



2021-2023

**Collective Bargaining Agreement By and
Between**

**Western Washington
University**

And

Public School Employees

Effective

July 1, 2021 Through June 30, 2023

Public School Employees of Washington / SEIU Local 1948

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DRAFT

Preamble

This Agreement is made and entered into by Western Washington University, referred to as the “Employer” or the “University,” and Public School Employees of Washington, referred to as “PSE”.

The purpose of this Agreement is to set forth certain terms and conditions of employment and to promote orderly and peaceful labor relations between the parties.

The parties agree that it has been and will be their mutual aim to promote: systematic and effective employee-management cooperation; fair and reasonable working conditions; efficiency and productivity in the performance of the work and the accomplishment of Employer’s mission, goals and strategic plans (by providing competitive compensation, professional development, and improving the working conditions for staff at all locations); effective methods for the prompt adjustment of differences, misunderstandings and disputes; dignified and fair treatment of employees in the implementation of University policies and procedures; and a caring and supportive environment for all members of the campus community.

All the employees covered by this agreement are an integral part of the University administration.

The Preamble will not be subject to the grievance process.

Article 1 Union Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative for the employees described in Appendix A.

The Agreement covers the employees in the bargaining units described in Appendix A, entitled “Bargaining Units Represented by the Public Schools Employees at Western Washington University,” but does not cover any positions excluded by statute any positions excluded in Appendix A. The titles of the jobs listed in Appendix A are listed for descriptive purposes only.

If the Public Employment Relations Commission certifies the Union as the exclusive bargaining representative during the term of this Agreement for an RCW 41.80 bargaining unit at Western Washington University, the terms of this agreement will apply.

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

Article 2 Union Membership And Dues Deduction

2.1 Membership Reports

- A. Each month the Employer shall provide PSE with electronic access to or a report in an electronic format of the following data, for employees in the bargaining unit:

1. unique employee ID number (W#)
2. name (parsed)
3. home mailing address
4. appointment length
5. classification code and title
6. position number
7. salary range
8. salary step
9. gross salary
10. appointment percent
11. seniority date
12. longevity date (adjusted service date)
13. dues rate
14. deduction code type
15. work unit (department)
16. work phone number
17. assigned building and room number
18. mail stop and
19. Western e-mail address
20. employee pay status

PSE will maintain the confidentiality of all employees' mailing addresses and other information.

2.2 Membership Movement Reports

When an employee enters, moves laterally to a different classification, promotes within, or leaves the bargaining unit, notice will be provided to PSE upon finalization. Upon request, a copy of the Position Questionnaire/Position Review form will be provided.

2.3 Union Membership

All employees covered by this Agreement may become members of PSE and pay membership dues by providing authorization to the Union, which will provide it to the Employer. Upon the Employer's receipt of the employee's authorization, the Employer shall deduct PSE dues from the pay of the employee, and shall transmit all such funds deducted to the Treasurer of 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.

A. 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.

B. COPE

Upon receipt of written authorization conforming to legal requirements, the Employer will deduct from the pay of bargaining unit employees the amount of contribution each employee voluntarily chooses for deduction for COPE and shall transmit contributions to the Union. The employee may revoke the request at any time. At least annually, the employee shall be notified by PSE about the right to revoke the request.

2.4 Dues Cancellation

An employee may cancel their payroll deduction of dues by providing written notice to the Union in accord with the terms of the authorization. The Employer will end dues deduction no later than the second payroll after receipt of the notice from the Union that the employee has revoked authorization.

2.5 Employer Indemnification

PSE will indemnify, defend and hold the Employer harmless against any claims based on the Employer's compliance with this Article and any issues related to the deduction of dues and fees.

2.6 Membership Financial Reports

Each payroll period the Employer will provide PSE with electronic access to or a report in an electronic format of the following data, pertaining to employees in their bargaining units. This report shall include individual's pay status, gross pay, hours worked, union dues pay status (agency fee, religious objector) any dues and fees deducted. PSE will maintain the confidentiality of any provided information.

2.7 Removal from the Bargaining Unit

The Employer will provide to PSE, on a monthly basis, the names and addresses of all employees who are promoted/transferred out of the bargaining unit; who are on leave without pay; who are

seasonal or cyclic; who have resigned, terminated, retired, etc. This information will be provided to PSE via an electronic format mutually agreed to by the parties.

Article 3 Rights of the Union

3.1 Collective Bargaining

PSE has the right and responsibility to represent the interests of all employees, to present its views to the Employer on matters of concern either orally or in writing, and to enter collective negotiations with the objective of reaching an agreement applicable to all employees within the bargaining unit. The Employer shall notify PSE of any proposed policy change that affects wages, hours or other terms and conditions of employment. The parties recognize that policies and procedures encompassing mandatory subjects of bargaining may come to their attention outside the scope of this paragraph. Agreement to this paragraph does not constitute a waiver of any lawful right to negotiate over any such mandatory subject.

3.2 Disciplinary Notification

PSE shall promptly be notified by the Employer of disciplinary actions against any employee. PSE is entitled to have an observer at hearings conducted by the Employer and to make known PSE's views concerning the case.

3.3 Employer Facilities and Equipment Use

PSE may use Employer facilities, on a space available basis, for the purpose of holding union meetings and conducting union business subject to University policies and procedures and payment of published rental charges, if any.

3.4 Bulletin Boards

The Parties agree to continue to meet concerning the development and implementation of electronic bulletin boards linked to the Western Labor Relations web site. A working committee will be formed with representatives from both the Employer and PSE to identify a proposal(s) for electronic bulletin boards due no later than September 30, 2013. If the parties cannot reach mutual agreement on electronic bulletin boards the Employer will provide physical bulletin boards or space to PSE for Union Communication. The parties will bargain over the number and location of the physical bulletin boards or space. Materials posted either electronically or physically will be appropriate to the workplace, politically non-partisan, in compliance with state ethics laws and officially identified as PSE literature. PSE communications may not be posted in any other location on the campus.

3.5 Intra-Employer Communication Services

The president of PSE's local chapter and PSE's employee representatives will be permitted to use the Employer's communications systems, including Campus Mail Services and email, consistent with the provisions of Washington State law to communicate as needed with all bargaining unit employees about matters concerning the administration of the Agreement or collective bargaining

in accordance with the established policies and procedures of the University. The Employer further grants to PSE the use of campus duplicating services, including self-operated machines, at the rate charged to other campus users.

3.6 Supplies and Equipment

PSE and its membership will not use state-purchased supplies to conduct union business or representational activities. This does not preclude the use of the telephone for representational activities if there is no cost to the Employer, the call is brief in duration and it does not disrupt or distract from the Employer's business.

3.7 University Access

Representatives of PSE, upon making their presence known to the Employer, shall have access to the Employer's premises during business hours; provided that conferences or meetings between employees and PSE representatives will not interfere with the Employer's operations.

3.8 Attendance of Meetings

With prior supervisor approval, which will not be unreasonably withheld, employees will be allowed to flex their work schedule to attend PSE local meetings that occur during the employees' normal work time; provided that local meetings generally will be conducted between 12:00 p.m. to 1:00 p.m. or after 5:00 p.m.

3.9 Informational Packet

The Employer agrees to provide each employee entering the bargaining unit(s) with an informational packet provided by PSE which describes its representation programs and includes a membership application. PSE shall be allowed no less than thirty (30) minutes to meet with new employees on matters concerning the rights of employees and the role of PSE as the exclusive bargaining representative.

3.10 Third-Party Requests

The Employer agrees to provide notice to PSE of all records requests by third parties made pursuant to RCW 42.56 that request disclosure of the personal information of any group or classification of represented employees covered by this bargaining agreement. For the purposes of this section, personal information includes the employees' full names, contact information, payroll deductions and/or biographical data. Such notice will be provided no later than three (3) business days prior to any planned disclosure of the bargaining unit's personal information.

Article 4 PSE Employee Representatives

4.1 Representative Designation

The Employer recognizes PSE's right to designate bargaining unit members, who shall be known as PSE representatives, to assist bargaining unit members in contract administration matters,

including the processing and investigation of grievances. Under special circumstances, with written notification, the President of PSE's local chapter may appoint a designee representative.

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

4.2 Representative Release Time

After prior coordination with their supervisors, PSE representatives will be released during their normal working hours for the following representational activities on the Employer's property:

Management scheduled investigatory interviews and pre-disciplinary meetings in accordance with Article 36;

1. Management scheduled new employee orientation in accordance with Article 3.9;
2. Labor/Management Committees meetings in accordance with Article 10.3;
3. Informal grievance resolution meetings, grievance meetings, mediation sessions, alternative dispute resolution meetings, and arbitration hearings in accordance with Article 37; and
4. Assisting or consulting with bargaining unit members or Employer officials in legitimate matters of contract administration.

PSE members shall incur no loss of pay while engaging in any of the above activities.

4.3 Unreasonable Use of Time

In the event the Employer determines that the amount of work time used by any PSE representative on grievances or other authorized union activities is unreasonable, or is preventing the employee from completing their assigned duties, the parties will meet to discuss a resolution for the excess use of time before any disciplinary action is taken.

4.4 Time Off for Union Activities

PSE-designated employees may be allowed time off without pay, or paid work time funded by PSE reimbursement to the University, to attend union-sponsored meetings, training sessions, conferences, and conventions. The employee's time off will not interfere with the operating needs of the institution as determined by management. If the absence is approved, the employees may use accumulated compensatory time or vacation leave instead of leave without pay.

Article 5

Non-Discrimination And Equal Opportunity

5.1 Compliance with State and Federal Law

The parties acknowledge their mutual support for equal employment opportunity and their commitment to abide by all state and federal laws and Employer policies regarding nondiscrimination and equal opportunity in the workplace. Both parties agree that nothing in this agreement will prevent the implementation of an approved affirmative action plan.

5.2 Non-Discrimination

The Employer is committed to ensuring a respectful work environment free of discrimination and/or harassment based on legally protected characteristics, including sexual harassment. Under this Agreement, neither party will discriminate against or harass employees on the basis of: race, color, creed, religion, national origin, sex, gender identity and expression, sexual orientation, disability, age, veteran status, marital status, or genetic information. In addition, neither the Employer nor PSE shall discriminate against any employee on the basis of union membership and/or participation (or lack thereof).

5.3 Processes Available to Employees

Employees who feel they have been the subject of protected-category discrimination and/or harassment, including sexual harassment, are encouraged to address these issues and seek resolution. Employees are encouraged to inform their supervisors of their situation, if they feel comfortable doing so, and seek assistance from the Equal Opportunity (EO) Office, which provides both informal and formal resolution processes. In those cases where an employee files both a union/HR grievance and an internal Equal Opportunity Office discrimination complaint regarding the alleged discrimination, the union/HR grievance process will be suspended until such time as the discrimination complaint investigation has been completed. Other avenues available to employees are through the Washington State Human Rights Commission (HRC), or the Equal Employment Opportunity Commission (EEOC). Employees who file an HRC or EEOC complaint will not initiate or pursue union/HR grievances about the discrimination allegation(s). If after filing a union/HR grievance an employee chooses to file a complaint with the EO Office, HRC or EEOC, the union/HR grievance regarding the alleged discrimination will be considered withdrawn.

5.4 Harassment and Bullying

Both parties agree that unlawful harassment or bullying will not be tolerated. Harassment is a form of discrimination. Bullying is a subset of harassment. Examples of harassment and bullying include name-calling, graphic or written statements (including cyber), or physical conduct that is threatening, harmful or humiliating and that is based, at least in part, on a legally protected characteristic. Harassment does not have to include intent to harm, be directed at a specific target, or involve repeated incidents. Harassment where the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive is unlawful and will not be tolerated.

5.5 Additional Agencies for Recourse

Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint with the Washington State Human Rights Commission, Office of Civil Rights, or the Equal Employment Opportunities Commission, or other relevant civil rights agencies.

Article 6 Workplace Behavior

6.1 Respect and Professionalism

The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not promote the University's business, employee well-being, or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.

6.2 Inappropriate Behavior

Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee and/or the employee's union representative believes the employee has been subjected to inappropriate workplace behavior, the employee and/or the employee's representative is encouraged to report this behavior to the employee's supervisor, a manager in the employee's chain of command and/or the Human Resources Office. The employee and/or union representative will be notified upon conclusion.

6.3 Grievance Limitation

This Article is not subject to the grievance procedure in Article 37.

6.4 Protected Category Issues

For protected category issues, see Article 5.

Article 7 Rights of the Employee

7.1 Off-duty Conduct

Employees shall not be disciplined for off-duty conduct absent a clear and relevant nexus between the conduct and the employee's on-duty responsibilities. Employees have the right to confidentiality related to personal information and personnel issues to the extent provided/allowed by law. The Employer, PSE and the employees will take appropriate steps to maintain such confidentiality.

7.2 Outside Employment

Outside employment is permissible if it does not interfere, compete or conflict with the Employer's job requirements and provided it does not hinder the employee's ability to meet the responsibilities and demands of their Employer-required work. Prior to beginning outside employment, employees are responsible for notifying their supervisors. Employees will be asked to complete the Employer's Outside Employment Request Form, and if requested, provide written information about the prospective outside employment. Employees may request a written explanation of any denial of outside employment.

7.3 Notification of Charges

Prior to any final Employer decision or recommendation regarding disciplinary action, employees shall be advised in writing of charges or complaints against them that the Employer reasonably believes could result in disciplinary or other adverse action, and shall be allowed to respond to such charges.

7.4 False Complaints

If an employee is the subject of more than one (1) false complaint from the same individual, the matter will be evaluated by the Human Resources Department, with the assistance of the University Police Department and/or Employee Assistance Program as appropriate, and a determination will be made whether the repeated complaints indicate a possible personal security threat to the employee, requiring disclosure to the employee.

7.5 Right to Union Representation

A member of the bargaining unit has the right to union representation in an investigatory interview (as provided by Section 36.3.A) or in any meeting between the University and employee to issue or discuss discipline. It is the employee's responsibility to notify management that a union representative will be present at a meeting with their supervisor or other levels of management.

7.6 Treatment of Employees

The employee has the right to a workplace free from harassment, intimidation or other threatening behavior. Employees who believe they have experienced harassment, intimidation or threatening behavior are encouraged to report their concern to their immediate supervisor. If the immediate supervisor is the source of the workplace harassment, intimidation or other threatening behavior, the incident should be reported to the Human Resources Director or designee, or to other responsible Employer officials in accord with the Employer's harassment and workplace violence policies. The University will investigate the reported behavior and take appropriate action as necessary.

7.7 Workplace Harassment and Violence

The Employer prohibits harassment, violence or threats of violence in the workplace, and will maintain and enforce policies prohibiting workplace harassment and violence. The Employer will provide channels for employees to report concerns regarding workplace harassment or violence,

and will promptly investigate concerns or complaints raised. Affected employees will be notified of the outcome of any such investigation, and any actions taken by the Employer as a result.

Article 8 Legal Defense

8.1 Defense by the Employer

Subject to approval of the Employer and the Attorney General of the State of Washington in accordance with RCW 28B.10.842 and RCW 4.92, claims, suits or proceedings against an employee for good faith actions or omissions arising out of their ordinary course and scope of duties for the Employer shall be defended by, and at the expense of, the Employer.

8.2 Cooperation with Defense

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

Article 9 Committee Membership

9.1 University Committees

PSE will be notified of any Employer committee that includes, or is intended to include, bargaining unit representation, and will be accorded the opportunity to name a representative of the bargaining units to such committee.

