

## **Article 1: Personnel Files**

### **Section 1.1.**

ASEs ~~and the Union~~ shall be notified of the identity of the custodian(s) of their personnel files. ~~There will be only one (1) official personnel file that will be located in their home department.~~ Personnel, and other records containing personal information and/or information pertaining to the ASE's performance, including those electronically generated, will be maintained, accessed, and used only in the scope of official University business.

### **Section 1.2**

~~An ASE will be provided with a copy of University initiated documents related to wages, hours, and working conditions (including performance) that are inserted into the personnel file.~~ The University will provide ASEs with instructions on how to access their personnel files. ASEs shall have the right to examine all materials contained in their personnel file and, upon request, shall be provided with a copy of any materials in that file. The personnel file shall be made available for review within three (3) working days of the request receipt or as otherwise agreed upon.

### **Section 1.3.**

An official Union representative will be granted access to the personnel records upon written authorization from the ASE to the Labor Relations Officer. The ASE and/or their official Union representative may not remove any contents. ~~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 the custodian(s) of the file.~~ Human Resources and Benefits Services personnel.

### **Section 1.4.**

An ASE or their official Union representative shall have the right to request removal or correction of inaccurate materials from their personnel files, insert rebuttal or refuting documentation, and/or seek removal of inappropriate material from the files.

### **Section 1.5.**

Grievance files will be kept separate from personnel files. ~~No reference to grievances shall be placed in an individual's personnel file.~~

### **Section 1.6.**

All materials in the personnel file of an ASE, including supervisory job performance evaluations, shall be confidential except as required to be publicly available under State and/or Federal law. The University will limit access to student evaluations to those undergraduate, graduate, and professional students, and faculty with WSU Network IDs or other appropriate affiliates or contingent workers.

### **Section 1.7.**

Upon the employee's written request/release, the University will respond to employment verification inquiries. This process is described at the following website:

<https://hrs.wsu.edu/voe/>.

For WSU

Date: 4-10-2023

*David Parsons*

For UAW

Date: 04/27/2023

*Ninh Khuu*

*Whitney Shervey*

*Aurora Brinkman*

*Acacia Patterson*

*Natalie Yaw*

*Raymond Bennett*

*Priyanka Bushana*

*Kayla Spawton*

*Kenneth*

*David Parsons*

**Article XXX**  
**Recognition**

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



For WSU

Date: 3-4-2023



For UAW

Date: 04/10/2023

*Ninh Khuu*

*Whitney Shervey*

*Natalie Yaw*

*Acacia Patterson*

*Aurora Brinkman*

*Raymond Bennett*

*Priyanka Bushana*

*Kayla Spawton*

*[Handwritten signature]*

### **Proposal Article 3: Grievances and Arbitration**

**3.1** 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.

**3.2 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.

#### **3.3 Time Limits.**

3.3.1 By mutual written agreement, the parties may extend any and all time limits.

3.3.2 Should the grievant or Union fail to act or respond within the specified time limits, the grievance will be considered waived.

3.3.~~32~~ 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.

3.3.4~~3~~ 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.

**3.4 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.

#### **3.5 Submission of Grievances and Responses.**

3.5.1 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.

3.5.2 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.

### **3.6 Process**

3.6.1 A grievance must be filed initially within thirty (30) days from the occurrence of the events giving rise to the grievance, or from the time at which the Union or aggrieved individual knew or reasonably should have known of the events giving rise to the grievance.

3.6.21 - Step One. Step One is optional; grievances may be filed directly at Step Two. A grievance must be filed in writing by the Union in the Office of the Department Chair, with a copy to the University's Labor Relations Officer or their designee, within thirty (30) sixty (60) 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 became aware of the grievance. For grievances involving ASEs that are not working in a Department, the grievance shall be filed with their hiring unit director (such as the manager of the tutoring center they work at, etc.). The Chair (or designee) or hiring unit director (or designee) shall meet with the grievant and the Union within fourteen (14) calendar days of receiving the grievance. The Chair (or designee) or hiring unit director (or designee) shall issue a written response to the grievance within fourteen (14) seven (7) calendar days of the meeting.

3.6.32 - Step Two2. If the Union or aggrieved individual bypasses Step One or is not satisfied with the Step One response, they # may appeal in writing within fourteen (14) calendar days. The Step Two2 appeal shall be made to the Dean of the Graduate School, with a copy sent to the University's Labor Relations Officer or their designee. The Union recognizes that the Dean may choose to designate other appropriate University personnel to act as the University's representative for purposes of this Step 2. The Dean, Vice Chancellor, or Vice President (or designee) and the Assistant Vice President of Labor Relations Oofficer (or designee) shall meet with the Union and grievant within fourteen (14) calendar days of receiving the Step Two 2 appeal; The Dean, Vice Chancellor, or Vice President (or designee) will and issue a written response to the grievance within fourteen (14) seven (7) calendar days of the meeting. The requirement of a meeting may be waived by mutual agreement.

3.6.43 - Step Three. If the Union or aggrieved individual has bypassed Step 1 and is not satisfied with the Step Two response, they may appeal in writing within fourteen (14) calendar days. The administrator designated by the University and the Labor Relations Officer (or designee) shall meet with the Union and grievant within fourteen (14) calendar days of receiving the Step Three appeal. The administrator will issue a written

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

3.6.54 - Step Four. Arbitration.- In the event the parties are unable to resolve the grievance in- at Step ~~Three Two (or Step Three in the case Step One was bypassed)~~<sup>2</sup>, the Union may demand arbitration of the grievance within fourteen (14) calendar days of its receipt of the Step ~~Three Two~~ response. ~~matter may be appealed to an impartial arbitrator. The submission of the matter to arbitration shall be provided to the University's Labor Relations Officer or their designee, The Union's arbitration demand and shall state the issue to be arbitrated, and the remedy that is sought.~~

3.6.3.1. 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.

**3.7 - 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.

~~3.7.1 The parties agree to mutually select a panel of five (5) arbitrators who will preside over complaints appealed to arbitration.~~

~~3.7.2 In the event the parties are unable to mutually select a panel, the parties shall request a panel of Academy qualified arbitrators from Washington or Oregon from the American Arbitration Association.~~

~~3.7.3 Either party may request that a panel member be removed provided a 30-day notice is given to the other party.~~

~~3.7.4 Grievances appealed to arbitration shall be rotated between the panel members, except that, in the event scheduling problems exist, either party may request that the panel member next scheduled may be passed over.~~

### 3.8 - Authority.

3.8.1. 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.

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

### 3.9. Arbitration Cost.

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

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

3.10. Standing Arbitration. The parties shall agree to Regularly Scheduled Arbitration Hearings as described below:

~~3.10.1 Arbitration hearings will be scheduled for every August, November, February, and May.~~

~~3.10.2. It is the intention of the parties that any grievance appealed to arbitration at least ninety (90) days prior to the date of a regularly scheduled arbitration be heard by the arbitrator at that hearing.~~

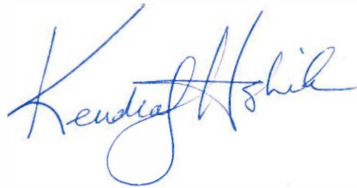
~~3.10.3. 45 days prior to the arbitration hearing, the parties will mutually agree upon the cases to be heard. Unless agreed by the parties, no case shall be deferred more than one regularly scheduled arbitration date.~~

~~3.10.4. By mutual agreement, the parties may expedite the proceedings.~~

~~3.10.5. Any and all fees due to the arbitrator, including those for the cancellation and/or rescheduling or any arbitration, will be split by both parties regardless of fault.~~

**Section 5.**

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. By mutual written agreement, the parties may extend any and all time limits.



For WSU: \_\_\_\_\_  
Date: 9/18/2023

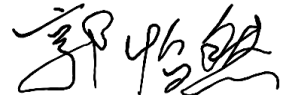


For UAW: \_\_\_\_\_  
Date: 09/20/2023



*Binh Khuu*

*Acacia Patterson*



*Gavin Doyle*

*Marissa Parker*



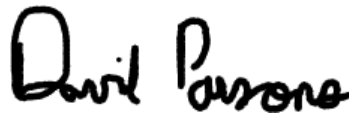
**Severability/Savings Clause**

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, inoperable or ambiguous as a consequence of the court's or administrative body's ruling shall remain in full force and effect. ~~such invalidity or unenforceability will not impair or affect any other term or provision of this Agreement.~~ The parties shall meet as soon as practicable to negotiate in good faith with respect to the effects any term or provision of this Agreement found to be in contravention of the law.



For WSU

Date: 3/20/2023



For UAW

Date: 03/24/2023

<i>Claudia Skinner</i>	<i>Ninh Khuu</i>
<i>Acacia Patterson</i>	<i>Adam Bozman</i>
<i>Wendy Stevens</i>	<i>Marissa Parker</i>
<i>Raymond Bennett</i>	<i>Wm Cole</i>
<i>Aurora Brinkman</i>	<i>Priyanka Bushana</i>
<i>Kelsey King</i>	<i>Kayla Spawton</i>

## Article 5: Union Rights

**5.1 - Subsection 5.1 – ASE Status Reports, has been intentionally separated per conversations between WSU and the UAW for the purpose of a Tentative Agreement. The reports subsection is to be reviewed separately to address content, development, implementation once agreed upon, and frequency.**

### **5.2. UNION USE OF UNIVERSITY RESOURCES AND FACILITIES:**

#### **Section 2.**

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.

#### **Section 3-5.32.1 MEETING SPACE AND FACILITIES**

The University's campuses and facilities may be used by the Union agrees to furnish conference and/or meeting rooms for Union for Union meetings upon prior request by the Union in accordance with University facilities and use policy and availability of space.

#### **Section 4- 5.4.2.2 SUPPLIES AND EQUIPMENT**

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

### **5.53. UNION ORIENTATION FOR NEW BARGAINING UNIT MEMBERS**

#### **Section 5.**

Union orientation is part of the orientation and onboarding process for new ASEs bargaining unit members. Each semester, the University will provide an employment orientation to new ASEs on a system-wide basis. Each semester, the University will provide a system-wide employment orientation to new ASEs. The Union shall be provided thirty (30) minutes one hour at this and this and Union orientation at at any University, Hiring Unit, Campus, Extension or Department wide employment orientation for new ASEs, to communicate with bargaining unit members and discuss/distribute materials, including Union membership application and dues deduction authorization forms. In the event a new ASE is unable to participate in an employment orientation, the Union will be allowed a thirty (30) minute period during the new ASE's first ninety (90) days to conduct an orientation meeting. Such meetings shall count toward the 20 hours per week (0.5 FTE) expectation for ASE appointments. Upon request from the Union and

~~not more than once per quarter, departments will provide time and space for a one-hour Union orientation with newly hired ASEs that have not previously attended a University, Hiring Unit or department wide orientation for new ASEs. Where such orientations do not exist or are not accessible to new bargaining unit members, the Union shall have the right to provide equivalent training in a format and time to be determined jointly with the University. Any ASEs who are not able to attend new bargaining unit members Orientation shall have the opportunity to attend a make-up New ASE orientation during the first ninety (90) days of their employment.~~

~~Such orientation time shall be count toward the 20 hours per week (0.5 FTE) expectation or be paid according to the ASE's hourly wage. considered time worked for the ASE receiving the orientation. Departments~~ The University will encourage nNew ASEs bargaining unit members to attend these orientations. The University and the Union ~~shall meet semi-annually to discuss the efficacy of this provision will~~ collaborate on the smooth execution of bargaining unit members orientations.

**5.64. UNION MATERIALS RIGHTS FOR NEW BARGAINING UNIT MEMBERS ASEs:**  
**Section 6.**

**A.** The University shall ~~post on its 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 them to each new ASE bargaining unit members during the hiring process, at the same time as providing forms required for new employment (e.g. W4 and I9), introductory materials from the Union, including a Union Membership Election Form and Voluntary Community Action Program (VCAP) form.

**B.** ~~In exceptional situations where the ASEs bargaining unit members has completed other required employment forms before they are s/he is hired into the bargaining unit, the University shall provide introductory materials from the Union, including a Union Membership Election Form and Voluntary Community Action Program (VCAP) form, at the time they are hired into the bargaining unit.~~

**C.** ~~The University will have completed Membership Election Forms and VCAP forms returned to the Union within ten (10) calendar days of receipt and to notify the Union within ten (10) calendar days of all new bargaining unit members hired to include name, home department/hiring unit, job code, home address, mail stop, Employee Identification Number, and appointment start date. The University shall meet with the Union to develop the method of notification.~~

**D.** ~~At the time of hire into a position within a bargaining unit, the University will provide each employee a printed copy of this Agreement and membership materials provided by the Union. The University will also provide a copy of an information sheet containing pertinent collective bargaining agreement and contact information. The University will inform employees in writing when they leave a position in the bargaining unit.~~

**5.75. POSTING** ~~Section 7.~~ The University will post the Agreement on the Human Resource Services, Labor Relations website. ~~The University shall distribute the Agreement to all current and new bargaining unit members.~~

**TRAINING: Section 8. ~~5.86. Contract Training~~ CONTRACT TRAINING**

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

**5.97. UNION REPRESENTATIVES AND STEWARDS**

**~~Section 9.~~**

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

**5.108. RELEASE TIME**

**~~Section 10.~~**

The University shall provide paid release time from their regular working hours for up to ~~seven~~ fifteen (15) ASEs designated by the Union for the purpose of bargaining a replacement agreement. An ASEs will coordinate with their supervisor(s) to minimize any disruption of their employment duties associated with their participation in bargaining, and t. The University will make every effort to accommodate the ASE's time spent during bargaining.



For WSU: \_\_\_\_\_

Date: 11-17-2023



For UAW: \_\_\_\_\_

Date: 11/20/2023

*Gavin Doyle*

*Marissa Parker*

*Ninh Khuu*

*Acacia Patterson*

*Beatrice Caffé*

*Priyanka Bushana*

Union Dues Deductions  
Tentative Agreement  
March 20, 2023

### Union Security Dues Deductions

#### **Section 1.**

Employees who are covered under this Agreement may choose to execute a Union membership and payroll deduction form. ~~The UAW will provide the University with the formula for calculating the dues and initiation fees.~~

#### **Section 2.**

Upon written notification to WSU Payroll Services from the Union of an ASE's written authorization, the University shall deduct Union dues and any initiation fees from each paycheck. The University will begin dues deductions as soon as reasonably practical, but no later than the second first-second payroll after receipt of written notification. The Union shall transmit to the Employer ~~via a web based electronic reporting system, by the cut off date for each payroll period,~~ the name and Employee ID number of employees with new or changed deduction authorizations. The Employer will implement changed dues authorizations as soon as reasonably practical, but no later than the second-second first payroll following its receipt of notice from the Union. ~~The Employer will implement changed dues authorizations no later than the second payroll following its receipt of notice from the Union.~~

**Commented [A1]:** Depending on the number of changes and the number of days they are submitted before a payroll cycle, the University may not be able to implement all such changes in the first payroll period. The statutory standard, which we have incorporated, is no later than the second payroll period.

#### **Section 3.**

The Union will provide the University thirty (30) days advance notice of a change with in the amounts for membership dues and any initiation fees.

#### **Section 4.**

~~Payroll deduction notifications will be processed in the pay period received. Payroll deduction notifications received by the deduction cutoff deadline for a pay period will be processed for the payday that corresponds to that pay period.~~

#### **Section 5.**

If an ASE contacts the University to request that payroll deduction be ended, the University will promptly refer the ASE to the Union to process the request. An ASE may revoke their authorization for payroll deduction of payments to the Union by written notice to the Union in accordance with the terms and conditions of their authorization. The University will end dues deduction no later than the second payroll after receiving notice from the Union that an ASE has revoked authorization. The University may request a copy of an employee's signed card at any time.

#### **Section 6.**

The University will remit a payment for all ~~said~~ deductions to the Union electronically at the end of each pay period. Accompanying the remittance will be a listing of the names, unique

Union Dues Deductions  
Tentative Agreement  
March 20, 2023

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.

Section 7.

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.



For WSU

Date: 3/21/23



For UAW

Date: 03/23/202...

