

1 **ARTICLE 39**

2 **UNION ACTIVITIES**

3 **39.1 Representation**

4 Upon request, employees will have the right to representation at all levels on any
5 matter adversely affecting their conditions of employment. The exercise of this
6 right will not unreasonably delay or postpone a meeting. Except as otherwise
7 specified in this Agreement, representation will not apply to discussions with an
8 employee in the normal course of duty, such as giving instructions, assigning work,
9 informal discussions, delivery of paperwork, staff or work unit meetings, or other
10 routine communications with an employee.

11 **39.2 Staff Representatives**

12 A. The Union will provide the Employer with a written list of staff
13 representatives and the jurisdictions they are responsible for. The Union
14 will provide written notice to the Employer of any changes within thirty
15 (30) calendar days of the changes.

16 B. Staff representatives may have access to the Employer's offices or facilities
17 in accordance with college policy and this Agreement to carry out
18 representational activities. The representatives will notify Human
19 Resources prior to their arrival on campus grounds and will not interrupt the
20 normal operations of the institution. If the staff representative intends to be
21 on campus between 5:00 pm and 8:00 am, the representative will inform
22 Human Resources before 4:00 pm on the day of their arrival. In accordance
23 with Section 39.4, staff representatives may also meet with bargaining unit
24 employees in non-work areas during the employees' meal periods, rest
25 periods, and before and after their shifts.

26 **39.3 Shop Stewards**

27 A. The Union will provide the Employer with a written list of current shop
28 stewards, their campus jurisdiction and which shop stewards are approved

1 to provide representation under Section 39.1, Representation. The Union
2 will maintain the list. The Employer will not recognize an employee as a
3 shop steward if their name does not appear on the list.

4 B. Shop stewards will be provided reasonable time during their normal
5 working hours to prepare for, travel to and attend meetings scheduled by
6 management within the shop stewards' office, facility or geographic
7 jurisdiction within the bargaining unit for the following representational
8 shop steward's activities:

- 9 1. Representational shop stewards only: investigatory interviews and
10 pre-disciplinary meetings, in accordance with [Article 28](#),
11 Disciplinary Procedures, or to investigate and process grievances in
12 accordance with Article 30, Grievance Procedure; or
- 13 2. Labor/Management Communication Committees and other
14 committee meetings under Section 39.8 C; or
- 15 3. Negotiations in accordance with [Article 50](#), Mandatory Subjects; or
- 16 4. To meet with new employees under [Section 9.7](#).

17 The shop steward will obtain prior approval from their supervisor to
18 prepare for, travel to and attend a meeting. Notification will include
19 the approximate amount of time the shop steward expects the
20 activity to take. Any college business requiring the employee's
21 immediate attention will be completed prior to attending the
22 meeting. Time spent preparing for, traveling to and attending
23 meetings during the shop stewards non-work hours will not be
24 considered as time worked. Shop stewards may not use state
25 vehicles to travel to and from a worksite in order to perform
26 representational activities, unless authorized by the college.

1 C. If the amount of time a shop steward spends performing steward activities
2 is affecting their ability to accomplish assigned duties, the Employer will
3 not continue to release the employee and the Union will be notified, in
4 writing, as to the reason(s).

5 **39.4 Employees**

6 A. An employee will be provided a reasonable amount of time during their
7 normal working hours to meet with a representational shop steward and/or
8 staff representative to process their grievance. In addition, an employee will
9 be released during their normal working hours to prepare for and attend
10 meetings or hearings scheduled by management for the following:

11 1. Management scheduled investigatory interviews and/or pre-
12 disciplinary meetings, in accordance with [Article 28](#), Disciplinary
13 Procedures; and

14 2. Management scheduled informal grievance resolution meetings,
15 grievance meetings, alternative dispute resolution meetings,
16 mediation sessions and arbitration hearings, in accordance with
17 Article 30, Grievance Procedure.

18 a. Subpoenaed Witnesses in an Arbitration
19 When an employee is subpoenaed as a witness on behalf of
20 the Union in an arbitration case, the employee may appear
21 without loss of pay if they appear during their work time,
22 provided the testimony given is related to their job function
23 or involves a matter they have witnessed, and is relevant to
24 the arbitration case. Every effort will be made to avoid the
25 presentation of repetitive witnesses.

26 B. An employee will obtain prior approval from their supervisor in order to
27 attend any meeting or hearing during their work hours. All requests will
28 include the approximate amount of time the employee expects the activity

1 to take. As determined by the supervisor, any college business requiring the
2 employee's immediate attention must be completed prior to attending a
3 meeting or hearing. Employees will suffer no loss in pay for preparing for
4 or attending management scheduled meetings and hearings that are
5 scheduled during the employee's work time. Time spent preparing for and
6 attending a meeting or hearing during the employee's non-work hours will
7 not be considered as time worked. An employee cannot use a state vehicle
8 to travel to and from a worksite in order to attend a meeting or hearing
9 unless authorized by the college.

