

2026-2028

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

August 13, 2026, through April 30, 2028

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION	4
ARTICLE 2 – SCOPE OF AGREEMENT	4
ARTICLE 3 – GRIEVANCE PROCEDURE	5
ARTICLE 4 – WAGES	7
ARTICLE 5 – TUITION AND FEES	12
ARTICLE 6 – JOB POSTING	12
ARTICLE 7 – APPOINTMENT NOTIFICATION	14
ARTICLE 8 – SCHEDULING	16
ARTICLE 9 – TRAINING	16
ARTICLE 10 – HEALTH AND SAFETY	17
ARTICLE 11 – WORKSPACE AND MATERIALS	18
ARTICLE 12 – TRAVEL	19
ARTICLE 13 – PROFESSIONAL DEVELOPMENT	19
ARTICLE 14 – DISCIPLINE OR DISMISSAL	20
ARTICLE 15 – PERSONNEL FILES	21
ARTICLE 16 – LAYOFF	22
ARTICLE 17 – WORKLOAD	22
ARTICLE 18 – RECLASSIFICATION AND POSITION REVIEW	23
ARTICLE 19 – REMOTE WORK	24
ARTICLE 20 – HOLIDAYS	25
ARTICLE 21 – LEAVES	25
ARTICLE 22 – IMMIGRATION	28
ARTICLE 23 – HEALTHCARE	31
ARTICLE 24 – DEPENDENT CARE	31
ARTICLE 25 – HOUSING	32
ARTICLE 26 – PARKING AND TRANSIT	32
ARTICLE 27 – ACCOMMODATIONS	33
ARTICLE 28 – ANTI DISCRIMINATION AND HARASSMENT	35
ARTICLE 29 – TITLE IX	37
ARTICLE 30 – UNION RIGHTS	37
ARTICLE 31 – UNION MEMBERSHIP	40
ARTICLE 32 – UNION VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)	
41	
ARTICLE 33 – UNION MANAGEMENT COMMITTEE	42

ARTICLE 34 – MANAGEMENT RIGHTS	42
ARTICLE 35 – STRIKES	42
ARTICLE 36 – DURATION	43
APPENDIX A - BENEFITS	46

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

ARTICLE 1.1 – Bargaining Unit. In accordance with PERC Case No.136078-E-22, PERC Case No. 144384-E-25, RCW 41.56.421, and 41.56.427, 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

ARTICLE 2.1 – Purpose. It is the purpose of this Agreement to provide for the wages, hours and terms and conditions of employment of the Student Workers covered by this Agreement.

ARTICLE 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.

ARTICLE 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.

ARTICLE 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 Student Workers’ 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

ARTICLE 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 a Student Worker or the Union from resolving disagreements informally.

ARTICLE 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.

ARTICLE 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.

ARTICLE 3.4 – Time Limits.

ARTICLE 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 Student Worker, 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.

ARTICLE 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.

ARTICLE 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.

ARTICLE 3.5 – Submission of Grievances and Responses.

ARTICLE 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.

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

ARTICLE 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.

ARTICLE 3.6 – Process.

ARTICLE 3.6.1 – 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 Student Worker(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.

ARTICLE 3.6.2 – 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.

ARTICLE 3.6.3 – 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.

ARTICLE 3.6.4 – 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 Three 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.

ARTICLE 3.7 – Arbitration.

ARTICLE 3.7.1 – 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.

ARTICLE 3.7.2 – 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.

ARTICLE 3.7.3 – 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.

ARTICLE 3.7.4 – 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.

ARTICLE 3.7.5 – 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 Student Worker(s); provided that the decision does not include action by the arbitrator beyond his or her jurisdiction.

ARTICLE 3.7.6 – 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

ARTICLE 4.1 – Job Levels.

Job levels for Student Workers are described in Table 1. Student Workers who move to a higher-level position in the same job classification will receive an increase of at least five percent (5%).

ARTICLE 4.1.1 – Longevity Increases. Beginning September 16, 2026, Hourly Student Workers who remain in the same job title in the same department for three consecutive academic quarters will receive a minimum of a 2% increase in the next consecutive academic fall quarter if they remain in the same job title in the same department. This increase will be in addition to any increase student workers receive due to annual increase in minimum hourly rates or stipend amount pursuant to Sections 4.2.1, 4.3, and 4.4.2.A.

ARTICLE 4.1.2 – Student Workers 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 a Student Worker's job experience, performance, and time worked into account.

Table 1: Student Worker Job Levels:

<u>Job Level</u>	<u>Description</u>
1	The Student Worker at Job Level 1 works under direct supervision, with tasks and responsibilities assigned and overseen by a

<u>Job Level</u>	<u>Description</u>
	supervisor or experienced staff member. The role requires little to no independent decision-making, as guidance and instructions are provided for most tasks, and involves performing basic tasks or using standard systems. This role excludes responsibilities related to handling money or financial transactions.
2	The Student Worker at Job Level 2 is designed for students who have a moderate level of experience and are ready to take on more complex tasks and responsibilities. This role involves performing moderately complex duties under general supervision, with an increased level of responsibility and the use of independent judgment. This role typically requires specialized training and knowledge of non-standard internal systems or processes. This position is ideal for students looking to take on more complex tasks and responsibilities while developing their skills. This role may include responsibilities related to handling money or financial transactions.
3	The Student Worker at Job Level 3 is an advanced position designed for students who are capable of handling complex tasks with minimal supervision. This role involves a high level of responsibility and judgment, including the potential to lead or direct the activities of other student employees. This position is ideal for students looking to further their practical experience, taking on complex tasks and/or leadership responsibilities while sharpening their skills.
WURT	Salaried undergraduate position combines academic, professional skills development, and work-related responsibilities in one role. Compensation is based on the work-related duties as defined in the position description and performance is assessed holistically and in keeping with job levels 1, 2, and 3 as defined above. Duties may include but are not limited to participating in mentoring and researcher training activities; developing discipline-specific research skills and

<u>Job Level</u>	<u>Description</u>
	knowledge; assisting with laboratory, studio, field, archival, or theoretical research work; attending meetings and conferences; and assisting in preparing and presenting research materials, presentations, or reports.
Graduate Salaried Student Worker Positions	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 4.2 – Undergraduate Hourly Student Worker Minimum Rates.