*Claudia Skinner* *Heena Parter*

*Helena* *Miranda*

*Aurora Brinkman* *Priyanka Bushana*

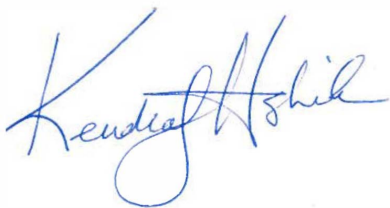
*Raymond Bennett* *Ninh Khuu*

*Kayla Spawton* *Acacia Patterson*

*Adam Bozman* 

**ARTICLE 7 - ~~Article 7XX~~: Intellectual Property**

- 7.1. ~~7.1.~~ Executive Policy 38 (“University Policies on Intellectual Property, Technology Transfer, and Commercialization”) shall be incorporated into this Agreement in its entirety. Disputes ~~that have exhausted the internal appeal processes outlined in this policy may be appealed to arbitration under Article XX (“Grievance Procedure”) of this agreement over intellectual property inventorship and ownership will be resolved using the appeals process in Executive Policy 38 and will not be subject to Article XX (“Grievance Procedure”) of this Agreement.~~ The parties agree that the only time Article XX (“The Grievance Procedure”) of this Agreement will apply only to these policies is in the event of dismissal or discipline or termination of an ASE as a result of a violation or application of these policies.
  
- 7.2. ~~7.2.~~ The Union and the University shall work together to develop a plain language summary of this policy to be distributed to ASEs, including at applicable orientations through the Graduate School Policies & Procedures manual, and online, at applicable orientations. ~~Orientations that this may apply to include graduate school orientations at the initiation of one’s degree and/or at departmental orientations at the one’s initiation of degree.~~
  
- 7.3. ~~7.3.~~ ASEs may, at their option, request the Union to advise and assist them in the processes outlined in this policy.



For WSU

Date: 3-4-2023



For UAW

Date: 04/10/2023

*Ninh Khuu*

*Whitney Shervey*

*Natalie Yaw*

*Acacia Patterson*

*Aurora Brinkman*

*Raymond Bennett*

*Priyanka Bushana*

*Kayla Spawton*



**Proposal XX Article 8. Holidays**

**8.1Section 1.** ASEs shall not be required to work on the following University holidays which occur during the term of their appointment, except as provided in Section 4 of this Article.

- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Native American Heritage Day
- Christmas Day
- Christmas Holiday\*
- New Year’s Day
- Martin Luther King Jr. Day
- Memorial Day
- Juneteenth
- \*in lieu of Presidents’ Day
- Any other WSU established holidays

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

**8.2Section 2:**

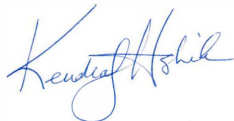
~~ASEs employed 50% FTE (full time equivalent employees) shall be entitled to at least one personal holiday during a 12-month period. Personal holidays must be requested at least 1 week in advance and require that the ASE find an acceptable substitute for scheduled work activities, if any. Personal holidays must be requested through departmental guidelines, when applicable.~~

~~**8.3Section 3:**~~

~~The University recognizes that there are religious holidays that are not currently WSU holidays. The University shall make every good faith effort to accommodate an ASE who wishes to observe other recognized religious holidays.~~

**8.4Section 4:**

Any ASE required by the University to work on a University holiday may arrange with the appropriate supervisor for a mutually agreeable alternative within the same semester.

For WSU:   
Date: 12-22-2023

For UAW: David Parsons  
Date: 12/18/2023

*Priyanka Bushana*

*Yiran Guo*      *Acacia Patterson*      *Marissa Parker*  
*Ninh Khuu*



VCAP  
Tentative Agreement  
March 20, 2023

~~Proposal XX~~ Voluntary Community Action Program (VCAP)

- 1.1 Upon presentation of a legible signed authorization form executed by an ASE, the University agrees to provide a voluntary check off for the UAW Voluntary Community Action Program (VCAP) in accordance with the following provisions:
- 1.2 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.
- 1.3 ~~The UAW will verify t~~The ASE ~~is must be~~ an active dues paying member ~~prior to submitting for the VCAP authorization form to WSU Payroll Services~~deduction to occur.
- 1.4 The VCAP deduction ~~must be in a flat dollar amount and shall either be deducted from the ASE's first paycheck of the month, or~~ will be divided equally between the two monthly paychecks, ~~as determined by the University.~~
- 1.5 This provision is for regular recurring payroll deductions and shall not be used for one-time deductions.
- 1.6 An ASE may discontinue the VCAP deductions at any time upon written notification to WSU Payroll Services. WSU Payroll will update VCAP deductions within ~~two one~~ pay periods ~~of receipt of request.~~
- 1.7 VCAP collections less any processing charges will be remitted to the UAW VCAP on a ~~monthly per pay period~~ basis. ~~The remittance listing for this deduction will be added to the Union deduction information already provided to the Union.~~

Commented [HK1]: Do you have an existing form?

For WSU

Date: 3/21/23

For UAW

Date: 03/23/2023

*Claudia Skinner*     *Marissa Parker*

*Aurora Brinkman*     *Aliin Pahl*

*W. King*     *Priyanka Bushana*

*Raymond Bennett*     *Ninh Khuu*

*Kayla Spawton*     *Acacia Patterson*

*Adam Bozman*     *W. King*

**Article 10**  ~~: CORRECTIVE ACTION AND DISCIPLINE~~

- 10.1 ~~Corrective Action and Discipline.~~ The University will tailor any corrective action or discipline to respond to the nature and severity of the offense and the ASE's prior disciplinary record.
- 10.1.1 ~~Corrective action may include coaching, counseling, oral/written reprimands and improvement plans.~~ The University supports the resolution of job-performance issues through corrective action in the form of coaching, counseling and, where appropriate, performance improvement plans. Corrective action is not considered discipline but is rather an effort to resolve performance issues short of discipline.
- 10.1.2 ~~Disciplinary actions may include~~ are as the following: written reprimand, suspension without pay, a performance-based job transfer, reduction in pay, any combination of these, or discharge-termination during the term of an appointment. Disciplinary actions will be labeled as such.
- 10.1.3 No ASE will be disciplined or terminated during the term of their appointment without just cause. Discipline or dismissal as used in this Article refers to actions taken involving job-related misconduct or job-related poor/non-performance and does not include any action based on academic performance. No decision made by the University concerning academic discipline or dismissal of a student is subject to this Agreement.
- 10.2 Investigations
- 10.2.1 ~~Duty to Cooperate.~~ ASEs have an obligation to cooperate with any investigation conducted by the University. Failure to do so will be considered insubordination and will be grounds for discipline, up to and including termination.
- 10.2.2 Union Representation. ASEs are entitled, at their option, to have Union representation during any investigatory interview conducted by the University that the ASE reasonably believes may result in their receipt of discipline. During any such investigatory interview, a participating Union representative shall be entitled to represent the employee, which may include asking questions, offering additional information, and/or counseling the ASE. ~~a participating Union representative will be given the opportunity to ask questions, offer additional information and counsel the ASE.~~
- 10.2.3 Home Assignment/Administrative Leave. The University may place an ASE on home assignment or paid administrative leave without prior notice, in order to investigate allegations which, in the judgment of the University, require removing the ASE from the premises and/or warrant immediately relieving the ASE from all work duties during a disciplinary investigation. ASEs on home assignment/paid administrative leave are expected to remain available during hours for which they are being compensated normal working hours. Home

assignment/paid administrative leave is not discipline and is not subject to the grievance procedure. The Union will be notified within fourteen (14) calendar days of when an ASE is placed on home assignment/paid administrative leave. An ASE who has been placed on home assignment/administrative leave will be notified when the investigation has concluded. If the ASE receives no disciplinary action, no record of the home assignment or administrative leave will be placed in the ASE's personnel file.

10.3 Pre-Disciplinary Procedure. If the University intends to impose discipline ~~that involves a loss of pay or termination of employment~~, the following procedures will apply:

10.3.1 Notice of Intent to Discipline. The University will inform the ASE and the Union of the ~~proposed~~ contemplated discipline in writing. ~~The written notice shall describe the event or conduct with sufficient particularity to permit the ASE to understand the reason for the proposed discipline. The notice shall include a statement of reasons for the contemplated action, which shall include the nature of the alleged violation, the level of discipline contemplated, notice of a right to a pre-disciplinary meeting, and notice of the right to Union representation at the pre-disciplinary meeting. Upon request, the ASE shall be entitled to any materials (such as an investigative report) upon which the University has relied in determining the contemplated discipline, although confidential information and witness statements may be withheld.~~

10.3.2 Pre-Disciplinary Meeting. The University will schedule a pre-disciplinary meeting to permit the ASE to respond to a notice of intent to discipline no earlier than seven (7) business days after the written notice. At the beginning of any pre-disciplinary meeting, the University will describe its proposed discipline and the general reasons for issuing the proposed discipline. A participating Union representative shall be entitled to speak on behalf of the ASE.

10.4 The ASE and the union shall be provided with a copy of a final disciplinary action. The copy will include the disciplinary action, the specific charges and the employee's right to grieve the disciplinary action.

~~10.5 Right to Grieve Disciplinary Actions. The Union has the right to grieve any disciplinary action as defined above.~~

10. An ASE who is disciplined or discharged/terminated shall be entitled to file a grievance at the second step of the grievance procedure.



For WSU: \_\_\_\_\_  
Date: 9/18/2023



For UAW: \_\_\_\_\_  
Date: 09/20/2023



*Ninh Khuu*

*Marissa Parker*

*Acacia Patterson*

## **Article 11: Appointment, and Reappointment Notifications and Job Descriptions**

### **Section 1.**

#### **11.1 Appointment Notifications**

11.1.1 Offers of 50% FTE appointment and reappointment for assistantship positions that are not open ~~hire~~ recruitment will be for one full academic year (Fall and ~~or~~ Spring) or longer. An offer may be as short as one full semester if funding is not available for the full academic year.

11.1.2 The University shall provide a written letter or email offering an individual an appointment or reappointment.

11.1.3 Incoming ~~students~~ ASEs shall be notified of their assistantship appointments no later than April 1st and will have until April 15th to respond to the offer, except for later-admitted ASEs or in exceptional situations as outlined in 11.2.

11.1.4 Except in exceptional situations as outlined in 11.2, Continuing students will be notified of their reappointment to an assistantship at least ninety (90) days in advance of the start of the appointment and will be permitted two (2) weeks to respond to an offered position except in exceptional situations as outlined in Section 3 11.2.

~~whose appointments begin in Fall Semester shall be notified of their reappointment no later than April 1st and will have until April 15th to respond to the offer, except in exceptional situations as outlined in Section 3 11.2.~~

~~Students whose appointments begin in any other semester shall be notified at least 30 days prior to the beginning of the work assignment and will have two weeks to respond to the offer, except in exceptional situations as outlined in Section 3.~~

#### **11.2 Exceptional Situations**

Exceptional situations, for purposes of this Article, are those situations in which the appointment cannot be filled by the notification deadline, or those situations in which an appointment has been filled but vacated due to an unforeseeable circumstance. In exceptional situations, students will be notified of their appointments as soon as practicable. When circumstances require a shorter response time to an offer (e.g. a new section that becomes available for a teaching assistant position shortly before classes begin; a new grant position becomes available), the ASE will be given as much time to respond as practicable. If an ASE is hired later than anticipated (e.g. an ASE is hired to fill a role after another ASE quits), their compensation will be adjusted to reflect their start date not reflect time before their hire. If an ASE is reassigned to another position, compensation of a reassigned ASE's accepted appointment will not be reduced, as provided in Article 16 (Layoff) in this Agreement.

### **Section 4.**

~~Applicants who are not initially offered appointment or reappointment, but who are placed on an alternate list, will be provided a written notice of their status as alternate candidates in accordance with the notification deadlines in Section 2.~~

**Section 5.****11.3 The letter offering appointment or reappointment will include the following information:**

- Appointment title (if known)
- Appointment % FTE (when applicable) or **expected anticipated** hours for hourly employees
- Effective dates and duration of appointment (when applicable)
- Hiring unit
- Hiring unit contact
- A summary of the general nature of required duties
- Salary/wages
- Health and other applicable benefits
- ~~WSU Human Resource Office and~~ WSU Human Resources Services website
- ~~Health~~ Health insurance contact information
- Costs of tuition or fees ~~that are~~ required as a condition of employment if any
- Tuition and fee waiver or exemption information, **if applicable**
- Response requirements, if any
- A statement that the position is covered by this collective bargaining agreement
- Website address to the current collective bargaining agreement
- The University shall include in all ASE appointment letters a link to the Union's website.

**Section 6. Job Description.**

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

1. ~~a~~ Assigned course, lab, or research project (if applicable);
2. ~~t~~ The faculty member or supervisor to whom the ASE will report;
3. ~~p~~ Procedures used for evaluation (if any);
4. ~~e~~ Course meeting times and location (if applicable);
5. ~~t~~ The approximate maximum number of students for which the ASE will be responsible (if applicable);
6. ~~o~~ Office hours (if applicable);
7. ~~t~~ Trainning programs (if applicable);
8. ~~w~~ Work location, ~~the curricular purpose of the assignment (if applicable),~~ and
9. ~~a~~ A statement encouraging ASEs and supervisors to discuss ~~time estimates for the specific duties of the assignment.~~ job related duties and time commitments associated with assigned duties.

For items 2, 4, 5, and 6, planned or estimated information will be provided with the other

items of section 11.2. However, if these items change, updated information will be provided to the ASE.

In the case of an ASE whose job description is not expected to change for at least a year, the documentation may be provided once at the beginning of the appointment, and thereafter when duties change. Notification of updated duties will take place no later than the first day of the work assignment or reassignment. ~~In exceptional situations, ASEs will be given a job description (or changes to a job description) as soon as practicable, but no later than the first day of the work assignment or reassignment.~~

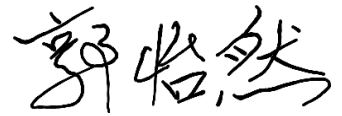
**11.6 Appointments cease at the end of ~~their~~ designated terms and come with no guarantee of renewal.**



For WSU: \_\_\_\_\_  
Date: 9/18/2023



For UAW: \_\_\_\_\_  
Date: 09/19/2023



*Ninh Khuu*

*Marissa Parker Acacia Patterson*

**Article 12: Layoffs**

12.1 Section 1:

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

12.1.1 End or reduce the appointment no sooner than the end of the term/semester ~~in for which the notice of layoff is provided; position has been offered and accepted; and Is given an appointment in a bargaining unit classification and will be paid equivalent compensation to that of the original appointed position, or~~

12.1.2 Use its best efforts to place the affected ASE on assistantship in another bargaining unit position with a similar term and, if possible, similar compensation. ~~Place the affected ASE in another bargaining unit position with a similar appointment period and equivalent compensation to that of the original appointed position, or provide equivalent compensation in lieu of a position, for one term/semester or the term of the appointment, whichever is shorter. Receives equivalent compensation in lieu of the position for two semesters or the term of the appointment, whichever is shorter. For Hourly ASEs with an appointment period, equivalent compensation shall be for the number of hours in the appointment that were not completed. If the number of uncompleted hours for an Hourly ASE cannot be determined from the letter offering appointment or other correspondence, the ASE and the Department or Hiring Unit shall mutually agree upon the number of uncompleted hours based on the typical workload of appointees doing the same kind of work assignment.~~

12.1.3 For purposes of this Article, the term appointment refers to the commitment made to the ASE in the appointment letter.



For WSU: \_\_\_\_\_  
Date: 12-22-2023



For UAW: \_\_\_\_\_  
Date: 12/18/2023

\*Union Proposal (12/16/2023 11:30 p) understanding End or reduce the appointment no sooner than the end of the term/semester in for which the notice of layoff is provided.

*Marissa Parker*

Hourly positions are expected not guaranteed hours so while FTE or appointment end date may not change – available work may.

*Yiran Guo*

*Ninh Khuu*

*Acacia Patterson*



### Article. 13 Health and Safety

- 13.1 ~~The University will not require nor will an ASE employee work in an unsafe environment. Such environments will be promptly reported and duly investigated. 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 in safe working conditions in the workplace including and equipment required to carry out assigned duties.~~
- 13.2 All ASEs are expected to perform their work in conformity with applicable safety standards. The University will not require nor will an ASE employee work in an unsafe environment. Such environments will be promptly reported and duly investigated. Should an ASE become aware of a condition they believe is unhealthy or dangerous, they are expected to immediately report the condition to a supervisor and/or the Environmental Health and Safety Department. Such environments will be promptly investigated.
- 13.3 Safety committees are established and conducted in accordance with WAC 296-800-13020. The Union retains the right to elect ASE representatives to serve in the University-wide Safety, Health and Security committee structure, as outlined in SPPM 1.35 on safety committees at any of the four levels laid out by Attendance at safety committee meetings will be considered time worked.
- 13.4 The University shall assess the hazards to which ASEs are exposed and take steps to provide a safe work environment. The University shall supply and maintain all PPE, equipment, tools, and materials needed to carry out job duties safely, including first aid kits and hazard spill kits. ASEs are encouraged to raise questions or concerns over necessary PPE, equipment, tools, and materials with their advisors, supervisors, Environmental Health and Safety, or through safety processes and committees at the work unit and/or department level.
- 13.5 The University will provide notice to ~~newly employed~~ ASEs of any known hazards in their workplace as required by applicable law including issues related to asbestos, and provide updates to all ASEs regarding any changes to these hazards. ASEs may also subscribe to applicable campus/area facility event notifications and alerts to receive information regarding University facilities, including issues or projects that may impact safety and health. The University will provide as much advance notice as possible to ASEs in the event that a university project may impact health and safety, ~~such as asbestos abatement~~ such as asbestos abatement.

