

COLLECTIVE BARGAINING AGREEMENT

By and Between

CENTRAL WASHINGTON UNIVERSITY



AND

PUBLIC SCHOOL EMPLOYEES OF

WASHINGTON



2021 - 2023

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PREAMBLE

This Agreement is made and entered into by Central Washington University, referred to as the “University”, and the Public School Employees of Washington (PSE), referred to as the “Union”. Classified employees represented by PSE are referred to as “Employees.”

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

To promote constructive attitudes of understanding and cooperation in Union-Management relations;

To promote fair and reasonable working conditions;

To promote efficiency and productivity in the performances of the work and the accomplishment of the University’s programs;

To promote procedures and methods to promptly and fairly adjust differences and misunderstandings between the University and the Union;

To encourage an environment of cooperation, support of the University’s mission and goals, and harmony between PSE, the University and the employee for the benefit of all.

The Preamble will not be subject to the grievance process.

ARTICLE 1 - UNION RECOGNITION

- 1.1 The University recognizes the Union as the sole and exclusive bargaining representative for the employees in the bargaining units certified by the Public Employment Relations Commission.
- 1.2 A listing of the units certified as of July 1, 2021 is included in Appendix A.
- 1.3 If the Public Employment Relations Commission certifies the Union as the exclusive bargaining representative during the term of this Agreement for an RCW 41.80 bargaining unit at the University, the terms of this Agreement will apply.
- 1.4 The University agrees not to enter into any agreement or contract with bargaining unit employees, individually or collectively, which conflicts with the terms of this Agreement unless the employee(s), Union and University specifically agree to such agreement.

ARTICLE 2 – CHILDCARE

- 2.1 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 access to childcare on campus on the same basis as any non-student in the University community.

ARTICLE 3 – CLASSIFICATION

- 3.1 Classification

The University will abide by the Office of State Human Resources (OSHR) classification plan and adhere to the appropriate Washington Administrative Code (WAC) Title 357 promulgated by OSHR on Classification and any University procedures developed to comply with the Classification WAC.

- 3.2 Classification Plan Revisions

The University will provide the Union in writing any proposed changes to the classification plan including descriptions for newly created classifications. Upon request of the Union, the University will bargain the salary effect(s) of a change to an existing class or newly proposed classification.

- 3.3 Allocation and Appeal Process

- 3.3.1 The University will allocate or reallocate positions, including newly created positions, to the appropriate classification within the classification plan.

- 3.3.2 Decisions regarding appropriate classification may be appealed in accordance with standards set forth in WAC Title 357 and will not be subject to the grievance procedure.

3.4 Allocation Review Process

An employee may request a review of their position when the employee believes that the basis of its request has become a permanent requirement of the position. The request must be complete and submitted in writing to Human Resources on a form provided by the University. Allocation reviews will be processed according to the University Position Review and Allocation procedure. A position may not be reviewed more often than once every six (6) months.

ARTICLE 4 - COMPENSATION

4.1 Pay Ranges

Effective July 1, 2021 employees will be assigned to the same classification and salary range of the General Service Salary Schedule or N1 Salary Schedule to which their positions were assigned on June 30, 2021; provided that the University will implement classification reassignments negotiated at the general government state bargaining table(s) that are funded by the Legislature. Except as provided in Section 4.2 below, the Salary Schedules in effect as of June 30, 2021, will remain in effect for the term of this Agreement.

4.2 Base Wage Increases

In the event the State provides a general increase during the term of this Agreement to classifications on the Washington State General Service Salary Schedule and/or the N1 Salary Schedule, employees covered by this Agreement will receive the same general increase; provided that this provision will be implemented only if the State includes funding for such increases in its allocation to the University.

4.3 New Employees

4.3.1 Pay Assignments

The University will assign newly hired employees to the appropriate range and step of the Washington State Salary Schedules, as described in Appendices B, C, D or E.

4.3.2 "N1" Range Pay Assignments

The salary of employees in classes requiring licensure as a registered nurse or physician assistant will be governed by the "N1" Range Salary Schedules.

- a. An employee's experience as a registered nurse (RN), physician assistant (PA) and/or licensed practical nurse (LPN), calculated as follows, will determine the placement of an employee on the proper step with an "N1" range:

- i. RN and PA experience will be credited year for year.
- ii. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN or PA experience, for a maximum credit of five (5) years.

4.4 Periodic Increases

4.4.1 Effective Date

The effective date for periodic increases is the first day of a month. For employees with a hire date between the first through the fifteenth, increases will occur on the first day of the month in which the six month or annual increase date is reached. For employees with a hire date between the sixteenth through the last day of the month, increases will occur on the first day of the month following the six month or annual increase date is reached.

4.4.2 Periodic Increases

- a. Employees hired at minimum step: Employees who are hired at the minimum step of the pay range will receive a two (2) step increase to base salary following completion of six (6) months of service, and an additional two (2) step increase annually thereafter, until they reach the top of the pay range.
- b. Employees hired above minimum step: 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.
- c. Classifications with modified pay ranges: Employees in classes that have pay ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges in accordance with 4.4.1 and 4.4.2, below.
- d. Employees governed by the “N1” range salary schedule who are hired at the minimum step for the pay range will receive a two (2) step increase to base salary following completion of six (6) month of service, and an additional two (2) step increase annually thereafter, until they reach Step K. After an employee reaches step K, he or she will receive a one (1) Step increase based on years of experience up to the maximum of the range.
- e. Employees governed by the “N1” range salary schedule who are hired above the minimum step of the salary range will receive a two (2) step increase annually, until they reach step K. After an employee reaches step K, he or she will receive a one (1) step increase based on years of experience up to the maximum of the range.

- f. Employees who have been at Step L or Step T for six (6) consecutive years will progress to Step M or Step U of their respective salary range in accord with the provisions of the WAC governing such movement for classified employees. Should any additional steps be added to the General Government Salary Schedule such steps shall be applied to members of this bargaining unit based on the same criteria agreed upon in the General Government agreement.

4.5 Salary Movement

4.5.1 Transfers

Transfer employees will maintain their current base salary. When an employee transfers from one position to another position in the same or a different classification at the same salary range, he or she will retain his or her step in the salary range.

4.5.2 Salary Assignment Upon Promotion

- a. Promotion: An employee who is promoted will be paid at the salary step, which represents a minimum two-step increase over the salary received immediately prior to the promotion not to exceed step L or T of the new salary range or the maximum step as defined by WAC 357-28.
 - i. Recruitment, Retention, Other Business Needs or Geographic Adjustments: The University may authorize more than the step increases specified in 4.5.2.a, when there are recruitment, retention, or other business needs, as well as when the employee's promotion requires a change to another geographic area to be within a reasonable commuting distance of the new place of work. Such an increase may not result in a salary greater than the range maximum.
- b. Promotion for Employees assigned to "N1" Ranges: An employee who is promoted to classes requiring licensure as a registered nurse or physician assistant "N1" ranges will be paid in the manner described below:
 - i. An employee who is promoted into or between classes which have pay range "N1" will advance to the step in the new range, as shown in the "N1" Range Salary Schedule, as described in Appendix D and E, which represents the greater of the options below:
 - 1) Placement on the step which coincides with the employee's total length of experience as a registered nurse (RN), physician assistant (PA) and/or licensed practical nurse (LPN). Experience will be credited as follows:

RN and PA experience will be credited year for year.

Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN or PA experience, for a maximum credit of five (5) years.

Or

- 2) Placement on the step of the new range that is nearest to a minimum of five percent (5%) higher than the amount of the pre-promotional step. The Appointing Authority may authorize more than a five percent (5%) increase, but the amount must be on a step within the salary range for the class.

Or

- 3) The Appointing Authority will advance an employee who is promoted under any one or more of the following conditions to the step of the range for the new class that is nearest to a minimum of ten percent (10%) higher than the amount of the pre-promotional step. The Appointing Authority may authorize more than a ten percent (10%) increase, but the amount must be on a step within the salary range for the class.
 - a) When the employee is promoted to a class whose base range is six (6) or more ranges higher than the base range of the employee's former class.
 - b) When the employee is promoted over an intervening class in the same class series.
 - c) When the employee is promoted from one class series to a higher class in a different series and over an intervening class in the new series, which would have represented a promotion.
 - d) When an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work.

4.5.3 Salary Adjustments (note - # changed to 4.5.3)

- a. The University may increase an employee's step within the salary range to address issues related to recruitment, retention or other business needs.
- b. To reflect the University's desire to ensure living wages for its employees, represented permanent employees in salary ranges with steps below fifteen dollars (\$15) per hour will be placed at no less than the step nearest fifteen dollars (\$15) per hour, not to exceed Step L. Probationary employees will be placed two (2) steps below the salary step closest to fifteen dollars (\$15) per hour, not to exceed Step J.

4.5.4 Demotion.

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

4.5.5 Pay for Performing the Duties of a Higher Classification

Employees who are temporarily assigned the full scope of duties and responsibilities of a higher level classification for more than - fifteen (15) consecutive calendar days will be notified in writing and be placed at either the starting step of the new range or the step which provides a minimum of a two (2) step increase, whichever is higher, not to exceed step L or T of the new salary range or the maximum step as defined by WAC 357-28.

4.5.6 Reallocation to a Classification with a Higher Salary Range Maximum

- 4.5.6.1 If an employee has performed the higher-level duties for six (6) consecutive months (excluding temporary duty assignments in accordance with Article 4.5.5 above) and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status.
- 4.5.6.2 If the reallocation is a result of a change in the duties of the position and the employee has not performed the higher-level duties for at least six (6) months, the University must give the employee the opportunity to compete for the position if he or she possesses the required skills and abilities. The University may choose to promote the employee without competition as long as the employee meets the required skills and abilities for the position. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in ARTICLE 21 of this agreement applies. If the employee is appointed, he or she must serve a trial service period.

- 4.5.6.3 Upon appointment to the higher class, the employee's salary will be increased in accordance with 4.5.2.a or 4.5.2.b above.
- 4.5.6.4 An employee who is reallocated to a higher classification after performing the higher-level duties for at least six (6) months will receive retroactive pay back to the date the reallocation request was submitted to Human Resources.
- 4.5.7 Reallocation to a Class with an Equal Salary Range Maximum
 - 4.5.7.1 If the employee meets the skills and abilities requirements of the position, the employee will remain in the position and retain existing appointment status.
 - 4.5.7.2 If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in ARTICLE 21 of this agreement applies.
 - 4.5.7.3 Upon appointment to the class, the employee will retain his or her current salary.
- 4.5.8 Reallocation to a Class with a Lower Salary Range Maximum
 - 4.5.8.1 If the employee meets the skills and abilities requirements of the position and chooses to remain in the reallocated position, the employee will retain existing appointment status and has the right to be placed on the Employer's internal layoff list for the classification occupied prior to the reallocation.
 - 4.5.8.2 If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in ARTICLE 21 of this Agreement applies.
 - 4.5.8.3 The employee will be paid an amount equal to his or her current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the salary he or she was receiving prior to the reallocation downward, until such time as the employee vacates the position or his or her salary falls within the salary range.

4.6 Shift Premium

Employees will be paid a shift premium of one dollar and twenty-five cents (\$1.25) per hour in addition to their base salary rate for all hours worked during evening or night shifts.

Evening and night shifts are defined as a work shift in which the majority of time is worked on a daily basis between 6 PM and 6 AM.

4.6.1 Employees assigned to a shift that qualifies for shift premium will receive the same shift premium for authorized periods of any paid leave or holidays.

4.6.2 When an employee is compensated for working overtime during hours for which shift premium is authorized, the overtime rate will be calculated including the shift premium pay for evening or night hours.

4.7 Standby Pay

Overtime-eligible employees required to restrict off-duty activities to be immediately available for duty must be compensated for time spent in standby status. Employees on standby status will be compensated in accordance with the rates listed in the Salary Schedules as shown in Appendices B, C, D and E. Overtime exempt employees are not eligible for standby pay.

4.8 Callback

Callback pay will be authorized for overtime-eligible employees who have been released from work and have left the worksite are called to the workstation outside of regularly scheduled hours to handle situations, which could not be anticipated except as noted below:

4.8.1 When the employee was given at least eight (8) hours prior notice of the overtime work assignment (such is not an emergency).

4.8.2 When the work assignment is immediately prior to the employee's regularly assigned shift and the period of time worked does not exceed two (2) hours.

4.8.3 Callback pay provides for three (3) hours penalty pay plus time actually worked. An employee on standby status called to return to the workstation does not qualify for callback pay.

4.8.4 Work performed at home when directed by the supervisor will be compensated for one-half (1/2) hour or actual time worked whichever is greater, for each incident. Work performed at home includes responding to work-related telephone calls, emails and other forms of electronic communication.

4.9 Salary Overpayment Recovery

4.9.1 Notice to Employee

When the University has determined that an employee has been overpaid wages, the University will provide written notice to the employee, which will include the following items:

- The amount of the overpayment.
- The basis for the claim.
- The rights of the employee under the terms of this Agreement.
- The timeframe by which the employee must select a repayment option.

4.9.2 Repayment Options

The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made unless a longer period is agreed to by the employee and the University. The payroll deduction to repay the overpayment will not exceed five percent (5%) of the employee's disposable earnings in a pay period. However, the University and employee can agree to an amount that is more than the five percent (5%). The employee has the following options for paying back the overpayment:

- Wage deduction
- Cash
- Check

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

4.9.2.2 Any overpayment amount still outstanding at separation of employment will be deducted from the employee's final paycheck.

4.9.3 Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in ARTICLE 15 of this Agreement.

4.10 Assignment Pay Provisions

Assignment pay is a premium added to base salary and is intended to be used only as long as the skills, duties, or circumstances it is based on are in effect. The University may grant assignment pay to a position to recognize specialized skill, assigned duties, and/or unique circumstances that exceed the ordinary. The University determines which positions qualify for the premium.

4.11 Deferred Compensation

The University agrees to provide employees covered by this Agreement the option to participate in the deferred compensation program established by law.

4.12 Dependent Care Salary Reduction Plan

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

4.13 Pretax Health Care Premiums

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

4.14 Medical/Dental Expense Account

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

4.15 Voluntary Separation Incentives – Voluntary Retirement Incentives

The University will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such program is provided for in the 2019-2021 State operating budget. Such participation will be in accordance with the program guidelines adopted by the Office of State Human Resources and the Department of Retirement Systems or other state agency as may be defined in the law. Program incentives or offering of such incentives are not subject to the grievance procedure.

4.16 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 and/or Braille, the University will authorize premium pay of two (2) steps above the level normally assigned for that positions, provided

that this premium will not apply in those instances where the position is allocated to a class that requires these skills.

4.17 Reopener

The compensation increases in this Agreement will take effect only if they are deemed feasible by the Director of OFM and approved by the Legislature as provided in RCW 41.80. In the event that some or all of the compensation increases are deemed infeasible or not approved, the parties will reopen negotiations to bargain a replacement provision. Nothing in this paragraph obligates either party to agree to any proposal.

ARTICLE 5 - CONTRACTING

- 5.1 The University will determine which services will be subject to competitive contracting, and which services will be implemented in accordance with RCW 41.06.142, WAC 357-43 and WAC 200-320. Nothing in this Agreement will constitute a waiver of the Union's right to negotiate a mandatory subject in association with the Employer's right to engage in competitive contracting.

