

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN**

**WASHINGTON STATE UNIVERSITY
AND THE
UNITED AUTOMOBILE, AEROSPACE, AND AGRICULTURAL
IMPLEMENT WORKERS OF AMERICA**

**EFFECTIVE
February 1, 2024 through August 15, 2026**

TABLE OF CONTENTS

ARTICLE 1 SCOPE AND INTERPRETATION	7
1.1 AUTHORITY OF THE AGREEMENT	7
1.2 UNIVERSITY POLICY AND REGULATION.....	7
1.3 SEVERABILITY/SAVINGS CLAUSE	7
1.4 COLLECTIVE BARGAINING – MANDATORY SUBJECTS	7
ARTICLE 2 RECOGNITION.....	9
ARTICLE 3 ANTI-DISCRIMINATION AND HARASSMENT.....	10
3.1 NON-DISCRIMINATION.....	10
3.2 SEXUAL HARASSMENT	10
3.3 RETALIATION.....	11
3.4 POLICIES	11
3.5 MICRO-AGGRESSIONS	12
3.6 RESOLUTION PROCEDURES.....	12
3.7 GRIEVANCE PROCEDURE	12
3.7.1 Timeline.....	12
3.7.2 Interim Measures & Remedies	13
3.7.3 Representation.....	14
3.7.4 Grievance Procedure	14
3.8 EDUCATIONAL AND TRAINING RESOURCES	14
3.9 EQUITY SURVEY.....	14
3.10 ALL-GENDER RESTROOMS	15
ARTICLE 4 RESPECTFUL WORK ENVIRONMENT.....	16
4.1 GENERAL CONDITIONS.....	16
4.2 DEFINITIONS	16
4.3 EXAMPLES OF ABUSIVE CONDUCT	17
4.4 REPORTING COMPLAINTS.....	18
4.5 INTERIM MEASURES AND REMEDIES.....	18

ARTICLE 5 HEALTH AND SAFETY	20
ARTICLE 6 MANAGEMENT RIGHTS.....	22
ARTICLE 7 UNION RIGHTS.....	23
7.1 ASE STATUS REPORTS	23
7.2 UNION USE OF UNIVERSITY RESOURCES AND FACILITIES.....	23
7.2.1 Meeting Space and Facilities	23
7.2.2 Supplies and Equipment	23
7.3 UNION ORIENTATION FOR NEW BARGAINING UNIT MEMBERS.....	23
7.4 UNION MATERIALS.....	24
7.5 POSTING	24
7.6 CONTRACT TRAINING.....	24
7.7 UNION REPRESENTATION AND STEWARDS	24
7.8 RELEASE TIME	25
ARTICLE 8 UNION DUES DEDUCTIONS.....	26
ARTICLE 9 JOB TITLES.....	26
ARTICLE 10 JOB POSTINGS	29
ARTICLE 11 APPOINTMENT, REAPPOINTMENT AND JOB DESCRIPTIONS	31
11.1 APPOINTMENT NOTIFICATIONS	31
11.2 EXCEPTIONAL SITUATIONS	31
11.3 LETTER OFFERING APPOINTMENT OR REAPPOINTMENT	31
ARTICLE 12 SUMMER SESSION	34
12.1 NON-REGISTERED ASE'S.....	34
12.2 SUMMER FUNDING OPPORTUNITIES.....	34
12.3 INTERNATIONAL STUDENT SUMMER FUNDING	34
ARTICLE 13 WORKLOAD	35
13.2 ASSISTANTSHIP.....	35
13.3 HOURLY	35
ARTICLE 14 WORKSPACE/MATERIALS	36
ARTICLE 15 INTELLECTUAL PROPERTY	37
ARTICLE 16 DISCIPLINE	38

16.1	DISCIPLINE	38
16.2	INVESTIGATIONS	38
16.2.1	Union Representation	38
16.2.2	Home Assignment/Administrative Leave.....	38
16.3	PRE-DISCIPLINARY PROCEDURE	39
16.3.1	Notice of Intent to Discipline.....	39
16.3.2	Pre-Disciplinary Meeting	39
ARTICLE 17 LAYOFFS		40
ARTICLE 18 PERSONNEL FILES.....		41
ARTICLE 19 RETIREMENT BENEFITS		42
ARTICLE 20 HEALTH INSURANCE.....		43
ARTICLE 21 CHILD AND DEPENDENT CARE.....		45
ARTICLE 22 FEES AND TUITION WAIVER.....		46
ARTICLE 23 VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP).....		47
ARTICLE 24 IMMIGRATION.....		48
24.1	IMMIGRATION SUPPORT	48
24.2	WORK AUTHORIZATION.....	48
24.3	ENGLISH PROFICIENCY	49
24.4	HOUSING SUPPORT	49
ARTICLE 25 HOUSING		50
25.2	HOUSING COMMITTEE	50
25.3	HOUSING SAFETY NOTIFICATION	50
ARTICLE 26 PARKING AND TRANSIT		51
26.1	GENERAL CONDITIONS	51
26.2	PARKING	51
26.2.1	Parking and Transit Change Notice	51
26.2.2	Event Parking and Notification	51
26.3	UNIVERSITY TRANSPORTATION AND PARKING TASK FORCE	51
ARTICLE 27 TRAVEL		53
ARTICLE 28 VACATION.....		54

28.1	VACATION TIME OFF	54
28.2	VACATION USAGE	54
ARTICLE 29 HOLIDAYS.....		55
ARTICLE 30 LEAVES		56
30.1	SICK LEAVE	56
30.2	SHORT-TERM PREGNANCY/PARENTAL LEAVE	57
30.3	LEAVE WITHOUT PAY	58
30.4	MILITARY LEAVE	58
30.5	JURY DUTY.....	58
30.6	CHILD CARE EMERGENCY.....	58
30.7	REQUEST FOR LEAVE AND COVERAGE	58
30.8	LEAVE WITHOUT PAY FOR REASONS OF FAITH OR CONSCIENCE	59
ARTICLE 31 ACCOMMODATIONS.....		60
31.1	GENERAL PROVISIONS	60
31.2	INTERACTIVE PROCESS OF ACCOMMODATIONS	60
31.3	TEMPORARY WORK ADJUSTMENT	61
31.4	DISABILITY-RELATED ACCOMMODATIONS.....	61
31.5	PREGNANCY AND POSTNATAL ACCOMMODATIONS.....	62
31.6	DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND STALKING SAFETY ACCOMMODATIONS	63
ARTICLE 32 TRAINING.....		64
ARTICLE 33 PROFESSIONAL DEVELOPMENT AND CAREER COUNSELING		65
33.2	EMPLOYMENT MENTORSHIP COMPACTS	66
33.3	PROGRESS ASSESSMENTS	67
33.4	MENTORSHIP TASKFORCE	67
ARTICLE 34 TITLE IX.....		68
ARTICLE 35 WAGES		69
35.1	ASSISTANTSHIP SALARY TABLES	69
35.2	ASSISTANTSHIP STANDARD QUALIFICATION LEVELS	69
35.3	HOURLY RATES	70

35.5	YEARLY WAGE INCREASES	70
ARTICLE 36 UNION - MANAGEMENT COMMITTEE		72
ARTICLE 37 GRIEVANCE AND ARBITRATION		73
37.3	TIME LIMITS	73
37.4	INFORMAL RESOLUTION	73
37.5	SUBMISSION OF GRIEVANCES AND RESPONSES	74
37.6	PROCESS	74
37.6.2	Step One	74
37.6.3	Step Two	74
37.6.4	Step Three	74
37.6.5	Step Four	75
a.	Mediation	75
37.7	SELECTION OF AN ARBITRATOR	75
37.8	AUTHORITY	75
37.9	ARBITRATION COST	76
ARTICLE 38 NO STRIKE NO LOCKOUT		77
ARTICLE 39 DURATION		78
APPENDIX A HEALTH INSURANCE		79
APPENDIX B MEMORANDUM OF UNDERSTANDING: EMPOWERING PREVENTION AND INCLUSIVE COMMUNITIES (EPIC)		80
B.1	EMPOWERING PREVENTION AND INCLUSIVE COMMUNITIES (EPIC)	80
B.2	CONTENT OF EPIC TRAININGS	80
B.3	INITIAL PROGRAM DEVELOPMENT	80
B.4	ASE HIRING AND SUPERVISION	81
B.5	JOINT TRAINING INITIATIVE	81
B.6	DELIVERY OF TRAINING	82
B.7	TRAINING SIZE	82

ARTICLE 1

SCOPE AND INTERPRETATION

1.1 AUTHORITY OF THE AGREEMENT

It is the purpose of this Agreement to provide for the wages, hours and terms and conditions of employment of the employees covered by this Agreement.

1.2 UNIVERSITY POLICY AND REGULATION

This Agreement supersedes specific provisions of University policies with which it conflicts. Unless superseded by a specific provision of this Agreement the University's policies, rules, regulations and procedures, as currently written or amended will apply to all employees. The University will notify the Union of any newly created or revised policies.

1.3 SEVERABILITY/SAVINGS CLAUSE

This Agreement is subject to the law as it currently exists or is hereafter amended. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision will become invalid and unenforceable, but all of the remaining provisions of the Agreement that are not rendered meaningless or inoperable as a consequence of the court's or administrative body's ruling shall remain in full force and effect. The parties shall meet as soon as practicable to negotiate in good faith with respect to any term or provision of this Agreement found to be in contravention of the law.

1.4 COLLECTIVE BARGAINING – MANDATORY SUBJECTS

1.4.1 The University shall satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The University will notify the Union in writing of these changes and the Union may request discussions about and/or negotiations on the impact of these changes on employees' working conditions. The Union will notify the Labor Relations Officer in writing of any demands to bargain. In the event the Union does not request discussions and/or negotiations within fourteen (14) calendar days, the Employer may implement the changes without further discussions and/or negotiations. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer shall notify the Union as soon as possible.

1.4.2 Unless agreed otherwise, the parties agree to begin bargaining within thirty (30) calendar days of receipt of the request to bargain. A valid request to bargain must include at least three (3) available dates and times to meet. Information requests made after the request to bargain will not delay the scheduling of discussions and/or negotiations. The parties shall agree to the location and time for the discussions and/or negotiations.

ARTICLE 2

RECOGNITION

In accordance with PERC Case No.135073-E-22e, and RCW 41.56.205, Washington State University hereby recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union as exclusive bargaining representative for all employees included in the bargaining unit.

ARTICLE 3

ANTI-DISCRIMINATION AND HARASSMENT

3.1 NON-DISCRIMINATION

- 3.1.1 Neither the University nor the Union shall discriminate or harass any ASE on the basis of a protected class. The following, are considered protected classes for the purposes of this Article: race; sex and/or gender (including pregnancy, childbirth, medical conditions related to pregnancy and childbirth, and breastfeeding and medical conditions related to breastfeeding); sexual orientation; gender identity or expression; religion; age; color; creed; national or ethnic origin (including caste or ancestry); marital status; genetic information (including family medical history); status as a protected veteran, an honorably discharged veteran, or member of the military; physical, mental, or sensory disability (including HIV status or other chronic health conditions and the use of a trained service animal); immigration or citizenship status, except as authorized by federal or state law, regulation, or government contract; or Union activity.

Executive Policy (EP) 15 Policy Prohibiting Discrimination and Harassment is the University's policy that applies to discrimination and harassment. The University's definitions for discrimination, harassment, and sexual harassment under EP 15 is found at policies.wsu.edu/prf/ep15/.

