

UW – UAW LOCAL 4121
05/01/2015 – 4/30/2018

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON
AND THE
INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, AFL-CIO AND ITS LOCAL
UNION 4121
(ACADEMIC STUDENT EMPLOYEES)

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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.

ARTICLE 1 - 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.

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. The parties recognize the importance of the shared governance practices developed at the University of Washington. The parties do not intend to restrict, limit, or prohibit the exercise of the functions of the faculty councils, and the Handbook of the University of Washington; nor do the parties intend to restrict, limit, or prohibit the exercise of the functions of the Graduate and Professional Student Senate, the Associated Students of the University of Washington, or any other student organization in matters not covered by this Agreement.

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. The University will not enter into any agreement with employees in the unit for the purpose of undermining the Union in its role as the representative of unit employees. No individual or group of individuals acting independently of the authorized representatives of the University or the International Union and its Local Union may alter, amend, or modify any provisions of this Agreement.

Section 5. Transitioned Maintenance of Benefits.

- A. All material benefits to employees attributable to the ASE positions and which are set forth in written University policy existing as of the date of the Agreement shall be continued unless involving a subject covered by the terms of this Agreement.

B. Any prior benefit not the subject of a written University policy shall be treated as written if such prior benefit has been:

1. a consistent and ascertainable course of conduct;
2. engaged in for some reasonable length of time;
3. of which both parties (the University and the Union) are aware;
4. which does not alter the written terms of this Agreement or otherwise restrict the rights of the University under this Agreement;
5. which is in respect to a given set of specific circumstances and conditions; and
6. involves a group of employees in a department or hiring unit.

C. The burden is on the Union to establish a maintained benefit as described above.

ARTICLE 2 - RECOGNITION

In accordance with PERC Case No. 16288-E-02-2699, PERC Decisions 8315-PECB and 8315-B, and RCW 41.56.203, the University of Washington hereby recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union as exclusive bargaining representative for all regular part-time student employees included in the bargaining unit.

ARTICLE 3 - DEFINITIONS

Section 1. The term "ASE" (Academic Student Employee) shall mean employees covered by this Agreement.

Section 2. The term "Salaried ASE" shall mean an ASE who is appointed on a percentage FTE basis. Appointment percentages may vary, but are normally fifty percent (50%) for at least one academic quarter.

Section 3. The term "Hourly ASE" shall mean an ASE who is engaged in projects or assignments for the University on an hourly basis.

Section 4. The term "Academic Year" shall mean the Autumn, Winter, and Spring quarters according to the University calendar.

ARTICLE 4 – APPOINTMENT AND REAPPOINTMENT NOTIFICATION AND JOB DESCRIPTION

Section 1. When sufficient funding is available, offers of 50% FTE appointment and reappointment for positions that are not open hire will be for one academic year (Autumn, Winter, and Spring) or longer. It is recognized that differences in course load between academic quarters and the need to spread available support among students

(e.g., three students get two quarters) are among legitimate reasons for offering less than a full academic year of support. An ASE has the right to be released from any quarter(s) of an appointment provided that the ASE gives at least 30 days notice prior to the beginning of the quarter and the nature of the job duties does not require continuity of service by the ASE.

Section 2. The University shall provide a written letter offering an individual an appointment or reappointment.

- A. Incoming students shall be notified of their appointments no later than April 1st, and will have until April 15th to respond to the offer.
- B. Continuing students whose appointments begin in Autumn Quarter shall be notified of their appointments no later than June 1st and will have two weeks to respond to the offer, except in exceptional situations as outlined in Section 3.
- C. Students whose appointments begin in any other quarter shall be notified at least 30 days prior to the beginning of the work assignment and will have one week to respond to the offer, except in exceptional situations as outlined in Section 3.

Section 3. Exceptional situations, for purposes of this Article, are those situations in which the appointment cannot be filled by the notification deadline, or those situations in which an appointment has been filled but vacated due to an unforeseeable circumstance. The parties recognize that the need for hourly employees may not be consistent with the above schedule. In exceptional situations, students will be notified of their appointments as soon as practicable. These situations shall not result in a reduction in the compensation of a reassigned ASE's accepted appointment, as provided in Article 15 (Layoff) in this Agreement.

Section 4. Applicants who are not initially offered appointment or reappointment, but who are placed on an alternate list, will be provided a written notice of their status as alternate candidates in accordance with the notification deadlines in Section 2.

Section 5. The letter offering appointment will include the following information:

- Appointment title (if known)
- Appointment % FTE (when applicable) or expected hours for hourly employees
- Effective dates and duration of appointment (when applicable)
- Hiring unit
- Hiring unit contact
- A summary of the nature of required duties
- Salary/wages
- Health and other applicable benefits
- Costs of tuition or fees that are required as a condition of employment, if any
- Tuition and fee waiver or exemption information
- Response requirements, if any
- A statement that the position is covered by this collective bargaining agreement
- The current collective bargaining contract website address

- The University shall include in all ASE appointment letters a link to the Union's website.

Section 6. Job Description. At least three weeks prior to the commencement of each quarter, the University shall provide ASEs with documentation that will set forth the specific duties of the appointment for that quarter, including assigned course, lab, or research project (if applicable), the faculty member or supervisor to whom the ASE will report, procedures used for evaluation (if any), course meeting times and location (if applicable), the maximum number of students for which the ASE will be responsible (if applicable), office hours (if applicable), training programs (if applicable), work location, the curricular purpose of the assignment (if applicable), and a statement encouraging ASEs and supervisors to discuss time estimates for the specific duties of the assignment. In the case of an ASE whose job description is not expected to change for at least a year, the documentation may be provided once at the beginning of the appointment, and thereafter when duties change. In exceptional situations, ASEs will be given a job description (or changes to a job description) as soon as practicable, but no later than the first day of the work assignment or reassignment.

ARTICLE 5 – CHILDCARE

Section 1. ASEs will continue to be eligible to apply for the Childcare Assistance Program, which provides eligible student parents with direct financial assistance to cover basic childcare costs.

Section 2. If the University has an active contract for Sick Child Care Services, qualifying ASEs shall be eligible to participate. The University shall underwrite the entire daily fee. ASEs shall pay only a one-time registration fee of up to \$5 for each child.

Section 3. An ASE representative will be appointed annually to the Advisory Committee on Work/Life Issues to further the goal of improving access to affordable on-site childcare for ASEs and to address equity in eligibility for the Childcare Assistance Program.

Section 4.

- A. Beginning July 1, 2015 all eligible ASEs shall receive up to \$900 per quarter for childcare expenses incurred during the ASE's appointment period. The University agrees to commit no more than \$45,000 per year for the purpose of ASE childcare expenses.
- B. An ASE is considered eligible if they have one or more dependents and have not received an award from the UW Child Care Assistance Program.
- C. The parties shall maintain the currently agreed-upon system for application, decision and notification of awards, and any changes shall be agreed to by both parties.

Section 5. At the request of either party, the Union and the University will continue to meet and discuss, through the Union-Management Committee or through other means, childcare-related improvements for ASE parents.

ARTICLE 6 – DISCIPLINE OR DISMISSAL

Section 1. ASEs shall only be subject to discipline or dismissal for just cause.

Section 2. It is recognized that ASE appointments cease at the end of a designated period, and the cessation of such an appointment is not subject to the just cause requirement. Discipline or dismissal as used in this Article refers to actions taken involving job related misconduct or job related poor/non-performance and does not include any action based on academic performance. No decision made by the University concerning academic discipline or dismissal of a student are subject to this Agreement.

Section 3. In the event disciplinary action will not result in a suspension or dismissal, the ASE and the union shall be provided with a copy of the disciplinary action. The ASE may request a conference with a Union representative and the supervisor to discuss the discipline prior to the disciplinary action being placed in the ASE's file, but not later than fourteen (14) days from the receipt of the copy of the disciplinary action.

Section 4. In the event that suspension or dismissal of an ASE is contemplated, the University shall:

1. Notify the ASE and the union in writing of the contemplated action. The notice shall include a statement of reasons for the contemplated action, which shall include the nature of the alleged violation, the level of discipline contemplated, notice of a right to a conference, and notice of the right to Union representation. Upon request, the ASE shall be entitled to any materials (such as an investigative report) that have been prepared, although confidential information and witness statements may be withheld; and
2. Offer a disciplinary conference to be held with the Department Chair (or designee) or Hiring Unit Director (or designee) at least three (3) business days after the written notice.

Section 5. The ASE shall be entitled to Union representation at the conference, at which the Union representative shall be afforded the opportunity to speak on behalf of the employee and shall otherwise be entitled to represent the employee.

Section 6. During the conference, the ASE shall be apprised of the charges and shall have an opportunity to respond to the charges.

Section 7. An ASE who is disciplined or discharged shall be entitled to file a grievance at the second step of the grievance procedure. The ASE shall have fourteen (14) calendar days from the date of the action to file a grievance.

Section 8. The Union shall be promptly notified in writing of any disciplinary action taken against an ASE.

Section 9. Administrative Leave:

- A. The University may place an ASE on paid administrative leave without prior notice, in order to investigate allegations of misconduct or dereliction of duty which, in the judgment of the University, warrant immediately relieving the ASE from all work duties and/or require removing the ASE from the premises.
- B. The Union will be promptly notified of when an ASE is placed on paid administrative leave.
- C. Paid administrative leave is not discipline.
- D. At the conclusion of an investigation of an ASE placed on administrative leave, where the Employer elects not to take disciplinary action, the ASE will be provided with a notification that the investigation is completed and that no discipline will be imposed.
- E. If no disciplinary action is taken, no record of administrative leave will be placed in the ASE's personnel file.

ARTICLE 7 – FEE AND TUITION WAIVERS

Section 1. Except as otherwise provided in this Article, tuition and fee waivers for ASEs with a 50% FTE appointment will be maintained at their current rates/level.

Section 2. In the event there is a new fee imposed by the Students, the Union will be given notice and the opportunity to bargain over the impacts.

Section 3. U-PASS: Beginning Summer quarter 2015, all ASEs shall pay U-PASS fees paid by other University students.

