

**University of Washington – SEIU 925 - IHME**

**11/18/20 – 12/31/23 Collective Bargaining Agreement Summary**

*This summary is provided by the Employer in accordance with RCW 43.88.583. Please note that this is a summary only, and is not intended to be a substitute for reviewing the complete contract. This summary was drafted upon ratification, so please consult the main PDF contract on the LR website for the most up to date contract version.*

<b>Information Requested</b>	<b>Responsive Information</b>
The term of the agreement	November 18, 2020 – December 31, 2023
The bargaining units covered by the agreement by state agency	SEIU 925 IHME Non-supervisory
Base compensation	<u>Appendix I – Job Classifications</u>
Provisions for and rate of overtime pay	<u>Article XX - Overtime</u>
Provisions for and rate of compensatory time	<u>Article XX.2 - Overtime</u>
Provisions for and rate of any other compensation including, but not limited to, shift premium pay, on-call pay, stand-by pay, assignment pay, special pay, or employer-provided housing or meals	<u>Article XX – Compensation, Wages and Other Pay Provisions</u> <u>Article XX – Late Night Work Meals and Transportation</u>
Provisions for and rate of pay for each paid leave provision	<u>Article XX – Reasonable Accommodation of Employees with Disabilities</u> <u>Article XX – Professional Development</u> <u>Article XX – Sick Leave</u> <u>Article XX – Miscellaneous Leave</u> <u>Article XX – Federal Family Medical Leave Act</u> <u>Article XX – Parental Leave</u> <u>Article XX – Shared Leave</u>

<b>Information Requested</b>	<b>Responsive Information</b>
	<p><u>Article XX – Unpaid Holidays for a Reason of Faith or Conscience</u></p> <p><u>Article XX – Holidays</u></p> <p><u>Article XX – Civil/Jury Duty Leave and Bereavement Leave</u></p> <p><u>Article XX – Leave Related to Domestic Violence, Sexual Assault or Stalking</u></p> <p><u>Article XX – Military Leave</u></p> <p><u>Article XX – Work Related Injury Leave</u></p> <p><u>Article XX – Vacation Leave</u></p> <p><u>Article XX – Inclement Weather and Suspended Operations</u></p>
Provisions for and rate of pay for any cash out provisions for compensatory time or paid leave	<p><u>Article XX.2 Sick Leave Cash Out</u></p> <p><u>Article XX.3 Holiday Credit Cash Out</u></p> <p><u>Article XX.2 Overtime Cash Out</u></p> <p><u>Article XX.7 Vacation Leave Cash Out</u></p>
Temporary layoff provision	N/A
Any impasse procedure subject to bargaining	N/A
Health care benefits provisions expressed as a percentage of cost or as a dollar amount, or in the case of contributions to a third-party benefit fund, the hourly contribution rate to the fund	<u>Article XX - Health Care Benefits Amounts</u>
Any retirement benefit subject to bargaining, or in the case of contributions to a third-party benefit fund, the hourly contribution rate to the fund	N/A

<b>Information Requested</b>	<b>Responsive Information</b>
For compensation or fringe benefits with an anticipated cost of fifty thousand dollars or more, a brief description of each component and its cost that comprises the amount funded by the legislature to implement in accordance with RCW 41.80.010(3)	N/A – This collective bargaining agreement is not governed by RCW 41.80.
Number of bargaining unit members covered by the agreement as of the date submitted to the office of financial management	Approximately 220
Content of any agency-specific supplemental agreements affecting (a) through (m) of this subsection	N/A
Any contract provisions that allow the contract to be reopened during the contract term	N/A

**ARTICLE 1 – PREAMBLE AND PURPOSE**

This Agreement is made by and between the Board of Regents of the University of Washington, hereinafter referred to as the Employer, and the Service Employees International Union, Local 925, hereinafter referred to as the Union. The Employer is the Board of Regents of the University of Washington acting through its agents, administrators, and supervisors as determined by the Board of Regents.

Provisions of this Agreement apply to all full-time and regular part-time professional employees of the University of Washington within the Institute of Health Metrics and Evaluation (IHME), excluding employees of the University of Washington within the Client Services Unit organization, Post-Bachelor Fellows, confidential employees, internal auditors, employees covered by Chapter 41.76 RCW, employees covered by Chapter 41.80 RCW, supervisors, and employees covered by any other bargaining unit. Regular Temporary employees shall be covered per Article \_\_\_\_\_.

~~Provisions of this Agreement apply to those regular monthly employees who are employed at the University of Washington in classifications included in the University-wide Nonsupervisory bargaining unit, University-wide Supervisory bargaining unit, Contact Center bargaining unit, Contact Center Supervisory bargaining unit, Harborview Medical Center Technical bargaining unit, Healthcare Professional/Laboratory Technical bargaining unit, Research Technologist bargaining unit, and Research Technologist Supervisor bargaining unit (see Appendix I). Regular temporary employees shall be covered per Article 59.~~

The purpose of this Agreement is to set forth certain terms and conditions of employment and to promote orderly and peaceful labor relations between the parties. The parties agree that it has been and will be their mutual aim to promote systematic and effective employee-management cooperation; fair and reasonable working conditions; effective methods for the prompt adjustment of differences, misunderstandings, and disputes; and dignified and fair treatment of employees in the implementation of all policies and procedures.

**Article 1 – Union Recognition**

1.1. The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, and working conditions for all covered employees of the University of Washington ~~in bargaining units as certified by and under the Washington Personnel Resources Board, the Public Employment Relations Commission and/or the Department of Labor and Industries under the jurisdiction of RCW 28B.16 and 41.80.RCW 41.56. The composition of these units is as set forth in Appendix 1 of this Agreement – Bargaining Units Represented by the Service Employees International Union, Local 925, hereinafter referred to as the Union.~~ The Agreement covers the employees in the bargaining unit described in Appendix 1,

1 entitled "Bargaining Unit Represented by the Service Employees International  
2 Union Local 925 at the University of Washington" but does not cover any positions  
3 excluded by statute, regulation, or other common law. The titles of the jobs listed in  
4 Appendix 1 are listed for descriptive purposes only.  
5

6 **1.2.** The Employer recognizes the exclusivity of the Union as bargaining representative  
7 for employees in the bargaining units. The Employer agrees not to enter into any  
8 agreement or contract with bargaining unit employees, individually or collectively,  
9 which conflicts with the terms of this Agreement unless the employee(s), Union and  
10 Employer specifically agree to such Agreement.

11

12 Tentatively Agreed To:

13 For the Union:

14 DocuSigned by:  
15 *Karen Hart*  
20A628EF480F44A...

16 Date: 10/21/2020

For the Employer:

DocuSigned by:  
*Asilee Hooten*  
A71188E27298445...

Date: 10/7/2020

**ARTICLE XX – NON-DISCRIMINATION**

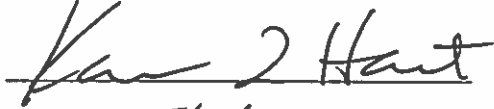
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- 3 2.1 The parties individually agree that they will not engage in any act or practice or  
4 pursue any policy which is discriminatory against any employee who may be a  
5 qualified disabled individual, has status as a protected veteran, who is a victim of  
6 domestic violence, sexual assault or stalking, nor because of their military status,  
7 age, sex (except where sex or age is a bona fide occupational qualification), sexual  
8 orientation, gender identity or expression, genetic information, pregnancy, political  
9 affiliation, political belief, marital status, race, national origin, color, creed, religion,  
10 or membership or non-membership in a union. Unlawful harassment is included  
11 as a form of prohibited discrimination  
12
- 13 2.2 Sexual Harassment. No employee shall be subjected to discrimination in the form  
14 of sexual harassment as defined in University of Washington Executive Order 31  
15 on Nondiscrimination and Affirmative Action.  
16
- 17 2.3 Complaints:  
18 Employees who feel they have been the subject of discrimination, harassment, or  
19 retaliation are encouraged to discuss such issues with their supervisor,  
20 administrator, or Human Resource Consultant for local resolution. The goal of  
21 local resolution is to address and resolve problems as quickly as possible and to  
22 stop any inappropriate behavior for which a University employee is responsible.  
23 A formal complaint may be filed with the University Complaint Investigation and  
24 Resolution Office (UCIRO). Employees may also file discrimination, harassment  
25 or retaliation complaints with appropriate federal or state agencies or through the  
26 grievance process in accordance with Article 6 of this Agreement. In cases where  
27 an employee files both a grievance and an internal complaint regarding the alleged  
28 discrimination, harassment or retaliation the grievance will be suspended until the  
29 internal complaint process has been completed.  
30
- 31 In accordance with Executive Order 31, retaliation against any individual who  
32 reports concerns regarding discrimination or harassment, or who cooperates with  
33 or participates in any investigation of allegations of discrimination, harassment, or  
34 retaliation is prohibited.  
35
- 36 2.4 The parties also agree that they will not engage in any act or practice or pursue  
37 any policy which is discriminatory against any employee based on political  
38 affiliation, political belief or because of the participation or lack of participation in  
39 union activities.  
40
- 41 2.5 Both parties agree that nothing in this Agreement will prevent the implementation  
42 of an approved affirmative action plan.  
43

1 2.6 A grievance alleging a violation of this article must be submitted within 180 days  
2 of an alleged occurrence.

3  
4 2.7 When a grievance or complaint is filed, the University will implement interim  
5 measures as appropriate.  
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8 Tentatively Agreed To:

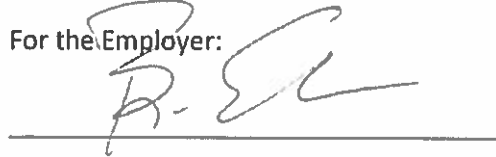
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10 For the Union:

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13 Date:

14 5/1/2020

10 For the Employer:

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13 Date:

14 4/30/20

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**ARTICLE 3 – REASONABLE ACCOMMODATION OF EMPLOYEES WITH  
DISABILITIES**

3.1 Disability Accommodation. The Employer and Union will comply with all relevant federal and state laws, regulations and executive orders and with the provisions of University of Washington Administrative Policy Statement 46.5 on Reasonable Accommodation of Employees With Disabilities. The University and the Union are committed to providing reasonable accommodation to employees with disabilities.

3.2 An employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of their position may request such an accommodation through the Disability Services Office or otherwise informing the employee's supervisor and/or department of the need for accommodation.

3.3 Employees requesting accommodation must cooperate with the University in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion at Employer expense. Medical information disclosed to the Employer will be kept confidential.

3.4 The Employer will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided.

3.5 An employee who is unable to perform the essential function of their position due to disability may be separated from service after the Employer has made good faith efforts to reasonably accommodate the employee's disability in accordance with applicable state and federal law. Disability separation is not a corrective action.

3.6 Disability Leave. Disability leave may be a combination of the employee's accrued sick time off, vacation time off, personal holiday, compensatory time, and/or unpaid time off, the combination of which may be determined by the employee. If disability leave is taken as an unpaid absence, the employee may apply eight (8) hours of accrued paid time off per month during at least the first four (4) months of disability leave to provide for continuation of employer paid health benefits. The interspersed paid time off will be applied to the first working day of the month.

3.7 Pregnancy Accommodation. The Employer and the Union will comply with all relevant federal and state laws, regulations, and executive orders and with the provisions of Washington Administrative Policy Statement 46.7 Reasonable Accommodation of Pregnant Employees. The University and the Union are committed to providing reasonable accommodation to pregnant employees.



1 A. The following pregnancy-related accommodations shall not require health care  
2 provider certification and are not subject to an employer's claim of undue  
3 hardship:

- 4 1. Providing more frequent, longer, or flexible restroom breaks;
- 5 2. Modifying a no food or drink policy;
- 6 3. Providing seating or allowing the employee to sit more frequently if her job  
7 requires her to stand; and
- 8 4. Restricting lifting to 17 lbs. or less.

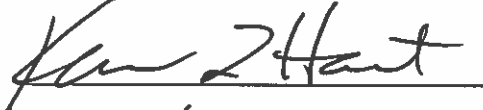
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10 B. An employee's pregnancy or pregnancy-related health condition may also be  
11 accommodated as follows:

- 12 1. Job restructuring, part-time or modified work schedules, reassignment to a  
13 vacant position, or acquiring or modifying equipment, devices, or an  
14 employee's work station;
- 15 2. Providing for a temporary transfer to a less strenuous or less hazardous  
16 position;
- 17 3. Providing assistance with manual labor and limits on lifting;
- 18 4. Scheduling flexibility for prenatal visits; and
- 19 5. Any further pregnancy accommodation an employee may request.

20  
21 With respect to these accommodations, the University may request an employee  
22 provide written certification from her treating health care provider regarding the  
23 need for reasonable accommodation and may deny an employee's request for  
24 reasons of significant difficulty or expense.  
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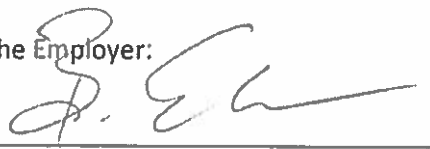
27 Tentatively Agreed To:

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29 For the Union:

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32 Date: 5/1/2020  
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For the Employer:

  
\_\_\_\_\_

Date: 4/30/20  
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**ARTICLE 4 – 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 promote the University’s business, employee ~~well being~~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 accordance with the UW Medicine Policy on Professional Conduct, inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. At no time will bullying be accepted as appropriate workplace behavior. Bullying is defined as language or conduct that is unwelcome and sufficiently severe, persistent, or pervasive such that it could reasonably be expected to create an intimidating, hostile, or offensive environment, or has the purpose or effect of unreasonably interfering with an employee's work performance, when viewed through both an objective and subjective standard. Bullying is defined as unprofessional behavior that misuses power to control or harm others.~~ If an employee and/or the employee’s union representative believes the employee has been subjected to inappropriate workplace behavior, the employee and/or the employee’s representative is encouraged to report this behavior to the employee’s supervisor, a manager in the employee’s chain of command and/or the Human Resources Office. An employee or the employee’s representative should identify complaints as inappropriate workplace behavior. The Employer will investigate the reported behavior and take appropriate action as necessary. The employee and/or union representative will be notified upon conclusion of the investigation.

Retaliation against employees who make a workplace behavior complaint will not be tolerated

Grievances may only be filed up to Step 3 Mediation.

Tentatively Agreed To:	
For the Union:	For the Employer:
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Date: 8/4/2020	Date: 8/5/2020

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**ARTICLE 5 – AFFIRMATIVE ACTION**

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5.1 Policies. In conjunction with Federal and State Executive Orders, the Employer and the Union agree on the need for an affirmative action approach to correct and review any inequities in the employment process. The Employer shall have and implement an affirmative action plan which requires the Employer to make special efforts to recruit, employ, retain, train, promote, encourage career development, and transfer qualified members of groups formerly excluded, even if that exclusion cannot be traced to particular discriminatory actions on the part of the Employer, and to develop, implement, and monitor affirmative action goals and timetables for hiring and/or promoting members of protected groups into job classes/categories where it has been determined that under-utilization exists.

5.2 Groups included in the affirmative action program are those covered by federal and state regulations, ~~and are currently women, American Indians, Asian/Pacific Islanders, Blacks, Hispanics/Latinos, Vietnam era veterans, disabled veterans, persons with disabilities and persons 40 years of age and older.~~

5.3 Goals and Timetables. Upon request the Employer will provide the Union with its affirmative action reports which set forth the goals and timetables of the University for bargaining unit employees.

5.4 It is agreed by the parties that a bargaining unit member elected or selected by the Union shall be encouraged to take an active interest in affirmative action plans affecting each bargaining unit covered by this Agreement.

Tentatively Agreed To:

For the Union:	For the Employer:
<p>DocuSigned by: <i>Karen Hart</i> 20A528EF180F44A...</p>	<p>DocuSigned by: <i>Asilee Hooten</i> A71188E27298445...</p>
Date: 9/30/2020	Date: 9/30/2020

## ARTICLE 6 – GRIEVANCE PROCEDURE

The Union and the Employer agree that it is in their best interest to resolve disputes at the earliest opportunity and at the lowest level. Whenever possible, disputes should be resolved informally prior to filing a formal written grievance. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes.

6.1 Definition. A grievance, within the meaning of this Agreement, shall be defined as any dispute between the University and the Union, an employee, or a group of employees as to alleged misapplication or misinterpretation of the terms of this Agreement or the Employer's written personnel rules, policies or practices.

6.2 Employee Grievance Rights. Any employee who believes they have been aggrieved may personally seek relief from that condition by filing a grievance, irrespective of any supervisor's opinion of the grievance's validity. In the presentation of grievances, the employees shall be safe from restraint, interference, discrimination, or reprisal.

6.3. Employee Representation. The Union as exclusive representative of bargaining unit employees is the responsible representative of said employees in grievance matters.

6.4 Time Limitations.

An extension of the time limitations as stipulated in the respective steps below, may be obtained by mutual consent of the parties. Failure of the union to comply with the time limitations without a request of time extension shall constitute withdrawal of the grievance. Failure of the Employer to comply with the time limitations without a request for time extension shall move the grievance to the next step of the grievance procedure. For the purpose of calculating time requirements, the first day shall be the day following the day on which the employee was aware, or reasonably should have been aware, of the issue giving rise to the grievance. Saturdays, Sundays, and University holidays shall be included in the calculation of days except that the final day may not be on a Saturday, Sunday, or holiday but will end at the close of the first working day following the Saturday, Sunday, or holiday.

6.5 Contents. The written grievance shall include the following information:

- a. The date upon which the grievance occurred.
- b. The specific Article(s) and Section(s) of the Agreement violated.
- c. The past practice, rule, policy violated.
- d. Specific remedy requested.
- e. The grievant(s) name.
- f. Name and signature of Union representative (Staff or Steward).
- g. The nature of the grievance.

1  
2 Failure to include the above information shall not be a reason for invalidating the  
3 grievance.

4  
5 6.6 Pay Status – Meetings. Meetings and discussions on the grievance held with the  
6 Employer in connection with this grievance procedure shall normally be held during  
7 the University's regular business hours, or as mutually agreeable, and no  
8 deduction in pay status shall be made for the grievant or steward for reasonable  
9 time spent in such meetings or discussions during the employee's scheduled duty  
10 hours. The work schedule of the grievant will be seriously considered in the  
11 scheduling of the grievance meetings. Time off for employees and stewards shall  
12 be granted by supervision following a request, but in consideration of job  
13 responsibilities. If the requested time off cannot be granted, the parties shall  
14 arrange for time off at the earliest possible time thereafter.

15  
16 6.7 Grievance Withdrawal. A grievance may be withdrawn by the Union in writing at  
17 any time, and if withdrawn shall not be resubmitted.

18  
19 6.8 Resolution  
20 If the Employer provides the requested remedy or a mutually agreed-upon  
21 alternative, the grievance will be considered resolved and may not be moved to  
22 the next step.

23  
24 6.9 Consolidation  
25 Grievances arising out of the same set of facts may be consolidated by written  
26 agreement.

27  
28 6.10 Filing and Processing  
29 a. Filing A grievance must be filed within thirty (30) days of the occurrence giving  
30 rise to the grievance, or the date the grievant knew or could reasonably have  
31 known of the occurrence. When possible the thirty (30) day periods above should  
32 be used to attempt to informally resolve the dispute. The union steward or staff  
33 representative will indicate when a discussion with the Employer is an attempt to  
34 informally resolve a dispute.

35  
36 b. Alternative Resolution Methods Any time during the grievance process, by  
37 mutual consent, the parties may use alternative methods to resolve the dispute. If  
38 the parties agree to use alternative methods, the time frames in this Article are  
39 suspended. If the selected alternative method does not result in a resolution, the  
40 Union may return to the grievance process and the time frames resume. Any  
41 expenses and fees of alternative methods will be shared equally by the parties.

42  
43 c. Processing The Union and the Employer agree that in-person meetings are  
44 preferred at all steps of the grievance process and will make efforts to schedule in-  
45 person meetings, if possible.

46

1 **6.11 Steps of the Grievance Procedure.** All grievances shall be processed in  
2 accordance with the following procedure. Upon mutual agreement, Step One, Two  
3 or Three may be skipped. Grievances over final counseling or dismissal will begin  
4 at Step Two.

5  
6 **Step One: Supervisor, Manager or Designee**

7 If the issue is not resolved informally, the Union may file a written grievance to the  
8 supervisor or designee, and the Labor Relations office (laborrel@uw.edu). The Employer  
9 will designate a supervisor, manager or designee who will meet in person or confer by  
10 telephone with a union steward and/or staff representative and the grievant. The date of  
11 the meeting will be mutually agreed upon within fifteen (15) calendar days of receipt of  
12 the grievance and when possible the meeting will take place within the aforementioned  
13 fifteen (15) calendar days. The format (face to face or by telephone) for the meeting will  
14 be by mutual agreement. The employer will respond in writing to the Union within fifteen  
15 (15) calendar days after the meeting. The Human Resources Consultant may also attend,  
16 if desired by the University. If the grievance is directed against the employee's immediate  
17 supervisor, the grievance may be presented to the next higher level of supervision. In the  
18 event the employee's immediate supervisor does not have authority to resolve the  
19 grievance, the grievance will be presented at the level having authority to act as  
20 determined by the Employer.

21  
22 **Step Two:** If a satisfactory settlement is not reached in Step One, said grievance may be  
23 moved to the Step Two by filing the written grievance, including a copy of the Step One  
24 decision to department head, designee, or to the next appropriate level of management  
25 and the Office of Labor Relations within fifteen (15) calendar days after the decision from  
26 Step One. The date of the meeting will be mutually agreed upon within fifteen (15)  
27 calendar days after notice of the filing at Step Two and when possible the meeting will  
28 take place within the aforementioned fifteen (15) calendar days. The grievant may be  
29 represented by a steward and a Union staff representative. The University will be  
30 represented by the appropriate management official(s) or designee(s), a representative  
31 from the Office of Labor Relations, and a Human Resources Consultant, if desired by the  
32 University. The University will respond in writing within thirty (30) calendar days after the  
33 meeting.

34  
35 **Step Three: Grievance Mediation.** If the grievance is not resolved at the Step Two, the  
36 Union may file a request for mediation with the Public Employment Relations Commission  
37 (PERC) in accordance with WAC 391-55-020, with a copy to the Labor Relations Office  
38 within thirty (30) days of receipt of the Step Two decision. In addition to all other filing  
39 requirements, the request must include a copy of the grievance and all previous  
40 responses. The Employer will inform the Union, in writing, and PERC within thirty (30)  
41 days of receipt of Mediation request if they are not in agreement. If those services are  
42 unavailable on a timely basis, the parties may request a list of grievance mediators from  
43 the Federal Mediation and Conciliation Service (FMCS) or other agreed upon mediation  
44 provider. The cost of the mediation shall be borne equally by both parties.

45  
46 **Step Four: Arbitration.** If a satisfactory settlement is not reached at the prior step, or the

1 step was skipped, either of the signatory parties to this Agreement may submit the  
2 grievance to binding arbitration. Such submittal must be made within thirty (30) calendar  
3 days following the written notice that the employer does not agree to Step Three (3)  
4 Mediation or the conclusion of the prior step.

5  
6 Panel of Arbitrators:

7 A. Within sixty (60) calendar days of the execution of the Agreement, the parties,  
8 SEIU 925, WFSE 1488, and the Employer, agree to meet to establish a  
9 permanent panel of six (6) arbitrators. If the parties do not meet or if there is no  
10 agreement on the panel, the current panel will remain.

11  
12 B. These arbitrators shall be assigned cases by the parties on a rotating basis. If  
13 the arbitrator is not available to hear the case within sixty (60) calendar days of  
14 being contacted to request available arbitration dates either party may elect to  
15 go to the next arbitrator in the rotation. If no arbitrator can hear the case within  
16 sixty (60) calendar days of being contacted, the case will be assigned to the  
17 arbitrator who can hear the case on the earliest date.

18  
19 C. The appointment to the panel will be for the life of the Agreement. If an arbitrator  
20 decides to remove their name from the panel the parties will meet to decide  
21 whether to substitute an additional name(s).

22  
23 No later than seven (7) working days prior to the scheduled arbitration meeting, the parties  
24 will submit questions of arbitration eligibility to the arbitrator for preliminary determination,  
25 share the name of each witness intending to testify at the hearing, and attempt to agree  
26 upon the issue statement. A copy of written materials submitted to the arbitrator will be  
27 provided to the opposing party.

28  
29 If either party raises an issue of procedural arbitrability, i.e. that any step of the grievance  
30 process or movement to arbitration was not pursued within the time limits proscribed in  
31 this article, the arbitrator shall make a determination on the arbitrability issue prior to  
32 proceeding to a hearing on the merits of the grievance. If the arbitrator determines the  
33 grievance is not arbitrable, then no hearing on the merits of the grievance will be held.

34  
35 Authority of the Arbitrator

36 The parties agree that the arbitrator shall have no power to render a decision that adds  
37 to, subtracts from, alters or modifies in any way the terms and conditions of the  
38 Agreement. The parties further agree that the decision of the arbitrator will be final and  
39 binding upon all parties.

40  
41 The Union or the Employer will have the right to request the arbitrator to require the  
42 presence of witnesses and/or documents. The arbitrator's decision shall be made in  
43 writing and the arbitrator shall be encouraged to render the decision within thirty (30)  
44 calendar days of the close of the arbitration.

45  
46 In cases where a grievance is moved to arbitration and the Employer did not agree to

1 Step Three: Grievance Mediation, either party may request a pre-arbitration settlement  
2 conference. These conferences shall not delay the arbitration process, and may be held  
3 with or without the presence of the arbitrator, at the option of the moving party. In the  
4 event that an arbitrator is present, the cost of the arbitrator’s participation shall be borne  
5 equally by the parties.

6  
7 6.12 Arbitration Costs

8 1. The fees and costs of the arbitrator, and the cost (if any) of the hearing room,  
9 will be shared equally by the parties.


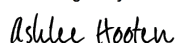
10  
11 2. If the arbitration hearing is postponed or canceled because of one party, that  
12 party will bear the cost of the postponement or cancellation. The costs of any  
13 mutually agreed upon postponements or cancellations will be shared equally by  
14 the parties.

15  
16 3. If either party desires a record of the arbitration, a court reporter may be used.  
17 If that party purchases a transcript, a copy will be provided to the arbitrator free of  
18 charge. If the other party desires a copy of the transcript, it will pay for half of the  
19 costs of the fee for the court reporter, the original transcript and a copy.

20  
21 4. Each party is responsible for all fees and costs of its staff representatives,  
22 attorneys, experts, witnesses –and all other costs related to the development and  
23 presentation of their case. Every effort will be made to avoid the presentation of  
24 repetitive witnesses.

25  
26 6.13 Files. Grievance documents shall be maintained separately from employee  
27 personnel files. Employee personnel files will accurately reflect the final outcome  
28 of a grievance.

29  
30 Tentatively Agreed To:

For the Union:	For the Employer:
<small>DocuSigned by:</small>  <small>20A528EF180F44A...</small>	<small>DocuSigned by:</small>  <small>A71188E27298445...</small>
Date: 9/30/2020	Date: 9/30/2020



## ARTICLE 7 – EMPLOYEE RIGHTS

### 7.1 Representation

Upon request, an employee will have the right to representation at an investigatory meeting, requested by management in which the employee reasonably believes could lead to corrective action. Upon request, an employee will have the right to an interpreter at an investigatory meeting. The employer will provide reasonable time to allow an employee to secure a representative. 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.

