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# COLLECTIVE BARGAINING AGREEMENT



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## THE STATE OF WASHINGTON AND CENTRAL WASHINGTON UNIVERSITY AND WASHINGTON FEDERATION OF STATE EMPLOYEES

EFFECTIVE

JULY 1, ~~2019~~2021 THROUGH JUNE 30, ~~2021~~2023

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**2019-2021**

**2021-2023**

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## **PREAMBLE**

This Agreement is made and entered into by the State of Washington, referred to as the “State,” on behalf of Central Washington University, referred to as the “Employer,” and the Washington Federation of State Employees (WFSE), AFSCME Council 28, AFL-CIO, referred to as the “Union” on behalf of the members of Local 330 and the employees in the bargaining units described in Article 1 – Union Recognition.

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 Central Washington 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 28.

## ARTICLE 1 - UNION RECOGNITION

- 1.1 The State and the Employer recognize the Union as the exclusive bargaining representative for the employees in the bargaining unit described in Central Washington University, PERC Decision ~~10375-13131~~ (PSRA, ~~2009~~ 2020) as:
- A. All full-time and regular part-time non-supervisory custodial, trades, food services, grounds, plant maintenance and security employees, excluding supervisors, uniformed personnel, and all other employees.
  - B. Employees who work for the ~~employer~~ Employer more than three hundred fifty (350-) hours during any consecutive 12-month period are included in the unit as regular part-time employees.
- 1.2 This Agreement covers the employees in the bargaining units but does not cover any statutorily-excluded positions.
- 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 non-uniformed personnel at Central Washington University, the terms of this Agreement will apply.

## ARTICLE 2 - NON-DISCRIMINATION

- 2.1 Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, marital status, race (see HB 2602 and RCW 49.60.040), color, creed, national origin, political affiliation, military status, status as a protected veteran, sexual orientation, any real or perceived sensory, mental or physical disability, use of service animal, genetic information, gender identification and gender expression, status as a victim of domestic violence, sexual assault or stalking, because of the participation or lack of participation in union activities, or any other protected class under applicable state or federal law. Bona fide occupational qualifications based on the above traits do not violate this Section.
- 2.2 Employees who feel they have been the subjects of discrimination are encouraged to discuss such issues with their supervisor or other management staff, or file a complaint in accordance with the Employer's policy and procedures regarding equal opportunity. In cases where an employee files both a grievance and an internal complaint regarding the same alleged discrimination, the grievance will be suspended until the internal complaint process has been completed.

- 2.3 Both parties agree that unlawful harassment will not be tolerated.
- 2.4 Both parties agree that nothing in this Agreement will prevent the implementation of the Employer's affirmative action plan in compliance with State, Federal, CWU policies and procedures.
- 2.5 Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint with the Washington State Human Rights Commission, Office of Civil Rights, or the Equal Employment Opportunity Commission.

### **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 Employer's business, employee well-being, or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.
- 3.2 Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee and/or the employee's union representative believes the employee has been subjected to inappropriate workplace behavior, the employee and/or the employee's representative is encouraged to report this behavior to the employee's supervisor, a manager in the employee's chain of command and/or the Human Resources Office. An employee or the employee's representative should identify complaints as inappropriate workplace behavior. The Employer will investigate the reported behavior and take appropriate action as necessary. The employee and/or union representative will be notified upon conclusion of the investigation and be provided a copy of the investigative report, if any. Upon request, a Human Resources staff member will meet with the employee and/or the union representative to review the process and discuss any outcome.
- 3.3 The procedural aspects of this article are subject to Step 2 of the grievance procedure only. No other grievance steps apply. The Chief Human Resources Officer will not designate any individual involved in the investigation or earlier meetings to hear the grievance.

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

#### **4.1 Filling Positions**

- A. The Employer 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 Employer can fill a position on a full-time or part time basis. Consideration will be limited to employees who have the skills and abilities required for the position. Positions will be posted for at least ten (10) calendar days.

1. ~~1.~~ When filling a position and there are names on the appropriate layoff list, the Employer will consider all bargaining unit employees on the layoff list and internal bargaining unit university candidates with the required skills and abilities for the specific position.
  2. If there are no names on the internal layoff list, the position will be posted on the university's employment website for a period of not less than five (5) full working days. Employees who hold permanent status in the job classification of the vacant position may request to be transferred. The request must be submitted to the Human Resources office through the online application process during position's posting period. Employer will consider all requests for transfer prior to considering other candidates. If an employee is accepted for transfer, they will be notified at the time of transfer whether they are required to serve a trial service period.
- B. An internal promotional candidate is an employee who applies for appointment with the Employer to a class with a higher salary range maximum.
- C. A transfer candidate is an employee who applies for appointment with the Employer to a position in the same class, same class on a different shift or to a different class with the same salary range maximum.
- D. A voluntary demotion candidate is an employee who applies for appointment with the Employer to a class with a lower salary range maximum.
- E. The Employer will establish an application process for internal promotions, transfers and voluntary demotions. The Employer will offer an interview to at least two (2) internal promotional, transfer, or voluntary demotion candidates with the skills and abilities required for the position. Consideration will be limited to employees who have the skills and abilities required for a position.
- F. The Employer will establish a posting process that takes into consideration employee accessibility issues to electronic and hard copy notifications, as well as geographical issues.
- G. Skills 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.

## 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 or due to known budgetary restraints. At least fifteen (15) days before the start of each annual cycle, incumbents of cyclic year positions will be informed, in writing, of their scheduled periods of leave without pay in the ensuing cycle. Such periods of leave without pay will not constitute a break in service.

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

C. Project Employment

1. The Employer may appoint employees into project positions for which employment is contingent upon state, federal, local, grant, or other special funding of specific and of time-limited duration. The Employer will notify the employees, in writing, of the expected ending date of the project employment.
2. Employees who have entered into project employment without previously attaining permanent status will serve a probationary period. Employees will gain permanent project status upon successful completion of their probationary period.

Employees with permanent project status will serve a trial service period when they:

- a. Promote to another job classification within the project; or
  - b. Transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.
3. The Employer may consider project employees with permanent project status for transfer, voluntary demotion, or promotion to non-project positions. Employees will serve a trial service period upon transfer, voluntary demotion, or promotion to a non-project position.
  4. When the Employer converts a project appointment into a permanent appointment, the employee will serve a probationary or trial service period.

5. The layoff and recall rights of project employees will be in accordance with the provisions in Article 32, 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 Union-Management Communication 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 28.

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

An employee 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 Employer 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. Internal candidates who are not certified for a position may, upon request, meet with the hiring authority to discuss the reasons they were not certified and the skills, abilities and/or experiences necessary for movement to another position.

### 4.5 Review Periods

#### A. Probationary Period

1. ~~Except for Campus Police Officers, every~~ 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 or for all employees in a class as long as the extension does not cause the

total period to exceed twelve (12) months. If the Employer extends an individual's probationary period, it must provide to the employee, in writing, the reasons for the extension.

~~Every permanent Campus Police Officer, following their initial appointment to a permanent appointment, will serve a probationary period of twelve (12) months following the successful completion of the Washington State Criminal Justice Training Commission's basic law enforcement academy, or twelve (12) months if academy training is not required.~~

2. The Employer may separate a probationary employee at any time during the probationary period, whether or not the Employer has evaluated the probationary employee. The Employer will provide the employee one (1) working days' written notice prior to the effective date of the separation.

If the Employer fails to provide one (1) working days' notice, the separation will stand and the employee will be entitled to payment of salary for up to one (1) working day, which the employee would have worked had notice been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status. The separation of a probationary employee will not be subject to the grievance procedure in Article 28.

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 ~~and Campus Police Officers~~, all other employees with permanent status who are promoted, who voluntarily accept a transfer or demotion into a job classification for which they have not previously attained permanent status, or who move to a different position within their current classification that requires different skills and abilities, will serve a trial service period of six (6) consecutive months. Employees who voluntarily transfer into another position in their current classification under 4.1 A.2 may serve a trial service period. Employees in an in-training appointment will follow the provisions outlined in Article 4.2 D. 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. If the Employer extends an individual's trial service period, it must provide to the employee, in writing, the reasons for the extension.

~~All employees with permanent status who are promoted or who voluntarily accept a transfer or demotion into the job classification of Campus Police Officer will serve a trial service period of twelve (12) months following the successful completion of the Washington State Criminal Justice Training Commission's basic law enforcement academy, or twelve (12) months if academy training is not required.~~

2. Any employee 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.
3. With three (3) working days' written notice by the Employer, an employee who does not successfully complete their trial service period will be offered a funded position with the Employer that is:
  - a. Vacant at the same or lower salary range maximum and is within the trial service employee's previously held permanent job classification; or
  - b. Vacant at or below the employee's last 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 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 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.

4. An employee who has no reversion options or does not revert to the classification they held prior to the trial service period may request the Human Resources Office to place their name on the layoff list for positions in job classifications where they had previously attained permanent status.
5. An employee serving a trial service period may voluntarily revert to their former position within fifteen (15) calendar days after the appointment, provided that the position has not been filled or an offer has not been made to an applicant. The Employer may consider requests after the fifteen (15)

day period. After fifteen (15) days, an employee serving a trial service period may voluntarily revert at any time to a vacant position with the Employer 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 28.

C. Transition Review Period

In accordance with Article 32, Layoff and Recall, the Employer may require an employee to complete a transition review period.

#### **4.6 Custodial Building Assignments**

Custodial assignments within departments that are vacated by transfer or termination or the creation of a new assignment shall be handled in the following manner. When a position is going to be filled on a permanent basis, the Employer will determine whether any employees have expressed an interest in that assignment. Employees with the highest seniority will receive their choice of assignment when comparable duties are involved and the employee has the skills and abilities necessary to perform the duties of the position. The Employer may reassign employees to a vacant position(s) or to an occupied position(s) on the same shift to resolve documented issues with performance, and/or conflict of interests; prior to making such reassignments, the employer will meet with the Union Representative and the affected employee(s) to discuss the proposed move, and the University will make a reasonable effort to accommodate the desires of other affected employee(s). An employee's request may be turned down if the employee has documented attendance or performance problems within the preceding 12 months.

- 4.7 The University will provide a monthly vacancy report to the Chief Shop Steward at the Union-Management Communication Meeting and/or via email identifying any bargaining unit positions that become vacant or are temporarily filled.

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

#### **5.1 Temporary Appointments**

The Employer may make temporary appointments. Individuals in temporary appointments are limited to one thousand fifty (1,050) hours of work in a twelve (12) consecutive month period from the individual's original date of hire. For the purposes of counting the one thousand fifty (1,050) hours, the twelve (12) month period will begin on the employee's original date of hire. The next twelve (12) month period will repeat accordingly and this pattern will continue.

