

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

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PREAMBLE

This Agreement is entered into between the Board of Trustees of Western Washington University (the “University”) and the Public School Employees of Washington (the “Union”). The purpose of this Agreement is the promotion of harmonious relations between the parties, the establishment of a prompt and equitable procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 – ADDITIONAL REASONS FOR LEAVE

- 1.1 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.
- 1.2 Parental Leave. Employees may request parental leave for up to four (4) months, including any period of Family Medical Leave pursuant to Section 1.1, 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.
- 1.3 Leave for Child Care Emergencies. Employees who must miss work due to unforeseen child care emergencies may charge their absence to any accrued paid leave or to unpaid leave; provided that unless otherwise approved by the employee’s supervisor, accrued compensatory time must be used before any other paid or unpaid leave. Employees may use no more than three (3) days per calendar year of their accrued sick leave and vacation leave, and may take no more than three (3) days of unpaid leave per calendar year, for child care emergencies. Employees using leave due to child care emergencies are not required to obtain advance approval prior to using leave, but must notify their supervisors of their absence as soon as reasonably possible.
- 1.4 Bereavement Leave. Employees will be granted three (3) days of paid bereavement leave for the death of the employee’s spouse, child, parent, parent-in-law, sibling, grandparent, grandchild, or household member. With approval of

the employee's supervisor, employees shall be granted accrued sick leave (as provided in Article 30, Section 30.2.6) or unpaid leave for bereavement.

1.5 Jury and Witness Leave. Employees subpoenaed to appear for jury service or as a witness will receive pay at their regular rate of pay for work hours missed because of their required service. Employees must notify their supervisors upon receipt of a subpoena for jury or witness duty, keep their supervisors apprised of the schedule for their jury or witness duties, and report to work when the court schedule permits. Any compensation paid to an employee for jury or witness service, other than reimbursement for expenses, must be paid to the Employer.

1.6 Military Leave.

1.6.1 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 each October 1 through September 30 time period. Such leave shall be granted when the employee is ordered to report for active duty, when called, or when ordered to take part in active training duty. Paid military leave shall be in addition to any compensatory time, vacation or sick leave to which the employee might be otherwise 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.

1.6.2 In addition to paid military leave provided by this section, employees shall be granted a military leave of absence without pay for service in the armed forces of the United States or the State of Washington, to the extent required by applicable state and federal law.

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

1.7 Inclement Weather/Suspended Operations. Missed work time due to inclement weather or suspended operations will be handled in accord with University policy. In the event the Employer changes its inclement weather and suspended operations policies during the term of this Agreement in a manner that affects the benefits provided to employees through those policies, employees shall receive the more generous level of benefits for the duration of this Agreement.

ARTICLE 2 – CLASSIFICATION

2.1 Classification System. Position classification, position review and reallocation shall be handled in accord with WAC 357-13.

ARTICLE 3 – DISCIPLINARY PROCEDURES

3.1 Disciplinary actions taken with employees will be for just cause. Disciplinary action shall be progressive in nature. Disciplinary actions will include oral or written corrective action, letter of reprimand, suspension without pay, reduction in salary, demotion to a lower job class, dismissal, and suspension followed by dismissal. Depending on the severity of the violation by the employee, some steps in the progressive discipline process may be omitted.

3.1.1 Union Representation. Employees are entitled, at their option, to have PSE representation during any investigatory interview conducted by the Employer that the employee reasonably believes may result in discipline of the employee. During any such investigatory interview, a participating PSE representative will be given the opportunity to ask questions, offer additional information and counsel the employee, but may not obstruct the Employer's investigation.

3.1.2 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 the grievance procedure.

3.2 Pre-Disciplinary Procedure.

3.2.1 Notice of Intent to Discipline. If the Employer intends to impose discipline that involves a loss of pay or termination of employment, the employer shall inform the employee 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.

3.2.2 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 general reasons for issuing the proposed discipline.

3.2.3 Disciplinary Decision. No later than fourteen (14) calendar days after the close of the Pre-Disciplinary Meeting, the Employer shall inform the employee of its decision in writing.

3.3 Removal of Documents. Written reprimands will be removed from an employee's personnel file after three years if.

3.3.1 Circumstances do not warrant a longer retention period and

3.3.2 There has been no subsequent discipline and

- 3.3.3 The employee submits a written request for its removal.
- 3.4 Records of disciplinary action involving reductions in pay, suspensions, or demotions and written reprimands not removed after three years will be removed after six years if
 - 3.4.1 Circumstances do not warrant a longer retention period and
 - 3.4.2 There has been no subsequent discipline and
 - 3.4.3 The employee submits a written request for its removal.
- 3.5 Nothing in this section will prevent the employer from agreeing to an earlier removal date unless to do so would violate RCW 41.06.450.

ARTICLE 4 – DISCLOSURE OF PERSONAL INFORMATION

- 4.1 The Employer will take reasonable efforts to maintain the confidentiality of personal information about an employee. The Employer will not release personal information in any files maintained for employees to third parties, to the extent that disclosure would violate an employee’s right to privacy, unless disclosure is compelled by law or court order.
- 4.2 The Employer will promptly notify an employee when it receives a request by a third party to release confidential, personal information about an employee, including the employee’s residential address and personal telephone number, or when the Employer proposes to release such information on its own initiative. Notice will be provided to the employee sufficiently in advance of the release of any such information so that, if necessary, the employee may reasonably contest the release of the information. Where the information proposed for release would affect a group of employees, the employer will also provide the Union with written notice of the request.
- 4.3 Unless required as part of an employee’s job duties, the Employer shall not use a photograph of an employee in any advertising or promotional context without the employee’s consent.

ARTICLE 5 – DISSEMINATION OF INFORMATION

- 5.1 The Employer will post this Agreement, and any agreed amendments to the Agreement, in the human resources section of its Internet website.
- 5.2 The Employer shall provide to the Union a list of all positions in the bargaining unit on a monthly basis. The list shall be transmitted to the Union Headquarters in an electronic format, and will include the position number, name of the incumbent (if filled), employee’s home address, classification of the position, appointment status, division, and work location. The Employer further agrees to

furnish the Union Headquarters the above information on all new hires within the first week after their employment.