ARTICLE 6 - CYCLIC EMPLOYMENT

6.1 Cyclic Employment

A position where the employee is scheduled to work less than twelve (12) full months each year due to known, recurring periods in the annual cycle when the position is not needed, or due to known budgetary constraints. Upon appointment, and at least fifteen (15) calendar days before the start of each annual cycle, 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 be considered when computing the employee's vacation leave accrual rate.

- 6.2 Cyclic employees will be permitted to provide input into the scheduling of their cyclic leave (e.g., whether the leave is taken intermittently and when it is taken), subject to approval by their supervisor. The University will make reasonable efforts to avoid scheduling cyclic leave in a manner that will unfairly interfere with employees' accrual of leave or receipt/use of benefits (e.g. holidays, vacation).

6.3 Awarding Additional Cyclic Work

When additional work is required of a cyclic position during a period for which the position was scheduled for leave without pay, the temporary work will first be offered to the incumbent(s). Unless otherwise agreed among affected employees, where there are multiple incumbents qualified to perform the temporary work, opportunities will be offered to employees on a rotating basis starting with the most senior employee. The employee will be allowed at least three (3) days in which to accept or decline the offer.

ARTICLE 7 - DISCIPLINE

7.1 Disciplinary Actions

All disciplinary actions for employees who have successfully completed their probationary period will be for just cause. Discipline may include oral reprimands, written reprimands, and reductions in pay, suspensions, demotions, and discharges. Disciplinary actions will be applied in a progressive manner as appropriate for the circumstance.

7.2 Investigations

The University has the authority to determine the method of conducting investigations.

7.2.1 Employees will cooperate with any investigation conducted by the University.

7.2.2 Representation

Employees are entitled, at their option, to have Union representation during any investigatory interview conducted by the University that the employee reasonably believes may result in discipline of the employee. If the requested Union Representative is not reasonably available, the employee will select another representative who is available. During any such investigatory interview, a participating Union Representative will be given the opportunity to ask questions, offer additional information and counsel the employee, but may not obstruct the University's investigation.

7.2.3 Home Assignment

The University may, at its discretion, place employees on paid home assignment during disciplinary investigations. Employees on such paid home assignment must remain available during their normal hours of work. Paid home assignment is not discipline and is not subject to the grievance procedure. The employee and the Union will be advised of the purpose of the home assignment upon the outset of the assignment.

7.3 Disciplinary Process

Prior to imposing discipline, except oral and written reprimands, the University will inform the employee and the Union in writing of the reasons for the contemplated discipline, including an explanation of the evidence.

- 7.3.1 The University will schedule a pre-disciplinary meeting to permit the employee to respond to the notice of intent to discipline. At the beginning of the pre-disciplinary meeting, the University will describe its proposed discipline and the general reasons for issuing the proposed discipline.
- 7.3.2 The University will inform the employee of its disciplinary decision in writing.
- 7.3.3 Any decision to discipline an employee with a reduction in pay, or demotion shall require a fifteen (15) day notification before the effective date of the disciplinary action.
- 7.3.4 The Employer will normally provide an employee with ten (10) calendar days' written notice prior to the effective date of the termination. If the Employer fails to provide ten (10) calendar days' notice, the termination will stand and the employee will be entitled to payment of salary for time the employee would otherwise have been scheduled to work had ten (10) calendar days' notice been given. However, the Employer may discharge an employee immediately without pay and without the ten (10) calendar days' notice period if, in the Employer's determination, the continued employment of the employee during the notice period would jeopardize safety or the Employer's operations. The Employer will provide the reasons immediate action is necessary in the written notice.

7.4 Employee Meetings

All meetings in an investigative and disciplinary process will be scheduled at times during the employees' scheduled work shift and employee attendance at such meetings will be considered time worked. When an employee has requested PSE representation at an investigative or disciplinary meeting, PSE will be consulted in scheduling the meeting to avoid unnecessary delays in the process.

7.5 Preemption by Title IX Processes and Procedures

Pursuant to Title IX of the Education Amendments Act of 1972, institutions of higher education are required to develop policies and procedures to prevent and respond to sexual violence and to train, properly process, investigate, and adjudicate sexual misconduct allegations. The Employer's policies and procedures incorporate specific requirements of the federal law and regulations governing processing of complaints, conducting investigations and adjudications, imposing disciplinary sanctions, and resolving appeals. Where provisions of this Agreement relating to discipline and appeals of discipline decisions conflict with policies and procedures adopted by the University to comply with federal laws and regulations, the University policies and procedures preempt the conflicting provisions of this Agreement. As described in applicable University policy, employees may, at their option, elect to have a Union representative serve as their advisor during proceedings governed by Title IX regulation.

7.6 Grievability

Disciplinary action, excluding oral reprimands and any disciplinary decision reached through the Employer's Title IX policies described in Section 7.5 above, may be grieved in accordance with ARTICLE 15 – GRIEVANCE PROCEDURE, of this Agreement. Written reprimands, however, are not subject to arbitration, unless an employee receives three (3) or more written reprimands for the same type of issue within an eighteen (18) month period.

ARTICLE 8 - DRUG AND ALCOHOL FREE WORKPLACE

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

8.2 Possession of Alcohol and Illegal Drugs

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

8.3 Prescription and Over-the-Counter Medications

Should employees taking medication-prescribed by a healthcare professional or over-the-counter medications, suspect there is a substantial likelihood that such medication will affect job safety, the employee will notify their supervisor.

8.4 Drug and Alcohol Testing

8.4.1 Employees Required to Carry a CDL

Employees required to have a Commercial Driver's License (CDL) are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation rules, Coast Guard Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing will be conducted in accordance with current University policy.

8.4.2 Employees Performing Safety-Sensitive Functions

In addition, employees who perform other safety-sensitive functions are subject to pre-employment and post-accident testing. The testing will be conducted in accordance with University policy. For the purposes of this Article, employees who perform other safety-sensitive functions are those positions where an employee is a licensed health care professional who administers, orders or dispenses medications as a part of their job duties.

8.4.3 All Employees

Reasonable suspicion testing for alcohol or controlled substances may be directed by the University for any employee when there is reason to suspect that alcohol or controlled substance use may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employee or another. Specific objective grounds must be stated in writing that support the reasonable suspicion. Examples of specific objective grounds include but are not limited to:

- a. Physical symptoms consistent with controlled substance and/or alcohol use;
- b. Evidence or observation of controlled substance or alcohol use, possession, sale, or delivery; or
- c. The occurrence of an accident(s) where a trained manager, supervisor or lead worker suspects controlled substance/alcohol use may have been a factor.

8.4.4 Referral for Testing

Referral for testing will be made on the basis of specific objective grounds documented by a supervisor or manager who has attended the training on detecting the signs/symptoms of being affected by controlled substances/alcohol and verified by another trained supervisor or manager.

8.5 Drug and Alcohol Tests – Post-Accident

Post-accident drug and alcohol testing may be conducted by the University for any employee when a work-related incident has occurred involving death, serious bodily injury, or significant property/environmental damage, or the potential for death, serious bodily injury, or significant property/environmental damage, and when the employee's action(s) or inaction(s) either contributed to the incident or cannot be completely discounted as a contributing factor. Referral for post-accident testing will be made in accordance with Subsection 8.4.4, above.

8.6 Testing

Employees must submit to alcohol and/or controlled substance testing when required by the University, in accordance with Sections 8.4.and 8.5, above. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he or she will be removed immediately from duty and transported to the collection site. The cost of testing, including the employee's salary, will be paid by the University.

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

An employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, up to and including dismissal, based on the incident that prompted the testing, including a violation of the drug and alcohol free work place rules.

8.7 Training

Training will be made available to managers and supervisors. The training will include:

8.7.1 The elements of the University's Drug and Alcohol Free Workplace Policies;

8.7.2 The effects of drugs and alcohol in the workplace;

8.7.3 Behavioral symptoms of being affected by controlled substances and/or alcohol;
and

8.7.4 Rehabilitation services available.

ARTICLE 9 - DUES DEDUCTION

9.1 Union Dues.

All employees covered by this Agreement may become members of PSE and pay membership dues. The University shall deduct PSE dues from the pay of any employee who authorizes such deductions. In order to authorize the University to deduct dues, Employees who join the Union shall provide their authorization to PSE in a form permitted by applicable law, which will provide written notification to the University. The University shall transmit all such funds deducted to the Treasurer of Public School Employees of Washington along with the membership report described in Section 26.1 on a semi-monthly basis.

9.1.1 Local Dues

If requested by the Union, the University shall deduct PSE local chapter dues separately and remit all such funds to the local PSE chapter treasurer each pay period.

9.1.2 Political Action Committee (COPE)

Upon receipt of an authorization conforming to legal requirements, the University shall deduct from the pay of bargaining unit employees the amount of contribution each employee voluntarily chooses for deduction for COPE and shall transmit contributions to the Union. The employee may revoke the request at any time. At least annually, the employee shall be notified by PSE about the right to revoke the request.

9.2 Dues Cancellation.

Union members requesting to rescind membership and membership rights in their union shall make such request in writing to PSE in accordance with the terms and conditions of the authorization. Providing such terms and conditions have been met, PSE shall notify the University in writing that the employee has cancelled their authorization for dues collection. The University will end dues deduction no later than the second payroll after receipt of the notice from the Union that the employee has revoked authorization.

9.3 Indemnification.

The Union agrees to defend, indemnify, and hold the University harmless against any and all claims, suits, orders, or judgments brought or issued against the University as a result of any check-off of Union dues or voluntary political contributions or action taken or not taken by the University under the provisions of this Article. In all such cases, the University's reasonable attorney's fees will be paid by the Union.

ARTICLE 10 - ELECTRONIC FUND TRANSFER

10.1 Employees will receive their pay and any reimbursements via electronic fund transfer (payroll direct deposit). The University will provide electronic pay advices to all employees.

ARTICLE 11 - EMPLOYEE ASSISTANCE PROGRAM

11.1 Access to Program

The University agrees to provide all bargaining unit employees and their immediate family members, as defined in this contract, access to a confidential employee assistance program selected and paid for by the University.

11.2 Schedule Adjustments

In addition to the use of paid leave, employees can request work schedule adjustments to allow access to the services of the employee assistance program.

ARTICLE 12 - ENTIRE AGREEMENT

- 12.1 This Agreement constitutes the entire agreement and any past practice or agreement between the parties prior to July 1, 2008, whether written or oral, is null and void, unless specifically preserved in this Agreement.
- 12.2 With regard to WAC 357, this Agreement preempts all subjects addressed by its provisions.
- 12.3 The Union and the University agree that unless specifically references in this Agreement, all CWU General University Policies in effect on the date of this agreement will apply to all members of the Bargaining Unit.
- 12.4 If a conflict exists between a CWU General University Policy and an article in this Agreement, the Agreement prevails.
- 12.5 If no conflict exists between a CWU General University Policy and an article in this Agreement, the Policy prevails.
- 12.6 The University will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The University will notify the Union in writing of these changes and the Union may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. In the event the Union does not request discussions and/or negotiations within twenty-one (21) calendar days, the University may implement the changes without further discussions and/or negotiations. There may be emergency or mandated conditions that are outside of the University's control requiring immediate implementation, in which case the University will notify the Union as soon as possible.
- 12.7 The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities.

ARTICLE 13 - FAMILY AND MEDICAL LEAVE AND PREGNANCY DISABILITY

13.1 Family and Medical Leave

13.1.1 Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and any amendments thereto, an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled up to twelve (12) workweeks of FMLA leave in a twelve (12) month period for any combination of the following reasons 1-4:

- a. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child; or
- b. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work; or
- c. Family medical leave to care for a spouse, son, daughter, parent or domestic partner as defined by WAC 182-12-260 (2) who suffers from a serious health condition that requires on-site care or supervision by the employee. Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen (18), or age eighteen (18) or older and incapable of self-care because of a mental or physical disability. Parent means a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a son or daughter; or
- d. A qualifying exigency, as defined by the Department of Labor, arising from the fact that the spouse, or a son, daughter or parent of the employee is on active duty or has been notified of an impending call to active duty in the Armed Forces in support of a contingency operation.

Active duty means a call or order to active duty under a provision of law referred to in section 101 (a) (13) (B) of title 10, United States Code, Contingency Operations is defined in section 101 (a) (13) of title 10, United States Code.

- e. Servicemember Family Leave will be provided to an eligible employee who is the spouse, child, parent or next of kin of a covered servicemember to take up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the covered servicemember who is suffering from a serious illness or injury incurred in the line of duty.

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

13.1.2 Servicemember Family Leave Definitions

- a. Covered Servicemember – A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for serious injury or illness.
- b. Next of Kin – Used with respect to an individual, means the nearest blood relative of that individual.
- c. Serious Injury or Illness – In the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces that may render the member unfit to perform the duties of the members' office, grade, rank or rating.

13.1.3 Entitlement to FMLA leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.

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

13.1.5 The twelve (12) week FMLA leave entitlement is available to the employee, provided that eligibility requirements listed in Section 13.1 are met. The FMLA leave entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins FMLA leave. Each time an employee takes FMLA leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.

13.1.6 The University will continue the employee's existing University-paid health insurance benefits during the period of leave covered by FMLA. The employee will be required to pay his or her share of health care premiums. Employees, at their option, may use their accrued leave during the period of leave covered by FMLA. Employees also will be allowed to use accrued leave during each month in an amount which provides for the continuation of benefits as provided for by PEBB.

- 13.1.7 The University has the authority to designate absences that meet the criteria of the FMLA. The use of any paid or unpaid leave (excluding compensatory time) for an FMLA-qualifying event will run concurrently with, not in addition to, the use of the FMLA for that event. Employees will not be required to exhaust all paid leave prior to using any leave without pay for a compensable work-related injury or illness. Any employee choosing to substitute paid leave during leave for a FMLA qualifying event must follow the notice and certification requirements relating to FMLA usage in addition to any notice and certification requirements relating to the paid leave.
- 13.1.8 The employee will provide the University with not less than thirty (30) days' notice before the FMLA leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.
- 13.1.9 Upon returning to work after the employee's own FMLA-qualifying illness, the employee may be required to provide a fitness for duty certificate from a health care provider.
- 13.1.10 The University and employees will comply with existing and any newly developed federal FMLA regulations, interpretations and/or definitions.

13.2 Parental and Pregnancy Disability Leave

- 13.2.1 Parental leave will be granted to the employee for the purpose of bonding with his or her natural newborn, adoptive or foster child if the employee has worked for the state for at least twelve months and for at least one thousand two hundred fifty hours during the previous twelve-month period. Parental leave may extend up to six (6) months, including time covered by the FMLA, during the first year after the child's birth or placement. Leave beyond the period covered by the FMLA and pregnancy disability may only be denied by the University due to operational necessity. Such denial may be grieved beginning at the top internal step of the grievance procedure in ARTICLE 15 – GRIEVANCE PROCEDURE.
- 13.2.2 Parental leave may be a combination of the employee's accrued vacation leave, sick leave for pregnancy disability or other qualifying events, personal holiday, compensatory time, or leave without pay. Parental leave may be taken on an intermittent or reduced schedule basis in accordance with Subsection 13.1.5.

13.2.3 Pregnancy disability leave will be granted for the period of time an employee is sick or temporarily disabled because of pregnancy and/or childbirth and will be in addition to any leave granted under the FMLA of Washington state family leave laws.

13.3 Paid Family and Medical Leave Program

Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise limited by action of the State). Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.10.30. The University will pay the remaining premium amounts.

ARTICLE 14 - FAMILY CARE EMERGENCY

14.1 Family Care Emergency Leave

Employees will be allowed the use of leave for those reasons and periods of time as specified in WAC 357-31-285 through 305. The employee will notify his or her supervisor prior to use of leave under this article. Accrued compensatory time will be used before vacation leave, and available vacation leave will be used before leave without pay.

