

07/01/13 – 06/30/15  
Print Plant Craft  
Employees Bargaining Unit

A G R E E M E N T

by and between the

UNIVERSITY OF WASHINGTON

and the

GRAPHIC COMMUNICATIONS UNION, LOCAL 767-M

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## **ARTICLE 1 - PREAMBLE**

This Agreement is between the University of Washington Board of Regents (hereinafter called the University) and Graphic Communications Union, Local 767-M, AFL-CIO (hereinafter called the Union).

## **ARTICLE 2 - NONDISCRIMINATION/AFFIRMATIVE ACTION**

Section 1. The University and the Union agree that neither will discriminate against any employee by reason of race, color, creed, religion, age, sex (except where age or sex is a bona fide occupational qualification), marital status, sexual orientation, political affiliation, national or ethnic origin; membership in a Union; disabled or Vietnam era veteran; or the presence of any sensory, mental or physical disabilities unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the University.

Processing of alleged violations of this Article through the applicable regulatory agency or through the grievance procedure shall be the option of the employee. A decision by the employee to proceed with the grievance procedure shall constitute a waiver of any rights to pursue another remedy.

### Section 2. Affirmative Action.

The Union and the University agree to abide by and support the applicable statutory and administrative laws pertaining to equal opportunity and elimination of employment inequities.

## **ARTICLE 3 - JURISDICTION**

All employees including assistant supervisors performing any work in the Bindery, Pre-Press (including the separate job categories of Lithographer, Electronic Pre-Press I and II, and Pre-Press Production Technician), Press and Shipping Departments described in the Appendices of this Agreement shall, without limitation, be covered by the terms of this contract. No employee shall be laid off as a result of a supervisor performing bargaining unit work.

## **ARTICLE 4 - RECOGNITION**

The University recognizes Seattle Local 767M of the Graphic Communications Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and conditions of employment for all full-time and regular part-time printing craft employees in the Printing Department; excluding all printing non-craft employees, office clerical employees, guards, and supervisors.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent management rights, prerogatives, and functions are retained and vested exclusively in the University. The Employer, through its designated management personnel, has the right and responsibility, to control, change, and supervise all operations, and to direct and assign or reassign all employees work appropriate for their classification. Such right and responsibility shall include, by way of illustration but not limited to, the selection and hiring of employees, discipline, discharge for justifiable cause, classification, reclassification, layoff, promotion, demotion, and training of employees, establishment of work schedules, allocation of all financial and other resources, and control and regulation of the use of all equipment and other property of the University. The Employer shall determine the method, technological means, number and kind, and qualifications of personnel by and for which operations are to be carried out. The Employer shall take action as may be necessary to carry out its responsibilities in any emergency situation.

## **ARTICLE 6 - UNION MEMBERSHIP AND DUES**

Section 1. The University agrees to deduct from the paycheck of each employee who has so authorized it, the regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted regularly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

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

Section 2. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members, and those who are not members shall either join the Union or contribute periodically an amount equivalent to the regular monthly dues of the Union to the Union, and any employee hired or assigned into the bargaining unit as defined in Article 4 of this Agreement shall, on or after the thirtieth (30th) day following the beginning of such employment, or inclusion within the bargaining unit, either join the Union or contribute monthly an amount equivalent to the regular monthly dues of the Union to the Union.

Employees who are determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular union dues and initiation fees to a charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.

Section 3. Failure by an employee to abide by the afore-referenced provisions shall constitute cause for discharge of such employee; provided, however, it shall be the responsibility of the Union to notify the University in writing when it is seeking discharge of an employee for noncompliance with Section 2 of

this Article. When an employee fails to fulfill the union security obligations set forth within this Article, the Union shall forward a "Request for Discharge Letter" to the affected department head (with copies to the affected employee and University Labor Relations Office). Accompanying the discharge letter shall be a copy of the letter to the employee from the Union explaining the employee's obligation under Article 6, Section 2.

The contents of the "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Section 2 of Article 6, but provide the employee and the University with ten (10) calendar days written notification of the Union's intent to initiate discharge action, during which time the employee may make restitution in the amount which is overdue.

### **ARTICLE 7 - TIME BASIS**

Wages shall not be based on piece work but shall be on the basis of time worked.

### **ARTICLE 8 - OVERTIME**

All employees in the bargaining unit shall receive time and one-half for the first 2 hours worked in excess of a regularly scheduled full-time weekday or Saturday shift and double time thereafter. All overtime worked on Sunday shall be paid at double time. When an employee has left the premises of the Print Plant after completion of the regular shift and is recalled for work, the employee shall not be paid for less than 3.5 hours of the shifts in excess of the regular work week.

### **ARTICLE 9 - SHIFTS**

Section 1. Work Week: The work week is comprised of five consecutive day, evening or night shifts, Monday through Friday.

Section 2. All shifts are eight (8) hours in length except for Press, Bindery and Lithography, where the shifts are seven (7) hours in length.