ARTICLE 4.2.1 – All undergraduate Hourly Student Worker positions are assigned by the University to level 1, 2 or 3 based on duties, responsibilities and experience required for the position (Table 1). 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 below. Graduate students may accept employment in an undergraduate hourly position, subject to the hourly rates in this Agreement. Nothing in this Agreement limits the University’s ability to pay an hourly Student Worker at a rate greater than the minimums below.

Table 2: Undergraduate Hourly Student Worker Minimum Rates

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

Effective September 16, 2026, these Undergraduate Hourly Student Worker Rates (Level 1, 2, and 3) shall each be increased by 2%. On September 16th, 2027, these hourly rates shall be increased by a minimum of 2% or the increase provided to the Washington

Federation State Employees/Public School Employees for the applicable fiscal year, whichever is higher.

ARTICLE 4.3 – Undergraduate Research Trainees, Graduate Teaching Assistant, and Graduate Research Assistant Salaries.

The minimum monthly salary for Undergraduate Research Trainees and Graduate Teaching and Graduate Research Assistant 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 Undergraduate Research Trainees and Graduate Teaching and Graduate Research Assistants working different FTEs. Graduate Student Workers may also be paid on an hourly basis. Nothing in this Agreement limits the University's ability to pay Undergraduate Research Trainees and Graduate Teaching and Graduate Research Assistants at a rate greater than these minimums.

Table 3: Minimum Graduate Salaries/Hourly Rates for Graduate Teaching Assistants and Research Assistants:

Job Classification	Monthly Amount	Hourly Equivalent
Undergraduate Research Trainee	\$1716	\$19.79
Graduate Teaching Assistant	\$2068	\$23.86
Graduate research Assistant		

Effective September 16, 2026, the Undergraduate Research Trainee, Graduate Teaching Assistant and Graduate Research Assistant Monthly Amount and Hourly Equivalent shall be increased annually by 2%. On September 16, 2027, these salary/hourly rates shall be increased by a minimum of 2% or the increase provided to the Washington Federation State Employees/Public School Employees for the applicable fiscal year, whichever is higher.

ARTICLE 4.4 – Stipend Student Workers (Residence Life).

ARTICLE 4.4.1 – The University shall continue current compensation and benefits to Stipend Student Workers in Residence Life (currently the Resident Advisor, Inclusion Assistant, and Apartment Advisor titles):

- A. Minimum Stipend: \$2,266.69 for the 2025/26 academic year (including the additional contracted week of move-in prep / move-in)
- B. Additional Paid Training: Up to 60 hours paid at the appropriate Undergraduate Hourly Student Worker rate.
 - a. Meals will be included as part of the total compensation to the Student Worker (or an equivalent Per Diem) for each day of training
- C. A Single Room in the same hall as the work assignment will be provided to the Student Worker (unless assigned a temporary roommate)
- D. Board will be included as part of the total compensation to the Student Worker in the form of a Meal Plan available for student staff (currently Weekly 14, Weekly 10, and Weekly 7 options, per quarter) or additional stipend in lieu of the Meal Plan for Apartment Advisors.

- E. Break On-Call (including Thanksgiving, winter break, spring break) Pay of \$70 for each day a Student Worker is on call.
 - a. \$50 Per Diem for meals for each day of Break On-call

ARTICLE 4.4.2 – The University shall modify compensation and benefits for Stipend Student Workers in Residence Life as follows:

- A. Effective at the beginning of the 2026-2027 academic year, the minimum stipend shall be increased by 2%. For academic year 2027-2028 and 2028-2029, the minimum stipend shall be increased by 2% or the increase provided to the Washington Federation State Employees/Public School Employees for the applicable fiscal year, whichever is higher.
- B. Additional Paid Training. Effective at the beginning of the 2026-2027 academic year the pay rate for Training Hours shall be adjusted annually to the amount for Job Level 3 in Section 4.2.1.
 - a. Meals will be included as part of the total compensation to the Student Worker (or an equivalent Per Diem) for each day of training.
- C. A Single Room in the same hall as the work assignment will be provided to the Student Worker, but no temporary roommates shall be required
- D. Board equal or greater to the 2025/26 benefit shall be provided as part of the total compensation to the Student Worker. All eligible Stipend Student Workers shall be provided the option of receiving this as an additional stipend in lieu of a Meal Plan (with 2026/27 plan options or greater).
- E. Effective September 16th, 2026, break on-call (including Thanksgiving, winter break, spring break) pay shall be increased to \$75.
 - a. Per Diem for meals for each day of break on-call shall be increased to \$55.

ARTICLE 4.5 – Campus Dining Committee. All meal plan programs will be subject to regular review by the Campus Dining Committee, which will include a representative from WAWU.

ARTICLE 4.6 – Meal Plan Benefit Materials for Stipend Student Workers. By August 1, 2026, the parties will develop materials that explain Meal Plan options available to Stipend Student Workers as part of their total compensation and the relationship between the campus dining program and the objectives of the position (including, community development, relationship building and the overall interpersonal, social, and academic success of campus residential students). The materials will also explain what options exist for eligible Stipend Student Workers to opt out of the program, the considerations (i.e. taxation, eligibility for financial assistance such as SNAP, etc) associated with opting out, and the processes for doing so. The parties will update these materials each academic year as needed to reflect any changes to the Board Meal Plan program.

ARTICLE 5 – TUITION AND FEES

ARTICLE 5.1 – Salaried Tuition Waivers. Graduate Student Workers 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 Student Workers with a salaried appointment of less than 50% FTE (e.g., an appointment of 25% FTE will receive a waiver of 50% of tuition).

ARTICLE 5.2 – Hourly Tuition Assistance Stipend. Effective September 16, 2025, Student Workers 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:

ARTICLE 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 Student Worker is not enrolled.

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

ARTICLE 5.2.3 – Student Workers who are receiving a full tuition waiver are not eligible for the stipend.

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

ARTICLE 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.

ARTICLE 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, with the exception of mandatory student fees initiated by student referendum.

ARTICLE 6 – JOB POSTING

ARTICLE 6.1 – The University shall post information on the Human Resources Student Employment Website regarding open hire Student Worker positions. Positions that are not open hire positions are those positions that are (a) typically assigned to Student Workers 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.

ARTICLE 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. Job applicants will be informed of the outcome of their application within two (2) weeks of candidate selection.

ARTICLE 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.

