

**AGREEMENT BETWEEN**  
**WESTERN WASHINGTON UNIVERSITY**  
**AND**  
**PUBLIC SCHOOL EMPLOYEES OF WASHINGTON, WESTERN**  
**WASHINGTON UNIVERSITY, BARGAINING UNIT D**

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## **PREAMBLE**

This constitutes an Agreement between the Board of Trustees of Western Washington University, hereinafter cited as the Employer, and Public School Employees of Washington, Western Washington University, Bargaining Unit D, hereinafter cited as BUD. Members of Bargaining Unit D are cited 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 employee-management relations;

To promote fair and reasonable working conditions;

To promote efficiency and productivity in the performance of the work and the accomplishment of Employer's programs;

To promote procedures and methods to promptly and fairly adjust differences and misunderstandings between the Employer and the employee;

To encourage an environment of cooperation, support of the university's mission and goals, and harmony between PSE, the Employer, and employees for the benefit of all.

(Supervisory)

All the employees covered by this agreement are supervisors/managers.

All the employees covered by this agreement are an integral part of the University administration. This paragraph shall not be subject to the grievance process.

(Non-supervisory)

All the employees covered by this agreement are non-supervisors/managers.

All the employees covered by this agreement are an integral part of the University administration. This paragraph shall not be subject to the grievance process.

## **ARTICLE 1 – RECOGNITION**

- 1.1 Exclusive Representation. The Employer recognizes PSE as the exclusive bargaining representative for those employees covered by RCW 41.06 holding full-time or part-time regular, cyclic and project positions in the classifications listed in Appendix A, and excluding: confidential employees as defined by RCW 41.80.

The Employer agrees not to enter into any agreement or contract with the employee, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

- 1.2 New Job Classifications Represented. The Employer will provide BUD with job descriptions for all employees for classifications created or first used during the term of this Agreement.
- 1.3 Removal from the Bargaining Unit. The Employer will provide to BUD, on a monthly basis, the names and addresses of all employees who are promoted/transferred out of the bargaining unit; who are on leave without pay; who are seasonal or cyclic; who have resigned, terminated, retired, etc. This information will be provided to BUD via an electronic format mutually agreed to by the parties.
- 1.4 Entering Bargaining Unit D. The Employer will notify BUD of any new employees entering the bargaining unit. The Employer will inform all employees entering the bargaining unit of PSE's exclusive representation. The Employer also agrees to provide each employee entering the unit with an informational packet provided by PSE which describes its representation programs and includes a membership application. BUD shall be allowed no less than 30 minutes to meet with new employees on matters concerning the rights of employees and the role of PSE as the exclusive bargaining representative.

## **ARTICLE 2 – UNION MEMBERSHIP AND CHECKOFF**

- 2.1 Membership Reports. Each month the Employer shall provide BUD with electronic access to or a report in an electronic format of the following data, for employees in the bargaining unit:
- unique employee ID number (W#)
  - name (parsed)
  - home mailing address
  - appointment length
  - classification code and title
  - position number
  - salary range
  - salary step
  - gross salary
  - appointment percent
  - seniority date (time spent in unit)
  - longevity date (adjusted service date)
  - dues or fee rate
  - deduction code type
  - dues or fee deduction amount
  - work unit (department)
  - work phone number
  - assigned building and room #
  - mail stop

- 2.2 Membership Movement Reports. When an employee enters, moves laterally to a different classification, promotes within, or leaves the bargaining unit, a copy of the Personnel Action Form will be sent to BUD upon finalization. Upon request, a copy of the Position Questionnaire/Position Review form will be provided.
- 2.3 Union Membership. Each employee subject to this Agreement, who, on the effective date of the Agreement, is a member of PSE in good standing shall, as a condition of employment, maintain membership in PSE in good standing during the period of this Agreement, or shall pay to PSE through payroll deduction an amount equivalent to current agency fee payer charges.

All employees subject to this Agreement, who are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of employment, become members in good standing of PSE within thirty (30) days of the hire date. Such employees shall then maintain membership in PSE in good standing during the period of this Agreement.

In the event an employee fails to meet the requirements set forth in Section 2.3, or 2.3.1, PSE shall request that the Employer dismiss the employee for non-compliance. The Employer will give twenty-one (21) calendar days notice of termination to the effected employee. If the employee has not authorized payroll deduction of union dues or the representation fee and made arrangements to pay any back fees owing by the end of the twenty-one (21) calendar days, the employee will be terminated.

2.3.1 Religious Exception. Nothing contained in this Agreement shall require union membership of employees who object to such membership based upon bona fide religious tenets or the teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity mutually agreed upon by the employee and PSE. The employee shall furnish written proof that such payment has been made. If the employee and PSE cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.122.

2.3.2 Dues Deduction and Remittance. The Employer shall deduct PSE dues or service charges from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a semi-monthly basis.

The Employer agrees to submit a report semi-monthly along with its remittance of dues identifying each employee by name, employee number, position number, gross salary, and dues amount remitted.

- 2.3.3 Local Dues. The Employer shall deduct BUD local chapter dues separately and remit all such funds to the local BUD chapter treasurer on a semi-monthly basis.
- 2.4 Employer Indemnification. The Employer shall be held harmless by PSE, BUD and employees for compliance with this Article and any issues related to the deduction of dues and fees.

### **ARTICLE 3 – RIGHTS OF THE UNION**

- 3.1 Collective Bargaining. BUD has the right and responsibility to represent the interests of all employees, to present its views to the Employer on matters of concern either orally or in writing, and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit. The Employer shall notify PSE of any proposed policy change that affects wages, hours or other terms and conditions of employment. The parties recognize that policies and procedures encompassing mandatory subjects of bargaining may come to their attention outside the scope of this paragraph. Agreement to this paragraph does not constitute a waiver of any lawful right to negotiate over any such mandatory subject.
- 3.2 Disciplinary Notification. PSE shall promptly be notified by the Employer of disciplinary actions against any employee. PSE is entitled to have an observer at hearings conducted by the Employer and to make known PSE's views concerning the case.
- 3.3 Delegation of Rights. BUD reserves and retains the right to delegate any right or duty contained herein to the professional staff of the Public School Employees of Washington.
- 3.4 University Facilities and Equipment Use. BUD may use University facilities, on a space available basis, for the purpose of holding union meetings and conducting union business subject to University policies and procedures and payment of published rental charges, if any.
- 3.5 Bulletin Boards. The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to PSE for union communication. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with the state ethics laws and identified as PSE literature. PSE communications may not be posted in any other location on the campus.
- 3.6 Intra-University Communication Services. The President and Bargaining Unit Representatives of PSE will be permitted to use the University's communication systems, including Campus Mail Services, telephone and email, to communicate, as needed with all bargaining unit employees about matters concerning the administration of the contract or collective bargaining in accordance with the



established mail distribution, telephone and email policies and procedures of WWU.

- 3.7 Supplies and Equipment. PSE and its membership will not use state-purchased supplies to conduct union business or representational activities. This does not preclude the use of the telephone for representational activities if there is no cost to the Employer, the call is brief in duration and it does not disrupt or distract from institution business.
- 3.8 Printing and Copying. PSE may use campus printing and copying services, including self operated machines, at the rate charged other campus users.
- 3.9 University Access. Representatives of PSE, upon making their presence known to the Employer, shall have access to the Employer premises during business hours; provided that conferences or meetings between employees and PSE representatives will not interfere with the Employer's operations.
- 3.10 Attendance of Meetings. Employees will be allowed to attend PSE local meetings if they occur during work time. The employee will make requests to attend local meetings in advance, stating the expected duration. Generally, local meetings will be conducted between 12-1 p.m.

#### **ARTICLE 4 – BUD EMPLOYEE REPRESENTATIVES**

- 4.1 Representative Designation. The Employer recognizes PSE's right to designate bargaining unit members, who shall be known as BUD representatives, to assist bargaining unit members in contract administration matters, including the processing and investigation of grievances. Under special circumstances, with written notification, the BUD President may appoint a designee representative.

PSE will provide the Human Resources director (or designee) with a written list of the current BUD representatives within 30 days of appointment.

- 4.2 Representative Release Time. BUD representatives who are processing or investigating grievances in accordance with the grievance procedure of this agreement, or otherwise assisting or consulting with bargaining unit members or Employer officials in legitimate matters of contract administration, shall be released from work for reasonable periods of time with out loss in pay to undertake such activities on the Employer's property. BUD representatives are expected to coordinate release time with their supervisors.
- 4.3 Unreasonable Use of Time. In the event the Employer determines that the amount of work time used by any BUD representative on grievances or other authorized union activities is unreasonable, or is preventing the employee from completing his/her assigned duties, the parties will meet to discuss a resolution for the excess use of time before any disciplinary action is taken.

- 4.4 Release Time for Training. BUD representatives shall be provided release time each fiscal year for the purpose of PSE administrative/educational training not to exceed an aggregate total of thirteen (13) days

Release time for training, as set forth herein, shall be subject to the reasonable needs of the Employer and each employee's particular work assignment.

## **ARTICLE 5 – RIGHTS OF THE EMPLOYEE**

- 5.1 Off-duty Conduct. Employees shall not be disciplined for off-duty conduct absent a clear and convincing nexus between the conduct and the employee's on-duty responsibilities.
- 5.2 Outside Employment. Outside employment is permissible if it does not interfere, compete or conflict with the Employer's job requirements and provided it does not hinder the employee's ability to meet the responsibilities and demands of his/her Employer-required work. Employees are expected to notify their supervisors and/or Human Resources and complete the Outside Employment Information form before taking on additional outside employment.
- 5.3 Notification of Charges. Prior to any final Employer decision or recommendation regarding disciplinary action, employees shall be advised in writing of charges or complaints against them that the Employer reasonably believes could result in disciplinary or other adverse action, and shall be allowed to respond to such charges.
- 5.4 False Complaints. If an employee is the subject of more than one false complaint from the same individual, the matter will be evaluated by the Human Resources Department, with the assistance of the University Police Department and/or Employee Assistance Program as appropriate, and a determination will be made whether the repeated complaints indicate a possible personal security threat to the employee, requiring disclosure to the employee. Complainants who bring multiple false complaints will be counseled by the Human Resources Department regarding possible adverse consequences arising from such behavior.
- 5.5 Right to Union Representation. A member of the bargaining unit has the right to union representation on matters that involve actual or potential disciplinary actions. It is the member's responsibility to notify management that a union representative will be present if the member feels that he/she requires union representation at a meeting with his/her supervisor or other levels of management.
- 5.6 Treatment of Employees. The employee has the right to a workplace free from harassment, intimidation or other threatening behavior. Employees who believe they have experienced harassment, intimidation or threatening behavior are encouraged to report their concern to their immediate supervisor. If the immediate supervisor is the source of the workplace harassment, intimidation or other threatening behavior, the incident should be reported to the Human Resource

Director or designee, or to other responsible Employer officials in accord with the Employer's harassment and workplace violence policies.