9.2 Release Time for Committees

PSE representatives to Employer committees will be released from duties without loss of pay to engage in the normal activities of such committees, subject to the reasonable needs of the Employer and each employee's particular work assignment. Permission for such release time shall not be unreasonably withheld.

Article 10 Joint Labor-Management (JLM) Committee

10.1 Purpose and Scope

The Employer and PSE will maintain a Joint Labor-Management Committee to provide a forum for communication between the parties and to promote constructive labor/management relations. Committee meetings will be used for discussions only. The committee will have no authority to conduct any negotiations or modify the provisions of this agreement. Pending individual grievances and grievance issues will not be discussed in the Joint Labor-Management Committee meetings.

10.2 Representation

The Joint Labor-Management Committee will consist of up to six (6) bargaining unit employees selected by PSE, a PSE staff representative and up to four (4) representatives selected by the Employer.

10.3 Release Time and Meeting Expenses

The Employer will release employee representatives for time spent in committee meetings, provided the absence of the employees will not disrupt operations. Employees will be released without loss in pay. Time spent by employees attending committee meetings outside their scheduled work time will not be considered time worked and will not result in additional compensation.

10.4 Scheduling of Meetings

Either party may request a meeting of the Joint Labor-Management Committee by sending a written communication to the other party including a description of the issue(s) to be addressed. When possible, PSE requests will include a list of meeting representatives to facilitate scheduling. The meeting will be scheduled at a mutually acceptable time and place. The committee will normally meet every month, unless there is mutual agreement for more or less frequent meetings.

10.5 Other Communications

Nothing in this Article shall preclude the parties from discussing issues of mutual concern outside the context of the Joint Labor-Management Committee.

10.6 Agreements

Any action item agreements reached at a Joint Labor-Management Committee meeting shall be placed on a list and signed jointly by the Director of Human Resources or designee and the bargaining unit representative before the meeting adjourns. No later than seven (7) calendar days after the meeting is concluded more complicated agreements reached will be reduced to writing and forwarded to PSE for signature.

Article 11 Management Rights

11.1 Authority

The Employer reserves the right to manage its affairs in accord with its lawful mandate, and retains all management powers and authority recognized by law and not specifically abridged, delegated or modified by the terms of this Agreement.

11.2 Rights

The sole and exclusive rights of the Employer include, but are not limited to, the rights to:

- A. Plan, direct and control all operations and services of the Employer, including its mission, strategic direction, service levels, staffing levels and resource requirements.
- B. Develop, interpret, amend and enforce written policies, procedures, and rules governing the workplace.
- C. Determine the methods, means, and organization by which Employer operations and services shall be undertaken and accomplished.
- D. Discipline or discharge probationary employees as it deems appropriate, and discipline or discharge employees who have completed probation for cause.
- E. Assign work, schedule the hours of work, alter work schedules, and authorize overtime.
- F. Establish the duties and responsibilities of employees, including the development and alteration of job descriptions.
- G. Establish and implement policies and procedures for evaluating the performance of employees.
- H. Plan and implement any reductions in force, including the identification of the specific position(s) or job classifications affected by a reduction in force.
- I. Recruit, hire and promote employees based on standards established by the Employer.
- J. Determine the need for additional training, and assign employees to complete any such training.
- K. Perform all other functions not expressly limited by this Agreement.

11.3 Mandatory Subjects of Bargaining

Except limited by this Article and as established in this Agreement, the parties acknowledge their obligation to bargain regarding matters affecting wages, hours and other terms and conditions of employment as permitted by RCW 41.80.020.

Article 12 Hours of Work

12.1 Workweek

Unless otherwise specified for particular employees or groups of employees, the workweek, for purposes of determining overtime eligibility, shall commence at 12:01 a.m. on Monday and end at 12:00 a.m. on Sunday. Employees will not be regularly scheduled to work more than forty (40) hours in a workweek.

12.2 Work Schedule

The Employer will assign each position to one of the following work schedule designations:

A. Regular Schedules

Regular schedules consist of five (5) consecutively and uniformly scheduled eight (8) hour days in a seven (7) day period. Uniformly scheduled is defined as a daily repetition of the same working hours and a weekly repetition of the same working days.

B. Alternate Schedules

Alternate schedules consist of workweeks and/or work shifts of different lengths. Alternate schedules may be assigned to meet business and customer service needs. For full-time employees, alternate schedules will consist of forty (40) hours of work, with at least two (2) consecutive days off, in a seven (7) day period.

C. Employee-Requested Schedule Changes

An employee's workweek and work schedule may be changed at the employee's request and with the Employer's approval, provided the Employer's business and customer service needs are met and no overtime expense is incurred.

D. Emergency Schedule Changes

The Employer may adjust an employee's workweek and/or work schedule without prior notice in emergencies or extraordinary unforeseen operation needs.

12.3 Flex Schedules

Employees whose overtime is compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked beyond forty (40) in a workweek may work a flexible schedule by prior mutual written agreement with their supervisor. Flexible schedules include variable daily starting and ending times based on operational need or by agreement between the employee and their supervisor. In addition, the University may assign a flexible schedule to the following employees:

1. Commerce Specialist 2 and 3
2. Sewing & Alterations Specialist 3
3. Stage Manager

In the event the Employer determines that operational needs require assigning a flexible schedule to additional positions or classifications, the Employer will provide notice to PSE and, if requested, meet and confer regarding the assignment. Employees may request a written explanation of any decision denying a request to work a flex schedule.

12.4 Schedule Changes

- E. The Employer may temporarily change an employee's schedule:

1. By providing written notice to the employee at least seven (7) calendar days in advance of any change. The day notice is given is considered the first day of the notice period; or
 2. By providing less than seven (7) calendar days' notice if the Employer permits the employee, at their option, to work all hours in their original schedule in addition to the modified schedule. In the event the employee elects to work additional hours under this subsection, such additional hours will be compensated in accord with the provisions of Article 15, Overtime & Callback.
- F. Employees will be notified of permanent schedule changes in writing at least fourteen (14) calendar days in advance of any change. The day notification is given will be considered the first day of notice.
- G. With approval of their supervisor, employees may change their schedule for a particular workday or workweek to accommodate personal needs. Any such adjusted schedule will be considered an agreed exception to Section 15.2.B.1.a.

12.5 Meeting Notice

Employees shall be given two (2) working days' notice of mandatory meetings scheduled outside of their normal working hours.

Article 13 Remote Work

13.1 Remote Working

Remote work is the practice of performing required job functions from home or another management-approved location. When used in appropriate situations, remote work may benefit the Employer, employees, the economy and the environment. Any employee who believes that all or part of their position is suitable for remote work may request to work remotely by submitting a written request to their supervisor. The Employer will evaluate the employee's request, and will approve or deny the request in writing. Employees whose requests to work remotely are approved may be required to sign an agreement confirming expectations regarding their schedule, timekeeping, remote work environment, data/information security and other matters specific to their position. Employees may seek review of a denied request through Human Resources.

Article 14 Breaks and Meal Periods

14.1 Deviation from Regulations

The meal and rest breaks for employees established by this Agreement vary from and supersede the meal and rest breaks required by WAC 296-126-092.

14.2 Rest Breaks

Employees shall receive an uninterrupted fifteen (15) minute paid rest break for each four (4) hours of work. Rest periods should not be used for late arrival or early departure from work, or combined with meal periods without prior supervisor approval.

14.3 Meal Period

Employees shall receive a minimum of thirty (30) minutes for a meal during any shift of five (5) or more hours. Meal periods are not paid work time. Employees shall be relieved of all work during that time. Designated meal periods may be changed with prior supervisor approval. If an employee's meal period is interrupted by a work related demand, the employee will be permitted to complete the unpaid meal period at a time within the same workweek mutually agreed between the employee and the employee's supervisor, or will be paid for the time worked during the meal period.

Article 15 Overtime and Callback

15.1 Overtime Notification and Award

Every reasonable effort shall be made to provide employees with advance notice of overtime needs. Where there are multiple employees qualified to complete an overtime assignment, overtime opportunities and requirements will be rotated among such qualified employees on an equitable basis.

15.2 Overtime Computation for Full-Time Employees

For purposes of calculating overtime eligibility, all hours spent performing assigned duties, holidays and other paid leave will be considered hours worked. Leave without pay, shared leave, additional compensation for time worked on a holiday and bonus pay for callback do not constitute hours worked. There shall be no duplication or pyramiding of overtime.

A. Bargaining Unit D

Overtime shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked beyond forty (40) in a workweek.

B. Professional and Technical Employees Bargaining Unit

1. Overtime shall be compensated at the rate of one and one-half (1- 1/2) times the employee's regular rate of pay for:
 - a. All hours worked beyond the daily schedule of employees assigned to regular or alternate schedules;
 - b. All hours worked beyond forty (40) hours in a workweek.

2. An exception to 15.2 B 1.a. above may be approved by mutual agreement of the employee and Employer. Such approval will be documented in writing.

15.3 Overtime Computation for Part-time Employees

Hours worked beyond forty (40) in a workweek shall be considered overtime. For purposes of calculating overtime eligibility, all hours spent performing assigned duties, holidays and other paid leave will be considered hours worked. Leave without pay, shared leave, additional compensation for time worked on a holiday and bonus pay for callback do not constitute hours worked. There shall be no duplication or pyramiding of overtime.

Part-time employees assigned to work hours beyond their regularly scheduled hours will receive additional pay at their regular rate of pay for such hours up to a total of forty (40) hours in a workweek.

15.4 Overtime/Compensatory Time Authorization

Employees may not work overtime/compensatory time unless authorized by the employee's supervisor. Working overtime without authorization may result in disciplinary action(s).

15.5 Overtime and Compensatory Time Selection

Employees who are requested to perform overtime work may not be compelled to choose compensatory leave. Supervisors will not attempt to influence employee choice.

15.6 Compensatory Time

- A. Compensatory time shall accrue at the rate of one and one-half (1-1/2) times for each overtime hour worked.
- B. Compensatory time off must be scheduled in advance with the approval of the employee's supervisor. No employee will accumulate more than one hundred twenty (120) hours of compensatory time in lieu of cash overtime.
- C. In cases of extended medical leave (e.g. leaves covered under the Family Medical Leave Act or the Americans with Disabilities Act), an employee must use compensatory time prior to using vacation leave, unless this would result in the loss of their vacation leave.
- D. Compensatory time may also be used for
 1. The care of family members as required by the Family Care Act, WAC-296.
 2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 23.6.
 3. Leave as required by the Domestic Violence Leave Act. At their election, employees may use compensatory time in place of or in addition to sick leave for

any of the purposes described in Article 19, Sick Leave. Employees using compensatory time for this purpose will provide their supervisor notice of their absence as described in Article 19.4.

- E. Accrued compensatory leave above sixty (60) hours must be used or converted to pay at the conclusion of each fiscal year (currently June 30). Upon termination of employment, employees shall be cashed out for all accrued compensatory time.

15.7 Positive Time Reporting

As of July 1, 2009, employees will accurately report time worked in accordance with a positive time keeping process.

15.8 Callback Pay

When an employee has left the institution grounds and is called to return to the work station outside of regularly scheduled hours, they shall receive three (3) hours bonus pay at the employee's regular rate of pay in addition to pay for time actually worked. Time worked beginning no more than two (2) hours immediately prior to an employee's regular shift does not constitute callback, provided notice of at least eight (8) hours has been given. An employee on standby status called to return to the work station does not qualify for callback pay.

Article 16

Suspended Operations and Inclement Weather

16.1 Suspended Operations

In the event that the Employer suspends operations, only employees deemed essential and notified by their supervisors to report to their worksite may do so. All other employees will work remotely for a suspension of operations that does not exceed fifteen (15) calendar days. The University will declare any suspension of operations in accord with University policy. Unless otherwise approved by the employee's supervisor, employees on pre-scheduled leave at the time of a suspension of operations will remain on leave as scheduled and record leave time for their absence. Employees who are otherwise not available for work during a suspension of operations may use accrued paid leave appropriate to circumstances of their absence. PSE will be notified of proposed changes to the Employer's suspended operations procedures.

16.2 Inclement Weather

Bargaining unit employees who are unable to report to work because of inclement weather may charge the time to: vacation, personal holiday, accrued compensatory time, leave without pay, or any accrued sick leave up to a maximum of three (3) days in any calendar year. Employees who take leave without pay on their last work day preceding a holiday due to inclement weather will not be deemed ineligible for holiday pay because of such leave. Employees reporting to work less than two (2) hours late, or leaving less than two (2) hours early due to inclement weather shall not have their pay reduced as a result, and will not have to charge their accrued leave time for such late arrival/early departure.

Article 17 Holidays

17.1 Paid Holidays

The following days are paid holidays for all eligible employees:

New Year's Day	January 1
Martin Luther King's birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Fourth Friday in November
Christmas Day	December 25
Personal Holiday	To be used during the calendar year

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

17.2 Holiday Pay

Eligible full-time employees will receive eight (8) hours of pay at their straight time rate for each holiday. Part-time employees will receive holiday pay on the same prorated basis that their monthly schedule bears to full-time employment

17.3 Eligibility for Holiday Pay

Employees are eligible for holiday pay if they are in paid status on the regular business day preceding the holiday. In addition, cyclic employees who are scheduled to work less than a full month in a month in which a holiday falls will receive pay for the holiday if they were in paid status on their last scheduled work day preceding the holiday. Employees whose employment is terminated immediately prior to a holiday are not entitled to holiday pay.

17.4 Hours Worked on a Holiday

In addition to holiday pay described in Section 17.2, employees required to work on a holiday will receive the pay at their overtime rate for all hours worked on the holiday.

17.5 Alternate Schedules

Employees working alternate schedules who are normally scheduled to work more than eight (8) hours on a day observed as a holiday may use vacation leave, compensatory time or leave without pay to make up the difference between the employee's normally scheduled shift and the eight (8) hours of holiday pay.

17.6 Holiday Observance

- A. When a holiday falls on the employee's scheduled workday, that day will be considered the holiday. When a holiday falls on the employee's scheduled day off, the employee shall receive the equivalent time off.
- B. An employee whose scheduled shift begins on one calendar day and ends on the next calendar day will observe the holiday on the shift that begins on the holiday.

17.7 Personal Holiday

Employees who have been continuously employed by the Employer for more than four (4) months may choose one (1) workday as a personal holiday, eligible during the calendar year (January 1 – December 31) under the following criteria:

A. Personal Holiday Accrual

Full-time employees shall receive eight (8) hours off for a personal holiday. Part-time employees shall receive paid hours off on the same prorated basis their monthly schedule bears to full-time employment.

B. Personal Holiday Scheduling

Employees shall be permitted to take their selected day as their personal holiday if:

1. The employee has given at least fourteen (14) calendar days' written notice to their supervisor. However, the supervisor, at their discretion, may permit a shorter notice period.
2. The number of employees choosing a specific day off does not interfere with the Employer's operations or require the Employer to incur overtime.

C. Personal Holiday Restrictions

Personal holidays may not be carried over into the next calendar year and will not be cashed out under any circumstances. However, if the selected personal holiday was denied due to the Employer's operations, the employee may use the personal holiday by March 31 of the next year (giving them up to three (3) months).

D. Donation of Personal Holiday

Part or all of a personal holiday may be donated to another employee for shared leave as provided in Article 20, Shared Leave. Any remaining portion of a personal holiday must be taken as one (1) absence.

