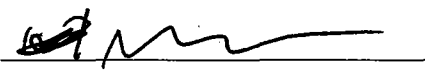
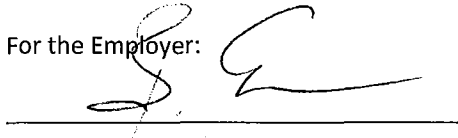

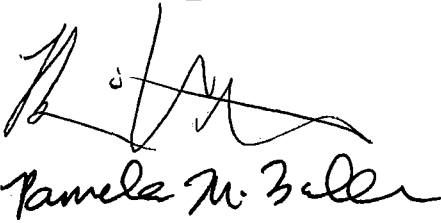
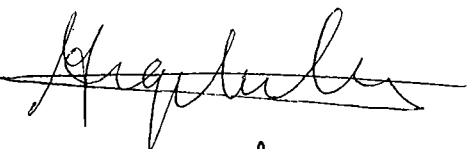
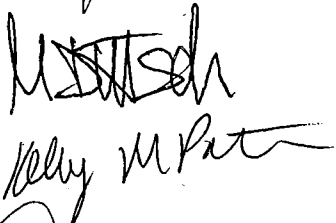




Article XX Preamble

This Agreement is made and entered into by and between the University of Washington, hereinafter referred to as the "University" or the "Employer" and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union 4121 hereinafter referred to as the "UAW" or the "Union." It is the intent and purpose of this collective bargaining agreement (the "Agreement") to provide a harmonious and cooperative relationship between both parties.

Tentatively Agreed To:	
For the Union:  Date: 10/12/18	For the Employer:  Date: 10/12/18



Pamela M. Zeller


Kelly M. Pat


Mark Medoff
Alex L. ...

ARTICLE XX – PURPOSE AND INTENT

Section 1. It is the purpose of this Agreement to provide for the wages, hours and terms and conditions of employment of the employees covered by this Agreement, to recognize the continuing joint responsibility of the parties to provide efficient and uninterrupted services and satisfactory employee conduct to the public, and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences between employees and the Employer. The parties agree that the provisions contained within this agreement and/or University policy shall apply to Postdoctoral Scholar appointments. The parties also agree that none of the provisions of the University Faculty Code and Governance shall apply because none of the Postdoctoral Scholar appointments covered by this agreement are faculty appointments.

Section 2. The University will not engage in any activity or enter an agreement or otherwise discuss with any other group or individual for the purpose or effect of undermining the Union as the representative of individuals in the unit.

Section 3. If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of this Agreement, in any respect, any such changes shall be effective only if reduced to writing and executed by the authorized representatives of the University and the International Union, UAW and its Local Union.

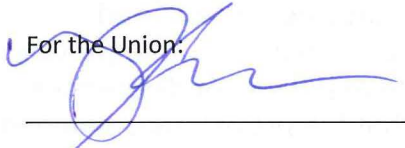
Section 4. Mandatory Subject

- A. The Employer shall satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the union staff representative in writing of these changes. The Union may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. The Union will notify Labor Relations in writing of any demands to bargain. In the event the Union does not request discussions and/or negotiations within thirty (30) calendar days, the Employer may implement the changes without further discussions and/or negotiations. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer shall notify the Union as soon as possible.
- B. Prior to making any change in written agency policy that is a mandatory subject of bargaining; the Employer shall notify the Union and satisfy its collective bargaining obligations per Article XX.
- C. Unless agreed otherwise, the parties agree to begin bargaining within thirty (30) calendar days of receipt of the request to bargain. A valid request to bargain must include at least three (3) available dates and times to meet. If the union makes a request for information at the same time as the request to bargain, the thirty (30) calendar days will not begin until the information request has been fulfilled.

1 Information requests made after the request to bargain will not delay the
2 scheduling of discussion and/or negotiations. The parties shall agree to the
3 location and time for the discussions and/or negotiations.
4
5

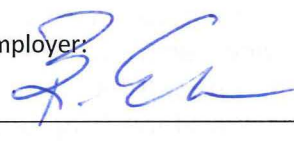
6 Tentatively Agreed To:

7
8 For the Union:

9 
10 _____

11 Date: 05/06/2019

For the Employer:



12 Date: 5-6-19

13 













ARTICLE XX APPOINTMENTS AND REAPPOINTMENTS

A. TERMS OF SERVICE

1. Postdoc appointments are full-time and limited term, with fixed start and end dates. Nothing shall preclude the University from appointing or reappointing Postdoctoral Scholars for durations longer than the minimums required in this Article.
2. The initial appointment of a Postdoctoral Scholar (XXXXX) or Postdoctoral Scholar Fellow (XXXXX) at the University shall be for a minimum of one (1) year. Length of appointment into the Interim Postdoctoral Scholar (XXXXX) ~~title classification are is~~ described in Article XX: Title and Classifications.
3. ~~The first~~ reappointment of a Postdoc shall be for a minimum of one (1) year, except that a reappointment may be for a lesser duration if any of the following apply:
 - a) there is insufficient funding for a full year
 - b) the continuation of the project is less than one (1) year,
 - c) visa limitations, or
 - d) eligibility within the Postdoctoral Scholar title has been exhausted.

B. NOTICE OF APPOINTMENT/REAPPOINTMENT

1. As soon as practicable, but no later than seven (7) calendar days after the start of the initial appointment the University shall provide a Postdoc a written notice of appointment, as described below.
2. As soon as practicable, but no less than thirty (30) calendar days prior to the start of a reappointment, the University shall provide a Postdoctoral Scholar a written notice of reappointment, as described below.
3. The appointment/reappointment notice shall include:
 - a) job title;
 - b) beginning and end dates of the appointment;
 - c) immediate supervisor's name(s);
 - d) academic appointing unit, and hiring unit if different;
 - e) anticipated place of employment (location of worksite – e.g., main campus, remote location, medical center);
 - f) a brief description of the anticipated research project(s);
 - g) funding information available to the University at the time of appointment including: salary/stipend amount;
 - h) a summary of applicable benefits;
 - i) Information about the need to develop an Individual Development Plan (IDP)
 - j) Any applicable support for travel
 - k) anticipated training requirements
 - l) a statement that the Postdoc is exclusively represented by the UAW, and the website address for the Union and the Agreement;

- 1 m) a statement that the University maintains individual personnel files and that
- 2 the Postdoctoral Scholar may access their file in accordance with the
- 3 provisions of **Article** __ – Personnel Files;
- 4 n) name of a person to contact for information regarding the appointment (with
- 5 contact information);
- 6 o) the link to the International Scholars Office (ISO)
- 7 4. The University may provide additional information in appointment/reappointment letters
- 8 (e.g., whether the appointment is renewable, and the conditions for such renewal).

TA^{id} for Union

4/11/19

Employee

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[Handwritten signature]

[Handwritten signature]

Alex L. White

Jim Capra

Maggie

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ARTICLE XX – CHILDCARE

4 Effective January 1, 2020, the University will create a fund to assist in childcare
5 expenses, making available thirty thousand dollars (\$30,000) per year to a Postdoctoral
6 Scholar childcare fund. The UAW will be responsible for determining eligibility criteria for
7 appropriate distribution based on Postdoctoral Scholar need. The University will be
8 responsible for distributing these funds annually in December (first distribution
9 December 2020). The eligibility criteria to be utilized by the UAW will be provided to the
10 University at the beginning of each calendar year.

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Tentatively Agreed To:	
For the Union: <u><i>Karen M. Miller</i></u> Date: <u>May 29, 2019</u>	For the Employer: <u><i>R. E.</i></u> Date: <u>5-29-19</u>

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1 **ARTICLE XX – CORRECTIVE ACTION AND DISMISSAL**
2

3 **XX.1** The University may issue corrective action or dismiss a Postdoctoral Scholar for
4 just cause. It is recognized that Postdoctoral Scholar appointments cease at the end of
5 a designated period, and these cessations are not subject to the just cause
6 requirement. Such corrective action may take the following forms:

7 a. **Letter of warning** is a written communication that informs the
8 Postdoctoral Scholar of the nature of the inadequate performance or misconduct;
9 the requirements for continuation in their appointment; and the probable
10 consequence of continued inadequate performance or misconduct.
11

12 b. **Suspension** is a University required cessation from work activities for a
13 specified period of time, and includes loss of pay, access to University property
14 and parking and library privileges.
15

16 c. **Dismissal** is the termination of a Postdoctoral Scholar's appointment initiated
17 by the University, prior to the appointment end date, when the University
18 determines that the Postdoctoral Scholar's conduct or performance does not
19 justify continuation.
20

21 d. The University may take other corrective action consistent with extramural
22 funding agency requirements.
23

24 Counseling memoranda and/or written records of discussion, in and of themselves, are
25 not corrective action nor are they grievable. ~~Letters of Warning are only grievable up to~~
26 ~~Step 2 of the grievance procedure in Article XX Grievance Procedure.~~
27

28 **XX.2** Representation

29 Upon request, an employee will have the right to Union representation at an investigatory
30 meeting, requested by the Employer in which the employee reasonably believes could
31 lead to corrective action. Upon request, an employee will have the right to an interpreter
32 at an investigatory meeting. The employer will provide reasonable time to allow an
33 employee to secure a representative. The exercise of this right will not unreasonably
34 delay or postpone a meeting. Representation will not apply to discussions with an
35 employee in the normal course of duty, such as giving instructions, assigning work,
36 informal discussions, delivery of paperwork, staff or work unit meetings or other routine
37 communications with an employee.
38

39 The role of the union representative in regard to an Employer-initiated investigation is to
40 provide assistance and counsel to the employee and not interfere with the Employer's
41 right to conduct the investigation. Employees and their representatives will cooperate in
42 the investigation.
43

44 **XX.3** Dismissal. Prior to dismissal, a pre-determination meeting will be scheduled to give
45 an employee an opportunity to make their case before the final decision is made. The

1 employee has the right to have a union representative present at the pre-determination
2 meeting. ~~At least five (5) calendar days prior to the meeting, the employee will be informed~~
3 ~~in writing of the reasons for the contemplated dismissal and given referenced~~
4 ~~documentation.~~

5 No later than thirty (30) days prior to the proposed termination, the Supervisor shall
6 provide to the Postdoctoral Scholar and the union a written summary of relevant facts,
7 any policies violated, and the basis for terminating the appointment. In cases involving
8 misconduct, a Postdoctoral Scholar appointment may be terminated with less than thirty
9 (30) days' notice.

10
11 Upon request, the employee shall be entitled to any materials (such as an investigative
12 report) that have been prepared, although confidential information and witness
13 statements may be withheld. The employee will be furnished with written notification of
14 the outcome of the pre-determination hearing.

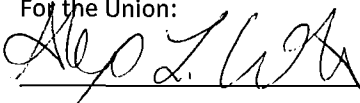
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16 XX.4 A Postdoc who is disciplined or discharged shall be entitled to file a grievance at
17 the second step of the grievance procedure. The Postdoc shall have fourteen (14)
18 calendar days from the date of the action to file a grievance.

19
20 XX.5 Administrative Leave:

- 21 A. The University may place an employee on paid administrative leave without prior
22 notice, in order to investigate allegations of misconduct, violations of policy, or
23 dereliction of duty which, in the judgment of the University, warrant immediately
24 relieving the employee from all work duties and/or require removing the
25 employee from the premises.
- 26 B. The Union will be promptly notified when an employee is placed on paid
27 administrative leave.
- 28 C. Paid administrative leave is not corrective action.
- 29 D. At the conclusion of an investigation of an employee placed on administrative
30 leave, where the Employer elects not to take corrective action, the employee will
31 be provided with a notification that the investigation is completed and that no
32 corrective action will be imposed.
- 33 E. If no corrective action is taken, no record of administrative leave will be placed in
34 the employee's personnel file.
- 35

36 Tentatively Agreed To:

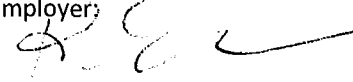
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38 For the Union:

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40 _____

41 Date:

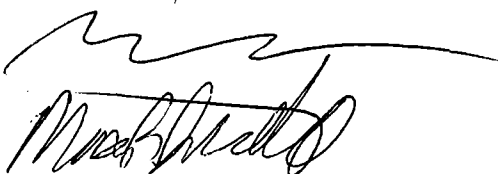
42 2/14/19

For the Employer:



Date:

2/14/19



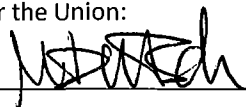
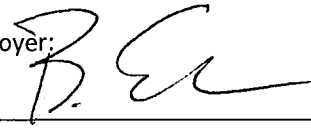
ARTICLE XX – DURATION

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3 This Agreement shall become effective upon ratification and remain in force through
4 January 31, 2021.