## **ARTICLE 6 – LEGAL DEFENSE**

- 6.1 Employer Expense. Subject to approval of the Board of Trustees and the Attorney General of the State of Washington, claims, suits or proceedings against an employee for good faith actions or omissions arising out of his/her ordinary course and scope of duties for the Employer shall be defended by, and at the expense of, the Employer.

## **ARTICLE 7 – REASONABLE ACCOMODATION OF EMPLOYEES WITH DISABILITIES**

- 7.1 Reasonable Accommodation Laws. All parties will comply with all relevant federal and state laws, regulations, executive orders, and with the provisions of Employer policy in providing reasonable accommodation to qualified individuals with disabilities.
- 7.2 Requesting Accommodation. An employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation from the Employer's Employee Relations Unit. Employees requesting accommodation have a duty to cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation with any request for accommodation, and may require the employee to obtain a second medical opinion at the expense of the Employer. Medical information related to an accommodation disclosed to the Employer will be kept confidential and disclosed on a need-to-know basis, as provided in Article 33.8 of this agreement.
- 7.3 Determining Accommodation. The Employer will determine whether an employee is eligible for a reasonable accommodation, and the final form of any accommodation to be provided.
- 7.4 Disability Separation. Every option to reasonably accommodate an employee's disability shall be considered, including a move to an alternate vacant position for which the employee is qualified.

If the Employer determines that an employee's disability cannot be reasonably accommodated, the employee will be separated from service due to disability. Prior to any final decision regarding a disability separation, the Employer will notify the employee of its determination and provide the employee with an opportunity to discuss the disability separation. Disciplinary separation is not a disciplinary action.

## **ARTICLE 8 – NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.1 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.
- 8.2 Nondiscrimination. Neither the Employer nor PSE shall discriminate against any employee because of age, sex, national origin, race, color, creed, religion, sensory, mental or physical disability, sexual orientation, marital status or union membership.
- 8.3 Actions for Violations of This Article. Employees may challenge practices or actions that they allege violate the provisions of Sections 8.1 and 8.2 through the Employer's Discrimination Policy and Procedures, and/or using those remedies available through applicable law. Alleged violations of Sections 8.1 and 8.2 shall not be the subject of grievances under Article 8.

## **ARTICLE 9 – COMMITTEE MEMBERSHIP**

- 9.1 University Committees. PSE will be notified of any University committee that includes, or is intended to include, bargaining unit representation, and will be accorded the opportunity to name a representative of Bargaining Unit D to such committee.
- 9.2 Release Time for Committees. PSE representatives to University committees will be released from duties without loss of pay to engage in the normal activities of such committees, subject to the reasonable needs of the Employer and each employee's particular work assignment. Permission for such release time shall not be unreasonably withheld.

## **ARTICLE 10 – LABOR/MANAGEMENT COMMITTEE**

- 10.1 Purpose and Scope. The University and PSE will maintain a Labor-Management Committee to provide a forum for communication between the parties and to promote constructive labor-management relations. Committee meetings will be used for discussions only. The committee 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 the Labor-Management Committee meetings.
- 10.2 Representation. The Labor-Management Committee will consist of up to three (3) bargaining unit employees selected by PSE, a PSE staff representative and up to four (4) representatives selected by the Employer. PSE will provide the University with the names of employee representatives participating in committee meetings at least 10 calendar days in advance of the meeting.

- 10.3 Release Time and Meeting Expenses. The Employer will release employee representatives for time spent in committee meetings, provided the absence of the employees will not disrupt operations. Employees will be released without 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.
- 10.4 Scheduling of Meetings. Either party may request a meeting of the Labor Management Committee by sending a written communication including a description of the issue (s) to be addressed to the other party. To facilitate scheduling, requests will include a list of meeting representatives. The meeting will be scheduled at a mutually acceptable time and place. The committee will not meet more than once a quarter, unless there is mutual agreement for more frequent meetings.
- 10.5 Other Communications. Nothing in this Article shall preclude the parties from discussing issues of mutual concern outside the context of the Labor Management Committee.
- 10.6 Agreements. Any action item agreements reached at a Labor/Management Committee meeting shall be placed on a list and signed jointly by the Director of Human Resources/ or designee and the bargaining unit representative before the meeting adjourns. No later than seven (7) calendar days after the meeting is concluded more complicated agreements reached will be reduced to writing and forwarded to PSE for signature.

## **ARTICLE 11 – MANAGEMENT RIGHTS**

- 11.1 The Employer 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 this Agreement.
- 11.2 The sole and exclusive rights of the Employer include, but are not limited to, the rights to:
- 11.2.1 Plan, direct and control all operations and services of the Employer, including its mission, strategic direction, service levels, staffing levels and resource requirements.
  - 11.2.2 Develop, interpret, amend and enforce written policies, procedures, and rules governing the workplace.
  - 11.2.3 Determine the methods, means, and organization by which University operations and services shall be undertaken and accomplished.
  - 11.2.4 Discipline or discharge probationary employees as it deems appropriate, and discipline or discharge employees who have completed probation for cause.

- 11.2.5 Assign work, schedule the hours of work, alter work schedules, and authorize overtime.
- 11.2.6 Establish the duties and responsibilities of employees, including the development and alteration of job descriptions.
- 11.2.7 Establish and implement policies and procedures for evaluating the performance of Employees.
- 11.2.8 Plan and implement any reductions in force, including the identification of the specific position(s) or job classifications affected by a reduction in force.
- 11.2.9 Recruit, hire and promote employees based on standards established by the University.
- 11.2.10 Determine the need for additional training, and assign employees to complete any such training.
- 11.2.11 Perform all other functions not expressly limited by this Agreement. Except limited by this Article and as established in this Agreement, the parties acknowledge their obligation to bargain regarding matters affecting wages, hours and working conditions as permitted by RCW 41.80.020.

## **ARTICLE 12 – HOURS OF WORK**

- 12.1 Workweek. Unless otherwise specified for particular employees or groups of employees, the work week, for purposes of determining overtime eligibility, shall commence at 12:01 a.m. on Monday and end at 12:00 a.m. on Sunday. Employees will not be regularly scheduled to work more than forty (40) hours in a work week.
- 12.2 Work Schedule.
  - 12.2.1 The Employer will assign each position to one of the following work schedule designations: Regular schedules consist of five (5) consecutively and uniformly scheduled eight (8) hour days in a seven (7) day period. Uniformly scheduled is defined as a daily repetition of the same working hours and a weekly repetition of the same working days.
  - 12.2.2 Alternate schedules consist of workweeks and/or work shifts of different lengths. Alternate schedules may be assigned to meet business and customer service needs or in response to employee requests. For full-time employees, alternate schedules will consist of forty (40) hours of work, with at least two (2) consecutive days off, in a seven (7) day period.

- 12.3 Schedule Changes. The Employer may temporarily change an employee's schedule:
- 12.3.1 By providing written notice to the employee at least seven (7) calendar days in advance of any change. The day notice is given is considered the first day of the notice period; or
  - 12.3.2 By providing less than seven (7) calendar days notice if the Employer permits the employee, at his or her option, to work all hours in his or her original schedule in addition to the modified schedule. In the event the employee elects to work additional hours under this subsection, such additional hours will be compensated in accord with the provisions of Article 15 -- Overtime & Callback.
- Employees will be notified of permanent schedule changes in writing at least fourteen (14) calendar days in advance of any change. The day notification is given will be considered the first day of notice.
- 12.4 Meeting Notice. Employees shall be given two (2) working days notice of mandatory meetings scheduled outside of their normal working hours.

### **ARTICLE 13 – TELEWORK**

- 13.1 Telecommuting. Telecommuting opportunities shall be arranged in accordance with applicable policies and administrative regulations (see Executive Order 01-03 and Western Washington University Policy 5415.01 – Telecommuting).

### **ARTICLE 14 – BREAKS & LUNCH PERIODS**

- 14.1 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.
- 14.2 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.
- 14.3 Meal Period. Employees shall receive a minimum of thirty (30) minutes for a meal during any shift of five (5) or more hours. 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 permitted to complete the unpaid meal period at a time within the same work week mutually agreed between the employee and the employee's supervisor, or will be paid for the time worked during the meal period.

## ARTICLE 15 – OVERTIME & CALLBACK

- 15.1 Overtime Notification and Award. Every reasonable effort shall be made to provide employees with advance notice of overtime needs. Where there are multiple employees qualified to complete an overtime assignment, overtime opportunities and requirements will be rotated among such qualified employees on an equitable basis.
- 15.2 Overtime Computation. Overtime shall be compensated at the rate of one and one-half times the employee's regular rate of pay for all hours worked beyond forty (40) in a work week. For purposes of calculating overtime eligibility, all hours spent performing assigned duties, holidays and other paid leave will be considered hours worked. Leave without pay, additional compensation for time worked on a holiday and bonus pay for call back do not constitute hours worked. There shall be no duplication or pyramiding of overtime.
- 15.3 Additional Pay For Part-Time Employees. Part-time employees assigned to work hours beyond their regularly scheduled hours will receive additional pay at their regular hourly rate for such hours up to a total of forty (40) hours in a workweek. Hours worked beyond forty (40) in a workweek shall be considered overtime.
- 15.4 Overtime Authorization. Employees may not work overtime unless authorized by the employee's supervisor.
- 15.5 Call Back Pay. When an employee has left the institution grounds and is called to return to the work station outside of regularly scheduled hours, he/she shall receive two (2) hours bonus pay at the employee's regular rate of pay in addition to pay for time actually worked. Time worked beginning no more than two (2) hours immediately prior to an employee's regular shift does not constitute call back, provided notice of at least eight (8) hours has been given. An employee on standby status called to return to the work station does not qualify for call back pay.
- 15.6 Compensatory Time. Upon request of the employee and with approval of the employee's supervisor, an employee may accrue compensatory time in lieu of receiving overtime pay. Compensatory time shall accrue at the rate of one and one-half (1.5) time for each overtime hour worked.

Compensatory time off must be scheduled in advance with the approval of the employee's supervisor. Employees must use compensatory time prior to using vacation leave, unless this would result in the loss of their vacation leave. The Employer may schedule an employee to use his or her compensatory time with seven (7) calendar days notice.

An employee will be allowed to accrue up to two hundred forty (240) hours of compensatory time. All compensatory time beyond (60) hours of accrual must be used by June 30<sup>th</sup> of each year. If compensatory time balances are not scheduled to be used by the employee by April of each year, the supervisor shall contact the



employee to review his or her schedule. Compensatory time balances of greater than sixty (60) hours will be cashed out on or about June 30<sup>th</sup> of each year. Upon termination of employment, employees will be cashed out for all accrued compensatory time.