Section 4. Student Facility Renovation Fee: Beginning Summer quarter 2015, all ASEs shall pay the Student Facility Renovation Fee.

Section 5. In the 2015/16 academic year one-hundred percent (100%) of the Building Fee will be waived for all ASEs with a fifty percent (50%) FTE appointment.

Section 6. In the 2016/17 academic year one-hundred percent (100%) of the Building Fee will be waived for all ASEs with a fifty percent (50%) FTE appointment.

Section 7. In the 2017/18 academic year one-hundred percent (100%) of the Building Fee will be waived for all ASEs with a fifty percent (50%) FTE appointment.

ARTICLE 8 - GRIEVANCE PROCEDURE

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

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

Contents- The written grievance shall include the following information:

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

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

Section 4. **Step One.** Step One is optional, grievances may be filed and immediately proceed to Step Two. A grievance must be filed in writing by the Union in the Office of the Department Chair, with a copy to the Assistant Vice President of Labor Relations. For grievances involving Hourly ASEs that are not working in a Department, the grievance shall be filed with their hiring unit director (such as the manager of the tutoring center they work at, etc.). The grievance shall state the pertinent facts of the case with reasonable particularity, including the section(s) of the Agreement allegedly violated, and the remedy or desired outcome that is sought. The date of filing is the date the grievance is received at the Office.

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

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

Step Two – If the Union bypasses Step One or is not satisfied with the Step One response, it may appeal in writing within seven (7) calendar days after receipt of the Step One decision or in the case where Step One is bypassed, within twenty-one (21) calendar days from the occurrence of the events giving rise to the grievance, or from the time at which the aggrieved individual should reasonably have become aware of the grievance. The Step 2 appeal shall be made to the Dean of the Graduate School, with a copy sent to the Assistant Vice President of Labor Relations. The Union recognizes that the Dean may choose to designate other appropriate University personnel to act as the University’s representative for purposes of this Step 2. The Dean (or designee) and the Assistant Vice President of Labor Relations (or designee) shall meet with the Union and grievant within fourteen (14) calendar days of receiving the Step 2 appeal, and issue a written response to the grievance within seven (7) calendar days of the meeting. The requirement of a meeting may be waived by mutual agreement.

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

Step Three – Arbitration

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

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

ARTICLE 9 – HEALTH AND SAFETY

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 ASEs in workplaces that involve the use of or exposure to hazardous materials or who work in a hazardous environment.

Section 3. ASEs shall not be required to work in conditions that pose an imminent threat to health and safety. All work by an ASE shall be performed in conformity with applicable safety standards. Should an ASE 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 ASEs are exposed and provide appropriate personal protective equipment, including protective safety glasses where necessary.

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

Section 7. The University will provide as much advance notice as possible to ASEs 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 ASEs with a disability, the University will provide job related furniture and equipment that would constitute a reasonable accommodation for the disability.

ARTICLE 10 – HOLIDAYS

Section 1. ASEs shall not be required to work on the following holidays which occur during the term of their appointment, except as provided in Section 4 of this Article.

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Any other UW established holidays

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

Section 2. ASEs employed 50% FTE for three or more quarters during the 12-month period starting September 16th shall be entitled to one personal holiday during that 12-month period. Personal holidays must be requested in advance and require that the ASE find an acceptable substitute for scheduled work activities, if any.

Section 3. The University recognizes that there are religious holidays that are not currently UW holidays. The University shall make every good faith effort to accommodate an ASE who wishes to observe other recognized religious holidays.

Section 4. Any ASE 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.

ARTICLE 11 – INTELLECTUAL PROPERTY AND SCHOLARLY MISCONDUCT

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

Section 2. Executive Order No. 61 (“Scientific and Scholarly Misconduct”) shall be incorporated into this Agreement in its entirety.

Section 3. The Union and the University shall work together to develop a plain language summary of these policies to be distributed to ASEs at every applicable orientation.

Section 4. ASEs may, at their option, request the Union to advise and assist them in the processes outlined in these policies.

Section 5. The University retains the right to amend, change or alter these policies at any time. The University will notify the Union of any substantive changes.

Section 6. The parties agree that the only time the Grievance Procedure of this Agreement will apply to these policies is in the event of dismissal or discipline of an ASE as a result of these policies.

Section 7. The Union Management Committee shall be empowered to discuss intellectual property.

ARTICLE 12 – INSURANCE PROGRAMS

Section 1. The current Graduate Appointee Insurance Plan (GAIP) shall be continued with the following conditions:

- A. Both parties agree that the medical, dental and vision benefits will be based on the plan design as attached in Appendix 1. GAIP shall utilize the provider network(s) available through the selected insurer. The University shall not request that the insurer create any custom network(s).
- B. The University will provide the Union with utilization reports as they become available. During the annual renewal period in March, the University will provide the Union with access to relevant information including an annual review of the plan, experience summary reports, plan census information, and trend information relating to GAIP. Pertinent information shall not include proprietary data or formulas and such information is not relevant or necessary.
- C.
 - 1. Unforeseen changes to federal and state law or direction from regulators may necessitate modifications to the GAIP plan in order to ensure legal compliance. The University agrees to provide notice to the Union when changes are necessary and to comply with applicable bargaining obligations, after which, the University will follow any changes mandated by regulators as required under federal or state law.
 - 2. For the 2016-17 and 2017-18 plan years, the parties agree to meet and bargain the impacts of unforeseen changes in law or regulation that will result in a material increase (e.g. – reasonably expected to be more than 1% per year) to GAIP fees, taxes, penalties or mandated benefits. If after sixty (60) days of bargaining the parties are unable to reach agreement, the matter shall be submitted to interest arbitration to be conducted on an expedited basis. If the parties are unable to agree on selection of an arbitrator, the parties shall request a panel of five (5) Academy qualified arbitrators from Washington or Oregon from the American Arbitration Association, and alternately strike names until one remains. The provisions of the parties' grievance procedure, Article 8, Step Three – Arbitration, numbers 3, 4, 5, 6, and 9, shall apply to the arbitration. The scope of bargaining will be limited to addressing the impacts of the unforeseen changes.
- D. The parties will meet in December and June of each year to discuss the status of GAIP. At the December meeting, the parties will discuss whether to automatically renew the GAIP plan or initiate a Request for Proposals (RFP). The final determination will be made by the University. If the University initiates an RFP to determine the GAIP plan insurer, the University will begin

work immediately, with input from the Union. The University will provide the Union with the renewal plan documents and related filings with the Washington State OIC.

- E. The University may automatically renew the GAIP plan annually if the plan benefits identified in Appendix 1 do not change.

Section 2. Joint Health Care Committee. A Joint Employer-UAW Health Care Committee shall be continued to discuss quality, administrative, and service matters pertaining to GAIP. The Joint Health Care Committee (JHCC) will be comprised of appropriate representatives of both the UAW and the University with other specialists to be invited as required to conduct JHCC business. The JHCC will meet at least once per year and can meet as necessary by mutual agreement of the parties.

Section 3. Both the University and the Union will designate a contact to communicate with and cooperate in assisting in the prompt resolution of identified challenges. However, this does not supersede the GAIP plan document rules. Both the Union and the University will maintain issue-tracking logs, which will be shared periodically. Both parties will remain mindful of HIPAA obligations.

ARTICLE 13 - JOB POSTING

Section 1. The University shall create and maintain a central website and shall post information on it regarding open hire ASE positions. Open hire positions are those positions not used to fulfill a commitment of support made to a student, either (a) at the time of admission or (b) under an existing advising relationship with a faculty member(s). The University shall notify the Union of the address of the website within 30 days of ratification of this Agreement.

Section 2. Open hire positions may be announced to all eligible applicants within a Department or Hiring Unit without being posted to the University's central website. The application deadline for Departmental or Hiring Unit postings shall be one week, except in emergency situations. If the position is not filled after two weeks, it shall be posted to the University's central website.

Section 3. Application deadlines for positions posted to the central website shall be two weeks after jobs are posted, except in emergency situations. Notification shall take place for appointments not more than two weeks after applications are due.

Section 4. All postings or re-postings shall contain the following information:

- A. An employment non-discrimination statement.
- B. Classification and job descriptions.
- C. Procedures regarding the application and re-application process including the name and location of the office where inquiries and applications may be made.

- D. Hiring criteria.
- E. Job requirements and qualifications.
- F. Deadlines for application, acceptance and notification.

Section 5. The determination of job requirements and qualifications shall be made by the University. Once the University has determined the hiring criteria, they shall not be modified to be more restrictive within the same hiring period.

Section 6. Re-posted positions shall remain posted at a central campus website for no less than one week. The application deadline shall be no less than one week from the time of re-posting.

Section 7. For the purpose of this Article an emergency situation is one in which the beginning of the appointment period must begin less than a week after the position is posted.

ARTICLE 14 – JOB TITLES AND CLASSIFICATIONS

Section 1. Effective Autumn Quarter 2004, ASEs will be placed into titles and pay classifications based on the nature of job duties and qualifications as follows:

Title/Pay Classification	Occupation Code	Salary	Job Duties	Standard Qualifications
Reader/Grader	0886	Hourly Range	Non-teaching/research academic assistance	Undergraduate or Graduate Student
Tutor	0887	Hourly Range	Tutoring	Undergraduate or Graduate Student
UG Teaching Assistant	0868	Hourly Range	Assist in teaching	Undergraduate Student
UG Research Assistant	0869	Hourly Range	Assist in research	Undergraduate Student
Stipend Grad Trainee C	0859	Stipend per Grant	Research	Graduate
Teaching Assistant	0817	Base	Teaching	Premaster
Predocutorial Teaching	0816	Base + 7.5%	Teaching	Postmaster or equivalent

Associate I				
Predocutorial Teaching Associate II	0815	PDTA I + 7.5%	Teaching	Candidate
Predocutorial Instructor	0804	PDTA II Minimum	Teaching own class	Candidate
Predocutorial Lecturer	0805	PDTA II Minimum	Teaching own class	Pre-candidate and previous appointment as Assistant Professor or Equivalent
Research Assistant	0847	Base	Research	Premaster
Predocutorial Research Associate I	0846	Base + 7.5%	Research	Postmaster or equivalent
Predocutorial Research Associate II	0845	PDRA I + 7.5%	Research	Candidate
Predocutorial Researcher	0844	PDRA II Minimum	Research	Individually determined
Staff Assistant	0857	Base	Non-teaching/research academic assistance	Premaster
Predocutorial Staff Associate I	0856	Base + 7.5%	Non-teaching/research academic assistance	Postmaster or equivalent
Predocutorial Staff Associate II	0855	PDRA I + 7.5%	Non-teaching/research academic assistance	Candidate
Summer Only Graduate Research Student Assistant	0854	Hourly Rate based on equivalent %FTE Rate*	Research	Graduate

*The GRSA Rate shall be calculated by multiplying the monthly salary for a %FTE Research Assistant by three and then dividing the product by 220.

