



2012-2013

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN**

**WESTERN WASHINGTON
UNIVERSITY**

AND

PUBLIC SCHOOL EMPLOYEES

**EFFECTIVE
JULY 1, 2012 THROUGH JUNE 30, 2013**

Public School Employees of Washington / SEIU Local 1948
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PREAMBLE

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

The parties agree that it has been and will continue to be in their mutual interest:

- To promote constructive attitudes of understanding and cooperation in employee-management relations;
- To promote fair and reasonable working conditions;
- To promote efficiency and productivity in the performance of the work and the accomplishment of Employer’s programs;
- To promote procedures and methods to promptly and fairly adjust differences and misunderstandings between the Employer and the employee;
- To encourage an environment of cooperation, support of the university’s mission and goals, and harmony between PSE, the Employer, and employees for the benefit of all.

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

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 statutorily-excluded positions or 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 (time spent in unit)
 12. longevity date (adjusted service date)
 13. dues or fee 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.

2.2 Membership Movement Reports

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

2.3 Union Membership

All employees covered by this Agreement will, as a condition of employment, either become members of PSE and pay membership dues or, as non-members, pay a fair share representation fee as described below, no later than the 30th day following the effective date of this Agreement or the beginning of their employment. If an employee fails to meet the conditions outlined below, PSE will notify the Employer and inform the employee that his or her employment may be terminated.

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

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

A. Religious Exception

Nothing contained in this Agreement shall require union membership of employees who object to such membership based upon bona fide religious tenets or the teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity mutually agreed upon by the employee and PSE. This payment will be made through payroll deduction. If the employee and PSE cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission.

B. Dues Deduction and Remittance

The Employer shall deduct PSE dues or service charges from the pay of any employee who authorizes such deductions in writing. The Employer shall transmit all such funds deducted to the Treasurer of 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.

C. Local Dues

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

2.4 Employer Indemnification

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

2.5 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, for employees in the 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.

2.6 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. 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.

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 his or her assigned duties, the parties will meet to discuss a resolution for the excess use of time before any disciplinary action is taken.

4.4 Time Off for Union Activities

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

ARTICLE 5 RIGHTS OF THE EMPLOYEE

5.1 Off-duty Conduct

Employees shall not be disciplined for off-duty conduct absent a clear and 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.

5.2 Outside Employment

Outside employment is permissible if it does not interfere, compete or conflict with the Employer's job requirements and provided it does not hinder the employee's ability to meet the responsibilities and demands of his or her Employer-required work. Prior to beginning outside employment, employees are responsible for notifying their supervisors. Employees may 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.

5.3 Notification of Charges

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

5.4 False Complaints

If an employee is the subject of more than one (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.

5.5 Right to Union Representation

A member of the bargaining unit has the right to union representation on matters that involve actual or potential disciplinary actions. It is the member's responsibility to notify management that a union representative will be present if the member feels that he or she requires union representation at a meeting with his or her supervisor or other levels of management.

5.6 Treatment of Employees

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

5.7 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 6 LEGAL DEFENSE

6.1 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 his or her ordinary course and scope of duties for the Employer shall be defended by, and at the expense of, the Employer.

6.2 Cooperation with Defense

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

ARTICLE 7 REASONABLE ACCOMMODATION OF EMPLOYEES WITH DISABILITIES

7.1 Reasonable Accommodation Laws

All parties will comply with all relevant federal and state laws, regulations, executive orders, and with the provisions of Employer policy in providing reasonable accommodation to qualified individuals with disabilities.

7.2 Requesting Accommodation

An employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation from the Employer's Employee Relations Unit. Employees requesting accommodation have a duty to cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation with any request for accommodation, and may require the employee to obtain an independent medical examination at the expense of the Employer. Medical information related to an accommodation disclosed to the Employer will be kept confidential and disclosed on a need-to-know basis, as provided in Article 35, Personnel Files of this Agreement.

7.3 Determining Accommodation

The Employer will determine whether an employee is eligible for a reasonable accommodation, and the final form of any accommodation to be provided.

7.4 Disability Separation

Every option to reasonably accommodate an employee's disability shall be considered, including a reassignment to an alternate vacant position for which the employee is qualified. If the Employer determines that an employee's disability cannot be reasonably accommodated, the employee will be separated from service due to disability. Prior to any final decision regarding a disability separation, the Employer will notify the employee of its determination and provide the employee with an opportunity to discuss the disability separation. Disability separation is not a disciplinary action.

