2024-2027

Collective Bargaining Agreement by and between Western Washington University

And

Western Academic Workers United, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO

Effective

June 14, 2024, through January 31, 2027

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This collective bargaining agreement (the "Agreement") is made by and between Western Washington University (the "University") and Western Academic Workers United, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America ("UAW"), AFL-CIO (the "Union") (collectively the "Parties"). The Parties agree as follows:

ARTICLE 1 – RECOGNITION

1.1 Bargaining Unit. In accordance with PERC Case No.136078-E-22, and RCW 41.56.0215, Western Washington University hereby recognizes Western Academic Workers United, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO as exclusive bargaining representative for all employees included in the bargaining unit.

ARTICLE 2 – SCOPE OF AGREEMENT

2.1 Purpose. It is the purpose of this Agreement to provide for the wages, hours and terms and conditions of employment of the educational student employees ("ESEs") covered by this Agreement.

2.2 University Policies and Regulation. This Agreement supersedes specific provisions of University policies, rules, regulations and procedures 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 Unless superseded by a specific provision of this Agreement the University's policies, rules, regulations and procedures, as currently written, or amended, will apply to all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 proposed changes to existing policy and proposed new policy affecting mandatory subjects of bargaining.

2.3 Severability/Savings Clause. This Agreement is subject to the law as it currently exists or is hereafter amended. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision will become invalid and unenforceable, but all of the remaining provisions of the Agreement that are not rendered meaningless, 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 of any term or provision of this Agreement found to be in contravention of the law.

2.4 Bargaining Changes to Mandatory Subjects. Except as provided in this Agreement or by applicable law, the University will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Union of the proposed changes in writing and the Union may request discussions about and/or negotiations on the impact of these changes on ESE's working conditions. The Union will notify the AVP of Human Resources in writing of any demands to bargain. In the event the Union does not request discussions and/or negotiations within twenty-one (21) calendar days, the University may implement the changes without further discussions and/or negotiations. Unless otherwise agreed, the parties will begin bargaining within thirty (30) calendar days of the receipt of the request to bargain. There may be emergency or mandated conditions that are outside of the University's control requiring immediate implementation, in which case the University will notify the Union as soon as possible.

ARTICLE 3 – GRIEVANCE PROCEDURE

3.1 **Purpose**. The purpose of this procedure is to provide the process for the prompt and fair resolution of grievances as defined in Section 3.2 below. Nothing in this procedure shall preclude an ESE or the Union from resolving disagreements informally.

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 violation, misapplication or misinterpretation of the terms of this Agreement.

3.3 **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.

3.4 **Time Limits.**

3.4.1 Time limits within the grievance procedure may be waived or extended by the written, mutual agreement of both parties. If the Union, on behalf of the ESE, fails to act or respond within the specified time limits, the grievance will be considered waived. If the University fails to respond within the specified time limits, the grievance will proceed to the next step of the grievance procedure.

3.4.2 The day after the event, act or omission shall be the first day of a timeline under this Article. 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.

3.4.3 Submissions will be considered timely under this Article if they are received by 5:00 p.m. Pacific Time on the last day called for under an applicable time limit.

3.5 **Submission of Grievances and Responses.**

3.5.1 All grievances and requests for arbitration must be submitted to the University's Human Resources Office and may be sent to relevant supervisor(s), by hard copy or electronic mail. University responses will be submitted to the Union's business office by hard copy or electronic mail.

3.5.2 Unless mutually agreed, multiple grievances arising out of unrelated events must be submitted, and will be processed, separately.

3.5.3 Grievances shall include the following:

A. the specific provision(s) of the Agreement allegedly violated, misinterpreted, or misapplied;
B. a statement of the facts upon which the grievance is based, including the date on which the alleged grievance occurred; and
C. the remedy sought.

3.7 Process.

3.7.1 Step One. Step One is encouraged but optional. The Union shall submit the initial grievance, including grievances initially filed at Step Two, within twenty-eight (28) calendar days of the day the ESE(s) or the Union knew or reasonably should have known of the event(s) giving rise to the grievance. The appropriate unit head (or designee) will respond to the grievance in writing within fourteen (14) calendar days after receipt.

3.7.2 Step Two. If the grievance is not resolved at Step One the Union may appeal in writing within fourteen (14) calendar days. The Dean, Provost, Vice President or designee shall meet with the Union and grievant regarding a Step Two appeal (or where permitted, initial filing) within fourteen (14) calendar days of receiving the appeal or filing. The Dean, Provost, Vice President or designee will issue a written response to the grievance within fourteen (14) calendar days of the meeting. The requirement of a meeting may be waived by mutual agreement.

3.7.3 Step Three. If the grievance is not resolved at Step Two, the Union may appeal in writing within fourteen (14) calendar days. The AVP of Human Resources (or designee) shall meet with the Union and grievant within fourteen (14) calendar days of receiving the Step Three appeal. The AVP of Human Resources (or designee) will issue a written response to the grievance within seven (7) calendar days of the meeting. The requirement of a meeting may be waived by mutual agreement.

3.7.4 Step Four. Arbitration. In the event the parties are unable to resolve the grievance at Step Three, the Union may demand arbitration of the grievance by submitting a written demand within fourteen (14) calendar days of its receipt of the Step Two response. The Union's arbitration demand shall state the issue to be arbitrated, and the remedy sought. Upon mutual agreement, the parties may submit a grievance to mediation using a mediator appointed by the Public Employment Relations Commission. Mediation services shall run concurrent with Step Three and shall not prevent nor delay the scheduling of an arbitration hearing.

3.8 Arbitration.

3.8.1 Arbitrator Selection. The parties may mutually agree upon an arbitrator. In the event that no such agreement is reached within fourteen (14) calendar days of the Union's arbitration demand, the Union will request a list of seven (7) arbitrators from Washington and/or Oregon provided by the American Arbitration Association. 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.

3.8.2 Arbitrability. Challenges to the arbitrability of a grievance shall be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance.

3.8.3 Authority. 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.

3.8.4 Procedure. Arbitration will take place in accord with the Labor Arbitration Rules of the American Arbitration Association (AAA) unless the parties agree otherwise in writing.

3.8.5 Decision. The arbitrator will issue a written decision to the parties within thirty (30) calendar days after the close of the hearing(s) or the submission of the post hearing briefs, whichever is later. The decision of the arbitrator shall be final, conclusive, and binding on the University, the Union, and the ESE(s); provided that the decision does not include action by the arbitrator beyond his or her jurisdiction.

3.8.6 Arbitration Cost.

A. The expenses and fees of the arbitrator and the cost (if any) of the hearing room shall be shared equally by the Union and the University. If one party chooses to use a court reporter, the requesting party shall bear the costs associated with the court reporter. The other party may obtain a copy of the court reporter's report by agreeing to share the cost of the court reporter at the time it makes the request for a copy of the report and transcript by paying half the costs charged to produce the report and transcript.
B. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The cost of any postponement or cancellation based on mutual agreement will be shared equally by the parties.
C. Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of its grievance.

ARTICLE 4 – WAGES

4.1 Minimum Rates of Pay.

4.1.1 All undergraduate hourly ESE positions are assigned by the University to level 1, 2 or 3 based on duties, responsibilities and experience required for the position (Table 5). The minimum hourly rates for positions in each of the three levels, and the changes to those rates during the term of this Agreement, are set forth in Tables 1, 2 and 3. Nothing in this Agreement limits the University's ability to pay an hourly ESE at a rate greater than the minimums below. Undergraduate hourly ESE positions include the following job classifications: Computer Assistant (in the Student Technology Center), Faculty Assistant, Laboratory Assistant, Library Assistant, Peer Advisor, Research Assistant, Tutor. Graduate students may accept employment in an undergraduate hourly position, subject to the hourly rates in Tables 1, 2 and 3.

Table 1: Minimum Undergraduate Hourly Rates Effective September 16, 2024, are as follows; provided that any ESE who was employed during Spring Quarter 2024, and who is rehired to the same job title in the same department for the 2024 Fall Quarter, will receive a minimum increase of three percent (3%) over their Spring Quarter 2024 wage rate.