Section 2. ASEs shall be appointed to the highest title and pay classifications for which they are eligible based on job duties, degree standing and experience, as described in Section 1. ASEs may be appointed to a higher title and pay classification at the discretion of the Department or Hiring Unit. In making promotional decisions, Departments and Hiring Units are encouraged to take an ASE's job experience and performance into account as well as degree standing.

Section 3. ASEs who meet the standard qualifications described above and who are assigned to teach their own courses shall be classified for that quarter in either the Pre-doctoral Instructor or Pre-doctoral Lecturer title and pay classification.

Section 4. As soon as practicable, the University and the Union will review and reconcile ASEs who are, among other things:

- A. currently in the Student Assistant title but who should be re-classified into the bargaining unit job titles Reader/Grader, Tutor, Undergraduate Teaching Assistant, Undergraduate Research Assistant;
- B. currently in the Stipend Grad Trainee A title but who should be re-classified into the bargaining unit job title Stipend Grad Trainee C; or
- C. classified as Fellows who should be in the bargaining unit but who should be re-classified into the appropriate Research or Teaching title.

Section 5. Variable rates are those established at or above PDTAII/PDRAII/PDSAII levels. Nothing in this Agreement is intended to limit the University's right to add new variable rates in all pay classifications or to change existing variable rates.

Section 6. No modifications or deletions shall be made to the bargaining unit pay classifications and job titles in Section 1 unless they are agreed to by both parties.

Section 7. The parties recognize that certain funding agencies do not allow tuition to be charged to the agency grant or contract. In such cases, the University may compensate the ASE at a pay rate equal to the appropriate salary level plus the operating fee portion of tuition. The ASE will be responsible for payment of tuition to the University.

ARTICLE 15 – LAYOFF

Section 1. If an individual accepts appointment to an ASE position for one or more quarters in an academic year and the position offered is eliminated or reduced for some reason other than an emergency layoff, the University shall notify the affected individual

and the Union one month in advance or as soon as practicable. Furthermore, the University will ensure that the individual:

- A. Is given an appointment in a bargaining unit classification and will be paid equivalent compensation to that of the original appointed position, or
- B. Receives equivalent compensation in lieu of the position for the term of the appointment. For Hourly ASEs with an appointment period, equivalent compensation shall be for the number of hours in the appointment that were not completed. If the number of uncompleted hours for an Hourly ASE cannot be determined from the letter offering appointment or other correspondence, the ASE and the Department or Hiring Unit shall mutually agree upon the number of uncompleted hours based on the typical workload of appointees doing the same kind of work assignment.

For purposes of this Article, the term appointment refers to the commitment made to the ASE in the appointment letter.

Section 2. An emergency layoff is the suspension of an appointment to which an ASE is assigned or is working due to acts of nature or financial emergency as defined in the University Handbook.

Section 3. An ASE that has been released from one or more quarters of the appointment (consistent with Section 1 of Article 4) does not forfeit the provisions of this Article for any remaining quarters.

ARTICLE 16 – LEAVES OF ABSENCE

Section 1. Medical Leave/Family Leave/Childbirth/Adoption. The University will grant an ASE's reasonable request for leave of absence for appropriate duration due to:

- A. personal illness and/or disability;
- B. care of a family member as defined below in Section 2, childbirth, or adoption;
- C. bereavement due to the death of a family member as defined in Section 2.

Appropriate documentation may be required for leaves under Section 1 (A) and (B).

Section 2. Definition of Family Member. Individuals considered to be members of the family are mother, father, sister, brother, parent-in-law, spouse, domestic partner, parent of domestic partner, grandparent, grandchild, child, step or foster child (including children of domestic partner).

Section 3. Paid Leave. Such leaves shall be paid leaves for Salaried ASEs, and shall be unpaid for Hourly ASEs. The period of paid leave under Section 1 (A) and (B) shall generally be no more than seven (four hour) days per year for an ASE whose appointment is 50% FTE for the academic year or longer. For ASEs who are employed for fewer than three quarters or are employed for less than 50% FTE, the amount of

paid leave as covered in Section 1 (A) and (B) will be prorated. The period of leave for bereavement (Section 1 (C)) shall be 3 days per occurrence.

Section 4. Unpaid Leave. Unpaid leave may be granted for periods beyond the terms of leaves in Section 3, but shall not exceed the end of the appointment period. These leaves may be paid (in whole or in part) for reasons as defined in Section 1 and at the sole discretion of the Department or Hiring Unit. An ASE whose appointment is 50% FTE for the academic year or longer shall be eligible to use up to twelve (12) weeks of unpaid leave, during which the University shall provide health insurance coverage, for circumstances identified in Section 1 (A) and (B). For ASEs who are employed for fewer than three quarters, the amount of unpaid leave as covered under Section 1 (A) and (B) will be prorated. ASEs shall not be required to register for any tuition credits during their leave period. During the leave period the ASE will continue to be responsible for their portion of the dependent coverage premium.

Section 5. Child Care Emergency. A child care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency child care requirements such as unexpected absence of regular care provider, unexpected closure of the child's school, or unexpected need to pick up child at school earlier than normal. ASEs shall be authorized to use one (1) paid leave of absence day (as specified in Section 3 above) per year for child care emergencies. In addition to paid leave (as outlined in Section 3 above) ASEs shall be granted one (1) four hour paid leave of absence day for childcare emergencies.

Section 6. Coverage During Leave. In order to ensure proper coverage, it is the responsibility of the ASE to contact the appropriate faculty member or other supervisor in advance of the leave, unless not possible. If applicable, such notification will include appropriate medical documentation and projected return date. While it is the University's responsibility to make alternative arrangements to cover the assignment, the ASE will assist as reasonably possible.

Section 7. Military Leave. An ASE shall have those rights provided by law for military leave.

Section 8. Jury Duty. An ASE shall not have any reduction of stipend or pay due to jury duty service, or if subpoenaed to serve as a witness in a legal proceeding in which the ASE is not a party to the dispute. To the extent permitted by law, an ASE shall request a postponement of jury service if requested to do so by their department or program. An ASE shall advise their supervisor of their receipt of notice for jury service as soon as reasonably possible.

Section 9. Other Leaves. The determination of whether to approve other requests for an unpaid leave shall be made by the University.

Section 10. Appropriate usage of any of the above leaves shall have no impact on decisions concerning re-appointment or transfer of an ASE.

Section 11. Leave Without Pay for Reasons of Faith or Conscience

Leave without pay will be granted for reasons of faith and/or conscience for up to two (2) workdays per year as provided below:

- a) Leave without pay will be granted for up to two (2) workdays per calendar year for reasons of faith and/or conscience and/or an organized activity conducted under the auspices of religious denomination, church (or other religious organization), or other organizations of conscience. Leave without pay may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by Chapter 82-56 WAC or if the employee is necessary to maintain public safety.
- b) The Employer will allow an employee to use a personal holiday (if eligible per Article 10, Section 2), or vacation leave in lieu of leave without pay. All requests to use a personal holiday or vacation leave must indicate that the leave is being used in lieu of leave without pay for a reason of faith or conscience.
- c) Personal Holidays may only be used in eight (8) hour increments.
- d) Employees will only be required to identify that the request for leave is for a reason of faith or conscience.

ARTICLE 17 – MANAGEMENT RIGHTS

Section 1. Management of the University is vested exclusively in the University. Except as otherwise provided in this Agreement, the Union agrees that the management rights of the University include, but are not limited to, the right to establish, plan, direct and control the University's missions, programs, objectives, activities, resources and priorities; to establish and implement Affirmative Action plan and goals; to establish, revise and administer procedures, reasonable rules and regulations, and direct and control University operations; to alter, extend, or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of ASEs; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which the performance of ASEs are evaluated; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to discipline or dismiss for just cause; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire, or transfer; to determine how and by whom instruction is delivered; and to introduce new methods of instruction.

Section 2. The University has the sole and exclusive authority to make all decisions involving academic matters, including, but not limited to, who is taught, what is taught, how it is taught and who does the teaching. All matters including academic judgment shall be made at the sole discretion of the University.

Section 3. The determination of whether duties will be assigned to ASEs or other individuals, or reassigned from ASEs to other individuals, will be made by the University.

ARTICLE 18 - NO STRIKES, NO LOCKOUTS

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

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

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

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

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

ARTICLE 19 - NON-DISCRIMINATION AND HARASSMENT

Section 1. Non-Discrimination. Neither the Employer nor the Union shall discriminate against any employee by reason of the following status: age, sex (except where age or sex is a bona fide occupational qualification), race or ethnic origin, color, creed, national origin, religion, disability, disabled or Vietnam era veteran status, political affiliation, marital status, sexual orientation, gender expression or identity, pregnancy status, HIV status, or membership or non-membership in a union.

Section 2. Sexual Harassment. No employee shall be subjected to discrimination in the form of sexual harassment, currently defined in the University of Washington Handbook (Volume 4, Part 1, Chapter 2) as (1) unwelcome sexual advances or requests for sexual favors by a person who has authority over the recipient when (a) submission to such conduct is made either an implicit or explicit condition of the individual's employment, academic status, or ability to use University facilities and services, or (b) submission to or rejection of the conduct is used as the basis for a decision that affects tangible aspects of the individual's employment, academic status, or use of University facilities; or (2) unwelcome and unsolicited language or conduct by a member of the University community that is of a sexual nature or is based on the recipient's sex and that is sufficiently offensive or pervasive that it could reasonably be expected to create an intimidating, hostile, or offensive University environment.