- 3.1.2 "Gender expression" is defined as a person's gender-related appearance or behavior, or the perception of such appearance or behavior, whether or not stereotypically associated with the person's sex assigned at birth.
- 3.1.3 "Gender identity" is defined as each person's internal understanding of their gender, and associated terms that communicate that understanding, which may include man, woman, a combination of man and woman, neither man nor woman, a gender different from the person's sex assigned at birth, transgender, or others not described here.

3.2 SEXUAL HARASSMENT

- 3.2.1 The University shall respond promptly to reports of prohibited behavior and shall take appropriate action to prevent and correct behavior that violates the law, this Article, or University policy.

3.2.2 Sexual Harassment is a form of discrimination and encompasses unwelcome conduct on the basis of sex and/or gender when certain conditions are met, as defined in WSU's EP 15, in accordance with state and federal laws and regulations. Sexual harassment also encompasses "gender-based harassment," which means harassment of a non-sexual nature that occurs because of a person's sex and/or gender. It also includes harassment based on a person's nonconformity with sex and/or gender stereotypes. Examples include but are not limited to those defined in EP 15 such as:

- a. Egregious conduct such as sexual misconduct, sexual assault, stalking, and intimate partner violence.
- b. *Quid Pro Quo*: Direct or implied threats that submission to sexual advances is a condition of employment or the basis of employment decisions, work status, promotion, grades, academic evaluation, work references, letters of recommendation, or other decisions affecting participation in a University program, activity, or service.

3.2.3 Sexual harassment may include incidents between any members of the University community, including: administrators, faculty and other academic appointees, staff, student employees (including ASEs), students, coaches, residents, interns, and non-student or non-employee participants in University programs or events (e.g., vendors, contractors, visitors, and patients); in hierarchical relationships and between peers, and; between individuals of any gender or gender identity.

3.3 RETALIATION

The University prohibits retaliation, including but not limited to intimidation, threats, coercion, or discrimination. For the purpose of this Article, as outlined in EP 15, retaliation may include conduct that would discourage a reasonable person from reporting prohibited conduct or cases when the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing.

3.4 POLICIES

The University shall provide ASEs with information about its non-discrimination and harassment policies.

3.5 MICRO-AGGRESSIONS

Micro-aggressions are everyday exchanges - including words and actions - that denigrate and exclude individuals based on their membership in a group or class of individuals. The Union and University shall meet, upon request, up to three (3) times per calendar year to evaluate progress on the joint goal of eliminating micro-aggressions against ASEs and discuss plans to advance that goal.

3.6 RESOLUTION PROCEDURES

- 3.6.1 A discrimination, discriminatory or sexual harassment complaint may be filed with the University Compliance and Civil Rights (CCR) office or other appropriate office and/or as a grievance in accordance with Article 37 of this Agreement. ASEs may also file discrimination complaints with appropriate state and federal agencies. The parties agree to encourage the filing of discrimination complaints through the University CCR.
- a. CCR shall notify those filing complaints that union-represented employees may have additional rights under their respective Collective Bargaining Agreement.

3.7 GRIEVANCE PROCEDURE

- 3.7.1 **Timeline**: An ASE shall have 120 days from an incident to submit a grievance alleging a violation of this Article.
- a. If a grievance is filed in accordance with Article 37 that includes an alleged violation of this Article, the University shall forward the allegation(s) to the Title IX/EEO Officer for review. If the Title IX/EEO Officer determines an investigation is warranted, the Union and the University may agree in writing that the grievance, or a portion thereof, specifically related to this Article will be held in abeyance while the investigation is ongoing. While an investigation is pending the University will implement interim measures as appropriate, per Section 3.7.2 of this Article.
 - b. As soon as practicable, after the Title IX/EEO Officer receives the grievance, they will make an initial assessment to determine whether (a) allegations describe conduct that is prohibited under EP 15, b) such conduct is within the University's investigative authority or

jurisdiction, and (c) whether the complaint can proceed or should be dismissed pursuant to CCR's Procedural Guidelines.

- c. The Title IX/EEO Officer may implement interim measures, in accordance with Section 3.7.2 below.
- d. In the event that a formal investigation is conducted, the investigation shall be conducted in accordance with the EP 15 and the CCR Procedural Guidelines.
- e. When the University issues the report or otherwise concludes its review/investigation/required disciplinary hearing process/appeal, the abeyance shall automatically terminate, and the Step 1 process shall resume.
- f. In any event, the parties recognize that having a fair investigation and proceeding to an arbitration hearing on the merits with a completed investigation report (report of findings) is optimal. The parties may mutually agree to postpone the arbitration until the completed investigation report is available.

3.7.2 **Interim Measures & Remedies**

- a. Remedies available to ASEs are designed to be voluntary and restore or preserve an ASE's access to their work or education, however may be implemented by the University as determined necessary. The University will consider the personal preference of an ASE when implementing interim measures and remedies. Remedies available for a grievance or complaint alleging discrimination and harassment may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which the ASE is qualified; training and education of the implicated parties; no contact remedies.
- b. When a grievance or complaint is filed related to harassment or discrimination, the University will offer any of the above remedies on an interim basis, as appropriate and available and will implement appropriate remedies on an ongoing basis if a complaint and/or grievance is sustained. Such measures are intended to preserve an ASE's ability to learn and work in an environment free from harassment and/or discrimination.

- 3.7.3 **Representation**: The ASE (as a Complainant, Grievant, Respondent, or Witness) shall have the right to be represented by an advocate or advisor of their choice, including a Union representative, in the grievance, and/or complaint process.
- 3.7.4 **Grievance Procedure**: If an ASE files a grievance that includes an alleged violation of this Article, the University shall forward the grievance to the campus office responsible for reviewing allegations of discrimination and/or sexual harassment. If the campus office determines an investigation is warranted, the Union and the University may agree in writing that the grievance, or a portion thereof, be held in abeyance during the time the allegations are under review. If the Union and the University do not agree in writing to put the grievance in abeyance, the grievance shall continue pursuant to Article 37 - Grievance and Arbitration Procedures.

3.8 EDUCATIONAL AND TRAINING RESOURCES

- 3.8.1 Upon written request from the UAW, the University and the UAW agree to discuss effective training methodology for the prevention of sexual harassment and other forms of discrimination at a system-wide joint labor management committee. The committee shall commence its discussions within six (6) months of Contract ratification.

3.9 EQUITY SURVEY

- 3.9.1 The Union and the University are committed to a diverse ASE workforce. Therefore, the parties will establish a joint committee to discuss methods of recruiting and retaining, and encouraging career development of ASEs who belong to underrepresented groups (e.g. minorities, women, individuals with disabilities and veterans in accordance with [EP12 - Equal Employment Opportunity and Affirmative Action Policy](#)). The parties will also discuss and develop ways of improving the climate of ASE workplaces, particularly in cases when ASEs perceive disparate treatment (for example, as a result of native language/dialect or parent/caregiver status).
- 3.9.2 Upon ratification of the Agreement and during the Fall semester of every odd-numbered calendar year thereafter, the Union and the University shall jointly develop an equity survey for all ASEs to be focused on ASE-specific concerns. In the Spring Semester of even-numbered calendar years, the survey shall be distributed through an online survey platform (e.g., Qualtrics, Survey Monkey) to all ASEs. In addition, any department or hiring unit may decide, on a volunteer basis, to jointly develop a

department-specific survey, with additional questions to be distributed by a Department Chair or designee and an ASE in the Department designated by the Union. Responses from all surveys shall be available to the Union and the University. Once the surveys have closed and no later than the end of the Fall semester of the following academic year, the Union and the University shall hold a Joint Labor Management meeting to discuss results and strategize further steps for promoting equity, inclusion, transparency, and accountability.

3.10 ALL-GENDER RESTROOMS

- 3.10.1 The University and the Union recognize the importance of having safe and accessible campus restroom facilities.
- 3.10.2 The University shall publish the location of all all-gender restrooms on the WSU website, as well as provide this list upon appointment and upon request. In locations where all gender restrooms are not available, ASEs will be allowed to use the gender segregated restroom consistent with their gender identity or expression. Within six (6) months of ratification, the University and the Union will discuss all-gender restrooms gap areas during Union Management meetings. Upon request, the University will provide annual updates to the Union on progress toward increasing the number of all-gender restrooms at WSU.

ARTICLE 4

RESPECTFUL WORK ENVIRONMENT

4.1 GENERAL CONDITIONS

- 4.1.1 The Parties agree that all employees shall work in an environment that fosters mutual respect and professionalism and is free from Abusive Conduct. All parties are responsible for contributing to such an environment. The parties agree that Abusive Conduct, inappropriate behavior, and bullying in the workplace does not promote the University's mission, employee wellbeing, or productivity. These behaviors may occur in, but are not limited to, situations in which one person has authority over another and situations involving peer-to-peer interactions.
- 4.1.2 Workplace Bullying and Abusive Conduct as defined in Section 4.2 and described in Section 4.3, by ASEs, faculty, supervisors, and/or managers will not be tolerated. The provisions of [Business Policies and Procedures Manual \(BPPM\) 50.31](#) Maintaining a Professional Workplace as written or amended additionally apply to all Employees covered by the Agreement. The University and the Union shall strive to foster an environment in which employees feel comfortable making reports of Workplace Bullying or Abusive Conduct in good faith. The Parties also commit to prohibiting retaliation against any person who reports Workplace Bullying or Abusive Conduct (as described in Section 4.2 below) or participates in any related investigation or process in good faith.

4.2 DEFINITIONS

- 4.2.1 Workplace Bullying, including bullying or nondiscriminatory harassment, refers to repeated, unreasonable actions of individuals (or a group) directed towards an employee or student (or a group of employees or students), which intimidate, degrade, humiliate, or undermine; or which create a risk to the health or safety of the employee or student. Workplace Bullying behaviors are considered as a subset of behaviors within Abusive Conduct and therefore shall be considered as the same for the purposes of this Article.
- 4.2.2 Abusive Conduct. Unprofessional behavior constitutes "abusive conduct" when it is sufficiently severe, persistent, or pervasive that it: Interferes with, or has the potential to interfere with, an individual's ability to participate in WSU employment, education,

programs, or activities; Adversely alters the conditions of an individual's WSU employment, education, or participation status; or Creates an objectively hostile or abusive employment, program, or educational environment.

- 4.2.3 Such conduct shall be evaluated on a case-by-case basis, taking into account the circumstances of the parties, relationship between the parties (including power imbalance); the frequency, nature and severity of the alleged conduct; whether the conduct was physically threatening; and whether the conduct may be protected. A single act may constitute Workplace Bullying or Abusive Conduct if severe or egregious.

4.3 EXAMPLES OF ABUSIVE CONDUCT

- 4.3.1 Examples of Abusive Conduct may include, but are not limited to, the following types of behavior:
- a. Use of abusive, insulting, or offensive language (written, electronic, or verbal),
 - b. Spreading false information or malicious rumors,
 - c. Behavior, language, or gestures that frighten, humiliate, belittle, or degrade, including criticism or feedback that is delivered with yelling, screaming, threats, implicit threats, or insults,
 - d. Encouraging others to act, singly or in a group, to intimidate or harass other individuals,
 - e. Making inappropriate comments about a person's appearance, lifestyle, family, or political views,
 - f. Teasing or making someone the brunt of pranks or practical jokes,
 - g. Inappropriately interfering with a person's personal property or work equipment,
 - h. Circulating photos, videos, or information via e-mail, social media, or other means without consent,
 - i. Making unwanted physical contact or inappropriately encroaching on another individual's personal space, in ways that would cause discomfort and unease,

- j. Purposefully excluding, isolating, or marginalizing a person from normal work activities for non-legitimate business purposes,
- k. Repeated demands that the individual do tasks or take actions that are inconsistent with that individual's job, are not that individual's responsibility, or for which the employee does not have authority,
- l. Making threats to block a person's academic advancement, opportunities, or continued employment at the University,
- m. Sabotaging or undermining a person's work performance.

