

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THE UNIVERSITY OF WASHINGTON
AND THE
SEIU 925 – INSTITUTE FOR HEALTH METRICS AND EVALUATION
November 18, 2020 – June 30, 2023

TABLE OF CONTENTS

ARTICLE 1: PREAMBLE AND PURPOSE	5
ARTICLE 2: NON-DISCRIMINATION.....	6
ARTICLE 3: WORKPLACE BEHAVIOR	7
ARTICLE 4: AFFIRMATIVE ACTION	7
ARTICLE 5: GRIEVANCE PROCEDURE.....	8
ARTICLE 6: EMPLOYEE RIGHTS	13
ARTICLE 7: EMPLOYEE FACILITIES.....	14
ARTICLE 8: NEW EMPLOYEES	15
ARTICLE 9: PROBATION.....	16
ARTICLE 10: HOURS OF WORK.....	17
ARTICLE 11: OVERTIME	19
ARTICLE 12: PROFESSIONAL DEVELOPMENT.....	21
ARTICLE 13: HIRING, PROMOTIONS, AND TRANSFERS	24
ARTICLE 14: INFORMATION ON GRANTS AND PROPOSALS	28
ARTICLE 15: CLASSIFICATION AND RECLASSIFICATION	28
ARTICLE 16: COMPENSATION, WAGES AND OTHER PAY PROVISIONS	30
ARTICLE 17: PERFORMANCE EVALUATIONS.....	33
ARTICLE 18: HOLIDAYS.....	35
ARTICLE 19: VACATION LEAVE.....	37
ARTICLE 20: SICK LEAVE.....	39
ARTICLE 21: WASHINGTON FAMILY MEDICAL LEAVE PROGRAM.....	42
ARTICLE 22: FEDERAL FAMILY MEDICAL LEAVE ACT AND PARENTAL LEAVE	42
ARTICLE 23: PARENTAL LEAVE	43
ARTICLE 24: SHARED LEAVE	43

ARTICLE 25: UNPAID HOLIDAYS FOR A REASON OF FAITH OR CONSCIENCE 44

ARTICLE 26: CIVIL/JURY DUTY LEAVE AND BEREAVEMENT LEAVE..... 45

ARTICLE 27: LEAVE RELATED TO DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING 46

ARTICLE 28: MILITARY LEAVE..... 46

ARTICLE 29: WORK RELATED INJURY LEAVE 47

ARTICLE 30: REASONABLE ACCOMMODATION OF EMPLOYEES WITH DISABILITIES 48

ARTICLE 31: MISCELLANEOUS LEAVE..... 50

ARTICLE 32: INCLEMENT WEATHER AND SUSPENDED OPERATIONS 52

ARTICLE 33: COMMUNITY SERVICE DAYS 52

ARTICLE 34: HEALTH AND SAFETY 53

ARTICLE 35: HEALTH CARE BENEFIT AMOUNTS 56

ARTICLE 36: TRANSPORTATION, TRAVEL, AND COMMUTE REDUCTION 58

ARTICLE 37: LATE NIGHT WORK MEALS AND TRANSPORTATION 60

ARTICLE 38: PERSONNEL FILES..... 61

ARTICLE 39: CORRECTIVE ACTION..... 62

ARTICLE 40: EMPLOYEE ASSISTANCE PROGRAM..... 64

ARTICLE 41: LAYOFF, SENIORITY, LAYOFF, REHIRE 64

ARTICLE 42: RESIGNATION AND ABANDONMENT 67

ARTICLE 43: EXIT INTERVIEWS 68

ARTICLE 44: CONTRACTING 68

ARTICLE 45: UNION ACTIVITIES, RIGHTS, AND STEWARDS 68

ARTICLE 46: JOINT UNION MANAGEMENT COMMITTEE 72

ARTICLE 47: PRIVACY 73

ARTICLE 48: SALARY OVERPAYMENT RECOVERY 74

ARTICLE 49: TUITION EXEMPTION PROGRAM..... 75

ARTICLE 50: PERSONAL SERVICES 75

ARTICLE 51: REPRESENTED LIMITED TERM HOURLY EMPLOYEES 75

ARTICLE 52: CONTRACT DISTRIBUTION 77

ARTICLE 53: UNION MEMBERSHIP, DUES DEDUCTION, AND STATUS REPORTS 77

ARTICLE 54: MANAGEMENT RIGHTS AND RESPONSIBILITIES 81

ARTICLE 55: SUBORDINATION OF AGREEMENT AND SAVINGS CLAUSE 81

ARTICLE 56: DURATION 81

APPENDIX I: JOB CLASSIFICATIONS 83

MOU: DIVERSITY, EQUITY, AND INCLUSION 87

MOU: IMPLEMENTATION OF APPENDIX 1 JOB CLASSIFICATIONS 89

MOU: JUNETEENTH 90

MOU: MARKET ADJUSTMENTS AND SALARY SURVEY 91

MOU: PROMOTIONAL REVIEWS AND IN-GRADE REVIEWS 92

SIDE LETTER A: COVID PREVENTION 93

SIDE LETTER B: DREW FULLMER POSITION REVIEW 94

SIDE LETTER C: IHME WORKING TITLES 95

SIDE LETTER D: INNOVATION TIME 96

SIDE LETTER E: U-PASS 97

SIGNATORIES 98

ARTICLE 1: PREAMBLE AND PURPOSE

- 1.1 The 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 for 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 51.

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.

- 1.2 Union Recognition.

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 as certified by and under the Public Employment Relations Commission under the 41.56. The Agreement covers the employees in the bargaining unit described in Appendix I, entitled "Bargaining Unit Represented by the Service Employees International Union Local 925 at the University of Washington" but does not cover any positions excluded by the statute, regulation, or other common law. The titles of the jobs listed in Appendix I are listed for descriptive purposes only.

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

ARTICLE 2: NON-DISCRIMINATION

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

- 2.6 A grievance alleging a violation of this article must be submitted within 180 days of an alleged occurrence.
- 2.7 When a grievance or complaint is filed, the University will implement interim measures as appropriate.

ARTICLE 3: WORKPLACE BEHAVIOR

- 3.1 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, 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 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.

ARTICLE 4: AFFIRMATIVE ACTION

- 4.1 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.

- 4.2 Group included in the affirmative action program are those covered by federal and state regulations.
- 4.3 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.
- 4.4 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 the bargaining unit.

ARTICLE 5: 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.

- 5.1 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.
- 5.2 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.
- 5.3 Employee Representation. The Union as exclusive representative of bargaining unit employees is responsible representative of said employees in grievance matters.
- 5.4 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.

5.5 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.

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

5.6 Pay Status – Meetings

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

5.7 Grievance Withdrawal

A grievance may be withdrawn by the Union in writing at any time, and if withdrawn shall not be resubmitted.

5.8 Resolution

If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

5.9 Consolidation.

Grievances arising out of the same set of facts may be consolidated by written agreement.

5.10 Filing and Processing

A. Filing

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

B. Alternative Resolution Methods

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

C. Processing

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

5.11 Steps of the Grievance Procedure

All grievances shall be processed in accordance with the following procedure. Upon mutual agreement, Step One, Two or Three may be skipped. Grievances over final counseling or dismissal will begin at Step Two.

Step One: Supervisor, Manager or Designee.

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

Step Two:

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

Step Three: Grievance Mediation.

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

Step Four: Arbitration.

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

Panel of Arbitrators:

- A. Within sixty (60) calendar days of the execution of the Agreement, the parties, SEIU 925 and the Employer, agree to meet to establish a permanent panel of six (6) arbitrators. If the parties do not meet or if there is no agreement on the panel, the current panel will remain.
- B. These arbitrators shall be assigned cases by the parties on a rotating basis. If the arbitrator is not available to hear the case within sixty (60) calendar days of being contacted to request available arbitration dates either party may elect to go to the next arbitrator in the rotation. If no arbitrator can hear the case within sixty (60) calendar days of being contacted, the case will be assigned to the arbitrator who can hear the case on the earliest date.

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

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

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

Authority of the Arbitrator

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

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

In cases where a grievance is moved to arbitration and the Employer did not agree to Step Three: Grievance Mediation, either party may request a pre-arbitration settlement conference. These conferences shall not delay the arbitration process, and may be held with or without the presence of the arbitrator, at the option of the moving party. In the event that an arbitrator is present, the cost of the arbitrator's participation shall be borne equally by the parties.

5.12 Arbitration Costs

- A. The fees and costs of the arbitrator, and the cost (if any) of the hearing room, will be shared equally by the parties.
- B. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
- C. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the

arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.

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

5.13 Files

Grievance documents shall be maintained separately from employee personnel files. Employee personnel files will accurately reflect the final outcome of a grievance.

ARTICLE 6: EMPLOYEE RIGHTS

6.1 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.

6.2 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 5, Grievance Procedure, and held during the employee's work time;
- B. Management scheduled investigatory interviews and/or pre-disciplinary meetings, in accordance with Article 39, Corrective Action and Dismissal, and;
- C. Joint Labor Management meetings in accordance with Article 46.

- 6.3 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.
- 6.4 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 attending management scheduled meetings and hearings that are scheduled during the employee's work time. Attendance at meetings or hearings during the employee's non-work hours will not be considered as time worked. An employee cannot use a state vehicle to travel to and from a worksite in order to attend a meeting or hearing unless authorized by the Employer.
- 6.5 Indemnification
The University will indemnify employees for activities arising out of their employment in accordance with University policy.
- 6.6 Off the Job Activities
The private and personal "off the job" lifestyle and activities of any employee shall not be legitimate grounds for corrective action initiated by Management except where such life style or activities, constitute a conflict of interest as set forth in RCW 42.18 or are detrimental to the employee's work performance.
- 6.7 Off Duty Employment.
Employees may engage in off duty employment that is consistent with University policy and state law.

