

University of Washington – WFSE

07/01/23 – 06/30/25 Collective Bargaining Agreement Summary

This summary is provided by the Employer in accordance with RCW 43.88.583. Please note that this is a summary only and is not intended to be a substitute for reviewing the complete contract. This summary was drafted upon ratification, so please consult the main contract on the UW Labor Relations website for the most up to date contract version.

Information Requested	Responsive Information
The term of the agreement	July 1, 2023 – June 30, 2025
The bargaining units covered by the agreement by state agency	Campuswide Bargaining Unit, Library Bargaining Unit, Custodial Supervisor Bargaining Unit, Harborview Medical Center Bargaining Unit, Harborview Medical Center Security Officers Bargaining Unit, Skilled Trades Bargaining Unit
Base compensation	Appendix V – Pay Tables
Provisions for and rate of overtime pay	Article 10 – Overtime
Provisions for and rate of compensatory time	Article 10.3 – Overtime
Provisions for and rate of any other compensation including, but not limited to, shift premium pay, on-call pay, stand-by pay, assignment pay, special pay, or employer-provided housing or meals	Article 45 – Compensation, Wages and Other Pay Provisions
Provisions for and rate of pay for each paid leave provision	<ul style="list-style-type: none"> • Article 3 – Reasonable Accommodation of Employees with Disabilities • Article 11 – Training and Professional Leave • Article 16 – Holidays • Article 17 – Vacation Time Off • Article 18 – Sick Time Off • Article 20 – Miscellaneous Leave • Article 21 – Federal Family Medical Leave Act and Parental Leave • Article 23 – Shared Leave • Article 24 – Unpaid Holidays for a Reason of Faith or Conscience

Information Requested	Responsive Information
	<ul style="list-style-type: none"> • <u>Article 25 – Leave Due to Family Care Emergencies</u> • <u>Article 26 – Civil/Jury Duty Leave and Bereavement Leave</u> • <u>Article 27 – Leave Related to Domestic Violence, Sexual Assault or Stalking</u> • <u>Article 28 – Inclement Weather and Suspended Operations</u> • <u>Article 29 – Military Leave</u> • <u>Article 30 – Work Related Injury Leave</u> • <u>Article 53 – Washington Family Medical Leave Program</u>
Provisions for and rate of pay for any cash out provisions for compensatory time or paid leave	<u>Article 10.3 – Compensatory Time Cash Out</u> <u>Article 16.2(B) – Holiday Credit Cash Out</u> <u>Article 17.7 – Vacation Time Off Cash Payment</u> <u>Article 18.2 – Sick Time Off Cash Out</u>
Temporary layoff provision	N/A
Any impasse procedure subject to bargaining	N/A
Health care benefits provisions expressed as a percentage of cost or as a dollar amount, or in the case of contributions to a third-party benefit fund, the hourly contribution rate to the fund	<u>Article 46 – Health Care Benefits Amounts</u>
Any retirement benefit subject to bargaining, or in the case of contributions to a third-party benefit fund, the hourly contribution rate to the fund	N/A
For compensation or fringe benefits with an anticipated cost of fifty thousand dollars or more, a brief description of each component and its cost that comprises the amount funded by the legislature to implement in accordance with RCW 41.80.010(3)	<p>Attachment A includes costing information for incremental cost of the collective bargaining agreement. No new financial provisions were agreed to.</p> <p><u>Flexible Spending Arrangement:</u> As agreed upon during the State Coalition Healthcare bargaining, in January 2023, the Employer will make available \$250 in a medical flexible</p>

Information Requested	Responsive Information
	<p>spending arrangement (FS) for each bargaining unit member with a full-time base salary of \$60,000 or less on November 1 of the year prior to the year the Employer FSA funds disbursement.</p>
<p>Number of bargaining unit members covered by the agreement as of the date submitted to the office of financial management</p>	<p>Approximately 4005</p>
<p>Content of any agency-specific supplemental agreements affecting (a) through (m) of this subsection</p>	<p>N/A</p>
<p>Any contract provisions that allow the contract to be reopened during the contract term</p>	<p>N/A</p>

PREAMBLE

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Pursuant to provisions of RCW 41.80 and in order to establish harmonious employment relations through mutual cooperation, to promote the mission of the University, to recognize the value of employees and the necessary work they perform, to determine wages, hours, and other terms and conditions of employment, and to provide methods for the prompt and equitable resolution of disputes, the parties enter into this Agreement. This Agreement is made and entered into by and between the Board of Regents of the University of Washington, hereinafter referred to as the Employer, and the Washington Federation of State Employees, AFSCME Council 28, AFL-CIO hereinafter referred to as the Union.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas W Padgug</i> 8/22/2022 4C1DA2C371AA409...</p> <hr/> <p>DocuSigned by: <i>Paula Lukaszczak</i> 8/23/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards Jr.</i> 8/29/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Denise</i> 8/23/2022 687F6A5E3FE0469...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 8/19/2022 C5469E99932C427...</p>
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ARTICLE 1 – UNION RECOGNITION

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1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, and working conditions for all employees of the University of Washington in bargaining units certified by the Washington Personnel Resources Board, the Public Employment Relations Commission and/or the Department of Labor and Industries under the jurisdiction of RCW 28B.16 and 41.80. The composition of these units is as set forth in Appendix I of this Agreement – Bargaining Units Represented by the Washington Federation of State Employees.

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

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wray</i> 8/22/2022 4C1DA2C371AA409...</p> <hr/> <p>DocuSigned by: <i>Paula Lukasz</i> 8/22/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards</i> 8/22/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Donna</i> 8/22/2022 682E6A5E3FE0468...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 8/19/2022 G5469E99932C427...</p>
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ARTICLE 2 – NON-DISCRIMINATION

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3 2.1 The parties individually agree that they will not engage in any act or practice or
4 pursue any policy which is discriminatory against any employee who may be a
5 qualified disabled individual, has status as a protected veteran, who is a victim of
6 domestic violence, sexual assault or stalking, nor because of their military status,
7 age, sex (except where sex or age is a bona fide occupational qualification), sexual
8 orientation, gender identity or expression, genetic information, pregnancy, political
9 affiliation, political belief, marital status, race, national origin, color, creed, religion,
10 immigration status, citizenship, or membership or non-membership in a union.
11 Unlawful harassment, including sexual harassment, ~~is included as~~ a form of
12 prohibited discrimination and will not be tolerated in the workplace in accordance
13 with University of Washington Executive Order 31 on Nondiscrimination and
14 Affirmative Action.

15 "Race" is inclusive of traits historically associated or perceived to be associated
16 with race including, but not limited to, hair texture and protective hairstyles.
17 "Protective hairstyles" includes, but is not limited to, such hairstyles as afros,
18 braids, locks, and twists.

19
20 ~~2.2 Sexual Harassment. No employee shall be subjected to discrimination in the form~~
21 ~~of sexual harassment as defined in University of Washington Executive Order 31~~
22 ~~on Nondiscrimination and Affirmative Action.~~

23
24 2.3 Complaints:
25 Employees who feel they have been the subject of discrimination, harassment, or
26 retaliation are encouraged to discuss such issues with their supervisor,
27 administrator, or Human Resource Consultant for local resolution. The employee
28 may also choose to report the incident utilizing the bias reporting tool (Reporting
29 Bias Incidents (washington.edu) or UW Medicine Bias Reporting Tool | Care
30 Transformation (washington.edu)). The goal of local resolution is to address and
31 resolve problems as quickly as possible and to stop any inappropriate behavior for
32 which a University employee is responsible.

33
34 A formal complaint may be filed with the University Complaint Investigation and
35 Resolution Office (UCIRO). As soon as possible, UCIRO will provide the
36 complainant with an email confirming they have received the complaint.
37 Employees may also file discrimination, harassment or retaliation complaints with
38 appropriate federal or state agencies or through the grievance process in
39 accordance with Article 6 of this Agreement. In cases where an employee files
40 both a grievance and an internal complaint regarding the alleged discrimination,
41 harassment or retaliation the grievance will be suspended until the internal
42 complaint process has been completed. If the UCIRO investigation exceeds sixty
43 (60) days, the Union may request a status update from Labor Relations
44 (laborrel@uw.edu).

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1 In accordance with Executive Order 31, retaliation against any individual who
2 reports concerns regarding discrimination or harassment, or who cooperates with
3 or participates in any investigation of allegations of discrimination, harassment, or
4 retaliation is prohibited.

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6 2.4 The parties also agree that they will not engage in any act or practice or pursue
7 any policy which is discriminatory against any employee based on political
8 affiliation, political belief or because of the participation or lack of participation in
9 union activities.

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11 2.5 Both parties agree that nothing in this Agreement will prevent the implementation
12 of an approved affirmative action plan.

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14 2.6 A grievance alleging a violation of this article must be submitted within 180 days
15 of an alleged occurrence.

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17 2.7 When a grievance or complaint is filed, the University will implement interim
18 measures as appropriate.
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Tentatively Agreed To:

For the Union:

DocuSigned by:
Thomas Wrag 9/15/2022
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For the Employer:

DocuSigned by:
Banks Evans 9/15/2022
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Paula Lukasz 9/15/2022
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DocuSigned by:
Jennifer Jones 9/15/2022
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ARTICLE 3 – REASONABLE ACCOMMODATION OF EMPLOYEES WITH DISABILITIES

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4 3.1 Disability Accommodation. The Employer and Union will comply with all relevant
5 federal and state laws, regulations and executive orders and with the provisions of
6 University of Washington Administrative Policy Statement 46.5 on Reasonable
7 Accommodation of Employees With Disabilities. The University and the Union are
8 committed to providing reasonable accommodation to employees with disabilities.
9
- 10 3.2 An employee who believes that they suffer a disability and requires a reasonable
11 accommodation to perform the essential functions of their position may request
12 such an accommodation through the Disability Services Office or by otherwise
13 informing the employee's supervisor and/or department of the need for
14 accommodation.
15
- 16 3.3 Employees requesting accommodation must cooperate with the University in
17 discussing the need for and possible form of any accommodation. The Employer
18 may require supporting medical documentation and may require the employee to
19 obtain a second medical opinion at Employer expense. Medical information
20 disclosed to the Employer will be kept confidential.
21
- 22 3.4 The Employer will determine whether an employee is eligible for a reasonable
23 accommodation and the final form of any accommodation to be provided. The
24 Employer will attempt to find opportunities for modified duty that can be offered to
25 employees in lieu of and/or after disability leave. If requests for modified duty are
26 denied, the Employer, upon request, will provide the modified duty options that
27 were considered and reason(s) for denial electronically or in writing.
28
- 29 3.5 An employee who is unable to perform the essential function of their position due
30 to disability may be separated from service after the Employer has made good faith
31 efforts to reasonably accommodate the employee's disability in accordance with
32 applicable state and federal law. Disability separation is not a corrective action.
33
- 34 3.6 Disability Leave. Disability leave may be a combination of the employee's accrued
35 sick time off, vacation time off, personal holiday, compensatory time, and/or unpaid
36 time off, the combination of which may be determined by the employee. If disability
37 leave is taken as an unpaid absence, the employee may apply eight (8) hours of
38 accrued paid time off per month during at least the first four (4) months of disability
39 leave to provide for continuation of employer paid health benefits. The interspersed
40 paid time off will be applied to the first working day of the month.
41
- 42 3.7 Pregnancy Accommodation. The Employer and the Union will comply with all
43 relevant federal and state laws, regulations, and executive orders and with the
44 provisions of University of Washington Administrative Policy Statement 46.7
45 Reasonable Accommodation of Pregnant Employees. The University and the

- 1 Union are committed to providing reasonable accommodation to pregnant
- 2 employees.
- 3
- 4 A. The following pregnancy-related accommodations shall not require health care
- 5 provider certification and are not subject to an employer's claim of undue
- 6 hardship:
- 7 1. Providing more frequent, longer, or flexible restroom breaks;
- 8 2. Modifying a no food or drink policy;
- 9 3. Providing seating or allowing the employee to sit more frequently if their
- 10 job requires ~~then~~ them to stand; and
- 11 4. Restricting lifting to 17 lbs. or less.
- 12
- 13 B. An employee's pregnancy or pregnancy-related health condition may also be
- 14 accommodated as follows:
- 15 1. Job restructuring, part-time or modified work schedules, reassignment to a
- 16 vacant position, or acquiring or modifying equipment, devices, or an
- 17 employee's work station;
- 18 2. Providing for a temporary transfer to a less strenuous or less hazardous
- 19 position;
- 20 3. Providing assistance with manual labor and limits on lifting;
- 21 4. Scheduling flexibility for prenatal visits; and
- 22 5. Any further pregnancy accommodation an employee may request.
- 23

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

Tentatively Agreed To:

<p>For the Union: DocuSigned by:</p> <p><i>Thomas Wragg</i> 8/2022</p> <p>4C1DA2C371AA409...</p> <hr/> <p>DocuSigned by:</p> <p><i>Paula Lukas</i> 9/8/2022</p> <p>4E12A96D3AE54A9...</p> <p>DocuSigned by:</p> <p><i>Brian Edwards</i> 9/8/2022</p> <p>FDDA5369104A4F3...</p> <p>DocuSigned by:</p> <p><i>Jennifer Johnson</i> 9/8/2022</p> <p>687E6AF63EE0469...</p>	<p>For the Employer: DocuSigned by:</p> <p><i>Banks Evans</i> 9/8/2022</p> <p>C5469E99032C427...</p>
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ARTICLE 4 – WORKPLACE BEHAVIOR

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The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not promote the University’s business, employee well-being, or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.

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Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. At no time will bullying be accepted as appropriate workplace behavior. Bullying is defined as language or conduct that is unwelcome and sufficiently severe, persistent, or pervasive such that it could reasonably be expected to create an intimidating, hostile, or offensive environment, or has the purpose or effect of unreasonably interfering with an employee’s work performance, when viewed through both an objective and subjective standard. If an employee and/or the employee’s union representative believes the employee has been subjected to inappropriate workplace behavior, the employee and/or the employee’s representative is encouraged to report this behavior to the employee’s supervisor, a manager in the employee’s chain of command and/or the Human Resources Office. An employee or the employee’s representative should identify complaints as inappropriate workplace behavior. The Employer will investigate the reported behavior and take appropriate action as necessary. If the investigation exceeds sixty (60) days, the Union may request a status update. The employee and/or union representative will be notified upon conclusion of the investigation. Retaliation against employees who make a workplace behavior complaint will not be tolerated.

27 Grievances filed under this article may only be advanced up to Step 3 Mediation.

Tentatively Agreed To:

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ARTICLE 5 – AFFIRMATIVE ACTION

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- 3 5.1 Policies. In conjunction with Federal and State laws, regulations and Executive
4 Orders, the Employer and the Union agree on the need for an affirmative action
5 approach program to correct and review any inequities in the employment process.
6 The Employer shall ~~have and develop,~~ implement, monitor, and report on an
7 affirmative action program requiring plan which requires the Employer to make
8 special efforts to recruit, employ, retain, train, and promote, ~~encourage career~~
9 ~~development, and transfer qualified members of groups formerly excluded,~~
10 underutilized groups even if that exclusion cannot be traced to particular
11 discriminatory actions ~~on the part of~~by the Employer., The Employer shall also
12 develop, implement, monitor, and report on affirmative action goals for hiring
13 and/or promoting into job classes/categories where the Employer determines
14 under-utilization exists. The Employer shall make no decisions regarding
15 employment based on membership in any protected class and to develop,
16 ~~implement, and monitor affirmative action goals and timetables for hiring and/or~~
17 ~~promoting members of protected groups into job classes/categories where it has~~
18 ~~been determined that under-utilization exists.~~
19
- 20 5.2 Groups included in the affirmative action program are the protected classes
21 covered by the relevant federal and state regulations~~Groups included in the~~
22 ~~affirmative action program are those covered by federal and state regulations, and~~
23 ~~are currently women, American Indians, Asian/Pacific Islanders, Blacks,~~
24 ~~Hispanics/Latinos, Vietnam era veterans, disabled veterans, persons with~~
25 ~~disabilities and persons 40 years of age and older.~~
26
- 27 5.3 Affirmative Action Reports. Annually, the Employer will provide the Union with its
28 current affirmative action reports listing placement goals of the University for
29 bargaining unit employees~~Goals and Timetables.~~ Upon request the Employer will
30 ~~provide the Union with its affirmative action reports which set forth the goals and~~
31 ~~timetables of the University for bargaining unit employees.~~
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- 33 5.4 It is agreed by the parties that a bargaining unit member elected or selected by the
34 Union shall be encouraged to take an active interest in affirmative action plans
35 affecting each bargaining unit covered by this Agreement.
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Tentatively Agreed To:

For the Union: DocuSigned by:
Thomas Wray 14/2022
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For the Employer: DocuSigned by:
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Jennifer Thomas 9/14/2022
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ARTICLE 6 – GRIEVANCE PROCEDURE

The Union and the Employer agree that it is in their best interest to resolve disputes at the earliest opportunity and at the lowest level. Whenever possible, disputes should be resolved informally prior to filing a formal written grievance. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes.

6.1 Definition. A grievance, within the meaning of this Agreement, shall be defined as any dispute between the University and the Union, an employee, or a group of employees as to alleged misapplication or misinterpretation of the terms of this Agreement or the Employer's written personnel rules, policies or practices.

6.2 Employee Grievance Rights. Any employee who believes they have been aggrieved may personally seek relief from that condition by filing a grievance, irrespective of any supervisor's opinion of the grievance's validity. In the presentation of grievances, the employees shall be safe from restraint, interference, discrimination, or reprisal.

6.3 Employee Representation. The Union as exclusive representative of bargaining unit employees is the responsible representative of said employees in grievance matters.

6.4 Time Limitations.
An extension of the time limitations as stipulated in the respective steps below, may be obtained by mutual consent of the parties. Failure of the union to comply with the time limitations without a request of time extension shall constitute withdrawal of the grievance. Failure of the Employer to comply with the time limitations without a request for time extension shall move the grievance to the next step of the grievance procedure. For the purpose of calculating time requirements, the first day shall be the day following the day on which the employee was aware, or reasonably should have been aware, of the issue giving rise to the grievance. Saturdays, Sundays, and University holidays shall be included in the calculation of days except that the final day may not be on a Saturday, Sunday, or holiday but will end at the close of the first working day following the Saturday, Sunday, or holiday.

6.5 Contents. The written grievance shall include the following information:

- a. The date upon which the grievance occurred.
- b. The specific Article(s) and Section(s) of the Agreement violated.
- c. The past practice, rule, policy violated.
- d. Specific remedy requested.
- e. The grievant(s) name.
- f. Name and signature of Union representative (Staff or Steward).
- g. The nature of the grievance.

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

3
4 6.6 Pay Status – Meetings. Meetings and discussions on the grievance held with the
5 Employer in connection with this grievance procedure shall normally be held during
6 the University’s regular business hours, or as mutually agreeable, and no
7 deduction in pay status shall be made for the grievant or steward for reasonable
8 time spent in such meetings or discussions during the employee’s scheduled duty
9 hours. The work schedule of the grievant will be seriously considered in the
10 scheduling of the grievance meetings. Time off for employees and stewards shall
11 be granted by supervision following a request, but in consideration of job
12 responsibilities. If the requested time off cannot be granted, the parties shall
13 arrange for time off at the earliest possible time thereafter.

14
15 6.7 Grievance Withdrawal. A grievance may be withdrawn by the Union in writing at
16 any time, and if withdrawn shall not be resubmitted.

17
18 6.8 Resolution
19 If the Employer provides the requested remedy or a mutually agreed-upon
20 alternative, the grievance will be considered resolved and may not be moved to
21 the next step.

22
23 6.9 Consolidation
24 Grievances arising out of the same set of facts may be consolidated by written
25 agreement.

26
27 6.10 Filing and Processing
28 a. Filing A grievance must be filed within thirty (30) days of the occurrence giving
29 rise to the grievance, or the date the grievant knew or could reasonably have
30 known of the occurrence. When possible the thirty (30) day periods above should
31 be used to attempt to informally resolve the dispute. The union steward or staff
32 representative will indicate when a discussion with the Employer is an attempt to
33 informally resolve a dispute.

34 1) A grievance involving only Article 47 Contracting must be filed within
35 forty five (45) days of the occurrence giving rise to the grievance, or the date
36 the grievant knew or could reasonably have known of the occurrence. The
37 forty five (45) day periods above must be used to attempt to informally
38 resolve the dispute.

39
40 b. Alternative Resolution Methods Any time during the grievance process, by
41 mutual consent, the parties may use alternative methods to resolve the dispute. If
42 the parties agree to use alternative methods, the time frames in this Article are
43 suspended. If the selected alternative method does not result in a resolution, the
44 Union may return to the grievance process and the time frames resume. Any
45 expenses and fees of alternative methods will be shared equally by the parties.
46

1 c. Processing The Union and the Employer agree that in-person meetings are
2 preferred at all steps of the grievance process and will make efforts to schedule in-
3 person meetings, if possible.
4

5 6.11 Steps of the Grievance Procedure. All grievances shall be processed in
6 accordance with the following procedure. Upon mutual agreement, Step One, Two
7 or Three may be skipped. Grievances over final counseling or dismissal will begin
8 at Step Two. If either the Union or the Employer elects to skip Step One when a
9 group grievance (five (5) or more grievants) is filed, Step One will be skipped and
10 the grievance will be moved to Step Two.
11

12 **Step One: Supervisor, Manager or Designee**

13 If the issue is not resolved informally, the Union may file a written grievance to the
14 supervisor or designee, and the Labor Relations office (laborrel@uw.edu). The Employer
15 will designate a supervisor, manager or designee who will meet in person or confer by
16 telephone with a union steward and/or staff representative and the grievant. The date of
17 the meeting will be mutually agreed upon within fifteen (15) calendar days of receipt of
18 the grievance and when possible the meeting will take place within the aforementioned
19 fifteen (15) calendar days. The format (face to face or by telephone) for the meeting will
20 be by mutual agreement. The employer will respond in writing to the Union within fifteen
21 (15) calendar days after the meeting. The Human Resources Consultant may also attend,
22 if desired by the University. If the grievance is directed against the employee's immediate
23 supervisor, the grievance may be presented to the next higher level of supervision. In the
24 event the employee's immediate supervisor does not have authority to resolve the
25 grievance, the grievance will be presented at the level having authority to act as
26 determined by the Employer.
27

28 **Step Two:** If a satisfactory settlement is not reached in Step One, said grievance may be
29 moved to the Step Two by filing the written grievance, including a copy of the Step One
30 decision to department head, designee, or to the next appropriate level of management
31 and the Office of Labor Relations within fifteen (15) calendar days after the decision from
32 Step One. The date of the meeting will be mutually agreed upon within fifteen (15)
33 calendar days after notice of the filing at Step Two and when possible the meeting will
34 take place within the aforementioned fifteen (15) calendar days. The grievant may be
35 represented by a steward and a Union staff representative. The University will be
36 represented by the appropriate management official(s) or designee(s), a representative
37 from the Office of Labor Relations, and a Human Resources Consultant, if desired by the
38 University. The University will respond in writing within thirty (30) calendar days after the
39 meeting.
40

41 **Step Three: Grievance Mediation.** If the grievance is not resolved at the Step Two, the
42 Union may file a request for mediation with the Public Employment Relations Commission
43 (PERC) in accordance with WAC 391-55-020, with a copy to the Labor Relations Office
44 within thirty (30) days of receipt of the Step Two decision. In addition to all other filing
45 requirements, the request must include a copy of the grievance and all previous
46 responses. If the Union may skip Step Three Mediation by providing the Employer written

1 notification within thirty (30) days of the Step Two decision. The Employer will inform the
2 Union, in writing, and PERC within thirty (30) days of receipt of Mediation request if they
3 are not in agreement. If those services are unavailable on a timely basis, the parties may
4 request a list of grievance mediators from the Federal Mediation and Conciliation Service
5 (FMCS) or other agreed upon mediation provider. The cost of the mediation shall be borne
6 equally by both parties.

7
8 Step Four: Arbitration. If a satisfactory settlement is not reached at the prior step, or the
9 step was skipped, either of the signatory parties to this Agreement may submit the
10 grievance to binding arbitration. Such submittal must be made within thirty (30) calendar
11 days following the written notice that the employer does not agree to Step Three (3)
12 Mediation or the conclusion of the prior step.

13
14 Panel of Arbitrators:

15 A. Within sixty (60) calendar days of the execution of the Agreement, the parties,
16 SEIU 925, WFSE ~~4488~~1495 and 3488, and the Employer, agree to meet to
17 establish a permanent panel of six (6) arbitrators. If the parties do not meet or
18 if there is no agreement on the panel, the current panel will remain.

19
20 B. These arbitrators shall be assigned cases by the parties on a rotating basis. If
21 the arbitrator is not available to hear the case within sixty (60) calendar days of
22 being contacted to request available arbitration dates either party may elect to
23 go to the next arbitrator in the rotation. If no arbitrator can hear the case within
24 sixty (60) calendar days of being contacted, the case will be assigned to the
25 arbitrator who can hear the case on the earliest date.

26
27 C. The appointment to the panel will be for the life of the Agreement. If an arbitrator
28 decides to remove their name from the panel the parties will meet to decide
29 whether to substitute an additional name(s).

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

35
36 If either party raises an issue of procedural arbitrability, i.e. that any step of the grievance
37 process or movement to arbitration was not pursued within the time limits proscribed in
38 this article, the arbitrator shall make a determination on the arbitrability issue prior to
39 proceeding to a hearing on the merits of the grievance. If the arbitrator determines the
40 grievance is not arbitrable, then no hearing on the merits of the grievance will be held.