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

ARTICLE 6.3.1 – Job title

ARTICLE 6.3.2 – Summary of the general nature of required duties

ARTICLE 6.3.3 – Minimum and any preferred qualifications

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

ARTICLE 6.3.5 – Start Date

ARTICLE 6.3.6 – End Date

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

ARTICLE 6.3.8 – Hiring unit

ARTICLE 6.3.9 – Supervisor Name (if known)

ARTICLE 6.3.10 – Salary/wages

ARTICLE 6.3.11 – Applicable benefits

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

ARTICLE 6.3.13 – A statement that the position is covered by this Agreement

ARTICLE 6.3.14 – Web address/hyperlink to the current Agreement

ARTICLE 6.3.15 – Web address/hyperlink to the Union's website

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

ARTICLE 6.3.17 – Deadlines for application

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

ARTICLE 6.3.19 – An employment non-discrimination statement

ARTICLE 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.

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

ARTICLE 7 – APPOINTMENT NOTIFICATION

ARTICLE 7.1 – Graduate School Offer Letters. For graduate Student Worker 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:

ARTICLE 7.1.1 – Job % FTE

ARTICLE 7.1.2 – Start Date

ARTICLE 7.1.3 – End Date

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

ARTICLE 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.

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

ARTICLE 7.3.1 – Job title

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

ARTICLE 7.3.3 – Start Date

ARTICLE 7.3.4 – End Date

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

ARTICLE 7.3.6 – Hiring unit and supervisor

ARTICLE 7.3.7 – Summary of the general nature of required duties

ARTICLE 7.3.8 – University required trainings (if applicable). Additional
training opportunities may be included.

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

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

ARTICLE 7.3.11 – Salary/wages

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

ARTICLE 7.3.13 – Health insurance contact information (if relevant)

applicable)	ARTICLE 7.3.14 –	Tuition and fee waiver or exemption information (if
	ARTICLE 7.3.15 –	Response requirements, if any
	ARTICLE 7.3.16 –	A statement that the position is covered by this Agreement
	ARTICLE 7.3.17 –	Web address/hyperlink to the current Agreement, and
	ARTICLE 7.3.18 –	Web address/hyperlink to the Union’s website.

ARTICLE 7.4 – Appointment Term. Appointments are subject to and contingent upon a Student Worker 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, Student Workers 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, Student Workers 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.

ARTICLE 7.5 – Job Descriptions.

ARTICLE 7.5.1 – The University shall provide Student Workers 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

ARTICLE 7.5.2 – Job descriptions will be provided to Student Workers 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.

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

ARTICLE 8 – SCHEDULING

ARTICLE 8.1 – Applicability. This article applies to Student Workers whose positions have specific, scheduled hours.

ARTICLE 8.2 – Employee Input. Supervisors will make reasonable efforts to solicit Student Worker input before making changes to a Student Worker’s schedule that are ongoing in nature. When making changes to scheduled hours, supervisors will work with Student Workers to accommodate academic commitments, including classes and exams.

ARTICLE 8.3 – Advance Notice.

ARTICLE 8.3.1 – Student Workers 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.

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

ARTICLE 8.4 – Emergency Schedule Changes. The University may adjust a Student Worker's work schedule without prior notice during an emergency. When making emergency schedule changes to scheduled hours, supervisors will work with Student Workers to accommodate academic commitments, including classes and exams.

ARTICLE 9 – TRAINING

ARTICLE 9.1 – Training. The University will determine and provide the training necessary for Student workers to fulfill their assigned duties.

ARTICLE 9.2 – Compensation for Required Training. Time spent by Student Workers in training required by the University for their Student Worker position will be considered time worked.

ARTICLE 9.3 – Anti-Sexual Harassment and Anti-Discrimination Training. The University will provide interactive, in-person whenever possible, training for Student Workers as required by State law. Attendance will be considered time worked for all Student Workers.

ARTICLE 9.3.1 – 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 Student work situations.

ARTICLE 9.3.2 – Training Development. The content of the training will be developed and modified over time by the University. The content will be based in part on the advice and feedback provided by the Union and 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.

ARTICLE 10 – HEALTH AND SAFETY

ARTICLE 10.1 – Responsibility for Safety. The University, Student Workers, and the Union share responsibility for workplace safety. Student Workers shall not be required nor will a Student Worker work in an unsafe environment. All work by a Student Worker shall be performed in conformity with applicable safety standards. Should a Student Worker 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.

ARTICLE 10.2 – Right to Information. As required by applicable law, the University will make available information to Student Workers 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.wvu.edu/>. Safety information relevant to specific Student Worker positions will be introduced during orientation and training.

ARTICLE 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.

ARTICLE 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.

ARTICLE 10.5 – Safety Training. The University will provide Student Workers with orientation and/or training to perform their jobs safely. In addition, if necessary, training will be provided to Student Workers on the safe operation of equipment prior to use. Student Workers 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 Student Worker, promptly conduct a safety assessment of the Student Worker's work responsibilities through the University's Environmental Health and Safety Department.

ARTICLE 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.

ARTICLE 10.7 – Rest Facilities. Access to adequate lunchrooms, washrooms and toilet facilities will be provided and available for use of Student Workers, 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.

ARTICLE 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 33) shall also be empowered to discuss health and safety issues.

ARTICLE 10.9 – Post-Traumatic Event Response Protocol. In the event a Student Worker(s) experience has direct exposure to a traumatic event(s) (as defined by Section 10.9.5) while on shift, or in their workplace, the University shall immediately initiate the following protocol.

ARTICLE 10.9.1 – Outreach from Direct Supervisor or University Resource. A direct and relevant supervisor and/or applicable University Resource utilizing confidentiality of the impacted student worker(s) shall reach out via email within 24 hours of learning of a traumatic event(s). This communication must include information about all available resources, including workers compensation and the benefits and protocols outlined within this Agreement.

ARTICLE 10.9.2 – Mental Health Support and Paid Leave. Notwithstanding any time-loss compensation, mental health care, or other form of support provided pursuant to a Student Worker's workers' compensation claim, The University may provide paid leave, mental health or other support through the appropriate University resource at no additional cost to the Student Worker for the duration of the eligible Student Worker's needs. Student Workers are encouraged to avail themselves of services available through the WWU Counseling and Wellness Center in addition to any mental health providers that are requisite for their workers' compensation process.

ARTICLE 10.9.3 – Working Group Input. On an annual basis, The Union may request to meet with the University to assess the success of this protocol and provide feedback.