- 5.3 Space shall be made available to the Union on bulletin boards in those areas where bargaining unit employees work, for posting notices and information pertaining to official Union business. All such notices shall be signed by the president of the local chapter of the Union, or his/her designee, or identified as being prepared by the Union, and shall be copied to the Director of Human Resources.
- 5.4 Employees may make de minimus personal use of the Employer's e-mail, computer and telephone systems and facilities in a manner consistent with WAC 292.110.010. De minimus is defined as: there is little or no cost to the state; any use is brief in duration, and is infrequent and is the most effective use of time or resources; the use does not interfere with the performance of the officer's or employee's official duties; the use does not disrupt or distract from the conduct of state business due to volume or frequency; the use does not disrupt other state employees and does not obligate them to make a personal use of state resources; and the use does not compromise the security or integrity of state property, information or software.
- 5.5 The Employer will notify the Union at the time an employee enters or leaves the bargaining unit.

ARTICLE 6 – GENERAL CONDITIONS AND BENEFITS

- 6.1 The Employer will consider options and employee requests for telecommuting and flexible scheduling arrangements in accord with the Employer's policies.
- 6.2 Employee concerns regarding the Employer's dress codes or other restrictions on employee apparel may be discussed through the Labor-Management Communication Committee.
- 6.3 All necessary equipment and tools required by the Employer shall be furnished by, retained at, and maintained by the Employer.
- 6.4 Employee concerns regarding work load and staff issues may be discussed through the Labor-Management Communication Committee.
- 6.5 As of the effective date of this Agreement, seniority shall be based on the employee's total number of days in paid status as an employee of the state. The seniority date for employees hired after the effective date of this Agreement shall be based on the number of days in paid status as an employee of the Employer. Time spent by cyclic employees on regularly scheduled leave without pay will be considered time in paid status for purposes of this section.
- 6.6 The Employer will not perform background checks on bargaining unit employees unless it is required to do so by statute.

ARTICLE 7 – GRIEVANCE PROCEDURE

- 7.1 Grievance Defined. A grievance is a dispute between the Employer and the Union, on its own behalf, or on behalf of an employee, or a group of employees over an alleged violation as to the misinterpretation, or misapplication of an express term or provision of this Agreement.
- 7.2 Time Limits.
- 7.2.1 Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the Union, on behalf of the employee(s), fails to act or respond within the specified time limits, the grievance will be considered waived. If the University fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.
- 7.2.2 In the event a time limit under this Article ends on a weekend or holiday, the deadline will automatically be extended to the following University business day.
- 7.2.3 Submissions will be considered timely under this Article if they are received by the close of business on the last day called for under an applicable time limit.
- 7.3 Union Representation. Aggrieved employee(s) may choose to have a job representative and/or a Union staff member present to represent the grievant(s) in the grievance process; provided that regardless of whether the employee chooses to have Union representation in the process, the Union will be a party in all grievances.
- 7.4 Meetings to Discuss Grievances. Unless otherwise agreed, meetings scheduled by the University to discuss a grievance will take place during working hours.
- 7.5 Informal Resolution. Employees are encouraged to attempt to resolve complaints through informal discussion with their supervisors prior to filing a grievance.
- 7.6 Step 1. Regardless of the status of any informal discussions between an employee and his or her supervisor, the Union, 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. 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.
- 7.7 Step 2. Should Step One fail to resolve the grievance, the Union shall, within fourteen (14) calendar days after receipt of the Department Head's response, submit the grievance in writing to the Director, Human Resources. The Director,

Human Resources shall respond in writing within fourteen (14) calendar days following receipt of the Union's grievance.

- 7.8 Step 3. Should Step Two fail to resolve the grievance, the Union shall within fourteen (14) calendar days after its receipt of the Director, Human Resource's decision give notice to the University of its intent to submit the grievance to arbitration.
- 7.9 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.
- 7.10 Arbitrator Selection.
- 7.10.1 Within fourteen (14) calendar days of the University's receipt of the Union's request to arbitrate, a representative of the Union and the Director, Human Resources shall confer and attempt to agree on a neutral arbitrator. If unable to reach agreement, they shall request a list of eleven (11) arbitrators from the American Arbitration Association ("AAA"). The list shall be limited to arbitrators from Washington and/or Oregon.
- 7.10.2 Within fourteen (14) calendar days following the receipt of the list of eligible arbitrators, the parties or their representatives shall meet to select an arbitrator. The parties shall each strike five arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a flip of a coin.
- 7.11 Rules Governing Arbitration.
- 7.11.1 Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in a proceeding separate from and prior to an arbitration on the merits of the grievance. Within fourteen (14) calendar days following receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Sections X.6 above to select an arbitrator to rule on the merits of the grievance.
- 7.11.2 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. The arbitrator shall not have authority to extend interpretations to matters other than those applicable to the particular issue(s) before him or her.
- 7.11.3 The arbitrator's decision and award shall not grant relief extending beyond a make whole remedy. The decision shall be final, conclusive

and binding on the University, the Union and the employees; provided that the decision does not include action by the arbitrator beyond his or her jurisdiction.

- 7.11.4 The arbitrator's decision and award shall include a statement of the issue(s), the remedy (if appropriate), and the reasoning and grounds upon which the decision is based, and shall be rendered with thirty (30) days of the date written briefs are received from the parties.
- 7.11.5 The arbitrator's decision and award shall be based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and on the matters presented in the written briefs of the parties.
- 7.11.6 The arbitrator may retain jurisdiction until such time as the award is completed.
- 7.11.7 The arbitrator shall not have the authority to remand an issue back to the parties for negotiations.
- 7.11.8 The arbitrator may require an employee to attend as a witness and to bring with him or her any book, record, document, or other evidence. The fees for and costs associated with such attendance shall be paid by the party requesting the presence of the witness or documents.
- 7.11.9 Each party shall pay the compensation and expenses for its own representatives and witnesses, including attorneys' fees. The parties will share equally the costs and expenses of the arbitrator.

ARTICLE 8 – HEALTH AND SAFETY

- 8.1 Responsibility for Safety. The Employer, employees and the Union share responsibility for workplace safety.
 - 8.1.1 The Employer will provide a work environment that complies with applicable safety standards established by the Washington Industrial Safety and Health Act (WISHA). The Employer will provide employees with required safety devices, personal protective equipment and apparel.
 - 8.1.2 Employees may request through their supervisors an assessment of their position and/or work station to address ergonomic and other safety issues. Such assessments will be conducted by the Employer's Environmental Health and Safety staff. Recommendations for alterations to a job or work station identified during an assessment will be shared with the affected employee and with his or her supervisor.