ARTICLE 7: EMPLOYEE FACILITIES

- 7.1 Employee Facilities
Adequate lunchroom, washroom, showers and toilet facilities shall be provided and available for the use of the employees.
- 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, 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 that are 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.

7.2 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.

7.3 Temporary Work Spaces

- A. Available temporary workspaces will be equipped to be commensurate with permanent workstations.
- B. A reservation system will be established for employees.
- C. Temporary workstation facilities, access, and availability are appropriate topics for JLMs.

ARTICLE 8: NEW EMPLOYEES

8.1 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 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 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 (1) 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.

ARTICLE 9: PROBATION

- 9.1 All bargaining unit employees who successfully complete the probationary period described in this Article, will be covered Article 39 Corrective Action.
- 9.2 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.

- 9.3 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 13.
- 9.4 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 25. 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.
- 9.5 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.
- 9.6 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.
- 9.7 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.
- 9.8 Probationary Period Rejection.
An appointing authority may reject an employee who has not completed a probationary period. Upon request by the employee and within ten (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 2.

ARTICLE 10: HOURS OF WORK

10.1 Definitions

A. Full-time Employee

An employee regularly 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.

D. 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.

E. Overtime-Exempt Position

A position determined not eligible for the mandatory overtime provisions under State and Federal Law.

F. Work Schedules

Work schedules may be established by the Employer in order to meet IHME needs, as long as the work schedules are administered in compliance with federal and state laws.

G. Operating Hours

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

10.2 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.

10.3 Work Schedules

A. Regular Work Schedules

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

3. Employees will be allowed to work alternative schedules, as long as fifty percent (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 employee's work schedule without prior notice in emergencies, or extraordinary unforeseen operational needs.

D. Employee-Requested Schedule and FTE Changes

Employees' 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.

ARTICLE 11: OVERTIME

11.1 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 forty (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 twenty (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.

- 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.

11.2 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 the employee and pre-approved by the Employer prior to working overtime.
- B. Overtime worked by 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 30th of each fiscal year. The employee's unused compensatory time balance will be cashed out every June 30th 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.

ARTICLE 12: PROFESSIONAL DEVELOPMENT

- 12.1 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 (6) 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. IHME strives to fund as many professional development opportunities as we can, however, resources are limited and requests that best align with the employee's 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 (six (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 and 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.

- 12.2 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 them achieve these goals. Career conversations will happen outside the annual review and goal cycle and are 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.
- 12.3 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.

12.4 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 in 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.

B. Request Process:

Complete the [Professional Leave with Pay Application](#) at least six (6) months before the date the requested leave is to begin. The request must be approved by the employee's supervisor, the employing unit's dean or vice president, and by the HR Operations Office that serves the unit. After approval, employees whose leave is managed in Workday will request a LOA Professional Leave in Workday.

C. Length of leave:

Professional leave with pay may be granted for any period of time up to a maximum of nine (9) months.

D. Compensation:

The University will provide salary support for the period of the leave as follows:

1. Full salary for a leave not exceeding three (3) months;
2. Three-fourths (3/4) salary for a leave greater than three (3) months up to six (6) months;
3. Two-thirds (2/3) salary for a leave exceeding six (6) months to nine (9) months.

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

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

E. Other employment:

An employee on professional leave with pay may not accept paid employment during the period of the leave except where the purpose of the leave is for professional practice or experience that cannot be obtained otherwise.

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

Agreement to return:

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

F. Report of leave:

Within one (1) month of returning to work at the University, the employee must submit to the appropriate dean or vice president a summary of the activities in which the employee was engaged while on leave. The summary must provide details explaining the leave's value to the University and to the employee's professional development.

12.5 Mentorship

Mentorship is a supportive, learning and professional relationship between people who have specific skills and knowledge (mentors) and individuals (mentees) who need or want the same skills and advantages to move up in work, skill level, or performance. IHME will provide formal mentorship opportunities to employees. Participation in this program is voluntary. Mentors and mentees will commit to one hour per month for a year. Mentors are required to have worked at IHME for at least one (1) year and have five (5) or more years of full-time professional experience. Applications for mentors and mentees will be solicited twice annually in Winter and Spring.

ARTICLE 13: HIRING, PROMOTIONS, AND TRANSFERS

13.1 Filling Positions

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

A. Volunteer

Volunteers will not fill vacant bargaining unit positions.

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

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

13.2 Core Duties and Other Assignments

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

A. Temporary Appointment to a Higher Position

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

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

B. Project Appointments

Appointments for a limited term may be made for assignments initially intended to be six (6) to twelve (12) months in duration. The filling of project appointments will be determined by the University. Individuals hired under this section will receive written notification of the anticipated maximum length of the appointment and the eligibility for benefits. Conclusion of the appointment will be at the discretion of the University, including termination of appointment prior to its originally intended expiration date, and will not

be subject to Articles 5 (Grievance Procedure) and 41 (Layoff Seniority, Layoff, Rehire) of the contract. Time worked in a project appointment will count towards seniority for employees who are appointed to a regular monthly position represented by SEIU, Local 925 without a break in service.

1. An individual appointed to a Project Appointment who is hired into the, same job, or in the same classification in the same unit through open recruitment will have their Project Appointment months of service apply toward their probationary period for that position.
 2. Employees recruited into positions under section one (a) who have worked in the Project Appointment six (6) months or longer, extending on a day-for- a-day basis for paid or unpaid absences, will be considered to have completed their probationary period and all months of service under that Project Appointment (including extensions) shall count toward their seniority.
- C. The Employer may convert a Project Appointment into a regular Appointment if the Employer used a competitive process to fill the Project appointment or if the Project Appointment was filled using a veteran placement program. In such circumstances the employee will serve a probationary or trial service period whichever is applicable.

13.3 Vacancies and New Positions

- A. 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) calendar 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.
- B. It is the intent of the Employer to fill vacancies as soon as possible within budgetary limitations and where replacements are needed.

13.4 Promotions/Transfers

A. Policy

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

B. Definitions

For the purpose of this Article the following definitions apply:

1. Promotion via position review

Movement to a position in a job class with a higher salary range minimum without the need for a competitive application process.

2. Promotion via application

Movement to a position in a job class with a higher salary range minimum that requires a competitive application process.

3. Transfer

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

4. Lateral

Movement of employee to a position in a different class which has the same salary range minimum as the employee's current class.

5. Voluntary Demotion

Movement to a position with a lower salary minimum, where the position is attained through the employment process. This section does not apply to employees who demote as the result of corrective action.

C. 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. In accordance with applicable law, affirmative action goals will be considered when filling vacancies.

D. At least two (2) bargaining unit applicants per job requisition, who are regular monthly employees and who possess 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.

E. 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 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.

F. There will be no formal requirement for time spent in a given position before an employee changes positions through promotion via review, promotion via application, transfer, lateral, or voluntary demotion.

G. During the annual promotion and salary increase cycle, the Employer will communicate to employees if funding is available for promotions or not.

H. There will be no restrictions on the number of employees recommended for promotion.

13.5 Movement Between Positions within IHME

Employees who transfer, move laterally, or voluntarily demote shall serve a trial service period. Paid or unpaid leave taken during the six (6) week trial service period shall extend the length of the trial service 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. Either the Employer or the employee may end the appointment by providing notice. Both the trial service requirement and reversion rights (Employer and employee) apply to employees accepting positions represented by a different Union.

13.6 Promotion

Promotional appointees will serve a six (6) month trial service. During the first two (2) months of the trial service period, employees have preemptive rights to their former position. After the first two (2) months but during the remainder of trial service, employees who are not staying in the new position shall have the option to revert to their former position if it is still vacant, be considered for reassignment in the same class as their former class, or be placed on the rehire list. Paid or unpaid leave taken during the six (6) month trial service period shall extend the length of the trial service 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.

13.7 Demotion

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

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

13.9 Internal Job Board

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

ARTICLE 14: INFORMATION ON GRANTS AND PROPOSALS

- 14.1 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, 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:
- A. Grant name
 - B. Nature of topic
 - C. Principal Investigator (PI)
 - D. Total amount
 - E. Duration
 - F. Funder
 - G. Grant application status
 - H. Expected timelines for grant decisions and effective date if approved
 - I. Team names that are potentially funded by the grant
- 14.2 Employees will be notified upon hire of the currently and anticipated future funding for the position – namely the source(s) of funding, and the duration of the funding for the position or title.
- 14.3 The HUB page will be updated no less than every three (3) months.

ARTICLE 15: CLASSIFICATION AND RECLASSIFICATION

- 15.1 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.
- 15.2 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).
- 15.3
- 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. The Union may bargain over the salary.