ARTICLE 8

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8.1 Compliance with State and Federal Law

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

8.2 Non-Discrimination

Neither the Employer nor PSE shall discriminate against any employee on the basis of age, sex, national origin, military status, status as an honorably discharged veteran, disabled veteran or Vietnam era veteran, race, color, creed, religion, sensory, mental or physical disability, sexual orientation, marital status, genetic information, or union membership. Bona fide occupational qualifications based on the above traits do not violate this section.

8.3 Review Processes Available to Employees

The Employer and PSE agree it is important that employees who feel they have been the subject of discrimination address these issues and seek resolution. Employees are encouraged to discuss such issues with their supervisor or other management staff, PSE, or file a letter of complaint to initiate the Discrimination Complaint Procedure within the institution. In those cases where an employee files a grievance and an internal discrimination complaint regarding the alleged discrimination, the grievance process will be suspended until such time as the discrimination investigation has been completed. Other avenues available to employees are through the Human Rights Commission (HRC), or the Equal Employment Opportunity Commission (EEOC). Employees who file an HRC or EEOC complaint will not initiate or pursue grievances over the discrimination allegation(s). If after filing a grievance an employee chooses to file a complaint

with the HRC or EEOC, the grievance regarding the alleged discrimination will be considered withdrawn.

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 LABOR MANAGEMENT COMMITTEE

10.1 Purpose and Scope

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

10.2 Representation

The Labor-Management Committee will consist of up to 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 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 Labor/Management Committee.

10.6 Agreements

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

ARTICLE 11 MANAGEMENT RIGHTS

11.1 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 operational needs.

12.3 Flex Schedules (Applies to PTE Bargaining Unit only)

Flexible schedules include variable daily starting and ending times based on agreement between the employee and his or her supervisor or based on operational need. Employees may work a flexible schedule by prior mutual written agreement with 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

The Employer may temporarily change an employee's schedule:

- A. 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
- B. By providing less than seven (7) calendar days' notice if the Employer permits the employee, at his or her option, to work all hours in his or her original schedule in addition to the modified schedule. In the event the employee elects to work additional hours under this subsection, such additional hours will be compensated in accord with the provisions of Article 15, Overtime & Callback.
- C. Employees will be notified of permanent schedule changes in writing at least fourteen (14) calendar days in advance of any change. The day notification is given will be considered the first day of notice.

12.5 Meeting Notice

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

ARTICLE 13 TELE WORK

13.1 Telecommuting

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

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

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. 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.

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:
2. All hours worked beyond the daily schedule of employees assigned to regular or alternate schedules;
3. All hours worked beyond forty (40) hours in a workweek; and
4. All hours worked by employees assigned to regular or alternative schedules on their scheduled day off.

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

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.

15.3 Additional Pay for Part-time Employees

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

15.4 Overtime/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 Callback Pay

When an employee has left the institution grounds and is called to return to the work station outside of regularly scheduled hours, he or she shall receive two (2) hours bonus pay at the employee's regular rate of pay in addition to pay for time actually worked. Time worked beginning no more than two (2) hours immediately prior to an employee's regular shift does not constitute 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.

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. Employees who are requested to perform overtime work will be offered the choice, prior to performing the duties, of accepting a cash overtime payment or the accrual of compensatory time in lieu of cash payment. Supervisors will not attempt to influence employee choice and employees may not be compelled to use compensatory leave.
- C. 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.

ARTICLE 16

SUSPENDED OPERATIONS AND INCLEMENT WEATHER

16.1 Suspended Operations

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

- A. If the Employer suspends operations after the employee has reported for work, the employee will be paid for the remainder of their shift.
- B. Employees who miss paid time due to a suspended operations closure shall be allowed to take accrued compensatory time, vacation leave, personal holiday time or unpaid time for the work hours missed. Employees taking unpaid leave may work additional hours during the ninety (90) day period

following the suspension of operations to make up the amount of pay lost in accordance with Employer Policy POL-U5400.04.

