

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN**

WASHINGTON STATE UNIVERSITY

AND THE

**POSTDOCS UNITED/UNITED AUTOMOBILE, AEROSPACE,
AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA**

EFFECTIVE

May 1, 2026, through March 1, 2027

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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 Unless superseded by a specific provision of this Agreement, the University's policies, rules, regulations and procedures, as currently written or amended will apply to all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

2.1 In accordance with PERC Case No. 137583-E-23, and RCW 41.56.513, Washington State University hereby recognizes Postdocs United/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 PDE on the basis of a protected class. The following, are considered protected classes for the purposes of this Article: race; sex (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; Union activity; or any other category protected under applicable federal or Washington State law, including the Washington Law Against Discrimination (RCW 49.60).

University Policies and Procedure Manual (UPPM) 10.60 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 UPPM 10.60 is found at <https://policies.wsu.edu/prf/index/manuals/business-policies-and-procedures-manual/bppm-10-60/>. If there is a conflict between this, or any, University Policies and this Article, the Article shall govern.

Discrimination or retaliation based on Union activity, while prohibited under this Agreement, is not a violation of UPPM 10.60 and will not be investigated by Compliance and Civil Rights (CCR). Allegations of such discrimination or retaliation shall be addressed exclusively through the grievance and arbitration process outlined in this Agreement or with PERC.

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 when certain conditions are met, as defined in WSU’s UPPM 10.60, in accordance with state and federal laws and regulations. Sexual harassment also encompasses harassment that occurs because of a person’s sex. WSU also addresses harassment based on gender identity or expression, including harassment based on a person’s nonconformity with sex stereotypes and as applicable under the Washington Law Against Discrimination (RCW 49.60). Examples include but are not limited to:
- 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, scholarly 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, 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 sex 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 UPPM 10.60, 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, participated, or refused to participate in any manner in an investigation, proceeding, or hearing.

3.4 POLICIES

The University shall provide PDEs 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 PDEs 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 22 of this Agreement (Grievance and Arbitration). PDEs 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.

CCR shall notify those filing complaints that union-represented employees may have additional rights under their respective Collective Bargaining Agreement.

Complaints alleging discrimination or retaliation based on Union activity shall be filed through the grievance and arbitration process or with PERC.

3.7 GRIEVANCE PROCEDURE

3.7.1 **Timeline:** A PDE 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 22 (Grievance and Arbitration) 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. If the Union and the University do not agree in writing to put the grievance in abeyance, the grievance shall continue pursuant to Article 22 – Grievance and Arbitration. While an investigation is pending the University will implement interim measures as appropriate, per Section 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 UPPM 10.60, (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 7.2 below.
- d. In the event that a formal investigation is conducted, the investigation shall be conducted in accordance with the UPPM 10.60 and 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 PDEs are designed to be voluntary and restore or preserve a PDE's access to their work, however may be implemented by the University as determined necessary. The University will consider the personal preference of a PDE 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 PDE 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 a PDE's ability to work in an environment free from harassment and/or discrimination.

3.7.3 **Representation:** The PDE (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.

3.8 **EDUCATIONAL AND TRAINING RESOURCES**

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.

The joint committee will also discuss methods of recruiting and retaining and encouraging career development of PDEs who belong to underrepresented groups, and discuss and develop ways of improving the climate of PDE workplaces, particularly in cases when PDEs perceive disparate treatment (for example, as a result of native language/dialect or parent/caregiver status). The parties may decide to jointly develop and distribute an equity survey for PDEs to support these efforts.

3.9 UNISEX RESTROOMS

- 3.9.1 The University and the Union recognize the importance of having safe and accessible campus restroom facilities.
- 3.9.2 The University shall publish the location of all unisex restrooms on the WSU website, as well as provide this list upon appointment and upon request. In locations where unisex restrooms are not available, PDEs 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 unisex 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 unisex restrooms at WSU.

ARTICLE 4

RESPECTFUL WORK ENVIRONMENT

4.1 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, and will not be tolerated. 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.

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, 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 environment.

4.2 REPORTING COMPLAINTS

PDEs 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 abusive conduct, the PDE should report the incident to the next level higher supervisor or directly to Human Resource Services (HRS) through completing the form as outlined in [UPPM 60.52](#) and/or filed as a grievance in accordance with Article 22 (Grievance and Arbitration) of this Agreement.

4.3 INTERIM MEASURES AND REMEDIES

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 PDE is qualified; training and education of the implicated parties; and no contact remedies. The University will implement resolutions on an interim basis where appropriate. Such measures are implemented to allow the PDE to work in an environment free from abusive conduct.

ARTICLE 5 ACCOMMODATIONS

5.1 GENERAL PROVISIONS

In a manner that is consistent with applicable law, the University shall provide reasonable accommodation to qualified PDEs. This may include modification or adjustment to a job, work environment, policy, practice, or procedure that enables a qualified PDE 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.

5.2 INTERACTIVE PROCESS OF ACCOMMODATIONS

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

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

5.2.3 During the interactive process, the University considers information related to the essential functions of the job, the PDE'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 PDE to consider, and the PDE will determine which accommodation(s), if any, will be implemented.

5.2.4 PDEs may involve a support person to assist in the interactive process, which may include a union representative.

5.3 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.

5.4 DISABILITY-RELATED ACCOMMODATIONS

5.4.1 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.

5.4.2 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
 - on the employee's ability to perform their job,
 - the employee's ability to apply or be considered for a job, or
 - 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.

- 5.4.3 The University will work with PDEs to determine if reasonable accommodations may be granted, based on supporting documentation of disability-related workplace accommodations with a previous employer.
- 5.4.4 Application: If a PDE is unsure whether they qualify for formal accommodation as outlined above, they are encouraged to contact Human Resource Services to apply for, or seek resources related to accommodations, or options that may be available to them beyond the formal process. The PDE is responsible for providing Human Resource Services with documentation, if requested by the University, establishing a disability as outlined in 5.4.2, identifying the PDE's functional limitations, and describing how such limitations affect the PDE's ability to perform the functions of their job.
- 5.4.5 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.

5.5 PREGNANCY AND POSTNATAL ACCOMMODATIONS

- 5.5.1 The University will allow reasonable time for a PDE 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.
- 5.5.2 In reasonable proximity to the lactating parent's work location, PDEs 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 a PDE's work location, the University will work with the PDE to identify a convenient location, which is not open to the general public, for the purpose of expressing and storing breast milk.

- 5.5.3 If requested by the PDE, 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.

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

5.5.5 In addition, a pregnant PDE 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 PDE seek documentation from a health care provider outlining the need for accommodation.

