

**AGREEMENT BETWEEN**  
**WESTERN WASHINGTON UNIVERSITY**  
**AND**  
**PUBLIC SCHOOL EMPLOYEES OF WASHINGTON, WESTERN**  
**WASHINGTON UNIVERSITY**  
**PROFESSIONAL AND TECHNICAL EMPLOYEES**

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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, Professional Technical Employees, hereinafter cited as PTE. Members of Professional Technical Employees Bargaining Unit 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.

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: supervisory and confidential employees as defined by RCW 41.80 and temporary employees.

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 PSE with job descriptions for all employees for classifications created or first used during the term of this Agreement that perform duties related to the duties historically performed by bargaining unit employees.

1.3 Removal from the Bargaining Unit. The Employer will provide to PSE, 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 PSE via an electronic format mutually agreed to by the parties.

- 1.4 Entering the Bargaining Unit. The Employer will notify PSE 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. PSE 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 PSE 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 and
  - WWU e-mail address.
- 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 PSE 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 or transferred into the bargaining unit 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. This payment will be made through payroll deduction. If the employee and PSE cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission.

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. 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 PSE local chapter dues separately and remit all such funds to the local PSE chapter treasurer on a semi-monthly basis.

2.4 Employer Indemnification. The Employer shall be held harmless by PSE 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. PSE 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 University Facilities and Equipment Use. PSE 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.
- 3.4 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.
- 3.5 Intra-University Communication Services. The president of PSE's local chapter and PSE's employee representatives will be permitted to use the University's communications systems, including Campus Mail Services and email, consistent with the provisions of Washington State law to communicate as needed with all bargaining unit employees about matters concerning the administration of the Agreement or collective bargaining in accordance with the established policies and procedures of the University. The University further grants to PSE the use of campus duplicating services, including self-operated machines, at the rate charged to other campus users.
- 3.6 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.

- 3.7 University Access. Representatives of PSE, upon making their presence known to the Employer, shall have access to the Employer's premises during business hours; provided that conferences or meetings between employees and PSE representatives will not interfere with the Employer's operations.
- 3.8 Attendance of Meetings. With supervisor approval, which will not be unreasonably withheld, employees will be allowed to flex their work schedule to attend PSE local meetings that occur during the employees' normal work time; provided that local meetings generally will be conducted between 12-1 p.m. or after 5:00 p.m.

#### **ARTICLE 4 – PSE EMPLOYEE REPRESENTATIVES**

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

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

- 4.2 Representative Release Time. PTE 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 without loss in pay to undertake such activities on the Employer's property. PTE 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 PTE 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 Time Off for Union Activities. PSE-designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions. The employee's time off will not interfere with the operating needs of the institution as determined by management. If the absence is approved, the employees may use accumulated compensatory time or vacation leave instead of leave without pay.



## **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 Dean/Director before taking on additional outside employment and, if requested, provide written information about the prospective 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.
- 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 Defense by the Employer. 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.

- 6.2 Cooperation with Defense. The employee and the Employer must cooperate fully with the office of the Attorney General in furnishing any documents, depositions or other assistance necessary for the defense of the action.

## **ARTICLE 7 – REASONABLE ACCOMMODATION 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 30.8 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. Disability 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 32.

## **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 the bargaining unit 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.
- 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. When possible,

PSE requests will include a list of meeting representatives to facilitate scheduling. 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.
- 11.3 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 Work Week. Unless otherwise specified for particular employees or groups of employees, the work week shall begin at 12:01 a.m. Monday and shall conclude Sunday at 12:00 midnight. Employees will not regularly be scheduled to work more than forty (40) hours in a work week.
- 12.2 Work Schedules. Each position will be assigned by the Employer to one of the following work period designations:
- 12.2.1 Regular schedules. Regular schedules consist of five (5) consecutive 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 Alternative schedules. Alternative schedules may be assigned for operational necessity or employee convenience. Alternative schedules include any forty (40) hour schedule, with at least two (2) consecutive days off, in seven (7) day period other than five (5) uniform and consecutive eight (8) hour days.
  - 12.2.3 Flex Schedules. Flexible schedules include variable daily starting and ending times based on agreement between the employee and his or her supervisor or on operational need. Employees may work a flexible schedule by mutual agreement with their supervisor. In addition, the University may assign a flexible schedule to employees working in the classifications designated in Appendix B, based upon operational need. In the event the University determines that operational needs require assigning a flexible schedule to additional positions or classifications, the University will provide notice to PSE and, if requested, meet and confer regarding the assignment. Employees may request a written explanation of any decision denying a request to work a flex schedule.

The parties recognize that the concept of mandatory flex scheduling is untested with respect to this bargaining unit. They agree to review the efficacy of this concept on a semi-annual basis during the term of this Agreement, and confer regarding its terms if difficulties in administration arise. The parties further agree that this provision will not carry forward after the term of this Agreement unless by mutual consent of the parties.