- 15.7 Reporting Overtime and Compensatory Time. Overtime worked and compensatory time earned shall be reported through the Employer's web time entry system.

## **ARTICLE 16 – SUSPENDED OPERATIONS AND INCLEMENT WEATHER**

- 16.1 Suspended Operations. In the event that the Employer suspends operations, employees not required to work shall be governed by the following provisions:

16.1.1 If the Employer suspends operations after the employee's work shift has begun, the employee will be paid for a minimum of half of their shift

16.1.2 Employees who miss paid time due to a suspended operations closure shall be allowed to take accrued compensatory time, vacation leave, personal holiday time or unpaid time for the work hours missed. Employees taking unpaid leave may work additional hours during the ninety (90) day period following the suspension of operations to make up the amount of pay lost.

16.1.3 PSE will be notified of proposed changes to the Employer's suspended operations procedures.

- 16.2 Inclement Weather. Bargaining unit employees who are unable to report to work because of inclement weather may charge the time to: vacation, personal holiday, accrued compensatory time, or leave without pay. Employees who take leave without pay on their last work day preceding a holiday due to inclement weather will not be deemed ineligible for holiday pay for because of such leave. Employees reporting to work less than two (2) hours late, or leaving less than two (2) hours early due to inclement weather shall not have their pay reduced as a result, and will not have to charge their accrued leave time for such late arrival/early departure.

## **ARTICLE 17 – HOLIDAYS**

- 17.1 Paid Holidays The following days are paid holidays for all eligible employees:

1. New Year's Day	January 1
2. Martin Luther King's Birthday	Third Monday in January
3. Presidents' Day	Third Monday in February
4. Memorial Day	Last Monday in May
5. Independence Day	July 4
6. Labor Day	First Monday in September
7. Veteran's Day	November 11

- 8. Thanksgiving Day Fourth Thursday in November
- 9. The day immediately after the Thanksgiving
- 10. Christmas Day December 25
- 11. Personal Holiday

When a holiday falls on a Saturday, the Friday before will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.

- 17.2 Holiday Pay. Eligible full-time employees will receive eight (8) hours of pay at their straight time rate for each holiday. Part-time employees will receive holiday pay on the same prorated basis that their monthly schedule bears to full-time employment.
- 17.3 Eligibility for Holiday Pay. Employees are eligible for holiday pay if they are in paid status on the regular business day preceding the holiday. In addition, cyclic employees who are scheduled to work less than a full month in a month in which a holiday falls will receive pay for the holiday if they were in paid status on their last scheduled work day preceding the holiday. Employees whose employment is terminated immediately prior to a holiday are not entitled to holiday pay.
- 17.4 Hours Worked on a Holiday. In addition to holiday pay described in Section 17.2, employees required to work on a holiday will receive the pay at their overtime rate for all hours worked on the holiday.
- 17.5 Alternate Schedules. Employees working alternate schedules who are normally scheduled to work more than eight (8) hours on a day observed as a holiday may use vacation leave, compensatory time or leave without pay to make up the difference between the employee's normally scheduled shift and the eight (8) hours of holiday pay.
- 17.6 Holiday Observance.
  - 17.6.1 When a holiday falls on the employee's scheduled work day, that day will be considered the holiday. When a holiday falls on the employee's scheduled day off, he or she shall receive the equivalent time off.
  - 17.6.2 An employee whose scheduled shift begins on one calendar day and ends on the next calendar day will observe the holiday on the shift that begins on the holiday.
- 17.7 Personal Holidays. An employee may choose one workday as a personal holiday during each calendar year if the employee has been continuously employed by the Employer for more than four (4) months.
  - 17.7.1 Personal Holiday Hours. Full-time employees shall receive eight (8) hours off for a personal holiday. Part-time employees shall receive hours off on the same prorated basis their monthly schedule bears to full-time employment.

- 17.7.2 Selection of Personal Days. Employees shall be permitted to take their selected day as their personal holiday if:
- (a) The employee has given at least fourteen (14) calendar days' written notice to his/her supervisor; provided that the supervisor may, at his or her discretion, may permit a shorter notice period.
  - (b) The number of employees choosing a specific day off does not interfere with the Employer's operations or require the Employer to incur overtime.
- 17.7.3 Use of Personal Holiday. Personal holidays may not be carried over into the next calendar year, however, if the selected personal holiday was denied due to the Employer's operations, the employee may use the personal holiday by March 31 of the next year (giving them up to three (3) months).
- 17.7.4 Donation of Personal Holidays. Part or all of a personal holiday may be donated to another employee for shared leave as provided in Article 20, Shared Leave. Any remaining portion of a personal holiday must be taken as one (1) absence.

## **ARTICLE 18 – VACATION LEAVE**

- 18.1 Recording Leave Time and Accrual. The Employer will include vacation leave accrual rate once per month on pay stubs and salary rate semi –monthly on pay stubs.
- 18.2 Vacation Credit. The vacation credit to which an employee shall be entitled shall be computed in accordance with the following rules:
- 18.2.1 Vacation Accrual Rate. Full-time employees eligible for vacation leave shall accrue vacation leave, to be credited monthly, at the following rates:

Year of Service	Continuous/total years of employment	Number of Hours per Month	Number of Days per Year
1st	First year of continuous state employment	8.0 hours	12 days
2nd	Second year of continuous state employment	8 hours, 40 minutes	13 days
3rd	Third and fourth year of continuous state employment	9 hours, 20 minutes	14 days
5th	Fifth, sixth and seventh year of total state employment	10 hours	15 days
8th	Eighth, ninth and tenth year of total state employment	10 hours, 40 minutes	16 days

Year of Service	Continuous/total years of employment	Number of Hours per Month	Number of Days per Year
11th	Eleventh year of total state employment	11 hours 20 minutes	17 days
12th	Twelfth year of total state employment	12 hours	18 days
13th	Thirteenth year of total state employment	12 hours, 40 minutes	19 days
14th	Fourteenth year of total state employment	13 hours, 20 minutes	20 days
15th	Fifteenth year of total state employment	14 hours	21 days
16 <sup>th</sup> +	Sixteenth and succeeding years of total state employment	14 hours, 40 minutes	22 days

18.2.2 Computation of Vacation Credit. Vacation hours shall be credited at the end of the month accrued. Employees who are in unpaid status for more than 10 working days in a month will not accrue vacation leave during that month.

18.2.3 Continuous Service. For purposes of this Article, an employee's year of continuous employment is based on the employee's date of hire into his/her current unbroken period of employment with any department, agency or institution of the state. This excludes employment in the legislative or judicial branches and employment in a temporary or student position not governed by civil service. Time spent on approved, unpaid leave or layoff will not be considered a break in service, but such time will not count toward an employee's continuous employment in determining the employee's vacation accrual.

18.3 Use and Scheduling of Vacation. Employees may not take vacation until they have successfully completed the probationary period.

18.3.1 Using Vacation in Place of Sick Leave. At their election, employees may use vacation in place of or in addition to sick leave for any of the purposes described in Article 19 [*Family Care provisions of Sick Leave article*]. Employees using vacation leave for this purpose will provide their supervisor notice of their absence as described in Section 19.4 [*notice provision of Sick Leave article*].

18.3.2 Scheduling of Vacation. Except as described in Section 18.3.1 above, vacation leave must be scheduled with the advance approval of the employee's supervisor. To the extent permitted by operational needs, leave shall be scheduled in accordance with the wishes of the employee in any amount up to the total vacation accrual.

- 18.3.3 Leave Time and Cyclic Schedules. The employer will notify department heads on an annual basis of the vacation accruals of their cyclic employees so that their cyclic schedules can be considered in scheduling vacations.
- 18.4 Maximum Vacation Accrual. Employees may accrue vacation up to a maximum of two hundred and forty (240) hours. An employee who has reached the maximum accrual level may continue to accrue vacation until his or her next anniversary date, at which time any vacation accrued beyond the two hundred forty (240) hour maximum accrual will be extinguished. With the written approval of Human Resources, an employee may accrue more than two hundred forty (240) hours of vacation when he or she is precluded from taking a previously scheduled vacation because of university needs. Any such written approval will specify a timeline for the employee to use any excess vacation accrual, after which any excess vacation accrual will be extinguished.
- 18.5 Transfer of Vacation. Employees who transfer from the University to another state agency or institution may, at their election, transfer their accrued but unused vacation.
- 18.6 Cash-out of Vacation. Upon termination, employees shall be paid for their accrued but unused vacation hours at their regular rate of pay, except for employees who transfer vacation as provided in Section 18.5.

In the event of a voluntary resignation, employees will receive pay for their accrued but unused vacation if they have provided at least two (2) weeks written notice. Employees who resign with less than two (2) weeks written notice will have their vacation leave balances reduced by the difference in number of days between the notice provided and two (2) weeks.

## **ARTICLE 19 – SICK LEAVE**

- 19.1 Sick Leave Accrual. Full-time employees shall accrue sick leave at the rate of eight (8) hours for each completed month of service. Part-time employees shall accrue sick leave on a pro-rated basis according to the percentage their monthly schedule bears to full-time employment. Employees who are in unpaid status for more than 10 working days in a month will not accrue sick leave during that month. Employees may accrue an unlimited amount of sick leave.
- 19.2 Uses of Accrued Sick Leave.
- 19.2.1 Accrued sick leave may be used for the following reasons:
- (a) An employee's own illness, injury or disability
  - (b) A period of quarantine following the exposure to a contagious disease during the period when attendance on duty would jeopardize the health of others

- (c) The need to care for a child under eighteen (18) years of age, or an older child incapable of self-care, with a health condition requiring treatment or supervision or any person to whom the employee stands in the relationship of guardian/ward
- (d) The need to care for the employee's spouse, parent, parent-in-law, grandparent, adult child, grandchild or sibling with a serious health condition or emergency condition
- (e) Medical, dental or optical appointments for the employee or other family member where the employee's presence is required, provided that employees must make reasonable efforts to schedule such appointments at times when they will least interfere with scheduled work days
- (f) Emergency childcare provided such use of sick leave is limited to three (3) days in a calendar year
- (g) Bereavement leave in addition to leave provided by Section 24.2, if such use is approved in advance by the employee's department head
- (h) Other circumstances if authorized by the Human Resources Director or designee

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

19.4 Sick Leave Notification and Verification. Employees must notify their supervisor as soon as reasonably possible when they will be absent due to illness or injury. For absences of three (3) or more consecutive days or where there is a reason to suspect sick leave abuse, the Employer may require the employee to present a physician's certificate verifying the need for sick leave before leave is authorized.

