

**AGREEMENT BETWEEN
EASTERN WASHINGTON UNIVERSITY**

AND

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

BARGAINING UNITS 1 & 2

JULY 1, 201~~7~~⁵ TO JUNE 30, 201~~9~~⁷

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ARTICLE 1 – PREAMBLE

This Agreement is entered into between the Board of Trustees of Eastern Washington University (the “University”) and the Washington Federation of State Employees, Council 28 of the American Federation of State, County and Municipal Employees, AFL-CIO (the “Union”). Both parties agree as follows:

ARTICLE 2 – RECOGNITION

- 2.1 Union Representation. The University recognizes the Union as the exclusive bargaining representative in the bargaining units defined below.
- 2.1.1 Bargaining Unit 1, including those non-supervisory employees covered by RCW 41.06 and those Represented Temporary Employees (as defined in Appendix A). Bargaining Unit 1 excludes supervisory and confidential employees as defined by RCW 41.80; administrative exempt employees; faculty; students; and temporary employees who are not Represented Temporary Employees.
- 2.1.2 Bargaining Unit 2, including those employees who are supervisors as defined by RCW 41.80.005(13) and who are covered by RCW 41.06, or are Represented Temporary Employees (as defined in Appendix A). Bargaining Unit 2 excludes confidential employees as defined by RCW 41.80; administrative exempt employees; faculty; students; and temporary employees who are not Represented Temporary Employees.

ARTICLE 3 – SCOPE OF AGREEMENT

- 3.1 Preemption of Civil Service Rules. This Agreement supersedes all Civil Service Rules, including the provisions of WAC 251 and 357, not expressly incorporated by reference in this Agreement.
- 3.2 Application of University Policies. This Agreement supersedes specific provisions of University policy with which it conflicts. Absent such a conflict, employees will be subject to all University policies. The University will provide the Union with notice and an opportunity to provide input into any proposed policy change during the term of this Agreement that affects employee working conditions.
- 3.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and it supersedes any prior written or oral agreements between the parties. Any past practice existing prior to July 1, 2005, whether written or oral, is null and void, unless specifically preserved in this Agreement.
- 3.4 Bargaining Over Mandatory Subjects.
- 3.4.1 Except as provided in this Agreement or by applicable law, the University will satisfy its collective bargaining obligation before

changing a matter that is a mandatory subject. The University will notify the Executive Director of the Union, with a copy to the Chief Union Steward, of the proposed changes and the Union may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. In the event the Union does not request discussions and/or negotiations within fourteen (14) calendar days, the University may implement the changes without further discussions and/or negotiations; provided that the Union may request an extension of the timeline in this section which will not be unreasonably denied. There may be emergency or mandated conditions that are outside of the University's control requiring immediate implementation, in which case the University will notify the Union as soon as possible.

3.4.2 The parties will agree to the location and time for the discussions and/or negotiations. When possible, the parties will meet within twenty-one (21) calendar days of the date of the Union's request for discussions or negotiations. Prior to meeting, the parties will agree upon an agenda which will include an identification of the issues and/or impacts the Union is requesting to discuss and/or negotiate. Each party is responsible for choosing its own representatives for these activities.

3.5 Headings. Headings and subheadings in this Agreement are included for ease of reference only. They do not provide full notice of the terms of any portion of this Agreement.

ARTICLE 4 – CONTRACTING

4.1 Contracting for Services. The University may contract for services customarily and historically performed by employees as permitted by RCW 41.06.142, and as authorized by applicable law existing prior to July 1, 2005; provided that the University agrees that it will not contract for services under the provisions of RCW 41.06.142 prior to July 1, 2009.

ARTICLE 5 – UNION MEMBERSHIP AND DUES

5.1 Union Membership.

5.1.1 Agency Shop. Subject to the provisions of this Article, employees who are members of the Union as of the effective date of this Agreement will remain members in good standing for the term of the Agreement. Any employee who, as of the effective date of this Agreement is not a member of the Union, and any employee hired after the effective date of this Agreement will, within thirty (30) days become and remain a member of the Union. In the event any employee wishes to withdraw from the Union, or does not wish to become a member of the Union, the employee will have the right to decline membership in the Union under the following circumstances:

- (a) In accordance with RCW 41.80.100, an employee who asserts a right of non-association based on bona fide religious tenets or the teachings of a religious body of which the employee is a member will pay to the Union an amount of money equal to regular dues, which the Union will either use for purposes that are in harmony with the employee's individual conscience or provide to a nonreligious charity.
- (b) If an Employee for reasons other than religious belief does not wish to be a member of the Union, that employee will proportionately and fairly share in the cost of the collective bargaining process by paying to the Union a representation fee. The representation fee will be fixed at the amount of dues and initiation fees uniformly required of each member of the bargaining unit to defray the cost of services rendered by the Union in negotiating and administering this Agreement as provided by RCW 41.80.100(1).

5.1.2 Compliance. In the event an employee fails to meet the requirements set forth in Section 5.1.1, the Union will give the University a reminder of this fact, with a copy to the employee. The employee will comply within thirty (30) days of receipt of such reminder.

5.2 Union Dues and Fees.

5.2.1 The University will make deductions each pay period from the pay of employees for regular Union dues, representation fees and initiation fees, as identified by the Union; provided the Union provides to the University a written authorization from the employee for such deductions. The Union will notify the University at least thirty (30) days in advance of any changes in its fees.

5.2.2 The University will remit a payment for all representation fees to the Union at the Union's Official Headquarters at the end of each pay period. Accompanying the remittance will be a listing of the names, unique employee identification numbers, membership status, total wages for the time period, and the amount remitted for all employees from whom deductions were made.

5.3 Indemnification and Hold Harmless. The Union agrees to indemnify and save the University harmless against any liability which may arise by reason of any action taken by the University to comply with the provisions of this article, including reimbursement for any legal fees or expenses incurred in connection such action. The University will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this article. If requested by the Union in writing, the University will surrender

any such claim, demand, suit or other form of liability to the Union for defense and resolution.

ARTICLE 6 – EMPLOYEE RIGHTS

- 6.1 Liability Protection. Whenever an action or proceeding for damages is filed against any Bargaining Unit employee arising from his/her act or omission while performing his/her official duties, such employee(s) may request that the Attorney General defend the action or proceeding at the expense of the state. If the Attorney General determines that the employee was acting in good faith and within the course of his or her official duties, the Attorney General will defend the employee. If the body presiding over the action determines that the employee was acting within the scope of his or her official duties and enters a judgment against the employee, the judgment will be satisfied by the state.
- 6.2 Off-Duty Activities. The off-duty activities of employees will not be cause for disciplinary action unless said activities are a conflict of interest as set forth in RCW 42.52 or are directly detrimental to the employee's work performance. Employees must promptly report to their supervisors any legal restrictions that affect their ability to perform their job duties.
- 6.3 Use of Internet. Where an employee's workstation has Internet access, the University will allow the employee to use the Internet for personal business during meal periods or breaks in accordance with applicable law and University policy.
- 6.4 No Retaliation. Employees will not suffer retaliation or other adverse job action for making a good faith report of harassment, discrimination, or workplace violence. Where the University determines that such a complaint has merit, it will consider the employee's desires in determining appropriate remedial or corrective measures.
- 6.5 Accommodation of Religious Beliefs. The University will consider accommodations requested by employees because of their religious beliefs, and will provide such accommodations when there is no more than a nominal cost to the University, the accommodation does not impair operations or disadvantage other employees, or the accommodation is otherwise required by applicable law.
- 6.6 Garnishments/Fines/Deductions from Wages. No deductions will be made from an employee's wages for garnishments or fines without an appropriate court order or written permission from the employee.
- 6.7 Access to Information. Employees and the Union will have access to University-held information in accord with RCW 42.56 and University policy.
- 6.8 Surveillance. The University will post signs or otherwise notify employees of work areas that are being routinely monitored. Only law enforcement officials

will be permitted to authorize electronic surveillance in locations of suspected criminal activity.

ARTICLE 7 – POLYGRAPH TESTING

- 7.1 Prohibition on Testing. No employee will be required to take a polygraph examination as a condition of retaining employment with the University, nor will an employee be subject to discipline for the refusal to take a polygraph examination.

ARTICLE 8 – MANAGEMENT RIGHTS

- 8.1 Retention of Management Rights. The Union recognizes the right of the University to operate and manage the University, including but not limited to the right to take actions reserved to management by RCW 41.80.040; to require standards of performance and to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation will continue to operate; to select and hire employees; to promote and transfer employees; to discipline, demote and discharge employees for just cause; to lay off employees; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights will not be exercised so as to violate any of the specific provisions of this Agreement or applicable rules or laws. The retention of these rights does not preclude any employee from filing a grievance if she/he believes the exercise of such rights constitutes a violation of this Agreement.

ARTICLE 9 – NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 9.1 Compliance With State and Federal Law. The parties acknowledge their mutual support for equal employment opportunity and their commitment to abide by all State and Federal law regarding nondiscrimination and affirmative action in the workplace.
- 9.2 Affirmative Action. The parties support and will cooperate in the implementation of the University's affirmative action programs. The University's Affirmative Action Director will provide the University's Affirmative Action Plan to the Union at the time of its implementation/renewal.
- 9.3 Nondiscrimination. Neither the University nor the Union will discriminate against any employee because of age, sex, national origin, race, color, creed, religion, sensory, mental or physical disability, sexual orientation, marital status, ~~or~~ union membership or any other protected status under state or federal law.
- 9.4 Actions for Violations of this Article. Employees may challenge practices or

actions that they allege violate the provisions of Sections 9.1 and 9.3 through the University's Discrimination Policy and procedures, and/or using those remedies available through applicable law. Alleged violations of Sections 9.1 and 9.3 will not be the subject of grievances under Article 40

ARTICLE 10 – REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

- 10.1 Compliance With Applicable Law. The University, Union, and employees will comply with all relevant federal and state laws and regulations, and with the provisions of University policy in providing reasonable accommodations to qualified individuals with disabilities.
- 10.2 Requests for Accommodation. An employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation from the University's Affirmative Action Officer. Employees requesting accommodation must cooperate with the University in discussing the need for and possible form of any accommodation. The employee must provide supporting medical documentation with any request for accommodation, and the University may require the employee to obtain a second medical opinion at University expense. Medical information disclosed to the University will be kept confidential and disclosed on a need-to-know basis.
- 10.3 Determinations Regarding Accommodations. The University will determine whether an employee is eligible for a reasonable accommodation, and the accommodation, if any, to be provided.
- 10.4 Disability Separation. If the University determines that an employee is unable to perform the essential functions of the employee's position due to a disability that cannot be reasonably accommodated, the employee will be separated from service due to disability. Prior to any final decision regarding a disability separation, the University will notify the employee of its determination, and provide the employee with an opportunity to discuss that determination. Disability separation is not a disciplinary action.
- 10.5 Actions for Disputes Over Accommodation and Disability Separations. Employees may challenge issues relating to the University's determination regarding a request for accommodation using the University's Disabilities Policy, including the internal grievance mechanism in that policy, and/or using those remedies available through applicable law. Disputes regarding these issues will not be subject of grievances under Article 41. Employees may challenge a disability separation through the grievance procedure.

ARTICLE 11 – SAFETY, HEALTH AND UNIFORMS

- 11.1 Responsibility for Safety. The University, employees and the Union share responsibility for workplace safety.

- 11.1.1 The University will provide a work environment that complies with applicable safety standards established by the Washington Industrial Safety and Health Act (WISHA). The University will provide employees with required safety equipment, personal protective equipment and apparel.
 - (a) Employees who are required to wear footwear with safety toes will be reimbursed up to \$150 for the purchase of such footwear, which will be replaced on a fair wear-and-tear basis.
- 11.1.2 Employees and the University will comply with all safety practices and standards established by the University, including rules requiring that employees wear and/or use provided safety equipment, personal protective equipment and apparel. Employees must report damaged or missing safety equipment or other potentially unsafe practices or conditions to their supervisor within twenty-four (24) hours.
- 11.1.3 The Union and the University will work cooperatively on safety-related matters and encourage employees to work in a safe manner.
- 11.2 Unsafe Working Conditions. An employee who is given an assignment that he or she reasonably believes will be detrimental to his or her health will immediately notify his or her supervisor. The employee will not be required to perform the alleged unsafe assignment, and will not receive discipline for refusing to do so, until the matter has been reviewed with the employee's supervisor. If such a review does not resolve the matter, it will be referred to the University's Environmental Health and Safety staff. At the employee's request, a Union shop steward will participate in any review conducted pursuant to this section.
- 11.3 Safety Committees. The Union will designate an employee from its represented units to serve on the University-wide safety committee. In the event the University forms additional safety committees or sub-committees with responsibility for areas in which Union employees are working, the Union will be permitted to select a representative from its units to sit on any such committee. Safety committee meetings will be conducted in accordance with WAC 296-800-13020.
- 11.4 Safety Training and Assessments.
 - 11.4.1 The University will provide training to affected employees regarding prevention of back, repetitive motion and other common workplace injuries.
 - 11.4.2 Employees may request through their supervisors an assessment of their work station to address ergonomic and other safety issues, including issues involving use of video displays, furniture or equipment needs, and exposure to heat and cold. The University's safety officer will conduct such assessments. Recommendations for alterations to a

job or workstation identified during an assessment will be shared with the affected employee and with his or her supervisor.