41
42 Authority of the Arbitrator

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

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

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

6.12 Arbitration Costs

1. The fees and costs of the arbitrator, and the cost (if any) of the hearing room, will be shared equally by the parties.

2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.

3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.

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

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

Tentatively Agreed To:

For the Union: DocuSigned by:
Thomas Wray 9/7/2022
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For the Employer: DocuSigned by:
Banks Evans 9/7/2022
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DocuSigned by:
Paula Lukas 9/7/2022
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Brian Edwards 9/7/2022
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DocuSigned by:
Jennifer Johnson 9/7/2022
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ARTICLE 7 – EMPLOYEE RIGHTS

7.1 Representation

Upon request, an employee will have the right to representation at an investigatory meeting, requested by management in which the employee reasonably believes could lead to corrective action. Upon request, an employee will have the right to an interpreter at an investigatory meeting. The employer will provide **reasonable at least three (3) business daytime** to allow an employee to secure a representative. The exercise of this right will not unreasonably delay or postpone a meeting. Except as otherwise specified in this Agreement, representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings or other routine communications with an employee.

7.2 Paid Release Time

Employees will be provided a reasonable amount of time during their normal working hours to meet with the union steward and/or staff representative to process a grievance. In addition, employees will be released during their normal working hours to attend meetings or hearings scheduled by management for the following:

- a. Informal grievance resolution meetings, grievance meetings, alternative dispute resolution meetings, mediation sessions and arbitration hearings, in accordance with Article 6, Grievance Procedure, and held during the employee's work time;
- b. Management scheduled investigatory interviews and/or pre-disciplinary meetings, in accordance with Article 36, Corrective Action, and;
- c. Negotiations in accordance with Article 40, Mandatory Subjects.
- d. Joint Labor Management meetings in accordance with Article 43.

7.3 When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, with the employer, the employee may appear without loss of pay if the employee appears during scheduled work time, providing the testimony given is related to their job function or involves matters they have witnessed, and is relevant to the arbitration case. Every effort will be made to avoid the presentation of repetitive witnesses.

7.4 Notification

An employee will obtain prior approval from their supervisor before attending any meeting or hearing. All requests must include the approximate amount of time the employee expects the activity to take. Employees will suffer no loss in pay for attending management scheduled meetings and hearings that are scheduled during the employee's work time. Attendance at meetings or hearings during the

1 employee's non-work hours will not be considered as time worked. An employee
2 cannot use a state vehicle to travel to and from a worksite in order to attend a
3 meeting or hearing unless authorized by the Employer.
4

5 7.5 Indemnification.

6 The University will indemnify employees for activities arising out of their
7 employment in accordance with University policy.
8

9 7.6 Off the Job Activities.

10 The private and personal "off the job" lifestyle and activities of any employee shall
11 not be legitimate grounds for corrective action initiated by Management except
12 where such life style or activities, constitute a conflict of interest as set forth in
13 RCW 42.52 or are detrimental to the employee's work performance.
14

15 7.7 Off Duty Employment.

16 Employees may engage in off duty employment that is consistent with University
17 policy and state law to include University of Washington Administrative Policy
18 Statement on Outside Consulting Activities and Part-Time Employment by
19 Profession or Classified Staff Employees (APS 47.3).
20

Tentatively Agreed To:

For the Union: DocuSigned by:
Thomas Wrag 9/14/2022
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For the Employer: DocuSigned by:
Banks Evans 9/14/2022
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DocuSigned by:
Paula Lukas 9/14/2022
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DocuSigned by:
Brian Edwards Jr. 9/14/2022
FDDA5369104A4F3...

DocuSigned by:
Jennifer J... 9/14/2022
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Date

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ARTICLE 8 – EMPLOYEE FACILITIES

8.1 Adequate lunchroom, washroom and toilet facilities shall be provided and available for the use of the employees. Suitable dressing rooms and/or lockers shall be provided to employees in those occupations where a change of clothing is required by the Employer.

(a) Employees are encouraged to report to supervision any condition in employee facilities which appear to be below minimum standards.

(b) The adequacy of employee facilities, including sanitary supply dispensers, lactation stations, all gender bathrooms, or any change in employee facilities, shall be a proper subject for discussion by the Joint Union-Management Committee.

(c) Regarding the use of Gender Segregated Facilities:

(1) Facility use. The Employer shall allow individuals the use of gender-segregated facilities, such as restrooms, locker rooms, and dressing rooms that are consistent with that individual's gender expression or gender identity.

In such facilities where undressing in the presence of others occurs, the Employer shall allow access to and use of a facility consistent with that individual's gender expression or gender identity.

(2) Cannot require use inconsistent with gender expression or gender identity. The Employer shall not request or require an individual to use a gender-segregated facility that is inconsistent with that individual's gender expression or gender identity, or request or require an individual to use a separate or gender-neutral facility.

(3) If another person expresses concern or discomfort about a person who uses a facility that is consistent with the person's gender expression or gender identity, the person expressing discomfort should be directed to a separate or gender-neutral facility, if available.

Any action taken against a person who is using a restroom or other gender-segregated facility, such as removing a person, should be taken due to that person's actions or behavior while in the facility, and must be unrelated to gender expression or gender identity. The same standards of conduct and behavior must be consistently applied to all facility users, regardless of gender expression or gender identity.

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(4) Provision of options encouraged. Whenever feasible, the Employer will provide options for privacy, such as single-use gender-neutral bathrooms or private changing areas that are available to any individual desiring privacy.

8.2 Lactation stations shall be provided by the Employer across campus and at medical centers in accordance with Administrative Policy Statement 46.7. These stations shall be private, secure, and clean. More information regarding lactation stations, based on location, can be found here: <https://hr.uw.edu/child-care/lactation-stations/>.

Tentatively Agreed To:

For the Union:		For the Employer:		
DocuSigned by:	DocuSigned by:	DocuSigned by:	DocuSigned by:	DocuSigned by:
<i>Thomas Wray</i>	<i>Jennifer</i>	<i>Wanda Lucas</i>	<i>Brian Edward</i>	<i>Brian Evans</i>
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8/25/2022	8/25/2022	8/27/2022	8/29/2022	8/24/2022

12 Date

1 **ARTICLE 9 – HOURS OF WORK AND WORK SCHEDULES**

2
3 9.1 General

- 4
5 a. Hours of work for employees in the bargaining units listed in Appendix I shall
6 be established by the Employer.
7 b. Overtime may be assigned outside normally scheduled shifts and will be
8 compensated in accordance with Article 10.
9

10 9.2 Definitions

- 11
12 a. Full-time Employee. An employee scheduled to work forty (40) hours per week
13 in a seven (7) day period; or designated hospital personnel scheduled to work
14 eighty (80) hours in a fourteen (14) day period.
15
16 b. Part-time Employee. An employee scheduled to work less than forty (40) hours
17 per week in a seven (7) day period; or designated hospital personnel scheduled
18 to work less than eighty (80) hours in a fourteen (14) day period. Part-time
19 employees shall receive all benefits of employment on a pro-rata basis, except
20 health benefits coverage that is determined by the state.
21
22 c. Work Shift. The hours an employee is scheduled to work each workday in a
23 workweek.
24
25 d. Workday. One of seven (7) consecutive, twenty-four (24) hour periods in a
26 workweek.
27
28 e. Work Schedules. Workweeks and work shifts of different numbers of hours
29 may be established by the Employer in order to meet business and customer
30 service needs, as long as the work schedules meet federal and state laws.
31

32 9.3 Rest, Meal and Clean-up Periods

33
34 Rest, Meal and Clean-up Periods will be scheduled by the supervisor as follows:

- 35
36 a. Rest Periods. The Employer and Union agree to rest periods that vary from
37 and supersede the rest periods required by WAC 296-126-092. Employees will
38 be provided paid 15-minute rest periods for every four (4) hours worked. No
39 employee will be required to work more than three consecutive hours without
40 a rest period. Rest Periods do not require relief from duty; however, it is the
41 employer’s intention to provide uninterrupted rest periods. Employees must
42 take scheduled rest periods. Where the nature of the work allows employees
43 to take intermittent rest periods equivalent to 30 minutes within an 8-hour
44 period, a scheduled rest period is not required. Rest periods may not be used
45 for late arrival or early departure from work.

1
2 b. Unpaid Meal Period. The Employer and Union agree to unpaid meal periods
3 that vary from and supersede the unpaid meal period requirements required by
4 WAC 296-126-092. Employees will be provided with one unpaid meal period
5 of at least 30 minutes during any shift that exceeds five hours in length. When
6 an employee's unpaid meal period is interrupted by work duties, the employee
7 will be allowed to resume their unpaid meal period following the interruption, if
8 possible, and to complete the 30-minute unpaid meal period. In the event the
9 employee is unable to complete the 30-minute unpaid meal period due to
10 operational necessity, the employee shall be entitled to appropriate
11 compensation to be computed based on the actual number of minutes worked
12 within the 30-minute unpaid meal period.
13

14 An employee whose shift is extended at least three (3) hours longer than a
15 normal workday will be entitled to another 30-minute unpaid meal period. This
16 second meal period must be given within five (5) hours from the end of the first
17 meal period and for each five (5) hours worked thereafter. If the Employee
18 chooses to waive the overtime meal period requirements, he/she will do so in
19 writing.
20

21 c. Paid Meal Period. The Employer and Union agree to paid meal periods that
22 vary from and supersede the paid meal period required by WAC 296-126-092.
23 Employees working straight shifts will not receive a paid meal period, but will
24 be permitted to eat intermittently during paid time as time allows during their
25 shift while remaining on duty.
26

27 d. Clean-Up Time. Reasonable time for clean-up may be allowed at the end of
28 the shift as determined necessary by the Employer (at the department level).
29

30 e. Employee health and safety will be considered when scheduling rest, meal, and
31 clean-up periods. Employees may not alter their scheduled rest or meal
32 periods without supervisor approval. Employees who are unable to take
33 scheduled rest or meal periods must report to their supervisor as soon as
34 possible.
35

36 9.4 Work Schedules. The Employer will assign a work schedule to each employee.
37

38 a. Scheduled work periods, within which there are two (2) work schedules:
39

40 (1) Regular Work Schedule. The regular work schedule for full-time employees
41 shall consist of five (5) consecutive and uniformly scheduled eight (8) hour
42 days in a seven (7) day period, with two (2) consecutive days off. Uniformly
43 scheduled means a daily repetition of the same working hours and a weekly
44 repetition of the same working days.
45

1 (2) Alternative Work Schedule. An alternate forty (40) hour work schedule
2 (other than five (5) uniform and consecutive eight (8) hour days in a seven
3 (7) day period), or for hospital personnel an eighty (80) hour workweek in a
4 fourteen (14) day period and other mutually agreed upon schedules that
5 comply with applicable federal and state law. Employee work schedules
6 normally include two (2) consecutive days off.

7
8 b. Nonscheduled Work Period. Positions for which the hours (shift length, shift
9 times and workdays) cannot be regularly scheduled.

10
11 c. Part-time Work Schedule. This is any deviation from any full-time schedule
12 which includes less than forty (40) hours per week in a seven (7) day period; or
13 for designated hospital personnel less than eighty (80) hours in a fourteen (14)
14 day period. Employee work schedules will normally include two (2) consecutive
15 days off.

16
17 d. The Union may propose other alternative schedules through the Joint
18 Union/Management Committees.

19
20 9.5 Shift/Schedule Assignment Notification.

21
22 a. The Employer agrees to provide as much notice as possible but no fewer than
23 fourteen (14) calendar days notice to an employee in the event of an Employer-
24 directed permanent change in the employee's work shift assignment or work
25 schedule, with the day of notification constituting the first day of notice. A
26 shorter notification period may be used with the concurrence of the
27 employee(s) impacted.

28
29 b. For temporary changes in work schedule assignment occurring within the
30 employee's assigned workweek, the Employer will provide ~~two-three~~ (23)
31 calendar days notice, with the day of notification constituting the first day of
32 notice. For emergency reasons, lack of work, an existing safety hazard to the
33 employee or others, or mutual agreement between the Employer and
34 employee, the Employer may temporarily change an employee's schedule with
35 fewer than ~~two-three~~ (23) calendar days notice. Temporary is defined as no
36 longer than ~~one (1) week~~ twenty-one (21) days. Temporary shift changes within
37 the workweek shall not be employed to create a split work shift, work week, or
38 to avoid the accrual of overtime.

39
40 c. The assignment of employees in various shifts within each work group or
41 department shall be determined by the Employer. Provided that when
42 qualifications are substantially equal and all other considerations are the same
43 in the judgment of the employing department, seniority will be the tie-breaker
44 in determining shift assignment for Employer required changes. This criterion
45 does not apply to positions deemed by the Employer to require a rotational
46 shift. Employees will be allowed to bid on vacant shifts by department seniority

1 in accordance with departmental policy/procedure. Bids may be restricted to
2 the employee's work unit.

3
4 d. In accordance with present and past practice, it is understood that employees
5 in certain departments are on alternative work schedules and/or part-time
6 schedules by reason of operational necessity and employee convenience.
7 Such assignments/practices shall be recognized.
8

9 9.6 Telework/Commute. Requests for teleworking/commuting will be considered in
10 accordance with University and/or departmental policy.

11
12 9.7 Rest Between Shifts – Surgical Technologists, Patient Care Techs, Mental
13 Health Specialists, and Hospital Assistants.
14 In scheduling work assignments, the Employer will make a good faith effort to
15 provide each employee with at least ten (10) hours off duty between shifts. In the
16 event an employee is required to work with less than ten (10) hours off duty
17 between shifts, all time worked within this ten (10) hour period shall be at time
18 and one-half (1 1/2).
19

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<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wragg</i> 9/19/2022 4C1DA2C371AA409...</p> <hr/> <p>DocuSigned by: <i>Paula Lukas</i> 9/19/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards</i> 9/19/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jennifer Jones</i> 9/19/2022 687E6AF63EE0469...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 9/19/2022 C5469E99932C427...</p>
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20 Date
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ARTICLE 10 – OVERTIME

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3 10.1 Overtime work must be approved in advance by the Employer and shall be paid at
4 a rate of one and one-half (1-1/2) times the employee's ~~straight time hourly~~regular
5 rate. Employees qualify for overtime compensation under the following conditions:
6

7 a. Any one of the following constitutes overtime:
8

9 (1) Work in excess of the daily work shift for full-time employees or part time
10 scheduled employees assigned to scheduled work period positions;
11

12 (2) Work in excess of forty (40) hours in one (1) work week performed by
13 overtime-eligible employees assigned to scheduled or nonscheduled work
14 period positions; or
15

16 (3) For hospital personnel assigned to a fourteen (14) day schedule, work in
17 excess of eight (8) hours in a twenty four (24) hour period or eighty (80)
18 hours in a fourteen (14) day period.
19

20 b. The federal Fair Labor Standards Act and the Washington State Minimum
21 Wage Act govern which positions are overtime eligible and required to track
22 time. Appendix I details job classifications that are overtime eligible. Appendix
23 III details job classifications that are exempt from overtime, however certain
24 positions in these classifications may be determined to be overtime eligible if
25 the employee's combination of FTE and salary falls below the federal or state
26 threshold to be overtime exempt. Employees assigned to excepted work period
27 positions normally do not qualify for overtime pay. Under circumstances in
28 which the employee is directed to work an excessive amount of overtime, the
29 Assistant Vice President of Human Resources may authorize additional
30 compensation in cash or compensatory time off not to exceed one and one-half
31 times the employee's regular rate. The employee may petition the Assistant
32 Vice President of Human Resources for compensation of the directed overtime.
33

34 10.2 All time that the employee is in a pay status, such as sick ~~leave time~~ or ~~vacation~~
35 ~~time off~~annual leave, shall be used for purposes of calculating the work day and
36 work week.
37

38 10.3 Compensatory Time.
39

40 A. Overtime hours shall be compensated on a salary payment basis, unless the
41 employee requests and is granted compensatory time off, (at the rate of one
42 and one-half (1-1/2) times the hours worked) in lieu of pay. Such compensatory
43 time off shall be scheduled at a time which is mutually acceptable to the
44 employee and the supervisor. In general, employees shall be allowed to take

1 requested compensatory time off unless it causes staffing to fall below a
2 minimum staffing level as determined by the Employer.

3 B. If compensation is paid to an employee for accrued compensatory time, such
4 compensation shall be paid at the regular rate earned by the employee at the
5 time the employee receives such payment.
6

7 All compensatory time must be used by June 30th of each year. The employee's
8 compensatory time balance will be cashed out every June 30th or when the
9 employee leaves University employment for any reason. The employee's
10 compensatory time balance may be cashed out when the employee:

- 11 1. Transfers to a position in their department with different funding sources
- 12 or,
- 13 2. Transfers to a position in another department.
- 14

15 10.4 Whenever overtime work is required, supervision shall determine the employees
16 needed to work such overtime on the basis of their qualifications and availability.
17 Overtime shall be distributed as equally as possible among the qualified and
18 available employees.
19

20 **For ~~Public Safety Hospital Security~~ Officers:** The employer will first ask for
21 volunteers from the officers currently on shift or scheduled to come in for the next
22 shift prior to before assigning mandatory overtime-is assigned. When possible,
23 mandatory overtime will be assigned on a rotational basis.
24

25 10.5 All reported exception time worked will be paid in accordance to RCW 42.16.010.
26

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27 Date
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ARTICLE 11 – TRAINING AND PROFESSIONAL DEVELOPMENT

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- 3 11.1 The Employer will develop and maintain an employee training and development
4 plan and provide such plan to the Union upon request. Staff training is intended
5 to provide an opportunity for classified staff employees for training sponsored by
6 the University Training and Development and the UW Medical Centers
7 Organizational Development and Training. Education/Professional Leave is
8 intended to facilitate employee access to continuing education opportunities.
9 Training and educational/professional leave may be used for the purpose of
10 improving job performance, maintaining and increasing proficiency, preparing staff
11 for greater responsibility, or increasing promotional opportunities within the
12 framework of staff positions available at the University.
13
- 14 11.2 Any release time for training for employees accepted for such classes shall be in
15 accordance with the Executive Order (currently No. 52) governing this matter. In
16 the event that two or more employees request the same training period and
17 supervision must limit the number of persons who may participate at one time due
18 to work requirements, the selection will be made on a mutually agreeable basis
19 within the department.
20
- 21 11.3 The training program is a proper subject for discussion by either departmental or
22 University-wide Joint Union/Management Committees.
23
- 24 11.4 If the Employer requires an employee to receive training, reimbursement will be
25 provided in accordance with the University travel rules. Employee attendance at
26 Employer required training, either during or outside working hours, will be
27 considered time worked and compensated in accordance with the provisions of
28 this Agreement.
29
- 30 11.5 Employee attendance at training not required by the Employer and not covered by
31 Executive Order 52, either on approved leave from or outside of working hours,
32 will be voluntary and not considered time worked.
33
- 34 11.6 Training – Layoff. Employees on layoff status are eligible to participate on a space
35 available basis in Training and Development sponsored programs if they pay the
36 costs associated with their attendance (e.g. materials).
37
- 38 11.7 Educational/Professional Leave. For Surgical Technologists, Hospital Central
39 Services Technicians, Mental Health Practitioner Leads, and Mental Health
40 Practitioner Clinical Specialists who have completed their probationary period, up
41 to three (3) days, pro-rated for part-time, of paid release time shall be granted
42 annually for each employee for educational/professional leave.
43
- 44 11.8 Education Support Funds.
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- A. For Surgical Technologists and Hospital Central Services Technicians, ~~\$200.00~~\$400.00 per FTE, pro-rated for part-time, per fiscal year shall be made available to fund continuing education.
- B. For Mental Health Practitioner Leads and Mental Health Practitioner Clinical Specialists, \$500.00 per FTE, pro-rated for part-time, per fiscal year shall be made available to fund continuing education.

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Date

ARTICLE 12 – LICENSURE AND CERTIFICATION

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12.1 The Employer will continue its current practices related to licensure and certification.

12.2 When the Employer requires a new license and/or certification, the Employer will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, the employee will be responsible for maintaining the license and/or certification and for all renewal costs. As determined by the Employer, individual departments may reimburse employees for maintenance and renewal costs.

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Date

ARTICLE 13 – TUITION EXEMPTION PROGRAM

- 13.1 In addition to those noncredit programs offered by Professional & Organizational Development, eligible employees may participate in the University’s tuition exemption program as authorized by applicable state law and University policy set forth in the Administrative Policy Statements 22.1. Subject to operational needs and management discretion, supervisors will make a good faith effort to allow the use of flex time for employees who wish to take a class during their scheduled shift. Subject to the supervisor’s discretion, employees may be permitted to use a flexible work arrangement to attend classes held during their scheduled work shift. If the supervisor is not able to approve a flexible work arrangement, upon request, the employee will be provided a written explanation for the denial.
- 13.2 Release Time and Fees. When an employee is required to take a tuition exempt class by the Employer, associated expenses and release time will be provided.
- 13.3 Registration. Employees will be allowed to register for class on the same timeline as Access students.

Tentatively Agreed To:

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Date

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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.

3
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.

9
10 14.3 Filling Positions.

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

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

21
22 B. Internal Lateral Movement Within Unit/Department

23 Prior to referring candidates, the Employer will provide seven (7) calendar days'
24 notice to employees within the unit/department seeking a different shift regardless
25 of shift. An employee's request for the vacant shift will be granted provided:

- 26
27 1) The employee submitted the request in writing;
28 2) The employee holds permanent status in the job classification;
29 3) The employee is currently working in the same unit/department;
30 4) No Formal corrective action issued within the past six (6) months and/or no
31 Final corrective action issued within the past twelve (12) months;
32 5) The employee has the skills and abilities necessary for the vacant shift.

33
34 If two (2) or more employees request the vacant shift and they meet the above
35 criteria, the employee with the most department seniority (Article 38.1d) will be
36 appointed. If department seniority is equal, the employee who submitted the
37 request in writing first will be appointed.

38
39 The offering of a formal layoff option in accordance with Article 38, Seniority, Layoff,
40 Rehire, prior to granting a transfer request under this sub-article, is not a violation
41 of this sub-article. This sub-article is not subject to the grievance procedure in
42 accordance with Article 6.

43
44
45 14.4 Types of Appointments.

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

3
4 b. Cyclic Appointments for positions scheduled to work less than twelve (12) full
5 months each year due to known, recurring periods in the annual cycle when the
6 position is not needed or due to known budgetary restraints.

7
8 (1) At least fifteen (15) calendar days before the start of each annual
9 cycle, incumbents of cyclic positions will be informed in writing of their
10 scheduled periods of leave without pay in the ensuing annual cycle. Such
11 leave without pay will not:

12
13 (a) Constitute a break in service and will not be deducted from the
14 employee's length of service in granting periodic increments.

15
16 (b) Be considered when computing the employee's vacation leave accrual
17 rate.

18
19 c. Work During the Cyclic Leave of Absence

20
21 (1) When additional work is required of a cyclic position during a period of
22 which the position was scheduled for leave without pay, the nonpermanent
23 work will first be offered to the incumbent. The incumbent will be allowed at
24 least three (3) working days in which to accept or decline the offer.

25
26 (2) When additional pre-scheduled work is available during the leave without
27 pay period that is declined or cannot be completed by the incumbents, the
28 work will be offered to Cyclic Appointment employees prior to internal
29 employees, students, or external candidates. The work will be offered in
30 the following order, based on seniority:

31
32 (a) Cyclic Appointments in the same job classification.

33
34 (b) Cyclic Appointment in different job classifications with the essential
35 skills to perform the work.

36
37 (3) Compensation. Employees who elect to accept work in a different job
38 classification will be compensated at the rate of pay of the position they
39 have accepted. However, if an employee accepts work in a lower
40 classification and their current rate of compensation falls within the pay
41 range for that classification, they will maintain their current rate of pay
42 within the lower classification.

43
44 (4) Accrual. Employees working in a nonpermanent appointment during a cyclic
45 leave of absence will accrue paid time off prorated based on regular hours

1 worked and paid time off used in a month in accordance with Article 60
2 Nonpermanent and Intermittent Employees.

3
4 Both the Employer and the Union are encouraged to utilize the Joint Union
5 Management Committee process to resolve problems/concerns related to
6 the cyclic leave without pay assignments.

8 14.5 Promotions and Transfers

9
10 It is the policy of the University to encourage job advancement and promote from
11 within. It is the responsibility of each employee seeking promotion or transfer to
12 provide the Employer with complete information regarding the employee's skills and
13 qualifications relative to the position sought. The Employer will make the
14 application process, necessary submittals and the essential skills of the vacant
15 position clear to prospective applicants. All employees will be informed of the
16 processes and steps necessary for advancement. This may be done as part of the
17 annual performance evaluation.

18
19 A. Definitions. For the purpose of this Article the following definitions apply:

- 20 1) Promotion – Movement to a position in a job class with a higher salary
21 range maximum.
- 22 2) Transfer – Movement to a position within another department in the same
23 classification.
- 24 3) Lateral Movement – Movement of employee to a position in a different
25 class which has the same salary range maximum as the employee's
26 current class.
- 27 4) Voluntary Demotion – Movement to a position with a lower salary
28 maximum, where the position is attained through the employment
29 process. This section does not apply to employees who demote as part
30 of corrective action.

31 14.6 Cyclic year employees who have indicated a desire for a twelve month position will
32 be considered for twelve (12) month positions available within their work unit so
33 long as they comply with the requirements of the application process.