- A. Represented Individuals  
Excluding students, individuals in temporary appointments who work between three hundred fifty (350) hours and one thousand fifty (1,050) hours in a twelve (12) consecutive month period from the original date of hire who are members of the bargaining unit represented by the Union, are governed by the specific terms of this Article. Once the employee works at least three hundred fifty (350) hours the employee remains a represented individual until the end of the first twelve (12) month period in which the employee does not work at least three hundred fifty (350) hours in a twelve (12) consecutive month period from the original date of hire. An employee who has not worked sufficient hours to remain a represented individual is excluded from the bargaining unit until the employee again works at least three hundred fifty (350) hours in a twelve (12) month period from the original date of hire.
- B. Unless identified in Sections 5.8, 5.11, 5.12 and 5.13, below, no other Articles in this Agreement apply to represented individuals.
- C. The Employer may petition the Office of the State Human Resources Director 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 Appointment Notice**

Prior to the start of a temporary appointment, the temporary appointee must be notified in writing of the conditions of the appointment. The written notification must contain the following information regarding the appointment:

1. The reason for the temporary appointment;
2. The hours of work and the hourly rate of pay;
3. The anticipated duration of the appointment;
4. A statement regarding the receipt or non-receipt of benefits;
5. The employee's original date of hire in a temporary appointment;
6. A description of when they may become a represented individual, included in the bargaining unit and covered by this Agreement;
7. A statement of the Union's exclusive recognition and union security provision; and
8. The right to request remedial action as provided in 5.7 below.

## **5.3 Compensation**

The Employer will continue current practices regarding salary assignments for represented individuals.

#### **5.4 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.

#### **5.5 Release Time for Interviews**

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

#### **5.6 Suspended Operations**

If the President or designee of the University 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 5.4, above.

#### **5.7 Remedial Action**

- A. If a represented individual has worked more than one thousand fifty (1,050) hours in a twelve (12) month period from the individual's original date of hire, they may request remedial action from the Office of the State Human Resources Director 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 5.13, below.



## **5.8 Training and Employee Development**

Sections 9.2 and 9.3 of Article 9, Training and Employee Development apply to represented individuals.

## **5.9 New Member Orientation**

The Employer will notify the Union of any newly represented temporary employees. The Union will be given the opportunity to have a Union representative speak with the newly represented temporary employees for not more than thirty (30) minutes to provide information about the Union and this Agreement.

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

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

## **5.11 Reasonable Accommodation**

Sections 31.1 through 31.4 of Article 31, Reasonable Accommodation and Disability Separation, apply to represented individuals.

## **5.12 Other Provisions**

The following Articles in this Agreement apply to represented individuals:

Article 1	Union Recognition
Article 2	Non-Discrimination
Article 3	Workplace Behavior
Article 8	Overtime
Article 13.3	Safety and Health
Article 13.4	Employee Assistance Program
Article 19	Uniforms, Tools and Equipment
Article 20	Drug and Alcohol Free Workplace
Article 21	Travel
Article 22	Commute Trip Reduction and Parking
Article 23	Licensure and Certification
Article 29	Legal Defense
Article 30	Employee Files
Article 33	Management Rights
Article 34	Mandatory Subjects

Article 35	Union-Management Communication Committee
Article 37	Union Activities
Article 38	Dues/Fees Deduction and Status Reports
Article 41	Healthcare Benefit Amounts (if qualified per PEBB)
Article 42	Childcare Centers
Article 43	Employee Lounge Facilities
Article 44	Strikes
Article 46	Entire Agreement
Article 47	Savings Clause
Article 48	Printing and Distribution of Agreement
Article 49	Term of Agreement

### 5.13 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 28, Grievance Procedure, apply to represented individuals as follows:

28.1	Applies in its entirety.
28.2.A.	Does not apply.
28.2.B-O.	Apply in their entirety.
28.3.A.	Applies in its entirety.
28.3.B.	Does not apply.
28.3.C. Step 1	Applies in its entirety.
28.3.C. Step 2	Applies in its entirety.
28.3.C. Step 3	Applies only for non-disciplinary grievances.
28.3.C. Step 4	Applies only for non-disciplinary grievances.
28.4	Applies in its entirety.

The remainder of Article 28, 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 the employee's 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 Employer's mission and goals. Performance problems are to be addressed in accordance with CWU policy and the CBA. Performance problems will 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 review period to discuss performance expectations. 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 per the Employer's policy and procedures during probationary, trial service and transition review periods and at least annually thereafter. In the event that a permanent employee's evaluation is not completed within this timeframe, the employee's performance will be considered satisfactory for the review period. 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 28. 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 Electronic Personal Development / E-Performance (E.P.D.)**

When the Employer requires employees to self-evaluate themselves via E-Performance, each employee will be provided with paid work time, space, computer access and any other

needed resources, all as reasonably necessary to complete the evaluation. Employees who need unique arrangements to complete their self-evaluation should make necessary arrangements with their supervisor and/or Human Resources.

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

## ARTICLE 7 - HOURS OF WORK

### 7.1 Definitions

- A. Full-time Employees  
Employees who are scheduled to work forty (40) hours per workweek.
- ~~B. Law Enforcement Employees  
Campus Police.~~
- C. Overtime-Eligible Employees  
Employees who are covered by the overtime provisions of state and federal law.
- D. Overtime-Exempt Employees  
Employees who are not covered by the overtime provisions of state and federal law.
- E. Part-time Employees  
Employees who are scheduled to work less than forty (40) hours per workweek.
- F. Work Schedules  
Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.
- G. Work Shift  
The hours an employee is scheduled to work each workday in a workweek.
- H. Workday  
One (1) of seven (7) consecutive, twenty-four (24) hour periods in a workweek.
- I. 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 12:00 a.m. on Sunday and end at 12:00 midnight the following Saturday 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

Per state and federal law, the Employer will determine whether a position is overtime-eligible or overtime-exempt. If there is a change in the overtime eligibility designation for an employee's position, the Employer will provide the employee with written notification of the change.

### 7.3 Overtime-Eligible Employees

- A. Work Schedules

1. Regular Work Schedules  
The regular work schedule for overtime-eligible employees will not be more than forty (40) hours in a workweek, with at least two (2) consecutive days off and starting and ending times as determined by the requirements of the position and the Employer. The Employer may adjust the regular work schedule with prior notice to the employee as provided in this Article.
2. Employee Requests  
Employees may request a modification of their regular schedules (e.g. moving from eight-hour days to ten-hour days), and such modifications will not be denied or rescinded for reasons that are arbitrary, capricious, or unlawful.

## B. Schedule Changes

1. Temporary Schedule Changes  
Employees' workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. 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 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.
2. Long-Term or Project Schedule Changes  
Employees' workweeks and work schedules may be changed for periods exceeding twenty-one (21) calendar days with prior notice from the Employer. Overtime-eligible employees will receive ten (10) calendar days' written notice of a long-term or project schedule change. The day notification is given is considered the first day of notice. Upon request, the Employer will meet with affected employees and/or the Union to discuss the change and the reason/s for it. 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 overtime-eligible employee's workweek and work schedule without prior notice in emergencies or for operational needs.
4. Agreed Schedule Changes  
Overtime-eligible employees' workweeks and work schedules may be changed at the employee's or supervisor's request and with their mutual consent, provided the Employer's business and customer service needs are met and no overtime expense is incurred.

C. Flexible Schedules

Upon mutual agreement between the employee and their supervisor, an employee may work a flexible schedule with starting and ending times set by agreement between the employee and their supervisor.

D. Home Phone Calls/Contacts

Time spent on work-related telephone calls, emails, text messages, or other electronic communication received during the employee's non-work time and subsequent, related employee-initiated calls will be considered time worked. Work during non-scheduled time, needs to be approved by the employee's supervisor. Other than answering a call to determine availability for call back or receiving a call back or other calls arising only to a *de minimis* level, time spent on work-related calls will fall under the provisions of 7.10.

#### **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 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 as time allows 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 Employer.

## ~~7.8 All Overtime-Eligible Law Enforcement Employees Subpoenaed to Appear in Court~~

~~All law enforcement employees who are subpoenaed to appear in court will be compensated a minimum of three (3) hours of work time, provided the court appearance is not immediately preceding or following the employee's scheduled shift. Court appearances immediately preceding or following a scheduled shift will be compensated as actual time worked. All law enforcement employees will verify with the court the evening prior to their appearance to confirm the subpoena is still active and their appearance is required.~~

## **7.9 Overtime-Exempt Employees**

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

- A. The Employer determines the products, services, and standards which must be met by overtime-exempt employees.
- B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. Full-time overtime-exempt employees are expected to work a minimum of forty (40) hours in a workweek and part-time overtime-exempt employees are expected to work proportionate hours. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.
- C. The salary paid to overtime-exempt employees is full compensation for all hours worked.
- D. Overtime-exempt employees are not authorized to receive any form of overtime compensation, formal or informal.



- E. The appointing authority or their designee may approve overtime-exempt employee absences with pay for extraordinary or excessive hours worked, without charging leave.
- F. If they give notification and receive the Employer's concurrence, overtime-exempt employees may alter their work hours. Employees are responsible for keeping management apprised of their schedules and their whereabouts.
- G. Prior approval from the Employer for the use of paid or unpaid leave for absences of two (2) or more hours is required, except for unanticipated sick leave.

7.10 Work performed at home as directed will be compensated for one-half (1/2) hour or actual time worked whichever is greater, for each incident.

### 7.11 Remote Work

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 may 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.

## **ARTICLE 8 - OVERTIME**

### **8.1 Definitions**

- A. Overtime  
Overtime is defined as time that an overtime-eligible employee works in excess of forty (40) hours per 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 exclusion. The Employer will continue with their current practice regarding overtime rates.
- 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.

ED. 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 Overtime Eligibility and Compensation**

Employees are eligible for overtime under the following circumstances:

Overtime-eligible employees who have prior approval and work more than forty (40) hours in a workweek will be compensated at the overtime rate. An employee whose workweek is less than forty (40) hours will be paid at their regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work more than forty (40) hours in a workweek.

## **8.3 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 give as much advanced notice to employees as practical when requiring them to work overtime. The Employer will first attempt to meet its overtime requirements on a voluntary basis with qualified employees who are currently on duty. 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. Supervisors will not perform overtime work normally done by bargaining unit employees except when an emergency arises and all other avenues have been exhausted.
- E. Supervisors will attempt to meet overtime requirements on a voluntary basis by offering the overtime to employees in the order listed below. If there are not enough qualified employees volunteering to work overtime, a supervisor may require employees to work overtime. A supervisor will only move to the next level if there are not enough qualified employees available to satisfy the overtime requirements.
  - 1. Qualified bargaining unit employees within their shop.
  - 2. Qualified bargaining unit employees outside their shop.
  - 3. Qualified represented temporary employees within their shop.
  - 4. Qualified non-bargaining unit employees.

#### **8.4 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 request of 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. The Employer may schedule an employee to use their compensatory time with seven (7) calendar days' notice.
- D. Compensatory Time Cash Out
  - 1. All compensatory time 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 will be cashed out every June 30th or when the employee separates from the Employer. The Employer will cash out compensatory time when the employee transfers to another department. A reorganization or merger of departments is not considered a transfer under this section.

2. As an exception to 8.4 D.1 above, an appointing authority or their designee will allow an employee to carry forward up to forty (40) hours of compensatory time past June 30th when an employee's workload requires call-back or any overtime during the months of May and June.