### 7.2 Paid Release Time

Employees will be provided a reasonable amount of time during their normal working hours to meet with the union steward and/or staff representative to process a grievance. In addition, employees will be released during their normal working hours to attend meetings or hearings scheduled by management for the following:

- a. Informal grievance resolution meetings, grievance meetings, alternative dispute resolution meetings, mediation sessions and arbitration hearings, in accordance with Article 6, Grievance Procedure, and held during the employee's work time;
- b. Management scheduled investigatory interviews and/or pre-disciplinary meetings, in accordance with Article 36, Corrective Action, and;
- c. Negotiations in accordance with Article 40, Mandatory Subjects.
- d. Joint Labor Management meetings in accordance with Article 43.

7.3 When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, with the employer, the employee may appear without loss of pay if the employee appears during scheduled work time, providing the testimony given is related to their own job function or involves matters they have witnessed, and is relevant to the arbitration case. Every effort will be made to avoid the presentation of repetitive witnesses.

### 7.4 Notification

An employee will obtain prior approval from their supervisor before attending any meeting or hearing. All requests must include the approximate amount of time the employee expects the activity to take. Employees will suffer no loss in pay for

1 attending management scheduled meetings and hearings that are scheduled  
2 during the employee’s work time. Attendance at meetings or hearings during the  
3 employee’s non-work hours will not be considered as time worked. An employee  
4 cannot use a state vehicle to travel to and from a worksite in order to attend a  
5 meeting or hearing unless authorized by the Employer.  
6

7 **7.5 Indemnification**

8 The University will indemnify employees for activities arising out of their  
9 employment in accordance with University policy.  
10

11 **7.6 Off the Job Activities**

12 The private and personal “off the job” lifestyle and activities of any employee shall  
13 not be legitimate grounds for corrective action initiated by Management except  
14 where such life style or activities, constitute a conflict of interest as set forth in  
15 RCW 42.18 or are detrimental to the employee’s work performance.  
16

17 **7.7 Off Duty Employment**

18 Employees may engage in off duty employment that is consistent with University  
19 policy and state law.  
20

21 Tentatively Agreed To:

22 For the Union:

23 DocuSigned by:  
24 *Karen Hart*  
25 \_\_\_\_\_  
26 20A528EF180F44A...

27 Date: 8/4/2020

22 For the Employer:

23 DocuSigned by:  
24 *Ashlee Hooten*  
25 \_\_\_\_\_  
26 A71188E27298445...

27 Date: 8/4/2020

28

## ARTICLE 8 – EMPLOYEE FACILITIES

### 8.1 Employee Facilities.

Adequate lunchroom, washroom, showers and toilet facilities shall be provided and available for the use of the employees. ~~Suitable dressing rooms and/or lockers shall be provided to employees in those occupations where a change of clothing is required by the Employer.~~

(a) Employees are encouraged to report to supervision any condition in employee facilities which appear to be below minimum standards.

(b) The adequacy of employee facilities, including sanitary supply dispensers employees, lactation stations, all gender bathrooms, or any change in employee facilities, shall be a proper subject for discussion by the Joint Union-Management Committee.

(c) Regarding the use of Gender Segregated Facilities:

(1) Facility use. The Employer shall allow individuals the use of gender-neutral individual facilities or gender-segregated group facilities, such as restrooms, and showers ~~locker rooms, and dressing rooms~~ that are consistent with that individual's gender expression or gender identity.

~~In such facilities where undressing in the presence of others occurs, The Employer shall allow access to and use of a facility consistent with that individual's gender expression or gender identity.~~

(2) The Employer shall not request or require an individual to use a gender-segregated facility that is inconsistent with that individual's gender expression or gender identity, or request or require an individual to use a separate or gender-neutral facility.

If another person expresses concern or discomfort about a person who uses a facility that is consistent with the person's gender expression or gender identity, the person expressing discomfort should be directed to a separate or gender-neutral facility, if available.

Any action taken against a person who is using a restroom or other gender-segregated facility, such as removing a person, should be taken due to that person's actions or behavior while in the facility, and must be unrelated to gender expression or gender identity. The same

standards of conduct and behavior must be consistently applied to all facility users, regardless of gender expression or gender identity.

~~(3) Provision of options encouraged. Whenever feasible, the Employer will provide options for privacy, such as single-use gender-neutral bathrooms or private changing areas that are available to any individual desiring privacy.~~

8.2 Wellness Room

The Employer shall provide access to a wellness room, consistent with applicable law, that can be scheduled for lactating mothers and religious and spiritual practice. Parties agree that wellness room access is an appropriate topic for joint labor management meetings.

8.3 Temporary Work Spaces

- a. Available temporary work spaces will be equipped to be commensurate with permanent work stations.
- b. A reservation system will be established for employees.
- c. Temporary work station facilities, access, and availability are appropriate topics for JLMs.

Tentatively Agreed To:

For the Union:

DocuSigned by:  
*Karen Hart*  
20A528EF180F44A...

Date: 10/28/2020

For the Employer:

DocuSigned by:  
*Banks Evans*  
CS409E99932C427...

Date: 10/15/2020

## ARTICLE XX - HOURS OF WORK

### I. Definitions

#### A. Full-time Employees

~~An e~~Employees ~~who regularly are~~ scheduled to work forty (40) hours per workweek.

#### B. Part-time Employee.

An employee regularly scheduled to work a minimum of twenty (20) hours but less than forty (40) hours per workweek.

#### C. Workweek

A regularly re-occurring period consisting of seven (7) consecutive twenty-four (24) hour periods that begins Monday, 12:00 a.m. and ends the following Sunday at 11:59 p.m..

#### B. Overtime-Eligible Position

An overtime-eligible position is one that is assigned duties and responsibilities that meet the criteria for overtime coverage under federal and state law.

#### C. Overtime-Exempt Position

~~A position determined not eligible for the mandatory overtime provisions under State and Federal Law. An overtime-exempt position is one is assigned an average of 40 hours per workweek, and do not meet the criteria for overtime coverage under federal and state law.~~

#### ~~D. Part-time Employees~~

~~Employees who are scheduled to work less than forty (40) hours per workweek.~~

#### F. Work Schedules

Work ~~schedules weeks and work shifts of different numbers of hours~~ may be established by the Employer in order to meet IHME needs, as long as the work schedules ~~meet~~ are administered in compliance with federal and state laws.

#### ~~H. Workweek~~

~~A regularly re-occurring period consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will normally begin at 12:00 a.m. on Sunday and end at 12:00 midnight the following Saturday.~~

#### G. Operating Hours

IHME office hours are typically Monday through Friday, 8:00 am to 6:00 pm Seattle time or alternative flexible timeframes.

## II. Determination

Per federal and state law, the Employer will determine whether a position is overtime-eligible or overtime-exempt. When the Employer determines that an overtime-eligible position is overtime-exempt or vice versa, the employee will be notified in writing of the determination.

## III. Work Schedules

### A. Regular Work Schedules

1. The regular work schedule will normally include two (2) consecutive scheduled days off.

2. Work ~~schedules~~weeks of different numbers of hours may be established for employees, as long as the alternate work schedules meet federal and state laws. Employees may request alternative work schedules, based on personal or family needs and such requests will be approved by the Employer, subject to IHME needs. The Employer will consider employees' personal and family needs.

2.3. Employees will be allowed to work alternative schedules, as long as 50% of their typical workday falls within the operating hours. Other arrangements are allowable with final agreement of the supervisor and Human Resources.

### B. Alternative Work Schedules

From time to time, there may be a need for flexibility to adjust the daily work schedules within the workweek to accomplish assigned job duties and responsibilities. The Employer will consider an employee's preference in determining the work schedule.

### C. Emergency Schedule Changes

The Employer may adjust an ~~overtime-eligible~~ employee's ~~workweek and~~ work schedule without prior notice in emergencies, or extraordinary unforeseen operational needs.

### D. Employee-Requested Schedule and FTE Changes

~~Overtime-eligible employees' Employees' workweeks and~~ work schedules and FTEs may be changed, temporarily or permanently, at the employee's request and with the Employer's approval, provided the Employer's needs are met and no overtime expense is incurred.

Tentatively Agreed To:

For the Union:

DocuSigned by:  
*Karen Hart*  
20A528EF180F44A...

Date: 9/30/2020

For the Employer:

DocuSigned by:  
*Ashelee Hoden*  
A71188E27298445...

Date: 9/30/2020

## ARTICLE XX – OVERTIME

### X.1 Overtime Exempt Employees.

Overtime-exempt employees are not covered by federal or state overtime laws and do not receive overtime compensation or compensatory time off. These employees are accountable for their work product, and for meeting the objectives of the institution for which they work. The Employer's policy for all overtime-exempt employees is as follows:

- A. The Employer determines the products, services, and standards that must be met by overtime-exempt employees.
- B. Full time schedules are assumed to be ~~at least~~ 40 hours; however employees are expected to work to complete job responsibilities. Overtime-exempt employees may be required to work specific hours to provide services, including nights and weekends, when deemed necessary by the Employer.
- C. Part time schedules are assumed to be any schedule that is at least 20 hours in a workweek but less than full time. Employees are expected to work beyond their normal schedule when necessary. The supervisor may establish a regular work schedule, but part-time employees are expected to remain flexible to accommodate the unit's goals and mission.
- C.D. No employee will typically be required to work more than five (5) consecutive days in a seven (7) day period. The typical IHME operating hours are Monday through Friday, 8:00 am to 6:00 pm Seattle time (PST) or alternative flexible timeframes. Employees will consult with their supervisors to adjust work hours to accommodate the appropriate balance between extended work time and offsetting time.

### X.2 Overtime Eligible Employees.

- A. Work in excess of forty (40) hours in one (1) standard work week constitutes overtime for over-time eligible employees. Use of paid time off does not count as time worked when calculating overtime. Overtime work must be requested by employee and pre-approved by the Employer prior to working overtime.
- B. Overtime worked by the eligible employees shall be compensated at a rate of one and one-half (1-1/2) times the employee's straight time hourly rate.
- C. Overtime-eligible employees shall receive monetary payment as compensation for overtime worked; however, at the employee's request, compensatory time off at one and one-half (1-1/2) times the overtime hours worked may be granted in lieu of monetary payment.



- D. Compensation paid to an employee for accrued compensatory time shall be paid at the regular rate earned by the employee at the time the employee receives such payment. Upon termination of employment, an employee will be paid for any unused compensatory time in accordance with the Fair Labor Standards Act.
  
- E. Use of accrued compensatory time shall be approved by the employing official with consideration being given to the work requirements of the department and the wishes of the employee. Compensatory time off may be scheduled by the employing official during the final sixty (60) days of a biennium
  
- F. Compensatory time must be used or paid for by June 30<sup>th</sup> of each fiscal year. The employee's unused compensatory time balance will be cashed out every June 30<sup>th</sup> or when the employee leaves University employment for any reason. The employee's compensatory time balance may also be cashed out when the employee:
  - 1. Transfers within their department to a position with different funding sources, or
  - 2. Transfers to a position in another department.

Tentatively Agreed To:

For the Union:

DocuSigned by:  
*Karen Hart*  
20A528EF180F44A...  
Date: 9/30/2020

For the Employer:

DocuSigned by:  
*Asilee Hooten*  
A71188E27298445...  
Date: 9/30/2020

## ARTICLE XX PROFESSIONAL DEVELOPMENT

XX.1 To support a culture of learning, IHME sets professional development funds aside each fiscal year (July 1 to June 30) for non-temporary employees with 50% FTE or higher, appointments and who have completed six full months of service. Employees who are still on probation are not eligible for professional development funds.

Professional Development benefits both the employer and the employee. Professional Development is the responsibility of the employee with the support and encouragement of their supervisor. It is encouraged that employees wishing to request utilization of these funds, discuss potential opportunities with their supervisors during annual goal setting and bi-annual goal check-ins. We strive to fund as many professional development opportunities as we can, however, resources are limited and requests that best align with your team's work and overall IHME aims will be more likely to be fulfilled. A record of requests, both approved and denied, will be made available on IHME's professional development HUB page.

Requests for professional development funds will be gathered twice yearly in December and June. Requests may include, but are not limited to, UW POD courses, online subscriptions (6 months' max approval at a time, ~~unless~~ annual subscription would be cheaper), workshops, research conferences where the employee has an accepted paper and is presenting, and language or coding courses, as funds are available. Requests require documented supervisor support. Supervisors may make requests for use of professional development funds on behalf of their employees when there is a professional development opportunity needed to support the work the team is doing or when an employee's performance needs improvement. Employees will not be required to take leave to attend events with professional development funds, if such events take place during work days.

XX.2 Supervisors will have annual career conversations with their employees meant to identify their employees' professional goals and the possible opportunities, mentors, and/or training that may help achieve them these goals. Career conversations will happen outside the annual review and goal cycle and is not tied to an employee's performance. It is up to the employee to determine if they would like to participate and engage in the career conversations and associated opportunities identified with their supervisor.

XX.3 Bargaining unit employees who have received outside funding or scholarships for professional development opportunities may request paid release time to attend provided the opportunity aligns with IHME's mission. IHME will make every effort to allow the Employee to participate in the training or conference on paid release time.

### XX.4 Professional Leave with Pay

- A. Eligibility: Employees are eligible to apply for a professional leave not earlier than their seventh year of service in their SEIU 925 – IHME covered positions, or not earlier than the seventh year after return from a previous UW professional leave with pay.

Evaluation of a professional leave with pay request takes into consideration how fulfillment of the plan is anticipated to enhance the value of the individual's service to the university and both the employing unit's and the employee's ability to fulfill the plan as described.

- 1 B. Request Process: Complete the [Professional Leave with Pay Application](#) at least six  
2 months before the date the requested leave is to begin. The request must be approved  
3 by the employee's supervisor, the employing unit's dean or vice president, and by the  
4 HR Operations Office that serves the unit. After approval, employees whose leave is  
5 managed in Workday will request a LOA Professional Leave in Workday.  
6
- 7 C. Length of leave: Professional leave with pay may be granted for any period of time up to  
8 a maximum of nine months.  
9
- 10 D. Compensation: The University will provide salary support for the period of the leave as  
11 follows:  
12
- 13 a. Full salary for a leave not exceeding three months;
  - 14 b. Three-fourths salary for a leave greater than three months up to six months;
  - 15 c. Two-thirds salary for a leave exceeding six months to nine months.

16  
17 If the applicant secures grant support that is designated for salary, the funds can be  
18 applied to bring the professional staff employee's pay up to full salary during the leave.  
19 Any grant funds in excess of those necessary to achieve full salary payment, are used to  
20 reduce the University's contribution from other fund sources.  
21

22 Except in unusual circumstances, the combined compensation for an individual on  
23 professional leave may not exceed the individual's regular salary. If the leave will be  
24 spent in a particularly high cost-of-living area, or where the work to be performed  
25 requires extraordinary expense, the HR Operations Office serving the unit may approve  
26 a combined salary that exceeds the employee's regular salary.  
27

- 28 E. Other employment: An employee on professional leave with pay may not accept paid  
29 employment during the period of the leave except where the purpose of the leave is for  
30 professional practice or experience that cannot be obtained otherwise.  
31

32 Supplemental employment should not carry with it responsibilities that interfere with the  
33 purpose for which the leave is granted. Salary from other employment while on  
34 professional leave will be applied in the same manner as grant support.  
35

36 Agreement to return: In order to be granted professional leave the employee must agree  
37 in writing to return to their University position for a period equivalent to the length of the  
38 leave. Pursuant to RCW 28B.10.650, if the employee does not comply with this  
39 agreement, the employee is obligated to repay all remuneration received from the UW  
40 during the period of the leave.  
41

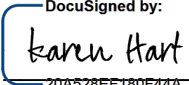
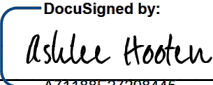
- 42 F. Report of leave: Within one month of returning to work at the University, the employee  
43 must submit to the appropriate dean or vice president a summary of the activities in  
44 which the employee was engaged while on leave. The summary must provide details  
45 explaining the leave's value to the University and to the employee's professional  
46 development.  
47

#### 48 XX.5 Mentorship

49 Mentorship is a supportive, learning and professional relationship between people who have  
50 specific skills and knowledge (mentors) with individuals (mentees) who need or want the same

1 skills and advantages to move up in work, skill level, or performance. IHME will provide formal  
2 mentorship opportunities to employees. And participation in this program is voluntary. Mentors  
3 and mentees will commit to one hour per month for a year, mentors are required to have worked  
4 at IHME for at least one year and have five or more years of full-time professional experience,  
5 and applications for mentors and mentees will be solicited twice annually in Winter and Spring.  
6

7 Tentatively Agreed To:

8		
9	For the Union:	For the Employer:
10	DocuSigned by:	DocuSigned by:
11		
12	20A528EF180F44A...	A71188E27298445...
13	_____	_____
14	Date: 9/30/2020	Date: 9/30/2020
15		

**ARTICLE XX – PROBATION**

- A. All bargaining unit employees who successfully complete the probationary period described in this Article, will be covered Article XX Corrective Action/Dismissal.
- B. Every part-time and full-time employee, following the initial appointment to a position, will serve a probationary period of six (6) consecutive months. The Employer may extend the probationary period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months. Employees will be provided with a written explanation for the extension. If the extension is based on performance issues, the employee will receive a performance improvement plan. Extension of probationary periods shall not be a normal practice.
- C. Employees who complete their probationary period at IHME shall not be required to complete another probationary period at IHME, provided there is no break in service between appointments. However they may be required to complete trial service in accordance with Article XX.
- D. The Employer will extend an employee’s probationary period, on a day-for-a-day basis, for any day(s) that the employee takes paid time off, leave without pay, or shared leave, except for leave taken for military service or for purposes of faith or conscience under Article XX. For the purpose of calculating the completion date, an employee’s probationary period shall not end on the employee’s regularly scheduled weekend off or a scheduled holiday off. In those instances, the completion date will be the next scheduled work day.
- E. By mutual agreement, the probationary period for additional selected classifications may be established for a period in excess of six (6) months but not to exceed twelve (12) months.
- F. Employees in probationary status will earn seniority from their initial date of hire but may not exercise seniority rights until completion of the probationary period. Probationary employees are not eligible for layoff or rehire rights.

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G. An employee who is appointed to a different position in a different classification prior to completing their initial probationary period will serve a new probationary period. The length of the new probationary period will be in accordance with Subsection (A) above, unless adjusted by the Appointing Authority for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.

H. Probationary Period Rejection.

An appointing authority may reject an employee who has not completed a probationary period. Upon request by the employee and within 10 business days of notice, a meeting to explain such action shall be held with a representative of the Employer. At the employee's request a representative of the Union shall attend such meetings. Such rejection is not subject to the grievance procedure, except in cases involving discrimination, under Article XX.

Tentatively Agreed To:

For the Union:

*Kenneth Hart*

Date: 8/13/2020

For the Employer:

*Ashlee Hooten*

Date: 08/13/20

**ARTICLE 13 – TUITION EXEMPTION PROGRAM**

1  
2  
3 13.1 The Tuition Exemption Program is one of the University of Washington’s most  
4 valuable benefits. Eligible ~~In addition to those noncredit programs offered by~~  
5 Professional & Organizational Development, eligible employees who wish to take  
6 a course in addition to their regular work responsibilities may participate in the  
7 University's tuition exemption program as authorized by applicable state law and  
8 University policy set forth in the Administrative Policy Statement 22.1. Subject to  
9 operational needs and management discretion, supervisors will make a good faith  
10 effort to allow the use of flex time for employees who wish to take a class during  
11 their ~~scheduled shift~~regular work hours. The course is not required to benefit  
12 IHME.

13  
14 13.2 Release Time and Fees  
15 When an employee is required to take a tuition exempt class by the Employer, all  
16 fees and related costs will be paid by the employer. associated expenses and  
17 release time will be provided per Article 11.8. Required attendance outside of  
18 regular working hours will be considered time worked.

19  
20  
21 13.3 Registration  
22 Employees will be allowed to register for class on the same timeline as Access  
23 students.

24  
25 Tentatively Agreed To:  
26  
27 For the Union: For the Employer:  
28  
29 DocuSigned by: DocuSigned by:  
30 Karen Hart Ashlee Hooten  
31 20A528EF180F44A... A71188E27298445...  
32  
33 Date: 9/22/2020 Date: 8/28/2020  
34

1 ARTICLE XX HIRING, PROMOTIONS, AND TRANSFERS

2

3 XX.1 Filling Positions. The University will determine when a position will be filled, the  
4 appropriate type of appointment to be used when filling the position, and the skills and  
5 abilities necessary to perform the duties of the specific position within a job  
6 classification. The University can fill a position on a full-time or part-time basis.  
7 Employees who are appointed as part-time or cyclic in classifications included in the  
8 bargaining units will also be included in the bargaining unit in accordance with the  
9 provisions of this Agreement. They will be eligible to receive medical benefits and  
10 retirement in accordance with state law and University policy.

11 A. Volunteers. Volunteers will not fill vacant bargaining unit positions.

12 B. It is the intent of the Employer to fill vacancies as soon as possible within  
13 budgetary limitations and where replacements are needed.

14 C. The Employer may not skim bargaining unit work to employees outside of the  
15 bargaining unit or outside the employer.

16  
17 XX.2 Core Duties and Other Assignments.

18 Except as otherwise provided in this Agreement, duties assigned an employee  
19 shall be consistent with the overall class concept of the employee's job  
20 classification.

21  
22 A. Temporary Appointments

23 Temporary appointments may be made only to (a) perform work in the absence of  
24 an employee on leave for more than six (6) consecutive months or (b) perform work  
25 which does not exceed one thousand fifty (1050) hours in any twelve (12)  
26 consecutive month period. At the conclusion of a temporary appointment a  
27 permanent employee shall have the right to revert to their former position or to an  
28 equivalent position. No temporary appointment shall take the place of employees  
29 laid-off due to lack of work or lack of funds.

30 B. Temporary Appointment to a Higher Position.

31 The employing official may temporarily assign a regular monthly employee the  
32 duties and responsibilities of a higher-level class for up to one (1) year. Such  
33 appointments shall be made in increments of no more than six (6) months.

34 The employee shall be paid at least a five percent (5%) increase over the present  
35 salary. Such increase shall be effective the first day of the assignment when  
36 approved.

37

38 C. Limited Term Project Appointments.



1 Appointments for a limited term may be made for assignments initially intended  
2 to be ~~for more than one thousand fifty (1050) hours, but for no more than six (6)~~  
3 ~~to~~ twelve (12) ~~consecutive~~ months in duration. ~~Consecutive appointments that~~  
4 ~~total more than twelve (12) consecutive months will not be made for the same~~  
5 ~~assignment.~~ The filling of limited term project appointments will be determined  
6 by the University. Individuals hired under this section will receive written  
7 notification of the anticipated maximum length of the appointment and the  
8 eligibility for benefits. Conclusion of the appointment will be at the discretion of  
9 the University, including termination of appointment prior to its originally intended  
10 expiration date, and will not be subject to Articles ~~6-XX~~ (Grievance Procedure)  
11 and ~~38-XX~~ (Seniority, Layoff, Rehire) of the contract. ~~Limited Term appointments~~  
12 ~~will not be made to replace current bargaining unit employees or to do the work~~  
13 ~~of any bargaining unit employee who has been laid off. Limited Term~~  
14 ~~appointments may only be used to fill leave-of-absences and/or temporary~~  
15 ~~projects; they may not be used to fill permanent positions.~~ Time worked in a  
16 limited term project appointment will count towards seniority for employees who  
17 are appointed to a regular monthly position represented by SEIU, Local 925  
18 without a break in service.

- 19 1. An individual appointed to a Limited Term Project Appointment who is hired  
20 into the, same job, or in the same classification in the same unit through open  
21 recruitment will have their Limited Term Project Appointment months of service  
22 apply toward their probationary period for that position.
- 23 2. Employees recruited into positions under section (a) who have worked in the  
24 Limited Term Project Appointment six (6) months or longer, extending on a  
25 day-for- a-day basis for paid or unpaid absences, will be considered to have  
26 completed their probationary period and all months of service under that  
27 Limited Term Project Appointment (including extensions) shall count toward  
28 their seniority.

29  
30 D. The Employer may convert a non-permanent project appointment into a  
31 permanent regular appointment if the Employer used a competitive process to  
32 fill the non-permanent project appointment or if the non-permanent project  
33 appointment was filled using a veteran placement program. In such  
34 circumstances the employee will serve a probationary or trial service period  
35 whichever is applicable.

### 36 37 XX.3 Vacancies and New Positions

38 ~~The Employer will share with designated Union representatives information about~~  
39 ~~professional, non-supervisory positions within the bargaining unit which are purportedly~~  
40 ~~being created, abolished or held unfilled.~~

- 41 ~~A~~ ~~Cyclic year employees who have indicated a desire for a twelve-month position~~  
42 ~~will be considered for twelve (12) month positions available, so long as they~~  
43 ~~comply with the requirements of the internal application process.~~

1 BA Notice that applications are being accepted for vacant bargaining unit positions  
2 will be published by the Employer and will be made available in places intended  
3 to reach bargaining unit employees for a minimum of ~~seven (7)~~fourteen (14)  
4 calendar days prior to the closing of the application period. The University may  
5 limit the scope of the posting area if applications only from within the posting  
6 area are accepted.

7 CB It is the intent of the Employer to fill vacancies as soon as possible within  
8 budgetary limitations and where replacements are needed.

9 ~~D. The Employer will notify the Union as soon as it creates a new professional  
10 non-supervisory position, and prior to filling that position. The Employer will,  
11 at that time indicate to the Union if it intends to challenge the position's  
12 inclusion in the bargaining unit, to PERC.~~

#### 13 XX.4 Promotions/Transfers

##### 14 A. Policy.

15 It is the policy of the University to encourage job advancement and promote from  
16 within. It is the responsibility of each employee seeking promotion or transfer to  
17 provide the Employer with complete information regarding the employee's skills  
18 and qualifications relative to the position sought. The Employer will make the  
19 ~~internal~~ application process, necessary submittals and the essential skills of the  
20 vacant position clear to prospective applicants. All employees will be informed  
21 of the processes and steps necessary for advancement. This may be done as  
22 part of the annual performance evaluation.

##### 23 B. Definitions.

24 For the purpose of this Article the following definitions apply:

25 Promotion via position review - Movement to a position in a job class with a  
26 higher salary range ~~maximum~~minimum without the need for a competitive  
27 application process.

28 Promotion via application – Movement to a position in a job class with a higher  
29 salary range ~~market maximum~~minimum that requires a competitive application  
30 process.

31 Transfer - Movement to a position within another team in the same classification.

32 Lateral – Movement of employee to a position in a different class which has the  
33 same salary range ~~maximum~~minimum as the employee's current class.

34 Voluntary Demotion - Movement to a position with a lower salary  
35 ~~maximum~~minimum, where the position is attained through the employment  
36 process. This section does not apply to employees who demote as the result of  
37 corrective action.

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~~C. Notice that applications are being accepted for vacant bargaining unit positions will be published by the Employer and will be made available in places intended to reach bargaining unit employees for a minimum of fourteen (14) days prior to the closing of the application period. The University may limit the scope of the posting area if applications only from within the posting area are accepted.~~

~~E.D.~~ The Employer will determine if applicants possess the essential skills required of the position. Essential skills are the minimum qualifications listed in the job description for the classification and any specific position requirements. ~~The Employer will refer all current bargaining unit applicants possessing the essential skills prior to referring any non-bargaining unit applicants. Where the skills, abilities and experience of the vacant position applicants are considered equal, the Employer will offer the position to a bargaining unit applicant. Should the senior qualified applicant not accept the position, the Employer shall offer the position in seniority order to the other qualified applicants before hiring outside.~~ In accordance with applicable law, affirmative action goals will be considered when filling vacancies.