ARTICLE 10.9.4 – Traumatic Event. A single traumatic event will be defined by WAC 2936-14-300. Examples of single traumatic events include:

- A. Actual or threatened death, actual or threatened physical assault, actual or threatened sexual assault, and life-threatening traumatic injury.
- B. These exposures must occur in one of the following ways:
 - (i) Directly experiencing the traumatic event;
 - (ii) Witnessing, in person, the event as it occurred to others; or
 - (iii) Extreme exposure to aversive details of the traumatic event

ARTICLE 11 – WORKSPACE AND MATERIALS

ARTICLE 11.1 – Access to Workspace and Materials. Student Workers 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.

ARTICLE 11.2 – Notice of Changed Work Site. If feasible, the University will provide a Student Worker 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 Student Workers shall be notified as soon as reasonably practicable.

ARTICLE 12 – TRAVEL

ARTICLE 12.1 – Reimbursements and Per Diems. The University shall reimburse Student Workers 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.wvu.edu/Subject/Travel>.

ARTICLE 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.

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

ARTICLE 12.2.1 – Student Workers 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.wvu.edu/travel-services/resources-travel>.

ARTICLE 12.3 – Timelines for Reimbursement. Student Workers shall be reimbursed for approved travel expenses within thirty (30) calendar days of submitting a properly completed reimbursement request, in accordance with university policies, as found here: <https://business-services.wvu.edu/travel-services/travel-reimbursement>

ARTICLE 13 – PROFESSIONAL DEVELOPMENT

ARTICLE 13.1 – Professional Development. The University regards student employment as a form of professional development. Student Workers are encouraged to discuss with their

supervisors their professional development goals and may submit requests to their supervisors for additional professional development opportunities.

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

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

ARTICLE 13.3.1 – Performance Evaluations should be completed at least once per academic year for Student Workers who have a continued appointment to the same position for two consecutive quarters.

ARTICLE 13.3.2 – Student Workers shall be informed at least two (2) weeks in advance of performance evaluations.

ARTICLE 13.4 – Supervision. Student Workers and their supervisors are expected to communicate and/or meet as necessary to provide job direction.

ARTICLE 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 Student Workers.

ARTICLE 14 – DISCIPLINE OR DISMISSAL

ARTICLE 14.1 – Just Cause. All disciplinary actions for Student Workers shall be for just cause.

ARTICLE 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.

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

ARTICLE 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.

ARTICLE 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.

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

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

ARTICLE 14.7.1 – Notify the Student Worker 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 Student Worker shall be entitled to any relevant materials (such as an investigative report), although confidential information and witness statements may be withheld; and

ARTICLE 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 Student Worker will be notified of the charges and given an opportunity to respond.

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

ARTICLE 14.7.4 – The Student Worker and the Union will be provided with a copy of the final disciplinary decision.

ARTICLE 14.8 – Union Representation.

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

ARTICLE 14.8.2 – A Student Worker 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

ARTICLE 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 Student Workers including supervisory files, payroll files and medical files.

ARTICLE 15.2 – Disciplinary Documents and Performance Evaluations. Student Workers 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.

ARTICLE 15.3 – Review of Personnel Files. Student Workers 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 Student Worker. 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.

ARTICLE 15.4 – Requesting copies of Personnel Files. Upon request, the Student Worker 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 Student Worker or their representative.

ARTICLE 15.5 – Requests for Removal of Material. Student Workers will have the right to request the removal or correction of material that the Student Worker 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. Student Workers 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.

ARTICLE 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.

ARTICLE 15.7 – Confidentiality. All materials in the personnel file of a Student Worker, 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.

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

ARTICLE 15.9 – Continuation of Rights. Student Workers 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 a Student Worker.

ARTICLE 16 – LAYOFF

ARTICLE 16.1 – Notice. If an individual accepts a Student Worker appointment and it is subsequently eliminated prior to its end date, or there is an ongoing and involuntary reduction of the hours (more than four (4) weeks) 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.

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

ARTICLE 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

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

ARTICLE 17 – WORKLOAD

ARTICLE 17.1 – Salaried Graduate School Student Workers. Salaried Student Workers 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 Student Worker and supervisor. Standard salaried Student Worker 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.

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

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

ARTICLE 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 Student Worker, adjust the FTE of the appointment or add an additional appointment to address the additional workload.

ARTICLE 17.2 – Hourly Student Workers. Hourly Student Workers 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 Student Worker and the supervisor.

ARTICLE 17.3 – Compensated Hours. Any work assignment (including prep work), University required training as defined in Article 9, 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.

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

ARTICLE 17.5 – Multiple Positions. Student Workers with multiple positions are responsible for managing their schedules, staying within the weekly hour maximum, and balancing competing requirements of their positions. Supervisors are not responsible for negotiating schedules

with other campus departments. It is the responsibility of the Student Worker to inform their supervisor of scheduling conflicts.

ARTICLE 17.6 – Workload Issues. Issues related to workload can be discussed between the parties in the Union-Management Committee.

ARTICLE 18 – RECLASSIFICATION AND POSITION REVIEW

ARTICLE 18.1 – Position Review. The supervisor/department head, or Student Worker may request that a Student Worker's position be reviewed when the requesting party believes that the basis of its request has become a permanent requirement of the position. A position may not be reviewed more often than once every six (6) months.

ARTICLE 18.1.1 – The Student Worker and/or the Student Worker's immediate supervisor will complete and sign the appropriate form.

ARTICLE 18.1.2 – The Student Worker or the supervisor will then send the completed electronic form to Human Resources. Within five (5) days of receipt, Human Resources will email a notice to the Student Worker of the date the completed position review request form was received in their office. Human Resources will review the completed form and provide the Student Worker written notice of the decision regarding the appropriate classification within sixty (60) calendar days of the date the position review request was received in the Human Resources Office. The notice will include applicable appeal rights.

ARTICLE 18.1.3 – The University will investigate the position and issue a written response to the Student Worker or Student Worker's representative within sixty (60) calendar days from receipt of forms by Human Resources. A completed request is defined as the Student Worker completing all Student Worker portions of the reclassification forms. The response will include notification of the class and job level assigned when the position is reallocated, or notification of the reasons the position does not warrant reallocation when the request is not approved.

ARTICLE 18.1.4 – If a Student Worker is reallocated to a lower job level, the Student Worker shall retain their current rate of pay, provided it falls within the pay range of the new position. If the current rate of pay falls outside the new range, the Student Worker shall be placed at the nearest step within the new range.