- 8.1.3 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.
- 8.1.4 The Union will work cooperatively with the Employer on safety-related matters and encourage employees to work in a safe manner.
- 8.2 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 shop steward and the employee's supervisor or a higher level supervisor. 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.
- 8.3 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.
- 8.4 Smoking Policy. Smoking is prohibited within Employer facilities, buildings and vehicles. Employees may smoke only in designated areas, which shall include appropriate signage, ash trays and trash cans.
- 8.5 Disputes Regarding Safety Issues. Employees may, through the Union, challenge safety issues through the grievance procedure, or through a complaint to the Department of Labor and Industries, but not both.

ARTICLE 9 – HEALTH INSURANCE

- 9.1 Employer Contributions to Premiums. The Employer will contribute the following amounts for health care benefits for each bargaining unit member, each month:
- 9.1.1 From July 1, 2005 through June 30, 2006: \$663.
- 9.1.2 From July 1, 2006 through June 30, 2007: \$744.

ARTICLE 10 – HIRING AND APPOINTMENT

- 10.1 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.

10.2 Types of Appointment.

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

10.2.2 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.

10.2.3 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.

10.3 Temporary Positions. The Employer may make temporary appointments under the following conditions:

10.3.1 When a permanent employee is absent from the position;

10.3.2 The Employer is recruiting to fill a vacant position with a permanent appointment;

10.3.3 The Employer needs to address a short-term, immediate workload peak or other short-term needs;

10.3.4 The Employer is not filling a position with a permanent appointment due to impending or actual layoff of a permanent employee(s); or

10.3.5 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.

10.4 Full-Time and Part-Time Employment.

10.4.1 Full-Time Employment. Full-time employees are regularly scheduled to work forty (40) hours in a workweek.

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

10.5 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.

10.6 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.

ARTICLE 11 – HOLIDAYS

11.1 Paid Holidays. The following days are paid holidays for all eligible employees:

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

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

- 11.2 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 be compensated for days designated as holidays on a prorated basis.
- 11.3 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.
- 11.4 Hours Worked on a Holiday. When employees work on a designated holiday, they shall receive their regular pay plus premium pay at time and one-half for all hours worked. .
- 11.5 Holiday Observance.
- 11.5.1 When the observed holiday falls on the employee's scheduled work day, that day will be considered the holiday. When an observed holiday falls on the employee's scheduled day off, he or she shall receive a day of compensatory time off to be used during the week in which the holiday is observed.
- 11.5.2 Employees whose scheduled shifts begin on one calendar day and end on the next calendar day will observe the holiday on the shift that begins on the holiday.
- 11.6 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.
- 11.6.1 Full-time employees shall receive eight (8) hours off for a personal holiday. Part-time employees shall receive hours off on a prorated basis.
- 11.6.2 Employees shall be permitted to take their selected day as the personal holiday if:
- (a) The employee has given at least fourteen (14) calendar days' written notice to his or her supervisor, or has received the supervisor's approval for a shorter notice period.
- (b) The number of employees choosing a specific day off does not prevent continued public service.
- 11.6.3 Personal holidays may not be carried over to the next calendar year, however, if the selected personal holiday was denied due to University

operations, the employee may use that personal holiday by March 31 of the next year.

- 11.6.4 Part or all of a personal holiday may be donated to another employee for shared leave as provided in Article 29.

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 scheduled. 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 scheduled. 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 Scheduled by mutual agreement, employees may be assigned to a flexible schedule with daily starting and ending times set by agreement between the employee and his or her supervisor.
- 12.3 Schedule Changes. Changes to a scheduled employee's assigned hours 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 seven (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; 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 employee's daily schedule;
- (b) All hours worked beyond forty (40) in a work week; and
- (c) All hours worked on the employee's 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 With approval of the employee's supervisor, an employee may accrue compensatory time in lieu of receiving overtime pay. Compensatory time shall accrue at the rate of time and one-half for each overtime hour worked. An employee shall not be allowed to accumulate more than one hundred and twenty (120) hours of compensatory time at a time.

12.5.2 Compensatory time off must be scheduled in advance with the approval of the employee's supervisor. The Employer may schedule and require the use of any compensatory time remaining in the ninety (90) days prior to June 30, 1997. The Employer may also require that employees use compensatory time off prior to taking vacation leave, or take compensatory time off at times convenient to the Employer.

12.5.3 All unused compensatory time will be cashed out on June 30, 2007, or when the employee separates from the Employer.

12.6 Shift Differential.

12.6.1 Employees assigned to work a schedule in which the majority of hours worked falls between 5:00 p.m. and 7:00 a.m. shall receive additional compensation of \$0.50 per hour for every hour or portion thereof worked.

12.6.2 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.

12.7 Call back pay. When an employee has left the work station and is called to return to the work station outside of regularly scheduled hours, he/she shall receive a minimum of two (2) hours pay.

12.8 Meal/Rest Periods.

12.8.1 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.

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

ARTICLE 13 – LABOR/MANAGEMENT COMMUNICATION COMMITTEE

13.1 Purpose. The purpose of the committee(s) is to provide communication between the parties and to promote constructive labor-management relations.

13.2 Committees. The committee(s) will meet, discuss, exchange and consider information of a group nature and general interest to both parties.

13.2.1 Composition. Committees will consist of up to four (4) employer representatives; up to three (3) employee representatives; and one PSE staff representative. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by both parties, additional representatives may be added.

13.2.2 Participation.

(a) When possible, the Union will provide the employer with the names of their committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees.

(b) The employer will make every effort to release those designated committee members or reschedule the meeting at the next earliest opportunity.

(c) Employees attending committee meetings during their work time will suffer no loss in pay. Employees attending will not accrue overtime.

- 13.3 Meetings. Meetings may be called by either party. Committee meetings will be scheduled on mutually acceptable dates and times but not more than six times a year. Agenda items will be exchanged prior to the meeting date. Each party may keep written records.