- C. In the event of Suspended Operations, employees who have an accrued sick leave balance of one hundred and seventy-six hours (176) or more, may use up to three (3) days of sick leave for each Suspended Operations event.
- D. 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
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Personal Holiday	
Winter Break Day	To be used after the end of Fall Quarter and before the beginning of Winter Quarter

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

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, he or she 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 Leave Days

An employee may choose one (1) workday as a personal leave day under the following criteria:

- A. Personal Leave Hours
Full-time employees shall receive eight (8) hours off for a personal leave day. Part-time employees shall receive paid hours off on the same prorated basis their monthly schedule bears to full-time employment.
- B. Selection of Personal Days
Employees shall be permitted to take their selected day or days as their personal leave day if:

1. The employee has given at least fourteen (14) calendar days' written notice to his or her supervisor. However, the supervisor, at his or her 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. Use of Personal Holiday

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

D. Donation of Personal Holidays

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

17.8 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. The day may not be carried forward for use at a later date, may not be donated through Shared Leave, and will not be cashed out under any circumstances. Except as modified by this section, the provisions of Section 17.7 regarding Personal Holidays will apply to the Winter Break Day.

**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.

Full Years of Service	Monthly Accrual Rate	Hours per Year
During the first year of continuous state employment	8 hours	96
During the second year of continuous state employment	8 hours, 40 minutes	104
During the third and fourth year of continuous state employment	9 hours, 20 minutes	112
During the fifth and sixth, years of total state employment	10 hours	120
During the seventh and eighth years of total state employment	10 hours, 40 minutes	128

During the ninth year of total state employment	11 hours, 20 minutes	136
During the tenth year of total state employment	12 hours	144
During the eleventh year of total state employment	12 hours, 40 minutes	152
During the twelfth year of total state employment	13 hours, 20 minutes	160
During the thirteenth year of total state employment	14 hours	168
During the fourteenth year of total state employment	14 hours, 40 minutes	176
During the fifteenth year of total state employment	15 hours, 20 minutes	184
During the sixteenth and succeeding years of total state employment	16 hours	192

- B. 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.

- C. For purposes of this Section, an employee's years of continuous employment includes employment with any department, agency or institution of the state, excluding employment in the legislative or judicial branches, and employment in a temporary or student position not governed by civil service.

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 his or her next anniversary date, at which time any vacation accrued in addition to the two hundred forty (240) hour maximum accrual will be extinguished. With the 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 he or she is precluded from taking a previously scheduled vacation because of Employer needs. Any such written approval will specify a timeline for the employee to use any excess vacation accrual, after which any excess vacation accrual will be extinguished.

18.3 Use and Scheduling of Vacation

- A. Employees may not take vacation until they have successfully completed six months of continuous state employment.
- B. 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.

- C. 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.

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

19.2 Uses of Accrued Sick Leave

- A. Accrued sick leave may be used for the following reasons:
 - 1. An employee's own illness, injury or disability.

2. A period of quarantine following the exposure to a contagious disease during the period when attendance on duty would jeopardize the health of others.
3. The need to care for a child under eighteen (18) years of age, or an older child incapable of self-care, with a health condition requiring treatment or supervision or any person to whom the employee stands in the relationship of guardian/ward.
4. The need to care for the employee's spouse, domestic partner, parent, parent-in-law, grandparent, adult child, grandchild or sibling with a serious health condition or emergency condition.

For purposes of this section, a domestic partnership is composed of two (2) unmarried adults who are living together in a committed family relationship and have reciprocal duties to, and provide financial support for, one another.

- a. A domestic partnership will be recognized by the University thirty (30) calendar days following the date upon which the employee submits to Human Resources a declaration signed by both partners.
 - b. The Employer will not accept a declaration documenting a new domestic partnership until thirty (30) calendar days have passed since the employee notified Human Resources of the termination of a prior domestic partnership.
5. Medical, dental or optical appointments for the employee or other family member where the employee's presence is required, provided that employees must make reasonable efforts to schedule such appointments at times when they will least interfere with scheduled workdays.
 6. Bereavement leave in addition to leave provided by this Agreement, if such use is approved in advance by the employee's department head.
 7. Leave for Family Military Leave as required by RCW 49.77.
 8. Leave for Domestic Violence Leave as required by RCW 49.76.
 9. Qualifying absences for Family and Medical Leave;
 10. Care of family members as required by the Family Care Act, RCW 49.12.265 et seq, and WAC 296-130.

11. Other circumstances if authorized by the Human Resources Director or designee.
12. When an employee is unable to report to work in accordance with Article 16, Suspended Operations and Inclement Weather.

19.3 Annual Sick Leave Cash Out

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

19.4 Sick Leave Notification and Verification

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

19.5 Sick Leave Cash Out Upon Retirement or Death

Upon retirement or death, an employee or the employee's estate will receive cash at the employee's straight-time hourly rate for all sick leave hours. Sick leave will be cashed out at a rate of one (1) hour's pay for each four (4) hours of sick leave. If the bargaining unit elects to place in effect a VEBA plan as provided by 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. If an employee is reemployed after retiring from state service, when the employee subsequently retires 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.

