
COLLECTIVE BARGAINING AGREEMENT



EASTERN WASHINGTON UNIVERSITY

AND

**PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON**

EFFECTIVE

July 1, 2021 THROUGH JUNE 30, 2024



2021-2024

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PREAMBLE

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

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

- To promote constructive attitudes of understanding and cooperation in Union-Management relations;
- To promote fair and reasonable working conditions;
- To promote efficiency and productivity in the performance of the work and accomplishment of the University’s programs;
- To promote procedures and methods to promptly and fairly adjust differences and misunderstandings between the University and the Union;
- To encourage an environment of cooperation, support for the University’s mission and goals, and harmony between the Union, the University and Employees.

The Preamble will not be subject to the grievance process.

ARTICLE 1: UNION RECOGNITION

- 1.1 The University recognizes the Union as the sole and exclusive bargaining representative for the Employees in the bargaining unit certified by the Public Employment Relations Commission.
- 1.2 A description of the existing bargaining unit is attached as Appendix A.
- 1.3 The University agrees not to enter into any agreement or contract with bargaining unit Employees, individually or collectively, which conflicts with the terms of this Agreement unless the Employee(s), Union and University specifically agree to such agreement.
- 1.4 Removal from the Bargaining Unit. The University will notify the Union of any positions that the University proposes to remove from the bargaining unit. This information will be provided to the Union via an electronic format mutually agreed to by the parties.

ARTICLE 2: SCOPE OF AGREEMENT

- 2.1 Application of University Policies. This Agreement supersedes specific provisions of University policy with which it conflicts. If no conflict exists, Employees will be subject to all University policies. The University will provide the Union with forty-five (45) days’ notice, and an opportunity to provide input, prior to implementation of any proposed policy change during the term of this Agreement that affects Employee working conditions.
- 2.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and it supersedes any prior written or oral agreements between the parties. Any past practice existing prior to January 1, 2014, whether written or oral, is null and void, unless specifically preserved in this Agreement.

2.3 Bargaining Over Mandatory Subjects.

2.3.1 Except as permitted in this Agreement or by applicable law, the University will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The University will notify the Union of the proposed changes and the Union may request discussions about and/or negotiations on the impact of these changes on Employee's working conditions. In the event the Union does not request discussions and/or negotiations within fourteen (14) calendar days, the University may implement the changes without further discussions and/or negotiations; provided that the Union may request an extension of the timeline in this Article which will not be unreasonably denied. There may be emergency or mandated conditions that are outside of the University's control requiring immediate implementation, in which case the University will notify the Union as soon as possible.

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

2.4 Headings. Headings and subheadings in the Agreement are included for ease of reference only. They do not provide full notice of the terms of any portion of this Agreement.

ARTICLE 3: UNION MEMBERSHIP AND DUES

3.1 Union Membership. Subject to the provisions of this Article, Employees who are members of the Union as of the effective date of this Agreement will remain members in good standing for the term of the Agreement, unless membership is revoked through contact with the Union as specified herein. Each employee subject to this Agreement has the right to become a Union member in good standing by paying monthly dues. The Union shall be the custodian of records regarding employee's Union membership.

3.2 Union Dues and Fees.

3.2.1 The University will make deductions each pay period from the pay of Employees for regular Union dues and any/all voluntary contributions to the Union, as identified by the Union; provided the Union provides to the University a written, voice or E-signature authorization (in accordance with applicable law and pursuant to Article 3.2.3 of this Agreement) from the Employee for such deductions. The Union will notify the University at least thirty (30) days in advance of any changes in its fees.

3.2.2 The University will remit a payment for all regular dues and any/all voluntary contributions to the Union at the end of each pay period. Accompanying the remittance will be a listing of the names, unique Employee identification numbers, membership status, total wages for the time period, and the amount remitted for all Employees from whom deductions were made.

3.2.3 The University agrees to accept authorizations via voice authorization or by E-signature in accordance with "E-SIGN." The Union will provide a list of those employees who have authorized Union membership via voice authorization or E-

signature to the University on a monthly basis. In addition, the Union will provide the University with an email and attachment of the .wav (or other digital format) files associated with the voice authorization or an attachment of the E-signature documents for record keeping. The Union shall be the official custodian of all records related to voice/E-signature authorizations. The Union agrees that, as the custodian of record, it has the responsibility to ensure the accuracy and safe keeping of those records.

- 3.2.4 Local Chapter Dues. Local chapter dues will be processed by payroll deduction, pursuant to Article 3.2.1 through 3.2.3 of this Agreement. The University shall deduct PSE local chapter dues each pay period from each member in good standing of the Union, and remit all such funds to the local PSE chapter treasurer. Accompanying the remittance will be a listing of the names and amount remitted for all employees from whom deductions were made. The chapter will inform the University annually of the local dues amount, and the name and address of the local PSE chapter treasurer, by January 1. The Union will notify the University at least thirty (30) days in advance of any changes in its fees.
- 3.3 Revocation. An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the University and the Union in accordance with the terms and conditions of their signed membership card or form. Every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll, after receipt by the University of confirmation from the Union that the terms of the employee's signed membership card, E-signed card, or voice authorization regarding dues deductions revocation have been met.
- 3.4 Indemnification and Hold Harmless. The Union agrees to indemnify and save the University harmless against any liability which may arise by reason of any action taken by the University to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The University will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article. If requested by the Union in writing, the University will surrender any such claim, demand, suit or other form of liability to the Union for defense and resolution.

ARTICLE 4: EMPLOYEE RIGHTS

- 4.1 Liability Protection. Whenever an action or proceeding for damages is filed against any Bargaining Unit Employee arising from his/her act or omission while performing his/her official duties, such Employee(s) may request that the Attorney General defend the action or proceeding at the expense of the State. If the Attorney General determines that the Employee was acting in good faith and within the course of his or her official duties, the Attorney General will defend the Employee. If the body presiding over the action determines that the Employee was acting within the scope of his or her official duties and enters a judgment against the Employee, the judgment will be satisfied by the State.
- 4.2 Use of Internet. Employees may make *de minimis* use of the University's Internet system for personal business during meal periods or breaks, subject to the limitations in applicable University policy and state law.

- 4.3 Use of Email. Employees may make *de minimis* use of University email for non- University matters, including communications with Union representatives, subject to the limitations in applicable University policy and state law.
- 4.4 No Retaliation.
- 4.4.1 It is agreed that all Employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union.
- 4.4.2 Each Employee shall have the right to bring matters of personal concern to the attention of appropriate union representatives and/or appropriate officials of the University.
- 4.4.3 Employees will not suffer retaliation or other adverse job action as a result of (1) making a good faith report of harassment, discrimination, or workplace violence as defined by the University's Discrimination and Bullying policies or (2) testifying, assisting, or participating in any complaint or grievance process or attempting to do so. Employees who choose to file a complaint under the University's Discrimination and Bullying policies may, at their option, choose to have a representative or advisor throughout the formal complaint process. Where the University determines that such a complaint has merit, it will consider the complainant's desires in determining appropriate remedial or corrective measures.
- 4.5 Accommodation of Religious Beliefs. The University will consider accommodations requested by the Employees because of their religious beliefs, and will provide such accommodations when there is no more than a nominal cost to the University and the accommodation does not impair operations or disadvantage other Employees, or the accommodation is otherwise required by applicable law.
- 4.6 Garnishments/Fines/Deductions from Wages. No deductions will be made from an Employee's wage for garnishments or fines without an appropriate court order or written permission from the Employee.
- 4.7 Access to Information. Employees and the Union will have access to University held information in accordance with RCW 42.56.
- 4.8 Surveillance. The University will post signs or otherwise notify Employees of work areas that are being monitored. Only law enforcement officials will be permitted to authorize electronic surveillance in locations of suspected criminal activity.
- 4.9 Workplace Harassment and Violence. The University prohibits harassment, violence or threats of violence in the workplace, and Employees have a right to a workplace free from such prohibited behavior. The University will maintain and enforce policies prohibiting workplace harassment and violence. The University will provide channels for Employees to report concerns regarding workplace harassment or violence, and will promptly investigate concerns or complaints raised. Employees should promptly report to the University any conduct that they believe violates University policy. Affected Employees will be notified of the outcome of any such investigation, and any actions taken by the University as a result.

- 4.10 Polygraph Testing. No Employee will be required to take a polygraph examination as a condition of retaining employment with the University, nor will an Employee be subject to discipline for the refusal to take a polygraph examination.

