

ARTICLE 39
UNION ACTIVITIES

39.1 Representation

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

39.2 Staff Representatives

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

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

39.3 Shop Stewards

A. The Union will provide the Employer with a written list of current shop stewards, their campus jurisdiction and which shop stewards are approved to provide representation under Section 39.1, Representation. The Union

will maintain the list. The Employer will not recognize an employee as a shop steward if their name does not appear on the list.

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

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

The shop steward will obtain prior approval from their supervisor to prepare for, travel to and attend a meeting. Notification will include the approximate amount of time the shop steward expects the activity to take. Any college business requiring the employee's immediate attention will be completed prior to attending the meeting. Time spent preparing for, traveling to and attending meetings during the shop stewards non-work hours will not be considered as time worked. Shop stewards may not use state vehicles to travel to and from a worksite in order to perform 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 D. Shop stewards may use state owned/operated equipment to communicate
6 with the Union and/or the Employer for the exclusive purpose of
7 administration of this Agreement. Such use will be in compliance with
8 39.5(C).

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10 **39.4 Employees**

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

16 1. Management scheduled investigatory interviews and/or pre-
17 disciplinary meetings, in accordance with Article 28, Disciplinary
18 Procedures; and

19 2. Management scheduled informal grievance resolution meetings,
20 grievance meetings, alternative dispute resolution meetings,
21 mediation sessions and arbitration hearings, in accordance with
22 Article 30, Grievance Procedure.

23 a. Subpoenaed Witnesses in an Arbitration

24 When an employee is subpoenaed as a witness on behalf of
25 the Union in an arbitration case, the employee may appear
26 without loss of pay if they appear during their work time,
27 provided the testimony given is related to their job function

or involves a matter they have witnessed, and is relevant to the arbitration case. Every effort will be made to avoid the presentation of repetitive witnesses.

B. An employee will obtain prior approval from their supervisor in order to attend any meeting or hearing during their work hours. All requests will include the approximate amount of time the employee expects the activity to take. As determined by the supervisor, any college business requiring the employee's immediate attention must be completed prior to attending a meeting or hearing. Employees will suffer no loss in pay for preparing for or attending management scheduled meetings and hearings that are scheduled during the employee's work time. Time spent preparing for and attending a meeting or hearing during the employee's non-work hours will not be considered as time worked. An employee cannot use a state vehicle to travel to and from a worksite in order to attend a meeting or hearing unless authorized by the college.

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

D. Employees may use state-operated email to request union representation.

39.5 Use of State Facilities, Resources, and Equipment

A. Meeting Space and Facilities

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

B. 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 telephone for representational activities if there is no cost to the Employer, the call is brief in duration and it does not disrupt or distract from institution business.

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

The Union and its members covered by this agreement may ~~will not~~ use state-owned or operated email and, ~~fax machines, the internet, or intranets~~ to communicate with one another as provided in this agreement. Such use will ~~except in the following circumstances~~:

~~1. Employees may use state-operated email to request union representation.~~

~~2. Shop stewards may use state owned/operated equipment to communicate with the Union and/or the Employer for the exclusive purpose of administration of this Agreement. Such use will:~~

- a. Result in little or no cost to the Employer;
- b. Be brief in duration and frequency;
- c. Not interfere with the performance of their official duties;
- c. Not distract from the conduct of state business;
- d. Not disrupt other state employees and will not obligate other employees to make a personal use of state resources; and
- e. Not compromise the security or integrity of state information or software.

f. Not include communications that are in support or opposition of a ballot proposition or candidate for federal, state, or local public office

1 D. The Union and its shop stewards will not use the above-referenced state
2 equipment for union organizing, internal union business, advocating for or
3 against the Union in an election or any other purpose prohibited by the
4 Executive Ethics Board. Communication that occurs over state-owned
5 equipment is the property of the Employer and may be subject to public
6 disclosure.

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9 E. 3.—The Union may participate in Employer scheduled new employee
10 orientation meetings, either in person or online using the Employer’s online
11 platform, but not the Employer’s equipment.