- 11.5 On-the-Job Injuries. An employee who suffers a work-related illness or injury must report that illness or injury to his or her supervisor within twenty-four (24) hours, unless the employee is prevented by incapacity from doing so. If the illness or injury is one for which time-loss payments are provided through the workers' compensation system, the employee may choose to receive only such time-loss payment, or may choose to use paid leave in combination with workers' compensation benefits as follows:
- 11.5.1 An employee choosing to use compensatory time, vacation leave, sick leave or personal holiday leave while receiving workers' compensation benefits will receive the full value of such paid leave in addition to his or her time-loss payments to the University.
 - 11.5.2 Employees will not be required to use Family Medical Leave for work-related illness or injuries covered by workers' compensation.
- 11.6 Employer-Supplied Equipment. All necessary equipment and tools required by the University will be furnished by, retained at, and maintained by the University. The individual employee will be responsible for any loss or damage to any item furnished by the University under this Article caused by the employee's negligence.
- 11.7 University-Provided Radios. Employees who work alone and outside the University's core business hours will be provided with a radio to report emergency situations.
- 11.8 Uniforms.
- 11.8.1 Employees in customer service positions, or in positions that may require work in student housing or dining facilities, may be required to wear shirts or uniforms identifying them as University employees.
 - 11.8.2 The University will provide employees with required shirts or uniforms. Full-time employees required to wear University-provided clothing on a daily basis will receive five (5) shirts or uniforms at the time of hire. Part-time employees, and employees who wear University-provided clothing on specified occasions, will receive a supply of shirts or uniforms at the time of hire appropriate to their job requirements and schedule. Shirts or uniforms will be repaired or replaced by the University at its election on a fair wear-and-tear basis.
 - 11.8.3 Prior to making a decision to purchase or modify shirts, uniforms or special clothing, affected employee groups will be given the opportunity to provide input into the color, fabric, and style of required clothing items.

11.8.4 All shirts and uniforms provided by the University will be worn in accordance with applicable rules and safety regulations. Employees are required to return all shirts and uniforms supplied pursuant to this section upon separation from employment.

ARTICLE 12 – DRUG AND ALCOHOL FREE WORKPLACE

- 12.1 Drug-Free Workplace. All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs. The University and all employees must comply with the provisions of the Drug-Free Schools and Communities Act, the Drug-Free Schools and Campuses Regulations, the provisions of WAC 172-64 (Alcohol Policy at Eastern Washington University), and the University’s Drug and Alcohol Abuse Prevention policy.
- 12.2 Possession of Alcohol and Illegal Drugs. Employees may not use or possess alcohol while on duty, except when authorized by the University as part of a University-sponsored event. The possession or use of illegal drugs or marijuana is strictly prohibited. Marijuana is still an illegal controlled substance under federal law.
- 12.3 Prescription and Over-the-Counter Medications. Employees taking physician-prescribed or over-the-counter medications must notify their supervisor of that fact if there is a substantial likelihood that such medication will affect job safety. Upon receiving such notice, the employee’s supervisor will make all reasonable efforts to temporarily alter the employee’s work assignment to permit the employee to remain on the job while taking medication. Where there are no reasonable alternatives for reassignment, the employee will be placed on leave while on medication.
- 12.4 Employees Subject to Drug and Alcohol Testing. Employees required to have a Commercial Driver’s License (“CDL”) are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with applicable federal regulations.
- 12.5 Discipline for Violations. An employee who violates the provisions of this article or the laws, regulations and policies it incorporates, may be subject to disciplinary action, up to and including discharge.
- 12.6 Reopener Regarding Drug and Alcohol Testing Policies. During the term of this Agreement, the University may reopen the Agreement for the sole purpose of negotiating a drug and alcohol testing policy applicable to all employee groups within the University.

ARTICLE 13 – STAFFING

- 13.1 Staffing Concerns. The parties recognize that the University is a growing institution and that growth involves changes in the size and scope of the

University's facilities and staffing needs. Employees are encouraged to bring concerns about workload issues to the attention of their supervisors.

- 13.2 Lines of Authority. The University will ensure that the reporting authority for each employee is clearly defined.

ARTICLE 14 – CONFIDENTIALITY

- 14.1 Confidentiality of Employees' Personal Information. Personal and medical information regarding employees, including information stored in electronic form, will be maintained, accessed, and used in a confidential manner. The University will not release employees' personal information to third parties, including disclosures via the Internet, to the extent that disclosure would violate an employee's right to privacy as defined by RCW 42.56.050, unless disclosure is compelled by the University's legal obligations or by court order.
- 14.2 Requests for Employee Personal Information. The University will promptly notify affected employees when it receives a request by a third party to release confidential, personal information about an employee, including personal information related to the employee's job performance contained in the employee's official personnel file, or when the University proposes to release such information on its own initiative. Affected employees will be provided with seventy-two (72) hours following the notice to consult with the University's Public Records Officer or designee regarding the potential disclosure. Following consultation, the employee will be permitted an additional seven (7) calendar days, unless a longer period is mutually agreed, in which to seek a legal order precluding the disclosure. Where the information proposed for release would affect a group of employees, the employer will also provide the Union with written notice of the request.
- 14.3 Protection of Social Security Numbers. The University will not use employees' social security numbers except as permitted by law. Social security numbers will not be requested or required on timesheets, leave slips or other routine University forms unrelated to payroll or benefits. The University will redact employees' social security numbers from any document produced pursuant to a Public Disclosure Act request.
- 14.4 Compliance With University Confidentiality Expectations. Employees will comply with the University's confidentiality expectations with respect to information disclosed to them in the course of their job duties. The University will notify employees of these expectations and conduct training as appropriate for employees exposed to confidential information.

ARTICLE 15 – PERSONNEL FILES

- 15.1 Maintenance of Official Personnel Files. The University will maintain an official personnel file for each employee, which will be kept in Human Resources Services. No material will be entered into the official personnel file more than

one (1) year after its creation. Performance, corrective action or disciplinary documents relating to the employee that are not included in the official personnel file may not be used as evidence in any grievance arbitration regarding discipline of the employee.

15.2 Access to Official Personnel Files.

15.2.1 Upon request, employees may inspect the contents of their official personnel file.

15.2.2 With written approval of the employees, the Union may review employees' official personnel files.

15.2.3 Authorized management representatives with a legitimate business need; supervisors in the employee's chain of command; and Human Resources, Budget and Payroll Services representatives may access employees' personnel files. A record will be kept with the file of the names of persons who have reviewed the file other than Human Resources, Budget and Payroll Services personnel.

15.2.4 Employees and the Union may request copies of documents from official personnel files as part of a review of the file under this Section. The University will charge for copy requests of greater than fourteen (14) pages at a rate determined in accord with the Public Records Act.

15.3 Employee-Supplied Information. Materials placed in an employee's personnel file regarding performance or discipline will first be provided to the employee. Employees who challenge or dispute material included in their personnel file, including the content of performance evaluations, may provide responsive material for inclusion in their file. Employees may also place information relating to their performance or qualification in their personnel file to document performance improvement or special achievement.

15.4 Removal of Information.

15.4.1 An employee may request that the University's chief human resources officer remove from his or her personnel file material that he or she believes to be false, irrelevant, or improperly included in his or her file. Information related to alleged misconduct that is determined to be false will be promptly destroyed; provided that the University may retain copies of such material if it is relevant to actual or reasonably anticipated legal action.

15.4.2 Upon written request, records of performance evaluation will be removed from employee personnel files after ~~seven (7)~~six (6) years; provided there are no on-going related performance concerns. Written requests may be submitted by employees only at the time of their annual

performance evaluation or within ~~fourteen (14)~~thirty (30) calendar days of their employment anniversary date, whichever is later.

15.4.3 Records of corrective action or written reprimands given to employees will be removed from their personnel files after three (3) years if the employee has not received subsequent discipline based in whole or in part on the corrective action or written reprimand; provided, that this paragraph will not apply to written reprimands for sexual harassment, discrimination, violation of the University's Drug-Free Workplace policy, theft, insubordination, violence in the workplace, or other misconduct of similar severity.

15.4.4 Records of disciplinary actions involving reductions in pay, suspensions or demotions, and written reprimands not removed after three (3) years will be removed from employees' personnel files after seven (7) years if:

- (a) Circumstances do not warrant a longer retention period;
- (b) There has been no subsequent discipline; and
- (c) The employee submits a written request for its removal.

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

15.5 Medical Information. Medical information regarding an employee will be kept in a separate file and maintained in a confidential manner in accordance with state and federal law.

15.6 Working Files. The University will not maintain records regarding employee activities or performance separate from the employee's official personnel file after the completion of the employee's performance evaluation.

ARTICLE 16 – EMPLOYEE STATUS REPORTS

16.1 Monthly Reports. The University will provide to the Union, on a monthly basis, the following information for each employee in the bargaining unit: employee identification number, name, position title, position number, mailing address, work phone number, monthly salary (including range and step), ~~assigned FTE,~~ work location and county, supervisor, job class code and title, date of hire, bargaining unit code and title, percentage of employment, separation date, premium pay, PERS plan, Health Care Plan including tier and dental, overtime exempt or overtime eligible status and seniority date.

16.2 Electronic Transfer. Information supplied pursuant to this article will be sent to the Union headquarters in a mutually agreeable electronic format.

ARTICLE 17 – POSITIONS

- 17.1 Types of Bargaining Unit Positions. Bargaining unit positions may be regular, cyclic, temporary, or project positions, which for purposes of this Agreement are defined as follows:
- 17.1.1 Regular Positions. Regular positions are scheduled to work twelve (12) months per year.
 - 17.1.2 Cyclic Positions. Cyclic positions are scheduled to work less than twelve (12) full months each year due to known, recurring periods in the fiscal year when the position is not needed. Before the start of each fiscal year, incumbents of cyclic 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.
 - 17.1.3 Project Positions. Project positions are positions of specific duration of longer than six (6) months. Project employees are eligible for University-provided benefits, including leave, insurance and retirement benefits, on the same basis as regular employees. The University may create project positions in situations where the position is contingent upon state, federal, local, grant, or other special funding of specific and of time-limited duration, and/or where the work to be performed by the position is project-based and of a time-limited nature. The University will notify employees at the time of hire of the project nature of the position and the anticipated ending date of the project position.
 - 17.1.4 Temporary Positions. The University may create temporary positions to fill vacancies caused by the absence of a regular, cyclic or project employee; to address fluctuations in workload; or to meet needs in situations where there is insufficient work or resources to support a regular, cyclic or project position. Employees filling temporary positions may not work more than one thousand fifty (1050) hours in a twelve (12) consecutive month period. Temporary employees who work more than three hundred fifty (350) hours in a consecutive twelve (12)-month period will become Represented Temporary Employees and will be included in the bargaining unit as specified in Appendix A.
- 17.2 Exemption of Bargaining Unit Positions. The University will inform the Union if a bargaining unit position is reallocated in a manner that exempts the position from the bargaining unit.
- 17.3 Full-Time and Part-Time Employment. The University may fill positions on either a full-time or part-time basis, which for purposes of this Agreement are defined as follows:
- 17.3.1 Full-Time Employment. Full-time employees are regularly scheduled to work forty (40) hours in a workweek.

17.3.2 Part-time Employment. Part-time employees are regularly scheduled to work at least twenty (20) hours, but less than forty (40) hours in a workweek. In this Agreement, when any benefit is prorated for part-time employees, such employees will receive a portion of the full-time benefit based on the percentage their monthly schedule bears to full-time employment.

17.4 Assignments.

17.4.1 The University may reassign an employee to another position in the same classification. Such reassignment will not result in a change of salary or periodic increment date.

17.4.2 Employees who accept a temporary assignment to a different classification will have the right to revert to their former position or to an equivalent position at the conclusion of the temporary assignment.

ARTICLE 18 – CLASSIFICATION

18.1 Classification Plan. Effective July 1, 2007, the University will adopt the classification plan adopted and maintained ~~by the Washington State Department of Personnel~~OFM/State Human Resources.

18.2 Position Classification/Reclassification. The University's chief human resources officer or designee will allocate each bargaining unit position to the appropriate classification in the ~~Washington Department of Personnel~~OFM/State Human Resources classification plan, and will change the allocation of a position that has undergone a permanent change in duties and responsibilities.

18.3 Position Review.

18.3.1 Either an employee or the University may request an audit of the duties and responsibilities of a position he/she/it believes is not allocated to the proper class. Employees requesting such an audit are expected to notify the Union at the time of their request.

18.3.2 Job audits will be performed and reclassification decisions will be made by the University's Human Resources Services staff according to the University's Classification Process. The affected employee(s) and the Union will be notified of the outcome of a job audit in writing. In the event of a reallocation that results in removal of a position from the bargaining unit, the written notice will describe the manner in which the bargaining unit work is being distributed, including the classification and position(s) of any employee(s) absorbing work from the reallocated position.