ARTICLE 5: UNION ACTIVITIES

- 5.1 Officers and Stewards. The Union will furnish to the University an up-to-date list of officers and stewards at least annually, with changes as they occur. The University will not recognize any officer or steward whose name does not appear on the list.
- 5.2 Use of Facilities. University facilities may be used by the Union for the purpose of holding meetings and for the conducting of Employee representational functions subject to the availability of space, limitations of state law, and established policies and procedures governing the use of University facilities.
- 5.3 Use of Services and Equipment. Union officers and stewards may make *de minimis* use of state-owned or operated campus mail, telephones, fax machines, the Internet, or intranets for the exclusive purpose of administering this Agreement. Union officers and stewards may also make *de minimis* use of state-owned or operated e-mail for the exclusive purpose of administering this Agreement, including scheduling Union meetings. Except as permitted in this Article, state-owned or state-provided equipment, services or supplies may not be used for conducting internal Union business; provided that the Union may use copiers or other normal office equipment by reimbursing the University according to the same reimbursement policies that apply to the other outside, non-University clients.
- 5.4 Distribution of Agreements.
- 5.4.1 Printing of Agreement. The University will provide a final copy of this Agreement to the Union in an electronic format. The Union will be responsible for printing the Agreement. The Union will also provide fifty (50) copies of the printed agreement to the University.
- 5.4.2 Posting of Agreement. The University will make this Agreement, and any memoranda of understanding or letters of agreement, available on the University's web site.
- 5.5 University Access. Representatives of PSE, upon making their presence known to the University's labor relations manager, shall have access to the University's premises during business hours; provided that conferences or meetings between Employees and PSE representatives will not interfere with the University's operations.
- 5.6 Parking Permit. The Employee representative will be provided one (1) campus parking permit without charge in order to perform representation obligations.
- 5.7 Attendance at Union Meetings. With prior supervisor approval, which will not be unreasonably withheld, Employees will be allowed to flex their work schedule, telecommute from their off-campus work location, use accrued vacation or compensatory time at the Employee's option to attend PSE local meetings that occur during the Employees' normal work time.

- 5.8 New Employee Orientation. As part of the new hire orientation process, the University will inform all Employees newly hired into a bargaining unit position of PSE's representation. The University will allow the Union up to thirty (30) minutes during each orientation to furnish new Employees with information about Union representation. The University will provide the Union's membership officer a minimum of two (2) days' notice of the time, date and location of a new Employee orientation, along with the name and position of the new Employee(s) scheduled for orientation.
- 5.9 Paid Release Time for Officers, Stewards and Representatives. Except as permitted by this Article, work time will not be used for Union activities. Union officers, stewards, representatives and negotiating team members must notify their supervisors before using release time for representational activities permitted by this Article that will take them away from work for a period of longer than fifteen (15) minutes. Where necessary for the University's operational needs, the supervisor may deny a request for release time and/or request that the Employee seek a delay of the meeting for which release time is sought, if possible.
- 5.9.1 An officer or steward will be released during work hours without loss of pay for reasonable periods of time to meet with the University to perform representational activities regarding issues arising out of this Agreement, including but not limited to Labor Management Committee Meetings and meetings arising out of the grievance process.
- 5.9.2 Union officers, stewards or other designated Employee representatives attending a meeting or function on behalf of the Union at the request of the University will be granted paid release time for such meeting or function.
- 5.9.3 Up to five (5) Employees will be provided with release time for time spent in the parties' scheduled negotiation sessions; provided that no more than one (1) Employee from any department will participate at the same time without prior approval from the Labor Relations Director.
- 5.10 Employee Discussions with Union Officers and Stewards. Absent prior approval from their supervisor(s), Employees who wish to discuss a matter with a Union officer or steward in a manner that will require more than *de minimis* time away from work are expected to do so during break time, a meal period, or outside of work hours. Union officers and stewards are expected to abide by and remind Employees of this obligation.
- 5.11 Time Off for Union Activities. Union officers and stewards may be allowed time off without pay to attend Union-sponsored meetings, training sessions, conferences, and conventions; provided that the time off does not interfere with University operating needs. If the absence is approved, the Employees may use accumulated compensatory time or vacation leave instead of leave without pay if requested; provided that any accrued compensatory time must be used in advance of vacation leave. Upon prior written request from the Union to the University, employees may use release time paid for by the Union for approved absences; provided that such release time may not be used in increments of less than a full workday. The University will bill the Union's State Office for reimbursement of this paid release time, which will include the employee's wages, payroll taxes, retirement contribution and all other applicable benefits. Upon receipt of an invoice from the University, the Union will pay the full amount due within thirty (30) days.

- 5.12 Union Leadership Positions. In the event that a bargaining unit member is selected by the Union for a leadership position requiring his/her absence from the University for an extended period, the parties will meet to discuss the request, whether the University can accommodate the Employee's absence, and the terms of any approved leave of absence.
- 5.13 If the University forms a committee including representatives from other unions to discuss or recommend changes to University policy or procedures that impact wages, hours or working conditions of bargaining unit Employees, the Union will be permitted to identify a representative if it so requests.

ARTICLE 6: MANAGEMENT RIGHTS

- 6.1 The University 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. These rights include, but are not limited to, the rights to:
- 6.1.1 Plan, direct and control all operations and services of the University, including its mission, budget, strategic direction, service levels, staffing levels and resource requirements;
 - 6.1.2 Determine the methods, means, and organization by which University operations and services shall be undertaken and accomplished;
 - 6.1.3 Develop, interpret, amend and enforce written policies, procedures and rules governing the University and the workplace;
 - 6.1.4 Discipline or discharge Employees;
 - 6.1.5 Assign work, schedule the hours of work, alter work schedules and authorize overtime;
 - 6.1.6 Establish the duties and responsibilities of positions and Employees, including the development and alterations of position descriptions;
 - 6.1.7 Establish and implement policies and procedures for evaluating the performance of Employees;
 - 6.1.8 Determine the kind and location of facilities;
 - 6.1.9 Plan and implement any reductions in force, including the determination of the reason for any reduction in force and the identification of the specific position(s) or job classifications affected by a reduction in force;
 - 6.1.10 Recruit, hire and promote Employees based on standards established by the University; and
 - 6.1.11 Determine the need for additional training and assign Employees to complete any such training.

- 6.2 The University acknowledges its obligation to bargain the impacts of its exercise of management rights if such bargaining is timely demanded by the Union.

ARTICLE 7: LABOR-MANAGEMENT COMMITTEE

- 7.1 Purpose and Scope. The Employer and the Union 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. The agenda shall not include individual grievances properly processed under the grievance procedure.
- 7.2 Representation. The Labor-Management Committee will consist of up to three (3) bargaining unit Employees selected by the Union, a PSE staff representative and up to four (4) representatives selected by the University.
- 7.3 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. The meeting will be scheduled at a mutually acceptable time and place. The committee will be scheduled to meet quarterly, unless there is mutual agreement for more or less frequent meetings. A written list of proposed agenda items will be provided to the other party at least five workdays prior to the meeting. In the absence of any agenda items, the parties will forgo a scheduled meeting.
- 7.4 Other Communications. Nothing in this Article shall preclude the parties from discussing issues of mutual concern outside the context of the Labor-Management Committee.
- 7.5 Summary of Discussions. Items discussed at a Labor-Management Committee meeting will be documented in a summary of the meeting and shared with all participants.

ARTICLE 8: NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.1 Compliance with State and Federal Law. The parties acknowledge their mutual support for equal employment opportunity and their commitment to abide by all state and federal laws regarding nondiscrimination and affirmative action in the workplace.
- 8.2 Affirmative Action. The parties support and will cooperate in the implementation of the University's affirmative action programs. The University's affirmative action officer (or designee) will provide the Affirmative Action Plan to the Union at the time of its completion.
- 8.3 Nondiscrimination. Neither the University nor the Union shall discriminate against any Employee on the basis of age; sex; sexual orientation; 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; gender expression or identity; marital status; genetic information; union membership; or any other protected class under state or federal law. Bona fide occupational qualifications based on the above traits do not violate this Article.

8.4 Actions for Violations of this Article. Employees may challenge practices or actions that they allege violate the provisions of Articles 8.1 and 8.3 through the University's Discrimination Policy and procedures, and/or using those remedies available through applicable law. Alleged violations of Articles 8.1 and 8.3 will not be the subject of grievances under Article 36 – Grievance Procedure of this Agreement.

ARTICLE 9: REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

9.1 Compliance with Applicable Law. The University, Union and Employees will comply with all relevant federal and state laws and regulations, and with the provisions of the University policy, in providing reasonable accommodations to qualified individuals with disabilities.

9.2 Request for 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 University's affirmative action officer. Employees requesting accommodation must cooperate with the University in discussing the need for and possible form of any accommodation. The Employee must provide supporting medical documentation with any request for accommodation, and the University may require the Employee to obtain a second medical opinion at University expense. Medical information disclosed to the University will be kept confidential and disclosed on a need-to-know basis.

9.3 Determinations Regarding Accommodations. The University will determine whether an Employee is eligible for a reasonable accommodation, and the accommodation, if any, to be provided.

9.3.1 The University is not required to create a position, displace another Employee or move an Employee into a position for which the Employee is not qualified.

9.3.2 In addition to providing medical information as described above, the Employee is responsible for providing the University with current information showing skills, abilities, training and experiences. The University is responsible for informing the Employee of his or her responsibility to provide this information.

9.4 Disability Separation. If an Employee is unable to perform the essential functions of the Employee's position due to a disability that cannot be reasonably accommodated, including consideration of whether to move the Employee to a vacant position for which he/she is qualified, the Employee will be separated from service due to disability. Prior to any final decision regarding a disability separation, the University will notify the Employee of its determination, and provide the Employee (and his/her Union representative, at the Employee's election) with an opportunity to discuss that determination. Disability separation is not a disciplinary action.