4.3.2 Abusive Conduct does not include exercising appropriate supervision of employees conducting appropriate performance management, or providing appropriate feedback, including but not limited to the following:

- a. Appropriately expressing differences of opinion,
- b. Offering constructive feedback, guidance, or advice about work-related behavior,
- c. Reasonable action taken by a supervisor relating to the management of an office,
- d. Reasonable action taken to manage an employee's performance, initiating corrective action and/or disciplinary action,
- e. Participating in a formal complaint resolution or grievance process.

4.4 REPORTING COMPLAINTS

ASEs are strongly encouraged to report any incident of Abusive Conduct to an immediate manager or supervisor. If the immediate manager or supervisor is the perpetrator of the bullying, the ASE should report the incident to the next level higher supervisor or directly to Human Resource Services (HRS) through completing the form as outlined in [BPPM 50.31](#) and/or filed as a grievance in accordance with Article 37 (Grievance and Arbitration Procedures) of this Agreement.

4.5 INTERIM MEASURES AND REMEDIES

4.5.1 Remedies available for Abusive Conduct may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which

the ASE is qualified; training and education of the implicated parties; and no contact remedies.

- 4.5.2 When a complaint of Abusive Conduct is filed, the University will implement remedies on an interim basis where appropriate. Such measures are implemented to allow the ASE to learn and work in an environment free from Abusive Conduct.

ARTICLE 5

HEALTH AND SAFETY

- 5.1** The University will provide a work environment in accordance with safety practices and standards established by applicable federal and state governing agencies and University policy. The University shall make reasonable efforts to maintain safe working conditions in the workplace including equipment required to carry out assigned duties.
- 5.2** All ASEs are expected to perform their work in conformity with applicable safety standards. The University will not require nor will an ASE work in an unsafe environment. Should an ASE become aware of a condition they believe is unhealthy or dangerous, they are expected to immediately report the condition to a supervisor and/or Environmental Health and Safety. Such environments will be promptly investigated.
- 5.3** Safety committees are established and conducted in accordance with [WAC 296- 800-13020](#). The Union retains the right to elect ASE representatives to serve in the University-wide Safety, Health and Security committee structure, as outlined in the [Safety Policies and Procedures Manual \(SPPM\) 1.35](#). Attendance at safety committee meetings will be considered time worked.
- 5.4** The University shall assess the hazards to which ASEs are exposed and take steps to provide a safe work environment. The University shall supply and maintain all Personal Protective Equipment (PPE), equipment, tools, and materials needed to carry out job duties safely, including first aid kits and hazard spill kits. ASEs are encouraged to raise questions or concerns over necessary PPE, equipment, tools, and materials with their advisors, supervisors, Environmental Health and Safety, or through safety processes and committees at the work unit and/or department level.
- 5.5** The University will provide notice to ASEs of any known hazards in their workplace as required by applicable law. ASEs may also subscribe to applicable campus/area facility event notifications and alerts to receive information regarding University facilities, including issues or projects that may impact safety and health. The University will provide as much advance notice as possible to ASEs in the event that a university project may impact health and safety, such as asbestos abatement.
- 5.6** The University shall provide applicable information and safety training for all ASEs, including trainings regarding general safety, applicable building hazards, use of or exposure to

hazardous materials, safety issues related to field/lab/clinical work, or work in other hazardous environments in accordance with [SPPM 2.18](#). Participation in preapproved safety trainings will be considered time worked.

ARTICLE 6

MANAGEMENT RIGHTS

- 6.1** Management of the University is vested exclusively in the University. Except as otherwise provided in this Agreement, the Union agrees that the management rights of the University include the rights to:
- 6.2** Establish, plan, direct and control the University's mission, programs, objectives, activities, budget, resources, operations and priorities;
- 6.3** Determine the personnel, staffing levels, methods and means, by which operations are conducted;
- 6.4** Establish, revise and administer policies, procedures, reasonable rules and regulations;
- 6.5** Alter, extend, or discontinue existing equipment, facilities, and location of operations;
- 6.6** Establish, maintain, modify or enforce standards of performance, conduct, order and safety;
- 6.7** Discipline or terminate for just cause;
- 6.8** Establish or modify the academic calendars, including holidays and holiday scheduling;
- 6.9** Assign work and schedule hours of work;
- 6.10** Assign work locations;
- 6.11** Recruit, hire, promote based on standards established by the University;
- 6.12** Plan, establish, modify, and manage the University's curriculum;
- 6.13** Establish and implement policies and procedures for evaluating the performance of ASEs.

ARTICLE 7

UNION RIGHTS

7.1 ASE STATUS REPORTS

Subsection 7.1 – ASE Status Reports, has been intentionally separated per conversations between WSU and the UAW for the purpose of a Tentative Agreement. The reports subsection is to be reviewed separately to address content, development, implementation once agreed upon, and frequency.

7.2 UNION USE OF UNIVERSITY RESOURCES AND FACILITIES

Representatives of the UAW shall be permitted access to employees' work spaces for the performance of official union business. Such visitations shall be conducted in a manner that will not be disruptive to the operations of the University.

7.2.1 Meeting Space and Facilities

The University's campuses and facilities may be used by the Union for meetings upon prior request by the Union in accordance with University facilities and use policies and availability of space.

7.2.2 Supplies and Equipment

The University will allow the Union to post notices and information on existing, designated bulletin boards in those Departments where ASEs work. University-purchased supplies, equipment, including but not limited to telephone, fax and email may not be used for Union business except in *de minimis* uses if such use does not disrupt University business.

7.3 UNION ORIENTATION FOR NEW BARGAINING UNIT MEMBERS

Each semester, the University will provide an employment orientation to new ASEs on a system-wide basis. The Union shall be provided thirty (30) minutes at this and at any Hiring Unit, Campus, Extension or Department employment orientation for new ASEs, to communicate with bargaining unit members and discuss/distribute materials, including Union membership application and dues deduction authorization forms. In the event a new ASE is unable to participate in an employment orientation, the Union will be allowed a thirty (30) minute period during the new ASE's first ninety (90) days to conduct an orientation meeting.

Such orientation time shall be considered time worked for the ASE receiving the orientation. The University will encourage new ASEs to attend these orientations. The University and the Union will collaborate on the smooth execution of bargaining unit members' orientations.

7.4 UNION MATERIALS

The University shall post on the [Human Resource Services Labor Relations website](#) Union-provided electronic versions of their Union Membership Election Form and Voluntary Community Action Program (VCAP) form and shall provide links to the forms to each new bargaining unit member during the hiring process.

7.5 POSTING

The University will post the Agreement on the [Human Resource Services Labor Relations website](#).

7.6 CONTRACT TRAINING

Following ratification of this Agreement, the parties may jointly develop training for management summarizing terms of the new collective bargaining agreement. The University and Union may meet semi-annually to discuss any identified training needs related to Contract administration.

7.7 UNION REPRESENTATIVES AND STEWARDS

The Union may designate a number of stewards appropriate to the size of the unit who shall be members of the bargaining unit. The Union shall provide a list of the name of each steward and their jurisdiction to the University. Should a designation of Union steward change, the Union shall provide an updated list to the University within ten (10) days of the effective date of such change. A steward who is processing a grievance in accordance with the grievance procedure of this Agreement shall be permitted reasonable paid release time to meet with University representatives and process the grievance during their normal working hours. Time off for processing a grievance shall be granted to a steward by a supervisor following a request, provided it does not interrupt time sensitive work responsibilities. A Union representative is encouraged to coordinate with relevant parties to avoid disruption of work when interacting with an ASE, unless the interaction is of a limited or informal nature and does not interfere with work.

7.8 RELEASE TIME

The University shall provide paid release time from their regular working hours for up to seven (7) ASEs designated by the Union for the purpose of bargaining a replacement agreement. ASEs will coordinate with their supervisor(s) to minimize any disruption of their employment duties associated with their participation in bargaining. The University will make every effort to accommodate the ASE's time spent during bargaining.

ARTICLE 8

UNION DUES DEDUCTIONS

- 8.1** Employees who are covered under this Agreement may choose to execute a Union membership and payroll deduction form.
- 8.2** Upon written notification to WSU Payroll Services from the Union of an ASE's written authorization, the University shall deduct Union dues and any initiation fees from each paycheck. The University will begin dues deductions as soon as reasonably practical, but no later than the second payroll after receipt of written notification. The Union shall transmit the name and Employee ID number of employees with new or changed deduction authorizations to the Employer. The Employer will implement changed dues authorizations as soon as reasonably practical, but no later than the second payroll following its receipt of notice from the Union.
- 8.3** The Union will provide the University thirty (30) days advance notice of a change in the amounts for membership dues and any initiation fees.
- 8.4** If an ASE contacts the University to request that payroll deduction be ended, the University will promptly refer the ASE to the Union to process the request. An ASE may revoke their authorization for payroll deduction of payments to the Union by written notice to the Union in accordance with the terms and conditions of their authorization. The University will end dues deduction no later than the second payroll after receiving notice from the Union that an ASE has revoked authorization. The University may request a copy of an employee's signed card at any time.
- 8.5** The University will remit a payment for all deductions to the Union electronically at the end of each pay period. Accompanying the remittance will be a listing of the names, unique employee identification numbers, VCAP deducted, total wages from which Union dues/fees are calculated for the time period and the amount remitted for all employees from whom deductions were made.
- 8.6** The Union agrees to indemnify, defend and hold the University harmless from any and all claims, actions, or liabilities that arise out of or by reason of actions taken by the University pursuant to this Article, including reimbursement for reasonable legal fees or expenses incurred in connection with any such claim, action or liability.

ARTICLE 9

JOB TITLES

9.1 ASEs will be placed into titles based on the nature of job duties and qualifications as follows:

Title/Pay Classification	Job Duties	Standard Qualifications
Teaching Assistant (TA)- Undergraduate	Teaching or serving as a teaching assistant. The TA may assist faculty in teaching courses and labs, grading examinations, problem sets, or lab assignments, setting up displays for lectures and labs, or preparing or maintaining laboratory equipment.	Undergraduate Student
Research Assistant (RA) - Undergraduate	Engages in research under a faculty member's supervision.	Undergraduate Student
Graduate Teaching Assistant	Teaching or serving as a teaching assistant. The TA may assist faculty in teaching courses and labs, grading examinations, problem sets, or lab assignments, setting up displays for lectures and labs, or preparing or maintaining laboratory equipment.	Graduate Student
Graduate Research Assistant	A research assistantship is an appointment in which a graduate student is engaged in research under a faculty member's supervision	Graduate Student
Graduate Staff Assistant (SA)	A staff assistantship is an appointment in which a graduate student engages in service that enhances their educational pursuits at WSU. The SA provides academic and administrative program support for units such as counseling and testing services, health and wellness	Graduate Student

Title/Pay Classification	Job Duties	Standard Qualifications
	services, and other student services offices.	
Graduate Veterinary Assistant	Clinical work and research	Graduate Student
Graduate Project Assistant	Research and academic assistance	Graduate Student
Graduate Summer Teaching Assistant	Teaching during the summer	Graduate Student
Graduate Summer Research Assistant	Research during the summer	Graduate Student
Graduate Summer Staff Assistant	Non-teaching/research academic assistance during the summer	Graduate Student
Graduate Summer Work	Teaching, researching or other during the summer	Graduate Student
Graduate Summer Work - Hourly	Teaching, researching or other during the summer	Graduate Student

9.2 As soon as practicable, the University and the Union will review and reconcile ASEs who are currently performing bargaining unit work, classified in titles other than those listed in this article, and may be reclassified into the bargaining unit job titles in 9.1 above. Nothing prevents the parties from mutually agreeing to new titles.