## **ARTICLE 9 - TRAINING AND EMPLOYEE DEVELOPMENT**

**9.1** ~~The~~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 Employer policies and available resources.

**9.2** Attendance at employer-required training will be considered time worked. The Employer will make reasonable attempts to schedule employer-required training during an employee's regular work shift. The Employer will pay the registration, and associated travel costs in accordance with Article 21, for employer-required training.

### **9.3 Master Agreement Training**

- A. The Employer and the Union agree that training for managers, supervisors and union stewards responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current union stewards, and the Employer will provide training to managers and supervisors on this Agreement.
- B. The Union will present the training to current union stewards within each bargaining unit. Union stewards will be released with pay on one (1) occasion for up to four (4) hours to attend the training. In addition, Union stewards will be allowed up to thirty (30) minutes for travel time to and from the training, if needed. The training and travel time will be considered time worked for those union stewards who attend the training during their scheduled work shift. Union stewards who attend the training during their non-work hours will not be compensated for training and/or travel time. The parties will agree on the date, time, number and names of stewards attending each session. Additional release time and/or travel time may be provided in accordance with Article 37.8.
- C. The Employer will arrange training on this Agreement for all bargaining unit employees. The Employer and the Union recognize the value of, and encourage joint training when possible.

9.4 Employees may communicate their education and skill development training desires annually through the performance evaluation process.

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

## 9.6 New Employee Orientation

A. When the Employer provides a formal or informal new employee orientation program, the Union will be given an opportunity to have a union representative speak to the new employees being oriented for not more than thirty (30) minutes to provide information about the Union and this Agreement. The ~~Union will be notified~~ Employer will provide notice to the Union, at the email address ([mcc@wfse.org](mailto:mcc@wfse.org)), at least two (2) business days in advance of orientation meetings involving new bargaining unit employees. The Employer will provide the Union with the employee's name, job classification, work location and hire date. *[Note: the language of this paragraph applies to orientations that are conducted face-to-face or via video conferencing.]*

B. 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.

C. In the event that an employee does not have a scheduled orientation within the first ninety (90) days of newly joining a WFSE-represented bargaining unit, the University will permit the Union chapter president or designee to meet with the employee for thirty (30) minutes to discuss the Agreement and Union representation under the Agreement. The meeting will occur during the new employees work time, and the Union chapter president or designee will be granted release time for his/her participation in the meeting. All such meetings must be scheduled in advance with the University's Labor Relations staff.

## ARTICLE 10 - HOLIDAYS

### 10.1 Holidays

A. The following days are paid holidays for all eligible employees:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11

Thanksgiving Day	Fourth Thursday in November
The day immediately after Thanksgiving	
Christmas Day	December 25
Personal Holiday	

- B. The following days are unpaid holidays for all eligible employees:  
Two faith- or conscience-based holidays pursuant to RCW 1.16.050.

## 10.2 Observance of Holidays

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

## 10.3 Holiday Rules

The following rules apply to all holidays except the personal holiday:

- A. Employees will be paid for the hours actually worked on a holiday at the overtime rate.
- B. Permanent and probationary employees working twelve (12) month schedules or cyclic year employees who work full monthly schedules throughout their work year will receive holiday pay if they were in pay status on the entire work shift preceding the holiday. Any day(s) the Employer suspends operations will not be considered a workday for the purpose of determining holiday pay eligibility under this specific provision.
- C. Cyclic year employees scheduled to work less than full monthly schedules throughout their work year qualify for holiday compensation if they work or are in pay status for the entire work shift on their last regularly scheduled working day before the holiday(s) in that month. In the event that a holiday falls on the first weekday of a month, cyclic employees will receive holiday compensation if they are in paid status for the first University business day following the holiday and they are scheduled to work five (5) or more days during the month in which the holiday occurs. Cyclic year employees will be entitled to holiday pay on the same proportional basis that their appointment bears to full-time employment.
- D. Holiday Pay
1. When a holiday falls on a full-time employee's regularly scheduled workday, the employee's pay is equivalent to the employee's scheduled hours of work on the day of the holiday absence.
  2. 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 they ~~is~~are entitled to.

- E. Holidays are pro-rated for less than full-time employees.
- F. When a holiday falls on the employee's scheduled workday, that day will be considered the holiday.
- G. 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.
- H. The holiday for night shift employees whose schedules begin on one calendar day and ends on the next calendar day will be determined by the Employer. It will start either at:
  - 1. The beginning of the scheduled night shift that begins on the holiday; or
  - 2. The beginning of the shift that precedes the calendar holiday.

#### **10.4 Personal Holidays**

An employee may choose one (1) workday as a personal holiday during each calendar year if the employee has been continuously employed by the State of Washington 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. Employers may adopt eligibility policies to determine which requests for particular dates will be granted if all requests cannot be granted.
- E. Personal holidays are pro-rated for less than full-time employees.
- F. The pay for a full-time employee's personal holiday is equivalent to the employee's work shift on the day selected for the personal holiday absence.
- G. Part or all of a personal holiday may be donated to another employee for shared leave as provided in RCW 41.04.665. Any remaining portions of a personal holiday must be taken as one (1) absence, not to exceed the work shift on the day of the absence.
- H. 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 18.13; or
  - 3. Leave as required by the Domestic Violence Leave Act, RCW 49.76. Any remaining portions of a personal holiday must be taken as one (1) absence, not to exceed the work shift on the day of the absence.
- I. 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 12.2 A.

## **ARTICLE 11 - VACATION LEAVE**

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

### **11.2 Vacation Leave Credits**

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

### **11.3 Vacation Leave Accrual**

Full-time employees will accrue vacation leave according to the rate schedule below under the following conditions:

- 1. Employees working less than full-time schedules will accrue vacation leave on the same pro rata basis that their appointment bears to full-time employment.



2. Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month will accrue vacation leave according to the rate schedule.
3. Part-time employees will accrue vacation leave in any calendar month in which they are in pay status for the portion of eighty (80) hours that their monthly schedule bears to full-time employment.
4. 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.
5. Vacation leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.
6. Unused vacation leave credits of employees who change Washington State employers without a break in service will transfer with the employee to the new employer. An employee who brings an accrued balance from another Washington State employer may use the previously accrued vacation leave during the probationary or trial service period.

#### 11.4 Vacation Leave Accrual Rate Schedule

<b>Full Years of Service</b>	<b>Hours Per Year</b>
During the first and second years of current continuous employment	One hundred twelve (112)
During the third year of current continuous employment	One hundred twenty (120)
During the fourth year of current continuous employment	One hundred twenty-eight (128)
During the fifth and sixth years of total employment	One hundred thirty-six (136)
During the seventh, eighth and ninth years of total employment	One hundred forty-four (144)
During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of total employment	One hundred sixty (160)
During the fifteenth, sixteenth, seventeenth, eighteenth and nineteenth years of total employment	One hundred seventy-six (176)
During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years of total employment	One hundred ninety-two (192)
During the twenty-fifth year of total employment and thereafter	Two hundred (200)

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

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. Vacation requests will be considered on a first come, first served basis. In the event that two (2) or more employees contemporaneously request the same vacation period and the number must be limited, the requests will be considered to have been filed in order of seniority.

### **11.6 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 Employer will take into account the desires of the employee but may require that leave be taken at a time convenient to the Employer. In the event two (2) or more employees contemporaneously request the same vacation period and the number must be limited, the requests will be considered to have been filed in order of seniority.
- 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.
- E. Employees may submit in writing to their supervisor their preferences for vacation leave for the period of May 1st of the current year through the end of April of the next year. Employees on the schedule will have priority and be granted their vacation leave requests at the times specified, if possible, over those who have not submitted their vacation leave requests by April 30th of each year. The Employer may compile and post a vacation leave schedule by work unit.

### **11.7 Family Care, Military Family Leave and Domestic Violence Leave**

Family Care, Military Family Leave and Domestic Violence Leave will be conducted in accordance with current applicable federal and state laws, state and CWU policies, regulations, and procedures.

### **11.8 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 12.2.A.1-2. An employee who has used all of their sick leave may use vacation leave for sick leave purposes as provided in Article 12.2.A.3-11.

## **11.9 Emergency Childcare**

Employees may use vacation leave for childcare emergencies after the employee has exhausted all of their accrued compensatory time. Use of vacation leave and sick leave for emergency childcare is limited to a combined maximum of four (4) days per calendar year.

## **11.10 Vacation Cancellation**

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

## **11.11 Vacation Leave Maximum**

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

- A. If an employee's request for vacation leave is denied by the Employer, and the employee is close to the vacation leave maximum, the Employer will grant an extension for each month that the Employer must defer the employee's request for vacation leave.
- B. An employee may also accumulate vacation leave days in excess of two hundred and forty (240) hours as long as the employee uses the excess balance prior to 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.

## **11.12 Separation**

Any employee, who has been employed for at least six (6) continuous months, who either resigns with adequate notice or retires, is laid off or is terminated by the Employer, will be entitled to be paid for all vacation leave credits. In addition, the estate of a deceased employee will be entitled to payment for all vacation leave credits.

## **11.13 Addendum**

If the vacation leave accrual amounts are adjusted in WAC, CWU will incorporate said changes.

## ARTICLE 12 - SICK LEAVE

### 12.1 Sick Leave Accrual

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

- A. Full-time employees in pay status for eighty (80) non-overtime hours in a calendar month will accrue their full, eight (8) hours of sick leave credit.
- B. Part-time employees will accrue a prorated amount of sick leave credit in any calendar month in which they are in pay status for the portion of eighty (80) hours that their monthly schedule bears to full-time employment.
- C. Employees who are in pay status for less than eighty (80) non-overtime hours in a calendar month will accrue ~~will accrue~~ sick leave for that month at a rate of one (1) hour for every forty (40) hours worked.
- D. Sick leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.

### 12.2 Sick Leave Use

- A. Sick leave may be used in increments of one-tenth (1/10<sup>th</sup>) of an hour for the purposes below.
  - 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, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law and corresponding relatives of employee's spouse, significant other or domestic partner. Sick leave use for bereavement is limited to five (5) days.
  9. Childcare emergencies after the employee has exhausted all of their accrued compensatory time. Use of sick leave and vacation leave for emergency childcare is limited to a combined maximum of four (4) days per calendar year.
  10. Leave for Military Family Leave as required by RCW 49.77 and in accordance with Article 18.13.
  11. Leave for Domestic Violence Leave as required by RCW 49.76.
  12. Qualifying absences for Family and Medical Leave (Article 14).
- 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 or domestic partner;
  4. A grandparent;
  5. A grandchild;
  6. A sibling.

### **12.3 Use of Compensatory Time, Vacation Leave, Personal 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 12.2 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 12.2 A.7. Employees who have used all of their sick

leave may use compensatory time, vacation leave, personal leave or all of a personal holiday for sick leave purposes as provided in Article 12.2 A.2-6 and 8-12.

#### **12.4 Restoration of Vacation Leave**

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

#### **12.5 Sick Leave Reporting and Verification**

- A. An employee 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).
- B. Unless otherwise precluded by law, if the Employer establishes a pattern of abuse, the Employer may require a written medical certification for any sick leave absence consistent with that pattern.
- C. An employee returning to work after any sick leave absence, including, but not limited to, illness, Labor & Industries claim, FMLA, off work accident, may be required to provide written medical certification from the employee's health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

#### **12.6 Sick Leave Annual Cash Out**

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

- A. The employee's 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.