9.5 Actions for Disputes Over Accommodation and Disability Separations. Employees may challenge issues relating to the University's determination regarding a request for accommodation using the University's Accommodating Persons With Disabilities Policy, including the internal complaint process in that policy and/or using those remedies available through applicable law. Disputes regarding these issues will not be subject to grievances under Article 36 – Grievance Procedure.

ARTICLE 10: HEALTH AND SAFETY

- 10.1 Responsibility for Safety. The University, Employees and the Union share responsibility for workplace safety.
- 10.1.1 The University will provide a work environment that complies with applicable safety standards established by the Washington Industrial Safety and Health Act (“WISHA”). The University will provide Employees with required safety equipment, personal protective equipment and apparel.
- 10.1.2 The Union and the University will work cooperatively on safety-related matters and encourage Employees to work in a safe manner and report any issues of concerns to the appropriate University officials.
- 10.2 Unsafe Working Conditions. An Employee who is given an assignment that he or she reasonably believes will be detrimental to his or her health will immediately notify his or her supervisor. The Employee will not be required to perform the alleged unsafe assignment, and will not receive discipline for refusing to do so, until the matter has been reviewed with the Employee’s supervisor. If such a review does not resolve the matter, it will be referred to the University’s Environmental Health and Safety staff. At the Employee’s request, a Union representative will participate in any review conducted pursuant to this Article.
- 10.3 Alcohol and Drug-Free Workplace. All Employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs. The University and all Employees must comply with the provisions of the Drug-Free Schools and Communities Act, the Drug-Free Schools and Campuses Regulations, the provisions of WAC 172-64 (Alcohol Policy at Eastern Washington University), and the University’s Drug and Alcohol Abuse Prevention Policy.
- 10.4 Safety Committees. The Union will designate an Employee from its represented unit to serve on the University-wide safety committee. In the event the University forms additional safety committees or sub-committees with responsibilities for areas in which Union Employees are working, the Union will be permitted to select a representative from its unit to sit on any such committee. Safety committee meetings will be conducted in accordance with WAC 296-800-13020.
- 10.5 Safety Training and Assessments.
- 10.5.1 The University will provide training to affected Employees regarding prevention of back, repetitive motion, static loading and other common workplace injuries.
- 10.5.2 Employees may request an evaluation of their work station or work site to address ergonomic and other safety issues, including issues involving use of computer monitors, furniture or equipment needs. The University’s environmental health and safety office will conduct such assessments. Recommendations for alterations to the workstation identified during an assessment will be shared with the affected Employee’s supervisor and with the Employee.

- 10.6 On-the-Job Injuries. An Employee who suffers a work-related illness or injury must report that illness or injury to his or her supervisor within twenty-four (24) hours, unless the Employee is prevented by incapacity from doing so. If the illness or injury is one for which time-loss payments are provided through the workers' compensation system, the Employee may choose to receive only such time-loss payment, or may choose to use paid leave in combination with workers' compensation benefits as follows:
- 10.6.1 An Employee choosing to use compensatory time, vacation leave, sick leave or personal holiday leave while receiving workers' compensation benefits will receive the full value of such paid leave in addition to his or her time-loss payments to the University.
- 10.6.2 Employees will not be required to use Family Medical Leave for work-related illness or injuries covered by workers' compensation.

ARTICLE 11: UNIVERSITY EQUIPMENT AND SUPPLIES

- 11.1 Equipment. The University will provide Employees with the equipment and supplies necessary to perform their job responsibilities. Supervisors will determine equipment (*e.g.*, computers, University vehicles) needed by each Employee. All such equipment will be issued, used and maintained as provided by applicable University policy and state law.
- 11.2 Logo Wear/Identification. Employees in customer- or student-service positions may be required to wear clothing, badges and/or name tags identifying them as University Employees for special events.
- 11.2.1 Where specific clothing items are required, the University will provide Employees with the required clothing. Prior to making a decision to purchase or modify special clothing, affected Employees will be given the opportunity to provide input into the clothing selection.
- 11.2.2 Any required logo wear/identification will be repaired or replaced by the University at its election on a fair wear-and-tear basis.
- 11.3 University-Provided Cell Phones. The University will provide a cell phone to those Employees who have a legitimate business need to be readily accessible for required or essential University communications because of:
- 11.3.1 Frequent business travel or frequent work at a remote location;
- 11.3.2 The need to initiate or receive communications in emergency situations;
- 11.3.3 The need to be accessible and available when away from an assigned land-line telephone or after business hours; and/or
- 11.3.4 The need to access email, calendars or other information not available through other means.

ARTICLE 12: CONFIDENTIALITY

- 12.1 Confidentiality of Employees' Personal Information. Personal and medical information regarding Employees, including information stored in electronic form, will be maintained, accessed and used in a confidential manner. The University will not release Employee personal information to third parties to the extent that disclosure would violate an Employee's right to privacy as defined by RCW 42.56.050, unless disclosure is compelled by the University's legal obligations or by court order.
- 12.2 Request for Employee Personal Information. The University will promptly notify affected Employees when it receives a request by a third party to release confidential, personal information about an Employee, including information related to the Employee's job performance contained in the Employee's official personnel file, or when the University proposes to release such information on its own initiative. Affected Employees will be provided with seventy-two (72) hours following the notice to consult with the University's public records officer or designee regarding the potential disclosure. Following consultation, the Employee will be permitted an additional seven (7) calendar days, unless a longer period is mutually agreed, in which to seek a legal order precluding the disclosure. Where the information proposed for release would affect a group of Employees, the employer will also provide the Union with written notice of the request.
- 12.3 Protection of Social Security Numbers. The University will not use Employees' social security numbers except as permitted by law. The University will redact Employee's social security numbers from any document produced pursuant to a Public Disclosure Act request.
- 12.4 Compliance with University Confidentiality Expectations. Employees will comply with the University's confidentiality expectations with respect to information disclosed to them in the course of their job duties. The University will notify Employees of the expectations and conduct training as appropriate for Employees exposed to confidential information.

ARTICLE 13: PERSONNEL FILES

- 13.1 Maintenance of Official Personnel Files. The University will maintain an official personnel file for each Employee, which will be kept in Human Resources Services. No material will be entered into the personnel file more than one (1) year after its creation. 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.
- 13.2 Grievance and Investigation Files. Grievance and investigation files will not be included in an Employee's personnel file. Such files will be housed in a separate file maintained by the chief human resources officer or designee.
- 13.3 Access to Official Personnel Files.
- 13.3.1 Upon request, Employees may inspect the contents of their official personnel file.
- 13.3.2 With written approval of the Employees, the Union may review Employees' official personnel files. Email notification shall be sufficient written approval.

- 13.3.3 Authorized management representatives with legitimate business need; supervisors in the Employee's chain of command; and Human Resources, Budget and Payroll Services representatives may access Employee's personnel files.
- 13.3.4 Employees and the Union may request copies of documents from official personnel files as part of a review of the file under this Article without charge.
- 13.4 Employee Supplied Information. Materials placed in an Employee's personnel file regarding performance or discipline will first be provided to the Employee. Employees who challenge or dispute material included in their personnel file have the right to submit responsive material for inclusion in their file. Employees may also place information relating to their performance or qualifications in their personnel file to document performance improvements, special achievements or awards.
- 13.5 Removal of Information.
- 13.5.1 An Employee may request that the University's chief human resources officer remove from his or her personnel file material that he or she believes to be false, irrelevant or improperly included in his or her file. Information related to alleged misconduct that is determined to be false will be promptly destroyed; provided that the University may retain copies of such material in a litigation or other file apart from the Employee's personnel file if the material is relevant to actual or reasonably anticipated legal action. Documents removed from an Employee's personnel file pursuant to this paragraph may not be used as evidence in any arbitration over discipline matters.
- 13.5.2 If requested by the Employee, discipline at or below the level of a written reprimand will be removed from an Employee's personnel file after three (3) years if the Employee has not received subsequent discipline. Employees must submit their requests in writing to the Human Resource Services Manager.
- 13.6 Medical Information. Medical information regarding an Employee will be kept in a separate file and maintained in a confidential manner in accordance with state and federal law.
- 13.7 Working Files. Supervisors may retain private working files containing copies of documents included in an Employee's official personnel file, as well as notes or other informal records regarding Employee performance. Working files are intended to assist the supervisor in managing performance issues and preparing for Employee evaluations. They are not considered part of the Employee's official personnel file. Materials will be kept in supervisor files only as long as they have a reasonable bearing on the Employee's ongoing performance.

ARTICLE 14: MEMBERSHIP REPORTS

- 14.1 Membership Reports. Each month, the University shall provide the Union with a report in an electronic format of the following data, as available, for Employees in the bargaining unit represented by the Union:

- Employee Identification Number
- Name
- Employee work email
- Home address and/or mailing address
- Employee class
- Position number
- Position title
- Status
- Supervisor
- Pay range
- Monthly salary
- Percent of effort
- Term (number of months)
- Employment date
- Employment date in a bargaining unit position
- Department

14.2 Membership Movement Reports. The University will provide to the Union the following information upon request: a listing of all bargaining unit Employees recently hired; Employees in the bargaining unit who transfer, promote, or leave the bargaining unit; and the reason for leaving the bargaining unit. Any such report shall be sent to the Union State Office.