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

18 ~~D.F.~~ Up to one (1) time per month, the college/district human resource director,
19 or designee, with seven (7) calendar days’ notice, will distribute
20 notifications from the Union by email, limited to date, time and location of
21 union sponsored informational meetings, subject to the restrictions in
22 Subsection 39.5 C. Designated union officials will provide notification by
23 submitting it directly to the human resource director or designee, who will
24 distribute the notice within three (3) business days.

25 **39.6 Bulletin Boards and Newsstands**

26 A. Bulletin Boards

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

B. Newsstands

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

39.7 Distribution of Material

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

- A. The steward is on break time or off-duty;
- B. The distribution does not disrupt the Employer's operation;
- C. The distribution will normally occur via desk drops or mailboxes as determined by the Human Resources Manager. In those cases where circumstances do not permit distribution by those methods, an alternative method will be mutually agreed upon; and
- D. The steward or WPEA staff member notifies the Human Resources Manager in advance of their intent to distribute information.

39.8 Time Off for Union Activities

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

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

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

39.9 Temporary Employment with the Union

With thirty (30) calendar days' notice, unless agreed otherwise, employees may be granted leave without pay to accept temporary employment with the Union of a specified duration, not to exceed six (6) months, provided the employee's time off will not interfere with the operating needs of the college/district as determined by management. Employees who accept temporary employment with the Union may be allowed to use 8 hours per month of vacation leave or compensatory time to maintain their medical benefits while working for the Union. The Union will reimburse the Employer for the "fully burdened costs of the positions" the Employer incurs as a result of an employee accepting the temporary employment. The Union will reimburse the Employer. The parties may agree to an extension of

1 leave without pay up to an additional six (6) months. The returning employee will
2 be employed in a position in the same job classification and the same geographical
3 area, as determined by the Employer.

4 **39.10 Temporary Employment as a Union President**

5 A. Leave of Absence

6 Upon request of the Union, the Employer will grant leave with pay for the
7 President for up to thirty-six (36) months. The Union will give the Employer
8 at least thirty (30) calendar day's prior notice, unless otherwise agreed. The
9 Union will reimburse the Employer for the "fully burdened costs of the
10 positions" the Employer incurs as a result of placing the President on leave
11 with pay during the period of absence. The Union will reimburse the
12 College by the 20th of each month for the previous month.

13 B. Leave Balances

14 The President will accrue sick leave in the amount of one hour for every 40
15 hours worked but will not accrue vacation leave during the period of
16 absence. When the President returns to state service their leave balances
17 will not exceed their leave balances on the date the period of absence
18 commenced. If the sick leave balance was under 40 hours as of the date the
19 period of absence commenced, they will retain accrued sick leave up to 40
20 hours total upon return to state service. If the President retires or separates
21 from state service at the end of the period of absence, their leave balances
22 will not exceed their leave balances on the date the period of absence
23 commenced. Reporting of leave will be submitted to the Employer. All
24 leave requests will be submitted within the required time limits.

25 C. Indemnification

26 The Union will defend, indemnify and hold harmless the Employer for any
27 and all costs including attorney's fees, damages, settlements, or judgments,
28 or other costs, obligations, or liabilities the Employer incurs as a result of
29 any demands, claims, or lawsuits filed against the Employer arising out of

or in relation to actions taken by the President, or their status as President during the period of absence.

D. Return Rights

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

39.11 Board of Trustee Meetings

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

39.12 WPEA HE Master Agreement Negotiations

A. Release Time

1. The Employer will approve paid release time for the first eight (8) days of formal negotiations for one (1) Union team member, from each institution of higher education listed in the Preamble, who are scheduled to work on the day negotiations are being conducted. For all remaining formal negotiation sessions and travel to and from the sessions, the Employer will approve compensatory time, vacation leave, personal holiday, or leave without pay, or at the discretion of their supervisor, an employee may be allowed to adjust their work hours.

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

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

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

B. Confidentiality/Media Communication

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

Date

Date

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

Steve Sloniker,
Executive Director, WPEA