12.3 Schedule Changes. Changes to the assigned hours of an employee working a regular or alternative schedule may be made under the following conditions:

12.3.1 Temporary Schedule Changes. Employees shall be notified of changes in their work schedules at least (7) calendar days in advance. The day that notification is given is considered the first day of notice. Temporary changes to employees' work schedules may be made with less than seven (7) days notice; notice provided that in the event a scheduled employee is assigned a temporary schedule change with less than seven (7) calendar days notice for reasons other than the employee's request, the employee shall be given the option to work his or her regular schedule in addition to the modified schedule. A temporary schedule change is defined as a change lasting twenty-one (21) calendar days or less.

12.3.2 Permanent Schedule Changes. Employees' work schedules may be permanently changed with fourteen (14) calendar days prior notice to the employee. The day notification is given is considered the first day of notice.

12.4 Overtime.

12.4.1 The following will constitute overtime:

- (a) All hours worked beyond the daily schedule of employees assigned to regular or alternative schedules;
- (b) All hours worked beyond forty (40) in a work week; and
- (c) All hours worked on by employees assigned to regular or alternative schedules on their scheduled day off.

12.4.2 Overtime shall be compensated at a rate of one and one-half times the employee's regular rate of pay, which will be calculated as required by applicable law. For purposes of calculating overtime eligibility, all authorized paid time off will be considered hours worked.

12.4.3 Overtime must be pre-approved by a supervisor. Working overtime without authorization may result in disciplinary action.

12.5 Compensatory Time.

12.5.1 Employees who are requested to perform overtime work will be offered the choice, prior to performing the duties, of accepting a cash overtime payment or the accrual of compensatory time in lieu of cash payment. Supervisors will not attempt to influence employee choice. Compensatory time shall accrue at the rate of one and one-half (1.5) times for each overtime hour worked.

12.5.2 Compensatory time off must be scheduled in advance with the approval of the employee's supervisor. No employee will accumulate more than 120 hours of compensatory time in lieu of cash overtime. Accrued compensatory leave above 60 hours must be used or converted to pay at the conclusion of each fiscal year (currently June 30). Employees may not be compelled to use compensatory leave.

12.5.3 Existing compensatory time balances above 60 hours will be used as leave by July 1, 2008, or converted to pay. Employees may not be compelled to use compensatory leave. Employees who currently are credited with compensatory leave balances of more than 120 hours are not eligible to accumulate additional compensatory leave beyond 120 hours. Upon termination of employment employees shall be cashed out for all accrued compensatory time.

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

12.7 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

12.8 Shift Differential. 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.

12.9 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.

12.10 Meal/Rest Periods. 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.

12.10.1 Employees will receive a minimum of one-half (1/2) hour off, without pay, for a meal during any shift lasting longer than five (5) hours. In the event that an employee's meal period is interrupted by work, the employee will be permitted to complete the unpaid meal period when the work interruption is concluded, or will be paid for the time worked during the meal period.

12.10.2 Employees shall receive a fifteen (15) minute paid rest period for each four (4) hours worked.

### **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 – ADDITIONAL REASONS FOR LEAVE**

14.1 Family Medical Leave. Employees who have been employed by the Employer for at least one (1) year, and who worked 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 will be administered according to the Employer's Family and Medical Leave policy.

14.2 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.

14.3 Parental Leave. Employees may request parental leave for up to (6) months, including any period of Family Medical Leave pursuant to Section 14.1, 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. Employees may, at their choice, use compensatory time, vacation leave, personal holiday and unpaid leave in any combination



during parental leave. During any period of parental leave not covered by Family Medical Leave, an employee who uses less than eight (8) hours of paid leave during a month may continue his or her health insurance coverage by paying the full premium cost for that insurance. The Employer may deny a request for parental leave beyond any period of Family Medical Leave based on operational needs.

- 14.4 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. Unpaid leave requests for unforeseen child care emergencies will go through the Leave Without Pay approval process as defined in the Leave of Absence Article. Employees using leave due to child care emergencies are not required to obtain advance approval prior to using leave, but must notify their supervisors of their absence as soon as reasonably possible.
- 14.5 Bereavement Leave. Employees will be granted three (3) days of paid bereavement leave for the death of the employee's spouse, child, step-child parent, step-parent parent-in law, sibling, step-sibling, grandparent, grandchild, or household member. With approval of the employee's supervisor, employees shall be granted accrued sick leave (as provided in Article 17.2) or unpaid leave for bereavement.
- 14.6 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.
- 14.7 Suspended Operations. In the event that the Employer suspends operations, employees not required to work shall be governed by the following provisions:
- 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. 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. PSE will be notified of proposed changes to the Employer's suspended operations procedures.
- 14.8 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 15 – HOLIDAYS

15.1 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 Thanksgiving	
10. Christmas Day	December 25
11. Personal Holiday	
12. Winter Break Day	To be used after the end of Fall Quarter and before the beginning of Winter Quarter

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.

15.2 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.

15.3 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.

15.4 Hours Worked on a Holiday. In addition to holiday pay described in Section 15.2, employees required to work on a holiday will receive the pay at their overtime rate for all hours worked on the holiday.

15.5 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.

15.6 Holiday Observance.

15.6.1 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.

15.6.2 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.

15.7 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.

15.7.1 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.

15.7.2 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, 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.

15.7.3 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).