- 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.
 - C. Within thirty (30) calendar days following implementation of the Employer's decision to create or combine classifications per this article, or modify class specifications for bargaining unit positions, the Union may file an appeal with the Classification Review Hearing Officer selected under this article of this contract, to determine if the salary assigned to the classification is appropriate.
- 15.4 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.
- 15.5 The Employer agrees to notify the Union of any proposed reclassifications of occupied bargaining unit positions into non-bargaining unit positions at least thirty (30) days prior to implementation.
- 15.6 Position Review Process
- A. The Employer or employee representative may request that a position be reviewed when the requesting party believes that the basis of its request has become a permanent requirement of the position. Employees and employee representatives may not request that a position be reviewed more often than once every six (6) months.
 - B. The request must be complete and in writing on forms provided by the Employer. Requests may be submitted to IHME Human Resources.
 - C. The UWHR Compensation Office will investigate the position and issue a written response to the employee or employee representative within sixty (60) calendar days from receipt, by Human Resources, of the completed request. The response will include notification of the class and salary assigned when the position is reallocated, or notification of the reasons the position does not warrant reallocation when the request is not approved.

D. The effective date of allocations or reallocations initiated by the Employer shall be determined by the Employer. The effective date of a reallocation resulting from an employee representative request for position review will be established as the 1st or the 16th of the month which precedes the date that the completed request was filed with IHME Human Resources or the employee's direct supervisor or department, whichever date is earliest. The date of receipt must be appropriately documented.

15.7 Position Review Appeal Process:

If the Union wishes to appeal the decision of the Employer, it may appeal to the Classification Review Hearing Officer within thirty (30) calendar days following the date of the Employer's written response.

Hearing Officer

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

Hearings

The Hearing Officer shall hold hearings on a quarterly basis unless there are no appeals to hear or the parties agree to pend any open appeals. All materials considered in the position review shall be submitted to the Hearing Officer prior to the hearing and neither party will submit evidence at the hearing that was not submitted during the position review. The Hearing Officer shall endeavor to hold multiple hearings each day, and shall issue a concise decision which shall be final and binding. The Hearing Officer shall have no authority to alter the terms and conditions of this contract. Employees may be represented at the hearing and will be released from work with no loss of pay to attend the hearing. The Hearing Officer's fees and expenses shall be shared equally by the parties.

ARTICLE 16: COMPENSATION, WAGES AND OTHER PAY PROVISIONS

16.1 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.

16.2 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 affected employee shall receive at least a seven percent (7%) salary increase.

16.3 Salary Setting Upon Lateral Movement

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

16.4 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.

16.5 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 maximum for their job class upon request by IHME HR staff and approval by the HR Compensation Office.
- C. Increases for Entire Job Classes for Recruitment/Retention. The Employer may increase the salary of IHME-SEIU 925 job classes that are experiencing recruitment/retention problems, upon thirty (30) days' notice to the union and the opportunity for the union to bargain.

16.6 Pay for Teaching

- A. Teaching in the regular University curriculum should normally be included in an employee's regular work schedule.
- B. The School of Medicine Dean's Office or designee may approve payment for teaching when:

1. The request to teach is an exceptional circumstance;
2. The request is not expected to be repeated;
3. The teaching is clearly in addition to regular University duties; and
4. The activities cannot be accommodated by release time.

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

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

1. Excess Compensation, which is a one-time, lump sum payment; or
2. Period Activity Pay, which is a series of equal installments paid through the quarter during which the teaching occurs.

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

16.7 Excess Compensation for Exceptional Circumstances

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

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

16.8 Temporary Pay Increase (TPI)

An employee who for ten (10) or more working days is temporarily assigned additional duties at the same level or who is assigned additional higher-level responsibilities may receive a temporary pay increase of at least five percent (5%) over their current salary. The pay increase will be retroactive to the first day of working the additional duties. Alternatively, the employee can choose to stop assuming those duties, and their TPI will stop.

16.9 Salary Scale Placement

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

ARTICLE 17: PERFORMANCE EVALUATIONS

17.1 Formal performance evaluations shall be performed at least annually. Evaluations shall be based on job related performance factors. 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. Supervisors will meet with employees at least twice annually 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 may include both employee and supervisor actions and may consist of but not be limited to internal or external trainings, mentoring, and additional supervisory support.

17.2 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:
 - a. Quality of work (e.g. competence, accuracy, neatness, thoroughness),
 - b. Quantity of work (e.g.) use of time, volume of work accomplished, ability to meet schedules, productivity levels),
 - c. Progress against written goals,
 - d. Job knowledge (e.g. degree of technical knowledge, understanding of job procedures and methods),
 - e. Working relationships (e.g. cooperation and ability to work with supervisor, co-workers, students, and clients served)
2. Provision for identifying specific achievements of the employee, performance goals for the next evaluation period, training and development plans
3. Provision for employee comments.

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.
- 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. 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.
 - C. The performance evaluation form may be supplemented with other form 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. Implementation of alternative performance evaluation models is an appropriate topics for Joint Labor Management Meetings.

17.3 Employee Evaluation Information

- A. Upon appointment to a positions 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 shall be provided to the employee in sufficient time to allow the employee to meet the work expectations. The Employer will provide at least sixty (60) calendar days’ notice to employees prior to the evaluation when modification that substantively alter performance expectations are made. Minor modifications that do not substantively alter performance expectations require no notice.

17.4 Evaluation Process

- A. The evaluator will communicate with the employee about performance problems as they occur, and develop and document a joint plan for performance improvement.
- B. The purpose of the evaluation meeting is to review, discuss, and if appropriate, modify the evaluation. The employee shall have an opportunity to discuss the proposed evaluation with the evaluator and to provide a written response.
- C. The final evaluation, with employee comments attached, will be signed by the evaluator and the employee. The employee will be provided a copy.
- D. Performance evaluations shall be retained in the IHME personnel file for no more than three (3) years.

17.5 Evaluator Training

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

17.6 Grievability

Employee performance evaluations are grievable only through Step Two of the Grievance Procedure.

ARTICLE 18: HOLIDAYS

18.1 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
Juneteenth (June 19 th)	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 day preceding the holiday.

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

18.2 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.

18.3 Holiday Credit

A. Scheduling

Holiday credit will be used and scheduled by the employee in the same manner as vacation leave in Article 19. 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.

18.4 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 19 Vacation Leave.
- B. It is the employee’s responsibility to schedule the Personal Holiday before December 31st. 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 31st.
- 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.

ARTICLE 19: VACATION LEAVE

19.1 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.

19.2 Accrual

Employees will accrue vacation leave during the new hire probationary period. The vacation accrual rate is determined by the 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.

Length of Service		Vacation Time Off Accrual Rate	
Years	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

Length of Service		Vacation Time Off Accrual Rate	
Years	Months	Hrs / Month	Days/Hrs Per Year
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 .5 FTE or more accrue vacation on a prorated basis based on their full-time equivalent (FTE).

B. Vacation Accrual for a Newly Hired Staff

Newly hired 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 vacation hours during a calendar month in which they have taken more than ten (10) equivalent days of their FTE as unpaid time off. For 1.0 FTE, that would be eighty (80) hours; for 0.5 FTE, that would be forty (40) hours. The ten (10) days includes any holidays that an employee took without pay.

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

D. Time Off Accrual During an Employee's Final Month of Work

Employees who terminate from UW employment on or after the 16th of the month accrue time off for the month of termination. Employees who separate from UW employment prior to the 16th of the month do not accrue any time off for the month of termination.

19.3 The annual vacation schedule for use of vacation leave in each team shall be established in the following manner:

- A. IHME Employees are responsible for managing their own annual vacation leave balances.
- B. All requests must be made in writing, via an email, from employee to supervisor. Requests for five (5) or more consecutive days should be made at least two (2) months in advance. When possible, the supervisor will respond to the request within five (5) business days.
- C. Approved requests will be added to Outlook calendars of employee and supervisor by the employee and then the request will be added to Workday.
- D. Vacations will be approved on a first come, first serve basis. In the event that more than one employee on a team, on the same date, requests the same time off and the workload will suffer, if multiple employees are absent, the vacations will be approved in IHME seniority order as defined in Article 41 Layoff Seniority, Layoff, Rehire, with the most senior employee's vacation approved first.

19.4 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.

- 19.5 Week of Thanksgiving and the week between Christmas and New Year's. Remote work will be allowed during these weeks.

19.6 Vacation Leave Cash Payment

Any employee who has been employed for at least six (6) 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 two hundred forty (240) hours.

ARTICLE 20: SICK LEAVE

20.1 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 defined in the Employer's [Family Care Emergencies Absence Policy](#)) or because of condolence or bereavement (as in Article 26)
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 authorized by IHME HR. All available compensatory time must be used prior to accrued vacation leave, unless this will result in the loss of vacation time.

D. Restoration of Vacation Leave

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

E. No Abuse of Sick Leave

Both parties agree that neither the abuse nor the arbitrary denial of sick leave will be condoned. The Employer and the Union agree to work cooperatively toward the resolution of mutually identified problems regarding the use of sick leave.

F. Sick Leave Verification

The Employer will not require verification for absences of three (3) consecutive work days or fewer. Such verification or proof may be given to the supervisor/manager or Human Resources according to departmental policy. The Employer will not make unreasonable requests for sick leave verification.

20.2 Sick Leave Cash Out.

Eligible employees may elect to receive monetary compensation for accrued sick leave as follows:

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

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

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

20.3 Family Care Leave

In accordance with RCW 49.12 and WAC 296-130, employees shall be allowed to use any or all of their choice of sick leave or other paid time off to care for a family member (as defined above) who has a serious health condition or an emergency condition. Employees shall not be disciplined or otherwise discriminated against because of their exercise of these rights.

ARTICLE 21: WASHINGTON FAMILY MEDICAL LEAVE PROGRAM

- 21.1 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.