~~F.E.~~ At least ~~one two~~ (1~~2~~) bargaining unit applicant per job requisition, who is a regular monthly employee and who possesses the essential skills, shall be among those granted an interview for bargaining unit positions. Interviews and priority consideration of bargaining unit applicants will take place prior to interviews of outside candidates. Which bargaining unit applicant(s) the Employer chooses to interview shall not be grievable.

~~G.F.~~ Applicants from within the bargaining unit determined not to possess the essential skills for the vacant position may seek a non-grievable review of the assessment through the Human Resources Office. Applicants from the bargaining unit who ~~possess the essential skills~~ are interviewed but are not offered the position may request an explanation, written or oral, as to why the position was not offered. The decision is not subject to the grievance procedure.

~~H.~~ ~~Employees who have served in their position for at least two years and who have received positive performance evaluations will be offered promotions, although employees are eligible for promotion at any time. In the event that an employee has been in a position for two years and has not received positive performance evaluations, the supervisor will work with the employee to develop a plan for improvement and advancement. If an employee is in a position without a defined career pathway or if they have been in their position for at least two years and received positive performance evaluations but do not yet meet the minimum requirements for the next position in the career pathway, they will be eligible for promotion to a senior title version of their position.~~

1 I.G. There will be no formal requirement for time spent in a given position before  
2 an employee changes positions ~~via-through~~ promotion via review, promotion via  
3 application, transfer, lateral, or voluntary demotion.  
4

5 J.H. During the annual promotion and salary increase cycle, the Employer will  
6 communicate to employees if funding is available for promotions or not.  
7

8 K.I. There will be no restrictions on the number of employees recommended  
9 for promotion.  
10

11 ~~L. All bargaining unit employees who were ineligible for the 2020 annual  
12 promotion cycle due to bargaining activities will be evaluated for promotion at the  
13 earliest possible date and promotion effective dates will be retroactive to the July  
14 1, 2020 annual promotion cycle.~~  
15

16 XX.5 Movement Between Positions within the UniversityIHME: Employees who  
17 transfer, move laterally, or voluntarily demote shall serve a trial service period. Paid or  
18 unpaid leave taken during the six (6) week trial service period shall extend the length of  
19 the trial service period on a day-for-a-day basis for any day(s) that the employee takes  
20 paid time off, leave without pay, or shared leave, except for leave taken for military  
21 service. Either the Employer or the employee may end the appointment by providing  
22 notice. Both the trial service requirement and reversion rights (Employer and employee)  
23 apply to employees accepting positions represented by a different Union.  
24

25 XX.6 Promotion: Promotional appointees will serve a six (6) month trial service. During  
26 the first two (2) months of the trial service period, employees have preemptive rights to  
27 their former position. After the first two (2) months but during remainder of trial service,  
28 employees who are not staying in the new position shall have the option to revert to  
29 their former position if it is still vacant, be considered for reassignment in the same class  
30 as their former class, or be placed on the rehire list. Paid or unpaid leave taken during  
31 the six (6) month trial service period shall extend the length of the trial service period  
32 on a day-for-a-day basis for any day(s) that the employee takes paid time off, leave  
33 without pay, or shared leave, except for leave taken for military service.  
34

35 XX.7 Demotion: Any employee who demotes to a classification in which they have  
36 previously held permanent status will serve a six (6) week trial service. At any time during  
37 the six (6) weeks the employee has preemptive rights to their former position. This  
38 section does not apply to corrective action related demotions.

39 Employees shall receive reasonable paid release time for job interviews (which may  
40 include sitting for an examination) at the University. Such time must be approved in  
41 advance by the supervisor subject to unit staffing needs.

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~~XX.8 Employees who are assigned extra duties from a higher classification and perform these duties for less than two months will be paid 5% premium pay. Employees who perform those additional duties for two months will be promoted to the higher job classification and be paid 10% more or the market minimum, which ever is higher, from the first day of taking on the new duties.~~

~~XX.9 Internal Application Process Job Board~~

~~The Employer will provide all employees notice when a new position has been posted on the internal job board. All vacant positions will be posted on the internal application board and open to current employees and employees on the rehire list for at least two weeks prior to considering any external applications. Internal applicants will apply according to a shortened IHME application process.~~

~~XX.10 Hiring Committees~~

~~Employees shall not be barred from serving on hiring committees, based on job title or experience.~~

Tentatively Agreed To:	
For the Union:	For the Employer:
DocuSigned by: <i>Karen Hart</i>	DocuSigned by: <i>Ashlee Hooten</i>
<small>20A528EF180F44A</small>	<small>A71188E27298445</small>
Date: 10/29/2020	Date: 10/29/2020

### Article XX – Community Service Days

X.1 Annually, IHME will grant employees ~~at least up to~~ two (2) paid days to participate in organized community service activities or reflection arranged by the Employer. These activities will be focused on ways to help improve upon, call attention to, or promote a better understanding of disparities in health driven by factors related to DEI, and tied directly to IHME’s mission. They may involve retreats, days of hands-on service, learning or reflection opportunities, or other ~~similar activities~~ organized community events.

X.2 Community service dates and activities will be selected by UW-IHME. ~~All~~ IHME staff will be encouraged and given an opportunity to make suggestions for specific activities, structure of the program, and implementation.

Tentatively Agreed To:	
For the Union:	For the Employer:
DocuSigned by:  20A528EF180F44A...	DocuSigned by:  A71188E27298445...
Date: 10/28/2020	Date: 10/5/2020

**ARTICLE XX HOLIDAYS**

**XX.1 Holidays**

The present holiday schedule includes the following ten (10) days with pay.

New Year’s Day	Independence Day
Martin Luther King Jr. (Third Monday of January)	Labor Day
President’s Day (Third Monday of February)	Veteran’s Day
Memorial Day	Thanksgiving Day
	Native American Heritage Day
	Christmas Day

Holidays are prorated for part-time employees.  
To be paid for a holiday not worked Employees must be in pay status for at least four (4) hours on the last regularly scheduled work dayshift preceding the holiday.

The Employer may designate other days or shifts to be observed in lieu of the above holidays.

**XX.2 Holiday Pay Rules**

The following applies to the holidays listed in this Article

**A. Full Time Employee:**

- 1) When the holiday falls on the full time employee’s regularly scheduled work day and is worked, the employee will receive eight (8) hours of holiday credit. If overtime eligible, and the employee is required to work, they will also receive a rate of one and one-half times the employee’s hourly rate.
- 2) When the holiday falls on the full time employee’s regularly scheduled work day and is not worked, the employee will be paid eight (8) hours at the employee’s regular rate of pay.
- 3) When the holiday falls on the employee’s regularly scheduled day off, the employee will receive eight (8) hours of holiday credit.

**B. Part Time Employee:**

- 1) When the holiday falls on the part time employee’s regularly scheduled work day and is worked, the employee will receive the prorated to full time number of hours of holiday credit. If overtime eligible, and the employee is required to work, they will also receive a rate of one and one-half times the employee’s hourly rate.

2) When the holiday falls on the part time employee’s regularly scheduled work day and is not worked, the employee will be paid the prorated to full time number of hours at the employee’s regular rate of pay.

XX.3 Holiday Credit

A. Scheduling:

Holiday credit will be used and scheduled by the employee in the same manner as vacation leave in Article XX. Holiday credit must be used before other paid time off in the following order: holiday credit, compensatory time off, vacation time off.

B. Holiday Credit Cash Out:

All holiday credit must be used by June 30th of each year. The employee’s holiday credit balance will be cashed out every June 30th or when the employee leaves University employment for any reason. The employee’s holiday credit balance may be cashed out when the employee transfers to a position in another department.

- ~~1. Transfers to a position in his or her department with different funding sources or,~~
- ~~2. Transfers to a position in another department.~~

XX.4 Personal Holiday

- A. Each employee may select one personal holiday each calendar year in accordance with the following:
  - 1) The employee has been continuously employed by the University for more than four (4) months;
  - 2) The employee has requested and been approved to take the personal holiday in accordance with Article XX Vacation Leave.
- B. It is the employee’s responsibility to schedule the Personal Holiday before December 31<sup>st</sup>. If not requested it is forfeited.
- C. Entitlement to the holiday will not lapse when it is cancelled by the Employer and cannot be rescheduled before December 31<sup>st</sup>.
- D. Full-time employees shall receive eight (8) hours of regular pay for the personal holiday.
- E. Part-time employees shall be entitled to a pro-rated number of paid hours on a Personal Holiday based on their FTE.



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Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Karen Hart</i> 20A528EF180F44A...</p> <p>Date: 10/28/2020</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Ashlee Hooten</i> A71188E27298445...</p> <p>Date: 10/28/2020</p>
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**ARTICLE XX – VACATION LEAVE**

XX.1 Policy

To the degree possible vacation leave shall be scheduled in accordance with the preference of the employee. Employees will not be disciplined for not working or responding to work communications during their vacations.

XX.2 Accrual

Employees will accrue vacation leave during the new hire probationary period. The vacation accrual rate is determined by the ~~professional staff position's~~ employee's length of service. Time off accrues at the end of the month in which it is earned and is available for use the following month.

~~OT-Eligible and Overtime Exempt Staff – Grades 10 and below~~

Years	Length of Service		Vacation Time Off Accrual Rate	
	Months	Hrs / Month	Days/Hrs Per Year	
1st	0-12	10.00	15/120	
2nd	13-24	10.67	16/128	
3rd	25-36	11.34	17/136	
4th	37-48	12.00	18/144	
5th	49-60	12.67	19/152	
6th	61-72	13.34	20/160	
7th	73-84	14.00	21/168	
8th	85-96	14.67	22/176	
9th	97-108	16.00	24/192	
10th	109-120	16.67	25/200	
11th	121 & Above	17.34	26/208	

A. Part-Time Accrual Rates

Part-time employees of ~~50 percent~~ 5 FTE or more accrue vacation on a prorated basis based on their full-time equivalent (FTE).

B. Vacation Accrual for a Newly Hired ~~Professional~~ Staff

Newly hired ~~professional~~ staff who start work before the 16th of the month, accrue vacation time off during the first calendar month of employment. Newly hired employees who start work on or after the 16th of the month, begin accruing vacation time off at the end of the second calendar month of employment.

C. Time Off Accrual – Effect of Unpaid Time Off

~~An employee does not accrue any time off during any calendar month in which the employee takes more than 80 hours of unpaid time off, prorated for part-time employment.~~

1 An employee does not accrue vacation hours during a calendar month in which  
2 they have taken more than 10 equivalent days of their FTE as unpaid time off.  
3 For 1.0 FTE, that would be 80 hours; for 0.5 FTE, that would be 40 hours. The 10  
4 days includes any holidays that an employee took without pay.

5  
6 In addition, employees do not earn a month of service toward a higher vacation  
7 accrual rate for every month in which they have taken more than 10 days of time  
8 off without pay.

9  
10 D. Time off accrual during an employee's final month of work Employees who  
11 terminate from UW employment on or after the 16th of the month accrue time off  
12 for the month of termination. Employees who separate from UW employment  
13 prior to the 16th of the month do not accrue any time off for the month of  
14 termination.

15 XX.3 The annual vacation schedule for use of vacation leave in each team shall be  
16 established in the following manner:

17 A. IHME Employees are responsible for managing their own annual vacation leave  
18 balances ~~and notifying their supervisors of their vacation schedule.~~

19 B. All requests must be made in writing, via an email, from employee to supervisor.  
20 Requests for five (5) or more consecutive days should be made at least two (2)  
21 months in advance. When possible, the supervisor will respond to the request  
22 within five (5) business days.

23 C. Approved requests will be added to Outlook calendars of employee and  
24 supervisor by the employee and then the request will be added to Workday.

25 ~~XX.4 Black-out periods: Team supervisors will notify their teams of any time period~~  
26 ~~when vacation leaves may not be granted, at least six (6) months as soon as possible~~  
27 ~~prior to the black-out. Vacations scheduled approved prior to the notification will be~~  
28 ~~honored. Black-out periods will not exceed two (2) weeks cumulatively for any individual~~  
29 ~~employee, annually.~~

30 ~~C. Vacations scheduled outside of black-out periods will not be denied, unless 3E~~  
31 ~~applies.~~

32 ~~D. Vacation may be taken following the first month's accrual.~~

33 E. Vacations will be approved on a first come, first serve basis. In the event that more  
34 than one employee on a team, on the same date, requests the same time off and the  
35 workload will suffer, if multiple employees are absent, the vacations will be approved in  
36 IHME seniority order as defined in Article XX Seniority, Layoff, Rehire, with the most  
37 senior employee's vacation approved first.

~~F. If an employee is denied their vacation leave request twice in a row, they will be approved on the third request.~~

~~XX.5 Vacation Cancellation~~

~~In the event that the Employer cancels an employee's scheduled vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to six (6) months in order to allow rescheduling of the employee's vacation.~~

XX. 5 No Cap on Vacation Time: While employees are encouraged to keep vacation time-off balances below two hundred forty (240) hours, they are allowed to carry larger balances when work obligations prevent them from using vacation time. Employees do not need extension approvals from HR in order to exceed a balance of two hundred forty (240) hours.

~~XX.6 Week of Thanksgiving and the Week Between Christmas and New Year  
No Black-out dates will be scheduled during these weeks. Remote work will be allowed during these weeks.~~

~~6. Vacation Leave Cash Payment~~

~~Any employee who either resigns, retires, is laid-off, or is terminated by the University shall be entitled to accrued vacation pay.~~

XX.56 Vacation Leave Cash Payment. Any employee who has been employed for at least six continuous months, who either resigns or retires, is laid-off or is terminated by the University shall be entitled to accrued vacation pay up to 240 hours.

Tentatively Agreed To:

For the Union:



Date: 8/13/2020

For the Employer:



Date: 08/13/20

**ARTICLE 18 – SICK LEAVE**

18.1 Sick Leave

a. Accrual.

Full-time employees (prorated for part-time) accrue eight (8) hours of sick leave for each month of completed regular monthly service. Sick leave accrues at a rate of one (1) hour for every forty (40) hours worked when leave without pay exceeds eighty (80) hours (prorated for part-time) in any calendar month.

b. Sick Leave – Use. Sick leave shall be allowed an employee under the following conditions.

(1) Because of and during any physical or mental illness, disability or injury which has incapacitated the employee from performing required duties.

(2) By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.

(3) Because of a health condition of a family member that requires treatment or supervision, or that requires the presence of the employee to make arrangements for extended care.

Family members includes 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; sibling, spouse, domestic partner, grandparent, grandchild, or child, regardless of age or dependency status, including a 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. Family members include those persons in a “step” relationship.

(4) Sick leave may also be used to provide emergency child care (as in Article 25XX) or because of condolence or bereavement (as in Article 26XX)

(5) For personal medical, dental, or optical appointments or for family members’ appointments when the presence of the employee is required, if arranged in advance with the Employer.

c. Use of Vacation Leave or Compensatory Time Off for Sick Leave Purposes.

An employee who has used all accrued sick leave may be allowed to use accrued vacation leave and/or compensatory time off for sick leave purposes when ~~approved in advance or~~ authorized by ~~the employee’s departmental~~

1 ~~supervisor~~IHME HR. All available compensatory time must be used prior to  
2 accrued vacation leave, unless this will result in the loss of vacation time.  
3

4 d. Restoration of Vacation Leave. In the event of an incapacitating illness or injury  
5 during vacation leave, the employee's supervisor may authorize the use of sick  
6 leave and the equivalent restoration of any vacation leave otherwise charged.  
7 Such requests shall be in writing, and a medical certificate may be requested.  
8

9 e. No Abuse of Sick Leave. Both parties agree that neither the abuse nor the  
10 arbitrary denial of sick leave will be condoned. The Employer and the Union  
11 agree to work cooperatively toward the resolution of mutually identified  
12 problems regarding the use of sick leave.  
13

14 f. Sick Leave Verification: The Employer will not require verification for absences  
15 of three (3) consecutive work days or fewer. Such verification or proof may be  
16 given to the supervisor/manager or Human Resources according to  
17 departmental policy. The Employer will not make unreasonable requests for  
18 sick leave verification.  
19

20 18.2 Sick Leave Cash Out. Eligible employees may elect to receive monetary  
21 compensation for accrued sick leave as follows:  
22

23 In January of each year an employee whose sick leave balance at the end of the  
24 previous year exceeds four hundred eighty (480) hours may elect to convert the  
25 sick leave hours earned in the previous calendar year, minus those hours used  
26 during the year, to monetary compensation. No sick leave hours may be converted  
27 which would reduce the calendar year end balance below four hundred eighty  
28 (480) hours. Monetary compensation shall be paid at the rate of twenty-five  
29 percent and shall be based on the employee's current salary. All converted hours  
30 will be deducted from the sick leave balance.  
31

32 Employees who separate from University service due to retirement or death shall  
33 be compensated for the unused sick leave accumulation from the date of most  
34 recent hire in a leave eligible position with the State of Washington at the rate of  
35 25%. Compensation shall be based upon the employee's wage at the time of  
36 separation. For the purpose of this section, retirement shall not include vested out  
37 of service employees who leave funds on deposit with the retirement system.  
38

39 In accordance with state law, former eligible employees who are re-employed shall  
40 be granted all unused sick leave credits, if any, to which they are entitled at time  
41 of separation.  
42

43 18.3 Family Care Leave.

44 In accordance with RCW 49.12 and WAC 296-130, employees shall be allowed to  
45 use any or all of their choice of sick leave or other paid time off to care for a family  
46 member (as defined above) who has a serious health condition or an emergency

1 condition. Employees shall not be disciplined or otherwise discriminated against  
2 because of their exercise of these rights.

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Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Karen Hart</i> 20A528EF180F44A... Date: 7/21/2020</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Asulee Kooten</i> A71188E27298445... Date: 7/15/2020</p>
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**ARTICLE 19 – WASHINGTON FAMILY MEDICAL LEAVE PROGRAM**

**19.1.** Washington Family Medical Leave Program (PFML) effective January 1, 2020. The parties recognize that the Washington State Family and Medical Leave Program (RCW 50A.04) is in effect beginning January 1, 2020 and eligibility for and approval of leave for purposes as described under that Program shall be in accordance with RCW 50A.04. In the event that the legislature amends all or part of RCW 50A.04, those amendments are considered by the parties to be incorporated herein. In the event that the legislature repeals all or part of RCW 50A.04, those provisions that are repealed are considered by the parties to be expired and no longer in effect upon the effective date of their repeal.

Under RCW 50A, employer provided healthcare benefits must be maintained during a PFML leave, so interspersing time off is not required provided the employee qualifies for a reason under the federal FMLA. Under RCW 50A.15.060(2), the University has elected to offer supplemental benefits in the form of sick time off, vacation time off, personal holiday, holiday credit, holiday taken, or compensatory time off.

Employees requesting PFML benefits through the Employment Security Department must provide notice to the University as outlined under RCW 50A.04.030.

Tentatively Agreed To:

For the Union:

DocuSigned by:

*Karen Hart*

20A528EF180F44A...

Date: 7/27/2020

For the Employer:

DocuSigned by:

*Ashlee Hooten*

A71488E27298445...

Date: 7/29/2020



**ARTICLE 20 – MISCELLANEOUS LEAVE**

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20.1 Leave Without Pay. In addition to the circumstances specified elsewhere in this Agreement, the Employer, in its discretion may approve a leave without pay for the following reasons specified below. Leaves without pay must be approved or denied by the Employer in writing within fourteen (14) calendar days of the request when practicable and if denied will include the reason for denial. Approval will set a date for the employee's return to work. Modification of the return date must also be approved in writing by the Employer.

20.2 Leave without pay may be granted for the following reasons:

- a. Child or elder care emergencies
- b. Governmental service
- c. Citizen volunteer or community service
- d. Conditions applicable for leave with pay
- e. Education
- f. Formal collective bargaining
- g. Leave taken voluntarily to reduce the effect of a layoff
- h. Union project activities
- i. To accommodate annual work schedules of employees occupying cyclic year positions
- j. As otherwise provided for in this Agreement

20.3 Leave without pay for the following reasons is not covered by this Article:

- a. Compensable work-related injury or illness, (Article ~~30XX~~)
- b. Military service (Article ~~XX29~~)
- c. Leave for serious health condition taken under the provisions of the Family and Medical Leave article (Article ~~24XX~~)
- d. Leave authorized by the Employer as part of a plan to reasonably accommodate a person of disability (Article ~~3X~~)
- e. Disability due to pregnancy or childbirth (Article ~~24XX~~)
- f. Parental leave (Article ~~24XX~~)
- g. Union activities (Article ~~42XX~~)

20.4 Conditions Applicable to Leave without Pay:

Employees must submit any request for a leave without pay in writing when feasible prior to the leave being used. Except as required by law, a request for leave without pay must meet the following conditions:

- a. The employee must be a permanent employee

- 1           b. The employee must have a bona fide intention of returning to work following  
2           the leave  
3  
4           c. The leave without pay must not, in the discretion of the University, interfere with  
5           operational needs.  
6

7   20.5 Cancellation of Leave Without Pay. The Employer may cancel a leave without pay  
8   upon finding that the employee is using the leave for purposes other than those  
9   specified at the time of approval, or where there are extreme circumstances  
10   requiring the employee's return to work. The Employer will provide written notice  
11   to the employee that a leave without pay has been cancelled. The notice will set  
12   a date for the employee's return to work. Unless mutually agreed, the employee's  
13   failure to return to work on the date prescribed will be considered job  
14   abandonment.

15   20.6 Benefits During Leave. Employees are encouraged to contact the Employer's  
16   Benefits Office (phone # 206-543-2800, benefits@uw.edu) prior to any leave  
17   without pay to understand impact on benefits and learn about other points to  
18   consider.

19   20.7 Returning Employee Rights. Employees returning to work following an approved  
20   leave without pay will be returned to the position they held prior to the leave without  
21   pay or to another position in the same classification in the same geographical area  
22   unit and organizational unit. In the event the employee's position is substantially  
23   impacted during the time the employee is on leave, the employee will be notified  
24   in writing and provided a time in which to exercise any rights available pursuant to  
25   this Agreement.

26   20.8 Educational Leave. After applicable accrued leave has been exhausted, leave  
27   without pay may be granted for the duration of actual attendance in an educational  
28   program.

29   20.9 Government Service Leave. After applicable accrued leave has been exhausted,  
30   Leave without pay may be granted for government service in the public interest,  
31   including but not limited to the U.S. Public Health Service or Peace Corps.

32   20.10 Volunteer or Community Service Leave. After applicable accrued leave has been  
33   exhausted, Leave without pay may be granted for community volunteerism or  
34   service.

35   20.11 Formal Collective Bargaining Leave. Leave without pay may be granted to  
36   participate in formal collective bargaining sessions authorized by RCW 41.80 as  
37   mutually agreed by the parties.

38   20.12. The use of leave for certain emergency services personnel will be granted in  
39   accordance with RCW 49.12.460.

40   20.13. Leave for organ donors will be granted in accordance with UW APS 45.9.

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Tentatively Agreed To:

For the Union:	For the Employer:
<p>DocuSigned by: <i>Karen Hart</i> 20A528EF180F44A...</p>	<p>DocuSigned by: <i>Ashlee Hooten</i> A71188E27298445...</p>
Date: 8/27/2020	Date: 8/27/2020

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1 **ARTICLE 21 – FEDERAL FAMILY MEDICAL LEAVE ACT AND PARENTAL LEAVE**

2  
3 21.1 Federal Family and Medical Leave Act (FMLA). Consistent with the federal Family  
4 and Medical Leave Act of 1993, an employee who has worked for the state for at  
5 least twelve (12) months and for at least one thousand two hundred and fifty (1250)  
6 hours during the twelve (12) months prior to the requested leave is entitled to up  
7 to twelve (12) work weeks of leave per year for any combination of the following:

- 8 a. parental leave to care for a newborn or newly placed adopted or foster child; or  
9 b. personal medical leave due to the employee's own serious medical condition  
10 that requires the employee's absence from work; or  
11 c. family medical leave to care for a family member who suffers from a serious  
12 medical condition that requires care or supervision by the employee.

13 Family Member is defined as: the employee's spouse or same or opposite sex  
14 domestic partner, child, parent, grandparent, grandchild, sister, or brother. It  
15 also includes individuals in the following relationships with the employee's  
16 spouse or domestic partner: child, parent, and grandparent. "Child" also  
17 includes any child residing in the employee's home through foster care, legal  
18 guardianship or custody. Family members include those persons in a "step"  
19 relationship.

20 21.2 The amount of family medical leave available to an employee is determined by  
21 using a rolling twelve (12) month period. The rolling twelve (12) month period  
22 measures FMLA leave availability by "looking backward" from the date an  
23 employee begins FMLA leave, adding up any FMLA leave used in the previous  
24 twelve (12) months, and subtracting that amount from the employee's twelve (12)  
25 workweek FMLA leave entitlement. The remaining amount is available to the  
26 employee.

27 ~~a. While on leave covered by FMLA, the employee must use accrued leave before~~  
28 ~~leave without pay for the absence. With respect to employees who receive~~  
29 ~~workers' compensation time-loss benefits, employees may elect to receive time-~~  
30 ~~loss exclusively, or may elect to receive a combination of time-loss and accrued~~  
31 ~~leave as provided in Article 30.3. All other provisions of Article 21 shall apply to~~  
32 ~~work-related injury leave that is designated as FMLA leave.~~

33 ~~b. The Employer will not require the use of paid leave such that it would result in~~  
34 ~~the employee having fewer than eighty (80) hours of accrued vacation leave or~~  
35 ~~eighty (80) hours of accrued sick leave, counted separately, upon return to work.~~  
36 ~~Vacation and sick leave that has been requested and approved prior to the request~~  
37 ~~for the use of FMLA will not be considered when requiring employees to use leave~~  
38 ~~during FMLA-covered leave.~~

- 1 21.3 The University will continue the employee's existing employer-paid health  
2 insurance benefits during the period of leave covered by FMLA. If necessary, due  
3 to continued approved personal medical or parental leave approved beyond the  
4 FMLA period, or if the employee is not eligible for FMLA, the employee may elect  
5 to use eight (8) hours of accrued applicable paid leave for continuation of employer  
6 paid health insurance benefits for the duration of the approved leave of absence.  
7 The interspersed paid leave will be applied to the first working day of the month.
- 8 21.4 FMLA leave may be taken intermittently or as part of a reduced work schedule  
9 when medically necessary.

10 Tentatively Agreed To:

11  
12 For the Union:

13   
14 \_\_\_\_\_

15 Date: 8/13/2020

12 For the Employer:

13   
14 \_\_\_\_\_

15 Date: 08/13/20

16

**Article XX: ~~Union~~ Exit Interviews**

Exit interviews can provide valuable feedback for the Institute, specific teams, and the union about what conditions drive turnover and how we can continue to build a more sustainable work culture at IHME. Exit interviews are also an opportunity to evaluate the climate of diversity, equity, and inclusion at IHME. IHME will continue to offer exit interviews to all resigning or retiring employees. Within ninety (90) days of ratification, the parties will meet to discuss and develop potential exit interview questions including questions related to diversity, equity, and inclusion.

