# 2 ARTICLE 2 3 NON-DISCRIMINATION/SEXUAL HARASSMENT/COERCION AND INTIMIDATION 4

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# 2.1 NON-DISCRIMINATION AND SEXUAL HARASSMENT

7 Nondiscrimination: Neither the University nor the Union will discriminate A. against any employee covered under this Agreement in a manner precluded by 8 law as currently written or as amended. Under this Agreement, neither party will 9 discriminate on the basis of religion, age, sex, status as a breast chest feeding 10 mother parent, pregnancy, marital status, race (including traits historically 11 associated or perceived to be associated with race such as, but not limited to, hair 12 texture and protective hairstyles), color, creed, national origin, citizenship or 13 immigration status, political affiliation, military status, status as an honorably 14 discharged veteran, a disabled veteran or Vietnam era veteran, sexual orientation, 15 gender identity, gender expression, any real or perceived sensory, mental or 16 physical disability, use of a trained guide or service animal by a person with a 17 18 disability, genetic information, status as a victim of domestic violence, sexual assault, or stalking, or because of the participation or lack of participation in 19 union activities. Bona fide occupational qualifications based on the above traits 20 21 do not violate this section.

- 1. Upon request by the Union, the University will furnish a copy of the University's affirmative action plan, performance report, and affirmative action information.
- 2. The University will provide a work environment free from discrimination due to Union activities and beliefs.
- B. <u>Sexual Harassment</u>: Sexual harassment is a form of unlawful sex discrimination
  and is defined as unwelcome sexual advances, requests for sexual favors, and
  other verbal or physical conduct of a sexual nature when 1) submission to such
  conduct is made either explicitly or implicitly a term or condition of an

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31		individual's employment, 2) submission to or rejection of such conduct is used
32		as the basis for employment decisions, or 3) such conduct has the purpose or effect
33		of unreasonable interfering with an individual's work or performance or creating
34		an intimidating, hostile or offensive environment.
35		1. The University and the Union agree that sexual harassment will not be
36		tolerated.
37		2. When the University becomes aware of incidents of sexual harassment,
38		the University will take steps to terminate the harassment.
39		3. The University will maintain and enforce procedures to deal with allegations
40		of sexual harassment.
41		C. <u>Complaints</u> : Nothing herein will interfere with an employee's right to file
42		a grievance under Article 29, Grievance and Arbitration or pursue a
43		discrimination or sexual harassment complaint before the Equal Employment
44		Opportunity Commission, the Human Rights Commission, or in a judicial or
45		other forum. No employee will be penalized or retaliated against in any way by
46		any member of the University community for initiation or participation in a
47		complaint procedure.
48	2.2	COERCION AND INTIMIDATION
49		The University and the Union agree that there will be no coercion or intimidation
50		regarding the right of employees working in positions covered by this Agreement to
51		become or not become members of the Union.
52	2.3	TITLE IX
53		The University will observe Executive Policy #15 Policy Prohibiting Discrimination
54		and Harassment and its amendments and follow University Identified procedures to
55		address actions implicating Title IX for employees who are covered by this Agreement
56		on the same basis as non-represented classified staff in accordance with the US
57		Department of Education requirements.
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WFSE WSU Contract 2025-2027 Tentative Agreement Article # 2 Dated: 07/16/2024

eno

07/16/2024

Sarah L. Smith 07/16/2024

Sarah Smith, WFSE

Date

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Kendra L Hsieh, WSU Date

1	WSU W	VFSE	
2	2025-20		
3 4	TA_Art	ticle $5_{l}$	Jnion Rights_2024.09.04
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6 7			ARTICLE 5 UNION RIGHTS AND RESPONSIBILITIES
7 8			UNION RIGHTS AND RESI UNSIDILITIES
9	5.1	UNIC	ON RECOGNITION
10		A.	The University recognizes the Washington Federation of State Employees as the
11			exclusive collective bargaining agent for employees in bargaining units as
12			certified by the appropriate state agency.
13		B.	The provisions of this Agreement will apply to employees in bargaining units for
14			which the Union may be certified as the exclusive representative during the term
15			of this Agreement.
16	5.2	EMP	LOYEE STATUS REPORTS
17		А.	By the fifteenth of each month the University will provide the following
18			information, as available, on all active employees in bargaining unit(s)
19			represented by the Union:
20			Name; WSU ID Number; birth date; gender; home address and/or mailing
21			address; agency code; department code; work location: telework/remote status,
22			if identified specifying whether they work on site or remotely; University mail
23			code; work telephone number; work county code; employment status; percent of
24			full-time work; classification code and title; base wage; wage range; wage step;
25			continuous hire date; original hire date; appointment change date; bargaining-unit
26			number; and position number.
27		B.	By the fifteenth of each month the University will provide to the Union the
28			following information as available: a listing of all bargaining unit employees
29			recently hired and employees in bargaining units who transfer, promote, demote,
30			resign, or are terminated from the University and all position vacancies covered
31			by this Agreement.
32		C.	The above information will be transmitted to the Union at its official headquarters
33			via electronic format(s) mutually agreed to by the parties.

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# 5.3 UNION DUES DEDUCTIONS

The vacancy notice for a position covered within a bargaining unit will advise applicants that the position is included in a bargaining unit. Prior to appointment into positions included in the bargaining unit(s), the University will inform all employees, including new, layoff, transferred, promoted, or demoted employees, of the Union's exclusive recognition and the provisions of this Article.

- 40A.At the time of hire into a position within a bargaining unit, the University will41provide each employee a printed copy of this Agreement and membership42materials provided by the Union. The University will also provide a copy of an43information sheet containing pertinent Collective Bargaining Agreement and44contact information. The University will inform employees in writing when they45leave a position in the bargaining unit.
- B. Upon final ratification and approval of this Agreement by both Parties, the Union 46 47 will provide sufficient copies for the University's distribution of the Agreement to all supervisors and managers of bargaining unit employees. The University 48 49 will post the Agreement on the Human Resource Services, Labor Relations website. The University shall distribute the Agreement to all current and new 50 51 bargaining unit members. The Union shall provide the University sufficient copies of the Agreement and membership materials to fulfill its obligations in 52 53 accordance with this Section and Section A above.
- 54 C. An employee who has previously authorized payroll deduction of membership 55 dues will continue to have such deduction made and will not be required to 56 reauthorize such deduction.
- 57D.The University agrees to deduct an amount equal to the membership dues from58the salary of employees who request such a deduction in writing within thirty (30)59days of receipt of a properly completed request submitted to Payroll Services.60Such request will be made on a Union payroll deduction authorization card. The61University will honor the terms and conditions of each employee's signed62membership card.
- E. Within thirty (30) days after the effective date of this Contract, the Union will
  provide the University with the amounts for membership dues.

- F. The Union will provide the University thirty (30) days advance notice of a change
  in the amount of dues.
- G. Employees represented by the Union who move to a position in another
  bargaining unit represented by the Union will have their membership dues
  deduction continued.
- 70 H. Where an employee has been suspended, reduced-in-force, or was discharged and subsequently returned to work, with full or partial back pay, or has been 71 72 reclassified retroactively, the University will deduct the Union membership dues that are due and owing for the period for which the employee receives back pay. 73 Where an employee takes leave without pay or a temporary position outside of 74 I. 75 the bargaining unit and subsequently returns to work or to the previously held 76 bargaining unit position, deduction of membership dues will be restarted with the first pay period of work. 77
- J. When a project or cyclic employee returns to work in a covered position,
  deduction of membership dues will be restarted with the first pay period of work.
- K. When an employee represented by the Union moves to a position not represented
  by the Union, deductions on behalf of the Union will cease.
- 82 L. Deduction of membership dues will be applicable to any retroactive salary83 increase.
- M. An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the University and the Union in accordance with the terms and conditions of their signed membership card. Every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll after receipt of the written notice by the University, of the confirmation from the Union that the terms of the employee's signed membership card regarding dues deduction revocation have been met.
- 91N.The University will remit a payment for all of the above deductions to the Union92at the Union's Official Headquarters at the end of each pay period.93Accompanying the remittance will be a listing of the names, unique employee94identification numbers, total wages from which Union dues/fees are calculated,95for the time period, and the amount remitted for all employees from whom

96 deductions were made.