19.5 Sick Leave Cash Out Upon Retirement or Death. Upon retirement or death, an employee or the employee's estate will receive cash at the employee's straight-time hourly rate for all sick leave hours. Sick leave will be cashed out at a rate of one (1) hour's pay for each four (4) hours of sick leave. If the bargaining unit elects to place in effect a VEBA plan as provided by Article 45, employees cashing out sick leave upon retirement shall receive the proceeds in the form of a contribution to their VEBA account.

- 19.6 Coordination of Benefits. Employees who are absent due to illness or injury covered by workers' 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, taking into account the tax-free nature of workers' compensation benefits.

## **ARTICLE 20 – SHARED LEAVE**

- 20.1 Shared Leave Program. As permitted by RCW 41.04.650 – 41.04.670 and by Employer policy, eligible employees may donate accrued vacation leave, sick leave or personal holidays to other eligible state employees who have exhausted or are about to exhaust their own paid leave, and who have been called to military service; suffer from an extraordinary or severe injury, illness or impairment; or who have a relative or household member who is suffering from an extraordinary or severe illness, injury, or impairment. Eligibility to donate leave, receive leave, and the administration of the shared leave program will be in accordance with applicable state law. For purposes of this Article, the term relative includes the employee's spouse, child, stepchild, grandparent or parent; the term household member means persons residing in the employee's home who share reciprocal duties of care and financial support with the employee.
- 20.2 Leave Donation. An employee may donate vacation leave, sick leave, or personal holiday to another employee for purposes of the Washington state leave sharing program under the following conditions:
- 20.2.1 The employee's request to donate leave will not cause his/her vacation leave balance to fall below eighty (80) hours.
  - 20.2.2 The employee's request to donate leave will not cause his/her sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.
  - 20.2.3 An employee shall be allowed to donate all or part of his/her personal holiday to an employee authorized to receive shared leave.
- 20.3 Voluntary Donation. No employee may be intimidated, threatened, or coerced into donating leave for purposes of this program.
- 20.4 Shared Leave Use. Employees may receive and use donated leave as follows:
- 20.4.1 The Employer will determine the total amount of leave an employee may receive through shared leave, provided that no employee shall receive more than two hundred sixty-one (261) days of shared leave.
  - 20.4.2 Employees requesting shared leave due to their own, a relative's or a household member's extraordinary or severe illness, injury or impairment will submit with their request a medical certificate from a licensed physician or health care practitioner verifying the employee's

required absence, describing the medical problem, and identifying the expected date the employee will be able to return to work.

- 20.4.3 Employees requesting shared leave because of a call to military service must submit with their request a copy of the military orders verifying the employee's required absence.
  - 20.4.4 Employees will not be eligible for shared leave if they have been approved to receive Workman's Compensation.
- 20.5 Unused Leave. If the Employer determines that an employee will not need donated leave, such leave will be returned to donors in a timely manner.

## **ARTICLE 21 – FAMILY LEAVE**

- 21.1 Family Medical Leave. Employees who have been employed by the state for at least one (1) year, and who worked in state employment at least one thousand two hundred fifty (1250) hours during the twelve (12) month period immediately preceding the commencement of leave, are permitted up to twelve (12) workweeks of Family Medical Leave during any twelve (12) month period for purposes specified by law. Family Medical Leave shall be administered according to the Family Medical Leave Act, 29 U.S.C. § 2601 et seq., and related regulations, 29 CFR § 825 et seq.
- 21.2 Maternity Related Disability Leave. Pregnant employees may take unpaid leave for the entire period of any maternity related disability. Such leave may, at the pregnant employee's election, be taken in addition to the twelve (12) week leave to care for a new-born child under the federal Family Medical Leave Act, if the employee is eligible for Family Medical Leave.

While employees remain on paid leave, the Employer will continue providing paid health insurance to the employee on the same basis that those benefits are provided during regular employment.

Once paid leave is exhausted, employees on unpaid maternity-related disability leave may continue their health insurance coverage by paying the full premium cost for that insurance unless covered by FMLA protections.

- 21.3 Parental Leave. Employees may request unpaid parental leave for up to six (6) months, including any period of Family Medical Leave pursuant to Section 21.1 for the birth of the employee's child or the placement with the employee of an adopted or foster child. Parental leave must be taken within one (1) year following the child's birth or placement. The Employer may grant a request for parental leave beyond any period of Family Medical Leave.



## ARTICLE 22 – LEAVE OF ABSENCE

22.1 Purposes. In addition to the circumstances specified elsewhere in this Agreement, the Employer, in its discretion, may approve a leave of absence for the reasons specified below. Approval of leaves of absence will be confirmed in writing by the Human Resources Department, and that written confirmation will set a date for the employee's return to work.

22.1.1 To accommodate an employee's physical or mental disability, when the Employer has determined that such leave is consistent with its obligations under applicable state and federal law;

22.1.2 To permit an employee to complete an educational program;

22.1.3 To permit an employee leave for government service in the public interest; and

22.1.4 Other circumstances, if approved by a Vice President.

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

22.2.1 The employee must have successfully completed twelve (12) months of service;

22.2.2 The employee must have a bona fide intention of returning to work following the leave;

22.2.3 A leave of absence because of an employee's disability will not be granted until the employee has exhausted any available Family Medical Leave; and

22.2.4 Except for leave of absence to permit an employee to complete an educational program, and leave for government service in the public interest, leave of absence may not exceed twelve (12) months without approval of the Director of Human Resources.

22.3 Use of Paid Leave. The employee on an approved leave of absence must exhaust all available paid leave, including compensatory time, sick leave (if available for the purpose of the employee's leave), vacation leave, and personal holiday time before taking unpaid leave; provided that an employee granted a leave of absence because of the employee's own disability may use up to thirty-two (32) hours of paid leave at a rate of eight (8) hours per month to remain eligible for paid health insurance.

22.4 Cancellation of Leave of Absence. The Employer may cancel a leave of absence upon a finding that the employee is using the leave for purposes other than those

specified at the time of approval, or where there are exigent circumstances requiring the employee's return to work. The Employer will provide written notice to the employee that a leave of absence has been cancelled, which will set a date for the employee's return to work.

- 22.5 Benefits During Leave. An employee on a leave of absence who uses less than eight (8) hours of paid leave during a month is responsible for paying the entire premium cost (both the Employer and employee shares) of his or her health insurance during an approved leave of absence.
- 22.6 Reinstatement. Employees returning to work following an approved leave of absence will be returned to the position they held prior to the leave of absence or to another position in the same classification; provided that in the event the employee's position is eliminated during the time the employee is on leave, he or she will be notified and provided a time period in which to exercise any rights available pursuant to Article 30 [*Reduction in Force*].

Bargaining Unit employees who replace individuals on leave without pay shall be advised at the onset of their service of the status of the position they are occupying, and advised of their rights should the person return.

## **ARTICLE 23 – MILITARY LEAVE**

- 23.1 Military Leave. Any employee who is a member of a military reserve force of the United States or of the Washington National Guard shall be entitled to military leave with pay not to exceed fifteen (15) working days during the October 1 through September 30 time period. Such leave will be granted when the employee is ordered to report for active duty, when called, or when ordered to take part in active duty training. Such paid military leave shall be in addition to any compensatory time, vacation or sick leave to which the employee might otherwise be entitled, and shall not involve the reduction of any benefits, performance rating, privileges or pay. During the period of paid military leave, the employee shall receive his or her normal base pay.
- 23.2 Military Service Physical Examination. Employees required to report during working hours for a physical examination to determine physical fitness for military service shall receive full pay for the time required to complete the examination.
- 23.3 Military Leave of Absence. Employees shall be granted a military leave of absence without pay for absence from work for service in the armed forces of the United States or the Washington National Guard. During an unpaid military leave of absence, an employee is entitled to receive:
- 23.3.1 Retirement benefits and service credit in accord with the provisions of the applicable retirement system.

- 23.3.2 Health plan coverage at the employee's request and expense for a limited period of time as determined by the Health Care Authority.
- 23.3.3 Other length of service credits related to employment that would have been granted had the employee not been absent; provided the employee returns to the University at the conclusion of leave in accordance with applicable state and federal laws.
- 23.3.4 Any additional benefit required by applicable state or federal law.
- 23.4 Copy of Employee Orders. Unless prohibited by military necessity, the Employer shall be provided with a copy of an employee's orders at the time the employee requests military leave.
- 23.5 Return From Military Service. Following release from military service, an employee shall have the right to return to his/her employment as provided by applicable state and federal law.

## **ARTICLE 24 – OTHER LEAVE**

- 24.1 Leave for Child Care Emergencies. Employees who must miss work due to unforeseen child care emergencies may charge their absence to any accrued paid leave or to unpaid leave under the following conditions.
  - 24.1.1 Accrued compensatory time must be used before any other paid or unpaid leave.
  - 24.1.2 Employees may use no more than three (3) days per calendar year of their accrued sick leave and vacation leave for child care emergencies.
  - 24.1.3 Employees may use no more than three (3) days of unpaid leave per calendar year for child care emergencies.
  - 24.1.4 Employees using leave due to child care emergencies are not required to obtain advance approval prior to using leave, but must notify their supervisor of their absence as soon as possible prior to the start of their scheduled shift.
- 24.2 Bereavement Leave. Employees will be granted three (3) days of paid bereavement leave, per occurrence, for the death of the employee's spouse, child, parent, parent-in-law, sibling, grandparent, grandchild, or household member. With approval of the employee's supervisor, employees shall be granted accrued sick leave (as provided in Article 19 [*Sick Leave*]) or unpaid leave for bereavement.
- 24.3 Jury and Witness Leave. Employees subpoenaed to appear for jury service or as a witness will receive pay at their regular rate of pay for work hours missed because of their required service. Employees must notify their supervisors upon receipt of

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

Employees assigned to work an evening or night shift will be reassigned to a day shift for the duration of the jury or witness service.

## **ARTICLE 25 – COMPENSATION**

- 25.1 Base Wage Increases. Effective July 1, 2005, all salary ranges and steps of the Salary Schedule in effect on June 30, 2005 will be increased by 3.2%.

Effective July 1, 2006, all salary ranges and steps of the Salary Schedule will be increased by 1.6%; provided that July 1, 2006 Salary Schedule will remain in effect for twelve (12) months.

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

- 25.2 Salary Survey. Effective July 1, 2005, salaries for classifications found to be more than 25% behind prevailing rate, in accordance with the Department of Personnel's 2002 Salary Survey, will be brought to within 25% of prevailing rate; provided that this provision will be implemented only to the extent such rate adjustments are funded through the State's General Fund.

- 25.3 Periodic Increases. 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.

Employees who are hired above the minimum step of the salary range will receive a two (2) step increase annually on their hire date until they reach the top of the pay range.

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.

