

**ARTICLE 5**  
**UNION RIGHTS AND RESPONSIBILITIES**

**5.1 UNION RECOGNITION**

- A. The University recognizes the International Union of Operating Engineers, Local 280 as the exclusive collective bargaining agent for employees identified in this collective bargaining agreement, per PERC case number 131233-E-19, all full-time and regular part-time Stationary Engineers and Maintenance Mechanics and Information Technology Specialist 3 positions employed in the Washington State University Steam Plant; excluding supervisors, confidential employees and all other employees.

**5.2 EMPLOYEE STATUS REPORTS**

- A. Monthly, the University will provide the following information, as available, on all active employees in bargaining unit(s) represented by the Union: Name, unique employee id number, home address and/or mailing address, unless restricted by the Employee, title, and base wage.
- B. On a monthly basis, the University will provide to the Union the following information as available:
  - A listing of all bargaining unit employees recently hired and employees in bargaining units who transfer, promote, demote, resign, or are terminated from the University and all position vacancies covered by this Agreement.
- C. The above information will be transmitted to the Union at its official headquarters via electronic format(s) mutually agreed to by the parties.

**5.3 UNION SECURITY/UNION DUES DEDUCTIONS**

- A. The vacancy notice for a position covered within a bargaining unit will advise applicants that the position is included in a bargaining unit. Prior to appointment into positions included in the bargaining unit(s), the University will inform all employees, including new, layoff, transferred, promoted, or demoted employees, of the Union's exclusive recognition and the provisions of this Article.
- B. At the time of hire into a position within a bargaining unit, the Union will provide each employee a printed copy of this Agreement and membership materials. The University will inform employees in writing when they leave a position in the bargaining unit.

- C. Upon final ratification and approval of this Agreement by both Parties, the Union will provide sufficient copies for the University's distribution of the Agreement to all supervisors and managers of bargaining unit employees. The University will post the Agreement on the Human Resource Services, Labor Relations website.
- D. An employee who has previously authorized payroll deduction of membership dues will continue to have such deduction made and will not be required to reauthorize such deduction.
- E. The University agrees to deduct an amount equal to the membership dues from the salary of employees who request such a deduction in writing within thirty (30) days of receipt of a properly completed request submitted to Payroll Services. Such request will be made on a Union payroll deduction authorization card. The University will honor the terms and conditions of each employee's signed membership card.
- F. Within thirty (30) days after the effective date of this Contract, the Union will provide the University with the amounts for membership dues.
- G. The Union will provide the University thirty (30) days advance notice of a change in the amount of dues.
- H. Where an employee has been suspended, reduced-in-force, or was discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the University will deduct the Union membership dues that are due and owing for the period for which the Employee receives back pay. The Union shall provide an accounting of said dues.
- I. When an employee takes Leave Without Pay or a temporary position outside of the bargaining unit and subsequently returns to work or to the previously held bargaining unit position, deduction of membership dues will be deducted starting with the first pay period of work. The Union shall provide an accounting of said dues.
- J. When an employee represented by the Union moves to a position not represented by the Union, deductions on behalf of the Union will cease.
- K. Deduction of membership dues will be applicable to any retroactive salary increase.

- L. An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the University. Every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll after receipt of the written notice by the University, of the confirmation from the Union that the terms of the Employee's signed membership card regarding dues deduction revocation have been met.
- M. The University will remit a payment by mail or electronically for all said deductions to the Union at the Union's Richland office, PO Box 807, Richland, WA 99352 at the end of each pay period. Accompanying the remittance will be a listing of the names, unique employee ID number, range, step, and base wage from which union dues are calculated, for the time period, and the amount remitted for all employees from whom deductions were made.
- N. The Union will indemnify and hold the University harmless against any and all liability including damages, awards, reasonable attorney fees, and court costs that may arise by reason of or result from compliance with this Section.

#### **5.4 UNION REPRESENTATIVES**

- A. Except as otherwise provided for in this Article, the Union shall designate who shall serve as Stewards, and/or any other official union representative(s).
- B. Stewards shall be those individuals designated by the Union to function as official local Union representatives with limited authority.
- C. The University and the Union recognize the value of staff, officers, and members understanding of the Contract. The Union and the University agree to jointly develop training on the new Contract. The University and the Union will make a good faith effort to hold the training sessions no later than June 15 of the new Contract year, facilitated by both Union staff person(s) and University staff person(s). The Stewards will be provided release time to participate in a joint training session.
- D. On July 1 of each year, or within ten (10) days as changes occur, the Union shall provide to the University an up-to-date written list of all official local Union representatives and the IUOE, Local 280 Representative. Said list(s) shall identify each representative's area(s) of responsibility and shall be signed by the

IUOE, Local 280 Representative. The University shall not recognize any individual as an official local Union representative or IUOE, Local 280 Representative whose name does not appear on said list nor shall the University recognize any individual as an official local Union representative unless they work in a position covered by this Agreement.