ARTICLE 14 – LEAVE OF ABSENCE

- 14.1 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.
- 14.1.1 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;
 - 14.1.2 To permit an employee to complete an educational program;
 - 14.1.3 To permit an employee to serve in the Peace Corps, U.S. Public Health Service or public elected office; and
 - 14.1.4 Other circumstances, if approved by a Vice President.
- 14.2 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:
- 14.2.1 The employee must have successfully completed twelve (12) months of service;
 - 14.2.2 The employee must have a bona fide intention of returning to work following the leave;
 - 14.2.3 The leave of absence must not interfere with operational needs;
 - 14.2.4 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
 - 14.2.5 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.
- 14.3 Use of Paid Leave. The employee on an approved leave of absence must exhaust all available paid leave, including compensatory time, sick leave (if available for the purpose of the employee's leave), vacation leave, and personal holiday time before taking unpaid leave; provided that an employee granted a leave of absence

because of the employee's own disability may use up to thirty-two (32) hours of paid leave at a rate of eight (8) hours per month to remain eligible for paid health insurance.

- 14.4 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.
- 14.5 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.
- 14.6 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 24 – Reduction in Force.

ARTICLE 15 – LEGAL DEFENSE

- 15.1 All employees in the bargaining unit will be provided legal defense in accordance with RCW 4.92.060 and 070.
- 15.2 An employee or the Union on behalf of the employee must submit in writing to the Attorney General's Office a request for defense of any civil action within five (5) working days of being served with a legal process, summons and/or complaint. A copy will at the same time be submitted to the appropriate management representative at the university.
- 15.3 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 16 – LICENSURE AND CERTIFICATION

- 16.1 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.
- 16.2 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 17 – MANAGEMENT RIGHTS

- 17.1 The University retains the rights of management which shall include the right to:
- 17.1.1 Plan, direct and control all operations and services of the University, including its mission, strategic direction, service levels, staffing levels and resource requirements;
 - 17.1.2 Develop, interpret, amend and enforce written policies, procedures, and rules governing the workplace;
 - 17.1.3 Determine the methods, means, and organization by which university operations and services shall be undertaken and accomplished;
 - 17.1.4 Discipline or discharge probationary employees as it deems appropriate, and discipline or discharge employees who have completed probation for cause;
 - 17.1.5 Assign work, schedule the hours of work, alter work schedules, and authorize overtime;
 - 17.1.6 Establish the duties and responsibilities of employees, including the development and alteration of classification and job descriptions;
 - 17.1.7 Establish and implement policies and procedures for evaluating the performance of Employees;
 - 17.1.8 Determine the kind and location of facilities;
 - 17.1.9 Plan and implement any reductions in force, including the determination of any reduction in force and the identification of the specific position(s) or job classifications affected by a reduction in force;
 - 17.1.10 Recruit, hire and promote employees based on standards established by the University;
 - 17.1.11 Determine the need for additional training, and assign employees to complete any such training; and
 - 17.1.12 Perform all other functions not expressly limited by this Agreement.
- 17.2 The Employer agrees that the exercise of the above rights shall be consistent with the provisions of this agreement.

ARTICLE 18 – NO STRIKE

- 18.1 Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform his/her official duties.

ARTICLE 19 – NONDISCRIMINATION

- 19.1 The parties agree that there shall be no discrimination against or harassment of any employee because of race or ethnicity, creed, color, sex, sexual orientation, national origin, age, marital status, religious belief, any sensory, mental or physical disability, veteran or disabled veteran status, political affiliation, union membership or lawful union activity. Employees who feel they have been subjected to harassment or discrimination are encouraged to discuss such issues with their supervisor or other management staff, or to file a complaint in accordance with the University's policy on Affirmative Action, Equal Employment, and Discrimination. Employees may also challenge practices or actions that they allege violate this article using those remedies available through applicable law. Alleged violations of this article shall not be subject to the grievance procedure under Article 7.
- 19.2 Both parties agree that nothing in this agreement shall prevent the implementation of an approved affirmative action plan.

ARTICLE 20 – OFF-DUTY ACTIVITIES

- 20.1 Discipline for Off-Duty Activities. An employee's off-duty activities may be grounds for disciplinary action if those activities are a conflict of interest as set forth in RCW 42.52, or a nexus exists between the employee's activities and employment.
- 20.2 Reporting Obligation. Employees shall report all arrests and any court-imposed sanctions or conditions that affect their ability to perform assigned duties to their supervisor within forty-eight (48) hours or prior to their scheduled work shift, whichever occurs first.

ARTICLE 21 – PERSONNEL FILES

- 21.1 Maintenance of Personnel Files. The employer shall maintain in the Department of Human Resources 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.

- 21.2 Medical Information. Health and medical information obtained by the Employer will be maintained in a separate, confidential file and access to this information by the Employer's personnel will be 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.
- 21.3 Working Files. Supervisors may keep a working file of documentation relevant to employee performance. Documentation shall be kept in the supervisor's working file only as long as it has a reasonable bearing on the employee's performance; but in no event longer than two (2) years. Supervisors who keep employee working files shall ensure that they are maintained in a manner that preserves the confidentiality and security of the information contained within, that protects against unauthorized access or casual observation and in accordance with other governing rules or laws. All rights and responsibilities outlined in this Agreement that apply to the official personnel file shall also apply to the working file. Material derived from unknown sources shall be excluded from all files.
- 21.4 Adverse Materials. Materials placed in an employee's personnel file regarding performance or discipline shall first be provided to the employee. Employees who challenge material included in their personnel file may provide responsive material for inclusion in their file.
- 21.5 Access to Employee Personnel Files. Each employee and/or authorized representative has the right to inspect any or all of his/her own official personnel file upon written request of the employee to the Department of Human Resources. (Request forms can be obtained from the Department of Human Resources). The Employer shall make such files available within a prompt and reasonable period of time after the employee requests the file. A Human Resources representative shall be in attendance when the employee or authorized representative reviews the file. The employee or representative may take notes concerning any information contained in the file, and may receive copies of file material upon request. The cost for multiple copies of documents will be borne by the employee.
- 21.6 Removal of False Information. Information shall be retained only as long as it has a reasonable bearing on the employee's job performance or upon the efficient and effective management of the Employer. Each employee may request that the Employer's chief human resources officer remove or destroy material that he/she believes to be false, frivolous, irrelevant, or to have been improperly included in the file. Adverse material or information related to employee misconduct or alleged misconduct which 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, provided that the Employer may retain copies of such material in a file separate from the employee's personnel file if: the information is relevant to actual or reasonably anticipated legal action, the employee requests, or if there is another compelling business or legal justification for retaining the information. Conflicts resulting from the inclusion or the exclusion of material shall be subject to the grievance procedure.