Section 3. The Employer will determine start and quit times. Employees whose shifts begin after 12:45pm will receive a shift differential of \$.50 cents above their hourly rate listed in Appendix A. Shift differential will be included in base overtime rate.

Section 4. All time worked before or after a regularly scheduled shift shall be considered overtime except when the schedule has been requested by the employee.

Section 5. A rest period of at least nine (9) hours must be given between shifts.

Section 6. An employee reporting for a shift shall receive not less than the employee's pay except in the event of interruption of production because of an emergency beyond control of the University or

where the employee voluntarily does not work in which case he or she shall be paid only for hours worked.

#### **ARTICLE 10 - PUBLICATIONS**

The Union, realizing the advance of periodical publications and possible production and delivery deadlines, will meet with the University at the University's request for the purpose of making possible changes in certain sections of this Agreement, but limited only to the employees, equipment, and publication involved.

#### **ARTICLE 11 - FRINGE BENEFIT ELIGIBILITY**

Employees hired to work twenty (20) or more hours per week with the expectation of six months or more continued employment in the Print Plant shall participate in the Employer's fringe benefit programs.

Other employees shall receive an eight percent wage premium in lieu of fringe benefits but may also participate in the Worker's Compensation or Unemployment Compensation programs if eligible by State law.

#### **ARTICLE 12 - RETIREMENT**

The University is a participant in the Washington State Public Employees' Retirement System and makes payment on behalf of each eligible employee to the Retirement System in the maximum amount allowed by State law.

Eligible employees shall participate in the Washington State Public Employees' Retirement System (currently PERS 1, PERS 2 and PERS 3) subject to the provisions of the Public Employees' Retirement Act - Chapter 41.40 RCW.

#### **ARTICLE 13 - INSURANCE**

The University shall provide the State's basic benefits package to each eligible employee. This provision shall continue as long as the University at large participates in the State's insurance programs on behalf of other University classified staff employees. The programs currently contain a basic medical, dental, long-term disability, and basic life and accidental death and dismemberment insurance plan. The benefit levels and premium costs of the programs shall be as determined by the appropriate state agency or board or through state-wide collective bargaining, as appropriate, with the Employer paying premiums equal to those paid by the University for all represented classified employees working at the University. Should benefit levels or premium costs of the programs differ among University classified staff employees during the life of this contract, either party may request that the contract be re-opened to discuss the future distribution of the costs of those programs.

## **ARTICLE 14 – JOINT UNION MANAGEMENT COMMITTEE**

A Joint Union Management Committee will be established consisting of two persons from each party. The Committee will be advisory in nature and will not include any collective bargaining authority. The Committee will generally meet quarterly, but may schedule additional meetings as needed. The Committee may deal with matters of general union/employer concern including discussions over training needs/opportunities and contracting out. The Committee may make recommendations to the Director of Publications Services. The Director, at his discretion, may implement any or all of the recommendations and, upon request of Committee members, will discuss his decisions with the Committee. If the Director chooses to implement any or all of the Committee's recommendations, the Committee may monitor the progress of such implementation. The Committee may suggest modifications to its recommendations at any time.

The Committee will not discuss issues raised under Article 22, Grievance Procedure.

## **ARTICLE 15 - TRAINING**

The Employer will pay for all costs associated with the training of bargaining unit members (seminar and registration fees, travel and lodging expenses in accordance with University policy) when such training is specifically assigned by the Employer. The Employer will provide training to bargaining unit members who will be assigned to work with new equipment, including software, when such equipment or software is to be used to perform work normally performed by bargaining unit members.

## **ARTICLE 16 - HIRING**

Section 1. The University agrees to notify the Union when in need of employees. The Union will use every means within its power to provide a sufficient number of employees within the jurisdiction of the Union. Selection of applicants for referral to jobs shall be on a nondiscriminatory basis. The union will attempt to only refer qualified individuals.

Section 2. The University retains the right to reject, on a nondiscriminatory basis, any job applicant referred by the Union.

Section 3. Current job classifications shall be identified in Appendix A and are subject to change.

## **ARTICLE 17 - SENIORITY**

Section 1. Seniority shall be defined as unbroken, continuous service in the bargaining unit in a permanent position. A seniority list shall be maintained reflecting each employee's most recent date of hire in the bargaining unit and date of appointment in the current job classification. A copy of the seniority list will be posted on the employee bulletin board; it will be updated as revisions are necessary. Seniority shall be terminated in the event of layoff for more than 12 months, nonavailability for recall to

employment or for resignation or termination. Seniority will be considered unbroken for approved unpaid leave for up to three (3) months for union business.

Section 2. In all layoffs, reemployment and shift preference the rules of seniority shall prevail when in the judgment of the University the employee is competent to perform the work required. The employee with the least seniority in the job class shall be laid off. An employee in a higher classification who worked for the Print Plant in a lower class or works in the same skill category of other employees (Bookbinder I and II; Electronic Pre-Press categories; press categories) may exercise seniority in order to avoid layoff or be rehired. Where seniority is so exercised, the employee's rate shall be that of the lower classification.

