

ARTICLE 14 – HIRING, APPOINTMENTS, PROMOTIONS, AND TRANSFERS

14.1 An employee will attain permanent status in a job classification upon their successful completion of a probationary, trial service or transition review period.

Probation.

- A. Every part-time and full-time employee, following their initial appointment to a permanent position, will serve a probationary period of six (6) consecutive months. The Employer may extend the probationary period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months. Employees will be provided with a written explanation for the extension. If the extension is based on performance issues, the employee will receive a performance improvement plan. Extension of probation period shall not be a normal practice.
- B. Permanent employees at the University of Washington shall not be required to complete another probationary period.
- C. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee takes paid time off, leave without pay, or shared leave, except for leave taken for military service. For the purpose of calculating the completion date, an employee's probationary period shall not end on the employee's regularly scheduled weekend off or a scheduled holiday off. In those instances the completion date will be the next scheduled work day.
- D. By mutual agreement, the probationary period for additional selected classes may be established for a period in excess of six (6) months but not to exceed twelve (12) months.
- E. Employees in probationary status will earn seniority from their initial date of hire but may not exercise seniority rights until completion of the probationary period. Probationary employees are not eligible for layoff or rehire rights.
- F. An employee who is appointed to a different position in a different classification prior to completing their initial probationary period will serve a new probationary period. The length of the new probationary period will be in accordance with Subsection 14.1(A) , unless adjusted by the Appointing Authority for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.
- G. Probationary Period Rejection. The Employer may reject an employee who has not completed a probationary period. Upon request by the employee, a meeting to explain such action shall be held with a representative of the Employer. At the request of the employee a representative of the Union shall attend such meeting.

1 Such rejection is not subject to the grievance procedure, except in cases involving
2 discrimination, under Article 2.

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4 14.2 The Employer may convert a non-permanent appointment into a permanent
5 appointment if the Employer used a competitive process to fill the non-permanent
6 appointment or if the non-permanent appointment was filled using a veteran
7 placement program. In such circumstances the employee will serve a probationary
8 or trial service period whichever is applicable.

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10 14.3 Filling Positions. The University will determine when a position will be filled, the
11 type of appointment to be used when filling the position, and the skills and abilities
12 necessary to perform the duties of the specific position within a job classification.
13 The University can fill a position on a full-time or part-time basis. Employees who
14 are appointed as nonpermanent, intermittent, part-time or cyclic in classifications
15 included in the WFSE bargaining units will also be included in the bargaining unit
16 in accordance with the provisions of this Agreement. They will be eligible to receive
17 medical benefits and retirement in accordance with state law and University policy.

18
19 Volunteers. Volunteers will not fill vacant bargaining unit positions.

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21 14.4 Types of Appointments.

22 a. Regular Appointments for positions scheduled to work twelve (12) months per
23 year.

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25 b. Cyclic Appointments for positions scheduled to work less than twelve (12) full
26 months each year due to known, recurring periods in the annual cycle when the
27 position is not needed or due to known budgetary restraints.

28
29 (1) At least fifteen (15) calendar days before the start of each annual
30 cycle, incumbents of cyclic positions will be informed in writing of their
31 scheduled periods of leave without pay in the ensuing annual cycle. Such
32 leave without pay will not:

33
34 (a) Constitute a break in service and will not be deducted from the
35 employee's length of service in granting periodic increments.

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37 (b) Be considered when computing the employee's vacation leave accrual
38 rate.

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40 c. Work During the Cyclic Leave of Absence

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42 (1) When additional work is required of a cyclic position during a period of
43 which the position was scheduled for leave without pay, the temporary
44 nonpermanent work will first be offered to the incumbent. The incumbent
45 will be allowed at least three (3) working days in which to accept or decline
46 the offer.

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2 (2) When additional pre-scheduled work is available during the leave without
3 pay period that is declined or cannot be completed by the incumbents, the
4 work will be offered to Cyclic Appointment employees prior to internal
5 employees, students, or external candidates. The work will be offered in
6 the following order, based on seniority:

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8 (a) Cyclic Appointments in the same job classification.

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10 (b) Cyclic Appointment in different job classifications with the essential
11 skills to perform the work.

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13 (3) Compensation. Employees who elect to accept work in a different job
14 classification will be compensated at the rate of pay of the position they
15 have accepted. However, if an employee accepts work in a lower
16 classification and their current rate of compensation falls within the pay
17 range for that classification, they will maintain their current rate of pay
18 within the lower classification.

19
20 (4) Accrual. Employees working in a nonpermanent appointment during a cyclic
21 leave of absence will accrue paid time off prorated based on regular hours
22 worked and paid time off used in a month in accordance with Article XX
23 Nonpermanent and Intermittent Employees.

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25 Both the Employer and the Union are encouraged to utilize the Joint Union
26 Management Committee process to resolve problems/concerns related to
27 the cyclic leave without pay assignments.