- 97 O. The Union will indemnify and hold the University harmless against any and all
  98 liability including damages, awards, reasonable attorney fees, and court costs that
  99 may arise by reason of or result from compliance with this Section.
- P. **Voluntary Benefits:** The University agrees to deduct from the wages of any 100 101 employee who is a member of the Union a Public Employees Organized to 102 Promote Legislative Equality (PEOPLE) deduction as provided for in a written 103 authorization. Such authorization must be executed by the employee and may be 104 revoked at any time by giving written notice to the University and the Union. The University agrees to remit electronically any deductions made pursuant to this 105 106 provision to the Union with appropriate employee identifying information as 107 noted in N above.
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# UNION REPRESENTATIVES

- 109A.Except as otherwise provided for in this Article, the Union shall designate who110shall serve as Stewards, Chief Stewards and/or any other official Union111representative(s).
- 112B.Stewards, including Chief Stewards, shall be those individuals designated by the113Union to function as official local Union representatives.
- 114C.The University and the Union recognize the value of staff, officers, and members115understanding the Contract. The Union and the University agree to jointly116develop training on the new Contract. The University and the Union will make a117good faith effort to hold the training sessions no later than June 15 of the new118Contract year, facilitated by both Union staff person(s) and University staff119person(s). The Stewards will be provided release time to participate in a joint120training session.
- D. On July 1 of each year, or within ten (10) days as changes occur, the Union shall provide to the University an up-to-date written list of all official local Union representatives and the WFSE Representative. The list(s) shall identify each representative's area(s) of responsibility and shall be signed by the WFSE Representative. The University shall not recognize any individual as an official local Union representative or WFSE Representative whose name does not appear

on the list nor shall the University recognize any individual as an official local
Union representative unless the employee works in a position covered by this
Agreement.

- E. Stewards or Chief Stewards shall have the right to participate in representational 130 131 activities concerning matters related to this Agreement including the resolution 132 of grievances and assisting employees covered by this Agreement during an investigative interview where disciplinary action may occur. In addition to the 133 134 available pool of paid release time provided for in Section F, immediately below, Stewards or Chief Stewards may use any combination of annual leave, personal 135 leave day/personal holiday, accumulated compensatory time off, and/or leave 136 without pay when participating in representational activities or any other Union 137 138 activity during their work duty hours provided:
- 1391.The Steward or Chief Steward obtains prior approval from their140supervisor, unless the conversation is of a limited, informal nature that141does not interfere with work.
- 1422.The Steward or Chief Steward or an employee or grievant that the143Steward or Chief Steward desires to meet with is not working on144something that requires immediate attention. If permission cannot be145immediately granted by the Steward's or Chief Steward's or the146employee's or grievant's supervisor, the supervisor will arrange to release147the Steward or Chief Steward or the employee or the grievant at the148earliest possible time.
- 1493.Unless mutually agreed to by the University and the Union, not more than150one (1) Steward or Chief Steward shall be allowed to process a particular151grievance.
- 152F.In addition to paid release time provided for elsewhere in this Agreement, the153Union is provided a pool of seven hundred fifty (750) hours of paid release time154per fiscal year to provide for representational duties. University-convened155meetings will be considered time worked and will not be deducted from this pool.156Prior to the implementation of this Agreement, the University and the Union157agree to jointly develop a tracking and reporting system and the University shall

- 158 issue quarterly reports to the Union. Release time is not to be used for Union159 Activities.
- 160G.If the University determines the amount of time a Steward or Chief Steward161spends performing representational activities is unduly affecting the University's162ability to accomplish the work assigned to the unit in a timely manner, the163University will not continue to release the Steward or Chief Steward and the164Union's Labor Advocate will be notified.
- H. Requests for information, other than public records disclosure, that either the 165 166 Chief Steward or the WFSE Representative identifies as necessary for conducting representational duties, including grievance investigations, shall be 167 directed to the University's Labor Relations Officer or designee. The University 168 169 may charge a reasonable fee for copying Union requested materials and shall 170 supply the requested materials within ten (10) days or the reasons in writing why the information cannot be provided. The University shall, when possible and 171 172 requested, allow the Union to review materials at the Labor Relations Office and 173 select what needs to be copied.
- 174 I. University-purchased supplies or equipment shall not be used to conduct Union 175 business or representational activities. This does not preclude the *de minimis* use 176 of the telephone, fax and email for representational activities if there is no cost to the University, if the communication is brief in duration and it does not disrupt 177 or distract from University business. The University and the official Union 178 179 representatives may use University equipment to communicate with one another. J. The Union may have as many Stewards or Chief Stewards as they wish, however 180 the release time provided in this Agreement may only be used by one (1) Steward, 181 Chief Steward or union designated employee representative at any one time per 182 work unit reporting to a first-line supervisor. 183
- 184 K. The University shall provide access to the pool of paid release time for up to two
  185 (2) employee representatives to attend Union Management or Demand to Bargain
  186 meetings, who are scheduled to work during the time the meetings are being
  187 conducted, provided the absence of the employee will not interfere with the
  188 operating needs of the University. The Union will provide the University with

the names of its employee representatives at least seven (7) calendar days in 189 190 advance of the meeting date unless the meeting is scheduled sooner, in which 191 case the Union will notify the University as soon as possible. No overtime will be incurred as a result of participation in or coverage for the individual. The 192 Union is responsible for paying any travel or per diem of employee 193 194 representatives. Neither Stewards nor employee representatives may use a state 195 vehicle to travel to or from a union management meeting or other bargaining session. 196

- The University agrees that the Stewards or Chief Stewards and the WFSE 197 L. 198 Representative(s) of the Union shall have reasonable access to the premises. Such 199 visitations shall be conducted in a manner that will not be disruptive to the 200 operations of the University. If Union Stewards and staff representatives wish to 201 meet with bargaining unit employees during work time, they shall make 202 arrangements with the appropriate supervisor(s) at least two (2) hours in advance of their intention to visit a Washington State University department, facility, 203 204 employee, or grievant.
- 205M.No official local Union representative, employee, or grievant shall be206compensated by the University for any Union activity, including representational207activities, while off-duty.
- 208N.Staff members of the Washington Federation of State Employees AFL-CIO,209Council No. 28 who are not employees of the University shall be authorized to210speak for the WFSE in all matters governed by this Agreement. These individuals211shall be permitted to visit any work area of the University with prior notification.212Such visits shall be scheduled so as not to disrupt the work of employees nor213interrupt the normal course of the University's workday.

# 214 5.5 UNION USE OF UNIVERSITY'S FACILITIES AND EQUIPMENT

- 215A.Meeting Space and Facilities: The University's campuses and facilities may be216used by the Union to hold meetings subject to the University's facilities use217policy, availability of the space and with prior authorization of the University.
- B. <u>Supplies and Equipment</u>: The Union and its membership will not use
  University- purchased supplies or equipment to conduct Union business or

representational activities. This does not preclude the *de minimis* use of the telephone, fax and e-mail for union activities pertaining to employees covered under this Agreement if it does not disrupt or distract from University business. The University and the Union may use University equipment to communicate with one another.