Section 3. The University shall provide ASEs with information about its non-discrimination and harassment policies.

Section 4. Complaints. A discrimination complaint may be filed with the University Complaint Investigation and Resolution Office and/or as a grievance in accordance with Article 8 of this Agreement. Employees may also file discrimination complaints with appropriate federal or state agencies. The parties agree to encourage the filing of discrimination complaints through the University Complaint Investigation and Resolution Office.

Section 5. The Union and the University are committed to a diverse ASE workforce. Therefore, the parties will establish a joint committee to discuss methods of recruiting and retaining, and encouraging career development of, ASEs who belong to underrepresented groups as defined in the University Handbook. The parties will also discuss and develop ways of improving the climate of ASE workplaces, particularly in cases when ASEs perceive disparate treatment (for example, as a result of native language/dialect or parental status).

Section 6. Workplace Behavior. The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that all employees should be free from everyday exchanges—including words and actions—that denigrate or exclude individuals based on their membership in a group or class. The parties agree that such inappropriate behavior in the workplace does not further the University's business needs, employee well-being, or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.

Inappropriate workplace behavior by ASEs, Faculty, supervisors and/or managers will not be tolerated. If an employee believes they have been subjected to inappropriate behavior the employee may take action as described in Section 4.

Section 7. Lactation. The University shall provide a reasonable amount of break time for an ASE to express breast milk for the nursing child each time such employee has need to express the milk. The University shall provide a space, other than a public bathroom, that is clean, shielded from view, and free from intrusion from coworkers and the public, in reasonable proximity to the lactating parent's work location which may be used to express breast milk. The University shall ensure that employees have access to adequate space to store a pump and an insulated food container.

The University and Union shall meet two (2) times per year in calendar years 2016 and again in 2017 to discuss expanding the number of lactation stations on campus and improving ASE access to Lactation facilities and support.

The University shall maintain a webpage listing the established lactation stations of which the University is aware, to include access instructions, and what equipment is available at each station (e.g., sink, refrigerator). It is understood that the lactation stations listed on this webpage do not represent a comprehensive list. The parties may add lactation stations to this webpage periodically, which will be discussed at the request of either party. These lactation stations will be available to all ASEs. The website address for the lactation stations will be included in ASE appointment letters.

Section 8. Bathroom Equity. The University shall provide that all ASEs have adequate access to all-gender bathrooms. Adequate access may include a reasonable amount of travel time.

The University and Union shall meet two (2) times per year in calendar years 2016 and again in 2017 to discuss University plans and actions regarding the creation of all-gender bathrooms and/or re-designation/re-purposing of single gender bathrooms in buildings across campus as well as various other ways in which the University can better ensure access of ASEs to all gender bathrooms. The University will complete conversion/construction of twenty-four (24) all-gender bathrooms in buildings in the central core of campus by the end of May 2015. The University anticipates the completion of conversion/construction of two (2) additional all-gender bathrooms by the end of summer 2015.

The University shall publicize the location of every all gender bathroom on campus on a website.

ARTICLE 20 – PARKING AND TRANSIT

ASEs shall have the option to participate in the on-campus parking program. ASEs shall have the same parking related services that are available to, and on the same basis as, full-time staff of the University. These parking related services include but are not limited to individual commuter tickets and quarterly parking permits.

ARTICLE 21 – PERSONNEL FILES

Section 1. ASEs and the Union shall be notified of the identity of the custodian of their personnel files. A notice specifying the location of the official personnel file(s) shall be posted in each Department or comparable unit. The personnel file should exclude all academic records and academic applications submitted to the University.

Section 2. ASEs shall have the right to examine all materials contained in their personnel file and, upon request, shall be provided a copy of any materials in that file. The personnel file shall be made available for review within three (3) working days of the request.

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

Section 4. No reference to grievances shall be placed in an individual's personnel file.

Section 5. All materials in the personnel file of an ASE, including supervisory job performance evaluations, shall be confidential except as required to be publicly available under State and/or Federal law. The University will limit access to student evaluations to those undergraduate, graduate, and professional students, and faculty, with UW Net ID.

Section 6. The Union shall be provided access to bargaining unit member personnel files with the written consent of the individual ASE. A copy shall be provided upon request.

Section 7. Rights established in this Article are conferred on the ASE while in the bargaining unit, regardless of current employment status as an ASE.

ARTICLE 22 – SEVERABILITY

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall negotiate in good faith with respect to any provision found to be in contravention of the law.

ARTICLE 23 – SUBCONTRACTING

Section 1. If the University plans to subcontract unit work, the University shall provide reasonable advance notice to the Union. Any subcontracting must be done in good faith.

Section 2. The University shall, upon request, meet and confer with the Union over the effects of subcontracting on the unit.

ARTICLE 24 – SUMMER NON-REGISTERED GRADUATE RESEARCH STUDENT ASSISTANTS

Section 1. In the limited number of Departments or Hiring units where it had been past practice before the 2004 UAW Local 4121—University of Washington contract to pay non-registered graduate ASEs to perform hourly research work during Summer Quarter (June 16th through September 15th), Departments or Hiring Units will appoint such ASEs according to the following terms.

- (A) Departments will place ASEs who have not registered for Summer Quarter, but who are performing research work, into a Graduate Research Student Assistant (GRSA) job classification (0854). Departments shall not use this job classification at any time other than Summer Quarter (June 16th through September 15th);
- (B) The minimum hourly rates of payment made to non-registered ASEs performing research work during the Summer Quarter shall be based on a 220 hour quarterly workload;
- (C) In cases where an individual ASE's only way to have paid health insurance coverage during Summer Quarter is by registering and working in a Graduate Student Service Appointee (GSSA) title at .50 FTE, the department shall notify the ASE in advance of their option to do so. In the event the ASE wishes to be covered by health insurance, the University and the Union will work together to make sure the ASE is covered.

ARTICLE 25 – TRAINING

Section 1. The University shall provide training necessary to fulfill ASE duties.

Section 2. All training shall be considered as part of the required workload.

Section 3. The content and delivery of training is reserved to and determined by the University.

Section 4. The Union-Management Committee shall make recommendations to the University to address overlapping or insufficient training concerns brought to its attention by ASEs.

ARTICLE 26 – TRAVEL

Section 1. The University shall reimburse ASEs for travel and per diem expenses required for employment. Prior approval of the ASE's Department Chair (or designee) must be attained. Unpaid travel shall not be required.

Section 2. Reimbursement rates and methods shall be those provided to other University employees.

ARTICLE 27 - UNION-MANAGEMENT COMMITTEE

A joint Union-Management Committee shall be formed to address issues that are not the subject of an active grievance. This Committee will consist of five individuals designated by the UAW and five individuals designated by the University. Meetings will be held once an academic quarter (Autumn, Winter, Spring) at mutually agreed upon times and on an ad hoc basis as needed. Summer quarter meetings shall be arranged upon mutual agreement. Agendas shall be mutually agreed upon at least five (5) business days prior to the meeting.

ARTICLE 28 - UNION RIGHTS

Section 1. The University will furnish to the Union a monthly new hire report listing new hires and transfers in the bargaining unit. The report will contain each ASE's name, unique ID number, home department, start date, FTE percent time, job classification, and mail stop. Upon request, within two weeks, the University will provide a quarterly report listing the ASE's name, unique ID number, home department, job code, job classification, status/action, mail stop, home address, and hire date. The University shall provide these lists in an electronic file when practicable. These lists shall be provided at no cost to the Union.

Section 2. The Union will have the same access to the University mail system as all other unions representing University employees.

Section 3. Following ratification and approval by the parties, the University shall publish the Agreement on a designated website.

Section 4. In accordance with University/Department policy on access, representatives of the UAW shall be permitted access to employees' work spaces for the performance of official union business, provided the University policy shall be non-discriminatory and shall be enforced in a non-discriminatory manner. Union representatives will not engage in any disruption of University operations, interfere with the assignment and direction of employees, or in any way impede the discharge of any employee's duties and responsibilities.

Section 5. The Union shall be provided 30 minutes for Union orientation at any University, Hiring Unit, or Department wide orientation for new ASEs, to distribute materials, including Union membership application and dues deduction authorization. Such meetings shall not count toward the 220 hours expectation. The University and the Union shall meet semi-annually to discuss the efficacy of this provision.

Section 6. The University agrees to furnish conference and/or meeting rooms for Union meetings upon prior request by the Union in accordance with University policy and cost.

Section 7. The Union may designate a number of stewards appropriate to the size of the unit who shall be members of the bargaining unit. A steward who is processing a grievance in accordance with the grievance procedure of this Agreement shall be permitted reasonable paid release time to meet with University representatives and process the grievance. Time off for processing a grievance shall be granted to a steward by a supervisor following a request, but in consideration of job responsibilities. If permission for time off can not be granted, the University shall arrange for time for release time off at the earliest possible time thereafter. The University will work in good faith to find ways to allow ASEs designated as stewards the time necessary to perform their responsibilities, which may include a reduced work assignment for the ASE. The Union will work in good faith with the University in the designation of stewards so as to avoid appointing a steward in situations that would create a hardship to the University.

Section 8. The Union will submit to the Office of Labor Relations the name of each steward and the assigned jurisdiction of the steward. In the event of a re-designation of stewards, notice shall be provided to the University at least two days prior to the date such steward is recognized. Stewards will only process grievances within their steward jurisdiction, unless otherwise mutually agreed.

Section 9. The University shall provide paid release time for up to five (5) ASEs designated by the Union for the purpose of bargaining a replacement agreement.

Section 10. The University will provide a bulletin board space for the Union in those Departments where ASEs work.

Section 11. The University shall furnish an electronic copy to the Union of the Annual Graduate Student Financial Support Summary Report (ethnic breakdown).

Section 12. New ASE Rights.