18.3.3 If an employee disagrees with a classification decision made by the Human Resources staff, the employee may request review of that

decision through the Director of ~~the Department of Personnel~~OFM/State Human Resources within 30 (thirty) calendar days of receiving the final allocation decision from the University. Should the employee disagree with the ~~DOP-Director's~~ decision, the employee may further appeal the matter to the Washington Personnel Resources Board within 30 (thirty) calendar days of being provided the written decision of the Director. The Board will render a decision, which will be final and binding. Decisions regarding appropriate classification will be reviewed in accordance with this Section and will not be subject to the grievance procedure specified in Article 40 of this Agreement.

- 18.4 Effect of Reallocation. Changes to positions that have been reallocated, and the impact of any such changes on the incumbent employee, will be determined in accord with the University's Classification Process.

ARTICLE 19 – COMPENSATION

19.1 Base Wages Increases

19.1.1 Effective July 1, 201~~7~~5, all salary ranges and steps of the Salary Schedule in effect on June 30, 201~~7~~5, will be increased by ~~three-two~~ percent (~~23~~.0%), as reflected in Appendix B.

~~19.1.2~~ Effective July 1, 201~~8~~6, all salary ranges and steps of the Salary Schedule in effect on June 30, 201~~8~~6, will be increased by ~~one-two~~ percent (~~21~~.0%), as reflected in Appendix C.

~~19.1.2~~19.1.3 Effective January 1, 2019, all salary ranges and steps of the Salary Schedule in effect on December 31, 2018, will be increased by two (2.0%), as reflected in Appendix D.

~~19.1.3~~19.1.4 Employees who are employed with the University on July 1, 201~~7~~5 will receive \$1~~00~~50 signing payment on the July 25, 201~~7~~5 paydate.

~~19.1.4~~19.1.5 In the event the state legislature funds a higher total across-the-board increase for the contract term for an employee group at the general government state table for the 201~~7~~5-201~~9~~7 negotiations, the University agrees to match the increase or provide the increases described above; whichever is greater. In the event the University receives additional tuition authority and/or state funding that results in an overall significant improvement in the financial status of the University, the Union may request to re-open the Agreement to bargain over economic terms of this Agreement. Any agreement resulting from such bargaining will remain subject to a finding by the Director of OFM that the agreement is economically feasible, and approval by the Legislature as provided in RCW 41.80. Nothing in this paragraph obligates either party to agree to any proposal.

Effective July 1, 2017, the University agrees to adopt classification adjustments adopted at the 2017-2019 WFSE General Government

negotiations table, provided the adjustments are deemed financially feasible and receiving full funding by the legislature.

- 19.2 Effective July 1, 2015, current employees who are compensated at less than \$15 per hour will be advanced within their current range to the step in the range that is closest to \$15 per hour. If the range maximum is less than \$15, the employee will be advanced to the top of the range. Probationary employees will be placed two (2) steps below the salary range steps listed above and will move to these posted range/steps upon successful completion of probation.
- 19.3 Step M. All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range.
- 19.4 Pay for Performing the Duties of a Higher Classification. Employees who are assigned the full scope of duties and responsibilities of a position in a higher classification for a period of more than two (2) consecutive work days will be paid at the step in the higher range which is nearest to a two (2) step increase from the employees' normal step.
- 19.5 Establishing Salaries for New Employees. The University will assign newly hired employees to the appropriate range and step of the salary schedule.
- 19.6 Periodic Increases. Employees will receive periodic increases as follows:
- 19.6.1 Employees who are hired at the minimum step of the pay range will receive a two (2)- step increase to base salary following completion of six (6) months of service, and an additional two (2)- step increase annually thereafter, until they reach the top of the pay range.
- 19.6.2 Employees who are hired above the minimum step of the salary range will receive a two (2) step increase annually until they reach the top of the pay range.
- 19.6.3 Employees in classes that have pay ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges.
- 19.6.4 All periodic increases will be effective the first day of the month closest to the date on which the employee's hire date (or probationary period end date) falls.
- 19.7 Salary Assignment Upon Promotion or Reallocation.
- 19.7.1 Employees promoted to a position in a higher class will be advanced to a step of the range for the new class that is at least two (2) steps higher. The salary will be based on the employee's education and experience.
- 19.7.2 An employee occupying a position that is reallocated to an existing

class with a lower salary maximum will be placed in the salary step in the new range which is closest to the current salary, provided such salary does not exceed the top step of the new salary range.

- 19.8 Transfer and Reassignments. Employees who transfer or are reassigned to a position within their class or within their range will retain their current base salary.
- 19.9 Reversion. Employees who do not successfully complete a trial service period and revert to the class in which the employee most recently held a position, or move to a classification in the same series with a lower salary range, will receive the base salary they received prior to their promotion.
- 19.10 Part-Time Employment. Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment.
- 19.11 Shift Premium. Employees assigned to work a schedule in which four (4) or more hours fall between the hours of 5:00 p.m. and 8:00 a.m. will receive additional compensation of \$0.65 per hour for every hour or portion thereof worked. An employee assigned to a shift that qualifies for shift differential pay will receive the same shift differential for authorized periods of paid leave, or when assigned to a different shift for less than a full work week.
- 19.12 Pay for Floating Schedules. Employees assigned to floating work schedules will be paid at a rate two (2) salary ranges higher than the range assigned to their classification.
- 19.13 Standby Pay. Employees of the Office of Information Technology may be assigned to standby status by the University during off-hours and on designated weekends. Standby status will involve the following:
- 19.13.1 Employees will receive a minimum of seventy-two (72) hours notice of their assignment to standby status. Standby periods will be rotated among qualified, eligible staff within the business unit on an equitable basis. Absent exceptional circumstances, employees will not be required to serve in standby status more than seven (7) calendar days per month.
- 19.13.2 While on standby status, employees will be provided with a University cell phone, required to remain available for work-related calls and, if necessary, return to work.
- 19.13.3 Standby status will not be considered hours worked, and will not run concurrently with work time. While on standby status, employees will be paid a rate of three dollars (\$3) per hour.
- 19.14 Multilingual/Sign Language/Braille Premium Pay. Whenever a classified

position has a bona fide requirement for regular use of competent skills in more than one language, sign language (AMESLAN), and/or Braille, the University will authorize premium pay of two (2) steps above the level normally assigned for that position; provided that this premium will not apply in those instances where the position is allocated to a class that requires these skills.

- 19.15 Special Pay. The University may designate a position for special pay in the following circumstances:
- 19.15.1 When a unique configuration of work requires skills, duties, or working conditions beyond those typically required of comparable positions;
 - 19.15.2 To alleviate employment problems such as recruitment and/or retention;
 - 19.15.3 When failure to grant special pay could result in retention problems and seriously jeopardize University operations; and
 - 19.15.4 To prevent salary inversion or compression problems with other classes in the same or related series which have been granted special pay.

ARTICLE 20 – HOURS OF WORK AND OVERTIME

- 20.1 Workweek.
- 20.1.1 Except as provided below or otherwise established in writing, the workweek for purposes of determining overtime eligibility will begin at 12:01 a.m. Monday and will conclude Sunday at 12:00 midnight. Employees will not regularly be scheduled to work more than forty (40) hours in a workweek.
 - 20.1.2 The work period for campus police officers assigned to a 7(k) schedule will be a recurring period of up to twenty-eight (28) days established in writing.
- 20.2 Schedules. Employees may work one of the following schedules:
- 20.2.1 Regular Work Schedules. The regular work schedule for full-time employees will consist of five (5) consecutive and uniformly scheduled days with eight (8) hours of work in a seven (7) day period. Uniformly scheduled means a daily repetition of the same working hours and a weekly repetition of the same working days. The University will determine the starting and ending times and workdays based on the requirements of the position and operational need.
 - 20.2.2 Alternate Work Schedules.
 - (a) Employees may be assigned to work weeks and work shifts of different lengths in order to meet business and customer

service needs or in response to employee request. For full-time employees, alternate schedules will consist of forty (40) hours of work, with at least two (2) consecutive days off, in a seven (7) day period. Absent mutual agreement, alternate schedules will not include split shifts.

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

- 20.2.3 7(k) Schedule. Campus Police may be assigned to work a schedule that repeats in a period of up to twenty-eight (28) calendar days.
- 20.2.4 Floating Work Schedules. Floating work schedules may be used by the University in the Custodial Supervisors and Leads, Maintenance Custodians, Dining Services, Stage Manager, Recreation and Athletic Specialist 4 and Transportation Services departments for employees who volunteer. Vacant positions may also be assigned a floating schedule. Employees working floating work schedules will have assigned daily hours that may vary during a workweek to meet operational needs. Floating work schedules will include at least two (2) consecutive days off in a seven (7) day period; days off will generally be the same from workweek to workweek. Any split shifts required of employees working a floating work schedule will include no more than two segments in a day.
- 20.3 Schedule Changes. The University may change the schedule of employees working a regular schedule or who are assigned to work an alternate schedule (as provided in Section 20.2.2(a), subject to the following:
- 20.3.1 Temporary Schedule Changes. In the event the University initiates a temporary schedule change, the employee will be notified in writing of the change at least seven (7) calendar days in advance; provided that the notice shall be at least two (2) days in the case of schedule changes for campus police working a 7(k) schedule. The day that notification is given is considered the first day of notice. Temporary changes to such employee's work schedule may be made with less than seven (7) days' notice (two (2) days for 7(k) schedules); provided that in the event a scheduled employee is assigned a temporary schedule change with less notice for reasons other than the employee's request, the employee will be given the option to work his or her normal schedule in addition to the modified schedule. A temporary schedule change is defined as a change lasting twenty-one (21) calendar days or less. Upon written request the supervisor may allow the employee to waive the seven (7) days' notice period. The supervisor will notify the employee of their

decision in writing.

- 20.3.2 Permanent Schedule Changes. In the event the University initiates a permanent schedule change, the employee will be given fourteen (14) calendar days prior written notice. The day notification is given is considered the first day of notice.
- 20.4 Additional Work for Cyclic Positions. When additional work is required of a cyclic position during a period for which the position is scheduled for leave without pay, the work will be offered to the incumbent. If the incumbent declines the offer, the University will offer the work to other qualified employees who are in cyclic year leave without pay status who have expressed an interest according to seniority.
- 20.5 Work Interruptions During Off-Duty Time. Time spent by employees whose off-duty hours are interrupted by work-related calls requiring more than a de minimis response will be considered hours worked, with a minimum of one-half (½) hour compensation for each separate situation.
- 20.6 Overtime.
- 20.6.1 Eligibility. All bargaining unit employees are eligible for overtime.
- (a) Overtime Work—Equal Distribution. Overtime will be distributed among qualified employees on a rotating basis established by the University.
- (b) Overtime Computation. Overtime will be compensated at a rate of one and one-half (1½) times the employee's regular rate of pay. Overtime hours, as defined in this section, will be rounded upward to the nearest one half (½) hour.
- (c) Overtime Computation. For purposes of calculating overtime eligibility, all hours spent performing assigned duties and all paid leave will be considered hours worked; leave without pay, additional compensation for time worked on a holiday, and call back bonus pay do not constitute hours worked. There will be no duplication or pyramiding of overtime.
- 20.6.2 Overtime Hours for Employees Working Regular, Alternate, Floating or Flexible Schedules. The following will constitute overtime for employees working any schedule other than a 7(k) schedule:
- (a) Regularly scheduled employees who work beyond eight (8) hours in a day;
- (b) Employees on alternate work schedules who work beyond ten (10) hours in a day; and

(c) All hours worked beyond forty (40) in a work week;

20.6.3 **Overtime Hours for Employees Working a 7(k) Schedule:** The following will constitute overtime for employees working a 7(k) schedule:

(a) All hours worked beyond the employee's regularly scheduled shift; and

(b) All hours worked beyond the maximum straight-time hours permitted under Section 7(k) of the Fair Labor Standards Act for law enforcement employees working a work period of the length established by the University pursuant to this Article.

20.6.4 **Overtime Authorization.** Working overtime without authorization by the employee's supervisor may result in disciplinary action.

20.7 **Compensatory Time.**

20.7.1 At the employee's election, the employee may accrue compensatory time in lieu of receiving overtime pay. Compensatory time will accrue at the rate of time and one-half for each overtime hour worked. An employee will not be allowed to accumulate more than eighty (80) hours of compensatory time at a time, and any accrued compensatory time may be cashed out at any time by the employee.

20.7.2 Compensatory time off must be scheduled in advance with the approval of the employee's supervisor.

20.7.3 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 his or her schedule. The employee's compensatory time balance will be cashed out the first regular payday following June 30th or when the employee separates from the Employer.

20.8 **Additional Hours for Part-Time Employees.** Part-time employees assigned to work hours beyond their regularly scheduled hours will receive additional pay at their regular hourly rate for such hours up to a total of forty (40) hours in a workweek. Hours worked beyond forty (40) in a workweek will be considered overtime.