ARTICLE 10

JOB POSTINGS

- 10.1** The University shall post information on a University job website regarding open recruitment ASE positions. Web address/es for open recruitment ASE positions are listed on the [University's Labor Relations website \(hrs.wsu.edu/ws-uaw\)](https://hrs.wsu.edu/ws-uaw).

Open recruitment positions are those 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.

- 10.2** Open recruitment positions may be announced to applicants within a Department/School or Hiring Unit without being posted to a University website. The application deadline for Departmental or Hiring Unit postings shall be one (1) week except in emergency situations in which the beginning of the appointment period must begin less than a week after the position is posted. If the position remains open after two (2) weeks, it will be posted to a University job website.

- 10.3** Open recruitment positions will be posted for a minimum of two (2) weeks except in emergency situations in which the beginning of the appointment period must begin less than two (2) weeks after the position is posted.

10.3.1 During the 2023-2024 academic year, the parties will discuss in the Union-Management Committee a system for informing applicants of the status of an open position (e.g., whether it has been filled or whether a hiring decision is pending), and will implement such a system by the start of the 2024/2025 academic year.

- 10.4** All postings shall contain the following information:

1. Job classification
2. Hiring unit (department or University office where the position is located)
3. A summary of the nature of required duties (job requirements, including expected hours required or appointment percentage (% FTE) if applicable, and qualifications)
4. Effective dates and duration of appointment (when applicable)
5. Salary range or wages

6. Procedures regarding the application including the contact where inquiries and applications may be made, as applicable
7. Deadlines for application
8. Benefits information applicable to the position, including health insurance office contact information when applicable
9. Tuition and fee waiver or exemption information, if applicable
10. An employment non-discrimination statement
11. A statement indicating that the position is covered by a collective bargaining agreement
12. The collective bargaining agreement website address

- 10.5** The determination of job requirements and qualifications shall be made by the University. Once the University has determined the hiring criteria for a posted open recruitment position, hiring qualifications shall not be modified to be more restrictive nor job requirements to be more extensive while the position is posted.
- 10.6** Re-posted positions shall remain posted at a University website for no less than one (1) week.
- 10.7** Once a position which has been posted has been filled, the University will use its best efforts to remove the job listing from hiring websites within three (3) business days.

ARTICLE 11

APPOINTMENT, REAPPOINTMENT AND JOB DESCRIPTIONS

11.1 APPOINTMENT NOTIFICATIONS

- 11.1.1 Offers of 50% FTE appointment and reappointment for assistantship positions that are not open recruitment will be for one full academic year (Fall and Spring) or longer. An offer may be as short as one full semester if funding is not available for the full academic year.
- 11.1.2 The University shall provide a written letter or email offering an individual an appointment or reappointment.
- 11.1.3 Incoming ASEs shall be notified of their assistantship appointments no later than April 1st and will have until April 15th to respond to the offer, except for later- admitted ASEs or in exceptional situations as outlined in 11.2.
- 11.1.4 Except in exceptional situations as outlined in 11.2, continuing students will be notified of their reappointment to an assistantship at least ninety (90) days in advance of the start of the appointment and will be permitted two (2) weeks to respond to an offered position.

11.2 EXCEPTIONAL SITUATIONS

Exceptional situations, for purposes of this Article, are those situations in which the appointment cannot be filled by the notification deadline, or those situations in which an appointment has been filled but vacated due to an unforeseeable circumstance. In exceptional situations, students will be notified of their appointments as soon as practicable. When circumstances require a shorter response time to an offer (e.g. a new section that becomes available for a teaching assistant position shortly before classes begin; a new grant position becomes available), the ASE will be given as much time to respond as practicable. If an ASE is hired later than anticipated (e.g. an ASE is hired to fill a role after another ASE quits), their compensation will be adjusted to reflect their start date.

11.3 LETTER OFFERING APPOINTMENT OR REAPPOINTMENT

The letter offering appointment or reappointment will include the following information:

1. Appointment title (if known)

2. Appointment % FTE (when applicable) or anticipated hours for hourly employees
3. Effective dates and duration of appointment (when applicable)
4. Hiring unit
5. Hiring unit contact
6. Summary of the general nature of required duties
7. Salary/wages
8. Health and other applicable benefits
9. WSU Human Resources Services website
10. Health insurance contact information
11. Costs of tuition or fees required as a condition of employment, if any
12. Tuition and fee waiver or exemption information, if applicable
13. Response requirements, if any
14. A statement that the position is covered by this collective bargaining agreement
15. Website address to the current collective bargaining agreement
16. The University shall include in all ASE appointment letters a link to the Union's website

11.4 At least two weeks prior to the commencement of each semester, ASEs will be given a job description (or changes to a job description). For exceptional circumstances as described in Section 11.2, ASEs will be given a job description as soon as practicable, but no later than the first day of the work assignment or reassignment. The University shall provide ASEs with documentation that will set forth the duties of the appointment for that semester, including:

1. Assigned course, lab, or research project (if applicable)
2. The faculty member or supervisor to whom the ASE will report
3. Procedures used for evaluation (if any)
4. Course meeting times and location (if applicable)
5. The approximate maximum number of students for which the ASE will be responsible (if applicable)

6. Office hours (if applicable)
7. Training programs (if applicable)
8. Work location
9. A statement encouraging ASEs and supervisors to discuss job related duties and time commitments associated with assigned duties.

For items 2, 4, 5, and 6, planned or estimated information will be provided with the other items of Section 11.2. However, if these items change, updated information will be provided to the ASE.

In the case of an ASE whose job description is not expected to change for at least a year, the documentation may be provided once at the beginning of the appointment, and thereafter when duties change. Notification of updated duties will take place no later than the first day of the work assignment or reassignment.

- 11.5** Appointments cease at the end of their designated term(s) and come with no guarantee of renewal.

ARTICLE 12

SUMMER SESSION

12.1 NON-REGISTERED ASE'S

ASEs may be hired to perform bargaining unit work during the summer session. Positions may be assistantship, hourly, or activity-based appointments.

12.1.1 Assistantships will be paid at or above the rate established by Article 35.

12.1.2 Hourly appointments will be paid at or above the minimum hourly rate established by Article 35.

12.1.3 Effective summer 2025, activity-based appointments will be paid at or above the equivalent hourly rate as established by the assistantship salary table in Article 35. Hiring units will determine the maximum hours per week permitted, which will be listed in the summer appointment letter.

12.2 SUMMER FUNDING OPPORTUNITIES

As soon as practicable, but no later than thirty (30) days before the commencement of each summer session, departments shall notify ASEs of all Summer Session ASE appointment opportunities, including those that may be contingent appointments (e.g. if a class is not sufficiently enrolled), either by posting on the department or University website or announcing via an email listserv. Should new positions become available after the posting date, they shall be posted as soon as practicable. Notices will describe the work duties associated with the appointment, the anticipated hours or project, the manner in which compensation will be provided (salaried, hourly, or activity-based), the amount of expected compensation, a statement indicating that the position is covered by this collective bargaining agreement, and an employment non-discrimination statement.

12.3 INTERNATIONAL STUDENT SUMMER FUNDING

Upon ratification, the parties will convene a joint union-management initiative to explore solutions for ASEs who are unable to find employment during the summer pursuant to their visa or immigration status.

ARTICLE 13

WORKLOAD

13.1 At the time of appointment, the University will inform the ASE of the percentage FTE of their appointment or, for hourly employees, the anticipated hours of their appointment.

13.2 ASSISTANTSHIP

ASEs with a 50% FTE appointment shall not be required to work more than an average of twenty (20) hours per week in a given semester/term, and shall not exceed thirty (30) hours in a given week except by the ASE's consent. Alternate percentage appointments will be directly proportional to the 50% FTE appointment in relationship to workload per week.

13.3 HOURLY

13.3.1 Hourly ASEs will not be required to work more hours than specified in the appointment letter, or to work any hours for which they are not paid. Assigned workloads shall not exceed forty (40) hours in any one week, or more than eight (8) hours in any one day without prior ASE consent.

13.3.2 Tutors shall be paid for the entirety of any pre-scheduled tutoring timeslot.

13.3.3 Hourly ASEs who participate in any training and job-specific orientation that is required as a condition of their employment shall be paid at their normal hourly rate.

13.4 Any work assignment, prep work, training, job-specific orientation, required meetings, required conferences, and tutee no-shows shall be included in the total workload for the semester/term. Holidays and approved time off reduce the expected average twenty (20) hours per week work expectation.

13.5 Required meetings will be held during normal work hours at an on-campus or off-campus site in proximity to where the ASE usually works or virtually, or at a location and time agreed upon in advance by the ASE.

13.6 In the case of change of ASE job assignment, any work completed in the original assignment will count toward the hour limit for the semester/term.

13.7 Issues relating to workload can be addressed in the Union-Management meetings.

ARTICLE 14
WORKSPACE/MATERIALS

14.1 The University shall provide reasonable access to or reimbursement for facilities, services, texts and instructional support required for the position. Examples of access that may be required include, but are not limited to:

- Office and desk space and telephone
- A computer with internet access
- Computer software
- Storage and laboratory space
- Mailbox
- Office supplies
- Texts and/or reading material
- Printing facilities,
- and Equipment to perform research required for the appointment

14.2 Before an ASE's work location is moved, or before there is a substantial alteration of the ASE's work space, the affected ASE normally shall be notified at least thirty (30) days before the change is to take place. In the event thirty (30) days' notice is not feasible, the ASE shall be notified as soon as reasonably possible.

ARTICLE 15

INTELLECTUAL PROPERTY

- 15.1** [Executive Policy \(EP\) 38](#) (“University Policies on Intellectual Property, Technology Transfer, and Commercialization”) shall be incorporated into this Agreement in its entirety. Disputes over intellectual property inventorship and ownership will be resolved using the appeals process in EP 38 and will not be subject to Article 37 (“Grievance Procedure”) of this Agreement. The Grievance Procedure of this Agreement will apply only in the event of discipline or termination of an ASE as a result of a violation or application of this policy.
- 15.2** The Union and the University shall work together to develop a plain language summary of this policy to be distributed to ASEs, including at applicable orientations and online.
- 15.3** ASEs may, at their option, request the Union to advise and assist them in the processes outlined in this policy.

ARTICLE 16

DISCIPLINE

16.1 DISCIPLINE

- 16.1.1 The University supports the resolution of job-performance issues through corrective action in the form of coaching, counseling and, where appropriate, performance improvement plans. Corrective action is not considered discipline but is rather an effort to resolve performance issues short of discipline.
- 16.1.2 Disciplinary actions are as follows: written reprimand, suspension without pay, a performance-based job transfer, or termination during the term of an appointment. Disciplinary actions will be labeled as such.
- 16.1.3 No ASE will be disciplined or terminated during the term of their appointment without just cause. Discipline or dismissal as used in this Article refers to actions taken involving job-related misconduct or job-related poor/non-performance and does not include any action based on academic performance. No decision made by the University concerning academic discipline or dismissal of a student is subject to this Agreement.

16.2 INVESTIGATIONS

- 16.2.1 **Union Representation**: ASEs are entitled, at their option, to have Union representation during any investigatory interview conducted by the University that the ASE reasonably believes may result in their receipt of discipline. During any such investigatory interview, a participating Union representative shall be entitled to represent the employee, which may include asking questions, offering additional information, and/or counseling the ASE.
- 16.2.2 **Home Assignment/Administrative Leave**: The University may place an ASE on home assignment or paid administrative leave without prior notice, in order to investigate allegations which, in the judgment of the University, require removing the ASE from the premises and/or warrant immediately relieving the ASE from all work duties. ASEs on home assignment/paid administrative leave are expected to remain available during hours for which they are being compensated. Home assignment/ paid administrative leave is not discipline. The Union will be notified within fourteen (14) calendar days of when an ASE is placed on home assignment/paid administrative

leave. An ASE who has been placed on home assignment/administrative leave will be notified when the investigation has concluded. If the ASE receives no disciplinary action, no record of the home assignment or administrative leave will be placed in the ASE's personnel file.