14.2 Submittal of Leave Slips

The employee, upon returning from such leave, will complete a leave slip designating the leave category to which the absence will be charged. For the purpose of this section, advance approval or written advance notice of use of compensatory time, vacation leave, and/or leave without pay will not be required.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 Informal Resolution

It is in the best interest of all parties to resolve disputes informally, at the earliest opportunity and at the employee/front line supervisor level. The Union and the University encourage problem resolution between employees and management and are committed to resolving disputes as soon as possible. The Union will encourage employees to make a diligent and serious attempt to resolve disputes at the employee/front-line supervisor level. The University will encourage its supervisory personnel to cooperate with employees in discussing any concerns in an effort to reach speedy resolution of any disputes that may arise.

15.1.1 The parties to the dispute may voluntarily agree to attempt to settle the dispute by using the services of Human Resources, or another individual outside of Human Resources, who has conflict resolution skills. Employees who are interested in utilizing this dispute resolution process shall submit a request to the Chief Human Resource Officer. The Chief Human Resource Officer, or designee, will work with the parties to determine if there are appropriate impartial internal and/or external resources to facilitate informal resolution. Any costs shall be paid for by CWU. Time spent working towards informal resolution will be considered time worked. No overtime or compensatory time will be paid as a result of participation in the informal resolution process.

15.1.2 In the event a dispute is not resolved in an informal manner, this article provides a formal process for problem resolution.

15.1.3 Nothing in this process precludes continued attempts to reach an amicable settlement at any point during the grievance process.

15.2 Formal Resolution

A grievance is defined as a formal, written allegation by an employee, or a group of employees within a bargaining unit, that there has been a violation of this agreement, which occurred during the term of this agreement. The Union President may initiate a grievance on matters affecting a group of employees. Except as otherwise provided for in this Agreement, this grievance procedure will be the exclusive means of resolving grievances.

15.3 Nondiscrimination

In the presentation of the grievance, employee(s) will be free from restraint, interference, coercion, discrimination or reprisal.

15.4 Employee Release Time

The employee on whose behalf the grievance has been filed will be provided paid release time, during work hours to attend and participate in all grievance proceedings/meetings. In the case of a grievance filed on behalf of a group of employees, up to two (2) employees may be chosen to represent the grievance, and they will be provided with paid release time during work hours to attend and participate in all grievance proceedings/meetings. No overtime or compensatory time will be paid as a result of participation in the grievance proceedings.

15.5 Union Representation

The employee(s) will have the right to Union representation at every step of the grievance process.

15.5.1 The Union, as exclusive representative, is considered the primary representative of the employee(s) in grievance matters and has the right in a grievance to designate the person who will represent the employee(s) on behalf of the Union.

15.5.2 The University recognizes the right of the Union to designate PSE Representatives who are authorized to investigate and represent the employee(s) during the grievance process. Pursuant to the provisions outlined in ARTICLE 54 – UNION REPRESENTATION, PSE Representatives will be granted a reasonable amount of paid time during their normal working hours to investigate and process grievances.

15.6 Timelines

Grievances must be processed within the periods of time specified in this procedure. Time limits within the grievance procedure may be waived or extended by written mutual agreement of both parties.

15.6.1 A grievance will be considered withdrawn when the Union, on behalf of the employee(s), fails to comply within the specified time limits. If the University fails to respond within the specified time limits, the grievance will advance to the next step of the grievance process.

15.6.2 A grievance may be withdrawn at any time by the Union without prejudice. Grievances not pursued within the designated time limits will be treated as withdrawn grievances.

15.6.3 Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday, or holiday, the last day will be the next day which is not a Saturday, Sunday, or holiday. Transmittal of grievances, responses and demands for arbitration will be in writing.

15.7 Grievance Meetings

Meetings and discussions on the grievance, held in connection with this procedure, will be held at times mutually agreeable to the parties and will be during regular work hours.

15.8 Grievance Correspondence

All documents, communications and records dealing with the processing of a grievance will be maintained and filed separately from the personnel files of the employee(s).

15.9 Dispute Resolution

It is the belief of both parties that a constructive employee relations environment is best served by resolving as many problems as possible at the employee/front-line supervisor level. It is the desire and intent of both parties, through the grievance procedure, to provide an orderly adjudication of grievances starting with employee/front-line supervisor interaction. The parties to the grievance may voluntarily agree to attempt to settle the grievance by using the methods set forth in article 15.1.1 at any step in the process. Time requirements in this article will be suspended for the duration of any process in which the parties agree to participate.

15.10 Grievance Procedure

A grievance must be filed within twenty-one (21) calendar days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence. This twenty-one (21) day period should be used for attempting to informally bring about an amicable settlement.

The Union, on behalf of the employee(s), will make the grievance known by the following procedure, which will be the formal grievance process.

15.10.1 Step 1

The Union will present the grievance in writing to the responsible Appointing Authority or designee.

- a. The written grievance will state the alleged facts giving rise to the grievance, the section(s) of the Agreement allegedly violated and the desired remedy.
- b. Discussions with the employee, PSE Staff Representative and/or PSE Representative and the responsible Appointing Authority or designee must be accomplished within fourteen (14) calendar days from the date of the filing of the grievance. A written response by the Appointing Authority or designee must be accomplished within fourteen (14) days of the discussions. If the matter is resolved at this level, no further actions will be required.

15.10.2 Step 2

Failing resolution of the grievance at Step 1, the grievance will be submitted by the Union, in writing, to the Chief Human Resources Officer or designee. Said grievance will be submitted within fourteen (14) calendar days from receipt of the response or the date such response was due.

- a. Discussions with the employee, PSE Staff Representative and/or PSE Representative and the Chief Human Resources Officer or designee must be accomplished within fourteen (14) calendar days following receipt of the grievance. A written response by the Chief Human Resources Officer or designee must be accomplished within fourteen (14) calendar days of the discussion. If the matter is resolved at this level, no further action will be required.

15.10.3 Step 3 – Mediation

If the grievance is not resolved at Step 2 the Union may, within fourteen (14) calendar days after the unsatisfactory response from Step 2 is due or received, file a request for mediation with the Public Employment Relations Commission (PERC) in accordance with WAC 391-55-020, with a copy to the University's Human Resources Department. In addition to all other filing requirements, the request must include a copy of the grievance and all previous responses.

- a. The Union and the University's Human Resources Department may agree that no mediation will be scheduled.
- b. The proceedings of any mediation will not be reported or recorded in any manner, except written agreements reached by the parties during the course of the mediation. Unless they are independently admissible, statements made by either party in the mediation, may not be:
 - i. later introduced as evidence;
 - ii. made known to an arbitrator or hearings examiner at a hearing;
 - iii. or construed for any purpose as an admission against interest.

15.10.4 Arbitration

If the grievance is not resolved at a mediation or no mediation will be scheduled the Union may file a demand to arbitrate with the American Arbitration Association (AAA) within fourteen (14) calendar days of the mediation session or the decision that no mediation will be scheduled.

- a. The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise.

- b. Authority of the Arbitrator: The decision or award of the arbitrator will be final and binding upon the University, the Union and the grievant. The arbitrator will have no authority to rule contrary to, amend, add to, subtract from, ignore or eliminate any of the terms of this Agreement.
- c. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room will be shared equally by the parties.
- d. If the Arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
- e. If either party desires a record of the arbitration hearing, a court reporter may be used. A party desiring to retain a court reporter must provide notice to the Arbitrator and the other party as required by AAA rules. 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.
- f. Each party is responsible for the costs of its staff representatives, attorneys, witnesses, travel expenses and all other costs related to the development and presentation of their 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 scheduled work time, providing the testimony given is related to his or her job function or involves matters he or she has witnessed and is relevant to the arbitration case. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the Union Representative.
- g. The Arbitrator's award may include back pay to the grievant(s); provided that no such back pay award will be retroactive to the date of occurrence, but no earlier than fourteen (14) calendar days prior to the date the grievance was filed. No award will exceed the actual loss to the grievant.
- h. The Union or the University will have the right to request the arbitrator to require the presence of witnesses and/or documents.
- i. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient

for the parties, immediately prior to hearing the case on its merits, or as a part of the entire hearing and decision making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

ARTICLE 16 - HEALTH CARE BENEFITS AMOUNTS

- 16.1 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.
- 16.2 The University will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.
- 16.3 Wellness

To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Health Risk Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.

ARTICLE 17 - HOLIDAYS

17.1 Holiday Schedule

The following observed holidays are considered paid holidays for all eligible employees:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day - The Friday immediately following Thanksgiving Day	
Christmas Day	December 25
Personal Holiday	

The University will provide qualifying employees in pay status with a paid holiday on the above days.

17.2 Holiday Pay Eligibility

17.2.1 Full-time employees and cyclic year position employees who work full monthly schedules qualify for holiday compensation if they are in pay status for the entire work shift preceding the holiday.

17.2.2 Cyclic year position employees scheduled to work less than full monthly schedules throughout their work year qualify for holiday compensation if they work or are in pay status for the entire work shift on their last regularly scheduled working day before the holiday(s) in that month. In the event that a holiday falls on the first weekday of a month, cyclic employees will receive holiday compensation if they are in paid status for the first University business day following the holiday and they are scheduled to work five (5) or more days during the month in which the holiday occurs.

17.2.3 Part-time classified employees will be entitled to the number of paid hours on a holiday that their monthly schedule bears to a full-time schedule.

17.2.4 Full-time alternate work schedule employees will receive eight (8) hours of regular holiday pay per holiday. Any differences between the scheduled shift for the day and eight (8) hours may be adjusted by use of vacation leave, compensatory time, leave without pay, or modification of the employee's hours of work during the week in which the holiday is observed. Any such modification must be approved in advance by the employee's supervisor.

17.2.5 Employees terminating immediately prior to a holiday do not qualify for holidays occurring after termination.

17.3 Holiday Equivalent Time or Pay

When a holiday falls on an employee's regularly scheduled day off, the University will provide either 8 hours (prorated for part-time employees) holiday equivalent time off or holiday equivalent pay.

17.4 Holiday Time Worked

17.4.1 Holiday Premium

Employees qualify for holiday premium pay under the following conditions:

- a. When full-time employees work on a designated holiday, they will receive their regular hours of holiday pay plus premium pay at time and one-half (1 ½) for all hours worked on such holiday.

- b. When employees working less than full-time work on a designated holiday, they will receive their regular holiday pay on the same pro rata basis that their monthly schedule bears to a full-time schedule, plus premium pay at time and one-half (1 ½) for all hours worked on such holiday.

17.5 Holiday Scheduling

Whenever a holiday falls on Sunday, the following Monday will be considered a paid holiday. When a holiday falls on Saturday, the preceding Friday will be considered a paid holiday.

17.6 Personal Holiday

An employee may choose two (2) workdays as a personal holidays during each calendar year if the employee has been continuously employed by the State of Washington in a classified position for more than four (4) months.

17.6.1 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 schedule.

17.6.2 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; provided that the supervisor may, at his or her discretion, permit a shorter notice period.
- b. The number of employees choosing a specific day off does not interfere with University operations.
- c. Personal holidays may not be carried over to the next calendar year except when an eligible employee's request to take his or her personal holiday has been denied or cancelled. The employee will attempt to reschedule his or her personal holiday during the balance of the calendar year. If he or she is unable to reschedule the day, it will be carried over to the next calendar year.
- d. Part or all of a personal holiday may be donated to another employee for shared leave as provided in ARTICLE 44 – SHARED LEAVE. Any remaining portions of a personal holiday must be taken as one (1) absence.

17.7 Personal Leave Days

An employee may choose two (2) workdays as personal leave days to be used during each fiscal year of this agreement. The employee must have been continuously employed by the University for more than four (4) months.

17.7.1 Employees will be permitted to take their selected day as the union personal leave day if:

- a. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.
- b. The number of employees choosing a specific day off allows the University to continue its work efficiently and/or not incur overtime.
- c. The release from duty will not cause an increase in costs due to the need to provide coverage for the employee's absence.

17.7.2 Personal leave is pro-rated for less than full-time employees.

17.7.3 The pay for a full-time employee's personal leave day is eight (8) hours.

17.7.4 Personal leave may be used to care for family members as required by the Family Care Act, WAC 296-130.

17.7.5 The personal leave days described in this section may not be carried over past June 30, and may not be converted to cash for any circumstance.

17.8 Holidays for Reasons of Faith or Conscience

All employees are entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The University must allow employees to take unpaid leave for up to two (2) such holidays per calendar year unless an employee's absence would impose an undue hardship on the University or the employee is necessary to maintain public safety. Undue hardship related to this section shall be defined in WAC 82-56-020. Employees are expected to request such leave fourteen (14) days in advance, however, supervisors may approve requests that are received without fourteen (14) days' notice.

ARTICLE 18 - HOURS OF WORK

18.1 Definitions

18.1.1 Full-Time Employees

Employees who are scheduled to work forty (40 Hours per workweek (excluding any intermittent cyclic leave)).

18.1.2 Overtime-Eligible Employees

Employees who are covered by the overtime provisions of state and federal law.

18.1.3 Overtime-Exempt Employees

Employees who are not covered by the overtime provisions of state and federal law.

18.1.4 Work Day

One of seven (7) consecutive, twenty-four (24) hour periods in a workweek.

18.1.5 Work Shift

The hours an employee is scheduled to work each workday in a workweek.

18.1.6 Workweek

A regularly re-occurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive, twenty-four (24) hour periods. Workweeks will normally begin at 12:01 a.m. on Sunday and end at 12:00 midnight the following Saturday or as otherwise designated by the Appointing Authority. If there is a change in their workweek, employees will be given written notification by the Appointing Authority or designee.

18.2 Overtime Determination

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

18.3 Overtime-Eligible Employees Work Schedules

Workweeks and work shifts of different numbers of hours may be established by the University in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.

18.3.1 Regular Work Schedules

The regular work schedule for overtime-eligible employees will not be more than forty (40) hours in a workweek with starting and ending times as determined by the requirements of the position and the University. The regular work schedule will normally include two (2) consecutive days off. The University may adjust the regular work schedule with prior notice to the employee.

18.3.2 Alternate Work Schedules

Workweeks and work shifts of different numbers of hours may be established for overtime-eligible employees by the University in order to meet business and customer service needs, as long as the alternate work schedules meet the requirements of federal and state laws. When there is a holiday, employees may be required to switch from their alternate work schedules to regular work schedules.

18.4 Overtime Eligible Employees Schedule Changes

18.4.1 Temporary Schedule Changes

Employees' workweeks and/or work schedules may be temporarily changed with prior notice from the University. A temporary schedule change is defined as a change lasting twenty-one (21) calendar days or less. Overtime-eligible employees will receive five (5) calendar day's written notice of any temporary schedule change. The day that notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a temporary schedule change.

18.4.2 Permanent Schedule Changes

Employees' workweeks and work schedules may be permanently changed with prior notice from the University. Overtime-eligible employees will receive ten (10) calendar days' written notice of a permanent schedule change. The day notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a permanent schedule change.

18.4.3 Emergency Schedule Changes

The University may adjust an overtime-eligible employee's workweek and work schedule without prior notice in emergencies or due to unforeseen operational needs; however, such changes will not be made solely to avoid the payment of overtime premium pay.

