current practices requesting nominees from the Union to serve on Employer committees, where deemed appropriate. Time spent serving on Employer committees will be considered time worked.

#### **41.11 WFSE Council President and Vice-President**

- A. Leave of Absence. Upon request of the Union, the Employer will grant leave with pay for the WFSE Council President and Vice-President for the term of their office. The Union will give the Employer at least thirty (30) calendar days' prior notice, unless otherwise agreed. The Union will reimburse the Employer for the "fully burdened costs of the positions" the Employer incurs as a result of placing the Council President and Vice-President on leave with pay during the period of absence. The Union will reimburse the Employer by the 20<sup>th</sup> of each month for the previous month.
- B. Leave Balances. The President and Vice-President will accrue vacation and sick leave during the period of absence; however, when the President and Vice-

President return to state service their leave balances will not exceed their leave balances on the date the period of absence commenced. If the President or Vice-President retire or separate from state service at the end of the period of absence, their leave balances will not exceed their leave balances on the date the period of absence commenced. Reporting of leave will be submitted to the Employer. All leave requests will be submitted within the required time limits.

- C. Indemnification. The Union will defend, indemnify and hold harmless the Employer for any and all costs including attorneys' fees, damages, settlements, or judgments, or other costs, obligations, or liabilities the Employer incurs as a result of any demands, claims, or lawsuits filed against the Employer arising out of or in relation to actions taken by the President or Vice-President, or their status as President and Vice President, during the period of absence.
- D. Return Rights. The President and Vice-President will have the right to return to the same position or in another position in the same job classification and the same geographic area as determined by the Employer, provided such reemployment is not in conflict with other articles in this Agreement. If the job classification of the position to which the President and/or Vice-President has return rights has been abolished or revised, a crosswalk to the class series will be used to identify their return rights. The employer will assess any training needs required to update the returning employee to changes that have occurred in the position, and will provide such training to the returning employee. Any layoff as a result of the return will be processed in accordance with Article 36, Layoff and Recall. The employee and the Employer may enter into a written agreement regarding return rights at the commencement of the leave. The period of leave will not impact the employee's seniority date.

#### **41.12 WFSE- Western Washington University Master Agreement Negotiations**

- A. Release Time
  - 1. The Employer will approve paid release time for formal negotiations for up to eight (8) Union team members, who are scheduled to work on the day negotiations are being conducted. For preparatory meetings occurring on days when formal negotiations are not scheduled and for travel to and from the sessions, the Employer will approve compensatory time, vacation leave, personal holiday, or leave without pay, or at the discretion of their supervisor, an employee may be allowed to adjust their work hours.
  - 2. Union team members who work swing or graveyard shifts will be allowed to change to day shift for the week during which formal negotiations or preparatory meetings are scheduled.
  - 3. If the release or change of shift for an employee creates unusual or significant coverage issues, the Employer will notify the Union's chief negotiator to discuss alternatives.

4. Per diem and travel expenses will be paid by the WFSE for union team members. No overtime or compensatory time will be incurred as a result of negotiations and/or travel to and from negotiations.
5. The Union will give the Employer a written list of names of the employees it is requesting to attend the above-listed activities at least twenty-one (21) calendar days prior to the activity.

B. Confidentiality/Media Communication. Bargaining sessions will be closed to the press and the public unless agreed otherwise by the chief spokespersons. No proposals will be placed on the parties' web sites. The parties are not precluded from generally communicating with their respective constituencies about the status of negotiations while they are taking place. There will be no public disclosure or public discussion of the issues being negotiated until resolution or impasse is reached on all issues submitted for negotiations.

## **ARTICLE 42** **UNION DUES DEDUCTION AND STATUS REPORTS**

### **42.1 Union Dues**

- A. Upon receipt of notice from the Union that an employee has authorized deduction of Union dues, the Employer will deduct from the employee's salary an amount equal to the dues required to be a member of the Union. The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.
- B. Forty-five (45) calendar days prior to any change in dues, the Union will provide notice to the Employer of the percentage and maximum dues to be deducted from the employee's salary.

### **42.2 Notification to Employees**

The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. Upon appointment to a bargaining unit position, the Employer will furnish the employees with membership materials provided by the Union. The Employer will inform employees in writing, if they are subsequently appointed to a position that is not in a bargaining unit.