16.3 PRE-DISCIPLINARY PROCEDURE

If the University intends to impose discipline, the following procedures will apply:

- 16.3.1 **Notice of Intent to Discipline**: The University will inform the ASE and the Union of the contemplated discipline in writing. The notice shall include a statement of reasons for the contemplated action, which shall include the nature of the alleged violation, the level of discipline contemplated, notice of a right to a pre-disciplinary meeting, and notice of the right to Union representation at the pre-disciplinary meeting. Upon request, the ASE shall be entitled to any materials (such as an investigative report) upon which the University has relied in determining the contemplated discipline, although confidential information and witness statements may be withheld.
- 16.3.2 **Pre-Disciplinary Meeting**: The University will schedule a pre-disciplinary meeting to permit the ASE to respond to a notice of intent to discipline no earlier than seven (7) business days after the written notice. At the beginning of any pre-disciplinary meeting, the University will describe its proposed discipline and the general reasons for issuing the proposed discipline. A participating Union representative shall be entitled to speak on behalf of the ASE.
- 16.4** The ASE and the union shall be provided with a copy of a final disciplinary action. The copy will include the disciplinary action, the specific charges and the employee's right to grieve the disciplinary action.

ARTICLE 17
LAYOFFS

17.1 If an individual accepts appointment to an ASE position for one or more terms/semesters (fall or spring) in an academic year and the position offered is eliminated, or the FTE of an assistantship is reduced, prior to the ASE's end of appointment, the University shall notify the affected individual and the Union one month prior to the effective date of the action.

Furthermore, the University will:

17.1.1 End or reduce the appointment no sooner than the end of the term/semester for which the notice of layoff is provided; and

17.1.2 Use its best efforts to place the affected ASE on assistantship in another bargaining unit position with a similar term and, if possible, similar compensation.

ARTICLE 18

PERSONNEL FILES

- 18.1** ASEs shall be notified of the identity of the custodian(s) of their personnel files. Personnel, and other records containing personal information and/or information pertaining to the ASE's performance, including those electronically generated, will be maintained, accessed, and used only in the scope of official University business.
- 18.2** The University will provide ASEs with instructions on how to access their personnel files. ASEs shall have the right to examine all materials contained in their personnel file and, upon request, shall be provided with a copy of any materials in that file. The personnel file shall be made available for review within three (3) working days of the request receipt or as otherwise agreed upon.
- 18.3** An official Union representative will be granted access to the personnel records upon written authorization from the ASE to the Labor Relations Officer. The ASE and/or their official Union representative may not remove any contents.
- 18.4** An ASE or their official Union representative shall have the right to request removal or correction of inaccurate materials from their personnel files, insert rebuttal or refuting documentation and/or seek removal of inappropriate material from the files.
- 18.5** Grievance files will be kept separate from personnel files.
- 18.6** All materials in the personnel file of an ASE, including supervisory job performance evaluations, shall be confidential except as required to be publicly available under state and/or federal law. The University will limit access to student evaluations to those undergraduate, graduate, and professional students, and faculty with WSU Network IDs or other appropriate affiliates or contingent workers.
- 18.7** Upon the employee's written request/release, the University will respond to employment verification inquiries. This process is described at the following website: hrs.wsu.edu/voe.

ARTICLE 19
RETIREMENT BENEFITS

- 19.1** The University will provide ASEs access to the Voluntary Investment Program (VIP), a 403(b) plan, and the Deferred Compensation Plan (DCP), a 457(b) plan as allowed under federal and state law.
- 19.2** ASEs will be provided program information on the VIP and DCP during onboarding and upon their request to Human Resources Services Benefits.

ARTICLE 20

HEALTH INSURANCE

- 20.1** Medical, dental and vision benefits will be based on the plan design as attached in Appendix A.
- 20.2** The University will provide the Union with utilization reports as they become available.
- 20.3 Health Insurance Meetings**
- 20.3.1 The University and Union will meet in Fall, Spring, and Summer of each year to discuss the status of the insurance plan, including an annual review of the plan, experience summary reports, plan census information, and trend information. Pertinent information shall not include proprietary data or formulas and such information is not relevant or necessary.
- 20.3.2 At the Fall meeting, the University and Union will discuss whether to automatically renew the plan or initiate a Request for Proposals (RFP). The University may automatically renew the plan annually if the plan benefits do not change with prior notice to Union. The final determination will be made by the University. If the University initiates an RFP to determine the plan insurer, the University will begin work immediately, with input from the Union. The University will provide the Union with the renewal plan documents and related filings with the Washington State OIC.
- 20.3.3 The University agrees to provide up to four (4) hours of paid release time for up to four (4) ASEs for the purpose of attending system-wide meetings.
- 20.4** The Student Health Insurance Advisory Board (SHIAB) shall be continued to discuss quality, administrative, and service matters pertaining to the insurance plan, and shall include one union representative.
- 20.5** Current insurance program eligibility standards shall be continued. All eligible ASEs shall receive 100% premium for the University-sponsored student health insurance plan. In the event premiums increase, the University will continue to provide 100% premium remissions to eligible ASEs.
- 20.6** An ASE who is eligible to receive a health insurance premium remission through an ASE appointment is responsible for the premium for any dependent(s) on their plan.
- 20.7** An eligible ASE who during spring semester (January 1 – May 15) is enrolled in health

insurance is automatically provided health insurance during the summer semester (May 16 – August 15).

ARTICLE 21
CHILD AND DEPENDENT CARE

- 21.1** ASEs will continue to be eligible to apply for the Childcare Subsidy Program (Spokane) or any other WSU Child or Dependent care subsidy program, which provides eligible student parents with direct financial assistance to cover basic child and dependent care costs.
- 21.2** The Union and University will meet to discuss the development of a program which will allow eligible ASEs to apply to receive the following subsidy for Child or Dependent care expenses incurred during the ASE's appointment period:
- a. Fall Semester: up to \$2,025
 - b. Spring Semester: up to \$2,025
 - c. Summer Session: up to \$1,550
 - d. An ASE is considered eligible if they have one or more dependents and have not already received an equivalent subsidy from another childcare subsidy program at WSU.
 - e. The University agrees to commit no more than \$150,000 total per year for the purpose of ASE childcare expenses as outlined in (a) through (c).
- 21.3** The program has an expected implementation date of August 16, 2024.
- 21.4** The University will provide access to Childcare on campus for all employees covered by this Agreement on the same basis as provided for all other University employees.
- 21.5** A taskforce shall be formed to further the goal of improving access to affordable on-site Childcare for ASEs. The Union retains the right to elect ASE representatives, with preference given to student parents and caregivers, annually to this Childcare Advisory Taskforce. Participation in the taskforce will not be limited to bargaining unit members.

ARTICLE 22
FEES AND TUITION WAIVERS

- 22.1** ASEs with assistantship appointments equal to or greater than 50% FTE will continue to receive a waiver for the operating fee and non-resident tuition (if applicable).
- 22.2** Effective August 16, 2025, ASEs with assistantship appointments equal to or greater than 50% FTE will also receive a waiver for the building fee.

ARTICLE 23
VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)

- 23.1** Upon presentation of a legible signed authorization form executed by an ASE, the University agrees to provide a voluntary check off for the UAW Voluntary Community Action Program (VCAP) in accordance with the following provisions:
- 23.2** The authorization form must be mutually agreed upon by the parties and contain specific WSU payroll language as determined by the University. If the authorization form is not legible, as determined at the sole discretion of the University, the form will be returned for clarification.
- 23.3** The UAW will verify the ASE is an active dues paying member prior to submitting the VCAP authorization form to WSU Payroll Services.
- 23.4** The VCAP deduction will be divided equally between the two monthly paychecks.
- 23.5** This provision is for regular recurring payroll deductions and shall not be used for one-time deductions.
- 23.6** An ASE may discontinue the VCAP deductions at any time upon written notification to WSU Payroll Services. WSU Payroll will update VCAP deductions within two pay periods of receipt of request.
- 23.7** VCAP collections less any processing charges will be remitted to the UAW VCAP on a per pay period basis.

ARTICLE 24

IMMIGRATION

24.1 IMMIGRATION SUPPORT

24.1.1 University International Offices can advise an ASE generally on visa issues as they relate to the academic and/or employment relationship with the University. ASEs may participate in immigration clinics, workshops or support programs that the University provides or procures on the same basis these services are provided to other students. Additional resources, including information about legal services, may be available through ASWSU, Undocumented Initiatives or the Washington State Bar Association.

- a. The University will present an annual workshop providing resources for ASEs related to visa and immigration options. The University and the Union shall collaborate to ensure that such workshops contain information relevant to ASEs.

24.1.2 In the event that the University is served with a validly executed Search or Arrest warrant, the University shall request that any questioning of ASEs at University facilities occur in as private a setting as possible in the workplace.

24.1.3 The University shall work with ASEs to accommodate any appointments and/or hearings with respect to immigration or citizenship status of the employee, spouse, domestic partner, child, or parent. These accommodations may include granting leave time.

24.1.4 Costs associated with obtaining a visa necessary for foreign travel required to perform a specific duty which is part of an ASE's work assignment will be paid or reimbursed according to the University's travel policies (BPPM Chapter 95 - Travel).

24.2 WORK AUTHORIZATION

24.2.1 No ASE covered by this Agreement shall suffer any loss of seniority or compensation, due to any legal changes in the ASE's name or social security number.

24.2.2 If an ASE is unable to return to the United States as a result of their immigration status or for reasons outside of their reasonable control (e.g., administrative processing), and/or the University is not able to lawfully continue to employ an ASE as a result of the ASE's immigration status, the University agrees to meet with the ASE and their

Union representatives to initiate potential re-employment into their prior position or another position if they re-establish eligibility for employment.

24.3 ENGLISH PROFICIENCY

24.3.1 The oral English proficiency test will be administered by the University at no cost to ASEs. Information about this test and the University's policy regarding spoken English proficiency shall be made available on each campus unit website. In addition, all incoming international students who have instructional responsibilities will be notified of the policy upon their arrival on campus.

24.3.2 If ASEs are required to participate in spoken English improvement classes provided by the University, the classes shall be provided at no cost to ASEs.

24.4 HOUSING SUPPORT

The University will provide guidance and resources regarding housing options to international students relocating to the U.S.

ARTICLE 25

HOUSING

25.1 The Union and the University share the concern that year-round, affordable and adequate housing be available to ASEs and their families.

25.2 HOUSING COMMITTEE

The Union retains the right to elect an ASE representative to the Housing and Dining Advisory Board for the Pullman campus.

At other campus and research and extension center locations, the parties agree to establish and/or maintain a Housing Committee which will meet up to twice a year at the request of either party to discuss housing issues and make recommendations to the University to address the housing needs of ASEs. The Union retains the right to elect ASE representatives to each committee.

Upon request, the University will provide the Union with available information reasonably necessary for it to carry out its discussions with respect to housing, including an annual update concerning the number of spaces of campus housing for which ASEs shall be eligible to apply.

25.3 HOUSING SAFETY NOTIFICATION

The University shall provide notice to ASE residents of any known health, safety and security issues in WSU Housing, including but not limited to: unit maintenance, criminal activities, and repairs.

ARTICLE 26

PARKING AND TRANSIT

26.1 GENERAL CONDITIONS

The University and the Union agree reducing the University's carbon footprint is a mutual goal.