Job Level	Minimum Hourly Rate
1	$17.80
2	$19.30
3	$20.80

Table 2: Minimum Undergraduate Hourly Rates Effective January 1, 2025:

Job Level	Minimum Hourly Rate
1	$19.00
2	$20.50
3	$22.00

Table 3: Minimum Undergraduate Hourly Rates Effective January 1, 2026:

Job Level	Minimum Hourly Rate
1	$19.79
2	$21.29
3	$22.79

4.1.2 The minimum monthly salary for graduate ESE positions at 0.50 FTE, and changes to the minimum salary during the term of this Agreement, are set forth below. Salaries will be prorated for graduate ESEs working different FTEs. Graduate ESEs may also be paid on an hourly basis, either in a Graduate Teaching Assistant or Research Assistant position (See Table 4 for minimum hourly rates) or in a position identified in Section 4.1.1 (See Tables 1, 2 and 3 for minimum hourly rates). Nothing in this Agreement limits the University's ability to pay a Graduate ESE at a rate greater than the minimums below.

Table 4: Minimum Graduate Salaries/Hourly Rates for Graduate Teaching Assistants and Research Assistants:

Effective Date	Monthly Amount	Equivalent Hourly Rate
9/16/24	$1950	$22.50
9/16/25	$2008	$23.17
9/16/26	$2068	$23.86

4.2 Job Levels. Job levels for ESEs are described in Table 5. ESEs who move to a higher-level position in the same job classification will receive an increase of at least five percent (5%). ESEs may be appointed to a higher job level and pay at the discretion of the Department or Hiring Unit. In making promotion decisions, Departments and Hiring Units are encouraged to take an ESE's job experience, performance, and time worked into account.

Table 5: ESE Job Levels:

Job Level	**Description**
1	Duties are basic or semi-routine. Works under direct supervision. Job requires little decision making.
2	Duties may be moderately complex. Works under general supervision. Duties may involve some responsibility and use of judgment.
3	Duties are complex. Works under minimal supervision. May be responsible for leading or directing the activities of other student employees. Duties include a heightened level of responsibility and judgment.
Graduate	Departmental Graduate Research/Teaching Assistant: This position has responsibilities comparable to a salaried graduate research or teaching assistant. Student Affairs Graduate Assistant: Under minimal supervision, serves as an entry-level advisor in the Division of Student Affairs/Academic Support Services. Provides information and advice based on in-depth knowledge and an ability to exercise professional judgment. Duties may include basic counseling and advising, events programming, evaluation of financial aid applications, and supervising other student staff members. This position requires an understanding of student development, academics, and the overall goals of the Student Affairs function.

ARTICLE 5 – TUITION AND FEES

5.1 **Salaried Tuition Waivers.** Graduate ESEs with a salaried appointment equal to or greater than 50% FTE will receive a waiver for the tuition (comprised of only the operating fee, capital building fee, and student service and activity fee) and non-resident tuition (if applicable) charged by the University. Tuition and non-resident tuition waivers will be prorated for graduate ESEs with a salaried appointment of less than 50% FTE (e.g., an appointment of 25% FTE will receive a waiver of 50% of tuition).

5.2 **Hourly Tuition Assistance Stipend.** Effective September 16, 2025, ESEs with hourly appointments during a quarter of the academic year (excluding summer) will receive a tuition assistance stipend for the quarter, subject to the following:

5.2.1 The amount of the stipend will be two dollars ($2.00) for each hour worked during the quarter, up to a maximum of five hundred dollars ($500) per quarter. Stipends are not available during the summer and will not accrue during quarters in which the ESE is not enrolled.

5.2.2 Stipend amounts will be calculated and paid following the end of each quarter.

5.2.3 ESEs who are receiving a full tuition waiver are not eligible for the stipend.

5.2.4 Stipends will be considered wages and subject to all applicable withholdings.

5.2.5 The hourly tuition assistance program described in this section will take effect only if and to the extent it is funded by the State Legislature. In the event the Legislature partially funds the program, the amount of assistance per hour worked and the maximum assistance per quarter will be reduced proportionally to match the funding provided by the Legislature. If the Legislature funds the program in a time-limited way, the program will be time limited to the same extent as the funding. The parties agree to work cooperatively to encourage legislative adoption of this program. Nothing limits the parties from exploring with the legislature alternative types of support that match or exceed the value of these stipends to bargaining unit employees.

5.3 **New Fees.** In the event the University imposes a new mandatory fee, the Union will be given notice and the opportunity to bargain over the impacts.

ARTICLE 6 – JOB POSTING

6.1 The University shall post information on the Student Employment Center Website regarding open hire ESE positions. Positions that are not open hire positions are those positions that are (a) typically assigned to ESEs in specific degree programs or made in the context of admission to a degree program, or (b) offered under an existing advising relationship with a faculty member.

6.2 Open hire positions will be posted for at least two (2) weeks except in situations in which the appointment period must begin less than two (2) weeks after the job is posted. Effective by September 1, 2024, job applicants will be informed of the outcome of their application within two (2) weeks of the closing date of the search.

6.2.1 For positions where searches do not have a closing date, language should be added to the Job Posting informing applicants they will not receive notification of the outcome.

6.3 All open hire position postings shall contain the following information:

6.3.1 Job title

6.3.2 Summary of the general nature of required duties

6.3.3 Minimum and any preferred qualifications

6.3.4 Job % FTE for salaried employees or minimum and expected hours for hourly employees

6.3.5 Start Date

6.3.6 End Date

6.3.7 Whether there is a possibility of appointment extension or renewal (if known) and general criteria for renewal

6.3.8 Hiring unit

6.3.9 Supervisor Name (if known)

6.3.10 Salary/wages

6.3.11 Applicable benefits

6.3.12 Tuition and fee waiver or exemption information (if applicable)

6.3.13 A statement that the position is covered by this Agreement

6.3.14 Web address/hyperlink to the current Agreement

6.3.15 Web address/hyperlink to the Union's website

6.3.16 Work or reporting location including, if applicable, expectations relating to in person or remote requirements

6.3.17 Deadlines for application

6.3.18 Application instructions, including the name and location of the office where inquiries and applications may be submitted, and

6.3.19 An employment non-discrimination statement

6.4 The determination of job requirements and qualifications shall be made by the University. Once the University has determined the hiring criteria, hiring qualifications shall not be modified to be more restrictive nor job requirements to be more extensive during the posting period.

6.5 The University shall post all pay rates on a designated University website.

ARTICLE 7 – APPOINTMENT NOTIFICATION

7.1 **Offer Letters**. For graduate ESE appointments that are assigned in the context of admission to a degree program, hiring units should make every reasonable effort to issue offer letters to new students two (2) weeks before their program acceptance deadline. Additional appointments may be offered to accepted students if they become available. For returning graduate students, hiring units should make every reasonable effort to issue offer letters no later

than May 15th for the following academic year unless the position becomes available after that date, in which case the offer letter will be issued as soon as practicable. Offer letters shall include the following information:

7.1.1 Job % FTE

7.1.2 Start Date

7.1.3 End Date

7.1.4 Any other information included in the Appointment Letter (listed in Section 3) that is known at the time

7.2 **Appointment Letters.** The University will provide a written appointment letter to confirm each appointment or reappointment. The letter may be provided in electronic form. Hiring units shall issue appointment or reappointment letters as soon as reasonably practicable after appointment decisions are made.