### **42.3 Deduction Authorization**

The Employer agrees to deduct an amount equal to the membership dues from the salary of employees who authorize such deduction within thirty (30) days of the receipt of written notice from the Union that the employee has authorized dues deductions. The Employer will honor the terms and conditions of each employee's signed membership card. The Employer will provide payments for the deductions to the account directed by the Union each pay period.

## **42.4 Revocation**

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

## **42.5 Voluntary Deductions**

- A. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to electronically remit any deductions made pursuant to this provision to the Union together with an electronic report showing:
  1. Employee name;
  2. Unique employee system identification number; and
  3. Amount deducted; and
  4. Deduction code.
- B. The parties agree this Section satisfies the Employer's obligations and provides for the deduction authorized under section 1 (6) of RCW 41.04.230.

## **42.6 Employee Status Reports**

Each pay period, the Employer will provide the Union a list of all employees in the bargaining units. The electronic list will be sent to WFSE headquarters. The report will contain:

1. Employee identification number;
2. Name;
3. Home address and/or mailing address;
4. Home telephone number;
5. Agency code;
6. Organization;
7. Work location;
8. Mail stop;
9. Work telephone number;
10. Work e-mail address
11. Employment status;
12. Classification code and title;
13. Appointment percentage and FTE;
14. Shift premium indicator;

15. Pay period earnings (total salary from which union dues/fees are calculated);
16. Seniority date;
17. Original hire date;
18. Current hire date;
19. Membership status;
20. Bargaining unit code and title;
21. Position number; and
22. Action reason title and effective date (including entering or leaving the bargaining unit and starting or stopping dues)

In addition to the above status report, the University will continue to provide an electronic report on a monthly basis the names and addresses of all employees who are no longer paying dues and the reason why (e.g., promoted/transferred out of the bargaining unit, leave without pay, seasonal or cyclic employee, resigned, terminated, retired, etc.).

The Union will maintain the confidentiality of all employees' permanent, home and/or mailing addresses.

## **42.7 Indemnification**

The Union agrees to indemnify the University harmless from all claims, demands, suits or other forms of liability that arise against the Employer for or on account of compliance with this Article and any and all issues related to the deduction of dues or fees and any issues related to Employee Status Reports.

## **ARTICLE 43 CLASSIFICATION**

### **43.1 Classification Plan Revisions**

- A. The Employer will provide to the Union, in writing, any proposed changes to the classification plan including descriptions for newly created classifications. Upon request of the Union, the Employer will bargain, in accordance with Article 38, Mandatory Subjects, the effect(s) of a change to an existing class or newly proposed classification.
- B. The Employer will allocate or reallocate bargaining unit positions, including newly created positions, to the appropriate classification within the classification plan. The Employer will notify the union staff representative when a position is being reallocated to a job classification that is excluded from a bargaining unit covered by this Agreement.
- C. The Employer will maintain a position description for each position, which will be reviewed annually with the employee as part of the performance evaluation process. As determined by the Employer, the position description will list the primary duties and responsibilities assigned to the position, skills and abilities, essential functions, and other job-related information. Assigned duties will be in accordance with the

concept of the assigned classification. Position descriptions will be posted on a website available to employees and will be provided to the Union upon request.

### **43.2 Position Review**

A. Employee-Initiated Review. An individual employee who believes that the duties of their position have changed, or that their position is improperly classified, may request a review according to the following procedure:

1. The employee and/or the employee's immediate supervisor will complete and sign the appropriate form.
2. The employee or the supervisor will then send the completed form to the Employer's Human Resources Office. Within five (5) days of receipt, the Human Resources Office will email notice to the employee of the date the completed position review request form was received in their office. The Employer's Human Resources Office will review the completed form and provide the employee written notice of the decision regarding the appropriate classification within sixty (60) calendar days of the date the position review request was received in the Human Resources Office. The notice will include applicable appeal rights.
3. In the event the employee disagrees with the reallocation decision of the Employer, he or she may appeal the Employer's decision to the Director of the Department of Personnel (DOP), in writing and with a copy to the Human Resources Office, within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Director of DOP will then make a written determination, which will be provided to the employee.
4. In accordance with the provisions of WAC 357-52, the employee or the Employer may appeal the determination of the Director of DOP to the Washington Personnel Resources Board, within thirty (30) calendar days of being provided the written decision of the Director of DOP. The board will render a decision which will be final and binding.
5. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with the Human Resources Office.
6. Decisions regarding appropriate classification will be reviewed in accordance with this Section and will not be subject to the grievance procedure specified in Article 31 of this Agreement.
7. Positions will not be reallocated during the incumbent's probationary period.