ARTICLE 18.1.5 – Following receipt of the University's determination, a Student Worker may request reconsideration to the divisions appointing authority.

ARTICLE 18.1.6 – Any compensation increase as a result of a reclassification will be retroactive to the date that Human Resources received the position review request.

ARTICLE 19 – REMOTE WORK

ARTICLE 19.1 – Remote Working. Remote work is the practice of performing required job functions from an out of office management approved location.

ARTICLE 19.2 – Remote Work Requests. Any Student Worker who believes that all, or part, of their position is suitable for remote work may request to work remotely by submitting a written request to their supervisor. The supervisor will evaluate the Student Worker's request and will approve or deny the request in writing. Student Workers whose requests to work remotely are approved will be required to sign an agreement confirming expectations regarding their schedule, timekeeping, remote work environment, data/information security and other matters specific to their position. Student

Workers may seek review of a denied request through Human Resources. Human Resources will provide a written response within two (2) weeks of a requested review. Management has the right to assign work and work locations per Article 34 (Management Rights).

ARTICLE 19.3 – Remote Work Standards. Decisions regarding employee- or University-initiated modifications of a remote work agreement or requests for new remote work agreements shall:

ARTICLE 19.3.1 – Not be arbitrary, capricious, or discriminatory, and

ARTICLE 19.3.2 – Be applied consistently to employees within the same classification with substantially similar job duties within a department unless there is a project-based justification.

ARTICLE 19.4 – Changes in Remote Work Status. Should the university request a Student Worker return to office from a fully remote position, a notice of fourteen (14) calendar days shall be provided before that Student Worker is expected to return.

ARTICLE 20 – HOLIDAYS

ARTICLE 20.1 – 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

ARTICLE 20.2 – 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.

ARTICLE 20.3 – Holiday Schedules and Holiday Pay. Hourly Student Workers 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, a Student Worker may be permitted to work additional hours during a holiday week to avoid a loss of paid hours.

ARTICLE 21 – LEAVES

ARTICLE 21.1 – 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.

ARTICLE 21.2 – Sick Leave.

ARTICLE 21.2.1 – A salaried Student Worker 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 Student Worker will be awarded sick leave on the effective date of the appointment. The amount of paid leave will be prorated for salaried Student Workers with appointments other than 50% FTE and/or appointment lengths other than an academic quarter.

ARTICLE 21.2.2 – The accrual rate for hourly Student Workers 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.

ARTICLE 21.2.3 – 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.
- I. Is legally authorized to work in the United States and is absent from work due to the involvement of the employee or employee's relative or household member in an immigration enforcement action.

ARTICLE 21.2.4 – 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.

ARTICLE 21.2.5 – 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 Student Workers expires at the end of each appointment period; previously accrued sick leave will be reinstated for an hourly Student Worker who receives an additional hourly appointment within twelve (12) months of the termination of their previous appointment.

ARTICLE 21.3 – Leave without Pay. Leave without pay for periods lasting more than three (3) workdays may be granted for circumstances outlined in Section 21.2.3. Student Workers 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 Student Worker 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 a Student Worker 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 Student Worker's appointment. A Student Worker 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 Student Worker in a comparable position for the remainder of the term outlined in the original appointment letter.

ARTICLE 21.4 – Bereavement Leave. The University will grant an Student Worker bereavement leave due to the death of a family member (as defined in Section 21.2.4). The period of leave for bereavement shall be up to three (3) calendar days per occurrence; the Student Worker 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.

ARTICLE 21.5 – Military Leave. Student Workers 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.

ARTICLE 21.6 – Jury Duty. Student Workers shall be eligible for a jury duty leave when summoned for required jury duty service. Student Workers are expected to provide notice to their supervisor when they receive a summons. Student Workers will be paid for scheduled hours missed due to jury duty. Verification of actual jury duty service shall be provided by the Student Worker to the University upon request. Jury duty leave will not continue beyond the end date of the Student Worker's appointment.

ARTICLE 21.7 – 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. Student Workers may use paid sick leave (as specified in Section 21.2.3above) for child care emergencies.

ARTICLE 21.8 – Request for Leave and Coverage. Student Workers 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.

ARTICLE 21.9 – 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:

ARTICLE 21.9.1 – 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.

ARTICLE 21.9.2 – Employees will only be required to identify that the request for leave is for a reason of faith or conscience.

ARTICLE 21.10 – Administrative Leave. The University may place a Student Worker on paid administrative leave without prior notice during a University investigation if, in the judgment of the University, the circumstances warrant promptly relieving the Student Worker from all work duties and/or require removing the Student Worker from the premises.

ARTICLE 21.10.1 – The Union will be promptly notified when a Student Worker is placed on paid administrative leave.

ARTICLE 21.10.2 – Paid administrative leave is not discipline.

ARTICLE 21.10.3 – While on paid administrative leave, Student Workers are expected to remain available. Student Workers will be given reasonable notice to respond to University requests or participate in investigatory processes as required during their normal working hours.

ARTICLE 21.10.4 – At the conclusion of an investigation, if no disciplinary action is taken, no record of administrative leave will be placed in the Student Worker’s personnel file.

ARTICLE 22 – IMMIGRATION

ARTICLE 22.1 – Immigration Support. The University will work with Student Workers to accommodate any appointments and/or hearings scheduled by federal immigration officials of the Department of State with respect to immigration or citizenship status of the employee, spouse, domestic partner, child, or parent, or to apply for a visa and/or seek other forms of immigration relief. With proper documentation, these accommodations may include granting up to three (3) weeks of unpaid leave, the use of accrued leave, or an alternative work schedule for scheduled work missed.

ARTICLE 22.2 – Work Authorization.

ARTICLE 22.2.1 – No Student Worker covered by this Agreement shall suffer any loss of job level or compensation, due to any legal changes in the Student Worker name or social security number.

ARTICLE 22.2.2 – Reinstatement.

ARTICLE 22.2.3 – If during the term of an appointment a Student Worker 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 a Student Worker as a result of the Student Worker's immigration status, the University will implement the following:

- a. Loss of Work Authorization. In the event it becomes clear that the University is not able to lawfully continue to employ a student worker as a result of the Student Worker's immigration status the University may initiate the release process described in Section 4 below.
- b. Re-entry Disruptions. If a Student Worker's return to the United States is delayed or disrupted by government actions or requirements, the University will take reasonable efforts to provide the Worker with an alternative work arrangement for up to 90 days to perform the essential functions of their job until they are able to re-enter the United-States, as allowed by federal and state law. If an alternative work arrangement is not possible, the University may consider unpaid leave or use of accrued leave as allowed by federal and state law.