7.3 **Appointment Letter Content.** The letter confirming appointment or reappointment will include the following information:

7.3.1 Job title

7.3.2 Job % FTE for salaried employees or minimum and expected hours, which may be a limited range, for hourly employees

7.3.3 Start Date

7.3.4 End Date

7.3.5 Whether there is a possibility of appointment extension or renewal, and general criteria for renewal

7.3.6 Hiring unit and supervisor

7.3.7 Summary of the general nature of required duties

7.3.8 Trainings (if applicable)

7.3.9 Work location, including, if applicable, policies relating to in person or remote requirements

7.3.10 If applicable and known, assigned course, lab, or research project

7.3.11 Salary/wages

7.3.12 Applicable benefits, including health insurance if the position includes covered health insurance

7.3.13 Health insurance contact information (if relevant)

7.3.14 Tuition and fee waiver or exemption information (if applicable)

7.3.15 Response requirements, if any

7.3.16 A statement that the position is covered by this Agreement

7.3.17 Web address/hyperlink to the current Agreement, and

7.3.18 Web address/hyperlink to the Union's website.

7.4 Appointment Term. Appointments are subject to and contingent upon an ESE meeting academic requirements as determined by the University. Appointments cease at the end of a designated term and come with no guarantee of renewal. Where appointments have the possibility of extension or re-hire as indicated in the Appointment Letter, ESEs will be informed at the earliest feasible date of the timeline for re-hire or reappointment decisions and any required process steps. For positions that have continuous or ongoing recruitments, ESEs will be informed of their status (e.g., reappointment, non-reappointment, in consideration if there are additional openings) at the same time as reappointment decisions.

7.5 Job Descriptions.

7.5.1 The University shall provide ESEs with job descriptions, which will include:

A. Minimum qualifications
B. A description of the general duties of the position
C. Expected hours per week, which may be a limited range
D. Minimum rate for wages/salary

7.5.2 Job descriptions will be provided to ESEs at least thirty (30) days prior to the commencement of the appointment except in situations where the position becomes available or an individual is hired less than thirty (30) calendar days before the start of the appointment, in which case the job description will be made available as soon as practicable.

7.5.3 If the duties included in an appointment letter are changed, the new position expectations will be provided to the ESE in writing as soon as practicable.

ARTICLE 8 – SCHEDULING

8.1 Applicability. This article applies to ESEs whose positions have specific, scheduled hours.

8.2 Employee Input. Supervisors will make reasonable efforts to solicit ESE input before making changes to an ESE's schedule that are ongoing in nature. When making changes to scheduled hours, supervisors will work with ESEs to accommodate academic commitments, including classes and exams.

8.3 Advance Notice.

8.3.1 ESEs will receive a written work schedule from their supervisor at least seven (7) calendar days before the start of their appointment or, for appointments made less than seven (7) calendar days prior to the start of work, as soon as practicable.

8.3.2 The University will provide at least seven (7) calendar days' notice before a required change in the ESE's scheduled hours. Schedule changes with less than seven (7) calendar days' notice may be made by mutual agreement between the supervisor and the ESE.

ARTICLE 9 – TRAINING

9.1 **Training**. The University will determine and provide the training necessary for ESEs to fulfill their assigned duties.

9.2 **Compensation for Required Training**. Time spent by ESEs in training required by the University for their ESEs position will be considered time worked.

ARTICLE 10 – HEALTH AND SAFETY

10.1 **Responsibility for Safety.** The University, ESEs and the Union share responsibility for workplace safety. ESEs shall not be required nor will an ESE work in an unsafe environment. All work by an ESE shall be performed in conformity with applicable safety standards. Should an ESE become aware of a condition they believe is unhealthy or dangerous, they shall immediately report the condition to a supervisor and/or the Environmental Health and Safety Department.

10.2 **Right to Information.** As required by applicable law, the University will make available information to ESEs about hazards and potential hazards in their workplaces and rest facilities. The University's website addressing workplace hazards and safety information can be found here: https://ehs.wwu.edu/. Safety information relevant to specific ESE positions will be introduced during orientation and training.

10.3 **Safe Working Environment.** The University will provide a work environment that complies with applicable safety standards established by the Washington Industrial Safety and Health Act (WISHA) or other controlling authority.

10.4 **Safety Equipment.** Required safety devices, personal protective equipment, and safety apparel (which does not include normal clothing items), will be provided by the University.

10.5 **Safety Training.** The University will provide ESEs with orientation and/or training to perform their jobs safely. In addition, if necessary, training will be provided to ESEs on the safe operation of equipment prior to use. ESEs may raise with their supervisor concerns regarding job safety. If the concerns are not sufficiently resolved by the supervisor, the University will, upon request by the ESE, promptly conduct a safety assessment of the ESE's work responsibilities through the University's Environmental Health and Safety Department.

10.6 **Supplemental Training.** Employees not required to be trained/certified in first aid, CPR, and/or mental health first aid may request this training, with supervisor approval. The University encourages as many employees to be current in first aid, CPR, and mental health first aid training as is reasonably practicable.

10.7 **Rest Facilities.** Access to adequate lunchrooms, washrooms and toilet facilities will be provided and available for use of ESEs, regardless of gender. These facilities are not to be used for any other purpose (e.g., storage, office space, etc.) which would render them inadequate.

10.8 Health and Safety Committee. The Union may select a representative who will sit on the University-wide Central Health and Safety Committee. The Union-Management Committee (see Article 32) shall also be empowered to discuss health and safety issues.

ARTICLE 11 – WORKSPACE AND MATERIALS

11.1 Access to Workspace and Materials. ESEs shall have access to workspaces, materials, services and equipment as needed and appropriate to perform duties of the job as outlined in the job description. Workspaces, materials, services and equipment to which access may be provided include, but are not limited to: storage, laboratory space, office supplies, a computer, internet access, software, printing, personal protective equipment and specialized clothing.

11.2 Notice of Changed Work Site. If feasible, the University will provide an ESE with at least thirty (30) calendar days' notice before changing their work site (e.g., from the University's main campus to another location). In the event thirty (30) calendar days' notice is not feasible, the ESE shall be notified as soon as reasonably practicable.

ARTICLE 12 – TRAVEL

12.1 Reimbursements and Per Diems. The University shall reimburse ESEs for travel and per diem expenses required for employment in accordance with this Agreement, Washington State law/regulations and University policies and practices. University policies regarding travel can be found here: https://policy.wwu.edu/Subject/Travel.

12.1.1 Employees who use their personal vehicle for approved business travel will be reimbursed for mileage and parking fees incurred during such use.

12.2 Notification and Approval. ESEs must obtain prior approval through the University's travel authorization process for business travel. Unpaid travel shall not be required.

12.2.1 ESEs shall be provided with written instructions describing the reimbursement and per diem policies and practices at the time of their hiring as well as a reference to the University's travel procedures which can be found here: https://business-services.wwu.edu/travel-services/resources-travel.

12.3 Timelines for Reimbursement. ESEs shall be reimbursed for approved travel expenses within thirty (30) calendar days of submitting the reimbursement request.

ARTICLE 13 – PROFESSIONAL DEVELOPMENT

13.1 Professional Development. The University regards student employment as a form of professional development. ESEs are encouraged to discuss with their supervisors their professional development goals and may submit requests to their supervisors for additional professional development opportunities.

13.2 Course Evaluations. Course evaluations will be administered for ESEs in teaching positions according to department practices. Results of the course evaluation process will be provided to the ESE within six (6) weeks of the University's receipt of the completed evaluations.

13.3 Performance Evaluations. A Performance Evaluation is an assessment of the ESE's performance of job duties and responsibilities. The University will determine the format of performance evaluations, including any standardized forms. The ESE will be provided an opportunity to discuss the contents of the review with the supervisor prior to it being finalized.

13.3.1 Performance Evaluations should be completed at least once a year.

13.3.2 ESEs shall be informed at least two (2) weeks in advance of performance evaluations.

13.4 Supervision. ESEs and their supervisors are expected to communicate and/or meet as necessary to provide job direction.

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

ARTICLE 14 – DISCIPLINE OR DISMISSAL

14.1 Just Cause. All disciplinary actions for ESEs shall be for just cause.

14.2 Rehire, Renewal and Academic Performance. The cessation of an appointment at the end of its designated period is not subject to the just cause requirement. 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 appointment cessation, decisions regarding rehire or renewal, or any action based on academic performance. No decisions made by the University concerning academic discipline or dismissal of a student are subject to this Agreement.

14.3 Allegations of Misconduct. For disciplinary matters arising out of an allegation of misconduct by an ESE, the ESE will be given an opportunity to respond to the allegations before a final disciplinary determination is made.

14.4 Corrective Action. 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.

14.5 Types of Disciplinary Actions. Disciplinary actions are as follows: written reprimand, suspension without pay, a performance-based job transfer, or dismissal (or termination) during the term of an appointment. Disciplinary actions will be labeled as such.