20.9 **Call Back Pay.** When a regularly scheduled employee has left the workstation and is required to return to the workstation outside of regularly scheduled hours, the employee will receive three (3) hours bonus pay plus time actually worked. The bonus pay will be compensated at the regular rate; time worked will be compensated at time and one-half. Time worked immediately preceding the regular shift does not constitute call back, provided time worked does not exceed

~~three (3)~~two (2) hours or notice of at least eight (8) hours has been given.

20.10 Meal and Rest Periods. The University and the Union agree to meal and break periods that vary from and supersede the paid meal period requirements of WAC 296-126-092.

20.10.1 Employees will receive a minimum of one-half (1/2) hour off, without pay, for a meal during any shift lasting longer than five (5) hours. In the event that an employee's meal period is interrupted, the meal period will be considered time worked.

20.10.2 Employees will receive a fifteen (15) minute paid rest period for each four (4) hours worked. In the event that an employee's rest period is interrupted it will be rescheduled.

20.10.3 Meal and Rest Periods for Employees Working Straight Shifts.

(a) Campus police and plant operators 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.

(b) Campus police and plant operators working straight shifts will be allowed rest periods of fifteen (15) minutes for each one-half shift of four (4) or more hours worked at or near the middle of each one-half shift of four (4) or more hours. Rest periods do not require relief from duty. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each half shift, scheduled rest periods are not required.

20.10.4 Rest periods may not be used for late arrival or early departure from work and rest and meal periods may not be combined. Meal periods may not be used for late arrival or early departure from work except in exceptional circumstances and with prior approval by the employee's supervisor.

20.11 Timesheets. Employees are required to submit complete and accurate electronic time sheets. In the event that a time sheet is revised or changed, the supervisor will promptly notify the employee.

ARTICLE 21 – HEALTH INSURANCE

21.1 Health Care Agreement. The University will implement the terms of the coalition agreement on health care for the term of this Agreement reached under the provisions of RCW 41.80.020.

ARTICLE 22 – VEBA

- 22.1 Voluntary Employees’ Benefit Association Medical Expense Plan. The University will maintain its Voluntary Employees’ Benefit Association Medical Expense Plan (“VEBA Plan”) during the term of this Agreement. All eligible employees who retire during a calendar year will participate in the VEBA Plan unless a majority of retirement eligible employees determines through a majority vote that they do not wish to participate in the VEBA Plan during that calendar year. Voting to determine participation in the VEBA Plan will be conducted according to the University’s VEBA Procedures.

ARTICLE 23 – TRAVEL

- 23.1 Travel Expense Reimbursement. 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 accord with the regulations established by the Office of Financial Management and University policy.

ARTICLE 24 – LICENSURE AND CERTIFICATION

- 24.1 License and Certification Fees. If the University requires an employee to obtain a license or certification after hire, or maintain a license or certification as a requirement of the employee’s position, the University will pay the cost of obtaining and/or maintaining that license or certification; provided that this section will not apply to costs associated with obtaining or maintaining non-commercial driver’s licenses. If the University agrees for a new Information Technology employee to obtain a license or certification as a condition of employment, the employee agrees to reimburse the direct cost of the license or certification in an amount of \$3,000 or greater if they voluntarily resign from employment within eighteen (18) months of the date the license or certification is obtained.
- 24.2 Continuing Education Requirements. Employees will be permitted to use work time to complete continuing education requirements associated with required licensure or certification. With advance supervisory approval, the University will pay the costs associated with continuing education requirements.

ARTICLE 25 – EMPLOYEE DEVELOPMENT AND TRAINING

- 25.1 Training Program. The University recognizes the importance of an educated workforce as a resource and the value of training in developing and maintaining job skills and improving employee performance. Employee training opportunities will be identified, evaluated, and provided in accord with the University’s Employee Development and Training Policy.
- 25.2 Tuition Waiver Program. Employees who have completed their probation period are eligible to participate in the University’s tuition waiver program for both campus and on-line state support programs as provided in RCW 28B.15.558 and University policy. Eligible employees may enroll in up to ten (10) credit hours

per term at a cost not to exceed five dollars (\$5) per employee per term, plus applicable fees. Eligible employees wishing to audit or challenge classes may do so for a charge not to exceed five dollars (\$5) per employee per term.

- 25.3 Time Spent in Required or Approved Training. Time spent in training required or approved by the University will be considered work time.
- 25.4 Retraining Because of Technological Change. Whenever a bargaining unit position is being eliminated, reduced or phased out due to technological changes, the University will make reasonable efforts to retrain affected employees so they may qualify for new positions to be established by the University or gain access to existing positions requiring these skills.

ARTICLE 26 – COMMUTE TRIP REDUCTION AND PARKING

- 26.1 Commute Trip Reduction and Parking Programs. The University will provide commute trip reduction and parking programs for all employees covered by this Agreement on the same basis these programs are provided to all other University employees.
- 26.2 The University will designate a section of its free parking lot for use by employees working outside normal business hours on those days when there is actual or anticipated snowfall.

ARTICLE 27 – CHILDCARE

- 27.1 Access to EWU Children’s Center. The University and the Union recognize that family life has a significant impact upon employees’ work lives. The University agrees to provide bargaining unit employees with access to the EWU Children’s Center on the same basis as any non-student in the University community.

ARTICLE 28 – HOLIDAYS

- 28.1 A. Paid Holidays. The following days are paid holidays for all eligible employees:

New Year’s Day	January 1
Martin Luther King Jr.’s Birthday	Third Monday in January
Presidents’ Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans’ Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	The Day After Thanksgiving
Christmas Day	December 25
Personal Holiday	

B. Unpaid Holidays-Holidays for Reasons of Faith and Conscience. Employees will be entitled to two (2) unpaid holidays per calendar year for faith or conscience as authorized by state law. Faith or conscience holidays will be governed by the University's Holiday's and Leave Policy.

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.

- 28.2 Holiday Pay. Eligible full-time employees will receive eight (8) hours of pay at their straight-time rate for each holiday. Part-time employees will receive holiday pay on a prorated basis.
- 28.3 Eligibility for Holiday Pay. Employees are eligible for holiday pay if they are in paid status on their regular, scheduled work day preceding the holiday. In addition, cyclic employees who are scheduled to work less than a full month in a month in which a holiday falls will receive pay for the holiday if they were in paid status on their last scheduled work day preceding the holiday. Employees whose employment is terminated immediately prior to a holiday are not entitled to holiday pay.
- 28.4 Hours Worked on a Holiday. In addition to holiday pay described in Section 28.2, employees required to work on a holiday will receive pay at their overtime rate for all hours worked on the holiday.
- 28.5 Alternate Schedules. Employees working alternate schedules who are normally scheduled to work more than eight (8) hours on a day observed as a holiday may use vacation leave, compensatory time, or leave without pay to make up the difference between the employee's normally scheduled shift and the eight (8) hours of holiday pay.
- 28.6 Holiday Observance. When the observed holiday falls on the employee's scheduled work day, that day will be considered the holiday. When an observed holiday falls on the employee's scheduled day off, he or she will be permitted to take an alternate day off during the week in which the holiday is observed. Employees must schedule any such alternate days off in advance with the approval of their supervisors.
- 28.6.1 Employees whose scheduled shifts begin on one calendar day and end on the next calendar day will observe the holiday on the shift that begins on the holiday.
- 28.7 Personal Holidays. An employee may choose one workday as a personal holiday during each calendar year if the employee has been continuously employed by the University for more than four (4) months.
- 28.7.1 Full-time employees will receive eight (8) hours off for a personal holiday. Part-time employees will receive hours off on the same prorated basis that their monthly schedule bears to full-time

employment.

- 28.7.2 Employees will be permitted to take their selected day as the personal holiday if:
- (a) The employee has given at least fourteen (14) calendar days' written notice to his or her supervisor, or has received the supervisor's approval for a shorter notice period. The number of employees choosing a specific day off does not interfere with University operations or require the University to incur overtime.
- 28.7.3 Personal holidays may not be carried over to the next calendar year.
- 28.7.4 Part or all of a personal holiday may be donated to another employee for shared leave as provided in Article 31. Any remaining portions of a personal holiday must be taken as one (1) absence.
- 28.8 Personal Leave Day. An employee may choose one workday as a personal leave day during each calendar year if the employee has been continuously employed by the University for more than four (4) months.
- 28.8.1 Full-time employees will receive eight (8) hours off for a personal leave day. Part-time employees will receive hours off on the same prorated basis that their monthly schedule bears to full-time employment.
- 28.8.2 Employees will be permitted to take their selected day as the personal leave day if:
- (a) The employee has given at least fourteen (14) calendar days' written notice to his or her supervisor, or has received the supervisor's approval for a shorter notice period.
 - (b) The number of employees choosing a specific day off does not interfere with University operations or require the University to incur overtime.
- 28.8.3 Personal leave days may not be carried over to the next calendar year.

ARTICLE 29 – VACATION

29.1 Vacation Accrual.

- 29.1.1 Full-time employees will accrue vacation at the rates set forth below. Part-time employees will accrue vacation on a prorated basis.

During Years of Continuous
Employment

Monthly Accrual Rate

1	8 hours
2	8 hours, 40 minutes
3	9 hours, 20 minutes
4	9 hours, 20 minutes

During Years of Total State
Employment

Monthly Accrual Rate

5	10 hours
6	10 hours
7	10 11 hours
8	10 11 hours
9	10 11 hours
10	10 11 hours, 40 20 minutes
11	11 hours, 20 minutes
12	12 hours
13	12 hours, 40 minutes
14	13 hours, 20 minutes
15	14 hours
16+	14 hours, 40 minutes

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

29.1.3 For purposes of this Section, an employee’s state employment includes employment with any department, agency or institution of the state, excluding employment in the legislative or judicial branches, and employment in a temporary or student position not governed by civil service.

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

29.3 Use and Scheduling of Vacation.

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

- 29.3.2 Except as provided in Section 29.3.5, vacation leave must be scheduled with the advance approval of the employee's supervisor. Vacation leave will be granted for the time requested by the employee; provided that the needs of the University department will not be substantially impaired. If the nature of the work makes it necessary to limit the number of employees on leave at the same time, the employee(s) with the greatest seniority will be given her/his choice of available vacation periods. Supervisors will promptly approve or deny requests for vacation but in no case more than seven (7) days following the request. Upon request, written reasons will be promptly provided to the employee if the requested vacation is denied.
- 29.3.3 Employees who desire to take their annual leave at a specific period in time will submit to the immediate supervisor, in writing, their request prior to April 1 for the following fiscal year. The immediate supervisor will compile and publish a list made up of these requests by May 1. Employees on said list will have priority, regardless of their seniority, over subsequent requests.
- 29.3.4 Once approved, an employee's vacation will not be cancelled absent emergency or other unplanned/unforeseen situations affecting department staffing needs.
- 29.3.5 At their election, employees may use vacation in place of or in addition to sick leave for any of the purposes described in Sections 30.2.3 and 30.2.4. Employees using vacation for this purpose are expected to provide their supervisor notice of their absence as described in Section 30.4.
- 29.3.6 Employees' accrued vacation balances will be charged for the actual time of any vacation used.
- 29.4 Transfer of Vacation.
 - 29.4.1 Employees who move to another position at the University will not lose any accrued vacation as a result of the transfer or promotion. Such employees will be notified at the time of their appointment to the new position about any conflicts between any vacation they have pre-scheduled and the work schedule in their new area.
 - 29.4.2 Employees who transfer from the University to another state agency or state institution without a break in service will transfer their accrued but unused vacation to their new employer.
- 29.5 Cash Out of Vacation. Except for employees who elect to transfer vacation as provided in Section 29.4, upon termination employees will be paid for their accrued but unused vacation hours at a rate calculated in accord with Office of Financial Management guidelines; provided that in no event will the rate used for

vacation cashouts be less than the employee's regular rate of pay. In the event of a voluntary resignation, employees will receive pay for their accrued but unused vacation if they have provided or offered to provide at least two (2) weeks written notice. An employee providing less than two (2) weeks written notice will have deducted from any vacation cash out the difference between the amount of notice given and two (2) weeks.

ARTICLE 30 – SICK LEAVE

- 30.1 Sick Leave Accrual. Full-time employees will accrue sick leave at the rate of eight (8) hours for each completed calendar month of active service; provided that an employee does not have more than ten (10) days leave without pay in that month. Part-time employees will accrue sick leave on a prorated basis. Employees may accrue an unlimited amount of sick leave.
- 30.2 Use of Accrued Sick Leave. Employees' accrued sick leave balances will be charged for the actual time of any sick leave used. Accrued sick leave may be used only for:
- 30.2.1 The employee's own illness, injury or disability (including disability due to pregnancy or childbirth);
 - 30.2.2 A period of quarantine following the exposure to a contagious disease during the period when attendance on duty would jeopardize the health of others;
 - 30.2.3 The need to care for a child under eighteen (18) years of age, or an older child incapable of self-care, with a health condition requiring treatment or supervision;
 - 30.2.4 The need to care for the employee's spouse, parent, parent-in-law or grandparent with a serious health condition or emergency condition;
 - 30.2.5 Medical, dental or optical appointments for the employee or other family member where the employee's presence is required, if arranged in advance with the employee's supervisor whenever possible;
 - 30.2.6 Bereavement leave in addition to leave provided by Section 32.4, or in circumstances not covered by Section 32.4, if such use is approved in advance by the employee's supervisor; and
 - 30.2.7 Other circumstances if authorized by the University's chief human resources officer.
- 30.3 Sick Leave Conditions During Vacations. When a condition identified in Section 30.2 arises while an employee is on vacation leave, the employee will be permitted upon request to use accrued sick leave in lieu of the approved vacation leave.

