

WSU/UAW

Contract Training 2024-2026

This training provides an overview of the WSU/UAW collective bargaining agreement (Contract) for academic student employees and is not intended to provide a comprehensive review of every element of the Contract. All individuals responsible for supervising or administering ASE employment are to review the full Contract and resources. Rev 6.10.24

OVERVIEW of LABOR RELATIONS at WSU

WSU Numbers

- Current: 1750 (Approximately) union represented over 4 unions and Contracts
- Expect: Possibly up to an additional 500-700 student hourly positions

Labor Relations Roles

- Contract administration and interpretation
- Strategic advising and training
- Collective bargaining
- Grievance representation and administration

WHATTHIS MEANS & RESPONSIBILITIES

- Academic Student Employee's (ASE) selected a union to represent them in matters of employment
- The University and Union negotiated terms of employment - collective bargaining agreement (Contract).
- The Contract outlines the rule-set governing wages, hours and working conditions for employment

- Today Review and Discuss Articles and Contract implications
- Familiarize yourself with the Contract to understand rights and responsibilities
- Know your resources Work with the Graduate School or Labor Relations

IMPLEMENTATION

Practical and Immediate Impacts

- In effect now
- Programs are still being built
- More guides and templates forthcoming
- There will be challenges
- Some things change, some things stay the same

On to Contract Provisions

KEY POINTS

- New Rule Set
- Contract Associated Costs
- Hiring and Appointments
- Work Environment
- Employment Management -the day to day
- Contract Management
- Other Contract Provisions

ARTICLE 1: SCOPE AND INTERPRETATION

Purpose of the Agreement: Establishes wages, hours, and employment terms

University Policy and Regulation

- Supersedes conflicting University policies
- University policies apply unless specified in the Agreement

Severability/Savings Clause

- Agreement subject to current and future law
- Invalid terms won't nullify the entire Agreement

Collective Bargaining - Mandatory Subjects

University must consult Union before changing mandatory matters

New set of rules the University and ASEs must follow

There could be WSU wide consequences if they are not met

Contract supersedes WSU policies and practices related to ASEs including department manuals where there are conflicts

ARTICLE 2: RECOGNITION

Recognizes UAW as exclusive bargaining representative

The University and ASEs may not "Direct Deal" with each other for changes in wages, hours and working conditions

ARTICLE 6: MANAGEMENT RIGHTS

University holds exclusive management rights, which include:

- Planning and controlling mission, programs, budget, resources, etc.
- Determining personnel, staffing levels, and operational methods
- Establishing policies, rules, and regulations
- Modifying equipment, facilities, and operations
- Enforcing performance, conduct, and safety standards
- Disciplining or terminating for just cause
- Modifying academic calendars and work assignments
- Recruiting, hiring, and promoting based on set standards
- Managing curriculum and evaluating ASE performance

CONTRACT ASSOCIATED COSTS & BENEFITS

- Compensation
- Retirement Benefits
- Health Care
- Child Care
- Fees and Tuition Waivers
- Professional Development

ARTICLE 35: WAGES

- Wage adjustments:
 - May 1, 2024 Assistantships/salaried. New rates , including location pay go into effect
 - Minimum step or 5% whichever is greater
 - <u>August 16, 2024</u> Assistantships/salaried. Education pay goes into effect
 - Qualification level pay changes go into effect beginning of semester following achievement
 - October 1, 2025 All rates will be increased 3%
 - Undergraduate Hourly. Established minimum levels including location pay
- Departments may provide compensation above the established minimums
- Hourly wage equivalents for Graduate Student Employees in Hourly Appointments

WAGES

• Assistantship salary table (effective May 1, 2024)

Proposed Step and Monthly Salary at 50% FTE for:						
Location	Step	Salary				
Pullman	59	2,318.50				
Spokane, Prosser, Tri-Cities, Wenatchee	66	2,485.50				
Mt. Vernon, Puyallup	73	2,664.50				
Vancouver, Everett	84	2,974.00				

Hourly rates (effective May 1, 2024)