B. Release Process for Loss of Work Authorization or Disruptions to Re-Entry.

- a. In the event that the University initiates the release process, the student worker shall be given a written notice of release. The notice shall:
 - i. State how the employee has failed to comply with work authorization requirements;
 - ii. State that the employee has the right to respond, and to whom, within ten (10) calendar days from the date of issuance of release either orally or in writing; and
 - iii. State the effective date of the action.
- b. If the employee meets the legal requirements of providing work authorization to the University during the response period the University will reestablish their employment.

C. Reestablishment of Employment.

- a. If the Student Worker is able to obtain work authorization that permits them to work in a bargaining unit position within the time of their original appointment period or, in the case of re-entry disruptions, is able to return to the United States within the time of their original appointment period, the University shall reinstate the Student Worker if the position remains vacant or make reasonable attempts to meet with the Student Worker and the Union to re-assign the Student Worker as soon as practicable to any open equivalent position.

b. If the employee is not able to obtain work authorization that permits them to work in a bargaining unit position or is able to re-enter the United States within the time of their original appointment period, the University agrees to meet with the Union and the Student Worker to make reasonable efforts to re-employ the Student Worker for the following academic term. To be re-employed, the employee must provide valid work authorization.

D. In the event that a Student Worker on an F-1 or J-1 visa has their visa revoked, the University will inform the impacted employee and the Union as soon as possible. The employee can request the appropriate federal documentation for reinstatement through the relevant office. The University will not unreasonably deny such a request for supporting documentation when the employee's visa has been revoked through no fault of their own, and any determination of reasonableness shall be based on the information available to the University at the time the request is considered.

ARTICLE 22.3 – Housing Support. The University will provide guidance and information regarding housing options to international students relocating to the U.S.

ARTICLE 22.4 – Legal Support Fund. Student Workers who are experiencing immigration concerns that impact their employment with the University may be eligible for support offered through a WWU pilot project for legal resources. Upon implementation of a pilot, the Union will be provided the opportunity to offer input on the administration of the project.

ARTICLE 22.5 – Unlawful Treatment Protection. 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 Student Worker while the Student Worker is on the University's premises.

ARTICLE 22.5.1 – In the event that the University is served with a validly executed Search or Arrest warrant, the University shall arrange for a questioning of the Student Worker to occur in a private setting.

ARTICLE 22.5.2 – The University will notify the Student Worker concerned immediately upon learning of an immigration investigation regarding a Student Worker or if federal immigration or DHS agents seek to question, search, or detain a Student Worker on University premises.

ARTICLE 22.5.3 – When the University becomes aware of Immigration officers on campus that poses significant disruption or poses a direct concern to the campus community, the University will endeavor to keep the community informed in a timely, accurate, and responsible way.

ARTICLE 22.6 – Privacy. The University will not release a Student Worker's immigration status or related information contained in personnel files without the Student Worker's consent, unless required by federal or state law or pursuant to a judicial warrant or subpoena. In the event that the request be specific to a Student Worker, the University will notify said employee and will request the consent of the employee to share the notification of the warrant or subpoena with the Union unless prohibited by law.

ARTICLE 22.7 – Contract Provision. The University will furnish a copy of this agreement to any Student Worker terminated because they are not authorized to work in the United States of America.

ARTICLE 22.8 – Continuing Concern. In the event of any change in federal, state, or local immigration laws, regulations, court rulings, enforcement practices, or government requirements that materially affects the procedures outlined in this Article, the parties mutually agree to meet at either party's written request, to determine whether any adjustments to these procedures are necessary to comply with the new legal requirements.

ARTICLE 23 – HEALTHCARE

ARTICLE 23.1 – Benefits. Current medical, dental and vision benefits under the University's student health insurance plans are included in Appendix A.

ARTICLE 23.2 – Utilization Data. The University will provide the Union with utilization reports as they become available.

ARTICLE 23.3 – 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 Student Workers, 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.

ARTICLE 23.4 – 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.

ARTICLE 23.5 – Employer Contribution. Graduate Student Workers 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. Graduate Student Workers may, at their election and expense, insure dependents and obtain additional insurance offerings subject to the terms of the insurance plans.

ARTICLE 23.5.1 – Summer Quarter. A Graduate Student Worker who is eligible for the University-sponsored health insurance plan for Spring of the preceding academic year who is enrolled in the following academic year will receive the same premium coverage for the Summer Quarter.

ARTICLE 24 – DEPENDENT CARE

ARTICLE 24.1 – Dependent Care. The University and the Union recognize that family life has a significant impact upon employees' work lives. Student Workers shall have access to the University's Child Development Center on the same basis as other University students.

ARTICLE 24.2 – Dependent Care Advisory Committee. 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 25 – HOUSING

ARTICLE 25.1 – Shared Interest. The Union and the University share the concern that Student Workers and their families need safe, affordable and adequate housing.

ARTICLE 25.2 – WWU Housing. All Student Workers shall be eligible for University housing according to University policies and procedures.

ARTICLE 25.3 – 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 26 – PARKING AND TRANSIT

ARTICLE 26.1 – General Conditions. The University and the Union agree reducing the University's carbon footprint is a mutual goal.

ARTICLE 26.2 – Transit Passes. Student Workers will be provided a transit pass covering bus transit on Whatcom Transportation Authority and Skagit Transit buses at no additional cost to the Student Worker.

ARTICLE 26.2.1 – Non-Enrolled Student Workers. Upon request, a Student Worker who is working during a quarter in which they are not enrolled as a student, including summer, will be provided this transit pass.

ARTICLE 26.3 – Parking. Student Workers 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.

ARTICLE 26.3.1 – 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 Student Workers.

ARTICLE 26.4 – 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 Student Worker will be considered time worked.

ARTICLE 27 – ACCOMMODATIONS

ARTICLE 27.1 – Accessible Workspaces. The Union and the University agree that it is a shared goal for all Student Workers to have accessible workplaces.

ARTICLE 27.2 – Reasonable Accommodations. The University shall provide reasonable accommodation to qualified Student Workers. This may include modification or adjustment to a job, work environment, policy, practice, or procedure that enables a qualified Student Worker 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.

ARTICLE 27.3 – Interactive Process. A Student Worker 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.