18.4.4 Employee Requested Schedule Changes

Overtime-eligible employees' workweeks and work schedules may be changed at the employee's request and with the University's approval, provided the University's business and customer service needs are met and no overtime expense is incurred.

18.5 Overtime-Eligible Employees Rest and Meal Periods

18.5.1 Deviation from Regulations

The meal and rest periods for employees established by this Agreement vary from and supersede the meal and rest periods required by WAC 296-126-092.

18.5.2 Rest Breaks

Employees shall receive an uninterrupted fifteen (15) minute paid rest break for each four (4) hours of work. Rest breaks shall be scheduled with the agreement of the employee's supervisor.

18.5.3 Meal Period

Employees shall receive a minimum of thirty (30) minutes for a meal during any shift of more than five (5) hours; employees working shifts of five (5) or fewer hours may, upon mutual agreement with their supervisor take a thirty (30) minute meal. Meal periods are not paid work time. Employees shall be relieved of all work during that time. If an employee's meal period is interrupted by a work related demand, the employee will be allowed to resume his or her unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee will be paid for the time worked during the meal period. Employees required to work during a meal period may be allowed, but will not be required, to flex hours later in the workweek. Meal periods may not be used for late arrival or early departure from work.

18.6 Overtime-Exempt Employees

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

18.6.1 University determines the products, services, and standards which must be met by overtime-exempt employees.

18.6.2 Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. Full-time overtime-exempt employees are expected to work a minimum of forty (40) hours in a workweek and part-time overtime-exempt employees are expected to work proportionate hours. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the University.

18.6.3 The salary paid to overtime-exempt employees is full compensation for all hours worked.

18.6.4 Overtime-exempt employees are not authorized to receive any form of overtime compensation, formal or informal.

18.6.5 The Appointing Authority or his or her designee may approve overtime-exempt employee absences with pay for extraordinary and excessive hours worked, without charging leave.

18.6.6 If they give notification and receive the University's concurrence, overtime-exempt employees may alter their work hours. Employees are responsible for keeping management apprised of their schedules and their whereabouts.

18.7 Telework/Flex work

Telework/Flex work will all be arranged per University Policy on Flex work and Telework.

ARTICLE 19 - INJURED WORKER BENEFITS

19.1 An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave, vacation leave or compensatory time during a period in which they receive time-loss compensation will receive full sick leave, vacation leave or compensatory time pay in addition to any time-loss payments. Leave for a work-related illness or injury, covered by workers' compensation will run concurrently with the FMLA.

ARTICLE 20 – LABOR - MANAGEMENT COMMUNICATION COMMITTEE

20.1 Purpose and Scope

The University and the Union will maintain a Labor-Management Communication Committee to provide a forum for communication between the parties. Committee meetings will be used for discussions only. The committee will have no authority to conduct any negotiations or modify the provisions of this Agreement. Pending individual grievances and grievance issues will not be discussed in committee meetings. Discussions or activities of the committee will not be subject to the grievance procedure in ARTICLE 15 – GRIEVANCE PROCEDURE.

20.2 Representation

The Labor-Management Communication Committee will consist of up to three (3) bargaining unit employees selected by the Union, a PSE Staff Representative, the Executive Director of Human Resources or designee and up to three (3) representatives selected by the University. The Union will provide the University with the names of employee representatives participating in committee meetings at least two (2) work days in advance of the meeting date. Advanced notice requirements may be waived if agreed upon by both parties. Additional bargaining unit employees may be brought into discuss specific topics.

20.3 Release Time and Meeting Expenses

The University will release employee representatives for time spent in committee meetings, provided the absence of the employees will not unduly affect normal operations. Employees attending committee meetings during their scheduled work time will 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.

20.4 Meetings

Either party may request a meeting of the Labor-Management Communication Committee by sending a written request, including a description of the issue(s) to be discussed, to the other party. To facilitate scheduling, requests sent by the Union will include a list of the employees it has selected to act as its representatives at the meeting. When requested, a committee meeting will be scheduled at a mutually acceptable time and place. The committee will not meet more than once a month, unless there is mutual agreement for more frequent meetings. Either party may keep a written record of meetings.

ARTICLE 21 - LAYOFF

21.1 The University will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article. A layoff is a University-initiated action that results in separation from the University, employment in a class with a lower salary range maximum, a reduction in the employee's FTE, or a reduction in the employee's appointment (by increasing the amount of cyclic leave in a year). Temporary hours reductions made according to ARTICLE 48 – TEMPORARY HOURS REDUCTIONS AND FURLOUGHS do not constitute layoffs.

21.2 Layoff Units

The layoff units are described in Appendix F.

21.3 Basis for Layoff

The University may layoff employees whenever such action is necessary by reason of:

21.3.1 Lack of funds;

21.3.2 Lack of work;

21.3.3 Ineligibility to continue in a position that has been reallocated;

21.3.4 Organizational change;

21.3.5 Termination of a project or contract;

21.3.6 Availability of fewer positions than there are employees entitled to such positions.

21.4 Voluntary Layoff, Leave of Absence or Reduction in Hours

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

21.5 Seniority

Employees will be laid off in accordance with seniority, as defined in ARTICLE 43 – SENIORITY.

21.6 Notice to the Union and Employees

21.6.1 In the event that the University determines that financial or operational needs require a reduction in force, including layoffs (as defined in Article 21.1) or reductions in hours/cyclic work schedules for any bargaining unit positions, the University will provide to the Union a minimum of twenty-one (21) days' notice of its proposed reductions. If requested, the University will meet and confer with the Union to discuss alternatives to the proposed reductions and/or bargain regarding the impacts of the proposed reductions. While the University may notify employees of its proposed reductions at or before the time it notifies the Union, it will not provide final notice to affected employees until the twenty-one (21) day period above has expired.

21.6.2 An employee with permanent status will receive written notice at least ten (10) calendar days before the effective layoff date. If the University chooses to implement a layoff action without providing ten (10) calendar days' notice, the employee will be paid his or her salary for the days that he or she would have worked had full notice been given. The day that notification is given constitutes the first day of notice. The Union will be provided with a copy of the notice.

21.6.3 The layoff notice for permanent employees will be in writing and will include the following:

- a. The reason or basis for layoff.
- b. The employee's layoff options, if any, including any requirement for the employee to serve a trial service period, the hours of work and a copy of the position description on file with Human Resources.
- c. The specific layoff list(s) on which the employee is entitled to request placement.
- d. The date by when the employee must select a layoff option.
- e. The employee's right to grieve the layoff process.

21.7 Grievability

If an employee believes the layoff process was not conducted in accordance with this Agreement, he/she will have the right to file a grievance.

21.8 Layoff Options

Within the layoff unit, a permanent employee scheduled for layoff will be offered the following options:

21.8.1 Accept the layoff.

21.8.2 Move to an available position allocated to the classification in which the employee holds permanent status at the time of layoff. If the employee has no option to a position in the current classification, then the employee may move to an available position in a classification in which the employee has held status, at the same salary range as the current classification. If there are no available positions at the same salary range, then to a position in a lower classification in an occupational category/classification series in which the employee has held permanent status, in descending salary order.

21.8.3 For any of the above options, a position is available if:

- a. The position is funded and vacant, or if no vacant position is available, the position is occupied by the least senior employee, starting with employees in probationary service.
- b. The position is comparable to the employee's current position as defined by the University.
- c. The employee satisfies the position requirements.

21.9 Layoff Options if None are Available in 21.8

If there are no options available pursuant to 21.8, a permanent employee may be offered a vacant and less than comparable position or a position held by a probationary employee at the same or lower salary range maximum as the position the employee is being laid off from, provided the employee satisfies the position requirements. If more than one (1) qualifying position is available, the position with the highest salary range maximum is the one that will be offered.

21.10 Demotion for Cause

An employee who has been demoted for cause will not be offered, as a layoff option, the classification from which he/she was demoted.

21.11 Acceptance or Decline of Layoff Offer

An employee will be provided three (3) business days to accept or decline, in writing, any option provided to him or her. This time period will run concurrent with the ten (10) calendar days' notice provided by the University to the employee. The day that notification is given constitutes the first day of notice.

21.12 Layoff List

A layoff list will be bargaining unit wide, by class, with employees ranked according to seniority. The names of permanent employees who have been laid off, or have accepted another appointment in lieu of layoff will be placed on the layoff list(s). Employees will be placed on the list(s) for the class(es) in which they have held permanent status with the same or lower salary range as the classification from which they were laid off and all lower classifications in the same occupational category/class series. 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. An employee who accepts a comparable position in the same occupational category/class series as the position from which he or she was laid off will be removed from the layoff list(s). An employee who has been demoted for cause is not eligible to be on the layoff list for that classification. An offer of reemployment into the employee's previous job classification will be made in writing.

21.13 Layoff List Candidates

When a vacancy occurs within the University and there are names on an internal layoff list, the University will consider all employees on the list and the internal promotional candidates who satisfy the position requirements. If the certification of candidates from the layoff list and internal promotional candidates does not result in at least ten (10) eligible candidates being certified, the employer may certify other eligible candidates. An employee who is offered a comparable position in the same occupational category/class series and refuses the offer will have his or her name removed from the internal layoff list.

21.14 Salary Upon Appointment from a Layoff List

An employee who accepts appointment 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 the layoff. If the employee accepts appointment from a layoff list to a position in a lower classification, he/she will be placed at the step in the new range closest to the salary the employee was receiving prior to layoff. In the event the employee's prior salary exceeds the top step of the new range, the employee will be placed at the top step of the new range.

When the Employer intends to accomplish work with a temporary appointment requiring thirty (30) working days or more, the Employer will first offer the temporary appointment to the employee on the layoff list who was performing that work prior to their layoff, and then if necessary to the most senior qualified employee on the layoff list. Acceptance or refusal of a temporary appointment does not remove the individual from the layoff list.

ARTICLE 22 - LEAVES OF ABSENCE WITHOUT PAY

22.1 Requesting Leave without Pay

Unless required by applicable law, or as otherwise provided for in this Agreement, leaves of absence without pay may be granted at the discretion of the responsible Vice President/designee or the President/designee, in the situation where the employee is not within a Vice Presidential unit.

22.1.1 Requests for leave of absence without pay must be submitted in writing reasonably in advance of the leave unless precluded by emergency conditions and will include the purpose and the beginning and ending date of the leave. Approval or denial of requested leave, and the authorized duration of any approved leave, will be communicated to the employee in writing.

22.2 Use of Accrued Leave Prior to Leave without Pay

Employees granted leave of absence without pay must use all compensatory time and applicable accrued leave prior to the beginning of the leave of absence without pay, except as provided in Article 28.4 or when voluntarily taken to reduce the need for mandatory layoffs or reductions.

22.3 Return Rights to Position

Employees returning to work at the end of an approved leave of absence of less than six (6) months in duration will be returned to the position they held prior to the leave of absence without pay.

22.3.1 Elimination of position

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 21 – LAYOFF.

ARTICLE 23 - LEGAL DEFENSE

23.1 If an employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of his or her employment for the University, the employee has the right to request representation and indemnification through the University according to RCW 4.92.

ARTICLE 24 - LICENSE AND CERTIFICATION

24.1 Conditions of Employment

When a license and/or certification is required as a part of the qualifications for a position prior to the appointment of an employee into the affected position, the employee will be responsible for the initial cost of the license and/or certification. Thereafter, the employee will be responsible for maintaining the license and/or certification and for all renewal costs.

24.2 Outside Entity Requirements

When an outside entity, e.g. by state regulation or local ordinance, requires a new license and/or certification following the appointment of the employee into the affected position, the University will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, the employee will be responsible for maintaining the license and/or certification and for all renewal costs.

24.3 Employer Convenience

When a license and/or certification is not required by an outside entity, and the Employer, for its own convenience, requires a new license and/or certification following the appointment of the employee into the affected position, the Employer will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, the Employer will continue to pay for maintaining the license and/or certification and for all renewal costs.

24.4 Change in Status of License

Employees will notify their supervisor if their work-required license and/or certification has expired, or has been restricted, revoked or suspended with twenty-four (24) hours of expiration, restriction, revocation or suspension of prior to their next scheduled shift, whichever occurs first.

ARTICLE 25 - MANAGEMENT RIGHTS

25.1 The University, through its designated management personnel, reserves the right to manage its affairs in accord with its lawful mandate, and retains all management powers and authority recognized by law and not specifically abridged, delegated, or modified by the terms of the Agreement.

25.2 The sole and exclusive rights of the University include, but are not limited to, the right to:

25.2.1 Plan, direct and control all operations and services of the University, including its mission, strategic direction, service levels, staffing levels and resource requirements;

25.2.2 Recruit, hire, direct, supervise, transfer, and promote employees based on standards established by the University;

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

25.2.4 Determine the methods, means and organization by which University operations and service will be undertaken and accomplished;

- 25.2.5 Discipline or discharge probationary employees as it deems appropriate; discipline or discharge employees, for cause, who have completed probation;
- 25.2.6 Assign work, schedule the hours of work, alter work schedules, establish or modify the workweek, daily shifts, and days off, and authorize overtime;
- 25.2.7 Establish the duties and responsibilities of employees, including the development and alteration of job descriptions, and determine the skills and abilities necessary to perform the duties of such responsibilities;
- 25.2.8 Establish and implement policies and procedures for evaluating the performance of employees;
- 25.2.9 Plan and implement any reductions in force, including the identification of specific position(s) or job classifications affected by a reduction in force;
- 25.2.10 Take all necessary actions to carry out the mission of the university during emergencies;
- 25.2.11 Determine the need for additional training, and assign employees to complete any such training; and
- 25.2.12 Perform all other functions not expressly limited by this Agreement.

ARTICLE 26 - MEMBERSHIP REPORTS

26.1 Membership Reports

The University will provide the following information to the Union, each pay period, on all bargaining unit employees and those paying dues or fees to PSE – if maintained by the University:

Employee ID number, name, home mailing address, work telephone number, work county, department, University mail-stop, employment status (regular or cyclic), FTE percentage, classification code and title, notice of shift differential (Yes or No), union base salary, range and step, original hire date (first hire date with CWU), current hire date (most current hire date – only with CWU), separation date, dues rate, dues or fee deduction amount, bargaining unit code, and LWOP status.

- 26.1.1 This information will be transmitted to the Union at its official headquarters in an electronic format.

26.1.2 The University will be held harmless in the event the information provided to the Union is used for anything other than its intended purpose. The Union will maintain the confidentiality of all employees' home mailing addresses.

26.2 Membership Movement Reports

Each pay- period, the University will provide the Union with a report that indicates whether an employee has been appointed to, separated from, or promoted out of the bargaining unit(s) and the effective date of such action.

26.3 The University will not be held responsible for accuracy or completeness of employee provided information.

ARTICLE 27 - MILITARY LEAVE

27.1 Leave Entitlement

An employee will be entitled to military leave of absence for the following reasons:

27.1.1 Paid Leave

In accordance with RCW 38.40.060, an employee who is a member of a military reserve of the U.S. or the Washington National Guard, will be entitled to military leave of absence with pay not to exceed twenty-one (21) working days during each year, beginning October 1st and ending the following September 30th, when called, or to take part in active training duty.

- a. Such leave will be in addition to any vacation and sick leave to which an employee is entitled.
- b. During the twenty-one (21) day period of military leave of absence with pay, an employee will receive their normal base pay.

27.1.2 Leave without Pay

An employee will be entitled to military leave of absence without pay for service in the uniformed services of the United States or the state, and to reinstatement, as provided in chapter 73.16 RCW and federal law.