ARTICLE 22 – PROBATION AND TRIAL SERVICE

22.1 Probationary Period.

- 22.1.1 Following his or her initial appointment, 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.
- 22.1.2 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.
- 22.1.3 The Employer will extend an employee's probationary period on a day-for-day basis for any day(s) the employee is on leave without pay or shared leave.
- 22.1.4 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.

22.2 Trial Service Period.

- 22.2.1 Employees with permanent status who are appointed to a job classification 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.
- 22.2.2 Any employee serving a trial service period will have his or her trial service period extended on a day-for-day basis for any day(s) the employee is on leave without pay or shared leave.
- 22.2.3 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 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 a 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.

- 22.2.4 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 positions in job classifications where he or she had previously attained permanent status.
- 22.2.5 The decision to revert an employee who has not successfully completed his or her trial service period is not subject to the grievance procedure.
- 22.3 Employment Status. An employee will attain permanent status in the classified service upon successful completion of a probationary period. An employee will attain permanent status in a job classification upon his or her successful completion of a probationary or trial service period.

ARTICLE 23 – PURPOSE

- 23.1 This Agreement is made and entered into between Public School Employees of Washington (hereinafter referred to as the “Union” or “PSE”) and the Western Washington University Board of Trustees (hereinafter referred to as the “Employer” or “WWU”).

ARTICLE 24 – REDUCTION IN FORCE

- 24.1 Purpose and Notice. The University may lay off employees when it determines that lack of funds, lack of work, or good faith reorganizations make such an action necessary. In the event that it determines a layoff is necessary, the University will identify the specific position(s) affected by the layoff, and will provide a minimum of thirty (30) days notice to the employee(s) holding positions designated for layoff. During the notice period, employees and the Union may suggest alternatives to the layoff. For purposes of this article, a reduction in the regularly scheduled hours of a position of greater than two-tenths (0.2) FTE will be considered a layoff, and will permit an affected employee to exercise the rights identified in Section 24.2 below.
- 24.2 Regular and Cyclic Employee Layoff Rights.
 - 24.2.1 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 one of the following positions in lieu of layoff, if that position is available:

- (a) Full-time, regular positions in a class(es) in which the employee has held permanent status; or
- (b) Full-time, regular positions in a lower class(es) in the same series for which the employee is qualified.

As an alternative to the full-time, regular positions, employees may elect to have access to positions that are part-time or cyclic by making such a request in writing.

- 24.2.2 Available Positions. A position is available under this section if it is a position for which the employee designated for layoff meets any special requirements included in the job description, and the position is vacant or:
 - (a) Held by the least senior person in the classification; and
 - (b) Held by an incumbent employee with less seniority than the employee designated for layoff.
- 24.2.3 Notification of Option. Employees will be presented, in writing, with an available position into which they may move. Employees shall have three (3) working days in which to notify the Human Resources Department of their intent to accept an option in-lieu of layoff or to request placement on the layoff list. Employees who do not accept an option within three (3) working days will be deemed to have waived all such options, and will be laid off. Following the option period, a written notice of at least fifteen (15) calendar days shall be given prior to layoff or action taken in-lieu of layoff.
- 24.3 Project Employee Layoff Rights. Project employees designated for layoff shall have layoff rights within their project. Options available within the project will be determined using the procedure outlined in Section 24.2.3.
- 24.4 Return from Layoff. Layoff lists shall be University wide, by class, with employees ranked according to seniority. The names of permanent employees who have been laid off, or have accepted another appointment in-lieu of layoff, shall be placed on the layoff list(s). Employees will be placed on the list(s) for the class(es) in which they have held permanent status and all lower classifications in these class series. No open position in a job classification will be posted by the University until all employees on the layoff list for that classification have been offered reemployment. The term of eligibility for each name on the layoff list shall be two (2) years from the date the employee's name is placed on the layoff list. An offer of reemployment into the employee's previous job classification shall be made in writing and sent by registered or certified mail to the employee. An employee who rejects an offer of reemployment will be removed from the layoff list.

24.5 Benefits Following Recall.

24.5.1 Salary. If an employee accepts a layoff list option the employee's salary at the time of layoff shall be retained provided it does not exceed the top step of the classification.

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

ARTICLE 25 – REASONABLE ACCOMMODATION FOR EMPLOYEES WITH DISABILITIES

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

25.2 An employee who believes that he or she suffers a disability and requires reasonable accommodation to perform the essential functions of his or her position may request such an accommodation from the Employer's Employee Relations Unit. Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer shall meet with the requesting employee and/or his/her representative to explore potential options for reasonable accommodation, including reasonable alterations, adjustments, or changes to the workplace and/or terms or conditions of employment which will enable an otherwise qualified person of disability to perform successfully.

25.3 The Employer may require supporting medical documentation with any request for accommodation, and may require the employee to obtain a second medical opinion at University expense. Medical information disclosed to the Employer will be kept confidential, in a file separate from the employee's personnel file, and disclosed only on a need-to-know basis.

25.4 The Employer will determine whether an employee is eligible for a reasonable accommodation, and the final form of any accommodation to be provided. If the Employer determines that an employee's disability cannot be reasonably accommodated, including consideration of whether a move to a vacant position for which the employee is qualified might be a reasonable accommodation, the employee will be separated from service due to disability. Prior to any final decision regarding a disability separation, the Employer will notify the employee of its determination, and provide the employee with an opportunity to discuss that determination.

ARTICLE 26 – RECOGNITION

- 26.1 Union Representation. The Employer recognizes the Union 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; administrative exempt employees; faculty; students; and temporary employees.
- 26.2 Bargaining Unit Positions. Bargaining unit positions may be regular, cyclic or project positions.
- 26.3 The Employer will notify the Union of any new employees entering the bargaining unit. The Employer will inform all employees entering the bargaining units of the Union's exclusive representation. The Employer also agrees to provide each employee entering the unit with an informational packet provided by the Union which describes its representation programs and includes a membership application. The Union shall be allowed no less than 30 minutes to meet with the new employees on matters concerning the rights of employees and the role of the Union as exclusive bargaining representative.
- 26.4 The Employer will make its facilities available to Union for Union meetings during employee off-hours, when such facilities are otherwise not in use, on the same basis that it makes such facilities available to other organizations.

