

WSU-UAW 2024-2026 Contract Supervisor Training

Key Responsibilities and Compliance for Supervisors of ASEs

This training provides an overview of the WSU/UAW collective bargaining agreement (Contract) for academic student employees and is not intended to provide a comprehensive review of every element of the Contract. All individuals responsible for supervising or administering ASE employment are to review the full Contract and resources. Rev. 09.17.2025

OVERVIEW of LABOR RELATIONS at WSU



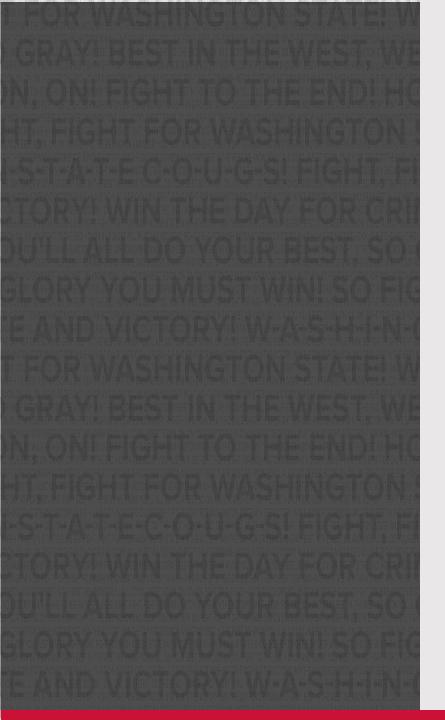
WSU Numbers

- Approx 1400 employees
- 5 unions
- 4 Contracts
- Negotiations for 2 are ongoing



Labor Relations Roles

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



WHATTHIS MEANS

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

Your Supervisory Responsibilities



Familiarize yourself with the Contract and apply terms of the Contract in daily management



No 'direct dealing' with ASEs on contract issues; the UAW is the exclusive bargaining representative



Work with Labor Relations and Graduate School

ARTICLE 1: SCOPE AND INTERPRETATION

Purpose of the Contract

Establishes wages, hours, and working conditions

University Policy and Regulation

- Contract supersedes conflicting University policies
- University policies apply unless specified in the Contract

Severability/Savings Clause

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

Collective Bargaining - Mandatory Subjects

University must consult Union before changing mandatory matters

RESPECTFUL WORK ENVIRONMENT

No discrimination, harassment, retaliation, or microaggressions (Article 3)

- Outlines a resolution procedure for ASEs
- This does not replace WSU's discrimination policies and should be read alongside them
- Bi-Annual Equity Survey (NEW)

Bullying and abusive conduct prohibited (Article 4)

- Commitment to a respectful, professional, and abuse-free environment
- Maintaining a Professional Workplace (BPPM 50.31) applies
- Reporting procedures outlined

Supervisors must act promptly on reports and maintain safe environment

ARTICLE 5: HEALTH AND SAFETY



Safe Conditions:

University maintains safe workplaces and addresses hazards



Reporting: ASEs must report unsafe or unhealthy conditions



Safety Standards: ASEs follow safety rules



Union Representation:

ASEs can serve on University Safety, Health & Security committees

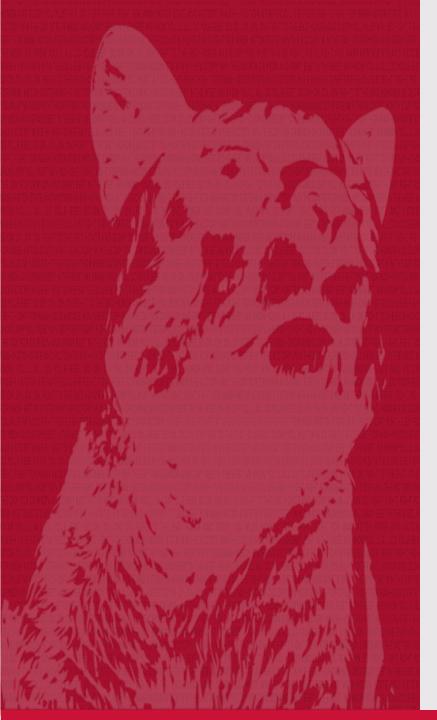


Hazard Notices:

University informs ASEs of workplace hazards



Training: ASEs receive safety information and training



ARTICLE 6: MANAGEMENT RIGHTS

University holds exclusive management rights, which include:

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

ARTICLE 7: UNION RIGHTS

The Union has the right to:

- Receive ASE Status Reports
- Access employee workspaces for official business (same as other non-WSU entities)
- Provide orientation for new bargaining unit members
- Post and distribute union materials
- Develop and administer contract training
- Designate representatives and stewards
- Paid release time for stewards handling grievances
- Release time for ASEs in bargaining