5 Successor Agreement bargaining shall commence no later than October 16, 2020.

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Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: May 29, 2019	Date: May 29, 2019

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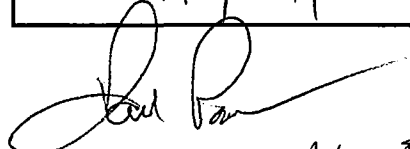
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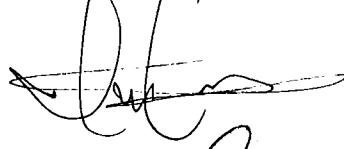
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Angela M. Huff


Jim Ryan











Kelly Ames McIntosh

1 **Article XX Grievance Procedure**

2 **Section 1.** The parties recognize that disputes may occasionally arise concerning the
3 terms and conditions of this Agreement and such disputes shall be resolved through this
4 grievance procedure.

5 **Section 2.** A grievance is a claim by an employee or group of employees covered by
6 this Agreement, or by the Union, that the University has violated a specific provision of
7 this Agreement.

8 Contents — The written grievance shall include the following information:

- 9 a. The type of grievance (individual, group, union).
10 b. The following information about the grievant(s) (if applicable):
11 a. Name
12 b. Contact information
13 c. Department/Hiring Unit
14 d. Job Classification
15 e. Immediate Supervisor's name, job classification, and contact information
16 c. The following information about any representative (if applicable):
17 a. Name
18 b. Contact information
19 d. The date of the violation
20 e. The specific Article(s) and Section(s) of the Agreement violated
21 f. A description of the violation with pertinent facts (as known at the time of filing)
22 g. Remedy requested
23 h. The signature of each grievant (or representative)

24 **Section 3.** The parties support the resolution of problems at the lowest possible level
25 and to that end encourage informal discussions to resolve problems without the
26 grievance procedure. Prior to initiating a grievance, the aggrieved party is encouraged
27 to discuss the matter with the immediate supervisor. If requested, a Union
28 representative may be involved in the discussion. Resolutions from pre-grievance
29 discussions, although final, shall not be precedential.

30 **Section 4.**

31 **Step One** — Step One is optional, grievances may be filed and immediately proceed to
32 Step Two. A grievance must be filed in writing by the Union to the Principal Investigator
33 (PI) if applicable or first level supervisor, in the Office of the Department Chair, with a
34 copy to the Assistant Vice President of Labor Relations. ~~For grievances involving~~
35 ~~Employees that are not working in a Department, the grievance shall be filed with their~~
36 ~~hiring unit director.~~ The grievance shall state the pertinent facts of the case with
37 reasonable particularity, including the section(s) of the Agreement allegedly violated,
38 and the remedy or desired outcome that is sought. The date of filing is the date the
39 grievance is received at the Office.

1 The grievance must be filed within twenty-one (21) calendar days from the occurrence
2 of the events giving rise to the grievance, or from the time at which the aggrieved
3 individual should reasonably have become aware of the grievance. The Principal
4 Investigator (PI) or first level supervisor Chair (or designee) or hiring unit director (or
5 designee) shall meet with the grievant and the Union within fourteen (14) calendar days
6 of receiving the grievance. The Principal Investigator (PI), first level supervisor, Chair (or
7 designee) ~~or hiring unit director (or designee)~~ shall issue a written response to the
8 grievance within seven (7) calendar days of the meeting.

9 Resolutions at the First Step, although final, shall not be precedential.

10 **Step Two** — If the Union bypasses Step One or is not satisfied with the Step One
11 response, it may appeal in writing within seven (7) calendar days after receipt of the
12 Step One decision or in the case where Step One is bypassed, within twenty-one (21)
13 calendar days from the occurrence of the events giving rise to the grievance, or from the
14 time at which the aggrieved individual should reasonably have become aware of the
15 grievance. The Step 2 appeal shall be made to the ~~Dean of the Graduate~~
16 ~~School~~ Department Chair (or Dean if no Department Chair), with a copy sent to the
17 Assistant Vice President of Labor Relations. The Union recognizes that the Chair or
18 Dean may choose to designate other appropriate University personnel to act as the
19 University's representative for purposes of this Step 2. The Chair or Dean (or designee)
20 and the Assistant Vice President of Labor Relations (or designee) shall meet with the
21 Union and grievant within fourteen (14) calendar days of receiving the Step 2 appeal,
22 and issue a written response to the grievance within seven (7) calendar days of the
23 meeting. The requirement of a meeting may be waived by mutual agreement.

24 If a satisfactory settlement is not reached at Step Two, upon mutual agreement, the
25 Employer and the Union may request, within fourteen (14) calendar days, grievance
26 mediation services of the Public Employment Relations Commission (PERC). These
27 services shall run concurrent with Step Three and shall not prevent nor delay the
28 scheduling of an arbitration hearing.

29 **Step Three** — Arbitration

- 30 1. In the event the parties are unable to resolve the grievance in Step 2, the matter
31 may be appealed to an impartial arbitrator for resolution within fourteen (14)
32 calendar days of receiving the Step 2 decision. The submission of the matter to
33 arbitration shall be provided to the Assistant Vice President of Labor Relations, and
34 shall state the issue to be arbitrated, and the remedy that is sought.
- 35 2. Selection of an arbitrator.
- 36 a. The parties agree to mutually select a panel of five (5) arbitrators who will
37 preside over complaints appealed to arbitration.
- 38 b. In the event the parties are unable to mutually select a panel, the parties
39 shall request a panel of Academy qualified arbitrators from Washington or
40 Oregon from the American Arbitration Association.

- c. Either party may request that a panel member be removed provided a 30-day notice is given to the other party.
 - d. Grievances appealed to arbitration shall be rotated between the panel members, except that, in the event scheduling problems exist, either party may request that the panel member next scheduled may be passed over.
3. Arbitration hearings shall be scheduled within 60 days of the appeal to arbitration whenever possible.
 4. The arbitrator shall conduct a hearing in accordance with the rules of the American Arbitration Association. The arbitrator shall render a decision on the grievance within 30 days of the close of the hearing.
 5. The decision of the arbitrator shall be binding on all parties.
 6. The expenses and fees of the arbitrator shall be shared equally by the Union and the University.
 7. The parties agree that the arbitrator shall not have the power or jurisdiction to render a decision that adds to, subtracts from, alters, amends or modifies in any way the terms and conditions of Agreement. The arbitrator shall have no jurisdiction or authority to substitute their judgment for any academic judgment made by the University.
 8. In disciplinary cases, the remedy available to the arbitrator shall not exceed making the employee whole for the remainder of the individual's appointment period.
 9. Each party shall bear its own fees and expenses in presenting its case, including the costs of legal representation.

The parties agree to Regularly Scheduled Arbitration Hearings as described below:

- ~~I. Arbitration Hearings will be scheduled for every August, November, February, and May.~~
- ~~II. It is the intention of the parties that any grievances appealed to arbitration at least ninety (90) days prior to the date of a regularly scheduled arbitration hearing be heard by the arbitrator at that hearing.~~
- ~~III. 45 days prior to the arbitration hearing, the parties will mutually agree upon the cases to be heard. Unless agreed to by the parties, no case shall be deferred more than one regularly scheduled arbitration dates.~~
- ~~IV. By mutual agreement, the parties may expedite the proceedings.~~
- ~~V. Any and all fees due to the arbitrator, including those for the cancelation and/or rescheduling or any arbitration, will be split by both parties regardless of fault.~~

Section 5. Time Limits. Failure to file or appeal a grievance within the specified time periods shall constitute a waiver of the grievance, and the matter shall be deemed resolved. By mutual written agreement, the parties may extend any and all time limits.

Section 6. The failure by the Employer to give a decision within the prescribed time limits under this Article shall permit the Union to proceed with the appeal to the next

1 level. Notwithstanding this process, the Employer fully accepts its good faith obligation
2 to process grievances, confer with grievant(s) and UAW representatives, and issue
3 written decisions in accordance with the procedure described above.

4

5 Tentatively Agreed To:

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7 For the Union:

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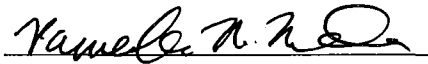
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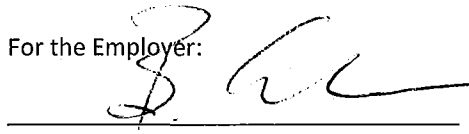
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For the Employer:





Date: 2019/01/04

Date: 1/4/19









Article XX – Health and Safety

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Section 1. In compliance with campus health and safety policies and procedures, the University shall make reasonable efforts to maintain in safe working condition the workplace and equipment required to carry out assigned duties.

Section 2. The University shall provide first aid kits, information, and training for all Postdocs in workplaces that involve the use of or exposure to hazardous materials or who work in a hazardous environment.

Section 3. Postdocs shall not be required to work in conditions that pose an imminent threat-danger to health and safety. All work by a Postdoc shall be performed in conformity with applicable safety standards. Should a Postdoc become aware of a condition they believe is unhealthy or dangerous, they shall immediately report the condition to a supervisor and/or the Environmental Health and Safety Department.

Section 4. The University shall supply and maintain all equipment, tools, and materials needed to carry out job duties safely.

Section 5. The University shall make reasonable effort to provide and maintain safe buildings and facilities. The University shall assess the hazards to which Postdocs are exposed and provide appropriate personal protective equipment, including protective safety glasses where necessary.

Section 6. The University shall make available training to all Postdocs in first aid, CPR, use of fire extinguishers, and disaster preparedness.

Section 7. The University will provide as much advance notice as possible to Postdocs likely to be affected by an asbestos removal project.

Section 8. The University shall provide the Union with a position on the University-wide health and safety committee. The Union-Management Committee shall also be empowered to discuss health and safety issues.

Section 9. For Postdocs with a disability, the University will provide job related furniture and equipment that would constitute a reasonable accommodation for the disability. Employees requesting accommodation must cooperate with the University in discussing the need for and possible form of any accommodation.

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Tentatively Agreed To:	
For the Union: <u>Alex L. W...</u>	For the Employer: <u>[Signature]</u>
Date: <u>1/9/2019</u>	Date: <u>1/9/19</u>

40

41

[Signature]

[Signature]

[Signature]

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[Signature]

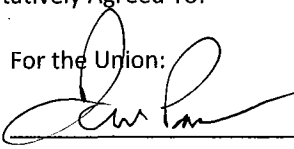
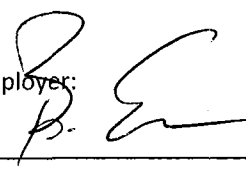
ARTICLE XX – HEALTH CARE BENEFITS AMOUNTS

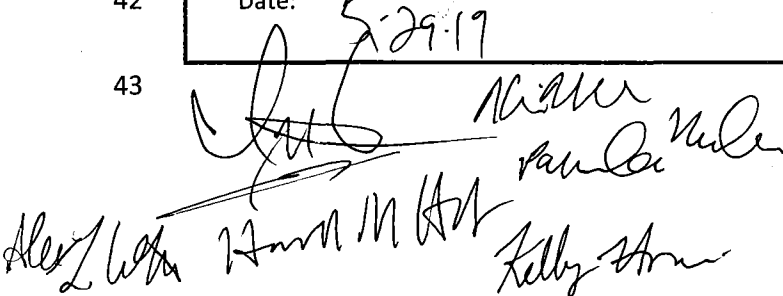
XX.1

- A. For the 2019-2021 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 XX.1 (B) will expire June 30, 2021.

XX.2

- A. The Employer will pay the entire premium costs for each bargaining unit employee eligible for insurance for basic life, basic long-term disability and dental insurance coverage.
- B. If the PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee eligible for insurance.

Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: 5-29-19	Date: 5-29-19


Alex L...
Hanna M...
Kellie...
Michelle...
Michelle...


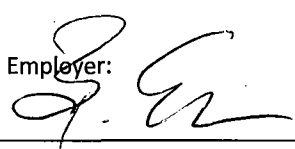
ARTICLE XX – HOLIDAYS

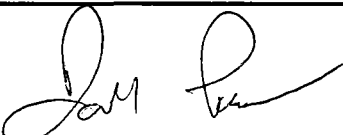


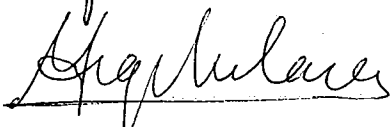


Section 1. Postdoctoral Scholars shall not be required to work on the following holidays which occur during the term of their appointment, except as provided in Section 2 of this Article.

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Native American Heritage Day
- Christmas Day

These holidays will be observed on the date designated by the University for the University community.

Section 2. Any Postdoctoral Scholar required by the University to work on a University holiday may arrange with the appropriate supervisor for a mutually agreeable alternative within the same quarter.

Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: January 04, 2019	Date: 1/4/19 (20)

Article XX Individual Development Plans and Progress Assessments

A. Supervisors

1. By the time each Postdoc's appointment begins, a primary Supervisor who will fulfill at least the basic mentorship obligations outlined in this Article will be assigned. In many cases the Supervisor is the Principal Investigator (PI) who hires the Postdoc, or the Supervisor may be assigned by the PI, department chair, or other designee. In addition to the Supervisor who is assigned to complete the Individual Development Plans and Progress Assessments, Postdocs may consult with additional career mentors.

B. Individual Development Plans and Performance Expectations

1. An individual development plan (IDP) identifies the Postdoc's general research goals, professional development objectives, and career objectives. It may also serve as a link to the Supervisor's research goals, and thus may serve as a communication tool between a Postdoc and their Supervisor. In addition to the Supervisor, the Postdoc may consult with additional career mentors in the development of an IDP.
2. Postdocs may elect to develop an IDP, a Supervisor may require the development of an IDP, and some funding agencies may require an IDP. In any case, the Postdoc and their Supervisor shall follow the process outlined below:
 - a. The Postdoc may discuss their research goals, general professional development needs, and career objectives with the Supervisor and any additional career mentor(s).
 - b. The Postdoc will normally conduct a self-assessment and discuss opportunities for progress with their Supervisor and any additional career mentor(s). The Postdoc will then submit a written draft of the IDP to the Supervisor for discussion.
 - c. The Supervisor will review the IDP and provide advice about possible revisions as needed. The Supervisor will also share knowledge about available development opportunities with the Postdoc.
 - d. If the Postdoc believes the plan requires revision, they will repeat the process starting in in §B.2.a., above. Goals may change based on evolving research needs.
 - e. The Postdoc and the Supervisor may engage in ongoing discussions regarding the IDP.
3. In the absence of an IDP, within a reasonable time after the beginning of each appointment, the Supervisor, or in limited circumstances their appropriate designee, shall communicate the expectations they have for the Postdoc's research and career progress.
4. A Postdoc may request that the goals and expectations on which they will be assessed be provided to them in writing. In such circumstances:

- a. The Postdoc shall submit a written draft of the discussed goals and expectations as provided in §B.3., above, to the Supervisor for review.
- b. The supervisor shall provide the Postdoc with the final goals and expectations against which the Postdoc's progress will be assessed.

C. Progress Assessments

- 1. A Progress Assessment is an evaluation of the Postdoc's progress and accomplishments in research and professional development.
- 2. **Periodic Reviews** – The Supervisor and the Postdoc shall periodically engage in informal oral Progress Assessments during their appointment. In these assessments, the Supervisor and the Postdoc generally discuss the Postdoc's recent research progress and overall research objectives. The structure of the Progress Assessment may vary by discipline.
- 3. **Annual Review** – The Supervisor shall provide the Postdoc with at least one written review per 12-month period. This Annual Review is a comprehensive assessment of the Postdoc's research progress and professional development during the previous year. The Supervisor may utilize an independently developed or a pre-established form when conducting the Annual Review.

Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: 12-11-18	Date: 12/11/18






1 **ARTICLE XX – INTELLECTUAL PROPERTY AND ACADEMIC RIGHTS**

2
3 XX.1 Executive Order No. 36 (“Patent, Invention and Copyright Policy”) shall be
4 incorporated into this Agreement in its entirety.

5 XX.2 The University retains the right to amend, change or alter this and other policies
6 related to intellectual property at any time. The University will notify the Union of any
7 substantive changes.


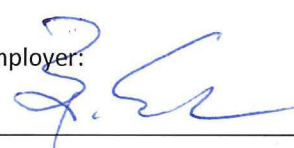
8 XX.3 The Union Management Committee shall be empowered to discuss intellectual
9 property.



10 XX.4 Postdoctoral scholars with obligation to assign under Executive Order No. 36 shall
11 have the same rights, privileges and responsibilities as other University of Washington
12 employees with respect to intellectual property.

13 XX.5 Postdocs who are determined by the University to be sole inventors of intellectual
14 property shall have the same rights, responsibilities and privileges set forth in Executive
15 Order No. 36 as other University employees with respect to those inventions.

16 XX.6 Ordinarily, Postdoctoral Scholars are not permitted to serve as principal
17 investigators on extramurally sponsored contracts or grant applications. The University
18 recognizes that proposal preparation is an important aspect of most postdoctoral training.
19 Upon prior approval by the University, Postdoctoral Scholars may apply to serve as
20 principal investigators on such applications that are restricted to Postdoctoral Scholars,
21 or in other circumstances approved by the Postdoctoral Scholar’s mentor, and according
22 to the policies of the department and school or college of both the Postdoctoral Scholar
23 and the mentor.

24
25 Tentatively Agreed To:

26		
27	For the Union:	For the Employer:
28		
29	_____	_____
30	Date: 4/11/19	Date: 4/11/19
31		

32



ARTICLE XX – JOINT UNION-MANAGEMENT COMMITTEE

XX.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 shall consist of up to five (5) bargaining unit employees and a Union staff representative and five (5) Employer representatives to include the Assistant Vice President of Labor Relations or designee.

XX.2 Meetings. If requested, meetings will be held once an academic quarter (Autumn, Winter, Spring) at mutually agreed upon times and on an ad hoc basis as needed.

Agenda items must be provided at least fourteen (14) days in advance of the meeting. If agenda items are not provided at least fourteen (14) days in advance of the meeting either party may cancel the meeting for the quarter.

XX.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 XX Grievance of the Agreement. Further, it is not intended that this Article obligate in any way either party 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.

Tentatively Agreed To:

For the Union:

For the Employer:

Date: 10/19/18

Date: 10/19/18

36

ARTICLE XX LAYOFF

A. The University shall determine when layoffs shall occur. Layoff is defined as an involuntary separation or a reduction in duration of appointment for a Postdoc after the first year of the initial appointment as a result of appropriate funding becoming unavailable.

B. In the event of layoff the University shall provide written notification to the Postdoc. Such notice shall be provided at least sixty (60) calendar days in advance of the effective date of the layoff. The University shall provide a copy of the layoff notice to the UAW within five (5) working days of providing the layoff notice to the Postdoc.

C. In the event appropriate funding is restored prior to the effective date of the layoff and within the Postdoc's appointment period, the University will offer to reappoint the Postdoc for the remainder of that appointment period.

D. In order to mitigate the effects of a layoff, the University will provide advice to the Postdoc in finding an alternate Postdoc appointment for which they are qualified.

E. Upon request, the University shall provide the Postdoc who is subject to layoff and the Union a written statement concerning the unavailability of funding that is the reason for the layoff.

F. This article does not apply to emergency layoffs due to acts of nature, financial emergencies, or suspension of operations.

Tentatively Agreed To:

For the Union:

Annalyn M. Arj

Date: 2/26/19

For the Employer:

[Signature]

Date:

2/26/19

[Multiple handwritten signatures]

Article XX: TIME OFF AND LEAVE

1
2
3 The provisions of this Article shall not apply to any Postdoctoral Scholar appointed on a
4 grant or contract that restricts the Postdoctoral Scholar's time off or leave or requires
5 time off or leave to comply with the specific conditions of the grant or contract. Similarly
6 if a grant or contract provides more generous leave and time off benefits than the
7 agreement, the Postdoctoral Scholar shall be entitled to the benefits in the contract or
8 grant. The provisions of this Article shall supersede any other leave benefits that apply
9 to Postdoctoral Scholars with a dual faculty appointment.

10
11 **XX.1 Bereavement Time Off.** In the event of the death of a Postdoctoral Scholar's
12 family member, a Postdoctoral Scholar shall be granted time off with pay. The amount
13 of paid time off shall be only that which is required to attend the funeral and/or make
14 arrangements necessitated by the death, but in no event shall it exceed three (3) days.
15 If additional time off is needed, the Postdoctoral Scholar may request the use of
16 available vacation or sick time off. The Postdoctoral Scholar must inform the supervisor
17 as soon as possible of the need for bereavement time off. Family member is defined in
18 Section XX.6.

19
20 **XX.2 Vacation Time Off.** Postdoctoral Scholars will receive twenty-one (21) days of
21 paid vacation time off at the beginning of the month following the start of each one (1)
22 year appointment period. For appointment periods of less than one (1) year,
23 Postdoctoral Scholars will receive the prorated number of paid vacation days. Unused
24 vacation time off shall lapse twelve (12) months from the date it was received and at the
25 expiration of each appointment period. Unused vacation time off is not paid at
26 separation, does not transfer between employment programs, and is not eligible for
27 shared leave donation.

28
29 **XX.3 Vacation Scheduling.** All vacation time off requests must be submitted according
30 to departmental policy and be approved by the supervisor prior to commencement.
31 Additional approval may be required if applicable. The Employer will make every effort to
32 honor vacation requests that are made in a timely manner.

33
34 **XX.4 Sick Time Off.**
35 Postdoctoral Scholars will receive one (1) day of paid sick time off for every month of
36 appointment. Paid sick time off will be preloaded annually and available at the
37 beginning of the month following the start of the appointment. Up to twelve (12) days of
38 unused sick time off will carry forward to the next appointment year. Unused sick time
39 off is not paid at separation, does not transfer between employment programs, and is
40 not eligible for shared leave donation. Former eligible employees who are re-employed
41 in the bargaining unit within thirty (30) days of their separation from service shall be

1 granted up to twelve (12) days of all unused sick time off at the beginning of the month
2 following the start of their next appointment.

3

4 **XX.5** Sick time off may be used for the following:

5

6 A. Personal illness, disability or injury (including illness or disability due to pregnancy),
7 childbirth or to recover from childbirth.

8

9 B. Personal medical, dental, or optical appointments.

10

11 C. To care for a child (as defined in Family Member below) of the Postdoctoral Scholar
12 who has a health condition that requires treatment or supervision.

13

14 D. To care for the Postdoctoral Scholar's seriously ill family member.

15

16 E. To accompany a family member to medical, dental, or optical appointments where
17 the Postdoctoral Scholar's presence is required. The Postdoctoral Scholar must
18 make advance arrangements with the supervisor for such absences.

19

20 F. Bereavement or condolence— see bereavement time off for details.

21

22 **XX.6 Family Member:**

23 For purposes of this section, "family member" means any of the following:

24 (a) A child, including a biological, adopted, or foster child, stepchild, or a child to
25 whom the employee stands in loco parentis, is a legal guardian, or is a de facto
26 parent, regardless of age or dependency status;

27 (b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian
28 of an employee or the employee's spouse or registered domestic partner, or a
29 person who stood in loco parentis when the employee was a minor child;

30 (c) A spouse;

31 (d) A registered domestic partner;

32 (e) A grandparent;

33 (f) Individuals in the following relationships with the employee's spouse or
34 domestic partner: child, parent, or grandparent;

35 (g) A grandchild; or

36 (h) A sibling.

37

38 **XX.7 Faith and Conscience Time Off.** In accordance with RCW 1.16.050, Postdoctoral
39 Scholars will have the option to take up to two (2) unpaid holidays per calendar year for
40 a reason of faith or conscience, or for an organized activity conducted under the auspices
41 of a religious denomination, church, or religious organization.

42

1 To take unpaid time off under the statute, Postdoctoral Scholars must consult with their
2 supervisor and use their department's procedure for making advance leave requests. The
3 Postdoctoral Scholar will need to inform their supervisor that the requested unpaid day(s)
4 is for a reason of faith or conscience or for an organized activity conducted under the
5 auspices of a religious denomination, church, or religious organization.
6

7 The supervisor can only deny a Postdoctoral Scholar's requested day(s) off if the
8 supervisor determines that the requested time off would impose an undue hardship or the
9 Postdoctoral Scholar's presence is necessary to maintain public safety. Undue hardship
10 is defined in Washington Administrative Code (WAC) 82-56-020. Postdoctoral Scholars
11 may be asked to provide verification for their unpaid time off request.
12

13 The Employer will allow an employee to use vacation time off in lieu of leave without
14 pay. All requests to use vacation time off must indicate that the leave is being used in
15 lieu of leave without pay for a reason of faith or conscience.