- 30.4 Sick Leave Reporting and Verification. Employees must notify their supervisor (or designee) as soon as reasonably possible when they will be absent due to illness or injury. If an employee is in a position where a relief replacement is necessary if they are absent, he or she will notify their supervisor at least two (2) hours prior to their scheduled time to report to work, whenever possible. The University may require a written medical certificate for absences of three (3) or more consecutive days or where there is reason to suspect sick leave abuse.
- 30.4.1 Employees who are required to provide written verification for a particular absence will receive a verbal or written notice memorializing that fact and informing them of the reason for the requirement before returning to work.
- 30.4.2 Employees who are required to provide written verification for sick leave on an ongoing basis will be notified in writing of that fact, the reasons for it, and the end date for the period of required verification. Absent an ongoing concern with suspected sick leave abuse, employees will not be required to verify sick leave for more than three (3) consecutive months. The supervisor may extend the verification for an additional three (3) consecutive months at the supervisor's discretion if attendance has not improved.

~~30.5 — Fitness for Duty Exams~~

- ~~30.5.1 — Employees are responsible for reporting to work fit to perform their jobs.~~
- ~~(a) — When the University has a documented reason based on the employee's performance as defined by the job description, essential functions and performance expectations to believe that an employee is reporting to work in an unfit physical, mental or emotional condition an employee may be required to undergo examination by a University selected medical professional for purposes of evaluating his/her fitness for duty. The employee will be provided with written documentation outlining the basis upon which the exam is being required.~~
- ~~(b) — If an employee is required to undergo examination or testing on work time, he/she shall not suffer a loss in pay. The employee will be placed on administrative leave with pay from the time the determination is made that an examination is required until the results are received and reviewed.~~
- ~~(c) — If the employee is found to be unfit for duty he/she will be immediately placed on a medical leave of absence. Should the employee wish to challenge the employer's fitness for duty examine, he/she may submit medical documentation to the~~

~~employer of their fitness for duty. If a third opinion is deemed necessary, the costs shall be the responsibility of the employer. For third opinions, the parties will agree on a third opinion medical provider to ensure that an evaluation is completed by an appropriate physician or psychologist. All requests for a Fitness for Duty evaluation will be reviewed and approved or denied by the Director of Human Resources, Rights and Risk or designee prior to sending an employee for an evaluation. All information will be handled in accordance with Article 15.5 and will not be placed in the employee's personnel file.~~

~~30.630.5~~ Return to Duty Verification. An employee returning to work after a serious health condition under the FMLA, obtaining emergency or urgent care, or sick leave absence of ~~three (3)~~five (5) or more consecutive days may be required to provide written certification from his or her health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation. Employees required to provide a return to duty release will receive verbal or written notice before returning to work memorializing that fact. The return to duty release must be received by the University before the employee returns to work.

~~30.730.6~~ Annual Sick Leave Cashout. In January following any year in which an employee reaches a minimum accrual of four hundred eighty (480) hours of sick leave, the employee may receive cash at the employee's straight time rate for any unused sick leave hours accrued during the prior calendar year; provided that employees will not be permitted to reduce their sick leave balances below four hundred eighty (480) hours through sick leave cash out. Sick leave will be cashed out at a rate of one (1) hour's pay for each four (4) hours of sick leave. Hours cashed out will be deducted from employees' sick leave balance.

~~30.830.7~~ Cash Out. Upon retirement or death, an employee or his or her estate will receive cash at the employee's straight-time hourly rate for all sick leave hours. Sick leave will be cashed out at a rate of one (1) hour's pay for each four (4) hours of sick leave. In lieu of a cash payout for sick leave at retirement as provided by this section, an employee will receive the amount of any such payout in the form of a contribution to a medical reimbursement plan if the employee is eligible to participate in such a plan at the time of his or her retirement.

~~30.930.8~~ Reemployment of University Employees. Former University employees who are reemployed within three (3) years of separation will have their former sick leave balance restored for use as provided in this agreement; provided that this provision will not apply to employees whose accrued sick leave was cashed out upon retirement as provided in Section 30.6.

ARTICLE 31 – SHARED LEAVE

31.1 Availability of Shared Leave. As permitted by RCW 41.04.650 - 41.04.670 and by this Article, employees may donate accrued vacation leave, sick leave or

personal holidays to other state employees who have exhausted or are about to exhaust their own paid leave, and who have been called to military service; suffer from an extraordinary or severe injury, illness or impairment; or who have a relative or household member who is suffering from an extraordinary or severe illness, injury, or impairment; who have volunteered and been accepted into emergency volunteer service in response to a declaration of a state of emergency within the United States; or is a victim of domestic violence, sexual assault or stalking. For purposes of this article, the term relative includes the employee's spouse, child, stepchild, grandparent or parent; the term household member means persons residing in the employee's home who share reciprocal duties of care and financial support with the employee. The donation and use of Shared Leave will be governed by the latest iteration of the RCW and administered by the University's Shared Leave Policy.

~~31.2 — Leave Donation. An employee may donate vacation leave, sick leave, or personal holiday to another employee under the following conditions:~~

~~31.2.1 — The employee's request to donate leave will not cause his/her vacation leave balance to fall below eighty (80) hours.~~

~~31.2.2 — The employee's request to donate leave will not cause his/her sick leave balance to fall below one hundred seventy six (176) hours.~~

~~31.2.3 — The employee may not donate excess vacation leave that he or she would lose due to an approaching anniversary date.~~

~~31.2.4 — Leave donations must be in one (1) hour increments, with a minimum of four (4) hours.~~

~~31.3 — No Coercion. No employee may be intimidated, threatened, or coerced into donating leave.~~

~~31.4 — Shared Leave Use. Employees may receive and use donated leave as follows:~~

~~31.4.1 — The University will determine the total amount of leave an employee may receive through shared leave; provided that absent extraordinary circumstances, no employee will receive more than five hundred twenty two (522) days of shared leave (with a maximum of eight (8) hours of sick leave for each day).~~

~~31.4.2 — Employees requesting shared leave due to their own, a relative's or a household member's extraordinary or severe illness, injury or impairment will submit with their request a medical certificate from a licensed physician or health care practitioner verifying the employee's required absence, describing the medical problem, and identifying the expected date the employee will be able to return to work.~~

~~31.4.3 — Employees requesting shared leave because of a call to military service must submit with their request a copy of the military orders verifying~~

~~the employee's required absence.~~

~~31.4.4 — Employees will not be eligible for shared leave if they have been approved to receive Workers' Compensation.~~

~~31.5 — Unused Leave. If the University determines that an employee will not need donated leave, such leave will be returned to donors.~~

ARTICLE 32 – ADDITIONAL REASONS FOR LEAVE

- 32.1 Family Medical Leave. Family Medical Leave will be administered according to the University's Family and Medical Leave policy. In the event that the benefits or requirements of state or federal law in effect at the time of a request for Family Medical Leave are more generous to employees than the University's policy, the University will comply with applicable law.
- 32.2 Parental Leave. Employees may request parental leave for up to four (4) months, including any period of Family Medical Leave pursuant to Section 32.1, for the birth of the employee's child or the placement with the employee of an adopted or foster child. Parental leave, as defined by RCW 49.78, must be taken within one (1) year following the child's birth or placement. Employees may, at their choice, use compensatory time, vacation leave, personal holiday and unpaid leave in any combination during parental leave. During any period of parental leave not covered by Family Medical Leave, an employee who uses less than eight (8) hours of paid leave during a month may continue his or her health insurance coverage by paying the full premium cost for that insurance. The University may deny a request for parental leave beyond any period of Family Medical Leave based on operational necessity. A response to the leave request will be provided to the employee within fourteen (14) calendar days.
- 32.3 Leave for Child Care Emergencies. Employees who must miss work due to unforeseen child care emergencies may charge their absence to any accrued paid leave or to unpaid leave; provided that accrued compensatory time must be used before any other paid or unpaid leave. Employees may use no more than three (3) days per calendar year of their accrued sick leave and vacation leave, and may take no more than three (3) days of unpaid leave per calendar year, for child care emergencies. Employees using leave due to child care emergencies are not required to obtain advance approval prior to using leave, but must notify their supervisors of their absence as soon as reasonably possible and no later than the start of their scheduled shift.
- 32.4 Bereavement Leave. Employees will be granted three (3) days of paid bereavement leave for the death of the employee's spouse, child, parent, parent-in-law, sibling, grandparent, grandchild or household member (as defined in Article 31 – Shared Leave).
- 32.5 Jury and Witness Leave. Employees subpoenaed to appear for jury service or as a witness will receive pay at their regular rate of pay for work hours missed because

of their required service. Employees must notify their supervisors upon receipt of a subpoena for jury or witness duty, keep their supervisors apprised of the schedule for their jury or witness duties, and report to work when the court schedule permits. ~~Any compensation paid to an employee for jury or witness service, other than reimbursement for expenses, must be paid to the University.~~

32.6 Military Leave.

32.6.1 Paid Leave.

- (a) Employees will be entitled to military leave with pay not to exceed twenty-one (21) working days during each year, beginning October 1st and ending the following September 30th, in order to report for active duty, when called, or to take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty in the Washington National Guard or the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States or any organized reserve or armed forces of the United States. Such leave will be in addition to any vacation and sick leave to which an employee is entitled and will not result in any reduction of benefits, performance ratings, privileges or pay. During paid military leave, the employee will receive his or her normal base pay.
- (b) Employees required to appear during working hours for a physical examination to determine physical fitness for military service will receive full pay for the time required to complete the examination.

32.6.2 Unpaid Leave. In addition to paid military leave provided by this section, employees will be granted a military leave of absence without pay for service in the armed forces of the United States or the State of Washington, or in connection with the military deployment of a spouse during a period of military conflict, to the extent required by applicable state and federal law.

32.7 Leave Requests. Unless prohibited by military necessity, employees must provide the University with a copy of their orders at the time they request military leave. Requests for military leave will be made as soon as reasonably practical after the employee learns of the need for such leave.

32.8 Inclement Weather. If a work location remains fully operational but an employee is unable to report to work, must report to work late, or is unable to remain at work because of severe inclement weather, or conditions caused by severe inclement weather, the employee may use accrued compensatory time, personal holiday time or vacation leave, or take unpaid leave for the period of his or her absence.

32.9 Suspended Operations. The decision to suspend part or all of the University's operations because of emergency or other circumstances jeopardizing public health, safety or property, and the consequences of that decision on affected employees, will be governed by the University's Suspended Operations Policy. The Employer will distribute a campus wide e-mail for classified staff from Human Resources following suspended operations detailing how the suspension will be handled regarding time, leave, pay and make-up time.

~~32.10 Holidays for reasons of Faith or Conscience. Employees will be entitled to 2-unpaid holidays per calendar year for faith or conscience as authorized by state law. Faith or conscience holidays will be governed by the University's Holiday's and Leave Policy.~~

ARTICLE 33 – LEAVE OF ABSENCE

33.1 Purposes. In addition to the circumstances specified elsewhere in this Agreement, the University may approve a leave of absence for the following reasons:

- 33.1.1 To accommodate an employee's illness, disability, or injury;
- 33.1.2 To permit an employee to complete an educational program;
- 33.1.3 To permit an employee to serve in the Peace Corps, U.S. Public Health Service or public elected office; and
- 33.1.4 Other circumstances, if approved by a Vice President.

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

- 33.2.1 The employee must have successfully completed the probationary period prior to requesting a leave of absence;
- 33.2.2 The employee must have a bona fide intention of returning to work following the leave;
- 33.2.3 A non-medical leave of absence must not, in the discretion of the University, interfere with operational necessity.
- 33.2.4 A leave of absence because of an employee's illness, injury or disability will not be granted until the employee has exhausted any available Family Medical Leave; and
- 33.2.5 Except for leaves of absence approved to permit an employee to complete an educational program, leaves of absence may not exceed

twelve (12) months within a five (5) year period.