5.6 DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND STALKING SAFETY ACCOMMODATIONS

5.6.1 A PDE 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 a PDE when implementing safety accommodations. Safety accommodations are intended to preserve a PDE's access to their work, 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.

5.6.2 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, or (3) a statement from a provider, clergy, attorney, or advocate. The University may implement interim safety accommodations prior to receipt of supporting documentation.

ARTICLE 6 HEALTH AND SAFETY

- 6.1** 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.
- 6.2** All PDEs are expected to perform their work in conformity with applicable safety standards. The University will not require nor will a PDE work in an unsafe environment. Should a PDE 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.
- 6.3** Safety committees are established and conducted in accordance with [WAC 296- 800-13020](#). The Union retains the right to elect PDE 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.
- 6.4** The University shall assess the hazards to which PDEs 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. PDEs 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.
- 6.5** The University will provide notice to PDEs of any known hazards in their workplace as required by applicable law. PDEs 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 PDEs in the event that a university project may impact health and safety, such as asbestos abatement.
- 6.6** The University shall provide applicable information and safety training for all PDEs, 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 7
MANAGEMENT RIGHTS

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:

- 7.1** Establish, plan, direct and control the University's mission, programs, objectives, activities, budget, resources, operations and priorities;
- 7.2** Determine the personnel, staffing levels, methods and means, by which operations are conducted;
- 7.3** Establish, revise and administer policies, procedures, reasonable rules and regulations;
- 7.4** Alter, extend, or discontinue existing equipment, facilities, and location of operations;
- 7.5** Establish, maintain, modify or enforce standards of performance, conduct, order and safety;
- 7.6** Discipline or terminate for just cause;
- 7.7** Establish or modify the academic calendars, including holidays and holiday scheduling;
- 7.8** Assign work and schedule hours of work;
- 7.9** Assign work locations;
- 7.10** Recruit, hire, promote based on standards established by the University;
- 7.11** Plan, establish, modify, and manage the University's curriculum;
- 7.12** Establish and implement policies and procedures for evaluating the performance of PDE's;
- 7.13** Plan and implement layoffs.

ARTICLE 8 UNION RIGHTS

8.1 EMPLOYEE LIST

Within 15 days of ratification and by the 15th day of each month thereafter, the University shall provide the UAW the following information, where available, in a computer readable form:

- 8.1.1 Legal Name
- 8.1.2 Preferred Name
- 8.1.3 Home Address
- 8.1.4 Home Phone
- 8.1.5 Cell phone
- 8.1.6 Work phone
- 8.1.7 Work location (building)
- 8.1.8 Work location (address)
- 8.1.9 Work station or office (suite and/or number)
- 8.1.10 Employee ID number
- 8.1.11 Personal email
- 8.1.12 Work email
- 8.1.13 Leave status
- 8.1.14 Leave status effective date
- 8.1.15 Hiring unit/Department
- 8.1.16 Total Base Pay - Amount
- 8.1.17 Hire date
- 8.1.18 Job profile
- 8.1.19 Original hire date
- 8.1.20 FTE
- 8.1.21 Annual work period
- 8.1.22 End employment date

8.2 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.

8.2.1 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.

8.2.2 Supplies and Equipment

The University will allow the Union to post notices and information on existing, designated bulletin boards in those Departments where PDEs 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.

8.3 UNION ORIENTATION FOR NEW BARGAINING UNIT MEMBERS

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

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

8.4 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.

8.5 POSTING

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

8.6 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.

8.7 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 a PDE, unless the interaction is of a limited or informal nature and does not interfere with work.

8.8 RELEASE TIME

The University shall provide paid release time from their regular working hours for up to seven (7) PDEs designated by the Union for the purpose of bargaining a replacement agreement. PDEs 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 PDE's time spent during bargaining.

ARTICLE 9
UNION DUES DEDUCTIONS

- 9.1** Employees who are covered under this Agreement may choose to execute a Union membership and payroll deduction form.
- 9.2** Upon written notification to WSU Payroll Services from the Union of a PDE'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 practicable, 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 practicable, but no later than the second payroll following its receipt of notice from the Union.
- 9.3** The Union will provide the University thirty (30) days advance notice of a change in the amounts for membership dues and any initiation fees.
- 9.4** If a PDE contacts the University to request that payroll deduction be ended, the University will promptly refer the PDE to the Union to process the request. A PDE 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 a PDE has revoked authorization. The University may request a copy of an employee's signed card at any time.
- 9.5** 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.
- 9.6** 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 10
VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)

- 10.1** Upon presentation of a legible signed authorization form executed by a PDE, the University agrees to provide a voluntary check off for the UAW Voluntary Community Action Program (VCAP) in accordance with the following provisions:
- 10.2** 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.
- 10.3** The UAW will verify the PDE is an active dues paying member prior to submitting the VCAP authorization form to WSU Payroll Services.
- 10.4** The VCAP deduction will be divided equally between the two monthly paychecks.
- 10.5** This provision is for regular recurring payroll deductions and shall not be used for one-time deductions.
- 10.6** A PDE 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.
- 10.7** VCAP collections less any processing charges will be remitted to the UAW VCAP on a per pay period basis.
- 10.8** 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 11
TITLES AND CLASSIFICATIONS

11.1 GENERAL PROVISIONS

The bargaining unit includes all Postdoctoral Employees (PDEs) appointed by WSU to positions identified in Section 11.2 of this Article and included within the bargaining unit as certified by the Public Employment Relations Commission (PERC).

11.2 BARGAINING UNIT CLASSIFICATIONS

The PDE collective bargaining unit includes individuals appointed by WSU in the following classifications:

- 11.2.1 **Postdoctoral Research Associate (306)** - A Postdoctoral Research Associate conducts independent and collaborative research, contributes to scholarly publications, and participates in professional development under the guidance of a faculty mentor.
- 11.2.2 **Postdoctoral Teaching Associate (257)** - A Postdoctoral Teaching Associate engages in teaching and curriculum development, mentors students, and continues research under the guidance of a faculty mentor to support both educational and scholarly goals.
- 11.2.3 **Postdoctoral Fellow (Academic Affiliate – Postdoctoral Track)** - A Postdoctoral Fellow conducts research or teaching under the guidance of a faculty mentor while supported by an externally awarded fellowship or traineeship. Stipend support may be provided either directly by the external sponsor or administered through a WSU account.

Postdoctoral Fellows appointed by WSU to the Academic Affiliate – Postdoctoral Track are included in the bargaining unit.

Fellows supported by an external agency remain covered by this Agreement and are also subject to the requirements of their fellowship agreements. Where a direct conflict exists, the fellowship requirements shall prevail, and the University's responsibilities are limited to matters within its authority and control.