ARTICLE 22: FEDERAL FAMILY MEDICAL LEAVE ACT AND PARENTAL LEAVE

22.1 Federal Family and Medical Leave Act (FMLA)

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

- A. parental leave to care for a newborn or newly placed adopted or foster child;
or
- B. personal medical leave due to the employee's own serious medical condition that requires the employee's absence from work; or
- C. family medical leave to care for a family member who suffers from a serious medical condition that requires care or supervision by the employee.

Family Member is defined as: the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sister, or brother. It also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent, and grandparent. "Child" also includes any child residing in the employee's home through foster care, legal

guardianship or custody. Family members include those persons in a “step” relationship.

- 22.2 The amount of family medical leave available to an employee is determined by using a rolling twelve (12) month period. The rolling twelve (12) month period measures FMLA leave availability by "looking backward" from the date an employee begins FMLA leave, adding up any FMLA leave used in the previous twelve (12) months, and subtracting that amount from the employee's twelve (12) workweek FMLA leave entitlement. The remaining amount is available to the employee.
- 22.3 The University will continue the employee’s existing employer-paid health insurance benefits during the period of leave covered by FMLA. If necessary, due to continued approved personal medical or parental leave approved beyond the FMLA period, or if the employee is not eligible for FMLA, the employee may elect to use eight (8) hours of accrued applicable paid leave for continuation of employer paid health insurance benefits for the duration of the approved leave of absence. The interspersed paid leave will be applied to the first working day of the month.
- 22.4 FMLA leave may be taken intermittently or as part of a reduced work schedule when medically necessary.

ARTICLE 23: PARENTAL LEAVE

- 23.1 Parental leave is defined as: up to four (4) 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 time off, sick time off up to eighteen (18) weeks seven hundred twenty (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.

ARTICLE 24: SHARED LEAVE

- 24.1 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 time off to financially aid other state employees who will need to take unpaid time off or separate from employment because of:

- A. Having a severe or extraordinary illness; or
- B. Having caregiver responsibilities for a relative or household member with a severe or extraordinary illness; or
- C. The employee is serving as an approved emergency worker; or
- D. When voluntarily or involuntarily serving in one of the uniformed services; of the United States, or
- E. 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
- F. Sickness or temporary disability due to a pregnancy-related medical condition or miscarriage; or
- G. 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.

24.2 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.

24.3 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:

- A. Uniformed Services Shared Leave Pool Program
- B. Foster Parent Shared Leave Pool Program
- C. Veterans' In-State Service Shared Leave Pool Program

ARTICLE 25: UNPAID HOLIDAYS FOR A REASON OF FAITH OR CONSCIENCE

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

- A. Leave without pay will be granted for up to two (2) workdays per calendar year for a reason of faith or conscience or an organized activity conducted

under the auspices of a religious denomination, church or religious organization. Leave without pay may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by Chapter 82-56 WAC or the employee is necessary to maintain public safety.

- B. The Employer will allow an employee to use compensatory time, personal holiday or vacation leave in lieu of leave without pay. All requests to use compensatory time, personal holiday or vacation leave requests must indicate the leave is being used in lieu of leave without pay for a reason of faith or conscience. An employee's personal holiday must be used in full workday increments.
- C. An employee's seniority date, probationary period or trial service period will not be affected by leave without pay taken for a reason of faith or conscience.
- D. Employees will only be required to identify that the request for leave is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

ARTICLE 26: CIVIL/JURY DUTY LEAVE AND BEREAVEMENT LEAVE

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

26.1 Civil Duty

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

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

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

26.2 Bereavement Leave

An employee shall be granted up to three (3) continuous or non-continuous days of bereavement leave, as requested by the employee, for each death of a family member. Bereavement leave beyond three (3) days may be approved based on individual circumstances, such as relationship of the employee to the deceased family member, employee responsibility for making funeral arrangements, religious reasons and/or distance of travel out of the area. Upon the Employer's approval, the employee may choose to use the following types of leave for beyond the three

(3) days: sick, vacation, holiday credit, compensatory time, personal holiday, or leave without pay.

Family members includes biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee, 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. Family member also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent (as defined above), or grandparent.

ARTICLE 27: LEAVE RELATED TO DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING

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

ARTICLE 28: MILITARY LEAVE

- 28.1 Military Leave will be approved in accordance with University of Washington Administrative Policy Statement 45.4, which is subordinate to the Uniformed Services Employment and Reemployment Rights Act, RCW 38.40, and RCW 49.77. Employees who are called to active duty in any of the uniformed services or their reserves shall receive twenty one (21) work days of paid military leave annually from October 1 through September 30. Such paid military leave shall be in addition to any compensatory time, holiday credit, vacation or sick leave to which the employee might be otherwise entitled, and shall not involve the reduction of any benefits, performance rating, privileges or base pay. During the period of paid military leave, the employee shall receive their normal pay. If the employee is scheduled to work a shift that begins on one calendar day and ends on the next calendar day, the employee is charged military leave only for the first calendar day.
- 28.2 Employees required to appear during working hours for a physical examination to determine physical fitness for military service shall receive full pay for the time required to complete the examination.
- 28.3 Employees who are called to active duty in one of the uniformed services of the United States or the State of Washington shall be granted a military leave of absence without pay for absence from work for up to five (5) years in addition to any time covered by the provisions of Section 28.1. During an unpaid military leave of absence, an employee is entitled to receive:

- A. retirement benefits and service credit in accord with the provisions of the applicable retirement system;
 - B. paid medical and dental insurance if in pay status at least eight (8) hours per month.
 - C. other health plan coverage at the employee's request and expense for a limited period of time as determined by the Health Care Authority;
 - D. other length-of-service credits related to employment that would have been granted had the employee not been absent; provided that the employee returns to University service at the conclusion of the leave in accord with applicable Federal and State laws related to military leave; and
 - E. any additional benefit required by then-applicable state or federal law.
- 28.4 The employee should follow the military leave of absence request process. Unless prohibited by military necessity, the University shall be provided with a copy of an employee's orders at the time the employee requests military leave. Such request shall be made as soon as reasonably practical after the employee learns of the need for such leave.
- 28.5 Following release from military service, an employee shall have the right to return to employment as provided by then-applicable state and federal law. The employee will provide a copy of employee's discharge papers and any other documentation permitted or required by military-leave laws to their supervisor and to Human Resources.
- 28.6 Employees who are spouses of members of the armed forces will be released for the provisions of the Military Family Leave Act RCW 49.77 when the service member has been notified of an impending call or order to active duty or when on leave from deployment.

ARTICLE 29: WORK RELATED INJURY LEAVE

- 29.1 An employee who sustains a work-related illness or injury shall be granted a disability leave of absence in accordance with federal and state law. It is the intention of the University to comply with state and federal laws regarding such absences through its policies and procedures.
- 29.2 Employees who are in leave without pay status for up to six (6) months due to a work-related injury, upon written request and proof of continuing disability, shall maintain their seniority and progression start date. Leave without pay exceeding six (6) months without loss of seniority or change in progression start date may be granted at the option of the employing official.
- 29.3 Employees who suffer a work-related injury or illness that is compensable under the state worker's compensation law may select time loss compensation

exclusively, leave payment exclusively or a combination of the two. Employees using accrued sick leave during a period in which they receive worker's compensation under the industrial insurance provisions shall receive full sick leave pay, less any industrial insurance payments for time loss during the sick leave period.

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

ARTICLE 30: REASONABLE ACCOMMODATION OF EMPLOYEES WITH DISABILITIES

30.1 Disability Accommodation

The Employer and Union will comply with all relevant federal and state laws, regulations, executive orders and 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.

- 30.2 An employee who believes that they suffer a disability and requires a reasonable accommodation to perform the essential function 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.

- 30.3 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.

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

- 30.5 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

30.6 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.

30.7 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.

- A. The following pregnancy-related accommodations shall not require health care provider certification and are not subject to an employer's claim of undue hardship:
 - 1. Providing more frequent, longer, or flexible restroom breaks;
 - 2. Modifying a no food or drink policy;
 - 3. Providing seating or allowing the employee to sit more frequently if their job requires them to stand; and
 - 4. Restricting lifting to 17 lbs. or less.

- B. An employee's pregnancy or pregnancy-related health condition may also be accommodated as follows:
 - 1. Job restructuring, part-time or modified work schedules, reassignment to a vacant position, or acquiring or modifying equipment, devices, or an employee's work station;
 - 2. Providing for a temporary transfer to a less strenuous or less hazardous position;
 - 3. Providing assistance with manual labor and limits on lifting;
 - 4. Scheduling flexibility for prenatal visits; and
 - 5. Any further pregnancy accommodation an employee may request.

With respect to these accommodations, the University may request an employee provide written certification from their treating health care provider regarding the need for reasonable accommodation and may deny an employee's request for reasons of significant difficulty or expense.

ARTICLE 31: MISCELLANEOUS LEAVE

31.1 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.

31.2 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

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

- A. Compensable work-related injury or illness, (Article 29)
- B. Military service (Article 28)
- C. Leave for serious health condition taken under the provisions of the Family and Medical Leave article (Article 21)
- D. Leave authorized by the Employer as part of a plan to reasonably accommodate a person of disability (Article 30)
- E. Disability due to pregnancy or childbirth (Article 22)
- F. Parental leave (Article 23)
- G. Union activities (Article 45)

31.4 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
- B. The employee must have a bona fide intention of returning to work following the leave

C. The leave without pay must not, in the discretion of the University, interfere with operational needs.

31.5 Cancellation of Leave Without Pay

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

31.6 Benefits During Leave

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

31.7 Returning Employee Rights.

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

31.8 Educational Leave

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

31.9 Government Service Leave

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

31.10 Volunteer or Community Service Leave

After applicable accrued leave has been exhausted, leave without pay may be granted for community volunteerism or service.