E. Personal Holiday may also be used for

1. The care of family members as required by the Family Care Act, WAC- 296.

2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 23.6.
3. Leave as required by the Domestic Violence Leave Act.
4. At their election, employees may use the Personal Holiday in place of or in addition to sick leave for any of the purposes described in Article 19, Sick Leave. Employees using the Personal Holiday for this purpose will provide their supervisor notice of their absence as described in Article 19.4.

**Article 18
Vacation Leave**

18.1 Vacation Accrual

- A. Full-time employees shall accrue vacation at the rates set forth below. Part-time employees shall accrue vacation on a prorated basis according to the employee's appointment percentage.
- B. Accrual rates below shall be based on the employee's total years of state employment; provided that, in order to receive credit for prior state employment, employees must notify Human Resources within thirty (30) calendar days of their initial appointment of any prior work experience for which they seek credit.

Full Years of Service	Monthly Accrual Rate	Hours per Year
During the first year	8 hours	96
During the second year	8 hours, 40 minutes	104
During the third and fourth year	9 hours, 20 minutes	112
During the fifth year	10 hours	120
During the sixth and seventh year	10 hours, 40 minutes	128
During the eighth year	11 hours, 20 minutes	136
During the ninth and tenth year	12 hours	144
During the eleventh year	12 hours, 40 minutes	152
During the twelfth year	13 hours, 20 minutes	160
During the thirteenth year	14 hours	168

Full Years of Service	Monthly Accrual Rate	Hours per Year
During the fourteenth year	14 hours, 40 minutes	176
During the fifteenth year	15 hours, 20 minutes	184
During the sixteenth through twenty-fourth years	16 hours	192
Twenty-fifth and succeeding years	16 hours, 40 minutes	200

- C. 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.
- D. For purposes of this Section, an employee's years of total 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.

18.2 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 their 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 prior written approval of the appropriate Department Head, an employee may carry more than two hundred forty (240) hours of vacation beyond their anniversary date when they are 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.

18.3 Use and Scheduling of Vacation

- A. At their election, employees may use vacation in place of or in addition to sick leave for any of the purposes described in Article 19, Sick Leave. Employees using vacation for this purpose will provide their supervisor notice of their absence as described in Article 19.4.
- B. Except as provided in Section B 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.
- C. Vacation leave requested in writing will be approved or denied within ten (10) working days of the request. If the leave is denied, a reason will be provided in writing.

18.4 Transfer of Vacation

Employees who transfer from the Employer to another state agency or institution without a break in service may, at their election, transfer their accrued but unused vacation.

18.5 Cash Out of Vacation

Except for employees who elect to transfer vacation as provided in Section 18.4, upon termination employees who have successfully completed their probation period shall be paid for their accrued but unused vacation hours at their regular rate of pay.

18.6 Family Care

Employees may use vacation leave for care of family members as required by the Family Care Act, RCW 49.12.265 et seq, and WAC 296-130.

18.7 Family Military Leave

Employees may use vacation leave for leave as required by the Family Military Leave Act, RCW 49.77.

18.8 Domestic Violence Leave

Employees may use vacation leave for leave as required by the Domestic Violence Leave Act, RCW 49.76.

Article 19 Sick Leave

19.1 Sick Leave Accrual

Full-time employees shall accrue sick leave at the rate of eight (8) hours for each completed month of service. Part-time employees shall accrue sick leave on a prorated basis according to the employee's appointment percentage. Employees who are in unpaid status for more than ten (10) working days in a month will accrue sick leave for that month at a rate of one (1) hour for every forty (40) hours worked. Employees may accrue an unlimited amount of sick leave.

19.2 Uses of Accrued Sick Leave

- A. Sick leave may be used in tenth-hour (1/10th) increments for the purposes below.
1. An employee's own mental or physical illness, injury or health condition.
 2. To accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition.
 3. Preventative care, such as a medical, dental or optical appointment and/or treatment.

4. Care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition.
 5. Care for a family member who needs preventative medical care.
 6. Closure of the University, or the employee's child's school/place of care, by order of a public official for any health-related reasons.
 7. A period of quarantine following the exposure to a contagious disease during the period when attendance on duty would jeopardize the health of others.
 8. Bereavement leave in addition to leave provided by this Agreement, if such use is approved in advance by the employee's department head.
 9. Leave for Family Military Leave as required by RCW 49.77.
 10. Leave for Domestic Violence Leave as required by RCW 49.76.
 11. Qualifying absences for Family and Medical Leave.
 12. Care of family members as required by the Family Care Act, RCW 49.12.265 et seq.
 13. When an employee is unable to report to work in accordance with Article 16, Suspended Operations and Inclement Weather.
- B. For the purposes of this section, "family" member means any of the following:
1. A child, including biological, adopted, or foster child, stepchild, or a child whom the employee stands in loco parentis, is a legal guardian, or is de facto parent, regardless of age or dependency status;
 2. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 3. A spouse;
 4. A domestic partner, which includes those who are in registered domestic partnerships or in relationships composed of two (2) unmarried adults who are living together in a committed family relationship and have reciprocal duties to, and provide financial support for, one another;
 5. A grandparent;
 6. A grandchild;
 7. A sibling.

19.3 Annual Sick Leave Cash Out

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

19.4 Sick Leave Notification and Verification

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

19.5 Sick Leave Cash Out Upon Retirement or Death

Upon retirement or death, an employee or the employee's estate will receive cash at the employee's straight-time hourly rate for one-quarter (1/4) of their sick leave hours. Sick leave will be cashed out at the employee's base hourly rate. If the bargaining unit elects to place in effect a VEBA plan as provided by this Agreement, employees cashing out sick leave upon retirement shall receive the proceeds in the form of a contribution to their VEBA account.

19.6 Reemployment

Former state employees who are reemployed within five (5) years of leaving state service will be granted all unused and unpaid sick leave credits they had at separation. Unless otherwise required by applicable law, employees who are reemployed after retiring and cashing out their sick leave balance will not have leave reinstated at the time of rehire; when such employee subsequently retires again or dies, only unused sick leave accrued since the date of reemployment minus sick leave taken within the same period will be eligible for sick leave separation cash out, in accordance with Article 19.5 above.

19.7 Coordination of Benefits

Employees who are absent due to illness or injury covered by workers' compensation benefits may use accrued sick leave to make up the difference between the employee's regular salary and the amount received in workers' compensation benefits, taking into account the tax-free nature of workers' compensation benefits.

Article 20
Shared Leave/Uniformed Service Shared Leave Pool

20.1 Shared Leave

In accordance with RCW 41.04.650 et seq., state employees may donate vacation leave, sick leave, or personal holidays to a qualifying fellow state employee. To the extent this Article conflicts with, or omits benefits provided by, state law, the University will comply with the terms of the statute.

A. Definitions

1. Employee's "relative" is limited to the employee's spouse, registered domestic partner, child, stepchild, grandchild, grandparent, or parent.
2. "Household members" are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.

In addition, for purposes of the state leave sharing program, the definitions provided in RCW 41.04.655 apply.

20.2 Qualifying for Shared Leave

A. The Employer permits an employee to receive shared leave if:

1. The employee suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature; or
2. The employee has been called to service in the uniformed services; or
3. The employee has the needed skills to assist in responding to an emergency declared anywhere within the United States by the federal or any state government or its aftermath and volunteers their services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services; or
4. The employee is a victim of domestic violence, sexual assault, or stalking.

B. The illness, injury, impairment, condition, call to service, emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking has caused, or is likely to cause, the eligible receiving employee to:

1. Go on leave without pay status; or

2. Terminate state employment.
- C. The employee's absence and the use of shared leave are justified.
- D. In addition, the receiving employee has depleted or will shortly deplete their:
1. Vacation leave, sick leave and personal holiday if the employee qualifies under Article 20.2.A.1; or
 2. Vacation leave and paid military leave allowed under RCW 38.40.060 if the employee qualifies under Article 20.2.A.2; or
 3. Vacation leave or personal holiday if the employee qualifies under Article 20.2.A.3 or Article 20.2.A.4.
- E. For work-related illness or injury, the receiving employee must have diligently pursued and been found to be ineligible for benefits under RCW 51.32 if the employee qualifies under Article 20.2.A.1.
- F. The eligible receiving employee has abided by Employer policies regarding the use of sick leave if the employee qualifies under Articles 20.2.A.1 and 20.2.A.4; and paid military leave if the employee qualifies under Article 20.2.A.2.
- G. Donated leave is transferable between employees in different state agencies or institutions of higher education with the agreement of both heads of the state agencies/higher education institutions.
- H. The Employer will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of five hundred and twenty-two (522) days of shared leave during total state employment.
1. The employer may authorize leave in excess of this limit because the qualifying employee is suffering from an illness, injury, impairment, or physical or mental conditions that are of an extraordinary or severe nature.
 2. Shared leave received under the Uniformed Service shared leave pool in accordance with RCW 41.04.685 is not included in this total.
- I. A non-permanent or on-call employee who is eligible to use accrued leave or personal holiday may not use shared leave beyond the termination date specified in the non-permanent or on-call employee's appointment letter.

20.3 Shared Leave Donation

- A. A qualifying employee may donate vacation leave, sick leave, or personal holiday to another employee if the receiving employee meets the qualifications of Article 20.2 above.

- B. An employee with an accrued vacation leave balance of more than eighty (80) hours may donate any amount of vacation leave, provided the donation does not cause the employee's vacation leave balance to fall below eighty (80) hours after the transfer. For part-time employees, requirements for vacation leave balances will be prorated.
- C. Employees may donate excess vacation leave that the donor would not be able to take due to an approaching anniversary date.
- D. The donating employee may donate any specified amount of sick leave, provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer. For purposes of sick leave donation, a day equals the donor's monthly sick leave accrual.
- E. The donating employee may donate all or part of a personal holiday. Any portion of a personal holiday that is not used will be returned to the donating employee.
- F. All donated leave must be given voluntarily. No employee will be coerced, threatened, intimidated, or financially induced into donating leave for purposes of this program.

20.4 **Verification**

- A. The Employer will require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition when the employee is qualified for shared leave under Article 20.2.A.1.
- B. The Employer will require the employee to submit, prior to approval or disapproval, a copy of the military orders verifying the employee's required absence when the employee is qualified for shared leave under Article 20.2.A.2.
- C. The Employer will require the employee to submit, prior to approval or disapproval, proof of acceptance of an employee's offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency when the employee is qualified for shared leave under Article 20.2.A.3.
- D. The Employer will require the employee to submit, prior to approval or disapproval, verification of the employee's status as a victim of domestic violence, sexual assault or stalking when the employee is qualified for shared leave under Article 20.2.A.4. Verification required by the employer shall be consistent with the verification required by RCW 49.76.040.
- E. The Employer will respond in writing to shared leave requests within fourteen (14) calendar days of receipt of a properly submitted request.

20.5 **Shared Leave Administration**

- A. The receiving employee will be paid their regular rate of pay; therefore, one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary. The

calculation of the recipient's leave value will be in accordance with Office of Financial Management policies, regulations, and procedures. The dollar value of the leave is converted from the donor to the recipient. The leave received will be coded as shared leave and be maintained separately from all other leave balances.

- B. Any shared leave not used by the recipient during each incident/occurrence as determined by the Employer will be returned to the donor(s). Before returning unused leave, agency heads or designees will obtain a statement from the receiving employee's doctor verifying the injury or illness is resolved. The shared leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to each donor's appropriate leave balance. The return will be prorated back based on the donor's original donation.
- C. An employee who uses leave that is transferred under this Section will not be required to repay the value of the leave that they used.
- D. While an employee is on shared leave, the employee shall continue to be classified as a state employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation or sick leave.
- E. The Shared Leave Program is subject to the grievance procedure of Article 37 up through Step 2 only.

20.6 **Uniformed Service Shared Leave Pool**

A. Purpose

In accordance with RCW 41.04.685 et seq., the uniformed service shared leave pool allows state employees to donate leave to be used as shared leave to fellow state employees called to service in the uniformed services. Employee participation will be voluntary at all times. The Military Department, Department of Personnel and Office of Financial Management administer the pool.

B. Definitions

For purposes of this Article 20.06 only, the definitions contained in RCW 41.04.685 apply.

C. Participation

1. An employee may be eligible to receive leave from the uniformed service shared leave pool under the following conditions:
 - a. The employee is entitled to accrue vacation leave, sick leave, or a personal holiday.
 - b. The employee has been called to service in the uniformed services.

- c. The call to service has caused, or is likely to cause, the employee to go on leave without pay status or terminate state employment.
- d. The employee's absence and the use of shared leave are justified.
- e. The employee has depleted or will shortly deplete their vacation leave and paid military leave allowed under RCW 38.40.060.
- f. The employee has followed agency rules regarding military leave.

D. Allowable Donations

An employee may donate vacation leave, sick leave, or all or part of a personal holiday to the uniformed service shared leave pool under the following conditions:

- 1. The donating employee may donate any amount of vacation leave, provided the donation does not cause the employee's vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated.
- 2. The donating employee may donate any specified amount of sick leave, provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.
- 3. The donating employee may donate all or part of a personal holiday.

E. Process

- 1. Employees requesting to donate to or receive leave from the uniformed service shared leave pool must follow their agency policies and procedures addressing uniformed service shared leave.
- 2. Employees requesting to receive leave from the uniformed service shared leave pool must also comply with Military Department procedures for requesting and receiving leave from the uniformed service shared leave pool. Employees requesting leave from the uniformed service shared leave pool should provide to their agency head or designee an earnings statement verifying military salary and orders of service, most current state leave and earnings statement, a completed uniformed service shared leave pool recipient request form, and notification of any change. The employee must also provide copies of earnings statements and orders of service when requested by the Military Department.
- 3. Shared leave may not be granted unless the pool has sufficient balance to fund the requested leave for the expected term of service.
- 4. Shared leave, in combination with military salary, will not exceed the level of the employee's state monthly salary. Up to eight (8) hours per month of shared leave

may be withdrawn and used to continue coverage under the Public Employees' Benefit Board, regardless of the employee's monthly salary and military salary.

5. The receiving employee continues to be classified as a state employee and receives the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation or sick leave.
6. Agencies will investigate any alleged abuse of the uniformed service shared leave pool. If there is a finding of wrongdoing the employee may be required to repay all of the shared leave received from the pool.

20.7 Grievance Limitation

Article 20.6 is not subject to the grievance procedure.

Article 21 Family Medical Leave

21.1 Family Medical Leave

Employees who have been employed by the state for at least one (1) year, and who worked in state employment at least one thousand two hundred fifty (1250) hours during the twelve (12) month period immediately preceding the commencement of leave, are permitted up to twelve (12) workweeks of Family Medical Leave during any twelve (12) month period for purposes specified by law. Family Medical Leave shall be administered according to University Policy POL U5410.03, the Family Medical Leave Act, 29 U.S.C. § 2601 et seq., 29 CFR § 825, the Washington Family Leave Act, RCW 49.78, and its associated regulations.

21.2 Maternity Related Disability Leave

Pregnant employees may take unpaid leave for the entire period of any maternity related disability. Such leave may, at the pregnant employee's election, be taken in addition to the twelve (12) week leave to care for a new-born child under the federal Family Medical Leave Act, if the employee is eligible for Family Medical Leave.