~~XX.1 Union Exit Interviews: When an employee gives notice to HR, the union will be notified within two (2) business days so that the union can schedule an exit interview between the departing employee and up to two (2) representatives chosen by the Union. The employer will excuse all parties to the exit interview for up to one (1) hour and will allow the use of a meeting room in IHMEs offices.~~

~~XX.12 Joint Labor Management: IHME and the Union will discuss common trends from exit interviews at a joint labor management meeting at least ~~no less twice~~ annually.~~

~~XX.3 Diversity, Equity, and Inclusion: Exit interviews as an opportunity to evaluate the climate of diversity, equity, and inclusion at IHME, and to review instances of discrimination or unfair treatment. Care should be taken to develop questions that acknowledge the sensitive nature of these issues and the burden on the employee to share these experiences.~~

~~XX.24 Confidentiality: Both parties will keep individual responses from exit interviews anonymous, and discuss common themes and aggregated statistics.~~

XX.3 Notice: When an employee in the bargaining unit gives notice of resignation, when possible, the Union will be notified within five (5) business days, so that the Union may have an opportunity to reach out to the employee before their departure.

Tentatively Agreed To:

For the Union:

DocuSigned by:

*Karen Hart*

20A528EF180F44A...

Date: 9/30/2020

For the Employer:

DocuSigned by:

*Rshlee Hooten*

A71188E27298445...

Date: 9/30/2020

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**ARTICLE 23 – SHARED LEAVE**

23.1 The purpose of this article is to inform employees of the basic provision of the leave-sharing program established by RCW 41.04.650- 41.04-670, as now or hereafter amended. In the event that there is any question as to leave sharing eligibility, entitlement or definition of terms, the language of the Revised Code of Washington is definitive.

The leave sharing program permits eligible state employees to donate a portion of their ~~paid leave~~time off to financially aid other state employees who will need to take ~~leave without pay~~unpaid time off or separate from employment because of:

- Having a severe or extraordinary illness; or
- Having caregiver responsibilities for a relative or household member with a severe or extraordinary illness; or,
- The employee is serving as an approved emergency worker; or,
- When voluntarily or involuntarily serving in one of the uniformed services; of the United States, or,
- Being a victim of domestic violence, sexual assault or stalking, or assisting a family member who is a victim of domestic violence, sexual assault or stalking, or
- Sickness or temporary disability due to a pregnancy-related medical condition or miscarriage; or
- Taking parental leave to bond with and care for their newborn, adoptive or foster child, for a period of up to sixteen (16) weeks after birth or placement.

23.2 Shared Leave Program. The shared leave program is administered consistent with state law and University policy. Employees seeking to request shared leave or to donate shared leave to another employee will follow the request procedures that the Human Resources Department publishes for that purpose.

23.3 WA State Shared Leave Pool Programs: In accordance with state law and University Policy, eligible state employees may donate leave to the following shared leave pool programs:

- Uniformed Services Shared Leave Pool Program
- Foster Parent Shared Leave Pool Program
- Veterans’ In-State Service Shared Leave Pool Program

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Tentatively Agreed To:	
For the Union:	For the Employer:
<p>DocuSigned by: <i>Karen Hart</i> 20A528EF180F44A...</p>	<p>DocuSigned by: <i>Ashlee Hooten</i> A71188E27298445...</p>
Date: 7/27/2020	Date: 7/29/2020



1 **ARTICLE 24 – UNPAID HOLIDAYS FOR A REASON OF FAITH OR CONSCIENCE**

2  
3 Leave without pay will be granted for a reason of faith or conscience for up to two (2)  
4 workdays per calendar year as provided below.

5 a) Leave without pay will be granted for up to two (2) workdays per calendar year  
6 for a reason of faith or conscience or an organized activity conducted under the  
7 auspices of a religious denomination, church or religious organization. Leave  
8 without pay may only be denied if the employee’s absence would impose an  
9 undue hardship on the Employer as defined by Chapter 82-56 WAC or the  
10 employee is necessary to maintain public safety.

11 b) The Employer will allow an employee to use compensatory time, personal  
12 holiday or vacation leave in lieu of leave without pay. All requests to use  
13 compensatory time, personal holiday or vacation leave requests must indicate  
14 the leave is being used in lieu of leave without pay for a reason of faith or  
15 conscience. An employee’s personal holiday must be used in full workday  
16 increments.

17 c) An employee’s seniority date, probationary period or trial service period will not  
18 be affected by leave without pay taken for a reason of faith or conscience.

19 d) Employees will only be required to identify that the request for leave is for a  
20 reason of faith or conscience or an organized activity conducted under the  
21 auspices of a religious denomination, church, or religious organization.

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23 Tentatively Agreed To:

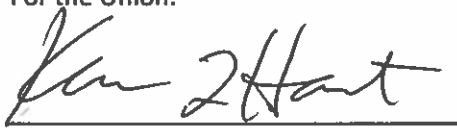
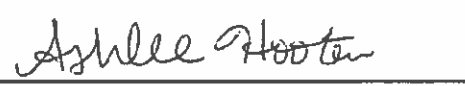
For the Union:	For the Employer:
<p>DocuSigned by: <i>Karen Hart</i> 20A528FF180E44A</p>	<p>DocuSigned by: <i>Ashlee Hooten</i> A71488E27298446...</p>
Date: 8/27/2020	Date: 8/27/2020

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**Article XX – Parental Leave**

**XX.1.** Parental leave is defined as: up to four months of leave taken after the birth of a child to the employee, spouse or domestic partner, or because of the placement of a child with the employee or domestic partner through adoption or foster care. Parental leave may extend up to six (6) months, including time covered by the FMLA, during the first year after the child’s birth or placement. Leave beyond the period covered by FMLA may only be denied by the Employer due to operational necessity. Extensions beyond six (6) months may be approved by the Employer.

To be paid during Parental leave the employee must use accrued vacation leavetime off, sick leave-time off up to eighteen (18) weeks (720 hours), personal holiday, holiday credit, or compensatory time, the combination of which may be determined by the employee. Employees must use all applicable accrued leave prior to going on leave without pay.

Tentatively Agreed To:	
For the Union:	For the Employer:
	
Date: 8/13/2020	Date: 08/13/20

1                   **ARTICLE 26 – CIVIL/JURY DUTY LEAVE AND BEREAVEMENT LEAVE**

2  
3 For the purposes of this Article, paid leave will be the salary the employee receives in  
4 their appointed position plus any additional monies (including, but not limited to shift  
5 differential and assignment pay) and benefits.

6 26.1 Civil Duty. Leave with pay will be granted for jury duty, to serve as trial witnesses,  
7 or to exercise other subpoenaed civil duties such as testifying at depositions.  
8 Employees are not entitled to civil leave for civil legal actions that they initiate or  
9 when named as a defendant in a private legal action that is unrelated to their  
10 University employment. The employee will notify the Employer as soon as they  
11 become aware of the need for a civil duty leave.

12 Employees assigned to work evening shift, who are scheduled to work the evening  
13 of civil duty shall be considered to be scheduled for the day shift for that day.

14 Employees assigned to work the night shift who are scheduled to work the day  
15 before and the day of civil duty leave will be allowed to have their civil duty leave  
16 the day before or the day of civil duty service.

17 26.2 Bereavement Leave. An employee shall be granted up to three (3) continuous or  
18 non-continuous days of bereavement leave, as requested by the employee, for  
19 each death of a family member. Bereavement leave beyond three (3) days may  
20 be approved based on individual circumstances, such as relationship of the  
21 employee to the deceased family member, employee responsibility for making  
22 funeral arrangements, religious reasons and/or distance of travel out of the area.  
23 Upon the Employer’s approval, the employee may choose to use the following  
24 types of leave for beyond the three (3) days: sick, vacation, holiday credit,  
25 compensatory time, personal holiday, or leave without pay.

26 Family members includes biological, adoptive, de facto, or foster parent,  
27 stepparent, or legal guardian of an employee ~~or the employee’s spouse or~~  
28 ~~domestic partner~~, or a person who stood in loco parentis when the employee was  
29 a minor child; sibling, spouse, domestic partner, grandparent, grandchild, or child,  
30 regardless of age or dependency status, including a biological, adopted or foster  
31 child, stepchild, or a child to whom the employee stands in loco parentis, is a legal  
32 guardian, or is a de facto parent. Family members include those persons in a “step”  
33 relationship. Family member also includes individuals in the following relationships  
34 with the employee’s spouse or domestic partner: child, parent (as defined above),  
35 or grandparent.

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Tentatively Agreed To:

For the Union:

Ken J Hunt

Date: 5/6/2020

For the Employer:

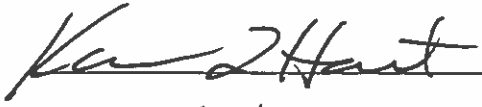
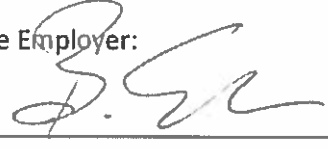
Ashlee Hooten

Date: 05/06/20

1     **ARTICLE XX – LEAVE RELATED TO DOMESTIC VIOLENCE, SEXUAL ASSAULT**  
2                                 **OR STALKING**  
3

4     As required by state law, and in accordance with University policy, the University will  
5     grant time off and/or reasonable safety accommodations to an employee who is a victim  
6     of domestic violence, sexual assault, or stalking. Time off may also be granted to an  
7     employee who has to assist a family member who is a victim of domestic violence,  
8     sexual assault or stalking. The parties will continue to work to promote knowledge of  
9     this employee right.

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Tentatively Agreed To:	
For the Union:  Date: 5/1/2020	For the Employer:  Date: 4/30/20

**ARTICLE 28 – INCLEMENT WEATHER AND SUSPENDED OPERATIONS**

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3 28.1 Inclement Weather. When the University is in operation but an employee ~~requests~~  
4 ~~time off to deal is faced~~ with unanticipated problems related to natural disasters or  
5 severe weather conditions, the Employer will allow the employee to telework the  
6 ~~employee may charge the absence to accrued and may make adjustments to the~~  
7 ~~employee's job duties and/or deadlines as appropriate. Employees who are unable~~  
8 to telework may use compensatory time, holiday credit, personal holiday, vacation  
9 time off, or leave without pay. Employees designated as essential must make all  
10 reasonable efforts to report to work as scheduled.

11 28.2 Suspended Operations. If the University determines it is advisable due to  
12 emergency conditions to suspend the operation of all or any portion of the  
13 institution, requiring only employees in essential positions to report to work the  
14 following will govern: Any employee who can successfully accomplish their work  
15 away from the worksite has the option to telework. Employees may request to use  
16 compensatory time, holiday credit, personal holiday, vacation time off. Requests  
17 ~~will not be unreasonably denied. When prior notification of suspended operations~~  
18 ~~has not been given, non-essential employees released until further notice after~~  
19 ~~reporting to work shall receive a minimum of four (4) hours pay for the first day.~~  
20 ~~Non-essential employees who do not work for the balance of the closure during~~  
21 ~~suspended operations have the following options to account for hours not worked:~~

22 a. ~~Using vacation time off.~~

23 b. ~~Accrued compensatory time and/or holiday credit.~~

24 c. ~~Using personal holiday. An employee must use personal holiday time as a full day~~  
25 ~~or shift.~~

26 d. ~~Using leave without pay.~~

27 e. ~~If leave without pay is used, up to sixty (60) calendar days after operations resume~~  
28 ~~to make up work time lost provided the following:~~

29 ~~(1) Employees must request makeup time within five (5) working days after operations~~  
30 ~~resume, and~~

31 ~~(2) Reasonable work must exist and the supervisor must approve the request to work.~~

32 ~~Make-up time worked by overtime-eligible full-time employees is calculated at time and~~  
33 ~~one-half (1-1/2).~~

34 UW parking in unrestricted spaces shall be provided at no cost to the employee at  
35 each campus for which suspended operations have been declared for any staff  
36 member designated by their supervisor as essential. Restricted spaces include

1 but are not limited to: disability stalls, time limited stalls, load/unload stalls, pay by  
2 space stalls (restricted to pay station parking), university vehicle stalls, metered  
3 stalls (restricted to pay meter parking) carpool stalls, UCAR Only stalls, electric  
4 vehicle charging stalls, motorcycle stalls, and department reserved stalls.  
5 Employees qualified to use a restricted space (for example disabled stalls) shall  
6 be able to use the appropriate space.

7 ~~28.3 Public Health Suspended Operations. Accrued sick leave may also be used for~~  
8 ~~the suspension of operations when the employee's workplace has been closed by~~  
9 ~~a public health official for any health related reason.~~

10

11 Tentatively Agreed To:

12 For the Union:

For the Employer:

13 DocuSigned by:

*Karen Hart*

DocuSigned by:

*Ashlee Hooten*

14 20A520EF100F44A...

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15 Date: 9/18/2020

Date: 8/28/2020

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**ARTICLE XX – MILITARY LEAVE**

- 1  
2
- 3 29.1 Military Leave will be approved in accordance with University of Washington  
4 Administrative Policy Statement 45.4, which is subordinate to the Uniformed  
5 Services Employment and Reemployment Rights Act, RCW 38.40, and RCW  
6 49.77. Employees who are called to active duty in any of the uniformed services  
7 or their reserves shall receive 21 work days of paid military leave annually from  
8 October 1 through September 30. Such paid military leave shall be in addition to  
9 any compensatory time, holiday credit, vacation or sick leave to which the  
10 employee might be otherwise entitled, and shall not involve the reduction of any  
11 benefits, performance rating, privileges or base pay. During the period of paid  
12 military leave, the employee shall receive their normal pay. If the employee is  
13 scheduled to work a shift that begins on one calendar day and ends on the next  
14 calendar day, the employee is charged military leave only for the first calendar day.
- 15 29.2 Employees required to appear during working hours for a physical examination to  
16 determine physical fitness for military service shall receive full pay for the time  
17 required to complete the examination.
- 18 29.3 Employees who are called to active duty in one of the uniformed services of the  
19 United States or the State of Washington shall be granted a military leave of  
20 absence without pay for absence from work for up to 5 years in addition to any  
21 time covered by the provisions of Section 29.1. During an unpaid military leave of  
22 absence, an employee is entitled to receive:
- 23 a. retirement benefits and service credit in accord with the provisions of the  
24 applicable retirement system;
- 25 b. paid medical and dental insurance if in pay status at least 8 hours per month.  
26 Other health plan coverage at the employee's request and expense for a limited  
27 period of time as determined by the Health Care Authority;
- 28 c. other length-of-service credits related to employment that would have been  
29 granted had the employee not been absent; provided that the employee returns  
30 to University service at the conclusion of the leave in accord with applicable  
31 Federal and State laws related to military leave; and
- 32 d. any additional benefit required by then-applicable state or federal law.
- 33 29.4 The employee should follow the military leave of absence request process. Unless  
34 prohibited by military necessity, the University shall be provided with a copy of an  
35 employee's orders at the time the employee requests military leave. Such request  
36 shall be made as soon as reasonably practical after the employee learns of the  
37 need for such leave.



1 29.5 Following release from military service, an employee shall have the right to return  
2 to employment as provided by then-applicable state and federal law. The  
3 employee will provide a copy of employee's discharge papers and any other  
4 documentation permitted or required by military-leave laws to their supervisor and  
5 to Human Resources.

6 29.6 Employees who are spouses of members of the armed forces will be released for  
7 the provisions of the Military Family Leave Act RCW 49.77 when the service  
8 member has been notified of an impending call or order to active duty or when on  
9 leave from deployment.

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11 Tentatively Agreed To:

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For the Union:



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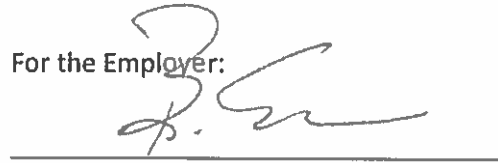
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Date:

5/1/2020

17

For the Employer:



Date:

4/30/20

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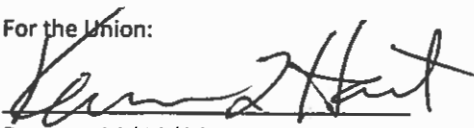
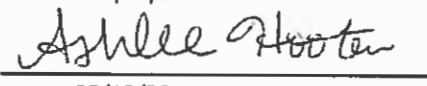
ARTICLE 30 – WORK RELATED INJURY LEAVE

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3 30.1 An employee who sustains a work-related illness or injury shall be granted a  
4 disability leave of absence in accordance with federal and state law. It is the  
5 intention of the University to comply with state and federal laws regarding such  
6 absences through its policies and procedures.  
7

8 30.2 Employees who are in leave without pay status for up to six (6) months due to a  
9 work-related injury, upon written request and proof of continuing disability, shall  
10 maintain their seniority and progression start date. Leave without pay exceeding  
11 six (6) months without loss of seniority or change in progression start date may be  
12 granted at the option of the employing official.  
13

14 30.3 Employees who suffer a work-related injury or illness that is compensable under  
15 the state worker's compensation law may select time loss compensation  
16 exclusively, or a combination of leave payment and time loss compensation,  
17 ~~exclusively or a combination of the two.~~ Employees using accrued sick leave  
18 during a period in which they receive worker's compensation under the industrial  
19 insurance provisions shall receive full sick leave pay, less any industrial insurance  
20 payments for time loss during the sick leave period.  
21

22 30.4 The University's policies on family and medical leave, sick leave and disability  
23 accommodations apply to employees with work related injuries or illnesses.  
24

25 Tentatively Agreed To:  
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28 For the Union:  For the Employer:   
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31 Date 08/13/20 Date 08/13/20  
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**ARTICLE 31 – HEALTH AND SAFETY**

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2  
3 31.1 Health and Safety. It is the policy of the University of Washington to create and  
4 maintain a safe and healthful workplace free from recognized hazards that may  
5 cause harm to employees, consistent with and in compliance with applicable state  
6 and federal laws. Employees will play an active role in creating a safe and healthy  
7 workplace and will comply with all applicable health and safety rules. The Union  
8 and the Employer are jointly committed to the goal of implementing an effective  
9 health and safety program and accident prevention program that meets or exceeds  
10 WISHA requirements.

11 31.2 Safety. All work shall be performed in conformity with applicable health and safety  
12 standards. Employees are encouraged to immediately report any unsafe working  
13 conditions to their supervisor. If the matter is not resolved satisfactorily between  
14 the supervisor and employee, either may involve the Union Steward and request  
15 a decision from a medical center's Safety Officer, and/or the University's  
16 Department of Environmental Health & Safety or the Department of Labor &  
17 Industries. No other employee may do the work believed to present an imminent  
18 risk to life and safety until a risk assessment has been done by the Safety Officer  
19 and/or the University's Department of Environmental Health & Safety, or the  
20 Department of Labor & Industries, and it is confirmed that there is no imminent  
21 hazard. Once a risk assessment is completed and it is confirmed that there is no  
22 imminent hazard and conditions meet WISHA standards, the employee will be  
23 expected to perform the work.

24 Employees are encouraged to attempt to resolve the matter first with the  
25 supervisor, then the Safety Officer and/or the University's Department of  
26 Environmental Health & Safety prior to going outside the University.

27 No employee shall be disciplined or retaliated against for reporting any such  
28 condition.

29 31.3 Reporting. Employees in the bargaining units are encouraged to report  
30 immediately to their supervisor and/or designated safety official any apparent  
31 unsafe working condition. Employees shall use required safety devices and  
32 perform work according to required safety procedures.

33 If a supervisor, the Employer-designated safety official, Labor and Industries or  
34 Environmental Health and Safety (telephone 206-543-7262) declare a University  
35 work site to be hazardous and unfit for work, affected employees may be assigned  
36 to alternative work sites, including telework work sites, until the hazardous  
37 condition is rectified. If assignment to an alternative work site is not possible and  
38 it is not possible to telework and the supervisor decides to send the employee(s)  
39 home, those employees sent home will receive their regular pay for all time the  
40 employee(s) is scheduled to work on the day of the incident. For all subsequent

1 days the employee(s) may use accrued leave as appropriate or request make up  
2 time as follows:

3 a. Employees must request make up time within three (3) working days after  
4 operations resume.

5 b. Reasonable work must exist and the supervisor must approve the request to  
6 work. The time must be made up within ninety (90) calendar days after  
7 operations resume.

8 31.4 Health Examinations. The Employer shall provide at no cost to the employee, such  
9 medical tests, health examinations and surveillance/monitoring as may be required  
10 as a condition of employment and/or as a result of regulated hazards encountered  
11 after employment.

12 31.5 Safety Committees. Joint employee-elected and Employer appointed safety  
13 committees shall be formed in accord with WISHA requirements and following  
14 University of Washington policy. The Union is entitled to representation on the  
15 University-wide or specific organizational or divisional committees where  
16 bargaining unit employees are working. Any department or unit committee also  
17 dealing with health and safety issues in work areas shall appropriately involve  
18 bargaining unit employees. Participation in safety and health committees, including  
19 meeting time, health and safety research, work on committee assignments,  
20 seminars, and classes will be considered time worked for all employees in  
21 accordance with University policy. Release time must be arranged with  
22 supervisors in advance.

23 When the committee makes a recommendation that requires action or approval  
24 beyond its scope of authority, the Employer will communicate its disposition of the  
25 formal written recommendation within thirty (30) days.

26 31.6 Ergonomics. The supervisor/manager will provide training and equipment for staff  
27 to safely perform job functions and avoid injury. Employees should contact their  
28 supervisor if job procedures, equipment or workstations lead to risk of injury or  
29 work-related musculoskeletal disorders. Further ergonomic guidelines shall be  
30 referenced on the Environmental Health and Safety website  
31 [www.ehs.washington.edu](http://www.ehs.washington.edu). Employees have the option to request the University  
32 of Washington Environmental Health and Safety to perform an ergonomic  
33 assessment of their work station.

34 31.7 Workplace Review. Supervisors will periodically inspect the worksite for the  
35 identification of recognized hazards, including ergonomic conditions, and put in  
36 place appropriate and feasible mitigations for any identified conditions that may be  
37 hazardous to health and safety. Such mitigations may include the use of  
38 engineering controls, administrative controls, the use of personal protective  
39 equipment, and/or increased training. The organizational unit will determine the

1 appropriate frequency of the inspections and such frequency shall be an  
2 appropriate topic for Union Management meetings.

3 In response to a DOSHA\* (Department of Occupational Safety & Health  
4 Administration – Labor & Industries) inspection initiated by a bargaining unit  
5 employee complaint, the Employer will contact the designated Union  
6 representative to participate in the worksite inspection. Employees may also  
7 request a workplace review by the employing department and employees shall be  
8 given the results of the review.

9 31.8 WISHA Inspections: Each time there is a WISHA inspection of the Employer's  
10 property in an area where WFSE employees perform their duties, the Employer  
11 shall contact the Union Office to find out whom the Union designates as the  
12 employee representative. If the Union's representative is not present for the  
13 inspection, the Employer shall request that the WISHA inspector delay the  
14 inspection until the Union's representative can arrive.

15 31.9 Wellness. The Employer and the Union will encourage and support employee  
16 participation in appropriate programs including the UW Care Link Services through  
17 which employees may seek confidential assistance in the resolution of chemical  
18 dependency or other problems that may affect job performance. UW Care Link  
19 Services may presently be reached at 1-866-598-3978 (business hours) or 1-800-  
20 833-3031 (24 hour line). No employee's job security will be placed in jeopardy as  
21 a result of seeking and following through with corrective treatment, counseling or  
22 advice providing that the employee's job performance meets supervisory  
23 expectations.

24 31.10 Tools and Equipment. The Employer will furnish and maintain in safe working  
25 condition all tools and equipment required to carry out the duties of each position,  
26 and will provide, during working hours, training on the safe operation and use of  
27 tools/equipment/supplies required to perform the employee's duties. The  
28 Employer agrees to provide transport for necessary equipment and supplies which  
29 cannot safely be transported by hand. The employees will properly use and  
30 maintain all required tools/equipment/supplies and immediately report any defects  
31 or malfunctions to the supervisor.

32 31.11 Joint Union/Management Committee. It shall be appropriate for either the Union  
33 or the University to request that a Joint Union/Management committee be  
34 convened, with Environmental Health and Safety as a participating member, to  
35 discuss health and safety concerns and to explore options for addressing those  
36 concerns through appropriate training or other approaches.

37 31.12 Training. Training that is relevant to the business operations and hazards involved  
38 in the work activities will be provided in the workplace by qualified trained  
39 individuals to employees.

1 Training needs will be an appropriate topic at Joint Union/Management committee  
2 meetings. Assistance with interpretation may be requested by staff.

3 31.13 Safety and Health Grievances. Grievances arising out of violations of this Article  
4 will start at Step 2 of the grievance procedure.

5 \*WISHA was renamed DOSHA (**Department of Occupational Safety & Health**  
6 **Administration – Labor & Industries**) in 2006. The term WISHA was left in because  
7 the parties felt that the WISHA name would be more recognizable by its members.  
8

9 Tentatively Agreed To:

10  
11 For the Union:

12 DocuSigned by:  
13 *Karen Hart*  
14 20A528EF480F44A...

15  
16 Date: 9/23/2020

For the Employer:

DocuSigned by:  
*Ashlee Hooten*  
A71188E27298445...

Date: 9/23/2020

17

1 XX Late Night Work Meals and Transportation

2 Side Letter XX UW Safety Escort Services

3 ~~XX.1 Late night work is defined as working after 8:00 pm in order to meet work expectations and~~  
4 ~~deadlines. The employer will reimburse the cost of a meal, when late night work is performed.~~  
5 ~~Late night work is defined as working three (3) hours or more past the end of the employee’s regularly~~  
6 ~~scheduled day, in the IHME office, in order to meet work expectations and deadlines.~~

7 XX.1 The employer will reimburse the cost of provide a meal, when late night work is performed.

8 XX.2 Upon request, tTaxi or ride share service will be reimbursed-provided for any late night work  
9 performed after the regular office is closed and/or when the employee’s safety is of concern.  
10 Employees will have access to Husky Night Walk and UW Night ride services in accordance with  
11 University policy.

13 Tentatively Agreed To:

14 For the Union:

15 DocuSigned by:  
16 Karen Hart  
20A528EF106F44A...

17 Date: 10/21/2020

For the Employer:

DocuSigned by:  
Ashlee Hooten  
A71188E27288445...

17 Date: 10/7/2020

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## ARTICLE 33 – TRANSPORTATION, TRAVEL, AND COMMUTE REDUCTION

### 33.1 Parking/U-Pass.

The Union agrees that during the life of this Agreement, the University may apply changes in transportation policy, including adjusting parking and U-pass fees and criteria for assigning parking spots, to the bargaining unit without the obligation to bargain with the Union. The Union may raise issues and concerns about the University's parking program at Joint Labor/Management Committee meetings or at ad hoc Labor Management Committee meetings.

33.2 Departments-Teams are encouraged to give serious consideration to employee requests for flexible schedules for commute trip reduction purposes. Individual requests for flexible scheduling may be approved by the employing official, provided that such scheduling does not interfere with the effective operation of the department team and shall be dependent upon operating, business, and customer needs.