31.11 Formal Collective Bargaining Leave

Leave without pay may be granted to participate in formal collective bargaining sessions authorized by RCW 41.80 as mutually agreed by the parties.

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

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

ARTICLE 32: INCLEMENT WEATHER AND SUSPENDED OPERATIONS

32.1 Inclement Weather

When the University is in operation but an employee is faced with unanticipated problems related to natural disasters or severe weather conditions, the Employer will allow the employee to telework and may make adjustments to the employee's job duties and/or deadlines as appropriate. Employees who are unable to telework may use compensatory time, holiday credit, personal holiday, vacation time off, unpaid time off. Employees designated as essential must make all reasonable efforts to report to work as scheduled.

32.2 Suspended Operations

If the University determined it is advisable due to emergency conditions to suspend the operation of all or any portion of the institution, requiring only employees in performing essential services to report to work the following will govern: Any employee who can successfully accomplish their work away from the worksite has the option to telework. Requests will not be unreasonably denied.

Employees who perform nonessential services are not required to report to work, but may telework if approved by the manager. Employees who perform nonessential services who cannot telework during an operational suspension may request to use compensatory time, holiday credit, personal holiday, or vacation time off, if available. Employees who cannot telework and do not have available time off balances may use unpaid time off.

UW parking in unrestricted spaces shall be provided at no cost to the employee at each campus for which suspended operations have been declared for any staff member designated by their supervisor as essential. Restricted spaces include but are not limited to: disability stalls, time limited stalls, load/unload stalls, pay by space stalls (restricted to pay station parking), university vehicle stalls, metered stalls (restricted to pay meter parking) carpool stalls, UCAR Only staffs, electric vehicle charging stalls, motorcycle stalls, and department reserved stalls. Employees qualified to use a restricted space (for example disabled stalls) shall be able to use the appropriate space.

ARTICLE 33: COMMUNITY SERVICE DAYS

- 33.1 Annually, IHME will grant employees at least 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 or hands-on service, learning or reflection opportunities, or other organized community events.

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

ARTICLE 34: HEALTH AND SAFETY

34.1 Health and Safety

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

34.2 Safety

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

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

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

34.3 Reporting

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

If a supervisor, the Employer-designated safety official, Labor and Industries or Environmental Health and Safety (telephone 206-543-7262) declare a University work site to be hazardous and unfit for work, affected employees may be assigned

to alternative work sites, including telework work sites, until the hazardous condition is rectified. If assignment to an alternative work site is not possible and it is not possible to telework and the supervisor decides to send the employee(s) home, those employees sent home will receive their regular pay for all time the employee(s) is scheduled to work on the day of the incident. For all subsequent days the employee(s) may use accrued leave as appropriate or request make up time as follows:

- A. Employees must request make up time within three (3) working days after operations resume.
- B. Reasonable work must exist and the supervisor must approve the request to work. The time must be made up within ninety (90) calendar days after operations resume.

34.4 Health Examinations

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

34.5 Safety Committees

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

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

34.6 Ergonomics

The supervisor/manager will provide training and equipment for staff to safely perform job functions and avoid injury. Employees should contact their supervisor if job procedures, equipment or workstations lead to risk of injury or work-related musculoskeletal disorders. Further ergonomic guidelines shall be referenced on the Environmental Health and Safety website www.ehs.washington.edu. Employees have the option to request the University of Washington Environmental Health and Safety to perform an ergonomic assessment of their work station.

34.7 Workplace Review

Supervisors will periodically inspect the worksite for the identification of recognized hazards, including ergonomic conditions, and put in place appropriate and feasible mitigations for any identified conditions that may be hazardous to health and safety. Such mitigations may include the use of engineering controls, administrative controls, the use of personal protective equipment, and/or increased training. The organizational unit will determine the appropriate frequency of the inspections and such frequency shall be an appropriate topic for Union Management meetings.

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

34.8 DOSHA Inspections

Each time there is a DOSHA inspection of the Employer's property in an area where SEIU 925 employees perform their duties, the Employer shall contact the Union Office to find out whom the Union designates as the employee representative. If the Union's representative is not present for the inspection, the Employer shall request that the WISHA inspector delay the inspection until the Union's representative can arrive.

34.9 Wellness

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

34.10 Tools and Equipment

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

34.11 Joint Union/Management Committee

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

34.12 Training

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

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

34.13 Safety and Health Grievances

Grievances arising out of violations of this Article will start at Step 2 of the grievance procedure.

ARTICLE 35: HEALTH CARE BENEFIT AMOUNTS

35.1

- 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 35.1 (B) will expire June 30, 2023.

35.2

- 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 benefits 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 PEBB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.

35.3 Wellness

- A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.
- B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

35.4 The PEBB Program shall provide information on the Employer sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.

35.5 Medical Flexible Spending Arrangement

- A. During January 2022 and again in January 2023, the Employer will make available two hundred fifty dollars (\$250) in a medical flexible spending arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in RCW 41.80.020(3), who meets the criteria in Subsection 46.5(B) below.
- B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:

1. Is occupying a position that has an annual full-time equivalent base salary of fifty thousand four dollars (\$50,004) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and
 2. Meets PEBB program eligibility requirements to receive the employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan
 3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2088).
 4. Base salary excludes overtime, shift differential and all other premiums or payments.
- 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 FSSA benefit, including exploring ways for employees to access information in preferred languages.

ARTICLE 36: TRANSPORTATION, TRAVEL, AND COMMUTE REDUCTION

36.1 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.

36.2 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 team and shall be dependent upon operating, business, and customer needs.

36.4 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 5 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.

1. Long-term Telework:

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

2. Occasional Telework:

Employees who have designated IHME HRC as their primary work location may still take advantage of occasional telework. Occasional or temporary telework arrangements of up to four (4) months, may be requested.

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 is not 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

1. their job description specifically indicates otherwise;
2. they qualify as 'essential' staff under EO 27; or
3. 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, professional development, and advancement.
- 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 (3) 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 (2) two monitors, keyboard, mouse, HDMI cables, ergonomically-approved chair, and sit-stand desk feature.
- F. Employees' work status, job duties, and job description will remain consistent with the on-site Employees of the same job classification, except that an employee may be required to make periodic trips to an Employer site for meetings. 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. Policies around teleworking will be considered appropriate subjects for Joint Labor Management Meetings.

36.5 Travel

Any employee required to travel to a place of work other than their regular official duty station shall be reimbursed for travel costs if eligible, in accordance with University of Washington Administrative Policy Statements, Section 70. All provisions in Article 11 Overtime will apply to travel.

ARTICLE 37: LATE NIGHT WORK MEALS AND TRANSPORTATION

Late night work is defined as working three (3) hours or more past the end of the employee's regularly scheduled day, in the IHME office, in order to meet work expectations and deadlines.

37.1 The Employer will provide a meal, when late night work is performed.

37.2 Upon request, taxi or ride share service will be provided for any late night work performed after the regular office is closed and/or when the employee's safety is

of concern. Employees will have access to Husky Night Walk and UW Night Ride services in accordance with University policy.

ARTICLE 38: PERSONNEL FILES

38.1 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).

38.2 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.

38.3 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.

38.4 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.

38.5 Medical Files

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

- 38.6 Adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrongdoing, and/or any documents removed pursuant to Article 39 Corrective Action, will be promptly removed from the employee's files. The Employer may retain this information in a legal defense file in accordance with the prevailing Washington State law. The Employer may retain information relating to employee misconduct or alleged misconduct if the employee requests that the information be retained.

ARTICLE 39: CORRECTIVE ACTION

- 39.1 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.

39.2 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.
- 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.

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.

D. An interpreter can be requested by either party and will be provided.

39.3 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.

39.4 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.

39.5 Formal Counseling

Formal counseling (may involve administrative personnel other than the employee's immediate supervisor) including the development of a written action plan. The action plan will identify specific problem areas, performance objectives, suggestions for remedying, and a timeframe for improvement. Prior to issuance of formal counseling, a meeting may be scheduled by the employer or requested by the employee to give the employee an opportunity to make their case before the final decision is made. Employee requests for such a meeting will be granted. An employee is entitled to representation at this meeting.

39.6 Final Counseling

Final counseling (may involve administrative personnel other than the employee's immediate supervisor) including action plan discussion and revision, where appropriate. A decision-making period of one (1) day of paid time away from the work site for the employee to consider the consequences of failure to follow the action plan may be used at this step. If the Employer decides to provide a decision-making day, the employee will be given a list of expectations and problem statements prior to the day taking place.

39.7 Dismissal

Prior to dismissal, a pre-determination meeting will be scheduled to give an employee an opportunity to make their case before the final decision is made. The employee has the right to have a union representative present at the pre-determination meeting. At least five (5) days prior to the meeting, the employee will be informed in writing of the reasons for the contemplated dismissal and given referenced documentation. The employee will be furnished with written notification of the outcome of the pre-determination hearing.

39.8 Demotion

Demotion of Leads may be initiated by the Employer at any step of the Corrective Action process.