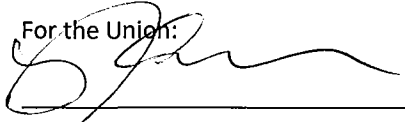
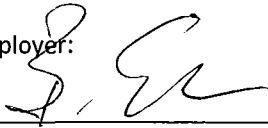
16 **XX.9 Washington Family Medical Leave Program effective January 1, 2020.**

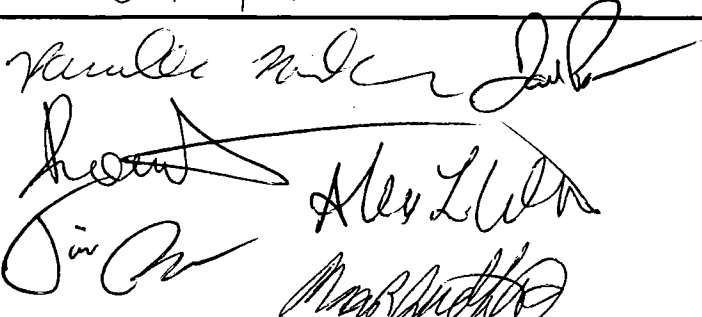
17 The parties recognize that the Washington State Family and Medical Leave Program
18 (RCW 50A.04) is in effect beginning January 1, 2020 and eligibility for and approval of
19 leave for purposes as described under that Program shall be in accordance with RCW
20 50A.04. In the event that the legislature amends all or part of RCW 50A.04, the parties
21 will meet and bargain the effects of the changes.
22

23 **XX.10 Personal Holiday.** Employees are entitled to one (1) paid holiday per calendar
24 year. Personal Holidays will be requested, scheduled, and approved in accordance with
25 Article XX.3 Vacation Scheduling.

26 **XX.11 Unpaid Leave of Absence** – The University may grant a Postdoctoral Scholar
27 an unpaid Personal Leave of Absence at its sole discretion. Such leave shall not
28 continue beyond the end of the Postdoctoral Scholar's appointment. Personal Leave
29 without Pay shall not be considered a break in service.

30 Tentatively Agreed To:

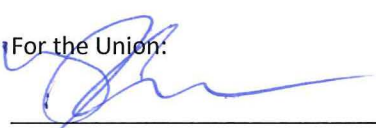
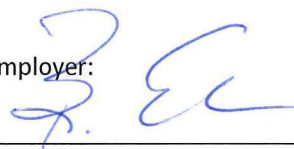
31 32 For the Union: 33 34 	31 32 For the Employer: 33 34 
35 36 Date: 05/06/19	35 36 Date: 5-6-19

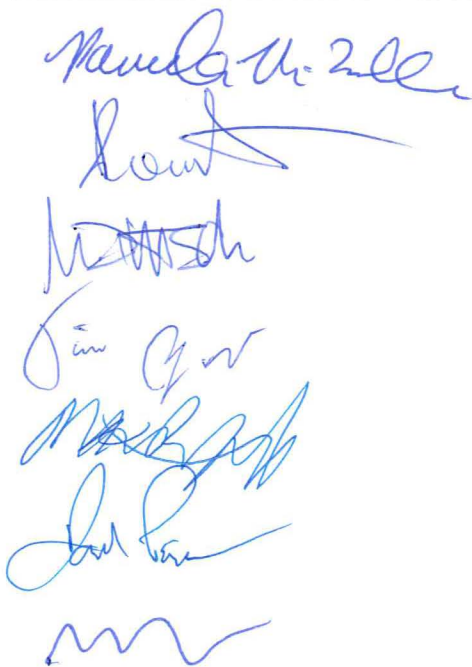
37 

ARTICLE XX – 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, and evaluate~~ all operations and to direct and assign work to all working forces, including who does the teaching. 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. The exercise or non-exercise of rights retained by the University shall not be construed to mean that any right is waived.

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

Tentatively Agreed To:	
For the Union:  _____	For the Employer:  _____
Date: 05/06/2019	Date: 5-6-19



UW → UAW
11-19-18

1

Article XX – No Strikes, No Lockouts

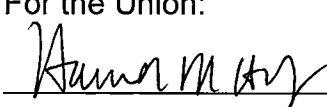
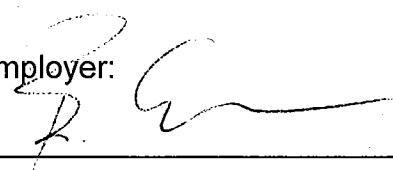
2 **Section 1.** The University and the Union acknowledge that this Agreement provides,
3 through the grievance procedure and through other administrative remedies, for an
4 orderly settlement of grievances or disputes which may arise between the parties.
5 Accordingly, the parties agree that the public interest requires the uninterrupted
6 performance of all University services and to this end pledge to prevent or eliminate any
7 conduct contrary to that objective. Therefore, during the life of the Agreement, the
8 Employer shall not lock out any of the employees as a result of a labor dispute or
9 grievance or disputes on personnel matters; nor shall the Union in any way authorize,
10 assist, condone, participate in, or lend support to any work stoppage, work slowdown or
11 any other curtailment of work in the bargaining unit.

12 **Section 2.** The Union shall act immediately to prevent and bring about an end to activity
13 in violation of this Article. Actions shall include, but not be limited to, advising employees
14 through direct contact, written and/or electronic notice, that engaging in prohibited
15 activity may lead to disciplinary action, and stating that individuals so engaged must
16 cease such activity and return to work. Copies of such notice shall be provided to the
17 University.

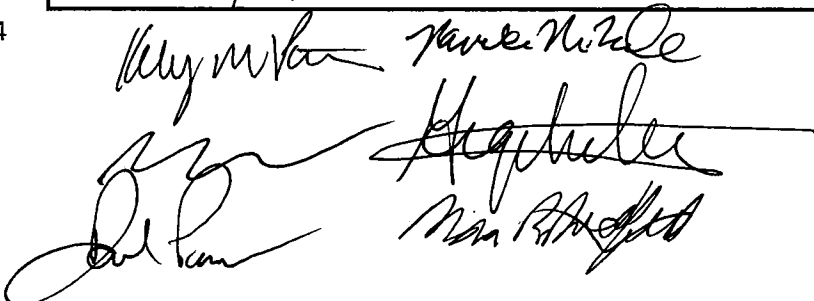
18 **Section 3.** Should Union members engage in any unauthorized concerted action, then
19 once the Union members have returned to work and continue working, a Joint
20 Union/Management Committee shall immediately meet in a good faith effort to resolve
21 the dispute.

22 **Section 4.** Any action of the Employer in closing the University during a general strike,
23 riot, or civil disturbance for the protection of the institution, its property, or its employees
24 shall not be deemed a lockout.

25 **Section 5.** Nothing herein constitutes a waiver of the University's right to seek
26 appropriate legal relief in the event of a violation of this Article.

27	Tentatively Agreed To:	
28		
29	For the Union:	For the Employer:
30		
31	_____	_____
32	Date: 1/4/19	Date: 1/4/19
33		

34



1 **ARTICLE XX NON-DISCRIMINATION AND HARASSMENT**

2
3 **A. Workplace Behavior**

4 The Employer and Union agree that all employees shall work in an environment that fosters
5 mutual respect and professionalism. The parties agree that inappropriate behavior in the
6 workplace does not further the University's business needs, employee well-being, or
7 productivity. All employees are responsible for contributing to such an environment and are
8 expected to treat others with courtesy and respect.

9
10 **B. Discrimination and Harassment.**

11 No employee shall be subjected to discrimination or harassment. Executive Order (EO) No. 31
12 is the UW policy that applies to discrimination and harassment. EO 31 currently defines
13 discrimination as conduct that treats a person less favorably because of the person's race,
14 color, creed, religion, national origin, citizenship, sex, pregnancy, age, marital status, sexual
15 orientation, gender identity or expression, genetic information, disability or veteran status. In
16 addition, no employee shall be subjected to discrimination or harassment based on ethnic
17 origin, political affiliation, medical condition, or membership or non-membership in a union.

18
19 **C. Retaliation.**

20 EO 31 currently prohibits retaliation against any individual who reports concerns regarding
21 discrimination or harassment, who cooperates with or participates in any investigation of
22 allegations of discrimination or harassment, or retaliation, or any individual who is perceived to
23 have engaged in any of these actions.

24
25 **D. Harassment.**

26 No employee shall be subjected to discrimination in the form of harassment. EO 31 defines
27 harassment as conduct directed at a person because of the person's race, color, creed, religion,
28 national origin, citizenship, sex, pregnancy, age, marital status, sexual orientation, gender
29 identity or expression, disability, or veteran status that is unwelcome and sufficiently severe,
30 persistent, or pervasive that:

- 31 1. It could reasonably be expected to create an intimidating, hostile, or offensive work
32 or learning environment, or
33 2. It has the purpose or effect of unreasonably interfering with an individual's work or
34 academic performance. Harassment is a form of discrimination.

35
36 **E. Sexual Harassment**

37 EO 31 currently defines Sexual Harassment as a form of harassment characterized by:

- 38 1. Unwelcome sexual advances, requests for sexual favors, or other verbal or physical
39 conduct of a sexual nature by a person who has authority over the recipient when:
40 a) Submission to such conduct is made either an implicit or explicit condition of the
41 individual's employment, academic status, or ability to use University facilities
42 and services, or
43 b) Submission to or rejection of the conduct is used as the basis for a decision that
44 affects tangible aspects of the individual's employment, academic status, or use
45 of University facilities; or

1 2. Unwelcome and unsolicited language or conduct that is of a sexual nature and that is
2 sufficiently severe, persistent, or pervasive that it could reasonably be expected to
3 create an intimidating, hostile, or offensive working or learning environment, or has the
4 purpose or effect of unreasonably interfering with an individual's academic or work
5 performance. This also includes acts of sexual violence, such as sexual assault and
6 sexual exploitation.
7

8 **F.** The University policy on Workplace Violence will be followed.
9

10 **G.** Complaints.

11 A discrimination complaint may be filed as a grievance in accordance with Article XX of this
12 Agreement and/or with the University Complaint Investigation and Resolution Office (UCIRO).
13 In cases where an employee files both a grievance and an internal complaint regarding the
14 alleged discrimination, harassment or retaliation the grievance may be suspended for a fixed
15 period of time by agreement of the parties. The suspension of the grievance does not prevent
16 the parties from discussing or entering into a settlement agreement. Employees may also file
17 discrimination complaints with appropriate federal or state agencies. The parties agree to
18 encourage the filing of discrimination complaints through the University Complaint Investigation
19 and Resolution Office.
20

21 **H.** Timeline:

22 A grievance alleging a violation of this article must be submitted within one hundred and eighty
23 (180) days of an alleged occurrence.
24

25 **I.** Interim Measures:

26 When a grievance or complaint is filed, the University will implement interim measures, if
27 appropriate. Interim measures will be implemented in accordance with University policies and
28 determined by the Employer. Such measures shall be designed to allow the Postdoc to work in
29 an environment free from discrimination.
30

31 **J.** Representation:

32 Employees shall have the right to be represented by an advocate of their choice, including a
33 Union representative, in the grievance or arbitration process.
34

35 **K.** Diversity.

36 The Union and the University are committed to a Postdoc workforce that complies with federal
37 and state laws, and University diversity policy. The parties agree that University employment
38 and recruitment practices are an appropriate subject for the Joint Union Management
39 Committee.
40

41
42
43 **L.** Lactation.

44 The University shall provide accommodation for lactation for Postdocs in accordance with
45 applicable laws and UW policy.