### 33.4 Telework.

University policy permits employees to telework when the employee's supervisor (or other designated official) evaluates the telework request and approves it. When evaluating the request, the supervisor must determine that the employee can effectively perform the job duties of the position while teleworking. The denial of a telework request is not subject to Article XX Grievance Procedure

A. Telecommuting is a workplace option that allows work to be done at an alternate work site, such as the home, for one or more full or partial days a week. Telecommuting can be considered a means to meet business needs, use office space more efficiently, reduce vehicle and transit trips and costs, and improve employee productivity, morale and retention. Telecommuting can also serve as a way to keep inclement weather from interrupting operations.

a. Long-term Telework: Employees request to work permanently, for at least 4 months at a time, remotely and do not have designated IHME ~~rented~~ managed office space during that time; currently Hans Rosling Center for Population Health (HRC).

b. Occasional Telework: Employees who have designated IHME HRC as their primary work location may still take advantage of occasional telework. ~~rented office space request to work remotely on a case-by-case or standing basis. Requests may be made in four month periods. Occasional or temporary telework arrangements of up to four (4) months, may be requested. are approved on a case-by-case basis between an employee and their supervisor and are not regularly scheduled. Advance approval is required and must be documented, which can be done by email.~~



B. All requests for long-term and occasional telework will be reviewed and approved by an employee’s supervisor and IHME HR so long as the request isn’t in violation of a written UW policy or a mandatory place of work is specified in an employee’s job description. Teleworking agreements will be entirely that of the individual employee unless: a. their job description specifically indicates otherwise; b. they qualify as ‘essential’ staff under EO 27 ; or c. the employee is academic personnel and must work with academic HR to determine eligibility.

C. Every effort will be made to ensure that all staff will be treated equitably, regardless of telework agreement, in matters such as performance assessment, training, and professional development, and advancement. No employee will receive a wage decrease based on their telework agreement status.

D. If a job requires the individual to be at a specific primary work location, that primary location will be made explicit in the recruitment process. Some positions may have a limited set of activities that require attendance at the physical HRC or some other site. Such activities will be specified in written job descriptions for employees at recruitment and where they emerge over time, affected individuals will be notified in writing three months in advance of activities if not already addressed in their job descriptions.

E. In addition to the standard issue laptop which all employees receive, employees who choose a long-term telework agreement will be given the option to be provided the following pieces of University-owned equipment directly by IHME: headphones/ear buds, up to two monitors, keyboard, mouse, HDMI cables, ergonomically-approved chair, sit-stand desk feature. Employees in occasional telework agreements will be given the option to be provided with up to one monitor and HDMI cables.

IT support for internet optimization troubleshooting will be available to employees.

a.—

~~B.—~~ Employees’ work status, job duties, and job description will remain consistent with the on-site Employees of the same job classification, except that Employee may be required to make periodic trips to an Employer site for meetings ~~and equipment repair.~~ Employees remain obligated to comply with all of Employer’s rules, policies, practices and procedures except as designated in this article. Requests to telework as a disability accommodation are handled through a separate process.

~~C.—~~

~~D.F.~~..... Departmental

pPolicies around teleworking will be considered appropriate subjects for Joint Labor Management Meetings.

~~E. Termination of teleworking arrangements shall require no less than five (5) business days written notice, or longer as included in the teleworking agreement.~~

1 ~~This provision does not apply to telework arrangements made through the disability~~  
2 ~~accommodation process.~~

3

4 33.4 Travel

5 Any employee required to travel to a place of work other than their regular official duty  
6 station shall be reimbursed for travel costs if eligible, in accordance with University of  
7 Washington Administrative Policy Statements, Section 70. All provisions in Article XX  
8 Overtime will apply to travel.~~When employees are required to report for work to their~~  
9 ~~official duty station before traveling to a temporary official duty station, work time~~  
10 ~~computation shall commence at the time of reporting to the regular official duty station.~~  
11 ~~If an employee's regular official duty station is their residence, none of the above~~  
12 ~~applies.~~

13 Tentatively Agreed To:

14 For the Union:

For the Employer:

DocuSigned by:

*Karen Hart*

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DocuSigned by:

*Banks Evans*

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18 Date: 10/15/2020

Date: 10/15/2020

## ARTICLE 34 – PERFORMANCE EVALUATION

34.1 Formal pPerformance evaluations shall be performed at least annually. Evaluations shall be based on job related performance factors. ~~If an employee makes recommendations that are not heeded by supervisors or other employees, the employee will be evaluated based on their recommendation, not the outcome of the action.~~ Performance evaluations shall not be used to initiate personnel actions such as transfer, promotions or corrective disciplinary action, however evaluations may serve as supporting documentation for personnel actions. ~~In addition to the formal performance evaluation, Employee participation in the development of evaluation materials and rating factors is encouraged; an employee may request that evaluation materials and rating factors be developed, altered and/or clarified for their specific position, including examples of specific key performance indicators, developed with employee input. The employer will provide a written update to evaluation materials and rating factors within one week of the employee request. Evaluation materials, rating factors, and performance goals will be reviewed and updated as necessary when substantial changes to job tasks occur or when an employee's supervisor is changed.~~ ~~s~~Supervisors will meet with employees at least twice annually~~quarterly~~ to evaluate employee progress to date, communicate what the employee is doing well, and develop a plan to help the employee improve as needed. Plans for employee development ~~will~~may include both employee and supervisor actions and may consist of ~~but not be limited to~~ job shadowing opportunities, internal or external trainings, mentoring, and, additional supervisory support.

### 34.2 Evaluation Forms

(a) Performance evaluation forms will at a minimum include the following:

- (1) A description of the job related factors upon which the evaluation is based. These will include:
  - i. quality of work (e.g. competence, accuracy, neatness, thoroughness),
  - ii. quantity of work (e.g. use of time, volume of work accomplished, ability to meet schedules, productivity levels),
  - iii. progress against written goals,
  - iii.iv. job knowledge (e.g. degree of technical knowledge, understanding of job procedures and methods), and
  - iv.v. working relationships (e.g. cooperation and ability to work with supervisor, co-workers, students, and clients served), and
  - v. ~~Specific to the University-wide Supervisory and Research Technologist Supervisor bargaining units: supervisory skills (e.g. training and directing subordinates, delegation, evaluating subordinates, planning and organizing work, problem solving,~~

~~decision making ability, ability to communicate).~~

(2) Provision for identifying specific achievements of the employee, performance goals for the next evaluation period, training and development plans, ~~and other comments (applicable only to the University-wide Nonsupervisory, Supervisory, and Health Care Professional/Laboratory Technical bargaining units).~~

~~(3) Provision for employee comments.~~

~~(3) Provision for peer feedback.~~

(4) Provision for employee signature accompanied by a statement that "Employee signature means that the employee has seen and is aware of the content of the evaluation, but does not necessarily mean that the employee agrees with the evaluation content."

~~(5) Provision for the evaluator and reviewer signatures, and reviewer comments.~~

~~(5)~~

**(b)** Performance evaluations may be informed in part by feedback from up to 4 colleagues, partners, or collaborators. The Employer will determine who to solicit feedback from, and the employee may provide suggestions. Typically, no more than one of the requested individuals will be in the same job title as the individual being evaluated. Feedback will be given in writing, using a standard form. Individuals giving feedback will be asked to indicate on the form if they are willing for their written feedback to be directly shared with the individual being evaluated anonymous or otherwise.

~~(b)~~(c) The performance evaluation form may be supplemented with other forms and/or information used to support the employee's evaluation. Upon request, an employee may review any written materials used by supervision to prepare the evaluation.

(d) The Employee may make suggestions for modifications to the forms to best meet their job needs. IHME HR will be responsible for creation and provision of any forms, and will consider any suggestions for modifications.

~~(e)~~(e) Implementation of alternative performance evaluation models is an appropriate topic for Joint Labor Management Meetings.

### 34.234.3 Employee Evaluation Information

(a) Upon appointment to a position the employee's supervisor will provide the employee with a copy of:

- (1) the class specification for the position;
- (2) the position's job duties.

(b) Written performance expectations ~~(goals)~~ shall be provided to the employee in sufficient time to allow the employee to meet the work expectations. The

1 Employer will provide at least sixty (60) calendar days' notice to employees  
2 prior to the evaluation when modifications that substantively alter  
3 performance expectations are made. Minor modifications that do not substantively  
4 alter performance expectations require no notice.

#### 6 34.334.4 Evaluation Process

- 7
- 8 (a) The ~~supervisor~~ evaluator will communicate with the employee about  
9 performance problems as they occur, and develop and document a joint plan  
10 for performance improvement.
- 11 (b) The purpose of the evaluation meeting is to review, discuss, and if  
12 appropriate, modify the evaluation. The employee shall have an opportunity  
13 to discuss the proposed evaluation with the evaluator and to provide a written  
14 response.
- 15 (c) The final evaluation, with employee comments attached, will be signed by  
16 the evaluator and the employee. The employee will be provided a copy ~~at~~  
17 ~~his/her request. Medical Centers and those completing their performance~~  
18 ~~evaluations will not sign a copy of the evaluation, but will complete the~~  
19 ~~"acknowledgment" step in Workday to demonstrate their review of the~~  
20 ~~completed evaluation. Medical Centers can access and print their~~  
21 ~~performance evaluations from their Workday profile.~~
- 22 (d) Performance evaluations shall be retained in the ~~departmental~~ IHME  
23 personnel file for no more than three (3) years.
- 24 ~~(e) Upper level supervisors at the Medical Centers have access and review~~  
25 ~~privileges for employee performance evaluations in Workday. If modification~~  
26 ~~and/or comments are made at this level a copy will be provided to the~~  
27 ~~employee. Medical Centers employees are alerted in Workday to any~~  
28 ~~additional modifications and/or comments made. Medical Centers can~~  
29 ~~access and print their performance evaluations from their Workday profile.~~

#### 30 34.434.5 Evaluator Training.

31 The Employer shall make available training opportunities for evaluators  
32 regarding the Employer's performance evaluation program and shall, upon  
33 request, share and discuss the contents of such training programs with the  
34 Union. Evaluators will be required to complete unconscious bias training.

#### 35 34.534.6 Grievability.

36  
37  
38 ~~Applicable to the University-wide Nonsupervisory, Supervisory, Health~~  
39 ~~Care Professional/Laboratory Technical, HMC Technical, and UW Medicine~~  
40 ~~Contact Center bargaining units:~~ Employee performance evaluations are  
41 grievable only through Step Two of the Grievance Procedure.

42  
43  
44  
45 In the event that an employee's peer feedback significantly differs from their supervisor  
46 feedback and/or when an employee's race, gender, or sexual orientation is perceived  
47 to impact their performance evaluation, the Union may request IHME HR and/or

~~Diversity, Equity, and Inclusion review the performance evaluation and that a review of supervisor bias be conducted.~~

~~Applicable to the Research Technologist and Research Technologist Supervisor bargaining units:~~

~~The procedural aspects of the employee performance evaluation process are grievable only through Step Two of the Grievance Procedure. Procedural aspects include alleged violations of this contract or University policy. Disagreement over the supervisory marks assigned to a specific employee shall not be grievable and will be addressed via the actions described in Subsection 34.4.~~

Tentatively Agreed To:	
For the Union:	For the Employer:
DocuSigned by: <i>Karen Hart</i> 20A528EF180F44A...	DocuSigned by: <i>Asilee Hooten</i> A71188E27298445...
Date: 9/18/2020	Date: 8/28/2020

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ARTICLE XX – PERSONNEL FILES

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35.1 Files Relating to Employment. The Employer shall maintain files relating to employment in accordance with the applicable University policy and/or state or federal law. The personnel file for each employee will be maintained by the appropriate Human Resources Operations department and will accompany the employee throughout his or her service career at the University of Washington. The departmental file will be maintained by the department.

Individual supervisors may create and retain documents in a supervisor file. Documents in the supervisor file will not be placed in the department or personnel file unless they are incorporated as part of an official action (such as a performance evaluation or a corrective action).

35.2 Employee Access to Files. Each employee has the right to review his or her personnel file, supervisory file, attendance file, payroll file and medical file. The Employer will determine the location of all employee files. Upon written request by an employee to their Human Resources Consultant (for personnel file) or department manager (for departmental file), the employee and/or representative may examine the employee’s personnel file or departmental file. Review of employee files will be in the presence of an Employer representative during business hours. The employee and/or representative may request copies, which may be provided at no cost if the size of the request is reasonable. A copy of the written authorization will be retained in the employee’s file.

35.3 Employee Response. A copy of any correspondence, adverse material, or letters issued and intended to be included in an employee’s official personnel file shall be mailed or given to the employee prior to becoming a permanent part of the file. An employee may insert a reasonable amount of job-related materials in his or her personnel file that reflects favorably on his or her job performance. An employee may provide a written rebuttal to any information in the files that he or she considers objectionable. The Employer will attach the rebuttal to the related document.

Information shall be retained as long as it has a reasonable bearing on the employee's job performance or upon the efficient and effective management of the institution.

35.4 Confidentiality. Unauthorized parties shall not have access to any employee’s personnel or departmental file. A record will be retained in the HR personnel file of the names of individuals outside of HR who have reviewed the personnel file who do not have written authorization from the employee, except requests for records in accordance with the Public Records request process.

1 35.5 Medical Files. Medical information related to employment will be kept separate  
2 from all other employment files and confidential in accordance with state and  
3 federal law.

4 35.6 Adverse material or information related to alleged misconduct that is determined  
5 to be false, and all such information in situations where the employee has been  
6 fully exonerated of wrongdoing, and/or any documents removed pursuant to Article  
7 36 Corrective Action, will be promptly removed from the employee's files. The  
8 Employer may retain this information in a legal defense file in accordance with the  
9 prevailing Washington State law. The Employer may retain information relating to  
10 employee misconduct or alleged misconduct if the employee requests that the  
11 information be retained.

12 Tentatively Agreed To:

13  
14 For the Union:

15 

16  
17 Date: 5/1/2020

14 For the Employer:

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16  
17 Date: 4/30/20

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**ARTICLE 36 – CORRECTIVE ACTION/DISMISSAL**

36.1 The parties will follow the “Corrective Action/Dismissal Process” outlined below. No employee shall be subject to the process except for just cause. The corrective action process will be considered to incorporate the concept of progressive action while providing a positive method for improvement rather than punitive action. The University will determine the specific step at which the process begins based on the nature and severity of the problem.

**36.2 Representation**

(a) Employees shall be notified orally or in writing that upon request they shall be entitled to have a representative present when formal counseling, final counseling or dismissal is occurring. Employees have a right to a meeting with management whenever corrective action is issued. Attendance of a representative shall not delay the disciplinary process unduly as determined by the Employer. All parties shall make every effort possible to allow for Union representation without unduly delaying the process.

(b) Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes corrective action could result. The employer will provide reasonable time to allow an employee to secure a representative.

The role of the union representative in regard to an Employer-initiated investigation is to provide assistance and counsel to the employee and not interfere with the Employer’s right to conduct the investigation. Every effort will be made to cooperate in the investigation.

(c) An employee placed on an alternative assignment during an investigation will not be prohibited from contacting their union steward unless there is a conflict of interest, in which case the employee may contact another union steward. This does not preclude the Employer from restricting an employee’s access to the Employer’s premises.

(d) An interpreter can be requested by either party and will be provided.

**36.3 Coaching.** Informal discussion or instruction between employee and their immediate supervisor. Supervisor may follow up in writing which may include a simple action plan. This is not a form of corrective action.

**36.4 Corrective Action/Dismissal Process.** The Employer will make clear when formal or final counseling is being conducted and will inform the employee about their right to representation under the CBA. When counseling or dismissing an employee, the Employer will make every effort to protect the privacy of the employee. Translators may be requested by any party.

- 1 36.5 Formal Counseling. Formal counseling (may involve administrative personnel  
2 other than the employee's immediate supervisor) including the development of a  
3 written action plan. The action plan will identify specific problem areas,  
4 performance objectives, suggestions for remedying, and a timeframe for  
5 improvement. Prior to issuance of formal counseling, a meeting may be scheduled  
6 by the employer or requested by the employee to give the employee an opportunity  
7 to make their case before the final decision is made. Employee requests for such  
8 a meeting will be granted. An employee is entitled to representation at this meeting.
- 9 36.6 Final Counseling. Final counseling (may involve administrative personnel other  
10 than the employee's immediate supervisor) including action plan discussion and  
11 revision, where appropriate. A decision-making period of one (1) day of paid time  
12 away from the work site for the employee to consider the consequences of failure  
13 to follow the action plan may be used at this step. If the Employer decides to  
14 provide a decision-making day, the employee will be given a list of expectations  
15 and problem statements prior to the day taking place.
- 16 36.7 Dismissal. Prior to dismissal, a pre-determination meeting will be scheduled to  
17 give an employee an opportunity to make their case before the final decision is  
18 made. The employee has the right to have a union representative present at the  
19 pre-determination meeting. At least five (5) days prior to the meeting, the  
20 employee will be informed in writing of the reasons for the contemplated dismissal  
21 and given referenced documentation. The employee will be furnished with written  
22 notification of the outcome of the pre-determination hearing.
- 23 36.8 Demotion. Demotion of Leads ~~and/or Supervisors~~ may be initiated by the  
24 Employer at any step of the Corrective Action process.
- 25 36.9 Removal of Records
- 26 Upon written request by the employee, any formal or final counseling, excluding  
27 those for workplace violence or University policies against harassment,  
28 discrimination, or retaliation, will be removed from an employee's personnel file  
29 after three (3) years if the following criteria have been met:
- 30 1. Circumstances set forth in writing, and as determined by the University do not  
31 warrant a longer retention period; and  
32 2. There has been no subsequent corrective action.  
33
- 34 Nothing in this Article prevents the Employer from agreeing to an earlier removal  
35 date.
- 36 Once a corrective action has been removed from the employee's file as outlined  
37 above, the information removed will not be used in subsequent corrective action,  
38 unless mutually agreed otherwise.
- 39 36.10 Grievability/Arbitrability.

1 Formal counseling may be grieved beginning at Step One or Step Two of the  
2 grievance procedure and up to Step Three Mediation only.

3 Final counseling, demotion, and dismissal may be grieved through every step of  
4 the grievance procedure beginning at Step Two.

5

6 Tentatively Agreed To:

7

8 For the Union:

For the Employer:

9

DocuSigned by:

DocuSigned by:

*Karen Hart*

*Ashelee Hooten*

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Date: 8/4/2020

Date: 8/4/2020

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**ARTICLE 37 – EMPLOYEE ASSISTANCE PROGRAM**

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The Employer will continue to offer an Employer supported Employee Assistance Program for all employees covered by this Agreement. Employees can request, and Employer will consider, adjustments in schedule to allow access to the services of the Employee Assistance Program.

The Employee Assistance Program will protect the confidentiality of those employees using their services.

Tentatively Agreed To:

For the Union:	For the Employer:
<p>DocuSigned by: <i>Karen Hart</i> 20A528EF180F44A...</p>	<p>DocuSigned by: <i>Ashlee Hooten</i> A71188E27296445...</p>
Date: 8/27/2020	Date: 8/27/2020

## LAYOFF SENIORITY, LAYOFF, REHIRE

### I. Layoff Seniority.

A. Layoff seniority is defined as the length of service in calendar days with IHME. Service of less than full time shall be considered full time. ~~Time~~ Calendar days spent ~~on leave of absence without pay or~~ on layoff shall not be included in computing seniority except for cyclic year positions, but does not constitute a break in service. Permanent employees who are veterans or their unmarried widows/widowers shall have added to their seniority the veteran's active military service to a maximum of five (5) years credit. Time spent on military duty leave, paid or unpaid, or time spent on leave without pay to work for the union in accordance with Article 29 is included in seniority calculation. Probationary employees are not vested with seniority credits until successfully completing the probationary period.

B. Layoff Seniority shall be lost following a break in service including resignation, termination for cause, failure to return from a leave of absence, expiration of rehire rights.

C. Seniority groups will be considered in selecting the order of employees being laid off within the layoff unit, determining eligibility for placement in vacant jobs, and order of placement on the rehire list, IHME employees will be listed in seniority categories, as follows: in calendar days 1-365, 366-730, 731-1460, 1461-2190, 2191 and over. ~~0-1 yrs, 1-3 yrs, 3-5 yrs, over 5 yrs. A year is defined as 260 working days of service.~~ Individual layoffs would occur within the lowest seniority category first. Employees in the highest seniority group would be considered the most senior and the employees in the lowest seniority group would be considered the least senior.

D. The Employer will provide all employees notice when a new position has been posted on the internal job board.

E. Once employees have been notified of a layoff (as described below), the Employer will include at least two internal layoff applicants in the interview pool for each position provided there are at least two applicants that meet the minimum qualifications.

### II. A. Layoff.

Whenever it becomes necessary for the Employer to reduce its workforce due to lack of work, lack of funds, or good faith reorganization for efficiency purposes, the Employer shall use the following procedure. The Employer shall identify the positions to be abolished and the employee(s) affected and shall notify employees and the Union in writing, at least forty-five (45) calendar days in advance of implementation. The notice will include the employee's formal employment option. When possible the Employer will provide more than the minimum notice.

1 (Add in Formal Employment Option section here- see below)

2  
3 ~~The Employer will make a good faith effort to notify the Union and affected~~  
4 ~~employees of impending layoffs, at least one hundred and eighty (180)~~  
5 ~~calendar days in advance of implementation, and not less than ninety (90)~~  
6 ~~calendar days in advance of implementation so that reasonable alternative~~  
7 ~~proposals can be considered. Whenever possible the Employer will provide~~  
8 ~~more than minimum notice, and that notification will occur as soon as the~~  
9 ~~loss of funding or lack of work becomes evident. Notice shall be given in~~  
10 ~~writing to all employees at IHME. A list of impacted employees and their job~~  
11 ~~classifications, will be given to all team supervisors.~~

12  
13 (1) The Employer shall not lay off bargaining unit employees in lieu of  
14 disciplinary action.

15  
16 (2) Employees will be laid off in accordance with seniority, as defined in  
17 Article XX.1(c).

18  
19 ~~(4) The Employer shall not hire employees outside of IHME, as long as there are~~  
20 ~~employees with applicable skills and abilities in the potential layoff group, or on a rehire~~  
21 ~~list, that could fill the new or existing vacant position. Employees will be hired using the~~  
22 ~~abbreviated internal application process, with the most senior group being offered~~  
23 ~~vacant positions, first. A qualified existing employee is any employee that has held an~~  
24 ~~equivalent, similar, or higher position, or has previous experience with applicable skills~~  
25 ~~and abilities.~~

26  
27 ~~(5) The Employer shall not contract out any bargaining unit work while employees are~~  
28 ~~pending a layoff, in layoff status or on the rehire list.~~

29  
30 B. Formal Employment Option.

31 ~~Supervisors will meet with affected employees, individually, to discuss~~  
32 ~~potential professional development options, future job/career options and~~  
33 ~~pathways, available at IHME. The employee affected by the reduction in force~~  
34 ~~shall be considered first and offered the following employment options in~~  
35 ~~descending order, provided they meet the essential skills (defined as the~~  
36 ~~minimum qualifications listed in the job description for the classification and~~  
37 ~~any specific position requirements or credentialing) of the offered position:~~

38  
39 ~~1. —1.—A funded vacant position within the same or similar IHME job~~  
40 ~~classification or job title at IHME. —profile in their current grade, as~~  
41 ~~determined by the Employer.~~

42  
43 ~~4.—A funded vacant position within the same or similar IHME job profile~~  
44 ~~series in a lower grade, as determined by the Employer.~~

45 ~~2.~~  
46

Employees with no formal employment option will be placed on the rehire list upon request. Employees who reject their formal employment option can elect to be placed on the rehire list.

~~2. A funded vacant position within a different job classification, with similar skill and ability requirements at IHME.~~

~~3. A funded vacant position in a same or similar, job classification at the UW, with the same pay,~~

~~4. A funded vacant position in a lower classification at IHME or at the UW.~~

~~5. A surge float option to float at the same rate of pay, to fill in work of high needs teams, until such time that there is another suitable vacant position.~~

C. Notice.

~~The Employer shall identify the positions to be abolished and the employee(s) to be affected and shall make a good faith effort to notify employees in these positions and all supervisors at IHME, with notice to the union in writing, at least one hundred and eighty (180) calendar days in advance of implementation, and not less than ninety (90) calendar days prior to the abolishment of the positions, pay the employee in lieu of notice, or combine pay and notice. Ongoing communications regarding the status of grant applications and replacement funding will be provided to all staff and the Union, on at least a monthly basis, or more, as status updates are available, prior to the effective date of the layoff. Whenever possible the Employer will provide more than minimum notice. The written notice shall include:~~

~~The effective date of the layoff and a reference to the employee's rights under this Article, and~~

~~Identification of the employment options being offered, if applicable.~~

~~A rehire list will be created with any unplaced employee from the layoff groups. Any new or vacant position will first be offered to qualified employees on the rehire list.~~

D. FTE Increase or Reduction.

An employee in a position that is not abolished but is increased or reduced in FTE status and who will remain benefit eligible after the reduction or increase will have the choice of staying in the reduced or increased position and going on the rehire list for the position and FTE status held by the employee immediately prior to the increase or reduction or exercising available layoff rights under ~~38.2XX.X~~. The employee must exercise this choice within three (3) working days of the increase or reduction notice.

E. Voluntary Layoff:

Appointing authorities will allow an employee in the same job classification and

1 department where layoffs will occur to volunteer to be laid off provided that the  
2 employee is in a position requiring the same skills and abilities, as a position  
3 subject to layoff. Any volunteer for layoff shall have no formal layoff employment  
4 options. If the appointing authority accepts the employee's voluntary request for  
5 layoff, the employee will submit a non-revocable letter stating they are  
6 accepting a voluntary layoff from the University. The employee will can elect to  
7 be placed on all applicable rehire lists.

8  
9 III. Rehire.

10 A. The Employer shall make a concerted effort to re-employ bargaining unit  
11 members on the rehire list. ~~Bargaining unit members on the rehire list are eligible to~~  
12 ~~apply for and receive funding for professional development opportunities and the~~  
13 ~~Tuition Exemption program available to the bargaining unit, while on the rehire~~  
14 ~~list. Employees without employment options may will be placed on the rehire list(s)~~  
15 ~~designated by the employee for the same or similar job profile, as determined by~~  
16 ~~the Employer, for which the employee was laid off for twenty-four (24) months. In~~  
17 ~~addition to the rehire list for the classification and FTE status from which the~~  
18 ~~employee was laid off, employees identified for layoff may request placement on~~  
19 ~~the following rehire lists:~~

20 ~~For positions of a lower FTE status in the classification from which the employee~~  
21 ~~was laid off (or equivalent if prior classification has been abolished); and~~

22  
23 ~~For positions in other similar classifications in which the employee previously held~~  
24 ~~permanent status; and~~

25  
26 ~~(1) Lower classes in the series from which the employee was laid off.~~

27 ~~The Employer will refer an employee from the designated rehire list(s) for any~~  
28 ~~open positions in the bargaining unit for which the laid off employee~~  
29 ~~possesses the essential skills. Employees referred from the rehire list(s) who~~  
30 ~~possess the essential skills needed for a vacant position will be offered the~~  
31 ~~position prior to the Employer posting for competitive recruitment. From~~  
32 ~~among these employees, offers will be made in seniority order, from the most~~  
33 ~~senior group first. Job requests for positions for which there are employees~~  
34 ~~on rehire list(s) may not be withdrawn solely to avoid hiring laid off employees.~~

35  
36 ~~(2) The Employer will provide a copy of the Rehire List to the Union upon~~  
37 ~~request.~~

38  
39 ~~(3) When a job classification, with similar skills and abilities, as the employee was~~  
40 ~~laid off from, is present in other departments outside of IHME the employee will be~~  
41 ~~offered that job at the University of Washington.~~

42  
43 B. Rehire Trial Period.