ARTICLE 27.3.1 – When a Student Worker makes a request under this Article, the parties will engage in an interactive process, which is an ongoing dialogue between the Student Worker 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 Student Worker are expected to participate in the interactive process in good faith.

ARTICLE 27.3.2 – 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 Student Worker's unique circumstance, consisting of responses within no more than a week.

ARTICLE 27.3.3 – During the interactive process, the University considers information related to the essential functions of the job, the Student Worker'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 Student Worker to consider, and the Student Worker will determine which accommodation(s), if any, will be implemented.

ARTICLE 27.3.4 – Student Workers may involve a support person to assist in the interactive process, which may be a Union representative.

ARTICLE 27.3.5 – If requested by the Student Worker, the supervisor/department administrator, in consultation with the appropriate University administrators may implement an appropriate temporary work adjustment that allows the Student Worker to complete the essential functions of their job until the interactive process is completed.

ARTICLE 27.4 – Disability Related Accommodations.

ARTICLE 27.4.1 – If a Student Worker believes they have a disability and are requesting a modification or adjustment to a job, work environment, policy, practice, or procedure, the Student Worker should contact HR disability services. The disability services representative will engage in a dialogue about disability related limitations and possible reasonable accommodations with the Student Worker and may request documentation from a health care provider explaining the extent of the Student Worker'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.wvu.edu/POL-U1600.03-Accommodating-Persons-With-Disabilities>.

ARTICLE 27.4.2 – 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.

ARTICLE 27.5 – Pregnancy and Postpartum Accommodations. The University provides reasonable pregnancy and postpartum workplace accommodations.

ARTICLE 27.5.1 – The University will allow adequate reasonable break time for a Student Worker to express breast milk when needed. Student Workers 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 a Student Worker's work location, the University will work with the Student Worker to identify a convenient location and work schedule to accommodate their needs. Student Workers 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, Student Workers should contact Human Resources to find an appropriate storage space.

ARTICLE 27.5.2 – The University shall maintain a web page listing the designated lactation stations. These lactation stations will be available to all Student Workers.

ARTICLE 27.5.3 – If requested by a Student Worker, 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.

ARTICLE 27.5.4 – In addition, a pregnant Student Worker may request other workplace accommodation(s). The University and the Student Worker 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.

ARTICLE 27.6 – Violence Related Safety Accommodations.

ARTICLE 27.6.1 – A Student Worker 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.

ARTICLE 27.6.2 – 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 28 – ANTI DISCRIMINATION AND HARASSMENT

ARTICLE 28.1 – Non-Discrimination. Neither the University nor the Union shall discriminate or harass any Student Worker 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.

ARTICLE 28.2 – 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.wvu.edu/POL-U1600.02-Ensuring-Equal-Opportunity-and-Prohibiting-Discrimination-and-Retaliation>.

ARTICLE 28.3 – 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.

ARTICLE 28.4 – 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.

ARTICLE 28.5 – 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. In appropriate workplace behavior will not be tolerated. If a Student Worker believes they have been subjected to inappropriate workplace behavior, they are encouraged to report this behavior to the Student Worker's supervisor, a manager in the Student Worker's chain of command and/or the Human Resources Office.

ARTICLE 28.6 – Resolution Procedures.

ARTICLE 28.6.1 – Student Workers who feel they have been the subject of discrimination and/or harassment, including sexual harassment, in violation of Section 28.1 or Section 28.2 are encouraged to address these issues and seek resolution. Student Workers 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 Student Worker and, if appropriate, refer

the matter to another University office. Student Workers may also file discrimination complaints with appropriate state and federal agencies.

ARTICLE 28.6.2 – In cases where the Union or a Student Worker 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.

ARTICLE 28.6.3 – Timeline. A Student Worker shall have 120 days to submit a grievance alleging a violation of this article. Both parties agree to work to ensure that these issues are reported and resolved as quickly as possible.

ARTICLE 28.6.4 – 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 shall ensure Student Workers' ability to continue working. If the University directs a Student Worker to remain out of the workplace during an investigation, the Student Worker shall be immediately placed on paid administrative leave as described in Section 21.10.

ARTICLE 28.6.5 – 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.

ARTICLE 28.6.6 – Representation. The Student Worker (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.

ARTICLE 28.7 – Equity Survey. When performing the campus climate assessment required by RCW 28B.10.147 the University shall collect Student Worker status information. The University shall provide the results of the assessment to the Union.

ARTICLE 28.8 – 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 a Student Worker with the location of the gender-neutral restroom nearest to their worksite.

ARTICLE 28.9 – Policies. The University shall provide Student Workers with information about its non-discrimination and harassment policies during new employee orientation and through periodic employee trainings.

ARTICLE 29 – TITLE IX

ARTICLE 29.1 – 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.

ARTICLE 29.2 – 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 Student Workers and appeals from those discipline processes; and (b) clarification of how discipline matters involving Title IX claims will be resolved.

ARTICLE 30 – UNION RIGHTS

ARTICLE 30.1 – Employee Reports. The University will provide the Union with the following reports, in spreadsheet format:

ARTICLE 30.1.1 – Monthly 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

ARTICLE 30.1.2 – 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

ARTICLE 30.1.3 – Monthly 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

ARTICLE 30.1.4 – 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

ARTICLE 30.1.5 – Each quarter, a Separation Report with one row per employee identifying Student Workers who were in the bargaining unit the previous quarter who have graduated.

ARTICLE 30.1.6 – The parties shall mutually agree to changes to the formatting, terminology, or source data of fields on these reports.

ARTICLE 30.2 – Release Time for Bargaining. The University shall provide paid release time from their regular working hours for up to seven (7) Student Workers designated by the Union for the purpose of bargaining a replacement agreement. Student Workers will coordinate with their supervisor(s) to minimize any disruption of their employment duties associated with their participation in bargaining.

ARTICLE 30.3 – Facilities Access.

ARTICLE 30.3.1 – 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.

ARTICLE 30.3.2 – 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.

ARTICLE 30.3.3 – 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, Student Workers may not record as work time any time spent performing Union business.

ARTICLE 30.4 – Union Stewards. The union may elect or appoint union stewards:

ARTICLE 30.4.1 – The union will provide the university with the names and jurisdictions of its stewards.

ARTICLE 30.4.2 – The University will provide release time to a Union steward for representing a Student Worker 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.

ARTICLE 30.5 – 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.