15.7.4 Donation of Personal Holidays. Part or all of a personal holiday may be donated to another employee for shared leave as provided in Article 18, Shared Leave. Any remaining portion of a personal holiday must be taken as one (1) absence.

15.8 Winter Break Day. Employees who have completed probation will be entitled to an additional day of paid leave to be used between the end of Fall Quarter and the beginning of Winter Quarter. The day may not be carried forward for use at a

later date, may not be donated through Shared Leave, and will not be cashed out under any circumstances. Except as modified by this section, the provisions of Section 15.7 regarding Personal Holidays will apply to the Winter Break Day.

**ARTICLE 16 – VACATION LEAVE**

16.1 Vacation Accrual.

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

Full Years of Service	Monthly Accrual Rate	Hours per Year
During the first year of continuous state employment	8 hours	96
During the second year of continuous state employment	8 hours, 40 minutes	104
During the third and fourth year of continuous state employment	9 hours, 20 minutes	112
During the fifth and sixth, years of total state employment	10 hours	120
During the seventh and eighth years of total state employment	10 hours, 40 minutes	128
During the ninth year of total state employment	11 hours, 20 minutes	136
During the tenth year of total state employment	12 hours	144
During the eleventh year of total state employment	12 hours, 40 minutes	152
During the twelfth year of total state employment	13 hours, 20 minutes	160
During the thirteenth year of total state employment	14 hours	168
During the fourteenth year of total state employment	14 hours, 40 minutes	176
During the fifteenth year of total state employment	15 hours, 20 minutes	184
During the sixteenth and succeeding years of total state employment	16 hours	192

- 16.1.2 Vacation hours shall be credited at the end of the month accrued. Employees who are in unpaid status for more than ten (10) working days in a month will not accrue vacation leave during that month.
- 16.1.3 For purposes of this Section, an employee's years of continuous employment includes employment with any department, agency or institution of the state, excluding employment in the legislative or judicial branches, and employment in a temporary or student position not governed by civil service.
- 16.2 Maximum Vacation Accrual. Employees may accrue vacation up to a maximum of two hundred forty (240) hours. An employee who has reached the maximum accrual level may continue to accrue vacation until his or her next anniversary date, at which time any vacation accrued in addition to the two hundred forty (240) hour maximum accrual will be extinguished. With the written approval of the appropriate Department Head, 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 Employer 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.
- 16.3 Use and Scheduling of Vacation.
- 16.3.1 Employees may not take vacation until they have successfully completed the probationary period.
- 16.3.2 At their election, employees may use vacation in place of or in addition to sick leave for any of the purposes described in Article 17.2.1 (c), (d) and (e). [*Family care provisions of sick leave*]. Employees using vacation for this purpose will provide their supervisor notice of their absence as described in Article 17.4 [*Sick leave notification*].
- 16.3.3 Except as provided in Section 16.3.2 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.
- 16.4 Transfer of Vacation. Employees who transfer from the Employer to another state agency or institution may, at their election, transfer their accrued but unused vacation.
- 16.5 Cash Out of Vacation. Except for employees who elect to transfer vacation as provided in Section 16.4, upon termination employees shall be paid for their accrued but unused vacation hours at their regular rate of pay.

## ARTICLE 17 – SICK LEAVE

17.1 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 prorated basis according to the percentage their monthly schedule bears to full-time employment. Employees who are in unpaid status for more than ten (10) working days in a month will not accrue sick leave during that month. Employees may accrue an unlimited amount of sick leave.

17.2 Uses of Accrued Sick Leave.

17.2.1 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, domestic partner, parent, parent-in-law, grandparent, adult child, grandchild or sibling with a serious health condition or emergency condition [For purposes of this section, a domestic partnership is composed of two unmarried adults who are living together in a committed family relationship and have reciprocal duties to, and provide financial support for, one another. A domestic partnership will be recognized by the University 30 calendar days following the date upon which the employee submits to Human Resources a declaration signed by both partners. The University will not accept a declaration documenting a new domestic partnership until 30 calendar days have passed since the employee notified Human Resources of the termination of a prior domestic partnership.]
- (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) Bereavement leave in addition to leave provided by this Agreement, if such use is approved in advance by the employee's department head

- (g) Other circumstances if authorized by the Human Resources Director or designee

- 17.3 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.
- 17.4 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.
- 17.5 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 this Agreement, employees cashing out sick leave upon retirement shall receive the proceeds in the form of a contribution to their VEBA account.
- 17.6 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 18 – SHARED LEAVE**

- 18.1 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.

- 18.2 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:
- 18.2.1 The employee's request to donate leave will not cause his/her vacation leave balance to fall below eighty (80) hours.
  - 18.2.2 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.
  - 18.2.3 An employee shall be allowed to donate all or part of his/her personal holiday to an employee authorized to receive shared leave.
- 18.3 Voluntary Donation. No employee may be intimidated, threatened, or coerced into donating leave for purposes of this program.
- 18.4 Shared Leave Use. Employees may receive and use donated leave as follows:
- 18.4.1 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.
  - 18.4.2 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.
  - 18.4.3 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.
  - 18.4.4 Employees will not be eligible for shared leave if they have been approved to receive Workman's Compensation.
- 18.5 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 19 – LEAVE OF ABSENCE**

- 19.1 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. Leaves of absence will be approved in writing by the Human Resources Department, and such approval will set a date for the employee's return to work.