8. Temporary duty assignments in accordance with Article 44.4 are excluded from this process.

### **43.3 Effect of Reallocation**

#### **A. Reallocation to a Class with a Higher Salary Range Maximum**

1. If the employee has performed the higher-level duties for at least six (6) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status.
2. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher-level duties for at least six (6) months, the Employer must give the employee the opportunity to compete for the position if they possess the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article 36 of this Agreement applies. If the employee is appointed, they must serve a trial service period.

#### **B. Reallocation to a Class with an Equal Salary Range Maximum**

1. If the employee meets the skills and abilities requirements of the position, the employee remains in the position and retains existing appointment status.
2. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article 36 of this Agreement applies.

#### **C. Reallocation to a Class with a Lower Salary Range Maximum**

1. If the employee meets the skills and abilities requirements of the position and chooses to remain in the reallocated position, the employee retains existing appointment status and has the right to be placed on the Employer's internal layoff list for the classification occupied prior to the reallocation.
2. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article 36 of this Agreement applies.

### **43.4 Salary Impact of Reallocation**

An employee whose position is reallocated will have their salary determined as follows:

- A. Reallocation to a Class with a Higher Salary Range Maximum. Upon appointment to the higher class, the employee's base salary will be increased to a step of the range for the new class that is nearest to five percent (5.0%) higher than the amount of the pre-promotional step, or to the entry step of the new range, whichever is higher.

- B. Reallocation to a Class with an Equal Salary Range Maximum. The employee retains their previous base salary, or is moved to the entry step of the new range, whichever is higher.
- C. Reallocation to a Class with a Lower Salary Range Maximum. The employee will be paid an amount equal to their current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the salary they were receiving prior to the reallocation downward, until such time as the employee vacates the position or their salary falls within the new salary range.

## **ARTICLE 44 COMPENSATION**

### **44.1 General Wage Increases**

- A. Effective July 1, 20235, all salary ranges and steps of the Salary Schedule in effect on June 30, 20235, will be increased by- three percent (3%).
- B. Effective July 1, 20246, all salary ranges and steps of the Salary Schedule in effect on June 30, 20246, will be increased by) two percent (2%).
- C. Should classified general state government employees represented by WFSE (GG) and/or University employees represented by the Public School Employees (PSE) receive a package of general salary increases different than the package described in paragraphs A and B above. WFSE may, at its option, substitute the package of general salary increases included in the GG or PSE agreements for the package described in Paragraphs A and B above.

### **44.1 Pay Range Assignments**

Except as provided by Section 44.3 below, effective July 1, 2023, each classification represented by the Union will continue to be assigned to the same salary range to which it was assigned on June 30, 2023.

### **44.2 Minimum Wage Guarantee**

- A. To reflect the University's and WFSE's shared values, the base salary for represented permanent employees in salary ranges with steps below twenty-three dollars (\$23) per hour, probationary employees will be placed two (2) steps below the salary step that most closely approximates) twenty-three dollars (\$23) per hour. Following successful completion of probation, the employee will be set at the step in the range that most closely approximates twenty-three dollars (\$23) per hour, not to exceed Step M.
- B. Any employee who has a permanent assigned duty station within a local jurisdiction which has passed an ordinance establishing a minimum wage higher than the minimum wage established in this Agreement, will be paid no

less than the minimum wage directed by the local ordinance. The University will place the employee on a step in the assigned salary range that is equal to or more than the wage requirement of the local ordinance.

#### **44.4 State Salary Survey and Other Range Changes**

In the event that a classification range assignment used by State general government is adjusted to a range higher than that in effect at the University due to the State's implementation of the 2022 Washington State Employee Compensation Survey, the State's evaluation of recruitment or retention data, or through the State's negotiations with represented employees of general government, the University will change the classification's range assignment to match the State assignment. This section will be implemented only to the extent such salary range or locality pay adjustments are fully funded by the State.

#### **44.5 Pay for Performing the Duties of a Higher Classification**

Employees who are temporarily assigned the majority of duties and responsibilities of a higher-level classification will be notified in writing, with the bargaining unit representative having training on and access to a report providing a Higher Level Duty summary, and will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of their current step. The University may grant a higher salary increase as provided in Section 44.9. The increase will become effective on the first day the employee is assigned the higher-level duties. Unless otherwise agreed, temporary duty assignments to a higher-level classification will not exceed six (6) continuous months.