## **12.7 Sick Leave Separation Cash Out**

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

## **12.8 Reemployment**

Former state employees who are reemployed within five (5) years of leaving state service will be granted all unused and unpaid sick leave credits they had at separation. Unless otherwise required by applicable law, employees who are reemployed after retiring and cashing out their sick leave balance will not have leave reinstated at the time of rehire; when such an employee subsequently retires or dies, only unused sick leave accrued since the date of reemployment minus sick leave taken within the same period will be eligible for sick leave separation cash out, in accordance with 12.7 above.

## **12.9 Carry Forward and Transfer**

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

## **ARTICLE 13 - OTHER MANDATES**

### **13.1 Shared Leave**

Shared leave will be conducted in accordance with current applicable federal and state laws, state and CWU policies, regulations, and procedures.

- A. The Employer will respond in writing to shared leave requests within fourteen (14) calendar days of receipt of properly completed request.
- B. For purposes of administering shared leave, an "employee's relative" is defined to include:
  - 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 or registered domestic partner;
  - 4. A grandparent;
  - 5. A grandchild; or
  - 6. A sibling.

### **13.2 Uniform Service Shared Leave Pool**

The uniform service shared leave pool will be conducted in accordance with current and applicable federal and state laws, state and CWU policies, regulations, and procedures.



### **13.3 Safety and Health**

Safety and Health responsibilities will be conducted in accordance with current and applicable federal and state law WAC 296-800-160, WAC 296-360-150, WAC 296-800-13020, and other applicable state laws, state and CWU policies, regulations, and procedures.

### **13.4 Employee Assistance Program**

The Employee Assistance Program will be conducted in accordance with current and applicable federal and state law WAC 357-31-325 and other applicable state laws, state and CWU policies, regulations, and procedures.

### **13.5 Voluntary Employee's Beneficiary Associations (VEBA)**

In accordance with state and federal law, the Employer 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 14 - FAMILY AND MEDICAL LEAVE**

### **14.1**

- A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and any amendments thereto and the Washington Family Leave Act of 2006 (WFLA), an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of FMLA leave in a twelve (12) month period for one or more of the following reasons 1 - 5:
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 state registered domestic partner as defined by RCW 26.60.020 and 26.60.030 who suffers from a serious health condition that requires on-site care or supervision by the employee. Because the FMLA does not recognize state registered domestic partners, an absence to care for an employee's state registered domestic partner in accordance with the WFLA will not be counted towards the twelve (12) weeks of FMLA and/or

4. Family medical leave for a qualifying exigency when the employee's spouse, child of any age or parent is on active duty, been called to active duty status or has been notified of an impending call to active duty in the Armed Forces, including the Reserves or National Guard, in support of a contingency operation or deployment to a foreign country.

Qualifying exigencies include attending certain military events, arranging for alternate childcare, rest and recuperation, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. In addition, the Employer and the employee may agree that other events which arise out of the covered military member's active duty or call to active duty status qualify as an exigency, provided both agree to the timing and duration of the leave.

5. 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 or veteran to take up to twenty-six (26) workweeks of 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.

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

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

- B. 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.
- C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, personal holidays, compensatory time off, or shared leave.

- 14.2** The family medical leave entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins family medical leave. Each time an employee takes family medical leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) workweeks of available leave.
- 14.3** The Employer will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by family medical leave. The employee will be required to pay 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 as stated in article 14.4. 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 the Public Employees Benefit Board.
- 14.4** The Employer has the authority to designate absences that meet the criteria of the family medical leave. The use of any paid or unpaid leave (excluding leave for compensable work-related illness or injury and compensatory time) for a family medical leave qualifying event will run concurrently with, not in addition to, the use of the family medical leave for that event. An employee, who meets the eligibility requirements listed in Section 14.1, may request family medical leave run concurrently with absences due to work-related illness or injury covered by workers' compensation at any time during the absence. Employees will not be required to exhaust all paid leave prior to using any leave without pay for a compensable work-related injury or illness. An employee using paid leave during a family medical leave qualifying event must follow the notice and certification requirements relating to family medical leave usage in addition to any notice requirements relating to the paid leave.

**14.5 Parental and Pregnancy Disability Leave**

- A. Parental leave will be granted to the employee for the purpose of bonding with their natural newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by the family medical leave, during the first year after the child's birth or placement. Leave beyond the period covered by the family medical leave and pregnancy disability may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at the top internal step of the grievance procedure in Article 28.
- B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave, personal holiday, compensatory time, or leave without pay. Parental leave may be taken on an intermittent or reduced schedule basis in accordance with Subsection 14.5 A.
- C. Pregnancy disability leave will be granted for the period of time an employee is sick or temporarily disabled because of pregnancy and/or childbirth and will be in addition to any leave granted under the FMLA or Washington state family leave laws.

- 14.6** The Employer may require certification from the employee's, family member's, or covered service member's health care provider for the purpose of qualifying for family medical leave.
- 14.7** Personal medical leave, serious health condition leave, or serious injury or illness leave covered by family medical leave may be taken intermittently or on a reduced schedule basis when certified as medically necessary. Leave due to qualifying exigencies may also be taken on an intermittent basis.
- 14.8** Upon returning to work after the employee's own family medical leave-qualifying illness, the employee may be required to provide a fitness for duty certificate from a health care provider.
- 14.9** The employee will provide their supervisor and the Employer with not less than thirty (30) days' notice before the family medical leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.
- 14.10** An employee returning from family medical leave will have return rights in accordance with FMLA and WFLA.
- 14.11** Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint regarding FMLA with the U.S. Department of Labor or regarding the WFLA with the Washington Department of Labor and Industries.
- 14.12** Definitions used in this Article will be in accordance with the FMLA and WFLA.

## **ARTICLE 15 - WORK-RELATED INJURY OR ILLNESS**

### **15.1 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 18.1, of Article 18, Leave Without Pay, the Employer may separate an employee in accordance with Article 31, Reasonable Accommodation and Disability Separation.

## ARTICLE 16 - SUSPENDED OPERATIONS

- 16.1 The Employer will continue with its practices as listed in current CWU Policy “Suspended Operations.” In addition, CWU will approve compensation for lost time for delayed openings or early closings described in (1) (D) of that policy.

## ARTICLE 17 - MISCELLANEOUS PAID LEAVES

### 17.1 Bereavement Leave

- A. 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 as mother, father, stepmother, stepfather, sister, brother, mother-in-law, father-in-law, domestic partner’s mother, domestic partner’s father, spouse, domestic partner, grandparent, grandchild, son, daughter, stepchild, and a child in the custody of and residing in the home of an employee.
- B. Sick leave may be used for the death of a family member per Article 12.2A.8. In addition, the Employer may approve an employee’s request to use compensatory time, vacation leave, personal holiday or leave without pay for the purposes of bereavement and in accordance with this agreement.

### 17.2 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 them for their 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.

### 17.3 Interviews

- A. Positions with the Employer  
Paid leave will be granted for the purposes of taking an examination or interviewing for positions with the Employer. Employee-requested schedule changes may be granted in accordance with Article 7, Hours of Work, when taking an examination or interviewing.
- B. Positions with a Community College District, other State Higher Education Institutions or State Agencies  
With prior notice, paid leave of up to four (4) hours per fiscal year will be granted for travel, taking an examination and interviews with the community college

district, 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.

#### **17.4 Life-Giving Procedures**

Employees will be granted paid leave, not to exceed three (3) working days annually for the purpose of donating blood, platelets, and fluids without compensation, to a person or organization for medically necessary treatments. Employees will be able to use paid time off as needed for the purpose of donating organs, tissues, and other human body components 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.

#### **17.5 Personal Leave**

- A. An employee may choose two (2) workdays as personal leave days during each fiscal year of the Collective Bargaining Agreement (CBA) if the employee has been continuously employed by the Employer for more than four (4) months.
- B. The Employer 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 employer to continue its work efficiently and not incur overtime.
  - 3. For positions requiring backfill, the release from duty will not cause an increase in costs due to the need to provide coverage for the employee's absence.
- C. Personal leave may not be carried over from one fiscal year to the next.
- D. Personal leave is pro-rated for less than full-time employees.
- E. The pay for a full-time employee's personal leave day is for the number of hours the employee is scheduled to work on the date of absence.
- F. Upon request, an employee 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 18.13; 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.

**17.6** The Employer will not be responsible for per diem, travel expenses or overtime under this Article.

## **ARTICLE 18 - LEAVE WITHOUT PAY**

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

- A. Family and Medical Leave (Article 14);
- B. Compensable Work-Related Injury or Illness Leave (Article 15);
- C. Military leave;
- D. Cyclic employment;
- E. Volunteer firefighting leave;
- F. Military family leave; or
- G. Domestic violence leave.

**18.2** 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; or
- F. Union Activities (Article 37);
- G. Formal collective bargaining leave; or
- H. As otherwise provided for in this Agreement.

### **18.3 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 14, 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; or
- K. Domestic violence leave.

### **18.4 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.

### **18.5 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.



## **18.6 Educational Leave**

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

## **18.7 Child or Elder Care Emergencies**

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

## **18.8 Cyclic Employment Leave**

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

## **18.9 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.

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

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

## **18.11 Formal Collective Bargaining Leave**

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

## **18.12 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.

## **18.13 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.

#### **18.14 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.

- 18.15** 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 19 - UNIFORMS, TOOLS AND EQUIPMENT**

#### **19.1 Uniforms**

The Employer may require employees to wear uniforms. Where required, the Employer will determine and provide the uniform or an equivalent clothing allowance. The Employer will continue its current practices regarding the provision and maintenance of required uniforms and specialized clothing and footwear. ~~Law enforcement employees will be reimbursed for the purchase of footwear up to a maximum amount of \$325 for the life of the Collective Bargaining Agreement (CBA). The purchased footwear must conform to the specifications determined by the Chief of Police.~~

#### **19.2 Tools and Equipment**

As established by current practices, the Employer may determine and provide necessary tools, tool allowance, equipment and foul weather gear. The Employer 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.

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

#### **19.4 Personal Property Reimbursement**

Employees may seek reimbursement, in accordance with RCW 4.92.100, for personal property unavoidably damaged or stolen in the proper performance of their duties. Upon request, the Employer will provide the tort claim form to the employee. Employees will be granted work time to complete and submit the claim form.



## **19.5 — LEO**

~~Upon employment, police officers shall be furnished with the following:~~

~~2 pair trousers~~

~~2 long sleeve shirts~~

~~2 short sleeve shirts~~

~~1 jacket~~

~~1 jumpsuit~~

~~1 duty belt, handcuff case, radio holster, holster~~

~~1 adjustable suspenders~~

~~1 department approved firearm~~

~~1 pair handcuffs~~

~~1 flashlight~~

~~1 portable radio~~

~~1 Class A uniform (trousers, shirt, shoes, necktie)~~

~~1 ballistic vest Minimum Threat Level II A or III A, officer choice~~

~~All necessary badges, buttons, and patches~~

## **ARTICLE 20 - DRUG AND ALCOHOL FREE WORKPLACE**

**20.1** All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs. The Employer 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.