ARTICLE 27 – SCOPE OF AGREEMENT

- 27.1 Preemption of Civil Service Rules. This Agreement supersedes all Civil Service Rules, including the provisions of WAC 251 and 357, not expressly incorporated by reference in this Agreement.
- 27.2 Application of University Policies. This Agreement supersedes specific provisions of University policy with which it conflicts. Absent such a conflict, employees will be subject to all University policies. The University will provide the Union with notice and an opportunity to provide input into any proposed policy change during the term of this Agreement that affects employee working conditions.
- 27.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and it supercedes any prior written or oral agreements between the parties. Any past practice, whether written or oral, is null and void, unless specifically preserved in this Agreement.
- 27.4 Bargaining Regarding Mandatory Subjects. Except as provided in this Agreement or by applicable law, the University will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The University will notify the Union, with a copy to the Chief Union Steward, of the proposed changes and the Union may request discussions about and/or negotiations on the

impact of these changes on employee's working conditions. In the event the Union does not request discussions and/or negotiations within fourteen (14) calendar days, the University may implement the changes without further discussions and/or negotiations. If the Union does request discussions and/or negotiations, the University will bargain in good faith until an agreement is reached or the parties reach impasse, and will not implement its proposed change absent an impasse. There may be emergency or mandated conditions that are outside of the University's control requiring immediate implementation, in which case the University will notify the Union as soon as possible.

- 27.5 Headings. Headings and subheadings in this Agreement are included for ease of reference only. They do not provide full notice of the terms of any portion of this Agreement, and are not relevant to the interpretation of any provision of the Agreement.

ARTICLE 28 – SEVERABILITY

- 28.1 If any term or provision of this Agreement is, at any time during the life of this Agreement, determined by a court of competent jurisdiction to be in conflict with any applicable law, constitution, or statute, such term or provision shall continue in effect only to the extent permitted by law. If any term or provision is so held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate any other term or provision of this Agreement. Upon such a decision, the parties agree to meet within reasonable time, to negotiate regarding a substitute for the invalidated article or section or portion thereof.

ARTICLE 29 – SHARED LEAVE

- 29.1 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.

ARTICLE 30 – SICK LEAVE

- 30.1 Sick Leave Accrual. Full-time employees shall accrue sick leave at the rate of eight (8) hours for each completed calendar month of active service. Part-time employees shall accrue sick leave on a prorated basis. Employees may accrue an unlimited amount of sick leave.
- 30.2 Uses of Accrued Sick Leave. Accrued sick leave may be used for:

30.2.1 The employee's own illness, injury or disability;

- 30.2.2 A period of quarantine following the exposure to a contagious disease during the period when attendance on duty would jeopardize the health of others;
 - 30.2.3 The need to care for a child under eighteen (18) years of age, or an older child incapable of self-care, with a health condition requiring treatment or supervision;
 - 30.2.4 The need to care for the employee's spouse, parent, parent-in-law or grandparent with a serious health condition or emergency condition;
 - 30.2.5 Medical, dental or optical appointments for the employee or other family member where the employee's presence is required, provided that employees must make reasonable efforts to schedule such appointments at times when they will not interfere with scheduled work days;
 - 30.2.6 Bereavement leave in addition to leave provided by Article 1, Section 1.4, or in circumstances not covered by Article 1, Section 1.4, if such use is approved in advance by the employee's supervisor; and
 - 30.2.7 Other circumstances if authorized by the Employer's chief human resources officer.
- 30.3 Sick Leave Verification. Employees must notify their supervisor as soon as reasonably possible when they will be absent due to illness or injury. The Employer may require a written medical certificate for any sick leave absence of three (3) or more consecutive days or when there is reason to suspect sick leave abuse; provided that when there is an appearance of sick leave abuse, the employee will be counseled and informed of any expectations for future absences before being required to provide certification of absences. An employee returning to work after any sick leave absence of three (3) or more consecutive days may be required to provide written certification from his or her health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.
- 30.4 Annual Sick Leave Cashout. In January following any year in which an employee reaches a minimum accrual of four hundred eighty (480) hours of sick leave, the employee may receive cash at the employee's straight time rate for any unused sick leave hours accrued during the prior calendar year; provided that employees will not be permitted to reduce their sick leave balances below four hundred eighty (480) hours through sick leave cash out. Sick leave will be cashed out at a rate of one (1) hour's pay for each four (4) hours of sick leave. Hours cashed out will be deducted from employees' sick leave balance.
- 30.5 Cash Out Upon Retirement. Upon retirement, an employee or his or her estate will receive cash at the employee's straight-time hourly rate for all sick leave hours. Sick leave will be cashed out at a rate of one (1) hour's pay for each four

(4) hours of sick leave. In lieu of a cash payout for sick leave at retirement as provided by this section, an employee will receive the amount of any such payout in the form of a contribution to a medical reimbursement plan if the employee is eligible to participate in such a plan at the time of his or her retirement.

ARTICLE 31 – TERMS OF THE AGREEMENT

- 31.1 This Agreement and all agreements between the Union and the Employer shall be negotiated solely by those persons designated and authorized by the Union Executive Director and the Employer’s Board of Trustees for such purposes. No other agreements related to conditions of employment made by other parties shall be recognized by either the Union or Employer as affecting employees represented by the Union.
- 31.2 The parties agree that it has been and will continue to be in their mutual interest:
- 31.2.1 To promote constructive attitudes of understanding and cooperation in employee-management relations;
 - 31.2.2 To promote fair and reasonable working conditions;
 - 31.2.3 To promote efficiency and productivity in the performance of the work and the accomplishment of Employer’s programs;
 - 31.2.4 To promote procedures and methods to promptly and fairly adjust differences and misunderstandings between the Employer and the employee;
 - 31.2.5 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.
- 31.3 The Effective Date of this Agreement shall be the date it is approved by the Legislature. For purposes of this Agreement, approval by the Legislature means allocation by the Legislature of funding for the economic terms described in Article 37 below. The Agreement will remain in effect from the Effective date through July 1, 2007. 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 June 30, 2008.