- a. During military leave of absence without pay, an employee may use a minimum of four (4) hours of compensatory time or paid leave each pay period to assure payment of the employee's premiums for medical insurance (as provided for by PEBB) and optional insurance coverage (and taxes and retirement contributions). If the employee does not have appropriate paid leave to charge and wishes to continue medical coverage, the employee will

be required to self-pay to the Health Care Authority to keep the state's insurance programs active.

- b. No adjustments will be made to the seniority date while an employee is on military leave of absence.

ARTICLE 28 - MISCELLANEOUS PAID LEAVES

28.1 Civil Duty Leave

An employee will be granted a leave of absence with pay to serve as a member of a jury or when, due to the performance of his or her job duties, he or she is subpoenaed to appear before a legally constituted body authorized by law to compel attendance of witnesses. Employees will be allowed to retain any compensation paid to them for their civil duty service. Employees whose work shift is other than a day shift will be reassigned to a day shift during the period of civil duty.

28.1.1 Subpoena

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. On any day an employee is dismissed from serving on a jury or has completed other subpoenaed duty as described in 28.1 during their scheduled work shift, the employee will immediately return to work to complete his or her shift. Should the employee not return to work, leave of absence with pay will not be granted for performance of civil duty.

When an employee is subpoenaed as a witness on behalf of the Union, the employee may appear without loss of pay if he or she appears during his or her scheduled work time. 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 subpoenaed witnesses, the grievant and the Union representative.

28.1.2 Travel

Employees will not be eligible for University per diem or travel expenses under Civil Duty Leave. The employee may retain any reimbursement from the courts.

28.2 Release Time for Interview(s)

Leave with pay at the regular rate may be granted for the purposes of interviewing with the University.

28.3 Life-Giving Procedures

Employees will be granted paid leave, not to exceed three (3) days annually, as needed for the purpose of participating in life-giving procedures. "Life-giving procedures" is defined as a medically-supervised procedure involving the testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments. Such leave will not be charged against sick leave or vacation leave, and use of leave without pay will not be required. Employees will provide reasonable advance notice before taking such leave, and will provide written proof from an accredited medical institution, physician or other medical professional that the employee participated in a life-giving procedure.

28.4 Bereavement

Upon request, an employee will be granted up to five (5) paid days for each occurrence for making arrangements, traveling to and attending a funeral or memorial service, or handling related estate business for the death of a family member as defined in the following list. With the approval of the supervisor, employees may take sick leave or leave without pay for an additional five (5) days of bereavement leave. Family member is defined for this purpose as parent, step parent, sister, brother, spouse, mother-in-law, father-in-law, grandparent, grandchild, son, daughter, stepchild, a child in the custody of and residing in the home of an employee, domestic partner, and corresponding relatives of employee's spouse or domestic partner. For purposes of this section, "domestic partners" are defined as persons who reside in the same home who have reciprocal duties to and do provide financial and/or emotional support for one another.

Employees may take up to two (2) days of sick leave or leave without pay for bereavement leave for the death of a family member not listed above.

28.5 Suspended Operations/Emergency Closure/Inclement Weather

Employees will be granted paid leave for emergency closure/inclement weather in accordance with University policy.

ARTICLE 29 - NONDISCRIMINATION AND AFFIRMATIVE ACTION

29.1 Compliance with state and Federal Law

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

29.2 Nondiscrimination

Neither the University nor PSE will discriminate against any employee because of race, color, creed, religion, national origin, sex, sexual orientation, gender identity nor gender expression, age, marital status, disability, or the status as a protected veteran is prohibited. Bona fide occupational qualifications based on the above traits do not violate this section.

29.3 Complaints

Employees may challenge practices or actions that they allege violate the provisions of Sections 29.1 and 29.2 through the University's Office of Equal Opportunity policy and procedures, and/or using those remedies available through applicable law. Alleged violations of Sections 29.1 and 29.2 shall not be the subject of grievances under ARTICLE 15 – GRIEVANCE PROCEDURE.

ARTICLE 30 - OFF-DUTY ACTIVITIES

30.1 Employees shall not be disciplined for off-duty conduct absent a nexus between the conduct and the employee's on-duty responsibilities.

30.2 Employee Reporting Responsibilities

Employees will report all arrests and any court-imposed or legal restrictions, sanctions or conditions that affect their ability to perform assigned duties to their supervisor within twenty-four (24) hours or prior to or at the beginning of their next scheduled work shift.

30.3 Outside Employment

Employees may engage in outside employment provided it does not involve use of the University's property, facilities, authority or name, and does not create a conflict of interest, either in type of work or availability.

ARTICLE 31 - OVERTIME

31.1 Overtime Definition

Overtime is defined as time that an overtime-eligible employee works in excess of forty (40) hours per workweek.

31.2 Overtime Rate

In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1 ½) times an employee's regular rate of pay in accordance with the Human Resource Information System. The regular rate of pay will not include any exclusions allowable under federal or state law.

31.3 Definitions of Work

31.3.1 The definition of work, for overtime purposes only, includes:

- a. All hours actually spent performing the duties of the assigned job.
- b. Work-related travel time as required by the Fair Labor Standards Act.
- c. Holidays.
- d. Leave with pay.

31.3.2 Work for overtime purposes does not include:

- a. Compensatory time off.
- b. Shared leave.
- c. Leave without pay.
- d. Additional compensation for time worked on a holiday.
- e. Time compensated as standby or call back.

31.4 Overtime

Employees must have prior approval to work overtime. Employees are eligible for overtime under the following circumstances:

31.4.1 Eligibility

Overtime-eligible employees who work more than forty (40) hours in a workweek will be compensated at the overtime rate.

31.4.2 Part-time Employees

A part-time employee whose workweek is less than forty (40) hours will be paid at the regular rate of pay for all authorized work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work more than forty (40) hours in a workweek.

31.5 Scheduling Overtime

Supervisors will determine whether work will be performed on regular work time or overtime; the number, the skills and abilities of the employees required to perform the work; and the duration of the work.

31.5.1 Supervisors will first attempt to meet overtime requirements on a voluntary basis with qualified employees who are currently working. If there are not enough qualified employees volunteering to work overtime, a supervisor may require employees to work overtime.

31.6 Compensatory time for Overtime-Eligible Employees

Supervisors may approve compensatory time in lieu of cash payment for overtime to an overtime-eligible employee, upon agreement between the supervisor and the employee. Compensatory time will be granted at the rate of one and one-half (1 ½) hours of compensatory time for each hour of overtime worked.

31.6.1 Accrual and Use of Compensatory Time

Employees may accumulate up to a maximum of forty (40) hours of compensatory time. Employees must use compensatory time prior to using vacation leave. Exceptions may be requested and approved if mandatory use of compensatory time would result in the loss of vacation leave. Compensatory time must be used and scheduled in the same manner as vacation leave, as in ARTICLE 55 – VACATION LEAVE. Scheduled compensatory time off may be revoked in emergencies as determined by the direct supervisor.

31.6.2 Annual Cash Out Date

Annually, compensatory time balances will be used or cashed out by June 30. In addition, compensatory time off may be limited by the employee's direct supervisor during the final sixty (60) days prior to the University's cash-out date.

ARTICLE 32 - PARKING

32.1 The University will continue to encourage but not require employees covered by this agreement to use alternate means of transportation to commute to and from work.

32.2 Parking Requirements

Employees will continue to be eligible to park in designated University parking areas. The University will establish and charge parking fees, assess fines for violations of parking regulations, order the removal of vehicles parked in violation or regulations at the expense of the violator, and seek collection of any unpaid fines.

32.3 Parking Rates

The University's parking rates for bargaining unit members will be as described below.

		FY 2022 7/1/2021	FY 2023 7/1/2022
	Staff/ Faculty		
Calendar		\$273	\$286
Quarter		\$130	\$136
Summer		\$110	\$115
	Motorcycle		
Calendar		\$102	\$107
Quarter		\$34	\$36
	Weekly		
5 Days		\$25	\$26
	Aqua/Wellness		
Quarter		\$25	\$26
	Daily		
Daily		\$6	\$7

All parking fees include State mandated sales tax.

32.4 Payroll Deduction

Employees will continue to be eligible for payroll deduction pre-tax parking fees.

32.5 Parking Committee

PSE may place a representative on any University committee charged with the responsibility for making parking/transportation recommendations. The University will provide release time for time spent attending committee meetings.

32.6 Free Parking Lots

For the term of this Agreement, employees will continue to have access to free parking in lots designated by the University, on a first come, first serve basis.

32.7 Carpool Rates

In the event the University adopts a reduced parking rate for employees participating in a carpool or ride-share program, PSE-represented employees may participate in the program on the same terms as it is offered to other University employees.

32.8 Changes to Parking Rates and Access

During the term of this Agreement, the University will not increase the amount charged to bargaining unit employees for parking fees beyond the rates described above, change lots designated for employee parking, or eliminate free parking lots without first complying with its bargaining obligations under Section 12.6.

ARTICLE 33 - PERFORMANCE EVALUATIONS

33.1 Performance Evaluations

Performance evaluations will be used to describe how an employee contributes to the achievement of the mission, goals and objectives of the University and department.

33.2 Frequency of Reviews

Employee work performance will be evaluated during probationary and trial service periods and scheduled annually thereafter.

33.3 Performance Review Process

33.3.1 Immediate supervisors will meet with employees at the start of their review period to discuss performance expectations, and during the review period to discuss any modifications to those expectations. Performance evaluations will not be used as disciplinary tools. Performance problems will be brought to the attention of the employee before it is mentioned in an evaluation. At the conclusion of the review period, immediate supervisors will meet to review the final evaluation, plan for the forthcoming review period, and answer the employee's questions.

33.3.2 As part of the performance evaluation process employees will be provided with a written, University Performance Development Plan form with instructions, which will be utilized bargaining unit wide, and 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. At the feedback session, the employee and the supervisor will share their draft performance assessments. The employee, at this time, may request a personal meeting with the reviewer as outlined in the referenced Plan above.

33.3.3 The completed performance evaluation, including the employee's comments, will be maintained in the employee's personnel file.

33.3.4 If an employee disagrees with his or her performance evaluation, the employee has the right to attach a written rebuttal.

33.4 Performance Evaluation Training

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

33.5 Grievability

The evaluation process is subject to the grievance procedure in ARTICLE 15 – GRIEVANCE PROCEDURE. The specific content of performance evaluations are not subject to the grievance procedure.

ARTICLE 34 - PERSONNEL FILES

34.1 Official Personnel File

There will be one (1) official personnel file maintained by the University for each employee which will be kept in Human Resources. This will not prevent the maintenance of all lawful payroll, benefits, medical and computer records by the University or a supervisor's working file.

34.2 Employee Right to Review

Employees may review his or her own personnel file, supervisory file, and payroll file and may request a copy of his or her own personnel records. With such authorization as is required by law, a PSE Staff Representative may review an employee's file provided the file contains relevant information related to PSE's processing of grievances in the course of representing all members of the bargaining unit. The employee and/or the PSE Staff Representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the file that he or she considers objectionable. The University may charge a reasonable fee for copying any materials beyond the first copy requested by the employee and/or the PSE Staff Representative.

34.3 Copies of Personnel File Materials and Written Rebuttals

Materials placed in an employee's personnel file regarding performance or discipline will first be provided to the employee. Employees may respond to material included in their personnel file and may provide responsive material for inclusion in their file.

34.4 Removal of Material

Information in the official personnel file relating to employee misconduct will be immediately removed and given to the employee in situations where the employee is exonerated and/or where the information is found to be false. Information may be retained if it is related to pending legal actions or legal actions may reasonably be expected to result.

34.5 Public Disclosure

When documents in an employee's personnel file are subject to public disclosure, the employee will be notified in writing of any requests at least seven (7) calendar days prior to releasing the information.

34.6 Supervisory Files

Supervisory files should be purged of the previous year's job performance information following the completion of the annual performance evaluation, unless circumstances warrant otherwise.

34.7 Medical Files

Medical files will be kept separate and confidential in accordance with state and federal law. No medical information will be contained in the official personnel file.

ARTICLE 35 - PRESUMPTION OF ABANDONMENT OF POSITION

35.1 Separation Due to Unauthorized Absences

Following an employee's unauthorized absence of four (4) or more consecutive working days, the University may separate an employee by sending a separation notice to the employee by certified mail to the last known address of the employee.

35.1.1 Notification of Separation

When this notice has been deposited in the United States mail, properly stamped and addressed to the last known address on file with the University, the employee will be considered served, and the date of mailing will be the date of service. Service upon the employee will then be regarded as complete.

35.2 Petition for Reinstatement

Within seven (7) calendar days after the date of service, the employee separated for unauthorized absence may petition the Appointing Authority in writing to consider reinstatement. The employee must provide proof that the absence was involuntary or unavoidable.

35.2.1 If an employee petitions within the seven (7) calendar days and is not reinstated, the employee may grieve the separation in accordance with ARTICLE 15 – GRIEVANCE PROCEDURE. The grievance may not be based on information other than that shared with the University at the time of the petition for reinstatement.

35.3 Continuation of Benefits

The Human Resources Department will advise the employee of the options for continuation of medical benefits.

ARTICLE 36 - PRINTING OF THE AGREEMENT

- 36.1 The University will make this Agreement available on the University's web site and provide a copy to the Union in an electronic format. Each party will be responsible for the printing of the Agreement for their constituents.

ARTICLE 37 - PROBATIONARY AND TRIAL SERVICE PERIODS

- 37.1 Definitions

Each employee appointed to a position in a bargaining unit by initial appointment or after any break in service will serve a probationary period. A permanent employee appointed to a position in the bargaining unit by promotion, transfer, voluntary demotion, reversion or an option in lieu of layoff will serve a trial service period. An employee reverted to a comparable position with the same job duties as the position in which the employee last held permanent status will not be required to serve a trial service period. The University determines the comparability of the position.

- 37.2 Probationary and Trial Service Periods

The probationary and trial service periods are recognized as an extension of the selection process and will be served immediately following appointment. These periods are to allow the University the opportunity to observe and assess the employee's work and to train and aid the employee in adjusting to the position in order to determine if the employee will be granted permanent status in the position. The University will provide employees with supervisory guidance to include on-the-job training, verbal and/or written feedback, job specific expectations, and a formal performance evaluation(s) which the University will attempt to deliver at or near the midpoint of the probationary/trial service period.

- 37.2.1 Probationary Period

Each employee appointed to a position in a bargaining unit by initial appointment will serve a probationary period of six (6) months. The University may extend the probationary period for an individual employee as long as the extension does not cause the total period to exceed (12) months. In the event the University extends a probationary period, it will provide the employee and the Union with a written explanation for the extension, a description of any performance issues that must be addressed and a schedule for one or more future evaluations.

- 37.2.2 Trial Service Period

A permanent employee who accepts a position in the bargaining unit will serve a trial service period of six (6) months. The University may extend the trial service period for an individual employee as long as the extension does not cause the total period to exceed (12) months. In the event the University extends a trial service period, it will provide the employee and the Union with a written explanation for the

extension, a description of any performance issues that must be addressed and a schedule for one or more future evaluations.

37.2.3 If a temporary employee is hired into a permanent position and has performed the full scope of responsibilities for the position as a temporary employee, the time worked in the temporary position may count towards the probationary period with approval of the appointing authority.

37.3 Extensions of Probationary and Trial Service Periods

The probationary and trial service periods will be extended for an amount of time equal to all periods of sick leave, leave without pay and/or shared leave, for eighty (80) or more hours.