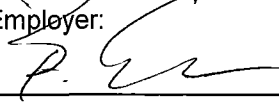
1
2 The University shall maintain a webpage listing the established lactation stations of which the
3 University is aware, to include access instructions, and what equipment is available at each
4 station (e.g., sink, refrigerator).
5

6 **M. Bathroom Equity.**

7 The University shall provide access to gender-neutral bathrooms in accordance with applicable
8 laws and UW policy. The University shall publicize the location of every all gender bathroom on
9 campus on a website.
10

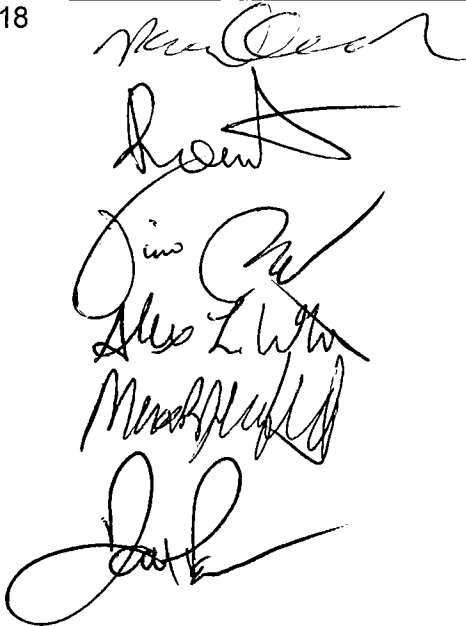
11 Tentatively Agreed To:

12
13 For the Union:
14 
15 _____

13 For the Employer:
14 
15 _____

16
17 Date: 05/06/19

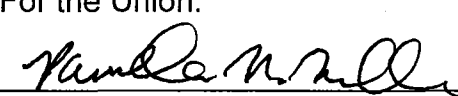
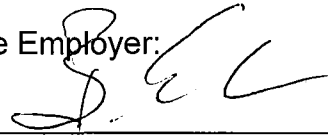
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17 Date: 5-6-19

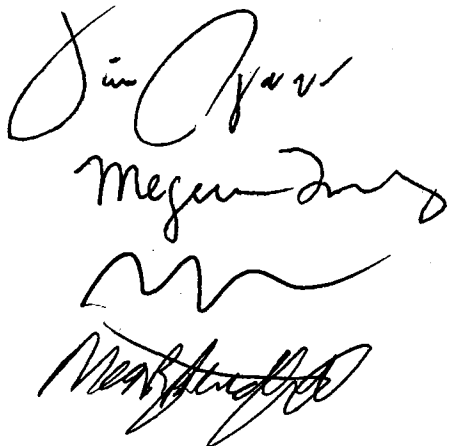
18


ARTICLE XX – ORIENTATION

- 1
2
3
4 A. At least once per month, the Employer will offer an in-person, new employee
5 orientation which will include a benefits orientation. The orientation will be
6 offered by the Office of Professional and Organizational Development in
7 coordination with the Benefits Office and the Employer may require new
8 employees from the Seattle Main Campus to attend.
9
10 B. A Union representative shall be allowed up to thirty (30) minutes with
11 employees during the new employee orientation. Such release time will be
12 subject to the operational needs of the department.
13
14 C. At least once per quarter, the University will provide new Postdoctoral
15 Scholars an orientation that may include international scholars' rights and
16 benefits, career development services, and environmental health & safety.
17
18 D. For employees hired into the bargaining unit who do not attend either of the
19 orientations described in A and B above, within ninety (90) days of the
20 employee's start date, the Employer will provide the Union access to the
21 employee during the employee's regular work hours to present information
22 about the Union. This access will be provided at the employee's regular
23 worksite, or at a location mutually agreed to by the Employer and the Union
24 and will be for no less than thirty (30) minutes.

24 Tentatively Agreed To:

25	For the Union:	For the Employer:
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27	<hr/>	
28	Date: 1/24/2019	Date: 1/24/19
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ARTICLE XX – PERSONNEL FILES

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3 **Section 1.** Postdocs shall be notified of the identity of the custodian of their
4 personnel files. The custodian will be responsible for identifying location and
5 process for accessing file.

6 **Section 2.** Postdocs have the right to examine all materials in their files that are not
7 non-disclosable pursuant to state and/or federal laws, and, upon written request to
8 the file custodian, will be provided a copy of any materials in those files. The
9 personnel file will be made available for review by the Postdoc and/or the Postdoc's
10 designated person upon written request to the file custodian within three (3)
11 workdays of the request.

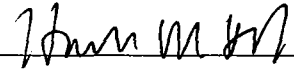
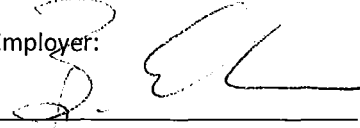
12 **Section 3.** Postdocs shall have the right to request removal or correction of
13 inaccurate materials from their personnel files, attach a concise statement in
14 response to any item in the files, and/or request removal of inappropriate material
15 from the files.

16 **Section 4.** No grievance materials shall be placed in an individual's personnel file.
17 Grievances shall not be referenced unless necessary for payroll, leave, or other
18 similar legitimate business purposes.

19 **Section 5.** No individually identifiable information in the personnel file of an
20 Postdoctoral Scholar, including supervisory job performance evaluations, shall be
21 made publicly available except as required under State and/or Federal law.

22 **Section 6.** The Union shall be provided access to bargaining unit member
23 personnel files with the written consent of the individual Postdoctoral Scholar. A
24 copy shall be provided upon request.

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Tentatively Agreed To:	
For the Union:	For the Employer:
	
Date: 1/4/19	Date: 1/4/19



ARTICLE XX PROFESSIONAL DEVELOPMENT & CAREER COUNSELING

A. A reasonable portion of paid work time shall be allocated to professional development activities.

B. The University will provide access to professional development and/or career counseling programs to Postdoctoral Scholars. The topics of these programs, which are determined by the University, may be similar in nature to those currently available and address development for careers both in and outside of Academia. Professional development services available through the Career and Internship Center and the Graduate School will also be available to Postdoctoral Scholars.

C. Nothing will preclude the University from enhancing the professional development and/or career counseling programs, or the professional development lectures/workshops provided to Postdocs.

D. Postdocs may request to take part in professional development activities, including but not limited to conferences, career fairs, courses and workshops. These activities must be authorized in advance by the supervisor and the department with appropriate funding sources identified. Subject to available funding, the University shall cover allowable and approved expenses. For Postdoctoral Scholars who have extramural or designated fund allowances, these funds shall be used before and/or with University resources.

TA'd for Union
2/20/2019

Employer
J. EL

2-20-19

Alex L. Lella
MSA/MSA



~~Mark [unclear]~~
Vander [unclear]

Jim [unclear]

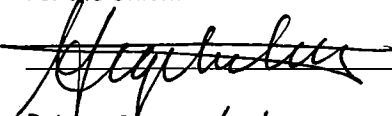
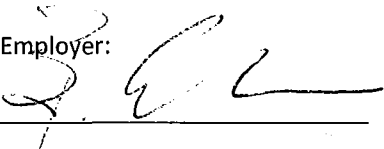
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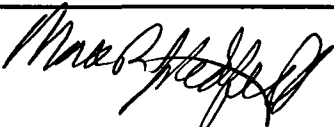


ARTICLE XX – RECOGNITION

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The Employer recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union 4121 as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, and working conditions for all employees of the University of Washington in the postdoctoral employee bargaining unit certified by the Public Employment Relations Commission.

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Tentatively Agreed To:	
For the Union:	For the Employer:
	
Date: 2019/1/14	Date: 1/4/19

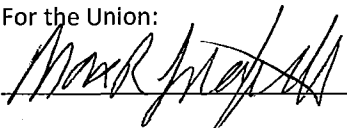
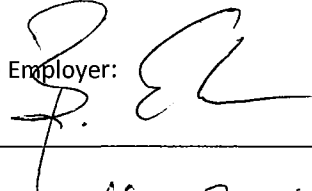


 Hannah M. Hix
 Alyson
 Kamela M. Hill


ARTICLE XX – RETIREMENT BENEFITS

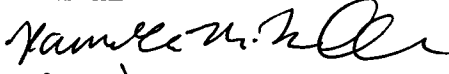
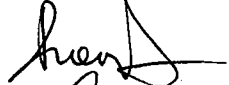
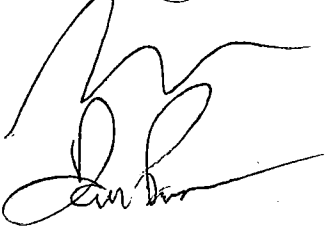
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In accordance with University policy and the Washington State Department of Retirement Systems, employees deemed eligible will be able to participate in their choice of UW Retirement Plan (UWRP) or DRS Defined Benefit Plan, the Voluntary Investment Program (UW VIP), and the Washington State Deferred Compensation Program. Participation and Contributions to these plans will be based on the terms and conditions of the plan as determined by the UW Board of Regents and the Washington State Department of Retirement Systems (DRS).

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Tentatively Agreed To:	
For the Union:  _____	For the Employer:  _____
Date: 17 Apr 19	Date: 4-17-19

18

Article XX SUBCONTRACTING

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

B. Lewis 12/11/2018

Union

D. L.

[Signature]

Mark [Signature]

[Signature]

[Signature]

[Signature]

Alex ZUMA

J. EC 12/11/18

Employer

mm 10/12/18 2:35 pm
UW → UAW

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

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

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

10/12/18

11 Tentatively Agreed To:

12	For the Union:	For the Employer:
13		
14	_____	_____
15	Date: 10/12/18	Date: 10/12/18
16		
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19

Vander M. 3000

ARTICLE XX TIME AND EFFORT COMMITMENT

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2
- 3 1. Postdoctoral Scholars are appointed with the expectation that they will have a full
4 time involvement in scholarly pursuits.

 - 5 2. The workweek for full-time exempt appointees is normally at least 40 hours, with
6 the emphasis placed on meeting the responsibilities assigned to the position, on
7 making progress toward their professional goals, and on demonstrating their
8 research and creative capabilities, rather than on working a specified number of
9 hours. Required work schedules must be reasonable, and related to the research
10 needs. In recognition of the professional exempt status of Postdoctoral Scholars,
11 assigned work schedules provide the flexibility to meet research goals and to
12 occasionally allow a schedule of less than 40 hours in a week.

 - 13 3. Full-time Postdoctoral Scholars do not receive overtime compensation or
14 compensatory time off.

15

16

TA'd for Union
4/11/19

Employer

4-11-19

ARTICLE XX TITLES & CLASSIFICATIONS

A. General Provisions

The bargaining unit includes all Postdoctoral Scholars employed by the University of Washington excluding confidential employees; employees covered by Chapter 41.76 RCW; employees privileged as attending physicians within the context of their University responsibilities; employees enrolled in clinical residency and fellowship programs in the health sciences; employees engaged in research related to their clinical training program; individuals employed by non-University entities (e.g., individuals paid directly by Howard Hughes Medical Institute, the Veterans Administration, Fred Hutchinson Cancer Research Center, and the U.S. Military); and all other employees.

Postdoctoral Scholars are defined as individuals who

1. Have received a doctoral degree (Ph.D. or equivalent); and
 - a. the University shall grant exceptions where individuals present documentation satisfactory to the University confirming completion of degree requirements;
 - b. If an exception is granted, the individual will be appointed into a Postdoctoral Scholar appointment title on a conditional basis until the degree conferral documentation requirements are fulfilled, which shall not extend beyond twelve months of appointment. Confirmation of completion of degree requirements and the date the degree will be conferred must be sent directly from the institution where the degree is being conferred. Confirming documentation must consist of an official signed letter from the Registrar's Office, graduate college or other appropriate administrative unit. If a degree is not conferred or the Postdoctoral Scholar does not provide evidence of degree conferral on or after the specified degree conferral date, the University shall notify the Postdoctoral Scholar. If the University does not thereafter receive evidence of degree conferral, the conditional appointment as a Postdoctoral Scholar will terminate.
2. Are appointed for a temporary and defined period not to exceed five (5) years, including postdoctoral experience(s) at other institutions, as determined by the University. Under extraordinary circumstances (e.g. family leave or personal illness), the University may grant an exception to this limit; and
3. Are engaged in full-time mentored advanced training to enhance professional skills and research independence; and
4. Perform primarily research and scholarship under the direction and supervision of University faculty mentors.

B. Bargaining Unit Classifications

The postdoctoral collective bargaining unit includes those UW employees who meet the definition of Postdoctoral Scholar under Section A and shall be appointed to the titles of:

1 *Postdoctoral Scholar (XXXXX)*

2 An appointment is made in the title "Postdoctoral Scholar" when the agency funding the salary
3 requires or permits the appointee to be an employee of the University, or whenever General
4 Funds or other University discretionary funds are used to support the position.

- 5 1. The Employer may designate individual Postdoctoral Scholars as "conditional."
6 Conditional Postdoctoral Scholars will be appointed on a conditional basis until
7 the degree conferral documentation requirements are fulfilled, which shall not
8 extend beyond twelve months of appointment.

9
10 *Postdoctoral Scholar – Fellow (XXXXX)*

11 An appointment is made in the title "Postdoctoral Scholar – Fellow" when the Postdoctoral
12 Scholar has been awarded a fellowship or traineeship for postdoctoral study by an extramural
13 agency and the fellowship or traineeship stipend is paid either directly or through a University
14 account.

- 15 1. The Employer may designate individual Postdoctoral Scholar Fellows as
16 "conditional." Conditional Postdoctoral Scholars Fellows will be appointed on a
17 conditional basis until the degree conferral documentation requirements are
18 fulfilled, which shall not extend beyond twelve months of appointment.

19
20 *Interim Postdoctoral Scholar (XXXXX)*

21 An appointment is made in the title "Interim Postdoctoral Scholar" for UW graduate students
22 who recently obtained their PhD degree or equivalent and who request this title for a short-term
23 appointment to complete an existing project from their graduate educational programs before
24 moving on to other employment. When the University appoints a Postdoc in the Interim
25 Postdoctoral Scholar title, the appointment shall be for less than six (6) months. While Postdocs
26 may be appointed more than once to (XXXXX), no one shall be appointed in (XXXXX) for more
27 than a cumulative total of six (6) months in one or multiple appointments. Should an Interim
28 Postdoctoral Scholar (XXXXX) be appointed as a UW Postdoctoral Scholar (XXXXX) or
29 Postdoctoral Scholar – Fellow (XXXXX) at the conclusion of the interim appointment, their hire
30 date shall remain the original date of appointment into the interim title.