14.6 Notification of Disciplinary Actions. For disciplinary actions that will not result in a suspension or dismissal, the ESE and the Union shall be provided with a copy of the disciplinary action. The ESE may request a conference with a Union representative and the supervisor to discuss the discipline prior to the disciplinary action being placed in the ESE's file, but not later than fourteen (14) days from the receipt of the copy of the disciplinary action.

14.7 Pre-Disciplinary Procedure for Serious Discipline. If the University contemplates suspension or dismissal as a disciplinary consequence, the University shall:

14.7.1 Notify the ESE and the Union in writing of the contemplated disciplinary action. 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. Upon request, the ESE shall be entitled to any relevant materials (such as an investigative report), although confidential information and witness statements may be withheld; and

14.7.2 Offer a pre-disciplinary meeting to be held with the supervisor making the disciplinary decision (or designee) at least three (3) business days after the written notice. In any such meeting the ESE will be notified of the charges and given an opportunity to respond.

14.7.3 A pre-disciplinary meeting with the Employer will be considered time worked.

14.7.4 The ESE and the Union will be provided with a copy of the final disciplinary decision.

14.8 Union Representation.

14.8.1 Upon request, an ESE has the right to a Union representative during any investigatory interview conducted by the University that the ESE reasonably believes could result in discipline of the ESE. During any investigatory interview, a participating Union representative will have the opportunity to ask questions, offer additional information and counsel the ESE but may not interfere with the University's right to conduct the investigation.

14.8.2 An ESE shall also be entitled to Union representation at a pre-disciplinary meeting, at which the Union representative may speak on behalf of the employee and shall otherwise be entitled to represent the employee.

ARTICLE 15 – PERSONNEL FILES

15.1 Maintenance of Personnel Files. The University will maintain in the Human Resources Department one (1) personnel file for each employee. The personnel file shall contain information pertinent to an employee's qualifications, record of employment and other information required for business and legal purposes. Access to and use of information in the employee's personnel file shall be restricted to a business or legal purpose. Materials derived from any unknown or anonymous sources will be excluded from the personnel file. In addition to the official personnel file, the University may maintain, as needed, additional employee files relating to ESEs including supervisory files, payroll files and medical files.

15.2 Disciplinary Documents and Performance Evaluations. ESEs will be provided with a copy of disciplinary documents or performance evaluations that are placed in their personnel file within five (5) business days of their insertion.

15.3 Review of Personnel Files. ESEs shall have the right to examine all materials contained in their personnel file. The Union shall be permitted to review personnel files with the written consent of the individual ESE. Personnel file reviews shall be conducted in the presence of a Human Resources representative during business hours. The personnel file shall be made available for review within five (5) business days of the request.

15.4 Requesting copies of Personnel Files. Upon request, the ESE shall be provided a copy of any materials in their personnel file. The University may charge a fee, equivalent to what the University charges for a public records request, for copying any materials beyond the first copy requested by the ESE or their representative.

15.5 Requests for Removal of Material. ESEs will have the right to request the removal or correction of material that the ESE believes to be false, frivolous, irrelevant, or to have been improperly included in their personnel file. The AVP of Human Resources or designee will provide a written response approving or denying any such request within ten (10) business days of its receipt. Adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrongdoing, will be promptly removed from the employee's files; provided that the University may maintain copies of this information in a legal defense file. ESEs may also attach a concise rebuttal statement to any item in the files, and may submit for insertion into their personnel file a reasonable amount of job-related material reflecting on their performance.

15.6 Grievance Files. Files relating to grievances will be maintained separate from employee performance and disciplinary materials and no reference to grievances shall be placed in an individual's personnel file.

15.7 Confidentiality. All materials in the personnel file of an ESE, including supervisory job performance evaluations, shall be confidential except as required to be publicly available under State and/or Federal law. When documents in an employee file are the subject of a public disclosure request under RCW 42.56, the Employer will provide the employee with a copy of the request at least seven (7) calendar days in advance of the intended release date.

15.8 Employment Verification. Upon the ESE's written request/release, the University will respond to employment verification inquiries within five (5) business days of the request.

15.9 Continuation of Rights. ESEs shall have the same rights to their Personnel Files as conferred by this Article for as long as the University maintains a Personnel File, regardless of current employment status as an ESE.

ARTICLE 16 – LAYOFF

16.1 Notice. If an individual accepts an ESE appointment and it is subsequently eliminated prior to its end date, or there is an ongoing and involuntary reduction of the hours of the appointment below the range identified in the appointment letter, the University shall notify the affected individual and the union at least one (1) month in advance of any resulting layoff or hours reduction. In the event that the layoff or hours reduction is the result of a closure of all or part of the University's operations because of a public health or other emergency condition, notice will be provided with a minimum of ten (10) business days.

16.2 Salaried ESEs. For ESEs in salaried positions whose positions are affected by a layoff or involuntary reduction in hours, the University will:

> **16.2.1** End or reduce the appointment no sooner than the end of the quarter in which the notice of layoff is provided; and

16.2.2 Use its best efforts to place the affected ESE in another salaried, bargaining unit position with a similar term and, if possible, similar compensation.

ARTICLE 17 – WORKLOAD

17.1 **Salaried ESEs.** Salaried ESEs with a 50% FTE appointment will not be required to work more than an average of twenty (20) hours per week, and shall not exceed thirty (30) hours in a given week except by written mutual consent of the ESE and supervisor. Standard salaried ESE appointments include approximately eleven (11) weeks of work per quarter (e.g., teaching assistantships require work a few days before the start of class and through the submission of grades following finals). Compensation for such salaried appointments will be paid over a 13-week period.

17.1.1 Alternate percentage appointments for salaried ESEs will be directly proportional to the 50% FTE appointment in relation to average workload per week.

17.1.2 In the event that a salaried ESE will have job responsibilities between academic quarters (such as after grades have been submitted), the ESE may coordinate with their supervisor to take alternate time off during the quarter.

17.1.3 If the University determines that the workload associated with a salaried appointment is greater than the allocated FTE, the supervisor will either adjust the workload to the allocated FTE or, upon mutual agreement with the ESE, adjust the FTE of the appointment or add an additional appointment to address the additional workload.

17.2 **Hourly ESEs.** Hourly ESEs will not be regularly required to work significantly more hours than the estimate or range specified in the appointment letter, or to work any hours for which they are not paid. Unless otherwise specified in the appointment letter, assigned workloads shall not exceed forty (40) hours in any one week, or more than eight (8) hours in any one day without prior written mutual consent by the ESE and the supervisor.

17.3 **Compensated Hours.** Any work assignment, prep work, required training, job-specific orientation, required meetings, required conferences, and tutee no-shows (including required duties that occur outside of the academic term) shall be considered time worked.

17.4 **Meetings.** Required meetings will be held during scheduled work hours remotely or in proximity to the worksite.

17.5 **Workload Issues.** Issues related to workload can be discussed between the parties in the Union-Management Committee.

ARTICLE 18 – HOLIDAYS

18.1 **Holidays**. The following holidays are observed by the University.

A. New Years Day
B. Martin Luther King, Jr. Day
C. Presidents' Day
D. Memorial Day
E. Juneteenth

F. Independence Day
G. Labor Day
H. Veterans' Day
I. Thanksgiving Day
J. Native American Heritage Day
K. Christmas Day
L. Any newly established University holidays

18.2 Holiday Observance. Holidays that fall on a Saturday will be observed on the preceding Friday. Holidays that fall on a Sunday will be observed on the following Monday.

18.3 Holiday Schedules and Holiday Pay. Hourly ESE's who are required to work on a day observed as a holiday will be compensated at one and one-half (1.5) times their regular hourly rate for all such hours. With approval of the supervisor, an ESE may be permitted to work additional hours during a holiday week to avoid a loss of paid hours.

ARTICLE 19 – LEAVES

19.1 Paid Family Medical Leave. Eligible employees are covered by Washington's Family and Medical Leave Program described in RCW 50A.04. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement.