Temporary duty assignments detailed above are excluded from the position review process in Article 43, Section 43.2.

#### **44.6 Establishing Salaries for New Employees and New Classifications**

- A. The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules.
- B. Upon request of the Union, the Employer will bargain the effects of a change to an existing class or newly proposed classification.

#### **44.7 Periodic Increases**

Periodic increases are provided as follows:

- A. Employees who are hired at the minimum step of the pay range will receive a two (2) step increase to base salary following completion of six (6) months of service, and an additional two (2) step increase annually thereafter, until they reach the top of the pay range.
- B. Employees who are hired above the minimum step of the salary range will receive a two (2) step increase to base salary following completion of twelve (12) months of service, and an additional two (2) step increase annually thereafter,

until they reach the top of the pay range.

Employees, as of July 1, 20235, have been at Step L for twelve (12) months or longer will progress to Step M on July 1, 20235, and annually thereafter.

- C. Employees in classes that have pay ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges in accordance with Subsection A and B, above.
- D. The effective date of the periodic increase will be the first day of the month it is due.
- E. Employees hired before July 1, 2009, will retain their periodic increment date as of June 30, 2008.

#### **44.8 Salary Assignment Upon Promotion**

- A. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre- promotional step.
- B. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre- promotional step

#### **44.9 Salary Adjustments**

The University may increase an employee's step within the assigned salary range to address issues related to recruitment, retention or other business needs. Such an increase may not result in a salary greater than the range maximum.

#### **44.10 Demotion**

An employee who voluntarily demotes to another position with a lower salary range maximum will be placed in the new range at a salary equal to their previous base salary. If the previous base salary exceeds the new range, the employee's base salary will be set equal to the new range maximum.

#### **44.11 Transfer**

A transfer is defined as an employee-initiated move of an employee from one position to another position within the University in the same class or a different class with the same salary range maximum. Transferred employees will retain their current base salary.

#### **44.12 Reassignment**

Reassignment is defined as an employer-initiated move of a permanent employee within the University from one position to another in the same class or a different class with the

same salary range maximum. Upon reassignment, an employee retains their current base salary.

#### **44.13 Reversion**

Reversion is defined as voluntary or involuntary movement of an employee during the trial service period to the class in which the employee most recently held permanent status, or movement to a class in the same or lower salary range. Upon reversion, the base salary the employee was receiving prior to promotion will be reinstated.

#### **44.14 Elevation**

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided for promotion in Section 44.7, above.

#### **44.15 Part-Time Employment**

Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment. In the alternative, part-time employees may be paid the appropriate hourly rate for all hours worked.

#### **44.16 Callback**

When an overtime-eligible employee's shift has ended and the employee is called to return to work outside of their regularly scheduled hours to handle emergency situations that could not be anticipated, they will receive three (3) hours penalty pay plus time actually worked. The penalty pay will be compensated at the regular rate. Time worked will be in accordance with Article 7, Hours of Work, and Article 8, Overtime.

#### **44.17 Shift Premium**

- A. Shift premium for employees assigned to a shift in which a majority of time worked daily or weekly is between 5:00 p.m. and 7:00 a.m. will be one dollar and fifty cents (\$1.50) per hour.
- B. Shift premium will be paid for the entire daily or weekly shift, which qualifies under Subsection A, above. Shift premium may also be computed and paid at the above monthly rate for employees permanently assigned to a qualifying afternoon or night shift.
- C. An employee assigned to a shift that qualifies for shift premium pay will receive the same shift premium for authorized periods of paid leave.
- D. When an employee is regularly assigned to an afternoon or evening shift that qualifies for shift differential, the employee will receive shift differential pay during temporary assignment, not to exceed five (5) working days, to a shift that does not qualify for shift premium.

#### **44.18 Salary Overpayment Recovery**

- A. When the University has determined that an employee has been overpaid wages, the University will provide written notice to the employee that will include the following items:
  - 1. The amount of the overpayment;
  - 2. The basis for the claim; and
  - 3. The rights of the employee under the terms of this Agreement.
- B. Method of Payback. The employee must choose one (1) of the following options for paying back the overpayment:
  - 1. Voluntary wage deduction;
  - 2. Cash, credit/debit card; or
  - 3. E-check/Check.

The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made. The employee and the University may agree to make other repayment arrangements. The payroll deduction to repay the overpayment will not exceed five percent (5.0%) of the employee's disposable earnings in a pay period. However, the University and the employee may agree to an amount that is more than five percent (5.0%).