39.9 Removal of Records

Upon written request by the employee, any formal or final counseling, excluding those for workplace violence or University policies against harassment, discrimination, or retaliation, will be removed from an employee's personnel file after three (3) years if the following criteria have been met:

- A. Circumstances set forth in writing, and as determined by the University do not warrant a longer retention period; and
- B. There has been no subsequent corrective action.

Nothing in this Article prevents the Employer from agreeing to an earlier removal date.

Once a corrective action has been removed from the employee's file as outlined above, the information removed will not be used in subsequent corrective action, unless mutually agreed otherwise.

39.10 Grievability/Arbitrability

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

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

ARTICLE 40: EMPLOYEE ASSISTANCE PROGRAM

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.

ARTICLE 41: LAYOFF, SENIORITY, LAYOFF, REHIRE

41.1 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. Calendar days spent 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 45.5 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. 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 least two applicants that meet the minimum qualifications.

41.2

- A. Layoff

Whenever it becomes necessary for the Employer to reduce its workforce due to lack of work, lack of fund, 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. The Employer shall not lay off bargaining unit employee's in lieu of disciplinary action.
 - 2. Employees will be laid off in accordance with seniority, as defined in Article 41.1 (c).

B. Formal Employment Option

The employee affected by the reduction in force shall be considered first and offered the following employment options in descending order, provided they meet the essential skills (defined as the minimum qualifications listed in the job description for the classification and any specific position requirements or credentialing) of the offered position:

1. A funded vacant position in the same or similar IHME job profile in their current grade, as determined by the Employer.
2. A funded vacant position within the same or similar IHME job profile series in a lower grade, as determined by the Employer.
3. 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.

C. 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 exercising available layoff rights under 41.1. The employee must exercise this choice within three (3) working days of the increase or reduction notice.

D. Voluntary Layoff.

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

41.3 Rehire

- A. The Employer shall make a concerted effort to re-employ bargaining unit members on the rehire list. Employees without employment options may be placed on the rehire list for the same or similar job profile, as determined by the Employer, from which the employee was laid off for twenty-four (24) months.

B. Rehire Trial Period

Employees placed into vacant positions from the rehire list will serve a three (3) month rehire trial period. During the rehire trial period either party may, at its sole discretion and without resort to the grievance procedure, initiate return to the rehire list. Time spent in a rehire trial period will not count toward the twenty-four (24) month rehire list period. The three (3) month rehire trial period will be adjusted to reflect any paid or unpaid leave taken during the period.

C. Removal from Rehire List(s)

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

1. If placement does not occur within twenty-four (24) months,
2. If the employee accepts or rejects two offers of placement from any rehire list for a position with the same FTE status and pay as the position from which the employee was laid off.
3. Employees who notify the UW they want to be removed from the rehire list.

D. Affirmative action goals and recognition of extraordinary work performance may be considered at any point during the layoff or rehire process.

ARTICLE 42: RESIGNATION AND ABANDONMENT

42.1 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.

42.2 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 (3rd) 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 5.

42.3 Separated employees have the right to compensation for compensation time according to University policy.

ARTICLE 43: 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.

43.1 Joint Labor Management

IHME and the Union will discuss common trends from exit interviews at a joint labor management meeting at least annually.

43.2 Confidentiality

Both parties will keep individual responses from exit interviews anonymous, and discuss common themes and aggregated statistics.

43.3 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.

ARTICLE 44: CONTRACTING

The University will not contract out work which results in the layoff or reduced FTE status of bargaining unit employees.

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.

ARTICLE 45: UNION ACTIVITIES, RIGHTS, AND STEWARDS

45.1 Staff Representatives

- A. Within thirty (30) calendar days from the effective date of this Agreement, the Union shall provide IHME HR and the Office of Labor Relations a list of

staff representatives. The Union shall provide written notice to the Employer of any changes within thirty (30) calendar days of the change.

- B. Staff representatives may access University premises to carry out representational activities. The representative shall notify local management prior to their arrival and shall not interrupt the normal operations of the institution. The staff representative may meet with bargaining unit employees in non-work areas during non-work times.

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

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

45.2 Steward Release Time

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

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

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

- A. The Union shall prevail upon all employees in the bargaining unit and especially Union stewards, to make a diligent and serious attempt to resolve complaints at the lowest possible level. The Employer, likewise, shall prevail upon its supervisory personnel to cooperate fully with the Union stewards and other Union representatives in the speedy resolution of any grievance that may arise.
- B. Union stewards shall primarily conduct representational duties only within their designated area of jurisdiction. Stewards may represent members in another jurisdiction if the steward designated for that other jurisdiction is unavailable (e.g. away on approved leave), has a conflict, or if there is no

steward in that area. In the event that a steward is unavailable, the steward of the next geographically closest designated jurisdiction will be contacted to represent the employee. The number of stewards in a particular area and the jurisdiction they serve shall be an appropriate subject of discussion between the Union and the Employer.

- C. The Union agrees to submit an up-to-date list to IHME HR and the Office of Labor Relations once per month indicating the name of all Union stewards, their work locations, team and designation as a Lead, Chief, or Officer. In any event, said list shall be submitted at least annually with changes noted as they occur. Union stewards shall be recognized when IHME HR and the Office of Labor Relations is informed of their appointment. Stewards shall be assigned by the union. Lead Stewards, Chief Stewards, and Local/Chapter officers shall be recognized to have broader jurisdictions.
- D. Whereas it benefits the University to have Union stewards who understand the contract and are trained in administration of the contract, each of the Union's stewards shall be allowed a total of eight (8) working hours annually without loss of pay to participate in the Union's steward training program. Said time off shall be approved in advance by the employee's supervisor and shall be contingent upon the ability to provide coverage during the time off.

The Union shall submit to IHME HR and the Office of Labor Relations at least fifteen (15) days in advance the names of the employees (with their respective supervisors) that are scheduled to participate in the training. The Union will confirm the employee's participation in the training upon completion.

E. New Steward Training

Where the Union requests in advance of an investigatory meeting or grievance hearing that a second steward be present to be trained or to provide steward training This release will be approved without loss of pay or recorded work time subject to the operational needs of the second steward's department. No overtime or compensatory time will be earned for participation and no steward shall attend as a second steward more than once.

45.3 Union Business Activities

- A. Employees who intend to absent themselves from work for the purpose of attending and participating in Union business functions or programs, such as meetings, conventions, seminars, or other authorized meetings or to work for the Union on a temporary basis at the Union's request, may do so with supervisory approval. The Employee may use paid or unpaid time

consistent with University policy, including compensatory time, holiday credit, personal holiday, accrued vacation time, or unpaid time off.

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

45.4 Use of State Facilities, Resources, and Equipment

A. Meeting Space and Facilities

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

B. E-mail, Fax Machines, the Internet, and Intranets

Union delegates, and members may utilize state owned/operated equipment to communicate with the Union and/or the Employer only for the exclusive purpose of administration of this Agreement. Such use will:

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

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

C. Bulletin Boards and Distribution of Union Material

Upon request, space will be made available to the Union on bulletin boards in those areas where bargaining unit employees work or frequent, for the posting of notices and information pertaining to official business of the Union. Materials posted on Union bulletin boards without the signature of a recognized Union officer or representative may be removed. If digital bulletin boards become available, upon request, the parties will meet to discuss possible access.

Employees shall have the right to distribute official Union information materials. Such distribution of official material shall not interfere with the

work assignments of employees who are on duty. Further, such distribution activities must be held in locations which cause no interference with the normal operations or with any employees who may not be involved or interested.

45.5 Temporary Employment with the Union

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

45.6 Information Requests

- A. Upon written request of the Union to the Office of Labor Relations (laborrel@uw.edu), the Employer will provide relevant information necessary for conducting representational duties.
- B. The Employer will acknowledge receipt of the information request and will provide the union with a date by which the information is anticipated to be provided.
- C. When the Union submits a request for information that the Employer believes is unclear or unreasonable, the Employer will contact the Union and the parties will discuss the relevance and necessity of the request. The costs associated with the request and the amount the Union may pay for receipt of the information may also be discussed.

ARTICLE 46: JOINT UNION MANAGEMENT COMMITTEE

46.1 Committee Purpose and Membership

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

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

The Employer will discuss with representatives of the Union significant changes affecting institutional conditions of employment generally affecting bargaining unit

employees sufficiently in advance of the targeted implementation date of said changes so that reasonable alternative proposals can be adequately considered by the Joint Union-Management Committee.

46.2 Meetings

Committee meetings may be requested by an authorized representative of either party. Requests for a quarterly meeting shall be honored; however, once convened, the committee may meet more or less frequently as mutually agreed between the parties.

At least one (1) weeks' notice shall be given to members of any agreed upon meetings and the agenda. Committee meetings shall normally be held during University business hours and at a mutually agreeable time and date. Employee members shall experience no loss in salary for meeting participation. Time spent in meetings will be considered time worked by employees. Supervisors will make accommodation so that employees can attend joint union management committee meetings.

46.3 Limitations

Committee meeting topics shall be limited to subjects of group rather than individual concern, and the committee shall not discuss grievances properly processed under Article 5 of the Agreement. Further, it is not intended that this Article obligate in any way either part to negotiate on personnel matters covered in this Agreement or to alter, limit, restrict, or reduce prerogatives of either party otherwise provided in this Agreement.

46.4 Team Labor Management

In an effort to resolved workplace problems collaboratively and at the lowest level, staff are strongly encouraged to bring concerns about staffing and other working conditions to the attention of IHME HR. SEIU Local 925 can request that IHME HR and/or the Office of Labor Relations set up a Joint Labor Management meeting for the involved parties. The Union can also place on the agenda of any IHME HR and/or Labor Management meeting issues of staffing and/or other working conditions in particular teams/units.