- C. 225 **Bulletin Boards:** The University agrees to provide space for the Union to place bulletin board(s) that will be used for the sole purpose of posting written notices 226 227 by the Union. The number and location of the bulletin board(s) will be mutually agreed to by the University and the Union. All Union notices will first be signed 228 by a Steward, Chief Steward or WFSE staff person, and will be posted solely 229 within the confines of the bulletin board(s). No notice will be posted that is 230 231 obscene, defamatory, or that impairs University's operations. Political material may not be posted that reflects the endorsement or non-endorsement of a specific 232 233 candidate or political party for national, state, or local office, or any ballot 234 proposition(s). The Union will be responsible for all costs related to the purchase, 235 installation, repair, and/or maintenance. The size of the bulletin boards will not exceed three (3) feet by four (4) feet. 236
- New Employee Orientation: Within ninety (90) days of i) Within one (1) 237 D. weekninety (90) days of a in-person on-boarding, start hiring a new employee 238 new employee's i start date in a n-person on-boarding, start date when going inin 239 a-bargaining unit position represented by the Union, the University will provide 240 241 the Union access to the employee during the employee's regular work hours at the 242 end of the on-boarding to present information about the Union. The University will 243 post, as well as via a website link to the Union informational video in the Newly Covered Union Membership Notification and employee (emailed) letter and on a 244 245 Union information link on the Labor Relations website for WFSE New 246 Bargaining Unit Employee Orientation WSU New Employee Orientation website 247 at https://hrs.wsu.edu/training/neo. This access will be provided at the employee's 248 regular worksite, or at another location mutually agreed to including at another 249 location mutually agreed to by the University and the Union, including via online platforms such as Teams or Zoom, by the University and the Union in accordance 250

251with University policy and this-Agreement. The Union presentation and-will be252for no less than thirty (30) minutes. iii) No employee will be required to attend253the presentation given by the Union. Should an employee wish to attend the254Union's presentation, they are responsible for requesting time away from the255worksite in accordance with departmental procedures.

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# 5.6 TIME OFF FOR UNION ACTIVITIES

Subject to supervisor's approval, the University will consider requests for time off for Union activities provided employees use any combination of accrued paid time off (excluding sick leave) or leave without pay subject to notification procedure contained in the appropriate leave Article of this Agreement.

09/04/2024

Kendra L Hsieh, WSU Date

Sarah Smith, WFSE

Sarah L. Smith 09/19/2024

Date

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#### ARTICLE 16 HOLIDAYS

#### 16.1 HOLIDAYS

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7 8 A. All bargaining unit employees will be provided the paid holidays listed below:

Holiday Schedule July 20253 – June 20275				
HOLIDAY	202 <u>5</u> 3-202 <u>6</u> 4	<b>202<u>6</u>4-202<u>7</u>5</b> 9		
Independence Day	July 4, 202 <u>5</u> 3	July <u>3</u> 4, 202 <u>6</u> 4 11		
Labor Day	September <u>1</u> 4, 202 <u>5</u> <del>3</del>	September <u>7</u> <del>2</del> , 202 <u>6</u> 4		
Veterans Day	November 1 <u>1</u> <del>0</del> , 202 <u>5</u> <del>3</del>	November 11, $202\frac{54}{16}$		
Thanksgiving Day	November 2 <u>7</u> <del>3</del> , 202 <u>5</u> <del>3</del>	November 2 <u>6</u> 8, 202 <u>6</u> 4		
Native American Heritage Day	November 2 <u>8</u> 4, 202 <u>5</u> 3	November $2^{79}_{20}$ , $\frac{19}{20}_{202}_{64}$ 21		
Christmas <u>Holiday*</u> <del>Day</del>	December 2 <u>54</u> , 202 <u>5</u> 3	December 2 <u>54</u> , 202 <u>6</u> 4		
Christmas <u>Day</u> Holiday*	December 2 <u>54</u> 6, 202 <u>5</u> 3	December 24 <u>5</u> , 202 <u>6</u> 4 25		
New Year's Day	January 1, 202 <u>6</u> 4	January 1, 202 <u>7</u> 5		
Martin Luther King Jr. Day	January 1 <u>9</u> 5, 202 <u>6</u> 4	January <u>18</u> 20, 20275		
Memorial Day	May 2 <u>5</u> 7, 202 <u>6</u> 4	May <u>31</u> 26, 202 <u>7</u> 5		
Juneteenth	June 19, 202 <u>6</u> 4	June 1 <u>8</u> 9, 202 <u>7</u> 5		
		34		

Employees will be paid at a straight time rate even though they do not work based

6.1.C.1, will receive eight (8) hours of pay.

Employees who work a Regular work schedule, as defined in Article

Employees required by the University to work an Alternate work

\*in lieu of Presidents' Day

on the following:

1.

2.

Holiday Schedule July 202<u>5</u>3 – June 202<u>7</u>5

Commented [WK1]: https://hrs.wsu.edu/wpcontent/uploads/2021/09/Holiday-schedule-July-1-2021-June-30-2027.pdf

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B.

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41		schedule, as defined in Article 6.1.C.2, will receive pay equivalent to the
42		employee's work shift. Employees working a voluntary Alternate work
43		schedule will receive eight (8) hours pay and may take any combination
44		of annual leave, earned compensatory time or leave without pay; or be
45		allowed to change their schedule for the week to make up the hours.
46		3. Full-time, Nonscheduled employees, as defined in Article 6.1.C.3, will
47		receive eight (8) hours pay.
48	C.	Employees working less than full time will be paid on a pro-rated basis.
49	D.	Permanent and probationary employees working twelve (12) month schedules or
50		cyclic year position employees who work full monthly schedules through their
51		work year will receive holiday pay if they were in pay status on the work day
52		preceding the holiday.
53	E.	Cyclic year position employees scheduled to work less than full monthly
54		schedules throughout their work year qualify for holiday compensation if they
55		work or are in pay status on their last regularly scheduled working day preceding
56		the holiday(s) in that month.
57	F.	When a holiday falls on the employee's scheduled work day, that day will be
58		considered the holiday.
59	G.	When a holiday falls on the employee's regularly scheduled day off, the
60		employee will be paid holiday pay for the holiday. At the employee's option, the
61		employee may take an alternate date as the holiday the regular scheduled work
62		day before the eligible holiday or within the next thirty (30) days following the
63		scheduled holiday date. The alternate holiday date will be mutually agreed to by
64		the employee and their supervisor, and will be taken on the employee's regularly
65		scheduled workday. If the employee, for any reason is unable to take the alternate
66		date as the holiday, the employee will be paid holiday pay.
67	H.	Employees working a night shift schedule that begins on one (1) calendar day and
68		ends on the next calendar day may select the shift that begins on the holiday day
69		or the regular scheduled work shift that precedes the holiday as the holiday based
70		on operational needs as determined by the University.

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71 I. Employees who are required to work on a holiday will be paid at the overtime 72 rate for hours worked in addition to the straight time pay in Section 16.1 above. 73 16.2 PERSONAL LEAVE DAY/PERSONAL HOLIDAY A. Each employee may choose one (1) paid Personal Leave Day/Personal Holiday 74 during each calendar year (January 1 – December 31) if the employee is expected 75 to be employed for at least four (4) months. Personal Leave Day/Personal 76 Holiday pay will be paid at the employee's straight time rate of pay 77 B. Personal Leave Day/Personal Holiday pay will be paid at the employee's straight 78 79 time rate of pay. The Personal Leave Day/Personal Holiday will be pro-rated for less than full time 80 C. 81 employees, based on the percentage of appointment for the month during which the Personal Leave Day/Personal Holiday is used. 82 D. The Personal Leave Day/Personal Holiday request will be made in writing to the 83 employee's supervisor no less than fourteen (14) days prior to date for which the 84 Personal Leave Day/Personal Holiday is requested. The employee's supervisor 85 86 may waive this requirement. The request to schedule the use of a Personal Leave 87 Day/Personal Holiday will be made no later than November 1 of each calendar 88 year. The University will issue a reminder of this requirement no later than October 10 of each year. The number of employees who take their Personal 89 Leave Day/Personal Holiday at one (1) time may be limited due to operational 90 needs and/or due to staffing levels. If written approval or denial is not received 91 92 within seven (7) days of the request, the request will be considered approved. E. The Personal Leave Day/Personal Holiday may not be carried over to the next 93 94 calendar year except when an eligible employee's request to take their Personal Leave Day/Personal Holiday has been denied or canceled. The employee will 95 attempt to reschedule their Personal Leave Day/Personal Holiday during the 96 97 balance of the calendar year. If they are unable to reschedule the day, it will be 98 carried over the next calendar year and used within the first sixty (60) days of the 99 next calendar year. 100 F. An employee may be authorized to use increments of their Personal Leave