### **20.2 Possession of Alcohol and Illegal Drugs**

Employees may not use, possess, distribute or manufacture alcohol or controlled substances that are illegal under federal, state or local law while on duty or on the Employer's property or during Employer sponsored events, except when authorized by Employer policy. The possession or use of illegal drugs is strictly prohibited.

### **20.3 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.

### **20.4 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 Employer 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 Employer 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.

## **20.5 Reasonable Suspicion Testing – All Employees Performing Safety-Sensitive Functions**

- A. Reasonable suspicion testing for alcohol or controlled substances may be directed by the Employer for any employee performing safety-sensitive functions when there is reason to suspect that alcohol or controlled substance use may be adversely affecting the employee’s job performance or that the employee may present a danger to the physical safety of the employee or another.
- B. Specific objective grounds must be stated in writing that support the reasonable suspicion. Examples of specific objective grounds include but are not limited to:
  - 1. Physical symptoms consistent with controlled substance and/or alcohol use;
  - 2. Evidence or observation of controlled substance or alcohol use, possession, sale, or delivery; or
  - 3. The occurrence of an accident(s) where a trained manager, supervisor or lead worker suspects controlled substance/alcohol use may have been a factor.
- C. Referral  
Referral for testing will be made on the basis of specific objective grounds documented by a supervisor or manager who has attended the training on detecting the signs/symptoms of being affected by controlled substances/alcohol and verified by another trained supervisor or manager.

## **20.6 Post-Accident Testing – All Employees**

Post-accident drug and alcohol testing may be conducted by the Employer 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 20.5 C, above.

## **20.7 Testing**

Employees must submit to alcohol and/or controlled substance testing when required by the Employer, in accordance with Sections 20.4, 20.5 and 20.6, above. A refusal to test is considered the same as a positive test. When an employee is 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 Employer.

Testing will be conducted in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. An employee notified of a positive controlled substance or alcohol test result may request an independent test of their split sample at the employee's expense. If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test. An employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, up to and including dismissal, based on the incident that prompted the testing, including a violation of the drug and alcohol free work place rules.

## **20.8 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 Employer's Drug and Alcohol Free Workplace Program;
- B. The effects of drugs and alcohol in the workplace;
- C. Behavioral symptoms of being affected by controlled substances and/or alcohol;  
and
- D. Rehabilitation services available.

## **ARTICLE 21 - TRAVEL**

- 21.1** 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 Office of Financial Management and university policy.

## **ARTICLE 22 - COMMUTE TRIP REDUCTION AND PARKING**

- 22.1** 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 Employer.

22.2 The Employer and the Union recognize the value of compressed workweeks, flextime arrangements and telecommuting/telework (see RCW 70.94.547, and Executive Order 16-07).

22.3 Employees will continue to be eligible to park in designated 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. When the parking violation(s) has remained unpaid for sixty (60) days) after their final appeal process has been denied, and in lieu of taking collection action, the Employer may withhold from the employee’s wages the fees associated with the parking violation(s); provided that such withholdings will be lesser of the amount of the fees or fines owed or three (3%) percent of the employee’s disposable earnings in a pay period. During the term of this Agreement, the Employer will maintain an option for free parking during working hours, and will permit free parking in its lots between 4:30 p.m. and 7:30 a.m. Monday through Friday, and on weekends and holidays, unless otherwise posted.

22.4 The Employer’s parking rates for bargaining unit members will be as described below. During the term of this Agreement, the Employer will not increase the amount charged to bargaining unit employees for parking fees beyond the rates described below without first complying with its bargaining obligations under Article 34.

					FY 2019/1/1 8/1/2021 6/30/2022	FY 2020/1/2019 Y 2023 7/1/2022	FY2 021 7/1/ 202 0			
					Staff/ Faculty			-	-	-
Calendar					\$ <del>214</del> 260	\$ <del>247</del> 286		-	-	-
-	\$260	Quarter				\$ <del>102</del> 124		\$ <del>11</del> 8	-	-
-	\$124	Summer				\$ <del>86</del> 104		\$ <del>99</del> 115	-	-
-	\$104									
					Motorcycle			-	-	-
Calendar					\$ <del>80</del> 97	\$ <del>92</del> 107		-	-	-

-	\$97	Quarter					\$27-33		\$31-36	-	-
-	\$33										
					Weekly					-	-
5 Days					\$20-24		\$23-26			-	-
-	\$24						Aqua/Wellness			-	-
Quarter					\$20-24		\$23-26			-	-
-	\$24						Daily			-	-
Daily					\$5-6		\$6-7		\$6	-	-

~~22.5 In the event another group of employees of the Employer, 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.~~

**22.6 Qualified Pre-Tax Transportation Benefits Plan**

The Employer agrees to maintain the current qualified pre-tax transportation benefits plan that allows eligible employees to pay for qualified parking and/or public transit on a pre-tax basis to the extent permitted by federal law or regulation.



## **ARTICLE 23 - LICENSURE AND CERTIFICATION**

- 23.1** If the Employer requires an employee to obtain a license or certification after hire, or maintain a license or certification as a requirement of the employee's positions, the Employer will pay the cost of obtaining and/or maintaining that license or certification. For commercial driver's licenses required by law, the Employer will pay for the employee's legally required physical examination every two years. In order for the Employer to cover the cost of the legally required physical examination the employee will give the Employer one (1) week prior notice of the physical examination to facilitate payment. The employee will be financially responsible for any follow up examinations based on the initial visit. At its election, the Employer may pay the costs for employees to obtain and/or maintain a license or certification where that licensure/certification is requested by the employee and fills a business purpose for the Employer.
- 23.2** Employees will notify their appointing authority or designee if their work-related license and/or certification has expired, or has been restricted, revoked or suspended within twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to their next scheduled shift, whichever occurs first.

## **ARTICLE 24 - VOLUNTEERS AND STUDENT WORKERS**

- 24.1** 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 25 - RESIGNATION AND ABANDONMENT**

### **25.1 Voluntary Resignation**

An employee may request that their submitted resignation be withdrawn any time prior to the effective date.

### **25.2 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 days, the employee is presumed to have resigned from their position. The Employer will make reasonable attempts to contact the employee to determine the cause of the absence. Such reasonable attempts will include calling the employee at their contact phone number and any emergency contacts on file with the Employer.

### **25.3 Notice of Separation**

When an employee's resignation is presumed in accordance with Section 25.2 above, the Employer will separate the employee by sending a separation notice to the employee by

certified mail to the last known address of the employee. Such notice will include information regarding eligibility for continuation of medical benefits.

#### **25.4 Petition for Reinstatement**

An employee who has received a separation notice in accordance with Section 25.3, 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.

#### **25.5 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 26 - PRIVACY AND OFF-DUTY CONDUCT**

**26.1** 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.

**26.2** The off-duty activities of an employee may be grounds for disciplinary action if said activities are a conflict of interest as set forth in RCW 42.52, are detrimental to the employee's work performance or the program of the Employer, 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 Human Resources or the appointing authority within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

### **ARTICLE 27 - DISCIPLINE**

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

**27.2** Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such.

**27.3** When disciplining an employee, the Employer will make a reasonable effort to protect the privacy of the employee.

**27.4** The Employer has the authority to conduct investigations.

#### **27.5**

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.
- 27.6** An employee 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.
- 27.7** Prior to imposing discipline, except oral or written reprimands, the Employer will inform the employee 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.
- 27.8** 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.
- 27.9** The Employer will normally provide an employee with seven (7) calendar days' written notice prior to the effective date of a discharge. If the Employer fails to provide seven (7) calendar days' notice, the discharge will stand and the employee will be entitled to payment of salary for time the employee would otherwise have been scheduled to work had seven (7) calendar days' notice been given.

However, the Employer may discharge an employee immediately without pay in lieu of the seven (7) calendar days' notice period if, in the Employer's determination, the continued employment of the employee during the notice period would jeopardize the good of the Employer. The Employer will provide the reasons immediate action is necessary in the written notice.

- 27.10** The Employer will provide the Union with a copy of any disciplinary letters.
- 27.11** The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article 28. Oral reprimands, however, may be processed only through the top internal step of the grievance procedure and cannot be arbitrated.

## ARTICLE 28 - GRIEVANCE PROCEDURE

**28.1** 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.

### **28.2 Terms and Requirements**

A. Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement. Disciplinary action may be grieved, subject to the provisions of Section 27.11, Article 27, 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 37, Union Activities.

K. Group Grievances

No more than five (5) grievants with no more than three (3) grievants from a work unit will be permitted to attend grievance meetings.

L. Consolidation

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

M. Bypass

Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

N. Discipline

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

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

### **28.3 Filing and Processing**

- A. Filing  
A grievance must be filed within twenty-one (21) 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-one (21) 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: Appointing Authority or Designee**

If the issue is not resolved informally, the Union may file a written grievance to the appointing authority or designee, with a copy to Human Resources, within the twenty-one (21) day period described in 28.3A. The appointing authority 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: Chief Human Resources Officer 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 Chief Human Resources Officer will designate who will hear the grievance at Step 2. The designee 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**

If the grievance is not resolved at the final internal step, the Union will file a request for mediation with the Public Employment Relations Commission (PERC) in accordance with WAC 391-55-020, with a copy to Human Resources within thirty (30) days of receipt of the final internal step decision. In addition to all other filing requirements, the request must include a copy of the grievance and all previous responses.

### **Step 4: Arbitration**

If the grievance is not resolved at mediation, 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 receiving the mediator's written declaration of impasse. The filing will request a list of seven (7) arbitrators from Washington and/or Oregon. Simultaneous with filing, copies of the demand for arbitration will be provided to Human Resources.

#### **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 their 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 expenses of the arbitrator.

#### **28.4 Successor Clause**

Grievances filed during the term of the 2019-2021 Agreement will be processed to completion in accordance with the provisions of the 2019-2021 Agreement.



## **ARTICLE 29 - LEGAL DEFENSE**

- 29.1** 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 Employer according to RCW 4.92.

## **ARTICLE 30 - EMPLOYEE FILES**

- 30.1** The Employer 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.
- 30.2** 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 on work time with supervisor approval. 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.
- 30.3** 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 the files that they consider objectionable.
- 30.4** 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.
- 30.5** 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.
- 30.6** Employees will be provided a copy of all adverse material at the time the materials are included in the personnel file.
- 30.7** 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 Employer.

**30.8** Anonymous material, not otherwise substantiated, will not be placed in an employee file. No material will be entered into the personnel file more than one (1) year after its creation.

**30.9** The Employer will ensure the security and confidentiality of employee files.

**30.10** Medical files will be kept separate and confidential in accordance with state and federal law.

**30.11** Supervisory files will be purged of the previous year's job performance information following completion of the annual performance evaluation, unless circumstances warrant otherwise. Items not purged following completion of the annual evaluation will be identified and communicated to the employee.

**30.12 Removal of Documents**

A. Written reprimands will be removed from an employee's personnel file after three (3) years if:

1. There has been no subsequent discipline; and
2. 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 five (5) 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.

D. Once a discipline issue has been removed from the personnel file as outline above or through a settlement agreement, the information removed will not be used in subsequent disciplinary actions.