31
32 Time spent working in this classification shall count towards the five (5) year maximum eligibility
33 criteria for Postdoctoral Scholars, as specified in Section A(2) of this Article.

34
35 Tentatively Agreed To:

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37 For the Union:

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39 _____

40
41 Date: 4/11/19

For the Employer:



Date: 4/11/19

42


Article XX Training

The University shall provide paid time for, and reimburse costs associated with, Postdoctoral Scholars attendance of University-required training, workshops, and courses, necessary to perform assigned duties. This does not apply to continuing education or other requirements associated with maintaining a professional license or certification.

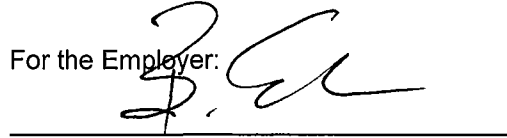
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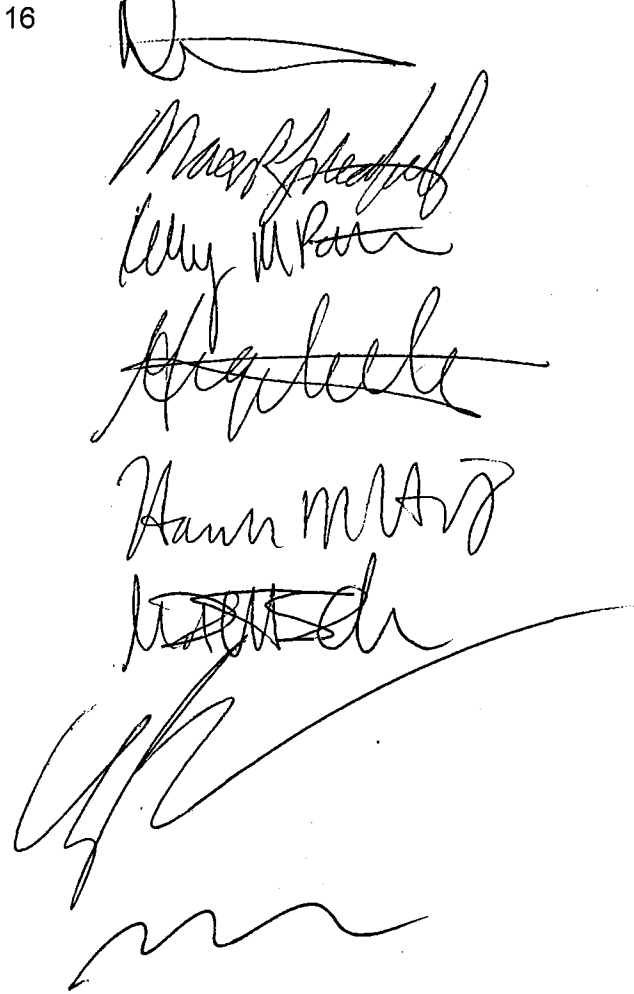
Date: 11/13/2018

For the Employer:



Date: 11/13/18

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A series of handwritten signatures and initials, including a large signature at the top, followed by several smaller ones, some of which are crossed out with a horizontal line.

ARTICLE XX: TRANSPORTATION

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4 **XX.12 University Transportation Committee (UTC):** The UTC will designate one (1)
5 permanent position on the committee to a Union selected Postdoctoral Scholar. Their
6 appointment and term will be coordinated by the Union.
7

8 **XX.23 Notice:** The University agrees to inform the Union as soon possible after the
9 University learns of any modifications to parking policies that may affect Postdoctoral
10 Scholars. At sites operated by the University, the Union will have the option to bargain
11 the impacts of any changes to parking policy that will affect Postdoctoral Scholars.
12

13 **XX.34** Postdocs shall have access to the same parking related services and programs
14 that are available to, and on the same basis as, full-time staff of the University. The
15 Union may raise issues and concerns about the University's parking program at Union-
16 Management Committee meetings.
17
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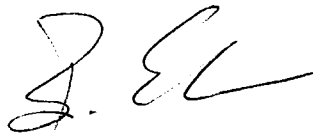
19 Tentatively Agreed To:
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21 For the Union: _____ For the Employer: SEL
22 [Signature] _____
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24 Date: 4-29-18 Date: 4-29-18
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~~[Signature]~~
Jim [Signature]
Mark [Signature]
Alex [Signature]
Dan [Signature]

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ARTICLE XX – TRAVEL PAY

Any employee required to travel as part of their assigned duties shall be reimbursed for travel costs if eligible, in accordance with University of Washington Administrative Policy Statements, General Travel Policies, and/or departmental policy.



10/12/18

TA'd For Union 10/12/18



Jim Owen

B. Wang

~~Magdalena~~

Vanessa M. Kaban

M. W. Sch

Julia

Kelly M. Pat



Mark Wright

Alis L. VA

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Article XX Union Security

Section 1. Union Membership. Employees who are covered under this Agreement may choose to execute a Union membership and payroll deduction form. The UAW will provide the University with the formula for calculating the dues and initiation fees.

Section 2. Upon ratification of this Agreement, the Union shall notify all employees of the option that they may join the Union. The notice shall include an application for Union membership card and a dues authorization card. The notice shall be provided to all employees both electronically and in hard copy.

A. The Union shall transmit to the Employer by the cut-off date for each payroll period, the name and Employee ID number of employees with new or changed deduction authorizations.

Section 3. Upon notification from the Union of an employee's written authorization, the University shall deduct Union dues from each paycheck, and remit the same together with a list of names of the employee's from whom deductions were made. The list shall contain: the employee's name, unique ID number, home department, amount of dues/ initiation fees/VCAP deducted and gross wages. The University shall transmit this data in electronic format.

Section 4. Payroll deduction notifications will be processed in the pay period received. Payroll deduction notifications received by the deduction cutoff deadline for a pay period will be processed for the payday that corresponds to that pay period. The University is not required to make retroactive deductions if an employee is out on an unpaid leave of absence or other unpaid status. The University will determine the deduction cutoff deadline for each pay period and inform the Union in writing of all such deadlines, or changes to deadlines, as soon as is practicable but no later than two (2) weeks prior to the implementation of a new deadline.

Section 5. The University shall electronically transmit to the Union on the first bank working day after each payday all dues, initiation fees, and VCAP deducted for that pay period.

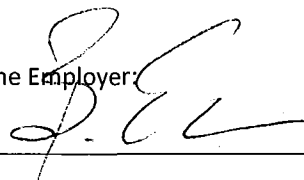
Alex L W *M. [unclear]* *TA'd for Union 10/12/10*
[unclear] *[unclear]* *[unclear]*
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1 **Section 6.** The Union specifically agrees that the University shall assume no
2 obligation other than that specified in this Article, or any financial liability, including
3 the payment of any retroactive dues/service fees, arising out of the provisions of
4 this Article. Further, the Union agrees that it will reimburse the University for any
5 costs, and indemnify and hold the University harmless from any claims, actions, or
6 proceedings by any person or entity arising from any deductions made or other
7 actions taken under this Article. This indemnification includes the cost of
8 representation.

9 **Section 7.** If an employee contacts the University to request that payroll deduction
10 be ended, the University will promptly refer the employee to the Union to process
11 the request. The University may request a copy of an employee's signed card at any
12 time.

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Tentatively Agreed To:	
For the Union: _____	For the Employer:  _____
Date:	Date: 10/12/18

ARTICLE XX UNION RIGHTS

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2
3 Section 1.

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

5 A. Total Compensation and deductions *

6 Name

7 Home Address

8 Home phone

9 Cell phone

10 Work phone

11 Work location (building)

12 Work location (address)

13 Work station or office (suite and/or number)

14 Employee ID number

15 Personal Email

16 UW email

17 UW mailbox

18 Employment status

19 Employment status effective date

20 Job classification

21 Department

22 Pay grade

23 Pay step

24 Pay rate salary

25 Hourly rate

26 Supervisor

27 Supervisor email

28 Race

29 Gender

30 DOB

31 Date of hire

32 Job title

33 Job class code

34 Shift

35 Deduction amount dues

36 Deduction amount fees

37 Deduction amount other

38 Deduction amount VCAP

39 Total wages for the pay period

40 Total base pay for pay period

41 Total overtime pay for pay period

42 Total overtime hours per pay period

43 Total hours worked in the pay period

44 Days in the pay period

- 1 Total hours for each class/type of differential and or/ premium pay for the pay period
- 2 Total wages for each class/type of differential and or/ premium pay for the pay period
- 3 Total wages year to date.
- 4 Pension plan enrollment (which plan)
- 5 Position number
- 6 Medical plan enrollment (which plan)
- 7 Bargaining Unit
- 8 Total FTE
- 9 Anniversary date (step date)
- 10 Employment status (regular full time, regular part time, hourly, fixed duration part time,
- 11 fixed duration full time)
- 12 ~~*The parties desire a one line report per employee for this report. We should discuss~~
- 13 ~~how to reconcile multiple appointments~~
- 14 B. All appointment list
- 15 All information above with wages and codes organized by appointment including:
- 16 a. Id by each worker.
- 17 b. Appointment budget number(s)
- 18 c. Beginning date
- 19 d. End date
- 20 e. Department and /or hiring unit
- 21 f. College/Org name
- 22 g. Job Classification
- 23 h. Job Classification Code
- 24 i. Full time salary or hourly rate
- 25 j. Appointment/FTE Percentage
- 26 k. Appointment status
- 27 l. Appointment term
- 28 m. Distribution line information.
- 29 n. Position number
- 30 o. Earnings in last pay cycle
- 31 p. Hours worked in last pay cycle
- 32 q. FTE in last pay cycle
- 33 C. Change Report
- 34 Name
- 35 Job classification
- 36 Job classification code
- 37 Department
- 38 Employee id
- 39 Original hire date
- 40 Status change date
- 41 Termination/separation date if any
- 42 Reason for status change, nature of status change
- 43 Reason for termination/separation
- 44 LOA effective date

- 1 Nature of LOA
- 2 New hire date
- 3 New Hire
- 4 D. Vacancy Report
- 5 Position Number
- 6 Job Classification
- 7 Date of vacancy
- 8 Elimination date of vacancy
- 9 Reason for elimination (filled, deleted, transferred to a different classification/status)

10

11 ~~Section 2. —~~

12 ~~The Union will have the same access to the University mail system as all other unions~~
13 ~~representing University employees.~~

14

15 Section 3.

16 Following ratification and approval by the parties, the University shall publish the Agreement on
17 a designated website.

18

19 Section 4.

20 In accordance with University/Department policy on access, representatives of the UAW shall
21 be permitted access to employees' work spaces for the performance of official union business,
22 ~~provided the University policy shall be non-discriminatory and shall be enforced in a non-~~
23 ~~discriminatory manner.~~ Union representatives will not engage in any disruption of University
24 operations, interfere with the assignment and direction of employees, or in any way impede the
25 discharge of any employee's duties and responsibilities.

26

27 ~~Section 5. —~~

28 ~~Union orientation is a part of the orientation and onboarding process for new ASE Postdocs.~~
29 ~~The Union shall be provided 30 minutes for Union orientation at any University, Hiring Unit, or~~
30 ~~Department wide orientation for new ASE Postdocs, to distribute materials, including Union~~
31 ~~membership application and dues deduction authorization. Such meetings shall be~~
32 ~~compensated count toward the 220 hours expectation. Upon request from the Union and not~~
33 ~~more than once per quarter, departments will provide time and space for a 30-minute Union~~
34 ~~orientation with newly hired ASE Postdocs that have not previously attended a University, Hiring~~
35 ~~Unit or department wide orientation for new ASE Postdocs. Such orientation time shall be~~
36 ~~compensated count toward the 220 hours expectation. Departments will encourage new ASE~~
37 ~~Postdocs to attend these orientations. The University and the Union shall meet semi-annually to~~
38 ~~discuss the efficacy of this provision.~~

39

40 Section 6.

41 The University agrees to furnish conference and/or meeting rooms for Union meetings upon
42 prior request by the Union in accordance with University policy and cost.