- 10 C. If the amount of time an employee spends attending meetings or hearings
11 on behalf of the Union, is affecting their ability to accomplish their assigned
12 duties, the Employer will not continue to release the employee and the
13 Union will be notified, in writing, as to the reason(s).

14 **39.5 Use of State Facilities, Resources, and Equipment**

15 A. Meeting Space and Facilities

16 The Employer's offices and facilities may be used by the Union to hold
17 meetings subject to the Employer's policy, availability of the space and with
18 prior written authorization of the Employer.

19 B. Supplies and Equipment

20 The Union and its membership will not use state-purchased supplies or
21 equipment to conduct union business or representational activities. This
22 does not preclude the use of the telephone for representational activities if
23 there is no cost to the Employer, the call is brief in duration and it does not
24 disrupt or distract from institution business.

25 C. Email, Fax Machines, the Internet, and Intranets

26 The Union and its members will not use state-owned or operated email, fax
27 machines, the internet, or intranets to communicate with one another except
28 in the following circumstances:

- 1 1. Employees may use state-operated email to request union
2 representation.
- 3 2. Shop stewards may use state owned/operated equipment to
4 communicate with the Union and/or the Employer for the exclusive
5 purpose of administration of this Agreement. Such use will:
 - 6 a. Result in little or no cost to the Employer;
 - 7 b. Be brief in duration and frequency;
 - 8 c. Not interfere with the performance of their official duties;
 - 9 c. Not distract from the conduct of state business;
 - 10 d. Not disrupt other state employees and will not obligate other
11 employees to make a personal use of state resources; and
 - 12 e. Not compromise the security or integrity of state information
13 or software.
- 14 3. The Union may participate in Employer scheduled new employee
15 orientation meetings, either in person or online using the Employer's
16 online platform, but not the Employer's equipment.

17 The Union and its shop stewards will not use the above-referenced
18 state equipment for union organizing, internal union business,
19 advocating for or against the Union in an election or any other
20 purpose prohibited by the Executive Ethics Board. Communication
21 that occurs over state-owned equipment is the property of the
22 Employer and may be subject to public disclosure.

- 23 D. Up to one (1) time per month, the college/district human resource director,
24 or designee, with seven (7) calendar days' notice, will distribute
25 notifications from the Union by email, limited to date, time and location of

1 union sponsored informational meetings, subject to the restrictions in
2 Subsection 39.5 C. Designated union officials will provide notification by
3 submitting it directly to the human resource director or designee, who will
4 distribute the notice within three (3) business days.

5 **39.6 Bulletin Boards and Newsstands**

6 A. Bulletin Boards

7 The Employer will maintain bulletin board(s) or space on existing bulletin
8 boards currently provided to the Union for union communication. In
9 bargaining units where no bulletin board or space on existing bulletin boards
10 has been provided, the Employer will supply the Union with adequate
11 bulletin board space in convenient places. Where there are existing bulletin
12 boards for WPEA only, the Employer will replace the Employer's bulletin
13 board with a Union provided bulletin board of a similar size. Material posted
14 on the bulletin board will be appropriate to the workplace, politically non-
15 partisan, in compliance with state ethics law, and identified as union
16 literature. Union communications may not be posted in any other location
17 on the campus.

18 B. Newsstands

19 If requested, The Employer will identify area(s) where Union provided
20 newsstand(s) can be located at each college/district. Union provided
21 newsstand(s) must meet the Employer's campus standards.

22 **39.7 Distribution of Material**

23 A Union-designated steward or WPEA staff member ~~employee~~ will have access
24 once per month to their worksite for the purposes of distributing Union information
25 to other bargaining unit employees provided:

26 A. The steward ~~employee~~ is on break time or off-duty;

27 B. The distribution does not disrupt the Employer's operation;

1 C. The distribution will normally occur via desk drops or mailboxes as
2 determined by the Human Resources Manager. In those cases where
3 circumstances do not permit distribution by those methods, an alternative
4 method will be mutually agreed upon; and

5 D. The steward or WPEA staff member~~employee~~ notifies the Human
6 Resources Manager in advance of their intent to distribute information.

7 **39.8 Time Off for Union Activities**

8 A. Union-designated employees may be allowed time off without pay to attend
9 Union-sponsored meetings, union-informational meetings, training
10 sessions, negotiations, conferences, and conventions. The employee's time
11 off will not interfere with the operating needs of the institution as
12 determined by management. If the absence is approved, the employees may
13 use accumulated compensatory time, vacation leave or personal holiday in
14 accordance with [Article 11](#), Holidays, instead of leave without pay.
15 However, employees must use compensatory time prior to use of vacation
16 leave, unless the use would result in the loss of vacation leave.

17 B. The Union will give the Employer a written list of the names of the
18 employees it is requesting attend the above-listed activities, at least fourteen
19 (14) calendar days prior to the activity.