If the employee fails to choose one of the three (3) options described above within the timeframe specified in the University's written notice of overpayment, the University will deduct the overpayment owed from the employee's wages over a period of time equal to the number of pay periods during which the overpayment was made.

Any overpayment amount still outstanding at separation of employment will be deducted from the earnings of the final pay period.

- C. Appeal Rights. Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 31 of this Agreement.

#### **44.19 Special Pay Salary Ranges**

The State Human Resources Director, Department of Enterprise Services, may adopt special pay salary ranges for positions based upon pay practices found in private industry or other governmental units. The current special pay practices at the University will continue.

#### 44.20 Assignment Pay

Assignment pay (AP) is a premium added to the base salary and is intended to be used only as long as the skills, duties or circumstances it is based on are in effect. The University may grant assignment pay to a position to recognize specialized skills, assigned duties, and/or unique circumstances that exceed the ordinary. The “premium” is stated in ranges. The number of ranges is added to the base range of the class. The “reference number” indicates the specific conditions for which AP is to be paid. Group B indicates those assigned duties granted assignment pay which are not class specific as defined by the Washington Compensation Plan. The University determines which positions qualify for premiums, shown below:

<b>GROUP B</b>			
<b>Assigned Duty</b>		<b>Premium</b>	<b>Reference#</b>
Dual Language Requirement		2 ranges	18
Certified Arborist Work		8 ranges	21
Snow removal		2 ranges	TBD

**REFERENCE #18:** Employees in any position whose current, assigned job responsibilities include proficient use of written and oral English and proficiency in speaking and/or writing one (1) or more foreign languages, American Sign Language or Braille, provided that proficiency or formal training in such additional language is not required in the specifications for the job class. Basic salary plus two (2) additional ranges.

**REFERENCE #21:** Basic salary plus eight (8) ranges for certified arborists while they are required to perform work of a technical nature, including:

Controlled felling of large and hazardous trees; climbing; rigging; manlift operation; aerial work and directional topping; limbing; or lowering of tree material.

Skilled tree service work in technical tree climbing; controlled topping; and directional falling of large trees and snags; ornamental pruning.

**REFERENCE # \_\_\_\_:** Basic salary plus two (2) ranges for Facilities employees while they are required to perform snow removal work by their supervisor. This time will be rounded up to the nearest quarter hour abd based on the time spent actively engaging in snow removal.

#### 44.21 Regional Compensation

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

- A. All employees whose primary reporting location is in Whatcom County or Skagit County will receive three percent (3%) premium pay calculated from their base salary; provided that in the event the State implements regional compensation for employees whose primary reporting location is in Whatcom or Skagit County that exceeds three percent (3%), the University will increase its premium pay to the amount provided by the State.

B. In the event the State implements regional compensation for employees whose primary reporting location is in a county other than Whatcom or Skagit Counties in which the University has employee primary reporting locations, the University will provide regional pay to its employees on the same basis and in the same amount provided by the State.

**44.22 Dependent Care Salary Reduction Plan**

The University agrees to maintain the current dependent care salary reduction plan that allows eligible employees, covered by this Agreement, the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by Federal tax law or regulation.

**44.23 Pretax Health Care Premiums**

The University agrees to provide eligible employees with the option to pay for the employee portion of health premiums on a pretax basis as permitted by Federal tax law or regulation.

**44.24 Medical/Dental Expense Account**

The University agrees to allow insurance eligible employees, covered by the Agreement, to participate in a medical and dental expense reimbursement program to cover copayments, deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pretax basis as permitted by Federal tax law or regulation.

**44.25 Voluntary Separation Incentives – Voluntary Retirement Incentives**

The University will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such programs are provided for in the 2025-2027 operating budget. Such participation must be in accordance with the program guidelines adopted by the Department of Enterprise Services and the Department of Retirement Systems, following consultation with the Office of Financial Management.

Program incentives or offering of such incentives are not subject to the grievance procedure.

**44.26 Reopener**

Compensation increases described in Sections 44.1, 44.4, and 44.20 above will take effect only if they are deemed feasible by the Director of OFM, approved by the Legislature as provided in RCW 41.80, and fully funded by the State appropriations to the University. In the event that some or all of the compensation increases described in Sections 44.1, 44.4, and 44.20 are not approved or fully funded, the parties will reopen negotiations to bargain a replacement provision. Nothing in this paragraph obligates either party to agree to any proposal.