34
35 14.7 Notice that applications are being accepted for vacant bargaining unit positions will
36 be published by the Employer and will be made available in places intended to
37 reach bargaining unit employees for a minimum of seven (7) calendar days prior to
38 the closing of the application period. The University may limit the scope of the
39 posting area if applications only from within the posting area are accepted.

40
41 14.8 It is the intent of the Employer to fill vacancies as soon as possible within budgetary
42 limitations and where replacements are needed.

43
44 14.9 A. The Employer will determine if applicants possess the essential skills
45 required of the position. Essential skills are the minimum qualifications listed in
46 the job description for the classification and any specific position

1 requirements. Consistent with its current practices, the Employer will refer to the
2 appropriate hiring authority all current bargaining unit applicants possessing the
3 essential skills prior to referring any non-bargaining unit applications. Where the
4 skills, abilities and experience of the vacant position applicants are considered
5 equal, the Employer will offer the position to a bargaining unit applicant. In
6 accordance with applicable law, affirmative action goals or disability
7 accommodations will be considered when filling vacancies.

8 B. At least one (1) bargaining unit applicant per job requisition, who is a
9 regular monthly employee and who possesses the essential skills, shall be
10 among those granted an interview for bargaining unit positions. Which bargaining
11 unit applicant(s) the Employer chooses to interview shall not be grievable.

12 C. Applicants from within the bargaining unit who are not offered the position
13 may request a non-grievable explanation as to why the position was not offered.
14 Employees may grieve if they believe the requirements for posting or other hiring
15 processes were not followed.

16
17 14.10 Movement between positions within the University: Employees who transfer,
18 promote, move laterally, or voluntarily demote shall serve a trial service period.
19 Paid or unpaid leave taken during the trial service period shall extend the length of
20 the trial service period on a day-for-a-day basis for any day(s) that the employee
21 takes paid time off, leave without pay, or shared leave, except for leave taken for
22 military service. Either the Employer or the employee may end the appointment by
23 providing notice, and the employee shall have the option to revert to their former
24 position if it is still vacant, be considered for reassignment in the same classification
25 in the same department as their former position, or be placed on the rehire list.
26 Upon request, the Employer will provide the employee a written explanation. Both
27 the trial service requirement and reversion rights (Employer and employee) apply
28 to employees accepting positions represented by a different Union.

29
30 14.11 Promotion or Lateral Movement: Promotional or lateral movement appointees will
31 serve a six (6) month trial service. During the first two (2) months of the trial service
32 period, promotional or lateral movement employees have preemptive rights to their
33 former position. After the first two (2) months but during remainder of trial service,
34 employees who are not staying in the new position shall have the option to revert
35 to their former position if it is still vacant, be considered for reassignment in the
36 same class as their former class in the same department as their former position,
37 or be placed on the rehire list.

38 14.12 Transfer: Transfer appointees will serve a six (6) week trial service. At any time
39 during the six (6) weeks the employee has preemptive rights to their former position
40 if the position is vacant, be considered for reassignment in the same classification
41 in the same department as their former position, or be placed on the rehire list.
42

43 14.13 Voluntary Demotion: Any employee who demotes to a classification in which they
44 have previously held permanent status will serve a six (6) week trial service. At any

1 time during the six (6) weeks the employee has preemptive rights to their former
2 position if the position is vacant, be considered for reassignment in the same
3 classification in the same department as their former position, or be placed on the
4 rehire list. This section does not apply to corrective action related demotions.

5
6 14.14 An employee who demotes to a classification in which they have not previously
7 held permanent status will serve a six (6) month trial service. During the first two
8 (2) months on the new job, these employees have preemptive rights to their former
9 position. After the first two (2) months but during the remainder of trial service,
10 employees who are not staying in the new position shall have the option to revert
11 to their former position if it is still vacant, be considered for reassignment in the
12 same class as their former position, or be placed on the rehire list.

13
14 14.15 Temporary Assignment To a Higher Position.
15 The employing official may temporarily assign a regular monthly employee the
16 duties and responsibilities of a higher-level class for up to one (1) year. Such
17 appointments shall be made in increments of no more than six (6) months.

18
19 14.16 ~~19~~ Employees shall receive reasonable paid release time for job interviews for
20 University positions (which may include sitting for an examination at the
21 University). Such time must be approved in advance by the supervisor subject to
22 unit staffing needs.
23
24

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Date

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ARTICLE 15 – INTER-SYSTEM MOVEMENT AND TRANSFER

Permanent state employees who change-transfer employment without a break in service between Higher Education institutions, state agencies, state board, or other state funded entities will have their unused sick and vacation leavetime off, months of service, retirement, and other state benefits transferred to their new place of employment to the extent allowed by state law and this Agreement.

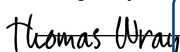

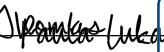

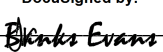
~~Such employees will be allowed to use vacation leave during their probationary period or first six (6) months of employment at the University. Vacation leave will be approved or denied in accordance with Article 17 Vacation Leave.~~

Months of service toward a higher vacation accrual rate Seniority for leave ~~accrual purposes~~ shall include all time spent in classified service ~~credited to the employee~~ up to the date of entering into the bargaining unit including prior state service credit as applicable. Unused sick and vacation leave-time off balances of permanent ~~status~~ employees changing employment between bargaining unit and non-bargaining unit positions shall move with the employee.

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For the Union:

For the Employer:

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C. When the holiday falls on the employee’s regularly scheduled day off, the employee will receive eight (8) hours of holiday credit.

Part Time Employee:

D. When the holiday falls on the part time employee’s regularly scheduled work day and is worked, the employee will be paid holiday premium pay (one and one half) for all hours worked. The employee will also receive the prorated to full time number of hours of holiday credit.

E. When the holiday falls on the part time employee’s regularly scheduled work day and is not worked, the employee will be paid the prorated to full time number of hours at the employee’s regular rate of pay.

Night Shift Employees

The holiday for night shift employees whose work schedule begins on one calendar day and ends on the next will be the shift in which half or more of the hours fall on the calendar holiday. That shift will be treated as the holiday and paid in accordance with the above holiday pay rules.

Holiday Credit

A. Holiday credit will be used and scheduled by the employee in the same manner as vacation leave-time off in Article 17. Holiday credit must be used before vacation leave-time off unless doing so would cause the employee to exceed the two hundred forty (240) hour vacation leave accrual limit.

B. Holiday Credit Cash Out:

All holiday credit must be used by June 30th of each year. The employee’s holiday credit balance will be cashed out every June 30th or when the employee leaves University employment for any reason. The employee’s holiday credit balance may be cashed out when the employee:

1. Transfers to a position in their department with different funding sources or,
2. Transfers to a position in another department.

16.3 Personal Holiday.

A. Each employee may select one personal holiday each calendar year in accordance with the following:

- 1) The employee has been continuously employed by the University for more than four (4) months;
- 2) The employee has requested and been approved to take the personal holiday in accordance with Article 17 Vacation Leave-Time Off.
- 3) The personal holiday must be taken by the employee in one absence not to exceed the work shift on the day of the absence.

- 1 B. It is the employee’s responsibility to schedule the Personal Holiday before
- 2 December 31st. if not requested it is forfeited.
- 3 C. Entitlement to the holiday will not lapse when it is cancelled by the Employer
- 4 and cannot be rescheduled before December 31st.
- 5 D. Full-time employees shall receive eight (8) hours of regular pay for the
- 6 personal holiday. Any differences between the scheduled shift for the day and
- 7 eight (8) hours may be adjusted by ~~use of~~ use of compensatory time, holiday
- 8 credit, ~~use of~~ vacation leavetime off, or leave without pay unpaid time off.
- 9 E. Part-time employees shall be entitled to a pro-rated number of paid hours on
- 10 a Personal Holiday based on their FTE.

11
12

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ARTICLE 17 – VACATIONS

17.1 Accrual. Employees will accrue vacation ~~leave~~ time off during the new hire probationary period.

The current accrual schedule for full-time employees (prorated for part-time), to be credited monthly, is as follows:

Length of Service	Hours Per Month	Days/Hours Per Year
1 st year	8.00	12/96
2 nd year	8.67	13/104
3 rd year	9.33	14/112
4 th year	10.00	15/120
5 th year	10.67	16/128
6 th year	11.33	17/136
7 th year	12.00	18/144
8 th year	12.67	19/152
9 th years	13.33	20/160
10 th year	14.00	21/168
11 th year	14.67	22/176
12 th – 19 th year	15.33	23/184
20 th – 24 th year	16	24/192
25 th year or more	16.67	25/200

17.2 The annual vacation schedule in each work unit shall be established in the existing departmental manner or as follows:

- a. Twice each year, on or about April 1 and October 1, a vacation request sheet shall be circulated to the bargaining unit employees. Each employee shall be given the opportunity to indicate their preference of a vacation time period for

1 the subsequent six (6) months. Supervision shall endeavor to schedule
2 vacations according to the employee's wishes. In the event that two or more
3 bargaining unit employees from the same unit request the same vacation
4 period and supervision must limit the number of persons who may take leave
5 at one time due to work requirements, preference shall be determined by
6 departmental seniority. If departmental seniority is equal, the determination
7 will be decided by lot.

8
9 b. Supervision shall post the vacation schedule by May 1 and November 1,
10 which shall remain in effect for each succeeding six (6) months period, that
11 is, June 1 through November 30, and December 1 through May 31,
12 respectively. Individual vacation periods may be changed at any time by
13 mutual agreement between the employee(s) concerned and supervision.
14 However, in no case shall an employee's scheduled vacation interfere with
15 the necessary work of the organization, the determination of which shall rest
16 with supervision.

17
18 c. Employees may make a supplemental vacation request (those made outside
19 the provisions of 17.2(a) at any time. Such supplemental requests shall not
20 take precedence over requests scheduled in accordance with 17.2(a).
21 Individual vacation periods may be changed at any time by mutual agreement
22 between the employee(s) concerned and supervision; however in no case
23 shall an employee's scheduled vacation interfere with the necessary work of
24 the organization, the determination of which shall rest with supervision.

25
26 An employee who makes a supplemental vacation request will be notified
27 whether the request is approved or denied within a reasonable period of time,
28 but in no case more than seven (7) calendar days after the supplemental
29 vacation request is submitted according to department procedure.

30
31 17.3 Any bargaining unit employee who may be transferred to another unit or removed
32 from the bargaining unit by promotion or transfer shall alter their preferred vacation
33 period if in conflict with a previously established vacation schedule.

34
35 17.4 Vacation Denial. When an employee's vacation cannot be approved, the
36 supervisor shall schedule the employee's vacation at the next earliest date
37 requested by the employee if available and deemed possible by the supervisor. .
38 If an employee's request for vacation leave is denied, the Employer, upon request,
39 must provide the reason for denying vacation leave electronically or in writing.

40
41 17.5 Holiday Rotation. Vacation requests filed in accordance with 17.2 for the week
42 including Thanksgiving and the weeks including Christmas Day and New Year's
43 Day shall be granted on a rotating basis. The rotation will begin with the most
44 senior person and shall proceed in that order until all staff wishing to take vacation
45 leave during those holiday periods have done so. No employee shall be granted
46 more than one (1) of the aforementioned weeks in a single year, unless there are

1 no other interested employees and the department is able to grant the request
2 based on operational needs.

3

4 17.6 Vacation ~~Leave-Time Off~~ Maximum.

5

6 Employees may accumulate maximum vacation balances not to exceed the
7 statutory limits in accordance with RCW 43.01.040 (currently two hundred forty
8 (240) hours). However, there are two (2) exceptions that allow vacation leave-time
9 off to accumulate above the maximum:

10

11 A. If an employee's request for vacation leave-time off is cancelled or denied by
12 the Appointing Authority or designee, and the employee has not exceeded the
13 vacation leave maximum (currently two hundred forty (240) hours), the Employer
14 shall grant an extension for each month that the Employer defers the employee's
15 request for vacation leave-time off.

16

17 B. An employee may also accumulate vacation leave-time off days in excess of the
18 statutory limit (currently two hundred forty (240) hours) as long as the employee
19 uses the excess balance prior to their anniversary date (time off service date). Any
20 leave-time off in excess of the maximum that is not deferred in advance of its
21 accrual as described above, will be lost on the employee's anniversary date (time
22 off service date).

23

24 17.7 Vacation ~~Leave-Time Off~~ Cash Payment. Any employee who has been employed
25 for at least six continuous months, who resigns or retires, is laid-off or is terminated
26 by the University shall be entitled to accrued vacation pay.

27

28 17.8 If a department maintains a vacation time off calendar indicating days taken and/or
29 available for vacation time off, the calendar will be made available electronically to
30 employees or posted in a visible department space to facilitate the supplemental
31 vacation time off process.

32

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Date

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ARTICLE 18 – SICK ~~LEAVE~~TIME OFF

18.1 Sick ~~Leave~~Time Off

a. Accrual.

Full-time employees (prorated for part-time) shall accrue eight (8) hours of sick ~~leave time off~~ for each month of completed regular monthly service. ~~Full-time and part-time employees with unpaid time off exceeding 80 hours in a month (prorated for part-time) will earn a monthly accrual proportionate to the number of hours in pay status, in the month to that required for full-time employment. Paid sick time off may not be used in advance of accrual and accrual must not exceed 8 hours in a month. Employees working less than a full-time schedule will earn a monthly accrual proportionate to the number of hours in pay status, in the month to that required for full-time employment. Sick time off accruals must not exceed eight hours in a month and may not be used in advance of the accrual. shall accrue sick time off on the same prorated basis that their employment schedule bears to a full time schedule. Employees with leave without pay exceeding eighty (80) hours in a month (prorated for part-time) will earn a monthly accrual proportionate to the number of hours in pay status, in the month to that required for full-time employment. Sick leave accruals must not exceed eight (8) hours in a month.~~

b. Sick ~~Leave-Time Off~~ – Use. Sick ~~leave time off~~ shall be allowed an employee under the following conditions.

- (1) Because of and during illness, disability or injury which has incapacitated the employee from performing required duties.
- (2) By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.
- (3) Because of a health condition of a family member that requires treatment or supervision, or that requires the presence of the employee to make arrangements for extended care.

Family members includes biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child; sibling, spouse, domestic partner, grandparent, grandchild, or child, regardless of age or dependency status, including a biological, adopted or foster child, stepchild, or a child to whom

1 the employee stands in loco parentis, is a legal guardian, or is a de facto
2 parent. Family members include those persons in a "step" relationship.

3 (4) ~~Sick leave may also be used~~ It to provide emergency child care (as in Article
4 25) or because of condolence or bereavement (as in Article 26)

5
6 (5) For personal medical, dental, or optical appointments or for family members'
7 appointments when the presence of the employee is required, if arranged
8 in advance with the Employer.

9 (6) When an employee is required to be absent from work to care for members
10 of the employee's household or family members because of emergencies
11 not covered above.

12 (7) When requested as a supplemental benefit while receiving a partial wage
13 replacement for paid family and/or medical leave under Title 50A RCW. This
14 time off may be subject to verification that the employee has been approved
15 to receive benefits for paid family and/or medical leave under Title 50A
16 RCW.

17 (8) If the employee or the employee's family member is a victim of domestic
18 violence, sexual assault, or stalking as defined in RCW 49.76.020. The
19 Employer may require the request for leave for this purpose be supported
20 by verification per Administrative Policy Statement 46.8.

21 (9) For an employee to be with a spouse or registered domestic partner who is
22 a member of the armed forces of the United States, National Guard, or
23 reserves after the military spouse or registered domestic partner has been
24 notified of an impending call or order to active duty, before deployment, or
25 when the military spouse or registered domestic partner is on leave from
26 deployment

27 (10) When an employee requests to use sick time off for the purposes of
28 parental leave to bond with a newborn, adoptive, or foster child for a period
29 of up to eighteen (18) weeks. Sick time off for the purpose must be taken
30 during the first year following the child's birth or placement.

- 31
32 c. Use of Vacation ~~Leave Time Off~~ or Compensatory Time Off for Sick ~~Time~~~~Leave~~
33 Off Purposes. An employee who has used all accrued sick ~~leave-time off~~ may
34 be allowed to use accrued vacation ~~leave-time off~~ and/or compensatory time
35 off for sick ~~leave-time off~~ purposes when approved in advance or authorized by
36 the employee's departmental supervisor. All available compensatory time must
37 be used prior to accrued vacation ~~leave-time off~~, unless this will result in the loss
38 of vacation time.

39
40 An employee must be granted the use of accrued compensatory time to care
41 for spouse, domestic partner, parent, parent-in-law, grandparent,
42 minor/dependent child who has a serious health condition; for domestic
43 violence leave; military spouse leave; and when requested as a supplemental
44 benefit.

45

1 d. Restoration of Vacation ~~Leave~~ ~~Time Off~~. In the event of an incapacitating illness
2 or injury during vacation ~~leave~~, the employee's supervisor may authorize the
3 use of sick ~~leave-time off~~ and the equivalent restoration of any vacation ~~leave~~
4 ~~time off~~ otherwise charged. Such requests shall be in writing, and a medical
5 certificate may be requested.
6

7 e. No Abuse of Sick ~~Leave~~ ~~Time Off~~. Both parties agree that neither the abuse
8 nor the arbitrary denial of sick ~~leave-time off~~ will be condoned. The Employer
9 and the Union agree to work cooperatively toward the resolution of mutually
10 identified problems regarding the use of sick ~~leave-time off~~.
11

12 f. Sick ~~Leave-Time off~~ Verification: The Employer will not require verification for
13 absences of three (3) consecutive work days or fewer. Such verification or
14 proof may be given to the supervisor/manager or Human Resources according
15 to departmental policy. The Employer will not make unreasonable requests for
16 sick ~~leave-time off~~ verification.
17

18 18.2 Sick ~~Leave-Time Off~~ Cash Out. Eligible employees may elect to receive monetary
19 compensation for accrued sick ~~leave-time off~~ as follows:
20

21 In January of each year an employee whose sick ~~leave-time off~~ balance at the end
22 of the previous year exceeds four hundred eighty (480) hours may elect to convert
23 the sick ~~leave-time off~~ hours earned in the previous calendar year, minus those
24 hours used during the year, to monetary compensation. No sick ~~leave-time off~~
25 hours may be converted which would reduce the calendar year end balance below
26 four hundred eighty (480) hours. Monetary compensation shall be paid at the rate
27 of twenty-five percent and shall be based on the employee's current salary. All
28 converted hours will be deducted from the sick ~~leave-time off~~ balance.
29

30 Employees who separate from University service due to retirement or death shall
31 be compensated for the unused sick ~~leave-time off~~ accumulation from the date of
32 most recent hire in a leave eligible position with the State of Washington at the rate
33 of 25%. Compensation shall be based upon the employee's wage at the time of
34 separation. For the purpose of this section, retirement shall not include vested out
35 of service employees who leave funds on deposit with the retirement system.
36

37 In accordance with state law, former eligible employees who are re-employed
38 within 5 years of separation shall be granted all unused sick ~~leave-time off~~ credits,
39 if any, to which they are entitled at time of separation.
40

41 18.3 Family Care Leave. In accordance with RCW 49.12 and WAC 296-130,
42 employees shall be allowed to use any or all of their choice of sick leave or other
43 paid time off to care for a family member (as defined above) who has a serious
44 health condition or an emergency condition. Employees shall not be disciplined or
45 otherwise discriminated against because of their exercise of these rights.
46
47

Tentatively Agreed To:

For the Union: DocuSigned by:
Thomas Wray 14/2022
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For the Employer: DocuSigned by:
Banks Evans 9/14/2022
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Paula Lukaszek /2022
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Brian Edwards 9/13/2022
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Jennifer G... 9/14/2022
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ARTICLE 19 – VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATIONS

In accordance with state and federal law, agencies and employees in bargaining units may agree to form Voluntary Employee Beneficiary Associations (tax-free medical spending accounts) funded by the retiree’s sick leave-time off cash out. Voluntary Employee Beneficiary Associations of employees covered by this Agreement will be implemented only by written agreement with the Union.

Tentatively Agreed To:

For the Union:		For the Employer:		
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<i>Thomas Wray</i>	<i>Jennifer Shupata</i>	<i>Marka Lukas</i>	<i>Dan Edwards</i>	<i>Banks Evans</i>
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Date

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ARTICLE 20 – MISCELLANEOUS LEAVE

20.1 Leave of Absence Without Pay. In addition to the circumstances specified elsewhere in this Agreement, the Employer, in its discretion may approve a leave without pay for the following reasons specified below. Leaves without pay must be approved or denied by the Employer in writing within fourteen (14) calendar days of the request when practicable and if denied will include the reason for denial. Approval will set a date for the employee's return to work. Modification of the return date must also be approved in writing by the Employer.

20.2 ~~Leave Unpaid time off without pay~~ may be granted for the following reasons:

- a. Child or elder care emergencies
- b. Governmental service
- c. Citizen volunteer or community service
- d. Conditions applicable for leave with pay
- e. Education
- f. Formal collective bargaining
- g. Leave taken voluntarily to reduce the effect of a layoff
- h. Union project activities
- i. To accommodate annual work schedules of employees occupying cyclic year positions
- j. As otherwise provided for in this Agreement

20.3 Leave of absence without pay for the following reasons is not covered by this Article:

- a. Compensable work-related injury or illness, (Article 30)
- b. Military service (Article 29)
- c. Leave for serious health condition taken under the provisions of the Family and Medical Leave article (Article 21)
- d. Leave authorized by the Employer as part of a plan to reasonably accommodate a person of disability (Article 3)
- e. Disability due to pregnancy or childbirth (Article 21)
- f. Parental leave (Article 21)
- g. Union activities (Article 42)

20.4 Conditions Applicable to Leave of Absence without Pay:

Employees must submit any request for a leave of absence without pay in writing when feasible prior to the leave being used. Except as required by law, a request for leave without pay must meet the following conditions:

- a. The employee must be a permanent employee

1 b. The employee must have a bona fide intention of returning to work following
2 the leave

3
4 c. The leave without pay must not, in the discretion of the University, interfere with
5 operational needs.
6

7 20.5 Cancellation of Leave of Absence Without Pay. The Employer may cancel a leave
8 without pay upon finding that the employee is using the leave for purposes other
9 than those specified at the time of approval, or where there are extreme
10 circumstances requiring the employee's return to work. The Employer will provide
11 written notice to the employee that a leave of absence without pay has been
12 cancelled. The notice will set a date for the employee's return to work. Unless
13 mutually agreed, the employee's failure to return to work on the date prescribed
14 will be considered job abandonment.
15

16 20.6 Benefits During Leave. Employees are encouraged to contact the Integrated
17 Service Center (phone # 206-543-8000, ischelp@uw.edu) prior to any leave
18 without pay to understand impact on benefits and learn about other points to
19 consider.
20

21 20.7 Returning Employee Rights. Employees returning to work following an approved
22 leave of absence without pay will be returned to the position they held prior to the
23 leave without pay or to another position in the same classification in the same
24 geographical area unit and organizational unit. In the event the employee's
25 position is substantially impacted during the time the employee is on leave, they
26 will be notified in writing and provided a time in which to exercise any rights
27 available pursuant to this Agreement.
28

29 20.8 Educational Leave. After applicable accrued ~~leave-time off~~ has been exhausted,
30 ~~Leave-unpaid time off without pay~~ may be granted for the duration of actual
31 attendance in an educational program.
32

33 20.9 Government Service Leave. After applicable accrued ~~leave-time off~~ has been
34 exhausted, ~~Leave without pay unpaid time off~~ may be granted for government
35 service in the public interest, including but not limited to the U.S. Public Health
36 Service or Peace Corps.
37

38 20.10 Volunteer or Community Service Leave. After applicable accrued ~~leave-time off~~
39 has been exhausted, ~~Leave without pay unpaid time off~~ may be granted for
40 community volunteerism or service.
41

42 20.11 Formal Collective Bargaining Leave. ~~Leave without pay Unpaid time off~~ may be
43 granted to participate in formal collective bargaining sessions authorized by RCW
44 41.80 as mutually agreed by the parties.
45
46
47

Tentatively Agreed To:

For the Union:

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Thomas Wray 15/2022

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Paula Lukas 9/15/2022

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Brian Edwards 9/15/2022

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DocuSigned by:

Jennifer Jones 9/15/2022

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For the Employer:

DocuSigned by:

Banks Evans 9/15/2022

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1 **ARTICLE 21 – FEDERAL FAMILY MEDICAL LEAVE ACT AND PARENTAL LEAVE***
2

3 21.1 Federal Family and Medical Leave Act (FMLA). Consistent with the federal Family
4 and Medical Leave Act of 1993, an employee who has worked for the state for at
5 least twelve (12) months and for at least one thousand two hundred and fifty (1250)
6 hours during the twelve (12) months prior to the requested leave is entitled to up
7 to twelve (12) work weeks of leave per year for any combination of the following:
8

- 9 a. parental leave to care for a newborn or newly placed adopted or foster child; or
10
11 b. personal medical leave due to the employee’s own serious medical condition
12 that requires the employee’s absence from work; or
13
14 c. family medical leave to care for a family member who suffers from a serious
15 medical condition that requires care or supervision by the employee.
16

17 Family Member is defined as: the employee’s spouse or same or opposite sex
18 domestic partner, child, parent, grandparent, grandchild, sister, or brother. It
19 also includes individuals in the following relationships with the employee’s
20 spouse or domestic partner: child, parent, and grandparent. “Child” also
21 includes any child residing in the employee’s home through foster care, legal
22 guardianship or custody. Family members include those persons in a “step”
23 relationship.
24

25 21.2 The amount of family medical leave available to an employee is determined by
26 using a rolling twelve (12) month period. The rolling twelve (12) month period
27 measures FMLA leave availability by "looking backward" from the date an
28 employee begins FMLA leave, adding up any FMLA leave used in the previous
29 twelve (12) months, and subtracting that amount from the employee's twelve (12)
30 workweek FMLA leave entitlement. The remaining amount is available to the
31 employee.
32

33 a. While on leave covered by FMLA, the employee must use accrued leave before
34 leave without pay for the absence unless it runs concurrently with Washington
35 Family and Medical Leave (PFML).
36

37 b. The Employer will not require the use of paid leave such that it would result in
38 the employee having fewer than eighty (80) hours of accrued vacation leave or
39 eighty (80) hours of accrued sick leave, counted separately, upon return to work.
40 Vacation and sick leave that has been requested and approved prior to the request
41 for the use of FMLA will not be considered when requiring employees to use leave
42 during FMLA-covered leave. This does not apply during an absence covered by
43 the Washington Family and Medical Leave Program (PFML).
44

1 21.3 The University will continue the employee's existing employer-paid health
 2 insurance benefits during the period of leave covered by FMLA. If necessary, due
 3 to continued approved personal medical or parental leave approved beyond the
 4 FMLA period, or if the employee is not eligible for FMLA, the employee may elect
 5 to use eight (8) hours of accrued applicable paid leave for continuation of employer
 6 paid health insurance benefits for each month of the duration of the approved
 7 absence. The interspersed paid leave will be applied to the first working day of the
 8 month.