Work Location	Wage Rate Minimum	
Pullman	17.09	
Spokane, Prosser, Tri-Cities, Wenatchee	17.60	
Mt. Vernon, Puyallup	17.94	
Vancouver, Everett	18.28	Contract Associated Costs

WAGES

• Assistantship salary table (effective August 16, 2024)

	Admitted to Master's Program		Admitted to Doctoral Program (Nearest step for Master's Program at location + 5%) -[The 5% is incorporated below]			
Location	Step	Salary	Step	Salary	Step	Salary
Pullman	59	2,318.50	64	2,437.00	69	2,561.00
Spokane, Prosser, Tri- Cities, Wenatchee	66	2,485.50	71	2,612.00	76	2,747.50
Mt. Vernon, Puyallup	73	2,664.50	78	2,800.00	83	2,945.50
Vancouver, Everett	84	2,974.00	89	3,124.00	94	3,284.50

ARTICLE 19: RETIREMENT BENEFITS

Access to:

- Voluntary Investment Program and
- Deferred Compensation Plan

ARTICLE 20: HEALTH INSURANCE

Plan Design and Meetings:

- Details of medical, dental, and vision benefits outlined
- Regular meetings to discuss plan status and potential changes

Insurance Program Eligibility:

- Continued premium remissions for eligible ASEs
- Coverage continuation during summer for spring enrollees



Contract Associated Costs & Benefits

APPENDIX A: HEALTH INSURANCE

- Summary of 2023/24 health and dental insurance benefits provided to eligible ASEs
- Deductible changes for the period from August 16, 2024, through August 15, 2025
- Option for either party to propose changes to the insurance plan design, benefits, and/or provider for the period from August 16, 2025, through August 15, 2026, with specific notice and negotiation timelines

ARTICLE 21: CHILD AND DEPENDENT CARE

- Childcare Subsidy Program for eligible ASE parents
 - Implementation date set for August 16, 2024
- On-campus childcare accessibility ongoing
- Taskforce to be formed for regarding addressing childcare access

ARTICLE 22: FEES AND TUITION WAIVER

- ASEs with 50%+ assistantship
 - Receive waiver for operating fee and non-resident tuition (if applicable)
 - Addition of building fee waiver effective August 16, 2025

ARTICLE 33: PROFESSIONAL DEVELOPMENT & CAREER COUNSELING

- Access to professional development and career counseling; may participate in programs on any campus
- Funding available for various professional development activities
- Employment mentorship compacts encouraged
- Progress assessments conducted at least once per year work duties
- Creation of joint Union-Management Mentorship Taskforce

Hiring and Appointments

- Job Titles
- Job Postings Appoint or Open Recruit
- Job Descriptions
- Summer Session

ARTICLE 9: JOB TITLES

ASEs categorized into Job Titles based on duties and qualifications:

Graduate Assistant Titles	Graduate Teaching Assistant Graduate Research Assistant Graduate Staff Assistant Graduate Veterinary Assistant Graduate Project Assistant
Summer Graduate Assistant Titles	Graduate Summer Teaching Assistant Graduate Summer Research Assistant Graduate Summer Staff Assistant Graduate Summer Work – PAP Graduate Summer Work – Hourly
Undergraduate Titles (May be used year-round)	Teaching Assistant – Undergraduate Research Assistant – Undergraduate

Hiring and Appointments

ARTICLE 10: JOB POSTINGS

- Open recruitment for positions not used to fulfill a commitment of support made to a student, either at the time of admission, or under an existing advising relationship with a(n) faculty member(s)/ academic program
 - May be announced within departments or units <u>without</u> posting University wide
 - May post to Department website or Graduate School. Must notify HRS
 Labor Relations of posting location if NOT to Graduate School website
 - Links to open recruitment ASE positions are to be listed on the <u>University's</u> <u>Labor Relations website</u>
- University determines job requirements and qualifications
 - Job requirements and qualifications cannot be modified once posted
- Specific posting information required