44 Employees placed into vacant positions from the rehire list will serve a three  
45 (3) month rehire trial period. During the rehire trial period either party may, at its  
46 sole discretion and without resort to the grievance procedure, initiate return to



1 the rehire list. Time spent in a rehire trial period will not count toward the  
2 twenty-four (24) month rehire list period. The three (3) month rehire trial period  
3 will be adjusted to reflect any paid or unpaid leave taken during the period.  
4

5 C. Removal from Rehire List(s).

6 Removal from the rehire list(s) will occur for any of the following circumstances:  
7

8 (1) If placement does not occur within twenty-four (24) months,  
9

10  
11  
12 (2) If the employee accepts or rejects anytwo offers of placement from any  
13 rehire list for a position with the same FTE status and pay as the position from  
14 which the employee was laid off.  
15

16  
17 (3) Employees who notify the UW they want to be removed from theany rehire  
18 list.  
19

20 ~~—D.—Rehire List Crossover. Employees within an SEIU Local 925 represented~~  
21 ~~bargaining unit may, in accordance with this Article, be placed on the rehire list for~~  
22 ~~positions in another SEIU Local 925 represented bargaining unit.~~

23 ~~E.—Rehire Wages and Increment Date.~~

24 ~~When employees are rehired from layoff status the periodic increment date and annual leave~~  
25 ~~accrual date will be reestablished and extended by an amount of time in calendar days equal to~~  
26 ~~the period of time spent on the rehire list prior to rehire. Employees placed from the rehire list~~  
27 ~~into positions with the same salary range held at the time of layoff shall be placed at the same~~  
28 ~~salary in the range held at the time of layoff. Employees placed from the rehire list into~~  
29 ~~positions with a lower salary range than held at the time of layoff shall be placed in a salary~~  
30 ~~nearest to, but not in excess of, the salary held at time of layoff.~~

31  
32 F. Affirmative action goals and recognition of extraordinary work performance may  
33 be considered at any point during the layoff or rehire process.  
34

35 ~~—G.—Benefits and Temporary Services.~~

36 ~~Employees on the rehire list who follow the rules prescribed by Temporary~~  
37 ~~Services may be referred to temporary positions and can receive employer paid~~  
38 ~~health benefit coverage if they meet the eligibility requirements as determined~~  
39 ~~by the State.~~

40  
41  
42 ~~—IV.—Workload for Remaining Employees~~

43 ~~— If employees take a new position prior to the layoff date, the vacancy in the~~  
44 ~~previous job, will not create more workload for the remaining employees. Work~~  
45 ~~expectations will be adjusted based on the workforce and skills remaining. No~~

1 ~~employee, remaining in a position prior to the official layoff date, will be subject~~  
2 ~~to discipline for not meeting expectations or deadlines, if work expectations are~~  
3 ~~not adjusted.~~

4  
5 ~~—V.— IHME HR will assist affected employees with resume development, and job application~~  
6 ~~processes, upon request by the employee.~~

7  
8 ~~—VI.— Information on Grants and Proposals~~

9  
10  
11 ~~A. In order to keep employees informed of their future prospects, the employer will~~  
12 ~~make every effort to communicate information about the grant(s) or funding source(s)~~  
13 ~~impacting an employee. The employer will maintain their internal HUB page which tracks~~  
14 ~~grants and proposals with details on all submitted and in-development funding~~  
15 ~~proposals.~~

16  
17 ~~B. Employees will be notified upon hire of the important details of the grant funding~~  
18 ~~their position — namely the amount of funding, the end date of the grant, and the end~~  
19 ~~date of the funding for their position or title.~~

20  
21 ~~D. For any grant which is ending in eighteen (18) months or fewer, or for any grant in~~  
22 ~~which a position is not funded for the full duration of the grant and the funding for said~~  
23 ~~position will end in eighteen (18) months or fewer, the employer will meet with all~~  
24 ~~affected employees every ninety (90) days to discuss the following~~

- 25 ~~• Whether or not the institute has applied for, or intends to apply for~~  
26 ~~any grants or funding which extend the work, or new projects~~  
27 ~~which are similar in scope (for example, same PI, similar~~  
28 ~~diseases, metrics, or methods being used, .)~~
- 29 ~~• Details on each of these proposals including~~
  - 30 ~~• The scope of the work~~
  - 31 ~~• Funder(s) the employer has sent a proposal to or is~~  
32 ~~working with to develop a proposal~~
  - 33 ~~• The total amount of funding requested~~
  - 34 ~~• The duration of the work outlined in the proposal~~
  - 35 ~~• The total number of FTEs funding is being requested~~  
36 ~~for~~
  - 37 ~~• The total number of FTE positions in the job class the~~  
38 ~~employee is in, as well as each FTE position in job~~  
39 ~~classes immediately above or below the employees~~
  - 40 ~~• Any deadlines the employer must meet for submitting~~  
41 ~~proposals in developments, or dates provided by the~~  
42 ~~funding source(s) by which the employer will be notified~~  
43 ~~of the acceptance, rejection, or counter of a funding~~  
44 ~~proposal.~~
  - 45 ~~• Any other information the employer or employee may~~  
46 ~~find relevant~~

47 ~~E. The Union shall be notified of the date each meeting took place and all employees~~  
48 ~~affected.~~

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Tentatively Agreed To:	
For the Union:	For the Employer:
DocuSigned by: <i>Karen Hart</i> 20A528EF180F44A...	DocuSigned by: <i>Ashlee Hooten</i> A71188E27298445...
Date: 8/26/2020	Date: 08/25/20

**ARTICLE 39 – RESIGNATION AND ABANDONMENT**

39.1 Resignation. Employees are encouraged to provide at least two weeks’ notice of resignation. A written or oral resignation may be withdrawn within twenty-four (24) hours excluding the employee’s scheduled days off and holidays off, after submitting the resignation. The employee may only withdraw one resignation per position held. The Employer may permit withdrawal of resignation at any time.

39.2 Presumption of Resignation/Abandonment.

a. An employee who fails to appear for work and report absence to the supervisor, in accordance with departmental policy, on three (3) consecutive scheduled workdays, shall be deemed to have resigned. Notice of separation will be sent to the employee’s last known address on record with the UW Payroll Office via certified mail after the third (3<sup>rd</sup>) consecutive day of absence. Prior to sending the notice, the Employer will attempt to contact the employee through current home telephone and emergency contact numbers on record in Employee Self-Service and departmental records.

b. Within fourteen (14) calendar days of mailing the separation notice and upon proof that the failure to report absent could not reasonably have been avoided, an employee may submit to the supervisor a written petition for reinstatement. The Employer’s decision to not reinstate may be grieved according to the grievance procedure in Article 6

39.3 Separated employees have the right to compensation for ~~accrued vacation leave~~ and compensation time according to University policy.

Tentatively Agreed To:	
<p>For the Union:</p> <p>DocuSigned by:</p> <p><i>Karen Hart</i></p> <p>20A528EF180F44A...</p> <p>Date: 8/26/2020</p>	<p>For the Employer:</p> <p>DocuSigned by:</p> <p><i>Ashlee Hooten</i></p> <p>A71188E27298445...</p> <p>Date: 08/25/20</p>

## ARTICLE XX INFORMATION ON GRANTS AND PROPOSALS

A. In order to keep employees informed of their future prospects, the employer will make every effort to communicate information about the grant(s) or funding source(s) impacting an employee. ~~For this purpose, the employer IHME~~ will maintain their internal HUB page which tracks grants and proposals with at least the following details on all submitted and in-development funding proposals:

- Grant name
- Nature of topic
- Principal Investigator (PI)
- Total amount
- Duration
- Funder
- Grant application status
- Expected timelines for grant decisions and effective date if approved
- Team names that are potentially funded by the grant

B. Employees will be notified upon hire of the ~~important details of the grant currently and anticipated future funding for their~~ position – namely the source(s) amount of funding, and the end dateduration of the grant, ~~and the end date of the funding for their~~ position or title.

C. The Hub page will be updated no less than every three (3) months.

~~D. For any grant which is ending in eighteen (18) months or fewer, or for any grant in which a position is not funded for the full duration of the grant and the funding for said position will end in eighteen (18) months or fewer, the employer will meet with all affected employees every ninety (90) days to discuss the following~~

- ~~• Whether or not the institute has applied for, or intends to apply for any grants or funding which extend the work, or new projects which are similar in scope (for example, same PI, similar diseases, metrics, or methods being used, -)~~
- ~~• Details on each of these proposals including
 
  - ~~• The scope of the work~~
  - ~~• Funder(s) the employer has sent a proposal to or is working with to develop a proposal~~
  - ~~• The total amount of funding requested~~
  - ~~• The duration of the work outlined in the proposal~~
  - ~~• The total number of FTEs funding is being requested for~~
  - ~~• The total number of FTE positions in the job class the employee is in, as well as each FTE position in job classes immediately above or below the employees~~
  - ~~• Any deadlines the employer must meet for submitting proposals in developments, or dates provided by the funding source(s) by which the employer will be notified of the acceptance, rejection, or counter of a funding proposal.~~~~

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~~Any other information the employer or employee may find relevant~~

~~39 E. The Union shall be notified of the date each meeting took place and all employees affected.~~

Tentatively Agreed To:

<p>For the Union:</p> <p><small>DocuSigned by:</small></p> <p><i>Karen Hart</i></p> <hr/> <p><small>30A528EE180F44A</small></p> <p>Date: 8/26/2020</p>	<p>For the Employer:</p> <p><small>DocuSigned by:</small></p> <p><i>Asilee Hooten</i></p> <hr/> <p><small>0271101E720E419</small></p> <p>Date: 08/25/20</p>
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**ARTICLE 41 – NEW EMPLOYEES**

## New Employees.

A. The Employer will offer a regularly scheduled, in-person, all day new employee orientation which will include a benefits orientation. The orientation will be offered by the office of Professional and Organizational Development in coordination with the Benefits Office and the Employer will require new employees ~~from~~ whose work location is the Seattle Main Campus to attend.

1. The Employer shall release a member presenter to attend.
2. The Union orientation is included on the agenda as part of the NEO. The NEO facilitator will clarify that union orientation is on paid time and refer to the Union as “Union Partner”.
3. The facilitator will announce the transition to Union time and give clear instructions to the new employees about where to find the proper union group at the end of the employer’s presentation.

B. A Union representative shall be allowed up to ~~thirty (30) minutes~~ one (1) hour with employees during the new employee orientation. Travel time will be added for those whose work location is the Seattle Main Campus. Such release time will be subject to the operational needs of the department and does not count as time worked for the purpose of calculating overtime.

C. If the University conducts orientation on-line, the Union will be permitted to display a reasonable amount of information as part of the program.

D. For employees hired into the bargaining unit who do not attend the orientation described in A and B above, within ninety (90) days of the employee’s start date, the Employer will provide the Union access to the employee during the employee’s regular work hours to present information about the Union. This access will be provided at the employee’s regular worksite, or at a location mutually agreed to by the Employer and the Union and will be for no less than thirty (30) minutes.

E. The Union may conduct its orientation virtually. The Employer will notify new employees of the one-hour Union orientation within the first week of employment during regular work hours. Should the new employee miss the opportunity to attend in the first week, they will be encouraged to attend the one-hour Union orientation during regular work hours in a subsequent week.

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Tentatively Agreed To:	
For the Union:	For the Employer:
<p>DocuSigned by: <i>Karen Hart</i> 20A5282F180F44A...</p>	<p>DocuSigned by: <i>Ashlee Hooten</i> A71188E27298445...</p>
Date: 10/28/2020	Date: 10/5/2020



1                   **ARTICLE 42 – UNION ACTIVITIES, RIGHTS, AND STEWARDS**

2  
3   42.1   Staff Representatives

- 4  
5       a. Within thirty (30) calendar days from the effective date of this Agreement, the  
6       Union shall provide IHME HR and the Office of Labor Relations a list of staff  
7       representatives. The Union shall provide written notice to the Employer of any  
8       changes within thirty (30) calendar days of the change.  
9  
10      b. Staff representatives may access University premises to carry out  
11      representational activities. The representative shall notify local management  
12      prior to their arrival and shall not interrupt the normal operations of the  
13      institution. The staff representative may meet with bargaining unit employees  
14      in non-work areas during non-work times.

15  
16           It is understood that any such visits which require a meeting with an employee  
17           will be restricted to the non-working time of the employee unless otherwise  
18           authorized by management or provided for elsewhere in this Agreement, and  
19           that there will be no interference with an employee's work assignment.

20  
21           While inspecting the workplace, the Union may engage in de minimis  
22           conversations with employees, so long as an employee does not object and  
23           such conversation does not interfere or disturb the operation of the facility or  
24           compromise the security of patient health institutional information

25  
26   42.2   Steward Release Time.

27  
28           A steward who is processing a grievance in accordance with the grievance  
29           procedure of any SEIU Local 925 Agreement between the Employer and the Union  
30           shall be permitted reasonable time to assist in the resolution of legitimate  
31           employee grievances on the Employer's property without loss of pay or recorded  
32           work time. Time off for processing grievances shall be granted to a steward by  
33           supervision following a request, but in consideration of job responsibilities. If  
34           permission for time off cannot be immediately granted, the supervisor shall arrange  
35           for time off at the earliest possible time thereafter.

36  
37           A record of a steward's work time spent on grievances or other authorized activity  
38           on behalf of the Union shall be maintained on a basis mutually agreeable between  
39           the Union and the department involved.

40  
41           In the event the Employer determines that the amount of work time used by any  
42           steward on grievances or other authorized Union activities is unreasonable, it may  
43           become a topic for mutual discussion between the parties.

- 1  
2 a. The Union shall prevail upon all employees in the bargaining unit and especially  
3 Union stewards, to make a diligent and serious attempt to resolve complaints  
4 at the lowest possible level. The Employer, likewise, shall prevail upon its  
5 supervisory personnel to cooperate fully with the Union stewards and other  
6 Union representatives in the speedy resolution of any grievance that may arise.  
7  
8 b. Union stewards shall primarily conduct representational duties only within their  
9 designated area of jurisdiction. Stewards may represent members in another  
10 jurisdiction if the steward designated for that other jurisdiction is unavailable  
11 (e.g. away on approved leave), has a conflict, or if there is no steward in that  
12 area. In the event that a steward is unavailable, the steward of the next  
13 geographically closest designated jurisdiction will be contacted to represent the  
14 employee. The number of stewards in a particular area and the jurisdiction  
15 they serve shall be an appropriate subject of discussion between the Union and  
16 the Employer.  
17  
18 c. The Union agrees to submit an up-to-date list to IHME HR and the Office of  
19 Labor Relations once per month indicating the name of all Union stewards, their  
20 work locations, ~~team department, jurisdiction~~ and designation as a Lead, Chief,  
21 or Officer. In any event, said list shall be submitted at least annually with  
22 changes noted as they occur. Union stewards shall be recognized when IHME  
23 HR and the Office of Labor Relations is informed of their appointment.  
24 ~~Examples of jurisdiction are as follows: UWMC, South Campus HSB, HMC,~~  
25 ~~Health Sciences, South Lake Union, Downtown, Airlift Northwest, UW Tower,~~  
26 ~~Bothell Campus, Tacoma Campus, Seattle Campus, and Sandpoint.~~ Stewards  
27 shall be assigned by the union. Lead Stewards, Chief Stewards, and  
28 Local/Chapter officers shall be recognized to have broader jurisdictions.  
29  
30 d. Whereas it benefits the University to have Union stewards who understand the  
31 contract and are trained in administration of the contract, each of the Union's  
32 stewards shall be allowed a total of eight (8) working hours annually without  
33 loss of pay to participate in the Union's steward training program. Said time off  
34 shall be approved in advance by the employee's supervisor and shall be  
35 contingent upon the ability to provide coverage during the time off.  
36  
37 The Union shall submit to IHME HR and the Office of Labor Relations at least  
38 fifteen (15) days in advance the names of the employees (with their respective  
39 supervisors) that are scheduled to participate in the training. The Union will  
40 confirm the employee's participation in the training upon completion.  
41  
42 e. New Steward Training: Where the Union requests in advance of an  
43 investigatory meeting or grievance hearing that a second steward be present  
44 to be trained or to provide steward training This release will be approved  
45 without loss of pay or recorded work time subject to the operational needs of

1 the second steward's department. No overtime or compensatory time will be  
2 earned for participation and no steward shall attend as a second steward more  
3 than once.  
4

#### 5 42.4 Union Business Activities

6 a. Employees who intend to absent themselves from work for the purpose of  
7 attending and participating in Union business functions or programs, such as  
8 meetings, conventions, seminars, or other authorized meetings or to work for  
9 the Union on a temporary basis at the Union's request, may do so with  
10 supervisory approval. The Employee may use paid or unpaid time consistent  
11 with University policy, including compensatory time, holiday credit, personal  
12 holiday, accrued vacation time, or unpaid time off.  
13

14 b. The Union and/or the employee shall request leave from the Employee's  
15 immediate supervisor at least two (2) weeks prior to the planned absence.  
16

#### 17 42.5 Use of State Facilities, Resources, and Equipment

18 a. Meeting Space and Facilities. The Employer's campuses and facilities may be  
19 used by the Union to hold meetings subject to the University's policy and  
20 availability of the space. The Employer may provide private space for stewards  
21 and/or Union representatives to meet in confidence with those they represent  
22 on a space available basis. Staff representatives may reserve and utilize  
23 meeting rooms in accordance with University policy and procedure. Such  
24 requests will be subject to availability and all applicable fees.  
25

26 b. E-mail, Fax Machines, the Internet, and Intranets  
27 Union delegates, and members may utilize state owned/operated equipment  
28 to communicate with the Union and/or the Employer only for the exclusive  
29 purpose of administration of this Agreement. Such use will:  
30

- 31 1. Result in little or no cost to the Employer;
- 32 2. Be brief in duration and frequency;
- 33 3. Not interfere with the performance of their official duties;
- 34 4. Not distract from the conduct of state business;
- 35 5. Not disrupt other state employees and will not obligate other employees to  
36 make a personal use of state resources; and
- 37 6. Not compromise the security or integrity of state information or software.  
38

39  
40 The Union and its union delegates will not use the above referenced state equipment  
41 in a manner that is prohibited by the Executive Ethics Board. Communication that  
42 occurs when using state-owned equipment is the property of the Employer.  
43

44 c. Bulletin Boards and Distribution of Union Material. Upon request, space will  
45 be made available to the Union on bulletin boards in those areas where

1 bargaining unit employees work or frequent, for the posting of notices and  
2 information pertaining to official business of the Union. Materials posted on  
3 Union bulletin boards without the signature of a recognized Union officer or  
4 representative may be removed. If digital bulletin boards become available,  
5 upon request, the parties will meet to discuss possible access.

6 Employees shall have the right to distribute official Union information materials  
7 ~~during hours off work~~. Such distribution of official material shall not interfere  
8 with the work assignments of employees who are on duty. Further, such  
9 distribution activities must be held in locations which cause no interference with  
10 the ~~various departments~~ normal operations or with any employees who may  
11 not be involved or interested.

#### 12 13 42.6 Temporary Employment with the Union

14 With thirty (30) calendar days notice, unless agreed otherwise, employees may be  
15 granted leave without pay if the employee is elected or appointed to serve as an  
16 officer or staff member of a specified duration, not to exceed six (6) months,  
17 provided the employee's time off will not interfere with the operating needs of the  
18 Employer as determined by management. Upon request, the department may  
19 agree to an extension of leave without pay up to an additional six (6) months. The  
20 returning employee will be employed in a position in the same job classification, in  
21 the same layoff unit, and in the same geographical area, as determined by the  
22 Employer.

#### 23 24 43.7 Information Requests

25 A. Upon written request of the ~~Union staff representative or steward~~ to the Office  
26 of Labor Relations (laborrel@uw.edu), the Employer will provide relevant  
27 information necessary for conducting representational duties.

28  
29 B. The Employer will acknowledge receipt of the information request and will  
30 provide the union with a date by which the information is anticipated to be  
31 provided.

32  
33 C. When the Union submits a request for information that the Employer believes  
34 is unclear or unreasonable, the Employer will contact the Union ~~staff~~  
35 ~~representative~~ and the parties will discuss the relevance and necessity of the  
36 request. The costs associated with the request and the amount the Union may  
37 pay for receipt of the information may also be discussed.

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Tentatively Agreed To:	
For the Union:	For the Employer:
DocuSigned by: <i>Karen Hart</i> 20A528EF180F44A...	DocuSigned by: <i>Ashlee Hooten</i> A71188E27298445...
Date: 8/4/2020	Date: 8/5/2020

**ARTICLE 43 – JOINT UNION-MANAGEMENT COMMITTEE**

1  
2  
3 **43.1 Committee Purpose and Membership.**

4 A Joint Union-Management Committee is established to provide a forum for  
5 communications between the two (2) parties and to deal with matters of general  
6 Union/Employer concern. The committee's function will be limited to an advisory  
7 capacity and shall not include any decision-making or collective bargaining  
8 authority.

9  
10 ~~Committee membership for employees in the University-wide Nonsupervisory,~~  
11 ~~University-wide Supervisory, and Health Care Professional/Laboratory Technical~~  
12 ~~bargaining units shall consist of three (3) bargaining unit employees and a Union~~  
13 ~~staff representative and four (4) Employer representatives to include the Assistant~~  
14 ~~Vice President of Labor Relations or designee.~~

15  
16 ~~Committee membership for employees in the Research Technologist and~~  
17 ~~Research Technologist Supervisor bargaining units shall consist of two (2)~~  
18 ~~bargaining unit employees and a Union staff representative and three (3) Employer~~  
19 ~~representatives to include the Assistant Vice President of Labor Relations or~~  
20 ~~designee.~~

21  
22 Committee membership for employees in the IHME bargaining unit shall consist  
23 of three (3) representatives from the Union and three (3) representatives from the  
24 Employer. Additional employees may be granted release time from work to  
25 attend meetings or speak to specific topics.

26  
27  
28 The Employer will discuss with representatives of the Union significant changes  
29 affecting institutional conditions of employment generally affecting bargaining unit  
30 employees sufficiently in advance of the targeted implementation date of said  
31 changes so that reasonable alternative proposals can be adequately considered  
32 by the Joint Union-Management Committee. ~~Diversity, child care and tuition~~  
33 ~~exemption shall be considered appropriate subjects for the Joint Union-~~  
34 ~~Management Committee.~~

35  
36 ~~SEIU 925 and Labor Relations will use the joint labor-management process to~~  
37 ~~explore possible in-training opportunities for SEIU 925 members.~~

38  
39 ~~Market adjustments may be discussed at quarterly joint labor-management~~  
40 ~~meetings.~~

41  
42 **43.2 Meetings.** Committee meetings may be requested by an authorized representative  
43 of either party. Requests for a quarterly meeting shall be honored; however, once

1 convened, the committee may meet more or less frequently as mutually agreed  
2 between the parties.


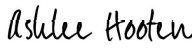
3  
4 At least one (1) weeks' notice shall be given to members of any agreed upon  
5 meeting and the agenda. Committee meetings shall normally be held during  
6 University business hours and at a mutually agreeable time and date. Employee  
7 members shall experience no loss in salary for meeting participation; ~~however,~~  
8 ~~meeting times are not construed as work time and no overtime shall be claimed or~~  
9 ~~paid for meetings attended outside the employee members' regular working hours.~~  
10 Time spent in meetings will be considered time worked by employees. Supervisors  
11 will make accommodation so that employees can attend joint union management  
12 committee meetings.

13  
14 **43.3 Limitations.**

15 Committee meeting topics shall be limited to subjects of group rather than  
16 individual concern, and the committee shall not discuss grievances properly  
17 processed under Article ~~XX6~~ of the Agreement. Further, it is not intended that this  
18 Article obligate in any way either party to negotiate on personnel matters covered  
19 in this Agreement or to alter, limit, restrict, or reduce prerogatives of either party  
20 otherwise provided in this Agreement.

21  
22 **Departmental-Team Labor Management.** In an effort to resolve workplace  
23 problems collaboratively and at the lowest level, staff are strongly encouraged to  
24 bring concerns about staffing and other working conditions to the attention of IHME  
25 HR their department(s). SEIU Local 925 can request that IHME HR and/or the  
26 Office of Labor Relations set up a Joint Labor Management meeting for the  
27 involved parties particular department. The Union can also place on the agenda of  
28 any IHME HR and/or Labor Management meeting issues of staffing and/or other  
29 working conditions in particular departments/teams/units.

30  
31 ~~Release time for the employees requesting to be at the meeting will be subject to~~  
32 ~~the operational needs of the department.~~  
33

Tentatively Agreed To:	
For the Union:	For the Employer:
DocuSigned by:  20A528EE180E44A...	DocuSigned by:  A71188E27298445
Date: 8/4/2020	Date: 8/5/2020

**ARTICLE XX – CLASSIFICATION AND RECLASSIFICATION**

**44.1.** The Employer will allocate positions on a “best fit” basis to the most appropriate classification at the University of Washington. Allocations shall be based on a position’s duties, responsibilities, or qualifications.

**44.2.** Reallocations shall be based on a permanent and substantive change in the duties, responsibilities, or qualifications of a position or application of the professional exemption criteria set forth in RCW 41.06.070(2).

**44.3.**

a. Should the Employer decide to create, eliminate or modify class specifications which does not involve a major restructure to the overall classification system, it will notify the Union in advance of implementing the action. Notification will include the bargaining unit status of the classification and, for a newly created or modified classification considered to be in the bargaining unit, a proposed salary. Notification will occur at least forty-five (45) days in advance of any proposed implementation date. ~~At the Union’s request the Employer will meet and confer with the Union over its proposed action. The Union may also demand to bargain over the salary.~~

~~a.b.~~ All new IHME non-supervisory class specifications will be considered included in the bargaining unit, unless exempted by law. UW HR will follow RCW 41.56.21 to determine whether a new IHME position is prohibited by law from being in the bargaining unit. If a new IHME non-supervisory position is not prohibited from being in the bargaining unit by RCW 41.56.21, it will be considered bargaining unit work. For work that is permitted to be in the bargaining unit, a new bargaining unit class specification may be created or the position may be assigned to an existing bargaining unit job class specification. The Union may bargain over the salary placement.

~~b.c.~~ Within thirty (30) calendar days following implementation of the Employer’s decision to create or combine classifications per ~~Article 44~~this article, or modify class specifications for bargaining unit positions, the Union may file an appeal with the Classification Review Hearing Officer selected under ~~Article 44.7~~this article of this contract, to determine if the salary assigned to the classification is appropriate.

**44.4.** The Union may, at any time, propose a new classification or edits to an existing classification with appropriate justification. These proposals will be reviewed by the UWHR Compensation Office which will accept, reject, or modify any proposal. The Union and the UWHR Compensation Office will meet and discuss the proposal within sixty (60) days. This review is not grievable.



39 **44.5.** The Employer agrees to notify the Union of any proposed reclassifications of  
40 occupied bargaining unit positions into non-bargaining unit positions at least thirty (30)  
41 days prior to implementation.