The University will provide parking and transportation programs for all ASEs covered by the Agreement on the same basis these programs are provided for all other University employees.

26.2 PARKING

26.2.1 Parking and Transit Change Notice

The University shall provide thirty (30) calendar days' advance written notice to the Union of any University proposed change or increase in annual permits, lot designation adjustments, and hourly rates for parking and transit access on campuses/locations with bargaining unit employees, that impact employees covered by this Agreement. The University will provide notice as soon as practicable if thirty (30) days' advance notice is not possible. The University shall convene a meeting with the University Transportation and Parking Task Force and/or Transit Advisory Group to discuss any proposed change in parking and transit rates.

26.2.2 Event Parking and Notification

For parking access affected by events such as game days, ASE permit holders will be notified at least five (5) days prior to the event, or as soon as practicable if less than five days. This notice will include information regarding the following adjustments to their parking pass:

- a. ASE permit holders may receive temporary access to any non-designated game day parking zones on a space available basis.

26.3 UNIVERSITY TRANSPORTATION AND PARKING TASK FORCE

The Union retains the right to appoint ASE representatives to serve on each location's University Transportation and Parking Task Force.

26.3.1 Attendance at University Transportation Task Force meetings will be considered time worked if it occurs during the ASE's work hours.

26.3.2 The University will establish a University Transportation and Parking Task Force at any location which does not already have one.

26.4 Transit Advisory Group

The Union retains the right to appoint an ASE representative to serve on each location's Transit Advisory Group.

26.4.1 Attendance at Transit Advisory Group Meetings will be considered time worked if it occurs during the ASE's work hours.

26.4.2 The University will establish a Transit Advisory Group at any location which does not already have them.

ARTICLE 27

TRAVEL

- 27.1** The University shall reimburse ASEs for travel and per diem expenses required for employment in accordance with WSU BPPM Chapter 95. Prior approval for travel must be obtained from the ASE's Department Chair or Director (or designee). Unpaid travel shall not be required.
- 27.2** Reimbursement rates and methods shall be those provided to other University employees, in accordance with WSU BPPM 95.01, for any authorized travel expenses on the same basis as all other University employees. Travel Time compensation is in accordance with applicable law.

ARTICLE 28

VACATION

28.1 VACATION TIME OFF

- 28.1.1 Salaried ASEs with a 50% FTE nine (9) month appointment will receive forty-eight (48) hours of paid vacation time off during a nine (9) month appointment period.
- 28.1.2 An ASE with an appointment of less than 50% FTE and/or of different duration than nine (9) months shall have vacation time off prorated based on their FTE and appointment length.
- 28.1.3 Salaried ASEs will be awarded vacation time off on the effective date of their appointment.
- 28.1.4 Hourly employees are not eligible for paid vacation time off.

28.2 VACATION USAGE

- 28.2.1 There will be no reduction in pay or benefits for vacation time off.
- 28.2.2 Vacation time off does not expire until the end of the annual appointment period. Unused vacation time off is not paid at separation and is not eligible for shared leave donation.
- 28.2.3 Vacation time off is available for ASEs who move in and out of represented positions within an annual appointment period so long as they are within the bargaining unit described herein.
- 28.2.4 Unless otherwise approved, vacation time off must be used in four-hour increments.
- 28.2.5 Vacation time off shall be taken during academic semester breaks, or as otherwise mutually agreed by the ASE and their supervisor.
- 28.2.6 ASEs will give written notice to their supervisors in advance of requested vacation time. All vacation time off requests must be submitted and approved according to departmental policy. The University will determine the method of time off tracking.

ARTICLE 29

HOLIDAYS

29.1 ASEs shall not be required to work on the following University holidays which occur during the term of their appointment, except as provided in Section 2 of this Article.

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Native American Heritage Day

Christmas Day

Christmas Holiday*

New Year's Day

Martin Luther King Jr. Day

Memorial Day

Juneteenth

*in lieu of Presidents' Day

Any other WSU established holidays

These holidays will be observed on the date designated by the University for the University community.

29.2 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

LEAVES

30.1 SICK LEAVE

30.1.1 A salaried ASE whose appointment is 50% FTE for the academic year (fall and spring) will receive thirty-six (36) hours of paid sick leave per year awarded annually at the start of each appointment period. An eligible ASE will be awarded sick leave on the effective date of the appointment. The amount of paid leave will be prorated for salaried ASEs with appointments other than 50% FTE and/or appointment lengths other than an academic year.

30.1.2 The accrual rate for hourly ASEs will be one (1) hour for every forty (40) worked. Sick leave accrues at the end of the month and is available for use the following month.

30.1.3 Sick leave/time off may be used only for:

- a. The employee's mental or physical illness, disability, injury, or health condition that has incapacitated the employee from performing required duties; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.
- b. By reason of exposure of the employee to a contagious disease when the employee's presence at work would jeopardize the health of others.
- c. To allow an employee to provide care for a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or care for a family member who needs preventive medical care. "Family member" means any of the following: Child - This may include a biological, adopted, or foster child, stepchild, or child who the employee is legally responsible for; Parent - This may include the employee's biological, adoptive, or foster parent, their stepparent, or someone who was their legal guardian or their spouse or registered domestic partner – or a person who was legally responsible for them when the employee was a minor; Spouse; Registered domestic partner; Grandparent; Grandchild; and Sibling.

- d. When an employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- e. For bereavement or condolence.
- f. When an employee requests to use sick leave for the purpose of parental leave to bond with a newborn, adoptive, or foster child. Sick leave for this purpose must be taken during the first year following the child's birth or placement.
- g. For reasons related to domestic violence, sexual assault or stalking that affect the employee, the employee's family member or a person with whom the employee has a dating relationship.
- h. To provide emergency child care for the employee's child.

30.1.4 Once awarded, sick time off is available for use immediately. All sick time off requests must be submitted according to departmental procedures, which shall be described in departmental websites. Unused sick time off is not paid at separation, is not eligible for shared leave donation and, for salaried ASEs, expires at the end of each annual appointment period.

30.2 SHORT-TERM PREGNANCY/PARENTAL LEAVE

30.2.1 The Short-Term Pregnancy/Parental Leave plan provides eligible salaried ASEs up to six (6) consecutive weeks of paid leave for the period directly before or after the birth, or adoption of a child.

30.2.2 Eligible ASEs may utilize any combination of awarded sick leave (Article 30.1) or vacation leave (Article 28) to extend their short-term Pregnancy/Parental Leave.

30.2.3 If an eligible ASE is approved for leave without pay as identified in 30.3, the up to twelve (12) weeks eligibility runs concurrently with any approved leave under this section.

30.2.4 ASEs are responsible for providing advanced notice and if requested, supporting documentation, of the need for pregnancy/parental leave in accordance with University processes.

30.3 LEAVE WITHOUT PAY

Leave without pay may be granted for periods beyond the terms of paid leaves provided by this Article at the sole discretion of the Department or Hiring Unit. An ASE whose appointment is 50% FTE for one academic year or longer who is approved for leave without pay for a reason described in Section 30.1.3 (a) and (b) will continue to receive University-provided health insurance coverage for up to twelve (12) weeks of unpaid leave. For ASEs who are employed for fewer than two semesters, the amount of unpaid leave will be prorated.

30.4 MILITARY LEAVE

ASEs who are called to active military service will be provided leave from their current positions to fulfill their military obligations to the extent required by applicable law. Military leave will be paid to the extent required by applicable law and/or applicable University policy.

30.5 JURY DUTY

An ASE shall be eligible for a jury duty leave when summoned for required jury duty service. Jury duty leave is leave with pay. Verification of actual jury duty service shall be provided by the ASE to the University upon request. Jury duty leave will not continue beyond the end date of the ASE's appointment.

30.6 CHILD CARE EMERGENCY

A child care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency child care requirements such as unexpected absence of regular care provider, unexpected closure of the child's school, or unexpected need to pick up a child at school earlier than normal. ASEs may use vacation time off or sick leave (as specified in 30.1.3 (c), (d), and (h) above) for child care emergencies.

30.7 REQUEST FOR LEAVE AND COVERAGE

ASEs are expected to contact the supervisor to request leave as soon as the need for the leave becomes known but not less than one (1) working day in advance of the commencement of the leave, unless the leave is for an unanticipated circumstance. It is the University's responsibility to make appropriate alternative arrangements to cover the assignment where applicable.

30.8 LEAVE WITHOUT PAY FOR REASONS OF FAITH OR CONSCIENCE

Leave without pay will be granted for reasons of faith and/or conscience for up to two (2) workdays per year as provided below:

- 30.8.1 Leave without pay will be granted for up to two (2) workdays per calendar year for reasons of faith and/or conscience and/or an organized activity conducted under the auspices of a religious denomination, church (or other religious organization), or other organizations of conscience.
- 30.8.2 Eligible employees may use vacation time off in lieu of leave without pay. All requests to use vacation time off for this purpose must indicate that the leave is being used in lieu of leave without pay for a reason of faith or conscience.
- 30.8.3 Employees will only be required to identify that the request for leave is for a reason of faith or conscience.

30.9 The University will determine the method of leave/time off tracking.

ARTICLE 31

ACCOMMODATIONS

31.1 GENERAL PROVISIONS

In a manner that is consistent with applicable law, the University shall provide reasonable accommodation to qualified ASEs. This may include modification or adjustment to a job, work environment, policy, practice, or procedure that enables a qualified ASE to enjoy equal employment opportunity. An interactive process shall be used to determine what, if any, reasonable accommodation will be made and to monitor the continuing effectiveness of the accommodation.

31.2 INTERACTIVE PROCESS OF ACCOMMODATIONS

31.2.1 An ASE who believes they may be in need of an employment accommodation is expected to notify their supervisor, department or appropriate University office to request reasonable accommodation, as soon as they become aware of the need.

When an ASE requests reasonable accommodation, the parties will engage in the interactive process, which is an ongoing dialogue between the ASE and appropriate University representatives (e.g., supervisor, departmental administrator, department or unit head, and/or disability services representative) about possible options for accommodating the ASE. Both the University and the ASE are expected to participate in the interactive process in good faith, which includes engaging in timely communications regarding possible reasonable accommodation.

31.2.2 Timeline: Within seven (7) business days of the request for reasonable accommodations, the University will acknowledge the request by notifying the ASE, thus initiating the interactive process. Throughout the interactive process, the University and ASE will engage in reasonably timely communications, taking into consideration the ASE's unique circumstance, consisting of responses within no more than a week.

31.2.3 During the interactive process, the University considers information related to the essential functions of the job, the ASE's functional limitations and/or unique circumstances, possible accommodations, and issues related to the implementation of a reasonable accommodation. This information will be used by the University to determine the type of reasonable accommodation(s) that may be offered and the

implementation process. If possible, the University will present multiple options for the ASE to consider, and the ASE will determine which accommodation(s), if any, will be implemented.

- 31.2.4 ASEs may involve a support person to assist in the interactive process, which may include a union representative.

31.3 TEMPORARY WORK ADJUSTMENT

When the interactive process is initiated, the supervisor/department administrator, in consultation with the appropriate University office for the associated request, shall assist in a temporary work adjustment until the interactive process is completed.

31.4 DISABILITY-RELATED ACCOMMODATIONS

- 31.4.1 **Disability definition:** Presence of a sensory, mental, or physical impairment that: is medically cognizable or diagnosable; or exists as a record or history; or is perceived to exist whether or not it exists in fact.

