

WSU/UAW STAFF ASSOCIATION LOCAL 2071

2024 Contract Negotiations

NEW 2024-2027 COLLECTIVE BARGAINING CHANGES

**** Note: All new language shows in green; and
All deleted language shows as ~~strikethrough~~**

NEGOTIATED ADJUSTMENTS

**Effective November 20, 2024
(UNLESS DESIGNATED OTHERWISE)**

WSU EMPLOYEE AND LABOR RELASTIONS

WSU – Staff Association CBA

ARTICLE 1. RECOGNITION

Job title changes

ARTICLE 3. UNION SECURITY (TA)

A. Membership in the Union: Membership in the Union and/or the payment of a service fee shall not be required as a condition of continued employment at the University.

B. However, if elected, such Union dues or service fees shall be paid within thirty (30) calendar days from the date that an Employee has assumed a position with said unit. ~~The University shall be notified in writing, by the Union, of any Union dues or service fee paying Employee in the bargaining unit who is thirty (30) calendar days in arrears in payment.~~

C. Payment by Check-Off: During the life of this Agreement, and in accordance with the terms of the form "Authorization of Check-Off Dues," after Employee authorization, the Employer agrees to deduct an amount equal to membership dues levied in accordance with the Constitution and Bylaws of the Union from the pay of each Employee who executes or has executed the "Authorization for Payroll Deduction for Union Dues or Service Fee form."

D. Initiation Fees: During the life of this Agreement, and in accordance with the terms of the form Union Dues Authorization Form the Employer agrees to deduct such initiation fee from the pay of any Employee who authorizes such deduction by signing the initiation fee form.

E. The Employer shall not be responsible for collecting Union dues or service fees during periods of leaves of absence for which an Employee receives no pay from the Employer.

F. The Employer shall not be responsible for the collection of past dues or dues in arrears of more than thirty (30) calendar days, pursuant to paragraph B.

G. Initiation fees, Union dues or service fees deducted by the Employer pursuant to this Article shall be forwarded by check to the Union, not later than the tenth (10th) of the month following the month such deductions were made.

H. On the twentieth (20th) of the month following the month deductions were made, the Employer shall furnish to the local Union a list of Employees with any additions or deletions, including explanations since the last listing.

I. The Union shall indemnify and hold the University harmless from any and all claims, demands, suits or other action(s) arising from the terms of this Article

ARTICLE 5. NON-DISCRIMINATION (TA)

- A. The Employer and the Union both recognize their responsibilities under Federal, State, and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement and the commitment not to discriminate against any person or persons because of sex, sexual preference, race, creed, color, religion, national origin, marital status, age, disability, height, weight, or political beliefs.
- B. Employees who believe that they have been discriminated against for the above listed reasons may choose to pursue their claim through the University's internal discrimination complaint procedure administered by the Department of Equal Opportunity. or through the grievance procedure of this Agreement. Discrimination complaints pursued through the grievance procedure may not be further pursued through the arbitration process.

The Division of Human Resources is available and encourages all employees to bring workplace related concerns, with the exception of those falling under the purview of Department of Equal Opportunity and its internal discrimination complaint procedure, to its attention for review and resolution. The union may be notified of the occurrence of such meetings at the employee's option, but will not be a participant in such HR meetings:

The initial choice of one of these two internal procedures binds the Employee and the Union as to the discrimination aspect of any claim, and prohibits the processing of that same discrimination claim through any other internal procedure

ARTICLE 12. PROBATIONARY STATUS (TA)

A. PROBATIONARY EMPLOYEE: New Employees hired into the bargaining unit covered by this Agreement shall be considered probationary employees for the first six (6) calendar months of employment. Any period of absence shall not be credited toward completion of the probationary period.

B. A probationary period in excess of six (6) calendar months may be extended by mutual agreement among Employee, Employer and Union.

C. SENIORITY: There shall be no seniority among probationary Employees. Upon completion of the probationary period, such Employee will acquire seniority from date of hire into the bargaining unit and shall be considered a seniority Employee.

D. Upon completion of the probationary period, Employees may be considered for promotions and transfers pursuant to Article 19.

E. Any discipline, layoff, or termination of a probationary Employee shall not be subject to the grievance and arbitration procedure.