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 his or her 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 his or her:
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 his or her 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 he or she used.
- D. While an employee is on shared leave, he or she 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 20.6 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 his or her vacation leave and paid military leave allowed under RCW 38.40.060.
- f. The employee has followed agency rules regarding military leave.

D. 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 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.

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

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 his or her 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, he or she 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.

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 his or her 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 his or her 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 Employees will be allowed paid leave, during scheduled work time:

A. 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.

B. 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. 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.

C. 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:

1. Is a party in the matter and is not represented by the Attorney General's Office of the State of Washington, or
2. 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.

D. Life Giving Procedures

When approved, employees will receive paid leave, not to exceed three (3) working days in a two (2) year period, for participating in life-giving procedures. "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.

E. University-wide Blood Drive

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

- F. 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.

ARTICLE 25 COMPENSATION

25.1 General Service Pay Range Assignments

- A. For fiscal years 2012 and 2013, appropriations have been reduced in an amount equal to a three percent (3%) salary reduction for all represented employees whose monthly full-time equivalent salary is \$2,500 or more per month. These reductions will be implemented and achieved according to the terms and conditions of this Agreement.
- B. If Step M is implemented, employees who have been at Step L for six (6) years or more shall progress to step M.

25.2 “N1” Pay Range Assignments

For fiscal years 2012 and 2013, appropriations have been reduced in an amount equal to a three percent (3%) salary reduction for all represented employees whose monthly full-time equivalent salary is \$2,500 or more per month. These reductions will be implemented and achieved according to the terms and conditions of this Agreement.

25.3 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.

25.4 New Employees

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

25.5 Periodic Increases

Employees will receive periodic increases as follows:

- A. Employees who are hired at the minimum step of the pay range will receive a two (2) step increase to base salary following completion of the probationary period, and an additional two (2) step increase annually thereafter, until they reach the top of the pay range.
- B. 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.
- C. Employees in classes that have pay ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges.

25.6 Transfer / Reassignment

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

25.7 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.

25.8 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.

25.9 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.

25.10 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.

25.11 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.

25.12 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.

ARTICLE 26

HEALTH CARE BENEFITS AMOUNTS

26.1 Funding

The Employer funding rate for employee health care benefits for July 1, 2012 through June 30, 2013 is in accordance with rates established in the health care benefits agreement reached between the coalition of unions and the State of Washington on December 2, 2010. These benefits are administered by the Public Employees Benefits Board (PEBB) program under the direction of the Washington State Health Care Authority (HCA).

26.2 Employer Contribution

The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.

26.3 Wellness

To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Health Risk Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.

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 transfer list who have the skills and abilities to perform the duties of the position being filled. If no candidate is selected, the Employer will consider all other candidates including employees who are requesting a promotion, voluntary demotion or external 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

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 transfer list as described in subsection 27.4 below.

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. 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 Transfer List

Employees who wish to transfer to another bargaining unit position within their current job classification or a bargaining unit job classification in which they held permanent status may submit their written request for consideration to the Human Resources Department (HR). When a vacant position becomes available, employees will submit an Employer application and resume to HR. When filling a position where no candidate was appointed from the appropriate layoff list, the Employer will consider qualified candidates from the internal transfer list. 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. A bargaining unit member, who accepts an exempt administrative position and is on the active payroll, may submit a written request to be placed on the internal transfer list for a job classification in which he or she previously held permanent status. Submittal and consideration must occur within one (1) year from the date of leaving the PSE bargaining unit for the exempt administrative position.

27.5 Posting of Vacant Positions

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

27.6 Filling Posted Vacant Positions

If there are three (3) or more internal PSE applicants wishing to promote or demote into the posted position, the Employer will interview up to three (3) PSE candidates, who have the skills and abilities to perform the duties of the position.

**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 his or her 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.
- 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, he or she will be placed on the layoff list for his or her prior classification.

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

- 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. If a probationary employee is absent for a cumulative total of more than fifteen (15) days during the probationary period, the Employer will extend the employee's probationary period on a day-for-day basis for the total accumulated number of days on which the employee was absent. Upon mutual agreement between the Employer and PSE, an employee's probationary period may be extended by up to six (6) months.
- C. An employee who transfers or is promoted prior to completing his or her initial probationary period will serve a new probationary period. The length of the new probationary period will be six (6) months, unless adjusted by the appointing authority for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) months.