ARTICLE 12

JOB POSTING

- 12.1** The University shall post available PDE positions on a publicly accessible University website. If the position is posted, it 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.
- 12.2** Appointing authorities may request to directly appoint a qualified individual to a PDE position when done in compliance with state and federal laws and University policy.
- 12.3** All postings shall contain the following information:
- 12.3.1 Job classification
 - 12.3.2 Hiring unit (department or University office where the position is located)
 - 12.3.3 A summary of the nature of required duties (job requirements, including expected hours required or appointment percentage (% FTE) if applicable, and qualifications)
 - 12.3.4 Effective dates and duration of appointment
 - 12.3.5 Salary
 - 12.3.6 Procedures regarding the application including the contact where inquiries and applications may be made
 - 12.3.7 Deadlines for application
 - 12.3.8 Reference to applicable benefit options, including contact information for questions regarding benefits
 - 12.3.9 An employment non-discrimination statement
 - 12.3.10 A statement indicating that the position is covered by a collective bargaining agreement
 - 12.3.11 The collective bargaining agreement website address and a link to the current collective bargaining agreement
- 12.4** Re-posted positions shall remain posted on the University website for no less than one (1) week.
- 12.5** 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.

ARTICLE 13
APPOINTMENTS AND REAPPOINTMENTS

13.1 It is within the University's sole discretion to appoint, reappoint or not reappoint a PDE and to determine the duration of such appointments. Appointment as a PDE is offered to individuals with doctoral or equivalent degrees who seek a full-time program of advanced academic preparation and/or research with the mentorship of a faculty member (Principal Investigator, PI). Exceptions to the full-time appointment may be made with the mutual written agreement of the PDE and the supervisor.

13.2 Appointments and reappointments shall have fixed start and end dates, shall cease at the end of the designated term, and carry no guarantee of renewal.

Initial appointments and reappointments of PDEs shall be for one (1) or more year(s), subject to the five-year limitation in Section 13.4, except that appointments may be for a lesser duration if any of the following apply and if the University provides the Union with notice and supporting documentation coincident with issuing the appointment letter per Section 13.5. below.

- a. there is insufficient funding for a full year,
- b. the continuation of the project is less than one (1) year,
- c. visa limitations, or
- d. eligibility within the Postdoctoral title has been exhausted

In addition, for professionally or personally-related reasons, a PDE may request consideration of an appointment of shorter duration than those outlined in this Section. The University may, in its discretion and in good faith, approve such requests where feasible.

13.3 INTERIM PDE APPOINTMENTS

A WSU graduate who has recently obtained their PhD degree or equivalent and requires a short-term appointment prior to beginning other employment may be given an interim appointment for less than twelve (12) months. Should a PDE be reappointed per Section 13.2 at the conclusion of their interim appointment period, their hire date shall remain the original date of their first interim appointment.

Nothing in this Article shall preclude the University from appointing or reappointing PDEs for durations longer than the minimums required.

13.4 Postdoctoral Employees (PDEs) shall be defined as individuals who:

- a. Have received a doctoral degree (Ph.D. or equivalent); and
 - i. the University shall grant exceptions where individuals present documentation satisfactory to the University confirming completion of degree requirements.
- b. Are appointed for a temporary and defined period not to exceed five (5) years, including postdoctoral experience(s) at other institutions, as determined by the University. Under extraordinary circumstances (e.g. family leave or personal illness), the University may grant an exception to this limit; and
- c. Are engaged in full-time mentored advanced training to enhance professional skills and research independence; and
- d. Perform primarily research and scholarship under the direction and supervision of university faculty mentors.
- e. Postdoctoral Fellows are defined as PDEs that have been awarded a fellowship or traineeship for postdoctoral study by an extramural agency and the fellowship or traineeship stipend is paid either directly or through an Employer account and meet criteria a through d above.

13.5 As soon as practicable, but no later than sixty (60) calendar days prior to the start of the appointment, or with enough time to complete work authorization, whichever is earlier, the University shall provide a PDE a written offer of appointment, as described below. Under exceptional circumstances a shorter period between the offer of appointment and start date may be allowed, subject to mutual agreement between the PDE and the supervisor.

13.6 The letter of appointment or reappointment shall include the following information:

- a. Job Title
- b. Beginning and end dates of the appointment
- c. Immediate supervisor's name(s) and department chairs' name(s)
- d. Department or academic/research unit
- e. Location of worksite (e.g., campus, research and extension center, remote location, medical center)
- f. Salary
- g. Reference to applicable benefit options
- h. A brief description of the anticipated research project(s) or teaching assignment, and a brief summary of the general nature of required duties

- i. Funding information available to the University at the time of appointment including funding source (e.g., grant name and funding agency, or gift account name)
- j. Information about Individual Development Plans (IDP)
- k. Any applicable support for relocation
- l. Information regarding new hire training requirements
- m. A statement that the PDE is exclusively represented by the UAW, and the website address for the Union and the collective bargaining agreement
- n. A statement that the University maintains individual personnel files and that the PDE may access their file
- o. Name of a person to contact for information regarding the appointment (with contact information)
- p. The Office of International Programs Scholar Services contact information, who can review cases and provide input on viable work visa options
- q. Employer non-discrimination policy link
- r. The University may provide additional information in appointment/reappointment letters (e.g., whether the appointment is renewable, and the conditions for such renewal)

ARTICLE 14

TIME OFF AND LEAVE

14.1 ANNUAL LEAVE

PDEs on annual appointments earn annual leave at the rate of 16.67 hours per month of completed service, based on full-time equivalent (FTE). Part-time appointments earn annual leave based on their full-time equivalent, e.g. 50 percent FTE earns 8.34 hours annual leave per month. PDEs on academic-year appointments do not earn annual leave. PDEs accrue annual leave on a prorated basis for portions of months that include leave without pay. The maximum annual leave accrual is 352 hours (44 working days). Unused vacation time off is not paid at separation and does not transfer between employment types. Annual leave is eligible for shared leave donation based on University Policies and Procedure Manual [UPPM 60.58](#), as written or amended.

14.2 ANNUAL LEAVE SCHEDULING

An employee may not use annual leave before the leave is earned. All leave requests must be approved by the Supervisor prior to commencement. The Employer will make every effort to honor leave requests that are made in a timely manner.

A PDE member moving from an annual to an academic year appointment has one (1) year to use any accrued annual leave.

14.3 SICK LEAVE

14.3.1 Annual appointments. PDEs on full-time, annual appointments earn sick leave at the rate of eight (8) hours per month of completed service.

PDEs on part-time, annual appointments earn sick leave based on their percent of full time employment; e.g., half-time employees earn four hours per month of completed service.