Page 3 of 5

101 Day/Personal Holiday for family member emergency care. G. 102 An employee may use their Personal Leave Day/Personal Holiday during a 103 period of emergency closures/suspended operations. An employee must use Personal Leave Day/Personal Holiday time as a full day or shift. 104 H. Personal Leave Day/Personal Holiday: Upon request, an employee will be 105 approved to use part or all of the Personal Leave Day/Personal Holiday for the 106 following types of leave: 107 The care of family members as required by the Family Care Act, WAC 296-108 ٠ 130; 109 110 Leave as required by the Military Family Leave Act, RCW 49.77; • Leave as required by the Domestic Violence Leave Act, RCW 49.76. 111 ٠ FAITH OR CONSCIENCE UNPAID HOLIDAY 112 16.3 113 A. Employees are entitled to two (2) unpaid holidays per calendar year for reasons of faith or conscience or an organized activity conducted under the auspices of a 114 religious denomination, church, or religious organization. 115 B. An employee must give at least fourteen (14) calendar days' written notice to the 116 supervisor when requesting these unpaid holidays. However, the employee and 117 118 supervisor may agree upon a shorter time frame. C. Employees will only be required to identify that the holiday request is for reasons 119 of faith or conscience or an organized activity conducted under the auspices of a 120 121 religious denomination, church, or religious organization. D. The holiday will be granted, unless the employee's absence would impose an 122 undue hardship on the University as defined by WAC 82-56 or the employee is 123 124 necessary to maintain public safety. If an undue hardship exists, the supervisor will work with the employee to find an alternate date on which the employee can 125 be released. 126

107 07/16/2024

Sarah L. Smith 07/16/2024

133 Kendra L Hsieh, WSU

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134 135 eh, WSU Date

Sarah Smith, WFSE

Date

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1 2 3 4			ARTICLE ANNUAL LI		
4 5	17.1	ANNUAL LEA	<b>AVE</b>		
6		A. <u>Annu</u>	al Leave Monthly Accrual R	ate Schedule	
7		1.	The following are the annual	l leave accrual rates	for full-time employees,
8			and will be based on total ye	ars of state employr	nent.
9		2.	Annual leave accrual will be	e pro-rated for less t	han full time employees
10			on the basis of the appointme	ent.	
11		3.	Employees will retain, carry	forward, and use a	any unused annual leave
12			that was accrued prior to	the effective date	of this Agreement in
13			accordance with the provision	ons of this Agreemer	nt.
14		4.	An employee bringing annu	ual leave from anot	ther state agency/higher
15			education institution may us	e the previously acc	rued annual leave during
16			the probationary or trial serv	ice period.	
17		5.	Annual leave credits of	permanent status	employees changing
18			employment between higher	education institutior	ns, related boards or other
19			state agencies will move with	h the employee.	
20		6.	Leave without pay does not	t affect the rate at v	which employees accrue
21			annual leave outlined in the	below table.	
22		7.	Employees will, in their sta	rt and end months	of employment, receive
23			annual leave accruals prorate	ed to the time in whi	ch they are in pay status.
24					
24			Year	Accrual Per Year	Accrual Per Month
		1-2 (of cont	tinuous state employment)	14 days	9.33 hours
		3 (of contin	uous state employment)	15 days	10.00 hours
		4 (of contin	uous state employment)	16 days	10.67 hours
		5-6 (of tota	l state employment)	17 days	11.33 hours

18 days

20 days

22 days

12.00 hours

13.33 hours

14.67 hours

7-9 (of total state employment)

10-14 (of total state employment)

15-19 (of total state employment)

	20-	-24 (of to	otal state employment) 24 days 16.00 hours
			ger (of total state employment) 25 days 16.67 hours
25 26	B.	Annu	al Leave Scheduling
	D.	<u>Anne</u> 1.	
27		1.	Requests for annual leave must be submitted by the employee in writing
28			in advance of the effective date. This requirement may be waived at the
29			sole discretion of the employee's supervisor for emergency situations.
30			The employee may be required to provide verification that the situation
31			was such that advance notice was not possible.
32		2.	Annual Leave Bid Process: Employees will submit written bids to their
33			supervisor between the first and last work days in January of each year
34			for annual leave requests. These bids will be for the annual leave calendar
35			of March of the current year through February of the following year. By
36			the end of the second full work week of February, the supervisor will
37			review, resolve scheduling conflicts on the basis of seniority and post a
38			listing of approved requests on work unit bulletin boards. The posted
39			annual leave is considered to be approved. Employees on the listings will
40			have priority regardless of the seniority of subsequent requesters.
41		3.	Requests for Annual Leave Outside a Bid Process: Requests for annual
42			leave outside the bid process may be submitted for leave requests for the
43			current leave year. The process for approving this leave will not be in
44			conflict with the annual leave bid process.
45			a. The supervisor must approve or deny a written request for Annual
46			Leave within ten (10) working days.
47			b. In the event two (2) or more employees request the same annual
48			leave period, and if the supervisor must limit the number of people
49			taking leave, and if the supervisor approves leave, the most senior
50			employee will be given preference. Previously approved leave
51			will not be cancelled in order to grant leave to a senior employee,
52			except for Section c below. The supervisor may deny leave or
			encept for beeach e cerem. The supervisor may deny foure of

53		limit the number of employees who take annual leave at one (1)
54		time due to operational needs and/or staffing levels.
55		c. In the event of a conflict of a previously established annual leave
56		schedule because of a subsequent transfer or promotion, every
57		effort will be made to honor all previously approved annual leave.
58		If such is not possible because of operational necessity and or
59		staffing levels and the transfer is involuntary, the employee with
60		the greater seniority shall be given preference. In the event of a
61		voluntary transfer or promotion, the employee transferring or
62		promoting will submit a new leave request.
63		4. Annual Leave Changes: Individual annual leave periods may be
64		changed at any time by mutual agreement between the employee(s)
65		concerned and supervision; however, in no case will an employee's
66		scheduled annual leave interfere with the necessary work of the
67		organization, the determination of which will rest with supervision.
68	C.	Annual Leave Scheduling for All Employees: Employees must have, or expect
69		to have, sufficient annual leave balances when requesting to use annual leave. An
70		employee is not entitled to use annual leave in advance of its accrual. Approved
71		annual leave requests will be adjusted if the employee has not accrued sufficient
72		annual leave by the time of the scheduled absence.
73	D.	Annual Leave Cancellation
74		1. The University will make every effort to find alternatives to meet staffing
75		needs without rescinding previously scheduled leave.
76		2. When circumstances require the presence of a particular employee who
77		is scheduled for or on approved leave, the University may, as a last resort,
78		cancel the authorized annual leave. The employee will be given priority
79		for rescheduling the annual leave, but the leave request will not displace
80		previously approved leave of other employees.
81	E.	Annual Leave Maximum: Employees may accumulate maximum annual leave

82		balanc	tes not to exceed two hundred and <u>eighty</u> forty ( $24\underline{8}0$ ) hours. However, there
83		are tw	yo (2) methods which allow vacation leave to be accumulated above the
84		maxin	num:
85		1.	If an employee's request for annual leave is denied by the University,
86			then the maximum of thirty (30) working days' accrual will be extended
87			for each month that the leave is deferred, provided a statement of necessity
88			justifying the denial is approved by Human Resource Services.
89		2.	As an alternative to Subsection (1) of this Section, employees may also
90			accumulate vacation leave in excess of thirty (30) days as follows:
91			a. An employee may accumulate the vacation leave days between
92			the time thirty (30) days is accrued and their anniversary date.
93			b. Such accumulated leave will be used by the anniversary date and
94			at a time convenient to the University. If such leave is not used
95			prior to the employee's anniversary date, such leave will be
96			automatically extinguished and considered to have never existed.
97			c. Such leave credit acquired and accumulated will never, regardless
98			of circumstances, be deferred by the University by filing a
99			statement of necessity as described in Subsection (1) of this
100			Section.
101	F.	Annu	al Leave Utilization
102		1.	Annual leave reporting will reflect the amount of time actually used.
103		2.	If the employee is called back to work while on annual leave, the
104			employee's annual leave balance will not be charged for hours worked
105			and the employee will receive call back pay.
106		3.	When holidays occur during annual leave periods, the employee will
107			receive holiday pay and annual leave will not be charged against the
108			employee's annual leave balance in accordance with Article 16.1.B.
109	G.	<u>Annu</u>	al Leave Cash Out: Except as provided for in Section A.5 of this Article,
110		perma	nent employees will be paid for all unused annual leave upon retirement,