- 33.3 Use of Paid Leave. The employee on an approved leave of absence must exhaust all available paid leave, including compensatory time, sick leave (if available for the purpose of the employee's leave), vacation leave, and personal holiday time before taking unpaid leave; provided that an employee granted a leave of absence because of the employee's own disability may use up to thirty-two (32) hours of paid leave at a rate of eight (8) hours per month to remain eligible for paid health insurance.
- 33.4 Cancellation of Leave of Absence. The University may cancel a leave of absence if it establishes that the employee is using the leave for purposes other than those specified at the time of approval, or where there are exigent circumstances requiring the employee's return to work. The University will provide written notice to the employee that a leave of absence has been cancelled, which will set a date for the employee's return to work. Unless otherwise agreed, the employee's failure to return to work on the date prescribed will be considered job abandonment. The University will pay the expense for an independent medical exam to determine an employee's ability to return to work, if earlier than the date prescribed.
- 33.5 Benefits During Leave. An employee on a leave of absence who uses less than eight (8) hours of paid leave during a month is responsible for paying the entire premium cost (both the University and employee shares) of his or her health insurance during an approved leave of absence.
- 33.6 Reinstatement. Employees returning to work following an approved leave of absence will be returned to the position they held prior to the leave of absence or to another position in the same classification; provided that in the event the employee's position is eliminated during the time the employee is on leave, he or she will be notified and provided a time period in which to exercise any rights available pursuant to Article 38 – Reduction in Force.

ARTICLE 34 – OPEN POSITIONS

- 34.1 Opportunities for Internal Applicants. The University recognizes the importance of creating and maintaining opportunities for career advancement for qualified employees. When a bargaining unit position becomes available that the University intends to fill, the University will give priority consideration as provided in this article to qualified classified employees who have applied to transfer, promote or demote into the position. If the University elects to leave an open position unfilled, the University will notify the Union of that fact.
- 34.2 Posting of Vacant Positions.
- 34.2.1 Vacant positions will be posted for a period of at least seven (7) calendar days, during which time internal and external applicants may apply. The posting will include, at a minimum, a description of the work to be performed, the requirements of the position, the rate of pay

and the shift.

- 34.2.2 The University will post open positions on its website. Upon written request, employees interested in receiving notice of newly-posted positions will receive email notification of all new postings.
- 34.2.3 Registers created for each open position will be maintained for twelve (12) months.
- 34.3 Posting of Jobs. The University shall have the ability to create an internal only job announcement from which only current University employees will be rated for qualifications. The posting of a position for internal candidate applications will be considered by the appropriate supervisor prior to requesting a job announcement posting that would allow both internal as well as external candidates to apply.

ARTICLE 35 – PROBATION AND TRIAL SERVICE

- 35.1 Probationary Period. Upon each employee’s initial appointment into a classified position at the University, the employee will serve a probationary period which allows both the University and the employee to consider the employee’s suitability for the position in light of actual job experience.
 - 35.1.1 The probationary period for employees hired into classifications other than campus police officer will be six (6) months. The probationary period for campus police officers will extend for twelve (12) months following the successful completion of the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy. In the event the employee is on leave without pay and/or shared leave for more than ten (10) working days during the probationary period, the period will be extended by the cumulative total of any such leave. In addition, the probationary period may be extended by up to six (6) months by mutual agreement between the University and the Union. An employee who changes positions before successfully completing the probationary period will be required to serve the required probationary period in his/her new position.
 - 35.1.2 During the probationary period, an employee serves “at will” and may be terminated or disciplined without notice and without recourse to the grievance procedure.
- 35.2 Trial Service.
 - 35.2.1 Employees who have successfully completed a probationary period will serve a trial service period of six (6) months when they request and are selected for a:
 - (a) Promotion;

- (b) Transfer to a position in a new bargaining unit; or
- (c) Lateral move or voluntary demotion to a classification in which they have not previously held permanent status.

In the event the employee is on leave without pay and/or shared leave for more than ten (10) working days during the trial service period, the period will be extended by the cumulative total of any such leave. An employee whose position is reallocated to a higher job classification based on a determination that the employee has been performing the job duties of the higher classification will not be required to serve a trial service period.

35.2.2 If, during the trial service period, the University determines that an employee is not succeeding in a new position, the employee will be reverted to an authorized vacant position in a classification in which the employee most recently held regular, cyclic or project status and for which the employee still meets the minimum qualifications. In the event that no such vacant position exists, the employee will be offered the layoff rights provided in Section 38.3. The University may displace an employee from his/her existing position to the extent required to give effect to reversion rights of those employees who have not successfully completed a trial service period (including a trial service period in another bargaining unit).

35.2.3 The University's determination that an employee has not succeeded in a position during a trial service period may not be challenged through the grievance procedure.

35.3 Layoff of Displaced Employees. An employee displaced by an employee exercising reversion rights will be provided with his/her layoff rights in accord with Article 38.

ARTICLE 36 – PERFORMANCE EVALUATIONS

36.1 Purpose. The purpose of employee performance evaluation is to develop and maintain communication between the employee and his or her supervisor. This communication is intended to achieve a mutual understanding of past performance and an agreement concerning the focus and objectives for future performance.

36.2 Frequency of Evaluations.

36.2.1 Employee work performance will be evaluated during probationary and trial service periods and annually thereafter. If the supervisor identifies a performance concern during the evaluation period, the supervisor may provide feedback. The supervisor will provide written documentation to the employee with a copy kept in the supervisor's working file.

- 36.2.2 Unless otherwise agreed, the employee who has successfully completed his or her probation or trial service period will be evaluated annually within thirty (30) calendar days of their anniversary date. In the event that an employee's evaluation is not completed within this timeframe, the employee's performance will be considered satisfactory for the prior review period. In the event an employee is absent on the 30th day of the performance evaluation period, the deadline will be extended on a day for day basis.
- 36.3 Evaluation Process.
- 36.3.1 At the time of hire into a new position, an employee will be provided with a copy of his or her job description, class specification, performance expectations and performance rating factors.
- 36.3.2 At the time of hire and annually thereafter during the employee's annual review, the immediate supervisor will discuss with the employee job duties and performance expectations for the coming review period. The employee will be notified of any modifications to the job duties or performance expectations made during the review period.
- 36.3.3 As part of the performance evaluation process, employees will be provided with a written performance evaluation in a form selected by the University, which will include a signature line for the employee to acknowledge receipt of the evaluation and a space to record the employee's comments regarding the evaluation. The employee's supervisor will meet with the employee to discuss the evaluation and the reasons for it. Once completed, the performance evaluation, including the employee's written comments and those of any reviewer in addition to the employee's supervisor, will be copied for the employee and maintained in the employee's personnel file. In the event that an employee does not have sufficient time to submit their comments to the evaluation prior to the 30 day deadline set forth in Article 36.2.2, the employee may request an additional seven (7) days to submit his/her comments to the reviewer. In such case, the review will be copied for the employee and maintained in the employee's personnel file at the expiration of the additional seven (7) day period.
- 36.4 Grievances. The employee may not challenge the content of any performance evaluation through the grievance procedure in Article 40.

ARTICLE 37 – CORRECTIVE ACTION AND DISCIPLINE

- 37.1 Corrective Action. Corrective action is not discipline and is focused on improving the employee's performance, attendance or conduct. Corrective action involves verbal or written communications from the supervisor to the employee

that are designed to assist the employee in correcting the performance, attendance or conduct concern. Non-disciplinary corrective action includes informal discussions, clarification of expectations, performance improvement plans and; coaching and counseling letters. Corrective action does not require compliance with the investigative guidelines. Corrective action may not be challenged through the grievance procedure in Article 40.

- 37.1.1 Informal discussions, clarifications of expectations, and/or performance improvement plans will be documented to the supervisor's working file. Supervisor's documentation may be used for reference in discipline if the performance, attendance or conduct does not improve. Employees will be provided with a copy of the clarification of expectations or performance improvement plans.
- 37.1.2 Changes to expectations and/or coaching and counseling letters will be provided to the employee with a copy to the personnel file. Coaching and counseling letters will be removed from their personnel files as described in Article 15.4.

37.2 Discipline

- 37.2.1 Just Cause. The University will not discipline any employee who has completed the probationary period without just cause.
- 37.2.2 Types of Discipline. Discipline includes written reprimands, reductions in pay, suspensions, demotions, and discharges.

37.3 Employee Privacy. When disciplining an employee, the University will make a reasonable effort to protect the privacy of the employee.

37.4 University Investigations of Suspected Misconduct.

- 37.4.1 The University will not discipline employees based on alleged or suspected employee misconduct without first conducting an appropriate investigation. The University will investigate and dispose of reports of suspected employee misconduct in an orderly and timely fashion. Within thirty (30) working days of the time management suspects that misconduct may have occurred, the University will notify the employee that an investigation has been commenced, and the subject matter of that investigation; provided that this timeline will not require disclosure of an investigation being conducted by law enforcement, the attorney general's office, or another agency with investigative authority. If a complaint against an employee forms the basis for an investigation, the employee will be notified during the investigation of the identity of the accuser unless such disclosure is prohibited by law, would compromise the investigation or would endanger the safety of the accuser.
- 37.4.2 Upon request, an employee has the right to a Union representative at an

investigatory interview called by the University 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. Employees seeking representation are responsible for contacting their representative. If no representative is available, the meeting will be rescheduled.

37.4.3 The role of the Union representative in regard to University-initiated investigations is to provide assistance and counsel to the employee and not interfere with the University's right to conduct the investigation. Every effort will be made to cooperate in the investigation.

37.4.4 Employees placed on an alternate assignment during an investigation will not be prohibited from contacting their Union steward unless there is a conflict of interest, in which case the employee may contact another Union steward. This does not preclude the University from restricting an employee's access to University premises.

37.5 Pre-Disciplinary Notice. Prior to imposing discipline involving a loss of pay or termination of employment, the University will inform the employee in writing of the reasons for the contemplated discipline and an explanation of the evidence. The University will provide the Union with a copy. The employee will be provided an opportunity to respond either at a meeting scheduled by the University, or in writing if the employee prefers. A pre-disciplinary meeting with the University will be considered time worked.

37.6 Notice of Reduction in Pay, Demotion or Suspension. The University will provide an employee with fifteen (15) calendar days written notice prior to the effective date of a reduction in pay, demotion or suspension.

37.7 Grievance of Disciplinary Action. The University has the authority to impose disciplinary action. Employees who have completed probation may challenge disciplinary actions more severe than oral reprimand through the grievance procedure in Article 40.

37.8 Job Abandonment. When an employee has been absent without authorized leave and has failed to contact the University for a period of three (3) consecutive days, the employee is presumed to have abandoned his or her position. The University will make reasonable efforts to contact the employee during this three (3) day period. The University will separate the employee by sending a separation notice by certified mail to the employee's last known address. The employee will have seven (7) days from the date the notice was mailed to petition the University in writing if he or she wishes the University to consider reinstatement. The petition must provide proof that the absence was involuntary or unavoidable. Denial of a request for reinstatement may be challenged through the grievance procedure in Article 40.

ARTICLE 38 – REDUCTION IN FORCE

- 38.1 Purpose and Notice. In the event that the University determines that financial or operational needs require a layoff, the University will identify the specific position(s) affected by the layoff, and will provide a minimum of thirty (30) days notice to the employee(s) holding positions designated for layoff. The notice will identify whether the layoff is caused by financial or operational needs, and will be copied to the Union. During the notice period, the Union may suggest alternatives to the layoff. For purposes of this Article, a reduction in the regularly scheduled hours of a position will be considered a layoff, and will permit an affected employee to exercise the rights identified in Section 38.3 below.
- 38.2 Voluntary Alternatives to a Layoff. As part of its consideration of alternatives to a layoff, the University will consider employee requests to voluntarily reduce hours, transfer, demote or take leave without pay.
- 38.3 Regular and Cyclic Employee and Recall Layoff Rights.
- 38.3.1 Options In Lieu of Layoff. Regular and cyclic employees who have completed their probationary period and who are designated for layoff will be given the option to move to one of the following positions in lieu of layoff, if that position is available:
- (a) Full-time, regular positions in a class(es) in which the employee has held permanent status; or
 - (b) Full-time, regular positions in a lower class(es) in the same series for which the employee is qualified.
- As an alternative to full-time, regular positions, employees may elect to have access to positions that are project, part-time or cyclic by making such a request in writing.
- 38.3.2 Available Positions. A position is available under this section if it is a position for which the employee designated for layoff meets any requirements included in the job description, and the position is vacant or:
- (a) Held by the least senior person in the classification; and
 - (b) Held by an incumbent employee with less seniority than the employee designated for layoff.
- 38.3.3 Notification of Options. Employees will be presented, in writing, with a choice among the three (3) highest paid and available positions into which they may move. Employees will have three (3) working days in which to notify the Human Resources Department of their intent to accept an option in-lieu of layoff or to request placement on the layoff list. Employees who do not accept an option within three (3) working

days will be deemed to have waived all such options, and will be laid off. Following the option period, a written notice of at least fifteen (15) calendar days will be given prior to layoff or action taken in-lieu of layoff.

38.3.4 Regular and Cyclic employees who are scheduled for layoff, have been laid off, or have accepted another appointment in lieu of layoff will be placed on layoff lists for regular, cyclic or project positions for the class(es) in which they have held permanent status and all lower classifications in these class series.

38.4 Project Employee Layoff and Recall Rights.

38.4.1 Project employees designated for layoff will have layoff rights within their project. Options available within the project will be determined using the procedure outlined in Section 38.3.