ARTICLE 15: TYPES OF APPOINTMENTS

15.1 Regular Appointment. A regular appointment is an appointment which is scheduled to work twenty (20) or more hours per week for a term of at least six (6) months. Regular appointments are eligible for all benefits, some of which are prorated for part-time Employees as described in this Agreement.

15.1.1 Cyclic Leave. Employees scheduled to work fewer than twelve (12) months during the year will meet with their supervisor in advance of the fiscal year to discuss the amount of cyclic leave without pay they will be required to use during the year, and the schedule for the leave. The cyclic leave schedule will be developed with consideration of employee input and requests, but will be subject to final approval by the supervisor. Operational needs may require changes to employees' scheduled cyclic leave. Employees will be provided with as much notice as possible of any such changes.

15.1.2 Additional Work for Cyclic Positions. When additional work is required of a cyclic Employee that can be performed during a period when the Employee is scheduled for leave without pay, the work will be offered to the incumbent before being offered to others.

15.2 Temporary Appointment. The University may hire temporary Employees to perform bargaining unit work made necessary by the absence of a regular Employee; to address fluctuations in workload; or to meet needs in situations where there is insufficient work to support a regular position. Upon request, the University will notify the Union of the

circumstances and projected duration of any temporary appointment within the bargaining unit. Unless otherwise agreed, individuals in temporary positions are limited to one thousand (1,000) hours of work, excluding overtime hours, in any twelve (12) consecutive month period from the individual's original date of hire. Such appointments shall not exceed twelve (12) months, and individuals working temporary appointments are not included in the bargaining unit.

- 15.3 Project Appointments. A project appointment or position is one of a specific duration, with an anticipated end date and a duration of at least six (6) months. The University may create project positions in situations where the position is contingent upon state, federal, local, grant or other special funding of specific and of time-limited duration, where the work to be performed by the position is project-based and/or where the position is intended as an introductory position to recent University graduates, not intended to last longer than twelve (12) months. The University will notify employees at the time of hire of the project nature of the position and the anticipated end date.

Project appointments may be extended based upon the continuation of stated, federal, local, grant, other special funding or departmental need. Project employees are included in the bargaining unit and are eligible for University-provided benefits, including leave, insurance and retirement benefits, on the same basis as regular employees. Project positions will not be used to supplant regular bargaining unit positions. Employees in project positions will not have rights regarding a reduction in force as described in Article 35.

- 15.4 Interim Appointments. An interim appointment may be made to fill a position intended as a regular appointment until such time as the recruiting and selection process can be completed to fill the vacancy. Such appointments shall not normally exceed twelve (12) months.
- 15.5 Acting Appointments. An acting appointment may be made to replace a person on leave of absence from an exempt position at the University. Such appointments shall not exceed the term of the leave of absence of the person being replaced.
- 15.6 Reversion.

15.6.1 Employees who accept an Acting or Interim assignment, including assignments outside of the bargaining unit, will have the right to revert to their former position if the University determines that their performance in the Acting or Interim assignment is not satisfactory or at the conclusion of the Acting or Interim assignment.

15.6.2 Employees who have previously held a classified staff position at the University will have those reversion rights provided by RCW 41.06.070.

ARTICLE 16: COMPENSATION

- 16.1 Initial Appointment. The University will determine the starting salary of Employees newly placed into a bargaining unit position. Factors that may lead to placement above the bottom of the assigned salary range include relevant experience, education and special qualifications of the Employee.

16.2 Wage Increases.

16.2.1 For the term of this Agreement (July 1, 2021 – June 30, 2024) only, the University agrees to pass through, at the rate of 100%, any legislature funded salary increases or COLAs for all positions subject to this Agreement. Any increase will be applied no later than the date the legislature indicates the increases take effect.

16.3 Promotion. For the purposes of this agreement, the definition of Promotion is agreed to as follows: When a current bargaining unit employee accepts a position in a higher salary range. Employees may not be promoted through the reevaluation process detailed in Article 16.5. A position in the same salary range is considered a lateral move and not a promotion.

The University will determine the new salary for an Employee who is promoted to a bargaining unit position with a higher salary range based on a consideration of the Employee's experience, education and special qualifications; provided any such promotion will result in a minimum salary increase of six percent (6%).

16.4 Reassignment. Employees who are reassigned to a position with a higher salary range may receive a salary increase, if appropriate, but will not in any event be paid less than the bottom of the higher range. Employees who are reassigned to a position with a lower salary range will not suffer a reduction in pay unless the Employee's current salary exceeds the range of the new position, in which case the Employee will be placed at the top of the lower range.

16.5 Reevaluation of Existing Positions. The University may adjust the salary of an Employee as a result of a position reevaluation. Reevaluations may be requested by Employees or supervisors; provided that Employees will be limited to one (1) request in any twelve (12) month period, and only after the employee has been employed in their current position for at least six (6) months. Employees may initiate a reevaluation by submitting a written request to the Human Resources Manager. A recommendation by Human Resources will be made to the appropriate authority within sixty (60) days after submission by the employee and supervisor. Reevaluations that exceed sixty (60) days will be referred to the Labor Relations Manager.

16.5.1 Increase in Salary Range. In the event that a reevaluation results in the placement of the position in a higher salary range, the employee's salary will be increased by a minimum of six (6) percent and will include consideration of the employee's experience, education and/or special qualifications, provided that credit for experience, education and/or special qualifications has not been given in the past. A salary increase approved as part of a position reevaluation will be effective as of the date of submission of the reevaluation request.

16.5.2 Decrease in Salary Range. In the event that a reevaluation results in the placement of the position in a lower salary range, the Employee's salary will not be reduced unless it exceeds the top of the lower range, in which case the Employee will be placed at the top of the lower range.

- 16.5.3 Addition of Responsibilities. An Employee's salary may be adjusted within the existing salary range where there has been a material change in his/her responsibilities.
- 16.5.4 Reevaluation Appeal. If an Employee disagrees with a reevaluation decision made by the University, the Employee may submit a written appeal to Human Resources within thirty (30) calendar days of receiving the final reevaluation decision from the University. Human Resources will direct the appeal to a University Vice President who is not in the employee's chain of command for review.

The University Vice President will provide, within thirty (30) calendar days of the receipt of the appeal, an opportunity for the Employee, with a PSE Union Representative to meet with the University Vice President and the University Labor Relations Manager to present his/her appeal and allow for any questions and responses from the parties.

All materials utilized in determining the reevaluation decision will be provided to the Employee and the University Vice President to assist in the appeal process. Decisions regarding appropriate allocation will be reviewed in accordance with this Article and the decision of the Vice President will be forwarded to the University's Human Resources Department for implementation. This Article of the collective bargaining agreement is subject to Article 36, Grievance Procedures.

- 16.6 Recruitment and Retention. The University may, in its discretion, increase the salary of a current Employee for retention purposes when the Employee has a competing offer at a higher rate of pay.

ARTICLE 17: HOURS OF WORK

- 17.1 Full-Time Employment. Full-time Employees will not be regularly scheduled to work more than forty (40) hours in a work week.
- 17.2 Overtime-Exempt Positions. Overtime-exempt staff are expected to set their schedule in consultation with their supervisor to ensure that their assigned duties are completed in a timely and efficient manner. Work schedules must be set to average no less than forty (40) hours per week for full-time Employees.
- 17.3 Overtime-Eligible Positions. The work schedules for overtime-eligible Employees will be determined by the University, in consultation with the Employee, based on the job duties of the position. Employees may be required to adjust their work schedules or flex their work hours within a work week to avoid/limit overtime or address operational needs; Employees may be permitted to adjust or flex their work hours at their request when such changes will not undermine University operations.
- 17.4 Schedule Changes. Employees will be given at least fourteen (14) calendar days' written notice of an ongoing change to their work schedule (*i.e.*, a change lasting twenty-one (21) calendar days or longer). The day notification is given will be considered the first day of notice.

- 17.5 Mandatory Meetings Outside Employees' Work Hours. Employees will be given a minimum of two (2) business days' notice of a mandatory meeting scheduled outside their normal work hours.
- 17.6 Telecommuting. With advanced approval by their supervisor, Employees may be permitted to telecommute.

ARTICLE 18: MEALS AND REST PERIODS

The parties agree to meal and break periods for Employees that vary from and supersede the meal and break period requirements of WAC 296-126-092.

- 18.1 Employees will receive an unpaid meal period of at least thirty (30) minutes during any shift lasting longer than five (5) hours. Employees who work more than three (3) hours past the end of their regular shift will be entitled to a second unpaid meal period of at least thirty (30) minutes.
- 18.2 Meal periods will be considered paid time when an Employee is required by the University to remain on duty on the premises, or when the Employee is required to remain at a prescribed work site (*e.g.*, a customer service counter, his/her desk) in the interest of the University. When an Employee's unpaid meal period is interrupted by work duties, the Employee will be allowed to resume his or her unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event that an overtime-eligible Employee is unable to complete the unpaid meal period due to operational necessity, the Employee shall be entitled to compensation for the portion of the meal period he or she was required to work.
- 18.3 Employees will be allowed paid rest period of fifteen (15) minutes in each one-half (1/2) shift of four (4) or more hours in duration. Where the nature of the Employee's work allows the Employee to take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) hours of work, scheduled rest periods are not required.
- 18.4 Unless otherwise approved by the Employee's supervisor, meal and rest periods may not be combined or used for late arrival or early departure from work.