ARTICLE 47: PRIVACY

47.1 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.

47.2 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.

ARTICLE 48: SALARY OVERPAYMENT RECOVERY

48.1 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, or
 - b. Cash, or
 - c. Check (separated employee), or
 - 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 the 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 the employee's final pay

C. Neither A nor B above are required for employee reported overpayments and/or employee corrected time including leave submittal corrections. All employee initiated overpayment corrections may be collected from the next available pay check.

D. 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.

ARTICLE 49: TUITION EXEMPTION PROGRAM

49.1 The Tuition Exemption Program is one of the University of Washington's most valuable benefits. Eligible employees who wish to take a course in addition to their regular work responsibilities may participate in the University's tuition exemption program as authorized by applicable state law and University policy set forth in the Administrative Policy Statement 22.1. Subject to operational needs and management discretion, supervisors will make a good faith effort to allow the use of flex time for employees who wish to take a class during their regular work hours. The course is not required to benefits IHME.

49.2 Release Time and Fees

When an employee is required to take a tuition exempt class by the Employer, all fees and related costs will be paid by the Employer. Required attendance outside of regular working hours will be considered time worked.

49.3 Registration

Employees will be allowed to register for class on the same timeline as Access students.

ARTICLE 50: PERSONAL SERVICES

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.

ARTICLE 51: REPRESENTED LIMITED TERM HOURLY EMPLOYEES

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

51.1 Definition

The term Represented Limited Term Hourly Employee shall mean an hourly paid employee doing bargaining unit work on an hourly basis for less than twenty (20) hours per week for a term no longer than six (6) months. This is an hourly

position and has no FTE percentage. Represented Limited Term Hourly positions may be extended upon request by IHME Human Resources and approval by HR Compensation

51.2 Hours of Work and Overtime

Hours of work for Represented Limited Term Hourly Employees shall be established by the employing official. Work hours assigned in excess of forty (40) hours in a seven (7) day work week constitutes overtime. Overtime hours will be compensated at a rate of one-and-one-half (1 ½) times the employee's straight time hourly rate.

51.3 Probationary Period

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

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

51.4 Compensation

The Salary schedules for Represented Limited Term Hourly Employees shall be incorporated into this Agreement as Appendix 1.

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

51.5 Holiday Premium

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

51.6 Sick Leave

- A. Employees will accrue one (1) hour of sick leave for every forty (40) hours worked (0.025 per hour).
- B. Sick leave accrues at the end of the month and is available for use the following month.
- C. Accrued sick leave may be used:

1. in accordance with Article 20
2. for the suspension of operations when the employee's workplace has been closed by a public health official for any health related reason; and
3. when the employee's child's school or day care has been closed by a public health official for any health related reason.

D. Carryover and Separation

Employees may only carryover a maximum of forty (40) hours of accrued sick leave each calendar year. Accrued sick leave is not paid at separation.

ARTICLE 52: CONTRACT DISTRIBUTION

52.1 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.

52.2 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.

ARTICLE 53: UNION MEMBERSHIP, DUES DEDUCTION, AND STATUS REPORTS

53.1 Dues Deduction

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

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

53.2 Indemnification

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

53.3 Remittance of Dues

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

53.4 Revocation

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

53.5 Listing of Employees

A. Authorized Use - All Reports

The information contained in the requested reports would be provided to each Union for the sole and exclusive purpose of enabling the Union to fulfill their representational responsibilities as the collective bargaining representative for the UW employees about whom the information is requested. No personally identifiable data will be published or shared by the Union, except among those within each Union with a need-to-know for the purpose of enabling the Union to fulfill its representational responsibilities as the collective bargaining representative for the University employees about whom the data or information is requested.

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

Each pay period UW shall provide the following four reports electronically in EXCEL format

- A. Total Compensation and deductions
 - Name
 - Home Address
 - Home phone
 - Cell phone

Work phone
Work location (building)
Work location (address)
Work station or office (suite and/or number)
Employee ID number
Personal Email
UW email
UW mailbox
Employment status
Employment status effective date
Job classification
Department
Pay grade
Pay step
Pay rate salary
Hourly rate
Supervisor
Supervisor email
Race
Gender
DOB
Date of hire
Job title
Job class code
Shift
Deduction amount dues
Deduction amount other
Deduction amount COPE
Total wages for the pay period
Total base pay for pay period
Total overtime pay for pay period
Total overtime hours per pay period
Total hours worked in the pay period
Days in the pay period
Total hours for each class/type of differential and or/ premium pay for the pay period
Total wages for each class/type of differential and or/ premium pay for the pay period
Total wages year to date.
Pension plan enrollment (which plan)
Position number
Medical plan enrollment (which plan)
Bargaining Unit
Total FTE
Anniversary date (step date)

Employment status (regular fulltime, regular part time, hourly, Project Appointment part time, Project Appointment full time)

B. All appointment list

All information above with wages and codes organized by appointment including:

ID by each worker.
Appointment budget number(s)
Beginning date
End date
Department and /or hiring unit
College/Org name
Job Classification
Job Classification Code
Full time salary or hourly rate
Appointment/FTE Percentage
Appointment status
Appointment term
Distribution line information.
Position number
Earnings in last pay cycle
Hours worked in last pay cycle
FTE in last pay cycle

C. Change Report

Name,
Job classification,
Job classification code,
Department,
Employee ID,
Original hire date,
Status change date,
Termination/separation date if any,
Reason for status change, nature of status change,
Reason for termination/separation
LOA effective date,
Nature of LOA
New hire date
New Hire

D. Vacancy Report

Position Number,
Job Classification
Date of vacancy
Elimination date of vacancy

Reason for elimination (filled, deleted, transferred to a different classification/status)

53.6 Privacy Rights of Union Members

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

ARTICLE 54: MANAGEMENT RIGHTS AND RESPONSIBILITIES

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.

ARTICLE 55: SUBORDINATION OF AGREEMENT AND SAVINGS CLAUSE

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

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

ARTICLE 56: DURATION

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

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

Articles, MOUs, and Side Letters with specific effective or implementation dates shall be effective accordingly. Additionally, Appendix I Job Classification and Article 53 Union Membership, Dues Deduction, and Status Reports will be effective January 1, 2021.

APPENDIX I: JOB CLASSIFICATIONS

New Job Code	Grade	New Job Profile Title	IHME Working Title	Minimum (Monthly)	Minimum (Annual)	Maximum (Monthly)	Maximum (Annual)
11823	8	IHME Research Scientist I (E S 8)	Evaluation Specialist	\$6,667	\$80,004	\$10,625	\$127,500
			Research Analyst	\$6,667	\$80,004	\$10,625	\$127,500
			Researcher	\$6,667	\$80,004	\$10,625	\$127,500
11824	9	IHME Research Scientist II (E S 9)	Evaluation Scientist	\$7,917	\$95,004	\$13,167	\$158,004
			Research Scientist	\$7,917	\$95,004	\$13,167	\$158,004
11826	7	IHME Data Library Curator I (E S 7)	Data Library Curator	\$5,417	\$65,004	\$9,101	\$109,212
11827	8	IHME Data Library Curator II (E S 8)	Data Library Curator II	\$6,250	\$75,000	\$10,625	\$127,500
11828	7	IHME Data Services Specialist I (E S 7)	Data Services Specialist	\$5,417	\$65,004	\$9,101	\$109,212
11829	8	IHME Data Services Specialist II (E S 8)	Data Services Specialist II	\$6,250	\$75,000	\$10,625	\$127,500
			Senior Data Publisher	\$6,250	\$75,000	\$10,625	\$127,500
11830	7	IHME Data Analyst (E S 7)	Data Analyst	\$5,634	\$67,608	\$9,273	\$111,276
			Data Analyst, Engagement	\$5,634	\$67,608	\$9,273	\$111,276
			Data Analyst, Evaluations	\$5,634	\$67,608	\$9,273	\$111,276
			Data Analyst, Publications	\$5,634	\$67,608	\$9,273	\$111,276
			GIS Analyst	\$5,634	\$67,608	\$9,273	\$111,276
11831	8	IHME Data Specialist (E S 8)	Data Specialist	\$6,667	\$80,004	\$10,882	\$130,584
			GIS Specialist	\$6,667	\$80,004	\$10,882	\$130,584
11832	7	IHME Data Extraction Analyst (E S 7)	Data Extraction Analyst	\$5,634	\$67,608	\$9,273	\$111,276
11833	8	IHME Data Extraction Specialist (E S 8)	Data Extraction Specialist	\$6,667	\$80,004	\$10,882	\$130,584
11837	7	IHME Proposal Development Coordinator (E S 7)	Proposal Development Coordinator	\$5,417	\$65,004	\$9,273	\$111,276