### **ARTICLE 18 - PROBATIONARY PERIOD**

All new employees appointed to positions shall serve a probationary period of 180 days. During the probationary period, employees may be dismissed for any reason without recourse to the grievance procedure.

### **ARTICLE 19 - UNION REPRESENTATIVES**

Section 1. The Business Manager or Business Representative of the Union may arrange a reasonable time to visit the work location of bargaining unit employees as agreed by the Director or designee. Agreement shall not unreasonably be withheld. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement.

The University shall prevail upon its supervisory personnel to cooperate fully with the steward and other Union representatives in an attempt to promptly resolve any complaints that may arise. The Union, likewise, shall prevail upon all employees in the bargaining unit, and especially the steward, to make a diligent and serious attempt to resolve complaints at the lowest possible level.

Section 2. The Union shall have the right to designate one shop steward for the bargaining unit. The Director shall be notified immediately upon appointment. Under no circumstances shall a shop steward countermand orders or directions from University officials or change working conditions.

Section 3. Where allowable and after prior arrangements have been made, the Union may use meeting rooms in accordance with University regulations for the purpose of conducting Union business, where such activities do not interfere with the normal work of the University.

### **ARTICLE 20 - BULLETIN BOARD**

The University shall provide a bulletin board for posting of notices by the Union, notices to members of Union meetings, Union elections, and results of Union elections and other business concerning GCIU Local 767M and the bargaining unit. All other notices shall be subject to review and approval of the University before posting.

The University shall provide appropriate bulletin board space for posting of notices by the Union, notices to members of Union meetings, Union elections, and results of Union elections and other business concerning GCIU Local 767M and the bargaining unit. All other notices shall be subject to review and approval of the University before posting.

All notices relating to official Union business shall be dated and signed by a Union official or the shop steward.

## **ARTICLE 21 - NEW MACHINES, NEW METHODS, NEW PROCESSES OR NEW JOB CLASSIFICATIONS**

The University will determine initial staffing and wages in the event of new machines, new processes, new methods or new job classifications and/or reclassifications which upon installation or implementation shall involve craft employees covered by this Agreement. Upon request by the Union, a joint committee will meet to decide if the University's initial staffing and wage determinations are proper. The committee will be comprised of four members, two appointed by each party. The committee shall review application of the equipment, processes, methods or job classifications within the printing industry locally. Any wage changes implemented as a result of the committee's decision shall be retroactive to the date of the beginning of operation of such equipment, processes, methods, or implementation of new job classifications and/or reclassifications. Should the issue remain unresolved ninety days after it is first considered by the joint committee, it then may be submitted to PERC for fact finding mediation.

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

Section 1. A grievance within the meaning of this Agreement is any violation of the express terms of this Agreement or a dispute concerning the interpretation or application of any of the specific provisions of this Agreement. The following outline of procedure is written as for a grievance of the Union against the University, but it is understood that the steps are similar for a grievance of the University against the Union.

Section 2. Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding grievances may be filed with the next level if the grievance is against the Manager, Printing Services.

Section 3. Grievances processed through Step 2 of the grievance procedure shall be heard during normal University working hours of 8 A.M. to 5 P.M. unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal University working hours shall be allowed to do so without suffering a loss in pay. The shop steward and/or Business Representative and the grievant may attend the grievance meeting.

Section 4. Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the parties by mutual agreement in writing.

Failure by an employee and/or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the University to comply with any time limitation of the procedure in this Article shall allow the Union and/or the employee to proceed to the next step without waiting for the University to reply at the previous step, except that employees may not process a grievance beyond Step 2.

Section 5. A grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 2 by the shop steward and/or a Union official and be processed within the time limits set forth herein. If the grievance is initially submitted at Step 2 it shall be submitted within fifteen (15) working days of the alleged contract violation.

Section 6. A grievance shall be processed in accordance with the following procedure:

Step 1. A grievance shall be identified as such and may be presented by the aggrieved employee and/or the shop steward to the Manager, Printing Services within ten (10) working days from the time the complaint arose or should have reasonably been known to exist. The parties agree to make every effort to settle the grievance at this stage promptly. The Manager, Printing Services shall answer the grievance within ten (10) working days after presentation of the grievance.

Step 2. If the grievance is not resolved as provided in Step 1, it shall be reduced to written form citing the section(s) of the Agreement allegedly violated, the nature of the alleged violation and the remedy sought. The written grievance shall then be forwarded to the Director within ten (10) working days after the Step 1 answer. The Director or designee shall convene a meeting within ten (10) working days after receipt of the grievance. The meeting shall include the aggrieved employee, shop steward and/or Business Representative, together with the Director or designee and the Manager, Printing Services. Within ten (10) working days after the meeting, the reply shall be sent to the Union.