- 19.1.1 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;
  - 19.1.2 To permit an employee to complete an educational program;
  - 19.1.3 To permit an employee to serve in the Armed Forces, Peace Corps, U.S. Public Health Service or public elected office; and
  - 19.1.4 Other exigent circumstances.
- 19.2 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:
- 19.2.1 The employee must have successfully completed twelve (12) months of service;
  - 19.2.2 The employee must have a bona fide intention of returning to work following the leave;
  - 19.2.3 The leave of absence must not interfere with operational needs;
  - 19.2.4 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
  - 19.2.5 Except for leaves of absence approved to permit an employee to complete an educational program or service in the Peace Corps, leaves of absence may not exceed twelve (12) months.
- 19.3 Use of Paid Leave. Except as provided in Article 19.5 below, an employee on an approved leave of absence must exhaust all available sick leave (if available for the purpose of the employee's leave), vacation leave, and personal holiday time before taking unpaid leave; employees who choose to use compensatory time as part of a leave of absence must use any such time prior to taking unpaid leave.
- 19.4 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.
- 19.5 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. Employees who are granted a

leave of absence for their own disability may save and use up to thirty-two hours of paid leave at a rate of eight (8) hours per month to remain eligible for paid health insurance.

- 19.6 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 27– Reduction in Force/Layoff.

## **ARTICLE 20 – MILITARY LEAVE**

- 20.1 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.
- 20.2 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.
- 20.3 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:
- 20.3.1 Retirement benefits and service credit in accord with the provisions of the applicable retirement system.
  - 20.3.2 Health plan coverage at the employee's request and expense for a limited period of time as determined by the Health Care Authority.
  - 20.3.3 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.
  - 20.3.4 Any additional benefit required by applicable state or federal law.

- 20.4 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.
- 20.5 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 21 – COMPENSATION**

- 21.1 Base Wage Adjustments.
- 21.1.1 Effective July 1, 2007, all salary ranges and steps of the State Salary Schedule effective July 1, 2006 through June 30, 2007 will be increased by three and two-tenths percent (3.2%).
- 21.1.2 Effective July 1, 2007, salaries for classifications in the bargaining unit found to be more than twenty-five percent (25%) behind prevailing rate, in accordance with the Washington Department of Personnel's 2006 Salary Survey, will be brought to within twenty-five percent (25%) of prevailing rate.
- 21.1.3 Effective July 1, 2008, all salary ranges and steps of the State Salary Schedule in effect June 30, 2008 will be increased by two percent (2.0%).
- 21.1.4 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.
- 21.1.5 Effective July 1, 2007, all employees who have been at Step K of the State Salary Schedule for one (1) year or more will progress to a new Step L of the State Salary Schedule.
- 21.2 Additional Compensation. On July 25, 2007, a one-time payment of seven hundred and fifty-six dollars (\$756) will be dispersed only to employees who are:
- 21.2.1 Insurance eligible for the month of June, 2007; and
- 21.2.2 Covered by this Agreement.
- 21.3 Pay Parity/Classification Alignment. Pursuant to RCW 41.06.136 (2)(b), the University will implement Phase 4 of the Department of Personnel's Classification Consolidation Project when finalized.
- 21.4 The Employer may designate a position for special pay in the following circumstances:

- 21.4.1 When a unique configuration of work requires skills, duties, or working conditions beyond those typically required of comparable positions;
  - 21.4.2 To alleviate employment problems such as recruitment and/or retention;
  - 21.4.3 When failure to grant special pay could result in retention problems and seriously jeopardize University operations; and
  - 21.4.4 To prevent salary inversion or compression problems with other classes in the same or related series which have been granted special pay.
- 21.5 Employees who are assigned the full scope of duties and responsibilities of a position in a higher classification for a period of more than fifteen (15) calendar days will be paid at the step in the higher range which is nearest to a two (2) step increase from the employees' normal step.
- 21.6 The University will assign newly hired employees to the appropriate range and step of the salary schedule.
- 21.7 Employees will receive periodic increases as follows:
- 21.7.1 Employees who are hired at the minimum step of the pay range will receive a two (2) step increase to base salary following completion of the probationary period, and an additional two (2) step increase annually thereafter, until they reach the top of the pay range.
  - 21.7.2 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.
  - 21.7.3 Employees in classes that have pay ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges.
- 21.8 Employees who transfer or are reassigned to a position within their class or within their range will retain their current base salary.
- 21.9 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.
- 21.10 Monthly compensation for part-time employment will be prorated based on the ratio of hours worked to hours required for full-time employment.
- 21.11 Whenever a classified position has a bona fide requirement for regular use of competent skills in more than one language, sign language (AMESLAN), and/or

Braille, the University will authorize premium pay of two (2) steps above the level normally assigned for that position; provided that this premium will not apply in those instances where the position is allocated to a class that requires these skills.

21.12 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.

21.13 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 additional compensation as provided below. 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.