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 his or her 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 his or her trial service period and who has no reversion options may request to be placed on the layoff list for positions in job classifications where he or she 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

An employee will attain permanent status in a job classification upon his or her 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 his or her existing appointment status 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.

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.

**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 Longevity Defined

The term “longevity” as used herein shall mean length of service in a Washington State Civil Service Position, irrespective of bargaining unit seniority.

31.3 Establishing Seniority and Longevity

A. 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 31.5 and 31.6. An exempt administrative employee who enters a PSE represented unit will receive seniority credits for the time he or she spent in any prior Western classified position (s), subject to the adjustments described in Subsections 31.5 and 31.6.

B. Longevity

The longevity date will be the date that the employee first commenced employment in a Washington state civil service position, adjusted as provided in Section 31.5, 31.6 and 31.7.

31.4 Unit Wide Seniority

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

31.5 Adjustment of Seniority Date

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

- 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.

31.6 Losing Seniority

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

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 address. A copy of each position opening notice (job posting) will be mailed to each bargaining unit member in layoff status.

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 his or her current skills and abilities. Employees being laid off will be provided one (1) option, in

descending order of salary range and one (1) progressively lower level at a time within PSE bargaining units:

1. A funded vacant position for which the employee has the skills and abilities, within his or her current job classification.
2. A funded filled position for which the employee has the skills and abilities, within his or her 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 IT2's and they are all in the same layoff unit. Employee A is the most senior IT2, 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 IT2'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 IT2'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 IT2'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 his or her 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 his or her 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 for which the employee has the skills and abilities within their bargaining unit. The employee need not have previously held permanent status in this classification. This sub-article expires on June 30, 2013.

- 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 his or her 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. 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 he or she received prior to layoff unless that salary is greater than the top step of the new range, in which case the employee will be placed at the top step of the new range. An employee appointed from a layoff list shall be credited with sick leave and seniority accrued at the time of layoff.

ARTICLE 33

TEMPORARY APPOINTMENT

33.1 Temporary Appointments

The Employer may make temporary appointments. Individuals in temporary appointments are limited to one thousand fifty (1,050) hours of work in any twelve (12) consecutive month period from the individual's original date of hire.

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 one thousand fifty (1,050) hour threshold specified above. The Employer will provide PSE with a copy of the petition.

33.2 Compensation

The Employer will continue current practices when determining the compensation for represented individuals.

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 Probationary Period Credit

A temporary employee performing the full scope of duties will receive probationary period credit for time worked if hired into the same position and same department.

33.7 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.

33.8 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	Does not apply
37.3 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 EVALUATIONS

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 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 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.

34.4 Performance Evaluations

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

34.5 Performance Issues

Performance issues should be brought to the attention of the employee at the time the supervisor becomes aware of the issue(s) in order to give the employee the opportunity to address the concern with the supervisor in a timely manner.

34.6 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 his or her 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 his or her personnel file. Such review shall be in the presence of a Human Resources representative during business hours. During the review, an official or representative of 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 his or her 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 his or her 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 his or her file.

35.5 Removal of Material

An employee may request that the Director of Human Resources remove or destroy material that he or she believes to be false, frivolous, irrelevant, or to have

been improperly included in the file. All adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrong doing, shall be promptly 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 or a subsequent meeting to discuss disciplinary action, the affected employee shall be informed that he or she has the right to Union representation. Upon request, the employee shall be permitted a reasonable period of time to arrange for participation of a PSE representative or bargaining unit shop steward, as is appropriate and timely to the situation.

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 his or her right to grieve. If the disciplinary decision involves a suspension or a permanent reduction in pay, the notice will set an effective date for the disciplinary action of at least fifteen (15) calendar days from the date the notice was prepared.

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 his or her position, and will be notified in writing of the Employer's intent to terminate his or her employment. The written notice will provide a reasonable timeline during which the employee may respond to the notice.

36.6 Grievance of Discipline or Discharge

Oral or written corrective action may not be challenged through the grievance procedure. Permanent employees may challenge all final discipline or discharge decisions, including terminations due to job abandonment, through the grievance procedure; provided that written reprimands may not be grieved beyond Step 2 of the grievance procedure. 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 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 grievant(s) 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

Step 1

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

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.

A. 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.

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 his or her 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 parties are unable to reach an agreement to conduct a pre-arbitration meeting or if the matter is not resolved at a pre-arbitration meeting, the Employer and PSE will, within fourteen (14) calendar days, meet and attempt to agree upon an arbitrator. Meetings will be held at a mutually agreeable location. If the parties are unable to reach an agreement on an arbitrator PSE may, within fourteen (14) calendar days, file a demand to arbitrate the matter with the American Arbitration Association (AAA).