13.6 The University shall provide applicable information and safety training for all AEs, 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 ~~necessary~~ preapproved safety trainings will be considered time worked.



For WSU

Date: 4-24-2023

*David Parsons*

For UAW


Date: 04/27/2023

<i>Ninh Khuu</i>	<i>[Signature]</i>
<i>Aurora Brinkman</i>	<i>Whitney Shervey</i>
<i>Natalie Yaw</i>	<i>Acacia Patterson</i>
<i>Priyanka Bushana</i>	<i>Raymond Bennett</i>
	<i>Kayla Spawton</i>

Article 14. Travel

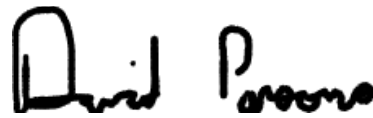
14.1 - The University shall reimburse ASEs for travel and per diem expenses required for employment in accordance with WSU BPPM Chapter 95. Prior approval for travel must be obtained ~~off~~from the ASE’s Department Chair or Director (or designee) ~~must be attained~~. Unpaid travel shall not be required.

14.2 - Reimbursement rates and methods shall be those provided to other University employees, in accordance with WSU BPPM 95.01, for any authorized travel expenses on the same basis as all other University employees. Travel Time compensation is in accordance with applicable law ~~the Fair Labor Standards Act~~.



For WSU

Date: 3/30/2023



For UAW

Date: 03/31/2023

*Claudia Skinner* *Priyanka Bushana*

*Aurora Brinkman* *Kayla Spawton*

*Vicky King* *Ninh Khuu*

*Raymond Bennett* *Acacia Patterson*

*Adam Bozman* *Whitney Shervey*

**Article 15. Workspace/Materials**

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

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

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



For WSU

Date: 3-30-2023



For UAW

Date: 03/31/2023

*Claudia Skinner*    *Adam Bozman*  
*Aurora Brinkman*    *Priyanka Bushana*  
    *Ninh Khuu*  
*Raymond Bennett*    *Acacia Patterson*  
*Kayla Spawton*    *Whitney Shervey*

Article 16 Title IX

16.1 Pursuant to Title IX of the Education Amendments Act of 1972, institutions of higher education are required to develop policies and procedures to prevent and respond to sexual violence, to train employees and students in their rights and responsibilities under Title IX, and to properly process, investigate, and adjudicate sexual misconduct allegations. The University’s policies and procedures incorporate specific requirements of the federal law and regulations governing processing of complaints, conducting investigations and adjudications, imposing disciplinary sanctions, and resolving appeals.

~~16.2 Where provisions of this Agreement relating to discipline and appeals of discipline decisions conflict with policies and procedures adopted by the University to comply with federal laws and regulations, the University policies and procedures preempt the conflicting provisions of this Agreement.~~

~~16.3 Disciplinary decisions reached through the University’s Title IX policies described in Section 16.2 above must be appealed pursuant to those policies, and may not be challenged through the grievance or complaint procedures set forth in Article XX – Grievance Procedure.~~

16.24 The University and the Union agree to meet upon the Department of Education, Title IX expected revisions related to employer actions and appeal proceeding to address any modifications to the Article. As of December 2023, this is expected to occur in March 2024.



For WSU: \_\_\_\_\_  
Date: 1-3-2024



For UAW: \_\_\_\_\_  
Date: 01/13/2024

*Yiran Guo*

*Marissa Parker*

*Beatrice Caffé*

*Acacia Patterson*

## Article 17 Job Postings

17.1 ~~The University shall post information on a University job website regarding open recruitment ASE positions. The University shall post address/es for any website at which open recruitment ASE positions may be found on the a University's Labor Relations job website (hrs.wsu.edu/wsu-uaw), such as Handshake and Workday regarding open hire ASE positions. The University shall notify the Union of the address of any such website within 30 days of ratification of this Agreement.~~

Open ~~hire~~ recruitment positions are those positions not used to fulfill a commitment of support made to a student, either (a) at the time of admission, or (b) under an existing advising relationship with a(n) faculty member(s)/academic program.

17.2 Open ~~hire~~ recruitment positions may be announced to all eligible applicants within a Department/School or Hiring Unit without being posted to a University website. The application deadline for Departmental or Hiring Unit postings shall be one week except in emergency situations in which the beginning of the appointment period must begin less than a week after the position is posted. If the position remains open is not filled after two weeks, it ~~shall~~ will be posted to a University job website.

17.3 Open recruitment positions will be Application deadlines for positions posted to a University website shall be for a minimum of two weeks except in emergency situations in which the beginning of the appointment period must begin less than two weeks after the position is posted. after jobs are posted.

**17.3.1** During the 2023-2024 academic year, the parties will discuss in the Union-Management Committee a system for informing applicants of the status of an open position (e.g., whether it has been filled or whether a hiring decision is pending), and will implement such a system by the start of the 8/15/24 (the start of the 2024/2025 academic year). ~~Notification will be provided to all applicants whether or not they receive an offer for the position.~~

17.4 All postings ~~or re-postings~~ shall contain the following information:

- Job classification
- Hiring unit (department or University office where the position is located)
- A summary of the nature of required duties (job requirements, including expected hours required or appointment percentage (% FTE) if applicable, and qualifications)

- Effective dates and duration of appointment (when applicable)
- ~~Deadlines for application, acceptance, and notification~~
- ~~Response requirements, if any~~
- ~~Hiring unit (department or university office where the position is located)~~
- ~~Hiring unit contact~~
- ~~Hiring criteria~~
- ~~Job classification~~
- ~~Supervisor name~~
- ~~A summary of the nature of required duties (job requirements, including hours required or appointment percentage (% FTE) if applicable, and qualifications)~~
- ~~Job description~~
- ~~Anticipated place of employment, including campus and building~~
- ~~whether the position is partially or fully remote~~
- Salary Range or /wages
- Procedures regarding the application including the contact where inquiries and applications may be made, as applicable.
  
- Deadlines for application
- Benefits information applicable to the position, including health insurance office contact information when applicable
- ~~WSU Human Resource Office and health insurance contact information~~
- ~~Costs of tuition or fees that are required as a condition of employment, if any~~
- Tuition and fee waiver or exemption information, if applicable
- An employment non-discrimination statement
- A statement indicating that the position is covered by a this collective bargaining agreement
- ~~The current collective bargaining contract~~ agreement-website address
- ~~Procedures regarding the application and re-application process including the name and location of the office where inquiries and applications may be made.~~
- ~~Additional information may be provided as needed.~~

**17.5** 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 ~~within the same hiring period.~~

**17.6** Re-posted positions shall remain posted at a University website for no less than one week. ~~The application deadline shall be no less than one week from the time of re-posting.~~

17.7 The University shall post all pay rates on department and hiring unit websites, including Handshake and Workday.

17.7.8 Once a position which has been posted or reposted on Handshake and Workday has been filled and both successful and unsuccessful applicants have been notified, the University will use its best efforts to ~~must~~ remove the job listing from hiring websites within three (3) business days.



For WSU: \_\_\_\_\_  
Date: 9/7/2023



For UAW: \_\_\_\_\_  
Date: 09/20/2023



*Beatrice Caffè*

*Gavin Doyle*

*Ninh Khuu*

*Marissa Parker*



Article 19 Training

19.1 – The University shall provide training necessary to fulfill ASE duties.

19.2 ~~– Preapproved t~~Training necessary to fulfill ASE duties will be included in ASE paid time, and ASEs will not be responsible for preapproved costs associated with the training.

19.3 –The University will maintain a records of trainings completed by ASE required for University employment attendance at trainings.



For WSU

Date: 4-24-2023

*David Parsons*

For UAW

Date: 04/27/2023

*Ninh Khuu Whitney Shervey*

*Aurora Brinkman Acacia Patterson*

*Natalie Yaw Raymond Bennett*

*Priyanka Bushana Kayla Spawton*



**Article 21 – Union-Management Committee**

**21.1.** 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.

**21.2.** Meetings will be held once an academic semester (Fall & Spring) at mutually agreed upon times and on an ad-hoc basis as needed (including during the Summer semester upon mutual agreement). Participation in Union-Management Committee meetings shall be considered time worked. Agendas shall be mutually agreed upon at least five (5) business days prior to the meeting.

**21.3.** 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.



For WSU

Date: 4-24-2023

*David Parsons*

For UAW

Date: 04/27/2023

*Ninh Khuu Whitney Shervev*

*Aurora Brinkman Acacia Patterson*

*Natalie Yaw Raymond Bennett*

*Priyanka Bushana Kayla Spawton*



**Article 22: Retirement Benefits**

**22.1** - The University will provide ASEs access to the Voluntary Investment Program (VIP), a 403(b) plan, and the Deferred Compensation Plan (DCP), a 457(b) plan as allowed under federal and state law.

**22.2** - ~~HR~~ ASEs will be provided all needed program information on the VIP and DCP information to Bargaining unit members during onboarding after hire and upon their request to Human Resources Services Benefits.



For WSU

Date: 5-24-2023



For UAW

Date: 05/24/2023

*Danielle Holt Whitney Shervey*

*Ninh Khuu Acacia Patterson*

*Aurora Brinkman Raymond Bennett*

*Priyanka Bushana Kayla Spawton*



## Article 23: Anti-Discrimination and Harassment

### 23.1 Non-Discrimination.

**23.1.1** Neither ~~t~~The University nor the Union shall ~~not~~ discriminate or harass any ASE on the basis of a protected class. The following are considered protected classes for the purposes of this Article: Neither the University nor the Union shall discriminate or harass any ASE on the basis race; sex and/or gender (including pregnancy, childbirth, medical conditions related to pregnancy and childbirth, and breastfeeding and medical conditions related to breastfeeding); sexual orientation; gender identity or expression; religion; age; color; creed; national or ethnic origin (including caste or ancestry); marital status; genetic information (including family medical history); status as a protected veteran, an honorably discharged veteran, or member of the military; physical, mental, or sensory disability (including HIV status or other chronic health conditions and the use of a trained service animal); immigration or citizenship status, **except as authorized by federal or state law, regulation, or government contract;** ~~or Union activity. race,; religion or religious sect);; creed; color,; marital status,; national or ethnic origin (including caste or ancestry); sex and/or gender (including pregnancy, childbirth, medical conditions related to pregnancy and childbirth, and breastfeeding and medical conditions related to breastfeeding); sexual orientation,; gender identity or expression,; disability physical, mental, or sensory disability (including HIV status or other chronic health conditions or the use of a trained service animal),; genetic information (including family medical history, or medical conditions, HIV status or other chronic health condition),; age,; service in the uniformed services (i.e., status as a protected veteran, an honorably discharged veteran, or member of the military),; immigration or citizenship status,; physical appearance (including body weight or size),; political affiliation or union activity.~~

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

**23.1.2** "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.

**23.1.3** "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.

### 23.2 Sexual Harassment.

**23.2.1** The University shall respond promptly ~~and effectively~~ to reports of prohibited behavior and shall take appropriate action to prevent and, to correct behavior, and when necessary, to discipline behavior that violates the law, ~~or this Article, or University policy.~~

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

- a. egregious conduct such as sexual misconduct, sexual assault, stalking, and intimate partner violence. conduct sufficiently severe, persistent, or pervasive that it unreasonably denies, adversely limits, or interferes with a person's participation in or benefit from the education, employment, or other programs, activities or services of the University, and creates an intimidating or offensive environment.
- b. Quid Pro Quo: Direct or implied threats that submission to sexual advances is a condition of employment or the basis of employment decisions, work status, promotion, grades, academic evaluation, work references, letters of recommendation, or other decisions affecting participation in a University program, activity, or service.

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

### **23.3 Retaliation.**

The University prohibits retaliation, ~~including but not limited to against or by ASEs. intimidation, threats, coercion, or discrimination against any individual for the purpose of interfering with any right or privilege secured by this contract or University policy. For the purpose of this Article, as outlined in EP 15,~~ retaliation may include conduct that would discourage a reasonable person from reporting prohibited conduct or cases when the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this contract or University policy. For the purposes of this article, retaliation is defined as an adverse action against a person based on their report or other disclosure of alleged Prohibited Conduct to a University employee or their participation in the investigation, reporting and remediation, or disciplinary processes provided for in the University Policies or this contract. An adverse action is conduct that would discourage a reasonable person from reporting Prohibited conduct or participating in a process provided for in University policy or this Article, such as threats, intimidation, harassment and coercion.

**23.4 Policies.**

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

**23.5 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 ~~as defined in 23.1.1, and are considered forms of discrimination for the purposes of this Agreement.~~ The Union and University shall meet, upon request, up to three (3) times per calendar year to evaluate progress on the joint goal of eliminating micro-aggressions against ASEs and discuss plans to advance that goal.

**23.6 Resolution Procedures.**

**23.6.1** A discrimination, ~~or 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 3 of this Agreement. ASEs may also file discrimination complaints with appropriate state and federal agencies. The parties agree to encourage the filing of discrimination complaints through the University CCR.

- a. CCR shall notify those filing complaints that union-represented employees may have additional rights under their respective Collective Bargaining Agreement.
- ~~b. Nothing in this Article precludes Academic Student Employees from filing a claim with an outside agency.~~

**23.7 Grievance Procedure**

**23.7.16.2 Timeline:** An ASE shall have 120 ~~180~~ days from an incident to submit a grievance alleging a violation of this Article.

- a. If a grievance is filed in accordance with Article XX that includes an alleged violation of this Article, the University shall forward the allegation(s) to the Title IX/EEO Officer for review. If the Title IX/EEO Officer determines an investigation is warranted, the Union and the University may agree in writing that the grievance, or a portion thereof, specifically related to this Article will be held in abeyance while the investigation is ongoing. While an investigation is pending the University will implement interim measures as appropriate, per Section XX of this Article.
- b. As soon as practicable, after the Title IX/EEO Officer receives the grievance, they will make an initial assessment to determine whether (a) allegations describe conduct that is prohibited under EP 15; b) such conduct is within the University's investigative authority or jurisdiction, and c) whether the complaint can proceed or should be dismissed pursuant to CCR's Procedural Guidelines.
- c. The Title IX/EEO Officer may implement interim measures, in accordance with section XX above.

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

**23.7.26.2 Interim Measures & Remedies:**

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

**23.6.4 Remedies:**

- a. Interim measure and rRemedies available to ASEs voluntary and where possible and may include, but are not limited to: change to a different available workstation, schedule, work location, unit, department, or position for which the ASE is qualified provided that, in the case of the Complainant/Grievant, the change is voluntary and equitable;

~~training and education of the Respondent; no contact remedies which shall be administered voluntarily and equitably.~~

~~b. The University shall implement appropriate remedies if a complaint and/or grievance is sustained, or as an alternative measure. Such remedies, shall ensure that the ASE to continue training and working in an environment free from harassment and/or discrimination.~~

**23.6.45** Representation: The ASE (as a Complainant, Grievant, Respondent, or Witness) shall have the right to be represented by an advocate or advisor of their choice, including a Union representative, in the grievance, ~~arbitration~~, and/or complaint process.

**23.6.56** Grievance Procedure: If an ASE ~~academic Student Employee~~ files a grievance that includes an alleged violation of this ~~a~~ Article, the University shall forward the ~~complaint grievance~~ to the campus office responsible for reviewing allegations of discrimination and/or sexual harassment. If the campus office determines an investigation is warranted, the Union and the University may agree in writing that the grievance, or a portion thereof, be held in abeyance during the time the allegations are under review. If the Union and the University do not agree in writing to put the grievance in abeyance, the grievance shall continue pursuant to Article 3 - Grievance and Arbitration Procedures.

