

MEMORANDUM OF UNDERSTANDING

Between

Public School Employees of Washington

And the

State of Washington

On behalf of

Western Washington University

This Memorandum of Understanding (MOU) by and between the Public School Employees of Washington (PSE), and the State of Washington, Office of Financial Management/Labor Relations Office (OFM/LRO) on behalf of Western Washington University (Employer), clarifies and resolves any and all matters relating to issues concerning the Parties 2009-2011 Collective Bargaining Agreement. The Parties stipulate and agree to the following:

1. Financial infeasibility.

The parties recognize that the economic terms described in Article 25 which provided for a one point six percent (1.6%) increase on July 1, 2009, a one point seven percent (1.7%) increase on July 1, 2010, the twenty-five percent (25%) of prevailing rate for certain classifications based on the DOP salary survey, as listed in Attachment B, and the lump sum payments of point four two five percent (0.425%) effective July 1, 2009 and July 1, 2010 respectively, that were tentatively agreed to prior to October 1, 2008, are not funded, and will not be implemented. This decision is based upon a December 2008 finding by the Director of OFM that such terms are not economically feasible. Other Articles, including the above, affected by the Director's decision are outlined in subsection 2.b of this MOU. The parties further recognize that such terms may only be implemented after the Director determines implementation of such economic terms is economically feasible and the legislature appropriates funding of such terms in accordance with applicable law.

The parties recognize that the Director's determination of infeasibility does not affect the parties' mutual understanding that the matters described above were a full and fair settlement of the economic terms of agreement at the time the settlement was reached. The parties, therefore, agree that they would like to implement these economic terms dependent upon a finding of economic feasibility in the context of an overall economic recovery and restoration of state services. Any such agreement will also require the approval and appropriations by the state legislature in accordance with applicable law.

The parties agree to continue discussions over the implementation of these economic terms at appropriate times if a finding of economic feasibility is made and the Governor recommends funding by the legislature. In the event an economic term in this section is not implemented by June 30, 2011, the need for such term will be considered as having already been established when the parties negotiate for a successor collective bargaining agreement. However, nothing in this MOU obligates either party to agree to any proposal.

2. 2009-2011 Master Agreement.

a. Tentative agreements reached during bargaining prior to October 1, 2008. Except as specifically noted in this MOU, all tentative agreements (TA's) previously agreed to by the parties during bargaining, prior to October 1, 2008, for the 2009-2011 collective bargaining agreement, will be accepted as is. A list of those articles is attached hereto as Attachment A and incorporated herein by reference.

b. Tentative agreements affected by the financially feasible determination. The articles, appendices, and settlement document listed below are affected by the financially feasible determination outlined in 1 above and are modified to reflect said decision. These modified articles, appendices, and MOU are agreed to by the Parties are as follows:

- i. Article 25 - Compensation (supersedes TA reached on August 18, 2008)
- ii. Article 26 - Health Care Benefits Amounts (supersedes TA reached on July 29, 2008)
- iii. Article 33 - Temporary Appointments (supersedes TA reached on August 18, 2008)
- iv. Article 42 - Parking and Transportation (supersedes TA reached on August 15, 2008)
- v. Appendix C - 2009-2011 General Service Salary Schedule
- vi. Appendix D - 2009-2011 N1 Range Salary Schedule
- vii. Memorandum of Understanding and Attachments- (supersedes Settlement Document and attachments signed August 18, 2008)

c. Non economic tentative agreements reached during bargaining. The articles listed below were modified during bargaining in May and June of 2009. These modified articles agreed to by the Parties are as follows.

- i. Article 8 – Nondiscrimination and Affirmative Action (supersedes TA reached on July 30, 2008)
 - ii. Article 27 – Vacancies & position Allocations (supersedes TA reached on July 7, 2008)
 - iii. Article 30 – Probation and Trial Service (supersedes TA reached on August 15, 2008)
 - iv. Article 31 – Seniority (supersedes TA reached on August 15, 2008)
 - v. Article 32 – Reduction in Force/Layoff/Resignations (supersedes TA reached on August 15, 2008)
3. **Health Care.** The parties agree and acknowledge that health care contribution rates were negotiated and agreed to with the super coalition, per RCW 41.80, and incorporated into Article 26 of the 2009-2011 Master Agreement between the Parties.
4. The parties agree to Attachment C regarding Personal Leave Day, as modified. Additionally, the parties agree that this attachment will not be incorporated into the final written 2009-2011 collective bargaining agreement.
5. This MOU is effective through June 30, 2011
6. **No precedent.** This MOU is not precedent setting and does not establish a practice with regard to the interpretation and application of RCW 41.80.