43

44 Section 7.

1 The Union may designate a number of stewards appropriate to the size of the unit who shall be
2 members of the bargaining unit. A steward who is processing a grievance in accordance with
3 the grievance procedure of this Agreement shall be permitted reasonable paid release time to
4 meet with University representatives and process the grievance. Time off for processing a
5 grievance shall be granted to a steward by a supervisor following a request, but in consideration
6 of job responsibilities. If permission for time off cannot be granted, the University shall arrange
7 for ~~time for~~ release time off at the earliest possible time thereafter. The University will work in
8 good faith to find ways to allow ASE Postdocs designated as stewards the time necessary to
9 perform their responsibilities, which may include a reduced work assignment for the ASE
10 Postdoc. The Union will work in good faith with the University in the designation of stewards so
11 as to avoid appointing a steward in situations that would create a hardship to the University.
12 Stewards shall remain responsible for fulfilling all of their postdoctoral employment duties and
13 responsibilities. Postdocs shall comply with their PI or supervising manager's normal
14 procedures for notifying the PI or supervising manager and obtaining permission for such time,
15 provided that permission shall not be unreasonably withheld.
16
17

18 Section 8.

19 The Union will submit to the Office of Labor Relations the name of each steward and the
20 assigned jurisdiction of the steward. In the event of a re-designation of stewards, notice shall be
21 provided to the University at least two days prior to the date such steward is recognized.
22 Stewards will only process grievances within their steward jurisdiction, unless otherwise
23 mutually agreed.
24

25 Section 9.

26 The University shall provide paid release time without loss of pay for up to five (5) ASE
27 Postdocs (no more than one (1) per department), designated by the Union for the purpose of
28 bargaining a replacement agreement during normal working hours provided that such
29 representatives shall remain responsible for fulfilling all of their postdoctoral employment duties
30 and responsibilities. Release time shall only apply to bargaining sessions with the Employer.
31 Postdocs shall comply with their PI or supervising manager's normal procedures for notifying
32 the PI or supervising manager and obtaining permission for such time, provided that permission
33 shall not be unreasonably withheld.
34

35 Section 10.

36 The University will provide a bulletin board space for the Union in those Departments where
37 ASE Postdocs work.
38

39 ~~Section 11.~~

40 ~~The University shall furnish an electronic copy to the Union of the Annual "UW Postdoc Profile"~~
41 ~~Graduate Student Financial Support Summary Report (ethnic breakdown).~~
42

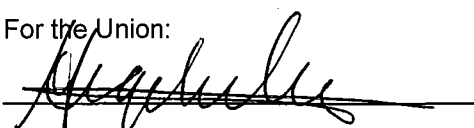
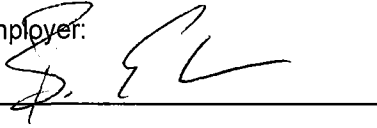
43 Section 12.

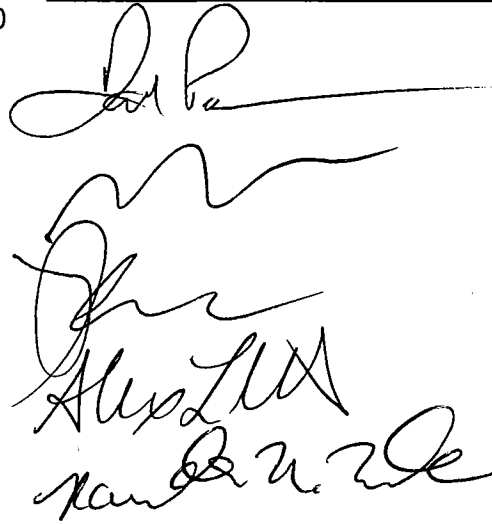
44 New ASE Postdoc Rights.

- 1 A. The University shall provide each new ASE Postdoc, at the same time as providing
- 2 forms required for new employment (e.g. W4 and I9), introductory materials from the
- 3 Union, including a Union Membership Election Form and Voluntary Community Action
- 4 Program (VCAP) form.
- 5 B. In exceptional situations where the ASE Postdoc has completed other required
- 6 employment forms before they are hired into the bargaining unit, the University shall
- 7 provide introductory materials from the Union, including a Union Membership Election
- 8 Form and Voluntary Community Action Program (VCAP) form, at the time they are hired
- 9 into the bargaining unit.
- 10 C. The University will make every reasonable effort to have completed Membership
- 11 Election Forms and VCAP forms returned to the Union within ten (10) calendar days of
- 12 receipt and to notify the Union within ten (10) calendar days of all new ASE Postdocs
- 13 hired to include name, home department/hiring unit, job code, home address, mail stop,
- 14 Employee Identification Number, and appointment start date. The University shall meet
- 15 with the Union to develop the method of notification.
- 16

17 Section 13.

18 ~~Training. Prior to the start of Winter Quarter 2019 Fall Quarter 2018, the parties will jointly~~
19 ~~develop training for management summarizing the changes from the prior collective bargaining~~
20 ~~agreement. The University and Union shall meet quarterly to discuss any training needs related~~
21 ~~to contract administration.~~

23 Tentatively Agreed To:	
24 For the Union:	24 For the Employer:
25 	25 
26	26
27	27
28 Date: 1/9/2019	28 Date: 1/9/19
29	29

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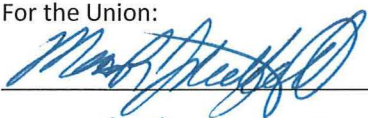
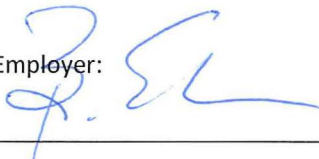


Article XX Voluntary Community Action Program (VCAP)

2 Upon presentation of a legible signed authorization form executed by an employee, the
3 University agrees to provide a voluntary check off for the UAW Voluntary Community
4 Action Program (VCAP) in accordance with the following provisions:


- 5 1. The authorization form must be mutually agreed upon by the parties and contain
6 specific UW payroll language as determined by the University. If the authorization
7 form is not legible, as determined at the sole discretion of the University, the form
8 will be returned for clarification.
- 9 2. The employee must be an active dues paying member for the VCAP deduction to
10 occur.
- 11 3. The VCAP deduction must be in a flat dollar amount and shall either be deducted
12 from the employee's first paycheck of the month, or will be divided equally between
13 the two monthly paychecks, as determined by the University.
- 14 4. This provision is for regular recurring payroll deductions and shall not be used for
15 one-time deductions.
- 16 5. An employee may discontinue the VCAP deductions at any time upon written
17 notification to the Payroll Office.
- 18 6. The UAW shall be responsible for any reasonable initial and ongoing processing
19 costs associated with setting up and maintaining this additional check off. Costs will
20 be determined at the sole discretion of the University consistent with charges made
21 for other similar deductions. VCAP collections less any processing charges will be
22 remitted to the UAW VCAP on a monthly basis. The remittance listing for this
23 deduction will be added to the Union deduction information already provided to the
24 Union.
- 25 7. The Union and each employee authorizing the assignment of wages for the
26 payment of voluntary political action contributions hereby undertakes to indemnify
27 and hold the University harmless from all claims, demands, suits or other forms of
28 liability that may arise against the University on account of any deduction made
29 from the wages of such employee.


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Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: 10/19/18 	Date: 10/19/18 


38











ARTICLE XX WAGES

A. GENERAL PROVISIONS

1. ~~Nothing shall preclude the~~The University from ~~providing~~may provide compensation to individual Postdoctoral Scholars at rates above those ~~required~~stipulated in this Article.
2. When the requirements of the sponsoring agency exceed the terms of this Article, the requirements of the sponsoring agency shall control all salary/stipend adjustments.
3. The provisions of this Article shall not apply to any Postdoctoral Scholar appointed on a grant that restricts that Postdoctoral Scholar's remuneration to only the pay received by the grant.

B. UW POSTDOCTORAL SCHOLAR EXPERIENCE-BASED SALARY SCALE

The Postdoctoral Scholar salary/stipend minimum rates are provided in the Table 1 below. The minimum rates are graded based on duration of prior relevant postdoctoral experience (both with the University and other institutions) at the time of appointment as determined by the Employer.

Table 1. Postdoctoral Scholar experience-based salary scale

Postdoctoral experience level	Minimum annual full-time salary equivalent
0 (0 – 11 months)	\$ 50,004
1 (12 – 23 months)	\$ 50,376 51,004
2 (24-35 months)	\$ 50,760 52,024
3 (36- 47 months)	\$ 51,775 53,065
4 (48 – 59 months)	\$ 52,811 54,126
5 (60-71 months)*	\$ 53,867 *55,208*

*by exception

C. INDIVIDUAL POSTDOCTORAL SCHOLAR SALARY INCREASES

Once a Postdoctoral Scholar is appointed with a salary/stipend amount at or above their appropriate experience level, all future appointments must be to the same or next higher experience level. For the purpose of this article the Postdoctoral Scholar's anniversary date is defined as one (1) calendar year of continuous employment from their most recent appointment date.

- 1 1. Postdoctoral Scholar's s whose salary rate is equal to the Postdoctoral Scholar
2 salary/stipend minimum scale shall receive an increase to at least the minimum of the
3 next appropriate salary/stipend experience level in Table 1.
- 4 2. Postdoctoral Scholar whose salary rate exceeds their experience-based Postdoctoral
5 Scholar salary/stipend minimum scale shall receive a salary/stipend increase of no less
6 than two percent (2%) every year on the anniversary date of their appointment.
- 7 3. In the event that a Postdoc ~~is awarded~~wins extramural funding — or is named as
8 personnel on a grant or other extramural funding source ~~won by the Postdoc's~~
9 ~~supervisor or colleague~~ — that supports~~stipulates~~ a higher salary/stipend than the
10 Postdoc receives at the time of award, and the supervisor has authorized a salary
11 increase subject to departmental approval, the Postdoc salary/stipend ~~will~~shall increase
12 to the new rate ~~in the pay period on the next available pay period~~immediately following
13 the effective date of the ~~extramural funding award~~departmental decision, ~~and The~~the
14 effective date of the ~~award~~increase shall become the Postdoc's new anniversary date
15 for the purposes of Section C of this Article~~§C-4~~.
- 16 D. Retention: For the purpose of retention, the Employer may enter into individual agreements
17 at any time with Postdoctoral Scholars regarding salary increases.

18

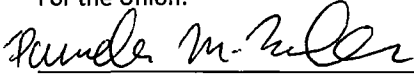

19 Tentatively Agreed To:
20
21 For the Union: _____ For the Employer: [Signature]
22 Alex LM _____
23
24 Date: May 29, 2019 Date: 5-29-19
25

26

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Article XX – Workspace and Materials

Postdoctoral Scholars shall have access to required facilities, equipment and materials. Such access shall not be unreasonably denied.

Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: Dec 20, 2018	Date: 12/20/18



Ally M. Miller

Jim O'Neil

~~Blair~~

~~Stephen~~



Janice

Jim Sney

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO and
its LOCAL UNION 4121 (UNION)

9
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MOU – ARTICLE XX WAGES IMPLEMENTATION

11 During negotiations, the parties reached agreement on the following regarding
12 implementation of Article XX Wages:

- 13
14 I. Article XX Wages increases will go into effect on August 1, 2019. The
15 University will use best efforts to ensure ~~implementation of Article XX~~
16 Wages payment of wage increases no later than the September 25th, 2019 pay
17 date. In order to receive the wage increases, Postdoctoral Scholars must be
18 employed in a bargaining unit position and in pay status during the pay period in
19 which the payment is made.
20
- 21 II. Employees whose salary is below the salary for their experience level in Table 1:
22 a. On August 1, 2019 ~~the date of implementation~~, employees with
23 salaries/stipends that are below the postdoctoral experience level
24 minimum salary listed in Table 1 of Article XX Wages will be placed on the
25 appropriate step of the wage scale.
26 b. Employees will move up to the next pay step in Table 1 of Article XX on
27 Wages on their anniversary date of their appointment following
28 implementation in accordance with Part C.1 of Article XX Wages.
29
- 30 III. Employees whose salary is at or above the salary for their experience level in
31 Table 1:

1 a. Employees will receive salary/stipend increases on their anniversary date
2 of their appointment following implementation in accordance with Part C.2
3 of Article XX Wages, unless their anniversary date falls between the date
4 of ratification and the date of implementation.

5 i. Employees whose salary is at or above the salary for their
6 experience level and who have an anniversary date between the
7 date this agreement is ratified and the date of implementation will
8 receive a two percent (2%) salary increase upon implementation.
9 For all subsequent increases, Part C.2 of Article XX Wages shall
10 apply.

11
12 IV. New Appointments.

13 a. Employees appointed to a classification in this bargaining unit between
14 the date this agreement is ratified and ~~the date of implementation~~ August
15 1, 2019 will receive salaries no less than the salary corresponding to their
16 experience level stated in Article XX Wages; Table 1.

17
18 V. This memorandum expires September 30, 2019.