### **23.7 Educational and Training Resources**

**23.7.1** Upon written request from the UAW, the University and the UAW agree to discuss effective training methodology for the prevention of sexual harassment and other forms of discrimination at a systemwide joint labor management committee. The committee shall commence its discussions within six (6) months of Contract ratification ~~during Academic Year 2023-24.~~

### **23.8 Equity Survey**

**23.8.1** The Union and the University are committed to a diverse ASE workforce. Therefore, the parties will establish a joint committee to discuss methods of recruiting and retaining, and encouraging career development of ASEs who belong to underrepresented groups (e.g. ~~people from ethnic or racial~~ minorities, women, individuals with disabilities ~~and, older adults~~, veterans in accordance with EP12 - Equal Employment Opportunity and Affirmative Action Policy). The parties will also discuss and develop ways of improving the climate of ASE workplaces, particularly in cases when ASEs perceive disparate treatment (for example, as a result of native language/dialect or parent/caregiver status).

**23.8.2** ~~Starting in Academic Year 2023-2024~~ Upon ratification of the Agreement and during the Fall semester of every odd-numbered calendar year thereafter, the Union and the University shall jointly develop an equity survey for administer ~~adapt the annual Graduate School Survey~~ an equity survey for so it pertains to all ASEs to be and ~~focused~~ sd on ASE-specific concerns. ~~In the first Semester following ratification, the University and the Union shall jointly agree upon baseline questions to be used through~~



~~the life of the contract prior to administration of the survey.~~ In the ~~Spring~~Fall-Semester of ~~even-numbered~~ calendar years, the survey shall be distributed through an online survey platform (e.g., Qualtrics, Survey Monkey) to all ASEs. In addition, any department or hiring unit may decide, on a volunteer basis, to jointly develop a department-specific survey, with additional questions to be distributed by a Department Chair or designee and an ASE in the Department designated by the Union. Responses from all surveys shall be available to the Union and the University. Once the surveys have closed and no later than the end of the ~~Fall~~Spring-semester of ~~the~~ following academic year, the Union and the University shall hold a Joint Labor Management meeting to discuss results and strategize further steps for promoting equity, inclusion, transparency, and accountability.

**23.9 All-Gender Restrooms**

**23.9.1** The University and the Union recognize the importance of having safe and accessible campus restroom facilities.

**23.9.2** ~~Upon request, t~~The University ~~shall publish~~ will provide the ASE with the location of the nearest ~~all~~ all-gender restrooms on the WSU website, as well as ~~provide this list upon appointment and upon request, and require that departments provide the ASE with a list of all gender restrooms near their office location upon appointment. The University shall ensure that ASEs have access to all gender restrooms at their worksite upon request from the ASE or their union representative. In locations where there are a sufficient number of restrooms for the designation of at least one restroom as an all-gender restroom, one will be provided within six months of contract ratification. In locations where there are not a sufficient number of all gender restrooms to are not available designate one as an all-gender restroom, ASEs will be allowed to use the gender segregated restroom consistent with their gender identity or expression. Within six (6) months of ratification, The University and the Union will~~ ~~may discuss all-gender restrooms gap areas during Union Management meetings. Upon request, t~~The University will provide annual updates to the union on progress toward increasing the number of all-gender restrooms at WSU.

**23.9.3** The University shall ensure that all ASEs have access to all-gender restrooms at their worksite.

For WSU: \_\_\_\_\_  
Date: 12-22-2023

For UAW: \_\_\_\_\_  
Date:

*Gavin Doyle Marissa Parker*

*Yiran Guo Ninh Khuu Acacia Patterson*

*Beatrice Caffé*

## Article 24: ~~OBJ~~ Respectful Work Environment

### 24.1 General Conditions

~~24.1.1 The Parties covered by the Agreement agree that all employees shall work in an environment that fosters mutual respect and professionalism and is free from Abusive Conduct. Abusive Conduct that fosters mutual respect and professionalism. All parties are responsible for contributing to such an environment. The Parties mutually acknowledge that Abusive Conduct creates an intimidating environment and may interfere with an employee's work. The parties agree that Abusive Conduct, inappropriate behavior, and bullying in the workplace does not promote the University's mission, employee wellbeing, or productivity. These behaviors may occur in, but are not limited to, situations in which one person has authority over another and situations involving peer-to-peer interactions.~~

~~24.1.2. Workplace Bullying and Abusive Conduct. Abusive conduct as defined in Section 24.2 and described in Section 24.3, by ASEs, faculty, supervisors, and/or managers will not be tolerated. The provisions of BPPM 50.31 Maintaining a Professional Workplace as written or amended additionally apply to all Employees covered by the Agreement. The University and the Union shall strive to foster an environment in which employees feel comfortable making reports of Workplace Bullying or Abusive Conduct. Abusive Conduct in good faith. The Parties also commit to prohibiting retaliation against any person who reports Workplace Bullying or Abusive Conduct (as described in Section 24.4 below) or participates in any related investigation or process in good faith. Abusive conduct as defined in section 24.2 and described in section 24.3, by ASEs, Faculty, supervisors and/or managers will not be tolerated.~~

### 24.2 Definitions of Abusive Conduct

~~24.2.1. Workplace Bullying. Abusive Conduct is harassing or threatening behavior, including bullying or nondiscriminatory harassment, refers to repeated, unreasonable actions of individuals (or a group) directed towards an employee or student (or a group of employees or students), which intimidate, degrade, humiliate, or undermine; or which create a risk to the health or safety of the employee or student. Workplace Bullying behaviors are considered as a subset of behaviors within Abusive Conduct and therefore shall be considered as the same for the purposes of this article. that is sufficiently severe, persistent, or pervasive conduct in the workplace that denies, adversely limits, or interferes with an employee's participation in or benefit from University employment. The Conduct creates an environment, whether intended or not, that is intimidating or offensive.~~

~~24.2.2. Abusive Conduct. Unprofessional behavior constitutes "abusive conduct" when it is sufficiently severe, persistent, or pervasive that it: Interferes with, or has the potential to interfere with, an individual's ability to participate in WSU employment, education, programs, or activities; Adversely alters the conditions of an individual's WSU employment, education, or participation status; or Creates an objectively hostile or abusive employment, program, or educational environment.~~

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

### 24.3 Examples of ~~Abusive Conduct~~ Abusive Conduct

**24.3.1.** Examples of Abusive Conduct~~Abusive Conduct~~ may include, but are not limited to, the following types of behavior:

- a. Use of abusive, insulting, or offensive language (written, electronic, or verbal),
- b. Spreading false information or malicious rumors,
- c. Behavior, language, or gestures that frighten, humiliate, belittle, or degrade, including criticism or feedback that is delivered with yelling, screaming, threats, implicit threats, or insults,
- d. Encouraging others to act, singly or in a group, to intimidate or harass other individuals,
- e. Making inappropriate comments about a person's appearance, lifestyle, family, ~~culture, country of origin, visa status, religious/spiritual/philosophical beliefs,~~ or political views,
- f. Teasing or making someone the brunt of pranks or practical jokes,
- g. Inappropriately interfering with a person's personal property or work equipment,
- h. Circulating photos, videos, or information via e-mail, social media, or other means without consent,
- i. Making unwanted physical contact or inappropriately encroaching on another individual's personal space, in ways that would cause discomfort and unease,
- j. Purposefully excluding, isolating, or marginalizing a person from normal work activities for non-legitimate business purposes,
- k. Repeated demands that the individual do tasks or take actions that are inconsistent with that individual's job, are not that individual's responsibility, or for which the employee does not have authority, ~~or repeatedly refusing to take "no" for an answer<sup>ion</sup> for requests outside of required job duties; pressuring an individual to provide information that the individual is not authorized to release (or may not even possess);~~
- l. Making ~~coer~~ threats to block a person's academic advancement, opportunities, or continued employment at the University,
- m. Sabotaging or undermining a person's work performance.

**24.3.2.** Abusive Conduct~~Abusive Conduct~~ does not include *per se* exercising appropriate supervision of employees conducting appropriate performance management, or providing appropriate feedback, including but not limited to the following:

- a. Appropriately expressing differences of opinion.
- b. Offering constructive feedback, guidance, or advice about work-related behavior.
- c. Reasonable action taken by a supervisor relating to the management of an office.
- d. Reasonable action taken to manage an employee's performance, initiating corrective action and/or disciplinary action.
- ~~a. Providing performance appraisals to employees, including negative appraisals;~~
- ~~b. Delivering constructive criticism;~~

- ~~e. Coaching or providing constructive feedback;~~
- ~~d. Grading student performance, including negative assessments;~~
- ~~e. Monitoring or restricting access to sensitive and confidential information for legitimate business reasons;~~
- ~~f. Scheduling regular or ongoing meetings to address performance issues;~~
- ~~g. Setting performance goals to align with departmental goals;~~
- ~~h. Investigating alleged misconduct or violation of University policy;~~
- ~~i. Counseling or disciplining an employee for performance, engaging in misconduct, or violating University policy;~~
- ~~j. Engaging in assertive behavior;~~
- ~~k. Having a disagreement;~~
- ~~l. Making unpopular statements or articulating positions on controversial issues;~~
- e. Participating in a formal complaint resolution or grievance process.;

**234.4. Reporting Complaints.**

ASEs are strongly encouraged to report any incident of Abusive Conduct~~Abusive Conduct to an immediate manager or supervisor. If the immediate manager or supervisor is the perpetrator of the bullying, the ASE should report the incident to the next level higher supervisor or~~ Reports of violations of this Article may be made directly to HRS through completing a BPPM 50.31 may be made to the campus designated office (such as CCR) and/or filed as a grievance in accordance with Article 3 (Grievance and Arbitration Procedures) of this Agreement.

**234.5 Interim Measures and Remedies.**

243.5.1. Remedies available for Abusive Conduct may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which the ASE is qualified; training and education of the implicated parties; and no contact remedies.

24.5.2 ~~When a complaint is filed of~~ Abusive Conduct is filed, the University will implement remedies interim measures as appropriate on an interim basis where appropriate. Such measures are implemented to shall allow the ASE to learn and work in an environment free from Abusive Conduct and/or bullying~~Abusive Conduct.~~

243.5.2. Interim measures available to ASEs may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which the ASE is qualified provided that, in the case of a grievant, the change is voluntary and equitable; training and education of the implicated parties; no contact remedies.



For WSU: \_\_\_\_\_  
DATE: 12-6-2023



For UAW: \_\_\_\_\_  
DATE: 12/11/2023

*Yiran Guo*

*Beatrice Caffé*

*Gavin Doyle*

*Ninh Khuu*

*Priyanka Bushana*

*Marissa Parker*

*Acacia Patterson*

**~~Article 25: Sexual Harassment Prevention Training~~**

**Memorandum of Understanding: Empowering Prevention and Inclusive Communities (EPIC)**

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

**25.1. Empowering Prevention and Inclusive Communities (EPIC)**

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

**25.2. Content of EPIC trainings**

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

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

**25.3 Initial Program Development**

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

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

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

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

**25.4. ASE Hiring and Supervision**

**25.4.1.** The University will hire and fund a minimum of one ~~three (13)~~ ASEs at 50% FTE each semester (Fall, Spring); and Summer **as needed**, to jointly administer the EPIC training with the University. ~~Appointment and compensation will be based on RA/TA/SA pay standards in the ASE's home academic department such that ASEs shall incur no loss or benefit from appointment to the trainer position. Appointments will be made within two (2) months of ratification of this agreement.~~

**25.4.2.** Recruitment for the position(s) will open within two (2) months of ratification of this Agreement. Eligible ASEs will be hired through the open hire process. The hiring committee shall consist of two (2) Union representatives, one (1) academic department representative, and two (2) one (1) representatives from the appropriate overseeing University representatives office. The University and the Union shall jointly agree upon the ASEs to be appointed as trainers.

**25.4.3.** The overseeing office will be responsible for supervision of the program and ASE employees.

**25.4.4.** Preference shall be given to candidates who can commit to at least one academic year.

## **25.5. Joint Training Initiative**

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

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

## **25.6. Delivery of Training**

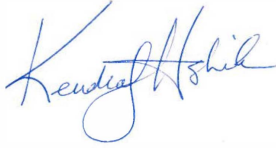
**25.6.1.** The University will ~~require~~ offer all incoming ASEs the opportunity to attend an EPIC training during the academic year of their initial hire date. ASEs beyond their first year may participate in the training as space is available.

**25.6.2.** ~~An additional t~~Two (2) additional trainings will be conducted during the academic year each Fall for ASE stewards and union elected leaders.

**25.6.3.** Additional trainings may be held at the Department or Hiring Unit level when enough participants register and peer trainers are available. ASEs may also join sessions for other departments when space allows.

## **25.7. Training Size**

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



For WSU: \_\_\_\_\_  
Date: 12-22-2023

For UAW: David Parsons  
Date: 12/18/2023

*Marissa Parker*

*Yiran Guo*

*Ninh Khuu*

*Acacia Patterson*

## Article 26: Accommodations

### 26.1. General Provisions

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

### 26.2. ~~Medical documentation or diagnosis/verification of disability~~

~~26.2.1. 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.~~

~~26.2.2. When requested by the University, the ASE is responsible for providing the appropriate office (Disability Services) with medical documentation identifying functional limitations and how such limitations affect the ASE's ability to perform the functions of their job. See Appendix A and B for documentation forms.~~

### 26.23. ~~The i~~Interactive p~~rocess of accommodations~~

~~26.23.1. An ASE who believes they may be in need of an employment accommodation is expected to notify their supervisor, department or appropriate University office to request reasonable accommodations, as soon as they become aware of the need.~~

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

~~26.23.2. Timeline: Within one week seven (7) business days of the request for reasonable accommodations, disclosure of disability, the u~~University must respond to will acknowledge the request by notifying the ASE, thus initiating~~g~~ the interactive process. Throughout the interactive process, the uUniversity and ASE will engage in reasonably



timely communications, taking into consideration the ASE's unique circumstance disabilities, consisting of responses within no more than a week.

~~26.23.3.~~ During the interactive process, the University considers information related to: the essential functions of the job, the ASE's functional limitations and/or unique circumstances; possible accommodations; and issues related to the implementation of a reasonable accommodation. This information will be used by the University to determine the type of reasonable accommodation(s) that may will be made-offered and the implementation process. If possible, the University will present multiple options for the ASE to consider, and the ASE will determine which accommodation(s), if any, will be implemented.

~~26.23.4.~~ ASEs may bring involve a support person to assist in the interactive process meeting, which may include a union representative.

#### **~~26.34:~~ Temporary ~~w~~Work ~~a~~Adjustment**

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

#### **26.4: Disability-Related Accommodations**

26.4.1. 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.

##### **26.4.2 To qualify for disability related reasonable accommodation**

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

~~26.4.3~~26.4.3 The University will work with ASEs to determine if reasonable accommodations may be granted, reasonable accommodation-based on supporting documentation an ASE's history or record of a disability or of disability-related workplace accommodations with a previous employer in a previous work environment.

**26.4.3. Application:** If an ASE is unsure whether they qualify for formal accommodation as outlined above, they are encouraged to contact the appropriate office (Disability Services) to apply for, or seek resources related to accommodations, oras remedies options that may be available to them beyond the formal process. The ASE is responsible for providing the appropriate office (Disability Services) with documentation, if requested by the University, establishing a disability as outlined in 26.4.2+, identifying the ASE's functional limitations, and describing how such limitations affect the ASE's ability to perform the functions of their job.

Commented [WK1]: UAW - I noted this was not tracked or mentioned. I have returned to accurate subsection

**26.4.4.** 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.

#### **26.5: Safety-related disability accommodations**

**26.5.1.** The University will not require nor will an ASE work in an environment that may exacerbate or worsen, or increase the risk of exacerbating or worsening, their disability or health condition.

**26.5.2.** For ASEs with a disability or other health condition, the University will provide job-related furniture and equipment that creates a safe work environment. The University shall make reasonable efforts to maintain safe and accessible working conditions in the workplace including, but not limited to, equipment required to carry out assigned duties, such as personal protective equipment, if requested by an ASE.

#### **26.56 Pregnancy and Postnatal-related accommodations and supports**

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

**26.5.2** In reasonable proximity to the lactating parent's work location, ASEs shall have access to spaces other than a bathroom, for the purpose of expressing and storing breast milk which will be clean and private (locked and with no view in from the outside), clean, and quiet room equipped with a table, comfortable chair seating, and electrical outlet, sink or sink nearby, dish soap, and other supplies for the cleaning and care of pumping equipment alongside adequate space to store a pump, and an insulated food container (e.g., refrigerator).

**26.56.2** If no such designated space exists in reasonable proximity to an ASE's work location, the department will designate an appropriate temporary space that meets the above criteria; University will work with the ASE to identify a convenient location, which is not open to the general public, for the purpose of expressing and storing breast milk.