Step 3. Within ten (10) working days of the Union's receipt of the University's Step 2 response or the expiration of the University's timeframe for responding at Step 2, either party may submit the grievance to binding arbitration. If the parties are unable to mutually agree upon an arbitrator, they shall select one from a list of eleven (11) names provided by the Federal Mediation and Conciliation Service (F.M.C.S.). The parties will make a good faith effort to select an arbitrator within twenty (20) working days after receiving the list from F.M.C.S.

In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

1. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement.
2. The decision of the arbitrator shall be final, conclusive and binding upon the University, the Union, and the employee involved.
3. The cost of the arbitrator shall be borne equally by the University and the Union, and each party shall bear the cost of presenting its own case.

4. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

### **ARTICLE 23 - DISCIPLINE AND DISMISSAL**

Section 1. Except as provided in Article 17, Probationary Period, the University shall not discipline or dismiss any employee except for just cause. The University shall be the judge of the employee's capabilities and competency with respect to the discipline and dismissal.

Section 2. The University's discipline system shall involve an oral warning followed by a written warning before disciplinary action up to and including dismissal will be taken with the exception of serious offenses as reflected below. After 18 months from the date of the letter, unless the Employer has specifically indicated a different period of time in the warning notice which will not exceed thirty-six (36) months, warning notices shall be null and void and shall not serve as the basis for further disciplinary action. Serious offenses which may warrant immediate dismissal or other disciplinary action shall include but not be limited to the following: fraud, dishonesty, abuse of fellow employees, sexual harassment, causing physical, mental or emotional harm to another or damage to University property, gross insubordination, substance abuse, the possession, sale or use of controlled or dangerous drugs or narcotics, or reporting for duty under the influence of drugs or alcohol.

Section 3. When an employee covered by this Agreement attends a meeting which may lead to suspension, demotion or termination of the employee because of a particular incident, the employee shall be advised of the right to be accompanied by a representative. If the employee desires representation in said matter, he/she shall notify the University and shall be provided reasonable time to arrange for representation.

Section 4. Any employee who self-identifies a substance abuse, behavioral, or other problem which is affecting job performance or interfering with the ability to do the job, shall be encouraged to seek information, counseling, or assistance through private sources that she/he may be aware of or sources available through UW CareLink. Employees are encouraged to make use of such sources on a self-referral basis and supervisors will assist in maintaining confidentiality. No employee's job security will be placed in jeopardy as a result of seeking and following through with corrective treatment, counseling or advice providing that the employee's job performance meets supervisory expectation.

Section 5. The employees covered by this Agreement may examine their personnel files in the departmental Personnel office in the presence of the Personnel Officer or designee who may remove letters of reference which were retained through assurances of confidentiality to a third party. In matters of dispute regarding this section, no other personnel files will be recognized by the University or the Union except that supportive documents from other files may be used. Materials to be placed into an employee's personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee's employment shall be reasonable and accurate and brought to his or her attention with copies provided to the employee upon request. Employees who challenge material included in the personnel file have the right to note in the file that the employee disagrees.

## **ARTICLE 24 - SAFETY**

Section 1. All work shall be done in a competent and safe manner, and in accordance with the State of Washington safety codes. Where higher standards are specified by the University than called for as minimum by State codes, University standards shall prevail.

Section 2. At the direction of the University, it is the duty of every employee covered by the Agreement to comply with established safety rules, promote safety and to assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in the Department's safety program.

Section 3. Employees appointed to the Safety Committee will be allowed time off with pay to attend the Safety Committee meetings. The Shop Steward may attend regular safety meetings as an observer without loss of pay when attending during the employee's regular hours of work.

## **ARTICLE 25 - REST/MEAL PERIODS**

Section 1. No employee shall be required to work more than five (5) hours without having at least one-half hour off for a meal except by mutual agreement between the employee and the Supervisor. Meal periods shall be paid when the employee is required by the University to remain on duty on the premises or at a prescribed work site in the interest of the University.

Section 2. Employees working three or more hours longer than a normal work day shall be allowed at least one 30 minute meal period prior to or during the overtime period. If required by the department to eat lunch during worktime, the employee shall be paid for the meal period.

Section 3. Employees shall be allowed a rest period of not less than 10 minutes on the University's time for each four hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three hours without a rest period.

Section 4. Where the nature of the work allows employees to take intermittent rest periods equivalent to 10 minutes for each four hours worked, scheduled rest periods are not required.

## **ARTICLE 26 - VACATIONS**

Section 1. Permanent employees shall receive vacation with pay as outlined below. Accrual begins with the date of hire to a permanent position and may be used on a pro rata basis following the successful completion of six months employment.