New Job Code	Grade	New Job Profile Title	IHME Working Title	Minimum (Monthly)	Minimum (Annual)	Maximum (Monthly)	Maximum (Annual)
			Research Coordinator	\$5,417	\$65,004	\$9,273	\$111,276
			Technical Project Coordinator	\$5,417	\$65,004	\$9,273	\$111,276
11838	8	IHME Proposal Development Officer (E S 8)	Proposal Development Officer	\$6,667	\$80,004	\$10,858	\$130,296
21876	6	IHME Editorial Assistant (NE S 6)	Editorial Assistant	\$4,584	\$55,008	\$6,015	\$72,180
11857	7	IHME Editorial Coordinator (E S 7)	Editorial Coordinator	\$5,417	\$65,004	\$6,884	\$82,608
11840	8	IHME Scientific Editor I (E S 8)	Publications Officer	\$6,667	\$80,004	\$7,765	\$93,180
			Scientific Editor	\$6,667	\$80,004	\$7,765	\$93,180
11841	9	IHME Scientific Editor II (E S 9)	Senior Scientific Editor	\$7,917	\$95,004	\$9,244	\$110,928
			Scientific Writer	\$7,917	\$95,004	\$9,244	\$110,928
11842	10	IHME Scientific Editor III (E S 10)	Senior Scientific Writer	\$8,750	\$105,000	\$14,515	\$174,180
11843	8	IHME Engineer I (E S 8)	Associate Database Administrator	\$6,667	\$80,004	\$9,477	\$113,724
			Associate Database Developer	\$6,667	\$80,004	\$9,477	\$113,724
			Associate Full Stack Developer	\$6,667	\$80,004	\$9,477	\$113,724
			Internal Tools Developer	\$6,667	\$80,004	\$9,477	\$113,724
			Research Engineer	\$6,667	\$80,004	\$9,477	\$113,724
			Software Developer	\$6,667	\$80,004	\$9,477	\$113,724
			System Administrator	\$6,667	\$80,004	\$9,477	\$113,724
11844	9	IHME Engineer II (E S 9)	Senior System Administrator	\$9,600	\$115,200	\$12,500	\$150,000
			Software Developer II	\$9,600	\$115,200	\$12,500	\$150,000
			Full Stack Web Developer	\$9,600	\$115,200	\$12,500	\$150,000
			Software Engineer	\$9,600	\$115,200	\$12,500	\$150,000

New Job Code	Grade	New Job Profile Title	IHME Working Title	Minimum (Monthly)	Minimum (Annual)	Maximum (Monthly)	Maximum (Annual)
11845	10	IHME Engineer III (E S 10)	HPC DevOps Engineer	\$10,417	\$125,004	\$14,167	\$170,004
			Software Developer III	\$10,417	\$125,004	\$14,167	\$170,004
			Software Engineer II	\$10,417	\$125,004	\$14,167	\$170,004
			Software Engineer III	\$10,417	\$125,004	\$14,167	\$170,004
			Systems and Database Engineer	\$10,417	\$125,004	\$14,167	\$170,004
			Software Architect	\$10,417	\$125,004	\$14,167	\$170,004
11846	9	IHME Database Administrator/Developer I (E S 9)	Database Administrator	\$9,600	\$115,200	\$12,500	\$150,000
			Database Developer	\$9,600	\$115,200	\$12,500	\$150,000
11847	10	IHME Database Administrator/Developer II (E S 10)	Database Developer II	\$10,417	\$125,004	\$14,167	\$170,004
			Database Administrator II	\$10,417	\$125,004	\$14,167	\$170,004
11848	7	IHME Education and Training Coordinator (E S 7)	Education & Training Coordinator	\$5,417	\$65,004	\$7,049	\$84,588
11849	8	IHME Education and Training Specialist (E S 8)	Instructional Designer	\$6,667	\$80,004	\$8,112	\$97,344
			Learning and Training Officer	\$6,667	\$80,004	\$8,112	\$97,344
11851	6	IHME Information Specialist I (NE S 6)	Digital Communications Specialist	\$4,584	\$55,008	\$6,098	\$73,176
			Engagement Coordinator	\$4,584	\$55,008	\$6,098	\$73,176
11852	7	IHME Information Specialist II (E S 7)	Engagement Specialist	\$5,417	\$65,004	\$6,953	\$83,436
11853	8	IHME Information Specialist III (E S 8)	Communications Officer	\$6,250	\$75,000	\$7,838	\$94,056
			Digital Marketing Officer	\$6,250	\$75,000	\$7,838	\$94,056

New Job Code	Grade	New Job Profile Title	IHME Working Title	Minimum (Monthly)	Minimum (Annual)	Maximum (Monthly)	Maximum (Annual)
11834	8	IHME Engagement Officer (E S 8)	Engagement Officer	\$6,250	\$75,000	\$7,838	\$94,056
11858	7	IHME Graphic Designer I (E S 7)	Graphic Designer	\$5,417	\$65,004	\$6,925	\$83,100
11859	8	IHME Graphic Designer II (E S 8)	Senior Graphic Designer	\$6,667	\$80,004	\$7,856	\$94,272
11856*	X	IHME Limited Term Appointment (Hourly)	IHME LTA Hourly		\$26.45		\$83.74

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 minimum of the comparable IHME-925 salaried job, and not to exceed the hourly equivalent of the maximum of the comparable IHME-925 salaried job.*

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UW – IHME)
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925 (SEIU 925)**

MOU: DIVERSITY, EQUITY, AND INCLUSION

- 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.
- 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 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 with regard to recruitment, retention, mentorship, advancement, and institute-wide trainings. These initiatives may emerge from the work performed by the consulting firm 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 recruit applicants from underrepresented groups (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.) 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 the places where positions are posted (websites, college forums, etc.). Upon request, the list will be made available to the Union.
- 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 firm. The Union and IHME may discuss available workshops including the frequency of these workshops in JLMs.

- G. Any member of an interview team is required to have taken all trainings required for Senior Management.
- H. Engagement Survey
UW – IHME will incorporate DEI-related questions into surveys intended to assess organizational health.
- I. Gender-Inclusive Environment.
IHME supervisors and management will respect the gender identities of all it's employees and use the pronouns each employee has established for themselves. IHME is committed to using gender-inclusive language in its employee communications.
- 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.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UW – IHME)
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925 (SEIU 925)

MOU: IMPLEMENTATION OF APPENDIX 1 JOB CLASSIFICATIONS

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

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UW – IHME)
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925 (SEIU 925)

MOU: 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.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UW – IHME)
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925 (SEIU 925)

MOU: MARKET ADJUSTMENTS AND SALARY SURVEY

A. IHME Salary Survey

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

B. On July 1, 2022, the minimum salary for all titles listed in Appendix 1 will be increased by two percent (2%). Employees paid above the minimum salary will have their salary increased by two percent (2%).

C. Wage Reopener

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UW – IHME)
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925 (SEIU 925)**

MOU: PROMOTIONAL REVIEWS AND IN-GRADE REVIEWS

- A. Upon ratification, IHME will create a promotion and in-grade salary pool for IHME employees in this Union. The pool will consist of at least one percent (1%) of the salary of the IHME employees in this Union. IHME will notify supervisors and managers of the creation of the pool and the process for submission. The effective date of approved promotions and in-grade adjustments will be July 1, 2020.
- B. In March 2021, IHME will create a promotion and in-grade salary pool for fiscal year 2022 for IHME employees in this Union. The pool will consist of at least one percent (1%) of the salary of the IHME employees in this Union. The effective date of approved promotions and in-grade adjustments will be July 1, 2021.
- C. In March 2022, IHME will create a promotion and in-grade salary pool for fiscal year 2023 for IHME employees in this Union. The pool will consist of at least one percent (1%) of the salary of the IHME employees in this Union. The effective date of approved promotions and in-grade adjustments will be July 1, 2022.
- D. In March 2023, IHME will create a promotion and in-grade salary pool for fiscal year 2023 for IHME employees in this Union. The pool will consist of at least one percent (1%) of the salary of the IHME employees in this Union. The effective date of approved promotions and in-grade adjustments will be July 1, 2023.
- E. IHME HR, in consultation with UW HR Compensation, will set guidelines for annual promotions and in-grade adjustments.
- F. Unless otherwise specified in this Article, promotional opportunities and in-grade adjustments offered will be determined by the Employer and not grievable under any article in this Agreement except Article 2 Non-Discrimination.

SIDE LETTER A: COVID PREVENTION

The parties agree to the following regarding COVID Prevention:

Within forty-five (45) 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.

SIDE LETTER B: DREW FULLMER POSITION REVIEW

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

Within thirty (30) days post ratification, UWHR Compensation will begin a position review of Drew Fullmer in accordance with Article 15 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.

The Side Letter expires upon completion of the position review.

SIDE LETTER C: IHME WORKING TITLES

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 evaluate 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 lead to UW Compensation considering whether to update existing classification specifications or create new ones in accordance with Article 15 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, II, and III	IHME Scientific Writer II
IHME Full Stack Developer II, III, and IV	IHME Digital Communications Coordinator
IHME Database Administrator II	IHME Digital Communications Specialist
IHME Database Developer II	IHME Digital Communications Officer
IHME Internal Tools Developer II, III, and IV	IHME Digital Marketing Officer

SIDE LETTER D: 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 (6) months of ratification, the Employer will update the Union on the development of a funding proposal that 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.

SIDE LETTER E: 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 one day prior to the expiration of the agreement as listed Article 56 Duration.

SIGNATORIES

The parties, by their signatures below, accept and agree to the terms and conditions of this collective bargaining agreement.

Executed this 18th day of November 2020.

SEIU 925 - IHME:

University of Washington:

Karen Hart

Mindy Kornberg
Vice President for Human
Resources

Banks Evans
Assistant Vice President for
Labor Relations

Approved as to form:

Assistant Attorney General

Ali Bowman

Brandon Cunningham

Erika Currier

Rachel Feldman

Scott Glenn

Vinnie Iannucci

Jim Liner

Jessica Rawlings

Brie Ripley

Lauren Schaeffer

Kjell Swedin