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

ARTICLE 29 - UNION SECURITY

Section 1. Union Membership and Service Fees. As a condition of employment, employees who are covered under this Agreement shall, beginning within thirty (30) days of employment or beginning within thirty (30) days of the effective date of this Agreement (whichever is later), either (a) execute a Union membership and payroll deduction form in order to have the appropriate fee deducted from their payroll checks; or (b) if the ASE chooses not to be a member, the ASE shall, in satisfaction of this requirement, execute a payroll deduction form to pay a service fee to the Union; or, (c) in the case of those who are Union members and do not have a payroll deduction authorization in effect, timely pay their Union dues and initiation fees directly to the Union each month, or, in the case of those who are not Union members and do not have a payroll deduction authorization in effect, timely pay their service fee directly to the Union each month, with payments due in either case by the last day of such month. The UAW will provide the University with the formula for calculating the dues, initiation fees, and service fees. The amount of the service fee shall be as determined by the Union, but shall be no more than the dues charged for Union membership. The parties will comply with the requirements of state law (RCW 41.56.122) for any employee with a bona fide religious objection to paying dues or fees to the Union.

Section 2. Upon ratification of this Agreement, the University and the Union shall jointly notify all ASEs of the obligation to either join the Union or pay a service fee. The notice shall include an application for Union membership card and a dues authorization card. The notice shall be provided to all ASEs both electronically and in hard copy.

Section 3. Upon notification from the Union of an ASE's written authorization, the University shall deduct Union dues or service fees from each paycheck, and remit the same together with a list of names of the ASEs from whom deductions were made. The list shall contain: the employee's name, unique ID number, home department, amount of

dues/fees/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, VCAP, and service fees deducted for that pay period.

Section 6. The Union specifically agrees that the University shall assume no obligation other than that specified in this Article, or any financial liability, including the payment of any retroactive dues/service fees, arising out of the provisions of this Article. Further, the Union agrees that it will reimburse the University for any costs, and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity arising from any deductions made or other actions taken under this Article. This indemnification includes the cost of representation.

Section 7. Failure by an employee to pay the required dues or fees provided above shall constitute cause for termination of the ASE's employment. Prior to the time the Union notifies the University in writing that the employment of an ASE should be terminated for failure to comply with this Article, the Union will provide the ASE thirty (30) days written notice of non-compliance.

ARTICLE 30 - VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)

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

1. The authorization form must be mutually agreed upon by the parties and contain specific UW payroll language as determined by the University. If the authorization form is not legible, as determined at the sole discretion of the University, the form will be returned for clarification.
2. The ASE must be an active dues paying member for the VCAP deduction to occur.

3. The VCAP deduction must be in a flat dollar amount and shall either be deducted from the ASE's first paycheck of the month, or will be divided equally between the two monthly paychecks, as determined by the University.
4. This provision is for regular recurring payroll deductions and shall not be used for one-time deductions.
5. An ASE may discontinue the VCAP deductions at any time upon written notification to the Payroll Office.
6. The UAW shall be responsible for any reasonable initial and ongoing processing costs associated with setting up and maintaining this additional check off. Costs will be determined at the sole discretion of the University consistent with charges made for other similar deductions. VCAP collections less any processing charges will be remitted to the UAW VCAP on a monthly basis. The remittance listing for this deduction will be added to the Union deduction information already provided to the Union.
7. The Union and each ASE authorizing the assignment of wages for the payment of voluntary political action contributions 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 on account of any deduction made from the wages of such ASE.

ARTICLE 31 – VACATION

Section 1. ASEs with a 50% or greater FTE appointment for twelve months will have a minimum of four weeks (20 business days) of vacation time off during those twelve months. There will be no reduction in pay or benefits for this time off. ASEs with a 50% appointment for less than twelve months or who are appointed for less than 50% FTE shall have vacation time off prorated on this basis. Hourly ASEs shall not receive vacation time off.

Section 2. Vacation time off shall be taken during academic quarter breaks or as otherwise mutually agreed to by the ASE and a supervisor.

ARTICLE 32 - WAGES

Section 1. The parties agree that overall ASE compensation at UW should remain competitive with the Global Challenge States (GCS).¹ The University shall increase compensation for ASEs over the life of the agreement as follows:

¹ The peer institutions in the Global Challenge States are Rutgers University; the University of California – Davis; University of California – Irvine; University of California - Los Angeles; the University of California - San Diego; the University of Colorado -

A. The parties will select a mutually agreed-upon third party to assemble data about gross base wages for ASEs at peer institutions in the GCS.

1. This data will be used to calculate the gap between UW and the median of the GCS. Both parties will add input and commentary to the data collection process.
2. In calculating the gap between UW and the median of the GCS the parties will compare gross base wages for half-time (or equivalent) graduate Academic Student Employee positions paid at the minimum base rate.²
3. The calculation of the gap will be adjusted annually and will factor any changes made to gross base wages by any institution in the GCS.

B. Effective July 1, 2015:

1. The base rate shall be increased at least by the percentage equaling the adjusted gap between UW and the GCS median or 4%, whichever is greater.
2. All ASE variable rates shall be increased by 2%, or the percentage needed to match the corresponding 2015/16 salaried non-variable rate, or the departmental increase, whichever is greater.
3. All ASE hourly rates shall be increased by 2%.
4. This provision shall continue in full force and effect after the expiration date of the Agreement. Any dispute concerning this provision shall be subject to the grievance and arbitration provision of the Agreement.

C. Effective July 1, 2016:

1. The base rate shall be increased at least by the percentage equaling the adjusted gap between UW and the GCS median or 2%, whichever is greater.
2. All ASE variable rates shall be increased by 2%, or the percentage needed to match the corresponding 2016/17 salaried non-variable rate, or the departmental increase, whichever is greater.
3. All ASE hourly rates shall be increased by 2%.

D. Effective July 1, 2017:

Boulder; the University of Connecticut; the University of Maryland - College Park; the University of Massachusetts – Amherst; and the University of Virginia.

² UW job codes 0817, 0847 and 0857 under the Regular Salary Schedule

1. The base rate shall be increased at least by the percentage equaling the adjusted gap between UW and the GCS median or 2%, whichever is greater.
2. All ASE variable rates shall be increased by 2%, or the percentage needed to match the corresponding 2017/18 salaried non-variable rate, or the departmental increase, whichever is greater.
3. All ASE hourly rates shall be increased by 2%.

In the event the Washington State Legislature invalidates a provision of this section, the parties will meet and negotiate over the invalidated provision, pursuant to RCW 41.56.

Section 2. ASEs shall be eligible to receive automatic pay increases in accordance with Article 14 (Job Titles and Classifications). Any such increases shall be in addition to the wage increases described above.

Section 3. The University will continue its existing practice with regard to Summer Quarter stipends, except that stipends for TA's hired for two (2) months during the summer will be 20% higher than during other quarters of the Academic Year.

Section 4. ASEs shall continue to have access to the University of Washington's Section 403b Voluntary Investment Program.

ARTICLE 33 – WORKLOAD

Section 1. At the time of appointment, the University will inform the ASE of the percentage FTE of their appointment or, for hourly employees, the hours expectation of their appointment.

Section 2. ASEs with a 50% FTE appointment will not be required to work for more than 220 hours per quarter. ASEs with a 50% FTE appointment shall not be required to work more than an average of 20 hours a week, and shall not exceed 30 hours in a given week except by the ASE's consent. Alternate percentage appointments will be directly proportional to the 50% FTE appointment in relationship to workload per week and per quarter. The 220 hour workload expectation will not be reduced by holidays (including personal holidays) or vacation time. For unusual work assignments, such as those associated with research conducted in remote locations or those where the nature of the job duties requires the use of specialized instrumentation at specific intervals of time, an ASE may expect greater variations within a given week's work schedule provided the ASE has been notified in their appointment letter of the unusual nature of their job duties.

Section 3. Assigned workload is measured by how many hours the University could reasonably expect an ASE to take to satisfactorily complete the work assignment so as

to maintain excellence in teaching, research, and service. An ASE should initiate discussions with their supervisor as soon as the ASE anticipates any workload related issues that would result in working more than 220 hours in a quarter. Before workload hours are exceeded, the Department will offer the ASE additional paid hours for the excess workload or relieve the ASE of the excess workload.

Section 4. Any work assignment, prep work, training, job-specific orientation, required meetings, required conferences, and tutee no-shows (including duties that occur outside of the academic term) shall be included in the total workload for the quarter. Workload does not include courses in general pedagogy or remedial courses required to meet minimum eligibility requirements (e.g. ESL 102) in which ASEs are required to be enrolled for credit. Hourly ASEs who participate in any training and job-specific orientation that is required as a condition of their employment shall be paid at their normal hourly rate.

Section 5. Required meetings will be held during the normal work hours at an on-campus or off-campus site in proximity to where the ASE usually works, or at a location agreed to in advance by the ASE.

Section 6. In the case of change of ASE job assignment, any work completed in the original assignment will count toward the hour limit for the quarter.

Section 7. Both parties understand that the published University calendar governs the work of all bargaining unit members, and in some academic quarters examination schedules may conclude several days beyond the last pay period of the three month appointment. ASEs appointed in these quarters recognize that their obligation extends to grading exams and/or papers submitted at those times, and other similar duties as assigned.

Section 8. Workload assigned to an ASE under this article is separate from the academic expectations associated with thesis and dissertation research that is expected pursuant to 600-, 700-, and 800-level course work. This Agreement should not in any way be construed as imposing a limit on the amount of academic work necessary for a student to make satisfactory academic progress toward their degree.

Section 9. Hourly ASEs will not be required to work more hours than specified in the appointment letter, or to work any hours for which they are not paid. Hourly ASE appointments and schedules will be made in accordance with University Employment and Administrative Policies: University Employment- Student Employment-Chapter 104.

Section 10. If an ASE is assigned to hold an instructional position in which they believe that a change from a previous quarter may negatively affect their ability to satisfactorily complete the work assignment so as to maintain excellence within workload limits, the ASE shall have the right to request and meet with their supervisor as soon as practicable regarding the issue. Such changes include but are not limited to enrollment increases, volume and structure of assignments, grading responsibilities,

and alterations to the responsibilities of an ASE as a mentor or a supervisor for other ASEs. If, after these discussions, the ASE determines that their assignment will still exceed workload limits, as defined by this article, the ASE may pursue their rights under this article.