Section 2. Employees hired before July 1, 2013, shall accrue vacation leave based on the first and successive years of University service at the following rate:

<u>Service</u>		<u>Accrual Rate</u>
Years	Months	Days Per Year
1st	0-12	15
2nd	13-24	16
3rd	25-36	17
4th	37-48	18
5th	49-60	19
6th	61-72	20
7th	73-84	21
8th	85 & above	23

Employees hired on or after July 1, 2013, shall accrue vacation leave according to the same schedule affecting employees represented by SEIU 925 and WFSE 1488, as follows:

<u>Service</u>		<u>Accrual Rate</u>
Years	Months	Days Per Year
1st	0-12	12
2nd	13-24	13
3rd	25-36	14
4th	37-48	15
5th	49-60	16
6th	61-72	17
7th	73-84	18
8th	85-96	19
9th	97-108	20
10th	109-120	21
11th	121-132	22
12th	133 & above	23

All part-time employees shall receive prorated vacation pay.

Section 3. A vacation calendar for each unit will be circulated between January 1 and February 15 and posted by March 1 of each year in a conspicuous place by the supervisor for all employees to see for the purpose of entering thereon the dates of each employee's vacation.

Seniority based on University of Washington service will govern initial choice of vacation dates until March 1 each year. The employee may exercise his or her seniority on preferred dates only once.

Section 4. Vacation pay shall be at the rate which the employee is receiving at the time vacation is taken.

Section 5. An employee may accumulate a vacation balance which normally shall not exceed 240 hours. Vacation accrual and accumulation shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed. An employee may elect to accrue in excess of 240 hours but must receive approval to use the balance in excess of 240 hours prior to the next anniversary date or lose those hours accrued in excess of 240.

Section 6. An employee may voluntarily donate eligible vacation leave to another employee under the University Shared Leave Program. Upon notification by the personnel office that the donated leave is approved, the vacation hours will be deducted from the donor's current vacation leave balance.

Section 7. In the event that the University cancels an employee's scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to six months if such exemption is approved.

Section 8. In the event of an employee's death the cash equivalent of any accrued vacation leave shall be paid to the legal beneficiary.

Section 9. Any employee who either resigns or is terminated by the University shall be entitled to accrued vacation pay.

## **ARTICLE 27 - MISCELLANEOUS LEAVE**

Section 1. The University shall allow leave with pay to permit an employee to take an examination for a University position, serve as a member of a jury, or perform other civil duties as subpoenaed.

Section 2. Employees who receive compensation for performing civil duties during working hours shall retain their regular salary. Any amount of such additional compensation up to the amount of the employee's basic salary shall be returned or credited to the University. The employee shall retain travel reimbursement and per diem, if any.

Section 3. Three days of bereavement leave shall be granted for each occurrence when an employee is required to be absent from work because of the death of a member of an employee's family as defined in Section 4.

Should the Director determine it warranted, in addition to bereavement leave, sick leave, vacation leave or leave without pay may be authorized for condolence or bereavement.

Family members are limited to spouse, son, daughter, grandchild, child in the custody of or residing in the home of an employee, grandparent, parent, brother, sister, stepchild, mother-in-law or father-in-law or household member as defined in Section 4.

Section 4. Family members. Individuals considered to be members of the family are the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sister or brother. It also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent and grandparent. "Child" also includes any child residing in the employee's home through foster care, legal guardianship or custody. Family members include those persons in a "step" relationship.

Section 5. Following notification to the supervisor within a reasonable period, absence due to an employee's inability to work because of severe inclement weather or conditions caused by severe inclement weather shall be charged first to accrued vacation leave then to leave without pay. If the University suspends operations, employees will have the following options to cover the period of closure: vacation leave, personal holiday, leave without pay or a reasonable opportunity to make up work time lost based on employer need.

## **ARTICLE 28 - SICK LEAVE**

Section 1. Sick leave accrual is provided as a form of insurance to minimize loss of compensation to eligible employees due solely to reasons specified below.

Section 2. One day of sick leave credit shall be granted for each month in which an eligible full-time employee is in pay status for fifteen or more calendar days. Sick leave credit for eligible part-time employees shall be pro rated.

Section 3. Eligible employees may elect to receive monetary compensation for accrued sick leave as follows:

In January of each year, and at no other time, an employee whose sick leave balance at the end of the previous year exceeds 480 hours may elect to convert the sick leave hours earned in the previous calendar year, minus those hours used during the year, to monetary compensation.

No sick leave hours may be converted which would reduce the calendar year-end balance below 480 hours.

Monetary compensation for converted hours shall be paid at the rate of 25 percent and shall be based upon the employee's current salary.

All converted hours will be deducted from the employee's sick leave balance.

Employees who separate from University service due to retirement or death shall be compensated for their unused sick leave accumulation from the date of most recent hire at the rate of 25 percent. Compensation shall be based upon the employee's wage at the time of separation.

No contributions are to be made to the Department of Retirement System (DRS) for such payments above, nor shall such payments be reported to DRS as compensation.