- E. Stewards shall have the right to participate in representational activities concerning matters related to this Agreement including the resolution of grievances and assisting employees covered by this Agreement during an investigative interview where disciplinary action may occur. In addition to the available pool of paid release time provided for in Section F, immediately below, Stewards may use any combination of Annual Leave, Personal Holiday, accumulated Compensatory Time off, and/or Leave Without Pay when participating in representational activities or any other union activity during their work duty hours provided:
1. The Steward obtains prior approval from their supervisor, unless the conversation is of a limited, informal nature that does not interfere with work.
  2. The Steward or an employee or grievant that the Steward desires to meet with is not working on something that requires immediate attention. If permission cannot be immediately granted by the Steward's or the Employee's or grievant's supervisor, the supervisor will arrange to release the Steward or the Employee or the grievant at the earliest possible time.
  3. Unless mutually agreed to by the University and the Union, not more than one (1) Steward or shall be allowed to process a particular grievance.
- F. In addition to paid release time provided for elsewhere in this Agreement, the Union is provided a pool of forty (40) hours of paid release time per fiscal year (July to June) to provide for representational duties. University-convened meetings will be considered time worked and will not be deducted from this pool. Prior to the implementation of this Agreement, the University and the Union agree to jointly develop a tracking and reporting system and the University shall issue quarterly reports to the Union. Release time is not to be used for Union Activities.

- G. If the University determines the amount of time a Steward spends performing representational activities is unduly affecting the University's ability to accomplish the work assigned to the unit in a timely manner, the University will not continue to release the Steward and the Union's Labor Advocate will be notified.
- H. Requests for information, other than public records disclosure, that either the Steward or the IUOE, Local 280 Representative identifies as necessary for conducting representational duties, including grievance investigations, shall be directed to the University's Labor Relations Officer or designee. The University may charge a reasonable fee for copying Union requested materials and shall supply the requested materials within ten (10) days or the reasons in writing why the information cannot be provided. The University shall, when possible and requested, allow the Union to review materials at the Labor Relations Office and select what needs to be copied.
- I. University-purchased supplies or equipment shall not be used to conduct union business or representational activities. This does not preclude the de minimis use of the telephone, fax and email for representational activities if there is no cost to the University, if the communication is brief in duration and it does not disrupt or distract from University business. The University and the official union representatives may use University equipment to communicate with one another.
- J. The Union may have as many Stewards as they wish, however the release time provided in this Agreement may only be used by one (1) Steward at any one time.
- K. The University agrees that the Stewards and the IUOE, Local 280 Representative(s) of the Union shall have reasonable access to the premises. Such visitations shall be conducted in a manner that will not be disruptive to the operations of the University. If Union Stewards and staff representatives wish to meet with bargaining unit employees during work time, they shall make arrangements with the appropriate supervisor(s) at least two (2) hours in advance of their intention to visit a Washington State University department, facility, employee, or grievant.

- L. No official local union representative, employee, or grievant shall be compensated by the University for any union activity, including representational activities, while off-duty.
- M. Staff members of Local 280 who are not employees of the University shall be authorized to speak for the IUOE, Local 280 in all matters governed by this Agreement. These individuals shall be permitted to visit any work area of the University with prior notification to the Labor Relations Officer. Such visits shall be scheduled so as not to disrupt the work of employees nor interrupt the normal course of the University's workday.

## 5.5 UNION USE OF UNIVERSITY'S FACILITIES AND EQUIPMENT

- A. **Meeting Space and Facilities:** The University's campuses and facilities may be used by the Union to hold meetings subject to the University's facilities use policy, availability of the space and with prior authorization of the University.
- B. **Supplies and Equipment:** The Union and its membership will not use University purchased supplies or equipment to conduct Union business or representational activities. This does not preclude the de minimis use of the telephone, fax and e-mail for union activities pertaining to employees covered under this Agreement if it does not disrupt or distract from University business. The University and the Union may use University equipment to communicate with each other.
- C. **Bulletin Boards:** The University agrees to provide space for the Union to place bulletin board that will be used for the sole purpose of posting written notices by the Union. The number and location of the bulletin board(s) will be mutually agreed to by the University and the Union. All Union notices will first be signed by a Steward, or IUOE, Local 280 Representative, and will be posted solely within the confines of the bulletin board(s). No notice will be posted that is obscene, defamatory, or that impairs University's operations. Political material may not be posted that reflects the endorsement or non-endorsement of a specific candidate or political party for national, state, or local office, or any ballot proposition(s). The Union will be responsible for all costs related to the purchase, installation, repair, and/or maintenance. The size of the bulletin boards will not exceed three (3) feet by four (4) feet.

D. **New Employee Orientation And Reasonable Access to New Employees:**

Within ninety (90) days of a new employee's start date in a bargaining unit represented by the Union, the University will provide the Union access to the Employee during the Employee's regular work hours to present information about the Union. This access will be provided at the Employee's regular worksite, or at another location mutually agreed to by the University and the Union in accordance with University policy and this Agreement, and will be for no less than thirty (30) minutes. No employee will be required to attend the presentation given by the Union. Should an employee wish to attend the Union's presentation, they are responsible for requesting time away from the worksite in accordance with departmental procedures.

**5.6 TIME OFF FOR UNION ACTIVITIES**

Subject to supervisor's approval, the University will consider requests for time off for Union activities provided employees use any combination of accrued paid time off (excluding Sick Leave) or Leave Without Pay subject to notification procedure contained in the appropriate leave Article of this Agreement.