42 **44.6. Position Review Process:**

- 43 a. The Employer or employee representative may request that a position be  
44 reviewed when the requesting party believes that the basis of its request has  
45 become a permanent requirement of the position. Employees and employee  
46 representatives may not request that a position be reviewed more often than  
47 once every six (6) months.
- 48 b. The request must be complete and in writing on forms provided by the Employer.  
49 Requests may be submitted to IHME Human Resources.
- 50 c. The UWHR Compensation Office will investigate the position and issue a written  
51 response to the employee or employee representative within sixty (60) calendar  
52 days from receipt, by Human Resources, of the completed request. The  
53 response will include notification of the class and salary assigned when the  
54 position is reallocated, or notification of the reasons the position does not warrant  
55 reallocation when the request is not approved.
- 56 d. The effective date of allocations or reallocations initiated by the Employer shall  
57 be determined by the Employer. The effective date of a reallocation resulting  
58 from an employee representative request for position review will be established  
59 as the 1<sup>st</sup> or the 16<sup>th</sup> of the month which precedes the date that the completed  
60 request was filed with IHME Human Resources or the employee's direct  
61 supervisor or department, whichever date is earliest. The date of receipt must be  
62 appropriately documented.

63 **44.7. Position Review Appeal Process.** If the Union wishes to appeal the decision of  
64 the Employer, it may appeal to the Classification Review Hearing Officer within thirty  
65 (30) calendar days following the date of the Employer's written response.

66 **Hearing Officer.** The Hearing Officer shall be jointly selected by the parties within thirty  
67 (30) days of the execution of this contract and shall serve for a minimum of one (1) year  
68 from the date of selection. At that time the parties may choose to re-appoint the Hearing  
69 Officer or select a different Hearing Officer who will also serve for a minimum of one (1)  
70 year from date of selection.

71 **Hearings.** The Hearing Officer shall hold hearings on a quarterly basis unless there are  
72 no appeals to hear or the parties agree to pend any open appeals. All materials  
73 considered in the position review shall be submitted to the Hearing Officer prior to the  
74 hearing and neither party will submit evidence at the hearing that was not submitted  
75 during the position review. The Hearing Officer shall endeavor to hold multiple hearings  
76 each day, and shall issue a concise decision which shall be final and binding. The  
77 Hearing Officer shall have no authority to alter the terms and conditions of this contract.  
78 Employees may be represented at the hearing and will be released from work with no

79 loss of pay to attend the hearing. The Hearing Officer's fees and expenses shall be  
80 shared equally by the parties.

81 Tentatively Agreed To:

82 For the Union:

83 DocuSigned by:

84 *Karen Hart*

20A526EF180F44A...

85 Date: 9/30/2020

For the Employer:

DocuSigned by:

*Asilee Hooten*

A71188E27298445...

Date: 9/30/2020

86

## ARTICLE XX – COMPENSATION, WAGES AND OTHER PAY PROVISIONS

### X.1. General Provisions.

The IHME-SEIU 925 classifications with their respective market ranges and grades are hereby incorporated into this contract as Appendix 1. The IHME-SEIU 925 class specifications for these jobs are considered in effect upon the execution of this contract.

No employee may be hired below the Minimum IHME Grade.

### X.2. Salary Setting Upon Promotion or Reclassification to a Job Class with a Higher Market Range

Upon promotion or reclassification from one IHME-SEIU 925 position to another IHME-SEIU 925 position with a higher market range maximum, the affected employee shall receive a salary no less than the minimum of the new job class and no higher than the maximum. The salary will be no higher than the market range maximum of the new job class, unless IHME HR requests a salary higher than the market range maximum and UW HR Compensation approves this request. The affected employee shall receive at least a five-seven percent (57%) salary increase

### X.3. Salary Setting Upon Lateral Movement

Movement to a different IHME SEIU 925 position in the same compensation grade by transfer, reclassification or through a recruitment process does not require or preclude a salary adjustment. In no case, will the employee's salary be lower.

### X.4. Salary Setting Upon Voluntary Movement or Reclassification to a Job Class with a Lower Market Range

An employee who voluntarily moves into a position or is reclassified to an IHME-SEIU 925 job class with a lower market range shall be paid a salary no less than the market range minimum of the new job class and no higher than the market range maximum of the new job class, unless IHME HR requests a salary higher than the market range maximum and UW HR Compensation approves this request. The Employer will consider equity and years of service at IHME in salary placement. If applicable, in the event of a reclassification to a lower market range, no employees will receive a lower salary than they had previously held in that range.

### X.5. Pay Increases

A. **In-grade Salary Adjustments.** The Employer, at its discretion, may approve additional in-grade salary increases for any employee in the bargaining unit at any time, for reasons of retention, market competitiveness, internal equity, job growth, or increased functioning.

B. **Pay Over Market Maximum.** The Employer may provide compensation to individual employees at rates above the ~~market range~~ maximum for their job class upon

39 request by IHME HR staff and approval by the HR Compensation Office.

40

41 **C. Increases for entire job classes for recruitment/retention.** The Employer may  
42 increase the salary of IHME-SEIU 925 job classes that are experiencing  
43 recruitment/retention problems, upon thirty (30) days' notice to the union and the  
44 opportunity for the union to bargain.

#### 45 **X.6 Pay for Teaching**

46 A. Teaching in the regular University curriculum should normally be included in an  
47 employee's regular work schedule.

48 B. The School of Medicine Dean's Office or designee may approve payment for  
49 teaching when:

- 50 • The request to teach is an exceptional circumstance;
- 51 • The request is not expected to be repeated;
- 52 • The teaching is clearly in addition to regular University duties; and
- 53 • The activities cannot be accommodated by release time.

54 Teaching in for-credit courses requires Academic Human Resources approval.

55 **C Payment Methods for Teaching.** Payment for teaching may be provided either by

56 1. Excess Compensation, which is a one-time, lump sum payment; or

57 2. Period Activity Pay, which is a series of equal installments paid through the  
58 quarter during which the teaching occurs.

59 **D. Required Approvals.** All requests for period activity pay must be approved by the  
60 School of Medicine Dean's Office or designee and the HR Compensation Office.

#### 61 **X.7 Excess Compensation for Exceptional Circumstances**

62 Employees are expected to devote their efforts to the work of their position during their  
63 regular work schedule, and all University-related work should be included as part of an  
64 employee's normal duties. Under exceptional circumstances overtime exempt positions  
65 may qualify for "excess compensation" or "additional compensation" as determined by  
66 the Employer. Excess compensation to employees for all University work that is not part  
67 of the position's regular duties may not exceed 25% of the employee's regular annual  
68 salary.

69

70 All requests for excess compensation must be approved by the School of Medicine  
71 Dean's Office or designee. The HR Compensation office monitors the use of excess  
72 compensation. Units use Workday to process excess compensation payments.

73

74 X,89 Temporary Pay Increase (TPI)

75 An employee who for ten (10) or more working days is temporarily assumes assigned  
76 additional duties at the same level or who assumes is assigned additional higher-level  
77 responsibilities may receive a temporary pay increase of at least five (5%) percent over  
78 their current salary. A Temporary Pay Increase (TPI) requires advance approval of  
79 School of Medicine. The pay increase will be retroactive to the first day of working the  
80 additional duties. Alternatively, the employee can choose to stop assuming those  
81 duties, and their TPI will stop.

82  
83 X.9 IHME Salary Survey (Moved to MOU)

84 By July 1, 2021, the Employer will conduct a salary survey of IHME Union represented  
85 classifications. Upon completion of the salary survey, the Employer will provide the  
86 Union with a copy of the results and schedule a meeting to discuss.

87  
88 XX.10 Salary Scale Placement

89 New Employees shall be placed on the wage scale in such a way that, equity, diversity,  
90 and years of experience are taken into consideration.

91

92 Tentatively Agreed To:

93 For the Union:

94 DocuSigned by:  
95 *Karen Hart*  
96 20A628EF180F44A...

Date: 10/28/2020

For the Employer:

DocuSigned by:  
*Asilee Hooten*  
A71188E27298445...

Date: 10/28/2020

97

**ARTICLE XX – HEALTH CARE BENEFITS AMOUNTS**

46.1

- A. For the 2021-2023 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected medical premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). The projected medical premium is the weighted average across all plans, across all tiers.
- B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances.
  - 1. In ways to support value-based benefits designs; and
  - 2. To comply with or manage the impacts of federal mandates.

Value-based benefits designs will:

  - 1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
  - 2. Use clinical evidence; and
  - 3. Be the decision of the PEBB Board.
- C. Article 46.1 (B) will expire June 30, 2023.

46.2

- A. The Employer will pay the entire premium costs for each bargaining unit employee for dental, basic life, and any offered basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.
- B. If the PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.

46.3 Wellness

- A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment

1 survey. Employees will be granted work time and may use a state  
2 computer to complete the survey.

- 3  
4 B. The Coalition of Unions agrees to partner with the Employer to educate  
5 their members on the wellness program and encourage participation.  
6 Eligible, enrolled subscribers shall have the option to earn an annual one  
7 hundred twenty-five dollars (\$125.00) or more wellness incentive in the  
8 form of reduction in deductible or deposit into the Health Savings Account  
9 upon successful completion of required Smart Health Program activities.  
10 During the term of this Agreement, the Steering Committee created by  
11 Executive Order 13-06 shall make recommendations to the PEBB  
12 regarding changes to the wellness incentive or the elements of the Smart  
13 Health Program.

14  
15 46.4 The PEB Program shall provide information on the Employer sponsored  
16 Insurance Premium Payment Program on its website and in an open enrollment  
17 publication annually.

18  
19 46.5 Medical Flexible Spending Arrangement

- 20  
21 A. During January 2022 and again in January 2023, the Employer will make  
22 available two hundred fifty dollars (\$250) in a medical flexible spending  
23 arrangement (FSA) account for each bargaining unit member represented  
24 by a Union in the Coalition described in RCW 41.80.020(3), who meets  
25 the criteria in Subsection 46.5(B) below.  
26  
27 B. In accordance with IRS regulations and guidance, the Employer FSA  
28 funds will be made available for a Coalition bargaining unit employee who:  
29  
30 1. Is occupying a position that has an annual full-time equivalent base salary  
31 of fifty thousand four dollars (\$50,004) or less on November 1 of the year  
32 prior to the year the Employer FSA funds are being made available; and  
33  
34 2. Meets PEBB program eligibility requirements to receive the employer  
35 contribution for PEBB medical benefits on January 1 of the plan year in  
36 which the Employer FSA funds are made available, is not enrolled in a  
37 high-deductible health plan, and does not waive enrollment in a PEBB  
38 medical plan except to be covered as a dependent on another PEBB non-  
39 high deductible health plan.  
40  
41 3. Hourly employees' annual base salary shall be the base hourly rate  
42 multiplied by two thousand eighty-eight (2088).  
43  
44 4. Base salary excludes overtime, shift differential and all other premiums or  
45 payments.

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- C. A medical FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for Employer FSA funds may decline this benefit but cannot receive cash in lieu of this benefit.
- D. The provisions of the State’s salary reduction plan will apply. In the event that a federal tax that takes into account contributions to a FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.
- E. Eligible employees will be provided information regarding the benefit and use of the FSA funds at new employee orientation, during open enrollment periods, and at the beginning of each plan year. The PEB Health Care Benefits Labor Coalition and Health Care Authority committee will confer on methods of ensuring eligible employees understand and are able to access information regarding the FSA benefit, including exploring ways for employees to access information in preferred languages.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Karen Hart</i> 20A528EF180E44A...</p> <p>Date: 9/23/2020</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Asilee Hooten</i> A71488E27298445...</p> <p>Date: 9/23/2020</p>
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**ARTICLE XX – CONTRACTING**

~~Contracting Out.~~

The University will not contract out work which results in the layoff or reduced FTE status of bargaining unit employees, ~~who are employed prior to the time of the execution or renewal of the contract. The University will provide the Union thirty (30) calendar days' notice prior to the implementation of any contract allowed under this Article.~~

The University shall, upon request, meet and bargain with the Union over the effects of contracting on the bargaining unit. Contracting is also an appropriate agenda item for Joint Union Management Committee meetings.

Tentatively Agreed To:

For the Union:

DocuSigned by:  
*Karen Hart*  
20A528EF180F44A...

Date: 10/28/2020

For the Employer:

DocuSigned by:  
*Ashlee Hooten*  
A71188E27298445...

Date: 10/28/2020

**ARTICLE XX – SALARY OVERPAYMENT RECOVERY**

**Salary Overpayment Recovery**

- A. When an Employer has determined that an employee has been overpaid wages, the Employer may recoup the overpayment. The Employer will provide written notice to the employee that will include the following items:
  - 1. The amount of the overpayment,
  - 2. The basis for the claim,
  - 3. A demand for payment, and
  - 4. The rights of the employee under the terms of this Agreement.

Employees may request a meeting with the Employer and an interpreter to have the overpayment notification explained.

**B. Method of Payback**

- 1. The employee must choose one (1) of the following options for paying back the overpayment:
  - a. Voluntary wage deduction,
  - b. Cash, or
  - c. Check (separated employee).
  - d. Vacation (if under 240 hours only) or Compensatory time balances
- 2. The employee may propose a payment schedule to repay the overpayment to the Employer. If the employee's proposal is accepted by the Employer, the deductions shall continue until the overpayment is fully recouped. Nothing in the section prevents the Employer and employee from agreeing to a different overpayment amount than specified in the overpayment notice or to a method other than a deduction from wages for repayment of the overpayment amount.
- 3. If the employee fails to choose one (1) of the four (4) options described above, within twenty (20) days of written notice of overpayment, the Employer will deduct the overpayment owed from the employee's wages or the amount due may be placed with a collection agency. This overpayment recovery will not be more than five percent (5%) of the employee's disposable earnings in a pay period. Disposable earnings will be calculated in accordance with the Attorney General of Washington's guidelines for Wage Assignments.
- 4. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.

C. Neither A nor B above are required for employee reported overpayments and/or employee corrected time including leave submittal corrections. All

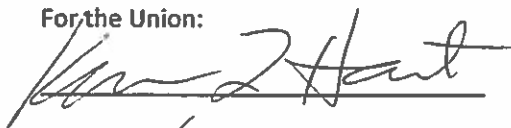
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employee initiated overpayment corrections may be collected from the next available pay check.

E. Appeal Rights: Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 6 of this Agreement. The Employer will suspend attempts to collect an alleged overpayment until the grievance process has concluded.

Tentatively Agreed To:

For the Union:



Date: 6/24/2020

For the Employer:



Date: 06/17/20

**ARTICLE 49 – PRIVACY**

49.1 Personnel, medical records, and other employment related files containing personal employee information, will be kept confidential in accordance with state and federal law and University policy.

49.2 Labor Relations will notify the Union of public records requests for information received by the UW Office of Public Records that directly concern and encompass SEIU 925’s members. Notification will be provided in order to allow for a ten (10) day protest period.

~~The Employer will make a reasonable attempt to notify affected current employees when a public disclosure request, in which they are named, is received for information from their personnel file. The Employer will copy the Union on the notification to the employee. This notification does not apply to any public disclosure request from the employee, a request from the Union, one that includes a release signed by the employee, or a request for information otherwise available to the public.~~

Tentatively Agreed To:

For the Union:

DocuSigned by:  
*Karen Hart*  
20A528EF180F44A...

Date: 8/4/2020

For the Employer:

DocuSigned by:  
*Ashelee Hooten*  
A71188E27298445...

Date: 8/4/2020

**ARTICLE 52 – PERSONAL SERVICES**

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The University agrees it is inappropriate and contrary to University policy to assign any employee coffee making, related food service duties, or other tasks of a personal nature. The exception is when such an activity is based on a bona fide departmental requirement.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Karen Hart</i> 20A526EF180F44A...</p> <p>Date: 9/30/2020</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Asilee Hooten</i> A71188E27298445...</p> <p>Date: 9/30/2020</p>
---	---

1           **ARTICLE XX – SUBORDINATION OF AGREEMENT AND SAVINGS CLAUSE**

2  
3   Should any part of this Agreement or any provision contained herein be determined by a  
4   body of competent jurisdiction to be unlawful or invalid the remainder of the Agreement  
5   shall remain in full force and effect. Upon request from either party, the Union and  
6   Employer negotiating committee shall commence negotiations within thirty (30) days for  
7   the purpose of coming to agreement on a substitute provision for that which was declared  
8   unlawful or invalid.

9   Nothing in this Agreement shall be construed to limit or reduce the rights and privileges  
10  of the parties except where specifically modified herein.

11 Tentatively Agreed To:

12  
13   For the Union:

14   

15   Date: 5/1/2020

13   For the Employer:

14   

15   Date: 4/30/20

18

**ARTICLE 55 – CONTRACT DISTRIBUTION**

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55.1 Contract Distribution

Prior to posting on the Labor Relations website, the University will submit to the Union the electronic version of the collective bargaining agreement between the University of Washington and the SEIU Local 925.

55.2 Distribution.

- (a) The Employer shall allow the Union to distribute paper copies through campus mail as needed.
- (b) The Employer will provide all current and new employees with a link to the new Agreement.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Karen Hart</i> 20A528EF180F44A...</p> <p>Date: 9/30/2020</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Ashelee Hooten</i> A71188E27298445...</p> <p>Date: 9/30/2020</p>
---	--

1 **ARTICLE 56 – UNION MEMBERSHIP, DUES DEDUCTION, AND STATUS REPORTS**  
2  
3

4 56.1 Dues Deduction.

5 Upon authorization by an individual employee to the Union, the Employer shall  
6 provide for the semi-monthly payroll deductions of union dues which are uniformly  
7 applied to all members in those bargaining units in which the Union is the exclusive  
8 bargaining agent.  
9

10 A. The Union shall transmit to the Employer via a web based electronic reporting  
11 system, by the cut-off date for each payroll period, the name and Employee  
12 ID number of employees who have, since the previous payroll cut-off date,  
13 provided authorization for deduction of dues, COPE, or have changed their  
14 authorization for deduction. The Employer will provide instructions and templates  
15 for the web based electronic reporting system and provide a calendar of required  
16 payroll cut-off dates.  
17  
18

19 56.2 Indemnification.

20 The Union and each employee authorizing the assignment of wages for the  
21 payment of Union dues hereby undertakes to indemnify and hold the University  
22 harmless from all claims, demands, suits or other forms of liability that may arise  
23 against the University for or on account of any deductions made from the wages  
24 of such employees or for any action taken in compliance with this Article.  
25

26 56.3 Remittance of Dues.

27 The Employer shall electronically transmit to the Union on the first bank working  
28 day after each payday all dues deducted for that pay period in those bargaining  
29 units for which the Union is the exclusive bargaining representative.  
30

31 56.4 Revocation

32 An employee may revoke their authorization for payroll deduction of payments to  
33 the Union by written notice to the Union in accordance with the terms and  
34 conditions of their signed membership card. Every effort will be made to end the  
35 deduction effective on the first payroll, and not later than the second payroll, after  
36 receipt by the Employer of confirmation from the Union that the terms of the  
37 employee's signed membership card regarding dues deduction revocation have  
38 been met.  
39

40 56.5 Listing of Employees.

41 a. Authorized Use - All Reports

42 The information contained in the requested reports would be provided to each  
43 Union for the sole and exclusive purpose of enabling the Union to fulfill their



1 representational responsibilities as the collective bargaining representative for  
2 the UW employees about whom the information is requested. No personally  
3 identifiable data will be published or shared by any Union, except among those  
4 within each Union with a need-to-know for the purpose of enabling the Union  
5 to fulfill its representational responsibilities as the collective bargaining  
6 representative for the University employees about whom the data or  
7 information is requested.

8  
9 Information provided pursuant to this Section will be maintained by the Union  
10 in confidence according to the law. The Union will indemnify the Employer for  
11 any violations of employee privacy committed by the Union pursuant to this  
12 Section..

13  
14  
15 **Each pay period UW shall provide the following four reports electronically in**  
16 **EXCEL format**

17 **A. Total Compensation and deductions**

- 18 Name
- 19 Home Address
- 20 Home phone
- 21 Cell phone
- 22 Work phone
- 23 Work location (building)
- 24 Work location (address)
- 25 Work station or office (suite and/or number)
- 26 Employee ID number
- 27 Personal Email
- 28 UW email
- 29 UW mailbox
- 30 Employment status
- 31 Employment status effective date
- 32 Job classification
- 33 Department
- 34 Pay grade
- 35 Pay step
- 36 Pay rate salary
- 37 Hourly rate
- 38 Supervisor
- 39 Supervisor email
- 40 Race
- 41 Gender
- 42 DOB
- 43 Date of hire
- 44 Job title
- 45 Job class code

- 1 Shift
- 2 Deduction amount dues
- 3 Deduction amount other
- 4 Deduction amount cope
- 5 Total wages for the pay period
- 6 Total base pay for pay period
- 7 Total overtime pay for pay period
- 8 Total overtime hours per pay period
- 9 Total hours worked in the pay period
- 10 Days in the pay period
- 11 Total hours for each class/type of differential and or/ premium pay for the pay
- 12 period
- 13 Total wages for each class/type of differential and or/ premium pay for the pay
- 14 period
- 15 Total wages year to date.
- 16 Pension plan enrollment (which plan)
- 17 Position number
- 18 Medical plan enrollment (which plan)
- 19 Bargaining Unit
- 20 Total FTE
- 21 Anniversary date (step date)
- 22 Employment status (regular fulltime, regular part time, hourly, fixed duration part
- 23 time, fixed duration full time)
- 24
- 25

26 **B. All appointment list**

- 27 All information above with wages and codes organized by appointment including:
- 28 a. Id by each worker.
  - 29 b. Appointment budget number(s)
  - 30 c. Beginning date
  - 31 d. End date
  - 32 e. Department and /or hiring unit
  - 33 f. College/Org name
  - 34 g. Job Classification
  - 35 h. Job Classification Code
  - 36 i. Full time salary or hourly rate
  - 37 j. Appointment/FTE Percentage
  - 38 k. Appointment status
  - 39 l. Appointment term
  - 40 m. Distribution line information.
  - 41 n. Position number
  - 42 o. Earnings in last pay cycle
  - 43 p. Hours worked in last pay cycle
  - 44 q. FTE in last pay cycle
  - 45

1 **C. Change Report**

2 Name,  
3 Job classification,  
4 Job classification code,  
5 Department,  
6 Employee id,  
7 Original hire date,  
8 Status change date,  
9 Termination/separation date if any,  
10 Reason for status change, nature of status change,  
11 Reason for termination/separation  
12 LOA effective date,  
13 Nature of LOA  
14 New hire date  
15 New Hire  
16

17 **D. Vacancy Report**

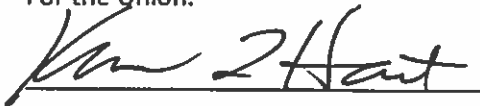
18 Position Number,  
19 Job Classification  
20 Date of vacancy  
21 Elimination date of vacancy  
22 Reason for elimination (filled, deleted, transferred to a different  
23 classification/status)  
24

25 **56.6 Privacy Rights of Union Members**

26 In recognition of the privacy interests of all persons covered under this Agreement,  
27 the Employer will not disclose any personally identifiable wage or deduction  
28 information, or membership status, concerning persons covered by this Agreement  
29 to any members of the public or to nongovernmental organizations except to the  
30 extent required by law, including the Public Disclosure Act and the Freedom of  
31 Information Act.  
32

33 Tentatively Agreed To:

34  
35 For the Union:

36 

37  
38  
39 Date: 5/6/2020

For the Employer:



Date: 05/06/20

**ARTICLE 57 – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

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The Employer through its designated management personnel or agents has the right and responsibility, except as expressly modified by this Agreement, to control, change, and supervise all operations and to direct and assign work to all working forces. Such rights and responsibilities shall include by way of illustration but shall not be limited to: the selection and hiring, training, discipline and discharge, classification, reclassification, layoff, promotion and demotion or transfer of employees; the establishment of work schedules; the allocation of all financial and other resources; the control and regulation of the use of all equipment and other property of the Employer. The Employer shall determine the methods, technological means and qualifications of personnel by and for which operations are to be carried out. The Employer shall take whatever action as may be necessary to carry out its rights in any emergency situation.

Application of this Article shall not preclude the use of the grievance procedure as established in this Agreement.

Tentatively Agreed To:	
<p>For the Union:</p> <p>DocuSigned by: <i>Karen Hart</i></p> <hr/> <p>20A528EF180E44A Date: 9/30/2020</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Asulee Hooten</i></p> <hr/> <p>A71188E27296145... Date: 9/30/2020</p>

**ARTICLE XX – DURATION**

1  
2

3 This Agreement shall become effective upon ratification and remain in force through  
4 ~~XXXX~~December 31, 2023; provided that if this Agreement expires while negotiations  
5 between the parties are underway for a successor Agreement, the terms and conditions  
6 of this Agreement will remain in effect for a period not to exceed one (1) year from the  
7 expiration date.

8 Either party may request negotiation of a successor Agreement by notifying the other  
9 party in writing no sooner than ~~XXXX~~July 1, 2023, and no later than ~~XXXX~~July 31, 2023,  
10 to negotiate a new Agreement. Should such notice be served, bargaining shall  
11 commence at a time agreed upon by the parties.

12 Articles, MOUs, and Side Letters with specific effective or implementation dates shall be  
13 effective accordingly. Additionally, Appendix I Job Classification and Article XX Union  
14 Membership, Dues Deduction, and Status Reports will be effective January 1, 2021.

15

16 Tentatively Agreed To:

17 For the Union:

For the Employer:

18 DocuSigned by:

*Karen Hart*

DocuSigned by:

*Ashlee Hooten*

19 29A528EF480F44A...

A71188E27298445...

20 Date: 10/28/2020

Date: 10/29/2020

21

1                   **ARTICLE XX – REPRESENTED LIMITED TERM HOURLY EMPLOYEES**

2  
3                   Only the following language in this Article applies to the Represented Limited Term  
4                   Hourly Employees and shall constitute the whole agreement between the Union and the  
5                   University regarding these employees.

6  
7                   **XX.1 DEFINITION**

8  
9                   The term Represented Limited Term Hourly Employee shall mean an hourly paid  
10                  employee doing bargaining unit work on an hourly basis for less than 20 hours per week  
11                  for a term no longer than six (6) months. This is an hourly position and has no FTE  
12                  percentage. Represented Limited Term Hourly positions may be extended upon request  
13                  by IHME Human Resources and approval by HR Compensation.

14  
15                  **XX.2 HOURS OF WORK AND OVERTIME**

16  
17                  Hours of work for Represented Limited Term Hourly Employees shall be established by  
18                  the employing official. Work hours assigned in excess of forty (40) hours in a seven (7)  
19                  day work week constitutes overtime. Overtime hours will be compensated at a rate of  
20                  one-and-one-half (1-1/2) times the employee's straight time hourly rate.

21  
22                  **XX.3 PROBATIONARY PERIOD**

23  
24                  Represented Limited Term Hourly Employees are subject to all terms of the Agreement  
25                  at such time as a Represented Limited Term Hourly Employee is appointed to a monthly  
26                  paid bargaining unit position. This includes the requirement to serve a probationary  
27                  period.

28  
29                  A Represented Limited Term Hourly Employee who is hired into the same job without a  
30                  break in service, in the same unit through open recruitment will have their Limited Term  
31                  hours of service apply toward their probationary period for that position up to a maximum  
32                  of three (3) months of the six (6) month probationary period.

33  
34                  **XX.4 COMPENSATION**

35  
36                  The Salary schedules for Represented Limited Term Hourly Employees shall be  
37                  incorporated into this Agreement as Appendix XX.