Section 11. The Union-Management Committee will be empowered to discuss issues relating to workload, including but not limited to class size and the criteria and decision process governing the hiring, work assignments, evaluation, and reappointment of ASEs.

ARTICLE 34 – WORKSPACE AND MATERIALS

Section 1. The University shall provide reasonable access to facilities, services, texts and instructional support required for the position. Examples of access that may be required include, but are not limited to:

- A. Office and desk space and telephone;
- B. A computer with internet access;
- C. Storage and laboratory space;
- D. Mailbox;
- E. Office supplies;
- F. Texts and/or reading material;
- G. Printing facilities; and
- H. Equipment to perform research required for the appointment.

Section 2. If provided prior written approval of the department chair or designee, an ASE shall be reimbursed for required job related materials and services that are not provided to the ASE by the department. If no written approval is granted, ASEs will not be required to purchase job related materials and services.

Section 3. Before an ASE's work location is moved, or before there is a substantial alteration of the ASE's work space, the affected ASE normally shall be notified at least thirty days before the change is to take place. In the event thirty days notice is not feasible, the ASE shall be notified as soon as reasonably possible.

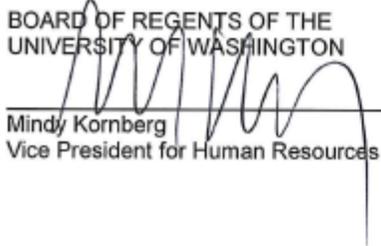
ARTICLE 35 – DURATION

This Agreement shall become effective and will remain in effect from the date of membership ratification until April 30, 2018, unless mutually extended by the parties.

The initial bargaining session will take place no later than February 1, 2018.

SIGNATORIES

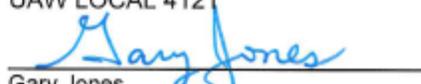
BOARD OF REGENTS OF THE
UNIVERSITY OF WASHINGTON

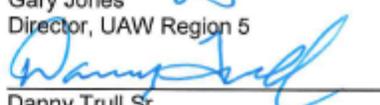

Mindy Kornberg
Vice President for Human Resources

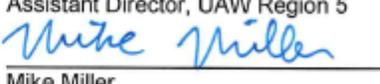
Approved as to form this date


Robert Kosin *Meagan Gibbons*
Assistant Attorney General
State of Washington

UAW LOCAL 4121


Gary Jones
Director, UAW Region 5

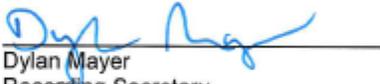

Danny Trull Sr.
Assistant Director, UAW Region 5


Mike Miller
International Representative


David Parsons
President


Lei Cheng
Vice President


Toni Ferro
Financial Secretary


Dylan Mayer
Recording Secretary

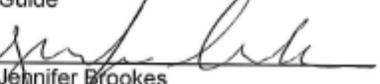

Kristin Lindenmuth
Trustee


Elizabeth Scarbrough
Trustee


NIRAL SHAH
TRUSTEE


Bradley Dickerson
Sergeant-at-Arms


Phil Harding
Guide


Jennifer Brookes
At-Large Bargaining Team Member

SIGNATORIES



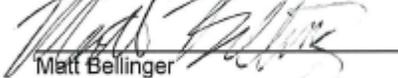
Kristen Garofali
At-Large Bargaining Team Member



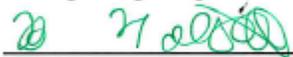
Katie Derthick
At-Large Bargaining Team Member



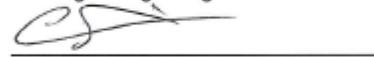
Elizabeth Mills
At-Large Bargaining Team Member



Matt Bellinger
At-Large Bargaining Team Member



Bob Hodges
At-Large Bargaining Team Member



Alli Germain
At-Large Bargaining Team Member

Alexander Stone
At-Large Bargaining Team Member



Kristen Dew
At-Large Bargaining Team Member



Robin Gold
At-Large Bargaining Team Member

LETTER OF UNDERSTANDING A: WAGES

The parties recognize that the federal government is currently examining the regulations concerning FICA exemptions for certain academic student employees. In the event any of the benefits contained within this Agreement have the effect of losing the exemption for ASEs, the parties will meet to discuss alternatives.

LETTER OF UNDERSTANDING B: UNION RIGHTS

The University will investigate whether there are any grants that would prohibit an ASE from being paid as an ASE while performing steward duties. In the event a determination is made that such a prohibition exists, both parties will bargain in good faith to find an alternative that allows the same level of steward representation. In the event an agreement can not be reached, the matter shall be resolved by an arbitrator.

LETTER OF UNDERSTANDING C: WORKERS COMPENSATION

The University and the UAW hereby agree that all job titles in the bargaining unit shall be covered by worker's compensation insurance with the exception of employees in stipend-only job classifications.

**LETTER OF UNDERSTANDING F: OVERPAYMENT OF HEALTH INSURANCE
PREMIUM**

- The University will notify and discuss with the UAW any pre-litigation settlement of this matter.
- The University will notify the UAW if it files a lawsuit and will provide the Union with a copy.
- The University will notify the Union if it decides not to file a lawsuit and discuss that decision if requested by the Union.
- The University will bargain, if required by RCW 41.56, over the recovery of overpaid funds, if any, including how any recovered funds will be distributed.

MOU – REGULARLY SCHEDULED ARBITRATION HEARINGS PILOT

*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)*

During negotiations for a successor agreement, the parties agreed to the implementation of the following upon ratification:

The parties agree to Pilot 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. By mutual agreement, the parties may expedite the proceedings.
- IV. 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.
- V. After June 1, 2016, either party may choose to the end this Pilot.

MOU – JOB TITLES AND CLASSIFICATIONS

*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)*

During negotiations for the 2015-2018 successor agreement, the parties reached agreement on the following regarding Job Titles and Classifications:

The Union and University Labor Management Committee shall meet four (4) times per calendar year in 2016 and again in 2017 to discuss how the University could implement a step system for UAW-represented employees and more effectively publicize compensation practices and/or policies for hourly ASEs.

MOU – MICRO-AGGRESSIONS

*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)*

During negotiations for the 2015-2018 successor agreement, the parties reached agreement on the following regarding Micro-aggressions:

Micro-aggressions are everyday exchanges—including words and actions—that denigrate and exclude individuals based on their membership in a group or class of individuals.

The Union and University shall meet three (3) times per calendar years 2016 and 2017 to evaluate progress on the joint goal of eliminating micro-aggressions against ASEs and discuss plans to advance that goal.

Discussions may include but not be limited to the following:

- A. Available resources for micro-aggression training.
- B. Micro-aggressions and inclusivity training for new ASEs, current ASEs, supervisors, faculty, and departments.

MOU – IMMIGRATION STATUS AND WORK AUTHORIZATION

*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)*

During negotiations for the 2015-2018 successor agreement, the parties reached agreement on the following regarding Immigration Status and Work Authorization:

The Union and University shall meet four (4) times per calendar year in 2016 and again in 2017 to discuss issues arising from academic student employment, immigration status, and work authorization. The parties may add additional meetings by mutual agreement.

MOU – GAIP 2015-2018 IMPLEMENTATION

*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)*

During negotiations for the 2015-2018 successor agreement, the parties agreed to the implementation of the following:

1. On April 28, 2015, the parties agreed to a comprehensive “basket of benefits” for the GAIP plan for the period extending from May 1, 2015 to September 30, 2018, as outlined in attached Appendix 1.
2. As a result of the agreement entered into on April 28, 2015, the following GAIP medical benefit changes will become effective May 1, 2015:
 - a. *Out of pocket maximum* decreased from \$1425 to \$1200,
 - b. *Hall Health Only: Oral chemotherapy drug coverage* for ASEs changed from 90% to applicable co-pay,
 - c. *Medical evacuation* removal of “lifetime” maximum.
3. The parties acknowledge and agree that the administrative implementation of these changes is conditional upon the approval of the Office of the Insurance Commissioner (OIC) of the proposed plan changes.
4. Pending the approval of the changes of plan benefits by the OIC, the UW agrees that the benefits outlined in Appendix 1 will apply as of May 1, 2015. During the period of OIC review and approval, UW will reimburse ASEs for the difference in any claim costs incurred on or after May 1, 2015 resulting from the changes referred to in Section 2 (above), if applicable. Once the OIC has approved the proposed plan changes, ASE coverage will be managed according to the approved plan.

ASEs will be required to provide documentation to the UW’s Benefits Office of medical expenses within the plan’s timely claim filing requirements of 12 months in order to be reimbursed.

MOU – HR/P AND UNION SECURITY

*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)*

During negotiations for the 2015-2018 successor agreement, the parties reached agreement on the following regarding Union Security.

In accordance with the Memorandum of Agreement regarding the “Transition to a New HR/Payroll System” signed on March 23, 2015, the parties acknowledge the Union’s right to engage in on-going discussions and bargaining of issues that are “revealed later in the implementation of HRP.” The Union has requested the following:

After every payday the University shall send in electronic format to the Union, a list containing the following for every ASE who was paid on that payday:

- *Unique Employee Id Number;*
- *Name;*
- *Home Address;*
- *Campus Mailbox;*
- *Original UW Hire Date;*
- *Home Department;*
- *Employment Status;*
- *Employment Status Effective Date;*
- *Leave of absence reason;*
- *Leave of absence return date;*
- *Student ID number;*
- *Separation reason*
- *And the following information for every appointment for which the ASE was paid in the preceding pay period or that was held by the ASE in the preceding pay period:*
 - *Appointment Number;*
 - *Begin Date;*
 - *End Date;*
 - *Appointment Department/Hiring Unit;*
 - *College Name;*
 - *Job Class Code;*
 - *Job Class;*

- o *Fulltime Salary/Hourly rate;*
- o *Appointment Percentage or FTE;*
- o *Appointment Status;*
- o *Appointment Term;*
- o *Paycycle End Date for the pay period in which wages were earned;*
- o *Earned Date;*
- o *Paycycle Earnings in Job Class Code for the pay period in which wages were earned;*
- o *Paycycle FTE in Job Class Code for the pay period in which wages were earned;*
- o *Work Location;*
- o *Name of Principal Investigator or Supervisor;*
- o *Step;*
- o *Budget numbers associated with each appointment held by the ASE;*
- o *Distribution line information (number, FTE, start date, end date, etc.) associated with wages for each appointment held by the ASE;*
- o *Hours worked in the appointment for the pay period in which wages were earned;*

The list shall be transmitted to Union as soon as is practicable but no later than seven (7) days after each payday.