ARTICLES 8 & 23: UNION DUES DEDUCTIONS/VCAP

- Authorize Employees may sign a union membership & payroll deduction form
- Revoke ASEs may revoke payroll deduction authorization in writing
- Remit University transfers deductions to the union electronically with employee details
- * VCAP Voluntary Community Action Program check-off available
 - Regular recurring payroll deductions only
 - ASEs may discontinue VCAP deductions anytime with written notice

ARTICLE 9: JOB TITLES

ASEs categorized into Job Titles based on duties and qualifications:

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

ARTICLE 10: JOB POSTINGS

- Applies to positions not tied to admission or faculty/program commitments
- Announcements may be department-only (not University-wide)
- Postings can go to:
 - Department website, or
 - Graduate School website (preferred)
 - ⚠ If not Graduate School, **notify HRS Labor Relations** of location
- All open ASE postings linked on <u>Labor Relations website</u>
- University sets requirements & qualifications (cannot change once posted)
- Must include all <u>required posting information</u>

ARTICLE 11: APPOINTMENTS, REAPPOINTMENTS & JOB DESCRIPTIONS

WSU



Appointments are for one academic year or longer; unless funding is unavailable for the full year; cease at the end of designated term; no guarantee of renewal



Appointment offers: April 1 for new ASEs; response due April 15



Reappointment notice: 90 days before start



Appointment letters (<u>Article 11.3</u>) must include specific details including duties, FTE, salary, benefits, CBA link



Job descriptions (<u>Article 11.4</u>): at least 2 weeks before semester begins; include specific details

ARTICLE 12: SUMMER SESSION

ASEs can be hired for bargaining unit work during the summer

- Assistantships, hourly, or activity-based appointments
- Specific payment rates and appointment details defined

Summer Appointment Opportunities

- Notification no later than thirty (30) days before each summer session
- Offers may be contingent
- Specific details must be included related to duties, compensation, and collective bargaining unit coverage
- Posting on the department or University website or announce via an email listsery

International Student Summer Funding

 Joint initiative to address funding challenges for ASEs due to visa restrictions

ARTICLE 13: WORKLOAD MANAGEMENT



50% FTE = ~20 hrs/week average over course of term, max 30 hrs in given week without consent



Hourly ASEs: cannot exceed appointment hours, 40 hrs/week, or 8 hrs/day



Workload includes all workrelated activities: prep, meetings, grading, training, conferences



Supervisors must monitor and adjust duties to stay within limits

ARTICLE 16: DISCIPLINE



Applies only to **job performance** (separate from academic actions)



Departments coordinate with Labor Relations and the Graduate School



Union representation allowed during investigatory interviews



Required Steps:

Notice of Intent to Discipline

Pre-Disciplinary Meeting

Copy of Notice and final action provided to Union

ARTICLE 17: LAYOFFS

- Notification: University must notify affected ASE and the Union 1 month in advance if a position is eliminated or FTE of assistantship reduced
- Timing: Appointment may end or be reduced only after the term/semester concludes in which notice was given
- Support: Efforts will be made to place affected ASEs in similar positions



- Personnel files are maintained by the department.
- Departments must provide ASEs with notice of the location of their employment personnel file.
- ASEs are provided access to their personnel files upon request.
- ASEs have the right to request correction or removal of inaccurate or outdated materials.
- Personnel files are maintained confidentially in accordance with University policy.

BENEFITS

ARTICLE 20: HEALTH INSURANCE

- Plan Design and Meetings:
 - Medical, dental, and vision benefits included
 - Regular meetings to review plan status and consider changes
- Insurance Program Eligibility:
 - Premium remission continues for eligible ASEs
 - Spring enrollees remain covered through summer

ARTICLE 19: RETIREMENT BENEFITS

Access to:

- Voluntary Investment Program (VIP)
- Deferred Compensation Plan (DCP)

APPENDIX A: HEALTH INSURANCE

Summary for August 16, 2025 – August 15, 2026

- Deductible Changes:
 - In-network: \$500 → \$300
 - Out-of-network: \$1,000 → \$300
- Plan Changes:
 - Either party may propose modifications to plan design, benefits, or provider.
 - Must follow specific notice and negotiation timelines.
- Provider: Aetna

ARTICLE 21: CHILD AND DEPENDENT CARE

- Childcare Reimbursement Program for eligible ASE parents
- <u>a</u> On-campus childcare access continues
- Taskforce to be formed to address childcare access

ARTICLE 22: FEES AND TUITION WAIVER

- ✓ ASEs with 50% FTE assistantship
- Waiver of operating fee and non-resident tuition (if applicable)
- Mandatory fees paid by ASEs
- m Building fee waiver effective 8/16/2025 for ASEs with ≥50% FTE assistantships

ARTICLE 27: TRAVEL



Reimbursement for travel and per diem expenses in accordance with WSU BPPM
Chapter 95



Prior approval requirement for travel



Reimbursement rates/methods aligned with other University employees

ARTICLE 28: VACATION (ASSISTANTSHIPS ONLY)