## **ARTICLE 45** **HEALTH CARE BENEFITS AMOUNTS**

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

## **ARTICLE 46** **VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATIONS (VEBAS)**

In accordance with state and federal law, the University and employees in bargaining units may agree to form a VEBA (tax-free medical spending accounts) funded by the retiree's sick leave cash out. A VEBA of employees covered by this Agreement will be implemented only by written agreement with the Union.

## **ARTICLE 47** **CHILDCARE CENTERS**

- 47.1** The Employer and the Union recognize that family life has a significant impact upon employees' work lives. The Employer agrees to provide employees with access to the Employer's existing childcare center(s) on the same basis as presently provided.
- 47.2** The Employer will notify the Union as soon as possible of any changes in employee access to the Employer's existing childcare center(s).

## **ARTICLE 48** **EMPLOYEE LOUNGE FACILITIES**

- 48.1** The Employer will provide employee lounge facilities apart from work areas, and will identify the location of lounge facilities in a form available to employees. The lounge facilities will be maintained in a clean and safe manner.
- 48.2** Adequate lunchrooms, break rooms, washrooms, and toilet facilities will be provided and available for use by employees. The facilities will not normally be used for any other purpose.
- 48.3** The Employer will provide each employee with access to secure storage for personal items.
- 48.4** The Employer will provide employees with a private location, other than a restroom or storage space, that provides privacy and is free from intrusion, for the purposes of expressing breast milk while at work. The lactation space must be: able to be locked by the occupant; clearly labeled with signage; safe, clean, and free of toxic or hazardous materials; not be normally used for any other purpose; contain a place to sit and a surface to place a breast pump and personal items; and have access to electricity or alternative devices, such as extension cords, needed to operate pump devices.

## **ARTICLE 49** **STRIKES**

**49.1** Nothing in this Agreement permits or grants to employees the right to strike or refuse to perform their official duties.

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

## **ARTICLE 50** **CONTRACTING**

### **50.1 Contracting for Services**

- A. The Employer may contract for services customarily and historically performed by employees only as permitted by RCW 41.06.142, WAC 200-320-615 and WAC 357-43.
- B. Prior to contracting out for services customarily and historically performed by bargaining unit members, Western shall:
  1. Notify the Union (pursuant to Article 37 – Mandatory Subjects) of the intent to contract services except that, in the event of emergencies or mandated conditions requiring immediate implementation, Western will notify the Union as soon as practicable. Such notice will include:
    - a. A description of the work to be contracted out, including the scope and estimated cost of the work, if known.
    - b. An explanation as to why the Employer is proposing to contract out the work.
    - c. Identification of any time-sensitivity or special urgency related to the contracting out of the work.
  2. Satisfy any collective bargaining obligation under RCW 41.80. The Union shall have twenty-one (21) calendar days from receipt of the written notice to request negotiations. The request must be in writing and sent to the Human Resources Director or their designee. If the Union does not request negotiations within twenty-one (21) calendar days, the Employer may purchase services without bargaining.

## **ARTICLE 51** **INCLEMENT WEATHER**

- 51.1** Bargaining unit employees who are unable to report to work or remain at their work site for all or part of their workday because of inclement weather may work remotely, if permitted by University policy, or may charge their missed time to vacation, personal holiday, accrued compensatory time, or leave without pay.
- 51.2** Employees who take leave without pay on their last workday preceding a holiday due to inclement weather will not be deemed ineligible for holiday pay because of such leave.
- 51.3** The University agrees to comply with outdoor heat exposure rules laid out in WAC 296-62-095. Additionally, should the State of Washington adopt similar rules for indoor heat exposure, the University agrees to comply with those rules.

## **ARTICLE 52** **SHARED SERVICES**

The Union and the Employer acknowledge that there may be instances where the Employer might be able to expand operations and provide services to other state agencies or institutions of higher education. It is further acknowledged that such expansion may have a beneficial impact on the Employer and may mitigate the impacts of budgetary constraints. The Employer will consider proposals submitted to them from the Union. This article may be grieved only up to the final internal step of the grievance procedure.

## **ARTICLE 53** **ENTIRE AGREEMENT**

- 53.1** This Agreement constitutes the entire agreement and any past practice or agreement between the parties prior to July 1, 2007, whether written or oral, is null and void, unless specifically preserved in this Agreement.
- 53.2** With regard to WAC 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.
- 53.3** This Agreement supersedes specific provisions of University policies with which it conflicts.
- 53.4** During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to matters that are mandatory subjects/topics under the law.