Section 4. An eligible employee who separates for any reason other than retirement or death shall not be paid for his/her accrued sick leave.

Section 5. Former eligible employees who are re-employed within two years of their separation from service shall be granted all unused sick leave credits, if any, to which they were entitled at time of separation for the purpose of using sick leave for the reasons prescribed below. Upon any subsequent retirement or death of a re-employed employee, only unused sick leave accrued since the original separation minus that taken within the same period may be compensated per the conversion provisions above.

Section 6. Accumulated sick leave shall be granted when an eligible employee is required to be absent from work for any of the following reasons:

- A. Personal illness or injury which prevents the employee from performing regular duties.
- B. Illness or disability due to pregnancy and/or childbirth.
- C. Emergency caused by serious illness or death in the family (as defined in Article 26 - Miscellaneous Leave, Section 3) which requires the assistance of the employee in circumstances arising from the care of the patient or arrangements for the deceased.
- D. Employee medical, optical, or dental appointments.
- E. The University shall allow an employee to use the employee's accrued sick leave to care for a child of the employee under the age of 18 with a health condition that requires treatment or supervision. Use of leave other than accrued sick leave to care for a child under the circumstances described in this section shall be governed by the terms of the appropriate collective bargaining agreement or University policy as applicable.

Section 7. When an eligible employee becomes ill or disabled while on vacation leave, the employee shall be granted accrued sick leave as provided above for the condition (in lieu of the approved vacation leave) provided that the employee requests such sick leave within one day after return to work and submits a physician's statement affirming the illness or disability.

Section 8. Sick leave shall be reported at the beginning of the absence and in accordance with Department of Printing procedure.

Upon returning to work the employee shall report the reason or circumstances for the sick leave.

Section 9. An employee shall file an application for Worker's Compensation in accordance with State law for a period of absence from work due to injury or occupational disease resulting from University employment.

An employee may elect to receive only time loss compensation rather than utilize any available sick leave credits. The University shall make such option known to the employee.

Should an employee elect to receive both time loss compensation and paid sick leave, sick leave credits may be used only to the following extent:

Total number of hours which would have been charged to sick leave, minus number of hours at regular salary for which payment was made by the Worker's Compensation Fund.

If an employee has no sick leave accumulated, the words "vacation leave" may be substituted for "sick leave" above.

Should any employee apply for time loss compensation and the claim is then or later denied, sick leave and vacation leave may be used for the absence in accordance with other provisions of this rule.

Until eligibility for Worker's Compensation is determined by the Department of Labor and Industries, the University may pay full sick leave, provided that the employee shall return any subsequent overpayment to the University.

Section 10. An employee may voluntarily donate eligible sick leave to another employee under the University Shared Leave Program. Upon notification by the personnel office that the donated leave is approved, the sick leave hours will be deducted from the donor's current sick leave balance.

## **ARTICLE 29 - HOLIDAYS**

Section 1. The following days or days in lieu thereof shall be recognized as paid holidays:

New Year's Day	Independence Day
Third Monday of January	Labor Day
Martin Luther King, Jr.'s Day	Veterans Day
Third Monday of February	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Personal Holiday (as limited by Section 2)	

Whenever any holiday listed above falls on a Sunday, the following Monday shall be considered a holiday. Whenever any holiday listed above falls on a Saturday, the preceding Friday shall be considered the holiday.

The University may designate other days to be observed as University holidays in lieu of the above holidays.

Section 2. Employees who are employed four months or more during a calendar year shall be entitled to a Personal Holiday as referenced in Section 1 of this Article during that calendar year. This day can be used in the same manner as any earned vacation day.

Use of the Personal Holiday shall be requested in writing. When the Personal Holiday has been approved in advance and is later cancelled by the University with less than thirty (30) days' notice, the employee shall have the option of rescheduling the day with the supervisory approval. If the employee cannot be scheduled off, holiday premium pay will be paid.

Section 3. When employees work on a designated holiday, they shall receive one shift's pay plus premium pay at double time for all hours worked on such holiday.

Section 4. To qualify for holiday pay, employees covered by this Agreement must be in pay status the normal workday before or after the holiday; provided, however, employees returning from nonpay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work. Part-time employees shall receive holiday pay on a pro-rata basis.

### **ARTICLE 30 - UNIVERSITY ACTIVITIES**

Employees are eligible to participate in University activities available to the classified staff or the campus community at large such as but not limited to use of the Library facilities, the Intramural Activities Building, participation in tuition exemption courses and deferred compensation plans.

### **ARTICLE 31 - CONTRACTING OUT**

The Employer may contract out work normally performed by members of the bargaining unit. Contracting out decisions will be based on client need, cost and the capacity to perform the work needed based on workload, the appropriate use of equipment and staff availability.