ARTICLE 30.6 – Orientations.

ARTICLE 30.6.1 – The University and the Union agree that every Student Worker should have access to a union orientation when starting a new job.

ARTICLE 30.6.2 – Human Resources will provide new hire orientation on a monthly basis that are scheduled in advance either virtually or in person. The Union will be provided a 30-minute time slot at these orientations to communicate with employees represented by the Union.

ARTICLE 30.6.3 – 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.

ARTICLE 30.6.4 – 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 Student Workers.

ARTICLE 30.6.5 – Time spent by a Student Worker 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.

ARTICLE 30.7 – 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.

ARTICLE 30.8 – 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 31 – UNION MEMBERSHIP

ARTICLE 31.1 – Union Membership. Employees who are covered under this Agreement may choose to execute a Union membership and payroll deduction form.

ARTICLE 31.2 – Dues Authorization. Upon written notification to WWU Payroll Services from the Union of a Student Worker'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.

ARTICLE 31.3 – 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.

ARTICLE 31.4 – Revocation. If a Student Worker contacts the University to request that payroll deduction be ended, the University will promptly refer the Student Worker to the Union to process the request. A Student Worker 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 a Student Worker has revoked authorization.

ARTICLE 31.5 – Payment to the Union. The University will remit a payment for all deductions to the Union electronically at the end of each pay period.

ARTICLE 31.6 – 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 32 – UNION VOLUNTARY COMMUNITY ACTION PROGRAM
(VCAP)**

ARTICLE 32.1 – Authorization for Voluntary Deduction. Upon presentation of a signed authorization form executed by a Student Worker, the University agrees to provide a voluntary check off for the UAW Voluntary Community Action Program (“VCAP”) in accordance with the following provisions:

ARTICLE 32.1.1 – The authorization form must be mutually agreed upon by the parties and contain specific WWU payroll language as determined by the University.

ARTICLE 32.1.2 – The UAW will verify the Student Worker is an active dues paying member prior to submitting the VCAP authorization form to WWU Payroll Services.

ARTICLE 32.1.3 – The VCAP deduction will be divided equally between the two (2) monthly paychecks.

ARTICLE 32.1.4 – This provision is for regular recurring payroll deductions and shall not be used for one-time deductions.

ARTICLE 32.1.5 – A Student Worker 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.

ARTICLE 32.1.6 – VCAP collections less any processing charges will be remitted to the UAW VCAP on a per pay period basis.

ARTICLE 33 – UNION MANAGEMENT COMMITTEE

ARTICLE 33.1 – 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.

ARTICLE 33.2 – 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 34 – MANAGEMENT RIGHTS

ARTICLE 34.1 – 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:

ARTICLE 34.1.1 – Plan, direct and control all operations and services of the University, including its mission, strategic direction, service levels, staffing and resource requirements.

ARTICLE 34.1.2 – Develop, interpret, amend and enforce written policies, procedures, and reasonable rules governing the workplace.

ARTICLE 34.1.3 – Determine the methods, means and organization by which University operations and services shall be undertaken and accomplished.

ARTICLE 34.1.4 – Discipline or terminate employees for just cause.

ARTICLE 34.1.5 – Assign work and work locations and schedule the hours of work.

ARTICLE 34.1.6 – Establish the duties and responsibilities of employees.

ARTICLE 34.1.7 – Establish work performance standards and implement policies and procedures for evaluating the performance of employees.

ARTICLE 34.1.8 – Plan and implement any reductions in force, including the identification of the specific position(s) or job classifications affected by a reduction in force.

ARTICLE 34.1.9 – Recruit, hire and promote employees based on standards established by the University.

ARTICLE 34.1.10 – Require additional training and assign employees to complete any such training.

ARTICLE 35 – STRIKES

ARTICLE 35.1 – Nothing in this Agreement permits or grants to Student Workers the right to strike or refuse to perform their official duties.

ARTICLE 35.2 – Any action of a Student Worker 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 Student Worker 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 a Student Worker 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 Student Worker must report time they are absent from work as leave without pay.

ARTICLE 36 – DURATION

ARTICLE 36.1 – Term of Agreement. This Agreement shall become effective and will remain in effect from the date of ratification by the parties until April 30, 2028, unless extended by mutual agreement.

ARTICLE 36.2 – Successor Agreement. Unless otherwise agreed, the initial bargaining session for the successor agreement will take place no later than February 1, 2028.

[Signatures are on the following pages.]

Executed this ____ day of _____, 2026.

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:

Anika Erickson, Organizer

Willow Heidt, Organizer

David Parsons, International Servicing
Representative

Alejandro Garcia, Bargaining Committee Member

Cassi Kiger, Bargaining Committee Member

Colleen Ryan, Bargaining Committee Member

Connor Haines, Bargaining Committee Member

Eddie Church, Bargaining Committee Member

Grace Rodriguez, Bargaining Committee Member

Haley Meerdink, Bargaining Committee Member

Heather Curfman, Bargaining Committee Member

Jase Kaeberlein, Bargaining Committee Member

Kaitlyn Minnotte, Bargaining Committee Member

Lily Eilebrecht, Bargaining Committee Member

Niko Fung Chen Pen, Bargaining Committee
Member

Quin Marston, Bargaining Committee Member

Sophia Ruiz, Bargaining Committee Member

Mike Miller, Director, Region 6

Victor Quiroz, Assistant Director, Region 6

APPENDIX A - BENEFITS

Health Care Benefits Summary – 2026 to 2027

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			
	At pharmacies contracting with Aetna				
Prescription Drugs, includes specialty drugs, Up to a 30-day supply (Deductible waived)	100% after a Generic: \$15 Copayment Preferred-Brand Name: \$35 Copayment Non-Preferred Brand-Name: \$70 Copayment	50% 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 Periods & Rates					
	FALL 09/01/2026 - 12/31/2026	WINTER 01/01/2027 - 03/19/2027	SPRING 03/20/2027 - 06/11/2027	SPRING/ SUMMER 03/20/2027 - 08/31/2027	SUMMER 06/12/2027 - 08/31/2027
Student	\$3,129	\$2,000	\$2,154	\$4,232	\$2,078
Spouse	\$3,129	\$2,000	\$2,154	\$4,232	\$2,078
Each Child ¹	\$3,129	\$2,000	\$2,154	\$4,232	\$2,078

¹Coverage for two (2) or more children is calculated at the child rate times two (2).