The University agrees to provide as much of the preceding as possible and will update the Union when the information becomes available.

**MOU – ADVISORY COMMITTEE TO THE PROVOST REGARDING STUDENT
EMPLOYEE HOURLY WAGE**

*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)*

During negotiations for the 2015-2018 successor agreement, the parties reached agreement on the following regarding Wages for Hourlies:

1. At the writing of this Section, the University of Washington Provost has convened the Advisory Committee to the Provost Regarding Student Employee Hourly Wage to examine the hourly minimum wage for student employees at the University and how they may be affected by the Seattle Minimum Wage Ordinance. The final decision made by the Provost as a result of this committee's recommendation regarding hourly minimum wages at the University will apply to employees represented by the Union according to the schedule and parameters set forth by the Provost.
2. Regardless of the outcome of the process detailed in Section 1 of this agreement, all hourly ASEs will be paid no less than twelve dollars and fifty cents per hour (\$12.50/hour) effective January 1, 2016.

MOU – LUMP SUM PAYMENT UPON RATIFICATION

*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)*

During negotiations for the 2015-2018 successor agreement, the parties reached agreement on the following lump sum upon ratification:

1. The University shall provide a single one-time lump sum payment of \$150 to each ASE with a fifty percent (50%) FTE appointment, payable during the first quarter of employment during the 2015/16 academic year.

MOU – HR/P TRANSITION AND IMPACTS

*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)*

SUBJECT: TRANSITION TO A NEW HR/PAYROLL SYSTEM (the “HRP”)

This Memorandum of Agreement (“MOA”) is entered into by UAW Local 4121 (the “Union”) and the University of Washington (the “University”) regarding the migration by the University to a new HR/payroll system on or about January 1, 2016 and the characteristics that may impact the Union and its membership as a result. The parties share a mutual interest in allowing for ongoing discussions and negotiation if issues or impacts arise that are not contemplated herein. The Union reserves its rights to re-open impact bargaining if impacts are revealed later in the implementation of the HRP that were not known at the time of the entering into of this agreement.

The HRP

The parties agree that the University provided timely notice to the Union of its intent to migrate to a new HR/payroll system (the “HRP”) and of the anticipated impacts described below. The Union agrees that it has had the opportunity to bargain the impacts of the HR/Payroll Modernization and that its questions and concerns have been fully addressed to the best of the parties’ understanding at the signing of this document.

Academic Calendar Reconciliation

The parties recognize the potential need to reconcile key dates in the academic calendar within Workday, and commit to engage in ongoing discussion to reach a mutually agreeable solution.

Actual Time Reporting (“ATR”)

The parties agree that the University will migrate to a system of Actual Time Reporting for all hours worked and in pay status.

FMLA Calculations

The parties agree that the University will change the FMLA calculation from a calendar year to a rolling twelve (12) month year, measured backward from the date an employee uses any FMLA leave, effective on January 1st, 2015.

Calendar year 2015 will be a transition period in which leave entitlements for employees taking FMLA will be calculated using whichever method (either the calendar FMLA year or the rolling FMLA year) provides the greater leave benefit.

Harmonization of Workweek

The parties agree that the University will harmonize the workweek used for wage and hour purposes for all employees. The University workweek shall begin at 12:00 AM on each Sunday morning and conclude at 11:59:59 PM on each Saturday night. This change is anticipated to be effective as of October 25th, 2015 for Harborview and UW Medical Center employees. If this date is to change, the University will provide the Union notice of this change no less than 60 days in advance of the new date. The date of this change for applicable non-medical centers employees has not yet been determined. The University will notify the Union no less than 60 days prior to the implementation of this change.

Accruals

The Union agrees that the University provided timely notice of its intent to adjust accrual rates and calculations into a format that is based on actual time in payroll status.

Equal Benefit

The parties acknowledge that the process of bargaining the issues of the HRP is complex. The parties also acknowledge that for the Union to perceive that another union has negotiated more favorable terms related to the impacts of HRP and has unfairly been denied a benefit or consideration that others have been granted is problematic. The University is sensitive to this possible perception and agrees to inform the Union if any other union or party to this HRP bargaining process receives a benefit or consideration not granted to the Union and will bargain over that issue with the intent of achieving equity.

Amendments to the Collective Bargaining Agreement

Where the implementation of the HRP may result in changes to the express terms of the collective bargaining agreement, the parties will meet and bargain over proposed changes with the intent to reach mutual agreement on any necessary clarifications to existing contract language.

Communications

The University agrees to provide briefings on the progress of the transition to the new HR/Payroll system to Union representatives at least once a month in the three (3) months preceding the transition and to provide ongoing information to employees as the transition plan approaches implementation.

APPENDIX 1: GAIP GROUP MEDICAL PLAN SUMMARY

4/28/2015 updated March 2016

Benefits	Hall Health*	In-Network	Out-of-Network
Premiums	The University pays 100% of the Academic Student Employee (ASE) premium and contributes 65% of the cost for dependent premiums.		
Annual Maximum	Unlimited		
Pre-Existing and Transplant Waiting Periods	No waiting period		
Out-of-Pocket Maximum	\$1,200 per person, per plan year (Includes deductible of \$75 per quarter / \$300 per plan year , co-insurance, and medical co-pays and Rx cost share)	Unlimited	
Family Maximum	\$2,400 per family, per plan year (Includes \$600 annual deductible, co-insurance, and medical co-pays and Rx cost shares)	Unlimited	
Hall Health*	First \$1,000 covered in full per plan yr/per ASE (deductible and coinsurance waived). Then benefits paid at network levels. <i>Dependents or UW students not enrolled for classes: benefits are paid at network levels.</i>	Not Applicable	
Coinsurance	First \$1,000 covered in full per plan yr/per ASE (deductible & coinsurance waived). Benefits then paid at network level of 90% of allowed charges. <i>Dependents or students not enrolled for UW classes:</i> Benefits are paid at network levels and are subject to network level deductibles and plan limits.	Paid at 90% after deductible	Paid at 60% after deductible

*For Hall Health only, first \$1,000 covered in full per plan year, per ASE (deductible and coinsurance waived) then benefits paid at network levels, noted by service and provider. For a complete summary of benefits, please refer to the plan documents.

Deductible	No deductible for first \$1,000 per ASE, per plan year , then network deductibles apply. <i>Dependents or UW students not enrolled for classes: pay network deductible amounts.</i>	\$75 per quarter / \$300 per plan year	
Coordination of Benefits	2014-15 GAIP Plan is considered a Large Employer plan (by the WA OIC), which required coordination of benefits to be filed as 'primary' When you have more than one health plan, "coordination of benefits (COB)" makes sure that the combined payments of all your plans don't exceed your covered health costs. You or your provider should file your claims with your primary plan first.		
Office and Clinic Visits Office visits • Office visits • Office visit with your Gynecologist • Non-hospital urgent care centers • All other Provider office visits (excluding Naturopathic Visits)	First \$1,000 covered in full per plan yr/per ASE (deductible & coinsurance waived). Benefits then paid 100% after deductible. Non-Hospital Urgent Care Centers - Not Applicable <i>Dependents or UW students not enrolled for classes:</i> Benefits are paid at network levels and are subject to network level deductibles and plan limits.	90% of allowable charge after deductible	60% of allowable charge after deductible
Preventive Care			
Exams, screenings and immunizations	Paid at 100%, deductible waived	Paid at 100%, deductible waived	Paid at 60% after deductible
Seasonal immunizations at a pharmacy	Paid at 100%, deductible waived	Paid at 100%, deductible waived	Paid at 60% after deductible
Health education and tobacco cessation programs	Paid at 100%, deductible waived	Paid at 100%, deductible waived	Paid at 60% after deductible
Contraception Management and Sterilization	Paid at 100%, deductible waived	Paid at 100%, deductible waived	Paid at 60% after deductible
Diagnostic X-ray, Lab and Imaging			
Preventive care screening and testing	Lab work billed or referred by Hall Health will be covered at 100%.	Paid at 100%, deductible waived	Paid at 60% after deductible

*For Hall Health only, first \$1,000 covered in full per plan year, per ASE (deductible and coinsurance waived) then benefits paid at network levels, noted by service and provider. For a complete summary of benefits, please refer to the plan documents.