- death, or separation from University service at the rate of one hundred (100) 111
- percent of the employee's salary at the time of retirement, death, or separation. 112
- H. Should WAC 357-31 yield higher leave benefits, applicable to WSU civil service 113
- 114
- 115

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

07/16/2024

07/16/2024 Sarah L. Smith

121 122

Kendra L Hsieh, WSU

123

Sarah Smith, WFSE Date

Date

# ARTICLE 18 SICK LEAVE/TIME OFF

#### **18.1 SICK LEAVE**

### A. Sick Leave Accrual

- 1. Full-time employees will accrue eight (8) hours per month of Sick Leave.
- 2. Sick Leave accrual will be pro-rated for less than full-time employees.
- 3. Employees with Leave Without Pay exceeding eighty (80) hours in a month will earn a monthly accrual of Sick Leave proportionate to the number of hours in pay status, in the month to that required for full-time employment.
- 4. Employees will, in their start and end months of employment, receive Sick Leave accruals prorated to the time in which they are in pay status.

# B. Sick Leave Uses

Accrued Sick Leave may be used only for:

- 1. The Employee's mental or physical illness, disability, injury, or health condition that has incapacitated the Employee from performing required duties; to accommodate the Employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.
- 2. The need to care for the Employee's family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for family member who needs preventive medical care.
  - a. For purposes of this section, "family member" is any individual for whom paid-sick leave usage is authorized in RCW 49.46.210, as written or amended. As of January 1, 2025, family member means, "a child, grandchild, grandparent, parent, sibling, or spouse of an employee, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. "Family member"

includes any individual who regularly resides in the employee's home, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual."

- 3. The Employee will make reasonable efforts to schedule such appointments at times so that they will not interfere with scheduled work days;
- Disability Leave as outlined in Article 21.9 for the continuation of employee benefits (i.e. medical insurance) by allowing the use of eight (8) hours of Sick Leave per month during periods of leave of absence without pay;
- 5. Leave for victims of domestic violence, sexual assault, or stalking as outlined in Article 21.8;
- 6. Supplementing Workers' Compensation payments;
- 7. Parental Leave as outlined in Article 21;
- 8. Emergency Child Care as outlined in Article 21;
- 9. In accordance with RCW 49.46.210 when an employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason or after the declaration of an emergency by a local or state government or agency, or by the federal government. Health-related reason, as defined in WAC 296.128.600, means a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material. Health-related reason does not include closures for inclement weather;
- 10. During a period of military conflict, an employee whose spouse is a member of military who has been notified of an impending call or order to active duty or who has been deployed is entitled to a total of fifteen (15) days of unpaid leave per deployment. Applicable military units are the Armed Forces of the United States, National Guard, or Reserves in accordance with RCW 49.77
- 11. By reason of exposure of the Employee to a contagious disease when the Employee's presence at work would jeopardize the health of others;

- 12. For bereavement;
- 13. Any other reason as required under RCW 49.46.210
- 14. Other circumstances when authorized by the Chief Human Resource Officer.

# C. Sick Leave Utilization

- 1. Sick Leave reporting will reflect the amount of time actually used.
- Accrued Annual Leave may be used for Sick Leave purposes as defined in B immediately above subject to all provisions of this Article.
- D. Sick Leave Reporting and Verification: An employee must notify their supervisor as soon as the Employee becomes aware that they will be absent from or late arriving to work. Failure to notify the supervisor prior to the start of the scheduled work shift will result in unauthorized Leave Without Pay until the Employee notifies their supervisor, at which time the unauthorized leave may be changed to authorized leave. The University may require a written medical certificate for any Sick Leave absence of more than three (3) work days, provided that the verification does not result in an unreasonable burden or expense on the Employee. If medical verification is required for employees it shall be in accordance with the provisions of RCW 49.46.201 and WAC 296.128.
- E. <u>Sick Leave Annual Cash Out</u>: Each January, Employees are eligible to receive cash on a one (1) hour for four (4) hour basis for ninety-six (96) hours or less of their accrued Sick Leave, if:
  - 1. Their Sick Leave balance at the end of the previous calendar year exceeds four-hundred and eighty (480) hours;
  - 2. The converted Sick Leave hours do not reduce their previous calendar year Sick Leave balance below four-hundred and eighty (480) hours; and
  - 3. They notify Human Resource Services by January 31st that they would like to convert their Sick Leave hours earned during the previous calendar year, minus any Sick Leave hours used during the previous year, to cash.
  - 4. All hours converted will be deducted from the Employee's Sick Leave balance.
- F. Sick Leave Former Employee: Any former Employee who is reemployed in a

job classification covered under this Agreement within three (3) years of separation from the University will have their former Sick Leave balance restored.

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

8.15.24 Date

Kendra L Hsieh WSU For WSU

08/16/24

Sarah Smith

#### ARTICLE 24 COMPENSATION

1 2

3 4 5

6

7		WAGE SCALES
8	A.	,,,,,,
9		Agreement will be increased by four (4) eight (8)twoseven (7)two (2) six (6%)
10		$\frac{\text{four } (4\%)}{\text{three } (3)}$ percent.
11	В.	Effective July 1, 20264, all salary ranges for classified employees covered by this
12		Agreement will be increased by three (3) eight (8)one six (1)(6) two (2)six (6%)
13		three (3%)two (2) -percent.
14	C.	Employees who have been at Step L for $six(6)$ consecutive years in the same salary
15		range or more will progress to Step M.
16	D.	Minimum Wage: The University will implement any State of Washington
17		minimum wage increase enacted during the term of this Agreement as mandated by
18		the State.
19	E.	Minimum Wages Determined by Local Ordinances: Any employee who has a
20		permanent assigned duty station within a local jurisdiction which has passed an
21		ordinance establishing a minimum wage higher than the minimum wage
22		established by the State, will be paid no less than the minimum wage directed by
23		the local ordinance.
24	_	——For the term of this Agreement (July 1, $20235$ – June 30, $20252027$ ) only, the
25		University agrees to pass through, at the rate of one-hundred (100) percent, any
26		legislature approved salary increases to the General Services Salary Schedule to
27		all job classes covered by this Agreement if the scale reflects a higher percentage
28		than in Article 24.1.A and 24.1.B. Any increase will be applied no later than the
29		date the legislature indicates the increases take effect. Should non-uniformed
30		classified employees of the University represented by another union, receive
31		general compensation increases at a higher percentage than those reflected in
32		Article 24.1.A and 24.1.B during the 202224 negotiations session, employees
33		covered by this Agreement will receive the same percentage general increases.