21.13.1 Effective July 1, 2007, the shift differential will be \$0.60 per hour.

21.13.2 Effective July 1, 2008, the shift differential will be \$0.65 per hour.

## **ARTICLE 22 – HEALTH INSURANCE**

22.1 University Contributions to Health Insurance Premiums. The University will contribute an amount equal to eighty-eight percent (88%) of the total weighted average of the health care premium for employees eligible for insurance each month, as determined by the Public Employees Benefits Board annually for benefits in calendar year 2008 and calendar year 2009, respectively.

22.2 Additional Insurance Premiums. The University will pay the entire premium costs for each employee for basic life, basic long-term disability, and dental insurance coverage.

## **ARTICLE 23 – HIRING & APPOINTMENT**

23.1 Filling Positions. 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 consider internal candidates who have the skills and abilities to perform the duties of the position prior to considering other candidates.

23.2 Types of Appointment.

23.2.1 Regular Positions. Regular positions are scheduled to work twelve (12) months per year.

- 23.2.2 Cyclic Positions. Cyclic positions are scheduled to work less than twelve (12) full months each year due to known, recurring periods in the fiscal year when the position is not needed, or due to known budgetary constraints. Before the start of each fiscal year, incumbents of cyclic positions will be informed, in writing, of their scheduled periods of leave without pay in the ensuing cycle. Such periods of leave without pay shall not constitute a break in service.
- 23.2.3 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 of time-limited duration, and/or where the work to be performed by the position is project-based and of a time-limited nature, not to normally exceed thirty-six (36) months. 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.
- 23.3 Temporary Positions. The Employer may make temporary appointments under the following conditions:
  - 23.3.1 When a permanent employee is absent from the position;
  - 23.3.2 The Employer is recruiting to fill a vacant position with a permanent appointment;
  - 23.3.3 The Employer needs to address a short-term, immediate workload peak or other short-term needs;
  - 23.3.4 The Employer is not filling a position with a permanent appointment due to impending or actual layoff of a permanent employee(s); or
  - 23.3.5 The nature of the work is sporadic and does not fit a particular pattern.

Employees filling temporary positions may not work more than one thousand fifty (1050) hours in a twelve (12) month period.

23.4 Full-Time and Part-Time Employment.

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

- 23.5 Notice to Employees. Employees shall receive written notice of their appointment status at the time of their appointment and when there is any change made to their appointment status. The union shall be copied on all such notices.
- 23.6 Posting of Vacancies. All bargaining unit vacancies will be posted on the Employer's internal website at or before the time those vacancies are posted for external applicants.
- 23.7 Transfers Lists. Employees who wish to transfer to another bargaining unit position may submit a written request to the University's Human Resources Department. When a position becomes available, Human Resources will notify the employee of the vacancy.

## **ARTICLE 24 – CLASSIFICATION AND RECLASSIFICATION**

- 24.1 Policy. Positions shall be allocated to the appropriate classification. Requests to reallocate should be based on a belief that the duties, responsibilities, or qualifications of a position are such that it is inappropriately allocated. Management retains the right to assign work in accordance with the provisions of the management rights clause of this Agreement.
- 24.2 Classification. Except as specifically modified by this Article, position classification, position review and reallocation shall be handled in accord with WAC 357.
- 24.3 Positions will not be reclassified or reallocated in a manner which will remove their duties from the combined PTE & BUD bargaining units except as provided in the Job Contracting/Preservation of Bargaining Unit Integrity Article in this Agreement.
- 24.4 Allocation Review Process.
- 24.4.1 The department head, or an employee may request that a position be reviewed when the requesting party believes that the basis of its request has become a permanent requirement of the position. A position may not be reviewed more often than once every six (6) months.
- 24.4.2 The request must be complete and in writing on forms provided by the University. Requests may be submitted to Human Resources or to an employee's direct supervisor or department. Any party may submit additional information, including the names of individuals, which the party believes is relevant to the position review.
- 24.4.3 An employee may request that a PSE representative be present as an observer at meetings with the University reviewer scheduled to discuss the request for position review.

- 24.4.4 The University reviewer will investigate the position and issue a written response to the employee or employee representative within sixty (60) calendar days from receipt of forms by Human Resources. A completed request is defined as the employee completing all employee portions of the reclassification forms. The response will include notification of the class and salary assigned when the position is reallocated, or notification of the reasons the position does not warrant reallocation when the request is not approved.
- 24.4.5 In the event that an employee is reallocated to a lower classification, he or she will be placed on the layoff list for his or her prior classification.
- 24.4.6 An employee may request reconsideration following receipt of the University's determination in accord with the provisions of WAC 357.

## **ARTICLE 25 – PROBATION AND TRIAL SERVICE**

- 25.1 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.
  - 25.1.1 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.
  - 25.1.2 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 PSE, an employee's probationary period may be extended by up to six (6) months.
  - 25.1.3 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.
- 25.2 Trial Service Period.
  - 25.2.1 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.

25.2.2 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 PSE, an employee's trial service period may be extended by up to six (6) months.

25.2.3 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.

25.2.4 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.

25.2.5 Employees involuntarily reverted from trial service will have the right to grieve their reversion to step 2 of the Grievance Procedure.