ARTICLE 11: APPOINTMENT, REAPPOINTMENT

Appointments:

- One academic year or longer Can be shorter if funding isn't available for the full year. [Lack of need can be a function of funding]
- Cease at the end of designated term(s) outlined in the appointment letter
- No guarantee of renewal [Appropriate to inform ASE]

Notification Requirements:

- Specific details must be included
- New Appointments: Offers made by April 1st for fall semester; responses due by April 15th.
- Reappointments: Written notice at least ninety (90) days before reappointment
- Timelines may be waived in exceptional situations

ARTICLE 11: JOB DESCRIPTIONS

- Provided at least two weeks before each semester or term
- Contains information about duties, reporting, evaluation, and more (See <u>Article 11.4</u>)
- May be updated if necessary, with changes communicated to ASEs
- Specific details must be included

ARTICLE 12: SUMMER SESSION

- ASEs can be hired for bargaining unit work during the summer
 - Assistantships, hourly, or activity-based appointments
 - · Specific payment rates and appointment details defined
- Summer Funding Opportunities
 - Notification no later than thirty (30) days before each summer session
 - Offers may be contingent (e.g. if a class is not sufficiently enrolled)
 - Specific details must be included related to duties, compensation, and collective bargaining unit coverage
 - Posting on the department or University website or announce via an email listsery
- International Student Summer Funding
 - Joint initiative to address funding challenges for ASEs due to visa restrictions

Hiring and Appointments

EMPLOYMENT MANAGEMENT

- Workload
- Leaves Time off
- Performance Management
- Personnel Files
- Layoffs

ARTICLE 13: WORKLOAD

Salaried Assistantship:

- 50% FTE Appointments work an average of twenty (20) hours per week, not to exceed thirty (30) without consent
- Other FTE workloads are directly proportional to 50% FTE appointments

Hourly:

 Shall not work more hours than noted in the appointment letter, any hours for which they are not paid, or more than 40 hours/week, and/or 8 hours/ day, without consent

ARTICLE 13: WORKLOAD CONSIDERATIONS

- All work-related activities included in workload limits
- Meetings scheduled during normal work hours
- Changes in job assignment accounted for in workload limits
- Overlap of spring appointments with summer appointments

ARTICLE 28: VACATION PROVISIONS

- Vacation time off for salaried ASEs Assistantships Only
- Vacation time front-loaded at beginning of appointment
- ASEs with a 50% FTE nine (9) month appointment receive forty-eight (48) hours of vacation time during the nine (9) month period Equates to 5.33 hours per month
- ASEs with varying FTEs or appointment lengths receive a prorated amount of vacation time

ARTICLE 28: VACATION USAGE

- Vacation time off used in four-hour increments (unless otherwise approved)
- Vacation time off to be taken during academic semester breaks (unless otherwise approved)
- Vacation expires at the end of each appointment period, is not paid at separation, is not eligible for shared leave donation
- Advance notice and approval for vacation time off required
- Tracked manually for now

ARTICLE 29: HOLIDAYS

- ASEs receive the same eleven (11) University Holidays as all other University employees
- Any ASE required by the University to work on a University holiday may arrange with the appropriate supervisor for a mutually agreeable alternative within the same semester

ARTICLE 30: SICK LEAVE

- . Salaried ASEs Assistantships
 - ASEs with a 50% FTE nine (9) month appointment receive thirty-six (36) hours of sick time during the nine (9) month period (front-loaded) Equates to 4 hours per month
 - ASEs with varying FTEs or appointment lengths shall receive a prorated amount of sick time.
- Hourly ASEs will accrue one (1) hour of sick leave for every forty (40) hours worked

ARTICLE 30: SICK LEAVE USAGE

- Reasons sick leave/time off may be used for are listed in Article 30.1.3
- Unused sick time off expires at the end of each appointment period, is not paid at separation, is not eligible for shared leave donation
- Tracked manually for now