34			Salary ranges for each Job Classification are identified in the Office of Financial
35			Management State HR Classified Job Listing. Similarly, should classified
36			general state government employees represented by WFSE receive general
37			compensation increases from State Funding at a higher percentage than those
38			included in this Agreement, employees covered by this Agreement will receive
39			the same percentage general increases. However, WSU and WFSE will not be
40			required to decrease their compensation to match any other agreements.
41		F.	
42		G.	-Should salary ranges assigned to job classifications on the Office of Financial
43			Management State HR Classified Job Listing adjust upwards, those job
44			classifications covered by this Agreement will adjust equally.
45		<u>G.</u>	The University will continue to engage in reviews of classification compensation
46			adjustments through the OFM Classification Compensation Needs Assessments process
47			as the University deems appropriate, through the term of the Contract. Should salary
48			ranges be approved and funded through the state to adjust upwards for WSU job
49			classifications specifically, WSU will implement the adjustments no later than the date
50			the legislature indicates the increases take effect.
50			
51	24.2	DEL	
51 52	24.2		DCATION COMPENSATION
51 52 53	24.2	The U	<b>DCATION COMPENSATION</b> Jniversity may authorize relocation compensation or reimbursement for
51 52 53 54	24.2	The U movin	DCATION COMPENSATION University may authorize relocation compensation or reimbursement for ag expenses in accordance with RCW 43.03.110, RCW 43.03.120 and/or RCW
51 52 53	24.2	The U	DCATION COMPENSATION University may authorize relocation compensation or reimbursement for ag expenses in accordance with RCW 43.03.110, RCW 43.03.120 and/or RCW
51 52 53 54 55 56	24.2 24.3	The U movin 43.03. SAL	DCATION COMPENSATION University may authorize relocation compensation or reimbursement for ag expenses in accordance with RCW 43.03.110, RCW 43.03.120 and/or RCW 125. ARY MOVEMENT
51 52 53 54 55 56 57		The U movin 43.03.	<ul> <li>DCATION COMPENSATION</li> <li>University may authorize relocation compensation or reimbursement for ag expenses in accordance with RCW 43.03.110, RCW 43.03.120 and/or RCW 125.</li> <li>ARY MOVEMENT</li> <li>Except as specified below, on an employee's periodic increment dates they will</li> </ul>
51 52 53 54 55 56 57 58		The U movin 43.03. SAL	<ul> <li>DCATION COMPENSATION</li> <li>University may authorize relocation compensation or reimbursement for ag expenses in accordance with RCW 43.03.110, RCW 43.03.120 and/or RCW 125.</li> <li>ARY MOVEMENT</li> <li>Except as specified below, on an employee's periodic increment dates they will receive a two (2) step increase within the assigned salary range until such time as</li> </ul>
51 52 53 54 55 56 57 58 59		The U movin 43.03. <b>SAL</b> A.	<ul> <li>DCATION COMPENSATION</li> <li>University may authorize relocation compensation or reimbursement for ag expenses in accordance with RCW 43.03.110, RCW 43.03.120 and/or RCW 125.</li> <li>ARY MOVEMENT</li> <li>Except as specified below, on an employee's periodic increment dates they will receive a two (2) step increase within the assigned salary range until such time as they reach Step L.</li> </ul>
51 52 53 54 55 56 57 58 59 60		The U movin 43.03. SAL	<ul> <li>DCATION COMPENSATION</li> <li>University may authorize relocation compensation or reimbursement for ag expenses in accordance with RCW 43.03.110, RCW 43.03.120 and/or RCW 125.</li> <li>ARY MOVEMENT</li> <li>Except as specified below, on an employee's periodic increment dates they will receive a two (2) step increase within the assigned salary range until such time as they reach Step L.</li> <li>Recruitment and Retention: An Appointing Authority may request to the Chief</li> </ul>
51 52 53 54 55 56 57 58 59 60 61		The U movin 43.03. <b>SAL</b> A.	<ul> <li>DCATION COMPENSATION</li> <li>University may authorize relocation compensation or reimbursement for ag expenses in accordance with RCW 43.03.110, RCW 43.03.120 and/or RCW 125.</li> <li>ARY MOVEMENT</li> <li>Except as specified below, on an employee's periodic increment dates they will receive a two (2) step increase within the assigned salary range until such time as they reach Step L.</li> <li>Recruitment and Retention: An Appointing Authority may request to the Chief Human Resource Officer to adjust an employee's base salary up to step M within</li> </ul>
51 52 53 54 55 56 57 58 59 60		The U movin 43.03. <b>SAL</b> A.	<ul> <li>DCATION COMPENSATION</li> <li>University may authorize relocation compensation or reimbursement for ag expenses in accordance with RCW 43.03.110, RCW 43.03.120 and/or RCW 125.</li> <li>ARY MOVEMENT</li> <li>Except as specified below, on an employee's periodic increment dates they will receive a two (2) step increase within the assigned salary range until such time as they reach Step L.</li> <li>Recruitment and Retention: An Appointing Authority may request to the Chief Human Resource Officer to adjust an employee's base salary up to step M within the salary range to address issues that are related to recruitment, retention or</li> </ul>
51 52 53 54 55 56 57 58 59 60 61		The U movin 43.03. <b>SAL</b> A.	<ul> <li>DCATION COMPENSATION</li> <li>University may authorize relocation compensation or reimbursement for ag expenses in accordance with RCW 43.03.110, RCW 43.03.120 and/or RCW 125.</li> <li>ARY MOVEMENT</li> <li>Except as specified below, on an employee's periodic increment dates they will receive a two (2) step increase within the assigned salary range until such time as they reach Step L.</li> <li>Recruitment and Retention: An Appointing Authority may request to the Chief Human Resource Officer to adjust an employee's base salary up to step M within</li> </ul>
51 52 53 54 55 56 57 58 59 60 61 62		The U movin 43.03. <b>SAL</b> A.	<ul> <li>DCATION COMPENSATION</li> <li>University may authorize relocation compensation or reimbursement for ag expenses in accordance with RCW 43.03.110, RCW 43.03.120 and/or RCW 125.</li> <li>ARY MOVEMENT</li> <li>Except as specified below, on an employee's periodic increment dates they will receive a two (2) step increase within the assigned salary range until such time as they reach Step L.</li> <li>Recruitment and Retention: An Appointing Authority may request to the Chief Human Resource Officer to adjust an employee's base salary up to step M within the salary range to address issues that are related to recruitment, retention or</li> </ul>
51 52 53 54 55 56 57 58 59 60 61 62 63		The U movin 43.03. <b>SAL</b> A.	<ul> <li>DCATION COMPENSATION</li> <li>University may authorize relocation compensation or reimbursement for ag expenses in accordance with RCW 43.03.110, RCW 43.03.120 and/or RCW 125.</li> <li>ARY MOVEMENT</li> <li>Except as specified below, on an employee's periodic increment dates they will receive a two (2) step increase within the assigned salary range until such time as they reach Step L.</li> <li>Recruitment and Retention: An Appointing Authority may request to the Chief Human Resource Officer to adjust an employee's base salary up to step M within the salary range to address issues that are related to recruitment, retention or other business relatedbusiness-related reason, such as equity, alignment, or</li> </ul>

66		Resource Officer to adjust an employee's base salary up to two steps within the
67		salary range, up to step M, for employees who obtain departmental pre-approved
68		job relatedjob-related training certificates, licensure or degrees, not required by
69		the department. Determination of whether or not a certificate or license is job
70		related, is at the discretion of the department. Employees must submit requests in
71		advance in accordance with Article 23.
72	D.	Transfer: When an employee transfers from one position to another position in the
73		same or different classification at the same salary range, they will retain their step
74		in the salary range.
75	E.	<b>Promotion:</b> When an employee moves to a position in a classification with a higher
76		salary range, they will be placed at either the starting step of the new range or the
77		step which provides a minimum of a two (2) step increase, whichever is higher, not
78		to exceed Step M of the new range.
79	F.	Demotion:
80		1. When an employee is demoted to a position in a classification with a lower
81		salary range they will be placed at the same step in the new range on a step-
82		for-step basis not to exceed Step L.
83		2. When an employee voluntarily demotes to a position in a classification with
84		a lower salary range, they will be placed at the same step in the new range
85		as they hold in the current range. An appointing authority may petition
86		Human Resource Services to appoint the employee at a higher step in the
87		range, not to exceed the salary range maximum.
88		3. When an employee is demoted or voluntarily demotes to classification in
89		which they have held permanent status, they will not serve a trial service
90		period; unless the University determines the positions are not closely
91		related, then a trial service period may be required.
92		4. When an employee is demoted or voluntarily demotes to classification in
93		which they have not held permanent status, they will serve a trial service
94		period.
95	G.	Reversion: When an employee voluntarily or involuntarily reverts during their trial