37.4 Trial Service Reversion

The University may revert an employee whose work performance is unsatisfactory during the trial service period. The University will provide seven (7) calendar days written notice to an employee who is being reverted during the trial service period. If the employee is unavailable, notification will be by certified mail. If the University fails to provide seven (7) calendar days' notice, the reversion will stand and the employee will be entitled to payment of the difference in salary for up to seven (7) calendar days, which the employee would have worked at the higher level if notice had been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status in the higher classification.

37.4.1 Involuntary Trial Service Reversion Rights

An employee who, following a promotion or transfer, is removed from a position during the trial service period will have the right to revert to a vacant position or a position held by a probationary employee for which the employee meets the position requirements and which is allocated to the class in which the employee last held permanent status; or if no positions are available, to a vacant position or a position held by a probationary employee for which the employee meets the position requirements and is allocated to a class which has the same or lower salary range maximum. If the employee is not returned to a vacant position or a position held by a probationary employee in the class the employee last held permanent status, the employee may request to be placed on the appropriate layoff list(s) in accordance with the terms of this Agreement.

37.4.2 Involuntary Trial Service Rights (Following a Voluntary Demotion)

An employee who, following a voluntary demotion, is removed from a position during the trial service period will have the right to revert to a vacant position or a position held by a probationary employee for which the employee meets the position

requirements which has the same or lower salary range maximum as the class from which the employee is reverting. If the employee is not returned to a vacant position or a position held by a probationary employee, the employee may request to be placed on the appropriate layoff list(s) in accordance with the terms of this Agreement.

37.4.3 Voluntary Trial Service Reversion Rights

Within thirty calendar days from the date of appointment, an employee has the right to voluntarily revert during a trial service period by providing seven calendar days' written notice to the current employer. After thirty calendar days from the date of appointment, an employee may voluntarily revert only at the discretion of the employer to which the employee has reversion rights. Upon voluntary reversion, the employee has the rights provided by WAC 357-19-115 through 357-19-117 with the current employer. At the discretion of the former employer, employees may voluntarily revert to the former employer and have the rights provided by WAC 357-19-115 through 357-19-117 with the former employer.

37.4.4 Layoff List

An employee reverting from trial service following appointment to a position as a layoff option will have his or her name reinstated on any layoff list from which their name was removed at the time of placement in the position.

37.4.5 Trial Service Reversion Review/Grievability

An employee who is reverted during his or her trial service period may request a review of the reversion by the Appointing Authority or designee within fourteen (14) calendar days from the effective date of the reversion. The reversion of employees during their trial service period is grievable to the top internal step of the grievance procedure.

37.5 Separation of a Probationary Employee

If during the probationary period the University determines that an employee does not meet the University's expectations, the University may separate the employee. Written notice of the action must be provided to the employee at least one (1) workday prior to the effective date of the action. If the employee is unavailable, notification will be by certified mail. If the University fails to provide one (1) working days' notice, the separation will stand and the employee will be entitled to payment of salary for up to one (1) working day, which the employee would have worked had notice been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status.

37.5.1 Exit Interview/Grievability

An employee who is separated from state service during the probationary period has no recourse to the grievance procedure. Upon request employees who are separated during the final two (2) months of their probationary period will be entitled to an exit interview with their supervisor, during which the employee may ask the University to reconsider its decision.

ARTICLE 38 - PROJECT POSITIONS

- 38.1 Project positions have specific durations of longer than six (6) months. 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.

ARTICLE 39 - PROMOTIONS, TRANSFERS, VACANCIES, AND VOLUNTARY DEMOTIONS

39.1 Position Vacancies

As vacant positions become available, bargaining unit employees will be considered for the following opportunities:

39.1.1 Promotion

A promotion, which is defined as an appointment of an employee to a class with a higher salary range maximum that results in a salary increase.

39.1.2 Transfer

A transfer, which is defined as an employee initiated move from one position to another position in the same class.

39.1.3 Voluntary Demotion

A voluntary demotion, which is defined as the change of an employee from a position in one class to a position in another class which has a lower salary range maximum. This section does not apply to employees who are involuntarily demoted.

39.2 Position Postings

Positions will be posted on the Human Resources website for at least fourteen (14) calendar days. The posting will include a job summary, position requirements, salary range and assigned work schedule.

39.3 Application for Promotion, Transfer or Voluntary Demotion

It is the responsibility of each employee seeking promotion, transfer or voluntary demotion to provide the University with complete information regarding the employee's skills and qualifications relative to the position sought.

39.4 Screening Process

The University will determine if applicants possess the requirements of a position. The University will consider all qualified bargaining unit applicants and offer interviews to at least two (2) bargaining unit candidates possessing the position requirements, and expressing interest in the position. In accordance with applicable law, affirmative action goals will be considered when filling vacancies.

39.5 Probationary Employees

Employees serving a probationary period will not be included as internal employees seeking promotional, transfer or voluntary demotion and will not be guaranteed consideration for vacant positions.

39.6 Notification of Reallocated Positions

The University will notify the Union in the event that a bargaining unit position is reallocated.

ARTICLE 40 - REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

40.1 The University, Union, and employee will comply with all relevant federal and state laws, regulations, and executive orders, and with the provisions of University policy in providing reasonable accommodations to qualified individuals with disabilities.

40.2 An employee who believes that he or she suffers a disability and requires reasonable accommodation to perform the essential functions of his or her position may request such an accommodation from the Human Resources disability specialist. Employees requesting accommodation must cooperate with the University in discussing the need for and possible form of any accommodation.

40.3 The University may require supporting medical documentation with any request for accommodation, and may require the employee to obtain a second medical opinion at

University expense. Medical information disclosed to the University will be kept confidential, in a file separate from the employee's personnel file and disclosed only on a need-to-know basis.

40.4 The University will determine whether an employee is eligible for a reasonable accommodation, and the final form of any accommodation to be provided. If the University determines that an employee's disability cannot be reasonably accommodated, including consideration of whether a move to a vacant position for which the employee is qualified might be a reasonable accommodation, 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.

40.5 Reemployment

At any time after disability separation, the former employee may reapply for employment and will, upon meeting the competencies for the position applied for, be referred to the hiring department in addition to any other qualified candidates.

40.5.1 Before being reemployed, the former employee must provide documentation from his or her health care provider verifying his or her ability to perform the essential functions of the position applied for.

40.5.2 Upon reemployment within eighteen (18) months from the date of disability separation and successful completion of the probationary period, the time between disability separation and reemployment will not be considered a break in service.

ARTICLE 41 - SAFETY AND HEALTH

41.1 The University, employee and Union have a significant shared responsibility for workplace safety.

41.1.1 The University will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA) to include required safety devices, personal protective equipment and apparel.

41.1.2 The employee will comply with all safety practices and standards established by the University including wearing and/or using provided safety devices, personal protective equipment and apparel.

41.1.3 The Union will work cooperatively with the University on safety-related matters and encourage employees to work in a safe manner.

41.2 Safety Committee

41.2.1 The University will maintain a University-wide joint employee-employer safety committee in accordance with WISHA requirements as outlined in WAC 296-800-130. The committee will consider workplace health and safety issues affecting employees. Any employee has the right to bring a workplace health and safety concern to this committee. The committee recommendations will be forwarded to the appropriate appointing authority for review and action, as necessary.

41.2.2 Employee participation in safety and health committee meetings will be considered time worked. No overtime or compensatory time will be paid as a result of participation on this committee.

41.2.3 PSE shall have up to two (2) representatives, designated by the union, on the University Safety Committee if they choose to appoint representatives. The committee will not be restricted in its activities or responsibilities if PSE chooses not to appoint a member.

41.3 Facilities

Adequate lunchrooms, washrooms, and toilet facilities will be provided and available for use by employees, regardless of gender.

41.4 Hazardous Materials

Employees whose job includes the handling of hazardous materials will be responsible for following all governmental regulations and University policies regarding such materials. The University will maintain a written hazard communication program in accordance with WAC 296-901. The University will provide employees with appropriate training regarding hazardous materials used in the employee's work.

41.5 Unsafe Work Areas

In the event the University determines that an employee's work area is unsafe, or that the employee is being/has been exposed to hazardous levels of fumes or chemicals, the University will notify the employee as soon as possible of the potential danger or exposure, and will take appropriate actions to remedy the unsafe condition, including stopping work at the affected location if it cannot continue safely.

41.6 Unsafe Work Assignments

The University will comply with WAC 296-360-150. An employee who is given an assignment that they reasonably believe will be detrimental to their health will immediately notify their 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 may participate in any review conducted pursuant to this section.

41.7 Smoking Policy

Smoking is prohibited in University facilities, buildings and vehicles in accordance with CWUP 2-40-180 and RCW 70.160. Employees may smoke only in designated areas.

41.8 Workplace Violence

The University will continue to maintain a written policy that outlines University procedures for dealing with violence in the workplace (General University Policies and Organization #2-30-280 dated 9/5/07). PSE shall have up to two (2) representatives, designated by the Union, on the Equal Opportunity Committee if they choose to appoint representatives. The University will provide release time for time spent attending committee meetings.

41.9 Ergonomics

CWU will provide employees with ergonomic workstation self-assessments and job specific ergonomic guides through the Environmental Safety and Health webpage. Departments can arrange for the university's preferred vendor to conduct a fee for service workspace evaluation and/or purchase ergonomically correct furnishing at the departments own cost. Recommendations for alterations to a job workstation identified during an assessment will be shared with the effected employee and with his or her supervisor.

41.10 Excessive Heat Conditions

Employee concerns over excessive heat at their work locations should be reported to the appropriate supervisor. In the event that adjustments cannot be made to ensure that a work location meets reasonable standards of heat and climate control, the University will consider temporarily relocating the employee, adjusting their schedule or taking other mitigation measures until the heat issues resolve.

ARTICLE 42 - SAVINGS CLAUSE

42.1 Partial Invalidity

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

ARTICLE 43 - SENIORITY

43.1 Seniority Defined

The term “seniority” will mean an employee’s rank with respect to other members of the bargaining unit for the application of the personnel preferences described in this Agreement.

43.2 Establishing Seniority Dates

An employee’s seniority date will be the date of his or her first day of employment with the University. However, for employees who transfer into a PSE bargaining unit after the date of certification of that unit, the seniority date will be the first day of employment in a bargaining unit position.

43.3 Applicability

Seniority will apply to all employees covered by this Agreement.

43.4 Adjustment of Seniority Date

Approved unpaid leave will not result in a break in service, but will result in adjustment of an employee’s seniority date. When an employee is on leave without pay for more than eighty (80) hours in a calendar month, the employee’s seniority date will be moved forward in an amount equal to the duration of leave without pay, except as follows:

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

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

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

43.5 Losing Seniority

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

43.6 Transfer to a CWU Position Outside of PSE Bargaining Unit

In the event that an employee with seniority rights transfers to a classified position outside of a PSE bargaining unit, the employee will retain seniority rights as they existed on the effective date of the transfer. Should the employee return to the bargaining unit at any future date, the seniority date will be adjusted forward in an amount equal to the break in bargaining unit service. Bargaining unit members who transfer to an exempt administrative position will retain their seniority for one (1) year.

43.7 Seniority Ties

All seniority ties will be broken by lot. The affected employees may be present when a representative from Human Resources, along with the President of the local PSE chapter (or designee) perform this procedure.

43.8 Veteran Status

For the purposes of layoff, an employee who is a veteran, or his or her surviving spouse, will have added to his or her seniority date the length of his or her veteran's active military service to a maximum of five (5) years' credit, as provided for in RCW 41.06.133 (13).

43.9 Layoff Seniority Rights

Time spent in layoff status will not be considered a break in service if the employee is recalled to work from a layoff list or otherwise accepts a position in the bargaining unit. Upon recall from a layoff list or appointment, an employee's seniority date will be adjusted by the period of time the employee spent in layoff status. Employees on layoff status must provide the University's Human Resources with their current contact information, including a mailing address.

ARTICLE 44 - SHARED LEAVE

44.1 Shared Leave

44.1.1 Employees may donate and receive shared leave for those purposes and subject to the limitations described in RCW 41.04.650 et seq. and applicable University policy.

44.2 Uniformed Service Shared Leave

In accordance with RCW 41.04.685 et seq., and applicable University policy, employees may participate in the Uniformed Service Shared Leave Pool, administered by the Military Department, Department of Personnel and Office of Financial Management.

ARTICLE 45 - SICK LEAVE

45.1 Sick Leave Accrual

45.1.1 Full-time Employees

Full-time employees in pay status for eighty (80) non-overtime hours in a calendar month will accrue sick leave at the rate of eight (8) hours for each completed calendar month of active service.

45.1.2 Part-time Employees

Part-time employees will accrue a prorated amount of sick leave in any calendar month in which they are in pay status for the portion of eighty (80) hours that their monthly schedule bears to full-time employment.

45.1.3 Employees who take leave without pay for more than eighty (80) hours in any calendar month will accrue sick leave for that month at a rate of one (1) hour for every forty (40) hours worked.

45.1.4 Employees may accrue an unlimited amount of sick leave.

45.1.5 Sick leave may not be used in advance of accrual.

45.1 Accrued Sick Leave Use

Sick leave may be used for the purposes below.

45.1.1 An employee's own mental or physical illness, injury or health condition.

45.1.2 To accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition.

45.1.3 Preventive care, such as a medical, dental or optical appointment and/or treatment.

45.1.4 Care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition.

45.1.5 Care for a family member who needs preventive medical care.

45.1.6 Closure of the University, or the employee's child's school/place of care, by order of a public official for any health-related reasons.

- 45.1.7 Care of family members as required by the Family Care Act, RCW 49.12.265 et seq.
- 45.1.8 A death of a family member as defined in Article 28 MISCELLANEOUS PAID LEAVES that requires the employee's absence from work. Sick leave use for bereavement is limited to five (5) days for individuals outlined in Article 28. Employees may use up to two (2) days for family members not identified in Article 28.
- 45.1.9 A period of medically imposed quarantine following the exposure to a contagious disease during the period when attendance on duty would jeopardize the health of others.
- 45.1.10 The continuation of employee benefits; i.e., medical and optional insurances (as provided for by PEBB), by allowing the use of eight (8) hours of sick leave per month during periods of medical leave of absence without pay up to twelve (12) weeks.
- 45.1.11 If during a scheduled vacation, an employee becomes ill to the extent that hospitalization is required, and the employee presents medical certification verifying hospitalization, the employee's absence from date of hospitalization may be charged to sick leave rather than vacation leave. An employee who during a vacation becomes ill and is confined to his or her home or temporary residence for three (3) or more days pursuant to a health care provider's order as evidenced by a health care provider's certificate, may be treated as if hospitalized under this section.
- 45.1.12 For periods of Military Family Leave in accordance with WAC 357-31 and Domestic Violence Leave in accordance with WAC 357-31.
- 45.1.13 An employee using sick leave will be charged for only the number of hours he or she was scheduled to work during the period of sick leave. Holidays that occur during sick leave periods will be paid as a holiday and not charged as a sick leave day.
- 45.1.14 For the purposes of this section, "family" member means any of the following:
- a. A child, including biological, adopted, or foster child, stepchild, or a child whom the employee stands in loco parentis, is a legal guardian, or is de facto parent, regardless of age or dependency status;
 - b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;

- c. A spouse or domestic partner;
- d. A grandparent;
- e. A grandchild;
- f. A sibling.

45.2 Use of Compensatory Time or Vacation Leave for Sick Leave Purposes

45.2.1 Employees may use their choice of sick leave, compensatory time, vacation leave or all of a personal holiday to care for a family member in circumstances covered by the Family Care Act (see Section 45.1.7).