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

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

21.3 Parental Leave

Employees may request unpaid parental leave for up to six (6) months, including any period of Family Medical Leave pursuant to Section 21.1 for the birth of the employee's child or the placement with the employee of an adopted or foster child. Parental leave must be taken within

one (1) year following the child's birth or placement. The Employer may grant a request for parental leave beyond any period of Family Medical Leave.

21.4 Paid Family and Medical Leave Program

Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise limited by action of the State). Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115. The University will pay the remaining premium amounts.

Article 22 Leave Without Pay

22.1 Purposes

In addition to the circumstances specified elsewhere in this Agreement, the Employer, in its discretion, may approve a leave without pay for the reasons specified below. Leaves will be approved in writing by the Human Resources Department, and such approval will specify a date for the employee's return to work.

22.2 Qualified Reasons

Leave without pay will be granted for the following reasons:

- A. Family and Medical Leave (Article 21)
- B. Compensable work-related injury or illness leave
- C. Military Leave (Article 23)
- D. Volunteer firefighting leave
- E. Spousal Deployment Leave (Article 23)
- F. Domestic violence leave, or
- G. Holidays for a Reason of Faith or Conscience

22.3 Permissible Reasons

Leave without pay may be granted for the following reasons:

- A. Educational leave

- B. Child or elder care emergencies
- C. Governmental service leave
- D. Citizen volunteer or community service leave
- E. Formal collective bargaining leave
- F. Conditions applicable for leave with pay, or
- G. As otherwise provided for in this Agreement.

22.4 Conditions Applicable to Leaves

Employees must submit any request for a leave in writing. Except as required by law, a request for a leave must meet the following conditions:

- A. The employee must have successfully completed twelve (12) months of service;
- B. The employee must have a bona fide intention of returning to work following the leave;
- C. The leave must not interfere with operational needs; and
- D. Except for leaves approved to permit an employee to complete an educational program or service in the Peace Corps, leaves may not exceed twelve (12) months.

22.5 Use of Paid Leave

Except as provided in Section 22.7 below, an employee on an approved leave must exhaust all available sick leave (if available for the purpose of the employee's leave), vacation leave, and personal holiday time before taking unpaid leave; employees who choose to use compensatory time as part of a leave must use any such time prior to taking unpaid leave.

22.6 Cancellation of Leave

The Employer may cancel a leave 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 has been cancelled, which will set a date for the employee's return to work.

22.7 Benefits During Leave

An employee on a leave 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 their health insurance during an approved leave. Employees who are granted a leave for their own disability may save and use up to thirty-two (32) hours of paid leave at a rate of eight (8) hours per month to remain eligible for paid health insurance.

22.8 Reinstatement

Employees returning to work following an approved leave will be returned to the position they held prior to the leave 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, they will be notified and provided a time period in which to exercise any rights available pursuant to Article 32, Reduction in Force/Layoff.

22.9 Educational Leave

Leave without pay may be granted for educational leave for the duration of actual attendance in an educational program.

22.10 Child and Elder Care Emergencies

Leave without pay may be granted for child and elder care emergencies. In lieu of leave without pay, compensatory time, exchange time or paid leave may also be used for child and elder care emergencies.

22.11 Governmental Service Leave

Leave without pay may be granted for governmental service in the public interest, including but not limited to the U.S. Public Health Service or Peace Corps leave.

22.12 Citizen Volunteer or Community Service Leave

Leave without pay may be granted for community volunteerism or service.

22.13 Formal Collective Bargaining Leave

Leave without pay may be granted to participate in formal collective bargaining sessions authorized by RCW 41.80.

22.14 Volunteer Firefighting Leave

Leave without pay will be granted when an employee who is a volunteer firefighter is called to duty to respond to a fire, natural disaster or medical emergency.

22.15 Domestic Violence Leave

In accordance with RCW 49.76, leave without pay, including intermittent leave, will be granted to an employee who is a victim of domestic violence, sexual assault or stalking. Family members of a victim of domestic violence, sexual assault or stalking will be granted leave without pay to help the victim obtain treatment or seek help. Family member for the purpose of domestic violence leave includes child, spouse, parent, parent-in-law, grandparent or a person the employee is dating. The Employer may require verification from the employee requesting leave in accordance with RCW 49.76.

22.16 Unpaid Holidays for a Reason of Faith or Conscience

- A. Leave without pay will be granted for up to two (2) workdays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization. Leave without pay may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by Chapter 82-56 WAC or the employee is necessary to maintain public safety.
- B. The Employer will allow an employee to use compensatory time, personal holiday or vacation leave in lieu of leave without pay. All requests to use compensatory time, personal holiday or vacation leave must indicate the leave is being used in lieu of leave without pay for a reason of faith or conscience.
- C. A permanent or probationary employee who is on an unpaid holiday for reasons of faith and conscience on a work shift preceding a paid holiday, as designated in Article 10.1, will receive holiday pay for the designated holiday.
- D. An employee's seniority date, probationary period or trial service period will not be affected by leave without pay taken for a reason of faith or conscience.

Article 23 Military Leave

23.1 Military Leave

Any employee who is a member of the United States Military, 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 twenty-one (21) working days during the October 1 through September 30 time period in order for the employee to report for required military duty, training, or drills including those in the national guard. Such paid military leave shall be in addition to any compensatory time, vacation or sick leave to which the employee might otherwise be entitled, and shall not involve the reduction of any benefits, performance rating, privileges or pay. During the period of paid military leave, the employee shall receive their normal base pay. Military leave will only be charged for the days that the employee is scheduled to work.

23.2 Military Service Physical Examination

Employees required to report during working hours for a physical examination to determine physical fitness for military service shall receive full pay for the time required to complete the examination.

23.3 Military Leave of Absence

Employees shall be granted a military leave of absence without pay for absence from work for service in the armed forces of the United States or the Washington National Guard. During an unpaid military leave of absence, an employee is entitled to receive:

- A. Retirement benefits and service credit in accord with the provisions of the applicable retirement system.
- B. Health plan coverage at the employee's request and expense for a limited period of time as determined by the Health Care Authority.
- C. Other length of service credits related to employment that would have been granted had the employee not been absent; provided the employee returns to the University at the conclusion of leave in accordance with applicable state and federal laws.
- D. Any additional benefit required by applicable state or federal law.

23.4 Copy of Employee Orders

Unless prohibited by military necessity, the Employer shall be provided with a copy of an employee's orders at the time the employee requests military leave.

23.5 Return from Military Service

Following release from military service, an employee shall have the right to return to their employment as provided by applicable state and federal law.

23.6 Spousal Deployment Leave

As provided in RCW 49.77, during a period of military conflict, an employee who is the spouse or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030 of a member of the armed forces of the United States, National Guard, or reserves who has been notified of an impending call or order to active duty or has been deployed is entitled to a total of fifteen (15) days of unpaid leave per deployment after the military spouse has been notified of an impending call or order to active duty and before deployment or when the military spouse is on leave from deployment. The employee may choose to use accrued leave in place of leave without pay.

Article 24 Miscellaneous Paid Leaves

24.1 Personal Leave Day

Employees who have been continuously employed by the Employer for more than four (4) months will be entitled to choose one (1) workday as a personal leave day, eligible to be taken during the fiscal year (July 1 – June 30).

24.2 Winter Break Day

Employees who have been continuously employed by the Employer for more than four (4) months, prior to the end of the Fall Quarter, will be entitled to an additional day of paid leave to be used between the end of Fall Quarter and the beginning of Winter Quarter.

24.3 Using Personal Leave and Winter Break Day

A. Personal Leave and Winter Break Day Accrual.

Full-time employees shall receive eight (8) hours off for each of these leave days. Part-time employees shall receive prorated leave based on the employee's appointment percentage.

B. Personal Leave and Winter Break Day Scheduling.

Employees shall be permitted to take their selected day as their leave day if:

1. The employee has given at least fourteen (14) calendar days' written notice to their supervisor. However, the supervisor, at their discretion, may permit a shorter notice period.
2. The number of employees choosing a specific day off does not interfere with the Employer's operations or require the Employer to incur overtime.

C. Personal Leave and Winter Break Day Restrictions.

The personal leave and winter break days may not be carried forward for use at a later date, may not be donated through Shared Leave, and will not be cashed out under any circumstances.

D. Personal Leave or Winter Break Day may also be used for:

1. The care of family members as required by the Family Care Act, WAC-296.
2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 23.6.
3. Leave as required by the Domestic Violence Leave Act.
4. At their election, employees may use Personal Leave or Winter Break Day in place of or in addition to sick leave for any of the purposes described in Article 19, Sick Leave. Employees using Personal Leave or Winter Break Day for this purpose will provide their supervisor notice of their absence as described in Article 19.4.

24.4 Leave for Childcare Emergencies

Employees who must miss work due to unforeseen childcare emergencies may charge their absence to any accrued paid leave or to unpaid leave under the following conditions. Unpaid leave requests for unforeseen childcare emergencies will go through the Leave Without Pay approval process as defined by Article 22, Leave Without Pay. Employees using leave due to childcare emergencies are not required to obtain advance approval prior to using leave, but must notify their supervisor of their absence as soon as possible prior to the start of their scheduled shift.

24.5 Bereavement Leave

Employees will be granted three (3) days of paid bereavement leave, per occurrence, for the death of the employee's spouse, child, step-child, parent, stepparent, parent-in-law, sibling, step-sibling, domestic partner, domestic partner's parents, grandparent, grandchild, brother and sister-in law or household member. The pay for a full-time employee's bereavement leave day is eight (8) hours. Bereavement leave is pro-rated for part-time employees based on the employee's appointment percentage. With approval of the employee's supervisor, employees shall be granted accrued sick leave as provided in Article 19, Sick Leave or unpaid leave for bereavement. Employees using accrued vacation leave due to the death of a close personal friend, colleague, or neighbor will not be unduly denied use of vacation leave.

24.6 Jury and Witness Leave

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.

Employees subpoenaed to appear for jury service will receive pay at their regular rate of pay for work hours missed because of their required jury duty service. An employee will be allowed to retain any compensation paid for jury duty service.

Employees subpoenaed as a witness, or whose testimony is pertinent to a work-related court or administrative hearing will receive pay at their regular rate, unless the employee:

- A. Is a party in the matter and is not represented by the Attorney General's Office of the State of Washington, or
- B. Has an economic interest in the matter.

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

Employees subpoenaed as an arbitration witness shall receive pay in accordance with Article 37.6.

24.7 Life Giving Procedures

When approved, employees will receive paid leave, not to exceed five (5) working days in a two (2) year period, for participating in life-giving procedures. The pay for a full-time employee's day of life giving procedure leave is eight (8) hours. Life giving procedures leave is pro-rated for part-time employees based on the employee's appointment percentage. "Life-giving procedure" is defined as a medically-supervised procedure involving the testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments. Employees will provide reasonable advance notice and written proof from an accredited medical institution, physician or medical professional that the employee participated in a life-giving procedure. The Employer may take into account program and staffing replacement requirements in scheduling of leave for life-giving procedures.

24.8 University-wide Blood Drive

Employee participation in a University-wide Blood Drive as a donor is considered work time.

24.9 Domestic Violence

Employees may use paid leave, including sick leave or unpaid leave, as necessary to cope with the situation, if the employee is a victim of domestic violence, sexual assault, or stalking.

24.10 Community Service Leave Day

Employees covered by this Agreement may request and be granted one (1) day of paid community service leave per fiscal year to participate in community service, including volunteer work on behalf of schools, community or charitable organizations, and organized volunteer events. The pay for a full-time employee's community service day is eight (8) hours. Community service leave is pro-rated for part-time employees based on the employee's appointment percentage. Employees wishing to engage in community service will provide a written request in advance and may be required to provide proof that the employee participated in the service or event.

24.11 Release Time for University-Supported Activities

With advance notice to and approval by their dean or department director, employees may be permitted to use limited amounts of paid work time to participate in University-related or sponsored activities not directly related to their primary duties, such as serving as a guest speaker or presenter in a course/program, or assisting faculty with research or other academic needs. Any such activities must be conducted in a manner that does not interfere with University operations.

Article 25 Compensation

25.1 General Salary Schedule Range Assignments and Wage Increases

- A. Except as provided by Section 25.4 below, effective July 1, 2021, those classifications represented by the Union assigned to the General Salary Schedule will continue to be assigned to the same salary range to which they were assigned on June 30, 2021.
- B. Effective July 1, 2022, all ranges and steps of the salary schedules in effect on June 30, 2021, will be increased by three percent (3%) if fully funded by the State of Washington.
- C. Should classified general state government employees, or non-uniformed University employees represented by WFSE, assigned to the General Salary Schedule: (i) receive a general compensation increase at a higher level than that agreed upon by the University and PSE; or (ii) receive an additional one-time, lump-sum payment as a form of additional compensation (i.e., excluding payments intended to reimburse employees for performing additional work or tasks), PSE represented employees will receive the same. Any lump-sum payment made payable to PSE members by action of this paragraph would be paid on the same terms used by General Government.

25.2 “N1” Pay Range Assignments

Except as provided by Section 25.4 below, effective July 1, 2021, those classifications represented by the Union assigned to the “N1” Salary Schedule will continue to be assigned to the same salary range to which they were assigned on June 30, 2021. The University’s range assignments for positions on the “N1” Salary schedule will match the assignment used by the State.

- A. Effective July 1, 2022, all ranges and steps of the “N1” salary schedule in effect on June 30, 2021, will be increased by three percent (3%) if fully funded by the State of Washington.
- B. Should classified general state government employees, or non-uniformed University employees represented by WFSE, assigned to the General Government “N1” Salary Schedule: (i) receive a general compensation increase at a higher level than that agreed upon by the University and PSE, or (ii) receive an additional one-time, lump-sum payment as a form of additional compensation (i.e., excluding payments intended to reimburse employees for performing additional work or tasks), PSE represented employees on the “N1” salary schedule will receive the same. Any lump-sum payment made payable to PSE members by action of this paragraph would be paid on the same terms used by General Government.

25.3 Minimum Hourly Rate.

To reflect the University’s and PSE’s shared values, the base salary for represented permanent employees, following successful completion of probation, will be set at the step in the range that most closely approximates fifteen dollars (\$15) per hour, not to exceed Step L.

25.4 State Salary Survey and Other Range Changes

In the event that a classification range assignment used by State general government is adjusted to a range higher than that in effect at the University due to the State’s implementation of a salary survey, the State’s evaluation of recruitment or retention data, or through the State’s negotiations with represented employees of general government (referenced in Appendix T of the general government agreement with WFSE), the University will change the classification’s range assignment to match the state assignment. This provision will be implemented only to the extent such salary range adjustments are fully funded by the State.

25.5 Compensation Reopener

Compensation increases described above will take effect only if they are deemed feasible by the Director of OFM, approved by the Legislature as provided in RCW 41.80, and fully funded by the State appropriations to the University. In the event that some or all of the compensation increases described above are not approved or fully funded, the parties will reopen negotiations to bargain a replacement provision. Nothing in this paragraph obligates either party to agree to any proposal.

25.6 Special Pay

The Employer may designate a position for special pay in the following circumstances:

- A. When a unique configuration of work requires skills, duties, or working conditions beyond those typically required of comparable positions;
- B. To alleviate employment problems such as recruitment and/or retention;
- C. When failure to grant special pay could result in retention problems and seriously jeopardize University operations; and
- D. To prevent salary inversion or compression problems with other classes in the same or related series which have been granted special pay.

25.7 New Employees

The University will assign newly hired employees to the appropriate range and step of the salary schedule.