F. The employer recognizes that the Union represents the Probationary Employee in regards to wages, hours and terms and conditions of employment

ARTICLE 16. SENIORITY

A. Bargaining Unit Seniority: Bargaining Unit seniority shall be defined as the total length of service in all classifications represented by the Union. Such seniority will be recognized by according Employees job preference consideration for promotions and transfers in accordance with Article 19 of this Agreement, layoff and recall rights in accordance with Article 18 of this Agreement, and by affording Employees job preference for assignment to temporary promotional positions of more than thirty (30) days within the department.

B. Total University Seniority: Total University seniority shall be defined as total continuous service in regular positions of the Employer. Such seniority will be used to determine fringe benefit eligibility.

1. A separation from service, except to serve with the Armed Forces of the United States, or because of an authorized leave, shall void all past seniority rights and benefits.

2. ~~Effective January 1, 1993~~, when an Employee is granted an authorized leave-of absence, seniority rights will continue to accrue from the time the leave was granted until the Employee returns to regular employment. **(TA)**

C. When two or more employees in the bargaining unit have the same bargaining unit seniority date, the seniority tie breaker shall be the university seniority date. Where two employees have the same university seniority date, the tie breaker shall be the highest last numeric portion of the employees' access ID number.

D. Fractional-time shall be regarded as equal to full-time, except where specifically treated differently, i.e. promotions, transfers, and layoffs, effective January 1, 1995

ARTICLE 23. EVALUATIONS

A. The job performance of Employees will be evaluated periodically on forms developed by the Employer, and may also be evaluated informally as necessary.

B. The Employee will receive a copy of the Performance Evaluation Form upon which the evaluation is made and have an opportunity to respond on the evaluation.

(For discussion)

C. Performance reviews with overall ratings that are Less-than-Satisfactory ("LS") or below shall be subject to the grievance challenge, but only when the rating is not supported by a level of discipline of three, one-day suspensions, or a suspension of three or more days. Performance reviews above Less-than-Satisfactory ("LS") are not grievable.

ARTICLE 43. RETIREMENT (TA)

A. ~~Effective sixty (60) calendar days after the ratification of the 2008-2012 Agreement,~~ Fractional and full-time Employees who have attained twenty-six (26) years of age shall be eligible to participate in the University sponsored retirement programs with University contribution. **TA**

B. Fractional or full-time Employees, immediately upon employment, may participate in the retirement program on an individual basis with University contribution. The Employer match shall start at a 1% employee contribution, and increase on a 2 for 1 basis, up to 5% employee contribution (10% maximum University contribution).

For the University contribution, vested percentage is as follows:

Years of Vested Service* Vested Percentage

Less than 2 years -0-

2 years or more in a pay status..... 100%

*For the purposes of this article, "Vested Service" is defined as: (1) If employment ends prior to 2 years of service, 100% of the employer contribution is forfeited to WSU, (2) If employment ends after 2 years of service the employee is entitled to 100% of the employer contribution.

Employees with previous service at an eligible educational institution may be able to waive all or a portion of the two-year vesting requirement.

C. The Employee may also deposit additional money with TIAA/CREF or Fidelity Investments.

D. Upon termination of employment prior to retirement, refunds will be governed by the applicable rules of the organization holding the funds.

E. A retiree shall be defined as an Employee who retires from the University, and:

1. Has participated in the WSU Retirement Program for at least five (5) years or has at least ten (10) years of University service, and

2. Has attained the age of fifty-five (55).

F. Retirees shall be entitled to the following benefits provided the retiree notifies the Employer in writing of the intent to retire at least two (2) weeks prior to the date of retirement.

1. Life insurance (currently \$2,500) coverage with the premium paid in full by the Employer.

2. Continued Group medical coverage providing the retiree pays the full monthly premium.

3. Payment for one-half (1/2) of the accumulated Illness Bank up to a maximum of thirty (30) days' pay.

4. Accrued vacation as of the last day worked will be paid to the Employee in a lump sum.

NEW ARTICLE No (?) DISCHARGE OR DISCIPLINE (TA)

Discipline shall be for just cause. Ordinarily, for offenses which in the discretion of the university are not deemed serious, there would be coaching prior to formal discipline. However, there may be infractions that are serious enough in nature that progressive discipline steps will not be applied and may result in termination.

If the Employer has reason to discipline or reprimand an Employee, it shall be done expeditiously and as timely as possible and in a manner that will not embarrass an Employee before other Employees or the public.