- 25.4 Promotional Pay. An employee who is promoted to a higher classification shall be paid at the salary step which represents at least a two-step increase over the salary received immediately prior to the promotion. The Director of Human Resources may authorize more than a two-step increase. All promotional increases must be within the salary range for the class.

- 25.5 Transfer or Reassignments. Employees who transfer within their class will retain their current base salary. Employees reassigned to another position as a result of department reorganization shall retain their current salary.
- 25.6 Reversion. Employees who do not successfully complete a trial service period and revert to the class in which the employee most recently held a position, or move to a classification in the same series with a lower salary range, will receive the base salary they received prior to their promotion.
- 25.7 Special Pay. The Employer may designate a position for special pay in the following circumstances:
- 25.7.1 When a unique configuration of work requires skills, duties, or working conditions beyond those required of comparable positions;
  - 25.7.2 To alleviate employment problems such as recruitment and/or retention;
  - 25.7.3 When failure to grant special pay could result in retention problems and seriously jeopardize University operations; and
  - 25.7.4 To prevent salary inversion or compression problems with other classes in the same or related series which have been granted special pay.
- 25.8 Shift Differential. Employees assigned to a shift in which a majority of time worked falls between 5:00 p.m. and 7:00 a.m. shall be paid an additional \$1.00 per hour for the entire shift. An employee assigned to a shift that qualifies for shift differential pay shall receive the same shift differential for authorized periods of paid leave, or when assigned to a different shift for less than a full work week.
- 25.9 Health and Welfare Insurance Premiums. The Employer will contribute the following amounts for health care benefits for each bargaining unit member, each month:
- From July 1, 2005, through June 30, 2006: \$663
  - From July 1, 2006, through June 30, 2007: \$774

## **ARTICLE 26 – VACANCIES & POSITION ALLOCATIONS**

- 26.1 Vacancies. The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. The Employer can fill a position on a full time or part time basis. When filling a vacant position, the Employer will first consider candidates from within the bargaining unit as provided in this Article. In the event the position is not filled with a candidate from the bargaining unit, the University will consider all other candidates who have the skills and abilities to perform the duties of the position

being filled, including employees who are requesting a promotion or voluntary demotion.

- 26.2 Position Changes. When Human Resources becomes aware of one of the following actions, the Director of Human Resources, or designee, will provide written notification to BUD:
- 26.2.1 Holding a position in the bargaining unit vacant;
  - 26.2.2 Reallocation of a bargaining unit position to a lower classification; or
  - 26.2.3 Removal of a position from the bargaining unit.
- 26.3 Classification. Position classification, position review and reallocation shall be handled in accord with WAC 357-13.
- 26.4 Transfers and Recall from Layoff Lists. Employees who wish to transfer to another bargaining unit position within their current job classification may submit to the University's Human Resources Department a University application and resume. When a position becomes available, HR will review the layoff list and transfer list by seniority for that job classification.
- 26.4.1 If a qualified employee on the layoff list has the most seniority, she/he will be appointed to the position.
  - 26.4.2 Up to three (3) names can be submitted for the opening at a time.
  - 26.4.3 Transfer candidates in the list of three (3) may be appointed if they have more seniority than a candidate for recall from the layoff list. One (1) of the three (3) transfer/layoff list candidates will be selected for the opening or HR will be notified of the reasons that none of the three (3) candidates was found to be qualified or suitable for the opening.
- 26.5 Posting of Vacant Positions. Positions that are not filled through placement of transfer applicants and recall of employees from the layoff list will be posted for a period of at least seven (7) calendar days, during which time internal and external applicants may apply. The posting will include, at a minimum, a description of the work to be performed, the requirements of the position, the rate of pay and the shift.
- 26.6 Filling Vacant Positions. If there are three (3) or more qualified internal applicants for a position, including employees wishing to promote or demote into the position, the appointing authority will interview, at a minimum, the three (3) most senior qualified internal candidate(s). If there are fewer than three (3) qualified internal candidates for the position, the hiring authority will interview all such candidates. In either case, internal candidates will be interviewed prior to any external candidates.

## ARTICLE 27 – TYPES OF APPOINTMENTS

- 27.1 Full Time Appointments. Full time appointments are scheduled to work twelve (12) months per year, forty (40) hours per week.
- 27.2 Part Time Appointments. Part time appointments are scheduled to work at least twenty (20) hours per week but less than twelve (12) months per year and/or less than forty (40) hours per week. Such employees will receive a percentage of the full time benefit (vacation leave, sick leave, personal holiday, holidays, etc.) based on the percentage their monthly schedule bears to full-time employment.
- 27.3 Cyclic Appointments. Cyclic leave positions are defined as less than twelve month appointments due to known budgetary restraints or known, recurring periods in the academic calendar when the position is not needed.
- 27.3.1 Cyclic Year Schedules. At least fifteen (15) calendar days before the start of each annual cycle, a cyclic schedule shall be established in consultation with the affected employee. Incumbents of cyclic year positions will be informed in writing of their scheduled periods of leave without pay in the ensuing annual cycle. Such leave without pay shall not constitute a break in service and shall not be deducted from the employees' length of service in granting periodic increments nor in computing the employees' vacation leave accrual rate.
- 27.3.2 Additional Work for Cyclic Employees. When additional work is required of a cyclic year position during a period for which the position was scheduled for leave without pay, the temporary work will be offered to the incumbent first, then to available bargaining unit members by seniority. The incumbent will be allowed at least three (3) working days in which to accept or decline the offer.
- 27.4 Project Positions. Project positions are positions of specific duration of six (6) months or longer. The Employer may create project positions in situations where the position is contingent upon state, federal, local, grant or other special funding of specific and time-limited duration, and/or where the work to be performed by the position is project-based and of a time-limited nature. The Employer will notify employees at the time of hire of the project nature of the position and the anticipated ending date of the project position.
- 27.5 Temporary Appointments. The Employer may make temporary appointments under the following conditions:
- 27.5.1 When a permanent employee is absent from a position
- 27.5.2 While the Employer is recruiting to fill a vacant position with a permanent appointment

- 27.5.3 When the Employer needs to address a short-term, immediate workload peak or other short term need
  - 27.5.4 When the Employer is not filling a position with a permanent appointment due to impending or actual layoff of a permanent employee
  - 27.5.5 When the nature of the work is sporadic and does not fit a particular pattern.
  - 27.5.6 Temporary Appointment Conditions. Employees working in temporary positions may not work more than one thousand fifty (1050) hours in a twelve (12) month period. Such employees are not part of the bargaining unit to which this Agreement applies.
- 27.6 Higher Level Duties. The Employer may assign to an employee duties from a higher job classification for a period not to exceed six (6) months. For the duration of such a temporary assignment, the employee shall receive additional compensation equal to five (5) percent of the employee's base wages. In the event an employee is temporarily assigned the full set of duties from a higher job classification, and the lowest step of the pay range for that higher job classification exceeds the employee's base wage by more than five (5) percent, the employee shall be paid at the lowest step of the higher pay range for the duration of the temporary assignment.

## **ARTICLE 28 – PROBATION AND TRIAL SERVICE**

- 28.1 Probationary Period Following his or her initial appointment into a bargaining unit position, an employee will serve a probationary period of six (6) months. This period is to allow the Employer 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.
- 28.1.1 The Employer may discipline or discharge a probationary employee at any time during the probationary period, and such action will not be subject to the grievance procedure.
  - 28.1.2 If a probationary employee is absent for a cumulative total of more than fifteen (15) days during the probationary period, the Employer will extend the employee's probationary period on a day-for-day basis for the total accumulated number of days on which the employee was absent. Upon mutual agreement between the Employer and BUD, an employee's probationary period may be extended by up to six (6) months.
  - 28.1.3 An employee who transfers or is promoted prior to completing his or her initial probationary period will serve a new probationary period.



The length of the new probationary period will be six (6) months, unless adjusted by the appointing authority for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) months.

28.2 Trial Service Period.

28.2.1 Employees with permanent status in a bargaining unit position who are appointed to a job classification within the bargaining unit in which they have not previously attained permanent status will serve a trial service period of six (6) months. This period is to allow the Employer 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.

28.2.2 If an employee is absent for a cumulative total of more than fifteen (15) days during the trial service period, the Employer will extend the employee's trial service period on a day-for-day basis for the total accumulated number of days on which the employee was absent. Upon mutual agreement between the Employer and BUD, an employee's trial service period may be extended by up to six (6) months.

28.2.3 With prior written notice by the Employer, an employee who has not successfully completed his or her trial service period shall be offered an opportunity to revert to a bargaining unit position that is:

- (a) Vacant or filled with a temporary employee and within a job classification in which the trial service employee previously held permanent status; or
- (b) Vacant, at or below the trial service employee's previous salary range, and in the same classification series as the position in which the trial service employee previously held permanent status.

In either case, the employee being reverted must have the skills and abilities required for the vacant position.

28.2.4 An employee who has not successfully completed his or her trial service period and who has no reversion options may request to be placed on the appropriate layoff list for bargaining unit positions in job classifications in which he or she had previously attained permanent status.

28.2.5 Employees involuntarily reverted from trial service will have the right to grieve their reversion to step 2 of Article 35 (Grievance Procedures).

- 28.3 Permanent Status. An employee will attain permanent status in a job classification upon his or her successful completion of a probationary or trial service period.

## **ARTICLE 29 – SENIORITY**

- 29.1 Seniority Defined. The term “seniority” as used herein shall 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.
- 29.2 Longevity Defined. The term “longevity” as used herein shall mean length of service in a Washington State Civil Service Position, irrespective of bargaining unit seniority.
- 29.3 Establishing Seniority & Longevity. Employees who are members of the bargaining unit prior to July 1, 2005, will retain the seniority they have accumulated prior to that date. For employees entering the bargaining unit after the effective date of this Agreement, the seniority date will be the date that the employee commenced regular employment in a BUD position, and the longevity date will be the date that the employee first commenced employment in a Washington state civil service position, adjusted as provided in Section 29.5.
- 29.4 Unit Wide Seniority. Seniority in the PSE non-supervisory unit and the PSE supervisory unit shall be interchangeable.
- 29.5 Adjustment of Seniority Date. Approved unpaid leave shall not result in a break in service, but will result in adjustment of an employee’s seniority date on a day-for-day basis for each day the employee spends on unpaid leave, except as follows:
- 29.5.1 Cyclic employees will not have their seniority dates adjusted because of their regularly scheduled period(s) of unpaid leave.
- 29.5.2 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.
- 29.5.3 Employees will maintain their seniority date during a period of unpaid military leave as required by applicable law.
- 29.6 Losing Seniority. Employees who have established seniority will lose their seniority rights in the event of the following occurrences: discharge for cause; resignation amounting to a complete separation from employment with WWU; failure to reasonably comply with the layoff-recall requirements of this agreement.