14.3.2 Academic appointments. PDEs on full-time academic-year appointments earn sick leave at the rate of one working day (eight hours) per month of completed service for a total of nine working days per year. Academic PDEs accrue four hours of sick leave for the months of May and August, which when combined with the rest of the academic year add up to nine working days of sick leave per year. One additional working day of sick leave is earned for each completed month of full-time summer employment.

14.4 SICK LEAVE USAGE

14.4.1 Sick leave may be used for the following:

- a. Personal illness, disability or injury (including illness or disability due to pregnancy), childbirth, or to recover from childbirth.
- b. When the employee's presence at work would jeopardize the health of others by exposure to a contagious disease.
- c. Personal medical, dental, or optical appointment.
- d. To care for a child (as defined in Family Member below of the PDE who has a health condition that requires treatment or supervision.
- e. To care for the PDE's seriously ill family member.
- f. To accompany a family member to medical, dental, or optical appointments where the PDE's presence is required. The PDE must make advance arrangements with the supervisor for such absences.
- g. When a high-risk employee seeks an accommodation to protect themselves from the risk of exposure to an infectious or contagious disease and the employer determines no other accommodation is reasonable besides the use of leave.
- h. Bereavement or condolence.
- i. For a mental or physical illness, injury, or health condition or if you need a medical diagnosis or preventative medical care.
- j. If a family member (see below) needs care for a mental or physical illness, injury, or health condition, or needs a medical diagnosis or preventative medical care.
- k. If your workplace or your child's school or place of care has been closed for any health-related reason by order of a public official or after the declaration of an emergency by a local or state government or agency, or by the federal government.
- l. If you are absent from work for reasons that qualify for leave as noted under Domestic Violence Sexual Assault and Stalking at section 14.11.
- m. To allow the PDE to prepare for, or participate in, any judicial or administrative immigration proceeding involving the PDE or the PDE's family member.
- n. Any other reason as required under RCW 49.46.210 for higher education employees.

14.4.2 FAMILY MEMBER

For purposes of sick leave, “family member” is any individual for whom paid-sick leave usage is authorized in RCW 49.46.210, as written or amended. As of January 1, 2025, family member means, “a child, grandchild, grandparent, parent, sibling, or spouse of an employee, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. ‘Family member’ includes any individual who regularly resides in the employee's home, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.”

14.5 EMERGENCY LEAVE

PDEs may use emergency leave for a death in the family or of a household member/partner or other comparable emergency. A comparable emergency is defined as a severe or life-threatening illness or injury to a domestic partner, family, or household member when not otherwise eligible for coverage under the FMLA or other medical leave provisions of the University. Up to five (5) working days of leave with pay shall be granted for each emergency and may be extended to ten (10) working days with the authorization of the provost or their designee.

If additional time off is needed, the PDE may request the use of available annual leave or sick leave. The PDE must inform the supervisor as soon as possible of the need for emergency leave.

Family member, for the purpose of Emergency Leave, is defined as employee's parent, spouse, child, grandparent, grandchild, sister, brother, stepbrother, stepsister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepchild, stepparent, and child in custody of and residing in the home of the employee. Household members are defined as persons who reside in the same home who have reciprocal duties to and do provide financial and/or emotional support for one another. This term shall include, but is not limited to, foster children and legal wards. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.

14.6 FAITH AND CONSCIENCE TIME OFF

In accordance with RCW 1.16.050, PDEs will have the option to take up to two (2) unpaid holidays per calendar year for a reason of faith or conscience or for an organized activity conducted under the auspices of a religious denomination, church or religious organization.

To take unpaid time off under the statute, PDEs must consult with their supervisor and use their department's procedure for making advance leave requests. The PDE will need to inform their supervisor that the requested unpaid day(s) is for a reason of faith or conscience or for an organized activity conducted under the auspices of a religious denomination, church or religious organization.

The supervisor can only deny a PDE's requested day(s) off if the supervisor determines that the requested time off would impose an undue hardship or the PDE's presence is necessary to maintain public safety. Undue hardship is defined in Washington Administrative Code (WAC) 82-56-020. PDEs may be asked to provide verification for their unpaid time off request.

The Employer will allow an employee to use annual time off in lieu of leave without pay. All requests to use annual time off must indicate that the leave is being used in lieu of leave without pay for a reason of faith or conscience.

14.7 WASHINGTON FAMILY MEDICAL LEAVE PROGRAM (PFML)

The parties recognize that the Washington State Family and Medical Leave Program (RCW 50A.04) is in effect and eligibility for an approval of leave for purposes as described under that program shall be in accordance with RCW 50A.04.

Under RCW 50A, employer provided healthcare benefits must be maintained during a PFML leave (as long as the employee continues to pay their share of the premium), so interspersing time off is not required provided the employee qualifies for a reason under the federal FMLA. Under RCW 50A.15.060(2), the University has elected to offer supplemental benefits in the form of sick time off, annual time off, and personal holiday.

Employees requesting PFML benefits through the Employment Security Department must provide notice to the University as outlined under RCW 50A.04.030.

14.8 PERSONAL HOLIDAY

Employees are entitled to one (1) paid holiday per fiscal year. Personal Holiday requests must be approved by the Supervisor prior to taking the time off. The Employer will make every effort to honor requests that are made in a timely manner.

14.9 UNPAID LEAVE OF ABSENCE

The University may grant a PDE an unpaid personal leave of absence. Such leave shall not continue beyond the end of the PDE's appointment.

14.10 CIVIL LEAVE

Civil leave is paid time off granted to PDEs for jury duty, to serve as trial witnesses, or to exercise other subpoenaed civil duties such as testifying at depositions. In addition to regular pay, a PDE may retain any compensation received while on approved civil duty time off. If an employee is appearing in court or at a hearing in a WSU official capacity, the employee is not on leave from the University. The activity is considered to be part of the employee's regular assignment. The employee is reimbursed for any incurred expenses in accordance with University procedures. PDEs are not entitled to civil duty time off for civil legal actions that they initiate or when named as a defendant or respondent in a private legal action that is unrelated to their University appointment or employment. The PDE will notify the University as soon as they become aware of the need for a civil duty time off.

14.11 LEAVE RELATED TO DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING

As required by state law, and in accordance with University policy, the University will grant time off and/or reasonable safety accommodations to an employee who is a victim of domestic violence, sexual assault, or stalking.

PDEs may choose whether to take leave as paid, unpaid, or a combination of paid and unpaid time off. For a paid time off, PDEs may use available sick time off, annual leave, or personal holiday.

Time off may also be granted to a PDE who has to assist a family member who is a victim of domestic violence, sexual assault or stalking. For the purposes of this leave, family member is defined as written or amended under Revised Code of Washington 7.105.010.

The University will provide reasonable safety accommodations when requested per Domestic Violence, Sexual Assault, Stalking Leave and Protections and per the law.