38.4.2 Project employees who are scheduled for layoff, have been laid off, or have accepted another appointment in lieu of layoff will be placed on layoff lists for project positions for the class(es) in which they have held permanent status and all lower classifications in these class series.

38.4.3 Employees who have successfully completed probation in a regular or cyclic position and who accept employment in a project position without a break in service will have the layoff rights associated with the position they held immediately prior to accepting project employment.

38.5 Layoff Lists. The University will maintain one set of layoff lists for regular/cyclic positions and a second set of layoff lists for project employees. Layoff lists will be University wide, by class, with employees ranked according to seniority. The University will provide the Union with an updated copy of the regular/cyclic and project layoff lists at the end of each calendar year or as requested.

38.6 Return from Layoff. No open position in a job classification will be posted by the University, and no temporary position in a job classification will be filled, until all employees on the layoff list for that classification have been offered reemployment in the open or temporary position. The term of eligibility for each name on the layoff list will be two (2) years from the date the employee's name is placed on the layoff list, with an extension of an additional year upon written request of the eligible employee. Employees who have accepted a position in lieu of layoff, or are returned to a position following layoff, will be removed from the layoff lists for the classification in which they accept a position and all lower classifications. An offer of reemployment into the employee's previous job classification will be made in writing and sent by certified mail or, if requested by the employee, email. Employees are responsible for notifying the Human Resources Department of any changes to their mail or if applicable, email addresses.

38.7 Benefits Following Recall.

38.7.1 Salary. An employee appointed from a layoff list will assume the salary step held at the time of layoff if he or she is returned to the same class occupied immediately prior to layoff unless this represents a salary reduction for the employee. If an employee accepts a layoff list option the employee's salary at the time of layoff will be retained provided it does not exceed the top step of the classification.

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

38.7.3 Increment Date. An employee appointed from a layoff list will have their periodic increment date extended by an amount of time equal to the period of layoff in order to give credit for time served in a salary step prior to layoff.

ARTICLE 39 – SENIORITY

39.1 Seniority Date. Seniority will be based on the employee's date of hire for his or her most recent period of continuous state employment.

39.2 Adjustment of Seniority Dates.

39.2.1 Veterans Preference. Employees who have completed probation and who are veterans or the unmarried widows/widowers of veterans will have added to their seniority their total active military service (or that of their deceased spouse), not to exceed (5) years. For purposes of this article, the term "veteran" means any person who has one (1) or more years of active military service in any branch of the armed forces of the United States or who has less than one (1) year's service and is discharged with a disability incurred in the line of duty or is discharged at the convenience of the government and who, upon termination of such service, has received an honorable discharge, a discharge for physical reasons with an honorable record, or a release from active military service with evidence of service other than that for which an undesirable, bad conduct, or dishonorable discharge is given.

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

- (a) Cyclic employees will not have their seniority dates adjusted because of their regularly scheduled period(s) of unpaid leave.
- (b) Employees who are receiving time loss benefits through workers' compensation, and who are not augmenting those time

loss benefits through use of other paid leave, will not have their seniority date adjusted unless their time in such status exceeds six (6) months.

- 39.2.3 Employees will maintain their seniority date during a period of unpaid military leave as required by applicable law.
- 39.2.4 Layoff. Time spent in layoff status will not be considered a break in service if the employee is recalled to work from a layoff list. Upon recall from a layoff list, an employee's seniority date will be adjusted by the period of time the employee spent in layoff status.
- 39.2.5 Exempt Appointments. Time spent by employees working in exempt positions will not be considered a break in service. In the event that an employee returns to a bargaining unit position, the employee's seniority date will be adjusted by the period of time the employee spent in an exempt position(s).

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

ARTICLE 40 – GRIEVANCE PROCEDURE

- 40.1 Purpose. The Union and the University encourage problem resolution between employees and management, and are committed to resolving disputes at the earliest opportunity and at the lowest level possible.
- 40.2 Definition of Grievance. A grievance is a dispute between the University and the Union, on its own behalf or on behalf of an employee or group of employees, over an alleged violation, misinterpretation or misapplication of an express term or provision of this Agreement.
- 40.3 Time Limits.
 - 40.3.1 Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the Union, on behalf of the employee(s), fails to act or respond within the specified time limits, the grievance will be considered waived. If the University fails to respond within the specified time limits, the grievance will proceed to the next step of the grievance procedure.
 - 40.3.2 The day after the event, act or omission will be the first day of a timeline under this article. In the event a time limit under this Article ends on a weekend or holiday, the deadline will automatically be extended to the following University business day.

- 40.3.3 Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day called for under an applicable time limit.
- 40.4 Submission of Grievances and Responses. All grievances and requests for arbitration must be submitted to the University's chief human resources officer or designee, by fax, hard copy, and/or electronic mail, who will be responsible for distributing the grievance or request to the appropriate University representative for response. All University responses will be submitted to the Union's Spokane business office by hard copy or fax.
- 40.5 Employee Representation. 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 each step of the grievance procedure and at any meetings scheduled to discuss a grievance. The Union has the right in each step of a grievance to designate the person who will represent the employee on behalf of the Union.
- 40.6 Informal Resolution. Employees are encouraged to attempt to resolve complaints through informal discussion with their supervisors prior to filing a grievance.
- 40.7 Step 1. Regardless of the status of any informal discussion regarding a grievance, the Union, on behalf of the aggrieved employee(s), will submit the grievance in writing to the Human Resources Office within twenty-eight (28) calendar days of the day the employee or Union knew or reasonably should have known of the events giving rise to the grievance. Unless mutually agreed otherwise, following the submission of the grievance at step one the Union, grievant(s) and the appropriate University representatives will meet to clarify the issues raised in the written grievance and/or to explore options for resolving the grievance. The written statement will include the facts giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. The appropriate Administrative Head or designee will respond to the grievance in writing within fourteen (14) calendar days of its receipt.
- 40.8 Step 2. Should Step One fail to resolve the grievance, within fourteen (14) calendar days following its receipt of the Administrative Head's or designee's response, the Union will submit the written grievance to the Human Resources Office for consideration by the appropriate Vice President, the Provost or the President, depending on the employee's chain of command, or the officer's designee. The appropriate officer or designee will respond in writing to the grievance within fourteen (14) calendar days following its receipt. Unless mutually agreed otherwise, following submission of the grievance at Step Two, the Union, grievant(s) and the appropriate University representatives will meet to discuss the issues raised in the original grievance and/or to explore options for resolving the grievance.
- 40.9 Step 3. Should Step Two fail to resolve the grievance, the Union will submit a

written request to the University to arbitrate the grievance within fourteen (14) calendar days after its receipt of the officer's or designee's response.

40.10 Pre-Arbitration Review. Within fourteen (14) calendar days of the receipt of the arbitration demand, the University will discuss with the Union whether the parties wish to meet to review and attempt to settle the dispute. If the parties do not agree to conduct such a meeting, the University will confirm that fact in writing to the Union.

40.11 Arbitrator Selection.

40.11.1 Within thirty (30) calendar days following a pre-arbitration review meeting or the Union's receipt of written notice that no meeting will take place, the Union may request a list of eleven (11) arbitrators from the American Arbitration Association ("AAA"). The list will be limited to arbitrators from Washington and/or Oregon.

40.11.2 Within fourteen (14) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives will meet to select an arbitrator. The parties will each strike five arbitrators from the list in an alternating order, and the remaining arbitrator will hear the dispute. The party exercising the first strike will be the loser of a flip of a coin.

40.12 Rules Governing Arbitration.

40.12.1 Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance will be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within fourteen (14) calendar days following receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Section 40.11 to select an arbitrator to rule on the merits of the grievance.

40.12.2 The arbitrator will:

- (a) Be limited to interpreting and applying the terms of this Agreement, and will have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
- (b) Be limited in his or her 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 its

staffing levels or to direct staff to work overtime.

- 40.12.3 Arbitrations will take place in accord with the Labor Arbitration Rules of AAA unless the parties agree otherwise in writing. The arbitrator will have the authority to require the presence of employees and/or documents.
- 40.12.4 The arbitrator will issue a written decision to the parties within thirty (30) calendar days of the close of the hearing or the submission of post-hearing briefs, whichever is later. The decision will be final, conclusive and binding on the University, the Union and the employees; provided that the decision does not include action by the arbitrator beyond his or her jurisdiction.
- 40.12.5 Arbitration Costs.
- (a) The expenses and fees of the arbitrator and the cost (if any) of the hearing room will be shared equally by the parties.
 - (b) 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 and/or cancellations will be shared equally by the parties.
 - (c) If either party desires a record of the arbitration, a court reporter may be used. 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.
 - (d) Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of its case. 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 he or she appears during his or her work time; provided the testimony given is relevant and related to his or her job function or involves matters he or she has witnessed. 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 its representatives.
- 40.13 Documents Relating to Grievances. Documents related to the processing of a grievance will be maintained and filed separately from the personnel files of the employee(s). Documents relating to disciplinary actions that are later reversed will be removed from the employee's personnel file and any other related files

within fourteen (14) calendar days and destroyed or given the employee.

ARTICLE 41 – UNION ACTIVITIES

41.1 Officers and Stewards. The Union will furnish to the University an up-to-date list of officers and stewards and their work locations at least annually with changes as they occur. The University will not recognize any officer or steward whose name does not appear on the list.

41.2 Union Access. Union staff representatives and bargaining unit stewards will have access to University premises at reasonable times and with reasonable advance notice to the appropriate administrator. Such visits will be conducted in a manner that will not be disruptive to University operations or interrupt employees' work time.

41.3 Stewards as Representatives.

41.3.1 Stewards, as part of their representational responsibilities, may participate in the resolution of bargaining unit employees' grievances and concerns. Stewards are authorized to investigate and process grievances and carry out representational responsibilities as representatives of the Union for the bargaining unit.

41.3.2 Employee(s) will have the right to request and to have a representative present during investigatory interviews (as provided in Section 37.4), meetings regarding disciplinary ~~or corrective~~ action, meetings regarding grievances, and conferences/discussions with management to discuss the employee's concerns. Management will either grant the request for Union representation or terminate the meeting, conference, or discussion.

41.4 Release Time.

41.4.1 Release Time for Representational Activities. Officers and stewards will be released during work hours without loss of pay for reasonable periods of time to perform representational activities as provided in this article; provided that in the event a steward uses more than sixteen (16) hours of release time in any calendar month, the University may contact the Union to discuss the cause of the release time and a method for reducing the amount of release time.

41.4.2 Release Time for Collective Bargaining. Up to six (6) members, no more than five (5) of whom work in the same bargaining unit, will be released during work hours without loss of pay to participate in the Union's bargaining team during collective bargaining for a successor to this Agreement; provided that such release time will be limited to time spent meeting with the University's bargaining team and will not be used for bargaining preparation. The Union will provide the University

with the names of employees receiving release time prior to the end of each session.

41.4.3 Notification and Reporting of Release Time. Union officers, stewards and negotiating team members must notify their supervisors before performing any representational activities that will take them away from work for a period of longer than fifteen (15) minutes, and all release time must be recorded on the employee's time sheet. Supervisors may deny a request for release time and/or request that the employee seek a delay of the meeting for which release time is sought if the employee's presence is necessary to complete a time-sensitive assignment. The University and the Union agree to develop a handout to assist employees in identifying what activities should be recorded as release time and how to correctly record the time on the electronic timesheet.

41.4.4 Communications with Employees. Absent prior approval from their supervisors, employees who wish to discuss a matter with a Union officer or steward in a manner that will require more than de minimis time away from work are expected to do so during break time, a meal period, or outside of work hours. Union officers and stewards are expected to remind employees of this obligation.

41.5 Attendance at Board Meetings. The Union will designate an employee representative who will be allowed to attend the regularly scheduled Eastern Washington University Board of Trustees meetings and report on Union issues for both bargaining units consistent with the bylaws of the Board of Trustees. The employee representative participating in such meetings will receive her/his regular salary from the University, and such travel and all other expenses as they may incur for attendance at such meetings will be borne by the Union.\

41.541.6 President Appointed Committee Participation. The President may appoint union representation on certain University committees. The employee representative participating in meetings for which they have been appointed by the President will receive his/her regular salary from the University, and such travel and all other expenses as they may incur for attendance at such meetings will be borne by the Union.

41.641.7 Use of Facilities and Services.

41.6.141.7.1 University space, facilities, and services (e.g., mail, copiers, phones, fax, electronic communications, etc.) may be used by the Union for the purpose of holding meetings and for the conducting of employee representational functions subject to the availability of space, limitations of state law, and established policies and procedures governing the use of University facilities.

41.6.241.7.2 Bulletin Boards. The University will provide six (6) covered, lockable bulletin boards on the Cheney campus and, if approval can be

obtained from Washington State University, one (1) covered, lockable bulletin board on the Riverpoint campus, for use by the Union for Union communication. The Union will designate a staff representative, officer or shop steward who will be responsible for materials posted on the bulletin boards and for keeping the key to the bulletin boards. 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.

~~41.6.3~~41.7.3 The University will continue to provide to the Union the trailer with current amenities. Any changes in location of the trailer and/or space must be negotiated with the Union.