25.8 Periodic Increases

- A. Employees assigned to a salary range other than “N1” will receive periodic increases as follows:
 - 1. Employees who are hired at the minimum step of the pay range will receive a two (2) step increase to base salary following completion of the probationary period, and an additional two (2) step increase annually thereafter, until they reach Step L.
 - 2. Employees will progress to Step M of their assigned salary range according to the rules established in the Washington Administrative Code.
 - 3. 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.
 - 4. 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.
- B. Employees assigned to the “N1” salary range will receive periodic increases as follows:
 - 1. Upon hire, employees will be assigned to the step of the pay range that corresponds to their completed years of nursing experience.
 - 2. Employees who are hired at the minimum step of the pay range will, upon completion of the probationary period, be assigned to the step that corresponds with their completed years of nursing experience.

3. Employees who are hired above the minimum step of the pay range will be assigned to the step that corresponds to their completed years of nursing experience annually on their hire date until they reach the top of the pay range.

25.9 Transfer / Reassignment

Employees who transfer or are reassigned to a position within their class or within their range will retain their current base salary.

25.10 Trial Service Reversion

Employees who do not successfully complete a trial service period and revert to the class in which the employee most recently held a position, or move to a classification in the same series with a lower salary range, will receive the base salary they received prior to their promotion.

25.11 Part-time Employment

Monthly compensation for part-time employment will be prorated based on the ratio of hours worked to hours required for full-time employment.

25.12 Premium Pay for Additional Language(s)

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.

25.13 Promotional Pay

An employee who is promoted to a higher classification shall be paid at the salary step which represents at least a two (2) step increase over the salary received immediately prior to the promotion. The Director of Human Resources may authorize more than a two (2) step increase. All promotional increases must be within the salary range for the class.

25.14 Shift Differential

Employees assigned to a shift in which a majority of time worked falls between 5:00 p.m. and 7:00 a.m. shall be paid an additional one dollar (\$1.00) per hour for the entire shift. An employee assigned to a shift that qualifies for shift differential pay shall receive the same shift differential for authorized periods of paid leave, or when assigned to a different shift for less than a full workweek.

25.15 Voluntary Separation Incentives - Voluntary Retirement Incentives

The Employer will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such programs are provided for in the current operating budget. Such participation must be in accordance with the program guidelines adopted

by the Department of Personnel and the Department of Retirement Systems, following consultation with the Office of Financial Management. Program incentives or offering of such incentives are not subject to the grievance procedure.

25.16 Regional Compensation

In the event the State implements regional compensation for employees whose primary reporting location is in Whatcom County, or another county in which the University has employee primary reporting locations, to compensate for local cost-of-living factors, the University will provide regional pay to its employees on the same basis and in the same amount provided by the State. Primary reporting location for purposes of this paragraph is a University facility, not a location where an employee may be permitted to work remotely.

Article 26 Health Care Benefits Amounts

See “Health Benefits Agreement” by and between the State of Washington and the Coalition of Unions in Appendix C.

Article 27 Vacancies and Position Allocations

27.1 Vacancies

The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. The Employer may fill a position on a full-time or part-time basis. When filling a vacant position, the Employer will first consider bargaining unit employees on the appropriate internal layoff list who have the required skills and abilities to perform the duties of the position. In the event the position is not filled with a candidate from the internal layoff list, the Employer will consider candidates from the internal recruitment who have the skills and abilities to perform the duties of the position being filled. If no internal candidate is selected, the Employer may consider all other candidates including internal candidates.

27.2 Position Changes

When Human Resources becomes aware of one of the following actions, the Director of Human Resources, or designee, will provide written notification to PSE:

- A. Holding a position in the bargaining unit vacant;
- B. Reallocation of a bargaining unit position to a lower classification; or
- C. Removal of a position from the bargaining unit.

27.3 Recall from Layoff

- A. When filling a position, the Employer will consider all laid-off employees on the appropriate layoff list in seniority order with the required skills and abilities for the specific position regardless of appointment percentage or FTE. The most senior candidate with the required skills and abilities will be offered the position. PSE will be notified in the event that the layoff list candidate(s) are determined not to be qualified for the position. If there are no names on the internal layoff list or no laid-off candidates are found to be qualified, the Employer will next consider candidates from the internal recruitment process as described in subsection 27.4 below.
- B. When the Employer intends to accomplish work with a temporary appointment requiring ten (10) working days or more in a month, the Employer will offer the temporary appointment to the employee on the layoff list who was performing that work prior to their layoff. If the temporary appointment requires work for less than ten (10) days in a month, the Employer will give first consideration to those individuals on the layoff list who previously performed the work prior to their layoff. The provisions of this subsection do not apply to employees who have been on the layoff list for more than one (1) year. Refusal to accept a temporary appointment does not count as a refusal of a comparable position. Acceptance of a temporary appointment will not remove the individual from the layoff list.

27.4 Filling Vacant Positions from Internal Recruitment

When a vacant position becomes available, employees who wish to apply for the position may submit their application materials to HR. When filling a position where no candidate was appointed from the appropriate layoff list, the Employer will consider qualified internal candidates. Qualified candidates are those employees who have the required skills and abilities to perform the duties of the specific position being filled. The Employer will offer an interview to at least three (3) potentially qualified candidates. If there are fewer than three (3) qualified internal candidates for the position, the Employer will interview all such candidates. Upon selection of interview candidates, the Employer may request that HR disclose whether an internal candidate has a record of disciplinary action (written reprimand or suspension without pay) within the past twelve (12) months on file with HR. Presence of disciplinary action is not grounds for withdrawal of the interview request.

27.5 Posting of Vacant Positions

Positions that are not filled through placement of employees from the layoff list or internal recruitment will be posted for a period of at least seven (7) calendar days, during which time, internal and external applicants may apply. The posting will include, at a minimum, a description of the work to be performed, the requirements of the position, the rate of pay and the shift.

Article 28 Types of Appointments

28.1 Full-time Appointments

Full-time appointments are scheduled to work twelve (12) months per year, forty (40) hours per week.

28.2 Part-time Appointments

Part-time appointments are scheduled to work at least twenty (20) hours per week but less than twelve (12) months per year and/or less than forty (40) hours per week. Such employees will receive a percentage of the full-time benefit (vacation leave, sick leave, personal holiday, holidays, etc.) based on the percentage their monthly schedule bears to full-time employment.

28.3 Cyclic Appointments

Cyclic leave positions are defined as less than twelve (12) month appointments due to known budgetary restraints or known, recurring periods in the academic calendar when the position is not needed.

A. Cyclic Year Schedules

At least fifteen (15) calendar days before the start of each annual cycle, a cyclic schedule shall be established in consultation with the affected employee. Incumbents of cyclic year positions will be informed in writing of their scheduled periods of leave without pay in the ensuing annual cycle. Such leave without pay shall not constitute a break in service and shall not be deducted from the employees' length of service in granting periodic increments nor in computing the employees' vacation leave accrual rate.

B. Additional Work for Cyclic Employees

When additional work is required of a cyclic year position during a period for which the position was scheduled for leave without pay, the temporary work will be offered to the incumbent first, then to available bargaining unit members by seniority. The incumbent will be allowed at least three (3) working days in which to accept or decline the offer.

28.4 Project Positions

Project positions are positions of specific duration of six (6) months or longer. The Employer may create project positions in situations where the position is contingent upon state, federal, local, grant or other special funding of specific and time-limited duration, and/or where the work to be performed by the position is project-based and of a time-limited nature. The Employer will notify employees at the time of hire of the project nature of the position and the anticipated ending date of the project position.

28.5 Higher Level Duties

The Employer may assign to an employee duties from a higher job classification for a period not to exceed six (6) months. For the duration of such a temporary assignment, the employee shall receive additional compensation equal to five (5) percent of the employee's base wages. In the event an employee is temporarily assigned the full set of duties from a higher job classification, and the lowest step of the pay range for that higher job classification exceeds the employee's base wage by more than five percent (5%), the employee shall be paid at the lowest step of the higher pay range for the duration of the temporary assignment. The Director of Human Resources may authorize, at their discretion, an increase of the base salary up to a total of fifteen percent (15%). The base salary will not exceed the top of the range.

28.6 Leave Adjustments

Employees with part-time appointments who work in excess of their assigned percentage appointment shall have their vacation and sick leave hours adjusted at the end of each month to reflect any additional leave earned in the previous month, if the adjustment will result in additional accrued leave of one (1) or more hour per month.

Article 29 Classification and Reclassification

29.1 Policy

Positions shall be allocated to the appropriate classification. Requests to reallocate should be based on a belief that the duties, responsibilities, or qualifications of a position are such that it is inappropriately allocated. Management retains the right to assign work in accordance with the provisions of the management rights clause of this Agreement.

29.2 Classification

Except as specifically modified by this Article, position classification, position review and reallocation shall be handled in accord with WAC 357.

29.3 Classification Plan Revisions

- A. Positions will not be reclassified or reallocated in a manner which will remove their duties from the combined PTE & BUD bargaining units except as provided in Article 38, Job Contracting of this Agreement.
- B. The Employer will provide to PSE, in writing, any proposed changes to the classification plan, including job descriptions for newly created classifications. Upon request of PSE, the Employer will bargain the salary effect(s) of a change to an existing class or newly proposed classification.

29.4 Allocation Review Process

- A. The department head, or an employee may request that a position be reviewed when the requesting party believes that the basis of its request has become a permanent requirement of the position. A position may not be reviewed more often than once every six (6) months.
- B. The request must be complete and in writing on forms provided by the Employer. Requests may be submitted to Human Resources or to an employee's direct supervisor or department. Human Resources will provide a copy of the request to PSE. Any party may submit additional information, including the names of individuals, which the party believes is relevant to the position review.
- C. An employee may request that a PSE representative be present as an observer at meetings with the Employer reviewer scheduled to discuss the request for position review. The University will notify the employee in writing of their right to have a PSE representative observe meetings regarding the position review. The University's notice will include a link to PSE representative contact information.
- D. The Employer reviewer will investigate the position and issue a written response to the employee or employee representative within sixty (60) calendar days from receipt of forms by Human Resources. A completed request is defined as the employee completing all employee portions of the reclassification forms. The response will include notification of the class and salary assigned when the position is reallocated, or notification of the reasons the position does not warrant reallocation when the request is not approved.
- E. In the event that an employee is reallocated to a lower classification, the employee will be paid their current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will continue receiving the salary the employee was receiving prior to the reallocation downward until such time as the employee vacates the position or their salary falls within the new range.

Following receipt of the Employer's determination, an employee may request reconsideration in accord with the provisions of WAC 357. Employer allocation decisions will not be subject to the grievance procedure.

Article 30 Probation and Trial Service

30.1 Probationary Period

Following their initial appointment into a permanent position, employees will serve a probationary period of six (6) months. This period is to allow the Employer the opportunity to train and aid the employee in adjusting to the position and to observe and assess the employee's work in order to determine if the employee will be granted permanent status in the position.

- A. 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. However, the employee may request and will receive a review of the separation by the Director of Human Resources or designee. The review request must be submitted to the Director's Office within fourteen (14) days from the effective date of the notice of separation. This request, however, will not act as a suspension of the designated separation date.
- B. Probationary employees shall receive a written performance evaluation(s) (as described in Section 34.2) at or near the midpoint of the probationary period. Probationary employees will also receive coaching, as described in Section 34.3, should there be any performance concerns.
- C. The Employer will extend an employee's probationary period, on a day- for-day basis, for any days that the employee is on leave without pay or shared leave, including Cyclic leave except for leave taken for military service.
- D. The Employer may extend the probationary period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months of active employment. The Employer will notify PSE of its intent to extend an employee's probationary period and will invite PSE's participation to support the success of the probationary employee. An employee whose probationary period is extended will receive a written explanation for the extension, including an identification of issues that need to be addressed, and will be evaluated during the extended probationary period.
- E. An employee who transfers or is promoted prior to completing their 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.

30.2 Trial Service Period

Employees with permanent status who are promoted, who voluntarily accept a transfer or demotion into a job classification for 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.

- A. If an employee is absent for a cumulative total of more than fifteen (15) days during the trial service period, the Employer will extend the employee's trial service period on a day-for-day basis for the total accumulated number of days on which the employee was absent. Upon mutual agreement between the Employer and PSE, an employee's trial service period may be extended by up to six (6) months.
- B. Prior to a reversion, the Employer will provide written notice that an employee who has not successfully completed their trial service period shall be offered an opportunity to revert to a bargaining unit position that is:

1. Vacant or filled with a temporary employee and within a job classification in which the trial service employee previously held permanent status; or
 2. Vacant, at or below the trial service employee's previous salary range, and in the same classification series as the position in which the trial service employee previously held permanent status.
- C. In either case, the employee being reverted must have the skills and abilities required for the vacant position.
- D. An employee who has not successfully completed their trial service period and who has no reversion options may request to be placed on the layoff list for positions in job classifications where the employee had previously attained permanent status.
- E. Employees involuntarily reverted from trial service will have the right to grieve their reversion to step 2 of the Grievance Procedure.

30.3 Permanent Status

Employees will attain permanent status in a job classification upon their successful completion of a probationary or trial service period.

30.4 Reallocations - Higher Salary Range Maximum

If a permanent employee is reallocated into a classification with a higher salary range maximum the employee will retain their existing appointment status as defined in sections 30.1, 30.2, and 30.3 if the employee has performed the higher level duties for six (6) months and meets the skills and abilities required of the position.

If the reallocation is a result of a change in the duties of the position and the employee has not performed the higher-level duties for at least six (6) months and meets the skills and abilities of the position, the employee will serve a trial service period.

30.5 Reallocations - Equal Salary Range Maximum

If an employee meets the skills and abilities requirements of the position, the employee will remain in the position and retain existing appointment status as defined in sections 30.1, 30.2, and 30.3.

30.6 Reallocations - Lower Salary Range Maximum

If the employee meets the skills and abilities requirements of the position and chooses to remain in the reallocated position, the employee will retain existing appointment status as defined in sections 30.1, 30.2, and 30.3.

Article 31 Seniority

31.1 Seniority Defined

The term “seniority” as used herein shall mean an employee’s rank with respect to other members of the bargaining unit for the application of the personnel preferences described in this Agreement.

31.2 Establishing Seniority

Employees who were members of PSE bargaining units prior to July 1, 2005, will retain the seniority they have accumulated prior to that date. For employees entering PSE bargaining units after July 1, 2005, the seniority date will be the date the employee commenced regular employment in a Western Washington University (Western) classified position, after adjustments described in Subsections 31.4 and 31.5. A Civil Service-exempt employee who enters a PSE represented unit will receive seniority credits for the time they spent in any prior University classified position (s), subject to the adjustments described in Subsections 31.4, 31.5 and 31.6.

31.3 Unit Wide Seniority

Seniority in the PSE non-supervisory unit and the PSE supervisory unit shall be interchangeable.

31.4 Adjustment of Seniority Date

Approved unpaid leave shall not result in a break in service, but will result in adjustment of an employee’s seniority date on a day-for-day basis for each day the employee spends on unpaid leave, except as follows:

- A. Cyclic employees will not have their seniority dates adjusted because of their regularly scheduled period(s) of unpaid leave.
- B. Employees who are receiving time loss benefits through workers’ compensation, and who are not augmenting those time loss benefits through use of other paid leave, will not have their seniority date adjusted unless their time in such status exceeds six (6) months.
- C. Employees will maintain their seniority date during a period of unpaid military leave as required by applicable law.