96		service period, the employee returns to the classification in which they most
97		recently held permanent status, or when they move to a classification in the same
98		or lower salary range, the salary the employee was receiving prior to promotion
99		will be reinstated.
100	Н.	Elevation: When an employee is promoted to a higher classification in which the
101		employee previously held permanent status, they will be placed either at the starting
102		step of the new range or the step which provides a minimum of a two (2) step
103		increase, whichever is higher, not to exceed Step M of the new range.
104	I.	Temporary Upgrade:
105		1. When the University assigns an employee to a position in a classification
106		with a higher salary range for a period of fourteen (14) days or more, they
107		will be placed (for the full duration of the assignment) at either the starting
108		step of the range or the step which provides a minimum of a two (2) step
109		increase, whichever is higher, not to exceed Step M of the new range.
110		2. Bargaining Unit 13 and 20, Lead Workers: The employee will be paid
111		for the duration of their assignment in accordance with Article 7.1.H.2, at
112		the starting step of the new salary range or the step which provides a
113		minimum of a two (2) step increase, whichever is higher, not to exceed Step
114		M of the new range.
115		3. The University will not rotate employees in and out of assignments for the
116		sole purpose of avoiding payment of the higher-level pay. However, the
117		University may use rotating assignments for the purpose of employee
118		development or operational necessity.
119	J.	Reallocation:
120		1. Reallocation to a classification with a higher salary range maximum will
121		result in a minimum increase of two (2) steps not to exceed Step M, unless
122		the first step of the new range is more than two (2) steps above employee's
123		current salary in which case the employee is placed at the first step of the
124		new range. The Appointing Authority may request, to Human Resource
125		Services, the employee's salary be established at a higher step based on the

126				individual's qualifications and experience.	
127			2.	Reallocation to a classification with an equal salary range maximum will	
128				result in the employee retaining their previous base salary.	
129			3.	Reallocation to a classification with a lower salary range maximum will	
130				result in the employee being placed at the step in the new range that is	
131				equivalent to the current salary unless it exceeds the salary maximum, in	
132				which case the employee receives the top step of the new range. If the	
133				employee chooses to remain in the position with the lower salary range	
134				maximum the employee retains the existing appointment status. Upon	
135				request by the employee, the employee will be placed on the University's	
136				layoff list for the classification occupied prior to the reallocation and may	
137				elect to undergo the layoff process.	
138	24.4	PR	EMIUN	1 PAY	
139		A.	Shift	Differential	
140			1.	An employee regularly assigned to a work shift in which the majority of	
141				time is worked on a daily basis between 6 PM and 6 AM, will receive shift	
1					
142				differential for all hours worked. The shift differential is $\frac{1}{2}$	
142 143				differential for all hours worked. The shift differential is one (1) two (2) dollars, fifty cents (2.50) per hour or four hundred thirty five (435) dollars	<b>Commented [WK1]:</b> 174*2.50
					<b>Commented [WK1]:</b> 174*2.50
143			<u>2.</u>	dollars, fifty cents (2.50) per hour or four hundred thirty five (435) dollars	<b>Commented [WK1]:</b> 174*2.50
143 144			<u>2.</u>	dollars, fifty cents (2.50) per hour or four hundred thirty five (435) dollars per month-, or one hundred and seventy four (174) dollars per month.	<b>Commented [WK1]:</b> 174*2.50
143 144 145			<u>2.</u>	dollar <u>s, fifty cents (2.50)</u> per hour <u>or four hundred thirty five (435) dollars</u> per month-, or one hundred and seventy four (174) dollars per month. An employee regularly assigned day shift will receive shift differential	<b>Commented [WK1]:</b> 174*2.50
143 144 145 146			<u>2.</u>	dollar <u>s</u> , fifty cents (2.50) per hour or four hundred thirty five (435) dollars per month-, or one hundred and seventy four (174) dollars per month. An employee regularly assigned day shift will receive shift differential when they are temporarily assigned a full shift which includes hours after 6	<b>Commented [WK1]:</b> 174*2.50
143 144 145 146 147			<u>2.</u>	dollar <u>s</u> , fifty cents (2.50) per hour or four hundred thirty five (435) dollars per month-, or one hundred and seventy four (174) dollars per month. An employee regularly assigned day shift will receive shift differential when they are temporarily assigned a full shift which includes hours after 6 PM and before 6 AM where no overtime, or call back compensation is	<b>Commented [WK1]:</b> 174*2.50
143 144 145 146 147 148			<u>2.</u>	dollar <u>s</u> , fifty cents (2.50) per hour or four hundred thirty five (435) dollars per month-, or one hundred and seventy four (174) dollars per month. An employee regularly assigned day shift will receive shift differential when they are temporarily assigned a full shift which includes hours after 6 PM and before 6 AM where no overtime, or call back compensation is received. Shift differential for day shift employees is paid for only those	<b>Commented [WK1]:</b> 174*2.50
143 144 145 146 147 148 149			<u>2.</u>	dollar <u>s</u> , fifty cents (2.50) per hour or four hundred thirty five (435) dollars per month-, or one hundred and seventy four (174) dollars per month. An employee regularly assigned day shift will receive shift differential when they are temporarily assigned a full shift which includes hours after 6 PM and before 6 AM where no overtime, or call back compensation is received. Shift differential for day shift employees is paid for only those hours worked between 6 PM and 6 AM. The shift differential is <u>one-two</u>	Commented [WK1]: 174*2.50
143 144 145 146 147 148 149 150				dollar <u>s</u> , fifty cents (2.50) per hour or four hundred thirty five (435) dollars per month-, or one hundred and seventy four (174) dollars per month. An employee regularly assigned day shift will receive shift differential when they are temporarily assigned a full shift which includes hours after 6 PM and before 6 AM where no overtime, or call back compensation is received. Shift differential for day shift employees is paid for only those hours worked between 6 PM and 6 AM. The shift differential is <u>one-two</u> (1)-dollar <u>s</u> , fifty cents (2.50)- per hour.	Commented [WK1]: 174*2.50
143 144 145 146 147 148 149 150 151		В.		dollar <u>s</u> , fifty cents (2.50) per hour or four hundred thirty five (435) dollars per month-, or one hundred and seventy four (174) dollars per month. An employee regularly assigned day shift will receive shift differential when they are temporarily assigned a full shift which includes hours after 6 PM and before 6 AM where no overtime, or call back compensation is received. Shift differential for day shift employees is paid for only those hours worked between 6 PM and 6 AM. The shift differential is <u>one-two</u> (1)-dollar <u>s</u> , fifty cents (2.50)- per hour. –Any increase to Shift Differential rates approved for the University will be universally applied to this Agreement.	Commented [WK1]: 174*2.50
143 144 145 146 147 148 149 150 151 152		В.	2.	dollar <u>s</u> , fifty cents (2.50) per hour or four hundred thirty five (435) dollars per month-, or one hundred and seventy four (174) dollars per month. An employee regularly assigned day shift will receive shift differential when they are temporarily assigned a full shift which includes hours after 6 PM and before 6 AM where no overtime, or call back compensation is received. Shift differential for day shift employees is paid for only those hours worked between 6 PM and 6 AM. The shift differential is <u>one-two</u> (1)-dollar <u>s</u> , fifty cents (2.50)- per hour. –Any increase to Shift Differential rates approved for the University will be universally applied to this Agreement.	Commented [WK1]: 174*2.50
<ul> <li>143</li> <li>144</li> <li>145</li> <li>146</li> <li>147</li> <li>148</li> <li>149</li> <li>150</li> <li>151</li> <li>152</li> <li>153</li> </ul>		В.	2. Call-	dollar <u>s</u> , fifty cents (2.50) per hour or four hundred thirty five (435) dollars per month-, or one hundred and seventy four (174) dollars per month. An employee regularly assigned day shift will receive shift differential when they are temporarily assigned a full shift which includes hours after 6 PM and before 6 AM where no overtime, or call back compensation is received. Shift differential for day shift employees is paid for only those hours worked between 6 PM and 6 AM. The shift differential is <u>one-two</u> (1)-dollar <u>s</u> , fifty cents (2.50)- per hour. Any increase to Shift Differential rates approved for the University will be universally applied to this Agreement. Back	Commented [WK1]: 174*2.50
143 144 145 146 147 148 149 150 151 152 153 154		В.	2. Call-	<ul> <li>dollar<u>s</u>, fifty cents (2.50) per hour or four hundred thirty five (435) dollars per month-, or one hundred and seventy four (174) dollars per month.</li> <li>An employee regularly assigned day shift will receive shift differential when they are temporarily assigned a full shift which includes hours after 6 PM and before 6 AM where no overtime, or call back compensation is received. Shift differential for day shift employees is paid for only those hours worked between 6 PM and 6 AM. The shift differential is one-two (1)-dollar<u>s</u>, fifty cents (2.50)- per hour.</li> <li>Any increase to Shift Differential rates approved for the University will be universally applied to this Agreement.</li> <li>Back</li> </ul>	Commented [WK1]: 174*2.50