~~26.56.23~~ The University will allow adequate time for an ASE to express breast milk and, if requested by the ASE, the University will allow the following as an accommodation: (1) provide more frequent, longer, or flexible restroom breaks, (2) modify a no food or drink policy to allow for breaks to eating/ or drinking, (3) provide seating or allowing the employee to sit more frequently if their job requires them to stand, and (4) limit lifting work-related lifting demands to not over 17 pounds or less without the need to provide written certification from a health care provider.

~~26.56.34~~ 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). ~~The parties may add lactation stations to this webpage periodically, which will be discussed at the request of either party.~~ These lactation stations will be available to all ASEs. ~~The website address for the lactation stations will be included in ASE appointment letters.~~ As of the effective date of this Agreement, the website address is: <https://access.wsu.edu/lactation-rooms/>. Any ASE may submit contact the ADA coordinator at any time to notify them of an update to the information contained on the site at any time.

~~26.56.45~~ In addition, a pregnant ASE employee may request other workplace accommodation(s), including, but not limited to: (1) ~~J~~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) ~~P~~providing for a temporary transfer to a less strenuous or less hazardous position, (3) ~~S~~scheduling flexibility for prenatal visits. The University may request the ASE seek documentation from a health care provider outlining the need for accommodation.

**26.67: Domestic ~~v~~Violence, ~~s~~Sexual ~~a~~Assault, and ~~s~~Stalking ~~s~~Safety ~~a~~Accommodations**

~~26.6.1~~ An ASE may request ~~a~~ reasonable safety accommodation in response to actual or threatened, or perceived if the employee is a victim, or perceived victim, of domestic violence, sexual assault or stalking. A safety accommodation must be equitable and voluntarily accepted by the employee. The University will consider the personal preference of an ASE when implementing safety accommodations. ~~The university may implement safety accommodations not voluntarily accepted by an ASE in instances where obtaining voluntary consent would pose a direct or immediate threat to others at the university.~~ Safety accommodations are intended to preserve an ASE's access to their work or education, and may include, but ~~are~~is not limited to: ~~A~~ (1) transfer, reassignment, and modified schedule ~~A~~ (1) transfer, reassignment, and modified schedule. ~~B.~~ (2) ~~C~~changed work telephone number, changed work email address, and changed workstation, ~~C.~~ (3) ~~I~~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.

26.6.2. The University may request accommodations be supported by documentation. Appropriate documentation can include: (1) police reports or court documents, (2) an employee's written statement, (3) a statement from a provider, clergy, attorney, or advocate. The University may implement interim safety accommodations prior to receipt of supporting documentation.



For WSU: \_\_\_\_\_  
Date: 12-11-2023



For UAW: \_\_\_\_\_  
Date: 12/18/2023

*Marissa Parker*

*Yiran Guo*

*Ninh Khuu*

*Acacia Patterson*

*Beatrice Caffé*

*Priyanka Bushana*

## Article 27: Immigration

### 27.1. Immigration Support

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

a. The University will present an annual workshop providing resources for ASEs related to visa and immigration options. ~~international students. The University and the Union shall jointly host workshops twice a year with immigration attorneys on visa and immigration options for Academic Student Employees.~~ The University and the Union shall collaborate to ensure that such workshops contain information relevant to ASEs.

b. ~~University International Offices shall maintain a list of attorneys and agencies for referral if an ASE has a complex immigration issue or if the ASE is in need of immigration advice that is not related to their academic and/or employment relationship with the University.~~

**27.1.2** ~~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 ASE while the ASE is working on the University's premises and in the University's employ. In the event that the University is served with a validly executed Search or Arrest warrant, the University shall request that arrange for any questioning of ASEs at University facilities to occur in as private a setting as possible in the workplace. The University will notice Union if the University learns of an immigration investigation regarding an ASE., the University will notify the ASE of their right to consent to sharing this information with the Union.~~

**27.1.3** The University shall ~~grant work with ASEs leave time, when given one weeks' prior notice to attend to accommodate~~ any appointments and/or hearings with respect to immigration or citizenship status of the employee, spouse, domestic partner, child, or parent. These accommodations may include granting leave time.

**27.1.4** ~~All fees associated with applying for or renewing a visa will be paid or reimbursed by the University on behalf of ASEs. These costs include but are not limited to filing/consular fees including any additional required documentation, travel from/to the consulate for appointments, meals, and accommodation for the duration of the visa~~

interview and stamp processing, if required. If an ASE needs a visa in order to perform a specific duty that is part of their work assignment during the term of their employment, then all fees associated with applying for or renewing that visa will be paid or reimbursed by the University.

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

## **27.2 Work Authorization**

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

~~**27.2.2** The University will make whole any ASE who suffers a loss due to the University's failure to process work authorization paperwork.~~

~~**27.2.3** In cases where an ASE is unable to return to the United States as a result of their immigration status, and for reasons outside of their reasonable control (e.g., administrative processing), the University shall undertake reasonable efforts to arrange for the ASE to perform their duties outside the U.S. until such time as either the ASE can no longer work effectively by remote or is not making sufficient academic progress to maintain student (and thus ASE) status.~~

**27.2.4** If an ASE is unable to return to the United States as a result of their immigration status or for reasons outside of their reasonable control (e.g., administrative processing), and/or the University is not able to lawfully employ or continue to employ an ASE as a result of the ASE's immigration status, the University agrees to meet with the ASE and their Union representatives to initiate discuss potential re-employment into their prior position or another position if they re-establish eligibility for employment. their previous position is unavailable. The University agrees to make reasonable efforts to re-employ the ASE as soon as possible after that person obtains work authorization or immigration status that lawfully permits them to work as an ASE.

~~**27.2.5** The University will provide a copy of this Section of the Agreement to any ASE who is terminated because they are not authorized to work in the United States of America.~~

## **27.3 English Proficiency**

**27.3.1** The oral English proficiency test will be administered by the University at no cost to ASEs. Information about this test and the University's policy regarding spoken English proficiency shall be made available on each campus unit website. In addition, all

incoming international students who have instructional responsibilities will be notified of the policy upon their arrival on campus.

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

~~**27.4** Should any change in laws or regulations relevant to these procedures, including but not limited to repeal of DACA, rescinding of TPS, travel bans, or any other change in immigration law or regulations, or a court ruling that sets forth any new interpretation pertaining to these procedures occur, then, at the union's request, the parties shall meet, in accordance with section E below, to determine whether any adjustments to these procedures are necessary to comply with the new legal requirements.~~

~~**27.5 Union Management Committee**—the University and the UAW shall use Union-Management meetings to discuss issues arising from this article.~~

**27.64 Housing Support.** In the event that an international ASE who is relocating to the U.S to work for the University is unable to secure affordable accommodation, the University shall provide temporary on-campus housing (or a suitable equivalent) at all of its campuses for a period of one month, the cost of which shall not exceed 30% of the ASE's income. In the event that the housing provided is off campus, the university shall reimburse the ASE for the full cost of the temporary housing. If an international ASE is relocating to the U.S. to work for the University, The University will provide guidance and resources regarding available to the ASE with regards to housing options to international students relocating to the U.S.

For WSU: \_\_\_\_\_  
Date: 11-16-2023

For UAW: \_\_\_\_\_  
Date: 12/18/2023

*Marissa Parker*

*Yiran Guo*

*Ninh Khuu*

*Acacia Patterson*

*Beatrice Caffé*

## Article 28. Leaves

### 28.1. Long-term leave

~~28.1.1 ASEs who do not qualify for Washington state's Paid Family and Medical Leave shall be eligible for up to eight (8) twelve (12) sixteen (16) weeks of paid leave per academic year pursuant to the conditions listed in 28.1.2.~~

~~28.1.2 Upon request from an ASE and subject to the provisions of this Article, the University will grant an ASE's reasonable request for long-term leave due to:~~

- ~~a. The ASE's serious health condition, or to care for a family member of the ASE, as defined in 28.2, who has a serious health condition;~~
- ~~b. To care for and bond with a newborn child or a child placed with the ASE for adoption or foster care, provided that the leave is taken within twelve months of the birth or placement of the child with the ASE. If both parents or caregivers are ASEs, both are eligible for leave;~~
- ~~c. Pregnancy, childbirth, or related medical conditions for the period prior to, during, and after childbirth;~~
- ~~d. Family member's military deployment or service-related injury;~~
- ~~e. Loss of a child.~~

~~28.1.3 During their leave and after they return, ASEs shall maintain the wages, benefits, fee waivers, and tuition waivers outlined in their appointment letter.~~

### ~~28.12 Definition of a Family Member~~

~~Family member is defined as employee's parent, partner or spouse, child, grandparent, grandchild, sibling, the family members of their current partner or other family members through marriage (e.g. stepsiblings, stepparents), and an individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person and/or child in custody of or residing in the home of the employee, and any relationship as defined in Paid Family & Medical Leaves definition of family member in RCW 50A.05.010(11). Household members are defined as persons who reside in the same home.~~

### ~~28.23. Short-term and Sick Leave~~

~~28.3.1 A salaried ASE whose appointment is 50% FTE for the academic year (fall and spring) or longer will receive thirty-sixforty (40 (36)) thirty-six (36) 56 hours of paid sick leave per year awarded annually at the start of each appointment period. An eligible ASE will be awarded sick leave on the effective date of the appointment. The amount of paid~~

**Commented [WK1]:** Numbering to be updated/formatted at TA



leave will be prorated for salaried ASEs with appointments other than 50% FTE and/or appointment lengths other than an academic year.

~~28.23.2.~~ The accrual rate for hourly ASEs will be one (1) hour for every forty (40) ~~40~~ hours worked (~~0.1 per hour~~). Sick leave accrues at the end of the month and is available for use the following month.

~~28.23.3~~ ASEs will be allowed to use this leave at their discretion. ~~Sick leave/time off may be used only for:~~

- A. The employee's mental or physical illness, disability, injury, or health condition that has incapacitated the employee from performing required duties; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.
- B. By reason of exposure of the employee to a contagious disease when the employee's presence at work would jeopardize the health of others.
- C. To allow an employee to provide care for a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or care for a family member who needs preventive medical care. "Family member" is defined in 28.2 means any of the following: Child - This may include a biological, adopted, or foster child, stepchild, or child for whom the employee is legally responsible for; Parent - This may include the employee's biological, adoptive, or foster parent, their stepparent, or someone who was their legal guardian or their spouse or registered domestic partner – or a person who was legally responsible for you when the employee was a minor; Spouse; Registered domestic partner; Grandparent; Grandchild; and Sibling.
- ~~C-D.~~ When an employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- ~~D-E.~~ For bereavement or condolence.
- ~~E-F.~~ When an employee requests to use sick leave for the purpose of parental leave to bond with a newborn, adoptive, or foster child. Sick leave for this purpose must be taken during the first year following the child's birth or placement.
- ~~F-G.~~ For reasons related to domestic violence, sexual assault or stalking that affect the employee, the employee's family member or a person with whom the employee has a dating relationship.
- ~~G-H.~~ To provide emergency child care for the employee's child.

~~28.23.4~~ Once awarded, sick time off is available for use immediately. All sick time off requests must be submitted according to departmental procedures, which shall be described in departmental websites. Unused sick time off is not paid at separation, is not eligible for shared leave donation and, for salaried ASEs, expires at the end of each annual appointment period. ~~If~~

~~an ASE is re-hired within twelve months of their previous appointment, their unused paid sick leave will be reinstated.~~

### **28.3 Short-Term Pregnancy/Parental Leave**

28.3.1 The Short-Term Pregnancy/Parental Leave plan provides eligible salaried ASE up to ~~five~~ ~~six (56)~~ ~~six (6)~~ consecutive weeks of paid leave for the period directly before or after the birth, or adoption of a child.

28.3.2 Eligible ASEs may utilize any combination of awarded sick leave or vacation leave Article XX to extend their short-term Pregnancy/Parental Leave.

28.3.3 If an eligible ASE~~s~~ is approved for leave without pay as identified in 28.X4, the up to twelve (12) weeks eligibility runs concurrently with any approved leave under this section.

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

### **28.4. Unpaid Leave without Pay**

~~Unpaid~~ Leave without pay may be granted for periods beyond the terms of paid leaves provided by this Article at the sole discretion of the Department or Hiring Unit in 28.1. These leaves may be paid (in whole or in part) for reasons as defined in 28.1 and at the sole discretion of the Department or Hiring Unit. An ASE whose appointment is 50% FTE for one academic year or longer who is approved for leave without pay for a reason described in Section 28.X3.3 (A) and (B), will continue to receive University-provided health insurance coverage for ~~shall be eligible to use up to twelve (12) nineteen (19) weeks of unpaid leave. , during which the University shall provide health insurance coverage, for circumstances identified in 28.1~~ For ASEs who are employed for fewer than two semesters, the amount of unpaid leave will be prorated.

### **28.5. Bereavement Leave**

The University will grant an ASE bereavement leave due to the death of a family member (as defined in 28.2), significant person in the ASE's life, or pet. The period of leave for bereavement shall be up to ~~five (5) ten (10)~~ calendar days per occurrence. Nothing in this Section shall preclude Departments or Hiring Units from granting a longer period of paid bereavement leave when they determine the need to do so.

### **28.5 28.6. Military Leave**

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

**28.6 28.7 Jury Duty**

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

**28.8. Internship Leave**

~~While on internship leave, as defined by WSU Graduate School Policies and Procedures 5A7, ASEs shall retain their student health insurance coverage.~~

**28.7 28.9. Child Care Emergency**

A child care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency child care requirements such as unexpected absence of regular care provider, unexpected closure of the child's school, or unexpected need to pick up a child at school earlier than normal. ASEs ~~shall be authorized to~~ may use vacation time off paid short term and sick leave (as specified in ~~28.2-X (C), (D), and (H)~~ above) for child care emergencies.

**28.8 28.10. Request for Leave and Coverage**

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

**28.9 28.11 Leave Without Pay for Reasons of Faith or Conscience**

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

**28.9.1 28.11.1** Leave without pay will be granted for up to two (2) workdays per calendar year for reasons of faith and/or conscience and/or an organized activity conducted under the auspices of a religious denomination, church (or other religious organization), or other organizations of conscience.

**28.9.2 28.11.2** ~~The Employer will allow an~~ Eligible employees may to use a personal holiday (if eligible per Article 8.3), or vacation time off leave in lieu of leave without pay. All requests to use a personal holiday or vacation time off leave for this purpose must indicate that the leave is being used in lieu of leave without pay for a reason of faith or conscience.

**28.9.3 28.11.3** Employees will only be required to identify that the request for leave is for a reason of faith or conscience.

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January 16, 2024  
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28.X The University will determine the method of leave/time off tracking.

~~28.10 28.12 Leaves beyond those specified in this article may be paid (in whole or in part) for reasons as defined in 28.2 and 28.31 and at the sole discretion of the Department or Hiring Unit.~~



For WSU: \_\_\_\_\_  
Date: January 17, 2024

For UAW: *David Parsons*  
Date: 01/17/2024

*Yiran Guo*

*Beatrice Caffé*      *Marissa Parker*

*Gavin Doyle*      *Acacia Patterson*

## Article 29: Workload

### 29.1

At the time of appointment, the University will inform the ASE of the percentage FTE of their appointment or, for hourly employees, the anticipated hours ~~expectation~~ of their appointment. ~~Assigned workload is measured by how many hours the University could reasonably expect an ASE to take to satisfactorily complete the work assigned so as to maintain excellence in teaching, research, and service.~~

### 29.2 Assistantship

ASEs with a 50% FTE appointment ~~will not be required to work for more than 340 hours per semester.~~ ASEs with a 50% FTE appointment shall not be required to work more than an average of twenty (20) hours a week in a given semester/term, and shall not exceed thirty (30) hours in a given week except by the ASE's consent. Alternate percentage appointments will be directly proportional to the 50% FTE appointment in relationship to workload per week, ~~and per semester.~~

### 29.3 Hourly

- A. Hourly ASEs will not be required to work more hours than specified in the appointment letter, or to work any hours for which they are not paid. Assigned workloads shall not exceed forty (40) hours in any one week, or more than eight (8) hours in any one day without prior ASE consent.
- B. Tutors shall be guaranteed payid for the entirety of any pre-scheduled tutoring timeslot.
- C. Hourly ASEs who participate in any training and job-specific orientation that is required as a condition of their employment shall be paid at their normal hourly rate.

### 29.4

Any work assignment, prep work, training, job-specific orientation, required meetings, required conferences, and tutee no-shows ~~(including duties that occur outside of the academic term)~~ shall be included in the total workload for the semester/term. Holidays and approved time off reduce the expected average twenty (20) hours per week work expectation. The use of paid sick time off per Article XX during the semester/term is included in the total workload of 340 hours per semester/term. The 340-hour workload expectation will not be reduced by holidays (including personal holidays) or the use of paid vacation time off.