31.4.2 **To qualify for a disability related reasonable accommodation:**

- a. An impairment must be known or shown through the interactive process to exist in fact and;
- b. The impairment must have a substantially limiting effect
 - a) on the employee's ability to perform their job,
 - b) the employee's ability to apply or be considered for a job, or
 - c) the employee's access to equal benefits, privileges, or terms or conditions of employment; or
- c. The employee must have put WSU on notice of the existence of an impairment, and medical documentation must establish a reasonable likelihood that engaging in job functions without an accommodation would aggravate the impairment to the extent that it would create a substantially limiting effect.

- 31.4.3 The University will work with ASEs to determine if reasonable accommodations may be granted, based on supporting documentation of disability-related workplace accommodations with a previous employer.

31.4.4 **Application:** If an ASE is unsure whether they qualify for formal accommodation as outlined above, they are encouraged to contact the appropriate office (Disability Services) to apply for, or seek resources related to accommodations, or options that may be available to them beyond the formal process. The ASE is responsible for providing the appropriate office (Disability Services) with documentation, if requested by the University, establishing a disability as outlined in 31.4.2, identifying the ASE's functional limitations, and describing how such limitations affect the ASE's ability to perform the functions of their job.

31.4.5 Options for reasonable accommodation may include, but are not limited to: assistive devices; modification of existing facilities; restructuring the job to eliminate non-essential job functions; and leaves of absence.

31.5 PREGNANCY AND POSTNATAL ACCOMMODATIONS

31.5.1 The University will allow reasonable time for an ASE to express breast milk for two years after the child's birth, when the employee has need to express milk. The time period may be extended by mutual agreement with their supervisor.

31.5.2 In reasonable proximity to the lactating parent's work location, ASEs shall have access to spaces other than a bathroom, for the purpose of expressing and storing breast milk which will be clean and private (locked and with no view in from the outside), equipped with a table, comfortable seating, and electrical outlet.

If no designated space exists in reasonable proximity to an ASE's work location, the University will work with the ASE to identify a convenient location, which is not open to the general public, for the purpose of expressing and storing breast milk.

31.5.3 If requested by the ASE, the University will allow the following as an accommodation: (1) provide more frequent, longer, or flexible restroom breaks, (2) modify a no food or drink policy to allow for breaks to eat or drink, (3) provide seating or allow the employee to sit more frequently if their job requires them to stand, and (4) limit work-related lifting demands to not over 17 pounds without the need to provide written certification from a health care provider.

31.5.4 The University shall maintain a webpage listing the established lactation stations of which the University is aware, to include access instructions, and what equipment is available at each station (e.g., sink, refrigerator). These lactation stations will be

available to all ASEs. As of the effective date of this Agreement, the website address is: access.wsu.edu/lactation-rooms. Any ASE may submit an update to the information contained on the site at any time.

- 31.5.5 In addition, a pregnant ASE may request other workplace accommodation(s), including, but not limited to: (1) job restructuring, part-time or modified work schedules, reassignment to a vacant position, or acquiring or modifying equipment, devices, or an employee's work station, (2) providing for a temporary transfer to a less strenuous or less hazardous position, (3) scheduling flexibility for prenatal visits. The University may request the ASE seek documentation from a health care provider outlining the need for accommodation.

31.6 DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND STALKING SAFETY ACCOMMODATIONS

- 31.6.1 An ASE may request reasonable safety accommodation in response to actual, threatened, or perceived domestic violence, sexual assault or stalking. The University will consider the personal preference of an ASE when implementing safety accommodations. Safety accommodations are intended to preserve an ASE's access to their work or education, and may include, but are not limited to: (1) transfer, reassignment, and modified schedule, (2) changed work telephone number, changed work email address, and changed workstation, (3) installed lock, implemented safety procedure, or any other adjustment to a job structure, workplace facility, or work requirement in response to actual, perceived, or threatened domestic violence, sexual assault, or stalking.
- 31.6.2 The University may request accommodations be supported by documentation. Appropriate documentation can include: (1) police reports or court documents, (2) an employee's written statement, (3) a statement from a provider, clergy, attorney, or advocate. The University may implement interim safety accommodations prior to receipt of supporting documentation.

ARTICLE 32
TRAINING

- 32.1** The University shall provide training necessary to fulfill ASE duties.
- 32.2** Preapproved training necessary to fulfill ASE duties will be included in ASE paid time, ASEs will not be responsible for preapproved costs associated with the training.
- 32.3** The University will maintain a record of trainings completed by ASE required for University employment.

ARTICLE 33

PROFESSIONAL DEVELOPMENT AND CAREER COUNSELING

33.1 The University will continue to provide ASEs access to professional development and/or career counseling programs and Career Services provided by the Academic Success and Career Center (WSU Pullman), Career Action Center (WSU Vancouver), and Career Services (WSU Tri-Cities and WSU Spokane).

33.1.1 ASEs will be eligible to participate in programs of this nature on any campus. If ASEs do not have access at their physical location, accommodations will be made to grant them access and/or to initiate the creation of a similar program on their campus.

33.2 Professional Development Activities

33.2.1 ASEs may take part in professional development activities, including but not limited to conferences, career fairs, courses and workshops. If these activities take place during work hours, the activities must be authorized in advance by the supervisor and the department. Subject to available funding, the University shall cover allowable and approved expenses.

33.2.2 All ASEs, regardless of campus, will be eligible to apply for University-provided travel funds in accordance with University programs and policies. These funds may be utilized to cover:

- a. Conference Presentations: With an accepted abstract to present at a conference ASEs will have access to apply for up to \$1,000 for national and \$1,500 for international conferences.
- b. Professional and Career Development (i.e. Workshops, In-Person Research opportunities, conference attendance, internships, preceptorships): ASEs will have access to apply for up to \$500 for workshop or research-related travel.
- c. Intercampus Travel: ASEs traveling to alternative campus locations will have access to apply for up to \$100/trip not to exceed \$500/academic year.

33.2.3 In a commitment to ASEs with two (2) semesters or more of service, ASEs will have access to apply for up to an additional \$500 per year for professional development opportunities directly related to their employment at WSU.

33.3 EMPLOYMENT MENTORSHIP COMPACTS

33.3.1 The parties acknowledge the value that mentorship plays in the professional development of ASEs and encourage ASE supervisors to form a mentorship compact with ASEs they supervise. Mentorship compacts can be initiated by ASEs. A mentorship compact is a written agreement that provides structure for the employment supervisor to outline expectations from, and commitments to mentees, and vice versa. Compacts may include performance expectations, relevant on-the-job training and activities, career advancement, support, communication, expectations regarding personal conduct, and interpersonal relationship expectations. These compacts should be developed in collaboration with the ASE and focused on expectations for the working relationship on a daily, weekly, or monthly basis throughout a semester.

- a. In cases where the ASE's supervisor is not also the ASE's principal investigator (PI) or faculty advisor, the PI/faculty advisor may consult on the development of the mentorship compact (which may or may not include an Individual Development Plan (IDP)) and will work with the supervisor to develop realistic performance expectations that work to identify the balance between and separation of employment duties and academic expectations.

33.3.2 An ASE may elect to have an individual development plan (IDP) added to their mentorship compact at any time.

An IDP provides a planning process that identifies the ASE's short- and long-term research and/or career goals, professional development objectives and career objectives in a manner tailored and responsive to the ASE's career plans as well as their unique skills, interests, and values. This may serve as a communication tool between an ASE and their supervisor as well as their PI/faculty mentor. The ASE may consult with additional career mentors in the development of an IDP.

The plan will be implemented promptly and reviewed regularly, with check-in timelines clearly written into the IDP.

33.3.3 An ASE may request and have their mentorship compacts be revisited by their supervisor, and/or faculty advisor/PI as appropriate by the beginning of each semester.

33.3.4 All parties (ASE, Supervisor, and PI/Faculty Advisor when applicable) will sign their acknowledgement of the plan developed in the mentorship compact.

33.4 PROGRESS ASSESSMENTS

33.4.1 A Progress Assessment is an evaluation of the ASE's progress and accomplishments in their job duties related to research, teaching, and professional development.

33.4.2 Periodic Reviews – The employment Supervisor and the ASE are encouraged to periodically engage in informal oral Progress Assessments during their appointment. In addition, the employment Supervisor should provide the ASE with at least one written review per twelve (12) month period. Written reviews may use an independently developed or pre-established form. Supervisor and ASE are to acknowledge they have reviewed and discussed the periodic review, in writing or via electronic correspondence.

33.5 MENTORSHIP TASKFORCE

A joint Union-Management Taskforce shall be formed to further the goal of reviewing Professional Development, Career Services, and Mentorship activities, the logistics of Mentorship Compacts, programs, and practices across the University. This taskforce will collaborate on mentorship training associated with ASE employment. The Union retains the right to elect ASE representatives to this Mentorship Advisory Taskforce. Attendance at the meetings will be considered time worked.

33.6 To enhance the professional development opportunities available to ASEs on all campuses, the Employer will maintain the Professional Development Graduate Assistantship. Recommendations and requests related to professional development opportunities will be discussed upon request at the Mentorship Taskforce.

33.7 Nothing will preclude the University from enhancing the professional development and/or career counseling programs or the professional development lectures/workshops provided to ASEs.

ARTICLE 34

TITLE IX

- 34.1** Pursuant to Title IX of the Education Amendments Act of 1972, institutions of higher education are required to develop policies and procedures to prevent and respond to sexual violence, to train employees and students in their rights and responsibilities under Title IX, and to properly process, investigate, and adjudicate sexual misconduct allegations. The University's policies and procedures incorporate specific requirements of the federal law and regulations governing processing of complaints, conducting investigations and adjudications, imposing disciplinary sanctions, and resolving appeals.
- 34.2** The University and the Union agree to meet upon the Department of Education, Title IX expected revisions related to employer actions and appeal proceedings.

ARTICLE 35

WAGES

35.1 ASSISTANTSHIP SALARY TABLES

35.1.1 Effective the first full monthly pay period occurring no more than ninety (90) calendar days from ratification, the University shall implement the following wage adjustments:

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

35.1.2 Effective August 16, 2024, the minimum salary step applicable to ASE assistantship positions shall be increased as follows:

Effective August 16, 2024						
	Admitted to Master's Program		Admitted to Doctoral Program (Nearest step for Master's Program at location + 5%)		Doctoral Candidate (Nearest step for Admitted to Doctoral Program at location + 5%)	
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

35.2 ASSISTANTSHIP STANDARD QUALIFICATION LEVELS

35.2.1 Effective August 16, 2024, ASEs are eligible to receive pay increases in accordance with table in 35.1.2. The increase takes effect on August 16, if qualification level is achieved in the spring or summer term, and on January 1, if achieved in the fall term.

35.2.2 ASEs shall be appointed to the highest pay minimum classifications for which they are eligible based on Table 35.1.1 and 35.1.2. ASEs may be appointed to a higher pay

classification at the discretion of the Department or Hiring Unit. The salary ranges for each experience category used by each Department or Hiring Unit shall be posted centrally on a University website and updated annually. In making promotional decisions, Departments and Hiring Units are encouraged to take an ASE's job experience and performance into account as well as degree standing.

35.3 HOURLY RATES

35.3.1 Immediately upon ratification, the University will begin the process of creating the student hourly classifications outlined in Article 9. The Union and University will meet to identify those employees currently performing student hourly bargaining unit work.

- a. Once the classifications are created, those employee positions will be reclassified into the agreed upon represented classifications.
- b. Hourly rate ranges for the newly created classifications (Teaching Assistant – Undergraduate, Research Assistant – Undergraduate) will run from \$17.09 to \$39.50 per hour with the following minimum rates.

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

35.4 YEARLY WAGE INCREASES

35.4.1 Effective the first full monthly pay period occurring no more than ninety (90) calendar days from ratification, any ASE whose pay is not increased by five (5) percent as a result of the adjustment to the minimums in Table 35.1.1 will receive an adjustment equaling a five (5) percent pay increase.