An Employee with live disciplinary action on his/her record, who is absented from the workplace for more than 30 consecutive days, shall have the life of the most recent disciplinary action frozen, until his/her return to work,

Should an Employee who is suspended or discharged consider the suspension or discharge to be improper, a grievance signed by the Employee must be presented in writing through the Local President, or his/her designated representative, to the Labor Relations Department, or its designated representative within seven (7) working days (Monday-Friday) of the University's action

WSU Proposals – re: Job Title/Classifications (TA)

I. Job Classification

Secretary Title	Proposed New titles
Secretary I	Administrative Support Associate I
Secretary 1 – Upward Bound	Administrative Support Secretary I – Upward Bound
Secretary II	Administrative Support Associate II
Secretary III	Administrative Support Associate III
Secretary IV	Administrative Support Associate IV
Jobs with Associate in title	
Accounting Clerk	Accounting Associate
Accounting Clerk, SR.	Accounting Associate, SR.
Accounting Clerk, SR.-C*	Accounting Associate, SR.-C*
Accounts Receivable Clerk	Accounts Receivable Associate
Admissions Clerk	Admissions Associate
Data Entry Clerk I	Data Entry Associate I
Data Entry Clerk II	Data Entry Associate II
Data Entry Clerk I-C*	Data Entry Associate I-C*
Imaging Clerk I-C*	Imaging Associate I-C*
Imaging Clerk I	Imaging Associate I
Imaging Clerk II	Imaging Associate II
Imaging Clerk, SR.	Imaging Associate, SR.
Library Clerk	Library Associate
Library Clerk, SR.	Library Associate, SR.
Office Clerk	Office Associate
Office Services Clerk I	Office Services Associate I
Office Services Clerk II	Office Services Associate II
Office Services Clerk, LD.	Office Services Associate, LD.
Office Services Clerk, SR	Office Services Associate, SR
Personnel Clerk I	Personnel Associate I
Personnel Clerk II	Personnel Associate II

Personnel Clerk, SR.	Personnel Associate, SR.
Post Office Window Clerk	Post Office Window Associate
Program Records Clerk I	Program Records Associate I
Program Records Clerk II	Program Records Associate II
Program Record Clerk, SR.	Program Record Associate, SR.
Program Record Clerk, SR.-C*	Program Record Associate, SR.-C*
Records/Registration Clerk I	Records/Registration Associate I
Records/Registration Clerk II	Records/Registration Associate II
Records/Registration Clerk III	Records/Registration Associate III
Students Records Clerk I	Students Records Associate I
Students Record Clerk II	Students Record Associate II
Students Record Clerk, LD.	Students Record Associate, LD.
Students Record Clerk, SR.	Students Record Associate, SR.
Supplies Clerk	Supplies Associate
Technical Services Clerk (Grade 3)	Technical Services Associate (Grade 3)
Technical Services Clerk (Grade 4)	Technical Services Associate (Grade 4)

Article 34. Illness Day Plan (Continued) (TA)

D. Illness benefits are a type of insurance coverage; however, in addition to excused absence for personal illness, days may be used during the twelve (12) month contract year for the special needs listed below and charged to the illness bank.

(TA)

1. Death of a member of the immediate family. Up to 5 consecutive working days per immediate family member, per contract year. If the employee experiences more than one instance of death of a member of the immediate family per contract year, the employee may use sick time. However, if the employee has exhausted all of their sick time and there is more than one instance of death of an immediate family member, the employee shall then be able to draw from vacation or any purpose days for a total of five consecutive working days.

NEW ARTICLE

Flexible Work Arrangements

The University currently has in place, and may continue in the future, a flexible work arrangement program with hybrid/remote work provisions (“The Program” hereafter). This applies to bargaining unit members who are not designated as critical infrastructure employee and whose job duties may be performed remotely, as determined by department management.

The flexible work arrangement program is pursuant to the terms of the WSU FWA policy, and is subject to change or discontinuation within the sole discretion of WSU. Qualifying employees may be granted or denied a flexible work arrangement based upon the operational needs of the department, and as deemed appropriate by the worksite management.

ARTICLE 47. SALARIES

A. Salary Increases:

Year 1 (2024-2025)	4.5% ATB, plus .5% for performance plus \$1,000 bonus to each employee upon ratification
Year 2 (2025-2026)	3.0% ATB, plus .5% for performance payable November 20, 2025
Year 3 (2026-2027)	2.5% ATB, plus .5% for performance payable November 20, 2026