10 21.4 FMLA leave may be taken intermittently or as part of a reduced work schedule
 11 when medically necessary

13 21.5 Parental Leave. Parental leave is defined as: up to ~~four~~six months of leave taken
 14 after the birth of a child to the employee, spouse or domestic partner, or because
 15 of the placement of a child with the employee or domestic partner through adoption
 16 or foster care. ~~Parental leave may extend up to six (6) months,~~ including time
 17 covered by the FMLA, during the first year after the child's birth or placement.
 18 Leave beyond the period covered by FMLA may only be denied by the Employer
 19 due to operational necessity. Extensions beyond six (6) months may be approved
 20 by the Employer. For birth parents, temporary disability leave for pregnancy is in
 21 addition to parental leave.

23 To be paid during Parental leave employee's must use accrued vacation leave,
 24 sick leave up to eighteen (18) weeks (720 hours), personal holiday, holiday credit,
 25 or compensatory time, the combination of which may be determined by the
 26 employee. Employees must use all applicable accrued leave prior to going on
 27 leave without pay unless it runs concurrently with Washington Family and Medical
 28 Leave (PFML).
 29

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For the Union:			For the Employer:	
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ARTICLE 22 – CHILD/DEPENDENT CARE

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22.1 The Employer and the Union recognize that family life has a significant impact upon employees' work lives. To help maintain a quality workforce, the Employer will continue to provide: referral assistance for daycare within the community, partially subsidized backup child care benefits, care for mildly ill children, child care assistance and, where feasible, will fairly consider space and support for childcare centers at UW worksites.

22.2 The Employer will notify the Union so that the Union may have an opportunity to provide input prior to any University action being taken to significantly reduce availability of University-sponsored child care programs.

22.3 Union members will continue to be notified annually of the availability of the Dependent Care Assistance Program (DCAP) offered through the State of Washington Department of Retirement Systems.

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<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wray</i> 9/14/2022 4C1DA2C371AA409...</p> <p>DocuSigned by: <i>Paula Lukaszek</i> 14/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards</i> 14/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jennifer Thomas</i> 2022 687E6AF63EE0469...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 9/14/2022 C5469E09932C427...</p>
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ARTICLE 23 – SHARED LEAVE

23.1 The purpose of this article is to inform employees of the basic provision of the leave-sharing program established by RCW 41.04.650- 41.04-670, as now or hereafter amended. In the event that there is any question as to leave sharing eligibility, entitlement or definition of terms, the language of the Revised Code of Washington is definitive.

The leave sharing program permits eligible state employees to donate a portion of their paid leave time off to financially aid other state employees who will need to take a leave of absence without pay or separate from employment because the employee:

- Has Having a severe or extraordinary illness; or
- Having-Has caregiver responsibilities for a relative or household member with a severe or extraordinary illness; or,
- The employee is serving as an approved emergency worker; or,
- When-Is voluntarily or involuntarily serving in one of the uniformed services; of the United States, or,
- Being-Is a victim of domestic violence, sexual assault or stalking, or assisting a family member who is a victim of domestic violence, sexual assault or stalking; or
- Is Sickness or temporary disability temporarily disabled due to a pregnancy-related medical condition or miscarriage; or
- Is Taking parental leave to bond with and care for their newborn, adoptive or foster child, for a period of up to sixteen (16) weeks after birth or placement.

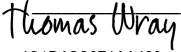
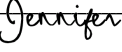

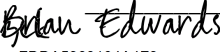

23.2 Shared Leave Program. The shared leave program is administered consistent with state law and University policy. Employees seeking to request shared leave or to donate shared leave to another employee will follow the request procedures that the Human Resources Department publishes for that purpose.

23.3 Shared leave donations must be a minimum of four (4) hours, however, shared leave may be used in any increment.

23.3 WA State Shared Leave Pool Programs: In accordance with state law and University Policy, eligible state employees may donate leave to the following shared leave pool programs:

- Uniformed Services Shared Leave Pool Program
- Foster Parent Shared Leave Pool Program
- Veterans' In-State Service Shared Leave Pool Program

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ARTICLE 24 – UNPAID HOLIDAYS FOR A REASON OF FAITH OR CONSCIENCE

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

- a) ~~Leave without pay~~Unpaid time off will be granted for up to two (2) workdays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization. ~~Leave without pay~~Unpaid time off may only be denied if the employee’s absence would impose an undue hardship on the Employer as defined by Chapter 82-56 WAC or the employee is necessary to maintain public safety.
- b) The Employer will allow an employee to use compensatory time, personal holiday or vacation leave-time off in lieu of ~~leave without pay~~unpaid time off. All requests to use compensatory time, personal holiday or vacation time off~~leave~~ requests must indicate the leave-time off is being used in lieu of ~~leave without pay~~unpaid time off for a reason of faith or conscience. An employee’s personal holiday must be used in full workday increments.
- c) An employee’s seniority date, probationary period or trial service period will not be affected by ~~leave without pay~~unpaid time off taken for a reason of faith or conscience.

Employees will only be required to identify that the request for leave-unpaid time off is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

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1 **ARTICLE 25 – ABSENCE DUE LEAVE DUE TO FAMILY CARE EMERGENCIES**

2
3 A. There are two types of family care emergencies:

4 1) A child care emergency is defined as a situation causing an employee's
5 inability to report for or continue scheduled work because of emergency
6 child care requirements such as unexpected absence of regular care
7 provider, unexpected closure of the child's school, or unexpected need to
8 pick up child at school earlier than normal.

9
10 2) An elder care emergency is defined as a situation causing an employee's
11 inability to report for or continue scheduled work because of emergency
12 elder care requirements such as the unexpected absence of a regular care
13 provider or unexpected closure of an assisted living facility.

14
15 B. An employee who is unable to report for or remain at work due to a family care
16 emergency may use vacation leavetime off, sick leavetime off, compensatory time,
17 holiday credit, or unpaid time off or leave without pay up to a maximum of three (3)
18 days of each type of leave-time off per calendar year, and their personal holiday.
19 Use of any of the above leave-time off categories-types is dependent upon the
20 employee's eligibility to use such leavetime off. The employee upon returning from
21 such leave-an absence shall designate to which time off type/leave-category the
22 absence will be charged.

23
24 C. In accordance with RCW 49.46.210, sick leave-time off may be used when an
25 employee's child's school or place of care has been closed by order of a public
26 official for any health-related reason. Health-related reason means a serious public
27 health concern that could result in bodily injury or exposure to an infectious agent,
28 biological toxin, or hazardous material.




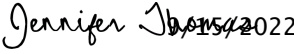

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Tentatively Agreed To:

For the Union: For the Employer:
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1 also includes individuals in the following relationships with the employee's spouse
2 or domestic partner: child, parent (as defined above), or grandparent.
3

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<p>For the Union: DocuSigned by:  15/2022 <small>4C1DA2C371AA409...</small></p> <hr/> <p>DocuSigned by:  9/15/2022 <small>4E12A96D3AE54A9...</small></p> <p>DocuSigned by:  9/15/2022 <small>FDDA5369104A4F3...</small></p> <p>DocuSigned by:  9/15/2022 <small>687E6AF63EE0469...</small></p>	<p>For the Employer: DocuSigned by:  9/15/2022 <small>G5469E99932G427...</small></p>
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4 Date
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ARTICLE 27 – LEAVE RELATED TO DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING

As required by state law, and in accordance with University policy, the University will grant time off and/or reasonable safety accommodations to an employee who is a victim of domestic violence, sexual assault, or stalking. A reasonable safety accommodation may include, but is not limited to, a transfer, reassignment, modified schedule, changed work telephone number, changed work email address, changed workstation, installed lock, implemented safety procedure, or any other adjustment to a job structure, workplace facility, or work requirement in response to actual or threatened domestic violence, sexual assault, or stalking.

Time off may also be granted to an employee who has to assist a family member who is a victim of domestic violence, sexual assault or stalking. The parties will continue to work to promote knowledge of this employee right.

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<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Ward</i> 8/22/2022 4C1DA26371AA409...</p> <hr/> <p>DocuSigned by: <i>Paula Wicks</i> 8/22/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards</i> 8/25/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jennifer</i> 8/23/2022 887E8A563FE0469...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 8/19/2022 C5469E99932C427...</p>
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ARTICLE 28 – INCLEMENT WEATHER AND SUSPENDED OPERATIONS

28.1 Inclement Weather. When the University is in operation but an employee requests time off to deal with unanticipated problems related to natural disasters or severe weather conditions, the employee may charge the absence to accrued compensatory time, holiday credit, personal holiday, vacation time off, or leave without pay. Employees designated as essential must make all reasonable efforts to report to work as scheduled.

28.2 Suspended Operations. If the University determines it is advisable due to emergency conditions to suspend the operation of all or any portion of the institution, requiring only employees in essential positions, that are not conducive to telework, to report to work the following will govern: When prior notification of suspended operations has not been given, non-essential employees released until further notice after reporting to work shall receive a minimum of four (4) hours pay for the first day. Non-essential employees who do not work for the balance of the closure during suspended operations may use paid leave time off in the following order:

- a. Accrued compensatory time and/or holiday credit.
- b. Vacation time off.
- c. ~~Using personal~~Personal holiday. An employee must use personal holiday time as a full day or shift.
- d. Unpaid time off

~~Using leave without pay.~~ Employees who have exhausted the above paid time off types may use leave without payunpaid time off.

If ~~leave without payunpaid time off~~ is used, employees have up to ~~ninety-fifteen~~ (1590) calendar days after operations resume to make up work time lost provided the following:

- (1) Employees must request makeup time within ~~five-two~~ (25) working days after operations resume, and
- (2) Reasonable work must exist and the supervisor must approve the request to work. If the request is denied, then the supervisor shall state their reason(s) for the denial in writing

Make up time worked by overtime-eligible full-time employees is calculated at time and one-half (1-1/2).

1 UW parking in unrestricted spaces shall be provided at each campus for which
2 suspended operations have been declared for any staff member designated by
3 their supervisor as essential. Restricted spaces include but are not limited to:
4 disability stalls, time limited stalls, load/unload stalls, pay by space stalls (restricted
5 to pay station parking), university vehicle stalls, metered stalls (restricted to pay
6 meter parking) carpool stalls, UCAR Only stalls, electric vehicle charging stalls,
7 motorcycle stalls, and department reserved stalls. Employees qualified to use a
8 restricted space (for example disabled stalls) shall be able to use the appropriate
9 space.

10
11 28.3 Public Health Suspended Operations. Accrued sick ~~leave-time off~~ may also be
12 used for the suspension of operations when the employee's workplace has been
13 closed by a public ~~health~~-official for any health related reason.
14

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15 Date
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ARTICLE 29 – MILITARY LEAVE

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- 3 29.1 Military Leave will be approved in accordance with University of Washington
4 Administrative Policy Statement 45.4, which is subordinate to the Uniformed
5 Services Employment and Reemployment Rights Act, RCW 38.40, and RCW
6 49.77. Employees who are called to active duty in any of the uniformed services
7 or their reserves shall receive 21 work days of paid military leave annually from
8 October 1 through September 30. Such paid military leave shall be in addition to
9 any compensatory time, holiday credit, vacation or sick leave to which the
10 employee might be otherwise entitled, and shall not involve the reduction of any
11 benefits, performance rating, privileges or base pay. During the period of paid
12 military leave, the employee shall receive their normal pay. If the employee is
13 scheduled to work a shift that begins on one calendar day and ends on the next
14 calendar day, the employee is charged military leave only for the first calendar
15 day.
16
- 17 29.2 Employees required to appear during working hours for a physical examination to
18 determine physical fitness for military service shall receive full pay for the time
19 required to complete the examination.
20
- 21 29.3 Employees who are called to active duty in one of the uniformed services of the
22 United States or the State of Washington shall be granted a military leave of
23 absence without pay for absence from work for up to 5 years in addition to any
24 time covered by the provisions of Section 29.1. During an unpaid military leave of
25 absence, an employee is entitled to receive:
26
- 27 a. retirement benefits and service credit in accord with the provisions of the
28 applicable retirement system;
 - 29
 - 30 b. paid medical and dental insurance if in pay status at least 8 hours per month.
31 Other health plan coverage at the employee's request and expense for a limited
32 period of time as determined by the Health Care Authority;
 - 33
 - 34 c. other length-of-service credits related to employment that would have been
35 granted had the employee not been absent; provided that the employee returns
36 to University service at the conclusion of the leave in accord with applicable
37 Federal and State laws related to military leave; and
 - 38
 - 39 d. any additional benefit required by then-applicable state or federal law.
 - 40
- 41 29.4 The employee should follow the military leave of absence request process.
42 Unless prohibited by military necessity, the University shall be provided with a copy
43 of an employee's orders at the time the employee requests military leave. Such
44 request shall be made as soon as reasonably practical after the employee learns
45 of the need for such leave.

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29.5 Following release from military service, an employee shall have the right to return to their employment as provided by then-applicable state and federal law. The employee will provide a copy of employee's discharge papers and any other documentation permitted or required by military-leave laws to their supervisor and to Human Resources.

29.6 Employees who are spouses of members of the armed forces will be released for the provisions of the Military Family Leave Act RCW 49.77 when the service member has been notified of an impending call or order to active duty or when on leave from deployment.

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ARTICLE 30 – WORK RELATED INJURY LEAVE

30.1 An employee who sustains a work-related illness or injury shall be eligible for a disability leave of absence in accordance with their medical restrictions and federal and state law. It is the intention of the University to comply with state and federal laws regarding such absences through its policies and procedures.

30.2 Employees who are in unpaid status for up to six (6) months due to a work-related injury, ~~upon written request and proof of continuing disability,~~ shall maintain their seniority and progression start date. ~~Leave without pay exceeding six (6) months without loss of seniority or change in progression start date may be granted at the option of the employing official.~~

30.3 The Employer will follow RCW 51.32.090 and University of Washington Administrative Policy Statement (APS) 14.1 University Risk Management and Insurance Programs related to the Worker’s Compensation Program and return-to-work program. The Employer will attempt to find opportunities for modified duty that can be offered to employees in lieu of and/or after disability leave. If requests for modified duty are denied, the Employer, upon request, will provide the modified duty options that were considered and reason(s) for denial electronically or in writing.

Employees who suffer a work-related injury or illness that is compensable under the state worker’s compensation law may select time loss compensation exclusively or a combination of leave payment and time loss compensation.

30.4 The University’s policies on family and medical leave, sick time off and disability accommodations apply to employees with injuries or illnesses that have been accepted as work-related under RCW 51.

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ARTICLE 31 – HEALTH AND SAFETY

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3 31.1 Health and Safety. It is the policy of the University of Washington to create and
4 maintain a safe and healthful workplace free from recognized hazards that may
5 cause harm to employees, consistent with and in compliance with applicable state
6 and federal laws. Employees will play an active role in creating a safe and healthy
7 workplace and will comply with all applicable health and safety rules. The Union
8 and the Employer are jointly committed to the goal of implementing an effective
9 health and safety program and accident prevention program that meets or exceeds
10 WISHA requirements.

11
12 31.2 Safety. All work shall be performed in conformity with applicable health and safety
13 standards. Employees are encouraged to immediately report any unsafe working
14 conditions to their supervisor. If the matter is not resolved satisfactorily between
15 the supervisor and employee, either may involve the Union Steward and request
16 a decision from a medical center’s Safety Officer, and/or the University’s
17 Department of Environmental Health & Safety or the Department of Labor &
18 Industries. No other employee may do the work believed to present an imminent
19 risk to life and safety until a risk assessment has been done by the Safety Officer
20 and/or the University’s Department of Environmental Health & Safety, or the
21 Department of Labor & Industries, and it is confirmed that there is no imminent
22 hazard. Once a risk assessment is completed and it is confirmed that there is no
23 imminent hazard and conditions meet WISHA standards, the employee will be
24 expected to perform the work.

25
26 Employees are encouraged to attempt to resolve the matter first with the
27 supervisor, then the Safety Officer and/or the University’s Department of
28 Environmental Health & Safety prior to going outside the University.

29
30 No employee shall be disciplined or retaliated against for reporting any such
31 condition.

32
33 31.3 Reporting. Employees in the bargaining units are encouraged to report
34 immediately to their supervisor and/or designated safety official any apparent
35 unsafe working condition. Employees shall use required safety devices and
36 perform work according to required safety procedures.

37
38 If a supervisor, the Employer-designated safety official, Labor and Industries or
39 Environmental Health and Safety (telephone 206-543-7262) declare a work site to
40 be hazardous and unfit for work, affected employees may be assigned to
41 alternative work sites until the hazardous condition is rectified. If assignment to an
42 alternative work site is not possible and the supervisor decides to send the
43 employee(s) home, those employees sent home will receive their regular pay for
44 all time the employee(s) is scheduled to work on the day of the incident. For all

1 subsequent days the employee(s) may use accrued leave as appropriate or
2 request make up time as follows:

3
4 a. Employees must request make up time within three (3) working days after
5 operations resume.

6
7 b. Reasonable work must exist and the supervisor must approve the request to
8 work. The time must be made up within ninety (90) calendar days after
9 operations resume.

10
11 31.4 Health Examinations. The Employer shall provide at no cost to the employee, such
12 medical tests, health examinations and surveillance/monitoring as may be required
13 as a condition of employment and/or as a result of regulated hazards encountered
14 after employment.

15
16 31.5 Safety Committees. Joint employee-elected and Employer appointed safety
17 committees shall be formed in accord with WISHA requirements and following
18 University of Washington policy. The Union is entitled to representation on the
19 University-wide or specific organizational or divisional committees where
20 bargaining unit employees are working. Any department or unit committee also
21 dealing with health and safety issues in work areas shall appropriately involve
22 bargaining unit employees. Participation in safety and health committees,
23 including meeting time, health and safety research, work on committee
24 assignments, seminars, and classes will be considered time worked for all
25 employees in accordance with University policy. Release time must be arranged
26 with supervisors in advance.

27
28 When the committee makes a recommendation that requires action or approval
29 beyond its scope of authority, the Employer will communicate its disposition of the
30 formal written recommendation within thirty (30) days.

31
32 31.6 Ergonomics. The supervisor/manager will provide training and equipment for staff
33 to safely perform job functions and avoid injury. Employees should contact their
34 supervisor if job procedures, equipment or workstations lead to risk of injury or
35 work-related musculoskeletal disorders. Further ergonomic guidelines shall be
36 referenced on the Environmental Health and Safety website
37 www.ehs.washington.edu.

38
39 31.7 Workplace Review. Supervisors will periodically inspect the worksite for the
40 identification of recognized hazards, including ergonomic conditions, and put in
41 place appropriate and feasible mitigations for any identified conditions that may be
42 hazardous to health and safety. Such mitigations may include the use of
43 engineering controls, administrative controls, the use of personal protective
44 equipment, and/or increased training. The organizational unit will determine the
45 appropriate frequency of the inspections and such frequency shall be an
46 appropriate topic for Union Management meetings.

1
2 In response to a DOSHA* (Department of Occupational Safety & Health
3 Administration – Labor & Industries) inspection initiated by a bargaining unit
4 employee complaint, the Employer will contact the designated Union
5 representative to participate in the worksite inspection. Employees may also
6 request a workplace review by the employing department and employees shall be
7 given the results of the review.

8 31.8 WISHA Inspections. Each time there is a WISHA inspection of the Employer's
9 property in an area where WFSE employees perform their duties, the Employer
10 shall contact the Union Office to find out whom the Union designates as the
11 employee representative. If the Union's representative is not present for the
12 inspection, the Employer shall request that the WISHA inspector delay the
13 inspection until the Union's representative can arrive.

14 31.9 Wellness. The Employer and the Union will encourage and support employee
15 participation in appropriate programs including the UW Care Link Services through
16 which employees may seek confidential assistance in the resolution of chemical
17 dependency or other problems that may affect job performance. UW Care Link
18 Services may presently be reached at 1-866-598-3978 (business hours) or 1-800-
19 833-3031 (24 hour line). No employee's job security will be placed in jeopardy as
20 a result of seeking and following through with corrective treatment, counseling or
21 advice providing that the employee's job performance meets supervisory
22 expectations.

23
24 31.10 Tools and Equipment. The Employer will furnish and maintain in safe working
25 condition all tools and equipment required to carry out the duties of each position,
26 and will provide, during working hours, training on the safe operation and use of
27 tools/equipment/supplies required to perform the employee's duties. The
28 Employer agrees to provide transport for necessary equipment and supplies which
29 cannot safely be transported by hand. The employees will properly use and
30 maintain all required tools/equipment/supplies and immediately report any defects
31 or malfunctions to the supervisor.

32
33 31.11 Joint Union/Management Committee. It shall be appropriate for either the Union
34 or the University to request that a Joint Union/Management committee be
35 convened, with Environmental Health and Safety as a participating member, to
36 discuss health and safety concerns and to explore options for addressing those
37 concerns through appropriate training or other approaches.

38
39 31.12 Training. Training that is relevant to the business operations and hazards involved
40 in the work activities will be provided in the workplace by qualified trained
41 individuals to employees.

42
43 Training needs will be an appropriate topic at Joint Union/Management committee
44 meetings. Assistance with interpretation may be requested by staff.

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

*WISHA was renamed DOSHA (**Department of Occupational Safety & Health Administration – Labor & Industries**) in 2006. The term WISHA was left in because the parties felt that the WISHA name would be more recognizable by its members.

31.14 Personal Protective Equipment (PPE)

A. The Washington State Department of Labor and Industries (L&I) in WAC 296-800-160 Personal Protective Equipment (PPE) requires all employers to assess their workplace for hazards that might require the use of personal protective equipment. If PPE has to be used, the supervisor must require its use.

After the assessment and selection, employees required to use PPE must be trained before they are required to use the PPE. All of the following must be covered:

- a. What PPE to use and when to use it
- b. Limitations of the PPE
- c. How to put it on, take it off and adjust it
- d. Inspection and maintenance
- e. Any manufacturer instructions and warnings
- f. Make sure the PPE fits well
- g. How to obtain PPE
- h. How to dispose of PPE

Bargaining unit employees will not be disciplined for refusing to work in the event that Employer required PPE is not provided by the Employer.

B. The Employer shall provide appropriate PPE to all health care workers in accordance with UW Medicine policy. The Employer shall provide appropriate PPE to all campus employees in accordance with the University’s Department of Environmental Health & Safety policy. No employee will be disciplined or retaliated against for advocating for PPE that they believe is needed for their and others’ safety.

Tentatively Agreed To:

For the Union:

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Thomas Wrag 9/19/2022

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Paula Lukaszek 9/19/2022

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Brian Edwards 9/19/2022

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DocuSigned by:

Jennifer Johnson 9/19/2022

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For the Employer:

DocuSigned by:

Banks Evans 9/19/2022

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1 Date

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ARTICLE 32 – UNIFORMS AND SPECIAL CLOTHING

32.1 The Employer will provide and clean, at no cost to the employees, any designated uniforms or special clothing which is required by the Employer to be worn on the job. Such clothing will be mended or replaced by the Employer as necessary due to normal wear and tear.

32.2 Prior to any decision by a department head to purchase or modify uniforms, employees in their respective departments shall be given an opportunity to consult with their department head regarding the color, fabric, and style or uniform to be worn. The department head shall consider seasonal temperatures in the selection of uniforms. The department head will consider the wishes of the employees in making a decision.

32.3 Any clothing which is furnished by the Employer shall be worn in accordance with the applicable rules or safety regulations.

32.4 The Employer will reimburse employees for personal uniforms, work clothing, and/or necessary personal items (e.g. eyeglasses, hearing aids, watches) damaged, torn, or destroyed during normal work activity or by patients, clients, or customers. Such reimbursement shall be based on estimated current value of the damaged article to a total of two hundred dollars (\$200).

32.5 Safety Boot Reimbursement (Seattle Main Campus Facilities Only):
As determined by the Employer, individual departments may reimburse employees up to one hundred fifty dollars (~~\$100~~150.00) per year during the life of this agreement for protective footwear meeting the performance requirements of ASTM F2413-11 relative to impact or compression of the toe or metatarsal, puncture resistance or electrical hazards or static dissipation, if required as personal protective equipment.