35.4.2 Effective October 1, 2025 all salary ranges and hourly rates for ASEs will be increased by three (3) percent.

35.5 The parties recognize that certain funding agencies do not allow tuition to be charged to the agency grant or contract. In such cases, the University may compensate the ASE at a pay rate

equal to the appropriate salary level plus the operating fee portion of tuition. The ASE will be responsible for payment of tuition to the University.

35.6 Nothing in this Agreement is intended to limit the University's right to provide compensation above the minimums established in this Article.

35.7 In the event the Washington State Legislature invalidates a provision of this section, the parties will meet and negotiate over the invalidated provision, pursuant to RCW 41.56.

ARTICLE 36
UNION - MANAGEMENT COMMITTEE

- 36.1** A joint Union-Management Committee shall be formed to address issues that are not the subject of an active grievance. This Committee will consist of five individuals designated by the UAW and five individuals designated by the University.
- 36.2** Meetings will be held once an academic semester (Fall & Spring) at mutually agreed upon times and on an ad-hoc basis as needed (including during the Summer semester upon mutual agreement). Participation in Union-Management Committee meetings shall be considered time worked. Agendas shall be mutually agreed upon at least five (5) business days prior to the meeting.
- 36.3** Committee meetings will be used for discussion, sharing information, and problem-solving. The Committee shall have no authority to conduct any negotiations or modify the provisions of this Agreement.

ARTICLE 37
GRIEVANCE AND ARBITRATION

- 37.1** The parties recognize that disputes may occasionally arise concerning the terms and conditions of this Agreement and such disputes shall be resolved through this grievance procedure.
- 37.2 DEFINITION OF GRIEVANCES:** A grievance is a claim by an employee or group of employees covered by this Agreement, or by the Union, that the University has committed a specific violation, misapplication or misinterpretation of the terms of this Agreement.
- 37.3 TIME LIMITS**
- 37.3.1 By mutual written agreement, the parties may extend any and all time limits.
- 37.3.2 Should the grievant or Union fail to act or respond within the specified time limits, the grievance will be considered waived.
- 37.3.3 Should the University fail to meet its time restrictions under this Article or fail to request and be granted an extension, the Union may elect to proceed to the next grievance step.
- 37.3.4 The day after the event, act or omission shall be the first day of a timeline under this Article. Submissions will be considered timely under this Article if they are received on the last day called for under an applicable time limit. In the event that a time limit under this Article ends on a weekend or holiday, the deadline will be extended automatically to the following University business day.
- 37.4 INFORMAL RESOLUTION:** The Union and the University encourage problem resolution between employees and management and are committed to settling disputes as soon as possible and at the lowest possible level.

37.5 SUBMISSION OF GRIEVANCES AND RESPONSES

- 37.5.1 The grievance must state the alleged violation(s), misapplication(s) or misinterpretation(s) as known at the time of filing; identify the applicable Article(s); document the date and information upon which the grievance is based; the requested remedy; and be signed by the grievant or the Union representative.
- 37.5.2 All grievances, appeals, and requests for arbitration must be submitted to the University's Labor Relations Officer, by hard copy or electronic mail. University responses will be submitted to the Union's business office and the grievant (if other than the Union) by hard copy or electronic mail.

37.6 PROCESS

- 37.6.1 A grievance must be filed initially within thirty (30) days from the occurrence of the events giving rise to the grievance, or from the time at which the Union or aggrieved individual knew or reasonably should have known of the events giving rise to the grievance.
- 37.6.2 **Step One**: Step One is optional; grievances may be filed directly at Step Two. The hiring unit director (or designee) shall meet with the grievant and the Union within fourteen (14) calendar days of receiving the grievance. The hiring unit director (or designee) shall issue a written response to the grievance within fourteen (14) calendar days of the meeting.
- 37.6.3 **Step Two**: If the Union or aggrieved individual is not satisfied with the Step One response, they may appeal in writing within fourteen (14) calendar days. The Dean, Vice Chancellor, or Vice President (or designee) and the Labor Relations Officer (or designee) shall meet with the Union and grievant within fourteen (14) calendar days of receiving the Step Two appeal. The Dean, Vice Chancellor, or Vice President (or designee) will issue a written response to the grievance within fourteen (14) calendar days of the meeting. The requirement of a meeting may be waived by mutual agreement.
- 37.6.4 **Step Three**: If the Union or aggrieved individual is not satisfied with the Step Two response, they may appeal in writing within fourteen (14) calendar days. The administrator designated by the University and the Labor Relations Officer (or designee) shall meet with the Union and grievant within fourteen (14) calendar days of receiving the Step Three appeal. The administrator will issue a written response to the

grievance within fourteen (14) calendar days of the meeting. The requirement of a meeting may be waived by mutual agreement.

37.6.5 **Step Four**. Arbitration. In the event the parties are unable to resolve the grievance at Step Three, the Union may demand arbitration of the grievance within fourteen (14) calendar days of its receipt of the Step Three response. The Union's arbitration demand shall state the issue to be arbitrated, and the remedy sought.

- a. **Mediation:** Within fourteen (14) calendar days of the receipt of an arbitration demand, the University and the Union will discuss whether the parties wish to submit the grievance to mediation before the Public Employment Relations Commission ("PERC"). Upon agreement, the parties will proceed with PERC's mediation process.

37.7 SELECTION OF AN ARBITRATOR: The parties may mutually agree upon an arbitrator. In the absence of mutual agreement to an arbitrator, the Union will request a list of seven (7) arbitrators from Washington and/or Oregon provided by the American Arbitration Association or from any other mutually agreed source. The list will be requested within fourteen (14) calendar days of Union's arbitration demand or the date that either party provides written notice that it will no longer participate in an agreed mediation, whichever is later. Within seven (7) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives will meet or confer to select an arbitrator. The parties will each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a flip of a coin.

37.8 AUTHORITY

37.8.1 The arbitrator shall conduct a hearing in accordance with the rules of the American Arbitration Association. The arbitrator shall render a decision on the grievance within thirty (30) calendar days of the close of the hearing. The parties agree that the arbitrator shall not have the power or jurisdiction to render a decision that adds to, subtracts from, alters, amends or modifies in any way the terms and conditions of Agreement. The arbitrator shall have no jurisdiction or authority to substitute their judgment for any academic judgment made by the University.

37.8.2 The decision of the arbitrator shall be binding on all parties.

37.9 ARBITRATION COST

37.9.1 The expenses and fees of the arbitrator shall be shared equally by the Union and the University.

37.9.2 Each party shall bear its own fees and expenses in presenting its case, including the costs of legal representation.

ARTICLE 38
NO STRIKES, NO LOCKOUTS

- 38.1** Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform their assigned duties.
- 38.2** Nothing in this Agreement permits or grants the University the right to lock out employees.

ARTICLE 39
DURATION

This Agreement shall become effective and will remain in effect from the date of membership ratification until August 15, 2026.

APPENDIX A

HEALTH INSURANCE

- A1. All benefit and cost-sharing terms of 2023/24 graduate student assistant health and dental insurance benefits provided to eligible ASEs are summarized below:
[Insert existing benefits summary]
- A2. For the period running from August 16, 2024 through August 15, 2025, all benefit and cost-sharing terms of 2023/24 graduate student assistant insurance program not listed below shall be continued. In addition the following changes shall be included in the plan:
- Deductible Preferred Provider** \$300 (Per Insured Person, Per Policy Year)
- Deductible Out-of-Network** \$300 (Per Insured Person, Per Policy Year)
- A3. For the period running from August 16, 2025 through August 15, 2026, either party may reopen negotiations to propose changes to the insurance plan design, benefits and/or provider by providing written notice on or before January 31, 2025. In the event that the parties have not reached agreement on proposed changes by April 15, 2025, the University may, at its election, renew the plan benefit and cost-sharing terms of 2024/25 graduate student assistant insurance program.

APPENDIX B

MEMORANDUM OF UNDERSTANDING: EMPOWERING PREVENTION AND INCLUSIVE COMMUNITIES (EPIC)

During negotiations for the initial WSU/UAW Agreement, the parties reached agreement on a pilot program regarding sexual harassment and prevention training. The pilot program will expire on August 15, 2025 unless otherwise agreed by the parties.

B.1 EMPOWERING PREVENTION AND INCLUSIVE COMMUNITIES (EPIC)

The University and Union shall jointly develop and make available in-person and online (via virtual teleconferencing software) peer-led sexual harassment prevention and response training for incoming ASEs. The program will be called Empowering Prevention and Inclusive Communities (EPIC). Time to attend the trainings will be considered time worked.

B.2 CONTENT OF EPIC TRAININGS

B.2.1 EPIC training shall focus on preventing sexual harassment and discrimination and responding appropriately to it when it does occur. The training shall include skill building, shifting behaviors, bystander intervention strategies, and identification and discussion of intersectional power dynamics in ASE work situations.

B.2.2 The content of the trainings will be developed and modified over time jointly between the University and the Union.

B.3 INITIAL PROGRAM DEVELOPMENT

B.3.1 Within four (4) months of ratification of the Agreement, a joint WSU-UAW-management committee will meet to draft an outline of the training and finalize any program logistics.

B.3.2 A committee of key stakeholders will provide recommendations on content, format and implementation of the training to the Union and University.

B.3.3 In the semester following initial program development, trial trainings will be held for UAW elected leaders and others as needed. Based on evaluations from these trial trainings, the trainers and appropriate University office staff will meet to make adaptations and refinements to the training material.

B.3.4 This training is separate from and does not take the place of University provided [Discrimination, Sexual Harassment, and Sexual Misconduct Prevention](#) or other required or offered training(s).

B.4 ASE HIRING AND SUPERVISION

B.4.1 The University will hire and fund a minimum of one (1) ASE(s) at 50% FTE each semester (Fall, Spring) and Summer as needed, to jointly administer the EPIC training with the University.

B.4.2 Recruitment for the position(s) will open within two (2) months of ratification of this Agreement. Eligible ASEs will be hired through the open hire process. The hiring committee shall consist of two (2) Union representatives and two (2) University representatives. The University and the Union shall jointly agree upon the ASEs to be appointed as trainers.

B.4.3 The overseeing office will be responsible for supervision of the program and ASE employees.

B.4.4 Preference shall be given to candidates who can commit to at least one academic year.

B.5 JOINT TRAINING INITIATIVE

A train-the-trainer model will be implemented under which trainers will facilitate the training after an initial period of development and deployment with staff of the overseeing office. The appropriate overseeing office will continue to monitor and check-in with trainers as training is deployed. The characteristics of this model will include:

- Facilitation skill building
- Content familiarization
- Training mock run-through
- First delivery
- Evaluation and modification period
- Updating presentation (continual evolvement)
- Scheduling – signup, communication, etc.

B.6 DELIVERY OF TRAINING

- B6.1 The University will offer all incoming ASEs the opportunity to attend an EPIC training during the academic year of their initial hire date. ASEs beyond their first year may participate in the training as space is available.
- B6.2 Two (2) additional trainings will be conducted during the academic year for ASE stewards and union elected leaders.
- B6.3 Additional trainings may be held at the Department or Hiring Unit level when enough participants register and peer trainers are available. ASEs may also join sessions for other departments when space allows.

B.7 TRAINING SIZE

In order to maximize the participant learning experience, sessions will be held with 25 – 50 attendees.

The parties, by their signature below, accept and agree to the terms and conditions of this collective bargaining agreement.

Executed this ____ day of _____, 2024

Washington State University

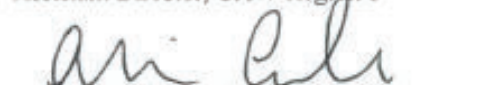
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