ARTICLE 19: OVERTIME

- 19.1 Overtime Eligibility. The University will determine which positions are eligible for overtime compensation and which are exempt from overtime compensation based on the requirements of state and federal law. Employees will be notified of their overtime eligibility at the time of their appointment. Employees who have questions about their overtime status, or who believe that their position has been improperly categorized, should contact Human Resources. Human Resources will provide a written response to any such questions raised by Employees. Disputes regarding an Employee's eligibility for overtime under state and federal law may be addressed through applicable legal processes, but will not be subject to grievances under Article 36 – Grievance Procedure.
- 19.2 Overtime-Eligible Positions. Employees who are eligible for overtime will receive overtime compensation at a rate of one and one-half (1½) times their regular rate of pay for all hours worked in excess of forty (40) in a work week.

- 19.3 Workweek. Unless otherwise specified, the work week for purposes of determining overtime eligibility shall commence at 12:01 a.m. on Monday and end at 12:00 midnight on Sunday.
- 19.4 Overtime Computation. For purposes of calculating overtime, all hours spent performing assigned duties and all paid leave will be considered hours worked. Leave without pay, and bonus/additional pay for off-duty interruptions do not constitute hours worked.
- 19.4.1 Overtime Scheduling and Authorization. Employees will be informed as soon as reasonably practical about the need to work overtime. Employees are expected to receive prior authorization from their hiring authority or designee before working overtime. In the event that an emergency or other unforeseen circumstance prevents an Employee from receiving prior approval for overtime work, he/she must notify the hiring authority or designee as soon as practical about the overtime hours worked.
- 19.4.2 Compensatory Time. With the approval of their supervisor, the Employee may accrue compensatory time in lieu of receiving overtime pay. Compensatory time will accrue at the rate of time and one-half for each overtime hour worked.
- (a) An Employee will not be allowed to accumulate more than eighty (80) hours of compensatory time at a time. Employees who have reached the maximum compensatory time accrual will receive pay for additional hours worked at the applicable overtime rate.
 - (b) Compensatory time off must be scheduled in advance with the approval of the Employee's supervisor.
 - (c) All compensatory time must be used by June 30th of each year. If compensatory time balances are not scheduled to be used by the Employee by April of each year, the supervisor will contact the Employee to review his or her schedule. The Employee's compensatory time balance will be cashed out the first regular payday following June 30th or when the Employee separates from the Employer.
- 19.4.3 Off-Duty Interruptions. Overtime-eligible Employees who are required to respond to work-related calls or electronic messages during off-duty hours will record actual time worked or one-half (1/2) hour, whichever is greater.
- 19.5 Overtime-Exempt Positions. Overtime-exempt Employees receive a salary that compensates them for all hours worked, including hours beyond forty (40) hours in a work week that may be required to complete assigned duties. The actual time needed to complete the assigned duties of exempt positions may vary from week to week depending on operational needs, an individual's efficiency and other factors. Consistent with the provisions of Article 17.2, exempt Employees enjoy greater flexibility over their work schedules, as long as performance expectations are being met (*e.g.*, projects are completed, turnaround times are within acceptable parameters, Employees are available for work appointments and meetings).

ARTICLE 20: HOLIDAYS

20.1 Paid Holidays. The following days are paid holidays for all eligible Employees:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	The Day After Thanksgiving
Christmas Day	December 25
Personal Holiday	(As described below)

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.

20.2 Unpaid Holidays. Employees shall be granted two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The Employee shall select the days on which to take the unpaid holidays after consultation with the University as provided by University policy. An unpaid holiday requested pursuant to University policy will not be denied unless the Employee's absence would impose an undue hardship on the University, as defined by applicable rule or regulation.

20.3 Holiday Pay. Eligible full-time Employees will receive eight (8) hours of pay at their straight-time rate for each paid holiday. Part-time Employees will receive holiday pay on a prorated basis. Employees working alternate schedules who are normally scheduled to work more than eight (8) hours on a day observed as a paid 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.

20.4 Eligibility for Holiday Pay. Employees are eligible for all paid holidays if they hold twelve-(12) month appointments, and if they are in paid status on their regular, scheduled workday preceding the holiday. Employees with appointments for less than twelve (12) months will be eligible for all paid holidays that fall during their period of employment, provided they were in paid status on their last scheduled workday preceding the paid holiday. Employees whose employment is terminated immediately prior to a paid holiday are not entitled to holiday pay.

20.5 Hours Worked on a Holiday. In addition to holiday pay described in Article 20.3, overtime eligible Employees required to work on a holiday will receive pay at their overtime rate for all hours worked on the holiday. Overtime exempt Employees who are required to work on an observed holiday will be permitted to take an alternative day off on a date scheduled with the approval of the supervisor.

- 20.6 Holiday Observance. When the observed paid holiday falls on the Employee's scheduled workday, that day will be considered the paid holiday. When an observed paid holiday falls on the Employee's scheduled day off, he or she will be permitted to take an alternate day off during the week in which the holiday is observed. Employees must schedule any such alternate days off in advance with the approval of their supervisors.
- 20.7 Personal Holidays. Employees holding a twelve- (12) month appointment are entitled to one (1) paid personal holiday during each calendar year to be scheduled at the convenience of the employing department. Full-time Employees will receive eight (8) hours off for a paid personal holiday. Part-time Employees will receive hours off on the same prorated basis that their monthly schedule bears to full-time employment. Paid personal holidays may not be carried over to the next calendar year. Part or all of a paid personal holiday may be donated to another Employee for shared leave as permitted by applicable law and University policy.

ARTICLE 21: VACATION

- 21.1 Vacation Accrual. Full-time Employees accrue 14.67 hours of vacation leave per month for each month of work. Part-time Employees with an appointment of at least fifty percent (50%) time will accrue vacation at a prorated rate. Vacation leave shall not accrue during leave without pay that exceeds ten (10) working days in any calendar month.
- 21.2 Use of Leave. Use of vacation leave must be requested and approved in advance by the Employee's supervisor, and any such approval shall take into account the need to ensure adequate fulfillment of the Employee's job responsibilities. Employees wishing to use vacation leave for a substantial period are encouraged to request leave with as much prior notice as possible. Employees are not permitted to use more than four hundred eighty (480) hours of vacation leave in a fiscal year.
- 21.3 Cash Payment for Vacation. Except as provided below, upon separation of employment, Employees will receive cash at their then-current rate of pay for accrued but unused vacation; provided that the total vacation leave used during the fiscal year and any amount cashed out may not exceed four hundred eighty (480) hours in a fiscal year.
- 21.3.1 If the Employee separates to accept other state employment where vacation leave is accrued, vacation leave will be transferred as authorized by law to the extent accepted by the Employee's new employer. If the Employee has a vacation leave balance that exceeds the maximum amount of vacation leave the new employer will accept in transfer, the University will cash out the vacation hours in excess of what the agency will accept; provided that the combination of leave taken during the fiscal year, leave transferred to the new agency, and any leave for which a cash payment is made cannot exceed four hundred eighty (480) hours.

ARTICLE 22: HEALTH INSURANCE

The University will provide Employees with health, life, disability and dental insurance coverage according to the eligibility rules and terms set by the Health Care Authority and through the provisions of RCW 41.56.021 and RCW 41.80.020.

ARTICLE 23: VOLUNTARY EMPLOYEES BENEFICIARY ASSOCIATION (“VEBA”)

The University will maintain its Voluntary Employees’ Benefit Association Medical Expense Plan (“VEBA Plan”) during the term of this Agreement. All eligible Employees who retire during a calendar year will participate in the VEBA Plan unless a majority of retirement eligible Employees determines through a majority vote that they do not wish to participate in the VEBA Plan during that calendar year. Voting to determine participation in the VEBA Plan will be conducted according to the University’s VEBA Procedures.

ARTICLE 24: TRAVEL

- 24.1 Travel Expense Reimbursement. Employees required to travel in order to perform their duties will be reimbursed for any authorized travel expenses (*e.g.*, mileage and/or per diem) in accord with the regulations established by the Office of Financial Management and University policy.
- 24.2 Time Spent in Required Travel. Time spent in job-related travel, including travel to and from approved training, will be compensated as required by state and federal law (*see* 29 CFR §785.33 *et seq.*), including those regulations requiring that Employees receive compensation for work the Employee is required to perform while traveling.

ARTICLE 25: LICENSURE AND CERTIFICATION

- 25.1 Counseling and Psychological Services.
- 25.1.1 Continuing Education and Licensure/Certification Costs. The University will make available continuing education funds, budget permitting, which counseling psychologists and psychological counselors may use for CEUs or other licensure/certification purposes, subject to prior approval by the supervisor.
- 25.1.2 Time for Continuing Education. Counseling psychologists and psychological counselors will be permitted to use work time to complete CEUs for required licensure or certification, subject to prior approval by the supervisor, which shall not be unreasonably withheld.
- 25.2 License and Certification Fees. If the University requires licensure or certification of an Employee not covered by Article 25.1 above as a requirement of employment, the University will pay the cost of maintaining that license or certification. Employees may request, and supervisors may authorize, payment of the costs of maintaining or obtaining a license or certification identified as a preferred qualification for their position.
- 25.3 Continuing Education for Required Licenses and Certifications. Employees other than those covered by Article 25.1 will be permitted to use work time to complete continuing education requirements associated with licensure or certification that is a job requirement. With advance supervisory approval, the University will pay the costs associated with continuing education requirements.