- 29.7 Transfer to a WWU Position Outside of Unit D. In the event that an employee with seniority rights should be reassigned to a classified position outside of the bargaining unit, either voluntarily or involuntarily, the employee shall retain such seniority rights as exist on the effective date of the reassignment. 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 civil service position shall retain their seniority for one (1) year.
- 29.8 Seniority Ties. All seniority ties will be broken by lot. The affected employees will be present when a representative from Human Resources, along with the President of the local PSE chapter (or a representative), perform this procedure.
- 29.9 Seniority Preferences, Strict Seniority. The employee with the earliest seniority date (greatest seniority) shall have absolute preferential rights regarding the following personnel actions: shift selection, vacation periods, and special service hours (including overtime and the right to refuse overtime). These rights shall, however, be applicable only within individual departments or job assignments in which bargaining unit members are ordinarily considered to be fungible.
- 29.10 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. Upon recall from a layoff list, an employee's seniority date will be adjusted by the period of time the employee spent in layoff status. Employees on layoff status must provide the Employer's Human Resources department with their current contact information, including mailing address. A copy of each position opening notice (job posting) will be mailed to each bargaining unit member in layoff status.

### **ARTICLE 30 – REDUCTION IN FORCE/LAYOFF**

- 30.1 Reduction in Force. A reduction of regularly scheduled hours of a position of anything greater than two-tenths (0.2) FTE will be considered a layoff and will permit an employee to exercise layoff rights.
- 30.2 Employee Options Under Reduction in Force. A permanent status employee shall receive at least thirty (30) calendar days written notice of layoff, including no less than five (5) working days in which to select placement on layoff list(s) and/or an option in lieu of layoff.

Employees subject to Reduction in Force, having options for continued employment, shall be provided with a copy of the job description for the option position(s) and the name of the immediate supervisor(s).

Employees shall be allowed a reasonable time to review and/or discuss the options with the potential new supervisor(s) and the Director of Human Resources, or designee. In the event there are no options available, the Director of Human Resources, or designee, shall provide the employee with information regarding the layoff list and procedures for recall from it.

- 30.3 Options in Lieu of Layoff. Regular and cyclic employees who have completed their probationary period and who are designated for layoff shall be given the option to move to an available comparable position or to an available position in a lower class in lieu of layoff.
- 30.4 Available Positions. A position is considered available if it is within the bargaining unit, and is vacant or held by the least senior person in the classification. The employee must meet position requirements in the job description.
- 30.5 Project Employee Layoff Rights. Project employees designated for layoff shall have layoff rights within their project.
- 30.6 Layoff Lists. Layoff lists for bargaining unit positions shall be kept by class with employees ranked by seniority. The names of permanent employees who have been laid off shall be placed on layoff lists for jobs in which they held permanent status and all lower positions in the class series that are within the bargaining unit.
- 30.7 Reinstatement of Benefits Following Layoff. If an employee accepts appointment into a position from the layoff list, the Employer will pay the employee the salary he or she received prior to layoff unless that salary is more than fifteen percent (15%) greater than the top step of the new range, in which case the employee may be placed at the top step of the new range. An employee appointed from a layoff list shall be credited with sick leave and seniority accrued at the time of layoff.

## **ARTICLE 31 – RESIGNATION**

- 31.1 Notice of Resignation. An employee may resign from service and should present, at least fourteen (14) calendar days in advance of the effective date, his/her resignation in writing.

Providing there are mitigating circumstances, an employee may withdraw a resignation once submitted, by providing a written withdrawal to his/her supervisor within seventy-two (72) hours, exclusive of Sundays and holidays, after the resignation was submitted. An example of mitigating circumstances would be resignation under coercion.

Resignation is a serious action and employees contemplating resignation are encouraged to contact their BUD representative prior to submitting their letter of resignation.

## **ARTICLE 32 – PERFORMANCE EVALUATIONS**

- 32.1 Overview. Employee work performance will be evaluated during probationary and trial service periods and annually thereafter. Immediate supervisors will meet with employees at the start of their review period to discuss performance expectations. Employees will receive written copies of their performance

expectations as well as written notification of any modifications made during the review period.

- 32.2 Probationary Period Progress Evaluation. Probationary employees shall receive a performance evaluation to discuss the employee's progress in the job during the probationary period.
- 32.3 Evaluation Form. As part of the performance evaluation process, employees will be provided with a written performance evaluation on a standard form selected by the Employer, which will include a signature line for the employee to acknowledge receipt of the evaluation and a space to record the employee's comments regarding the evaluation. The completed performance evaluation form, including the employee's comments, will be maintained in the employee's personnel file. A copy of the evaluation will be given to the employee.
- 32.4 Performance Evaluations. The evaluation is intended to convey the supervisor's opinion of the employee's performance in relation to the job standards and expectations for the employee's position, including such factors as initiative, job knowledge, follow-through, effectiveness, professionalism, attitude and judgment. Employee performance evaluations shall not be used to initiate personnel actions such as transfers, promotions, or discipline. Performance evaluations are not subject to the grievance procedure in Article 35.
- 32.5 Performance Issues. Performance issues should be brought to the attention of the employee at the time the supervisor becomes aware of the issue(s) in order to give the employee the opportunity to address the concern with the supervisor in a timely manner.
- 32.6 Unsatisfactory Level of Performance. All performance evaluations reflecting an unsatisfactory level of performance in one or more categories shall state specific reasons for the unsatisfactory evaluation, and action necessary by the employee to improve the unsatisfactory performance, including any recommended training. The employee's performance in the unsatisfactory category shall be periodically reviewed in a conference with the employee and the immediate supervisor, until such time as the problem causing the unsatisfactory performance review has been resolved. When the immediate supervisor determines that the employee has improved his or her performance to a satisfactory level, a written acknowledgement of that fact will be attached to the evaluation at issue.

### **ARTICLE 33 – PERSONNEL FILES**

- 33.1 Official Personnel File. The Employer shall maintain only one (1) official personnel file for each employee. The Human Resources office shall maintain the official personnel file. This shall not preclude the maintenance of all lawful payroll, benefits, medical and computer records by the Employer or the supervisor's working file.

- 33.2 Employee Right to Review. Each employee shall have the right to review the entire contents of his/her personnel file. Such review shall be in the presence of a Human Resources representative during business hours. During the review, an official or representative of BUD may be present, and the employee may initial and photocopy any material in the file. With such authorization as is required by law, a PSE representative, or other BUD representative, may review an employee's file.
- 33.3 Copies of Personnel File Material. Employees shall be provided a copy of all material relating to discipline or performance that is placed in his or her personnel file within five (5) days of its insertion.
- 33.4 Written Rebuttals. An employee may, at any time, submit for inclusion in the personnel file, a written rebuttal or comment regarding materials placed in his/her file.
- 33.5 Removal of Material. An employee may request that the Director of Human Resources remove or destroy material that s/he believes to be false, frivolous, irrelevant, or to have been improperly included in the file. All adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrong doing, shall be promptly destroyed.

Information may be retained if the employee requests that the information is kept in their file; or the information is related to pending legal action or legal actions may reasonably be expected to result.

- 33.6 Public Disclosure. When documents contained in a unit employee's official personnel file are subject to a public disclosure request by the general public, other government agencies or any other person under RCW 42.17, the Employer shall take the following actions prior to disclosure:
- 33.6.1 Promptly notify affected employee(s) of the request.
  - 33.6.2 Provide a copy of the requested document(s) to the affected employee(s), if they so desire.
  - 33.6.3 Provide an opportunity to the affected employee(s), within seventy-two (72) hours of notification, to consult with the Employer on the public disclosure request.
  - 33.6.4 Upon consultation with the Employer, the employee may request an additional five (5) calendar days in which to seek an injunction preventing provision of the documents to the requesting party.
- 33.7 Supervisor Working Files. Supervisors may keep working files regarding employees, but performance or disciplinary documents not included in the official personnel file may not be used as evidence in a grievance over disciplinary action taken against the employee.

- 33.8 Medical Information Files. Any health and medical information which is obtained by the Employer must be maintained in a separate, confidential file. Access to this information by the Employer's personnel will be strictly limited to those persons with a legitimate business or legal need to know. Employees will not be requested to sign a general or unlimited waiver of medical confidentiality.

## **ARTICLE 34 – DISCIPLINE AND DISCHARGE**

- 34.1 Cause for Discipline. All disciplinary actions for employees who have successfully completed their probation period shall be for just cause. The Employer may discipline or discharge an employee during the probation period without recourse to the grievance procedure; provided that employees who are discharged during their probation period shall be entitled upon request to an exit interview during which the employee may ask the Employer to reconsider its decision.
- 34.2 Progressive Discipline.
- 34.2.1 Use of Progressive Discipline. Disciplinary action shall be progressive in nature, and may include oral or written corrective action, written reprimand, suspension, reduction in pay, demotion or discharge. The Employer shall tailor discipline to respond to the nature and severity of the offense, as well as the employee's prior disciplinary record.
- 34.2.2 Discipline for Serious Misconduct. Consistent with the principles of progressive discipline, the Employer may suspend, reduce pay, demote or discharge an employee for a first offense in circumstances of serious misconduct.
- 34.3 Investigations.
- 34.3.1 Representation. Prior to any investigatory interview or a subsequent meeting to discuss disciplinary action, the affected employee shall be informed that he or she has the right to Union representation. Upon request, the employee shall be permitted a reasonable period of time to arrange for participation of a PSE representative or bargaining unit shop steward, as is appropriate and timely to the situation.
- 34.3.2 Duty to Cooperate. Employees have an obligation to cooperate with investigations conducted by the Employer. Failure to do so may be considered insubordination and may be grounds for discipline.
- 34.3.3 Meetings. Investigatory interviews and other meetings related to disciplinary action shall be conducted on the employee's paid time and, unless the circumstances otherwise require, during an employee's regularly scheduled work time.