### **ARTICLE 32 - COMPLETE UNDERSTANDING**

The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of the right and opportunity are set forth in this Agreement. Therefore, the University and the Union, for the duration of the Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

### **ARTICLE 33 - SUBORDINATION OF AGREEMENT**

The parties hereto and the employees of the University are governed by the provisions of applicable State and Federal law. Whenever any provision of State law adopted after the execution of this Agreement is in conflict with or is different from the provisions of this Agreement, the provisions of this agreement shall remain unchanged and in effect during the terms of this Agreement. Where any provision of Federal law is adopted after the execution of this Agreement and is in conflict with any

provision of this Agreement, that Federal law shall prevail and modify the Agreement to the extent necessary to comply with that Federal law.

#### **ARTICLE 34 - INTERNATIONAL REVIEW**

The terms and conditions of this contract are subject to review of the International Union and such review does not, however, under any circumstances, make the International Union responsible for the observance of this contract or for any breach thereof.

#### **ARTICLE 35 - DURATION AND RENEWAL**

Section 1. This agreement shall be in full force and effect from July 1, 2013 to and including June 30, 2015 and from year to year thereafter unless changed as provided herein.

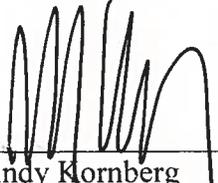
Section 2. If either party wishes to propose a change or alter or amend any conditions of this Agreement to take effect after June 30, 2015, it shall notify the other party in writing sixty (60) days prior to the expiration of this Agreement, such notice to set forth in detail the changes desired. Negotiations shall commence within 30 days thereafter.

Section 3. If neither party to this Agreement gives written notice at the time and in the manner specified above, this Agreement shall be extended for a period of one (1) year from the date of expiration.

Executed this date \_\_\_\_\_ for and on behalf of:

BOARD OF REGENTS OF THE  
UNIVERSITY OF WASHINGTON

GRAPHIC COMMUNICATIONS  
UNION LOCAL 767M



\_\_\_\_\_  
Mindy Kornberg  
Vice President for Human Resources

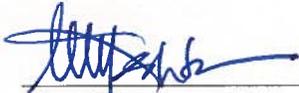


\_\_\_\_\_  
Brian Earl  
President



\_\_\_\_\_  
Mike Fisch

Approved as to form this date:



\_\_\_\_\_  
Mark Yamashita  
Assistant Attorney General  
State of Washington

## APPENDIX A – WAGE RATES

<u>Job Category</u>	<u>Occupation Code</u>	<u>July 1, 2013</u>	<u>July 1, 2014</u>
Electronic Prepress*	1879	27.97	28.53
Lithographer	1877	27.97	28.53
Electronic Prepress II*	1880	22.38	22.83
Prepress Production Technician*	1882	18.78	19.16
Preparatory Assistant	1883	16.33	16.66
Digital Press Operator*	1898	27.98	28.54
Press Oper. 31-41" 2-C	1890	27.74	28.29
Press Oper. 22-31" 2-C	1872	27.26	27.81
Press Oper. 22-31" 1-C	1871	26.58	27.11
Letterpress Operator	1873	26.58	27.11
Press Oper. 15-22" 1-C	1870	21.54	21.97
Small Press Operator*	1867	18.40	18.77
Press Feeder	1866	16.33	16.66
Bookbinder I	1884	26.42	26.95
Bookbinder II	1886	16.12	16.44
Shipping/Receiving/Stockroom Coordinator*	1869	20.70	21.11
Truck Driver/Stockroom Assistant*	1868	16.31	16.64
Truck Driver*	1865	15.76	16.08
General Worker*	1887	14.16	14.44

Assistant Supervisor 5% above highest supervised or the employee's salary, whichever is greater

Shift differential = \$0.50/hour

\*Eight (8) hour shifts

## **APPENDIX B - JOB CATEGORIES**

**LITHOGRAPHER** - Must be competent to do one or more of the following:

### **Camera Operator**

Operate camera for line and halftone negatives. Develop film and make positive and negative prints. Use chemicals required and mix chemicals when needed.

### **Stripper**

Plan assembly of jobs; perform opaquing, stripping, masking, and other detailed processes to produce negative flats for making offset plates; prepare required proofs.

### **Platemaker**

Inspect incoming materials; prepare image carrier; operate plate exposure machine to prepare plates for use in offset printing; complete processing; inspect finished plates.

## **PRESS OPERATOR**

Perform manual and machine operator tasks in the set up, maintenance and operation of a printing press. Interpret instruction, perform or direct press set up and run adjustment samples to set print quality. Operate press to produce product to quality standards.

## **DIGITAL PRESS OPERATOR**

Responsible for previewing, preparing, proofing and printing the full range of color and black and white jobs on a digital color press. Performs advanced duties in the electronic preparation of files for digital printing, including color manipulation and correction. Requires knowledge of and experience working with trapping and imposition, preflight, file preparation, color management, color calibration process and instruments. Performs advanced level troubleshooting of files. Maintains high standards of quality by evaluating and monitoring output according to specifications and/or client expectations. Monitors and calibrates system and supplies to ensure uninterrupted production. Must have experience using computers and knowledge of multiple operating systems. Performs troubleshooting, maintenance, cleaning, and replenishing of consumables. May perform all duties of an EP1.