ARTICLE 26: EMPLOYEE DEVELOPMENT AND TUITION

- 26.1 Development and Training Program. The University recognizes the importance of an educated workforce as a resource and the value of training in developing and maintaining job skills and improving Employee performance. Employee training opportunities will be identified, evaluated, and provided in accord with the University's Employee Development and Training Policy.
- 26.2 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.
- 26.3 Approved Training Time and Expenses. Time spent in training approved by the University shall be considered work time.
- 26.4 Tuition Waiver Program. Employees are eligible to participate in the University's tuition waiver program as provided in RCW 28B.15.558 and University policy. Eligible Employees may enroll in up to ten (10) credit hours per term at a cost not to exceed five dollars (\$5) per Employee per term, plus applicable fees. Eligible Employees wishing to audit or challenge classes may do so for a charge not to exceed five dollars (\$5) per Employee per term.

ARTICLE 27: CHILD CARE

The parties recognize that family life has a significant impact upon Employees' work lives. The University agrees to provide bargaining unit Employees with access to the EWU Children's Center on the same basis as any non-student in the University Community.

ARTICLE 28: SUSPENDED OPERATIONS AND INCLEMENT WEATHER

- 28.1 Suspended Operations. The University's Suspended Operations (Emergency Closure) Policy shall apply to bargaining unit members.
- 28.2 Inclement Weather. If a work location remains fully operational but an Employee is unable to report to work, must report to work late, or is unable to remain at work because of severe inclement weather, or conditions caused by severe inclement weather, the Employee may use accrued compensatory time, personal holiday time or vacation leave, or take unpaid leave for the period of his or her absence.

ARTICLE 29: SICK LEAVE AND LEAVE SHARING

- 29.1 Sick Leave.
- 29.1.1 Sick Leave Accrual. Full-time Employees will accrue sick leave at the rate of ten (10) hours for each calendar month during their first two (2) years of service, and twelve (12) hours for each completed calendar month of service thereafter. Employees hired into a bargaining unit position from another exempt University position shall be credited with service in their previous exempt position when determining their accrual rate. Part-time Employees shall accrue sick leave on a

pro-rated 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.

29.1.2 Use of Accrued Sick Leave. Accrued sick leave may be used for the following reasons:

- (a) The Employee's own illness, injury or disability (including disability due to pregnancy or childbirth);
- (b) A period of quarantine following the exposure to a contagious disease during the period when attendance on duty would jeopardize the health of others;
- (c) The need to care for a dependent child (as defined in WAC 296-130-020) under eighteen (18) years of age, or an older child incapable of self-care, with a health condition requiring treatment or supervision;
- (d) The need to care for an Employee's spouse, registered domestic partner, parent, parent-in-law or grandparent with a serious health condition or emergency condition;
- (e) Medical, dental or optical appointments for the Employee or other family member (as described in paragraph (d) above) where the Employee's presence is required, if arranged in advance with the Employee's supervisor whenever possible;
- (f) Bereavement leave in addition to leave provided by Article 30.1, or in circumstances not covered by Article 30.1, if such use is approved in advance by the Employee's supervisor;
- (g) Other circumstances if authorized by the Human Resources Director or designee.

29.1.3 Sick Leave Reporting 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) consecutive days or more, or where there is reason to suspect sick leave abuse, the University may require the Employee to present a physician's certificate or other document verifying the need for sick leave before paid leave is authorized. In the case of suspected sick leave abuse, the University must notify the Employee of the factual circumstances underlying its suspicion. Employees who are required to provide written verification for sick leave on an ongoing basis will be notified in writing of that fact, the reasons for it, and the end date for the period of required verification. Absent an ongoing concern with suspected sick leave abuse, Employees will not be required to verify sick leave for more than six (6) consecutive months.

- 29.1.4 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 elect to participate in the attendance incentive program authorized by RCW 41.04.340. Participating Employees will receive cash at the Employee's straight-time rate for any sick leave hours cashed out, subject to the following:
- (a) Employees may cash out hours accrued during the previous year to a maximum of eight (8) hours per month (ninety-six (96) hours for the year), less any sick leave used during the year.
 - (b) Employees will not be permitted to reduce their sick leave balances below four hundred eighty (480) hours through sick leave cash out.
 - (c) Sick leave will be cashed out at a rate of one (1) hour's pay for each four (4) hours of sick leave cashed out. Hours cashed out will be deducted from Employees' sick leave balance.
- 29.1.5 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 rate of pay as permitted by RCW 41.04.340. Sick leave will be cashed out a rate of (1) hour's pay for each four (4) hours of sick leave. In lieu of a cash payout for sick leave at retirement as provided in this Article, an Employee will receive the amount of any such payout in the form of a contribution to a medical reimbursement plan if the Employee is eligible to participate in such a plan at the time of his or her retirement or death.

29.2 Shared Leave Program. Employees may donate and receive shared leave as permitted by applicable law and University policy.

ARTICLE 30: OTHER LEAVE

- 30.1 Bereavement Leave. Employees will be granted three (3) days of paid bereavement leave for the death of the Employee's spouse, registered domestic partner, child, parent, sibling, grandparent, or grandchild, or the death of a parent of the Employee's spouse or registered domestic partner. Bereavement leave will also be granted for the death of any other person residing in the Employee's home who shares reciprocal duties of care and financial support with the Employee.
- 30.2 Jury and Witness Leave. Employees summoned for jury service or subpoenaed to appear as a witness in a matter unrelated to the Employee's personal or financial matters will receive pay at their regular rate of pay for work hours missed because of their required service. Employees must notify their supervisors upon receipt of a summons for jury service or a subpoena to appear as a witness, keep their supervisors apprised of the schedule for their jury or witness duties, and report to work when the court schedule permits. 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 may retain any payments received for service as a juror or witness as provided in this Article.

30.3 Leaves Provided by Applicable Statute. The University will provide Employees with family and medical leave, pregnancy disability leave, military leave and other paid and unpaid leave required by state and federal law, including, but not limited to:

- Family and Medical Leave (29 U.S.C. §2601 *et seq.*).
- Paid Family and Medical Leave (RCW 50A)
- Family Care Act Leave (RCW 49.12.265).
- Pregnancy Disability Leave (RCW 49.60).
- Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76).
- Leave for Spouses of Deployed Military Personnel (RCW 49.77).
- Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits and requirements will be determined by applicable law and will be administered according to University policy. During any period of unpaid leave in which health benefits are not continued by law, an Employee who uses less than eight (8) hours of paid leave during a month may continue his or her health insurance coverage by paying the full premium cost for that insurance. For information about leaves and eligibility, employees should contact Human Resources.

30.4 Military Leave.

30.4.1 Paid Leave.

- (a) Employees will be entitled to military leave with pay not to exceed twenty-one (21) working days during each year, beginning October 1st and ending the following September 30th, in order to report for active duty, when called, or to take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty in the Washington National Guard or the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States or any organized reserve or armed forces of the United States. Such leave will be in addition to any vacation and sick leave to which an Employee is entitled and will not result in any reduction of benefits, performance ratings, privileges or pay. During paid military leave, the Employee will receive his or her normal base pay.
- (b) Employees required to appear during working hours for a physical examination to determine physical fitness for military service will receive full pay for the time required to complete the examination.

30.4.2 Unpaid Leave. In addition to paid military leave provided by this Article, Employees will be granted a military leave of absence without pay for service in the armed forces of the United States or the State of Washington, or in connection with the military deployment of a spouse during a period of military conflict, to the extent required by applicable state and federal law.

30.4.3 Leave Requests. Unless prohibited by military necessity, Employees must provide the University with a copy of their orders at the time they request military leave. Requests for military leave will be made as soon as reasonably practical after the Employee learns of the need for such leave.

- 30.5 Leave of Absence. University employees subject to this Agreement may request an unpaid leave of absence from duty, pursuant to University policy. For more information on eligibility requirements, request procedures, and time limitations for leaves of absence, employees should reference the University's Leave Without Pay policy which can be found on the University's policy website at: <https://inside.ewu.edu/policies/>.

ARTICLE 31: VACANCIES

- 31.1 Minimum Qualifications. The University will determine the minimum qualifications required for newly created positions, and any changes to the minimum qualifications of vacant positions that are being refilled. Should the University wish to change the minimum qualification for an existing position filled by an incumbent Employee, the University shall provide the Union with notice of the change and an opportunity to bargain before making any such change. The University may change desired or preferred qualifications associated with any position.
- 31.2 Posting of Positions. The University will post open positions on its website. Union officers and other Employees interested in receiving notice of newly-posted positions may register to receive email notification of all new postings.