### 29.5

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

### 29.6

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

**29.7**

~~The Union-Management Committee will be empowered to discuss issues relating to workload, can be addressed in the Union-Management meetings, including but not limited to class size and the criteria and decision process governing the hiring, work assignments, evaluation, and reappointment of ASEs.~~

**29.8**

~~Alleged violations of daily, weekly or semester maximum number of hours is subject to the grievance/arbitration procedure as modified by the expedited process below:~~

- ~~a. If an ASE is going to exceed the daily, weekly or semester maximum number of hours of their appointment, the University shall offer to either increase the ASE's appointment percentage to be consistent with the number of hours the ASE will work and/or modify the ASE's work assignment such that the number of hours worked will be consistent with the ASE's appointment percentage and workload limits.~~
- ~~b. If the grievance is not resolved within 3 days, the UAW may submit the grievance directly to arbitration for an expedited hearing.~~
- ~~c. Such Expedited arbitration hearings shall be held on a mutually agreeable date, within as close to fourteen (14) calendar days from the date of the arbitration submission as possible. Such arbitrations concerning this section shall be conducted in a one-day hearing including closing statements, without court reporter's transcripts or post-hearing briefs. The arbitrator shall provide a bench decision which becomes effective immediately and provide a written opinion and award.~~

1



For WSU: \_\_\_\_\_

Date: 12/22/2023



For UAW: \_\_\_\_\_

Date: 12/18/2023

*Marissa Parker*

*Yiran Guo*

*Ninh Khuu*

*Acacia Patterson*

*Beatrice Caffé*

## Article 30. Vacation

### 30.1 Vacation Time Off

**30.1.1** Salaried ASEs with a 50% FTE ~~twelve-~~ nine (9) month appointment will receive a minimum of ~~twelve (12)~~ workdays per semester of paid vacation time off, for ~~a total of forty-eight (48)~~ 12-month minimum award of fifty-six (56) ~~seventy-six (76)~~ hours ~~twenty-four (24)~~ workdays of paid vacation time off during a nine (9) month each semester ~~semester nine (9) month~~ appointment period.

**30.1.2** An ASE with an appointment of less than 50% FTE and/or of different less duration than nine (9) months ~~twelve months~~ shall have vacation time off prorated based on their FTE and appointment length.

**30.1.3** ~~For the purposes of this article, a "day" means the ASE's regular workday.~~

**30.1.34** Salaried ASEs will be awarded vacation time off on the effective date of the ir appointment.

**30.1.45** Hourly employees are not eligible for paid vacation time off.

### 30.2 Vacation usage

**30.2.1** There will be no reduction in pay or benefits for vacation time off.

**30.2.2** Vacation time off does not expire until the end of the annual appointment period. Unused vacation time off is not paid at separation and is not eligible for shared leave donation.

**30.2.3** Vacation time off ~~it~~ is available for ASEs who move in and out of represented positions within an annual appointment period so long as they are within the bargaining unit described herein.

**30.2.34** ~~Approved absences of less than one day do not require the use of paid time off.~~ Unless otherwise approved, vacation time off must be used in four-hour increments.

**30.2.45** ~~ASEs will give written notice to their supervisors in advance of scheduled vacation time.~~ Vacation time off shall be taken during academic semester breaks, or as otherwise mutually agreed by the ASE and their supervisor.

**30.2.56** ~~ASEs will give written notice to their supervisors in advance of requested vacation time.~~ All vacation time off requests must be submitted and approved according to departmental policy. The University will determine the method of time off tracking.



For WSU: \_\_\_\_\_  
Date: January 17, 2024

For UAW: David Parsons  
Date: 01/17/2024

*Gavin Doyle*      *Marissa Parker*

*Yiran Guo*      *Ninh Khuu*      *Acacia Patterson*

*Beatrice Caffé*

**Article 32 No Strikes, No Lockouts**

32.1 Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform their assigned duties.

32.2 Nothing in this Agreement permits or grants the University the right to lock out employees.



For WSU: \_\_\_\_\_  
Date: January 17, 2024

For UAW: *David Parsons*  
Date: 01/17/2024

*Miran Guo*

*Beatrice Caffé*

*Marissa Parker*

*Gavin Doyle*

*Acacia Patterson*



Article 33: Health Insurance

33.1 ~~Both parties agree that the m~~Medical, dental and vision benefits will be based on the plan design as attached in Appendix XX ~~4~~. Agree to place final insurance benefits information in Appendix of Contract once a decision is made

33.2 The University will provide the Union with utilization reports as they become available.  
~~monthly.~~

33.3

33.3.1 The University and Union parties will meet in Fall, Spring, and Summer  
~~December, March, and June~~ of each year to discuss the status of the insurance plan, including an annual review of the plan, experience summary reports, plan census information, and trend information. Pertinent information shall not include proprietary data or formulas and such information is not relevant or necessary.

33.3.2 At the Fall ~~December~~ meeting, the University and Union parties will discuss whether to automatically renew the plan or initiate a Request for Proposals (RFP). The University may automatically renew the plan annually if the plan benefits do not change with prior notice to Union. The final determination will be made by the University. If the University initiates an RFP to determine the plan insurer, the University will begin work immediately, with input from the Union. The University will provide the Union with the renewal plan documents and related filings with the Washington State OIC.

33.3.3 The University agrees to provide up to 4-four (4) hours of paid release time  
~~(including travel) for up to four (4) ASEs to one ASE per campus/REC~~ for the purpose of attending systemwide meetings.

33.4 The Student Health Insurance Advisory Board (SHIAB) shall be continued to discuss quality, administrative, and service matters pertaining to the insurance plan, and shall include one union representative.

33.5 Current insurance program eligibility standards shall be continued. All eligible ASEs ~~with an appointment of 0.05 FTE or greater who do not qualify for PEBB benefits~~ shall receive 100% premium for the University-sponsored student health insurance plan. In the event premiums increase, the University will continue to provide 100% premium remissions to eligible ASEs.

33.6 An ASE who is eligible to receive a health insurance premium remission through an ASE appointment is responsible for -also eligible to receive 65% 75% 100% the premium remission

for any their child dependent(s) on their plan. if the ASE's income exceeds the designated Apple Health threshold.

33.7 An ASE who is eligible ASE to receive a health insurance premium remission through at least one semester of the academic year is also eligible to receive 100% premium remission for the summer term. appointed and eligible for health insurance who during spring semester (January 1 – May 15) is enrolled in health insurance is automatically provided health insurance during the summer semester (May 16 – August 15).



For WSU: \_\_\_\_\_  
Date: 12-14-2023



For UAW: \_\_\_\_\_  
Date: 12/18/2023

*Marissa Parker*

*Yiran Guo    Ninh Khuu    Acacia Patterson*

*Beatrice Caffé*

**Article 34: Wages**

This proposal is part of a “what if” comprehensive package proposal for a CBA running through August 15, 2026.

**34.1. Assistantship Salary Tables Minimum Rates**

**34.1.1 Assistantship Salary Tables**

Effective April 1, 2024, the first full monthly pay period occurring no more than ninety (90) calendar days from ratification, the University shall implement the following wage adjustments the minimum salary step applicable to ASE assistantship positions shall be increased as follows:

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

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

<b>Effective August 16, 2024</b>						
	<b>Admitted to Master’s Program</b>		<b>Admitted to Doctoral Program (Nearest step for Master’s Program at location + 5%)</b>		<b>Doctoral Candidate (Nearest step for Admitted to Doctoral Program at location + 5%)</b>	
<b>Location</b>	<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>
<u>Pullman</u>	59	2,318.50	64	2,437.00	69	2,561.00
<u>Spokane, Prosser, Tri-Cities</u>	66	2,485.50	71	2,612.00	76	2,747.50
<u>Wenatchee</u>	66	2,485.50	71	2,612.00	76	2,747.50
<u>Mt. Vernon</u>	73	2,664.50	78	2,800.00	83	2,945.50

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Puyallup	73	2,664.50	78	2,800.00	83	2,945.50
Vancouver/Everett	84	2,974.00	89	3,124.00	94	3,284.50

**34.2 Assistantship Standard Qualification Levels**

**34.2.1** Effective August 16, 2024, ASEs are eligible to receive pay increases in accordance with table in 34.1.1. For each step an ASE moves up in the experience categories identified in XXX, there will be a 5% increase in salary. - The increase takes effect on August 16, if qualification level is achieved in the spring or summer term, and on January 1, if achieved in the fall term.

~~34.2.2 ASEs who meet the standard qualifications described above and who are assigned to teach their own courses shall be paid at the candidate rate.~~

**34.2.32** ASEs shall be appointed to the highest pay minimum classifications for which they are eligible based on Table 34.1.1 and 34.1.2 job duties, degree standing and experience. ASEs may be appointed to a higher pay classification at the discretion of the Department or Hiring Unit. The salary ranges for each experience category used by each Department or Hiring Unit shall be posted centrally on a University website and updated annually. In making promotional decisions, Departments and Hiring Units are encouraged to take an ASE’s job experience and performance into account as well as degree standing.

**34.3 Hourly Rates**

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

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

<u>Pullman</u>	<u>17.09</u>
<u>Spokane, Prosser, Tri-Cities</u>	<u>17.60</u>
<u>Wenatchee</u>	<u>17.60</u>
<u>Mt. Vernon</u>	<u>17.94</u>
<u>Puyallup</u>	<u>17.94</u>
<u>Vancouver/Everett</u>	<u>18.28</u>

**Tentative Agreement**

WSU Counterproposal – Wages

WSU Package Proposal 1-17-2024

January 17, 2024 1:42 a

Page 3 of 3

**34.4** Nothing in this Agreement is intended to limit the University’s right to provide compensation above the minimums established in this Article, in Table 1, and Table 2 and Table 3.

**34.5 Yearly Wage Increases**

**34.5.1** Effective ~~April 1, 2024, the first full monthly pay period occurring no more than ninety (90) calendar days from ratification,~~ any ASE whose pay is not increased by five (5) percent ~~6%~~ as a result of the adjustment to the minimums in ~~Table 1, and Table 2 and Table 3~~ Table 34.1.1XXX shall will receive an adjustment equalling a five (5) percent ~~6%~~ pay increase. ~~the University shall move all ASEs to the wage rates in Table 1 or increase their wage rate by 25%, whichever results in the greater increase.~~

**34.5.2** Effective ~~April~~ August 16, 202 ~~October 1, 2025~~ all salary ranges and hourly rates for ASEs will be increased by three (3) ~~four~~ percent.

~~5~~ September 1 and on April 1 of each subsequent year of this agreement;

a. ~~The minimums applicable to salaried and hourly shall be increased by 468%~~

b. ~~Any ASE whose pay is not increased by 468% as a result of the adjustment to the minimums in Table 1, and Table 2 and Table 3 shall receive an adjustment equalling a 468% pay increase~~

**34.6** The parties recognize that certain funding agencies do not allow tuition to be charged to the agency grant or contract. In such cases, the University may compensate the ASE at a pay rate equal to the appropriate salary level plus the operating fee portion of tuition. The ASE will be responsible for payment of tuition to the University.

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



For WSU: \_\_\_\_\_  
Date: January 17, 2024



For UAW: \_\_\_\_\_  
Date: 01/17/2024

*Acacia Patterson*

*Beatrice Caffé*

*Priyanka Bushana Yiran Guo*

*Gavin Doyle*

*Marissa Parker*

**Article 35. Job Titles and Classifications**

*[While the following may be modified pursuant to PERC’s Final Certification of the bargaining unit in PERC Case No. 135073-E-22, they otherwise reflect agreement by the parties on the Titles/Classifications, Job Duties, and Standard Qualifications]*

**35.1** ~~Effective September 1, 2023~~, ASEs will be placed into titles based on the nature of job duties and qualifications as follows:

<b>Title/Pay Classification</b>	<b>Job Duties</b>	<b>Standard Qualifications</b>
<del>Reader</del>	<del>Non-teaching / research academic assistance for assigned university level courses.</del>	<del>Undergraduate or Graduate Student</del>
<del>Grader</del>	<del>Non-teaching / research academic assistance for university level courses.</del>	<del>Undergraduate or Graduate Student</del>
<del>Tutor</del>	<del>Tutoring for university level students</del>	<del>Undergraduate or Graduate Student</del>
Teaching Assistant - Undergraduate	<u>Teaching or serving as a teaching assistant. The TA may assist faculty in teaching courses and labs, grading examinations, problem sets, or lab assignments, setting up displays for lectures and labs, or preparing or maintaining laboratory equipment.</u>	Undergraduate Student

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

<u>Graduate Veterinary Assistant</u> – <del>Graduate</del>	Clinical Work and Research	Graduate Student
<u>Graduate Project Assistant</u> – <del>Graduate</del>	Research and Academic Assistance	Graduate Student
<u>Graduate Summer Teaching Assistant</u>	<u>Teaching during the summer</u>	<u>Graduate Student</u>
<u>Graduate Summer Research Assistant</u>	<u>Research during the summer</u>	<u>Graduate Student</u>
<u>Graduate Summer Staff Assistant</u>	<u>Non-teaching/research academic assistance during the summer.</u>	<u>Graduate Student</u>
<u>Graduate Summer Work</u>	<u>Teaching, researching or other during the summer</u>	<u>Graduate Student</u>
<u>Graduate Summer Work - Hourly</u>	<u>Teaching, researching or other during the summer</u>	<u>Graduate Student</u>

**35.25** As soon as practicable, the University and the Union will review and reconcile ASEs who are currently performing bargaining unit work, classified in titles other than those listed in this article, and may be reclassified into the bargaining unit job titles in 35.1 above. Nothing prevents the parties from mutually agreeing to new titles.





For WSU: \_\_\_\_\_  
Date: 12-14-2023

For UAW: *David Parsons* \_\_\_\_\_  
Date: 12/18/2023

*Miran Guo    Ninh Khuu    Acacia Patterson*  
*Beatrice Caffé*

### Article 36. Fees and Tuition Waivers

~~36.1 ASEs will receive a waiver for all tuition and fees.~~

36.1 ASEs with an assistantship appointments equal to or greater than 50% FTE will continue to receive a waiver for the operating fee and non-resident tuition (if applicable).

36.2 Effective August 16, 2025, ASEs with an assistantship appointments equal to or greater than 50% FTE will also receive a waiver for the building fee.

36.2 ASEs shall receive waivers for the following fees where applicable:

~~36.2.1 Pullman and RECs:~~

- ~~● SRC Fee~~
- ~~● Health Fee~~
- ~~● Transit Fee~~
- ~~● Stadium Fee~~
- ~~● CUB Fee~~
- ~~● Technology Fee~~
- ~~● Chinook Fee~~

~~36.2.2 Spokane:~~

- ~~● Health Fee~~

~~36.2.23 Tri Cities:~~

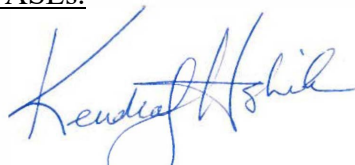
- ~~● Student Union Fee~~
- ~~● Safety & Transportation Fee~~

~~36.2.34 Vancouver:~~

- ~~● Technology Fee~~

~~36.2.45 International Student Orientation Fee~~

36.3 In the event there are any newly created student fees during the life of the contract, the union shall be given notice and the opportunity to bargain over the impacts waived or remitted for all ASEs.



For WSU: \_\_\_\_\_  
Date: January 17, 2024

For UAW: *David Parsons*  
Date: 01/17/2024

*Beatrice Caffé*

*Yiran Guo*

*Gavin Doyle*

*Priyanka Bushana*

*Acacia Patterson*

### Article 37: Child and Dependent Care

37.1. ASEs will continue to be eligible to apply for the Childcare Subsidy Program (Spokane) or any other WSU Child or Dependent care subsidy program, which provides eligible student parents with direct financial assistance to cover basic child and dependent care costs.

