

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, WESTERN WASHINGTON UNIVERSITY CHAPTER #829 AND WESTERN WASHINGTON UNIVERSITY. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE 48 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties have agreed to the following:

Section 36.6 Preemption by Title IX Processes and Procedures.

Pursuant to Title IX of the Education Amendments Act of 1972, institutions of higher education are required to develop policies and procedures to prevent and respond to sexual violence and to train, properly process, investigate, and adjudicate sexual misconduct allegations. The University’s policies and procedures incorporate specific requirements of the federal law and regulations governing processing of complaints, conducting investigations and adjudications, imposing disciplinary sanctions, and resolving appeals. Where provisions of this Agreement relating to discipline and appeals of discipline decisions conflict with policies and procedures adopted by the University to comply with federal laws and regulations, the University policies and procedures preempt the conflicting provisions of this Agreement.

Section 36.7 Grievance of Discipline or Discharge.

A. Corrective Action:

Oral or written corrective action may not be challenged through the grievance procedure.

B. Title IX Disciplinary Decisions:

Any disciplinary decision reached through the University’s Title IX policies and procedures, described in Section 36.6 above, may not be challenged through the grievance procedure.

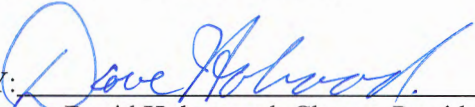
C. Grievances of Final Disciplinary Decisions:

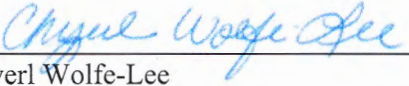
Except as provided in paragraph B above, permanent employees may challenge all final discipline or discharge decisions, including terminations due to job abandonment, through the grievance procedure; provided that written reprimands may not be grieved beyond Step 2 of the grievance procedure. However, if an employee receives three (3) or more written reprimands from the same supervisor within a twelve (12) month period; then the third and all subsequent reprimands from the same supervisor will be subject to the full grievance procedure, including arbitration, during the twelve (12) month period following the effective date of the third written reprimand.

This Letter of Agreement shall become effective upon signatures of all parties and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WESTERN WASHINGTON
UNIVERSITY CHAPTER #829

WESTERN WASHINGTON UNIVERSITY

BY: 
David Holmwood, Chapter President

BY: 
Chyerl Wolfe-Lee
Assistant Vice President for Human Resources

DATE: 3-2-2021

DATE: _____