ARTICLE 32: PROBATION

- 32.1 All Employees newly hired into the bargaining unit will serve a probationary period of twelve (12) months. This period is to allow the University 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.
- 32.2 It is expected that Supervisors will provide probationary and reassigned Employees with feedback related to performance and provide appropriate training and guidance. All probationary and reassigned Employees who are no longer in the probation period shall participate in an interactive review within the first twelve (12) months of employment or reassigned position, where the Employee and supervisor will review the Employees position description and the Employee will be provided with feedback regarding areas of any needed improvement. When possible, a co-worker/mentor may be assigned to probationary and/or reassigned employees from within their department by their supervisor to assist with acclimating the new employee to the department and/or University during the first year of employment. Alleged violations of Article 32.2 will not be subject to the Grievance procedure.
- 32.3 The University may discharge a probationary Employee at any time during the probationary period, and such action will not be subject to the grievance procedure.

ARTICLE 33: PERFORMANCE EVALUATIONS

- 33.1 Overview. Supervisors should complete a written performance review on each Employee at least annually. Immediate supervisors will meet with Employees at the start of their review period to discuss performance expectations and goals. Employees will receive written copies of their performance expectations as well as written notification of any modifications made during the review period.

- 33.2 Evaluations. As part of the performance evaluation process, Employees will be provided with a written performance evaluation 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, 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.
- 33.3 Purpose of Performance Evaluations. The evaluation is intended to convey the supervisor's assessment 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, and judgment. Performance evaluations establish goals for development, and may set expectations for improvement, but are not disciplinary in nature. The contents of performance evaluations are not subject to the grievance procedure.
- 33.4 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.

ARTICLE 34: DISCIPLINE

- 34.1 Just Cause. All disciplinary action for Employees who have successfully completed their probationary period shall be for just cause. The University may discipline or discharge an Employee during the probation period without recourse to the Grievance Procedure.
- 34.2 Progressive Discipline. The University shall apply, where appropriate, the principles of progressive discipline which include, but are not limited to, the following steps: written warning, suspension without pay and finally, discharge. The University will not be required to apply progressive discipline where the nature of the offense calls for immediate discharge or imposing discipline without progression.
- 34.3 Investigations.
- 34.3.1 Investigations. The University has adopted guidelines for conducting investigations into alleged misconduct and/or violation of laws, regulations, or policies relevant to the University and its constituents. The current version of these guidelines can be found at EWU Guideline 401-01. Employees have an obligation to cooperate with investigations conducted by the University.
- 34.3.2 Representation. Upon request, an Employee has the right to a Union representative at an investigatory interview called by the University if the Employee reasonably believes discipline could result. The Employee shall be permitted a reasonable period of time to arrange for participation of a PSE Staff representative or bargaining unit steward as is appropriate and timely to the situation. The role of the Union representative in regard to University- initiated investigations is to provide assistance and counsel to the Employee and not interfere with the investigation.
- 34.3.3 Meetings. Investigatory interviews and other meetings related to performance concerns shall be conducted on the Employee's paid time.

- 34.3.4 Administrative Leave. The University may, at its discretion, place Employees on paid administrative leave during an investigation. Employees on such paid administrative leave must remain available during their normal hours of work.
- 34.3.5 Employee Review. The University will provide the Employee with the written findings reached at the conclusion of an investigation. The Employee may share this information with the Union and has the right to request Union representation at any point of the investigation and discipline process.
- 34.4 Pre-Disciplinary Procedure. If the University intends to impose discipline that involves a loss of pay or termination of employment, the following pre-disciplinary procedure shall apply:
- 34.4.1 Notice of Intent to Discipline. The University will inform the Employee and the Union 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 Union representation at a Pre-Disciplinary Meeting.
- 34.4.2 Request for Information. Upon request, an Employee or the Union will be provided with copies of any documents or witness statements upon which the University is relying for the proposed disciplinary action.
- 34.4.3 Pre-Disciplinary Meeting. The Employer will schedule a Pre-Disciplinary Meeting to permit the Employee to respond to a notice of intent to discipline. At the beginning of any Pre-Disciplinary Meeting, the University will describe its proposed discipline and the reasons for issuing the proposed discipline.
- 34.4.4 Disciplinary Decision. No later than fourteen (14) calendar days after the close of the Pre-Disciplinary Meeting, the University shall inform the Employee of its decision in writing. 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 fourteen (14) calendar days from the date notice was provided to the Employee.
- 34.5 Grievance of Discipline or Discharge. Disciplinary actions limited to oral or written counseling or reprimand may not be challenged through the Grievance Procedure in Article 36. All other disciplinary actions may be challenged through the Grievance Procedure.
- 34.6 Resignation and Retirement. Employees are expected to provide a minimum of one (1) month's notice of their planned resignation or retirement.

ARTICLE 35: REDUCTION IN FORCE

- 35.1 Notice to the Union. In the event the University decides to reduce staffing through layoffs or the reduction of hours, it will provide the Union with a minimum of thirty (30) days notice of its proposed reduction. If requested, the University will meet and confer with the Union during the notice period to discuss alternatives to the proposed reductions and/or bargain regarding the impacts of the proposed reductions.

- 35.2 Notice to Affected Employees. An Employee whose position is eliminated as part of a reduction in force will receive written notice of no less than fourteen (14) calendar days prior to the effective layoff date. An Employee whose hours or term is reduced as part of a reduction in force will receive notice of no less than thirty (30) days prior to the effective date of the reduction. The Union shall be provided with a copy of the notice.
- 35.3 Recall. An employee who has been laid off or whose position has been reduced in term or hours through a reduction in force will be placed on a re-employment list for their position for a period of twelve (12) months. Before hiring a new employee to fill a vacant position, the University will first offer an employee on a re-employment list for the position the chance to be recalled to the position or to reinstate the term or hours reduced through a reduction in force. If there are multiple employees on a re-employment list for the same position, employees will be reinstated/recalled in reverse order of layoff. In the event that two employees on the list share the same layoff date, the employee with the longest continuous service in the position will be recalled/reinstated first. Employees will have five (5) business days to respond to an offer of recall/reinstatement. An employee who refuses an offer of recall/reinstatement will be removed from the re-employment list. Employees recalled to employment will be credited with the sick leave balances they had accrued as of the date of their layoff.

ARTICLE 36: GRIEVANCE PROCEDURE

- 36.1 Purpose. PSE and the University encourage problem resolution between Employees and management, and are committed to resolving disputes at the earliest opportunity and at the lowest level possible.
- 36.2 Definition of Grievance. A grievance is a dispute between the University and an Employee, or the Union (on its own behalf or on behalf of one or more Employees), over an alleged violation, misinterpretation or misapplication of an express term or provision of this Agreement.
- 36.3 Time Limits.
- 36.3.1 Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the Union, on behalf of the Employee(s), fails to act or respond within the specified time limits, the grievance will be considered waived. If the University fails to respond within the specified time limits, the grievance will proceed to the next step of the grievance procedure.
- 36.3.2 The day after the event, act or omission will be the first day of a timeline under this Article. In the event a time limit under this Article ends on a weekend or holiday, the deadline will automatically be extended to the following University business day.
- 36.3.3 Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day called for under an applicable time limit.

- 36.4 Submission of Grievances and Responses. All grievances and requests for arbitration must be submitted to the University's labor relations manager or designee, by fax, hard copy, and/or electronic mail. The grievance will state the name(s) of the Employee(s) affected by the grievance. The labor relations manager or designee will be responsible for distributing the grievance or request to the appropriate University representative for response. All University responses will be submitted to the Employee and the Union's business agent by hard copy, fax and/or electronic mail.
- 36.5 Employee Representation. An Employee shall have the right to represent him/herself or to be represented by the Union. In addition, the Union has the right in its own capacity to act as an aggrieved party in the grievance procedure. Only the Union, on its own behalf or on behalf of an Employee or group of Employees, may pursue a grievance to Step 3 (arbitration).
- 36.6 Informal Resolution. Employees are encouraged to attempt to resolve complaints through informal discussion with their supervisors prior to filing a grievance.
- 36.7 Step 1. Regardless of the status of any informal discussion regarding a grievance, the Employee or the Union will submit the grievance in writing to the Human Resources Office within twenty-eight (28) calendar days of the day the Employee or the Union knew or reasonably should have known of the events giving rise to the grievance. The written statement will include the facts giving rise to the grievance, the Article(s) of the Agreement allegedly violated, and the remedy sought. The Employee's immediate supervisor will respond to the grievance in writing within fourteen (14) calendar days of its receipt.
- 36.8 Step 2. Should Step 1 fail to resolve the grievance, within fourteen (14) calendar days following its receipt of the immediate supervisor's response, the Employee or the Union will submit the written grievance to the Human Resources Office for consideration by the appropriate Vice President, the Provost or the President, depending on the Employee's chain of command, or the officer's designee. The appropriate officer or designee will respond in writing to the grievance within twenty-one (21) calendar days following its receipt.
- 36.9 Step 3. Should Step 2 fail to resolve the grievance, the Union will submit a written request to the University to arbitrate the grievance within fourteen (14) calendar days after its receipt of the officer's or designee's response.
- 36.10 Option of Mediation. Upon mutual agreement, the parties may elect to suspend deadlines on a grievance that has proceeded to Step 3 of the grievance procedure while the matter is submitted to voluntary mediation.
- 36.11 Arbitrator Selection.
- 36.11.1 Following the University's receipt of the Union's request to arbitrate, a representative of PSE and the University's labor relations manager, or designee, shall confer and attempt to agree on a neutral arbitrator. In the event that no such agreement is reached within twenty-one (21) calendar days of the Union's request to arbitrate the Union will submit a request for a list of eleven (11) arbitrators from the American Arbitration Association ("AAA"). The list will be limited to arbitrators from Washington and/or Oregon.