Basic diagnostic x-ray, lab and imaging	When x-rays are performed at Hall Health but referred to or billed from a non-Hall Health provider, members are responsible for applicable cost-shares.	Paid at 90% after deductible	Paid at 60% after deductible
Major diagnostic x-ray and imaging		Paid at 90% after deductible	Paid at 60% after deductible
Prescription Drugs	Retail Pharmacy: Up to a 35-day supply (certain maintenance drugs up to 90-day supply through Rubenstein). The deductible is waived. Rx copays accrue to the out-of-pocket maximum. Dependents or students not enrolled for classes: benefits subject to network levels.		
Preventive drugs	Paid at 100%, deductible waived	Paid at 100%, deductible waived	Paid at 60%
Generic drugs	\$10 copay, Maintenance Drugs \$10 copay + shipping & handling	Paid at 80%	
Formulary brand name drugs	\$25 copay, Maintenance Drugs \$40 copay + shipping & handling	Paid at 80%	
Non-Formulary drugs	\$35 copay, Maintenance Drugs \$80 copay + shipping & handling	Paid at 60%	
Oral chemotherapy drugs	Paid at 100%, deductible waived	Paid at 90%	Paid at 60%
Hospital Services			
Inpatient Care	Not Available	Paid at 90% after deductible	Paid at 60% after deductible
Outpatient care	*Paid at 100% after deductible	Paid at 90% after deductible	Paid at 60% after deductible
Surgery Services	Coverage for medically necessary transgender (sexual reassignment) surgery included as a covered surgery and paid at network levels.		
Inpatient hospital and professional services	Not Available	Paid at 90% after deductible	Paid at 60% after deductible
Outpatient hospital, ambulatory surgical center, including professional services	*Paid at 100% after deductible	Paid at 90% after deductible	Paid at 60% after deductible
Emergency Room			
Facility fees	Not Available	Paid at 90% after deductible	Paid at 90% after deductible
Professional, diagnostic and other services and supplies	Not Available	Paid at 90% after deductible	Paid at 90% after deductible

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Emergency Ambulance Services	Not Available	Paid at 90% after deductible	
Urgent Care Centers	Not Available	Paid at 90% after deductible	Paid at 60% after deductible
Mental Health (Includes therapies provided for mental health conditions such as autism)			
Outpatient (there are no fees at the Counseling Center for registered students)	*Paid at 100%, deductible waived	Paid at 90% after deductible	Paid at 60% after deductible
Inpatient and residential	Not Available	Paid at 90% after deductible	Paid at 60% after deductible
Chemical Dependency Treatment			
Outpatient (there are no fees at the Counseling Center for registered students)	*Paid at 100%, deductible waived	Paid at 100% after deductible.	Paid at 100% after deductible.
Inpatient and residential	Not Available	Paid at 100% after deductible.	Paid at 100% after deductible.
Maternity and Newborn Care			
Inpatient Hospital and Professional Services	Not Available	Paid at 90% after deductible	Paid at 60% after deductible
Birthing Center	Not Available	Paid at 90% after deductible	Paid at 60% after deductible
Diagnostic tests during pregnancy	*Paid at 90% after deductible	Paid at 90% after deductible	Paid at 60% after deductible
Midwifery	Not Available	Paid at 80% after deductible	Paid at 80% after deductible
Outpatient Professional	*Paid at 90% after deductible	Paid at 90% after deductible	Paid at 60% after deductible
Hearing Care	*Paid at 75% after deductible	Paid at 75% after deductible	Paid at 75% after deductible
Hospice Care			
Home Visits	Not Available	Paid at 90% after deductible	Paid at 60% after deductible
Respite care, inpatient or outpatient	Not Available	Paid at 90% after deductible	Paid at 60% after deductible
Habilitation Therapy	(Neurodevelopmental)		

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Inpatient (limited to 30 days per plan year)	Not Available	Paid at 90% after deductible	Paid at 60% after deductible
Outpatient (Medical necessity will be reviewed after 12 visits combined in-network and out-of-network)	*Paid at 90% after deductible	Paid at 90% after deductible	Paid at 60% after deductible
Rehabilitation Therapy			
Inpatient (limited to 30 days per plan year)	Not Available	Paid at 90% after deductible	Paid at 60% after deductible
Outpatient (Medical necessity will be reviewed after 12 visits) (combined in/out of network)	*Paid at 100 % after deductible	Paid at 90% after deductible	Paid at 60% after deductible
Skilled Nursing Facility and Care			
Skilled nursing facility care limited to 90 days per plan year	Not Available	\$300 copay, then Paid at 90% after deductible	\$300 copay, then Paid at 60% after deductible
Skilled nursing care in the long-term care facility limited to 90 days per plan year	Not Available	\$300 copay, then Paid at 90% after deductible	\$300 copay, then Paid at 60% after deductible
Home Medical Equipment (HME), Supplies, Devices, Prosthetics and Orthotics	Not Available	Paid at 90% after deductible	Paid at 90% after deductible
Acupuncture, Massage Therapy, Naturopathic Visits and Spinal Manipulation	*Paid at 75% after deductible	Paid at 75% after deductible	Paid at 50% after deductible
Allergy Testing and Treatment	*Paid at 100% after deductible	Paid at 90% after deductible	Paid at 60% after deductible

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Chemotherapy, Radiation Therapy and Kidney Dialysis	Not Available	Paid at 90% after deductible	Paid at 60% after deductible
Clinical Trials	Not Available	Covered as any other service	Covered as any other service
Dental Accidents	Not Available	Paid at 100%, deductible waived	Paid at 100% (of allowable amount), deductible waived
Foot Care	*Paid at 100% after deductible	Paid at 90% after deductible	Paid at 60% after deductible
Infusion Therapy	Not Available	Paid at 90% after deductible	Paid at 60% after deductible
Mastectomy and Breast Reconstruction	Not Available	Paid at 90% after deductible	Paid at 60% after deductible
Medical Foods	Not Available	Paid at 90% after deductible	Paid at 60% after deductible
Temporomandibular Joint (TMJ)			
Office visits	*Paid at 100% after deductible	Paid at 90% after deductible	Paid at 60% after deductible
Inpatient facility fees	Not Available	Paid at 90% after deductible	Paid at 60% after deductible
Other professional services	*Paid at 100% after deductible	Paid at 90% after deductible	Paid at 60% after deductible
Therapeutic Injections	*Paid at 100% after deductible	Paid at 90% after deductible	Paid at 60% after deductible
Transplants	All approved transplant centers covered at in-network benefit level		
Office visits	*Paid at 100% after deductible	Paid at 90% after deductible	Paid at 60% after deductible
Inpatient facility fee	Not Available	Paid at 90% after deductible	Paid at 60% after deductible
Other professional services	Not Available	Paid at 90% after deductible	Paid at 60% after deductible
Travel and lodging	Not Available	Paid at 90% after deductible	Paid at 60% after deductible
Abortion	Not Available	Paid at 90% after deductible	Paid at 80% after deductible
Emergency Medical Evacuation and Repatriation of Remains			
Emergency Medical Evacuation: \$10,000 maximum	Not Available	Not Available	No Charge
Repatriation of Remains \$25,000 maximum	Not Available	Not Available	No Charge
Pediatric Dental Limited to members under age 19. \$25 individual/ \$75 family deductible per plan year (deductible shared with Dental for Adults).	There is no annual limit applied to Pediatric Dental Services.		
Class I Services	Not Available	Paid at 100%, deductible waived	Paid at 100%, deductible waived

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Class II Services	Not Available	Paid at 80% after deductible	Paid at 80% after deductible
Class III Services	Not Available	Paid at 50% after deductible	Paid at 50% after deductible
Medically Necessary Orthodontia	Not Available	Paid at 50% after deductible	Paid at 50% after deductible
Pediatric Vision Limited to members under age 19.	There is no annual limit applied to Pediatric Vision Services.		
Routine exams limited to one per plan year	Not Available	Paid at 90%, deductible waived	Paid at 75%, deductible waived
One pair of contacts per plan year in lieu of glasses, or a year supply of disposable contacts	Not Available	Paid at 100%, deductible waived	Paid at 100%, deductible waived
Contact lenses required for medical reasons	Not Available	Paid at 100%, deductible waived	Paid at 100%, deductible waived
One comprehensive low vision evaluation and four follow up visits in a five plan year period	Not Available	Paid at 100%, deductible waived	Paid at 100%, deductible waived
Low vision devices, high powered spectacles, medical vision hardware, magnifiers and telescopes when medically necessary	Not Available	Paid at 100%, deductible waived	Paid at 100%, deductible waived

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GAIP Plan Summary

4/28/2015 updated March 2016

UW GAIP Dental Benefits: 2015 - 2018 Contract

Benefits	
Network	Under this plan you have the option of seeking care from any licensed dentist. (Services not applicable at Hall Health)
Deductible	
Individual	\$25 per person, per plan year
Family maximum	\$75 per family, per plan year
Applies to	Basic and Major Services
Annual Maximum per person	\$1,500 per person, per year
Diagnostic & Preventive Services	
Exams	Paid at 100% , no deductible (up to two routine exams each plan year)
Cleanings	Paid at 100% , no deductible (up to two cleanings each plan year)
Sealants (up to age 14)	Paid at 100%, no deductible (once every three years per tooth for permanent upper or lower molars with no decay)
Fluoride Treatment	Paid at 100% , no deductible (up to two times each plan year through age 18)
X-rays	Paid at 100%, no deductible (4 bitewings per year, up to 10 periapical x-rays) or panoramic x-rays once every 3 years); supplementary bitewing x-rays once every six month.
Basic Restorative Services	
Fillings	Paid at 80%, after deductible
Endodontics (Root Canal)	Paid at 80%, after deductible
Periodontics (Gum Disease)	Paid at 80%, after deductible
Simple Extractions	Paid at 80%, after deductible
Major Services	
Crowns, Inlays, Onlays	Paid at 50%, after deductible
Bridges and Dentures	Paid at 50%, after deductible
Orthodontics	Not Covered
Dental Accidents	Accidental dental injury expenses are covered in full, even when provided by an out-of-network provider
Notes	Coverage is available for a covered dental condition for members age 19 and older. Dental care for a child (< age 19) is covered under Pediatric Dental Services.

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GAIP Plan Summary

4/28/2015 updated March 2016

UW GAIP Vision Benefits: 2015 - 2018 Contract

Benefits	
Network	Under the vision plan you can receive services from any licensed vision care provider.
Deductible	
Exam	\$10
Frames/Lenses (combined)	\$25
Contacts	\$25
Eye Exam	Paid at 100% after deductible (once every 12 months up to \$60)
Lenses**	Paid at 100% after deductible once every 12 months up to:
Single Vision	\$50 per pair
Bifocal	\$70 per pair
Trifocal	\$90 per pair
Lenticular or Aphakic	\$135 per pair
Frames**	Paid at 100% after deductible (once every 24 months up to \$70)
Contacts (instead of lenses and frames***)	Plan pays 100% after deductible once every 12 months up to:
Medically Necessary	100%, after deductible
Cosmetic	\$105/pair
Limitations	Vision services do not apply toward the medical plan out-of-pocket maximum.
Notes	The plan does not cover facility fees (if any) charged by some providers (such as hospitals). **Sales tax, shipping and handling costs apply to the limit. ***After the purchase of contacts, lenses are not covered for another 12 months and frames are not covered for another 24 months.

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