37.2. ~~The Union and University will meet to discuss the development of a program which will allow~~ ~~In addition, a~~ ~~All-eligible ASEs shall~~ ~~may to~~ ~~apply to~~ receive the following subsidy for Child or Dependent care expenses incurred during the ASE's appointment period:

- a. Fall Semester: ~~\$2,975~~ up to 2,025 ~~per child or dependent~~
- b. Spring Semester: ~~\$2,975~~ up to 2,025 ~~per child or dependent~~
- c. Summer Session: ~~\$2,975~~ up to 1,550 ~~per child or dependent~~
- d. An ASE is considered eligible if they have one or more dependents and have not already received an equivalent subsidy from this another childcare subsidy programs at WSU fund for the year.
- e. The University agrees to commit no more than \$101500,000 total per year for the purpose of ASE childcare expenses as outlined in (a) through (c).:

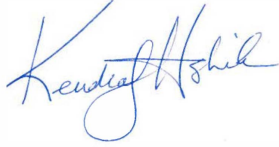
~~37.3 The program has an expected implementation date of August 16, 2024. 37.3. At the request of either party, the Union and the University will continue to meet and discuss, through the Union-Management Committee or through other means, Child and Dependent care-related improvements for ASE parents.~~

~~37.43. The University will identify dedicated personnel with the role of administering benefits provided under this Article, as well as providing support to ASEs who require assistance with Childcare or caring for Adult Dependents, both within and outside the university.~~

~~37.54. 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.~~

~~37.65. A joint Union-Management Taskforce shall be formed to further the goal of improving access to affordable on-site Childcare for ASEs. The Union retains the right to elect ASE representatives, with preference given to student parents and caregivers,~~

annually to this Childcare Advisory Taskforce. Participation in the taskforce will not be limited to bargaining unit members. This committee will be open to all employees at WSU.



For WSU: \_\_\_\_\_

Date: 12-22-2023

For UAW: David Parsons

Date: 12/18/2023

*Marissa Parker Bushana*

*Yiran Guo*

*Ninh Khuu*

*Acacia Patterson*

*Beatrice Caffé*

## Article 38. Summer Session

### 38.1 Non-registered ASEs

~~In Departments or Hiring units where non-registered graduate ASEs perform hourly bargaining unit work during Summer, the minimum hourly rates of payment shall be based on a 340 hour semester workload.~~

~~ASEs hired during the summer session will be paid at the same rate, or at a greater rate, than they were paid during the previous academic year.~~

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

38.1.1 Assistantships will be paid at or above the rate established by Article 34.

38.1.2 Hourly appointments will be paid at or above the minimum hourly rate established by Article 34.

38.1.3 Effective summer 2025, activity-based appointments will be paid at or above the equivalent hourly rate as established by the assistantship salary table in Article 34. Hiring units will determine the maximum hours per week permitted, which will be listed in the summer appointment letter.

### 38.2 Appointment Security

~~If an individual accepts appointment to an ASE position during the summer and the position offered is eliminated or reduced, the University shall notify the affected individual and the Union one month in advance. Furthermore, the University will ensure that the individual:~~

~~38.2.1 Is given an appointment in a bargaining unit classification and will be paid equivalent compensation to that of the original appointed position, or~~

~~38.2.2 Receives equivalent compensation in lieu of the position for the term of the appointment. For Hourly ASEs with an appointment period, equivalent compensation shall be for the number of hours in the appointment that were not completed. If the number of uncompleted hours for an Hourly ASE cannot be determined from the letter offering appointment or other correspondence, the ASE and the Department or Hiring Unit shall mutually agree upon the number of uncompleted hours based on the typical workload of appointees doing the same kind of work assignment. For purposes of this Article, the term appointment refers to the commitment made to the ASE in the appointment letter.~~

### 38.3 Summer Funding Opportunities Transparency

As soon as practicable, but no later than thirty (30) sixty (60) days before the commencement of each summer session, departments shall notify ASEs of all Summer Session ASE appointment

opportunities, including those that may be contingent appointments (e.g. if a class is not sufficiently enrolled), either by posting on the department or University website or announcing via an email listserv. Should new positions become available after the posting date, they shall be posted as soon as practicable within fourteen (14) calendar days. Notices will describe the work duties associated with the appointment, the anticipated hours or project, the manner in which compensation will be provided (salaried, ~~or~~ hourly or activity-based), the amount of expected compensation, a statement indicating that the position is covered by this collective bargaining agreement, and an employment non-discrimination statement, and any formal guidelines regarding hiring for and allocations of ASE positions. The notification shall contain the following information:

1. ~~The projected number of available ASE positions by department/hiring unit the University anticipates for the following Summer Session. This projection is not a guarantee of the actual number of ASE positions that will be available or filled.~~
2. ~~An employment non-discrimination statement.~~
3. ~~A general description of the duties performed by each of the classifications covered by the agreement.~~
4. ~~The “minimum qualifications” by classification as established by, and at the sole discretion of, the University.~~
5. ~~A statement indicating that exceptions to the minimum eligibility qualifications may be granted at the sole discretion of the University and The application procedures or hiring unit contact for ASE positions.~~
6. ~~Appointment % FTE (when applicable) or expected hours for hourly employees, salary and wage information, and information regarding health and other applicable benefits.~~
7. ~~A statement indicating that the position is covered by this collective bargaining agreement and the current collective bargaining contract website address.~~
8. ~~Effective dates and duration of appointment (when applicable)~~
9. ~~Any formal guidelines regarding hiring for and allocations of ASE positions~~

### **38.4 Workload**

**38.4.1** An ASE with a 50% assistantship appointment during summer session shall not be assigned a workload that exceeds an average of 20 hours per week. ASEs with a 50% FTE appointment for a twelve (12) week summer session shall not be assigned a workload that exceeds 240 hours for the term. ASEs shall not be assigned a workload that exceeds an average of 20 hours per week. will not be assigned to work more than eight (8) hours in any one day, and will not be expected to work more than five (5) days consecutively during their appointment. Assigned workload is measured by how many hours the University could reasonably expect an ASE to take to satisfactorily complete the work assigned. This provision shall apply

~~proportionately to other percent assistantships appointments and/or to summer assistantship appointments sessions of different lengths.~~

~~38.4.2 An ASE working as a reader, grader and/or Tutor shall be compensated on an hourly basis. Assigned workload is measured by how many hours the University could reasonably expect a Reader or Tutor to take to satisfactorily complete the work assigned. Readers, Special Readers and Tutors will not be assigned to work more than eight (8) hours in any one day and will not be expected to work more than five (5) days consecutively during their appointment.~~

~~38.4.3 The provisions of the workload section of this article are subject to the enforcement procedure as detailed in Article 32, Workload.~~

### 38.5 International Student Summer Funding

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

~~If an ASE in a bargaining unit position for one or more semesters in an academic year, and is unable to find employment during the summer pursuant to their visa or immigration status, the University will ensure that the individual is given a 50% 6 week ~~12 week~~ appointment in a bargaining unit classification, or receives equivalent compensation in lieu of a position.~~



For WSU: \_\_\_\_\_  
Date: 1-3-2024



For UAW: \_\_\_\_\_  
Date: 01/13/2024

*Miran Guo*

*Beatrice Caffé*

*Marissa Parker*

*Acacia Patterson*

**Article 39. Parking and Transit**

**39. 1. General Conditions**

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

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

**39.2 Public Transit Incentives**

**39.2.1 Transit Passes:**

The following transit passes will continue to be provided to ASEs at their respective location at which they are employed:

<b>Campus</b>	<b>Transit Agency</b>	<b>Pass</b>
WSU Pullman	Pullman Transit	Cougar Card
WSU Tri-Cities	Ben Franklin Transit	Cougar Card
WSU Spokane	Spokane Transit Authority	Cougar Card
WSU Wenatchee*	Link Transit	N/A
WSU Vancouver**	C-TRAN	Hop Card

\* zero-fare transit covered by Link Transit Board

\*\* free upon request for students <https://www.vancouver.wsu.edu/parking-services/alternative-commute-options>

The following transit passes will be provided at no cost to ASEs at their respective location at which they are employed:

<b>Campus</b>	<b>Transit Agency</b>	<b>Pass</b>
WSU Vancouver	C-TRAN	Hop Card
WSU Prosser	Ben Franklin Transit	FREEDOM Pass
WSU Mt. Vernon	Skagit Transit	TouchPass/Umo



Campus	Transit Agency	Pass
WSU Puyallup	Pierce Transit	PugetPass

**39.2.2 Transit Allowance:**

For any ASE at locations which are not listed in Section 39.2.1, WSU will provide ASEs with a transit allowance of \$50/month.

**39.23 39.5 Parking**

ASEs will receive the following parking benefits:

**39.5.1 Rates**

ASEs shall receive a 60% discount on all parking rates, including annual parking permits and hourly rated parking in parking lots and parking garages.

**39.5.1 39.5.2. Parking Pass Refunds**

Should an ASE no longer need their purchased parking permit, they will have access to a prorated refund for said permit through July 31st. This includes refunds for annual permits purchased via a pre-tax payroll deduction. ASEs will be refunded for any days in their permit for which parking access is affected by events such as game day parking.

**39.23.1 39.5.3 Parking and Transit Change Notice**

The University shall provide thirty (30) calendar days' advance written notice to the Union ASEs 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.

**39.23.2 39.5.4 Event Parking and Notification**

For parking access affected by events such as game days, ASE permit holders will be notified at least five (5) days one week 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:

**39.23.2.1 39.5.4.1** ASE permit holders may receive temporary access to any non-designated game day unimpacted non-hourly parking zones on a space available basis.

~~39.5.4.2~~ Should an ASE be mistakenly given a ticket on days affected by events, this ticket will be waived and no fee will be charged.

### ~~39.34~~ **39.7 University Transportation and Parking Task Force and Transit Advisory Group**

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

~~39.34.1~~ ~~39.7.1~~ Attendance at University Transportation Task Force ~~and Transit Advisory Group~~ meetings will be considered time worked if it occurs during the ASE's work hours.

~~39.3.2~~ ~~39.7.2~~ There will be a minimum of one monthly meeting for each ~~the University Transportation Task Force and Transit Advisory Group~~. At least 15 minutes of each meeting will be reserved to specifically address student concerns regarding parking and transit. Meetings must be rescheduled within the month if they are canceled. Agendas will be sent for review at least 24 hours prior to the meeting and meeting minutes will be sent to all representatives within a week of the meeting.

~~39.3.2~~ ~~39.7.3~~ The University will establish a University Transportation and Parking Task Force ~~and Transit Advisory Group~~ at any location which does not already have them.

### **39.45 Transit Advisory Group**

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

~~39.45.1~~ ~~39.8.1~~ Attendance at Transit Advisory Group meetings will be considered time worked if it occurs during the ASE's work hours.

~~39.8.2~~ There will be a minimum of one monthly meeting for each Transit Advisory Group. At least 15 minutes of each meeting will be reserved to specifically address student concerns regarding transit. Meetings must be rescheduled within the month if they are canceled. Agendas will be sent for review at least 24 hours prior to the meeting and meeting minutes will be sent to all representatives within a week of the meeting.

~~39.45.2~~ ~~39.8.3~~ The University will establish a Transit Advisory Group at any location which does not already have them.

### **39.3 E-bike or Electric Scooter Purchase Discount Program**

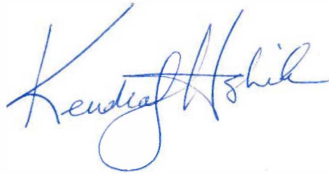
WSU will reimburse ASEs for the purchase, repair, improvement, and storage of bicycles, e-bikes, and electric scooters up to a maximum reimbursement of \$365 each calendar year.

### **39.4 Carpooling Benefits**

~~ASEs will have access to any carpooling or vanpooling assistance program provided by their physical campus location. In the case where carpooling or vanpooling assistance programs are not provided by the ASE's campus location, and in line with the University's stated commitment towards reducing traffic congestion and making a positive impact on the environment, the University shall offer the option for parking at a discounted rate (25% discount) to ASEs who commute to campuses and other University-affiliated sites with one or more additional University employees in their vehicle. Verification of eligibility for carpool rates can be determined by mutually agreed criteria. The criteria for eligibility may not be changed unless agreed to by both parties.~~

**39.6 Emergency Ride Home Program**

~~The University will establish or expand an existing emergency ride home programs that will to run 7 days per week to help ASEs who do not have access to a safe ride home. For locations which do not have an existing emergency ride home program, or where expanding existing programs to daily coverage is not feasible, ASEs will be provided \$100 per semester for emergency rides home.~~



For WSU: \_\_\_\_\_  
Date: 12-14-2023

*David Parsons*

For UAW: \_\_\_\_\_  
Date: 12/18/2023

*Yiran Guo*

*Ninh Khuu*

*Acacia Patterson*

*Beatrice Caffé*

## Article 42. Housing

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

### 42.2 WSU Housing

The University shall make available affordable WSU Housing for all employees, including family housing to accommodate spouses, domestic partners, and families. Rent for ASEs in WSU Housing shall not exceed 30% of the ASE's salary. The University will provide notice to the Union when it has determined how many affordable housing units will be made available for use by bargaining unit employees.

### 42.3 Annual Housing Assistance Payments

For any year in which there are not available units in WSU Housing for all bargaining unit employees, the University shall provide an annual subsidy to all ASEs who apply for but are unable to obtain university housing. This subsidy shall amount to the difference between the average one bedroom annual rental rate in an ASE's respective location at which they are employed and 30% of the ASE's salary.

### 42.4 Housing Committee

The Union retains the right to elect an ASE representative to the Living on Campus Advisory Council and the Housing and Dining Advisory Boards for the Pullman campus. The boards will meet at the request of either party.

Commented [WK1]: [Note: again, WSU management is unaware of this council]

At other campus and research and extension center locations, ~~t~~The parties agree to establish and/or maintain a Housing Committee which will meet up to twice a year at the request of either party to discuss housing issues and make recommendations to the University to address the housing needs of graduate students and ASEs. The Housing Committee will meet at the request of either party. There will be one Housing Committee for each campus and research extension center, to further the goal of improving access to affordable on-site housing for ASEs. The Union retains the right to elect ASE representatives to each committee.

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

### 42.5 Housing Safety Notification

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



For WSU:  
DATE: 12-6-2023



For UAW:  
DATE: 12/11/2023

*Gavin Doyle*     *Marissa Parker*

*Yiran Guo*     *Ninh Khuu*     *Acacia Patterson*

*Beatrice Caffé*     *Priyanka Bushana*

**ARTICLE 432 -SCOPE AND INTERPRETATION****43.1. 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.

~~This Agreement constitutes the entire agreement between the University and the Union and, except where removed by law, provides for the sole and exclusive wages, hours and working conditions for employees covered under this Agreement.~~

**43.2. 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, ~~not announced on the University's Office of Policies, Records, and Forms Manual Revisions website.~~ The Union is responsible to review for identifiable impacts related to mandatory subjects of bargaining ~~not covered by the Agreement.~~ The Union may request changes be discussed at Union Management meetings and the Union may request negotiations if the policy change results in a change to a mandatory subject, ~~or impacts are identified.~~

**42.3 TRANSITIONED MAINTENANCE OF BENEFITS**

~~42.3.1. Any prior benefit generally applicable to all ASEs, not the subject of a written University policy shall be treated as written if such prior benefit has been:~~

- ~~a. a consistent and ascertainable course of conduct;~~
- ~~b. engaged in for some reasonable length of time;~~
- ~~c. of which representatives both parties (the University and the Union) are aware;~~
- ~~d. which does not alter the written terms of this Agreement or otherwise restrict the rights of the University under this Agreement;~~
- ~~e. which is in respect to a given set of specific circumstances and conditions; and~~
- ~~f. involves a group of employees in a department or hiring unit.~~

~~42.3.2. The burden is on the Union to establish a maintained benefit as described above.~~

**43.3. ~~42.4~~ SEVERABILITY/SAVINGS CLAUSE**

~~1. ——— [Insert TA]~~

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 **or ambiguous** 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 ~~the effects~~ any term or provision of this Agreement found to be in contravention of the law.

#### ~~43.4.~~ ~~42.45~~ COLLECTIVE BARGAINING – MANDATORY SUBJECTS

~~43.3.143.4.1~~ ~~42.5.1.~~ The Employer University shall satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer University will notify the Union in writing of these changes and ~~T~~ the Union may request discussions about and/or negotiations on the impact of these changes on employees' working conditions. The Union will notify 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) thirty (30)~~ 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.

~~42.5.2.~~ Prior to making any change in written agency policy that is mandatory subject of bargaining, the Employer shall notify the Union and satisfy its collective bargaining obligations per section 42.5.1.

~~43.3.243.4.2~~ ~~42.5.23.~~ 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 discussion and/or negotiations. The parties shall agree to the location and time for the discussions and/or negotiations.

Where required by law, and where there has been no waiver of a bargaining requirement, the University will satisfy its collective bargaining obligation before making a change to a mandatory subject. The University will notify the Union of any proposed change, and the Union may request discussions and/or negotiations regarding the proposed changes. In the event the Union does not request discussions and/or negotiations within fourteen (14) calendar days of receipt of the notice, the University may implement the changes without further discussions and/or negotiations. If the Union submits a timely demand to bargain, the parties will promptly engage in good faith bargaining over the University's proposal. In the event the parties have failed to reach agreement within sixty (60) days from the date of the Union's demand, the University may implement its most recent proposal. The timeline may be extended by mutual agreement of the parties. Demands to bargain will be submitted to the University's Labor Relations Officer. There may be emergency or mandated conditions outside of the University's control requiring immediate implementation, in which case the University will notify the Union as soon as possible, and may implement if needed prior to the completion of negotiations. If the Union does not withdraw the demand to bargain, the parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities.