45.2.2 An employee who has used all of his or her sick leave may use compensatory time and vacation leave for sick leave purposes. Compensatory time will be used prior to any use of vacation leave for sick leave purposes.

45.3 Sick Leave Reporting and Verification

- a. Sick leave will be charged in six (6) minute increments.
- b. The employee, unless physically unable to do so, must notify his or her supervisor as soon as the employee becomes aware that he or she will be absent from work and each day thereafter unless there is a mutual agreement to do otherwise.
- c. For absences of more than three (3) consecutive days or where there is a reason to suspect leave abuse, the supervisor may require that an employee submit a certificate from a health care provider verifying the need for sick leave.
- d. Before returning to work after the employee's own serious health condition, the employee may be required to provide a fitness for duty certificate from a health care provider.

45.4 Coordination of Benefits

Employees who are absent due to illness or injury covered by worker's compensation benefits may use accrued sick leave to make up the difference between the employee's regular salary and the amount received in workers' compensation benefits.

45.5 Carry-Forward

Employees will be allowed to carry forward from year to year of service, any unused sick leave allowed under this provision and will retain and carry forward any unused sick leave accumulated prior to the effective date of this Agreement.

45.6 Sick Leave Cash Out

Employees will be eligible to receive monetary compensation for accrued sick leave as follows:

- 45.6.1 In January of each year, and at no other time, an employee whose sick leave balance at the end of the previous year exceeds four hundred eighty (480) hours may elect to convert the sick leave hours earned in the previous calendar year, minus those hours used during the year, to monetary compensation; provided:
- a. No sick leave hours may be converted which would reduce the calendar year-end balance below four hundred eighty (480) hours.
 - b. Monetary compensation for converted hours will be paid at the rate of twenty-five percent (25%) and will be based on the employee's current salary.
 - c. All converted hours will be deducted from the employee's sick leave balance.
 - d. Notification of the request to convert these hours must be received by Human Resources by January 31st of each year.
- 45.6.2 Employees who separate from state service because of retirement or death are compensated for twenty-five percent (25%) of their total sick leave hours or the University may deposit equivalent funds in a medical expense plan. Compensation is based on the employee's salary at the time of separation. Retirement under this section does not include "vested out of service" employees who leave funds on deposit within the Department of Retirement.
- 45.6.3 Employees who separate for any reason other than retirement or death are not paid for their accrued sick leave.
- 45.6.4 Former state employees who are re-employed by the university within five (5) years of leaving state service will be granted all unused and unpaid sick leave credits they had at separation. Unless otherwise required by applicable law, employees who are reemployed after retiring and cashing out their sick leave balance will not have leave reinstated at the time of rehire; when the such employee subsequently retires again or dies, only that unused sick leave accrued since the date of reemployment minus that taken within the same period may be compensated as provided in Section 45.6.2.

ARTICLE 46 - STRIKE AND LOCKOUT PROHIBITION

46.1 Strikes

The Union will not initiate, cause, permit, or participate in any strike, unauthorized absenteeism, work stoppage or slowdown, or other interruption of the state's operations.

46.1.1 The Union will notify all local officers, representatives and bargaining unit members of their obligation and responsibility to maintain compliance with this Section, including their responsibility to remain at work during any of the activities described above, to encourage other employees to do the same, and to encourage employees violating this Section to return to work.

46.2 Lockout

The University will not lock out employees as a consequence of any dispute arising during the period of this Agreement, or during negotiations for a subsequent agreement.

ARTICLE 47 - TEMPORARY APPOINTMENTS

47.1 Temporary Appointments

The University may make temporary appointments. Individuals in temporary appointments are limited to one thousand fifty (1,050) hours of work in any twelve (12) consecutive month period from the individual's original date of hire. The University will maintain a current temporary pool of PSE members interested in working during their cyclic leave periods. Departments will have access to this pool to fill future temporary appointments.

47.1.1 Represented Individuals

Excluding students, individuals in temporary appointments who work between three hundred fifty (350) hours and one thousand fifty (1,050) hours in the twelve (12) consecutive month period defined above who are members of the bargaining units identified in Appendix A represented by the Union, are governed by the specific terms of this Article. Unless identified in Section 47.4, below, no other Articles in this Agreement apply to represented individuals.

47.1.2 Compensation for Represented Individuals

There are five (5) pay levels:

- a. Level 1: Typically, the majority of the work performed is similar to the following classifications, including but not limited to: Office Assistant 2 and 3, Customer Service Specialist, Fiscal Technician 2, Media Technician, Program Assistant, Scientific Technician, Secretary, and Library & Archives Paraprofessional 1.

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- i. Level 1 Pay rate – Minimum Wage - \$17.00/hour
- b. Level 2: Typically, the majority of the work performed is similar to the following classifications, including but not limited to: Fiscal Technician 3, Media Assistant 3, Research Technologist 1, Secretary Lead, Secretary Senior, Library & Archives Paraprofessional 2 and 3.
 - i. Level 2 Pay rate - \$14.00 - \$19.00/hr.
- c. Level 3: Typically, the majority of the work performed is similar to the following classifications, including but not limited to: Fiscal Specialist 1, Engineering Technician 1, Instruction & Classroom Support Technician 2, Piano Technician, and Library & Archives Paraprofessional 4.
 - i. Level 3 Pay rate - \$16.00 - \$22.00/hr.
- d. Level 4: Typically, the majority of the work performed is similar to the following classifications, including but not limited to: Engineering Technician 2 and 3, Engineering Assistant, Instruction & Classroom Support Technician 3 and 4, Clinical/Medical Technologist 1.
 - i. Level 4 Pay rate - \$19.00 - \$30.00/hr.
- e. Level 5: Typically, the majority of the work performed is similar to the following classifications, including but not limited to: Physician Assistant/Advanced Registered Nurse Practitioner, Registered Nurse 2.
 - i. Level 5 Pay rate - \$24.00 - \$44.00/hr.

47.2 Overtime-Eligible Employees Hours of Work and Overtime

The University will assign the hours of work for overtime-eligible represented individuals. All hours worked in excess of forty (40) hours in a seven (7) day workweek constitutes overtime. Overtime hours will be compensated at a rate of one and one-half (1 ½) times the overtime-eligible represented individual's regular rate of pay.

47.3 Release Time for Interviews

A maximum of three (3) hours paid release time will be granted to represented individuals during the individuals scheduled work hours for the purposes of interviewing for positions within the University. Employees will be expected to return to work as soon as possible after the conclusion of their interview.

47.4 Other Provisions

The following articles in this Agreement apply to represented individuals:

- Childcare Centers
- Drug and Alcohol Free Workplace
- Dues Deduction and Union Security
- Employee Assistance Program
- Entire Agreement
- Labor-Management Communication Committee
- Management Rights
- Nondiscrimination and Affirmative Action
- Parking
- Personnel Files
- Safety and Health
- Term of Agreement
- Travel and Expenses
- Uniforms, Tools and Equipment

47.5 Grievance

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

47.5.1 The provisions of ARTICLE 15 – GRIEVANCE PROCEDURE, apply to represented individuals as follows:

- 15.1 Applies in its entirety.
- 15.2 Does not apply.
- 15.3 through 15.9 Apply in their entirety.
- 15.10.A Step 1 Applies in its entirety.
- 15.10.B Step 2 Applies in its entirety.
- The remainder of ARTICLE 15 – GRIEVANCE PROCEDURE, does not apply.

ARTICLE 48 - TEMPORARY HOURS REDUCTIONS AND FURLOUGHS

48.1 Reasons for Furloughs and Temporary Reductions

The University may temporarily reduce employees’ work hours or furlough employees whenever such action is necessary due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons.

48.2 Scope of Reductions

The following limitations apply to temporary hours reductions or furloughs.

- A. The University may temporarily reduce the work hours of an employee to no less than twenty (20) hours per week; provided such hours reduction may continue for no more than 180 calendar days during the term of this Agreement.
- B. The University may furlough an employee for up to a total of ninety (90) calendar days during the term of this Agreement.
- C. The University may either temporarily reduce hours or furlough a particular employee(s), but will not take both types of actions with respect to the same employee(s) during the term of this Agreement.

48.3 Identification of Positions for Reduction

In determining which positions will be affected by a furlough or temporary reduction the University will consider the following factors in light of the economic or operational need for the reduction: employee seniority (as defined in Article 43 of the CBA), department(s), classification(s), location, type of work, required skill sets and employee schedules.

48.4 Notice

Unless shorter notice is required due to an emergency condition, employees will receive at least fourteen (14) calendar days' notice of a furlough or temporary reduction of work hours. The notification will specify the nature and anticipated duration of the furlough/temporary reduction. Employees will be given at least seven (7) calendar days' notice to return prior to the end of a furlough or temporary reduction period.

48.5 Limitation of Rights

An employee who is furloughed or whose hours are temporarily reduced will not be entitled to:

- A. Be paid any leave balance; except as provided in Section 48.6 below and, if the furlough is not due to loss of funding or revenue shortfall, upon request an employee will be paid for accrued vacation leave up to the equivalent of their regular work schedule for the duration of the furlough;
- B. Bump to any other position; or
- C. Be placed on a layoff register.

48.6 Benefits

All permanent employees will receive the opportunity to use eight (8) hours per month of accrued compensatory leave or vacation to maintain benefits.

48.7 Seniority and Accruals

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

ARTICLE 49 – TERM OF AGREEMENT

49.1 This Agreement will become effective July 1, 2021 and will continue in full force and effect until midnight June 30, 2023, provided, that if this Agreement expires while negotiations between the Union and the University are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect until a successor agreement becomes effective, or for one (1) year from the expiration date, whichever is earlier.

ARTICLE 50 - TRAINING AND DEVELOPMENT

50.1 The University and the Union recognize the value and benefit of training designed to enhance employees' abilities to perform their job duties. The University believes professional development is important for all staff, supervisors and managers and will continue to promote these opportunities throughout the University. All employees are expected to comply with the University's Training and Development Policy. Training and employee development opportunities will be provided to employees in accordance with University policies, state and federal regulations, and available resources.

50.2 University-Required Training

Employee attendance at university-required training will be considered time worked. The University will pay the registration and associated travel costs in accordance with ARTICLE 51 – TRAVEL & EXPENSES.

50.3 Continuing Education Courses

Permanent employees whose positions require licensure will be allowed to take continuing education courses for licensing requirements or professional development subject to the following:

50.3.1 Release Time

Requests for paid release time for continuing education courses for licensing requirements or professional development are subject to the University's approval of course content, available resources and scheduling requirements. In reviewing requests for release time, the University will give priority to requests for time to attend continuing education programs that are required to maintain licensure.

50.3.2 Payment Assistance

The Employer will assist in the payment of course tuition and registration fees, based on available funds, for continuing education for licensing requirements and professional development. Such financial assistance will be subject to available resources, the Employer's approval of course content, as well as verification of the employee's attendance and completion of the course.

- 50.4 Employees may communicate their training and development desires annually through the performance evaluation process.
- 50.5 If a training request is denied, the University will provide a reason for the denial to the employee.
- 50.6 Tuition Waiver Program

An employee who wishes to use the tuition fee waiver program will be allowed to do so in accordance with the University's current policy. Supervisors may grant paid release time for the employee to attend university class(s) if the class(s) provides professional development to the employee and meets the business needs of the department.

Employees covered by this agreement will be allowed access to the Tuition Waiver Program to attend summer school classes under the following conditions:

- A. Pending available space in the class.
- B. Employee is available to register on the second (2nd) day of classes. The employee may attend classes starting the first day of session.
- C. Pending faculty approval if class is taught on a prorated basis.
- D. Pending supervisor approval.

Access to summer school classes using the Tuition Waiver Program will be for the life of this contract and will expire on June 30, 2023.

50.7 Staff Training Development

CWU departments will work with PSE and the Central Learning Academy to create professional development training programs that are of interest to the bargaining unit to establish a four (4) hour block of annual release time to be dedicated specifically as a division/college directed professional development day for all individuals covered by this collective bargaining agreement.

ARTICLE 51 - TRAVEL & EXPENSES

- 51.1 Employees required to travel in order to perform their duties will be reimbursed for any authorized travel expenses (e.g. mileage and/or per diem), in accordance with state law and regulations established by the Office of Financial Management and University policy and as outlined on the CWU website.

ARTICLE 52 - UNIFORMED SERVICE SHARED LEAVE POOL

52.1 Purpose

The uniformed service shared leave pool allows employees to donate leave to be used as shared leave to fellow state employees called to service in the uniformed services. Employee participation will be voluntary at all times. The Military Department, Department of Personnel and Office of Financial Management will administer the pool, including adopting definitions of pay and allowances and guidelines for the University to use in shared leave recordkeeping.

52.2 Definitions

For purposes of this Article only, the following definitions apply:

- 52.2.1 “Employee” means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
- 52.2.2 “Military salary” includes base, specialty and other pay, but does not include allowances such as the basic allowance for housing.
- 52.2.3 “Monthly salary” includes monthly salary, special pay and shift differential, or the monthly equivalent for hourly employees. “Monthly salary” does not include overtime pay, callback pay, standby pay or performance bonuses.
- 52.2.4 “Service in the uniformed services” means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.
- 52.2.5 “Uniformed services” means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty for training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard and any other category of persons designated by the president of the United States in time of war or national emergency.

52.3 Participation

52.3.1 An employee may be eligible to receive leave from the uniformed service shared leave pool under the following conditions:

- a. The employee is entitled to accrue vacation leave, sick leave, or a personal holiday.
- b. The employee has been called to service in the uniformed services.
- c. The call to service has caused, or is likely to cause, the employee to go on leave without pay status or terminate state employment.
- d. The employee's absence and the use of shared leave are justified.
- e. The employee has depleted or will shortly deplete his or her annual leave and paid military leave allowed under RCW 38.40.060.
- f. The employee has followed University rules regarding military leave.

52.3.2 An employee may donate vacation leave, sick leave, or personal holiday to another employee only under the following conditions and as is otherwise provided for in ARTICLE 44 – SHARED LEAVE:

- a. The donating employee may donate any amount of vacation leave, provided the donation does not cause the employee's vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated.
- b. The donating employee may donate any specified amount of sick leave, provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.
- c. The donating employee may donate all or part of a personal holiday.

52.4 Process

52.4.1 The employee who has been called to service must provide an earnings statement to the Military Department verifying military salary, orders of service, and notification of any change. The employee will provide copies of earnings statements and orders of service when requested by the Military Department.

52.4.2 Shared leave may not be granted unless the pool has a sufficient balance to fund the requested leave for the expected term of service.

52.4.3 Shared leave, in combination with military salary, will not exceed the level of the employee's state monthly salary. Up to eight (8) hours per month of shared leave may be withdrawn and used to continue coverage under the Public Employees' Benefit Board, regardless of the employee's monthly salary and military salary.

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

52.4.5 The receiving employee continues to be classified as a state employee and receives the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation or sick leave.

52.4.6 The University will investigate any alleged abuse of the uniformed service shared leave pool; and on a finding of wrongdoing, the employee may be required to repay all of the shared leave received from the pool.

ARTICLE 53 – UNIFORMS, TOOLS AND EQUIPOMENT

53.1 Uniforms

The University may require employees to wear uniforms. Where required, the University will determine and provide the uniform or an equivalent clothing allowance.

53.2 Tools and Equipment

The University will determine and provide necessary tools and equipment which employees require to perform their job.