19.2 Sick Leave.

19.2.1 A salaried ESE whose appointment is 50% FTE will receive twelve (12) hours of paid sick leave per quarter awarded at the start of each appointment period. An eligible ESE will be awarded sick leave on the effective date of the appointment. The amount of paid leave will be prorated for salaried ESEs with appointments other than 50% FTE and/or appointment lengths other than an academic quarter.

19.2.2 The accrual rate for hourly ESEs will be one (1) hour for every twenty (20) hours worked. Sick leave accrues at the end of the month and is available for use the following month.

19.2.3 Sick Leave may be used 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.

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 health-related reason or after the declaration of an emergency by a local or state government or agency, or by the federal government.
E. For bereavement or condolence.
F. When an employee requests to use sick leave for the purpose of parental leave to bond with a newborn, adoptive, or foster child. Sick leave for this purpose must be taken during the first year following the child's birth or placement.
G. For reasons related to domestic violence, sexual assault or stalking that affect the employee, the employee's family member or a person with whom the employee has a dating relationship.
H. To provide emergency child care for the employee's child.

19.2.4 For the purposes of this section, "family" members are any of the following:

A. A child, including biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
B. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;
C. A spouse;
D. A domestic partner, which includes those who are in registered domestic partnerships or in relationships composed of adults who are living together in a committed family relationship and have reciprocal duties to, and provide financial support for, one another;
E. A grandparent;
F. A grandchild;
G. A sibling.
H. An individual whose relationship with the employee creates an expectation of care by the employee and who depends on the employee for care.

19.2.5 Once awarded, sick leave is available for use immediately. All sick leave requests must be submitted according to departmental procedures, which shall be described in writing, at the time of hiring and available on departmental websites. Unused sick leave is not paid at separation and is not eligible for shared leave donation. Sick leave frontloaded for salaried ESEs expires at the end of each appointment period; previously accrued sick leave will be reinstated for an hourly ESE who receives an additional hourly appointment within twelve (12) months of the termination of their previous appointment.

19.3 <u>Leave without Pay</u>. Leave without pay for periods lasting more than three (3) workdays may be granted for circumstances outlined in Section 19.2.3. ESEs seeking leave without pay must first use any available paid leave and submit a written request to the AVP of Human Resources or designee in advance of the requested leave if possible. Except as required by law, leave without pay will only be granted where the ESE has a good faith intention of returning to employment. Requests for leave without pay pursuant to this Section will not be unreasonably

denied. If the University grants unpaid leave to an ESE to whom the University provides paid health insurance, the University will continue to provide health insurance coverage for a maximum of twelve (12) weeks of unpaid leave during any academic year, provided that paid coverage will not continue beyond the end of the ESE's appointment. An ESE returning from an approved leave of absence will be returned to their position for the remainder of their appointment if the position has not been refilled. If the position has been refilled, the University will use its best efforts to place the ESE in a comparable position for the remainder of the term outlined in the original appointment letter.

19.4 Bereavement Leave. The University will grant an ESE bereavement leave due to the death of a family member (as defined in Section 19.2.4). The period of leave for bereavement shall be up to three (3) calendar days per occurrence; the ESE will be paid for the hours they were scheduled to work on the day(s) missed for bereavement leave, up to a maximum of eight (8) hours per bereavement occurrence.

19.5 Military Leave. ESEs 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.

19.6 Jury Duty. An ESE shall be eligible for a jury duty leave when summoned for required jury duty service. ESEs are expected to provide notice to their supervisor when they receive a summons. ESEs will be paid for scheduled hours missed due to jury duty. Verification of actual jury duty service shall be provided by the ESE to the University upon request. Jury duty leave will not continue beyond the end date of the ESE's appointment.

19.7 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 a regular care provider, unexpected closure of the child's school, or unexpected need to pick up a child at school earlier than normal. ESEs may use paid sick leave (as specified in Section 19.3.3 above) for child care emergencies.

19.8 Request for Leave and Coverage. ESEs 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.

19.9 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:

19.9.1 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.

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

19.10 Administrative Leave. The University may place an ESE on paid administrative leave without prior notice during a University investigation if, in the judgment of the University, the circumstances warrant promptly relieving the ESE from all work duties and/or require removing the ESE from the premises.

19.10.1 The Union will be promptly notified when an ESE is placed on paid administrative leave.

19.10.2 Paid administrative leave is not discipline.

19.10.3 While on paid administrative leave, ESE's are expected to remain available, with reasonable notice, to respond to University requests or participate in investigatory processes as required during their normal working hours.

19.10.4 At the conclusion of an investigation, if no disciplinary action is taken, no record of administrative leave will be placed in the ESE's personnel file.

ARTICLE 20 – IMMIGRATION

20.1 Immigration Support. The University shall work with ESEs 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 unpaid leave for scheduled work missed due to such appointments and/or hearings.

20.2 Work Authorization.

20.2.1 No ESE covered by this Agreement shall suffer any loss of job level or compensation, due to any legal changes in the ESE's name or social security number.

20.2.2 If during the term of an appointment an ESE 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 it becomes clear that the University is not able to lawfully continue to employ an ESE as a result of the ESE's immigration status, the University agrees to meet with the ESE and their Union representatives to discuss potential re-employment into their prior position or another position if they re-establish eligibility for employment.

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

ARTICLE 21 – HEALTHCARE

21.1 Benefits. Current medical, dental and vision benefits under the University's student health insurance plans are included in Appendix A.

21.2 Utilization Data. The University will provide the Union with utilization reports as they become available.

21.3 Joint Union – Management Meetings. The University and Union will meet at the start of the University's renewal process to discuss the status of all medical, dental and vision insurance plans used by ESEs, including review of the plan, experience summary reports, plan

census information, and trend information. Pertinent information shall not include proprietary data, formulas or personal health information.

21.4 Requests for Proposals. At the initial meeting in a renewal cycle, the University and Union will discuss whether to automatically renew the plan or initiate a Request for Proposals (RFP). The University may automatically renew the plan annually if the plan benefits do not change, with prior notice to Union. If the University initiates an RFP to determine the plan insurer, the University will consider proposals with input from the Union. The final determination will be made by the University. The University will provide the Union with the renewal plan documents and related filings with the Washington State OIC.

21.5 Employer Contribution. Graduate ESEs in salaried positions of at least 0.25 FTE shall receive 100% premium coverage for the University-sponsored student health insurance plan during the term of their appointment if they elect coverage. ESEs may, at their election and expense, ensure dependents and obtain additional insurance offerings subject to the terms of the insurance plans.

21.5.1 Summer Quarter. An ESE eligible for the University-sponsored health insurance plan for Fall, Winter and Spring of the academic year who has a reappointment in the following academic year will receive the same premium coverage for the Summer Quarter.

ARTICLE 22 – DEPENDENT CARE

22.1 Dependent Care. The University and the Union recognize that family life has a significant impact upon employees' work lives. ESEs shall have access to the University's Child Development Center on the same basis as other University students.

22.2 Dependent Care Advisory Committee. Within six (6) months of the effective date of this Agreement, the University will establish or designate a committee or subcommittee comprised of campus stakeholders and University representatives with the goal of improving access to affordable childcare, as well as other dependent-care related improvements. The Union will be permitted to appoint a representative to this committee.

ARTICLE 23 – HOUSING

23.1 Shared Interest. The Union and the University share the concern that ESEs and their families need safe, affordable and adequate housing.

23.2 WWU Housing. All ESEs shall be eligible for University housing according to University policies and procedures.

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

ARTICLE 24 – PARKING AND TRANSIT

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

24.2 **Transit Passes**. Upon request, an ESE who is working during a quarter in which they are not enrolled as a student, including summer, will be provided a transit pass covering bus transit on Whatcom Transportation Authority and Skagit Transit buses. Requests must be submitted to Transportation Services.

24.3 **Parking.** ESEs will be eligible to park in designated University parking areas in accordance with University policies and this contract. The University may establish and charge parking fees, assess fines for violations of motor vehicle and parking regulations, order the removal of vehicles parked in violation of regulations at the expense of the violator, and seek collection of any unpaid fines. The University will provide thirty (30) calendar days advance written notice to the Union of any proposed change or increase in annual or quarterly permits and hourly rates for parking access.