31.5 Losing Seniority

Employees who have established seniority will lose their seniority rights in the event of the following occurrences: discharge for cause; resignation amounting to a complete separation from employment with the University; failure to reasonably comply with the layoff-recall requirements of this Agreement.

31.6 Transfer to a Civil Service-Exempt University Position

Bargaining unit members who move to a Civil Service-exempt position at the University, either voluntarily or involuntarily, will retain the seniority they held at the time of movement for one (1) year.

31.7 Seniority Ties

All seniority ties will be broken by lot. The affected employees will be present when a representative from Human Resources, along with the President of the local PSE chapter or a representative, perform this procedure.

31.8 Seniority Preferences, Strict Seniority

The employee with the earliest seniority date (greatest seniority) shall have preferential rights regarding the following personnel actions: shift selection, vacation periods, and special service hours (including overtime and the right to refuse overtime). These rights shall, however, be applicable only within individual departments or job assignments in which bargaining unit members are ordinarily considered to be fungible.

With regards to vacation scheduling, the intent of this subsection is that senior employees have preferential but not absolute rights to vacation requests for days surrounding major holidays. Individual departments may develop and implement reasonable rules to insure an equitable approach to vacation scheduling surrounding major holidays.

31.9 Layoff Seniority Rights

Time spent in layoff status will not be considered a break in service if the employee is recalled to work from a layoff list. Upon recall from a layoff list, an employee's seniority date will be adjusted by the period of time the employee spent in layoff status. Employees on layoff status must provide the Employer's Human Resources Department with their current contact information, including mailing and email address. Employees in layoff status will be notified by email about job openings within the bargaining unit.

31.10 Veterans Layoff Credits

For the purposes of layoffs, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans, to the surviving spouse of a veteran or the veteran's surviving domestic partner as defined by RCW 26.60.020 and 26.60.030, as provided for in RCW 41.06.133.

Article 32 Reduction in Force/Layoff

32.1 Reduction in Force

The Employer will determine the basis for, extent, effective date and length of layoffs. A reduction of regularly scheduled hours of a position will be considered a layoff and will permit an employee to exercise layoff rights.

32.2 Employee Notifications

A permanent status employee shall receive at least thirty (30) calendar days written notice of layoff, including no less than five (5) working days in which to select placement on layoff list(s) and/or an option in lieu of layoff.

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

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

32.3 Probationary Employees

Employees with permanent status will not be separated from state service through a layoff action without first being offered positions they have the skills and abilities to perform within their current job classification within the layoff unit currently held by probationary employees.

32.4 Layoff Options

A. When an employee is designated for layoff, the Employer will determine if the employee possesses the required skills and abilities for the position and the comparability (including, but not limited to classification, work hours, FTE, and geographic location) of the position. The Employer may require updated information from the employee regarding their current skills and abilities. Available options will be ranked in descending order as described below. Employees will be provided with the highest-ranked option and, if available, the highest-ranked available option that involves a vacant position. Employees may elect the option involving a vacant position when such an option is available:

1. A funded vacant position for which the employee has the skills and abilities, within their current job classification.
2. A funded filled position for which the employee has the skills and abilities, within their current job classification that is held by an employee with less seniority. The search for this option begins with the position held by the least senior employee in

the classification and continues upwards in terms of seniority until the search reaches a position occupied by an employee with equal or greater seniority to that of the employee who is being laid off. Bumping options should be examined using the following scenario as a guide:

Example:

Employees A, B, C and D are all Communication Consultant 2's and they are all in the same layoff unit. Employee A is the most senior, Then Employee B, C and D respectively. Due to the lack of funding in the program, Employee A's position is being eliminated and Employee A is being laid off.

To determine if Employee A has a "bump" option provided for in Article 32.4.A.2 the following occurs:

First, examine the least senior Communication Consultant 2's position (Employee D) to determine if Employee A has the skills and abilities for the position. If Employee A does not have the required skills and abilities for the position held by Employee D, Employee A cannot bump Employee D.

Next, examine the next least senior Communication Consultant 2's position (Employee C) to determine if Employee A has the skills and abilities for the position. If Employee A does not have the required skills and abilities for the position held by Employee C, Employee A cannot bump Employee C.

Next, examine the next least senior Communication Consultant 2's position (Employee B) to determine if Employee A has the skills and abilities for the position. If Employee A has the skills and abilities for the position held by Employee B, Employee A can bump into Employee B's position.

3. A funded vacant position for which the employee has the skills and abilities, in the lower job classification within the same job classification series.
4. A funded filled position for which the employee has the skills and abilities, in the lower job classification within the same job classification series held by an employee with less seniority. The search for this option begins with the position held by the least senior employee in the classification and continues upwards in terms of seniority until the search reaches a position occupied by an employee with equal or greater seniority to that of the employee who is being laid off.
5. A funded vacant position for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status.
6. A funded filled position for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status held by an employee with less seniority. The search for this option begins with the position held by the least senior employee in the classification and continues upwards in terms of

seniority until the search reaches a position occupied by an employee with equal or greater seniority to that of the employee who is being laid off.

7. A funded vacant position within their bargaining unit, at the same or lower salary range as their current permanent position, for which the employee has professionally demonstrated the skills and abilities, in writing. “Professionally demonstrated skills and abilities” is defined by work experience and/or related education and/or training that is comparable to required qualifications as stated in the current desk description. The employee need not have previously held permanent status in this classification.
- B. In options 1 and 2 above, if the funded position being offered to an employee scheduled for layoff is less than a comparable position, the designated laid-off employee may accept the offer or be offered an additional option, as specified above.

32.5 Project Employee Layoff Rights

- A. Project employees designated for layoff shall have layoff rights within their project. Options will be determined using the procedure outlined in Article 32.4 above with the exception of Sub-Article 32.4.A.7.
- B. Permanent status employees who left regular classified positions to accept project employment without a break in service have layoff rights based on the job classification in which they held permanent status immediately prior to accepting project employment.

32.6 Layoff Lists

- A. Layoff lists for bargaining unit positions shall be kept by each job classification with employees ranked by seniority. The names of permanent employees who have been laid off shall be placed on layoff lists for jobs in which they held permanent status and all lower positions in the class series which the employee was laid off within PSE bargaining units. Additionally, if an employee selects an option to layoff which is not comparable to the job classification held at the time of layoff, as determined by Human Resources, the employee may request placement on the layoff list for the job classification held at the time of layoff.
- B. If an employee accepts a position from the layoff list that is less than the FTE the employee held at the time of placement on the layoff list, and that employee is still active on the layoff list, then if that employee is subsequently laid off from the lesser FTE position, their bumping rights are to a position at the same FTE as that of their layoff list status.
- C. Employees will remain on the layoff list for up to three (3) years. However, an employee who is offered a comparable position and refuses the offer will have their name removed from the appropriate layoff list after three (3) refusals.

- D. When a vacancy occurs and where there are names on the appropriate layoff list, the Employer will consider laid-off employees in accordance with Article 27, who have the skills and abilities to perform the duties of the position to be filled regardless of appointment percentage or FTE.
- E. When the Employer intends to accomplish work with a temporary appointment, requiring ten (10) working days or more in a month, the Employer will offer the temporary appointment to the employee on the layoff list who was performing that work prior to their layoff. If the temporary appointment requires work for less than ten (10) days in a month, the Employer will give first consideration to those individuals on the layoff list who previously performed the work prior to their layoff. The provisions of this subsection do not apply to employees who have been on the layoff list for more than one (1) year. Refusal to accept a temporary appointment does not remove the individual from the layoff list. Acceptance of a temporary appointment will not remove the individual from the layoff list.

32.7 Reinstatement of Benefits Following Layoff

If an employee accepts appointment into a position from the layoff list, the Employer will pay the employee the salary they received prior to layoff unless that salary is greater than the top step of the new range, in which case the employee will be placed at the top step of the new range. An employee appointed from a layoff list shall be credited with sick leave and seniority accrued at the time of layoff.

Article 33 Temporary Appointment

33.1 Temporary Appointments

The Employer may make temporary appointments. Individuals in temporary appointments (including, if permitted by the State, non-permanent appointments) are limited to terms of service as provided by applicable State civil service rule.

A. Represented Individuals

Excluding students, individuals in temporary appointments who work between three hundred fifty (350) hours and one thousand fifty (1,050) hours in the past twelve (12) month period, as defined in the Public Employment Relations Commission's (PERC) decisions 9989 and 9990 or as subsequently modified by PERC, who are members of the bargaining units identified in Appendix A represented by PSE, are governed by the specific terms of this Article. Unless identified in Section 33.6, below, no other Articles in this Agreement apply to represented individuals.

B. Non-Represented Individuals

All other individuals, including students, in temporary appointments who work less than one thousand fifty (1,050) hours in the past twelve (12) month period defined above are not covered by this Agreement.

The Employer may petition the Director of the Department of Personnel for approval of exceptions to the applicable civil service rules limiting temporary appointments. The Employer will provide PSE with a copy of the petition.

33.2 Compensation

- A. New temporary employees will be assigned a starting salary on the appropriate classification salary grid.
- B. In the event of a general salary increase covering the salary schedule for classified employees is implemented, such general salary increases shall apply to the temporary employees assigned to that salary grid.

33.3 Overtime-Eligible Employees Hours of Work and Overtime

The Employer will assign the hours of work for overtime-eligible represented individuals. All hours worked in excess of forty (40) hours in a seven (7) day workweek constitutes overtime. Overtime hours will be compensated at a rate of one and one-half (1 ½) times the overtime-eligible represented individual's regular rate of pay.

33.4 Release Time for Interviews

Paid release time may be granted to represented individuals during the individuals scheduled work hours for the purposes of interviewing for positions within Western Washington University.

33.5 Medical Appointment/Absence

The employer may provide a temporary employee with a flexible schedule to accommodate a medical appointment or absence.

33.6 Seniority Credit and Use of Vacation Leave

A temporary employee performing the full scope of duties will receive credit toward their seniority date, and credit toward the six (6) month requirement for use of vacation leave described in Article 18.3 for time worked if hired into the same position and same department.

33.7 Probationary Period

If a temporary employee is hired as a permanent employee into the same position and same department without a break in service, the employee will serve a probationary period as described in Section 30.1; provided that the combined length of the employee's temporary service, probationary period and any extensions of the probationary period will not exceed twelve (12) months.

33.8 Other Provisions

The following articles in this Agreement apply to represented individuals:

- A. Childcare;

- B. Union Membership and Check Off;
- C. Employee Assistance Program;
- D. Scope of Agreement;
- E. Labor/Management Committee;
- F. Management Rights;
- G. Non-discrimination and Affirmative Action;
- H. Parking;
- I. Personnel Files;
- J. Health and Safety;
- K. Term of Agreement;
- L. Authorized Per Diem and Mileage; and
- M. Uniforms and Equipment.

33.9 **Grievance**

For the purposes of this Section, a grievance is defined as an allegation by a represented individual or group of represented individuals that there has been a violation, misapplication, or misinterpretation, of a provision of this Agreement that is applicable to represented individuals.

- A. The provisions of Article 37, Grievance Procedure, apply to represented individuals as follows:

37.1 Applies in its entirety

37.2 Applies in its entirety

37.2 through 37.5 Applies in its entirety

37.6 Step 1 Applies in its entirety

37.6 Step 2 Applies in its entirety

The remainder of Article 37, Grievance Procedure, does not apply.

Article 34 Performance Evaluation and Coaching

34.1 Overview

Employee work performance will be evaluated during probationary and trial service periods and annually thereafter. Immediate supervisors will meet with employees at the start of their review period to discuss performance expectations. Employees will receive written copies of their performance expectations as well as written notification of any modifications made during the review period.

34.2 Probationary Period Progress Evaluation

Probationary employees shall receive coaching, as described in Section 34.3, and a performance evaluation to discuss the employee's progress in the job during the probationary period. Immediate supervisors will meet with employees at the start of their review period to discuss performance expectations. Employees will receive a written copy of their performance expectations as well as written notification of any modifications made during the review period.

34.3 Coaching

Coaching, job-related instruction, open clear communications, and clear job performance expectations are vital to employee success. Coaching, including informal discussions between the employee and supervisor, is an ongoing element of professional growth and performance management. Supervisors may follow coaching discussions with an action plan for additional development.

34.4 Evaluation Form

As part of the performance evaluation process, employees will be provided with a written performance evaluation on a standard form selected by the Employer, which will include a signature line for the employee to acknowledge receipt of the evaluation and a space to record the employee's comments regarding the evaluation. The completed performance evaluation form, including the employee's comments, will be maintained in the employee's personnel file. A copy of the evaluation will be given to the employee.

34.5 Performance Evaluations

The evaluation is intended to convey the supervisor's opinion of the employee's performance in relation to the job standards and expectations for the employee's position, including such factors as initiative, job knowledge, follow-through, effectiveness, professionalism, attitude and judgment. Employee performance evaluations shall not be used to initiate personnel actions such as transfers, promotions, or discipline. The specific contents of performance evaluations are not subject to the grievance procedure in Article 37.

34.6 Performance Issues

Performance issues should be brought to the attention of the employee at the time the supervisor becomes aware of the issue(s) in order to give the employee the opportunity to address the concern with the supervisor in a timely manner. The University supports the resolution of performance issues through corrective action and, where appropriate, progressive discipline as described in Article 36. Generally, corrective action is a preferred starting point to resolving performance issues. Supervisors may follow up with written documentation of the performance issue, including any performance improvement plan. Corrective action and performance improvement plans are not considered disciplinary actions.

34.7 Unsatisfactory Level of Performance

All performance evaluations reflecting an unsatisfactory level of performance in one (1) or more categories shall state specific reasons for the unsatisfactory evaluation, and action necessary by the employee to improve the unsatisfactory performance, including any recommended training. The employee's performance in the unsatisfactory category shall be periodically reviewed in a conference with the employee and the immediate supervisor, until such time as the problem causing the unsatisfactory performance review has been resolved. When the immediate supervisor determines that the employee has improved their performance to a satisfactory level, a written acknowledgement of that fact will be attached to the evaluation at issue.

Article 35 Personnel Files

35.1 Maintenance of Personnel Files

The Employer shall maintain in the Human Resources Department one (1) 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.

35.2 Employee Right to Review

Each employee shall have the right to review the entire contents of their personnel file. Such review shall be in the presence of a Human Resources representative during business hours. During the review, an official or representative of PSE may be present, and the employee may initial and photocopy any material in the file. With such authorization as is required by law, a PSE staff representative, or PSE employee representative, may review an employee's file. The Employer may charge a fee, equivalent to what the University charges for a public records request, for copying any materials beyond the first copy requested by the employee or their representative.

35.3 Copies of Personnel File Material

Employees shall be provided a copy of all material relating to discipline or performance that is placed in their personnel file within five (5) days of its insertion.

35.4 Written Rebuttals

An employee may, at any time, submit for inclusion in the personnel file, a written rebuttal or comment regarding materials placed in their file.

35.5 Removal of Material

An employee may request that the Director of Human Resources remove or destroy material that the employee believe to be false, frivolous, irrelevant, or to have been improperly included in the file. All adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrong doing, shall be promptly removed from the employee's files and destroyed, however, the information may be retained if the employee requests that the information is kept in their file; or retained by the Employer in a legal defense file if the information is related to pending legal action or legal actions may reasonably be expected to result.