ARTICLE 32 – TRAINING AND EDUCATION

- 32.1 Training Program. The Employer recognizes the value of education in the personal development of employees, and the value of training in developing job skills and improving employee performance. Employee training opportunities shall be identified, evaluated and provided in accord with the Employer’s training and development and policies and objectives.

- 32.2 Tuition Waiver Program. Employees who have completed their probation period are eligible to participate in the University's tuition waiver program as provided in RCW 28B.15.558 and University policy.
- 32.3 Time Spent in Required or Approved Training. Time spent in training required or approved by the University shall be considered work time.
- 32.4 Joint Training Regarding Agreement. The parties will jointly conduct an introductory training session for managers, supervisors and shop stewards regarding the terms of this Agreement at a time set by mutual agreement.

ARTICLE 33 – UNION REPRESENTATION/ACTIVITIES

- 33.1 Representation. Upon request, employees will have the right to representation on matters adversely affecting their conditions of employment, including but not limited to grievances, disciplinary investigations and pre-disciplinary meetings. The exercise of this right will not unreasonably delay or postpone a meeting. Except as otherwise specified in this Agreement, representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings or other routine communications with an employee.
- 33.2 PSE Staff Representatives.
- 33.2.1 Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with the name of the primary PSE staff representative for the campus. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.
- 33.2.2 PSE staff representatives may have access to the Employer's offices or facilities to carry out representational activities. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the Employer. The PSE staff representative may meet with bargaining unit employees in non-work areas during their meal periods, rest periods, and before and after their shift. The role of the PSE staff representative is to provide assistance and counsel to the employee and not to interfere with the Employer's rights to conduct its affairs.
- 33.3 Job Representatives.
- 33.3.1 Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list the job representatives. The Union will maintain the list. The Employer will not recognize an employee as a job representative if his or her name does not appear on the list.

33.3.2 Job representatives will be released during their normal working hours to attend meetings scheduled by management within the campus for the following representational activities:

- (a) Grievance meetings, including attempts at informal resolution;
- (b) Investigatory interviews, in accordance with Article 33, Right to Representation;
- (c) Attend meetings with management when requested or when such meetings are necessary to adjust grievances or disputes; and
- (d) Administration of this agreement.

The job representative must inform his or her supervisor, in writing (which can be e-mail notification) before attending a meeting. Notification will include the approximate amount of time the job representative expects the activity to take. Except for brief, unscheduled consultations in emergency situations which could not have been anticipated, such notification will be at least twenty-four (24) hours in advance. If the supervisor determines that the time away poses an undue burden on other employees or directly impacts services, the affected job representative will arrange with the requesting employee for another job representative to attend the meeting. Attendance at meetings during the job representative's non-work hours will not be considered as time worked. Job representatives may not use state vehicles to travel to and from a work site in order to perform representational activities.

33.3.3 If the amount of time a job representative spends performing representational activities is affecting his or her ability to accomplish assigned duties the Employer will not continue to release the employee and the Union will be notified.

33.4 Use of State Facilities, Resources, and Equipment.

33.4.1 Meeting Space and Facilities. The Employer's facilities may be used by the Union to hold meetings subject to the Employer's policy, availability of the space and with prior written authorization of the Employer.

33.4.2 Supplies and Equipment. The Union 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.

33.4.3 E-mail, Fax Machines, the Internet, and Intranets. The Union and its members will not use state-owned or operated e-mail, fax machines, the Internet, or intranets to communicate with one another regarding union business. However, employees may use state-owned e-mail to request union representation. In addition, job representatives may utilize state owned/operated equipment to communicate with the Union and/or the Employer for the exclusive purpose of administration of this Agreement. Such use will:

- (a) Result in little or no cost to the Employer;
- (b) Be brief in duration and frequency;
- (c) Not interfere with the performance of their official duties;
- (d) Not distract from the conduct of State business;
- (e) Not disrupt other State employees and will not obligate other employees to make a personal use of State resources; and
- (f) Not compromise the security or integrity of State information or software.

33.5 Bulletin Boards. The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethic laws and identified as union literature. Union communications may not be posted in any other location on the campus.

33.6 Time Off for Union Activities.

33.6.1 Union-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. However, employees must use compensatory time prior to their use of vacation leave, unless the use would result in the loss of their vacation leave.

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

33.6.3 Employees designated by the union shall be released to participate in negotiations.

33.7 Employee Status Reports.

33.7.1 By January of each calendar year, the Employer will provide to the Union a list of all employees in the bargaining units. The written list shall contain the employee's name, mailing address, job classification, department identifier and bargaining unit code.

33.7.2 Quarterly, the Employer will provide the Union with a list of all employees who have been appointed to, separated from, or promoted out of the bargaining units. The written list will contain the employee's name, mailing address, job classification, department identifier, bargaining unit code and effective date of the action.

33.7.3 The Union shall maintain the confidentiality of all employees' mailing addresses.

ARTICLE 34 – UNION SECURITY

34.1 Notification to Employees. The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive recognition and the union security provision. The Employer will furnish the employees appointed into bargaining unit positions with a dues authorization form.

34.2 Union Membership. Each employee subject to this Agreement, who, on the effective date of the Agreement, is a member of PSE in good standing shall, as a condition of employment, maintain membership in PSE in good standing during the period of this Agreement, or shall pay to PSE through payroll deduction an amount equivalent to current agency fee payer charges.

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

In the event an employee fails to meet the requirements set forth in Section 34.2 or Section 34.3, 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.

34.3 Religious Exception. Nothing contained in this Agreement shall require union membership of employees who object to such membership based upon bona fide religious tenets or the teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal

dues to a nonreligious charity mutually agreed upon by the employee and PSE. The employee shall furnish written proof that such payment has been made. If the employee and PSE cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.122.

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

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

- 34.5 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.

- 34.6 Status Reports.

34.6.1 Each month the Employer will provide the Union a report in an electronic format of the following data for the employees in the bargaining unit and those who enter or leave the bargaining unit or who start or stop deductions:

- (a) Name
- (b) Mailing address
- (c) Agency code
- (d) Work location
- (e) Classification code
- (f) Bargaining unit code

34.6.2 Information provided pursuant to this Section will be maintained by the Union in confidence according to the law.

34.6.3 The Union will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to this Section.

- 34.7 Indemnification. The Employer shall be held harmless by the Union and employees for compliance with this Article and any issues related to the deduction of dues and fees.