41.741.8 Time Off for Union Activities. Union officers and stewards may be allowed time off without pay to attend Union-sponsored meetings, training sessions, conferences, and conventions; provided that the time off does not interfere with University operating needs. If the absence is approved, the employees may use accumulated compensatory time or vacation leave instead of leave without pay; provided that any accrued compensatory time must be used in advance of vacation leave.

41.841.9 Paid Release Time for University Meetings. Union officers, stewards or other designated employee representatives attending a meeting or function on behalf of the Union at the request of the University will be granted paid release time for such meeting or function.

41.941.10 New Orientation. As part of the new hire orientation process, the University will inform all new employees hired in a position included in the bargaining unit of the Union's exclusive recognition and the rights of the employees as set forth in the Agreement. The University will furnish a copy of the Agreement to all employees in this bargaining unit. The University will allow the Union fifteen (15) minutes during work hours with each new or transferred-in employee to furnish them information and brochures.

ARTICLE 42 – UNION-MANAGEMENT COMMUNICATION COMMITTEE

42.1 Purpose and Scope of Authority. The University and the Union will maintain a Union-Management Communication Committee to provide a forum for communication between the parties and to promote constructive labor-management relations. Committee meetings will be used for discussions only; the committee shall have no authority to conduct any negotiations or modify the provisions of this Agreement. The agenda shall be limited to items that are of a group rather than an individual interest or concern and shall not include individual grievances properly processed under the grievance procedure.

42.2 Informal Resolution of Issues. The parties acknowledge that informal communication about problems or concerns between employees and supervisors, and between the Union and the University play a vital role in maintaining

positive labor relations. Nothing in this Article is intended to discourage employees, supervisors, the Union and the University from discussing issues informally and trying to resolve problems at the lowest level.

- 42.3 Committee Composition. The Union-Management Communication Committee will consist of up to five (5) bargaining unit employees selected by the Union, a Union staff representative, and up to five (5) representatives selected by the University. The Union will provide the University with the names of employee representatives participating in committee meetings at least ten (10) calendar days in advance of the meeting date.
- 42.4 Release Time and Expenses for Committee Meetings. The University will release employee representatives for time spent in committee meetings, and for an additional hour of preparation time immediately prior to a scheduled meeting. Employees attending committee meetings during their scheduled work time shall suffer no loss in pay. Time spent by employees attending committee meetings outside their scheduled work time will not be considered time worked and will not result in additional compensation. The parties are responsible for paying any travel or other expenses incurred by their chosen representatives.
- 42.5 Scheduling of Meetings. Meetings of the Committee will be scheduled quarterly. The Committee may meet more or less frequently as agreed by both parties. Either party may request a meeting of the Union-Management Communication Committee by sending a written request, including a description of the issue(s) to be addressed, to the other party. Requests directed to the University will be submitted to the University's labor relations manager; requests directed to the Union will be submitted to the Union's Spokane business office. Committee meetings will be scheduled at a mutually acceptable time and place. Both parties will provide a written list and description of agenda items at least fourteen (14) calendar days prior to the meeting.
- 42.6 Minutes. The University will designate a person to prepare summary minutes of committee meetings. The content of the summary minutes, which will consist of the issues discussed, the outcome of the discussion, and any agreements reached, will be discussed by the committee at the conclusion of a committee meeting. The final minutes will be provided to all committee members and approved by the committee prior to being posted on the University's labor relations website.

ARTICLE 43 – PRINTING AND POSTING OF AGREEMENT

- 43.1 Printing of Agreement: ~~The University will print seven hundred and fifty (750) copies of this agreement and provide them to the Union.~~ The ~~Union~~ University will distribute copies of this agreement to current employees via campus mail who have not opted out of receiving a hard copy. ~~The University will print sufficient copies of this Agreement for such purposes. Management will provide the Chief Steward with a monthly list of new employees to distribute a copy of the agreement.~~

43.2 Posting of Agreement. The University will make this Agreement available on the University's web site and provide a copy to the Union in both word and pdf an electronic format no later than January 1, 2017.

ARTICLE 44 – NO STRIKE

44.1 No Strikes. Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform his or her official duty.

ARTICLE 45 – SAVINGS CLAUSE

45.1 Partial Invalidity. Should any part of this Agreement or any provision contained herein be determined by a body of competent jurisdiction to be contrary to law, such invalidation of such part or provision will not invalidate the remaining portions hereof and they will remain in full force and effect. The parties will meet to bargain regarding a replacement for any invalidated part or provision.

45.2 Change of Law. If any rights contained in state or federal laws or regulations incorporated into this Agreement by reference are repealed or diminished, the parties will meet to bargain regarding the impact of that reduction or diminution.

ARTICLE 46 – WORKPLACE BEHAVIOR

46.1 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 a university's business, employee wellbeing, or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.

46.2 Inappropriate workplace behavior by employees, supervisors and/or managers is prohibited. 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 pursuant to the Investigation Guidelines.

46.3 Retaliation against employees who make a good faith workplace behavior complaint is prohibited.

46.4 This Article is not subject to the grievance procedure.

ARTICLE 47 – FITNESS FOR DUTY

47.1 Fitness for Duty Exams

1. Employees are responsible for reporting to work fit to perform their jobs.

- (a) When the University has a documented reason based on the employee's performance as defined by the job description, essential functions and performance expectations to believe that an employee is reporting to work in an unfit physical, mental or emotional condition an employee may be required to undergo an examination by a University selected medical professional for purposes of evaluating his/her fitness for duty. The employee will be provided with written documentation outlining the basis upon which the exam is being required.
- (b) Prior to referring an individual for an evaluation for his/her fitness for duty concerns, two persons must document their fitness for duty concerns based on specific, articulable observations or information concerning the appearance, behavior, speech, body odors or performance of the employee. Persons authorized to recommend to Human Resources for a fitness for duty evaluation will receive yearly formal training for such purposes. In the event two persons from the same department are not available, the person being made aware of the fitness for duty concerns will request assistance from another available person. With the approval of a Fitness for Duty test for alcohol or controlled substances by the Chief Human Officer or designee per Section 4 below, the employee will be removed immediately from duty and transported to a medical site by a supervisor. The cost of reasonable suspicion exam, including the employee's salary during the testing process, will be paid by the University. With the approval of a medical or psychological Fitness for Duty examination by the Chief Human Resource or designee per Section 4 below, the employee will be removed from duty pending the results of the fitness for duty examination. The cost of the exam, including the employee's salary during the testing and/or examination will be paid by the University.
- (c) If an employee is required to undergo examination or testing on work time, he/she shall not suffer a loss in pay. The employee will be placed on administrative leave with pay from the time the determination is made that an examination or test is required until the results are received and reviewed.
2. All employees 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 independent test is negative, the employer will reimburse the employee. A positive alcohol or controlled substance test may result in discipline in accordance with Article 12. If any employee tests negative and there are remaining concerns regarding the employee's safety and fitness for duty, the employee will be referred for an additional examination by a medical professional per Section 1(a) above.
3. If the employee is found to be unfit for duty following the medical examination he/she will be immediately placed on a medical leave of absence. Should the employee wish to challenge the employer's fitness for duty examination, he/she may submit medical documentation to the employer of their fitness for duty. If a

third opinion is deemed necessary, the costs shall be the responsibility of the employer. For third opinions, the parties will agree on a third opinion medical provider to ensure that an evaluation is completed by an appropriate physician or psychologist. Employees will execute an appropriate medical release to allow the medical examination report(s) to be shared with the University to determine fitness for duty and/or initiate the reasonable accommodation dialogue if appropriate..

4. All requests for a Fitness for Duty evaluation will be reviewed and approved or denied by the Chief Human Officer or designee prior to sending an employee for an evaluation. All information will be handled in accordance with Article 15.5 and will not be placed in the employee's personnel file.

ARTICLE 486 – TERM OF AGREEMENT

486.1 Effective Date and Term. This Agreement will become effective July 1, 2017~~5~~, and will continue in full force and effect until midnight June 30, 2019~~7~~; provided that in accordance with RCW 41.80.090, if this Agreement expires while negotiations between the parties are underway for a successor agreement, the terms and conditions of this Agreement will remain in effect until the earlier of the date a successor agreement becomes effective or one (1) year from the expiration date.

APPENDIX A – REPRESENTED TEMPORARY EMPLOYEES

Only the language of this Appendix, and the provisions of the Agreement expressly referenced in this Appendix, apply to Represented Temporary Employees and will constitute the entire agreement between the Union and the University regarding Represented Temporary Employees.

1.1 Temporary Positions

The University may hire temporary employees to perform bargaining unit work. Individuals in temporary positions are limited to one thousand fifty (1,050) hours of work, excluding overtime hours, in any twelve (12) consecutive month period from the individual's original date of hire. Temporary employees are considered at-will, and may be terminated by the University without cause or notice.

1.2 Represented Temporary Employees

- A. Effective July 1, 2009, Employees other than students who have worked in temporary positions performing bargaining unit work for more than three hundred fifty (350) hours and less than one thousand fifty (1,050) hours (exclusive of overtime hours) in the preceding 12 consecutive months will be included in the bargaining unit according to Section B below and will be considered Represented Temporary Employees.
- B. Represented Temporary Employees will be covered by the terms of this Appendix beginning the third payroll period following the conclusion of the payroll period in which they have reached three hundred fifty (350) regular hours. Employees who have become Represented Temporary Employees will remain in the bargaining unit during the year following a year in which they worked at least three hundred fifty (350) regular hours. For purposes of this subsection, a year will consist of the twenty-six pay periods starting with the pay period following the anniversary date of the employee's date of hire.

1.3 Compensation for Represented Temporary Employees

- A. Represented Temporary Employees will be paid within one of the three (3) pay levels below, based on the duties typically associated with the position. The classifications identified in the description of each level are illustrative, and not intended to be exclusive:
 - 1. Level 1 – Typically, the majority of the work performed is similar to the following classifications: Custodians, Foodservice, Office Assistants, Program Assistant and Grounds and Nursery Specialist 1 & 2.

Pay Range – Minimum wage - \$17 per hour

2. Level 2 - Typically, the majority of the work performed is similar to the following classifications: Secretary Senior, Program Coordinators, Skilled Trades, Paraprofessionals, and Secretary Lead.

Pay Range - \$13 - \$26 per hour

3. Level 3 - Typically, the majority of the work performed is similar to the following classifications: Police Officers, Information Technology Specialists, and Speech Audiologist.

Pay Range - \$20 - \$41 per hour

- B.** A Represented Temporary Employee's initial placement and any subsequent movement within the assigned range will be at the discretion of the University based on the duties of the position, the training/experience of the employee, and available resources.

1.4 Hours of Work and Overtime

The University will assign the hours of work for Represented Temporary Employees. All hours worked in excess of forty (40) hours in a seven (7) day workweek will be considered overtime. Overtime hours will be compensated at a rate of one and one-half (1-1/2) times the employee's regular rate of pay.

1.5 Other Provisions

The following articles in the Agreement apply to Represented Temporary Employees:

Article 1

Article 2

Article 4

Article 5

Article 7

Article 8

Article 9

Article 11 (except for Section 11.1.1(a), which will not apply to Represented Temporary Employees)

Article 12

Article 16

Article 23

Article 26

Article 42

Article 45

1.6 Grievance Procedure

- A.** For the purposes of this Section, a grievance is defined as an allegation by the Union, on its own behalf or on behalf of one or more Represented Temporary Employee(s), that there has been a violation, misapplication, or misinterpretation, of this Appendix. The University's decision to discipline or terminate a Represented Temporary Employee is not grievable.
- B.** Sections 40.3 through 40.8 of Article 40 – Grievance Procedure, apply to Represented Temporary Employees. The Step 2 procedure described in Section 40.8 will be the final step in any grievances filed under this Section.

APPENDIX B- JULY 1, 2017~~5~~

[To be created.]

APPENDIX C- JULY 1, 201~~8~~6

[To be created.]

| **APPENDIX D – JANUARY 1, 2019**

[To be created.]

APPENDIX **ED**- POLICE PAY



SPOKANE FIELD OFFICE
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AGREEMENT

By and Between

EASTERN WASHINGTON UNIVERSITY

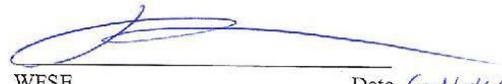
And

THE WASHINGTON FEDERATION OF STATE EMPLOYEES

Following discussions between the parties, Eastern Washington University (EWU) and the Washington Federation of State Employees (WFSE) reached agreement on the following items pertaining solely to recruitment and retention issues within the EWU Police Department.

1. In accordance with Article 19.14.2 of the parties' 2013-2015 Collective Bargaining Agreement, the following classifications will receive special pay of an additional ten (10) ranges:
 - Campus Police Officer
 - Campus Police Corporal
 - Campus Police Sergeant
 - Campus Police Investigator
2. The employee(s) will be placed on the new range at the same step as step on their current range.
3. The parties recognize that this agreement is non-precedent setting and takes effect upon July 1, 2014, the signature of the parties.


 EWU Date 6-11-14


 WFSE Date 6-11-14

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