The parties will continue to work to promote knowledge of this employee right.

14.12 SHARED LEAVE PROGRAM

PDEs may participate in the [Shared Leave Program](#) on the same basis as other faculty members.

ARTICLE 15
HOLIDAYS

15.1 PDEs 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

Personal holiday (Half-time or greater annual appointees)

*in lieu of Presidents' Day

Any other official WSU established holidays

These holidays will be observed on the date designated by the University for the University community. A PDE must be in paid status the workday prior to the holiday in order to receive pay for the holiday.

15.2 Any PDE required by the University to work on a University holiday may arrange with the appropriate supervisor for a mutually agreeable alternative date within 90 calendar days.

ARTICLE 16
TIME AND EFFORT COMMITMENT

16.1 PDEs are appointed with the expectation that they will have a full-time involvement in scholarly pursuits.

16.2 OVERTIME EXEMPT PDEs

The schedule for full-time exempt PDEs is normally forty (40) hours, with the emphasis placed on meeting the responsibilities assigned to the position, on making progress toward their professional goals, and on demonstrating their research and creative capabilities. Required work schedules must be reasonable and related to the position needs. In recognition of the professional exempt status of PDEs, assigned work schedules provide the flexibility to meet position goals, such as occasionally a schedule of more or less than forty (40) hours in a week.

16.3 OVERTIME ELIGIBLE PDEs

16.3.1 Fair Labor Standards Act (FLSA) non-exempt PDEs are overtime eligible. Overtime eligible PDEs must track the total number of hours they worked and account for the time they did not work (e.g., paid time off, holidays, unpaid time off) each pay period.

16.3.2 Work in excess of forty (40) hours in a workweek constitutes overtime for overtime eligible employees. All paid holidays (including the Personal holiday) during the employee's regular schedule are considered time worked for overtime calculations. Leave with pay during the employee's regular work schedule is not considered time worked for purposes of determining overtime eligibility.

16.3.3 Overtime worked by overtime eligible employees shall be compensated at a rate of one and one-half (1-1/2) times the employee's regular rate of pay.

16.3.4 The University's workweek is defined as Sunday, 12:01 a.m. and ends the following Saturday at midnight.

16.3.5 Whenever overtime work is required, the employing official shall determine the employees needed to work overtime on the basis of their relevant experience. Employees must receive approval from their supervisor prior to working any hours beyond their standard workweek, except in emergency situations. Supervisors may prospectively authorize overtime for designated employees on designated projects for a designated period of time. Prospective authorization will be in writing.

- 16.3.6 Overtime-eligible PDEs shall receive monetary payment as compensation for overtime worked; however, PDEs may request and may be granted compensatory time off accrual at one and one-half (1-1/2) times the overtime hours worked in lieu of monetary payment. Granting of compensatory time is at the employing official's discretion.
- 16.3.7 The accumulation of unused compensatory time for PDEs may not exceed 240 hours.
- 16.3.8 Overtime work that is needed but not budgeted may be offered to, but not required of, a PDE contingent on the PDE's willingness to accept compensatory time instead of overtime payment.
- 16.3.9 Compensatory time must be used or cashed out by the end of the PDE's appointment period or the end of the biennium, whichever is sooner. The PDE's unused compensatory time balance will be cashed out at the end of the PDE's appointment period or when the PDE leaves University employment for any reason. The PDE's compensatory time balance may also be cashed out if required by the timeline of the funding source(s) as determined by the Employer or when:
- a. The PDE transfers within their department to a position with different funding sources,
 - b. The PDE transfers to a position in another department, or
 - c. Funding for PDE changes such that the new source cannot cover the cost of the compensatory time pay out.
- 16.3.10 Use of accrued compensatory time shall be approved by the employing official with consideration being given to the work requirements of the department and the wishes of the PDE.
- 16.3.11 Upon request, the University will provide a list of PDEs who will move from overtime exempt to overtime eligible due to an increase in the applicable salary threshold.
- 16.3.12 On an annual basis (typically around November 1), the University will inform PDEs and PDE supervisors of available resources and requirements related to time and time off tracking.
- 16.3.13 The University will make materials and/or training available to PDEs and supervisors regarding the requirements of accurately recording and approving time and time off.

The University will encourage all overtime eligible PDEs and their supervisors to review available materials and/or take this training. The University will encourage PDEs to take available training upon becoming overtime eligible or being hired into an overtime eligible PDE position.

16.3.14 Time tracking concerns are appropriate issues for Joint Union Labor Management committee meetings

16.4 UNION RELATED TIME

PDEs will be provided a reasonable amount of time during their normal working hours to meet with Union steward and/or staff representative to process a grievance, and will schedule meetings at times that do not interfere with work to the greatest extent possible.

PDEs will be released during their normal working hours to attend meetings or hearings scheduled by management for purposes such as:

- a. Informal grievance resolution meetings, grievance meetings, alternative dispute resolution meetings, mediation sessions and arbitration hearings, in accordance with Article 22, Grievance and Arbitration, and held during the employee's work time;
- b. Management scheduled investigatory interviews and/or pre-disciplinary meetings, in accordance with Article 19, Discipline, and;
- c. Negotiations in accordance with Article 8, Union Rights;
- d. Joint Labor Management meetings in accordance with Article 23, Union-Management Committee

ARTICLE 17
WORKSPACE/MATERIALS

17.1 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
- Equipment to perform research required for the appointment

17.2 Before a PDE's work location is moved, or before there is a substantial alteration of the PDE's workspace, the affected PDE 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 PDE shall be notified as soon as reasonably possible.

ARTICLE 18
INTELLECTUAL PROPERTY

- 18.1** [University Policies and Procedure Manual \(UPPM\) 35.55](#) (“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 UPPM 35.55 (2.5) and will not be subject to Article 22 (“Grievance Procedure”) of this Agreement. The Grievance Procedure of this Agreement will apply only in the event of discipline or termination of a PDE as a result of a violation or application of this policy.
- 18.2** A plain language summary of this policy will be made available to PDEs upon hire and online.
- 18.3** PDEs may, at their option, request the Union to advise and assist them in the processes outlined in this policy.

ARTICLE 19
CORRECTIVE ACTION AND DISCIPLINE

19.1 The University will take corrective action or discipline to respond to the nature and severity of the offense, and the employee's prior record. When taking corrective action or disciplinary action, the University will make a reasonable effort to protect the privacy of the employee.

19.2 CORRECTIVE ACTION

19.2.1 The University supports the resolution of job-performance issues through corrective action in the form of coaching, counseling, and, where appropriate, performance improvement plans.