ARTICLE 30: OTHER LEAVE PROVISIONS

- Short-term Pregnancy/Parental Leave plan
 - Up to six (6) weeks paid leave
- Leave without pay
 - Up to twelve (12) weeks
 - . Continue to receive health insurance coverage
- Military and jury duty leaves in accordance with applicable laws and/or University policies
- . Childcare emergency leave
- Leave without pay for reasons of faith or conscience provision
- Advance notice required for requesting all leave types, unless the leave is for an unanticipated circumstance

ARTICLE 16: DISCIPLINE

- This Article is specifically related to job performance and is separate from any academic actions
- Departments will work with Labor Relations and the Graduate School
- Union representation during investigatory interviews is allowed
- Required:
 - Notice of Intent to Discipline
 - Pre-Disciplinary Meeting
 - Copy of Notice and final disciplinary action provided to Union

ARTICLE 18: PERSONNEL FILES

- Personnel files to be maintained by department
- Departments are to provide ASEs with notice of the location of their employment personnel file
- ASEs provided access to personnel files upon request
- Rights to correction and removal of materials outlined

ARTICLE 17: LAYOFFS

- Contract provides notification and assistance provisions
- If an occupied position is eliminated, or the FTE of an <u>assistantship</u> is reduced, University shall notify the affected individual and the Union one month prior to the effective date
- End or reduce the appointment no sooner than the end of the term/semester for which the notice of layoff is provided
- Efforts to place affected ASEs in similar positions

WORK ENVIRONMENT

- Anti-discrimination and Harassment
- Respectful Work Environment
- Health and Safety
- Workspace/Materials
- Training
- Accommodations

ARTICLE 3: ANTI-DISCRIMINATION AND HARASSMENT

- Defines and outlines:
 - Non-Discrimination
 - Gender Expression
 - Gender Identity

- Sexual Harassment
- Retaliation
- Micro-Aggressions

This Article does not replace
WSU policies related to
discrimination. This is to be read
in conjunctions with WSU
policies.

Outlines Resolution Procedures for ASEs

- A discrimination, discriminatory or sexual harassment complaint may be filed with the CCR office or other appropriate office and/or as a contract grievance
 - Extended Grievance timeline 120 days
- System-wide joint labor management committee
 - Training for the prevention of sexual harassment & other forms of discrimination
- Bi-Annual Equity Survey [New]
- Discussions on All-Gender Restrooms to continue

ARTICLE 4: RESPECTFUL WORK ENVIRONMENT

General Conditions

- Mutual commitment to an environment that fosters mutual respect and professionalism and is free from Abusive Conduct
- The provisions of <u>Business Policies and Procedures Manual (BPPM)</u>
 50.31 Maintaining a Professional Workplace apply
- Reporting Complaints procedure outlined
- Interim Measures and Remedies
 - The University will implement remedies on an interim basis where appropriate

ARTICLE 5: HEALTH AND SAFETY



Work Environment

- University to maintain safe working conditions and assess and mitigate workplace hazards
- ASEs are expected to report any potentially unhealthy or dangerous working condition they become aware of

Safety Standards

- ASEs expected to conform to safety standards
- The Union retains the right to elect ASE representatives to serve in the Universitywide Safety, Health and Security committee structure

Notice of Hazards

- University to inform ASEs of workplace hazards
- Information and Training
 - ASEs to receive safety information and training

ARTICLE 32: TRAINING

- University provides necessary training for ASE duties
- Preapproved training is paid time
- Record of completed required trainings are to be maintained



ARTICLE 14: WORKSPACE/MATERIALS

- University to provide necessary facilities and materials for ASEs
- Notification required for workspace changes

Same (ish)

ARTICLE 31: ACCOMMODATIONS

- General Provisions
 - University provides reasonable accommodation to qualified ASEs
 - Temporary Work Adjustment
 - Supervisor assists in temporary adjustment during interactive process
- Disability-Related Accommodations
- Pregnancy and Postnatal Accommodations
- Domestic Violence, Sexual Assault, and Stalking Safety Accommodations