35.6 Public Disclosure

When documents contained in a unit employee's official personnel file are subject to a public disclosure request by the general public, other government agencies or any other person under RCW 42.56, the Employer shall take the following actions prior to disclosure:

- A. Promptly notify affected employee(s) of the request.
- B. Provide a copy of the requested document(s) to the affected employee(s), if they so desire.
- C. Provide an opportunity to the affected employee(s), within seventy-two (72) hours of notification, to consult with the Employer on the public disclosure request.
- D. Upon consultation with the Employer, the employee may request an additional five (5) calendar days in which to seek an injunction preventing provision of the documents to the requesting party.

35.7 Supervisor Working Files

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

35.8 Medical Information Files

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

Article 36 Discipline and Discharge

36.1 Cause for Discipline

All disciplinary actions for employees who have successfully completed their probation period shall be for just cause. The Employer may discipline or discharge an employee during the probation period without recourse to the grievance procedure; provided that employees who are discharged during their probation period shall be entitled upon request to an exit interview during which the employee may ask the Employer to reconsider its decision.

36.2 Progressive Discipline

A. Use of Progressive Discipline

Disciplinary action shall be progressive in nature, and may include written reprimand, suspension, reduction in pay, demotion or discharge. The Employer shall tailor discipline to respond to the nature and severity of the offense, as well as the employee's prior disciplinary record. Oral or written corrective action is not discipline.

B. Discipline for Serious Misconduct

Consistent with the principles of progressive discipline, the Employer may suspend, reduce pay, demote or discharge an employee for a first offense in circumstances of serious misconduct.

36.3 Investigations

A. Representation

Prior to any investigatory interview which could result in discipline, the affected employee shall be informed that they have the right to Union representation. Upon request, the employee shall be permitted a reasonable period of time to arrange for participation of a PSE representative or bargaining unit shop steward, as is appropriate and timely to the situation.

B. Duty to Cooperate

Employees have an obligation to cooperate with investigations conducted by the Employer. Failure to do so may be considered insubordination and may be grounds for discipline.

C. Meetings

Investigatory interviews and other meetings related to disciplinary action shall be conducted on the employee's paid time and, unless the circumstances otherwise require, during an employee's regularly scheduled work time.

D. Administrative Leave

The Employer may, at its discretion, place employees on paid administrative leave during disciplinary investigations. Employees on such paid administrative leave must remain available during their normal hours of work. Paid administrative leave is not discipline and is not subject to the grievance procedure.

36.4 Pre-Disciplinary Procedure

If the Employer intends to impose discipline that involves a loss of pay or termination of employment, the following pre-disciplinary procedure shall apply:

A. Notice of Intent to Discipline

The Employer shall inform the employee and PSE of the proposed discipline in writing. The written notice shall describe the event or conduct with sufficient particularity to permit the employee to understand the reason for the proposed discipline and to respond to any charges. The notice will also inform the employee of the right to PSE representation at a Pre-Disciplinary Meeting. The written notice will be furnished directly to the employee during employee's working hours or, if this is not possible, sent by certified mail to the employee's last known address.

B. Request for Information

Upon request, an employee or PSE will be provided with copies of any documents or witness statements upon which the Employer is relying for the proposed disciplinary action. No disciplinary action will be implemented based solely on anonymous charges or complaints.

C. Pre-Disciplinary Meeting

The Employer will schedule a Pre-Disciplinary Meeting to permit the employee to respond to a notice of intent to discipline. At the beginning of any Pre-Disciplinary Meeting, the Employer will describe its proposed discipline and the reasons for issuing the proposed discipline.

D. Disciplinary Decision

No later than fourteen (14) calendar days after the close of the Pre- Disciplinary Meeting, the Employer shall inform the employee and PSE of its decision in writing. The written notice will include the specific cause for any discipline issued, and will inform the employee of their right to grieve. If the disciplinary decision involves a suspension or a permanent reduction in pay, the notice will set an effective date for the disciplinary action of at least fifteen (15) calendar days from the date the notice was prepared.

36.5 Job Abandonment

An employee who is absent without approval or contact for more than three (3) consecutive workdays will be presumed to have abandoned their position, and will be notified in writing of the Employer's intent to terminate their employment. The written notice will provide a reasonable timeline during which the employee may respond to the notice.

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.

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.

Article 37 Grievance and Procedure

37.1 Dispute Resolution

PSE and the Employer encourage problem resolution between employees and management, and are committed to resolving disputes at the earliest opportunity and at the lowest level possible. The procedure set forth in this Article shall be the exclusive means of resolving grievances.

37.2 Grievance Defined

- A. A grievance is a dispute between the Employer and PSE, an employee, or a group of employees as to the interpretation, application or violation of any terms or provisions of this Agreement.
- B. Grievances shall be presented on a form mutually agreed upon by the Parties.
- C. No newly alleged violations and/or remedies may be made after the initial written grievance is filed, except by written mutual agreement.
- D. If the Employer provides the requested remedy or mutually agreed upon alternative, the grievance will be considered resolved and may not be moved to the next step.
- E. If resolved or withdrawn, said grievance cannot be resubmitted.
- F. Release time will be provided to grievants and PSE representatives in accordance with the Agreement.

37.3 Time Limits

- A. Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If PSE, on behalf of the employee(s), fails to act or respond within the specified time limits, the grievance will be considered waived. If the Employer fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.
- B. Days are calendar days and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday, or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday.
- C. Transmittal of grievances, appeals, and responses will be in writing.

37.4 Filing a Grievance

Grievances may be filed by PSE on behalf of an employee or group of employees. If PSE does so, it will set forth the name of the employee or the names of the group of employees. Employees may be represented by PSE in any meetings scheduled by the Employer to discuss a pending or threatened grievance as provided for in this Article 37.

37.5 Informal Discussion

Employees are encouraged to attempt to resolve complaints through informal discussion with their supervisors prior to filing a grievance.

37.6 Process

A. Step 1

Regardless of the status of any informal discussions between an employee and their supervisor, PSE, on behalf of the aggrieved employee(s), shall submit the grievance in writing to the Department Head or designee within twenty-eight (28) calendar days of the events giving rise to the grievance, or the date the employee(s) or PSE knew or could reasonably have been expected to know of such events. The written statement shall include the facts giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. The Department Head or designee shall respond to the grievance in writing within fourteen (14) calendar days of its receipt.

B. Step 2

Should Step 1 fail to resolve the grievance, PSE shall, within fourteen (14) calendar days after receipt of the Department Head's or designee's response, submit the grievance in writing to the Director of Human Resources. The Director of Human Resources shall respond in writing within fourteen (14) calendar days following receipt of PSE's grievance.

1. Option of Mediation

Upon mutual agreement, the parties may elect to suspend deadlines on a grievance that has proceeded to Step 2 of the grievance procedure while the matter is submitted to voluntary mediation. Requests for mediation shall be filed through the Public Employees Relations Commission (PERC). Meetings will be held at a mutually agreeable location. If the parties are unable to reach agreement to conduct mediation or if the matter is not resolved during mediation, PSE may, within fourteen (14) calendar days, request a Pre-Arbitration (PARM) Review or file a demand to arbitrate the matter.

C. Step 3 – Pre-Arbitration Review

If the grievance is not resolved at Step 2 or mediation, PSE may request a pre-arbitration review (with a copy of the grievance and all responses attached). It will be

filed with the Director of Human Resources or their designee within fourteen (14) calendar days of receipt of the Step 2 decision or conclusion of mediation. Within fourteen (14) calendar days of the receipt of the pre-arbitration demand, the Employer will discuss the need to schedule a pre-arbitration review meeting with PSE. If agreed, the Employer and PSE will meet within thirty (30) days to review and attempt to settle the dispute. The grievant may be available for consultation, if necessary.

If the matter is not resolved at a pre-arbitration meeting, or if the Employer rejects the request for a pre-arbitration meeting in writing, PSE will submit a written demand for arbitration to the Director of Human Resources or their designee within fourteen (14) calendar days of the pre-arbitration meeting or the Employer's rejection of the meeting request.

D. Step 4 – Arbitration

The Parties shall confer and attempt to agree on a neutral arbitrator. If no agreement has been reached within fourteen (14) calendar days of PSE's request to arbitrate, and PSE wishes to pursue the grievance, PSE shall request a list of eleven (11) arbitrators from the AAA. The list will be requested within fourteen (14) calendar days of the parties' conference regarding a neutral arbitrator. It will be limited to arbitrators from Washington and/or Oregon. Within fourteen (14) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives will confer to select an arbitrator. The parties will each strike five (5) arbitrators from the list in an alternating order, and the remaining arbitrator will hear the dispute. The party exercising the first strike will be the loser of a flip of a coin.

1. The arbitrator will take testimony, hear arguments on and decide issues of arbitrability before the first day of arbitration at a time agreed to by the parties, through written briefs, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.
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 their power shall be limited to interpretation or application of the express terms of this Agreement.
3. The Arbitrator shall issue written decision to the parties within thirty (30) days of the close of the hearing or the submission of post-hearing briefs, whichever is later. The decision shall be final, conclusive and binding on the Employer, PSE and the employee(s); provided that the decision does not include action by the arbitrator beyond their jurisdiction.
4. The Arbitrator's award may include back pay to the grievant(s); provided that no such back pay award shall exceed the actual loss to the grievant, and all awards shall be reduced by any replacement compensation received by the employee.

5. When an employee is subpoenaed as a witness on behalf of PSE in an arbitration case, the employee may appear without loss of pay if the employee appears during their work time; provided the testimony given is relevant and related to their job function or involves matters they have witnessed. Every effort will be made to avoid the presentation of repetitive witnesses.
6. Except as provided in Section E above, each party shall pay the compensation and expenses (including travel and any per diem expenses) for its own representatives and witnesses, including attorneys' fees. The parties will share equally the costs and expenses of the arbitrator and the cost of a hearing room if the hearing is conducted in a neutral location.
7. Either party may choose to use a court reporter at an arbitration hearing. If that party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for one-half (1/2) of the costs of the fee for the court reporter, the original transcript and a copy.
8. If, after the arbitrator issues the award, either party files a motion with the arbitrator for reconsideration, the moving party will bear the additional expenses of the arbitrator.

37.7 Removal of Documents

All adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrong doing, shall be promptly removed from the employee's files and destroyed; however, the information may be retained if the employee requests that the information is kept in their file, or retained by the Employer in a legal defense file if the information is related to pending legal action or legal action may reasonably be expected to result.

37.8 No Retaliation

Employees shall not be disciplined for participating in grievances filed under this Article.

Article 38 Job Contracting/Bargaining Unit Integrity

38.1 Contracting for Services

- A. The Employer may contract for services customarily and historically performed by employees only as permitted by RCW 41.06.142 and WAC 236-5 1, and as authorized by applicable law existing prior to July 1, 2005.
- B. "Contracting out" occurs when the work is transferred to employees of another employer.
- C. Prior to contracting out for services customarily and historically performed by bargaining unit members, Western shall:

1. Notify the Union of the intent to contract services except that, in the event of emergencies or mandated conditions requiring immediate implementation, Western will notify PSE within three (3) days.
2. Satisfy any collective bargaining obligation under RCW 41.80. PSE shall have twenty-one (21) calendar days from receipt of the written notice to request negotiations. The request must be in writing and sent to the Human Resources Director or their designee. Unless otherwise agreed, the parties will begin bargaining within thirty (30) calendar days of the receipt of the request to bargain. If PSE does not request negotiations within twenty-one (21) calendar days, the Employer may purchase services without bargaining.

38.2 Removal of Bargaining Unit Work

- A. Prior to any permanent assignment of PSE bargaining unit work, as that term is defined and interpreted by the Public Employment Relations Commission (“PERC”), to University employees outside the bargaining unit, the University shall:
 1. Notify the Union of its intent to assign bargaining unit work outside of the bargaining unit.
 2. Satisfy any collective bargaining obligation under RCW 41.80. PSE shall have twenty-one (21) calendar days from receipt of the written notice to request negotiations. The request must be in writing and sent to the Human Resources Director or their designee. Unless otherwise agreed, the parties will begin bargaining within thirty (30) calendar days of the receipt of the request to bargain. If PSE does not request negotiations within twenty-one (21) calendar days, the Employer may implement its proposal without bargaining.
- B. If the Union becomes aware that employees outside of the bargaining unit have been assigned bargaining unit work, as that term is defined and interpreted by the Public Employment Relations Commission (“PERC”):
 1. The Union may request negotiation of the assignment of such work and the University shall satisfy any collective bargaining obligation under RCW 41.80. PSE shall have twenty-one (21) calendar days from the date they received notice of such assignment to request negotiations. The request must be in writing and sent to the Human Resources Director or their designee. Unless otherwise agreed, the parties will begin bargaining within thirty (30) calendar days of the receipt of the request to bargain. If PSE does not request negotiations within twenty-one (21) calendar days, the assignment of work may be implemented without bargaining.

Article 39 Training and Development

39.1 Development and Training Program

The Employer agrees to establish and maintain a budgeted program related to job and promotional training.

39.2 Employee Requests for Training

Employees may submit a request for training to their supervisors. Training requests may be aimed at improving the employee's ability to perform job duties, or preparing the employee for promotional opportunities. Requests will be considered based on operational needs and budget considerations. An employee whose request for training is denied will be informed of the reason for the denial. If requested by the employee, the rationale for denying a training request will be provided in writing within five (5) working days. Training and professional development goals may be identified by the supervisor and/or employee as part of the employee's onboarding and performance review processes.

39.3 Approved Training Time and Expenses

Time spent in training approved by the Employer shall be considered work time. Time spent in travel related to training will be compensated in accordance with state and federal law. Travel or other expenses incurred as a result of approved training will be reimbursed in accord with guidelines established by the state Office of Financial Management.

39.4 Tuition Waiver Program

The Employer recognizes the value of education in the personal development of employees. To encourage employees who wish to enhance their careers or personal opportunities through education, employees who have completed their probationary period are eligible to participate in the Employer's tuition waiver program as provided in RCW 28B.15.558.

Article 40 Licensure and Certification

40.1 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.

40.2 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 41 Travel

41.1 Travel Expense Reimbursement

Allowable travel expenses including mileage, meals and accommodations that are incurred when approved to travel for the performance of official duties shall be reimbursed up to approved per diem rates in accordance with Washington State law/regulations and University policies and practices.

41.2 Use of Personal Vehicle

Employees who use their personal vehicle for business purposes because an Employer vehicle is not readily available will be reimbursed for mileage and parking fees incurred during such use.

Article 42 Parking and Transportation

42.1 Alternate Means of Transportation

The Employer will continue to encourage but not require employees covered by this Agreement to use alternate means of transportation to commute to and from work in order to reduce traffic congestion, improve air quality and reduce the need for parking.

42.2 Commute Trip Reduction

The Employer may provide trip reduction incentives and other Commute Trip Reduction (CTR) programs consistent with the Western CTR program and available resources.

42.3 Parking Rates

- A. Parking rates shall be established by the Employer based on recommendations from the Parking Transportation Advisory Committee. The Employer's parking rates will be as provided in Appendix B. If, as a result of a recommendation by the Parking Transportation Advisory Committee, (with representation from PSE), parking rates are proposed to be increased, the Employer will satisfy its collective bargaining obligation as outlined in Article 48.5. However, parking rates charged to employees will not be increased by a percentage more than that of any general wage increase for all PSE employees.

- B. In the event another represented group of university employees, not covered by this Agreement, is permitted to purchase employee-parking permits at a lower rate, the lower rate will automatically be applied to employees covered by this Agreement.