25.3 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 26 – SENIORITY**

26.1 Seniority Defined. The term "seniority" as used in this Agreement shall mean an employee's rank with respect to other members of the bargaining unit.

- 26.2 Establishing Seniority. The seniority date for employees as of the effective date of this Agreement shall be the seniority date they held as of June 30, 2007. The initial seniority date for employees who enter the bargaining unit after July 1, 2007, will be the date that the employee commenced regular employment in a PTE position.
- 26.3 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:
- 26.3.1 Cyclic employees will not have their seniority dates adjusted because of their regularly scheduled period(s) of unpaid leave.
- 26.3.2 Employees will maintain their seniority date during a period of unpaid military leave as required by applicable law.
- 26.4 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.
- 26.5 Transfer to a WWU Position Outside of PTE. 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 administrative position shall retain their seniority for one (1) year.
- 26.6 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.
- 26.7 Seniority Adjustment Due to Layoff. Time spent in layoff status will not be considered a break in service if the employee is recalled to work from a layoff list. Upon recall from a layoff list, an employee's seniority date will be adjusted by the period of time the employee spent in layoff status.

## **ARTICLE 27 – REDUCTION IN FORCE/LAYOFF**

- 27.1 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.

27.2 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.

27.3 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.

27.4 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 be able to meet the position requirements with minimal refresher training available through the University's in-house training program or employee self-study.

27.5 Project Employee Layoff Rights. Project employees designated for layoff shall have layoff rights within their project.

27.6 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. Employees will remain on the layoff list for up to two (2) years.

27.7 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 greater than the top step of the new range, in which case the employee will 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 28 – RESIGNATION**

28.1 Written Resignation. Resignations will be considered final when submitted to the University in writing.

## **ARTICLE 29 – PERFORMANCE EVALUATIONS**

- 29.1 Probationary and Annual Evaluations. 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.
- 29.2 Content of 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. The content of performance evaluations is not subject to the grievance procedure.

## **ARTICLE 30 – PERSONNEL FILES**

- 30.1 Maintenance of Personnel Files. The Employer shall maintain in the Human Resources Department one personnel file for each employee. The personnel file shall contain information pertinent to an employee's qualifications, record of employment and other information required for business and legal purposes. Access to and use of information in the employee's personnel file shall be restricted to a business or legal purpose. Materials derived from any unknown sources will be excluded from the personnel file. Performance, corrective action or disciplinary documents relating to the employee that are not included in the official personnel file may not be used as evidence in any grievance arbitration regarding discipline of the employee.
- 30.2 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 PTE 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 PTE representative, may review an employee's file.
- 30.3 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.
- 30.4 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.
- 30.5 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.

30.6 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:

30.6.1 Promptly notify affected employee(s) of the request.

30.6.2 Provide a copy of the requested document(s) to the affected employee(s), if they so desire.

30.6.3 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.

30.6.4 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.

30.7 Supervisor Working Files. Supervisors may keep working files regarding employees. Documents in the supervisor's working file must be dated and may be kept only as long as they have a reasonable bearing on the employee's performance, but in no event longer than two (2) years.

30.8 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 31 – DISCIPLINE AND DISCHARGE**

31.1 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.

31.2 Progressive Discipline.

- 31.2.1 Use of Progressive Discipline. Disciplinary action shall be progressive in nature, and may include 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. Oral or written corrective action is not discipline.
- 31.2.2 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.
- 31.3 Investigations.
- 31.3.1 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.
- 31.3.2 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.
- 31.3.3 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.
- 31.3.4 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.
- 31.4 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:
- 31.4.1 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.

- 31.4.2 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.
- 31.4.3 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.
- 31.4.4 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 suspension or a permanent reduction in pay, the notice will set an effective date for the disciplinary action of at least fifteen (15) calendar days from the date the notice was prepared
- 31.5 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.
- 31.6 Grievance of Discipline or Discharge. Oral or written corrective action may not be challenged through the grievance procedure. Permanent employees may challenge all 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-eight (28) day timeline for filing grievances contained in Article 32 will begin to run on the effective date of the Employer's discipline or discharge.

## **ARTICLE 32 – GRIEVANCE PROCEDURE**

- 32.1 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.
- 32.2 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.

- 32.3 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.
- 32.4 Employee Representation. Employees may be represented by PSE in any meetings scheduled by the Employer to discuss a pending or threatened grievance.
- 32.5 Informal Discussion. Employees are encouraged to attempt to resolve complaints through informal discussion with their supervisors prior to filing a grievance.
- 32.6 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-eight (28) 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.
- 32.7 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 of Human Resources. The Director, Human Resources shall respond in writing within fourteen (14) calendar days following receipt of PSE's grievance.
- 32.8 Step 3. Should Step Two fail to resolve the grievance, PSE shall within fourteen (14) calendar days after its receipt of the Director of Human Resource's decision give written notice to the Employer of its intent to submit the grievance to arbitration.
- 32.9 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.
- 32.10 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, PSE 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. The parties will select an arbitrator from the AAA list according to the voluntary labor arbitration rules of that organization.