32.6 Tools and Equipment:
The Employer may determine and provide necessary tools, tool allowance, equipment and foul weather gear. The Employer will repair or replace employer provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees are accountable for equipment and/or tools assigned to them and will maintain them in a clean and serviceable condition. Employees who misuse, vandalize, lose or damage state property may be subject to disciplinary action. Employees will be required to return all Employer provided tools, equipment (i.e., electronic equipment, badges, etc.) and foul weather gear upon separation from employment. In those cases where an employee fails to return the provided tools, equipment and/or foul weather gear, the Employer may deduct the value of the items from the employee's final pay.

Tentatively Agreed To:

For the Union:

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Thomas Wraup 9/19/2022

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Brian Edwards Jr. 9/19/2022

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DocuSigned by:

Jennifer Thomas 9/19/2022

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For the Employer:

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Banks Evans 9/19/2022

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Date

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ARTICLE 33 – TRANSPORTATION AND COMMUTE TRIP REDUCTION

33.1 Parking/U-Pass. The Union agrees that during the life of this Agreement, the University may apply changes in transportation policy, including adjusting parking and U-pass fees and criteria for assigning parking spots, to the bargaining unit without the obligation to bargain with the Union. The Union may raise issues and concerns about the University’s parking program at Joint Labor/Management Committee meetings or at ad hoc Labor Management Committee meetings. The Union shall have a standing seat on the University’s committee(s) that work on transportation and parking issues.

33.2 Flexible schedules to assist in commute trip reduction. Departments having continuous and/or public responsibility may establish independent work schedules in order to meet their special needs. Departments are encouraged to give serious consideration to employee requests for flexible schedules for commute trip reduction purposes. Individual requests for flexible scheduling may be approved by the employing official, provided that such scheduling does not interfere with the effective operation of the department and shall be dependent upon operating, business, and customer needs.

33.3 The University will provide parking for employees when they are required to work at football games.

33.4 Employees in the bargaining unit will not be charged a fee for a U-PASS.

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ARTICLE 34 – PERFORMANCE EVALUATION

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3 34.1 Performance evaluations shall be performed annually. Evaluations shall be based
4 on job related performance factors. Performance evaluations shall not be used to
5 initiate personnel actions such as transfer, promotions or corrective action;
6 however, evaluations may serve as supporting documentation for personnel
7 actions. A supervisor’s failure to complete an annual performance evaluation will
8 be construed to mean the employee has performed satisfactorily. Employee
9 participation in the development of evaluation materials and rating factors is
10 encouraged.

11
12 34.2 Evaluation Forms

13
14 a. Performance evaluation forms will at a minimum include the following:

15
16 (1) A description of the job related factors upon which the evaluation is based.
17 These will include:

18
19 (a) quality of work (e.g. competence, accuracy, neatness thoroughness),

20
21 (b) quantity of work (e.g. use of time, volume of work accomplished, ability
22 to meet schedules, productivity levels),

23
24 (c) job knowledge (e.g. degree of technical knowledge, understanding of job
25 procedures and methods), and

26
27 (d) working relationships (e.g. cooperation and ability to work with
28 supervisor, co-workers, students, and clients served).

29
30 (2) Provision for identifying specific achievements of the employee,
31 performance goals for the next evaluation period, identifying training needs
32 to enhance the employee’s skills and other comments.

33
34 (3) Provision for employee comments or objections to be attached to and/or
35 included on the performance evaluation form.

36
37 (4) Provision for employee signature accompanied by a statement that
38 “Employee signature means that the employee has seen and is aware of
39 the content of the evaluation, but does not necessarily mean that the
40 employee agrees with the evaluation content.”

41
42 (5) Provision for the evaluator and reviewer signatures, and reviewer
43 comments.
44

- 1 b. The performance evaluation form may be supplemented with other forms
2 and/or information used to support the employee's evaluation. Upon request,
3 an employee may review any written materials used by supervision to prepare
4 the evaluation.
- 5
- 6 c. Employees will be provided feedback during their probationary and/or trial
7 service periods.
- 8
- 9 d. Implementation of alternative performance evaluation models is an appropriate
10 topic for Joint Labor Management Meetings.

11

12 34.3 Employee Evaluation Information

- 13 a. Upon appointment to a position the employee's supervisor will provide the
14 employee with a copy of:
 - 15 (1) the class specification for the position
 - 16 (2) the position's job duties
- 17
- 18
- 19
- 20 b. Written performance expectations shall be provided to the employee in
21 sufficient time (normally within thirty (30) calendar days after appointment to
22 the position) to allow the employee to meet the work expectations. The
23 Employer will provide at least sixty (60) calendar days notice to employees
24 before the evaluation when modifications that substantively alter performance
25 expectations are made. Minor modifications that do not substantively alter
26 performance expectations require no notice.

27

28 34.4 Evaluation Process

- 29
- 30 a. The supervisor will communicate with the employee about performance
31 problems as they occur.
- 32
- 33 b. The purpose of the evaluation meeting is to review, discuss, and if appropriate,
34 modify the evaluation. The employee shall have an opportunity to discuss the
35 proposed evaluation with the supervisor and to provide a written response.
- 36
- 37 c. The final evaluation, with employee comments attached, will be signed by the
38 evaluator and the employee. The employee will be provided a copy at their
39 request. Employees of the Medical Centers and those completing their
40 performance evaluations will not sign a copy of the evaluation, but will complete
41 the "acknowledgement" step in Workday to demonstrate their review of the
42 completed evaluation. Employees of the Medical Centers can access and print
43 their performance evaluations from their Workday profile.
- 44
- 45 d. Upper level supervisors at the Medical Centers have access and review
46 privileges for employee performance evaluations in Workday. If modification

1 and/or comments are made at this level a copy will be provided to the
2 employee. Medical Centers employees are alerted in Workday to any
3 additional modifications and/or comments made. Medical Centers can access
4 and print their performance evaluations from their Workday profile.
5

6 e. A copy of the completed evaluation, signed by all appropriate individuals, will
7 be provided to the employee upon request.
8

9 f. Performance evaluations shall be retained in the departmental file for no more
10 than three (3) years.
11

12 34.5 Grievability. Employee performance evaluations are grievable only through Step
13 Two of the Grievance Procedure.
14

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<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wray</i> 8/2022 4C1DA2C371AA409...</p> <hr/> <p>DocuSigned by: <i>Paula Lukas</i> 9/8/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards</i> 8/30/22 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jennifer Johnson</i> 8/2022 687E6AF63EE0469...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 9/8/2022 C5409E99932C427...</p>
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15 Date
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ARTICLE 35 – PERSONNEL FILES

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3 35.1 Files Relating to Employment. The Employer shall maintain files relating to
4 employment in accordance with the applicable University policy and/or state or
5 federal law. The personnel file for each employee will be maintained by the
6 appropriate Human Resources Operations department and will accompany the
7 employee throughout their service career at the University of Washington. The
8 departmental file will be maintained by the department.

9
10 Individual supervisors may create and retain documents in a supervisor file.
11 Documents in the supervisor file will not be placed in the department or personnel
12 file unless they are incorporated as part of an official action (such as a performance
13 evaluation or a corrective action).

14
15 35.2 Employee Access to Files. Each employee has the right to review their personnel
16 file, supervisory file, attendance file, payroll file and medical file. The Employer will
17 determine the location of all employee files. Upon written request by an employee
18 to their Human Resources Consultant (for personnel file) or department manager
19 (for departmental file), the employee and/or representative may examine the
20 employee's personnel file or departmental file. Review of employee files will be in
21 the presence of an Employer representative during business hours. The employee
22 and/or representative may request copies, which may be provided at no cost if the
23 size of the request is reasonable. A copy of the written authorization will be
24 retained in the employee's file.

25
26 35.3 Employee Response. A copy of any correspondence, adverse material, or letters
27 issued and intended to be included in an employee's official personnel file shall be
28 mailed or given to the employee prior to becoming a permanent part of the file. An
29 employee may insert a reasonable amount of job-related materials in their
30 personnel file that reflects favorably on their job performance. An employee may
31 provide a written rebuttal to any information in the files that they considers
32 objectionable. The Employer will attach the rebuttal to the related document.

33
34 Information shall be retained as long as it has a reasonable bearing on the
35 employee's job performance or upon the efficient and effective management of the
36 institution.

37
38 35.4 Confidentiality. Unauthorized parties shall not have access to any employee's
39 personnel or departmental file. A record will be retained in the HR personnel file
40 of the names of individuals outside of HR who have reviewed the personnel file
41 who do not have written authorization from the employee, except requests for
42 records in accordance with the Public Records request process.
43

1 35.5 Medical Files. Medical information related to employment will be kept separate
2 from all other employment files and confidential in accordance with state and
3 federal law.

4
5 35.6 Adverse material or information related to alleged misconduct that is determined
6 to be false, and all such information in situations where the employee has been
7 fully exonerated of wrongdoing, and/or any documents removed pursuant to Article
8 36 Corrective Action, will be promptly removed from the employee's files. The
9 Employer may retain this information in a legal defense file in accordance with the
10 prevailing Washington State law. The Employer may retain information relating to
11 employee misconduct or alleged misconduct if the employee requests that the
12 information be retained.
13

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<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wray</i> 8/22/2022 4C1DA2C371AA409...</p> <hr/> <p>DocuSigned by: <i>Paula Lukas</i> 8/23/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards Jr.</i> 8/25/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Donna</i> 8/25/2022 607E6AF63EE0460...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 8/19/2022 C5469E9932C427...</p>
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Date

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ARTICLE 36 – CORRECTIVE ACTION/DISMISSAL

1
2
3 36.1 The parties will follow the “Corrective Action/Dismissal Process” outlined below.
4 No employee shall be subject to the process except for just cause. The corrective
5 action process will be considered to incorporate the concept of progressive action
6 while providing a positive method for improvement rather than punitive action. The
7 University will determine the specific step at which the process begins based on
8 the nature and severity of the problem.
9

10 36.2 Representation.

11
12 (a) Employees shall be notified orally or in writing that upon request they shall be
13 entitled to have a representative present when formal counseling, final counseling
14 or dismissal is occurring. The Employer will provide at least three (3) business
15 days to allow an employee to secure a Union representative. If notice is given
16 prior to the midpoint of the scheduled shift or if the employee is on paid
17 administrative time off, the day of notification is the first day. Employees have a
18 right to a meeting with management whenever corrective action is issued.
19 Attendance of a representative shall not delay the disciplinary process unduly as
20 determined by the Employer. All parties shall make every effort possible to allow
21 for Union representation without unduly delaying the process.
22

23 (b) Upon request, an employee has the right to a union representative at an
24 investigatory interview called by the Employer, if the employee reasonably believes
25 corrective action could result. The employer will provide ~~up to at least three (3)~~
26 business days seventy-two (72) hours to allow an employee to secure a Union
27 representative. If notice is given prior to the midpoint of the scheduled shift or if the
28 employee is on paid administrative time off, the day of notification is the first day.
29

30 The role of the union representative in regard to an Employer-initiated investigation
31 is to provide assistance and counsel to the employee and not interfere with the
32 Employer’s right to conduct the investigation. Every effort will be made to
33 cooperate in the investigation.
34

35 (c) An employee placed on an alternative assignment during an investigation will
36 not be prohibited from contacting their union steward unless there is a conflict of
37 interest, in which case the employee may contact another union steward. This
38 does not preclude the Employer from restricting an employee’s access to the
39 Employer’s premises.
40

41 (d) An interpreter can be requested by either party and will be provided.
42

43 36.3 Coaching. Informal discussion or instruction between employee and their
44 immediate supervisor. Supervisor may follow up in writing which may include a
45 simple action plan. This is not a form of corrective action.

1
2 36.4 Corrective Action/Dismissal Process. The Employer will make clear when formal
3 or final counseling is being conducted and will inform the employee about their
4 right to representation under the CBA. When counseling or dismissing an
5 employee, the Employer will make every effort to protect the privacy of the
6 employee. Translators may be requested by any party.
7

8 Formal Counseling. Formal counseling (may involve administrative personnel
9 other than the employee's immediate supervisor) including the development of a
10 written action plan. The action plan will identify specific problem areas,
11 performance objectives, suggestions for remedying, and a timeframe for
12 improvement. Prior to issuance of formal counseling, a meeting may be scheduled
13 by the employer or requested by the employee to give the employee an opportunity
14 to make their case before the final decision is made. Employee requests for such
15 a meeting will be granted. An employee is entitled to representation at this meeting.
16

17 Final Counseling. Final counseling (may involve administrative personnel other
18 than the employee's immediate supervisor) including action plan discussion and
19 revision, where appropriate.
20

21 Dismissal. Prior to dismissal, a pre-determination meeting will be scheduled to
22 give an employee an opportunity to make their case before the final decision is
23 made. The employee has the right to have a Union Council representative present
24 at the pre-determination meeting. At least five (5) days prior to the meeting, the
25 employee will be informed in writing of the reasons for the contemplated dismissal
26 and given referenced documentation. The employee will be furnished with written
27 notification of the outcome of the pre-determination hearing.
28

29 Demotion: Demotion of Leads and/or Supervisors may be initiated by the
30 Employer at any step of the Corrective Action process.
31

32 36.5 Removal of Records.

33 Upon written request by the employee, any formal or final counseling, excluding
34 those for workplace violence or University policies against harassment,
35 discrimination, or retaliation, or those in which the employee was the subject of
36 an investigation, allegation, or findings of sexual misconduct, will be removed
37 from an employee's personnel file after three (3) years if the following criteria
38 have been met:
39

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

43 Nothing in this Article prevents the Employer from agreeing to an earlier removal
44 date.
45

1 Once a corrective action has been removed from the employee's file as outlined
2 above, the information removed will not be used in subsequent corrective action,
3 unless mutually agreed otherwise.
4

5 **36.6 Grievability/Arbitrability.**

6 Formal counseling may be grieved beginning at Step One or Step Two of the
7 grievance procedure and up to Step Three Mediation only.
8

9 Final counseling, demotion, and dismissal may be grieved through every step of
10 the grievance procedure beginning at Step Two.
11

Tentatively Agreed To:

For the Union:

DocuSigned by:
Thomas Wray 9/14/2022
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For the Employer:

DocuSigned by:
Banks Evans 9/14/2022
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DocuSigned by:
Paula Lukaszek 9/14/2022
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DocuSigned by:
Brian Edwards Jr. 9/14/2022
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DocuSigned by:
Jennifer Thomas 9/14/2022
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Date

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ARTICLE 37 – EMPLOYEE ASSISTANCE PROGRAM

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The Employer will continue to offer an Employer supported Employee Assistance Program for all employees covered by this Agreement. Employees can request, and Employer will consider, adjustments in schedule to allow access to the services of the Employee Assistance Program.

The Employee Assistance Program will protect the confidentiality of those employees using their services.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas W. Paul</i> 8/22/2022 4C1DA2C371AA409...</p> <hr/> <p>DocuSigned by: <i>Paula Lukas</i> 8/23/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards Jr.</i> 8/25/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Donna J. ...</i> 8/23/2022 687E6A562550460...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 8/19/2022 G6469E99932C427...</p>
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Date

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ARTICLE 38 – SENIORITY, LAYOFF, REHIRE

38.1 a. Seniority.

Layoff seniority is defined as the continuous length of service in calendar days with the Employer from the most recent date of hire. Service of less than full time shall be considered full time. Time spent on paid or unpaid ~~leave time off~~ will not impact layoff seniority. Time spent on the layoff rehire list shall not be included in computing layoff seniority. Permanent employees who are veterans or their unmarried widows/widowers shall have added to their seniority the veteran's active military service to a maximum of five (5) years credit. Time spent on military duty ~~time offleave~~, paid or unpaid, or time spent on ~~unpaid time offleave without pay~~ to work for the union in accordance with Article 29, is included in seniority calculation. Probationary employees are not vested with seniority credits until successfully completing the probationary period.

Seniority shall be lost following a break in service including resignation, termination for cause, failure to return from a leave of absence, expiration of rehire rights. Neither time spent on leave of absence, the layoff rehire list, or on cyclic year leave shall be considered a break in service.

Employees who enter into the bargaining unit from other positions at the University of Washington shall be credited with layoff seniority for all seniority earned in the State classified service while employed at the University. Employees who enter into the bargaining unit from other state agencies and institutions of higher education shall earn layoff seniority from the first day of coverage under this Agreement.

b. Department Seniority.

Department seniority is defined as continuous length of service in calendar days within the employee's department and where applicable, shall be used for internal department processes, such as vacation and schedule bids.

c. Layoff Seniority Tiebreaker.

For the purposes of layoff only, when it is necessary to determine the order of seniority among bargaining unit members whose contract seniority is identical, a random chance method will be employed to select the names of those employees one at a time. The University shall inform the Union every time this method is necessary and will provide proof of the seniority tie.

When selecting among employees whose seniority is identical, the Union may be represented by any individuals it chooses, and will draw the names. The University will be represented by a manager/administrator from the Department involved and a representative from Human Resources.

The first employee selected will be considered the most senior; the last employee selected will be considered the least senior.

1 38.2 a. Layoff.

2 (1) Whenever it becomes necessary for the Employer to reduce its workforce
3 due to lack of work, lack of funds, or good faith reorganization for efficiency
4 purposes, the Employer shall use the following procedure. The Employer will
5 notify the Union of impending layoffs thirty (30) calendar days in advance of
6 implementation so that reasonable alternative proposals can be considered.
7 Whenever possible the Employer will provide more than minimum notice.

8
9 (2) The Employer shall not lay off bargaining unit employees in lieu of
10 disciplinary action.

11
12 (3) Employees will be laid off in accordance with seniority, as defined in Article
13 38.1(a)

14
15 b. Employment Option.

16 The employee affected by the reduction in force shall be offered the following
17 employment options in descending order, provided they meets the essential
18 skills (defined as the minimum qualifications listed in the job description for the
19 classification and any specific position requirements or credentialing) of the
20 offered position.

21
22 1. A funded vacant position within the same job classification, FTE, and
23 layoff unit (set forth in Appendix IV).

24
25 4.2. A funded vacant position within the same job classification within .2
26 FTE status and layoff unit.

27
28 2.3. The opportunity to replace the most junior employee within the
29 layoff/seniority unit (set forth in Appendix IV) in the same classification
30 and in an FTE status within .2 FTE status of the employee affected by
31 the reduction in force. (For example, if a .8 FTE position is being
32 abolished, the employee affected is eligible to replace the most junior
33 individual in a .6 to 1.0 FTE position)

34 3.4. The opportunity to replace the most junior employee in the same
35 classification with a lower FTE status than their own within the
36 layoff/seniority unit.

37
38 4.5. The opportunity to replace the most junior employee within the same
39 department who is:

- 40
41 a. In a lower classification in the same series as the employee
42 affected by the reduction in force; and
43 b. Within .2 FTE of the employee affected by the reduction in force.

44
45 c. Notice.

1 The Employer shall identify the positions to be abolished and the employee(s) to
2 be affected and shall notify employees in these positions, with notice to the
3 union, not less than thirty (30) calendar days prior to the abolishment of the
4 positions, pay the employee in lieu of notice, or combine pay and notice.
5 Whenever possible the Employer will provide more than minimum notice. The
6 notice shall include:

7
8 (1) The effective date of the layoff and a reference to the employee's rights
9 under this Article, and

10
11 (2) Identification of the employment option being offered, if applicable.
12

13 In accordance with 38.2.b. above, if the incumbent in a position to be abolished
14 has an opportunity to replace the most junior employee within the layoff/seniority
15 unit, the incumbent will be given up to three (3) calendar days to determine if
16 he/she wants to replace the junior employee or be placed on the rehire list.
17 Vacant positions or those held by probationary employees within the
18 layoff/seniority unit will be considered a more junior position.
19

20 d. FTE Increase or Reduction.

21 An employee in a position that is not abolished but is increased or reduced in
22 FTE status and who will remain benefit eligible after the reduction or increase
23 will have the choice of staying in the reduced or increased position and going
24 on the rehire list for the position and FTE status held by the employee
25 immediately prior to the increase or reduction or exercising available layoff rights
26 under 38.2. The employee must exercise this choice within three (3) working
27 days of the increase or reduction notice.
28

29 e. Voluntary Layoff:

30 Appointing authorities will allow an employee in the same job classification and
31 department where layoffs will occur to volunteer to be laid off provided that the
32 employee is in a position requiring the same skills and abilities, as a position
33 subject to layoff. Any volunteer for layoff shall have no formal layoff option. If
34 the appointing authority accepts the employee's voluntary request for layoff, the
35 employee will submit a non-revocable letter stating they are accepting a
36 voluntary layoff from the University. The employee will be placed on all
37 applicable rehire lists.
38

39 f. Rehire.

40 The Employer shall make a concerted effort to re-employ bargaining unit
41 members on the rehire list. Bargaining unit members on the rehire list are eligible
42 to take all Professional & Organizational Development (POD) courses on a
43 space available basis upon payment of designated fees. Employees without
44 employment options will be placed on the rehire list(s) designated by the
45 employee for twenty-four (24) months. In addition to the rehire list for the

1 classification and FTE status from which the employee was laid off, employees
2 identified for layoff may request placement on the following rehire lists:

3
4 (1) For positions of a lower FTE status in the classification from which the
5 employee was laid off (or equivalent if prior classification has been
6 abolished); and

7
8 (2) For positions in other classifications in which the employee previously
9 held permanent status; and

10
11 (3) Lower classes in the series from which the employee was laid off.
12 The Employer will refer an employee from the designated rehire list(s) for
13 any open positions in the bargaining unit for which the laid off employee
14 possesses the essential skills. For classifications which have separate job
15 codes in the Campuswide and Harborview Bargaining Units, Rehire lists will
16 include both job codes. Employees referred from the rehire list(s) who
17 possess the essential skills needed for a vacant position will be offered the
18 position prior to the Employer posting for competitive recruitment. From
19 among these employees, offers will be made in seniority order, most senior
20 person first. Job requests for positions for which there are employees on
21 rehire list(s) may not be withdrawn solely to avoid hiring laid off employees.

22
23 (4) The Employer will provide a copy of the Rehire List to the Union upon
24 request.

25
26 (5) When the job classification the employee was laid off from is represented
27 by both SEIU 925 and WFSE ~~1488-Local 1495 or Local 3488~~ the employee
28 will be placed on the rehire list for the specific job classification for both
29 unions.

30
31 g. Rehire Trial Period.

32 Employees placed into vacant positions from the rehire list will serve a six (6)
33 week rehire trial period. During the rehire trial period either party may, at its
34 sole discretion and without resort to the grievance procedure, initiate return to
35 the rehire list. Time spent in a rehire trial period will not count toward the twenty-
36 four (24) month rehire list period. The six (6) week rehire trial period will be
37 adjusted to reflect any paid or unpaid leave taken during the period.

38
39 h. Corrective Action.

40 Final Counseling that occurs within the six (6) months prior to the layoff will be
41 considered in effect should the employee be rehired. The employee will
42 continue to be subject to any consequences of not following the directives
43 and/or action plan(s) specified in the current corrective action.

44
45 i. Removal from List.

46 Removal from the rehire list(s) will occur for any of the following circumstances:
47

- 1 (1) If placement does not occur within twenty-four (24) months,
- 2
- 3 (2) If the employee refuses two (2) offers of placement for a position having
- 4 the same pay, FTE status and shift as the position from which the employee
- 5 was laid off. In such case, the employee will be removed from all other rehire
- 6 lists and will have exhausted their rehire rights.
- 7
- 8 (3) If the employee was placed into two (2) vacant positions for which the
- 9 employee has failed to complete the rehire trial period.
- 10
- 11 (4) If the employee accepts any offer of placement from any rehire list and
- 12 completes the rehire trial service period for a position with the same FTE
- 13 status and pay as the position from which the employee was laid off.
- 14
- 15 (5) Employees who reject two (2) offers of placement from a list for a position
- 16 of a lower FTE status than that which the employee held immediately prior
- 17 to layoff will be removed from that list.
- 18
- 19 (6) Employees who reject one (1) offer of placement from a list for a position
- 20 in a classification other than that from which the employee was laid off will
- 21 be removed from that list.
- 22

23 j. Rehire List Crossover.

24 Employees within an SEIU Local 925 represented bargaining unit may, in
25 accordance with this Article, be placed on the rehire list for positions in another
26 SEIU Local 925 represented bargaining unit.

27
28 38.3 Rehire Wages and Increment Date.

29 When employees are rehired from layoff status the progression start date and
30 annual leave accrual date will be reestablished and extended by an amount of time
31 in calendar days equal to the period of time spent on the rehire list prior to rehire.
32 Employees placed from the rehire list into positions with the same salary range
33 held at the time of layoff shall be placed at the same step in the range held at the
34 time of layoff. Employees placed from the rehire list into positions with a lower
35 salary range than held at the time of layoff shall be placed in a salary step, not to
36 exceed top automatic step, nearest to, but not in excess of, the salary held at time
37 of layoff.

38
39 38.4 Affirmative action goals may be considered at any point during the layoff or rehire
40 process.

41
42 38.5 Benefits and Temporary Services.

43 Employees on the rehire list who follow the rules prescribed by Temporary
44 Services may be referred to temporary positions and can receive employer paid
45 health benefit coverage if they meet the eligibility requirements as determined by
46 the State.