## **ARTICLE 54** **SAVINGS CLAUSE**

**Partial Invalidity.** If any court or administrative agency of competent jurisdiction finds any article, section or portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid article, section or portion.

## **ARTICLE 55** **PRINTING OF AGREEMENT**

- 55.1** The University and Union will share the initial cost of printing 300 copies of this Agreement, to be distributed equally between the Parties. The Agreement will be printed by the University's Print Shop on recycled paper with a union label. Employees who require a reasonable accommodation to access the Agreement may contact Human Resources for assistance.
- 55.2** The University will provide the Union with an electronic copy of the Agreement.
- 55.3** The University will post the Agreement electronically on the University website by July 1, 2023 or thirty (30) days after legislative approval, whichever is later, and will provide all employees with a link to the Agreement. All employees will be authorized to access the Agreement link. Each employee may print and staple or clip one (1) copy of the Agreement from the link on work time on state-purchased paper and state-owned equipment.

## **ARTICLE 56** **TERM OF AGREEMENT**

- 56.1** All provisions of this Agreement will become effective July 1, 2025, and will remain in full force and effect through June 30, 2027; however, in accordance with RCW 41.80.090, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.
- 56.2** Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2025 and no later than January 31, 2025. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

The Parties, by their signatures below, accept and agree to the terms and conditions of this Collective Bargaining Agreement.

Executed this 31st day of October, 2024.

FOR WASHINGTON FEDERATION OF STATE EMPLOYEES:

*Kurt Spiegel*

Kurt Spiegel, WFSE Executive Director

FOR WESTERN WASHINGTON UNIVERSITY:

*Elizabeth Parkes*

Liz Parkes

Associate Vice President, Human Resources

## APPENDIX A

X1. A. For the 2025-2027 biennium, the Employer Medical Contribution (EMC) will be an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured Uniform Medical Plan (UMP) Classic for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). In no instance will the employee contribution be less than two percent (2%) of the EMC per month.

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

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

C. Value-based benefits designs will:

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

D. Article X.1 (B) and (C) will expire June 30, 2027.

X.2 The Employer will pay the entire premium costs for each bargaining unit employee for dental, stand-alone vision, basic life, and any offered basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this Agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.

X.3 Wellness

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

X.4 The PEBB Program shall provide information on the Employer Sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.

X.5 Flexible Spending Arrangement

- A. During January 2026 and again in January 2027, the Employer will make available three hundred dollars (\$300 ) in a Flexible Spending Arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in RCW 41.80.020(3), who meets the criteria in Subsection X.5 B below.
- B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:
  - 1. Is occupying a position that has an annual full-time equivalent base salary of sixty-eight thousand and four dollars (\$68,004.00) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and

2. Meets PEBB program eligibility requirements to receive the Employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.
3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand, eighty-eight (2,088).
4. Base salary excludes overtime, shift differential and all other premiums or payments.

C. An FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for Employer FSA funds may decline this benefit but cannot receive cash in lieu of this benefit.

D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to an FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

*Janetta Sheehan* 09/24/2024  
Janetta Sheehan, Sr. Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

*Kurt Spiegel* 9/23/24  
Kurt Spiegel, Executive Director

  
9/23/24  
Jane Hopkins, President  
SEIU 1199NW

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
PEBB COALITION OF UNIONS

MEDICAL FLEXIBLE SPENDING ARRANGEMENTS WORK GROUP

Since the 2019-2021 PEBB healthcare agreement between the Coalition of Unions and the State of Washington, the parties have agreed to a benefit involving a Medical Flexible Spending Arrangement (FSA). Due to unknown reasons, a majority of eligible employees did not use some or all of this benefit.

The parties agree to use the already scheduled quarterly series of meetings between Health Care Authority (HCA), Office of Financial Management (OFM) and Union staff representatives to review data and discuss possible options and solutions to increase represented employees' awareness and utilization of the FSA benefit. The parties will focus their efforts on the following items:

1. Creating an introductory paragraph explaining the FSA benefit for represented employees for use in HCA communications. This communication shall include all the participatory unions' logos and/or names provided by the unions as well as HCA/PEBB branding.
2. Exploring the option of sharing a list of all eligible employees who did not use the three hundred dollar (\$300) benefit for the previous calendar year.
3. Creating a timely and targeted communication for those employees who have not yet accessed their FSA benefit.
4. Reviewing existing communications provided to new employees about the FSA benefit.
5. Assisting the Coalition of Unions with providing information to their members about the FSA benefit.
6. Ensuring that any information shared protects employees' personally identifiable information and protected health information.