24.3.1 In the event another group of University employees, not covered by this Agreement, is permitted to purchase employee-parking permits at a lower rate, the lower rate will automatically be applied to ESEs.

24.4 **University Transportation Advisory Committee.** The Union may name up to two (2) representatives (with the ability to cast a single vote) to serve on the University's Transportation Advisory Committee. Attendance at University Transportation Advisory Committee meetings by an appointed ESE will be considered time worked.

ARTICLE 25 – ACCOMMODATIONS

25.1 **Accessible Workspaces.** The Union and the University agree that it is a shared goal for all ESEs to have accessible workplaces.

25.2 **Reasonable Accommodations.** The University shall provide reasonable accommodation to qualified ESEs. This may include modification or adjustment to a job, work environment, policy, practice, or procedure that enables a qualified ESE to complete the essential functions of the position. 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.

25.3 **Interactive Process.** An ESE who believes they may be in need of employment accommodation or support measures may notify their supervisor, department, or appropriate University office of their request.

25.3.1 When an ESE makes a request under this Article, the parties will engage in an interactive process, which is an ongoing dialogue between the ESE and appropriate University representatives (e.g., supervisor, departmental administrator, department or unit head, a disability services representative, and/or other appropriate University administrators). Both the University and the ESE are expected to participate in the interactive process in good faith.

25.3.2 Within five (5) business days of receiving an initial request for reasonable accommodations, the University will acknowledge the request, thus initiating the interactive process. Throughout the interactive process, the University and ESE will engage in reasonably timely communications, taking into consideration the ESE's unique circumstance, consisting of responses within no more than a week.

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

25.3.4 ESEs may involve a support person to assist in the interactive process, which may be a Union representative.

25.3.5 If requested by the ESE, the supervisor/department administrator, in consultation with the appropriate University administrators may implement an appropriate temporary work adjustment that allows the ESE to complete the essential functions of their job until the interactive process is completed.

25.4 Disability Related Accommodations.

25.4.1 If an ESE believes they have a disability and are requesting a modification or adjustment to a job, work environment, policy, practice, or procedure, the ESE should contact HR disability services. The disability services representative will engage in a dialogue about disability related limitations and possible reasonable accommodations with the ESE and may request documentation from a health care provider explaining the extent of the ESE's disability related limitations and the need for accommodation. The definition of disability is included in the University's Accommodating Persons with Disabilities policy, which is available here: https://policy.wwu.edu/POL-U1600.03-Accommodating-Persons-With-Disabilities.

25.4.2 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.

25.5 Pregnancy and Postpartum Accommodations. The University provides reasonable pregnancy and postpartum workplace accommodations.

25.5.1 The University will allow adequate reasonable break time for an ESE to express breast milk when needed. ESEs shall have access to spaces for the purpose of expressing breast milk which will be a private location (locked and with no view in from the outside), other than a bathroom. If no such designated space exists in reasonable proximity to an ESE's work location, the University will work with the ESE to identify a convenient location and work schedule to accommodate their needs. ESEs shall also have access to a sink with soap for the cleaning and care of pumping equipment nearby the lactation space. In the event a lactation space does not have insulated storage for storing expressed milk, ESEs should contact Human Resources to find an appropriate storage space.

25.5.2 The University shall maintain a web page listing the designated lactation stations. These lactation stations will be available to all ESEs.

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

25.5.4 In addition, a pregnant ESE may request other workplace accommodation(s). The University and the ESE will engage in an interactive process and the University will consider, on a case-by-case basis and in accordance with applicable law, what if any accommodations will be made. The University may request documentation from a health care provider discussing the extent of the limitations and the need for additional accommodations not listed above.

25.6 Violence Related Safety Accommodations.

25.6.1 An ESE may request reasonable safety accommodations in response to threats, an incident, or incidents of violence (e.g. sex and gender-based violence, intimate partner violence, sexual assault, or stalking). Reasonable safety accommodations may include, but are not limited to:

A. leave from work, when other solutions are unavailable
B. transfer, reassignment, and modified schedule
C. changed work telephone number, changed work email address, and changed workstation
D. installed lock, implemented safety procedure, or any other adjustment to a job structure, workplace facility, or work requirement.

25.6.2 The University may request verification in support of a request for domestic violence leave but may implement support measures or accommodations in advance of receiving verification. Appropriate documentation can include:

A. police reports or court documents
B. an employee's written statement
C. a statement from a provider, clergy, attorney, or advocate

ARTICLE 26 – ANTI DISCRIMINATION AND HARASSMENT

26.1 Non-Discrimination. Neither the University nor the Union shall discriminate or harass any ESE on the basis of race, ethnicity, color, national origin, age, citizenship or immigration status, pregnancy, use of protective leave, genetic status, sex, sexual orientation, gender identity, gender expression, marital status, creed, religion, veteran or military status, disability, the use of a trained guide dog or service animal by a person with a disability, union activity, or any other protected status as defined by applicable law or University policy.

26.2 Discriminatory, Gender-Based and Sexual Harassment. The University prohibits discriminatory, gender-based, and sexual harassment. Definitions and examples of prohibited gender-based and sexual harassment can be found in the University's policy Ensuring Equal Opportunity and Prohibiting Discrimination and Retaliation which is available here:

https://policy.wwu.edu/POL-U1600.02-Ensuring-Equal-Opportunity-and-Prohibiting-Discrimination-and-Retaliation.

26.3 Retaliation. The University prohibits adverse action, which may include intimidation, threats, coercion, or discrimination against any individual because the individual has (or is perceived to have) made a report or complaint, or participated in an investigation, proceeding, or hearing under the University's policy Ensuring Equal Opportunity and Prohibiting Discrimination and Retaliation or this contract. Retaliation may include conduct that would discourage a reasonable person from reporting prohibited conduct.

26.4 Micro-Aggressions. Micro-aggressions are everyday exchanges— including words and actions—that denigrate and exclude individuals based on their membership in a group or class of individuals. The Union and the University shall work to educate the campus population about microaggressions and to minimize the harm they may cause. The Union and University shall meet, upon request, up to three (3) times per calendar year to evaluate progress on this goal.

26.5 Workplace Behavior. The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not further the University's business needs, employee well-being, or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect. If an ESE believes they have been subjected to inappropriate workplace behavior, they are encouraged to report this behavior to the ESE's supervisor, a manager in the ESE's chain of command and/or the Human Resources Office.

26.6 Resolution Procedures.

26.6.1 ESE's who feel they have been the subject of discrimination and/or harassment, including sexual harassment, are encouraged to address these issues and seek resolution. ESEs are encouraged to address these issues, if they feel comfortable doing so, by speaking to their supervisor or seeking assistance from the Civil Rights and Title IX Compliance Office ("CRTC"). If the CRTC deems these issues inappropriate for CRTC investigation, it will inform the ESE and, if appropriate, refer the matter to another University office.

26.6.2 In cases where the Union or an ESE files a grievance alleging discrimination or harassment, the University will forward the grievance to the CRTC. The Union and the University may, by mutual agreement, hold such a grievance in abeyance while the CRTC reviews the complaint.

26.6.3 Timeline. An ESE shall have 120 days to submit a grievance alleging a violation of this article.

26.6.4 When appropriate, the University will offer supportive measures when a complaint or grievance is filed related to harassment or discrimination. Supportive measures include measures designed to protect the safety of all parties and/or the University's educational environment and/or to deter sexual harassment or retaliation. Wherever possible, these supportive measures should ensure ESEs' ability to continue working. If the University directs an ESE to remain out of the workplace during an

investigation, the ESE shall be immediately placed on paid administrative leave as described in Section 19.10.

26.6.5 The University shall respond promptly to reports of behavior prohibited by this Article. Where there is a determination that discrimination or harassment has occurred, the University will take prompt and effective measures to remediate the discrimination or harassment.

26.6.6 Representation. The ESE (as a Complainant, Grievant, Respondent, or Witness) shall have the right to be represented by an advocate of their choice, including a Union representative, in any process conducted by the University relevant to this Article.