- 34.3.4 Administrative Leave. The Employer may, at its discretion, place employees on paid administrative leave during disciplinary investigations. Employees on such paid administrative leave must remain available during their normal hours of work. Paid administrative leave is not discipline and is not subject to the grievance procedure.
- 34.4 Pre-Disciplinary Procedure. If the Employer intends to impose discipline that involves a loss of pay or termination of employment, the following pre-disciplinary procedure shall apply:
- 34.4.1 Notice of Intent to Discipline. The Employer shall inform the employee and PSE of the proposed discipline in writing. The written notice shall describe the event or conduct with sufficient particularity to permit the employee to understand the reason for the proposed discipline and to respond to any charges. The notice will also inform the employee of the right to PSE representation at a Pre-Disciplinary Meeting. The written notice will be furnished directly to the employee during employee's working hours or, if this is not possible, sent by certified mail to the employee's last known address.
- 34.4.2 Request for Information. Upon request, an employee or PSE will be provided with copies of any documents or witness statements upon which the Employer is relying for the proposed disciplinary action. No disciplinary action will be implemented based solely on anonymous charges or complaints.
- 34.4.3 Pre-Disciplinary Meeting. The Employer will schedule a Pre-Disciplinary Meeting to permit the employee to respond to a notice of intent to discipline. At the beginning of any Pre-Disciplinary Meeting, the Employer will describe its proposed discipline and the reasons for issuing the proposed discipline.
- 34.4.4 Disciplinary Decision. No later than fourteen (14) calendar days after the close of the Pre-Disciplinary Meeting, the Employer shall inform the employee and PSE of its decision in writing. The written notice will include the specific cause for any discipline issued, and will inform the employee of his or her right to grieve. If the disciplinary decision involves a permanent reduction in pay or discharge, the notice will set an effective date for that discharge of at least fifteen (15) calendar days from the date the notice was prepared; provided that discharge shall be effective immediately in the event the Employer determines that the employee's continued employment jeopardizes employee safety, Employer property or good public service. Circumstances justifying immediate discharge will be explained in the written notice. This notice will be delivered no later than the end of the day following the effective date.



- 34.5 Job Abandonment. An employee who is absent without approval or contact for more than three (3) consecutive workdays will be presumed to have abandoned his or her position, and will be notified in writing of the Employer's intent to terminate his or her employment. The written notice will provide a reasonable timeline during which the employee may respond to the notice.
- 34.6 Grievance of Discipline or Discharge. Disciplinary actions limited to oral or written corrective action may not be challenged through the grievance procedure in Article 35. Permanent employees may challenge all other final discipline or discharge decisions, including terminations due to job abandonment, through the grievance procedure; provided that written reprimands may not be grieved beyond Step 2 of the grievance procedure. The twenty-one (21) day timeline for filing grievances contained in Article 35 will begin to run on the effective date of the Employer's discipline or discharge.

## **ARTICLE 35 – GRIEVANCE PROCEDURE**

- 35.1 PSE and the Employer encourage problem resolution between employees and management, and are committed to resolving disputes at the earliest opportunity and at the lowest level possible. The procedure set forth in this Article shall be the exclusive means of resolving grievances.
- 35.2 Grievance Defined. A grievance is a dispute between the Employer and PSE, an employee, or a group of employees as to the interpretation, application or violation of any terms or provisions of this Agreement.
- 35.3 Time Limits. Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If PSE, on behalf of the employee(s), fails to act or respond within the specified time limits, the grievance will be considered waived. If the Employer fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.
- 35.4 Employee Representation. Employees may be represented by PSE in any meetings scheduled by the Employer to discuss a pending or threatened grievance.
- 35.5 Informal Discussion. Employees are encouraged to attempt to resolve complaints through informal discussion with their supervisors prior to filing a grievance.
- 35.6 Step 1. Regardless of the status of any informal discussions between an employee and his or her supervisor, PSE, on behalf of the aggrieved employee(s), shall submit the grievance in writing to the Department Head or designee within twenty-one (21) calendar days of the events giving rise to the grievance, or the date the employee(s) or PSE knew or could reasonably have been expected to know of such events. The written statement shall include the facts giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. The Department Head or designee shall respond to the grievance in writing within fourteen (14) calendar days of its receipt.

- 35.7 Step 2. Should Step One fail to resolve the grievance, PSE shall, within fourteen (14) calendar days after receipt of the Department Head's or designee's response, submit the grievance in writing to the Director, Human Resources. The Director, Human Resources shall respond in writing within fourteen (14) calendar days following receipt of PSE's grievance.
- 35.8 Step 3. Should Step Two fail to resolve the grievance, PSE shall within fourteen (14) calendar days after its receipt of the Director, Human Resource's decision give written notice to the Employer of its intent to submit the grievance to arbitration.
- 35.9 Option of Mediation. Upon mutual agreement, the parties may elect to suspend deadlines on a grievance that has proceeded to Step 3 of the grievance procedure while the matter is submitted to voluntary mediation.
- 35.10 Arbitration. Within fourteen (14) calendar days of the Employer's receipt of PSE's request to arbitrate, a representative of PSE and the Director, Human Resources shall confer and attempt to agree on a neutral arbitrator. If unable to reach agreement, they shall request a list of eleven (11) arbitrators from the American Arbitration Association ("AAA"). The list shall be limited to arbitrators from Washington and/or Oregon.
- 35.10.1 Within fourteen (14) calendar days following the receipt of the list of eligible arbitrators, the parties or their representatives shall meet to select an arbitrator. The parties shall each strike five arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a flip of a coin.
- 35.10.2 Unless otherwise agreed by the parties, challenges to the arbitrability of a grievance shall be resolved in a proceeding separate from and prior to an arbitration on the merits of the grievance. Within fourteen (14) calendar days following receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Sections 35.10 and 35.10.1 above to select an arbitrator to rule on the merits of the grievance.
- 35.10.3 The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and his or her power shall be limited to interpretation or application of the express terms of this Agreement.
- 35.10.4 The Arbitrator shall issue written decision to the parties within thirty (30) days of the close of the hearing or the submission of post-hearing briefs, whichever is later. The decision shall be final, conclusive and binding on the Employer, PSE and the employees; provided that the

decision does not include action by the arbitrator beyond his or her jurisdiction.

- 35.10.5 The Arbitrator's award may include back pay to the grievant(s); provided that no such back pay award shall exceed the actual loss to the grievant, and all awards shall be reduced by any replacement compensation received by the employee.
- 35.10.6 Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of its case. When an employee is subpoenaed as a witness on behalf of PSE in an arbitration case, the employee may appear without loss of pay if he or she appears during his or her work time; provided the testimony given is relevant and related to his or her job function or involves matters he or she has witnessed. Every effort will be made to avoid the presentation of repetitive witnesses. PSE is responsible for paying any travel or per diem expenses for its witnesses, the grievant and its representatives.
- 35.10.7 In any grievance challenging discipline issued by the Employer, including grievances regarding the arbitrability of a grievance over a disciplinary issue, the losing party, as determined by the arbitrator, shall pay the costs of the arbitrator. For all other grievances, the parties shall pay one-half of the costs of the arbitrator.
- 35.11 Removal of Documents. Documents relating to disciplinary actions that are later reversed will be removed from the employee's personnel file within ten (10) days and destroyed or given to the employee.
- 35.12 No Retaliation. Employees shall not be disciplined for participating in grievances filed under this Article.

## **ARTICLE 36 – JOB CONTRACTING**

- 36.1 Contracting for Services. The Employer may contract for services historically performed by employees only as permitted by RCW 41.06.142 and WAC 236-51, and as authorized by applicable law existing prior to July 1, 2005.

## **ARTICLE 37 – TRAINING & DEVELOPMENT**

- 37.1 Development & Training Program. The Employer agrees to establish and maintain a budgeted program related to job and promotional training.
- 37.2 Employee Requests for Training. Employees may submit a request for training to their supervisors. Requests will be considered based on operational needs and budget considerations. An employee whose requests for training are denied will be informed of the reason for the denial. If operational needs prevent the

employee from participating in training, the supervisor shall work with the employee and Human Resources to create a professional development plan.

- 37.3 Approved Training Time and Expenses. Time spent in training approved by the Employer shall be considered work time. Travel or other expenses incurred as a result of approved training will be reimbursed in accord with guidelines established by the state Office of Financial Management.
- 37.4 Tuition Waiver Program. The Employer recognizes the value of education in the personal development of employees. To encourage employees who wish to enhance their careers or personal opportunities through education, employees who have completed their probationary period are eligible to participate in the University's tuition waiver program as provided in RCW 28B.15.558.

### **ARTICLE 38 – LICENSURE & CERTIFICATION**

- 38.1 License and Certification Fees. If licensure or certification is a requirement of an employee's position, the Employer will pay the cost of obtaining and maintaining the license or certification. Employees may request, and supervisors may authorize, payment of the costs of maintaining a license or certification identified as a preferred qualification for their position.
- 38.2 Continuing Education for Required Licenses and Certifications. Employees will be permitted to use work time to complete continuing education requirements associated with required licensure or certification. With advance supervisory approval, the Employer will pay the costs associated with continuing education requirements.

### **ARTICLE 39 – AUTHORIZED PER DIEM AND MILEAGE.**

- 39.1 Reimbursement for Per Diem. Per diem expenses and mileage for the performance of official duties shall be in accordance with the maximum allowed by state law and regulations.

### **ARTICLE 40 – PARKING**

- 40.1 Academic Year Rates During the 2005-2006 academic year, bargaining unit employees shall be provided free parking in the Lincoln St. Park and Ride lot. Employees who choose to purchase parking passes may do so at the following rates:

**Parking Rates  
2005-2006**

PERMIT RATES	Amount
Quarterly	
G/R	82.31
C/12A	71.83
16CR	71.83
M	14.65
Reserved	180.40
G Fac/Staff Carpool	62.01
C Student Carpool	53.60
Vanpool	42.89
Commuter Packet	22.52
Convenience Pack	21.44
Academic	
G/R	246.93
C/12A	215.49
16CR	215.49
M	43.96
Reserved	541.22
G Fac/Staff Carpool	186.05
C Student Carpool	160.81
Vanpool	128.66
Annual	
G/R	314.59
C/12A	274.46
16CR	274.46
M	55.23
Reserved	721.63
G Fac/Staff Carpool	236.79
C Student Carpool	204.76
Vanpool	164.02
Summer	
G/R	67.65
C/12A	58.96
16CR	58.96
M	11.27
Reserved	180.40
G Fac/Staff Carpool	50.74
C Student Carpool	43.95
Vanpool	35.38

***Rates do not include 8.3% sales tax***

- 40.2 Section 34.2 Parking Committee Participation. BUD will select a representative from within the unit to participate on the University's Transportation Initiative Task Force. The purpose and role of task force will be to advise the Employer on matters of parking policy, including rates charged for parking permits.

- 40.3 2006-2007 Academic Year Rates. Parking rates for the 2006-2007 academic calendar year shall be established by the Employer based on recommendations from the Transportation Initiative Task Force, provided that the rates will be no more than ten percent (10%) above the rates charged for the 2005-2006 academic calendar year.

#### **ARTICLE 41 – EMPLOYEE ASSISTANCE**

- 41.1 Employee Assistance Program. The Employer will continue to offer an Employer-paid Employee Assistance Program for all employees covered by this Agreement. This program will be available to any employee covered by this Agreement and his or her immediate family as defined in this Agreement. Employees can request adjustments in schedule to allow access to the services of the Employee Assistance Program.