1

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<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wray</i> 14/2022 4C1DA2C371AA409...</p> <hr/> <p>DocuSigned by: <i>Paula Wkaszek</i> 14/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards Jr.</i> 14/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jennifer Thomas</i> 14/2022 687E6AF63EE0469...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 9/14/2022 C5469E99932C427...</p>
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Date

ARTICLE 39 – RESIGNATION AND ABANDONMENT

39.1 Resignation. Employees are encouraged to provide at least two weeks’ notice of resignation. A written or oral resignation may be withdrawn within twenty-four (24) hours excluding the employee’s scheduled days off and holidays off, after submitting the resignation. The employee may only withdraw one resignation per position held. The Employer may permit withdrawal of resignation at any time.

39.2 Presumption of Resignation/Abandonment.

a. An employee who fails to appear for work and report absence to the supervisor, in accordance with departmental policy, on three (3) consecutive scheduled workdays, shall be deemed to have resigned. Notice of separation will be sent to the employee’s last known address on record with the UW Payroll Office via certified mail after the third (3rd) consecutive day of absence. Prior to sending the notice, the Employer will attempt to contact the employee through current home telephone and emergency contact numbers on record in Employee Self-Service and departmental records.

b. Within fourteen (14) calendar days of mailing the separation notice and upon proof that the failure to report absent could not reasonably have been avoided, an employee may submit to the supervisor a written petition for reinstatement. The Employer’s decision to not reinstate may be grieved according to the grievance procedure in Article 6.

39.3 Separated employees have the right to compensation for accrued vacation leave and compensation time according to University policy.

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<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wray</i> 14/2022 4C1DA2C271AA409...</p> <hr/> <p>DocuSigned by: <i>Paula Lukasz</i> 14/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards</i> 29/22 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jennifer Jackson</i> 2022 687E6AF63EE0469...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 9/14/2022 C5469E99932C427...</p>
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Date

ARTICLE 40 – MANDATORY SUBJECTS

40.1 The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject.

A. The Employer will notify the Executive Director of the Union [at mandatorynotice@wfse.org](mailto:mandatorynotice@wfse.org) of these changes in writing, citing this Article. The written notice must include:

1. A description of the intended change, including information relevant to the impacts of the change on employees and a list of the job classifications and names of affected employees if known;
2. Where the change will occur; and
3. The date the Employer intends to implement the change.

B. Within thirty (30) calendar days of receipt of the written notice the Union may request negotiations over the changes. The timeframe for filing a demand to bargain will begin after the Employer has provided written notice to the Union. The thirty (30) calendar day period may be used to informally discuss the matter with the Employer and to gather information related to the proposed change. The written notice requesting bargaining must be filed with Human Resources Labor Relations (LR) at laborrel@uw.edu and shall include at least three (3) available dates and times to meet.

C. In the event the Union does not request negotiations within thirty (30) calendar days of receipt of the notice, the Employer may implement the changes without further negotiations.

D. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.

40.2 Unless agreed otherwise, the parties agree to begin bargaining within thirty (30) calendar days of receipt of the request to bargain. If the union makes a request for information at the same time as the request to bargain, the thirty (30) calendar days will not begin until the information request has been fulfilled. Information requests made after the request to bargain will not delay the scheduling of discussion and/or negotiations. The parties shall agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities. The Union will provide the Employer with the names of its employee representatives at least seven (7) calendar days in advance of the meeting date unless the meeting is scheduled sooner, in which case the Union will notify the Employer as soon as possible.

Release Time

- 1 a. The Employer shall approve paid release time for up to four (4) employee
- 2 representatives who are scheduled to work during the time meetings or
- 3 negotiations are being conducted, provided the absence of the employee will
- 4 not interfere with the operating needs of the Employer. The Employer may
- 5 approve leave without pay for additional employee representatives provided
- 6 the absence of the employee will not interfere with the operating needs of the
- 7 Employer. If the additional employee absence is approved, the employee(s)
- 8 may use personal holiday, vacation time off, holiday credit, or compensatory
- 9 leave instead of leave without pay.
- 10
- 11 b. No overtime will be incurred as a result of bargaining and/or preparation for
- 12 bargaining.
- 13
- 14 c. The Union is responsible for paying any travel or per diem of employee
- 15 representatives. Employee representatives may not use a state vehicle to
- 16 travel to and from a bargaining session, unless authorized by the Employer
- 17 for Business Purposes.
- 18

Tentatively Agreed To:

For the Union:		For the Employer:		
DocuSigned by:	DocuSigned by:	DocuSigned by:	DocuSigned by:	DocuSigned by:
<i>Thomas Wray</i>	<i>Jennifer</i>	<i>Thomas</i>	<i>Paula Lukas</i>	<i>Edwards</i>
<i>Banko Evans</i>				
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8/25/2022	8/25/2022	8/27/2022	8/29/2022	8/24/2022

19 Date
20

ARTICLE 41 – NEW EMPLOYEES

41.1 New Employees.

- A. The Employer will-may offer a regularly scheduled, in-person, all day new employee orientation which will include a benefits orientation. The orientation will be offered by the office of Professional and Organizational Development in coordination with the Benefits Office and the Employer will may require new employees from the Seattle Main Campus to attend. The new employee orientation may take place virtually.
- B. A Union representative shall be allowed up to thirty (30) minutes with employees during the new employee orientation. Such release time will be subject to the operational needs of the department and does not count as time worked for the purpose of calculating overtime.
- C. If the University conducts orientation on-line, the Union will be permitted to display a reasonable amount of information as part of the program.
- D. For employees hired into the bargaining unit who do not attend the orientation described in A and B above, within ninety (90) days of the employee’s start date, the Employer will provide the Union access to the employee during the employee’s regular work hours to present information about the Union. This access will be provided at the employee’s regular worksite, or at a location mutually agreed to by the Employer and the Union and will be for no less than thirty (30) minutes.

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<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wray</i> 14/2022 4C1DA2C371AA409...</p> <hr/> <p>DocuSigned by: <i>Paula Lukas</i> 9/14/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards</i> 9/14/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jennifer Thomas</i> 9/14/2022 687E6AF63EE0469...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 9/14/2022 C5469E99932C427...</p>
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Date

ARTICLE 42 – UNION ACTIVITIES, RIGHTS, AND STEWARDS**42.1 Staff Representatives**

- a. Within thirty (30) calendar days from the effective date of this Agreement, the Union shall provide the Office of Labor Relations a list of staff representatives. The Union shall provide written notice to the Employer of any changes within thirty (30) calendar days of the change.
- b. Staff representatives may access University premises to carry out representational activities. The representative shall notify local management prior to their arrival and shall not interrupt the normal operations of the institution. The staff representative may meet with bargaining unit employees in non-work areas during non-work times.

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

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

42.2 Union Stewards

- a. The Employer recognizes the right of the Union to designate union stewards who shall be permitted without unnecessary delay to devote reasonable periods of time (for example, time to travel to the meeting site, 10-15 minutes to confer with the employee prior to the meeting) during normal working hours to present any grievance to the supervisor or designated representative for which adjustment has been requested by an employee or group of employees.
- b. Time off for processing grievances shall be granted to a Union steward by supervision following a request but in consideration of any job responsibilities. If permission for time off cannot be immediately granted, the supervisor will arrange for time off at the earliest possible time thereafter.
- c. The Union shall prevail upon all employees in the bargaining unit and especially Union stewards, to make a diligent and serious attempt to resolve complaints at the lowest possible level. The Employer, likewise, shall prevail upon its supervisory personnel to cooperate fully with the Union stewards and other Union representatives in the speedy resolution of any grievance that may arise.

- 1
- 2 d. A record of a steward's work time spent on grievances or other authorized
- 3 activity on behalf of the Union shall be maintained on a basis mutually
- 4 agreeable between the Union and the department involved.
- 5
- 6 e. In the event the Employer determines that the amount of work time used by
- 7 any steward on grievances or other authorized Union activities is unreasonable,
- 8 it may become a topic for mutual discussion between the parties.
- 9
- 10 f. Union stewards shall primarily conduct representational duties only within their
- 11 designated area of jurisdiction. Stewards may represent members in another
- 12 jurisdiction if the steward designated for that other jurisdiction is unavailable
- 13 (e.g. away on approved leave), has a conflict, or if there is no steward in that
- 14 area. In the event that a steward is unavailable, the steward of the next
- 15 geographically closest designated jurisdiction will be contacted to represent the
- 16 employee. The number of stewards in a particular area and the jurisdiction
- 17 they serve shall be an appropriate subject of discussion between the Union and
- 18 the Employer.
- 19
- 20 g. The Union agrees to submit an up-to-date list to the Office of Labor Relations
- 21 once per quarter indicating the name of all Union stewards, their work locations,
- 22 department, jurisdiction and designation as an Officer. In any event, said list
- 23 shall be submitted at least annually with changes noted as they occur. Union
- 24 stewards shall be recognized when the Office of Labor Relations is informed of
- 25 their appointment. Areas of jurisdiction are as follows: UWMC, South Campus
- 26 HSB, HMC, Health Sciences, South Lake Union, Downtown, Airlift Northwest,
- 27 UW Tower, Bothell Campus, Tacoma Campus, Seattle Campus, and
- 28 Sandpoint. Stewards shall be assigned by the union. Lead Stewards, shall be
- 29 recognized to have broader jurisdictions.
- 30
- 31 h. Whereas it benefits the University to have Union stewards who understand the
- 32 contract and are trained in administration of the contract, each of the Union's
- 33 stewards shall be allowed a total of eight (8) working hours annually without
- 34 loss of pay to participate in the Union's steward training program. Said time off
- 35 shall be approved in advance by the employee's supervisor and shall be
- 36 contingent upon the ability to provide coverage during the time off.
- 37

38 The Union shall submit to the Office of Labor Relations at least fifteen (15) days

39 in advance the names of the employees (with their respective supervisors) that

40 are scheduled to participate in the training. The Union will confirm the

41 employee's participation in the training upon completion.

42

- 43 i. New Steward Training: Where the Union requests in advance of an
- 44 investigatory meeting/fact finding, Step One, or a Step Two hearing that a
- 45 second steward (apprentice) be present for training purposes, this release will
- 46 be approved without loss of pay or recorded work time subject to the

1 operational needs of the second steward's department. The Employer may
2 deny requests for a second steward to attend an investigatory meeting/fact
3 finding within the employee's department. No overtime or compensatory time
4 will be earned for participation and no steward shall attend as a second steward
5 more than once.

7 42.3 Union Business Activities

- 8
- 9 a. Employees who intend to absent themselves from work for the purpose of
10 attending and participating in Union business functions or programs, such as
11 meetings, conventions, seminars, or other authorized meetings at the Union's
12 request, may do so with supervisory approval. The Employee may use paid or
13 unpaid time consistent with University policy. Employees may use paid time in
14 the following order: 1) compensatory time, 2) holiday credit, 3) personal holiday
15 (whole day absences only, 4) accrued vacation time off. Unless this would
16 result in the loss of vacation time.
- 17
- 18 b. The employee shall request leave from the Employee's immediate supervisor
19 at least two (2) weeks prior to the planned absence.
- 20

21 42.4 Use of State Facilities, Resources, and Equipment

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

29

30 b. E-mail, Fax Machines, the Internet, and Intranets

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

34

- 35 1. Result in little or no cost to the Employer;
36 2. Be brief in duration and frequency;
37 3. Not interfere with the performance of their official duties;
38 4. Not distract from the conduct of state business;
39 5. Not disrupt other state employees and will not obligate other employees to
40 make a personal use of state resources; and
41 6. Not compromise the security or integrity of state information or software.
- 42

43 The Union and its union delegates will not use the above referenced state
44 equipment in a manner that is prohibited by the Executive Ethics Board.

1 Communication that occurs when using state-owned equipment is the
2 property of the Employer.

- 3
4 c. Bulletin Boards and Distribution of Union Material. Upon request, space will be
5 made available to the Union on bulletin boards in those areas where bargaining
6 unit employees work or frequent, for the posting of notices and information
7 pertaining to official business of the Union. Materials posted on Union bulletin
8 boards without the signature of a recognized Union officer or representative
9 may be removed.

10
11 Employees shall have the right to distribute official Union information materials
12 during hours off work. Such distribution of official material shall not interfere
13 with the work assignments of employees who are on duty. Further, such
14 distribution activities must be held in locations which cause no interference with
15 the various departments normal operations or with any employees who may
16 not be involved or interested.

17
18 **42.5 Temporary Employment with the Union**

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

28
29 **43.6 Information Requests**

30 A. Upon written request of the staff representative or steward to the Office of
31 Labor Relations (laborrel@uw.edu), the Employer will provide relevant
32 information necessary for conducting representational duties. Information will be
33 provided within a reasonable timeframe and without requiring the Union to file
34 with the Public Records Office.

35
36 B. The Employer will acknowledge receipt of the information request and will
37 provide the union with a date by which the information is anticipated to be
38 provided.

39
40 C. When the Union submits a request for information that the Employer believes
41 is unclear or unreasonable, the Employer will contact the Union staff
42 representative and the parties will discuss the relevance and necessity of the
43 request. The costs associated with the request and the amount the Union may
44 pay for receipt of the information may also be discussed.
45
46

Tentatively Agreed To:

For the Union:

DocuSigned by:

Thomas Wragg 9/14/2022

4C1DA2C371AA409...

DocuSigned by:

Paula Lukaszuk 9/14/2022

4E12A96D3AE54A9...

DocuSigned by:

Brian Edwards Jr 9/14/2022

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DocuSigned by:

Jennifer Thomas 9/14/2022

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For the Employer:

DocuSigned by:

Banks Evans 9/14/2022

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Date

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ARTICLE 43 – JOINT UNION/MANAGEMENT COMMITTEES

- 1
2
- 3 43.1 The Joint Union/Management Committee shall normally be composed of up to
4 three members at the departmental level or six members at the University-wide
5 level plus two Union staff representatives. The Employer shall be represented by
6 a like number on the Committee.
7
- 8 43.2 The purpose of the Committee is to provide a forum for communication between
9 the parties to this Agreement to deal with matters of general Union/Management
10 concern. The Committee shall also function as a mechanism for resolving
11 problems/concerns of a mutual nature; and/or any policy of the University which
12 affects the bargaining unit and which either party requests be placed on the
13 agenda. It is agreed by the parties that the Employer will discuss with
14 representatives of the Union significant changes affecting institutional conditions
15 of employment generally affecting bargaining unit employees thirty (30) calendar
16 days in advance of targeted implementation dates of said changes so that
17 reasonable alternative proposals can be adequately discussed and considered by
18 the Union/Management Committee.
19
- 20 43.3 Meetings of the Union/Management Committee shall normally be held during
21 University business hours and at a mutually agreeable time and date. Participants
22 shall experience no loss in salary for participating in the pre-meeting and meetings;
23 however, such time is not construed as work time, and no overtime shall be
24 claimed or paid for meetings attended outside of an employee's regular work
25 hours.
26
- 27 43.4 The Union/Management Committee shall have no bargaining authority; however,
28 any agreements reached through this process shall be reduced to writing and
29 supported by the Union representatives and Management.
30
- 31 43.5 The agenda shall be limited to items that are of a group rather than an individual
32 interest or concern and shall not include individual grievances properly processed
33 under the grievance procedure article. If a concern is not resolved and is also
34 grievable, a grievance may be filed pursuant to Article 6. If the parties mutually
35 agree, the matter will be submitted at Step 3 (mediation). The grievance must still
36 be timely in accordance with Article 6 Grievance Procedure.
37
- 38 43.6 Disposition of matters covered in a Union/Management Committee shall not
39 contradict, add to or otherwise modify the terms and conditions of the Agreement
40 unless otherwise mutually agreed to in writing by the Director for Labor Relations
41 and the Union Business Representative.
42
- 43 43.7 With the understanding between the parties that problem solving can best be
44 achieved at the lowest possible level, nothing in the foregoing paragraphs shall in
45 any way preclude discussions and/or meetings between the Employer and Union

1 Shop Stewards or staff representatives on matters appropriate for resolution at the
2 department level. Such agreements shall not be considered precedent setting.

3
4 43.8 The following four (4) departmental Joint Union/Management Committees will be
5 scheduled to meet quarterly, unless both parties agree to meet less or more
6 frequently:
7

8 A. UW Seattle Campus Facilities Services- Includes Building Services, Campus
9 Engineering and Operations, Facilities Maintenance and Construction, Finance
10 and Business Services, and Transportation Services

11 B. Housing and Food Services

12 C. University of Washington Medical Center

13 D. Harborview Medical Center
14

15 Agenda items must be provided at least fifteen (15) days in advance of the meeting. If
16 agenda items are not provided at least fifteen (15) days in advance of the meeting either
17 party may cancel the meeting.

18
19 The Union must submit all release requests at least fifteen (15) days in advance of the
20 meeting.

21
22 43.9 Joint Union/Management meetings for Bothell and Tacoma campuses will be
23 scheduled as needed and upon mutual agreement.

24
25 43.10 Ad hoc Joint Union/Management committee meetings for individual departments
26 and/or to address a specific workplace issue will be formed and scheduled upon request
27 of either the Union or the Employer.
28

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas U...</i> 8/22/2022 4C1DA2C371AA409...</p> <p>DocuSigned by: <i>Paula U...</i> 8/23/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards Jr.</i> 8/25/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>...</i> 8/23/2022 682F6A5635F0469</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 8/19/2022 C5469E99932C427...</p>
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29 Date
30

ARTICLE 44 – CLASSIFICATIONS AND RECLASSIFICATION

1
2
3 44.1 Employer will allocate positions on a “best fit” basis to the most appropriate
4 classification at the University of Washington. Allocations shall be based on a
5 position’s duties, responsibilities, or qualifications.

6
7 44.2 Reallocations shall be based on a permanent and substantive change in the duties,
8 responsibilities, or qualifications of a position or application of the professional
9 exemption criteria set forth in RCW 41.06.070(2).

10
11 44.3 (a) Should the University decide to create, eliminate or modify class
12 specifications which does not involve a major restructure to the overall
13 classification system, it will notify the Union in advance of implementing the
14 action. Notification will include the bargaining unit status of the classification and,
15 for a newly created or modified classification considered to be in the bargaining
16 unit, a proposed salary. Notification will occur at least forty-five (45) days in
17 advance of any proposed implementation date. At the Union's request the
18 University will meet and confer with the Union over its proposed action.

19
20 (b) An employee occupying a position reallocated to a class with a lower salary
21 range maximum due to a class being created, abolished or modified will retain the
22 salary of their former position until reaching the top of the range of the former
23 position, and then will be frozen until the new class pay range catches up.

24
25 An employee(s) occupying a position reallocated to a class with a higher salary
26 range due to a class being created, abolished or modified will receive the same
27 step in the new range as the employee(s) held in the previous range. The
28 progression start date of the employee will remain unchanged.

29
30 (c) Within thirty (30) calendar days following implementation of the University's
31 decision to create or combine classifications per Article 44, or modify class
32 specifications for bargaining unit positions, the Union may file an appeal with the
33 Classification Review Hearing Officer selected under Article 44.6 of this contract,
34 to determine if the salary assigned to the classification is appropriate.

35
36 44.4 The Union may, at any time, propose a new classification with appropriate
37 justification. These proposals will be reviewed by the Compensation Office of
38 Human Resources which will accept, reject, or modify any proposal. The Union
39 and the Compensation office will meet and discuss the proposal within sixty (60)
40 days. This review is not grievable.

41
42 44.5 The University agrees to notify the Union of any proposed reclassifications of
43 occupied bargaining unit positions into non-bargaining unit positions at least thirty
44 (30) days prior to implementation.

45

1 44.6 Professional Staff Exemptions:
2

3 1. The University will make reallocations based on application of the
4 professional staff exemption criteria set forth in RCW 41.06.070 (including any
5 permanent and substantive change in the duties, responsibilities, or qualifications
6 of the position).
7

8 2. The Union and the University agree to a procedure that includes the
9 provision of information by the University and a meeting with the Union to discuss
10 and resolve issues regarding the transfer of work from the bargaining unit
11 within four (4) weeks of the University's initial notice to the union for a proposed
12 professional staff exemption.
13

14 3. All negotiations regarding transfer of any work from the bargaining unit shall
15 be concluded by the meeting described above, unless both parties agree to an
16 extension.
17

18 4. Disputes regarding professional staff exemptions shall be resolved by the
19 classification review hearing officer. The Hearing Officer shall make their decision
20 based on the criteria outlined in paragraph one (1) above. If the employee
21 appeals the exemption determination in any other forum the Union cannot
22 pursue the determination through the process outlined in this Article.
23

24 44.7 Position Review Process.

25 (a) The University, employee, or employee representative may request that a
26 position be reviewed when the requesting party believes that the basis of its
27 request has become a permanent requirement of the position. Employees and
28 employee representatives may not request that a position be reviewed more
29 often than once every six (6) months.
30

31 (b) The request must be complete and in writing on forms provided by the
32 University. Requests may be submitted to Human Resources or to an
33 employee's direct supervisor or department. Any party may submit additional
34 information, including the names of individuals, which the party believes is
35 relevant to the position review.
36

37 (c) An employee may request that a representative be present as an observer at
38 meetings with the University reviewer scheduled to discuss the request for
39 position review. At the employee's request a portion of such meetings shall be
40 conducted in a quiet and private location, away from the work station.
41

42 (d) The University reviewer will investigate the position and issue a written
43 response to the employee or employee representative within sixty (60)
44 calendar days from receipt, by Human Resources, of the completed request.
45 The response will include notification of the class and salary assigned when
46 the position is reallocated, or notification of the reasons the position does not

warrant reallocation when the request is not approved. Reclass requests may be submitted at either the departmental level or directly to Human Resources. Reclass requests submitted at the departmental level must be forwarded to Human Resources within thirty (30) calendar days.

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

(f) An employee may request reconsideration following receipt of the University's determination. Requests for reconsideration will not hold the timeframe for filing an appeal under this Article.

44.8 Position Review Appeal Process. If the Union wishes to appeal the decision of the University, it may appeal to the Classification Review Hearing Officer within thirty (30) calendar days following the date of the University's written response. Hearing Officer. The Hearing Officer shall be jointly selected by the parties within thirty (30) days of the execution of this contract and shall serve for a minimum of one (1) year from the date of selection. At that time the parties may choose to re-appoint the Hearing Officer or select a different Hearing Officer who will also serve for a minimum of one (1) year from date of selection.

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

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas W Paul</i> 8/22/2022 <small>4C1DA20371AA469...</small></p> <hr/> <p>DocuSigned by: <i>Paula Weeks</i> 8/23/2022 <small>4E12A96D3AE54A9...</small></p> <p>DocuSigned by: <i>Brian Edwards Jr.</i> 8/25/2022 <small>FDDA5369104A4F3...</small></p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 8/19/2022 <small>C5469E99932C427...</small></p>
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Date

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ARTICLE 45 – COMPENSATION, WAGES AND OTHER PAY PROVISIONS

45.1

A. Effective July 1, ~~2024~~2023, each classification represented by the Union will continue to be assigned to the same Pay Table and Salary Range as it was assigned on June 30, ~~2024~~2023 unless otherwise agreed. Effective July 1, ~~2024~~2023, each employee will continue to be assigned to the same Salary Range and Step that they were assigned on June 30, ~~2024~~2023 unless otherwise agreed.

B. Effective July 1, ~~2022~~2023, all Salary Ranges described in Section A above will be increased by four percent (4%). This increase will be based upon the salary schedule in effect on June 30, ~~2022~~2023.

B.C. Effective July 1, 2024, all Salary Ranges described in Section A above, will be increased by three percent (3%). This increase will be based upon the salary schedule in effect on June 30, 2024.

C.D. Employees who are paid above the maximum for their range on the effective date of the increase described in B or C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay. Employees who are Y-rated as of June 30, ~~2024~~2023 will continue to receive that salary if it is higher than the top step of the salary range for their classification as specified in Appendix I

45.2 Annual Salary Adjustment. Employees will receive an annual salary adjustment based on their progression start date until such time as the employee reaches the top automatic step of their salary range.

A. Movement on General Schedules: ~~Employees who are hired at the minimum available step of their pay range will receive a two (2) step increase to base salary following completion of six (6) months of continuous service and the date they receive that increase will be based on the employee's progression start date. Thereafter, employees will receive a two (2) step increase annually, based on their progression start date, until they reach the top automatic step of the pay range.~~

Employees ~~who are hired above the minimum available step of the pay range~~ will receive a two (2) step increase to base salary following completion of twelve (12) months of continuous service and the date they receive that increase will be based on the employee's progression start date. Thereafter, employees will receive a two (2) step increase annually, based on their progression start date, until they reach the top automatic step of the pay range.

1 B. Movement on Health Care Schedules: Employees who are hired on the Health
2 Care pay tables ~~(Appendices III and V) above the minimum available step of~~
3 ~~the pay range~~ will receive increment increases at the rate of one (1) step each
4 twelve (12) months until they reach the top of the pay range. The date they
5 receive that increase will be based on the employee's progression start periodic
6 increment date until they reach the top automatic step of the pay range.

7 ~~Employees who are hired on the Health Care pay tables (Appendices III, V,~~
8 ~~and VIII, as shown in Appendix V) at the minimum available step in the pay~~
9 ~~range will receive a one (1) step increase to base salary following completion~~
10 ~~of six (6) months of continuous service and the date they receive that increase~~
11 ~~will be based on the employee's progression start date. Thereafter, employees~~
12 ~~will receive a one (1) step increase annually, based on their progression start~~
13 ~~date, until they reach the top automatic step of the pay range.~~

14
15 C. When a date progression increase coincides with a promotional date, the
16 appointment to a new salary range, and/or a market adjustment, the
17 progression increase date will be applied first.

