

GRIEVANCE RE: REMOVAL OF TEACHING RESPONSIBILITIES – TONY BROWN, INSTRUCTIONAL & CLASSROOM SUPPORT TECHNICIAN 4

**PUBLIC SCHOOL EMPLOYEES OF WASHINGTON, Union,
PSE-REPRESENTED EMPLOYEES OF CWU, Grievant,
and
CENTRAL WASHINGTON UNIVERSITY, Employer**

SETTLEMENT AGREEMENT

The parties in this case, the Public School Employees of Washington (PSE or Union), the PSE-Represented Employees of CWU (Grievants), and Central Washington University (CWU or Employer), by and through the undersigned, desiring to fully and finally resolve and settle the grievance PSE filed on September 15, 2022, relating to the removal of teaching responsibilities from Tony Brown, Instructional & Classroom Support Technician 4 in the Chemistry department, referenced hereafter as “the grievance”, enter into this Agreement under the following terms and conditions:

A. UNION AGREES:

1. The grievance is withdrawn, and the right to pursue said grievance to arbitration as would otherwise be allowed under the collective bargaining agreement between the parties is permanently relinquished. PSE agrees that failure to abide by this provision of this Agreement will allow CWU to submit a copy of this Agreement as an absolute defense to the pursuit of such a grievance, via arbitration or any other means and will entitle CWU to recover from PSE any and all costs incurred by CWU as a result of such action, subsequent to the date of final signature of this Agreement.

2. If CWU determines other PSE employees are listed as instructor of record of academic classes as a part of their PSE covered civil service position or have position descriptions outlining teaching responsibilities those duties will be removed and teaching assignments cancelled without recourse through the grievance process.

3. Tony Brown will continue to receive the compensation associated with his classification, range, and step of his position at the time the academic class is taught. No extra compensation will be provided through a faculty contract to teach said classes.

4. PSE may request an extension for Tony Brown to continue to teach 4 to 6 class/lab hours per week for the Chemistry department past the 2023-2024 academic year (June 15, 2024) by notifying CWU Labor Relations before the end of Winter quarter 2024. Approval of extension will be determined by CWU.

B. CWU AGREES:

1. Tony Brown will be allowed to continue to teach 4 to 6 class/lab hours per week for the Chemistry department through the 2023-2024 academic year (June 15, 2024). Teaching will resume Winter quarter 2023.

2. If PSE requests an extension of the end date of this MOU, as outlined in A.4. above, CWU will review the request and determine viability. The outcome of the decision will be communicated to PSE.

C. THE PARTIES FURTHER AGREE:

1. This Agreement constitutes full and final settlement of all legal and equitable claims or potential claims that PSE and Tony Brown, PSE-represented employee of CWU have or may have had against CWU, its officers, agents and employees, arising out of or relating in any way to the issues underlying the grievance relating to removal of teaching responsibilities.

2. This Agreement and the parties' mutual obligations under this Agreement do not constitute an admission by any party as to the validity of any claims or defenses of any other party.

3. That the sole remedy for any alleged breach of this Agreement is an action for specific performance brought in Thurston County Superior Court.

4. PSE acknowledges and agrees that it has read this Agreement and fully understands the terms and conditions contained herein. PSE further declares that it has had a full and fair opportunity to obtain any advice that it deems necessary prior to signing this Agreement.

5. This Agreement may be released with or without authorization, if required by lawful subpoena, by the rules of civil discovery, by judicial order, by applicable laws governing union requests for information or disclosure of public documents, or as necessary during the course of litigation.

6. This Agreement shall become effective on the date of the final signature of the parties and their authorized representatives and constitutes the full and entire agreement of the parties and resolution of all disputes that may exist between the parties. There are no written or oral representations, understandings, promises, or agreements directly or indirectly related to this Agreement that are not incorporated herein in full.

7. If any part of this Agreement is unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect.

8. A photocopied signature to this Agreement shall be given effect as if it were an original signature.

9. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original. All counterparts shall constitute one agreement binding on all parties, notwithstanding that not all of the parties are signatories to the same counterpart.

For the Public School Employees of Washington

For Central Washington University

Signed:



Signed:



Date:

11-9-2022

Date:

11/15/2022

Mark Young, PSE Chapter President

Tim Englund, Dean College of the Sciences