36.11.2 Within fourteen (14) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives will meet to select an arbitrator. The parties will each strike five (5) arbitrators from the list in an alternating order, and the remaining arbitrator will hear the dispute. The party exercising the first strike will be the loser of a flip of a coin.

36.12 Rules Governing Arbitration.

36.12.1 Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance will be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within fourteen (14) calendar days following receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Article 36.11 to select an arbitrator to rule on the merits of the grievance. This Article will sunset at the conclusion of this Agreement unless mutually agreed otherwise.

36.12.2 The arbitrator will:

- (a) Be limited to interpreting and applying the terms of this Agreement, and will have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
- (b) Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance, unless the parties agree to modify it; and
- (c) Not make any award that provides an Employee with compensation greater than would have resulted had there been no violation of this Agreement.

36.12.3 Arbitrations will take place in accord with the Labor Arbitration Rules of AAA unless the parties agree otherwise in writing. The arbitrator will have the authority to require the presence of Employees and/or documents.

36.12.4 The arbitrator will issue a written decision to the parties within thirty (30) calendar days of the close of the hearing or the submission of post-hearing briefs, whichever is later. The decision will be final, conclusive and binding on the University, the Union and the Employees; provided that the decision does not include action by the arbitrator beyond his or her jurisdiction.

36.12.5 Arbitration Costs.

- (a) The expenses and fees of the arbitrator and the cost (if any) of the hearing room will be shared equally by the parties.
- (b) If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements and/or cancellations will be shared equally by the parties.

- (c) If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
- (d) Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of its case. When an Employee is subpoenaed as a witness on behalf of the Union 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. the Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant, and its representatives.

36.13 Documents Relating to Grievances. Documents related to the processing of a grievance will be maintained and filed separately from the personnel files of the Employee(s). Documents relating to disciplinary actions that are later reversed will be removed from the Employee's personnel file and any other related files within fourteen (14) calendar days and destroyed or given to the Employee.

ARTICLE 37: NO STRIKE

- 37.1 No Strikes. Nothing in this Agreement permits or grants to any Employee the right to strike or to refuse to perform his or her official duty.
- 37.2 No Lockout. The University will not lock out Employees as a consequence of any dispute arising during the period of this Agreement, or during negotiations for a subsequent agreement.

ARTICLE 38: SAVINGS CLAUSE

- 38.1 Partial Invalidation. Should any part of this Agreement or any provision contained herein be determined by a body of competent jurisdiction to be contrary to law, such invalidation of such part or provision will not invalidate the remaining portions hereof and they will remain in full force and effect. The parties will meet to bargain regarding a replacement for any invalidated part or provision.
- 38.2 Change of Law. If any rights contained in state or federal laws or regulations incorporated into this Agreement by reference are repealed or diminished, the parties will meet to bargain regarding the impact of that reduction or diminution.

ARTICLE 39: TERM OF AGREEMENT

- 39.1 This Agreement will become effective July 1, 2021 and will continue in full force and effect until midnight June 30, 2024.
- 39.2 This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

APPENDIX A – UNIT DESCRIPTION

All full-time and regular part-time exempt employees of Eastern Washington University as defined in RCW 41.56.021 assigned to provide Student Counseling and employees assigned to Extension/Continuing Education, excluding Coaches, employees assigned to Child and Family Outreach, employees assigned to Idaho Social Work, employees who are faculty, classified, supervisory, confidential employees and all other employees.

APPENDIX B – SALARY RANGES

As of 7/1/2021

RANGE	12 Month Salary Base			Monthly Salary			Mid Point
100	\$	30,039	- 42,056	\$	2,503.25	- 3,504.67	\$ 36,048
101	\$	31,484	- 44,747	\$	2,623.67	- 3,728.92	\$ 38,116
102	\$	34,006	- 47,609	\$	2,833.83	- 3,967.42	\$ 40,808
103	\$	36,183	- 50,664	\$	3,015.25	- 4,222.00	\$ 43,424
104	\$	38,501	- 53,900	\$	3,208.42	- 4,491.67	\$ 46,201
105	\$	40,965	- 57,355	\$	3,413.75	- 4,779.58	\$ 49,160
106	\$	43,588	- 61,024	\$	3,632.33	- 5,085.33	\$ 52,306
107	\$	46,375	- 64,933	\$	3,864.58	- 5,411.08	\$ 55,654
108	\$	49,344	- 69,084	\$	4,112.00	- 5,757.00	\$ 59,214
109	\$	52,502	- 73,509	\$	4,375.17	- 6,125.75	\$ 63,006
110	\$	55,864	- 78,208	\$	4,655.33	- 6,517.33	\$ 67,036
111	\$	59,441	- 83,351	\$	4,953.42	- 6,945.92	\$ 71,396
112	\$	63,242	- 88,542	\$	5,270.17	- 7,378.50	\$ 75,892
113	\$	67,288	- 94,209	\$	5,607.33	- 7,850.75	\$ 80,749
114	\$	71,599	- 100,236	\$	5,966.58	- 8,353.00	\$ 85,918
115	\$	76,180	- 106,651	\$	6,348.33	- 8,887.58	\$ 91,416
116	\$	81,056	- 113,478	\$	6,754.67	- 9,456.50	\$ 97,267
117	\$	86,246	- 120,740	\$	7,187.17	- 10,061.67	\$ 103,493
118	\$	91,764	- 128,470	\$	7,647.00	- 10,705.83	\$ 110,117
119	\$	97,267	- 136,177	\$	8,105.58	- 11,348.08	\$ 116,722
120	\$	103,105	- 144,350	\$	8,592.08	- 12,029.17	\$ 123,728
121	\$	109,292	- 153,008	\$	9,107.67	- 12,750.67	\$ 131,150

APPENDIX C – TITLE IX REGULATION COMPLIANCE MOU

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
EASTERN WASHINGTON UNIVERSITY
AND
PUBLIC SCHOOL EMPLOYEES OF WASHINGTON**

This Memorandum of Understanding (MOU) sets forth the following Agreement between the Public School Employees of Washington, SEIU 1948 (The "Union") and Eastern Washington University (The "University") regarding updates to Federal Title IX Regulations.

In an effort to comply with updated Federal regulations regarding investigations, hearings, and decisions on formal Title IX complaints against employees for sexual misconduct and interpersonal violence, the parties agree as follows:

Article 34.3.1, Article 34.4, Article 34.5, and Article 36 of the Collective Bargaining Agreement (CBA) between Eastern Washington University (EWU) and the Public School Employees of Washington (PSE) shall not apply to investigations, hearings, and decisions regarding formal Title IX complaints against employees for sexual misconduct and interpersonal violence. Title IX investigations, hearings, and decisions shall be conducted in accordance with, and subject to, applicable law and University policy.

This Agreement shall be effective upon execution, and shall be attached to the current CBA. Upon expiration of the current CBA, the parties agree to incorporate this Agreement into the body of the successor CBA.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON

EASTERN WASHINGTON UNIVERSITY

BY: Jocelyn Brown
Jocelyn Brown, President

BY: Spenser Ross
Spenser Ross, Labor Relations Manager

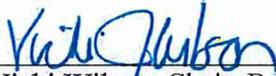
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DATE: 3-8-2021



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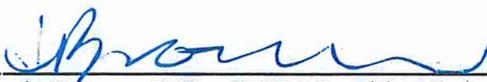
Signed the 12th day of July, 2021

By 
Vicki Wilson, Chair, Board of Trustees
Eastern Washington University

By 
Dr. David May, President
Eastern Washington University

Public School Employees of Washington


Terri Wells, Chief Spokesperson

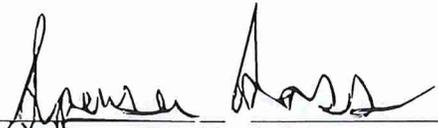

Jossie Brown, PSE of EWU President

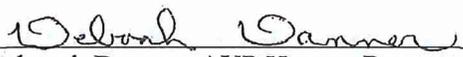

Alyson Rode, PSE of EWU Vice President


Caroline Dias, PSE of EWU Secretary

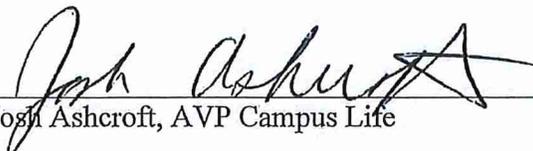

Crystal Medina, PSE At-Large Member

Eastern Washington University


Spenser Ross, Chief Spokesperson


Deborah Danner, AVP Human Resources


Charlie Potter, AVP Academic Policy and UG


Josh Ashcroft, AVP Campus Life