26.7 Equity Survey. When performing the campus climate assessment required by RCW 28B.10.147 the University shall collect ESE status information. The University shall provide the results of the assessment to the Union.

26.8 Gender-Neutral Restrooms. The University and the Union recognize the importance of having safe and accessible restroom facilities. The University has committed to equipping newly constructed facilities with gender-neutral restrooms and a plan to update existing facilities over time as part of campus capital renovation projects. The University will maintain a map of gender-neutral restrooms on its website. Upon request, the University will provide an ESE with the location of the gender-neutral restroom nearest to their worksite.

26.9 Policies. The University shall provide ESEs with information about its non-discrimination and harassment policies during new employee orientation and through periodic employee trainings.

ARTICLE 27 – TITLE IX

27.1 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.

27.2 Following ratification of this Agreement, the University and the Union agree to meet and discuss: (a) whether and to what extent Title IX requirements impact certain discipline processes applicable to ESEs and appeals from those discipline processes; and (b) clarification of how discipline matters involving Title IX claims will be resolved.

ARTICLE 28 – EMPOWERING PREVENTION AND INCLUSIVE COMMUNITIES

28.1 EPIC Training. The University will provide interactive, in-person Empowering Prevention and Inclusive Communities ("EPIC") training for ESEs beginning September, 2025. Attendance will be considered time worked for all ESEs.

28.2 Training Content. The training curriculum will be aimed at preventing sexual harassment and discrimination and responding appropriately to it when it does occur, and the identification and discussion of the intersectional power dynamics in ESE work situations.

28.3 **Training Development.** The content of the training will be developed and modified over time jointly between the University and the Union and based in part on the advice and feedback provided by the University community. Within one (1) year of ratification a joint union management committee will meet to draft an outline of the training and finalize any program logistics.

28.4 **Peer Facilitation**. The training for ESEs will be facilitated by student employees whenever possible. Work done as a peer facilitator will be paid.

ARTICLE 29 – UNION RIGHTS

29.1 **Employee Reports.** The University will provide the Union with the following reports, in spreadsheet format:

29.1.1 Each pay period a Jobs Report with one row per job in the bargaining unit, with the following information:

A. Employee Contact Information:
   1. Name, including Preferred Name
   2. Personal Pronouns, if self-reported
   3. WWU Email
   4. Personal Email, if self-reported
   5. Address, W2/Employee Permanent
   6. Phone, W2/Employee Permanent
   7. Cell Phone, if self-reported
   8. Medical Plan Enrollment

B. Job Information:
   1. Job Status
   2. Job Effective Date (the most recent change date)
   3. Job Begin Date (the begin date of their job)
   4. Job End Date (the end date of their job)
   5. Job Title
   6. Job Level (e.g. 1, 2, 3)
   7. Job Class Code (e.g. hourly, salaried)
   8. TimeSheet Organization
   9. TimeSheet Approver Name
   10. Last Paid Date
   11. Job Percentage
   12. Job FTE
   13. Hourly Rate
   14. Salary or Stipend Rate

29.1.2 Each pay period a Payroll Report with one row per job for which a unit member received payment during the pay period. Information should include:

A. Employee Contact Information:

1. Name, including Preferred Name
2. WWU Email

B. Job Identifying Information:
1. Position Number
2. Position Suffix
3. Job Title

C. Pay Information:
1. Regular Hours Logged
2. Sick Hours Logged
3. Pay Rate
4. Total/Gross pay

29.1.3 Each pay period, a Report on Job Changes in Pay Period with one row per job change that occurred during the pay period, where job changes include any changes to Job Title, Job Level, TimeSheet Organization, Hourly Rate, Salary/Stipend Rate, FTE, Start Date, or End Date. Jobs that have been ended or marked inactive during this pay period should be included. Information should include:

A. Employee Contact Information:
1. Name, including Preferred Name
2. WWU Email

B. Job Identifying Information:
1. Position Number
2. Position Suffix
3. Job Title

C. Appointment Change Information:
1. Type of job change
2. Date of job change
3. Job Change Reason, as applicable
4. Current Job Status

29.1.4 Each pay period, a Union Dues Report with one row per employee in the bargaining unit in each pay period. Information should include:

A. Employee Contact Information:
1. Name, including Preferred Name
2. WWU Email

B. Union Dues:
1. Union Dues Deducted
2. Union VCAP Deducted
3. Union Initiation Fees Deducted

29.1.5 Each quarter, a Separation Report with one row per employee identifying ESEs who were in the bargaining unit the previous quarter who are no longer enrolled.

A. Employee Contact Information:

1. Name, including Preferred Name
2. WWU Email

29.1.6 The parties shall mutually agree to changes to the formatting, terminology, or source data of fields on these reports.

29.2 Release Time for Bargaining. The University shall provide paid release time from their regular working hours for up to seven (7) ESEs designated by the Union for the purpose of bargaining a replacement agreement. ESEs will coordinate with their supervisor(s) to minimize any disruption of their employment duties associated with their participation in bargaining.

29.3 Facilities Access.

29.3.1 The University's campuses and facilities may be used by the Union to hold meetings subject to University policies and procedures and payment of published rental charges, if any.

29.3.2 The University will provide space on designated, existing bulletin boards for the posting of official Union notices. Material posted on the bulletin board must comply with WAC 516-35-030 (governing the use of University property) and state ethics laws.

29.3.3 Union representatives will have access to the University's non-secure offices or facilities to carry out representational activities, provided that the representative's access will not interrupt the normal operations of the University. Unless otherwise permitted by this Agreement, ESEs may not record as work time any time spent performing Union business.

29.4 Union Stewards. The union may elect or appoint union stewards:

29.4.1 The union will provide the university with the names and jurisdictions of its stewards.

29.4.2 The University will provide release time to a Union steward for representing an ESE in an investigatory interview or disciplinary conference, participating in meetings with management as part of the grievance procedure, or participating on behalf of the Union in committee meetings with management that are identified in this Agreement. Stewards are expected to coordinate their use of release time in advance with their supervisors.

29.5 Publishing of the CBA on the University Website. The University will make a copy of this Agreement available on the University website, alongside the CBAs of the other unions at the University.

29.6 Orientations.

29.6.1 The University and the Union agree that every ESE should have access to a union orientation when starting a new job.

29.6.2 Effective September 16, 2024, the University will provide new hire orientation on a monthly basis. The Union will be provided a 30-minute time slot at these orientations to communicate with employees represented by the Union.

29.6.3 Upon advance request provided to Human Resources, the Union will be provided a 30-minute time slot at any workplace's new-hire orientation addressing a group of new bargaining unit employees.

29.6.4 In workplaces that do not conduct group orientations for new employees, upon advance request provided to Human Resources, the Union will be provided a 30-minute time slot and a space to hold a union orientation for new ESEs.

29.6.5 Time spent by an ESE attending a Union orientation session following their initial hire by the University will be considered time worked. Employees may only claim one union orientation as paid time.

29.7 Supplies and Equipment. The Union and its membership will not use state-purchased supplies or equipment to conduct Union business or representational activities. This does not preclude the use of the University's network for representational activities if the use complies with State ethics laws and regulations and does not disrupt or distract from the University's business.

29.8 Union Materials. The University will post on its Human Resource website Union-provided electronic versions of the Union's Welcome Packet and shall provide links to the packet to each new bargaining unit member during the hiring process.

ARTICLE 30 – UNION MEMBERSHIP

30.1 Union Membership. Employees who are covered under this Agreement may choose to execute a Union membership and payroll deduction form.

30.2 Dues Authorization. Upon written notification to WWU Payroll Services from the Union of an ESE's written authorization, the University shall deduct Union dues and any initiation fees from each paycheck. The Union shall transmit to the Employer the name and Employee ID number of employees with new or changed deduction authorizations. The Employer will implement new or changed dues authorizations as soon as reasonably practical, but no later than the second payroll following its receipt of written notice from the Union.

30.3 Changes in Dues Amounts. The Union will provide the University forty-five (45) days' advance notice of a change in the amounts for membership dues and any initiation fees.