20 C. The Employer may approve alternate or flex employee work schedules in
21 order for bargaining unit employees to attend labor-management
22 committees, or Employer-established committees, meetings or council
23 meetings at which the Employer requests a Union member to attend in a
24 Union-related role.

25 **39.9 Temporary Employment with the Union**

26 With thirty (30) calendar days' notice, unless agreed otherwise, employees may be
27 granted leave without pay to accept temporary employment with the Union of a
28 specified duration, not to exceed six (6) months, provided the employee's time off

1 will not interfere with the operating needs of the college/district as determined by
2 management. Employees who accept temporary employment with the Union may
3 be allowed to use 8 hours per month of vacation leave or compensatory time to
4 maintain their medical benefits while working for the Union. The Union will
5 reimburse the Employer for the “fully burdened costs of the positions” the
6 Employer incurs as a result of an employee accepting the temporary employment.
7 The Union will reimburse the Employer. The parties may agree to an extension of
8 leave without pay up to an additional six (6) months. The returning employee will
9 be employed in a position in the same job classification and the same geographical
10 area, as determined by the Employer.

11 **39.10 Temporary Employment as a Union President**

12 A. Leave of Absence

13 Upon request of the Union, the Employer will grant leave with pay for the
14 President for up to thirty-six (36) months. The Union will give the
15 Employer at least thirty (30) calendar day’s prior notice, unless otherwise
16 agreed. The Union will reimburse the Employer for the “fully burdened
17 costs of the positions” the Employer incurs as a result of placing the
18 President on leave with pay during the period of absence. The Union will
19 reimburse the College by the 20th of each month for the previous month.

20
21 B. Leave Balances

22 The President will accrue sick leave in the amount of one hour for every 40
23 hours worked but will not accrue vacation leave during the period of
24 absence. When the President returns to state service their leave balances
25 will not exceed their leave balances on the date the period of absence
26 commenced. If the sick leave balance was under 40 hours as of the date the
27 period of absence commenced, they will retain accrued sick leave up to 40
28 hours total upon return to state service. If the President retires or separates
29 from state service at the end of the period of absence, their leave balances

1 will not exceed their leave balances on the date the period of absence
2 commenced. Reporting of leave will be submitted to the Employer. All
3 leave requests will be submitted within the required time limits.

4
5 C. Indemnification

6 The Union will defend, indemnify and hold harmless the Employer for any
7 and all costs including attorney's fees, damages, settlements, or judgments,
8 or other costs, obligations, or liabilities the Employer incurs as a result of
9 any demands, claims, or lawsuits filed against the Employer arising out of
10 or in relation to actions taken by the President, or their status as President
11 during the period of absence.

12 D. Return Rights

13 The President will have the right to return to the same position or in another
14 position in the same job classification and the same geographic area as
15 determined by the Employer, provided such reemployment is not in conflict
16 with other Articles in this Agreement. The employee and the Employer may
17 enter into a written agreement regarding return rights at the commencement
18 of the leave. The period of leave will not impact the employee's seniority
19 date.

20 **39.11 Board of Trustee Meetings**

21 The Employer agrees to make the Board of Trustee meeting materials available to
22 the chief shop steward of each college/district.

23 **39.12 WPEA HE Master Agreement Negotiations**

24 A. Release Time

25 1. The Employer will approve paid release time for the first ~~eight~~
26 ~~(8)~~~~(7)~~ eightseven days of formal negotiations for one (1) Union team member,
27 from each institution of higher education listed in the Preamble, who
28 are scheduled to work on the day negotiations are being conducted.

1 For all remaining formal negotiation sessions and travel to and from
2 the sessions, the Employer will approve compensatory time,
3 vacation leave, personal holiday, or leave without pay, or at the
4 discretion of their supervisor, an employee may be allowed to adjust
5 their work hours.

6 2. Paid release time and other negotiations release time listed above
7 will be approved for Union team members provided the absence of
8 the employee during negotiations will not interfere with the
9 operating needs of college/district.

10 3. Per diem and travel expenses will be paid by the WPEA for Union
11 team members. No overtime or compensatory time will be incurred
12 as a result of negotiations and/or travel to and from negotiations.

13 4. The Union will give the Employer a written list of names of the
14 employees it is requesting attend the above-listed activities at least
15 fourteen (14) calendar days prior to the activity.

16 B. Confidentiality/Media Communication

17 Bargaining sessions will be closed to the press and the public unless agreed
18 otherwise by the chief spokespersons. No proposals will be placed on the
19 parties website. The parties are not precluded from generally
20 communicating with their respective constituencies about the status of
21 negotiations while they are taking place. There will be no public disclosure
22 or public discussion of the issues being negotiated until resolution or
23 impasse is reached on all issues submitted for negotiations.

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer

For the Union

Inti Tapia, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section



Steve Sloniker,
Director of Contract Administration
WPEA