## **BOOK BINDER I**

Set up, operate and maintain large machine bindery operations. Machinery may include didde collating machine (including numbering machine), hand fed stamping embossing equipment, programmable cutters, large folding equipment, in-line stitch/trim equipment, adhesive (perfect) binding equipment, and 3-knife trimmer, set up and maintain hand fed gang stitcher. May temporarily perform functions of other bookbinder classes without loss of pay.

## BOOK BINDER II

Set up, operate, and maintain hand fed operations on smaller, less complicated equipment. This may include tipping equipment, single and multi-spindle drills, hand fed perforating/scoring equipment, single function stitchers, manual punching and closing (GBC) equipment. Feed, unload and/or pack on full multiple function binding lines and hand-fed gang stitcher; take off folders; miscellaneous hand folding or assembling; inspect and sort material; and feed shrink wrapper. May temporarily perform duties of any lower class without loss of pay.

## SHIPPING/RECEIVING/STOCKROOM COORDINATOR

Coordinates the delivery and receiving of materials to and from vendors. Moves equipment and supplies. Coordinates the deliveries of finished printed material to the client. Insures all shipping documents and functions are completed accurately and, in conjunction with production control department, develop inbound and outbound freight and delivery schedules. In cooperation with other responsible parties makes appropriate entries documenting shipping, receiving, and buyout activities in the departmental manufacturing tracking system. Coordinates with production control to ensure that all priority jobs have been delivered. Performs final quality control inspection prior to delivery. Verifies packing slip counts with material labels. Maintains a consistent stock storage system, and an accurate physical inventory of stock on hand. Leads truck drivers and General Workers when they assist in the Shipping and Stockroom areas. Maintains good housekeeping in the Shipping and Stockroom areas.

## PRESS FEEDER

Assist press operators in the manual and machine tasks in the set up, maintenance and operation of printing presses including preventative maintenance on presses, press washups, loading feeders. May temporarily perform duties of any lower class without loss of pay. May be assigned to perform all duties of a General Worker.

## PREPARATORY ASSISTANT

Support the lithographers in the preparatory department. Store and retrieve archived film and plates. Expose duplicate negatives and print material. Expose blueline and color key materials. Purge and recycle dated film and plates. Assist the camera or plate operator in their duties. Mix processor chemicals. Other appropriate related tasks as assigned.

## ELECTRONIC PREPRESS I

Performs advanced duties in the electronic preparation and output of files for offset printing, including but not limited to extracting images from client files and reformat for printing, adjust photos for dot gain and make other corrections for advanced image processing, such as color manipulation and correction. Must have complete understanding of the printing process and the role of Prepress in that process, including thorough knowledge of flat lay work and conventional stripping techniques. Must have advanced knowledge of all relevant prepress software applications and systems used in the production process, including outputting files for plates and

film where required. Responsible for performing appropriate trapping and imposition of the most complex files as required by the nature of the work. Functions include scanning, ripping, trapping, imposition, proofing image-setting, and digital plating. Performs advanced-level trouble-shooting of files and suggest and implement solutions, including but not limited to the non-exclusive pre flight of electronic files, and making corrections appropriate for use in offset production. May on occasion perform the functions of lithographer. May on occasion perform the functions of lower classifications.

### ELECTRONIC PREPRESS II

Knowledge and understanding of the printing process and the role of prepress. Thorough knowledge of all relevant prepress software. Ability to prepare electronic files for offset printing, including modification of files to include trapping, bleeds, and imposition according to organizational standards. Knowledge of and ability to produce and modify scans of original work. Responsible for operation, calibration and maintenances of image setter/processor. Not responsible for drum scanning or "high end" color manipulation.

### PRE-PRESS PRODUCTION TECHNICIAN

Operates within a Macintosh-based system to implement provided instructions or design; keyboards original copy; performs traditional and electronic production paste-up; prepares camera-ready mechanicals and electronic files for in-house printing. Works with software applications including but not limited to Word, Page Maker, Freehand, Illustrator, Photoshop. Generally works with supplied files and is not involved in the design or creative processes. Monitors darkroom, including processor maintenance and supplies.

### TRUCK DRIVER

Drive small delivery vehicles (vans and trucks), perform pickup and delivery of materials and finished products. May serve as a General Worker in other areas.

### TRUCK DRIVER/STOCKROOM ASSISTANT

May be assigned all duties of Truck Driver and to assist the Shipping/Receiving/Stockroom Coordinator.

### GENERAL WORKER

May work in any department. Move material to and from equipment operations. Stack paper. Assist in Shipping and Stockroom as necessary. Perform general plant cleanup and shop maintenance. Other appropriate related tasks as assigned.