30.4 Revocation. If an ESE contacts the University to request that payroll deduction be ended, the University will promptly refer the ESE to the Union to process the request. An ESE 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 written notice from the Union that an ESE has revoked authorization.

30.5 Payment to the Union. The University will remit a payment for all deductions to the Union electronically at the end of each pay period.

30.6 Indemnification. The Union agrees to indemnify, defend and hold the University harmless from any and all claims, actions, or liabilities that arise out of or by reason of actions taken by the University pursuant to this Article, including reimbursement for reasonable legal fees or expenses incurred in connection with any such claim, action or liability.

ARTICLE 31 – UNION VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)

31.1 Authorization for Voluntary Deduction. Upon presentation of a signed authorization form executed by an ESE, the University agrees to provide a voluntary check off for the UAW Voluntary Community Action Program ("VCAP") in accordance with the following provisions:

31.1.1 The authorization form must be mutually agreed upon by the parties and contain specific WWU payroll language as determined by the University.

31.1.2 The UAW will verify the ESE is an active dues paying member prior to submitting the VCAP authorization form to WWU Payroll Services.

31.1.3 The VCAP deduction will be divided equally between the two (2) monthly paychecks.

31.1.4 This provision is for regular recurring payroll deductions and shall not be used for one-time deductions.

31.1.5 An ESE may discontinue the VCAP deductions at any time upon written notification to WWU Payroll Services. WWU Payroll will update VCAP deductions at the same time as union dues deductions.

31.1.6 VCAP collections less any processing charges will be remitted to the UAW VCAP on a per pay period basis.

ARTICLE 32 – UNION MANAGEMENT COMMITTEE

32.1 Purpose and Scope. A joint Union-Management Committee shall be formed to provide a forum for communication between the parties and to promote constructive union/management relations. Committee meetings will be used for discussions only. The Committee will have no authority to conduct any negotiations or modify the provisions of this Agreement. Issues subject to an active grievance will not be discussed in the Union-Management Committee meetings.

32.2 Committee Meetings. The Union-Management Committee will consist of up to five (5) individuals designated by WAWU-UAW and up to five (5) individuals designated by the University. Meetings will be held once an academic quarter (Fall, Winter, Spring, and Summer) at mutually agreed upon times and on an ad-hoc basis as needed. Agenda items will be exchanged at least two (2) business days prior to the meeting date.

ARTICLE 33 – MANAGEMENT RIGHTS

33.1 Rights. Management of the University is vested exclusively in the University. Except as otherwise provided in this Agreement, management rights of the University include the rights to:

33.1.1 Plan, direct and control all operations and services of the University, including its mission, strategic direction, service levels, staffing and resource requirements.

33.1.2 Develop, interpret, amend and enforce written policies, procedures, and reasonable rules governing the workplace.

33.1.3 Determine the methods, means and organization by which University operations and services shall be undertaken and accomplished.

33.1.4 Discipline or terminate employees for just cause.

33.1.5 Assign work and work locations and schedule the hours of work.

33.1.6 Establish the duties and responsibilities of employees.

33.1.7 Establish work performance standards and implement policies and procedures for evaluating the performance of employees.

33.1.8 Plan and implement any reductions in force, including the identification of the specific position(s) or job classifications affected by a reduction in force.

33.1.9 Recruit, hire and promote employees based on standards established by the University.

33.1.10 Require additional training and assign employees to complete any such training.

ARTICLE 34 – STRIKES

34.1 Nothing in this Agreement permits or grants to employees the right to strike or refuse to perform their official duties.

34.2 Any action of an employee in refusing to cross, for their own personal safety, a picket line at the University's premises in case of an officially declared and recognized strike by another employee union representing employees working for the University shall not constitute a violation of this Article, provided that such a decision shall be made freely by the employee without coercion by either the University or the Union provided further that nothing herein shall preclude the University from continuing to operate the University with or without temporary replacement personnel. If an employee chooses to not cross a picket line under this provision, and chooses to not be or cannot be reassigned to an alternate work location, the employee must report time they are absent from work as leave without pay.

ARTICLE 35 – DURATION

35.1 **Term of Agreement.** This Agreement shall become effective and will remain in effect from the date of ratification by the parties until January 31, 2027.

35.2 **Successor Agreement.** Unless otherwise agreed, the initial bargaining session for the successor agreement will take place no later than October 1, 2026.

[Signatures are on the following pages.]

Executed this 25 day of June, 2024.

FOR WESTERN WASHINGTON UNIVERSITY:

Liz Parkes, Associate Vice President for Human Resources

FOR WESTERN ACADEMIC WORKERS UNITED, INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, AFL-CIO:

Mara Rafferty, Organizer

David Parsons, International Servicing Representative

Ally Wehrle, Bargaining Committee Member

Annie (Mickey) Jolliff, Bargaining Committee Member

Ben Workman Smith, Bargaining Committee Member

David Cummins, Bargaining Committee Member

Erin Grimes, Bargaining Committee Member

Erin Magarro, Bargaining Committee Member

Ev Coit, Bargaining Committee Member

Gabe Wong, Bargaining Committee Member

Jaime Blais, Bargaining Committee Member

Jude Ziliak, Bargaining Committee Member

Lexy Aydelotte, Bargaining Committee Member

Lydia Henderson, Bargaining Committee Member

Mason Nicholas, Bargaining Committee Member

Paige Koenig, Bargaining Committee Member

Selena Knoblauch, Bargaining Committee Member

Taylar Christianson, Bargaining Committee Member

Valerie Campbell, Bargaining Committee Member

Theo Hytopoulos, Bargaining Committee Member

Mike Miller, Director, Region 6

Victor Quiroz, Assistant Director, Region 6

APPENDIX A - BENEFITS

Western Washington University 2024-2025

Benefits (Deductible applies unless otherwise stated below)

	IN-NETWORK PROVIDER Payments are based on the Negotiated Charge	OUT-OF-NETWORK PROVIDER Payments are based on the Recognized Charge
Benefit Maximum Per Insured Person, per Policy Year	Unlimited	
Deductible Per Insured Person, per Policy Year	$250	$500
Individual Out-of-Pocket Maximum Per Insured Person, per Policy Year	$4,500	$9,000
Family Out-of-Pocket Maximum For all Insureds in a Family, per Policy Year	$9,000	$18,000
Hospital Room and Board Expense	80% per admission	60% per admission
Inpatient/Outpatient Surgery	80%	60%
Physician, specialist including Consultants office visits	80% per visit	60% per visit
Outpatient Diagnostic Testing	80% per visit	60% per visit
Outpatient physical, occupational, speech, and cognitive therapies (including Cardiac and Pulmonary Therapy)	80% per visit	60% per visit
Hospital Emergency Room (Deductible waived)	100% after a $100 Copayment per visit	100% after a $100 Copayment per visit
Prescription Drugs, includes specialty drugs Up to a 31 day supply (Deductible waived)	At pharmacies contracting with Aetna 100% after a Generic: $15 Copayment Preferred-Brand Name: $35 Copayment Non-Preferred Brand-Name: $70 Copayment	100% after a Generic: $15 Copayment Preferred-Brand Name: $35 Copayment Non-Preferred Brand-Name: $70 Copayment
Preventive Care Services For more information, please visit healthcare.gov/coverage/preventive-care-benefits	100% per visit (Deductible waived)	60% per visit

Coverage Period & Cost

Coverage Periods	FALL 09/01/2023 - 12/31/2023	WINTER 01/01/23 - 03/25/24	SPRING/SUMMER 03/26/2024 - 08/31/2024	SPRING 03/26/2024 - 06/17/2024	SUMMER 06/18/2024 - 08/31/2024
Student	$1,298	$905	$1,692	$894	$798
Spouse	$1,298	$905	$1,692	$894	$798
Each Child[1]	$1,298	$905	$1,692	$894	$798

[1]Coverage for two (2) or more children is calculated at the child rate times two (2).
To view all enrollment and coverage periods available, please visit wwu.myahpcare.com.

Academic HealthPlans, Inc. (AHP) is an independent company that provides program management and administrative services for the student health plans of Aetna.