Accepted by:

OFM/LRO:

PSE:

Date:

Date:

ATTACHMENT A

WWU/PSE List of Previous TAs Reached During 2009-2011 Contract Reopener

	Preamble	TA	7/08/08
Article 1	Union Recognition	TA	7/29/08
Article 2	Union Membership & Dues Deduction	TA	8/18/08
Article 3	Rights of the Union	TA	8/14/08
Article 4	PSE Employee Representatives	TA	6/18/08
Article 5	Rights of Employee	TA	7/30/08
Article 6	Legal Defense	TA	6/18/08
Article 7	Reasonable Accom. of Employees with Disabilities	TA	6/18/08
Article 8	Non-Discrimination & AA		
Article 9	Committee Membership	TA	7/29/08
Article 10	Labor/Management Committee	TA	7/07/08
Article 11	Management Rights	TA	6/18/08
Article 12	Hours of Work	TA	7/30/08
Article 13	Telework	TA	6/18/08
Article 14	Breaks and Meal Periods	TA	6/18/08
Article 15	Overtime and Callback	TA	8/15/08
Article 16	Suspended Operations & Inclement Weather	TA	8/15/08
Article 17	Holidays	TA	8/15/08
Article 18	Vacation Leave	TA	8/15/08
Article 19	Sick Leave	TA	8/15/08
Article 20	Shared Leave/USSLP	TA	7/30/08
Article 21	Family Medical Leave	TA	8/13/08
Article 22	Leave Without Pay	TA	8/13/08
Article 23	Military Leave	TA	6/18/08
Article 24	Miscellaneous Paid Leave	TA	8/18/08
Article 25	Compensation		
Article 26	Health Care Benefits Amounts		
Article 27	Vacancies and Position Allocations		
Article 28	Type of Appointments	TA	7/30/08
Article 29	Classifications & Reclassifications	TA	8/18/08
Article 30	Probation and Trial Service		
Article 31	Seniority		
Article 32	Reduction in Force/Layoff/Resignation		
Article 33	Temporary Appointments		
Article 34	Performance Evaluations	TA	8/15/08
Article 35	Personnel Files	TA	6/18/08

Article 36	Discipline and Discharge	TA	8/15/08
Article 37	Grievance Procedure	TA	8/15/08
Article 38	Job Contracting	TA	7/08/08
Article 39	Training and Development	TA	7/07/08
Article 40	Licensure and Certification	TA	6/18/08
Article 41	Authorized Per Diem and Mileage	TA	6/18/08
Article 42	Parking and Transportation		
Article 43	Employee Assistance	TA	6/18/08
Article 44	Childcare	TA	6/18/08
Article 45	Uniforms and Equipment	TA	6/18/08
Article 46	Health and Safety	TA	7/29/08
Article 47	VEBA	TA	6/18/08
Article 48	Scope of Agreement	TA	8/13/08
Article 49	No Strike/No Lockout	TA	6/18/08
Article 50	Term of Agreement		
Appendix A	BU Represented by PSE	TA	8/15/08
Appendix B	Flexible Schedules	TA	7/30/08
Appendix C	General Service Salary Schedule		
Appendix D	N1 Range Salary Schedule		

ATTACHMENT B

Public School Employees/Western Washington University

2008 Salary Survey to 25% information

<u>Job Class</u>	<u>Adjustment</u>	<u>Impacted</u>
107I Program Specialist 2	7.50 %	1
109K Management Analyst 3	7.50 %	3
197K Communication Consultant 3	2.50 %	2
198F Graphic Designer	2.50 %	2
198H Graphic Designer Supervisor	2.50 %	1
200M Media Engineer B	2.50 %	1
308E Speech Path/Audio Spec 1	5.00 %	3
308F Speech Path/Audio Spec 2	5.00 %	1
308G Speech Path/Audio Spec 3	5.00 %	2

Number of employees impacted in union: LRO Public School Employees WWU 16

		FY1	FY2
		\$32,789.05	\$32,988.28
		<u>\$12,489.40</u>	<u>\$12,748.00</u>
Population	16	totals: \$45,278.45	\$45,736.28

ATTACHMENT C

Personal Leave Day

- A. An employee may choose one (1) workday as a personal leave day during each fiscal year if the employee has been continuously employed by the Employer for more than four (4) months.

- B. The Employer will release the employee from work on the day selected for personal leave if:
 - 1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.

 - 2. The number of employees choosing a specific day off allows the Employer to continue its work efficiently and/or not incur overtime.

 - 3. For positions requiring backfill, the release from duty will not cause an increase in costs due to the need to provide coverage for the employee's absence.

- C. Personal leave is pro-rated for less than full-time employees.

- D. The pay for a full-time employee's personal leave day is eight (8) hours.

- E. Personal leave may be used to care for family members as required by the Family Care Act, WAC 296-130.

- F. Personal leave may be used as leave as required by the Family Military Leave Act, RCW 49.77.
- G. Personal leave may be used as leave as required by the Domestic Violence Leave Act, RCW 49.76.
- H. A personal leave day may not be carried over into the next fiscal year.