## ARTICLE 31 - REASONABLE ACCOMMODATION

- 31.1** The Employer and the Union will comply with all relevant federal and state laws, and regulations 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.
- 31.2** An employee who believes that they suffer from a disability and requires a reasonable accommodation to perform the essential functions of their position may request such an accommodation by submitting a request to the Employer.
- 31.3** 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.
- 31.4** The Employer and the employee will use an interactive process to determine whether an employee is eligible for a reasonable accommodation and the accommodation to be provided.
- 31.5** 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 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 a 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.
- 31.6** When the Employer has medical documentation of the employee's disability and has determined that the employee cannot be reasonably accommodated in any available position for which they ~~qualifies~~[qualify](#), or the employee requests separation due to disability, the Employer may immediately separate the employee.
- 31.7** 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.

**31.8** A disability separation is not a disciplinary action. Disability separation at the employee's request is not subject to the grievance procedure in Article 28.

## **ARTICLE 32 - LAYOFF AND RECALL**

**32.1** The Employer 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 separation from service, employment in a class with a lower salary range maximum, reduction in the work year, or reduction in the number of work hours.

When it is determined that layoffs, other than a temporary layoff, will occur within a layoff unit, the Employer will provide the Union, the Chief Shop Steward and the local WFSE Staff Representative with:

- A. As much advance notice as possible, but not less than thirty (30) calendar days' notice;
- B. Opportunity to meet with affected employees prior to the implementation of the layoff; and
- C. An invitation to meet under the provisions of Article 35, Union-Management Communication Committee, of this Agreement.

The Employer will explore options including reduction of hourly employees.

### **32.2 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. 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.

### **32.3 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 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.

### **32.4 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.

### **32.5 Temporary Layoff – Employer Option**

- A. The Employer may temporarily reduce the work hours of an employee to no less than twenty (20) hours 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.
- B. The Employer may temporarily layoff an employee for up to ninety (90) calendar days 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. 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.

- D. A temporary reduction of work hours or a temporary layoff will not affect an employee's periodic increment date or seniority date and the employee will accrue vacation and sick leave credit at their normal rate.

### **32.6 Layoff Units**

- A. A layoff unit is defined as the entity or administrative/organizational unit within the Employer used for determining the available options for employees who are being laid off.
- B. The layoff unit(s) for Central Washington University are:
  - 1. Grant, Contractual and Project employment.
  - 2. All other non-supervisory WFSE classified.

NOTE: Positions with multiple funding sources will be placed in the "all other" layoff unit.

### **32.7 Skills and Abilities**

Skills 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. Skills and abilities for any option(s) in 32.8 and 32.9 must have been identified at least thirty (30) calendar days prior to the layoff.

### **32.8 Options within the Layoff Unit**

- A. Employees will be laid off in accordance with seniority, as defined in Article 36, 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 position for which the employee has the skills and abilities, within their current job classification.
  - 2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within their current job classification.
  - 3. A funded vacant position for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status.

4. A funded filled position 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 classification in which the employee has held permanent status.
- B. The option will be determined, as specified above, in descending order of salary range and one (1) progressively lower level at a time.
- C. If a job classification in which an employee has 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 staying in the reduced position.

### **32.9 Institution-wide Options**

In addition to the option offered in Section 32.8, above, employees being laid off will be offered up to three (3) comparable funded vacant positions within the Employer in the layoff units listed, provided they meet the skills and abilities required of the position(s) and the positions offered are at the same or lower salary range as the position from which the employee is currently being laid off. If there are no comparable vacant positions, the Employer will offer less than comparable funded vacant positions. The Employer will determine if the employee possesses the required skills and abilities for the position. Provided the employee meets the skills and abilities required for the position and is at the same or lower salary range as the position from which the employee is currently being laid off, the Employer may offer employees being laid off a funded vacant position within the Employer that is outside positions covered by the master agreement. The Employer may require updated information from the employee regarding their current skills and abilities.

### **32.10 Notification to Permanent Employees**

- A. Except for temporary reduction in work hours and temporary layoffs as provided in Section 32.5, permanent employees will receive written notice at least twenty (20) 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 32.5, if the Employer chooses to implement a layoff action without providing twenty (20) 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 will be provided up to five (5) calendar days to accept or decline, in writing, any option provided to them. This time period will run concurrent with the twenty (20) calendar days' notice provided by the Employer to the employee.
- D. 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.

### 32.11 Salary

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

- A. Current Salary Level  
An employee who accepts another position with 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 which 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.

### **32.12 Transition Review Period**

- A. The Employer will require an employee to complete a six (6) month transition review period when the employee accepts a layoff option to a job classification in which they ~~has~~ have not held permanent status or has been appointed from a layoff list. The Employer may extend the transition review period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months. If the Employer extends an individual's transition review period, it must provide to the employee, in writing, the reasons for the extension.
- 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 28, up to the top internal step.

### **32.13 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. 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, 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 or until they resign or retire from employment with the Employer.
- B. When a vacancy occurs within the Employer 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.
- C. An employee who is offered a comparable position and refuses the offer will have their name removed from the appropriate layoff list after three (3) refusals. In addition, an employee will have their name removed from all layoff lists upon retirement, resignation or dismissal from the Employer.

### **32.14 Project Employment**

- A. Permanent project employees have layoff rights. Options will be determined using the procedure outlined in Sections 32.8 and 32.9, above.
- B. Permanent employees who left regular classified positions to accept project employment without a break in service have layoff rights to the permanent job classification in which they held permanent classified status immediately prior to accepting project employment.

## **ARTICLE 33 - MANAGEMENT RIGHTS**

**33.1** 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.
- 33.2** 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 34 - MANDATORY SUBJECTS**

- 34.1** The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Executive Director [and the Labor Advocate](#) of the Union, with ~~a copy to~~ [copies to MandatoryNotice@wfse.org](mailto:MandatoryNotice@wfse.org) and the Chief Union Steward, of these changes.

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 Employer's Chief Human Resources Officer or designee of any demands to bargain. The Union's request for bargaining will include known identified impacts for bargaining. If the Union requests additional information, they will do so per Article 37.12. 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 Employer has provided written notice to the Union. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union without delay.

- 34.2** The parties will agree to the location and time for the discussions and/or negotiations and will attempt to schedule the negotiations as soon as possible. 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.

**34.3 Release Time**

- A. The Employer will approve paid release time for up to three (3) employee representatives from different shops who are scheduled to work during the time

negotiations are being conducted. 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 Employer.

- 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 Employer for business purposes.

## **ARTICLE 35 - UNION-MANAGEMENT COMMUNICATION COMMITTEE**

### **35.1 Purpose**

The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, a Union-Management Communication Committee is 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.

### **35.2 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 if their absences do not cause a disruption of work.

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. If the parties agree to a resolution to a problem, the parties are authorized, but not required, to document that mutual understanding. The committee's activities and discussions will not be subject to the grievance procedure in Article 28.

## **ARTICLE 36 - SENIORITY**

### **36.1 Definition**

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

Leave without pay of eighty (80) hours or less in the calendar month will not affect an employee's seniority. When an employee is on leave without pay for more than eighty (80) hours in a calendar month the employee's seniority date will be moved forward in an amount equal to the duration of leave without pay except when the leave without pay is taken for:

  1. Cyclic employment leave;
  2. Military leave or United States Public Health Service;
  3. Compensable work-related injury or illness;

4. Reducing the effects of layoff;
  5. Governmental service leave and leave to enter the Peace Corps, not to exceed two (2) years and three (3) months;
  6. Temporary employment with the Union in accordance with Article 37.9 and 37.11; and/or
  7. Formal contract negotiations in accordance with RCW 41.80.
- C. Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with Section 32.5 of Article 32, 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 two (2) 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 or to their unmarried widows or widowers, as provided for in RCW 41.06.133 (13).
  - F. For employees who are separated due to disability and are reemployed within two (2) years, in accordance with Article 31, 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.
  - G. The hours thresholds in sub-section (B) above will be pro-rated for part-time employees.
  - H. Regardless of sub-section (B) above, when an employee is on unauthorized leave or suspended, the employee's seniority date will be moved forward in an amount equal to the duration of the unauthorized leave or suspension.

## 36.2 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; for positions impacted by the implementation of the IT Professional Structure on July 1, 2019, total continuous time spent in previously abolished IT Classification will be counted if the position number was the same on June 30, 2019 and July 1, 2019.

- B. Longest continuous time with the institution; and
- C. By lot.

### **36.3 Seniority List**

The Employer will prepare and post a seniority list in each department no later than June 30<sup>th</sup>. The list will be updated annually by that date and will contain each employee's name, job classification seniority date, and the right to appeals process. Employees will have fourteen (14) calendar days in which to appeal their seniority date to Human Resources, after which time the date will be presumed correct. A copy of the seniority list will be provided to the Executive Director of the Union at the time of posting.

### **36.4 Application**

This Article will apply prospectively.

## **ARTICLE 37 - UNION ACTIVITIES**

### **37.1 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.

### **37.2 Staff Representatives**

- A. The Union will provide the Employer with a written list of staff representatives responsible for representation at the university. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.
- B. Prior to their arrival, Union representatives will notify Labor Relations staff, and will have access to non-secure University spaces, offices or facilities to carry out representational activities; provided those activities do not interrupt the normal operations of the Employer. Meetings between staff representatives and employees for representational activities will occur in non-work areas during the employee's meal periods, rest periods, or before or after the employee's shift.
- C. The Employer's written Board of Trustee or administrative policies pertaining to employees represented by the Union will be made available to staff representatives.

### 37.3 Union Stewards

#### A. Steward List

The Union will provide the Employer with a written list of each current union steward and their university jurisdiction within 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 if their name does not appear on the list.

#### B. Paid Release Time

Union stewards will be granted a reasonable amount of time during their normal working hours to investigate and process grievances in accordance with Article 28, Grievance Procedure. In addition, union stewards will be released during their normal working hours to prepare for and attend meetings within the steward's bargaining unit and Employer for the following representational activities:

1. Management scheduled investigatory interviews and pre-disciplinary meetings, in accordance with Article 27, Discipline;
2. Management scheduled new employee orientation, in accordance with Article 9, Training and Employee Development;
3. Pre-meetings and Union-Management Communication Committees in accordance with Article 35, Union-Management Communication Committee; and
4. Informal grievance resolution meetings, grievance meetings, mediation sessions, alternative dispute resolution meetings and arbitration hearings in accordance with Article 28, Grievance Procedure, and held during their work time.

#### C. Notification

The union steward will obtain approval from their supervisor before attending any meeting or hearing during their work hours. All requests must include the approximate amount of time the steward expects the activity to take. Any Employer business requiring the union steward's immediate attention will be completed prior to attending the meeting or hearing. Union stewards will suffer no loss in pay for attending management scheduled meetings and hearings that are scheduled during the union steward's work time. Attendance at meetings or hearings during the union steward's non-work hours will not be considered as time worked. Union stewards cannot use state vehicles to travel to and from a work site in order to perform representational activities unless authorized by the Employer.

If the amount of time a union steward spends performing representational activities is affecting their ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified.