ARTICLE 54 - UNION REPRESENTATION

54.1 PSE Representatives

Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the University with a written list of PSE Staff Representatives, and PSE employee representatives (PSE Representatives). The Union will provide written notice to the University of any changes to the lists of PSE Staff Representatives and PSE Representatives. The University will not recognize an employee as a PSE Representative if his or her name does not appear on the list.

54.2 Paid Release Time

PSE Representatives will be granted a reasonable amount of paid release time during their normal working hours to conduct representational activities. PSE Representatives will be released to prepare for and attending meetings for the following representational activities:

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54.2.1 Management scheduled investigatory interviews, in accordance with ARTICLE 7 – DISCIPLINE;

54.2.2 Labor-Management Communications Committee meetings in accordance with ARTICLE 20 – LABOR-MANAGEMENT COMMUNICATION COMMITTEE; and

54.2.3 Informal grievance meetings, grievance meetings, CWU Ombuds office meetings, mediation sessions, and arbitration hearings in accordance with ARTICLE 15 – GRIEVANCE PROCEDURE.

54.2.4 Access to New Employees in accord with Section 54.10.

54.3 Notification and Approval

PSE Representatives will obtain approval from their supervisor prior to conducting representational activities. Notification will include the approximate amount of time the PSE Representative expects the activity to take. Any University business requiring the PSE Representative's immediate attention will be completed prior to attending the activity. Any use of release time must be documented on leave slips and time sheets. Attendance at activities during the PSE Representative's non-work hours will not be considered as time worked. PSE Representatives may not use state vehicles to travel to and from a work site off the University's Ellensburg campus in order to perform representational activities. Overtime or compensatory time will not be incurred as a result of paid release time granted pursuant to this Agreement.

54.4 Non-representational Activities

Representational activities do not include discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, performance evaluations or other routine communications with an employee.

54.5 Nondiscrimination

PSE Representatives will not suffer from restraint, interference, discrimination or reprisal as a result of carrying out their representational responsibilities.

54.5.1 Union Activity

Neither the University nor PSE will discriminate against any employees because of their participation or lack of participation in union activities.

54.6 Interference with Assigned Duties

If the amount of time a PSE Representative spends performing representational responsibilities is affecting his or her ability to accomplish assigned duties, the University will not continue to release the PSE Representative and the Union will be notified.

54.7 Use of University Supplies and Resources

Except as provided for in this article or elsewhere in this Agreement, employees may not use paid work time, University supplies or other University resources for Union business or activities. Representational activities, Union communication or Union business will not be conducted on University e-mail, fax machines, Internet access, intranet or mail service by any member of the bargaining unit or Union.

54.7.1 Bargaining Unit Employees

Employees may use the University telephone system for representational activities if there is no cost to the University, the call is brief in duration and it does not disrupt or distract from University business. Bargaining unit employees may use University owned e-mail to request Union representation.

54.7.2 PSE Representatives

PSE Representatives may utilize University owned and operated equipment such as, University e-mail, fax machines, intranet, internet or mail service, to communicate with the Union and/or the University for the exclusive purpose of administration of this Agreement. Such use will:

- o Result in little or no cost to the University;
- o Be brief in duration and frequency;
- o Not interfere with the performance of their official duties;
- o Not distract from the conduct of University business;
 - o Not disrupt other University employees nor obligate other employees to make personal use of University resources; and
 - o Not compromise the security or integrity of University information or software.

54.7.3 Prohibited Use

The Union, PSE Representatives and its local officers will not use University equipment for Union organizing, internal Union business, advocating for or against the Union in an election or any other prohibited purpose. Communication that occurs over University owned equipment is the property of the University and may be subject to public disclosure.

54.8 Time Off for Union Activities

54.8.1 Union Meetings and Training

Union-designated employees may be allowed time off without pay to attend union-sponsored training sessions, conferences, and conventions. The employees' time off will not interfere with the operating needs of the University as determined by management. If the absence is approved, the employees may use accumulated compensatory time, personal holiday, or vacation leave instead of leave without pay. However, employees must use compensatory time prior to their use of vacation leave, unless the use would result in the loss of their vacation leave. Upon prior written request from PSE, employee may use release time paid by PSE for approved absences in lieu of other paid or unpaid leave; provided that such release time may not be used in increments of less than a full work day. The University will bill the PSE State office for reimbursement of this paid release time, which will include the employee's wages, payroll taxes, and retirement contribution.

- a. List of names: The Union will give the Employer a written list of the names of the employees it is requesting attend the above-listed activities, at least fourteen (14) calendar days prior to the activity.

54.8.2 Union Meetings:

Overtime-eligible employees may ask for an employee requested schedule change in accordance with Subsection 18.4.4 to attend PSE Union meetings held during work time. Overtime-exempt employees may request an alteration of their work hours in accordance with Subsection 18.6.6 to attend PSE Union meetings held during work time. In addition, employees will be allowed to take leave in accordance with subsection 54.8 above to attend PSE Union meetings held during work time.

54.9 Board of Trustee Meetings

PSE will have access to the agenda and approved minutes of all regular and special meetings of the Board of Trustees as they become available on the CWU web site. PSE will have the right to appear at all open meetings of the Board of Trustees and to propose matters appropriate for the agenda consistent with Board procedures. Nothing in this section will be construed to diminish the University President's right to privileged correspondence for discussion in executive session.

54.10 Union Access to New Employees

54.10.1 Orientation

The Union chapter president or designee will be allowed thirty (30) minutes at the conclusion of new employee orientation sessions to discuss with PSE-covered employees the Agreement and Union representation under the Agreement. The University will notify the Union at least three (3) work days prior to an orientation. The notice will include the

name, title and department of the new PSE-represented employees. The Chapter president or designee will be granted release time for his/her participation in new employee orientation. University representatives shall not be present during the Union's presentation, and orientations will be conducted in a classroom, conference room or, if appropriate, virtual conference room setting.

54.10.2 Other Access

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

ARTICLE 55 - USE OF FACILITIES

55.1 Use of University Facilities

The Union and its representatives will have the right to schedule the use of University facilities to transact Union business subject to standard facilities use policies and procedures. Where standard facility charges exist, the Union will pay the same rate as any other outside, non-University client. In the event the University agrees to improve the use of facilities, as outlined in this subsection 55.1, with the United Faculty of Central such modification will be included in this Article.

55.2 Access to University Premises

The University agrees that PSE Staff Representatives will have access to University premises during working hours to conduct business, provided such activity does not inhibit normal University operations. PSE Staff Representatives may meet with employees in non-work areas during the employee's meal periods, rest periods, and before and after his or her shift. PSE Staff Representatives will make the Human Resources Department aware in advance of their intention to visit a University department or facility.

55.3 PSE Bulletin Boards

The University will establish bulletin boards or allocate space on existing bulletin boards for PSE Union communication. Material posted on the bulletin boards will be appropriate to the workplace, politically non-partisan, in compliance with state ethics laws and identified as Union literature. Union communications may not be posted in any other location on the campus.

ARTICLE 56 - VACATION LEAVE

56.1 Carry Forward

Employees will retain and carry forward any unused vacation leave that was accrued prior to the effective date of this Agreement, provided it does not exceed allowable vacation leave accruals.

56.2 Rate of Accrual

Full-time employees covered by this Agreement and eligible for vacation leave will accrue vacation leave, to be credited monthly, as follows:

Full Years of State Employment	Days Per Year	Hours Per Year	Hours Per Month
1-2	14	112	9.33
3	15	120	10.00
4	16	128	10.67
5-6	17	136	11.33
7-9	18	144	12.00
10-14	20	160	13.33
15-19	22	176	14.67
20-24	24	192	16.00
25+	25	200	16.67

56.2.1 Computation of Vacation Credit

The effective date for computing vacation leave accrual will be:

The first day of the month for employees with a hire date between the first and the fifteenth of a month; or

The first day of the following month for employees with a hire date between the sixteenth and the end of a month.

56.2.2 Employees Working Less Than Full-Time Schedules

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

56.2.3 Monthly Accrual

Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month will accrue vacation leave according to the rate schedule provided in 56.2 above. Part-time employees will accrue vacation leave in any calendar month in which they are in pay status for the portion of eighty (80) hours that their monthly schedule bears to full-time employment.

56.3 Continuous Service

For the purposes of this Article, an employee's years of continuous service is based on the employee's date of hire into his or her current unbroken period of employment with any department, agency or institution of the state. This includes employment in the legislative or judicial branches. Time spent on approved unpaid leave or layoff will not be considered a break in service, but leave without pay such time will not count toward an employee's continuous employment in determining the employee's vacation accrual. When an employee is on leave without pay for more than eighty (80) hours in a calendar month, the employee's vacation date will be moved forward in an amount equal to the duration of leave without pay.

56.4 Use and Scheduling of Vacation

56.4.1 Employees shall submit their requests for vacation leave in accordance with the University Employee Leave Policy 2-30-060 and corresponding procedure.

56.4.2 Vacation leave will be granted at the employee's request to care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency health condition, or to care for a child with a health condition that requires treatment or supervision. The supervisor may require that an employee submit a certificate from a health care provider verifying the need for vacation leave under this section.

56.4.3 For periods of Military Family Leave in accordance with WAC 357-31 and Domestic Violence Leave in accordance with WAC 357-31.

56.4.4 Vacation leave may not be used in advance of its accrual.

56.4.6 Transfer of Vacation

Unused vacation leave credits of employees who change state employers without a break in service transfer with the employee to the new employer. An employee bringing an accrued balance from another state agency may use the previously accrued vacation leave during the probationary or trail service period.

56.5 Cancellation of Vacation

Should the University be required to cancel scheduled vacation leave because of an emergency or exceptional operational needs, affected employees may select new vacation leave from available dates. Management retains the right to, with reasonable notice, cancel or otherwise adjust vacation leave periods. Emergency situations negate the need for reasonable notice.

56.6 Vacation Report

The University will provide to the Union president a quarterly report showing the accrued vacation balances, cyclic leave day balances and anniversary dates of all cyclic employees in the bargaining units.

56.7 Maximum Vacation Accrual

Vacation leave credits may be accumulated to a maximum of two hundred forty (240) hundred forty (240) hours. Leave voluntarily accumulated over two hundred forty (240) hours will be used by the employee's leave anniversary date at a time convenient to the department. If leave over two hundred forty (240) hours is not used prior to the employee's leave anniversary date, such leave will be automatically lost and considered to have never existed.

56.8 Cash Out of Vacation

An employee who has completed a probationary period and who separates from service by resignation with adequate notice, layoff, retirement, termination or death will be entitled to be paid a lump-sum cash payment for all unused vacation leave.

ARTICLE 57 - VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION

57.1 In accordance with state and federal law, the University and employees in the PSE bargaining units have agreed to form a Voluntary Employees' Beneficiary Association (tax-free medical spending accounts) funded by a retiree's sick leave cash out.

57.2 The University will maintain the Voluntary Employees' Beneficiary Association until such time as it is altered by a vote as outlined in the University's policy.

APPENDIX A UNIT DESCRIPTION

BARGAINING UNITS REPRESENTED BY THE PUBLIC SCHOOL EMPLOYEES AT CENTRAL WASHINGTON UNIVERSITY

AS OF JULY 1, 2021

BU 3

All full-time and regular part-time classified employees of Central Washington University in the Student Health Counseling and Wellness Services Department, excluding supervisors, confidential employees and all other employees.

PERC
Decision #
9900-PSRA
11/16/07

BU 4

All full-time and regular part-time employees performing clerical or technical work employed by Central Washington University within the Departments of Library, Testing Services, Office of International Studies and Programs, Career Services, College of Education and Professional Studies, College of Sciences, College of Arts & Humanities, College of Business, Academic Achievement Programs, College Assistance Migrant Program (CAMP), Washington Sensory Disability Services, and William Douglas Honors College, and the School of Graduate Studies and Research Studies.

PERC
Decision #
9963-PSRA
8/27/08
10215-PSRA
10216-PSRA
10/23/08
10362
4/2/09
10748-PSRA
5/4/10
10967
8/3/12

Excluding:

Employees assigned to the Dean's office, supervisors, confidential employees, exempt employees, information technology employees, and all other employees of the employer.

12650-PSRA
12651-PECB
1/11/17

BU5

All full-time and regular part-time Early Childhood Specialists at Central Washington University, excluding supervisors, confidential employees, clerical employees, and all other employees.

PERC
Decision #
12830
5/22/18

BU6

All full-time and regular part-time employees performing office/clerical and technical work employed by Central Washington University main campus in the departments of Financial Aide, Alumni Relations and Gear Up Program, excluding supervisors, confidential employees, exempt employees and all other employees.

PERC
Decision #
10036- PSRA
4/9/08
12289-PSRA
3/5/15

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BU7

All full-time and regular part-time employees of Central Washington University in the job classification of Tour and Information Services Coordinator, Communications Consultant, Preservation and Museum Specialist and Broadcast Technician, excluding supervisors, confidential employees and all other employees.

PERC
Decision #
10769-PSRA
5/28/10

BU8

All full-time and regular part-time classified employees of Central Washington University assigned to the Department of Institutional Research, excluding supervisors, confidential employees and all other employees.

PERC
Decision #
10789-PSRA
6/18/10

BU9

All classified employees employed at the Des Moines Campus and Lynnwood Campus of Central Washington University, excluding supervisory employees, confidential employees, employees performing work in the Media Maintenance Technician Lead and TV/Video Equipment Operator job classes, faculty, administrative exempt employees, and all other employees of the employer.

PERC
Decision #
10828-PSRA
8/13/10
12593-PSRA
6/28/16

The above unit descriptions may be altered by future PERC decisions.

APPENDIX B
WASHINGTON STATE HUMAN RESOURCES
GENERAL SERVICE SALARY SCHEDULE

EFFECTIVE 7/1/2021
Website not available yet. Will be updated 7/1/21

APPENDIX C
WASHINGTON STATE HUMAN RESOURCES
GENERAL SERVICE SALARY SCHEDULE

EFFECTIVE 7/1/2022

Website not available yet. Will be updated 7/1/22

APPENDIX D
WASHINGTON STATE HUMAN RESOURCES

“N1” RANGE SALARY SCHEDULE

EFFECTIVE 7/1/2021

Website not available yet. Will be updated 7/1/21

APPENDIX E
WASHINGTON STATE HUMAN RESOURCES

“N1” RANGE SALARY SCHEDULE

EFFECTIVE 7/1/2022

Website not available yet. Will be updated 7/1/22

APPENDIX F
PUBLIC SCHOOL EMPLOYEES AT
CENTRAL WASHINGTON UNIVERSITY
LAYOFF UNITS

Unit A.

Student Medical and Counseling Clinic:

limited to Licensed Practical Nurses, Medical Technologists, Physician Assistant/Advanced Registered Nurse Practitioners and Registered Nurses.

1. Project employment
2. All other PSE Classified

Unit B.

Clerical and Technical:


All PSE classified positions excluding Student Health, Counseling and Wellness Service Department positions listed in Unit A.

1. Project employment
2. All other PSE Classified

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

EXECUTED THIS 14TH DAY OF SEPTEMBER 2020

FOR CENTRAL WASHINGTON UNIVERSITY



James L Gaudino
President

Recommended for Execution – CWU

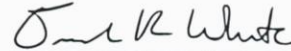


JoAnn Hundtoft
Director of Employee Services & Talent Acquisition

FOR PUBLIC SCHOOL EMPLOYEES OF WASHINGTON



Ian Seiler
Interim President



Ormacinda White
Membership Coordinator