38  
39                  The hourly rate for a Represented Limited Term Hourly Employee under this Appendix  
40                  will not be below the market range minimum for the title that best fits the work.

41  
42  
43                  **XX.5 HOLIDAY PREMIUM**

44

1 If an employee works one of the following holidays, they will receive time and one half  
2 for all hours worked on that holiday: New Year’s Day, Martin Luther King Jr. Day,  
3 President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day,  
4 Thanksgiving, Native American Heritage Day, and Christmas.  
5

6 **XX. 6 SICK LEAVE**  
7

- 8 A. Employees will accrue one (1) hour of sick leave for every forty (40) hours
- 9 worked (0.025 per hour).
- 10 B. Sick leave accrues at the end of the month and is available for use the following
- 11 month.
- 12 C. Accrued sick leave may be used
  - 13 a. in accordance with Article XX
  - 14 b. for the suspension of operations when the employee’s workplace has
  - 15 been closed by a public health official for any health related reason; and
  - 16 c. when the employee’s child’s school or day care has been closed by a
  - 17 public health official for any health related reason.
- 18 D. Carryover and Separation: Employees may only carryover a maximum of forty
- 19 (40) hours of accrued sick leave each calendar year. Accrued sick leave is not
- 20 paid at separation.  
21  
22

23 Tentatively Agreed To:

<p>24 For the Union:</p> <p>25</p> <p>26 DocuSigned by:</p> <p>27 <i>Karen Hart</i></p> <p>28 <small>20A528EF180F44A...</small></p> <p>29</p> <p>30 Date: 9/30/2020</p>	<p>For the Employer:</p> <p>DocuSigned by:</p> <p><i>Ashlee Hooten</i></p> <p><small>A71188E27298445...</small></p> <p>Date: 9/30/2020</p>
---	--

1  
2**APPENDIX I – JOB CLASSIFICATIONS**

Proposed New Job Code	Grade	Proposed New Job Profile Title	IHME Working Title	Minimum	Maximum
11823	8	IHME Research Scientist I (E S 8)	Evaluation Specialist	\$80,000	\$127,500
			Research Analyst	\$80,000	
			Researcher	\$80,000	
11824	9	IHME Research Scientist II (E S 9)	Evaluation Scientist	\$95,000	\$158,004
			Research Scientist	\$95,000	
11826	7	IHME Data Library Curator I (E S 7)	Data Library Curator	\$65,004	\$109,212
11827	8	IHME Data Library Curator II (E S 8)	Data Library Curator II	\$7075,000	\$127,500
11828	7	IHME Data Services Specialist I (E S 7)	Data Services Specialist	\$65,004	\$109,212
11829	8	IHME Data Services Specialist II (E S 8)	Data Services Specialist II	\$7075,000	\$127,500
			Senior Data Publisher	\$7075,000	
11830	7	IHME Data Analyst (E S 7)	Data Analyst	\$67,608	\$111,276
			Data Analyst, Engagement	\$67,608	
			Data Analyst, Evaluations	\$67,608	
			Data Analyst, Publications	\$67,608	
			GIS Analyst	\$67,608	
11831	8	IHME Data Specialist (E S 8)	Data Specialist	\$80,000	\$130,584
			GIS Specialist	\$80,000	
11832	7	IHME Data Extraction Analyst (E S 7)	Data Extraction Analyst	\$67,608	\$111,276
11833	8	IHME Data Extraction Specialist (E S 8)	Data Extraction Specialist	\$80,000	\$130,584
11837	7	IHME Proposal Development Coordinator (E S 7)	Proposal Development Coordinator	\$65,004	\$111,276



Proposed New Job Code	Grade	Proposed New Job Profile Title	IHME Working Title	Minimum	Maximum
			Research Coordinator	\$65,004	
			Technical Project Coordinator	\$65,004	
11838	8	IHME Proposal Development Officer (E S 8)	Proposal Development Officer	\$80,000	\$130,296
19826	6	IHME Editorial Assistant (NE S 6)	Editorial Assistant	\$55,008	\$72,180
11857	7	IHME Editorial Coordinator (E S 7)	Editorial Coordinator	\$65,004	\$82,608
11840	8	IHME Scientific Editor I (E S 8)	Publications Officer	\$80,000	\$93,180
			Scientific Editor	\$80,000	
11841	9	IHME Scientific Editor II (E S 9)	Senior Scientific Editor	\$95,000	\$110,928
			Scientific Writer	\$95,000	
11842	10	IHME Scientific Editor III (E S 10)	Senior Scientific Writer	\$105,000	\$174,180
11843	8	IHME Engineer I (E S 8)	Associate Database Administrator	\$80,000	\$113,724
			Associate Database Developer	\$80,000	
			Associate Full Stack Developer	\$80,000	
			Internal Tools Developer	\$80,000	
			Research Engineer	\$80,000	
			Software Developer	\$80,000	
			System Administrator	\$80,000	
11844	9	IHME Engineer II (E S 9)	Senior System Administrator	\$115,200	\$127,8125 0,000
			Software Developer II	\$115,200	

Proposed New Job Code	Grade	Proposed New Job Profile Title	IHME Working Title	Minimum	Maximum
			Full Stack Web Developer	\$115,200	
			Software Engineer	\$115,200	
11845	10	IHME Engineer III (E S 10)	HPC DevOps Engineer	\$125,000	\$140,7487 0,004
			Software Developer III	\$125,000	
			Software Engineer II	\$125,000	
			Software Engineer III	\$135,000	
			Systems and Database Engineer	\$125,000	
			Software Architect	\$125,000	
11846	9	IHME Database Administrator/Developer I (E S 9)	Database Administrator	\$115,200	\$126,1685 0,000
			Database Developer	\$115,200	
11847	10	IHME Database Administrator/Developer II (E S 10)	Database Developer II	\$125,000	\$144,4567 0,004
			Database Administrator II	\$125,000	
11848	7	IHME Education and Training Coordinator (E S 7)	Education & Training Coordinator	\$65,004	\$84,588
11849	8	IHME Education and Training Specialist (E S 8)	Instructional Designer	\$80,000	\$97,344
			Learning and Training Officer	\$80,000	
11851	6	IHME Information Specialist I (NE S 6)	Digital Communications Specialist	\$55,008	\$73,176
			Engagement Coordinator	\$55,008	
11852	7	IHME Information Specialist II (E S 7)	Engagement Specialist	\$65,004	\$83,436
11853	8	IHME Information Specialist III (E S 8)	Communications Officer	\$7075,00 0	\$94,056

Proposed New Job Code	Grade	Proposed New Job Profile Title	IHME Working Title	Minimum	Maximum
			Digital Marketing Officer	\$7075,000	
11834XXX XX	8	IHME Engagement Officer (E S 8)	Engagement Officer	\$75,000	\$94,056
11858	7	IHME Graphic Designer I (E S 7)	Graphic Designer	\$65,004	\$83,100
11859	8	IHME Graphic Designer II (E S 8)	Senior Graphic Designer	\$80,000	\$94,272
11856	X	IHME Limited Term Appointment (Hourly)	IHME LTA Hourly	*	*

Note 1: Increases proposed here for Data Analyst and Data Extraction Analyst replace current increase structure outlined in appointment letters.

\*Job 11856 positions hourly rates must be at least at the hourly equivalent of the comparable IHME-925 salaried job, and not to exceed the hourly equivalent of the comparable IHME-925 salaried job.

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6

Tentatively Agreed To:	
For the Union:	For the Employer:
DocuSigned by: <i>Karen Hart</i> 20A528EF180F44A...	DocuSigned by: <i>Asilee Hooten</i> A71188E27296445...
Date: 10/28/2020	Date: 10/29/2020

1 **MEMORANDUM OF UNDERSTANDING**  
2 **BETWEEN**  
3 **THE UNIVERSITY OF WASHINGTON (UW – IHME)**  
4 **AND**  
5 **SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925 (SEIU 925)**  
6  
7

8 **MOU – IMPLEMENTATION OF APPENDIX I JOB CLASSIFICATIONS**  
9

- 10 A. Appendix I Job Classifications will be effective January 1, 2021.  
11  
12 B. As a result of implementing Appendix I, employees who do not receive a salary  
13 increase of at least three percent (3%) will receive an in-grade increase bringing  
14 their total increase up to three percent (3%) effective January 1, 2021.  
15

16 Tentatively Agreed To:

17 For the Union:

For the Employer:

18 DocuSigned by:

*Karen Hart*

20A528EF488F44A...

18 DocuSigned by:

*Asilee Hooten*

A71188E27298445...

19  
20 Date: 10/28/2020

19  
20 Date: 10/29/2020

21

22

**Memorandum of Understanding**  
**Between**  
**The University of Washington (UW – IHME)**  
**And**  
**Service Employees International Union Local 925 (SEIU 925)**

**Diversity, Equity, and Inclusion MOU**

A. UW-IHME is committed to Diversity, Equity, and Inclusion (DEI), and acknowledges the value of a diverse workforce. UW-IHME will promote initiatives dedicated to DEI. Employees of all employment types (faculty, professional, classified, contract, etc) will be able to contribute ideas and, where appropriate, participate in planning and executing activities intended to promote DEI. Any time spent contributing to such activities formally will be considered work time. Among other initiatives, UW-IHME will solicit feedback on UW-IHME systems and policies with the goal of making UW-IHME a more inclusive environment. The Union and IHME are committed to a diverse workforce. Therefore, the parties will work to expand support the existing Diversity, Equity, and Inclusion (DEI) Committee or any future replacement (henceforth referred to as the DEI committee) to and discuss methods of recruiting and retaining a diverse staff, and of encouraging career development of staff who belong to underrepresented groups. The parties will also discuss and develop ways of building an inclusive and accommodating climate at IHME, and how to improve in cases when staff perceive disparate treatment (for example, as a result of native language/dialect or parental status).

B. DEI Committee Work

- ~~○ IHME will continue to support the DEI committee, and will continue to learn from and engage with its members to best inform policies developed by the DEI working group.~~
- ~~○ For all committee member employees covered by this contract, time spent contributing to the DEI initiatives will be counted as time worked. Committee members Employees engaged in DEI initiatives at IHME should regularly communicate to their supervisors about their obligations on the committee regularly to adjust workload as needed. When determining an overtime-exempt employee's eligibility for compensation time as detailed in (XX.x), or a non-exempt employee's hours worked for overtime pay (XX.x), hours spent working on DEI committee work initiatives will be counted. Activities that count towards this include, but are not limited to, attending committee meetings, conducting research or development of ing draft proposals for the DEI working group, and attending town halls.~~
- ~~○ Employees covered by this contract will not be denied a chance to join the DEI committee, or to participate in contributing to DEI work initiatives because of concerns about workload or timelines. The employee's supervisor, team leads, and management will work to ensure that an employee can fully participate in the work of the Committee contribute to DEI initiatives.~~

~~○ DEI Steward: The Union will appoint up to three (3) DEI stewards, using a process that solicits nominations and feedback from members, especially those involved with the DEI Committee. These stewards will be union members who are actively involved with the DEI Committee. In addition to regular steward rights and responsibilities, DEI stewards will be available to employees who have specific concerns or grievances centered around workplace diversity, equity, inclusion, and non-discrimination. DEI stewards will be invited to all DEI Working Group Meetings (or other related meetings) and DEI Committee Meetings. Stewards will be allowed to meet with other committee members in the bargaining unit to discuss progress at Working Group meetings.~~

B. IHME intends to develop a formal structure to encourage feedback and to identify and implement activities and processes to foster greater DEI. Upon request, the Employer will meet with the Union and Paradigm to solicit feedback input regarding the formal structure and its make-up prior to implementation. The format of that structure will be made known to all IHME no later than March 31, 2021.

C. IHME will continue to develop and administer diversity, equity and inclusion initiatives at IHME with regard to recruitment, retention, mentorship, advancement, and institute-wide trainings. These initiatives may emerge from the contract work performed by the consulting firm Paradigm or from collaborations, discussions, and work done with others. IHME will discuss these initiatives with the Union in Joint Labor Management.

D. IHME will develop plans to target recruiting applicants from underrepresented groups (i.e.g., recruiting at HBCUs, tribal colleges, and similar institutions of higher education; keeping positions open for additional time to allow for a more diverse applicant pool; etc.). IHME may elect to keep a job position open for additional time if the applicant pool lacks applicants from underrepresented groups. These plans may be informed by outside expertise, if relevant, as well as DEI-focused recruitment and hiring practices elsewhere at the UW. The Union is encouraged to share lessons learned from its own DEI initiatives.

E. IHME will maintain a list of all open Bargaining Unit positions and the places where these positions are posted (websites, college forums, etc.). Upon request, this list will be made available to the Union.

~~All members of Senior Management will be required to take quarterly trainings in implicit bias, anti-racism, and other topics related to Diversity, Equity and Inclusion. These trainings will also be made accessible to any staff member who wishes to take them. The trainings will be jointly selected by the Union and IHME, with feedback from the DEI Committee. Supervisors must take all available trainings within six (6) months of them becoming available.~~

F. The Union shares IHME's commitment to developing workshops in unconscious bias, anti-racism, and other topics related to DEI in consultation with Paradigm or an outside

1 ~~firm. Any workshops that emerge from IHME's contract with Paradigm will be made~~  
2 ~~available to all staff. The Union and IHME may will discuss available workshops~~  
3 ~~requirements for including and the frequency of these workshops in JLMs.~~

4  
5 ~~G. IHME and the Union, under advisement of the DEI committee, in cooperation with~~  
6 ~~Paradigm and/or the DEI committee, will develop a list of questions to include in~~  
7 ~~interviews that will interview practices that aim to determine a candidate's ability to~~  
8 ~~contribute to support Diversity, Equity, and Inclusion at IHME. Any member of an~~  
9 ~~interview team is required to have taken all trainings required for Senior Management~~  
10 ~~mentioned in this article. A candidate's qualifications, past experiences, and potential~~  
11 ~~with DEI research or initiatives will be considered in the hiring process.~~

12 H.G.

13 ~~I. IHME will adopt guidelines made by the DEI committee for BIPOC listening sessions.~~

14  
15 J.H. Engagement Equity Survey. ~~UW-IHME will incorporate DEI-related questions~~  
16 ~~into surveys intended to assess organizational health.~~

17 ~~○ Starting in Fiscal Year 2020 and every year thereafter, IHME employees will be~~  
18 ~~surveyed on DEI issues at the institute; this survey may be developed and~~  
19 ~~administered by outside experts, or else jointly developed by the Union and~~  
20 ~~IHME shall jointly administer an equity survey for the institute, with specific~~  
21 ~~focus on SEIU 925 bargaining unit eligible employees. Any and all data collected~~  
22 ~~will be shared with the Union, and this survey will be administered annually in~~  
23 ~~order to track improvement from baseline. IHME and the Union may supplement~~  
24 ~~survey questions developed by outside experts with additional questions of their~~  
25 ~~own, to be developed in JLMs.~~

26 ~~○ In the first sixty (60) days following ratification, the University and the Union~~  
27 ~~shall jointly agree upon baseline questions to be used through the life of the~~  
28 ~~contract.~~

29 ~~○ In January of each year the survey shall be distributed through a low cost platform~~  
30 ~~(Catalyst Google, Survey Monkey, etc.) to all staff. In addition, IHME will~~  
31 ~~provide support to any team that may decide, on a volunteer basis, to jointly~~  
32 ~~develop a team specific survey, with additional questions to be distributed by~~  
33 ~~IHME ODT or designee and a steward that most closely works with employees in~~  
34 ~~that department. Responses from all surveys shall be available to the Union and~~  
35 ~~IHME.~~

36 ~~○ Once the surveys have closed and no later than the end of April of that year Within~~  
37 ~~thirty (30) days of survey data being made available, the Union and IHME shall~~  
38 ~~hold a Joint Labor Management meeting, JLM to discuss results and strategize~~  
39 ~~further steps for promoting equity, inclusion, transparency and accountability.~~

40 ~~Both All parties should solicit feedback from members of the IHME's DEI~~  
41 ~~Committee committee and any affinity groups that focus on issues of diversity, equity,~~  
42 ~~and inclusion.~~

43  
44 K. Gender-Inclusive Environment:

45 L.I. IHME supervisors and management will respect the gender ~~identity identities~~ of all it's  
46 employees and use the pronouns each employee has established for themselves. ~~All~~

~~communications to groups of employees will~~ IHME is committed to ~~is committed to the~~  
~~usage of gender-inclusive language in its employee communications.~~

M.J. Affinity Groups

○ IHME will continue to support affinity groups that address Diversity, Equity, and Inclusion in the workplace. IHME will work with Paradigm to revise the process for creating affinity groups in order to remove artificial barriers and better address DEI aims.

~~○ Should no member of Senior Management or Faculty be willing or qualified to sponsor one of these groups, IHME will relax the requirements for sponsorship of an affinity group, or allow faculty/management sponsorship from other departments. Interested employees will first seek outside sponsorship from faculty in the Department of Global Health, followed by other departments in the School of Medicine if no suitable faculty are found. If still no faculty sponsor is found, the employees may reach out to any department within UW.~~

~~● Promotion Velocity Review and Recommendations:~~

~~○ The DEI committee and the DEI Stewards will review the annual promotion velocity data and make recommendations to Senior Management and the Union, to be discussed at JLMs.~~

~~○ Implementation strategies will be reviewed and recommended in order to remedy inequities.~~

Tentatively Agreed To:

For the Union:

DocuSigned by:  
*Karen Hart*  
20A520EF100F44A...

Date: 10/28/2020

For the Employer:

DocuSigned by:  
*Ashelee Hooten*  
A71100E27200445...

Date: 10/5/2020



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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE UNIVERSITY OF WASHINGTON-IHME**  
**AND**  
**THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925**  
**JUNETEENTH**

In an effort to jointly acknowledge a significant and often overlooked period in our country's history and in recognition that progress for equity must continue in order to ensure all have equal access and opportunity, the parties agree that if the State of Washington officially recognizes Juneteenth as a legal state paid holiday (per RCW 1.16.050) during the life of this agreement, the UW-IHME will provide notice and an opportunity to bargain the implementation of Juneteenth as a paid holiday for its employees.

**This Memorandum of Understanding is effective January 1, 2021.**

Tentatively Agreed To:	
<p>For the Union:</p> <p>DocuSigned by: <i>Karen Hart</i> 20A528EF180F44A...</p> <p>Date: 9/30/2020</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Asilee Hooten</i> A71188E27298445...</p> <p>Date: 9/30/2020</p>

1 **MEMORANDUM OF UNDERSTANDING**  
2 **BETWEEN**  
3 **THE UNIVERSITY OF WASHINGTON (UW – IHME)**  
4 **AND**  
5 **SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925 (SEIU 925)**  
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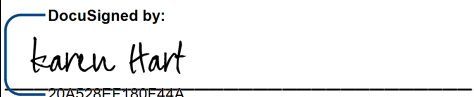
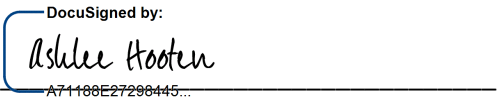
8 **MARKET ADJUSTMENTS AND SALARY SURVEY**  
9

10 A. IHME Salary Survey:

11 By July 1, ~~2024~~2022, the Employer will conduct a salary survey of IHME Union  
12 represented classifications. Upon completion of the salary survey, the Employer  
13 will provide the Union with a copy of the results ~~and schedule a meeting to~~  
14 ~~discuss.~~ Either party may file a demand to bargain economic terms in which  
15 case the parties will meet and bargain in good faith. Neither party is obligated to  
16 agree to a proposal made by the other.  
17

18 B. On July 1, ~~2023~~2022, the minimum salary for all titles listed in Appendix XX will  
19 be increased by ~~two~~one percent (~~4~~2%). Employees paid above the minimum  
20 salary will have their salary increased by ~~two~~one percent (~~4~~2%).  
21

22 C. Wage Reopener: If during any fiscal year of this agreement, IHME implements  
23 merit increases for professional staff at IHME that are greater than two percent  
24 (2%) the Union may reopen the Agreement and bargain economic terms.  
25

26 Tentatively Agreed To:  
27 For the Union: For the Employer:  
28 DocuSigned by: DocuSigned by:  
29    
30 Date: 10/28/2020 Date: 10/29/2020  
31

1 **MEMORANDUM OF UNDERSTANDING**  
2 **BETWEEN**  
3 **THE UNIVERSITY OF WASHINGTON (UW – IHME)**  
4 **AND**  
5 **SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925 (SEIU 925)**  
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8 **PROMOTIONS REVIEWS AND IN-GRADE REVIEWS**  
9

- 10 A. Upon ratification, IHME will create a promotion and in-grade salary pool for IHME  
11 employees in this Union. The pool will consist of ~~up to at least a half of~~ one percent  
12 (~~0.51~~%) of the salary of the IHME employees in this Union. IHME will notify supervisors  
13 and managers of the creation of the pool and the process for submission. ~~For this~~  
14 ~~section only, the~~The effective date of approved promotions and in-grade adjustments  
15 will be ~~the date of submission to IHME HR~~ July 1, 2020.  
16
- 17 B. In March 2021, IHME will create a promotion and in-grade salary pool for fiscal year  
18 2022 for IHME employees in this Union. The pool will consist of ~~up to a half of at least~~  
19 one percent (~~0.51~~%) of the salary of the IHME employees in this Union. The effective  
20 date of approved promotions and in-grade adjustments will be July 1, 2021.  
21
- 22 C. In March 2022, IHME will create a promotion and in-grade salary pool for fiscal year  
23 2023 for IHME employees in this Union. The pool will consist of ~~up to a half of at least~~  
24 one percent (~~0.51~~%) of the salary of the IHME employees in this Union. The effective  
25 date of approved promotions and in-grade adjustments will be July 1, 2022.  
26
- 27 D. In March 2023, IHME will create a promotion and in-grade salary pool for fiscal year  
28 2023 for IHME employees in this Union. The pool will consist of at least one percent  
29 (1%) of the salary of the IHME employees in this Union. The effective date of approved  
30 promotions and in-grade adjustments will be July 1, 2023.  
31
- 32 E. IHME HR, in consultation with UW HR Compensation, will set guidelines for annual  
33 promotions and in-grade adjustments.  
34
- 35 F. Unless otherwise specified in this Article, which promotional opportunities and in-grade  
36 adjustments are offered will be determined by the Employer and not grievable under  
37 any article in this Agreement except Article XX Non-Discrimination.  
38  
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40

1 Tentatively Agreed To:

2 For the Union:

For the Employer:

3 DocuSigned by:

DocuSigned by:

4 *Karen Hart*

*Ashlee Hooten*

20A528EF180F44A...

A71188E27298445...

5 Date: 10/28/2020

Date: 10/29/2020

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**SIDE LETTER XX – COVID PREVENTION**

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The parties agree to the following regarding COVID Prevention:

Within ~~ninety-fourty-five~~ (9045) days post ratification the Employer and the Union will schedule a meeting to discuss IHME’s COVID Prevention Plan.

This Side Letter expires after the meeting described above has been held.

Tentatively Agreed To:	
For the Union:	For the Employer:
DocuSigned by: <i>Karen Hart</i>	DocuSigned by: <i>Banks Evans</i>
<small>ZUASZ8EF180F4DA...</small>	<small>CS409E99932C427...</small>
Date: 10/15/2020	Date: 10/15/2020

**SIDE LETTER XX – DREW FULLMER POSITION REVIEW**

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The parties agree to the following regarding a position review for Drew Fullmer:

Within thirty (30) days post ratification, UWHR Compensation will begin a position review of Drew Fullmer in accordance with Article XX Classification and Reclassification. Upon request, Drew Fullmer will complete and return any necessary position review related documents to the Employer.

If the position review results in a classification change to a position with a higher salary minimum, the classification change and associated salary increase will be retroactive to September 1, 2020.

This Side Letter expires upon completion of the position review.

Tentatively Agreed To:	
For the Union:	For the Employer:
DocuSigned by: <i>Karen Hart</i>	DocuSigned by: <i>Ashelee Hooten</i>
<small>20AS28EF180F44A...</small>	<small>A71188E27298445...</small>
Date: 10/28/2020	Date: 10/29/2020

**SIDE LETTER XX – IHME WORKING TITLES**

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The parties agree to the following regarding IHME Working Titles:

The parties share a mutual interest in assuring a timely assessment of the working titles below. The parties agree to work collaboratively to evaluating the working titles listed below to see which are appropriate and add value to be utilized at IHME. The parties acknowledge that incorporating some of these working titles may require lead to UW Compensation considering whether to update existing classification specifications or create new ones in accordance with Article XX Classification/Reclassification. Additional titles may be added. UW Compensation, IHME HR, and the Union will meet at least quarterly for the next twelve months to review the working titles listed below. The first meeting will be within forty-five (45) days post ratification.

This Side Letter expires after the meetings described above have been held or when the new working titles have been established.

- |  |  |
|--|--|
| IHME Software Engineer I, II, III, and IV    | IHME Scientific Publications Assistant   |
| IHME Data Extraction Specialist II           | IHME Scientific Publications Coordinator |
| IHME Data Library Curator III                | IHME Scientific Publications Specialist  |
| IHME Data Services Specialist III            | IHME Scientific Editor II                |
| IHME Software Developer I                    | IHME Scientific Writer II                |
| IHME Internal Tools Developer I, II, and III | IHME Digital Communications Coordinator  |
| IHME Full Stack Developer II, III, and IV    | IHME Digital Communication Specialist    |
| IHME Database Administrator II               | IHME Digital Communications Officer      |
| IHME Database Developer II                   | IHME Digital Marketing Officer           |

Tentatively Agreed To:

For the Union:

DocuSigned by:

*Karen Hart*

20A528EF180F44A...

Date: 10/28/2020

For the Employer:

DocuSigned by:

*Ashlee Hooten*

A71188E27298445...

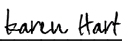
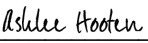
Date: 10/29/2020



**SIDE LETTER XX – INNOVATION TIME**

The parties both are interested in allowing some measure of work time to pursue pure innovation projects not otherwise tied to committed deliverables. Within six months of ratification, the ~~parties will meet and discuss~~ Employer will update the Union on the development of a funding proposal that ~~could~~ would be pursued by IHME accordingly. Every six (6) months, the Union will be updated on progress.

This Side Letter expires after the Innovation Time policy has been implemented. ~~meeting described above has been held.~~

Tentatively Agreed To:	
For the Union: <small>DocuSigned by:</small>  <small>20A528EF180F44A...</small> Date: 9/30/2020	For the Employer: <small>DocuSigned by:</small>  <small>A71188E27298445...</small> Date: 9/30/2020

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**SIDE LETTER XX – U-PASS**

The parties agree to the following regarding U-PASS:

As of ninety (90) days post ratification or upon requiring employees to work at the IHME offices, whichever is earlier, the Employer will provide bargaining unit employees with a fully-subsidized U-PASS. Activation and maintenance of this benefit are subject to UW Transportation Services requirements. Employees are responsible for ending payroll deductions. Payroll deductions will continue until employees notify Transportation Services via email or visit the office to sign a stop-deduction form. No refunds will be processed.

This Side Letter expires ~~on XXXX~~ one day prior to the expiration of the agreement as listed Article XX Duration.

Tentatively Agreed To:

For the Union:

DocuSigned by:  
*karen Hart*  
20A528EF186F44A...

Date: 10/28/2020

For the Employer:

DocuSigned by:  
*Ashelee Hooten*  
A71188E27298445...

Date: 10/28/2020

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