- 32.10.1 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 Section 32.10 above to select an arbitrator to rule on the merits of the grievance.
- 32.10.2 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.
- 32.10.3 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 employee(s); provided that the decision does not include action by the arbitrator beyond his or her jurisdiction.
- 32.10.4 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.
- 32.10.5 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.
- 32.10.6 Except as provided in Article 32.10.5 above, each party shall pay the compensation and expenses (including travel and any per diem expenses) for its own representatives and witnesses, including attorneys' fees. The parties will share equally the costs and expenses of the arbitrator and the cost of a hearing room if the hearing is conducted in a neutral location.
- 32.10.7 Either party may choose to use a court reporter at an arbitration hearing. If that party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.

- 32.11 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.
- 32.12 No Retaliation. Employees shall not be disciplined for participating in grievances filed under this Article.

### **ARTICLE 33 – JOB CONTRACTING**

- 33.1 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. This provision includes all functions identified as evolving from historic bargaining unit work due to changing and modernization of technology. During the life of this Agreement, no member of the bargaining unit will be laid off as a result of contracting for services with an outside vendor, unless the duties of a position fall below 0.5 of an FTE. The laid-off employee will be accorded the right of first refusal with respect to his/her former duties on a temporary/casual basis. If PERC establishes a different FTE level as a regular part-time employee, the parties will renegotiate those provisions of this Agreement that are affected.
- 33.2 The University is a dynamic and growing institution that from time to time must shift resources to accommodate that growth. It is not the intention of the Employer to erode bargaining unit integrity; however, growth needs will occasionally necessitate a redeployment of the workforce and/or reorganization. During the life of this Agreement bargaining unit FTE shall not fall below ninety-five percent (95%) of July 1, 2007 levels. No bargaining unit work will be transferred to administrative exempt employees, except as part of an established career path for ADMCS Information Technology employees. The Employer is free to redeploy staff within these parameters without the need for impact bargaining, provided no bargaining unit members are subject to a layoff. Reductions in Force may only occur as prescribed in this Agreement.

### **ARTICLE 34 – TRAINING & DEVELOPMENT**

- 34.1 Development & Training Program. The Employer agrees to establish and maintain a budgeted program related to job and promotional training.
- 34.2 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.
- 34.3 Approved Training Time and Expenses. Time spent in training approved by the Employer shall be considered work time. Time spent in travel related to training will be compensated in accordance with state and federal law. 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.

- 34.4 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 35 – LICENSURE & CERTIFICATION**

- 35.1 License and Certification Fees. If the Employer requires licensure or certification as a requirement of an employee's position, it will pay the cost of obtaining and maintaining that 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.
- 35.2 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 36 – AUTHORIZED PER DIEM AND MILEAGE**

- 36.1 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.
- 36.2 Use of Personal Vehicle. Employees who use their personal vehicle for business purposes because a University vehicle is not readily available will be reimbursed for mileage and parking fees incurred during such use.

#### **ARTICLE 37 – PARKING**

- 37.1 2007- 2009 Rates. Parking rates for the 2007-2009 years shall be established by the Employer based on recommendations from the Transportation Initiative Task Force, provided that the rates in 2007 will be no more than three and two-tenths percent (3.2%) above the rates charged during the 2006 year, and the rates in 2008 will be no more than two percent (2.0%) above the rates charged during the 2007 year.

#### **ARTICLE 38 – EMPLOYEE ASSISTANCE**

- 38.1 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 39 – CHILD CARE**

- 39.1 Child Care. The Employer and PTE 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 40 – UNIFORMS AND EQUIPMENT**

- 40.1 Cost of Uniform or Safety Equipment. The Employer shall provide and maintain, at no cost to the employee, any uniform or safety equipment required by the Employer, OSHA, WISHA, L&I or other controlling authority.
- 40.2 The University will provide employees with required safety devices, personal protective equipment and apparel, including safety glasses, hearing protection, gloves, hard hats, and face shields.
- 40.3 The University will provide an allowance sufficient to purchase safety shoes to those employees required to wear safety shoes. Employees who, for reasons of personal preference, choose a model of safety shoe that costs more than the University-provided allowance, must pay any additional cost associated with their choice of shoe.
- 40.4 The University will make available a cleaning service for cleaning University-required safety clothing.
- 40.5 Cost of Tools or Equipment. The Employer shall provide employees, at no cost, all tools and equipment required to perform their duties.

### **ARTICLE 41 – HEALTH AND SAFETY**

- 41.1 Responsibility for Safety. The Employer, employees and PSE share responsibility for workplace safety.
- 41.1.1 The Employer will provide a work environment that complies with applicable safety standards established by the Washington Industrial Safety and Health Act (WISHA) or other controlling authority.
- 41.1.2 Employees may request through their supervisors an assessment of their position and/or work station to address exposure to hazards, ergonomic issues, and/or other safety issues. Such assessments will be conducted by the Employer's Environmental Health and Safety staff. Recommendations for alterations to a job or work station identified during an assessment will be shared in writing with the affected employee, his or her supervisor and PSE.

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.