18
19 45.X Employee Recruitment and Retention (R&R) Step Increases. The
20 University, at its discretion, may approve additional increment increases at any
21 time. Such additional increment increases will not change an employee's
22 progression start date.

23
24 45.3 Job Profile Recruitment/Retention Increases Compensation. The Employer may
25 increase the salary of classifications that are experiencing recruitment/retention
26 problems.

27
28 45.4 Transfers/Lateral Movement. When an employee moves from one position to
29 another position in the same or a different classification at the same salary range,
30 the employee will retain their previous salary range and step.

31
32 45.5 Promotions/Reallocation/Reversion. Upon promotion or reallocation from a
33 position under this contract to another position under this contract with a higher
34 salary range, the affected employee shall be placed on the salary step of the new
35 range which reflects a minimum of a three (3) step increase, except for positions
36 on Health Care Professional/Technical pay tables, which shall receive a minimum
37 increase of 6%.

38
39 The new progression start date shall be the first of the current month for effective
40 dates falling between the first and fifteenth of the month and the first of the following
41 month for effective dates falling between the sixteenth and the end of the month.
42 An employee who voluntarily reverts or is reverted by the Employer during the trial
43 service period in their promoted position will have the previous salary range and
44 step they were was receiving prior to promotion reinstated.

45

1 45.6 Work Out of Class. When an employee is temporarily assigned by Management
2 in writing, which may include e-mail, to perform the principal duties of a higher level
3 position for a minimum period of one (1) working day, the employee shall be paid
4 a temporary salary increase (TSI) of at least five percent (5%) over the present
5 salary but not to exceed the maximum of the range for the higher classification.
6 Said increase shall be effective as of the first day of the assignment.

7
8 45.7 Downward Allocation Compensation. An employee occupying a position that is
9 reclassified to an existing class with a lower salary range shall be placed in the
10 salary step in the new range which is closest to the current salary, provided such
11 salary does not exceed the top automatic step of the new salary range.

12
13 45.8 Shift Differential Premium Pay. Employees assigned to evening or night shifts
14 shall receive a shift differential of at least \$1 per hour, except for those job titles
15 listed in Appendix II, which shall receive the applicable rates. Employees in Skilled
16 Trades job classifications assigned to evening or night shifts shall receive a shift
17 differential of at least \$2.00 per hour.

18
19 For the purposes of this Agreement, evening shift is defined as a majority of time
20 worked daily or weekly between 5:00 p.m. and 12:00 a.m. Night shifts defined as
21 a majority of time worked daily or weekly between 12:00 a.m. and 7:00 a.m.

22
23 Any classification which receives a higher shift differential on the effective date of
24 this Agreement shall continue to do so. Shift differential shall be paid for the entire
25 shift that qualifies. When an employee is regularly assigned to an evening or night
26 shift that qualifies for shift differential, they shall continue to receive the shift
27 differential during temporary assignment, not to exceed five (5) consecutive
28 working days, to a shift that does not qualify.

29
30 When an employee is compensated for working overtime during hours for which
31 shift differential premium pay is authorized, the overtime rate will be calculated
32 including the shift differential premium pay for evening or night hours.

33
34 45.9 Stand-By Pay (On Call).

35 Employees required to restrict their off-duty activities in order to be immediately
36 available for duty when called, will be compensated for time spent in standby
37 status. Rate of compensation for standby status for Health Care
38 Professional/Technical Classifications is listed in Appendix II. The Rate of
39 compensation for standby status for WFSE skilled Trades classifications will be
40 compensated at a rate of two-three dollars (\$3.00) per hour. The Rate of
41 compensation for standby status for all other classifications will be two dollars
42 (\$2.00) per hour. Employees who, on the effective date of this Agreement, receive
43 standby in excess of those rates shall continue to do so.—In addition to the pay
44 received while on standby, an employee called to work will be paid at their regular
45 salary for all hours worked.

46

1
2 45.10 Call Back Pay. When an employee has left the grounds and is called to return to
3 the work station outside of regularly scheduled hours, they shall receive two (2)
4 hours bonus pay plus time actually worked. The bonus pay shall be compensated
5 at the regular rate; time worked shall be compensated at time and one-half (1-1/2).
6 Time worked immediately preceding the regular shift does not constitute call back,
7 provided time worked does not exceed two (2) hours. When the employee is
8 provided at least eight (8) hours notice the call back premium does not apply. .
9 An employee on standby status (on call) called to return to the work station does
10 not qualify for call back pay.

11
12 45.11 Multilingual/Sign Language/Braille Premium Pay. Whenever a classified position
13 has a bona fide requirement for regular use of competent skills in more than one
14 language, and/or sign language and/or Braille, and the need for that skill is
15 specified in the employee's position description, the employee shall receive a
16 premium pay of five percent (5%) above the level normally assigned for that
17 position, except for those instances where the position is allocated to a class that
18 specifies these skills.

19
20 If the employee's position is allocated to a class that specifies these skills, the
21 employee will receive a premium pay of five percent (5%) above the level normally
22 assigned for that position only when the employee's position description states that
23 the position has a bona fide requirement for regular use of competent skills in three
24 (3) or more languages in addition to English.

25
26 If this requirement is not included in the employee's position description, refusal by
27 the employee to interpret will not result in corrective action.

28 45.12 Assignment Pay. The Employer agrees to pay a premium rate of at least \$1.75
29 per hour above an employee's base salary for the time an employee works in any
30 of the following assignments:

31 a. While wearing a fall protection safety harness, when required by an approved
32 Fall Protection Work Plan. While working with a fall protection monitor, when
33 required by an approved Fall Protection Work Plan.

34 b. While wearing a fitted, reusable respirator or supplied air respirator (PAPR,
35 SCBA, etc.) when required by an approved Work Plan. Assignment Pay for
36 respirator use does not apply to non-trades hospital staff.

37 c. While working in a Permitted confined space, with appropriate permits.

38 d. When wearing a fall protection safety harness as required for specific Aerial
39 Personnel Lift equipment or suspended platforms in accordance with WISHA
40 standards (currently 10').

1 e. Skilled Trades Bargaining Unit Only: While using required personal protective
2 equipment (PPE), above and beyond the standard uniform, to protect against
3 arc flash when required by an approved Work Plan.

4 When an employee performs qualifying work less than 1 hour, they will be paid
5 a minimum of one hour per day of assignment pay. Work exceeding one hour
6 per day will be paid based on actual time worked.

7 45.13 Preceptor. Surgical Technologists (18716) may serve as a preceptor after
8 successfully completing a preceptor workshop or equivalent documented training
9 and agreeing to and being appointed to be specifically responsible for planning,
10 organizing, and evaluating the new skill development of one or more newly hired
11 surgical technologists or perioperative registered nurses. This includes teaching,
12 clinical supervision, role modeling, feedback, evaluation (verbal and written) and
13 follow up of the new or transferring employee. Employees will receive a preceptor
14 premium pay of one dollar and fifty cents (\$ 1.50) per hour for all time spent
15 engaged in preceptor role responsibilities with/on behalf of the orienting
16 employees.

17
18 45.14 Late Payroll Checks. Regular payroll checks, either hard copy or electronic,
19 should be available to employees on payday. If the University is responsible for
20 delay in receipt of a regular payroll check, the University will work with the
21 employee to attempt to have any incurred fees waived.

22
23 45.15 Weekend Pay.
24 A. All hours worked on weekends by employees in applicable job titles shall
25 include a weekend pay premium in accordance with Appendix II.
26 A-B. All hours worked on
27 weekends (defined as Saturday and Sunday) by employees in the following
28 classifications at Harborview Medical Center and UW Medical Center-
29 Montlake Campus shall include a weekend pay premium of one dollar and
30 fifty cents (\$1.50): Custodian, Custodian Lead, Custodian Supervisor 1,
31 Custodian Supervisor 2.

32
33 45.16 Field Training Officer. When a Public Safety Officer has been designated as a
34 Field Training Officer for a new employee he/she will receive a five-seven percent
35 (57%) increase for all the hours they provide direct training/instruction.

36
37 ~~45.17 Custodian Compensation. Custodians working for Environmental Services at UW
38 Medical Center and Harborview will receive an Infection Control Premium pay of
39 \$1.00 per hour. (see proposed MOU)~~

40
41 Custodian Lead Assignment. Custodians assigned lead duties by the Employer
42 will be paid two dollars (\$2.00) ~~\$1.65~~ per hour for the duration of the assignment.
43 A lead is one who is assigned lead responsibilities as defined by management
44 but does not have supervisory authority. A lead assignment is delegated

1 responsibility for training, assigning, organizing and scheduling work and
2 reviewing completed work assignments. Lead assignment pay may be for an
3 indefinite period, solely determined by the Employer and it shall not provide the
4 basis for an allocation or reallocation under Article 44.

5
6 Existing lead custodian positions may be converted to lead assignments when
7 vacant, at management's option. Management decisions to create, modify, or
8 end any lead assignments under this section after July 1, 2013 are not grievable.
9 Employees holding lead job classifications as of July 1, 2013 will not be affected
10 by this section.

11
12 **45.18 Career Enhancement/Growth Program.**

13 The University will continue its Career Enhancement/Growth program. The
14 program will reward employees whose development of skills, increased
15 productivity, or assumption of higher level duties results in service enhancements
16 or efficiencies for the department in which the employee works.

17
18 CEGP steps on the respective pay tables (see Appendix V Pay Tables), will be
19 attained solely through the Career Enhancement/Growth program and will not be
20 based on length of service.

21
22 Employees in every classification covered by this Agreement-will be eligible for the
23 program. Employees are eligible to receive a Career Enhancement/Growth step
24 any time after they have been at the top automatic step in their pay range for a
25 minimum of one (1) year. Employees are eligible for the subsequent Career
26 Enhancement/Growth step beginning one (1) year after receiving the previous
27 step.

28
29 There will be no minimum or maximum number of employees who may receive
30 Career Enhancement/Growth steps. There will be no minimum or maximum
31 amount of money the University will spend on the Career Enhancement//Growth
32 program. Decisions about Career Enhancement/ Growth steps shall be made
33 within sixty (60) days of supervisory/ managerial/professorial recommendations.

34
35 Either employees or managers may initiate the CEGP application process. All
36 CEGP applications shall be forwarded to the Compensation Office, regardless of
37 approval or denial. If the application has been denied, the reason for the denial
38 must be documented.

39
40 The Compensation Office tracks CEGP applications, grants, and denials including
41 at a minimum the job class, department, employee id, the decision to grant or deny,
42 and the documented reason for any denial. If denied, the employee may appeal
43 to the decision-maker's supervisor.

44
45 The CEGP application form allows for the inclusion of up to three letters of
46 recommendation, and record years of experience in the position or field, as well as

1 years of service with the University in the Statement of Qualifications section. The
2 union will have access to this information on request.

3
4 The Career Enhancement/Growth program will not be a substitute for
5 reclassifications. Reclassifications will take priority over receiving Career
6 Enhancement/Growth steps such that if an employee qualifies to receive a Career
7 Enhancement/Growth step but could otherwise be reclassified, the employee will
8 be reclassified and will not simultaneously receive the Career
9 Enhancement/Growth step. Career Enhancement/Growth steps shall be
10 considered in calculating salary adjustment associated with promotion and upward
11 reclassification, but in no instance shall a salary in a new position be at a step
12 higher than the top automatic step in the new pay range, except for lateral transfers
13 where there is no mutual agreement not to exceed the top automatic progression
14 step in the new pay range.

15
16 The University agrees to regularly issue University-wide reminders promoting the
17 value of this program.

18
19 The parties will utilize the JLM committee to review the CEGP program periodically
20 with the goal to improve standards and accessibility.

21
22 The Career Enhancement/Growth program in its entirety is not subject to the
23 grievance procedure (Article 6).

24

Tentatively Agreed To:

<p>For the Union</p> <p>DocuSigned by: <i>Thomas Wray</i> 9/20/2022 4C1DA26371AA409...</p> <hr/> <p>DocuSigned by: <i>Paula Lukaszek</i> 9/20/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards</i> 9/20/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jennifer Thomas</i> 9/20/2022 687E6AF63EE0469...</p>	<p>For the Employer</p> <p>DocuSigned by: <i>Banks Evans</i> 9/20/2022 C5469E99932C427...</p>
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ARTICLE 46 – HEALTH CARE BENEFITS AMOUNTS

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46.1

- A. For the ~~2021-2023~~2023-2025 biennium, the Employer Medical Contribution (EMC) will ~~be contribute~~ an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured Uniform Medical Plan (UMP) Classic total weighted average of the projected medical premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). In no instance will the employee contribution be less than two percent (2%) of the EMC per month. The projected medical premium is the weighted average across all plans, across all tiers.
- B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances.
 - 1. In ways to support value-based benefits designs; and
 - 2. To comply with or manage the impacts of federal mandates.

Value-based benefits designs will:

 - 1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
 - 2. Use clinical evidence; and
 - 3. Be the decision of the PEBB Board.
- C. Article 46.1 (B) will expire June 30, ~~2023~~2025.

46.2

- A. The Employer will pay the entire premium costs for each bargaining unit employee for dental, basic life, and any offered basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this agreement, the Employer recognizes its obligation to bargain with the Coalition over the impacts of those changes within the scope of bargaining.
- B. If the PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.

46.3 Wellness

- A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.

1 B. The Coalition of Unions agrees to partner with the Employer to educate
2 their members on the wellness program and encourage participation.
3 Eligible, enrolled subscribers shall have the option to earn an annual one
4 hundred twenty-five dollars (\$125.00) or more wellness incentive in the
5 form of reduction in deductible or deposit into the Health Savings Account
6 upon successful completion of required Smart Health Program activities.
7 During the term of this Agreement, the Steering Committee created by
8 Executive Order 13-06 shall make recommendations to the PEBB
9 regarding changes to the wellness incentive or the elements of the Smart
10 Health Program.
11

12 46.4 The PEB Program shall provide information on the Employer sponsored
13 Insurance Premium Payment Program on its website and in an open enrollment
14 publication annually.
15

16 46.5 Medical Flexible Spending Arrangement

17 A. During January ~~2022-2024~~ and again in January ~~2023-2025~~, the Employer
18 will make available two hundred fifty dollars (\$250) in a medical flexible
19 spending arrangement (FSA) account for each bargaining unit member
20 represented by a Union in the Coalition described in RCW 41.80.020(3),
21 who meets the criteria in Subsection 46.5(B) below.
22

23 B. In accordance with IRS regulations and guidance, the Employer FSA
24 funds will be made available for a Coalition bargaining unit employee who:
25

26 1. Is occupying a position that has an annual full-time equivalent base salary
27 of ~~sixty-thousand dollars (\$60,000)~~ ~~fifty thousand four dollars (\$50,004)~~ or
28 less on November 1 of the year prior to the year the Employer FSA funds
29 are being made available; and
30

31 2. Meets PEBB program eligibility requirements to receive the employer
32 contribution for PEBB medical benefits on January 1 of the plan year in
33 which the Employer FSA funds are made available, is not enrolled in a
34 high-deductible health plan, and does not waive enrollment in a PEBB
35 medical plan except to be covered as a dependent on another PEBB non-
36 high deductible health plan.
37

38 3. Hourly employees' annual base salary shall be the base hourly rate
39 multiplied by two thousand eighty-eight (2088).
40

41 4. Base salary excludes overtime, shift differential and all other premiums or
42 payments.
43

44 C. A medical FSA will be established for all employees eligible under this
45 Section who do not otherwise have one. An employee who is eligible for

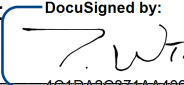
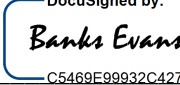
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Employer FSA funds may decline this benefit but cannot receive case in lieu of this benefit.

D. The provisions of the State’s salary reduction plan will apply. In the event that a federal tax that takes into account contributions to a FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.

~~E. Eligible employees will be provided information regarding the benefit and use of the FSA funds at new employee orientation, during open enrollment periods, and at the beginning of each plan year. The PEB Health Care Benefits Labor Coalition and Health Care Authority committee will confer on methods of ensuring eligible employees understand and are able to access information regarding the FSA benefit, including exploring ways for employees to access information in preferred languages.~~

Tentatively Agreed To:

<p>For the Union: <small>DocuSigned by:</small></p>  <p>9/21/2022</p> <p><small>4C1DA2C371AA409...</small></p>	<p>For the Employer: <small>DocuSigned by:</small></p>  <p>9/21/2022</p> <p><small>C5469E99932C427...</small></p>
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ARTICLE 47 – CONTRACTING

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47.1 The University will not contract out work which results in the layoff of bargaining unit employees. With the exception of emergencies or Skilled Trades contracting outlined in 47.2, the University will provide the Union thirty (30) days' notice of any contracting allowed under this article.

47.2 Skilled Trades Contracting – When contracting out work is deemed necessary by the Employer, a contracting out form will be provided to the union as soon as possible. The specifications of the form are outlined in Appendix VI and any changes to the form are subject to the parties' collective bargaining obligations. In contracting out work deemed necessary that does not result in layoff under this section, the Employer will not contract out such work for the purpose of avoiding overtime, not filling vacancies, or eroding the bargaining unit.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wray</i> 9/20/2022 4C1DA2C371AA409...</p> <hr/> <p>DocuSigned by: <i>Paula Lukaszek</i> 9/20/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards</i> 9/20/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jennifer Thompson</i> 9/20/2022 687E6AF63EE0469...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 9/20/2022 C5469E99932C427...</p>
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ARTICLE 48 – STAFFING CONCERNS

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48.1 Individual Staffing Concerns. Employees are strongly encouraged to bring concerns about workload issues to the attention of their supervisor or designee. Upon request, the supervisor or designee will provide direction and guidance that may include the setting of priorities and the adjustment of workload.

48.2 Departmental Staffing Concerns. Workload, work area and staffing considerations will be appropriate subjects for Joint Union/Management meetings (JLM). Upon request, a departmental JLM for staffing concerns will be scheduled for a mutually agreeable date, time, and length. The parties will make a good faith effort to schedule the JLM within thirty (30) days of the request.

48.3 The Employer will ensure that the reporting authority for each employee is clearly defined.

48.4 Assignment of Additional Duties. An employee who is assigned, on a long term basis, the duties of a position vacated by attrition, layoff, or other reasons, in addition to their job duties, shall have the right to meet with their supervisor to discuss the situation. If the initial meeting between the supervisor and the employee does not result in a satisfactory conclusion, the employee may request a subsequent meeting which a representative of the Union may attend.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wrag</i> 9/14/2022 4C1DA2C371AA409...</p> <hr/> <p>DocuSigned by: <i>Paula Lukasz</i> 9/14/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards</i> 9/14/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jennifer Johnson</i> 9/14/2022 687E6AF63EE0469...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 9/14/2022 C5469E99932C427...</p>
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ARTICLE 49 – PRIVACY

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49.1 Personnel, medical records, and other employment related files containing personal employee information, will be kept confidential in accordance with state and federal law and University policy.

49.2 The Employer will make a reasonable attempt to notify affected current employees when a public disclosure request, in which they are named, is received for information from their personnel file. The Employer will copy the Union on the notification to the employee. This notification does not apply to any public disclosure request from the employee, a request from the Union, one that includes a release signed by the employee, or a request for information otherwise available to the public.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wray</i> 8/22/2022 4C1DA2C371AA409...</p> <hr/> <p>DocuSigned by: <i>Paula Lukasick</i> 8/23/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards Jr.</i> 8/25/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jennifer M...</i> 8/23/2022 007E0A703EE0409...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 8/19/2022 C5469E99932C427</p> <hr/>
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ARTICLE 50 – NO STRIKE/LOCKOUT

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50.1 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 lockout any of the employees as a result of a labor dispute or grievance or disputes on personnel matters nor shall the Union condone or authorize a work stoppage, work slowdown, or any other curtailment of work in the bargaining units.

50.2 Should the employees engage in any unauthorized concerted action, the Joint Union/Management Committee shall immediately convene and shall continue to meet until the dispute is settled, and the employees involved shall immediately return to work and continue working. Any employee who refuses to perform their work may be subject to disciplinary action.


50.3 There will be no strike or lockout regarding any matters pertaining to the contents of this Agreement.

50.4 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.

50.5 Any action of an employee in refusing to cross, for their own personal safety, a picket line at the Employer’s premises in case of an officially declared strike by some other employee organization or union representing employees working for the Employer shall not constitute a violation of this clause of the Agreement, provided, however, that such a decision shall be made freely by the employee without coercion by either the Employer or the Union and provided further that nothing herein shall preclude the Employer from continuing to operate the University with or without temporary replacement personnel.

Tentatively Agreed To:

For the Union:	DocuSigned by: <i>Thomas Ward</i> 8/22/2022 4C1DA2C371AA409...	For the Employer:	DocuSigned by: <i>Banks Evans</i> 8/19/2022 C5468E99932C427...
	DocuSigned by: <i>Paula Lukaszek</i> 8/23/2022 4E12A96D3AE54A9...		
	DocuSigned by: <i>Brian Edwards Jr.</i> 8/25/2022 FDDA5369104A4F3...		

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ARTICLE 51 – BOARD OF REGENTS

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The Union may submit proposed agenda items to the President's Office for consideration for submission to the University of Washington Board of Regents. Such agenda items are to be submitted in accordance with procedures of the Board.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wolf</i> 8/22/2022 4C1DA2C371AA409...</p> <hr/> <p>DocuSigned by: <i>Paula Lukas</i> 8/23/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards</i> 8/23/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jenny</i> 8/23/2022 887E0A769EE6408...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 8/19/2022 C5469E99932C427...</p> <hr/>
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Date

ARTICLE 52 MOU – TRADES APPRENTICESHIP PROGRAM

~~If the Employer establishes a Trades Apprenticeship Program, it will be formed through the University of Washington Trades Apprenticeship Committee, which will be composed of up to six (6) Union representatives and up to six (6) Employer representatives. The Committee will design the Trades Apprenticeship Program and will establish a Trades Apprenticeship program only if the program design is agreed to by both parties. The Committee will conform to the standards of the Apprenticeship Rules, Chapter 296-05 WAC (Washington Administrative Code).~~

A. Beginning January 2023, the parties will create a University of Washington Trades Apprenticeship Committee to discuss, develop, and design a Campus Trades Apprenticeship program.

A.B. The Trades Apprenticeship program will include a compensation plan for mentors.

C. The Committee will conform to the standards of the Apprenticeship Rules, Chapter 296-05 WAC (Washington Administrative Code).

B.D. The committee will be composed of up to six (6) Union representatives and up to six (6) Employer representatives.

E. The Committee will review existing apprenticeship programs and will sponsor two (2) Trades staff and two (2) University management staff to attend an agreed upon accredited Trade Apprenticeship Hall training session related to Apprenticeship programs.

G.F. The committee will meet at least monthly and will utilize a mediator/facilitator. Monthly meetings will happen regardless of the availability of the mediator/facilitator. The parties will meet until there is mutual agreement on a Campus trades Apprenticeship program or June 30, 2024, whichever comes first.

G. The parties may decide to bring in a Union staff representative and Labor Relations staff if necessary.

D.H. Grievances filed for violations of this MOU may skip Steps 1, 2, and/or 3 of the grievance process as determined by the Union.

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Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wray</i> 9/19/2022 4C4DA2C371AA409...</p> <hr/> <p>DocuSigned by: <i>Paula Lukaszek</i> 9/20/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards Jr</i> 9/19/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jennifer Thomas</i> 9/19/2022 687E6AF63EE0469...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 9/19/2022 C5469E99932C427</p> <hr/>
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Date

ARTICLE 53 – WASHINGTON FAMILY MEDICAL LEAVE PROGRAM*

53.1 Washington Family Medical Leave Program effective January 1, 2020

The parties recognize that the Washington State Family and Medical Leave Program (RCW 50A.04) is in effect beginning January 1, 2020 and eligibility for and approval of leave for purposes as described under that Program shall be in accordance with RCW 50A.04. In the event that the legislature amends all or part of RCW 50A.04, those amendments are considered by the parties to be incorporated herein. In the event that the legislature repeals all or part of RCW 50A.04, those provisions that are repealed are considered by the parties to be expired and no longer in effect upon the effective date of their repeal.

Under RCW 50A, employer provided healthcare benefits must be maintained during a PFML leave, so interspersing time off is not required provided the employee qualifies for a reason under the federal FMLA. Under RCW 50A.15.060(2), the University has elected to offer supplemental benefits in the form of bereavement time off when the employee is qualified for PFML family leave per RCW 50A.05.010 10(d), sick time off, vacation time off, personal holiday, holiday credit, holiday taken, or compensatory time off.