19.2.2 Corrective actions may include, verbal counsel, summary of meeting, letter of expectations, or counselling memoranda, and performance improvement plans. Corrective actions are not pay affecting. Corrective action is not considered discipline but is rather an effort to resolve performance issues short of discipline. Corrective actions in and of themselves, are not grievable.

19.3 DISCIPLINE

19.3.1 Disciplinary actions are as follows: written reprimand, suspension without pay, or termination during the term of an appointment. Disciplinary actions will be labeled as such.

19.3.2 No PDE will be disciplined or terminated during the term of their appointment without just cause. In situations justified by the seriousness of the misconduct or unsatisfactory performance, the University may proceed to discipline or termination without prior corrective or disciplinary action.

19.4 INVESTIGATIONS

19.4.1 Union Representation: PDE's are entitled, at their option, to have Union representation during any investigatory interview conducted by the University that the PDE reasonably believes may result in their receipt of discipline. During any such investigatory interview, the role of the Union representative is to provide assistance and counsel to the employee and not interfere with the Employer's right to conduct the investigation. Employees and their representatives will cooperate in the investigation.

Representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings or other routine communications with an employee.

- 19.4.2 Home Assignment/Administrative Leave: The University may place a PDE 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 PDE from the premises and/or warrant immediately relieving the PDE from all work duties. PDE's 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 a PDE is placed on home assignment/paid administrative leave. A PDE who has been placed on home assignment/administrative leave will be notified when the investigation has concluded. If the PDE receives no disciplinary action, no record of the home assignment or administrative leave will be placed in the PDE's personnel file.

19.5 PRE-DISCIPLINARY PROCEDURE

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

- 19.5.1 Notice of Intent to Discipline: The University will inform the PDE 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 PDE shall be entitled to any materials (such as an investigative report) upon which the University has relied upon in determining the contemplated discipline, although confidential information and witness statements may be withheld.
- 19.5.2 Pre-Disciplinary Meeting: The University will schedule a pre-disciplinary meeting to permit the PDE 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.

- 19.5.3 The PDE 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.
- 19.5.4 A PDE who is disciplined or terminated shall be entitled to file a grievance at the second step of the grievance procedure per the timelines set out in Article 22 Grievance and Arbitration.
- 19.5.5 Rehire and Renewal: Corrective action or discipline as used in this Article refers to actions taken involving misconduct or poor/non-performance and does not include decisions regarding rehire or renewal.

ARTICLE 20

LAYOFF

- 20.1** The University shall determine when layoffs shall occur. Layoff is defined as an involuntary separation, or a reduction in percent effort or duration of appointment for a PDE prior to the established appointment end date as a result of appropriate funding becoming unavailable.
- 20.2** In the event of layoff, the University shall provide as much written notice as practicable to the PDE, but no less than sixty (60) calendar days in advance of the effective date of the layoff. If funding for the position is eliminated due to suspension of grants or contracts, with less than sixty (60) calendar days' notice to the University, the University shall provide as much notice as practicable, but no less than thirty (30) calendar days' written notice.
- 20.2.1 The University shall provide a copy of the layoff notice to the UAW within five (5) working days of providing the layoff notice to the PDE.
- 20.3** In the event appropriate funding is restored prior to the effective date of the layoff and within the PDE's appointment period, the University will offer to reappoint the PDE for the remainder of that appointment period. If only partial funding is restored, the University will make reasonable efforts to reappoint the PDE for a portion of the appointment period consistent with the level of available funding and will notify the PDE and the Union of the modified reappointment terms as soon as practicable.
- 20.4** To help mitigate the impact of a layoff, the University will assist the PDE in identifying alternative vacant and funded appointments for which they are qualified. In addition, to the extent practicable and consistent with funding, grant requirements, and operational needs, the University will make a good faith effort to identify alternative funding sources to support continued employment in lieu of layoff.
- 20.5** Upon request, the University shall provide the affected PDE and the Union with a written explanation outlining the lack of funding that necessitated the layoff.
- 20.6** This Article does not apply to emergency layoffs due to acts of nature, financial emergencies, or the suspension of programs, or operations.

ARTICLE 21
PERSONNEL FILES

- 21.1** The University will determine the location of personnel records. There will be only one (1) official personnel file that will be located in Human Resource Services. Medical information will be kept separate and confidential. Personnel, and other records containing personal information and/or information pertaining to the PDE's performance, including those electronically generated, will be maintained, accessed, and used only in the scope of official University business.
- 21.2** An employee will be provided a copy of University-initiated documents related to wages, hours, and working conditions (including performance) that are inserted into their personnel file. The University will provide PDEs with instructions on how to access their personnel files. PDEs have the right to examine all materials contained in their personnel file and, upon request, be provided with a copy of any materials in that file. An employee may arrange to examine their own personnel records and if done during the employee's work hours, will be subject to prior supervisory approval. The personnel file shall be made available for review within three (3) working days of the request receipt or as otherwise agreed upon. A record will be kept in the official personnel file of the names, dates, times and title of anyone who has reviewed the file, other than Human Resources and Benefits Services personnel.
- 21.3** An official Union representative will be granted access to the personnel records upon written authorization from the PDE to the Labor Relations Officer. The PDE and/or their official Union representative may not remove any contents.
- 21.4** A PDE or their official Union representative 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.
- 21.5** Grievance files will be kept separate from personnel files.
- 21.6** All materials in the personnel file of a PDE, including supervisory job performance evaluations, shall be confidential except as required to be publicly available under state and/or federal law.
- 21.7** 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 22
GRIEVANCE AND ARBITRATION

- 22.1** 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.
- 22.2 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.
- 22.3 TIME LIMITS**
- 22.3.1 By mutual written agreement, the parties may extend any and all time limits.
- 22.3.2 Should the grievant or Union fail to act or respond within the specified time limits, the grievance will be considered waived.
- 22.3.3 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.
- 22.3.4 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.
- 22.4 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.
- 22.5 SUBMISSION OF GRIEVANCES AND RESPONSES**
- 22.5.1 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.
- 22.5.2 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.

22.6 PROCESS

- 22.6.1 A grievance must be filed initially within thirty (30) calendar 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.
- 22.6.2 **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.
- 22.6.3 **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 of the Step One response or the date the Step One response was due if no response was provided. 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.
- 22.6.4 **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 of the Step Two response or the date the Step Two response was due if no response was provided. 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.
- 22.6.5 **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 or the date the Step Three

response was due if no response was provided. 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.

22.7 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.

22.8 AUTHORITY

22.8.1 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. The remedy available to the arbitrator shall not exceed making the employee whole for the remainder of the individual's appointment period.