#### **ARTICLE 42 – CHILD CARE**

- 42.1 Child Care. The Employer and BUD recognize that family life has a significant impact upon employees' work lives. The Employer agrees to provide bargaining unit employees with access to the Childcare Development Center on the same basis as any non-student in the WWU Community.

#### **ARTICLE 43 – UNIFORMS AND EQUIPMENT**

- 43.1 Cost of Uniform or Safety Equipment. The Employer shall provide, at no cost to the employee, any uniform or safety equipment required by the Employer, OSHA, WISHA, L&I or authority.
- 43.2 Cost of Tools or Equipment. The Employer shall provide employees, at no cost, all tools and equipment required to perform their duties.

#### **ARTICLE 44 – SAFETY STANDARDS**

- 44.1 Working Conditions. The Employer and BUD employees share responsibility for workplace safety.
- 44.1.1 The Employer and all BUD employees will comply with the safety standards, rules and regulations of the Department of Labor and Industries and the Washington Industrial Safety and Health Act (WISHA).
- 44.1.2 Employees will comply with all safety standards and practices established by the Employer, including rules requiring that employees wear and/or use safety devices, personal protective equipment and apparel. The Employer will provide employees with required safety devices, personal protective equipment and apparel.

- 44.1.3 Employees should report damaged or missing safety equipment or other potentially unsafe practices or conditions to their supervisor as soon as reasonably possible.
- 44.2 Job Assessment. Employees may request through their supervisors an assessment of their position and/or work station to address ergonomic and other safety issues. Such assessments will be conducted by the Employer's Environmental Health and Safety staff. Recommendations for alterations to an assessed job or work station will be shared with the affected employee and his or her supervisor.
- The Employer shall endeavor to provide proper desks, chairs, and other appropriate equipment for workstations equipped with computers. Employees will be trained in the proper use of equipment to maximize operator comfort and efficiency.
- 44.3 Facilities. Adequate lunchrooms, washrooms and toilet facilities shall be provided and available for use of employees, regardless of gender. These facilities are not to be used for any other purpose (storage, office space, etc.) which would render them inadequate.
- 44.4 Workplace Harassment and Violence. The Employer prohibits harassment, violence or threats of violence in the workplace, and will maintain and enforce policies prohibiting workplace harassment and violence. The Employer will provide channels for employees to report concerns regarding workplace harassment or violence, and will promptly investigate concerns or complaints raised. Affected employees will be notified of the outcome of any such investigation, and any actions taken by the Employer as a result.
- 44.5 Unsafe Assignments. An employee who is given an assignment that he or she reasonably believes will be detrimental to his or her health shall immediately notify his or her supervisor. The employee will not be required to perform the alleged unsafe assignment until the matter has been reviewed by Environmental Health and Safety staff and the employee's supervisor. If such a review does not resolve the matter, it may be referred to the Director of Environmental Safety or the Department of Labor and Industries for resolution.
- 44.6 Hazardous Materials. Employees whose job includes the handling of hazardous materials shall be responsible for following all governmental regulations and Employer policies regarding such materials. The Employer shall provide employees with appropriate training regarding hazardous materials used in the employee's work.
- 44.7 Unsafe Work Areas. In the event the Employer 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 Employer will notify the employee as soon as possible of the potential danger or exposure, and will take the actions appropriate to remedy the unsafe condition.

- 44.8 Smoking Policy. Smoking is prohibited within the Employer facilities, buildings and vehicles. Employees may smoke only in designated areas, which shall include appropriate signage, ash trays and trash cans.

## **ARTICLE 45 – VEBA**

- 45.1 VEBA Definition. The employees of BUD are eligible to participate in the VEBA plan. The plan is officially titled “Voluntary Employees’ Medical Benefits Association - Medical Expense Plan” or “VEBA.” The VEBA Plan is a post-retirement medical expense reimbursement account. VEBA enables the employer to deposit funds equivalent to the cash-out of compensable unused sick leave at retirement in a tax-free VEBA trust account. The account can be used for the reimbursement of all VEBA approved medical expenses, such as reimbursement for prescription drugs, payment of insurance premiums, and payment of insurance deductibles and co-pays.
- 45.2 Cash-Out Rate. As provided in Article 19 [Sick Leave], upon retirement an employee will receive cash at the employee’s straight-time hourly rate for all sick leave hours. Sick leave will be cashed out at a rate of one (1) hour’s pay for each four (4) hours of sick leave. If a VEBA plan is in effect for bargaining unit members as permitted by this Article, employees cashing out sick leave upon retirement shall receive the proceeds in the form of a contribution to their VEBA account.
- 45.3 VEBA is Default Plan. The VEBA Plan is the default payment method for sick leave cash out at retirement. All employees who retire during the fiscal year must participate in the plan. Compensation in cash is not an option unless the VEBA Plan is voted out by the employees eligible to retire during the fiscal year. Employees refusing to sign the participation agreement will forfeit their compensable sick leave.
- 45.4 Procedures for VEBA. The procedure for VEBA plan adoption for BUD employees is as follows:
- 45.4.1 Sick leave reimbursement at retirement will be subject to a Human Resources audit of leave records.
- 45.4.2 A notice will be distributed each October for the upcoming calendar year notifying employees about compensation in cash and the process required if potential retirees would like the compensation in cash option for the year of their expected retirement.
- 45.4.3 A vote will be conducted each calendar year for those employees eligible to retire during the upcoming year. Balloting may occur via campus mail or any method determined by the Employer to best reach the effected employees. In the event there are no votes cast, the default VEBA option will remain in effect.



- 45.4.4 If the majority of the voting employees (more than 50%) request the compensation in cash option, all Bargaining Unit D employees retiring in the upcoming calendar year will receive sick leave cash out. All employees retiring in the upcoming calendar year will receive their sick leave cash out as a cash payment in their final paycheck. These amounts will be subject to withholding of Federal Income and Social Security taxes.
- 45.4.5 Once the compensation in cash plan is adopted for this group, the plan remains in effect for one calendar year and all employees who retire in that calendar year must participate in the compensation in cash plan; participation in the VEBA Plan is not an option.
- 45.4.6 The sick leave conversion compensation amount shall be deposited with the VEBA Trust within thirty (30) days of the employees' final pay date after retirement.

#### **ARTICLE 46 – SCOPE OF AGREEMENT**

- 46.1 This Agreement supersedes all provisions of WAC 357 not expressly incorporated by reference in this Agreement.
- 46.2 This Agreement supersedes specific provisions of University policy with which it conflicts. Absent such a conflict, employees will be subject to all University policies.
- 46.3 If any article, section, or provision of this Agreement is held unlawful by a court or administrative agency of competent jurisdiction, such holding or judgment shall be confined to the article, section or provision of this Agreement directly specified in the holding or judgment. The remainder of the Agreement shall remain in full force and effect. As soon as practical following any ruling invalidating a provision of this Agreement, the parties will meet to negotiate regarding a substitute provision.
- 46.4 This Agreement may be reopened during its term by the mutual agreement of both parties. All requests for reopening negotiations regarding an issue shall be in writing and shall specify items proposed for consideration.
- 46.5 Bargaining Regarding Changes to Mandatory Subjects.
  - 46.5.1 Except as provided in this Agreement or by applicable law, the Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify PSE, with a copy to the Local President and the field representative, of the proposed changes and PSE may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. In the event PSE does not request discussions and/or negotiations within fourteen (14) calendar days, the

Employer may implement the changes without further discussions and/or negotiations. If PSE does request discussions and/or negotiations, the Employer will bargain in good faith until an agreement is reached or the parties reach impasse. Upon mutual agreement, the parties may participate in mediation over unresolved issues. The Employer will not implement its proposed change unless the parties have reached impasse and have completed any agreed mediation. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify PSE as soon as possible.

- 46.5.2 The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities.

#### **ARTICLE 47 – TERM OF AGREEMENT**

- 47.1 Section 48.1. The term of this Agreement shall be July 1, 2005 through June 30, 2007; provided that if this Agreement expires while negotiations between the parties are underway for a successor agreement, the terms and conditions of this Agreement will remain in effect until the earlier of the date a successor agreement becomes effective or midnight June 30, 2008.

## **LETTER OF AGREEMENT**

The following Letter of Agreement between the Public School Employees of Washington, Western Washington University, Bargaining Unit D (the “BUD”, and Western Washington University (the “University”) is contingent upon approval by the Office of Financial Management [OFM] of the salary allotment set forth in § 963 of ESSB 6090 (2005 Washington Legislature), and release of those appropriated funds to the Employer. Should OFM fail to approve funding for this agreement, either party may reopen all or part of this agreement. The terms of this agreement will take effect July 1, 2005.

The parties agree as follows:

### **Wages**

- Effective July 1, 2005, all salary ranges and steps of the Salary Schedule in effect on June 30, 2004 will be increased by 3.2%.
- Effective July 1, 2006, all salary ranges and steps of the Salary Schedule will be increased by 1.6%; provided that July 1, 2006 Salary Schedule will remain in effect for twelve (12) months.
- Employees who are paid above the maximum for their assigned range on the effective dates of the increases described above will not receive the specified increases until the new range encompasses their current rate of pay, at which point they will be paid at the top step of the range.

### **Salary Survey Implementation**

- Effective July 1, 2005, salaries for classifications found to be more than 25% behind prevailing rate, in accordance with the Department of Personnel’s 2002 Salary Survey, will be brought to within 25% of prevailing rate (as listed in Attachment A); provided that this provision will be implemented only to the extent such rate adjustments are funded through the State’s General Fund.

## **APPENDIX A – JOB TITLES**

Accounting Supervisor I  
Accounting Supervisor II  
Administrative Assistant A  
Administrative Assistant B  
Administrative Services Mgr A  
Administrative Services Mgr B  
Bookstore Manager Assistant  
Cashier Supervisor  
Central Services Supervisor I  
Fiscal Technician Supervisor  
Grant and Contract Supervisor  
Information Tech Syst Spec IV  
Library Specialist I – Supervisor  
Library Specialist II – Supervisor  
Library Supervisor I  
Library Supervisor II  
Office Support Supervisor I  
Office Support Supervisor II  
Parking Supervisor I  
Photolithographer Supervisor  
Printer-Lithograph Supervisor  
Program Manager A  
Program Manager B  
Program Support Supervisor I  
Program Support Supervisor II  
Purchasing Manager B  
Research Technologist Supervisor  
Scientific Instructional Tech Supervisor  
Secretary Supervisor  
Speech Pat/Audio Clinic Supervisor  
Sports Equipment Manager II

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON, WESTERN  
WASHINGTON UNIVERSITY  
PROFESSIONAL/TECHNICAL  
EMPLOYEES BARGAINING UNIT

WESTERN WASHINGTON  
UNIVERSITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_