Article 43 Employee Assistance

43.1 Employee Assistance Program

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

Article 44 Childcare

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

Article 45 Uniforms and Equipment

45.1 Cost of Uniform or Safety Equipment

The Employer shall provide and maintain, at no cost to the employee, any uniform or safety equipment required by the Employer, OSHA, WISHA, L&I or other controlling authority.

45.2 Employer Provided Equipment

The Employer will provide employees with required safety devices, personal protective equipment and apparel, including safety glasses, hearing protection, gloves, hard hats, and face shields.

45.3 Safety Shoes Allowance

The Employer will provide an allowance sufficient to purchase safety shoes to those employees required to wear safety shoes. Employees who, for reasons of personal preference, choose a model of safety shoe that costs more than the Employer-provided allowance must pay any additional cost associated with their choice of shoe.

45.4 Cleaning

The Employer will make available a cleaning service for cleaning Employer-required safety clothing.

45.5 Cost of Tools or Equipment

The Employer shall provide employees, at no cost, all tools and equipment required to perform their duties.

Article 46 Health and Safety

46.1 Responsibility for Safety

The Employer, employees and PSE share responsibility for workplace safety. The Employer will provide a work environment that complies with applicable safety standards established by the Washington Industrial Safety and Health Act (WISHA) or other controlling authority.

Employees may request through their supervisors an assessment of their position and/or work station to address exposure to hazards, ergonomic issues and/or other safety issues. Such assessments will be conducted by the Employer's Environmental Health and Safety staff. Recommendations for alterations to a job or work station identified during an assessment will be shared in writing with the affected employee, their supervisor and PSE.

The Employer shall endeavor to provide proper desks, chairs, and other appropriate equipment for workstations equipped with computers. Employees will be trained in the proper use of equipment to maximize operator comfort and efficiency.

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.

PSE will work cooperatively with the Employer on safety-related matters and encourage employees to work in a safe manner.

46.2 Unsafe Assignments

Employees who are given an assignment that they reasonably believe will be detrimental to their health shall immediately notify their supervisor. The employee will not be required to perform the alleged unsafe assignment until the matter has been reviewed by Environmental Health and Safety staff, a union representative and the employee's supervisor or a higher level supervisor. The employee will be provided with a signed written report containing the results of the review. If such a review does not resolve the matter, it may be referred to the Director of Environmental Health and Safety or the Department of Labor and Industries for resolution.

46.3 Unsafe Work Areas

In the event the Employer determines that an employee's work area is unsafe, or that the employee is being or has been exposed to hazardous levels of fumes, chemicals, or other substances the Employer will notify the employee as soon as possible of the potential danger or exposure, and will take the actions appropriate to remedy the unsafe condition.

46.4 Hazardous Materials

Employees shall be responsible for handling hazardous materials in accordance with all governmental regulations and Employer policies regarding such materials. The Employer shall provide employees with appropriate training regarding hazardous materials used in the employee's work.

46.5 Excessive Heat Conditions

Employee concerns over excessive heat at their work locations should be reported and will be addressed according to University policies and procedures. In the event that adjustments cannot be made to ensure that the work location meets reasonable standards of heat and climate control, the University will consider temporarily relocating the employee, adjusting their schedule or taking other mitigation measures until the heat issues resolve.

46.6 Safety Training

The Employer will provide employees with appropriate training regarding the identification of hazards they confront as part of their work responsibilities, and the proper way to address or eliminate risks posed by those hazards.

46.7 Facilities

Adequate lunchrooms, washrooms and toilet facilities will be provided and available for use of employees, regardless of gender. These facilities are not to be used for any other purpose (e.g., storage, office space, etc.) which would render them inadequate.

46.8 Smoking and Using Vaporizing Devices Policy

Employees and the Employer are expected to comply with University Policy POL-U5950.12, Smoking or Using Vaporizing Devices, and RCW 70.160.

46.9 Disputes Regarding Safety Issues

Employees may, through PSE, challenge safety issues through the grievance procedure, or through a complaint to the Department of Labor and Industries, but not both.

Article 47 Voluntary Employees Beneficiary Association (VEBA)

47.1 Maintenance of VEBA Plan

The Employer will maintain its Voluntary Employees' Beneficiary Association medical expense 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. In the event of a tie, the default for the calendar year will follow the determination from the prior 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 48 Scope of Agreement

48.1 Relationship to WAC 357

This Agreement supersedes all provisions of WAC 357 not expressly incorporated by reference in this Agreement.

48.2 Relationship to Employer Policies

This Agreement supersedes specific provisions of Employer policy with which it conflicts. Absent such a conflict, employees will be subject to all Employer policies.

48.3 Severability

If any article, section, or provision of this Agreement is held unlawful by a court or administrative agency of competent jurisdiction, such holding or judgment shall be confined to the article, section or provision of this Agreement directly specified in the holding or judgment. The remainder of the Agreement shall remain in full force and effect. As soon as practical following any ruling invalidating a provision of this Agreement, the parties will meet to negotiate regarding a substitute provision.

48.4 Reopening Process

This Agreement may be reopened during its term by the mutual agreement of both parties. All requests for reopening negotiations regarding an issue shall be in writing and shall specify items proposed for consideration.

48.5 Bargaining Regarding Changes to Mandatory Subjects

- A. Except as provided in this Agreement or by applicable law, the Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify PSE, with a copy to the Local President and the field representative, of the proposed changes and PSE may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. In the event PSE does not request discussions and/or negotiations within twenty-one (21) calendar days, the Employer may implement the changes without further discussions and/or negotiations. Unless otherwise agreed, the parties will begin bargaining within thirty (30) calendar days of the receipt of the request to bargain. If PSE does request discussions and/or negotiations, the Employer will bargain in good faith until an agreement is reached or the parties reach impasse. Upon mutual agreement, the parties may participate in mediation over unresolved issues. The Employer will not implement its proposed change unless the parties have reached impasse and have completed any agreed to mediation. There may be emergency or mandated conditions that are outside of the Employer's control requiring

immediate implementation, in which case the Employer will notify PSE as soon as possible.

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

Article 49 No Strike/No Lockout

49.1 No Strike, Slowdown, Work Stoppage or Lockout

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

49.2 Any action of an employee in refusing to cross, for their her own personal safety, a picket line at the University's premises in case of an officially declared and recognized strike by another employee union representing employees working for the University, shall not constitute a violation of this Article, provided that such a decision shall be made freely by the employee without coercion by either the University or the Union, provided further than nothing herein shall preclude the University from continuing to operate the University with or without temporary replacement personnel. If an employee chooses to not cross a picket line under this provision, and chooses to not be or cannot be reassigned to an alternate work location, the employee must report time the employee is absent from work as either vacation leave, paid compensatory leave, or leave without pay.

Article 50 Term of Agreement

50.1 Term and Duration

The term of this Agreement shall be the date it is fully ratified through June 30, 2023; provided that if this Agreement expires while negotiations between the parties are underway for a successor agreement, the terms and conditions of this Agreement will remain in effect until the earlier of the date a successor agreement becomes effective or midnight June 30, 2024.

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this ___ day of _____, 2021.

For Public School Employees of Washington
Western Washington University:

President, Western Chapter

For Western Washington University:

Chyerl Wolfe-Lee
Associate Vice President for Human Resources

DRAFT

Appendix A
Bargaining Units Represented by Public School Employees of Washington

Bargaining Unit D (BUD)

Non-supervisory civil service employees of Western Washington University who oversee student workers performing office-clerical and administrative support functions, excluding confidential employees, internal auditors, supervisors, employees in other bargaining units, and employees historically excluded by orders of the Washington Personnel Board and its predecessors.

and

Supervisory civil service employees of Western Washington University who supervise civil service employees performing office-clerical and administrative support functions, excluding confidential employees, internal auditors, non-supervisory employees, employees in other bargaining units, and employees historically excluded by orders of the Washington Personnel Resources Board or its predecessors.

Professional And Technical Employees Bargaining Unit (Pte)

All full-time and regular part-time professional and technical employees of Western Washington University, excluding supervisors and employees excluded from the coverage of the state civil service law.

Job Titles

The following job titles are in use as of July 1, 2010. This list is for descriptive purposes only and does not mean that the jobs will continue to exist nor is it intended to be all inclusive or limit the scope of the bargaining units as identified in this Appendix A by excluding new, modified, or overlooked classifications performing duties similar in nature to duties historically performed by members of the bargaining units. If the job title has a common abbreviation for use in Western's Banner HR System, the abbreviation will follow the title.

Bargaining Unit D:

Job Title

Administrative Services Manager A *(Admin Services Manager A)*

Administrative Services Manager B *(Admin Services Manager B)*

Administrative Assistant 3

Administrative Assistant 4

Bookstore Manager

Assistant Central Services Supervisor 1

Fiscal Analyst 4

Fiscal Specialist Supervisor Fiscal

Technician Supervisor Grant and

Contract Supervisor

Information Technology Specialist 4 *(Information Technology Spec 4)*

Instructional/Classroom Support Technician 4 *(Instruct/Clstrm Support Tech 4)*
 Library/Archives Paraprofessional 4
 Library/Archives Paraprofessional 5
 Library/Archives Paraprofessional 6
 Office Support Supervisor 1
 Office Support Supervisor 2
 Parking Supervisor 1
 Procurement and Supply Specialist 4
 Program Manager A
 Program Manager B
 Program Support Supervisor 1
 Program Support Supervisor 2
 Research Technologist Supervisor *(Research Technologist Sup)*
 Secretary Supervisor
 Speech Pathology/Audiology Specialist 3 *(Speech Path/Audio Spec 3)*
 Sports Equipment Manager 2

Professional And Technical Employees Bargaining Unit:

Job Title

Architect 2
 Biomedical Electronics Technician Lead *(Biomedical Electronics Tech Ld)*
 Budget Analyst 2
 Budget Analyst 3
 Budget Analyst 4
 Commerce Specialist 3
 Communication Consultant 2
 Communication Consultant 3
 Construction Project Coordinator 2
 Construction Project Coordinator 3
 Early Childhood Program Specialist 2 *(Early Childhood Program Spec 2)*
 Early Childhood Program Specialist 3 *(Early Childhood Program Spec 3)*
 Engineering Technician 2 *(Engineering Tech 2)*
 Engineering Technician Lead Facilities Engineer 2
 Facilities Engineer 3
 Facilities Planner 1
 Fire Protection Engineer Fiscal Analyst 1
 Fiscal Analyst 2
 Grant and Contract Specialist
 Graphic Designer
 Industrial Hygienist 3
 Information Technology Technician 2 *(Information Technology Tech 2)*
 Information Technology Specialist 1 *(Information Technology Spec 1)*
 Information Technology Specialist 2 *(Information Technology Spec 2)*
 Information Technology Specialist 4 *(Information Technology Spec 4)*
 Instructional/Classroom Support Technician 2 *(Instruct/Clstrm Support Tech 2)*
 Instructional/Classroom Support Technician 3 *(Instruct/Clstrm Support Tech 3)*
 Interior Designer

Library/Archival Professional 3	
Library/Archival Professional 1	
Library/Archives Paraprofessional 3 – Library Material Conservation Specialist Library/Archives Paraprofessional 6	
Licensed Practical Nurse 2	
Management Analyst 3	
Management Analyst 4	
Marine Technologist 1	
Mechanical Engineer 3	
Media Engineer B Medical Assistant	
Preservation & Museum Specialist 2	<i>(Preservation & Museum Spec 2)</i>
Preservation & Museum Specialist 3	<i>(Preservation & Museum Spec 3)</i>
Procurement & Supply Specialist 1	<i>(Procurement & Supply Spec 1)</i>
Procurement & Supply Specialist 2	<i>(Procurement & Supply Spec 2)</i>
Procurement & Supply Specialist 3	<i>(Procurement & Supply Spec 3)</i>
Program Specialist 2	
Recreation & Athletics Specialist 2	<i>(Recreation & Athletics Spec 2)</i>
Registered Nurse 2	
Research Analyst 1	
Research Analyst 2	
Research Analyst 3	
Research Analyst 4	
Research Technologist 2	
Research Technologist 3	
Safety Officer 2	
Safety Officer 3	
Sewing & Alterations Specialist 3	<i>(Sewing & Alterations Spec 3)</i>
Speech Pathology/Audiology Specialist 1	<i>(Speech Path/Audio Spec 1)</i>
Speech Pathology/Audiology Specialist 2	<i>(Speech Path/Audio Spec 2)</i>
Speech Pathology/Audiology Specialist 3	<i>(Speech Path/Audio Spec 3)</i>
Stage Manager	
Sports Equipment Manager	

**Appendix B
Parking Rates**

	FY18 Rate	FY19 Increase	FY19 Rate	FY20 Increase	FY20 Rate	FY21 Increase	FY21 Rate
G Lots							
Quarter	\$102	\$3	\$105	\$3	\$108	\$3	\$111
Academic	\$306	\$9	\$315	\$9	\$324	\$10	\$334
Annual	\$390	\$12	\$402	\$12	\$414	\$12	\$426
Summer	\$85	\$3	\$88	\$3	\$91	\$3	\$94
A lots							
Quarter	\$90	\$3	\$93	\$3	\$96	\$3	\$99
Academic	\$268	\$8	\$276	\$8	\$284	\$9	\$293
Annual	\$340	\$10	\$350	\$11	\$361	\$11	\$372
Summer	\$73	\$2	\$75	\$2	\$77	\$2	\$79
Motorcycle							
Quarter	\$19	\$1	\$20	\$1	\$21	\$1	\$22
Academic	\$55	\$2	\$57	\$2	\$59	\$2	\$61
Annual	\$69	\$2	\$71	\$2	\$73	\$2	\$75
Summer	\$15	\$0	\$15	\$1	\$16	\$0	\$16
G Lot Half-Time							
Quarter	\$51	\$2	\$53	\$2	\$55	\$2	\$57
Academic	\$153	\$5	\$158	\$5	\$163	\$5	\$168
Annual	\$195	\$6	\$201	\$6	\$207	\$6	\$213
Summer	\$42	\$1	\$43	\$1	\$44	\$1	\$45
A Half -Time							
Quarter	\$45	\$1	\$46	\$1	\$47	\$1	\$48
Academic	\$134	\$4	\$138	\$4	\$142	\$4	\$146
Annual	\$170	\$5	\$175	\$5	\$180	\$5	\$185
Summer	\$37	\$1	\$38	\$1	\$39	\$1	\$40
After Hours							
Per hour	\$1	\$0.50	\$1.50	\$0.50	\$2.00	\$0	\$2.00
G Carpool							
Quarter	\$81	\$10	\$91	\$10	\$101	\$10	\$111
Academic	\$243	\$30	\$273	\$30	\$303	\$31	\$334
Annual	\$309	\$39	\$348	\$39	\$387	\$39	\$426
Summer	\$66	\$9	\$75	\$9	\$84	\$9	\$93
Commuter Pack							
10 Qty (one per qtr.)	\$22	\$8	\$30	\$10	\$40	\$10	\$50
Lincoln Creek							
Quarter	\$26	\$1	\$27	\$1	\$28	\$1	\$29
Annual	\$93	\$3	\$96	\$3	\$99	\$3	\$102
Hourly	\$1	\$0	\$1	\$0	\$1	\$1	\$2
Daily	\$5	\$0	\$5	\$0	\$5	\$1	\$6

Appendix C

Insert Health Benefits Agreement by and between the State of Washington and the Coalition of Unions.