- 41.1.3 Employees will comply with all safety practices and standards established by the Employer, including rules requiring that employees wear and/or use provided safety devices, personal protective equipment and apparel. Employees must report damaged or missing safety equipment or other potentially unsafe practices or conditions to their supervisor as soon as reasonably possible.
- 41.1.4 PSE will work cooperatively with the Employer on safety-related matters and encourage employees to work in a safe manner.
- 41.2 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, a union representative and the employee's supervisor or a higher level supervisor. The employee will be provided with a signed written report containing the results of the review. If such a review does not resolve the matter, it may be referred to the Director of Environmental Health and Safety or the Department of Labor and Industries for resolution.
- 41.3 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, chemicals, or other substances 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.
- 41.4 Hazardous Materials. Employees shall be responsible for handling hazardous materials in accordance with 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.
- 41.5 Safety Training. The Employer will provide employees with appropriate training regarding the identification of hazards they confront as part of their work responsibilities, and the proper way to address or eliminate risks posed by those hazards.
- 41.6 Facilities. Adequate lunchrooms, washrooms and toilet facilities will be provided and available for use of employees, regardless of gender. These facilities are not to be used for any other purpose (e.g., storage, office space, etc.) which would render them inadequate.
- 41.7 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.

- 41.8 Smoking Policy. Smoking is prohibited within Employer facilities, buildings and vehicles.
- 41.9 Disputes Regarding Safety Issues. Employees may, through PSE, challenge safety issues through the grievance procedure, or through a complaint to the Department of Labor and Industries, but not both.

#### **ARTICLE 42 – VEBA**

- 42.1 Maintenance of VEBA Plan. The Employer will maintain its Voluntary Employees' Beneficiary Association-Medical Expense Plan ("VEBA Plan") during the term of this Agreement. All eligible employees who retire during a calendar year will participate in the VEBA Plan unless a majority of retirement eligible employees determines through a majority vote that they do not wish to participate in the VEBA Plan during that calendar year. Eligibility to vote, and procedures for voting to determine participation in the VEBA Plan will be determined according to the Employer's Voluntary Employees' Beneficiary Association Medical Expense Plan Procedures.

#### **ARTICLE 43 – SCOPE OF AGREEMENT**

- 43.1 This Agreement supersedes all provisions of WAC 357 not expressly incorporated by reference in this Agreement.
- 43.2 This Agreement supersedes specific provisions of University policy with which it conflicts. Absent such a conflict, employees will be subject to all University policies.
- 43.3 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.
- 43.4 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.

43.5 Bargaining Regarding Changes to Mandatory Subjects.

43.5.1 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 to 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.

43.5.2 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 44 – NO STRIKE/NO LOCKOUT**

44.1 No Strike, Slowdown, Work Stoppage or Lockout. There shall be no strike, slowdown, work stoppage or lockout of any kind during the term of this Agreement. PSE agrees to take any and all action necessary to direct employees to return to work in the event of action taken in violation of this Section. Participation in any strike, slowdown or other work stoppage shall be grounds for discharge.

**ARTICLE 45 – TERM OF AGREEMENT**

45.1 Term and Duration. The term of this Agreement shall be July 1, 2007 through June 30, 2009; 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, 2010.

## APPENDIX A – JOB TITLES

The following job classifications are in use as of the date of the execution of this contract, but this list is not intended to be all inclusive or to limit the scope of the bargaining unit by excluding new, modified, or overlooked classifications performing duties similar in nature to duties historically performed by members of the bargaining unit.

Architect 2	Preservation & Museum Spec 2
Biomedical Electronics Technician 3	Preservation & Museum Spec 3
Budget Analyst 2	Program Specialist 2
Budget Analyst 3	Recreation & Athletics Specialist 2
Procurement & Supply Spec 1	Research Analyst 2
Procurement & Supply Spec 2	Research Analyst 4
Procurement & Supply Spec 3	Research Technologist 2
Comm/Trade/Econ Dev Spec 2	Research Technologist 3
Communication Consultant 3	Safety Officer 2
Construction Project Coordinator 2	Safety Officer 3
Construction Project Coordinator 3	Speech Pathologist/Audiologist Spec 2
Sewing & Alterations Spec 3	Speech Pathologist/Audiologist Spec 1
Early Childhood Program Spec 3	Stage Manager
Engineering Technician Lead	
Facilities Engineer 2	
Facilities Engineer 3	
Fire Protection Engineer	
Fiscal Analyst 1	
Fiscal Analyst 2	
Grant and Contract Specialist	
Graphic Designer	
Industrial Hygienist 3	
Information Technology Spec 1	
Information Technology Spec 2	
Information Technology Spec 3	
Instruction & Classroom Support Tech 2	
Instruction & Classroom Support Tech 3	
Interior Designer	
Library/Archival Professional 3	
Library/Archives Paraprofessional 3	
Library/Archives Paraprofessional 4	
Library/Archives Paraprofessional 6	
Licensed Practical Nurse 1	
Management Analyst 3	
Mechanical Engineer 3	
Media Engineer B	
Media Maintenance Technician 3	
Medical Assistant	
Facilities Planner 1	



## **APPENDIX B – FLEXIBLE SCHEDULES**

The following positions may be required by the University to work a flexible schedule.

Community Trade & Economic Development Specialist  
Sewing & Alterations Specialist 3  
Stage Manager

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

WESTERN WASHINGTON  
UNIVERSITY

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

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

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

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