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

22.9 ARBITRATION COST

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

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

ARTICLE 23
UNION – MANAGEMENT COMMITTEE

- 23.1** 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. This does not include individuals attending to provide administrative support.
- 23.2** Meetings will be held at least twice per year at mutually agreed upon times and on an ad-hoc basis as needed. 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.
- 23.3** 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 24
TRAINING

- 24.1** The University shall provide training necessary to fulfill the PDE duties.
- 24.2** Preapproved training necessary to fulfill the PDE duties will be included in PDE paid time, and PDEs will not be responsible for preapproved costs associated with the training.
- 24.3** The University will maintain a record of trainings completed by PDEs required for University employment.

ARTICLE 25
PROFESSIONAL DEVELOPMENT

25.1 The University shall provide PDEs access to professional development and/or career counseling programs. Upon hire, PDEs will be provided with [Research Advancement and Partnerships \(ORAP\)](#) resources.

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

25.2 PROFESSIONAL DEVELOPMENT ACTIVITIES

25.2.1 The University and the UAW agree that the nature of a PDE appointment is a mentored research position of a limited duration. As such, the parties agree that adequate opportunities for professional development are essential and that a full-time PDE may allocate up to 96 hours of paid work time annually to professional development activities. A part-time PDE may allocate pro-rated work time according to their FTE percentage.

25.2.2 Professional development activities must be authorized in advance by the supervisor and the department with appropriate funding sources identified. Requests to participate in professional development activities shall not be unreasonably denied.

25.2.3 Subject to available funding, the University shall cover allowable and approved expenses authorized by their supervisor.

25.2.4 All PDEs will be eligible to apply for University-provided travel funds in accordance with University programs and policies.

25.2.5 Upon request, the Union and University shall meet two (2) times per calendar year to discuss issues related to professional development of PDEs, and to strategize further steps for enhancing professional development. Topics for discussion may include, but are not limited to identifying career options; developing and improving professional skills/materials; peer-to-peer support; networking; professional development-related travel resources; career advancement in a variety of career paths; identifying secondary mentors; and mentorship training for both Postdoctoral Scholars and faculty mentors. The parties may add additional meetings by mutual agreement.

25.3 INDIVIDUAL DEVELOPMENT PLANS

A PDE may elect to create an individual development plan (IDP) and some funding agencies may require an IDP. An IDP provides a planning process that identifies the PDE's short- and long-term research and/or career goals, professional development objectives, and career objectives. This may serve as a link to the Supervisor's research goals and thus a communication tool between a PDE and their supervisor. The PDE may consult with additional career mentors in the development of an IDP.

The PDE and the supervisor will identify the implementation and review schedule for any approved IDP.

25.4 PROGRESS ASSESSMENT/ANNUAL REVIEW

25.4.1 A Progress Assessment is an evaluation of the PDE's progress and accomplishments in their job duties related to research, teaching (when applicable), and professional development.

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

25.5 MENTORSHIP TASKFORCE

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

ARTICLE 26
COMPENSATION

26.1 GENERAL PROVISIONS

- 26.1.1 The University may provide compensation to individual PDEs at rates above those stipulated in this Article.
- 26.1.2 When the requirements of the sponsoring agency exceed the terms of this Article, the requirements of the sponsoring agency shall control all salary/stipend adjustments.
- 26.1.3 The provisions of this Article shall not apply to any PDE appointed on a grant that restricts the PDE's remuneration to only the pay provided by the grant.

26.2 WSU PDE SALARY SCALE

- 26.2.1 At the time of initial appointment, a full-time PDE shall be appointed to at least the salary minimums outlined below.
- 26.2.2 Upon ratification of this Agreement, any full-time PDE whose base salary, after applying the general salary increase described in Section 26.3 below, is still below the applicable minimum shall have their salary adjusted to the minimum amount listed below. This adjustment shall be effective on the first day of the month following the ratification date.

Job profile (profile code)	Base compensation	Minimum salary amount
Postdoctoral Teaching Associate (257)	9-month base compensation	\$47,625
Postdoctoral Research Associate (306)	12-month base compensation	\$62,232

26.3 GENERAL SALARY INCREASES

PDEs will be eligible for general salary increases in alignment with funding levels provided by the state of Washington. PDEs will be eligible to receive the same percentage salary increase as is available to WSU exempt, non-represented groups, as defined under RCW 41.06.070.

Upon ratification, PDEs will receive a 1.4% increase to their pre-ratification pay rate. This increase shall take effect on the first day of the month following ratification.

PDEs are also eligible for individual increases as outlined in Section 4 below.

26.4 INDIVIDUAL INCREASES

Once a PDE is appointed and a salary/stipend amount has been established, all future reappointments in the same position must be at least at that same amount. For the purpose of this Article, the PDE's anniversary date is defined as one (1) calendar year of continuous employment from their most recent appointment date.

PDE increases on the anniversary date of their appointment are at the discretion of the supervisor and dependent upon available funding.

- 26.5** In the event that a PDE is awarded extramural funding—or is named as personnel on a grant or other extramural award—that authorizes a higher salary/stipend than the PDE receives at the time of award, and the supervisor has authorized a salary increase subject to departmental approval, the PDE salary/stipend will increase to the new rate on the next available pay period following the effective date of the departmental decision.

ARTICLE 27
HEALTH CARE BENEFIT AMOUNTS

27.1 EMPLOYER MEDICAL CONTRIBUTION AND PLAN DESIGN

27.1.1 For the 2025-2027 biennium, the Employer Medical Contribution (EMC) will be an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured Uniform Medical Plan (UMP) Classic for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). In no instance will the employee contribution be less than two percent (2%) of the EMC per month.

27.1.2 The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances.

- a. In ways to support value-based benefits designs; and
- b. To comply with or manage the impacts of federal mandates.

27.1.3 Value-based benefits designs will:

- a. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
- b. Use clinical evidence; and
- c. Be the decision of the PEBB.

27.1.4 Article 27.1.2 and 27.1.3 will expire June 30, 2027 for the 2025-27 biennium.

27.2 EMPLOYER-PAID INSURANCE PREMIUMS

The University will pay the entire premium costs for each bargaining unit employee eligible for benefits as determined by PEBB, including dental, stand-alone vision, basic life, and any offered basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this agreement, the University recognizes its obligation to bargain over impacts of those changes within the scope of bargaining.

27.3 WELLNESS

- 27.3.1 To support the University's goal for a healthy and productive workforce, PEBB-eligible employees are encouraged to participate in the State's wellness program activities, including the Well-Being Assessment survey for as long as they are made available. Employees will be granted work time and may use a state computer to complete the survey.
- 27.3.2 The Union agrees to partner with the University to educate their members on the State's wellness program and encourage participation. If the State offers a wellness incentive (such as the SmartHealth program), eligible, enrolled subscribers may participate in accordance with State rules to earn any available incentives.
- 27.3.3 SmartHealth program: Per RCW 41.05.065(2)(c)(ii)(B), the SmartHealth program will be available until 12/31/27 and employees who meet eligibility requirements by 12/31/2027 will still receive the incentive for plan year 2028. SmartHealth eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

27.4 PROGRAM INFORMATION

The PEBB Program shall provide information on the Employer sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.