- **50% FTE (9-month):** 48 hours total (≈5.33 hrs/month)
- Frontloaded at beginning of appointment
- Prorated for different FTE or appointment lengths
- Usage Rules, unless otherwise approved:
 - Taken in 4-hour increments
 - Normally during semester breaks
- Must request in advance & obtain approval
- Expiration:
 - Ends with each appointment period (does not roll over or pay out)
 - Separate leave given for summer appointments
- Tracking: Recorded in Workday

ARTICLE 30: SICK LEAVE

- > Salaried ASEs (50% FTE, 9-month): 36 hours (≈4 hrs/month)
- Frontloaded at beginning of appointment
- Prorated for other FTE/appointment lengths
- Hourly ASEs: 1 hour per 40 hours worked
- Usage: As outlined in <u>Article 30.1.3</u>
- Expiration: Ends at appointment period, not paid out, no rollover/shared leave
- Example: 8/16-5/15 appointment → balance ends 5/15, summer leave granted separately
- Tracking: Recorded in Workday

ARTICLES 29 & 30: HOLIDAYS & OTHER LEAVE PROVISIONS

- ASEs are not expected to work on University-designated holidays
- If an ASE must work on a holiday, they may arrange an alternative day off with their supervisor within the same semester
- Short-term Pregnancy/Parental Leave: Up to 6 weeks paid (regular pay maintained); timing per MOU
- Leave Without Pay: Up to 12 weeks, with continued health insurance
- Military & Jury Duty: As per law and University policy
- Childcare Emergency Leave
- Leave for Faith or Conscience
- Advance Notice: Required for all leave requests, except unforeseen circumstances

ARTICLE 31: ACCOMMODATIONS

- General Provisions
 - University provides reasonable accommodation to qualified ASEs
 - Supervisors help with short-term work changes as needed
- Disability-Related Accommodations
- Pregnancy and Postnatal Accommodations
- Domestic Violence, Sexual Assault, and Stalking Safety Accommodations



ARTICLE 33: PROFESSIONAL DEVELOPMENT & CAREER COUNSELING

- Eaccess: ASEs may participate in programs on any campus
- **D** Funding:
 - General funding available for professional development
 - ASEs with ≥2 semesters of service may apply for up to \$500/year for employment-related opportunities
- Wentorship:
 - Employment mentorship compacts encouraged
 - Joint Union–Management Mentorship Taskforce to be created

ARTICLE 35: WAGES

Assistantship Salaries

- May 1, 2024: New rates, including location pay, minimum step (59) or 5%, whichever was greater
- <u>Aug 16, 2024</u>: Education pay adjustments, effective beginning of semester following achievement
- Oct 1, 2025: 3% increase across all rates
- Mourly Rates for Undergraduates
 - May 1, 2024: Minimum rates established (location pay included)
- Departments may offer higher pay

ARTICLE 37: GRIEVANCE AND ARBITRATION



A grievance is defined as a claim that the University has committed a specific violation, misapplication, or misinterpretation of the terms of the Contract.



Grievances must be submitted to Labor Relations in accordance with the procedures outlined in the Contract.



The Contract establishes specific steps and timelines for processing grievances.



The department will work with Labor Relations to address and respond to grievances.



A steward or union representative may be present in grievance meetings.

Other Key Provisions

- Workspace/Materials (Article 14): University to provide facilities and materials for ASEs, workspace changes require notification.
- Intellectual Property (Article 15): governed by EP 38, disputes follow an appeal process, plain language summary
- Immigration (Article 24): work status protections, English proficiency support
- Housing (Article 25): ASEs have representation on housing boards, must be notified of health, safety or security issues
- Parking & Transit (Article 26): Receive benefits like other employees, ASE representation on relevant advisory groups, advance notice of changes
- **Training** (Article 32): University provides required ASE training, preapproved training is paid; completion records are maintained
- **Title IX** (Article 34): University policies comply; parties meet to discuss changes

HOURLY INCLUSION IN THE BARGAINING UNIT

- Eligibility Basis: Washington Administrative Code (WAC) 391-35-350
 - Employees working >1/6 of full-time hours in past 12 months → presumed regular part-time employees
- Graduate Assistantship Reference:
 - 50% FTE (Aug 16 May 15) = 783 hrs (~20 hrs/week)
- One-Sixth Rule:
 - 1/6 of 783 hrs = 130.5 hrs
 - Undergrads in allowable titles reaching 130.5 hrs \rightarrow eligible for representation
- 🖨 HR Monitoring:
 - Labor Relations reviews hours monthly
 - Reach threshold → employee & union notified → added to bargaining unit
- 2 Hours Counting Toward Eligibility:
 - All hours in allowable titles in last 12 months count
 - X Not Included: Student in non-academic titles (UREC, Housing & Dining)



Contract Resources

WSU/UAW Main Page

ASE Contract

ASE Contract Resources

Graduate School ASE Employment

Questions?

Contract

hrs.labor@wsu.edu

Graduate School Processes gs.finance@wsu.edu



ILT COURSE COMPLETION

Instructor-Led Training Verification & Completion

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