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29 ~~14.5 Fixed Duration appointments may be made for assignments initially intended to be~~
30 ~~for more than one thousand fifty (1050) hours, but for no more than twelve (12)~~
31 ~~consecutive months. Consecutive appointments that total more than twelve (12)~~
32 ~~consecutive months will not be made for the same assignment. The filling of fixed~~
33 ~~duration appointments will be determined by the University. Individuals hired under~~
34 ~~this section will receive written notification of the maximum length of the~~
35 ~~appointment and the eligibility for benefits. Conclusion of the appointment will be~~
36 ~~at the discretion of the University, including termination of appointments prior to its~~
37 ~~originally intended expiration date, and will not be subject to Article 6 (Grievance~~
38 ~~Procedure) and Article 38 (Seniority, Layoff, Rehire) of the contract. Fixed duration~~
39 ~~appointments will not be made to replace current employees or to do the work of~~
40 ~~any employee who has been laid off. Fixed duration appointments may not be used~~
41 ~~to fill permanent positions. Time worked in a fixed duration appointment will count~~
42 ~~towards seniority for employees who are appointed to a classified position without~~
43 ~~a break in service. Employees on a fixed duration appointment will be considered~~
44 ~~non-bargaining unit applicants when applying for bargaining unit positions and will~~
45 ~~be marked as internal applicants.~~
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~~(a) An individual appointed to a Fixed Duration Appointment who is hired into the same job, in the same unit through open recruitment will have their Fixed Duration Appointment months of service apply toward their probationary period for that position.~~

~~(b) Employees recruited into positions under section (a) who have worked in the Fixed Duration Appointment six (6) months or longer will be considered to have completed their probationary period and all months of service under that Fixed Duration Appointment (including extensions) will count toward their seniority.~~

~~14.6 Temporary Appointment.~~

~~Temporary appointment may be made only to (a) perform work in the absence of an employee on leave for more than six (6) consecutive months or (b) perform work which does not exceed one thousand fifty (1050) hours in any twelve (12) consecutive month period. At the conclusion of a temporary appointment a permanent employee shall have the right to revert to their former position or to an equivalent position. No temporary appointment shall take the place of employees laid-off due to lack of work or lack of funds. The Employer may end a temporary appointment at any time and such decision is not subject to the grievance procedure.~~

~~Other Assignments.~~

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

14.7 Promotions and Transfers

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

A. Definitions. For the purpose of this Article the following definitions apply:

- 1) Promotion – Movement to a position in a job class with a higher salary range maximum.
- 2) Transfer – Movement to a position within another department in the same classification.
- 3) Lateral Movement – Movement of employee to a position in a different class which has the same salary range maximum as the employee's current class.
- 4) Voluntary Demotion – Movement to a position with a lower salary maximum, where the position is attained through the employment

- 1 process. This section does not apply to employees who demote as part
2 of corrective action.
- 3 14.8 Cyclic year employees who have indicated a desire for a twelve month position will
4 be considered for twelve (12) month positions available within their work unit so
5 long as they comply with the requirements of the application process.
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- 7 14.9 Notice that applications are being accepted for vacant bargaining unit positions will
8 be published by the Employer and will be made available in places intended to
9 reach bargaining unit employees for a minimum of seven (7) calendar days prior to
10 the closing of the application period. The University may limit the scope of the
11 posting area if applications only from within the posting area are accepted.
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- 13 14.10 It is the intent of the Employer to fill vacancies as soon as possible within budgetary
14 limitations and where replacements are needed.
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- 16 14.11 A. The Employer will determine if applicants possess the essential skills
17 required of the position. Essential skills are the minimum qualifications listed in
18 the job description for the classification and any specific position
19 requirements. Consistent with its current practices, the Employer will refer to the
20 appropriate hiring authority all current bargaining unit applicants possessing the
21 essential skills prior to referring any non-bargaining unit applications. Where the
22 skills, abilities and experience of the vacant position applicants are considered
23 equal, the Employer will offer the position to a bargaining unit applicant. In
24 accordance with applicable law, affirmative action goals or disability
25 accommodations will be considered when filling vacancies.
- 26 B. At least one (1) bargaining unit applicant per job requisition, who is a
27 regular monthly employee and who possesses the essential skills, shall be
28 among those granted an interview for bargaining unit positions. Which bargaining
29 unit applicant(s) the Employer chooses to interview shall not be grievable.
- 30 C. Applicants from within the bargaining unit who are not offered the position
31 may request a non-grievable explanation as to why the position was not offered.
32 Employees may grieve if they believe the requirements for posting or other hiring
33 processes were not followed.
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- 35 14.12 Movement between positions within the University: Employees who transfer,
36 promote, move laterally, or voluntarily demote shall serve a trial service period.
37 Paid or unpaid leave taken during the trial service period shall extend the length of
38 the trial service period on a day-for-a-day basis for any day(s) that the employee
39 takes paid time off, leave without pay, or shared leave, except for leave taken for
40 military service. Either the Employer or the employee may end the appointment by
41 providing notice. Upon request, the Employer will provide the employee a written
42 explanation. Both the trial service requirement and reversion rights (Employer and
43 employee) apply to employees accepting positions represented by a different
44 Union.

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

14.14 Transfer: Transfer appointees will serve a six (6) week trial service. At any time during the six (6) weeks the employee has preemptive rights to their former position.

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

14.16 An employee who demotes to a classification in which they have not previously held permanent status will serve a six (6) month trial service. During the first two (2) months on the new job, these employees have preemptive rights to their former position. After the first two (2) months but during the remainder of trial service, employees who are not staying in the new position shall have the option to revert to their former position if it is still vacant, be considered for reassignment in the same class as their former position, or be placed on the rehire list.

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

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

Tentatively Agreed To:

For the Union:	DocuSigned by: <i>Teresa Parsons</i> 4EDFE8373C784A1...	For the Employer:	DocuSigned by: <i>Banks Evans</i> C6469E99932C427...
Date: 5/20/2022		Date: 5/20/2022	