27.5 POSTDOCTORAL FELLOWS

Postdoctoral Fellows who are not eligible for PEBB healthcare will be reimbursed for health insurance expenses (medical, vision, and/or dental), up to the maximum funded and allotted amount allowed per trainee by the applicable funding agency.

ARTICLE 28 RETIREMENT

28.1 WSURP AND DRS PLAN 3

All PDEs are eligible to select the WSU Retirement Plan (WSURP) or the Teachers Retirement System (TRS) Plan 3. In accordance with WSU policy, participation in the selected plan is required as of the date of hire/eligibility. PDEs have 30 days from their date of hire to irrevocably select the retirement plan in which they wish to participate. If a PDE fails to select a plan, they will default to the WSURP. Contribution to the selected/default plan will be retroactive to the date of hire/eligibility, with employer contributions also occurring from WSU.

28.2 VOLUNTARY PLANS

In accordance with state and federal regulations, PDEs are eligible to participate in Voluntary Investment Programs offered through WSU including the DRS Deferred Compensation Program (DCP) and the TIAA Voluntary Investment Program (VIP). As voluntary plans, eligible individuals may start, stop, or change their contributions at any time. Voluntary plans are funded by PDE contributions only.

ARTICLE 29
CHILDCARE

29.1 CHILDCARE ACCESS

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.

29.2 Upon request by either party, the Union and the University shall meet to discuss access to on-site childcare for PDEs.

ARTICLE 30

PARKING AND TRANSIT

30.1 GENERAL CONDITIONS

The University and the Union agree reducing the University's carbon footprint is a mutual goal. The University will provide access to parking and transportation programs for all PDEs covered by the Agreement on the same basis as these programs are provided for all other University employees.

30.2 PUBLIC TRANSIT

PDEs shall have access to WSU public transit benefits, including campuses where a valid WSU ID can be presented instead of transit fare.

30.3 PARKING

30.3.1 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.

30.3.2 Event Parking and Notification

For parking access affected by events such as game days, PDE 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. PDE permit holders may receive temporary access to any non-designated game day parking zones on a space available basis.

30.4 UNIVERSITY PARKING AND TRANSPORTATION TASK FORCE

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

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

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

30.5 TRANSIT ADVISORY GROUP

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

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

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

ARTICLE 31 IMMIGRATION

31.1 IMMIGRATION SUPPORT

31.1.1 University International Offices can advise a PDE generally on visa issues as they relate to the employment relationship with the University. PDEs may participate in any immigration clinics, workshops, or support programs that the University provides or procures.

a. The University will provide PDEs an orientation related to visa and immigration matters.

31.1.2 The University shall pay for sponsored Visa processing fees with United States Citizenship and Immigration Services (USCIS) for PDEs.

In addition to those listed above, the University may cover the cost of Visa processing fees for the PDE's dependent(s).

31.1.3 The University will allow PDEs to use accrued time off for the purpose of attending appointments, hearings and/or proceedings related to work visa immigration or citizenship status for the PDE or their family member.

31.1.4 The University will request that a federal immigration agent or a Department of Homeland Security (DHS) agent comply with legal requirements before they may be allowed to interrogate, search or seize the person or property of any PDE while the PDE is working on the University's premises and under the University's control. In the event that the University is served with a validly executed Search or Arrest warrant, the University shall arrange for questioning of the PDE to occur in as private a setting as possible in the workplace. The University will notify the union if the University learns of an immigration investigation regarding a PDE.

31.2 WORK AUTHORIZATION

31.2.1 H-1B may be an appropriate visa classification option for full-time PDEs.

31.2.2 The University will strongly encourage units to request the Premium Processing Fee option for all new PDE H-1B work authorization applications.

- 31.2.3 The Employer will make a good faith effort to process visa paperwork in the control of the Employer in a timely manner.
- 31.2.4 The University may choose to sponsor the visa for the maximum period allowed by U.S. immigration law.
- 31.2.5 No PDE covered by this Agreement shall suffer any loss of compensation due to any legal changes in the PDE's name or social security number, if they remain eligible to work in the United States.
- 31.2.6 If the University is not able to continue to lawfully employ a PDE as a result of the PDE's immigration status, upon request, the University agrees to meet with the PDE and the Union to discuss possible re-employment scenarios. If possible and upon request, the department will hold open the PDE position for up to 30 calendar days. The ability to hold open the PDE position and any determination of whether to re-employ a PDE is not subject to the grievance process.

31.3 HOUSING SUPPORT

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

31.4 JOINT UNION-MANAGEMENT COMMITTEE

The Union and University shall meet up to four (4) times in the calendar year following ratification to discuss issues arising from International PDE employment, immigration status and visas. The parties may add additional meetings by mutual agreement.

31.5 INTERNATIONAL GRIEVANTS WHO ARE DISMISSED

- 31.5.1 If the union appeals a dismissal through arbitration, and if the grievant was required to leave the country prior to the arbitration hearing due to a change in visa status as a result of the grieved action but elects to participate in person on a travel visa, upon request the University will assist in obtaining the travel visa.
- 31.5.2 If the arbitrator makes the determination that the grievant was not dismissed for just cause, the employing unit shall reimburse for actual travel costs incurred, for the grievant only, to appear at the hearing. Such reimbursement by the employing unit shall be limited to a travel visa and airfare, in accordance with University Travel Policy.

31.5.3 If the arbitrator upholds the dismissal, the Union shall be responsible for reimbursement of travel costs to the grievant.

ARTICLE 32

TRAVEL

- 32.1** The University shall reimburse PDEs for travel and per diem expenses required for employment in accordance with WSU University Policies and Procedure Manual UPPM Chapter 95. Prior approval for travel must be obtained from the PDE's Supervisor or PI (or designee). Unpaid travel shall not be required.
- 32.2** Reimbursement rates and methods shall be those provided to other University employees, in accordance with [WSU UPPM 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 33
NO STRIKES, NO LOCKOUTS

- 33.1** Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform their assigned duties.
- 33.2** Nothing in this Agreement permits or grants the University the right to lockout employees.

ARTICLE 34
DURATION

This Agreement shall become effective and will remain in effect from the date of ratification until March 1, 2027.

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

Executed this 1st day of May, 2026.

Washington State University



Dr. Elizabeth R. Cantwell, President

Postdocs United/UAW



Neal Sweeney, UAW International Representative