Contract Management

- Union Rights
- Union Dues and VCAP
- Grievance and Arbitration
- Union Management Committee
- No Strike, No Lockout
- Duration

ARTICLE 7: UNION RIGHTS

The Union holds a set of rights which include:

- Receipt of ASE Status Reports
- Union access to employees' workspaces for official business on same basis as other non-WSU entities
- Orientation for new bargaining unit members
- Union materials posting and distribution
- Contract training development and administration
- Designation of union representatives and stewards
- Paid release time for stewards processing grievances
- Release time for ASEs participating in bargaining

ARTICLE 8: UNION DUES DEDUCTIONS

- Covered employees may execute union membership and payroll deduction form
- ASEs may revoke payroll deduction authorization in writing
- University remits deductions to union electronically with employee details

RELATED ARTICLE 23: VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)

- Establishment of voluntary check off for VCAP
- Regular recurring payroll deductions only
- ASE's may discontinue VCAP deductions at any time with written notice

ARTICLE 37: GRIEVANCE AND ARBITRATION

- Grievance: a claim the University has committed a specific violation, misapplication or misinterpretation of the terms of the Contract
- Must be submitted to Labor Relations
- Contract provides for specific steps and timelines
- Department will work with Labor Relations
- Steward or union representative may be present in meetings

ARTICLE 36: UNION – MANAGEMENT COMMITTEE

- Committee formed for issue resolution for items related to the Contract
- Meetings held twice per academic semester

ARTICLE 38: NO STRIKE, NO LOCKOUT

- Agreement prohibits strikes by employees
- University cannot lock out employees

ARTICLE 39: DURATION

 Agreement effective until August 15, 2026

OTHER CONTRACT PROVISIONS

- Immigration
- Intellectual Property
- Housing
- Parking & Transit
- Travel
- Title IX

ARTICLE 24: IMMIGRATION

Same (ish)

- Immigration support services outlined
- Work Authorization
 - No loss of seniority/compensation due to legal changes in name/SSN
- English Proficiency
 - Oral test and spoken English improvement classes (if necessary) provided at no cost to the ASE
- Housing Support
 - Provide guidance and resources regarding housing options

ARTICLE 15: INTELLECTUAL PROPERTY

- University policy applies:
 - EP 38 incorporated into the agreement
 - Disputes resolved following policy appeals process
- Plain language summary:
 - Develop of a simplified version of the policy for ASEs

ARTICLE 25: HOUSING

- ASE representation on University Housing & Dining Advisory Board
- ASE representation on University Other campus and research & extension center locations
- Notice of health/safety/security issues in university housing

ARTICLE 26: PARKING & TRANSIT

- Provided for all ASEs on the same basis provided for all other University employees
- Advance notice to Union of parking/transit changes
- Advance note to ASE permit holders for event parking adjustments
- ASE representation on University Transportation and Parking Task Force and Transit Advisory Group



ARTICLE 27: TRAVEL



- Reimbursement for travel and per diem expenses in accordance with <u>WSU BPPM Chapter 95</u>
- Prior approval requirement for travel
- Reimbursement rates/methods aligned with other University employees

ARTICLE 34: TITLE IX

- University policies and procedures comply with Title IX of the Education Amendments Act of 1972
- Agreement to meet regarding expected revisions in 2024

Next Steps





Contract Resources

Labor Relations

WSU/UAW Main Page

ASE Contract

ASE Contract Resources

Contract Implementation FAQ

Questions?

Contract

hrs.Labor@wsu.edu

Graduate School Processes gs.finance@wsu.edu



Instructor-Led Training Verification & Completion

- You have completed this course.
- HRS LOD reconciles attendance manually within 10-15 business days, after receiving the completed attendance roster from the instructor.
 - Once attendance is reconciled and the course is "completed" in Percipio, the date of completion will be appropriately reflected on your Learning Transcript.
- Additional Resources
 - HRS LOD email: <u>hrstraining@wsu.edu</u>
 - HRS LOD Site & FAQ: hrs.wsu.edu/training
 - Access Training Record: wsu.percipio.com