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157		regular non-overtime hourly rate, which shall not be used for purposes of
158		calculating overtime. In addition, the employee shall be paid for actual time
159		worked at the appropriate rate of pay.
160		2. Employees possessing the necessary knowledge, skills and abilities to
161		perform the required work will be called in order of seniority excluding
162		those employees who are in a leave status including compensatory time off
163		during that work day.
164		3. Employees shall be expected to respond as directed by the University.
165	C.	Standby: An overtime-eligible employee is in standby status while waiting to be
166		engaged to work by the University when the following conditions exist:
167		1. The employee is required to be present at a specified location or
168		immediately available to be contacted. The location may be the employee's
169		home or other specified location.
170		2. The University requires the employee to be prepared to report immediately
171		for work if the need arises, although the need might not arise.
172		3. Standby status will not be concurrent with work time. An employee on
173		standby status called to return to work does not qualify for call-back pay.
174		The employee shall be paid for actual time worked at the appropriate rate
175		of pay.
176		4. Employees on standby status will be compensated at a rate of seven (7)
177		percent of their hourly base salary for time spent in standby status.
178		5. Bargaining Unit 13 Employees Only: An employee who is called back
179		to work by the University will be guaranteed two (2) hours call back time
180		pay at the base rate, which will not be used for purposes of calculating
181		overtime and will be paid for actual time worked at the appropriate rate of
182		pay. Standby status will cease upon arrival at the worksite and resume
183		standby status upon departure from the worksite.
184	D.	Hazardous Conditions Pay: Hazardous conditions pay is a premium added to the
185		base salary and is intended to be used only as long as the hazardous conditions upon
186		which it is based are in effect. The supervisor must approve in advance the

	-	1	_
187		assign	nment of tasks for which hazardous conditions pay would apply.
188		1.	Hazardous conditions pay does not apply to tasks normally expected for the
189			employee's assigned job class.
190		2.	Eligible Work:
191			a. Work on a swing staging or tile/slate/metal roof (without
192			protective parapet) which is thirty-five (35) feet or more above
193			the ground or floor.
194			b. Sandblasting work requiring special protective clothing and air
195			line respiratory protection.
196			c. Work requiring a full face mask with air line or catalytic-type
197			respiratory protection.
198		3.	The salary premium for hazardous conditions is one dollar and fifty cents
199			(\$1.50) per hour with a two (2) hour minimum per event.
200		4.	The University will provide necessary training prior to assigning these
201			tasks to employees.
202	24.5	FUNDING	
203		The Universi	ity will request full funding from the State for any bargaining units added
204		under the pro	ovisions of Article 5.1.B. All economic items (wages and benefits) must be
205		funded by the	e State prior to those terms and conditions being implemented.
206	24.6	SALARY O	VERPAYMENT
207		In the event an	employee receives a salary overpayment the process outlined in RCW 49.48.200

207 In the event an employee receives a salary overpayment the process outlined in RCW 49.48.200 208 and RCW 49.48.210 (10) will be used to administer the recovery of wages or any associated 209 challenge.

210

09/18/2024

Sarah L Smith 09/19/2024 Sarah Smith, WFSE Date

216 Kendra L Hsieh, WSU 217 Date

218 219

220

1	WFSE V		ntract	
2 3	2025-20 ARTICL		iration_	TA_2024.07.16
4	Dated: 07/16/2024			
5				A DELCLE 20
6 7				ARTICLE 30 TERM OF AGREEMENT
8				
9				
10	30.1	This A	Agreeme	ent will be effective July 1, $20253$ and will remain in effect through June 30,
11		202 <u>7</u> 5. If this Agreement expires while negotiations between the Parties are underway for		
12		a successor agreement, the terms and conditions of this Agreement will remain in effect		
13		until the effective date of a successor agreement, or June 30, 20286, whichever is earlier.		
14		Thereafter, the University may unilaterally implement according to law.		
15	30.2	MAS	TER C	COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS
16		A.	For th	e negotiations of the 20275-20279 Collective Bargaining Agreement, the
17			Univ	ersity will provide a pool of up to five hundred (500) hours of paid release
18			time	for allocation among the Union Table Team members. The allocation of the
19			five	hundred (500) hours among the Table Team shall be determined by the
20			Unio	n.
21		В.	Conf	identiality/Media Communication
22			1.	Bargaining sessions will be closed to the press and the public unless
23				agreed otherwise by the chief spokespersons.
24			2.	No proposals will be placed on the parties' web sites.
25			3.	The parties are not precluded from generally communicating with their
26				respective constituencies about the status of negotiations while they are
27				taking place.
28			4.	There will be no public disclosure or public discussion of the issues being
29				negotiated until resolution or impasse is reached on all issues submitted
30				for negotiations. This does not preclude the discussion of these items with
31				their respective constituencies or other applicable entities.
		/	. /	32

Kendiaftishik

07/16/2024

Sarah L. Smith

07/16/2024

37 38

Kendra L Hsieh, WSU

Date

Sarah Smith, WFSE

Date

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

This MOU is to clarify and resolve any and all-the matters relating to parking in the 2025 - 2027 WSU and WFSE Collective Bargaining Agreement.-(CBA.)(Agreement or Contract).

Parking

- 1. For Dining Services employees, who are regularly assigned by their department, to different work locations, the university will provide cross-numerical parking permits, within the same color zone. This provision will be in place for the 2025-2027 parking permit years. (August 1, 2025 July 31, 2026, and August 1, 2026 July 31, 2027) Dining employees who meet the above criteria are responsible for contacting Transportation Services directly to request cross-numerical parking permits.
- The University will designate the Cattle Feeding Lab parking lot (lot 190) as a blue lot for the life of the agreement 2025-2027 parking permit years. (August 1, 2025 – July 31, 2026 and August 1, 2026 – July 31, 2027) for the period of August 1, 2025, to July 31, 2026. The parking permit rates shall only increase for this lot at the same amount as any other permit increase. See included map.

09/19/2024

Kendra L Hsieh, WSU Date

Sarah L. Smith 09/19/2024

Sarah Smith, WFSE

Date

# WSU Articles that will Retain their Current Contract Language (CCL):

Article	Opened
1	CCL
2	Updated
3	CCL
4	CCL
5	Updated
6	CCL
7	CCL
8	CCL
9	CCL
10	CCL
11	CCL
12	CCL
13	CCL
14	CCL
15	CCL
16	Updated
17	Updated
18	Updated
19	CCL
20	CCL
21	CCL
22	CCL
23	CCL
24	Updated
25	CCL
26	CCL
27	CCL
28	CCL
29	CCL
30	Updated
Арр А	CCL
Арр В	CCL
Арр С	CCL
App D	CCL
App E	CCL
Parking MOU	Updated