## **37.4 Employees**

### **A. Paid Release Time**

Employees will be provided a reasonable amount of 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 meetings, grievance meetings, alternative dispute resolution meetings, mediation sessions and arbitration hearings, in accordance with Article 28, Grievance Procedure, and held during their work time;
2. Management scheduled investigatory interviews and/or pre-disciplinary meetings, in accordance with Article 27, Discipline, and;
3. Negotiations in accordance with Article 34, Mandatory Subjects.

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

### **B. 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 Employer 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 Employer.

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

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

### **A. 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.

B. 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 Employer, the call is brief in duration and it does not disrupt or distract from the Employer's business.

C. 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 internal union business. However, employees may use state-owned e-mail to request and arrange union representation. In addition, shop stewards may use state owned/operated equipment to communicate with the Union, other employees and/or the Employer for the exclusive purpose of administration of this Agreement. Such use will:

1. Result in little or no cost to the Employer;
2. Be brief in duration and frequency;
3. Not interfere with the performance of their official duties;
4. Not distract from the conduct of state business;
5. Not disrupt other state employees and not obligate other employees to make a personal use of state resources; and
6. Not compromise the security or integrity of state information or software.

D. 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.

### **37.6 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 at each university. 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 37.7 below.

### **37.7 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 Human Resources Manager. 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.

### **37.8 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 Employer 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. 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.

### **37.9 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 Employer as determined by management. The parties may agree to an extension of leave without pay up to an additional six (6) months. The returning employee will be employed in a position in the same job classification and the same geographical area, as determined by the Employer.

### **37.10 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.

### **37.11 WFSE Council President and Vice-President (if employed by the Employer)**

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 20th of each month for the previous month.

B. Leave Balances

The President and Vice-President will accrue vacation and sick leave during the period of absence; however, when the President and Vice President return to state service 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. 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.

### 37.12 Information Requests

The Employer agrees to provide the Union, upon written request and within a reasonable time, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this collective bargaining agreement at no cost to the Union.

## ARTICLE 38 - DUES DEDUCTION AND STATUS REPORTS

### 38.1 Union Dues

- A. Upon receipt of ~~the employee's written authorization~~ written notice from the Union that an employee has authorized deduction of 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 Human Resources of the percentage and maximum dues to be deducted from the employee's salary.

### 38.2 Notification to Employees

The Employer will inform, in writing, new, transferred, temporary, promoted, or demoted employees 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.

### 38.3 Deduction Authorization

The Employer agrees to deduct an amount equal to the membership dues from the salary of employees who ~~request~~ authorize such deduction ~~in writing~~ within thirty (30) days of the receipt of ~~a properly completed request submitted to the payroll office. Such request will be made on a Union payroll deduction authorization card~~ 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.

### 38.4 Revocation

An employee may revoke their authorization for payroll deduction of payments to the Union by written notice ~~to the Employer and~~ the Union in accordance with the terms and conditions of their signed membership card. Every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll, after receipt 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.

### **38.5 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 remit any deductions made pursuant to this provision to the Union together with an electronic report showing:
  - 1. Employee name;
  - 2. Unique employee system identification number; and
  - 3. Amount deducted
- B. The parties agree this Section satisfies the Employer's obligations and provides for the deduction authorized under section 1 (6) of RCW 41.04.230.
- C. Employer-offered Health or Insurance Supplementals.

### **38.6 Employee Status Reports**

Each pay period, the Employer will provide the Union a list of all employees in the bargaining units with a copy sent to a designated representative of the local. The electronic list will be sent to WFSE headquarters. The reports will contain:

- A. Employee identification number;
- B. Name;
- C. Home mailing address;
- D. Work telephone number;
- E. Work county;
- F. Department;
- G. University mail-stop;
- H. Division;
- I. Employment status (regular or cyclic);
- J. FTE percentage;
- K. Cyclic Designation;
- L. Classification code and title;
- M. Notice of shift premium (yes or no);
- N. Union base salary (total salary from which union dues/fees are calculated);
- O. Range and step;
- P. Original hire date (first hire date with CWU);
- Q. Current hire date (most current hire date – only with CWU);
- R. Separation date;

- S. Dues or fee rate;
- T. Dues or fee deduction amount;
- U. Bargaining unit code;
- V. Leave without pay status; ~~and~~
- W. Any voluntary PEOPLE deduction-;
- X. Permanent or non-permanent indicator; and
- Y. Overtime eligibility or exempt status.

The Union will maintain the confidentiality of all employees' permanent, home and/or mailing addresses. The Union will indemnify the Employer for any violations of employee privacy committed by the Union under this section.

### **38.7 Indemnification**

The Union agrees to indemnify and hold the Employer 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 39 - Classification**

### **39.1 Classification Plan Revisions**

- A. The Employer will provide to the Executive Director of 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 34, 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 Executive Director of the Union when a position is being reallocated to a job classification that is excluded from a bargaining unit covered by this Agreement.
- C. The Employer will maintain a position description for each position. As determined by the Employer, the position description will list the primary duties and responsibilities assigned to the position, skills and abilities, essential functions, and other job-related information. Upon request, the position description will be made available to the employee or to the Union.

### **39.2 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 Human Resources. Within five (5) days of receipt, Human Resources will notify the employee of the date the completed position review request form was received in their office. Human Resources will review the completed form and notify the employee of the decision regarding the appropriate classification within sixty (60) calendar days of the date the position review request was received in Human Resources.
3. In the event the employee disagrees with the reallocation decision of the Employer, they may appeal the decision to the Office of the State Human Resources Director (OSHRD), in writing and with a copy to Human Resources, within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The OSHRD 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 OSHRD to the Washington Personnel Resources Board, within thirty (30) calendar days of being provided the written decision of the OSHRD. 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 Human Resources.
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 28 of this Agreement.
7. Positions will not be reallocated during the incumbent's probationary period.
8. Temporary duty assignments in accordance with Article 40.7 are excluded from this process.

### **39.3 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. The Employer may choose to promote the employee without competition as long as the employee possesses the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article 32 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 32 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 32 of this Agreement applies.

### **39.4 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%) higher than the amount of the pre-promotional step, or to the entry step of the new range, whichever is higher. The appointing authority may approve an increase beyond this minimum requirement for recruitment, retention, or other business needs. Such an increase may not result in a salary greater than the range maximum.

- 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 40 - COMPENSATION

### 40.1 General Service Pay Range Assignments

Except as provided in Section 40.3 and Section 40.4 below:

- A. Effective July 1, ~~2019~~2021, each classification within the jurisdiction of WFSE and employee(s) represented by WFSE will continue to be assigned to the same salary range and step of the General Service Salary Schedule that they ~~was~~were assigned on June 30, ~~2019~~2021.
- B. Effective July 1, ~~2019~~2021, the General Service Salary Schedule for Represented Employees effective ~~July 1, 2019 through on~~ June 30, 2021 will remain in effect until June 30, ~~2021~~2023, as shown in Appendix A.
- ~~C. All employees who have been at step L of the General Service Salary Schedule for six (6) consecutive years will progress to step M. If the legislature or OFM amends the requirement for six years longevity then CWU will adopt the new ruling.~~
- ~~D~~C. 1) CWU will abide by the Office of Human Resources (OSHR) classification plan and adhere to the appropriate Washington Administrative Code (WAC) Title 357 promulgated by OSHR on Classification and any University procedures developed to comply with the Classification WAC.  
2) CWU agrees to abide by the salary range assigned to each classification as established by OSHR.

### 40.2 Re-Opener

In the event this Agreement is not approved following the process described in RCW 41.80.010, CWU and WFSE will re-open the contract.

### 40.3 Base Wages Increase

~~Effective July 1, 2019, all salary ranges for classified employees covered by this Agreement will be increased by three percent (3%).~~

~~B. Effective July 1, 2020, all salary ranges for classified employees covered by this Agreement will be increased by two percent (2%).~~

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

~~In the event the classifications on the Washington State General Service Salary Schedule receive general compensation increase at a higher percentage than that described above, WFSE-represented employees at Central Washington University will receive the percentage general compensation increase applied to the Washington State General Service Salary Schedule.~~

Base Wage increases will be suspended for the term of this Agreement; provided that, should classified general state government employees represented by WFSE, and/or non-uniformed classified employees of the University represented by another union, receive general compensation increases at a higher percentage than those included in this Agreement, employees covered by this Agreement will receive the same percentage general increases.

#### **40.4 State Salary Range Changes / Pay Range Assignments and Adjustments ~~“IT”~~ Range Pay Assignments and other Targeted Job Classifications.**

- ~~1. Effective July 1, 2019, the University will implement a new “IT” Pay Range as established by the State, and will adjust the placement of University positions according to the new “IT” classification assignments.~~
2. Effective July 1, 2019, classification Classification salary range adjustments agreed to at the general government state table and funded by the Legislature, including any range adjustments made by the State as a result of the 2018 Salary Survey, will be implemented by the University.

#### **40.5 ~~One Time Payment~~**

~~WFSE represented permanent employees, employed at time of the 2019-2021 contract ratification by WFSE membership, who are active employees on July 1, 2019, will receive a Signing Payment of \$200 per employee. This payment will be included in employees’ regular paycheck distributed on or near July 25, 2019.~~

#### **40.6 ~~Recruitment or Retention Adjustment for Campus Police~~**

~~Effective July 1, 2019, Campus Police Officers will be placed at Salary Range 62. Officers will be placed in the step of Salary Range 62 that most closely provides a monthly salary of at least one thousand (\$1000.00) dollars more than the amount of their base wage as of June 30, 2019, increased by the amount of the cost of living increases applied to all salary ranges (see Section 40.3.A.). Any rounding required by this calculation will move the officer to the next higher step in the new range.~~

#### **40.7 40.5 Pay for Performing the Duties of a Higher Classification**

Employees who are temporarily assigned the full scope of duties and responsibilities for more than fifteen (15) calendar days of a higher-level classification will be notified in writing 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 the pre-promotional step. The Employer may grant a higher salary increase as provided in Subsection 40.6 C. The increase will become effective on the first day the employee was performing the higher-level duties.

#### **40.8 40.6 Establishing Salaries for New Employees and New Classifications**

The Employer will assign newly hired employees to the appropriate range and step of the appropriate General Service Salary Schedules as described in the appendices. Upon request of the Union, the Employer will bargain the effects of a change to an existing class or newly proposed classification.

#### **40.9 40.7 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.
- 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 Subsections A and B, above.
- D. The effective date of the periodic increase will be the first day of the month it is due.
- E. ~~E.~~ Employees hired before July 1, 2015 will retain their periodic increment date as of June 30, 2015.
- F. [40.10 Employees who have been at Step L of the General Salary Schedule for six \(6\) consecutive years will progress to Step M in accord with the provisions of the WAC governing such movement for classified employees.](#)

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

#### **40.11**[40.9](#) **Salary Adjustments**

The Employer may increase an employee's step within the 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.

#### **40.12**[40.10](#) **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.

#### **40.13**[40.11](#) **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.

#### **40.14**[40.12](#) **Reassignment**

Reassignment is defined as an employer-initiated move of an 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.

#### **40.15**[40.13](#) **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, as adjusted for a periodic increase or base salary increase for which the employee is eligible.