ARTICLE 35 – VACATION

35.1 Vacation Accrual.

35.1.1 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, sixth, and seventh years of total state employment	10 hours	120
During the eighth, ninth, and tenth year of total state employment	10 hours, 40 minutes	128
During the eleventh year of total state employment	11 hours, 20 minutes	138
During the twelfth year of total state employment	12 hours	144
During the thirteenth year of total state employment	12 hours, 40 minutes	152
During the fourteenth year of total state employment	13 hours, 20 minutes	160
During the fifteenth year of total state employment	14 hours	168
During the sixteenth and succeeding years of total state employment	14 hours, 40 minutes	176

35.1.2 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.

35.1.3 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.

- 35.2 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.
- 35.3 Use and Scheduling of Vacation.
- 35.3.1 Employees may not take vacation until they have successfully completed the probationary period.
- 35.3.2 At their election, employees may use vacation in place of or in addition to sick leave for any of the purposes described in Article 30, Section 30.2. Employees using vacation for this purpose will provide their supervisor notice of their absence as described in Article 30, Section 30.3.
- 35.3.3 Except as provided in Section 35.3.1 above, vacation leave must be scheduled with the advance approval of the employee's supervisor. To the extent permitted by operational needs, leave shall be scheduled in accordance with the wishes of the employee in any amount up to the total vacation accrual.
- 35.4 Transfer of Vacation. Employees who transfer from the Employer to another state agency or institution shall transfer their accrued but unused vacation.
- 35.5 Cash Out of Vacation. Except for employees who elect to transfer vacation as provided in Section 35.4, upon termination employees shall be paid for their accrued but unused vacation hours at their regular rate of pay. In the event of a voluntary resignation, employees will receive pay for their accrued but unused vacation if they have provided or offered to provide at least two (2) weeks written notice.

ARTICLE 36 – VEBA

- 36.1 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 37 – WAGES, SALARY AND EMPLOYEE COMPENSATION

- 37.1 The following wage and salary adjustments will be implemented only to the extent such rate adjustments are funded through the State's General Fund:
- 37.1.1 As of the Effective Date of this Agreement, all salary ranges and steps of the Salary Schedule in effect on June 30, 2005 will be increased by 3.2%, as shown in Appendix B.
 - 37.1.2 As of the Effective Date, salaries for classifications found to be more than 25% behind the prevailing rate, in accordance with the Department of Personnel's 2002 Salary Survey, will be brought to within 25% of prevailing rate as listed in Appendix C.
 - 37.1.3 For all employees in the bargaining unit as of the Effective Date, the salary increases described in subsections 37.1.1 and 37.1.2 above will be applied retroactively to all compensation provided by the University between July 1, 2005 and the Effective Date.
 - 37.1.4 Effective July 1, 2006, all salary ranges and steps of the Salary Schedule will be increased by 1.6% provided that the July 1, 2006 Salary Schedule will remain in effect for twelve (12) months. At midnight on June 30, 2007, all salary ranges and steps will be returned to the July 1, 2005 levels, as shown in Appendix B.
- 37.2 The Employer may designate a position for special pay in the following circumstances:
- 37.2.1 When a unique configuration of work requires skills, duties, or working conditions beyond those typically required of comparable positions;
 - 37.2.2 To alleviate employment problems such as recruitment and/or retention;
 - 37.2.3 When failure grant special pay could result in retention problems and seriously jeopardize University operations; and
 - 37.2.4 To prevent salary inversion of compression problems with other classes in the same or related series which have been granted special pay.
- 37.3 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.
- 37.4 The University will assign newly hired employees to the appropriate range and step of the salary schedule.
- 37.5 Employees will receive periodic increases as follows:
- 37.5.1 Employees who are hired at the minimum step of the pay range will receive a two (2) step increase to base salary following completion of six (6) months of service, and an additional two (2) step increase annually thereafter, until they reach the top of the pay range.
- 37.5.2 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.
- 37.5.3 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.
- 37.6 Employees promoted to a position in a higher class will be advanced to a step of the range for the new class that is nearest to two (2) steps higher than the amount of the employees' step prior to promotion.
- 37.7 Employees who transfer or are reassigned to a position within their class or within their range will retain their current base salary.
- 37.8 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.
- 37.9 Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment.
- 37.10 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.

APPENDIX A – JOB TITLES

Accountant	Registered Nurse II
Accountant, Principal	Research Analyst II
Associate Facilities Engineer	Research Analyst Lead
Audiologist	Research Technologist III
Biomedical Elect Tech III	Safety Professional II
Budget Analyst II	Safety Professional III
Budget Analyst III	Scientific Instruction Tech I
Budget Analyst Lead	Scientific Instruction Tech II
Building Construction Spec	Senior Architect
Buyer I	Senior Facilities Engineer
Buyer II	Speech Path/Audio Specialist
Buyer III	Speech Pathologist
Cost Estimator II	Stage Manager
Costumer Lead	
Curator I	
Drafting Technician II	
Early Childhood Program Spec 3	
Editor I – Publications	
Editor I – Residence Publications	
Editor III – Publications	
Engineering Technician Lead	
Fire Protection Engineer	
Grant and Contract Specialist	
Graphics Designer/Illustrator	
Industrial Hygienist II	
Information Specialist III	
Information Technology Spec 1	
Information Technology Spec 2	
Information Technology Spec 3	
Information Technology Spec 4	
Instructional Technician II	
Interior Designer	
Library Material Conserv Spec	
Library Specialist I	
Library Specialist II	
Licensed Practical Nurse 1	
Media Engineer B	
Media Maint Technician III	
Medical Assistant	
Photographer 1	
Planner II	
Planning Analyst II	
Preparator	

APPENDIX B – SALARY SCHEDULE

(<http://www.acadweb.wvu.edu/hr/LaborRelations/ClassJobs/JobTitlesBUD/BUDSalarySchedule.htm>)

APPENDIX C – SALARY SURVEY

<http://www.dop.wa.gov/NR/rdonlyres/92CAE960-0D98-430E-8789-8022B26BFF51/0/HESalarySurvey25Percent.pdf>

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

WESTERN WASHINGTON
UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____