Tentative Agreement – Scope And Interpretation



For WSU: \_\_\_\_\_  
Date: 9/18/2023



For UAW: \_\_\_\_\_  
Date: \_\_\_\_\_



*Acacia Patterson*

*Gavin Doyle*

*Ninh Khuu*

*Marissa Parker*

*Priyanka Bushana*

## ARTICLE 44. Professional Development & Career Counseling

~~Section 44.1.~~ The University and the Union agree that adequate opportunities for professional development are essential and that a reasonable portion of paid work time shall be allocated to professional development activities.

**Section 44.12.** The University will continue to provide ASEs access to professional development and/or career counseling programs and Career Services provided by the Academic Success and Career Center (WSU Pullman), Career Action Center (WSU Vancouver), and Career Services (WSU Tri-Cities [and WSU Spokane](#)).

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

~~44.2.2.~~ All ASEs will have access to comparable and equitable career services across all campus locations.

~~44.12.32.~~ Current career or professional development programs geared towards ASEs, which are funded by the University will be determined or advised by ASEs, with representation from all campuses within the decision making bodies (e.g., the Professional Development Initiative Committee). In cases where existing advisory structures or agreements do not allow for this involvement (e.g., the Professional Development Advisory Council), similar services, funding and in-kind support will be established for all campuses at an equivalent funding level. The Union retains the right to elect ASE representatives to each decision-making body at this level.

### **Section 44.23.**

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

**44.23.2.** All ASEs, regardless of campus, will be eligible to apply for University-provided travel funds in accordance with University programs and policies. ~~The university will make travel funds available to all ASEs, regardless of campus location. Funds will be awarded once per academic calendar year (Fall-Summer).~~ These funds may be utilized to cover:



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

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

#### **Section 44.34. Employment Mentorship Compacts**

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

- A. In cases where the ASE's supervisor is not also the ASE's principal investigator (PI) or faculty advisor, the PI/faculty advisor ~~may will~~ consult on the development of the mentorship compact (which may or may not include an Individual Development Plan (IDP)) and will work with the supervisor to develop realistic performance expectations that work to identify take the balance between and separation of employment duties and academic expectations. ~~into account.~~
- ~~B. Mentorship compacts may should include clarity in the following categories (i-vi; which include examples of what can be included in each category), as appropriate, and as dependent on the ASE's job title and FTE appointment. These categories include but are not limited to:~~
  - ~~a. Performance Expectations~~
    - ~~i. Knowledge development~~
    - ~~ii. Technical skills~~
    - ~~iii. Productivity~~

- iv. — Progress towards independence
- v. — Expectations of hours worked and distribution of % time spent on various projects and activities
- b. — Education
  - i. — Training and activities to develop skills and knowledge specific to the ASEs appointment.
- e. — Career Advancement
  - i. — Skills development for future career
  - ii. — Understanding and meeting promotion requirements (as applicable)
  - iii. — Networking by supervisor on ASEs behalf
  - iv. — Team building
  - v. — Maintaining work/life and employment/academic balance
  - vi. — Support for exploration of different career pathways
  - vii. — Socializing ASE to institutional culture (i.e., structures, processes, interpersonal climate)
  - viii. — Identifying a process for ending or adapting the appointment while continuing to support the ASE professionally as needed
- d. — Support
  - i. — Allocation of ASEs time to employment vs academic activities
  - ii. — Support provided by supervisor for ASEs appointment (i.e., space, equipment, supplies, technician)
  - iii. — Facilitation of ASE's access to experts, training opportunities, key committees
  - iv. — Opportunities to work on multidisciplinary and collaborative team projects
  - v. — Attendance of supervisor at ASE's presentations
  - vi. — Advocacy on behalf of the ASE
  - vii. — Emotional support of the ASE
- e. — Communication
  - i. — Frequency of 1-1 meetings between the supervisor and ASE
  - ii. — Frequency of meetings with supervisor and leadership in ASE's employee unit/department/college
  - iii. — Topics to be addressed at meetings, information to be prepared in advance of meetings
  - iv. — Completion of progress reports by supervisor and ASE for unit/department/college directors and chairs

- ~~v. — Agreements on what constitutes constructive critique and feedback offered by supervisor and follow up~~
- ~~f. — Personal conduct/interpersonal relations~~
  - ~~i. — Agreement on what constitutes ethical and professional conduct by both the supervisor and ASE~~
  - ~~ii. — Understanding and respect for diversity, equity, and inclusion by the supervisor and ASE~~
  - ~~iii. — Strategies for managing conflicts in the work environment (i.e., between supervisor/ASE, ASE/students, or between ASEs)~~
  - ~~iv. — Appropriate acknowledgement and promotion of ASE contributions (i.e. internal meetings, authorship, funder meetings)~~

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

- A.** An IDP provides a planning process that identifies the ASE's short- and long-term research and/or career goals, professional development objectives and career objectives in a manner tailored and responsive to the ASE's career plans as well as their unique skills, interests, and values. This may serve as a communication tool between an ASE and their supervisor as well as their PI/faculty mentor. The ASE may consult with additional career mentors in the development of an IDP.
  - ~~a. — To develop the IDP, the parties shall follow the process outlined below:~~
    - ~~i. — An appropriate IDP template will be used (e.g., AAAS MyIDP, ChemIDP, "Entering Research" IDP for undergraduate students by Center for the Improvement of Mentored Experiences in Research, etc.)~~
    - ~~ii. — The ASE will normally conduct a self-assessment to evaluate skills, strengths, and areas in need of development. The ASE will outline current abilities and long-term career objectives.~~
    - ~~iii. — The ASE may discuss their research/career goals, general professional development needs and career objectives with the Supervisor and any additional career mentor(s). During this time, mentors should survey opportunities for progress with the ASE. This should include identification of developmental~~

~~needs, career opportunities, and prioritization of areas for development~~

- ~~b. The ASE will then submit a written draft of the IDP to the Supervisor for discussion and revision. This should include:~~
- ~~i. Identification of specific skills and strengths that the ASE needs to develop;~~
  - ~~ii. Identification of projects which will aid in the development of the ASE's abilities and which match with the ASE's career goals;~~
  - ~~iii. Goals outlined in a plan which delineate roles and responsibilities as well as breaks larger goals down with more detailed steps and timelines;~~
  - ~~iv. A timeframe for development of skills and goals.~~
  - ~~v. The Supervisor will review the IDP and provide advice about possible revisions as needed. The Supervisor will also share knowledge about available development opportunities with the ASE.~~

**B.** ~~If the ASE believes the plan requires revision, they will repeat the process starting in Section a.ii, above. Goals may change based on evolving ASE needs. The ASE and the Supervisor (and PI/faculty advisor, as appropriate) may engage in ongoing discussions regarding the IDP.~~

**C.** ~~The plan will be implemented promptly and reviewed regularly, with check-in timelines determined by the projects defined in b.iii & b.iv, above, and clearly written into the IDP.~~

**44.34.3.** An ASE may request and have their Mentorship compacts will be revisited by their supervisor, and/or faculty advisor/PI as appropriate and ASE at renegotiated between all parties by the beginning of each semester.

~~A. An ASE, supervisor, and faculty advisor/PI (when applicable) may elect to renew this compact at the beginning of a new semester rather than to rewrite and redefine their compact. However, all parties will be given the opportunity to decide if this renewal is appropriate.~~

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

## **Section 44.45. Progress Assessments**

~~44.45.1.~~ A Progress Assessment is an evaluation of the ASE's progress and accomplishments in their job duties related to research, teaching, and professional development.

~~44.45.2.~~ Periodic Reviews – The employment Supervisor and the ASE ~~shall~~ are encouraged to periodically engage in informal oral Progress Assessments during their appointment. In addition, the employment Supervisor should provide the ASE with at least one written review per twelve (12) month period. The signature line on written reviews must contain language that states the ASE signature only indicates that the review was discussed with them and must explicitly state that the signature does not signify agreement with the document. Written reviews may use an independently developed or pre-established form. Supervisor and ASE are to acknowledge they have reviewed and discussed the periodic review, in writing or via electronic correspondence. ~~In these assessments, the Supervisor and the ASE generally discuss the ASE's recent progress and overall employment objectives. The structure of the Progress Assessment may vary by discipline.~~

~~44.5.3.~~ Annual Review – The Supervisor shall provide the ASE with at least one written review per twelve (12) month period. ~~This Annual Review is a comprehensive assessment of the ASE's research and/or teaching progress and professional development during the previous year. The Supervisor may utilize an independently developed or a pre-established form when conducting the Annual Review. The ASE and supervisor will discuss the contents of the review and will come to agreement about its contents before it is signed by both parties.~~

#### **~~Section 44.6. Mentorship Training~~**

~~44.6.1.~~ ASEs have the right to supervisors who have skills in people management, and mentorship, and IDP best practices.

~~44.6.2.~~ The Employer shall continue to make ~~training opportunities available for supervisors regarding IDPs and best practices for mentorship of ASEs. Upon request, the Employer shall share and discuss the contents of such training programs with the Union.~~

~~A.~~ Employer provided mentorship/people management training programs will be made available to ASEs in positions that may necessitate mentorship of students, fellow ASEs, or co-workers (i.e., mentoring interns, junior lab members, etc.). These programs should be made available more broadly to the entire University to foster informal mentorship relationships.

~~B.~~ Mentorship programming will foster an environment of support, growth, and learning amongst employees. Where appropriate, mentoring programs should include trainee programs in which ASEs can voluntarily be paired with an experienced supervisor in a mentorship capacity. Participation is voluntary for all participants.

~~44.6.3. ASEs are entitled to supervisors trained annually in current and effective evidence-based mentorship techniques, including, but not limited to guidance on check-in meetings and effective mentorship.~~

**Section 44.57 Mentorship Taskforce 44.57.1.** A joint Union-Management Taskforce shall be formed to further the goal of reviewing Professional Development, Career Services, and Mentorship activities, the logistics of Mentorship Compacts, programs, and practices across the University. This taskforce will collaborate on also develop mentorship training associated with for all-ASE employment supervisors. The Union retains the right to elect ASE representatives to this Mentorship Advisory Taskforce. Attendance at the meetings will be considered time worked. Duties of this taskforce can include, but are not limited to:

- ~~A. Increasing visibility of opportunities for mentorship trainings, programming, and opportunities that are available to ASEs, staff, and faculty.~~
- ~~B. Implementation and support of opportunities for evidence-based mentorship education, including, but not limited to culturally responsive mentorship training. This may include supporting the establishment of affinity-based mentorship groups.~~
- ~~C. Encouraging campus-wide promotion and review committees to establish guidelines for evaluating mentorship activities and impact.~~
- ~~D. Encouraging and guiding campus student success programs' evaluation and reporting of key mentorship components when reviewing overall program impact.~~

**Section 44.68.**

**44.68.1.** To enhance the professional development opportunities available to ASE on all campuses, the Employer will expand maintain the Professional Development Graduate Assistantship. Recommendations and requests related to professional development The duties for this appointment opportunities will be discussed -upon request at the Mentorship Taskforce. to provide 23, 0.5 FTE assistantship appointments, with priority given to campuses/departments with no available RA or TAships. The University and the Union shall jointly agree upon the employees to be appointed. The duties for the appointments shall be jointly agreed upon, and shall minimally include:

- ~~A. Coordinating peer-led group programming for professional development and mentorship that is tailored to a variety of career paths, and that provides opportunities for collaboratively workshopping and receiving direct feedback on professional skills/materials;~~
- ~~B. Providing one-on-one professional development support for ASEs, including support for identifying career options, developing and improving professional skills/materials, and identifying secondary mentors;~~

- ~~C. Tracking progress of and continued needs for professional development support, and modifying future work accordingly.~~
- ~~D. Participating in the organization of meetings and activities of the Mentorship Advisory Taskforce.~~

~~44.68.2. The expanded duties of this assistantship may also include supporting past and current Graduate School and Career Services programs and seeking additional funding for and implementation of new professional development programs. The programs developed through these appointments may also be made available to other early career instructors and researchers. The University and the Union shall meet at least annually to jointly discuss how to best adapt and improve this work on an ongoing basis.~~

**Section 44.79.**

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



For WSU: \_\_\_\_\_  
Date: 12-15-2023



For UAW: \_\_\_\_\_  
Date: 12/18/2023

*Yiran Guo    Ninh Khuu    Acacia Patterson*  
*Beatrice Caffé*

**Tentative Agreement**  
UAW Package Proposal - Duration  
December 18, 2023 4:30 pm  
Page 1 of 1

**Article 45 – Duration**

This Agreement shall become effective and will remain in effect from the date of membership ratification until ~~August 15, 2026~~ April 30, 2026.



For WSU: \_\_\_\_\_  
Date: January 17, 2024

For UAW: *David Parsons*  
Date: 01/17/2024

*Gavin Doyle*    *Marissa Parker*

~~*Miran Guo*~~  
*David Parsons*

*Acacia Patterson*

*Beatrice Caffé*    *Priyanka Bushana*



Article 45 ~~Article 16~~-Management Rights

45.1 ~~16.1~~ Management of the University is vested exclusively in the University. Except as otherwise provided in this Agreement, the Union agrees that the management rights of the University include the rights to:

45.2 ~~16.2~~ Eestablish, plan, direct and control the University’s missions, programs, objectives, activities, budget, resources, operations and priorities;

45.3 ~~16.3~~ Ddetermine the personnel, staffing levels, methods and means, by which operations are conducted;

45.4 ~~16.4~~ Eestablish, revise and administer policies, procedures, reasonable rules and regulations,

45.5 ~~16.5~~ Aalter, extend, or discontinue existing equipment, facilities, and location of operations;

45.6 ~~16.6~~ Eestablish, maintain, modify or enforce standards of performance, conduct, order and safety;

45.7 ~~16.7~~ Ddiscipline or ~~dismiss~~ terminate for just cause ~~or for not meeting academic requirements, as determined by the University;~~

45.8 ~~16.8~~ Eestablish or modify the academic calendars, including holidays and holiday scheduling;

45.9 ~~16.9~~ Assign work and schedule hours of work;

45.10 ~~16.10~~ Assign work locations;

45.11 ~~16.11~~ Recruit, hire, promote based on standards established by the University;

45.12 ~~16.12~~ Plan, establish, modify, and manage the University’s curriculum;

45.13 ~~16.13~~ Establish and implement policies and procedures for evaluating the performance of ASEs.

For WSU: \_\_\_\_\_  
Date: 9/18/2023

For UAW: \_\_\_\_\_  
Date: 09/20/2023

Ninh Khuu

Marissa Parker

Acacia Patterson

**WSU’S “WHAT IF” PROPOSAL RE APPENDIX A  
1/17/24  
Appendix I (Healthcare)**

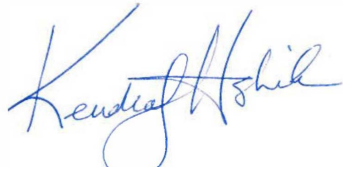
- 1. All benefit and cost-sharing terms of 2023/24 graduate student assistant health and dental insurance benefits provided to eligible ASEs are summarized below:

*[Insert existing benefits summary]*

- 2. For the period running from August 16, 2024 through August 15, 2025, all benefit and cost-sharing terms of 2023/24 graduate student assistant insurance program not listed below shall be continued. In addition the following changes shall be included in the plan:

**Deductible Preferred Provider** \$300 ~~\$500~~ (Per Insured Person, Per Policy Year)  
**Deductible Out-of-Network\*** \$300 ~~\$1,000~~ (per Insured Person, Per Policy Year)

- 3. For the period running from August 16, 2025 through August 15, 2026, either party may reopen negotiations to propose changes to the insurance plan design, benefits and/or provider by providing written notice on or before January 31, 2025. In the event that the parties have not reached agreement on proposed changes by **April 15, 2025**, the University may, at its election, renew the plan benefit and cost-sharing terms of 2024/25 graduate student assistant insurance program.



For WSU: \_\_\_\_\_  
Date: January 17, 2024

For UAW: *David Parsons*  
Date: 01/17/2024

*Yiran Guo      Priyanka Bushana*  
*Beatrice Caffé      Marissa Parker*  
*Gavin Doyle      Acacia Patterson*