20 Tentatively Agreed To:	
21 For the Union:	21 For the Employer:
22 <u>Kenneth M. Hill</u>	<u>[Signature]</u>
23	23
24 Date: <u>May 29, 2019</u>	24 Date: <u>5-29-19</u>
25	25
26	26

[Signature]
 [Signature]
 Kelly Sprues
 [Signature]

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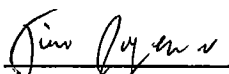

MEMORANDUM OF UNDERSTANDING
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MOU – Immigration Status and Visas

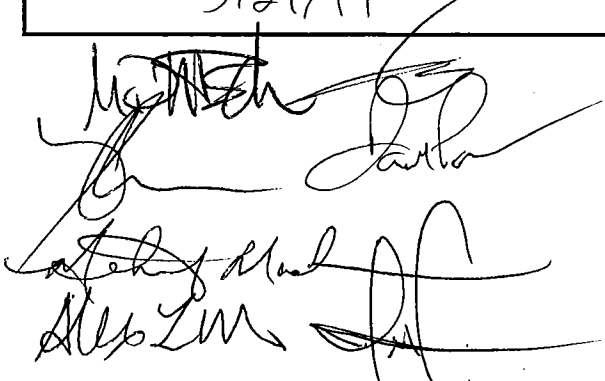
11 During negotiations, the parties reached agreement on the following regarding *Immigration*
12 *Status and Visas*:

- 13 A. The Union and University shall meet up to four (4) times in the calendar year following
14 ratification to discuss issues arising from International Postdoc employment, immigration
15 status, and visas. The parties may add additional meetings by mutual agreement.
16
17 B. The Employer will make a good faith effort to process visa paperwork in the control of
18 the Employer in a timely manner. The Union may escalate concerns regarding timely
19 processing to Labor Relations (laborrel@uw.edu).
20
21 C. International Grievants Who Are Dismissed
22
23 1) If the grievant was required to leave the country prior to the arbitration hearing
24 due to a change in visa status as a result of the grieved action, but elects to
25 participate in person on a travel visa, upon request the University will assist in
26 obtaining the travel visa by providing the form letter in Attachment A.
27
28 2) If the arbitrator makes the determination that the grievant was not dismissed for
29 just cause, the employing unit shall reimburse for actual travel costs incurred, for
30 the grievant only, to appear at the hearing. Such reimbursement by the
31 employing unit shall be limited to a travel visa and airfare, in accordance with
32 University Travel Policy.
33
34 3) If the arbitrator upholds the dismissal, the union shall be responsible for
reimbursement of travel costs to the grievant.

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Tentatively Agreed To:	
For the Union:	For the Employer:
	
Date: <u>5/29/19</u>	Date: <u>5-29-19</u>

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1 Attachment A:

2 DATE

3

4 Dear _____:

5

6 University of Washington and UAW 4121 have agreed to a collective bargaining
7 agreement for Postdoctoral Scholars at UW. As part of that agreement, Postdoctoral
8 Scholars have the right to participate in a hearing by a neutral, independent arbitrator to
9 resolve disputes over termination of their employment. As such, the union and university
10 request that the U.S. Department of State facilitate providing a visitor visa to
11 _____ (name of Postdoc) who worked at UW from ____ to ____ (dates of
12 employment) as a Postdoctoral Scholar, so that they can participate in the arbitration
13 hearing on _____ (dates) at the University of Washington regarding their termination
14 from university employment.

15

16 Thank you in advance for your assistance.

17

18 Sincerely,

Name

Name

Title, Labor Relations, University of
Washington

President, UAW 4121

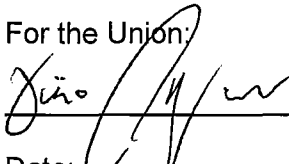
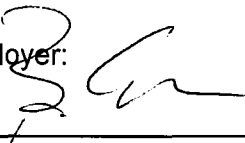
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2 MEMORANDUM OF UNDERSTANDING
3 BETWEEN
4 THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
5 AND
6 THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND
7 AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO and
8 its LOCAL UNION 4121 (UNION)

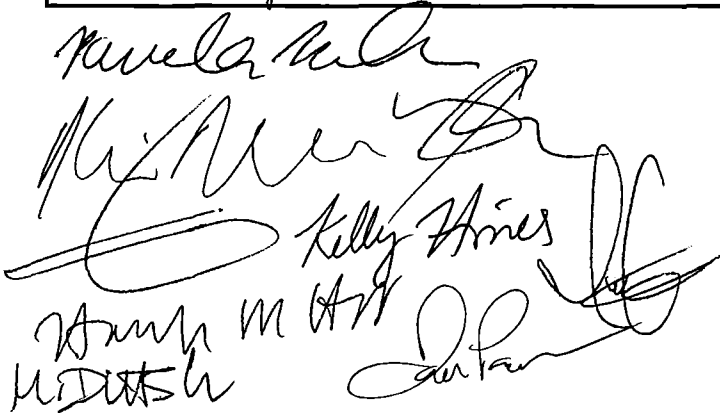
9 MOU – ONE-TIME WAGE ADJUSTMENT
10

11 Effective September 1, 2019, the University will provide a one-time two percent (2%)
12 salary increase to Postdoctoral Scholars who:

- 13 I. Were reappointed to their current appointment between October 3, 2017 and the
14 date this agreement is ratified by the Union, AND
- 15 II. Were paid in a salaried, full time Senior Fellow title throughout the entire period
16 of October 3, 2017 through ratification, AND
- 17 III. Received no salary increase throughout the entire period of October 3, 2017
18 through ratification, AND
- 19 IV. Has not been a paid-direct appointee (in whole or in part) or a stipended
20 appointee at any point during that time.

21 This memorandum expires September 30, 2019.
22

23 Tentatively Agreed To:	
24 For the Union:	24 For the Employer:
25 	25 
26 _____	26 _____
27 Date: May 29, 2019	27 Date: 5-29-19
28	28
29	29



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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
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AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO and
its LOCAL UNION 4121 (UNION)

MOU – WAGE REOPENER

11 During negotiations, the parties reached agreement on the following regarding *Wage*
12 *Reopener*:

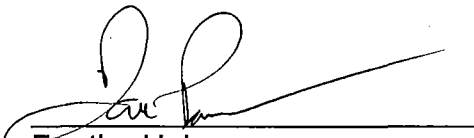
13 If the NIH Ruth L. Kirschstein National Research Service Award (NRSA) stipend levels
14 increase during the life of this memorandum of understanding, the Union may re-open
15 Article XX Wages; Table 1 UW Postdoc Experience-Based Salary/Stipend Scale for
16 bargaining.

17 Unless agreed otherwise, the parties agree to begin bargaining within thirty (30)
18 calendar days of the NIH notice of change to stipend levels. Neither party is obligated to
19 agree to any proposal.

20
21 This MOU expires on October 16, 2020.

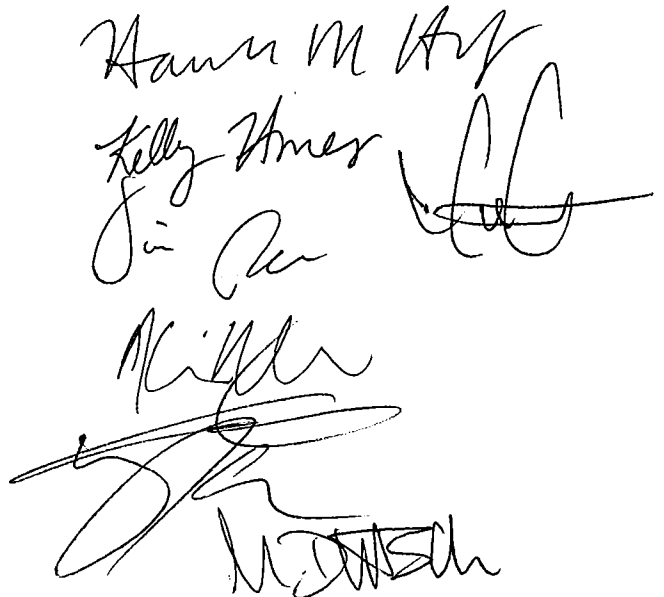
22
23 Dated 5-29, 2019

24 
25 _____
26 For the Employer
27



For the Union

~~~~


Hannah M. Holt
Kelly Thomas
Jim Carr
Kipper
M. J. Smith

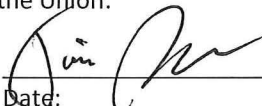

1 MEMORANDUM OF UNDERSTANDING
2 BETWEEN
3 THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
4 AND
5 THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND
6 AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO and
7 its LOCAL UNION 4121 (UNION)

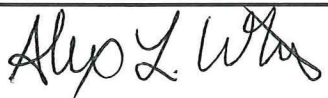


8 **MOU – SEXUAL HARASSMENT TRAINING**

9 During negotiations, the parties reached agreement on the following regarding *Sexual*
10 *Harassment*:

- 11 A. The parties agree that the Employer will make the sexual harassment training
12 that is currently available to the Academic Student Employees also available to
13 Postdoctoral Scholars.
14
15 B. Trainings for academic student employees and postdoctoral scholars will be held
16 jointly and scheduled at mutually agreeable dates and times.
17
18 C. The Employer will provide a .2 FTE appointment/assignment for one (1)
19 postdoctoral scholar trainer per calendar year as soon as possible but no later
20 than ninety (90) days of ratification.
21
22 D. The University and the Union shall jointly agree upon the Postdoctoral Scholars
23 to be designated as trainers.
24

25 This MOU expires on June 30, 2022.
26

27 Tentatively Agreed To:	
28 For the Union:	28 For the Employer:
29 	29 
30 Date: <u>04/29/19</u>	30 Date: <u>4-29-19</u>
31	31
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1 **MOU – TIME REPORTING**

2
3 **MEMORANDUM OF UNDERSTANDING**

4 **BETWEEN**

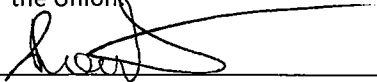
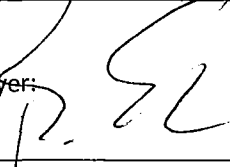
5 **THE UNIVERSITY OF WASHINGTON (UNIVERSITY)**

6 **AND**

7 **THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND**
8 **AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO and**
9 **its LOCAL UNION 4121 (UNION)**

10
11 During negotiations, the parties reached agreement on the following regarding Time
12 Reporting:

13
14 Postdoctoral Scholars are currently full-time overtime-exempt professional
15 appointees. Should changes to the federal or state overtime eligibility
16 regulations alter the overtime-exempt status of any of the Postdoctoral Scholars
17 covered by this agreement either party may re-open Article XX Time and Effort
18 Commitment. The parties agree that in accordance with state and federal law,
19 the Employer may require overtime eligible employees to accurately report time
20 worked using either a positive time or exception time reporting process as
21 determined by the Employer. In the event that either party provides notice to re-
22 open Article XX Time and Effort Commitment, both parties agree to begin
23 bargaining within seven (7) days of the notice. Topics of bargaining may include
24 but not be limited to the following: overtime approval procedures and meal and
25 rest breaks scheduling.

26 Tentatively Agreed To:	
27	
28 For the Union	28 For the Employer:
29 	29 
30	30
31 Date: 4/17/2019	31 Date: 4-17-19
32	32



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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO and
its LOCAL UNION 4121 (UNION)

11
12

MOU – TRANSPORTATION

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14
15

During negotiations, the parties reached agreement on the following regarding
Transportation and U-Pass:

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17


Effective July 1, 2019, bargaining unit employees will not be charged a fee for a U-
PASS.

18
19

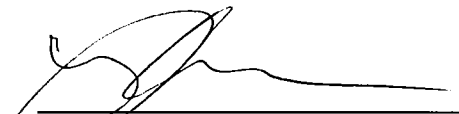
This MOU expires on June 30, 2021.

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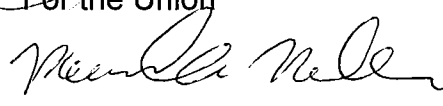
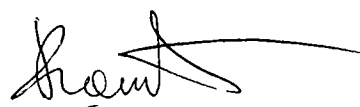




Dated May 6, 2019



For the Employer

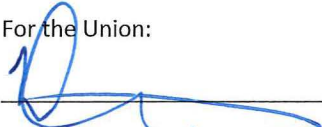
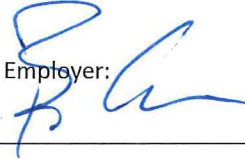


For the Union

Side Letter - Workday Rosters/Reports

The parties will meet to discuss and complete any necessary updates to the contract provisions regarding Union rosters in Article XX Union Rights. The parties acknowledge that the implementation of Workday has resulted in some variances in the content of the agreed upon four reports, and the parties will work together to resolve the differences between the current Union roster contents and the contract.

Tentatively Agreed To:	
For the Union:  Date: 12/11/2018	For the Employer:  Date: 12/11/18