#### **40.16**[40.14](#) **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 43.5, above.

#### **40.17**[40.15](#) **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.

~~40.18~~40.16 **Callback**

- A. When an overtime-eligible employee has left the university grounds and is called to return to the work station outside of 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 with supervisor's approval these hours may be converted into compensatory time. Time worked will be in accordance with Article 7, Hours of Work, and Article 8, Overtime.
- B. Time worked by an overtime-eligible employee immediately preceding the regular shift does not constitute callback, provided time worked does not exceed two (2) hours or notice of at least eight (8) hours has been given.
- C. Employees accepting callback in the immediate Ellensburg area must be on site within thirty (30) minutes of receiving the initial call. Employees outside of the immediate Ellensburg area are still eligible for callback. The Employer will call through the callback list at least one time.
- D. An employee who is receiving standby pay is not entitled to callback penalty pay if required to return to work after departing the worksite or is directed to report to duty prior to the starting time of their next scheduled work shift.

~~40.19~~40.17 **Shift Premium**

- A. Employees will be paid a shift premium of one dollar twenty-five cents (\$1.25) per hour in addition to their base salary rate for all hours worked during evening or night shifts. Evening and night shifts are defined as a work shift in which the majority of time is worked on a daily basis between 6:00 p.m. and 6:00 a.m.; ~~provided that Campus Police Officers are not eligible for shift premium.~~
- B. An employee assigned to a shift that qualifies for shift premium pay will receive the same shift premium for authorized periods of any paid leave or holidays.
- C. When an employee is compensated for working overtime during hours for which shift premium is authorized, the overtime rate will be calculated including the shift premium pay for evening or night hours.

~~40.20~~40.18 **Standby**

- A. An overtime-eligible employee is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:
  - 1. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the employee's home or other specific location, but not a work site away from home.

2. The Employer requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.
- B. Standby status will not be concurrent with work time.
  - C. Employees on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status.

#### ~~40.21~~40.19 **Relocation Compensation**

- A. The Employer may authorize lump sum relocation compensation, within existing budgetary resources, under the following conditions:
  1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment; or
  2. It is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.
- B. If the employee receiving the relocation payment terminates or causes termination of their employment with the State within one (1) year of the date of employment, the State will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due the employee. Termination as a result of layoff or disability separation will not require the employee to repay the relocation compensation.

#### ~~40.22~~40.20 **Salary Overpayment Recovery**

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



The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made. The employee and the Employer may agree to make other repayment arrangements. The payroll deduction to repay the overpayment will not exceed five percent (5%) of the employee's disposable earnings in a pay period. However, the Employer and employee can agree to an amount that is more than the five percent (5%). If the employee fails to choose one (1) of the three (3) options described above within the timeframe specified in the Employer's written notice of overpayment, the Employer will deduct the overpayment owed from the employee's wages over a period of time equal to the number of pay periods during which the overpayment was made. Any overpayment amount still outstanding at separation of employment will be deducted from the earnings of the final pay period.

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 28 of this Agreement.

~~40.22~~40.21 **Special Pay Salary Ranges**

- A. The Office of the State Human Resources Director may adopt special pay salary ranges for positions based upon pay practices found in private industry or other governmental units. Current special pay practices at the Employer will continue.
- B. Special Pay. The University may designate a position for special pay in the following circumstances:
1. When a unique configuration of work requires skills, duties, or working conditions beyond those typically required of comparable positions;
  2. To alleviate employment problems such as recruitment and/or retention;
  3. When failure to grant special pay could result in retention problems and seriously jeopardize University operations; and
  4. To prevent salary inversion or compression problems with other classes in the same or related series which have been granted special pay.

~~40.23~~40.22 **Assignment Pay**

Assignment pay 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 Employer may grant assignment pay to a position to recognize specialized skills, assigned duties, and/or unique circumstances that exceed the ordinary. The Employer determines which positions qualify for the premium. The Employer will give the Union notice in accordance with Article 34, Mandatory Subjects.

**~~40.24~~40.23 Multilingual/Sign Language/Braille Premium Pay**

Whenever a classified position has a bona fide requirement for regular use of competent skills in more than one language, and/or sign language (AMESLAN), and/or Braille, the Employer will authorize premium pay of two (2) steps above the level normally assigned for that position, except for those instances where the position is allocated to a class that specifies these skills.

**~~40.25~~40.24 Dependent Care Salary Reduction Plan**

The Employer 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.

~~40.26~~40.25 **Pretax Health Care Premiums**

The Employer 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.

~~40.27~~40.26 **Medical/Dental Expense Account**

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

~~40.28~~40.27 **Voluntary Separation Incentives – Voluntary Retirement Incentives**

The Employer 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 ~~2019-2021~~2021-2023 operating budget. Such participation must be in accordance with the program guidelines adopted by the Office of the State Human Resources Director 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.

~~40.29~~40.28 **Electronic Fund Transfer**

~~Effective July 1, 2019, all~~All employees will receive their pay and any reimbursements via electronic fund transfer (payroll direct deposit).

~~40.30~~40.29 **Minimum Wage**

- A. To reflect the University's desire to ensure living wages for its employees, represented permanent employees in salary ranges with steps below fifteen (\$15.00) dollars per hour will be placed at no less than the step nearest fifteen (\$15.00) dollars per hour, not to exceed Step L. Probationary employees will be placed two (2) steps below the salary closest to fifteen (15.00) dollars per hour, not to exceed Step J.
- 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 collective bargaining 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.

~~40.31~~ 40.30 **Regional Compensation**

In the event the State implements regional compensation for employees whose primary reporting location is in Kittitas County, or another county in which the University has employee primary reporting locations, to compensate for local cost-of-living factors, the University will provide regional pay to its employees on the same basis and in the same amount provided by the State.

**ARTICLE 41 - HEALTH CARE BENEFITS AMOUNTS**

- 41.1 See Health Benefits Agreement by and between the State of Washington and the Coalition of Unions.

<http://www.hca.wa.gov>

<http://www.wfse.org>

<http://ofm.wa.gov>

**ARTICLE 42 - CHILDCARE CENTERS**

- 42.1 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.
- 42.2 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 43 - EMPLOYEE LOUNGE FACILITIES**

- 43.1 The Employer will provide employee lounge facilities apart from work areas. The lounge facilities will be maintained in a clean and safe manner.
- 43.2 Adequate lunchrooms, breakrooms, washrooms and toilet facilities will be provided and available for use by employees. The facilities will not normally be used for any other purpose.
- 43.3 Upon request, the Employer will endeavor to provide storage for personal items.

**ARTICLE 44 - STRIKES**

- 44.1 Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform their official duties.

## **ARTICLE 45 - CONTRACTING**

- 45.1** The Employer will determine which services will be subject to competitive contracting in accordance with RCW 41.06.142, Department of Enterprise Services WAC 200-320, and Office of the State Human Resources Director WAC 357-43. Nothing in this Agreement will constitute a waiver of the Union's right to negotiate a mandatory subject in association with Employer's right to engage in competitive contracting.
- 45.2** When the Employer notifies the Union of its intent to contract out bargaining unit work, the University will provide the Union with, but not limited to, the following information:
- A. A written description of the type of work to be contracted out;
  - B. The estimated costs associated with the work involved; and
  - C. Identification of any time-sensitivity or special urgency related to the work involved.
- 45.3** Employees covered by this Agreement will not be held responsible for work done by contract employees.

## **ARTICLE 46 - ENTIRE AGREEMENT**

- 46.1** 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.
- 46.2** With regard to WAC 357, this Agreement supersedes all subjects addressed, in whole or in part, by its provisions.
- 46.3** This Agreement supersedes specific provisions of Employer policies with which it conflicts.
- 46.4** 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 47 - SAVINGS CLAUSE

### 47.1 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 48 - PRINTING AND DISTRIBUTION OF AGREEMENT

48.1 The Employer will post the Agreement electronically on the appropriate websites on the effective date of the agreement July 1, ~~2019~~2021, and provide a copy to the lead Union negotiator in electronic format by January 1, ~~2019~~2021 in print ready format in both Word and PDF.

48.2 The Employer will provide all current and new employees with a link to the Agreement. All employees will be authorized access to the Agreement link. Each employee may print and staple or clip one (1) copy of the Agreement from the link on work time on Employer owned equipment. Employees who require a reasonable accommodation to access the Agreement may contact Human Resources for assistance.

## ARTICLE 49 - TERM OF AGREEMENT

49.1 All provisions of this Agreement will become effective July 1, ~~2019~~2021, and will remain in full force and effect through June 30, ~~2021~~2023; 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.

49.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, ~~2020~~2022 and no later than January 31, ~~2021~~2023. 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 \_\_\_ day of \_\_\_\_\_, ~~2018~~2020.

**FOR CENTRAL WASHINGTON UNIVERSITY**

**FOR THE UNION**

\_\_\_\_\_  
Ron Erickson  
Chairman, Board of Trustees

\_\_\_\_\_  
~~Greg Devereux~~Leanne Kunze  
Executive Director

\_\_\_\_\_  
James L. Gaudino  
President

\_\_\_\_\_  
~~Leanne Kunze~~  
~~Deputy Executive Director~~

**Recommended for Execution - CWU**

**Recommended for Execution – WFSE**

\_\_\_\_\_  
Joanne Hundtoft  
Labor Relations Partner

\_\_\_\_\_  
~~Christopher Stebbins~~Bubba Townsend  
Local 330 President, Steward  
Central Washington University

\_\_\_\_\_  
Ryan Mace  
Local 330 Vice President

\_\_\_\_\_  
Valdemar “Skip” Jensen

\_\_\_\_\_  
W. Chris Everett

## **APPENDIX A**

General Service Salary Schedule  
Effective July 1, 2019 through June 30, 2020.

To be added when posted by the State of Washington. See Articles 40.1 and 40.2.



**APPENDIX B**  
**ASSIGNMENT PAY AND SPECIAL ~~PAY RANGES~~ PAY RANGES**

Assignment Pay (AP) is a premium added to 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 “premium” is stated in ranges or a specific dollar amount. If stated in ranges, then number of ranges would be added to the base range of the class. The “reference number” indicates the specific conditions for which AP is to be paid.

Group A indicates those assigned duties granted AP which are not class specific as defined by the Washington Compensation Plan; Group B applies to special pay ranges cited in Ref #29.

Assignment Pay

<b>GROUP A</b>		
<b>Assigned Duty</b>	<b>Premium</b>	<b>Reference#</b>
Asbestos and Lead Workers (Certified)	4 ranges	20
Dual Language Requirement	2 ranges	18

Special Pay Ranges

<b>GROUP B</b>				
<b>Class Code</b>	<b>Class Title</b>	<b>Location</b>	<b>Increase</b>	<b>Reference#</b>
608G	Electrician – High Voltage	Ellensburg	5 Ranges	29
608I	Electrician Lead – High Voltage	Ellensburg	5 Ranges	29

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

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

**REFERENCE #29:** Basic salary plus up to five (5) ranges payable to employees in the Electrician-High Voltage and Electrician Lead-High Voltage classifications where the employer’s ability to recruit and/or retain employees would severely impair the effective operation of the university. In extraordinary circumstances, where more than ten percent (10%) is required, additional pay ranges will be added.