Step 4 – Arbitration

Within fourteen (14) calendar days of the Employer's receipt of PSE's request to arbitrate, the Parties shall confer and attempt to agree on a neutral arbitrator. If unable to reach agreement, PSE shall request a list of eleven (11) arbitrators from the AAA. The parties will select an arbitrator from the AAA list according to the voluntary labor arbitration rules of that organization.

- A. 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.
- B. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and his or her power shall be limited to interpretation or application of the express terms of this Agreement.

- C. The Arbitrator shall issue written decision to the parties within thirty (30) days of the close of the hearing or the submission of post-hearing briefs, whichever is later. The decision shall be final, conclusive and binding on the Employer, PSE and the employee(s); provided that the decision does not include action by the arbitrator beyond his or her jurisdiction.
- D. 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.
- E. When an employee is subpoenaed as a witness on behalf of PSE in an arbitration case, the employee may appear without loss of pay if he or she appears during his or her work time; provided the testimony given is relevant and related to his or her job function or involves matters he or she has witnessed. Every effort will be made to avoid the presentation of repetitive witnesses.
- F. 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.
- G. 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.
- H. If, after the arbitrator issues his or her 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-eight (28) 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 his or her designee. If PSE does not request negotiations within twenty-eight (28) calendar days, the Employer may purchase services without bargaining.

38.2 Skimming

“Skimming” of bargaining unit work occurs when the work is transferred to other employees of the same employer outside of an existing bargaining unit. The employer is prohibited from engaging in skimming.

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. Requests will be considered based on operational needs and budget considerations. An employee whose requests for training are denied will be informed of the reason for the denial. If operational needs prevent the employee from participating in training, the supervisor shall work with the employee and Human Resources to create a professional development plan.

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

AUTHORIZED PER DIEM AND MILEAGE

41.1 Reimbursement for Per Diem

Per diem expenses and mileage for the performance of official duties shall be in accordance with state law and regulations.

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 appropriate Transportation Advisory Committee except that the rates in 2012-2013 will be no more than the rates charged during the 2011-2012 year. If, as a result of a recommendation by the 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.

- 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 his or her 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

44.1 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, his or her supervisor and PSE.

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

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

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

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 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.

46.6 Facilities

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

46.7 Smoking Policy

Smoking is prohibited within Employer facilities, buildings and vehicles.

46.8 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. 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 fourteen (14) calendar days, the Employer may implement the changes without further discussions and/or negotiations. If PSE does request discussions and/or negotiations, the Employer will bargain in good faith until an agreement is reached or the parties reach impasse. Upon mutual agreement, the parties may participate in mediation over unresolved issues. The Employer will not implement its proposed change unless the parties have reached impasse and have completed any agreed to mediation. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify PSE as soon as possible.
- 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.

ARTICLE 50
TERM OF AGREEMENT

50.1 Term and Duration

The term of this Agreement shall be July 1, 2012 through June 30, 2013; 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, 2014.

APPENDIX A

BARGAINING UNITS REPRESENTED BY THE 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.

BARGAINING UNIT D:

JOB TITLE

Admin Services Manager A
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 Spec 4
Instruct/Clstrm Support Tech 4
Library/Archives Paraprofessional 4

APPENDIX A

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 Sup
Secretary Supervisor
Speech Path/Audio Spec 3
Sports Equipment Manager 2

PROFESSIONAL AND TECHNICAL EMPLOYEES BARGAINING UNIT:

JOB TITLE

Architect 2
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 Spec 2
Early Childhood Program Spec 3
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 Tech 2
Information Technology Spec 1
Information Technology Spec 2
Information Technology Spec 3
Information Technology Spec 4
Instruct/Clstrm Support Tech 2


APPENDIX A

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 Spec 2
Preservation & Museum Spec 3
Procurement & Supply Spec 1
Procurement & Supply Spec 2
Procurement & Supply Spec 3
Program Specialist 2
Recreation & Athletics Spec 2
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 Spec 3
Speech Path/Audio Spec 1
Speech Path/Audio Spec 2
Speech Path/Audio Spec 3
Stage Manager
Sports Equipment Manager

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


Executed this 29th day of September, 2011.

**For Public School Employees of Washington
Western Washington University:**



Susan Banton
President – Western Chapter

For Western Washington University:



Chyerl Wolfe-Lee
Director of Human Resources