7. Exploring options to provide access to this information for non-English speakers, for example, a flyer in multiple languages with notification of these benefits.

**This MOU will expire on June 30, 2027.**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

Janetta Sheehan 08/21/2024

Janetta Sheehan, Sr. Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Kurt Spiegel 08/22/24

Kurt Spiegel, Executive Director  
WESE



8/22/2024.

Jane Hopkins, President  
SEIU 1199NW

## APPENDIX B

### Parking Rates General Permit Rates and Increases

FY 25 -28								
	FY25 Increase	FY25 Rate	FY26 Increase	FY26 Rate	FY27 Increase	FY27 Rate	FY28 Increase	FY28 Rate
<b>G Lots</b>								
Quarter	\$6	\$125	\$5	\$130	\$5	\$135	\$5	\$140
Academic	\$18	\$375	\$15	\$390	\$15	\$405	\$15	\$420
Annual	\$23	\$481	\$19	\$500	\$19	\$519	\$20	\$539
Summer	\$5	\$106	\$4	\$110	\$4	\$114	\$5	\$119
<b>A lots</b>								
Quarter	\$5	\$111	\$4	\$116	\$5	\$120	\$5	\$125
Academic	\$15	\$333	\$15	\$348	\$12	\$360	\$15	\$375
Annual	\$19	\$422	\$18	\$440	\$16	\$456	\$19	\$475
Summer	\$4	\$89	\$4	\$92	\$4	\$96	\$4	\$100
<b>Motorcycle</b>								
Quarter	\$1	\$24	\$1	\$25	\$1	\$26	\$1	\$27
Academic	\$3	\$72	\$3	\$75	\$3	\$78	\$3	\$81
Annual	\$4	\$92	\$4	\$96	\$4	\$100	\$4	\$104
Summer	\$1	\$20	\$1	\$21	\$1	\$22	\$1	\$23
<b>G Lot Half-Time</b>								
Quarter	\$3	\$65	\$3	\$68	\$3	\$70	\$3	\$73
Academic	\$9	\$195	\$9	\$204	\$6	\$210	\$9	\$219
Annual	\$12	\$246	\$11	\$257	\$8	\$265	\$11	\$276
Summer	\$2	\$51	\$2	\$53	\$2	\$55	\$2	\$57
<b>A Half -Time</b>								
Quarter	\$3	\$53	\$2	\$55	\$2	\$57	\$2	\$59
Academic	\$9	\$159	\$6	\$165	\$6	\$171	\$6	\$177
Annual	\$11	\$204	\$8	\$212	\$8	\$220	\$8	\$228
Summer	\$2	\$45	\$2	\$47	\$2	\$49	\$2	\$51
<b>G Carpool</b>								
Quarter	\$6	\$125	\$5	\$130	\$5	\$135	\$5	\$140
Academic	\$18	\$375	\$15	\$390	\$15	\$405	\$15	\$420
Annual	\$23	\$481	\$19	\$500	\$19	\$519	\$20	\$539
Summer	\$5	\$106	\$4	\$110	\$4	\$114	\$5	\$119
<b>A Carpool</b>								
Quarter	\$5	\$111	\$4	\$116	\$5	\$120	\$5	\$125
Academic	\$15	\$333	\$15	\$348	\$12	\$360	\$15	\$375
Annual	\$19	\$422	\$18	\$440	\$16	\$456	\$19	\$475
Summer	\$4	\$89	\$4	\$92	\$4	\$96	\$4	\$100
<b>Pay-by-day</b>								
Daily (2.5% of quarterly permit)	\$0.10	\$3.10	\$0.15	\$3.25	\$0.10	\$3.35	\$0.15	\$3.50
<b>Lincoln Creek</b>								
Quarter	\$2	\$33	\$1	\$34	\$1	\$35	\$1	\$37
Academic	\$6	\$99	\$3	\$102	\$3	\$105	\$6	\$111
Annual	\$7	\$116	\$4	\$120	\$3	\$123	\$7	\$130
Summer	\$1	\$17	\$1	\$18	\$1	\$18	\$1	\$19
<b>Personal Reserved</b>								
Annual	\$52	\$1,093	\$44	\$1,137	\$45	\$1,182	\$47	\$1,230