Employees requesting PFML benefits through the Employment Security Department must provide notice to the University as outlined under RCW 50A.040.030.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wray</i> 8/22/2022 4C1DA2C371AA409...</p> <hr/> <p>DocuSigned by: <i>Paula Lukaszek</i> 8/19/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards Jr.</i> 8/25/2022 FDDA5389104A4F3...</p> <p>DocuSigned by: <i>Jennifer</i> 8/26/2022 69356AFC95E8100...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 8/19/2022 C5469E99032C427...</p>
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ARTICLE 54 – SUBORDINATION OF AGREEMENT AND SAVING CLAUSE

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

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

Tentatively Agreed To:

For the Union:

DocuSigned by:
Thomas W. Wadif 8/22/2022
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For the Employer:

DocuSigned by:
Banks Evans 8/19/2022
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DocuSigned by:
Paula Lukaszyk 8/23/2022
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DocuSigned by:
Brian Edwards Jr. 8/25/2022
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DocuSigned by:
Denise Spina 8/23/2022
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ARTICLE 55 – CONTRACT PUBLICATION

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55.1 Contract Distribution

Prior to posting on the Labor Relations website, the University will submit to the Union the electronic version of the collective bargaining agreement between the University of Washington and the WFSE. The Employer will post the agreement electronically on the Labor Relations website by the effective date of the agreement (July 1, 2023) or within sixty (60) days of legislative approval, whichever is later,

55.2 The Employer will provide all current and new employees with a link to the new Agreement. Translated versions of the Agreement can be found at: <https://hr.uw.edu/labor/staff-unions/wfse-master-contract/contract>

55.3 Each department or unit will maintain a paper copy of the contract accessible to all employees.

55.4 Each Human Resources Operations Office will maintain a paper copy of the agreement accessible to union members during normal business hours.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wrag</i> 14/2022 4G1DA2G371AA409...</p> <hr/> <p>DocuSigned by: <i>Paula Lukas</i> 9/14/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards</i> 9/14/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jennifer Thomas</i> 9/14/2022 687E6AF63EE0469...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 9/14/2022 C5469E99932C427 ...</p>
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Date

1 **ARTICLE 56 – UNION MEMBERSHIP DUES DEDUCTION, AND STATUS REPORTS**

2
3 **56.1 Notification.**

4 The Employer shall notify each employee hired into a bargaining unit position that
5 the position is included in a bargaining unit represented by a union through job
6 posting, new employee orientation, or appointment letter.

7
8 **56.2 Dues Deduction.**

9 Upon written authorization to the Union by an individual employee to become a
10 member of the Union and pay membership dues, the Employer shall provide for
11 the semi-monthly payroll deductions of union dues which are uniformly applied to
12 all members in those bargaining units in which the Union is the exclusive
13 bargaining agent. The Employer will honor the terms and conditions of each
14 employee’s signed membership card upon authorization by the Union.

15
16 A. The Union shall transmit to the Employer via a web based electronic reporting
17 system, by the cut-off date for each payroll period, the name and Employee
18 ID number of employees who have, since the previous payroll cut-off date,
19 provided authorization for deduction of dues, PEOPLE, or have changed their
20 authorization for deduction. The Employer will provide instructions and
21 templates for the web based electronic reporting system and provide a
22 calendar of required payroll cut-off dates.

23
24 **56.3 Indemnification.**

25 The Union and each employee in a designated bargaining unit hereby undertakes
26 to indemnify and hold the University, and its employees harmless from all claims,
27 demands, suits or other forms of liability that may arise against the University for
28 or on account of any deductions made from the wages of such employees or for
29 any action taken under this Article.

30
31 **56.4 Remittance of Dues.**

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

35
36 **56.5 Revocation.**

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

44
45 **56.6 Voluntary PEOPLE Deduction.**

1 During the term of this Agreement, the Employer shall deduct the sum specified
2 from the pay of each member of the Union who voluntarily executes a political
3 action contribution wage assignment authorization for PEOPLE (Public Employees
4 Organized to Promote Legislative). When filed with the Employer, the authorization
5 form will be honored in accordance with its terms. The amount deducted and an
6 electronic roster of all employees using payroll deduction for voluntary political
7 action contributions will be promptly transmitted to the Union by a separate check
8 payable to its order. Upon issuance and transmission of a check to the Union, the
9 Employer's responsibility shall cease with respect to such deductions. The Union
10 and each employee authorizing the assignment of wages for the payment of
11 voluntary political action contributions hereby undertakes to indemnify and hold the
12 Employer harmless from all claims, demands, suits or other forms of liability that
13 may arise against the Employer for or on account of any deduction made from the
14 wages of such employee.
15

16 56.7 Listing of Employees.

17 a. Authorized Use - All Reports

18 The information contained in the requested reports would be provided to each
19 Union for the sole and exclusive purpose of enabling the Union to fulfill their
20 representational responsibilities as the collective bargaining representative for
21 the UW employees about whom the information is requested. No personally
22 identifiable data will be published or shared by any Union, except among those
23 within each Union with a need-to-know for the purpose of enabling the Union
24 to fulfill its representational responsibilities as the collective bargaining
25 representative for the University employees about whom the data or
26 information is requested.
27

28 Information provided pursuant to this Section will be maintained by the Union
29 in confidence according to the law. The Union will indemnify the Employer for
30 any violations of employee privacy committed by the Union pursuant to this
31 Section.
32

33 **Each pay period UW shall provide the following four reports electronically in 34 EXCEL format**

35 **A. Total Compensation and deductions**

36 Name
37 Home Address
38 Home phone
39 Cell phone
40 Work phone
41 Work location (building)
42 Work location (address)
43 Work station or office (suite and/or number)
44 Employee ID number
45 Personal Email
46 UW email

- 1 UW mailbox
- 2 Employment status
- 3 Employment status effective date
- 4 Job classification
- 5 Department
- 6 Pay grade
- 7 Pay step
- 8 Pay rate salary
- 9 Hourly rate
- 10 Supervisor
- 11 Supervisor email
- 12 Race
- 13 Gender
- 14 DOB
- 15 Date of hire
- 16 Job title
- 17 Job class code
- 18 Shift
- 19 Deduction amount dues
- 20 Deduction amount other
- 21 Deduction amount PEOPLE
- 22 Total wages for the pay period
- 23 Total base pay for pay period
- 24 Total overtime pay for pay period
- 25 Total overtime hours per pay period
- 26 Total hours worked in the pay period
- 27 Days in the pay period
- 28 Total hours for each class/type of differential and or/ premium pay for the pay
- 29 period
- 30 Total wages for each class/type of differential and or/ premium pay for the pay
- 31 period
- 32 Total wages year to date.
- 33 Pension plan enrollment (which plan)
- 34 Position number
- 35 Medical plan enrollment (which plan)
- 36 Bargaining Unit
- 37 Total FTE
- 38 Anniversary date (step date)
- 39 Employment status (regular fulltime, regular part time, hourly, fixed duration part
- 40 time, fixed duration full time)
- 41

42 **B. All appointment list**

- 43 All information above with wages and codes organized by appointment including:
- 44 a. Id by each worker.
- 45 b. Appointment budget number(s)
- 46 c. Beginning date

- 1 d. End date
- 2 e. Department and /or hiring unit
- 3 f. College/Org name
- 4 g. Job Classification
- 5 h. Job Classification Code
- 6 i. Full time salary or hourly rate
- 7 j. Appointment/FTE Percentage
- 8 k. Appointment status
- 9 l. Appointment term
- 10 m. Distribution line information.
- 11 n. Position number
- 12 o. Earnings in last pay cycle
- 13 p. Hours worked in last pay cycle
- 14 q. FTE in last pay cycle

C. Change Report

- 17 Name,
- 18 Job classification,
- 19 Job classification code,
- 20 Department,
- 21 Employee id,
- 22 Original hire date,
- 23 Status change date,
- 24 Termination/separation date if any,
- 25 Reason for status change, nature of status change,
- 26 Reason for termination/separation
- 27 LOA effective date,
- 28 Nature of LOA
- 29 New hire date
- 30 New Hire

D. Vacancy Report

- 33 Position Number,
- 34 Job Classification
- 35 Date of vacancy
- 36 Elimination date of vacancy
- 37 Reason for elimination (filled, deleted, transferred to a different
- 38 classification/status)

56.8 Privacy Rights of Union Members

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

47

1

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wray</i> 8/22/2022 4C1DA2C371AA469...</p> <hr/> <p>DocuSigned by: <i>Paula Lukaszczak</i> 8/19/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards Jr.</i> 8/25/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jennifer Skovick</i> 8/26/2022 067E89F05EE0469...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 8/19/2022 G5469E99932C427...</p>
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Date

ARTICLE 57 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

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The Employer through its designated management personnel or agents has the right and responsibility, except as expressly modified by this Agreement, to control, change, and supervise all operations and to direct and assign work to all working forces. Such rights and responsibilities shall include by way of illustration but shall not be limited to: the selection and hiring, training, discipline and discharge, classification, reclassification, layoff, promotion and demotion or transfer of employees; the establishment of work schedules; the allocation of all financial and other resources; the control and regulation of the use of all equipment and other property of the Employer. The Employer shall determine the methods, technological means and qualifications of personnel by and for which operations are to be carried out. The Employer shall take whatever action as may be necessary to carry out its rights in any emergency situation.

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

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wray</i> 8/22/2022 4C1DA2C374AA409...</p> <hr/> <p>DocuSigned by: <i>Paula Luk</i> 8/22/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards Jr.</i> 8/25/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jenny</i> 8/22/2022 687E6AE63FE0A69</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banker Evans</i> 8/19/2022 C5469E99932C427...</p>
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Date

ARTICLE 58 – TERM OF AGREEMENT

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This Agreement will be effective July 1, ~~2021~~2023, and will continue in full force and effect through June 30, ~~2023~~2025; provided that if this Agreement expires while negotiations between the parties are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date.

Either party may request negotiation of a successor Agreement by notifying the other party in writing no sooner than January 1, ~~2022~~2024, and no later than January 31, ~~2022~~2024, to negotiate a new Agreement. Should such notice be served, bargaining shall commence at a time agreed upon by the parties.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wray</i> 8/22/2022 <small>4C1DA2C371AA409...</small></p> <hr/> <p>DocuSigned by: <i>Paula Lukas</i> 8/19/2022 <small>4E12A96D3AE54A9...</small></p> <p>DocuSigned by: <i>Brian Edwards Jr.</i> 8/25/2022 <small>FDDA5369104A4F3...</small></p> <p>DocuSigned by: <i>Jennifer Thomas</i> 8/26/2022 <small>827E8A5E25E0469...</small></p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 8/19/2022 <small>CE469E09932C427...</small></p>
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14 Date

ARTICLE 59 – DRUG TESTING

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59.1 Except as required by federal or state laws or as provided in this Agreement, the Employer will not perform or cause to be performed a drug test of any employee covered by this Agreement. The Union and the Employer recognize that the Employer currently performs drug and alcohol testing for Commercial Driver’s License (CDL) holders as required by federal law in accordance with the Employer’s Administrative Policy Statement 13.7, and that the Employer will continue to do so unless changes to federal law either eliminate or modify the requirement for drug and alcohol testing for CDL holders.

59.2 Should federal or state law either change or impose new requirements for drug and/or alcohol testing of bargaining unit employees, the Employer agrees that it will negotiate impact with the Union.

59.3 In the event that the University determines that additional drug testing is necessary, the Employer agrees that it will discuss any proposal with the Union and negotiate impact.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wray</i> 8/22/2022 4C1DA2C371AA409...</p> <hr/> <p>DocuSigned by: <i>Paula Lukaszek</i> 8/23/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards Jr.</i> 8/25/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>George</i> 8/23/2022 607E6AF62EE0460...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 8/19/2022 C5469E99932C427...</p>
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20 Date
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ARTICLE 60 – NONPERMANENT AND INTERMITTENT EMPLOYEES

Only the following language in this Article applies to the Nonpermanent and Intermittent Employees and shall constitute the whole agreement between the Union and the University regarding these employees.

60.1 Definitions.

- A. A Nonpermanent position can be created when any of the following conditions are met:
 - 1) The UW is actively recruiting to fill a vacant position with a permanent position;
 - 2) The UW needs to address a short-term immediate workload peak or other short-term needs;
 - 3) The UW is not filling a position with a permanent position due to the impending or actual layoff of a permanent employee(s);
 - 4) The UW is filling positions when a worker is on a leave-of-absence; or
 - 5) Temporary project.

A nonpermanent appointee must have the skills and abilities required for the position.

B. Intermittent Positions

- A. An Intermittent position exists when the nature of the work is sporadic and does not fit a particular pattern.
- B. If an employee in an intermittent appointment has been working a fixed number of hours every week for a period of at least twelve (12) months, the Employer will convert the appointment to nonpermanent fixed duration appointment for no more than an additional six (6) months. If the work is on-going the Employer may also convert the position to a regular appointment.

60.2 Types of Nonpermanent Positions:

- A. Nonpermanent Hourly
- B. Nonpermanent Fixed Duration

Employees in Nonpermanent Fixed Duration positions are considered regularly scheduled and assigned a schedule with a fixed number of working hours in a workweek. Nonpermanent Fixed Duration positions with varying work days are considered scheduled.

Employees in Intermittent and Nonpermanent Hourly positions are considered nonscheduled and are not assigned a fixed schedule or amount of working time in a workweek.

If at any time during a Nonpermanent Hourly appointment, the employee starts working a fixed number of hours each work week for multiple weeks in a row, upon request the appointment designation will change to Nonpermanent Fixed Duration.

60.3 Nonpermanent Hourly and Nonpermanent Fixed Duration Appointments:

- A. The initial duration of a Nonpermanent Hourly and Nonpermanent Fixed Duration appointment cannot exceed twelve (12) months from the hire date but may be extended to no more than twenty-four (24) months if the conditions in 60.1 1-5 still

- 1 exist. Individuals may receive consecutive Nonpermanent Fixed Duration or Hourly
2 appointments as long as any subsequent appointment is to a different position.
- 3 B. Conclusion of the appointment will be at the discretion of the University, including
4 termination of appointment prior to its originally intended expiration date, and will not
5 be subject to Articles 6 (Grievance Procedure) and Article 38 (Seniority, Layoff,
6 Rehire) of the contract.
- 7 C. If the employee is not a permanent state employee, the employer must give one
8 work days' notice prior to conclusion of the appointment. A Nonpermanent
9 appointment may be terminated immediately with pay in lieu of the one work day of
10 notice required for Nonpermanent Employees.
- 11 D. If at any time during a Nonpermanent appointment, a short-term workload peak or
12 other short term need becomes ongoing and permanent in nature, the Employer
13 must take action to fill the position on a permanent basis.
- 14 E. Nonpermanent Fixed Duration or Nonpermanent Hourly appointments will not be
15 made to permanently replace permanent positions that are vacant.
- 16 F. Time worked in a Nonpermanent Fixed Duration or Nonpermanent hourly
17 appointment will count towards seniority for employees who are appointed to a
18 regular classified position without a break in service in accordance with article
19 38.1.A.

20

21 60.4 Hours of Work and Overtime.

- 22 A. Hours of work for Nonpermanent and Intermittent Employees shall be established by
23 the employing official. Work assigned in excess of forty (40) hours in a seven (7) day
24 work week constitutes overtime. Overtime hours will be compensated at a rate of
25 one-and-one-half (1-1/2) times the employee's regular rate.
26 All paid holiday hours including the use of holiday credit during the employee's
27 regular work schedule is considered time worked for the calculation of overtime. All
28 other time paid for but not worked shall not count towards the calculation of overtime.
- 29 B. Minimum Work Availability. The Employer may require employees in Intermittent and
30 Nonpermanent hourly position to provide at least a minimum number of available
31 hours or shifts each week, month or schedule block. The Employer may also require
32 employees in Intermittent and Nonpermanent hourly position to provide at least a
33 minimum number of available weekend hours or shifts each week, month or
34 schedule block. A minimum number of hours of shifts on holidays may also be
35 required of employees in Intermittent and Nonpermanent hourly position. Employees
36 out of compliance may have their appointment terminated. Appointments may also
37 end due to a lack of work.
38 Assignment of hours or continuation of employment is at the discretion of the
39 Employer and is not grievable.

40

41 60.5 Probationary Period Upon Movement from Nonpermanent or Intermittent to Regular.

- 42 A. A Nonpermanent or Intermittent Employee hired into a regular bargaining unit
43 position is required to serve a probationary period.
- 44 B. A Nonpermanent or Intermittent Employee who is hired into a regular position in the
45 same job classification in the same unit without a break in service through open
46 recruitment will have their Nonpermanent or Intermittent hours of service apply
47 toward their probationary period for that position up to a maximum of three (3)
48 months of the six (6) month probationary period.

1 C. The Employer may convert a Nonpermanent or Intermittent position into a permanent
2 position if the Employer used a competitive process to fill the Nonpermanent or
3 Intermittent position or if the Nonpermanent or Intermittent position was filled using a
4 veteran placement program. In such circumstances the employee will serve a
5 probationary or trial service period, whichever is applicable.
6

7 **60.6 INCLEMENT WEATHER AND SUSPENDED OPERATIONS**

8 A. Inclement Weather. When the University is in operation an employee may request
9 time off without pay to deal with unanticipated problems related to inclement weather
10 conditions. However, employees designated by the Employer as "essential" must
11 report to work.

12 B. Suspended Operations. If the University determines it is advisable due to emergency
13 conditions to suspend the operation of all or any portion of the institution, employees
14 designated by the Employer as "essential" must report to work.

15
16 **60.7 Compensation**

17 A. The rate of pay for employees under this Article must be placed on a salary step
18 within the range for the classified title that best fits the work.

19 B. The progression start date shall be established as follows:

20 1) The first of the current month for actions occurring between the first and the
21 fifteenth of the month; or,

22 2) The first of the following month for actions occurring between the sixteenth and
23 the end of the month.
24

25
26 C. Annual Salary Adjustment. Annual salary adjustments up to the top automatic step
27 will be administered the same as regular positions in the same classification.
28

29 **60.8 Training**

30 A. Employees that are required to schedule and participate in mandatory education by
31 their department and will be compensated at the appropriate rate of pay. Tuition for
32 required education will be provided by the Employer.

33 B. Employees shall be appropriately trained and or certified prior to being assigned to
34 perform work requiring such training or certification, e.g., work with asbestos, lead,
35 blood borne pathogens, and all other appropriate training required for safety and
36 efficiency in the unit.
37

38 **60.9 Sick Time Off**

39 A. Employees in Nonpermanent Fixed Duration positions will accrue sick time off per
40 Article 18 Sick Leave.

41 B. Employees in Nonpermanent Hourly and Intermittent positions will earn a monthly
42 sick time off accrual proportionate to the number of hours in pay status (excluding
43 overtime hours) in the month to that required for full-time (1.0 FTE) employment.
44 Sick time off accruals cannot exceed eight (8) hours in a month.
45

46 **60.10 Vacation Time Off**

47 A. Employees in Nonpermanent Fixed Duration positions will accrue and use vacation
48 time off per Article 17 Vacations.

49 B. Employees in Nonpermanent Hourly and Intermittent positions will earn a monthly
50 vacation time off accrual proportionate to the number of hours in pay status

1 (excluding overtime hours) in the month to that required for full-time (1.0 FTE)
2 employment.

3 C. Employees in Intermittent positions will receive vacation time off accrual rate
4 increases in accordance with the accrual schedule in Article XX Vacation Time Off.

5 D. Employees in Nonpermanent and Intermittent positions are subject to the maximum
6 vacation time off accrual rules as outlined in RCW 43.01.044 for classified
7 employment.
8

9 60.11 Holidays and Holiday Credit

10 A. Employees in Nonpermanent Fixed Duration positions will be paid for holidays and
11 receive holiday credit per Article 16 Holidays.

12 B. Holiday credit is a balance of time off that is received in lieu of holiday compensation
13 for employees in Nonpermanent Hourly and Intermittent positions. Holiday credit
14 accrual is proportionate to the number of hours in pay status (excluding overtime
15 hours) in the same month of the holiday to that required for full-time (1.0 FTE)
16 employment, excluding all holiday hours. Holiday credit accrual will be calculated at
17 the end of the month. Employees in Nonpermanent Hourly and Intermittent positions
18 hired during the month of the holiday will not receive credit for holidays that occur
19 prior to their hire date.

20 C. Employees in Nonpermanent Hourly and Intermittent positions shall be paid for
21 holiday credit in accordance with Article 16 Holidays.
22

23 60.12 Holiday Premium. If an employee works one of the following holidays, they will receive
24 time and one half (1 ½) for all hours worked on that holiday: New Year’s Day, Martin
25 Luther King Jr. Day, Presidents’ Day, Memorial Day, Juneteenth, Independence Day,
26 Labor Day, Veterans’ Day, Thanksgiving Day, Native American Heritage Day, and
27 Christmas Day.
28

29 60.13 Personal Holiday

30 A. Employees in Nonpermanent Fixed Duration positions will receive a personal holiday
31 per Article 16.3 Personal Holiday.

32 B. Employees in Nonpermanent Hourly and Intermittent positions earn a personal
33 holiday at a rate proportionate to the number of hours in pay status (excluding
34 overtime hours) in the same month when the personal holiday is scheduled to that
35 required for full-time (1.0 FTE) employment, excluding all holiday hours. The value
36 of the Personal Holiday cannot exceed eight (8) hours.
37

38 60.14 Miscellaneous Leave. If eligible, the Employer will continue to provide Family and
39 Medical Leave (Article 21), Domestic Violence Leave (Article 27), Civil Duty Leave (as
40 unpaid release time) (Article 26), Leave Without Pay for Reason of Faith or Conscience
41 (Article 24), and paid Military Leave in accordance with University Policy and Article 29.
42

43 60.15 OTHER PROVISIONS: The Following Articles in this Agreement apply to all employees
44 covered by this article:
45

- 46 Preamble
- 47 Article 1 Union Recognition
- 48 Article 2 Non-discrimination
- 49 Article 4 Workplace Behavior

1	Article 5	Affirmative Action
2	Article 6	Grievance Procedure (non-corrective action only)
3	Article 7	Employee Rights
4	Article 8	Employee Facilities
5	Article 20.11	Formal Collective Bargaining Leave
6	Article 22	Child/Dependent Care
7	Article 24	Unpaid Leave for a Reason of Faith or Conscience
8	Article 27	Leave Related to Domestic Violence, Sexual Assault or Stalking
9	Article 30	Work Related to Injury Leave (except 30.2)
10	Article 31	Health and Safety
11	Article 40	Mandatory Subjects
12	Article 42	Union Activities, Rights, and Stewards (except Article 42.6 Temporary
13		Employment with the Union)
14	Article 43	Joint Union/Management Committees (except section 43.3)
15	Article 46	Health Care Benefits (if qualified for PEBB)
16	Article 49	Privacy
17	Article 50	No Strike/Lockout
18	Article 54	Subordination of Agreement and Saving Clause
19	Article 56	Union Membership, Fair Share, and Dues Deduction
20	Article 57	Management Rights and Responsibilities
21	Article 58	Term of Agreement
22	Appendix I	Job Classifications
23	Appendix III	Overtime Exempt Job Classifications
24	Appendix IV	Layoff Seniority Units
25	Appendix V	Pay Tables
26		
27		

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wray</i> 8/31/2022 4C1DA2C371AA409...</p> <hr/> <p>DocuSigned by: <i>Paula Lukas</i> 8/30/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards</i> 8/30/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jennifer Inoué</i> 8/30/2022 687E6AF63EE0469...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 8/30/2022 C5469E99932C427...</p>
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28 Date
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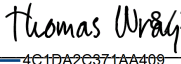
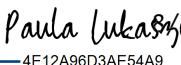
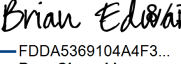
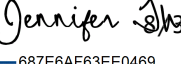

ARTICLE 61 – DIVERSITY AND INCLUSION

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- 3 A. The parties acknowledge that the University’s Diversity Blueprint for 2017-2021
- 4 articulates the tri-campus community’s aspirations for becoming an inclusive and
- 5 equitable environment. On an annual basis, the Office of Minority Affairs and
- 6 Diversity (OMA&D) will prepare an assessment report on University-wide
- 7 diversity metrics for the Board of Regent’s Diversity, Equity, and Inclusion
- 8 subcommittee. An electronic copy of the report will be made available to the
- 9 Union.
- 10
- 11 B. As part of the University’s Strategic Leadership Program (SLP), the Employer
- 12 shall provide all managers and supervisors of bargaining unit employees
- 13 information regarding the University’s existing Staff Diversity Hiring Toolkit.
- 14 Additionally, the Employer will include a content module on implicit bias and
- 15 diversity in the hiring process during the SLP workshop for managers and
- 16 supervisors with at least one direct report. The Employer shall distribute an
- 17 electronic copy of the Toolkit annually to all managers and supervisors of
- 18 bargaining unit employees.
- 19
- 20 C. On an annual basis, the Employer will provide the Unions with a list of trainings
- 21 and courses offered to staff the year prior centered on aspects of diversity,
- 22 equity, and inclusion. The list will include a headcount for each offering,
- 23 indicating the number of participants registered, by department.
- 24
- 25 D. WFSE ~~1488-1495~~ and WFSE 3488, will each select one member to be appointed
- 26 to the University of Washington Diversity Council.
- 27
- 28 E. On an annual basis, the Employer will provide the Unions with a report on
- 29 employee participation levels in Facilities relative to cultural responsiveness or
- 30 cultural competency training, and manager training in implicit bias, equity, cultural
- 31 responsiveness, and hiring best practices. The progress report would include an
- 32 update on Facilities’ efforts to include under-represented minority members
- 33 and/or women in hiring committees or interview panels.
- 34
- 35 F. The Employer will create a position in UW Human Resources Recruitment
- 36 dedicated to designing, developing, and implementing innovative outreach
- 37 programs using diversity and inclusion best practices in support of UW’s strategic
- 38 initiatives.
- 39
- 40 G. Staff Focused Equity, Diversity and Inclusion (EDI) Council Workgroup at
- 41 Harborview Medical Center (HMC).
- 42 1. Within six (6) months a new council workgroup will be added to HMC’s
- 43 existing EDI Committee structure, focused specifically on issues impacting
- 44 front line staff.
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- 2. The council workgroup will attend at least two all-day (8 hour) workshops (one with labor and management separate and one with labor and management together) intended to increase skill and awareness on hidden bias and cultural competency. Within 90 days of the creation of the council, the parties will jointly select two independent facilitators. Additional training opportunities may be added with mutual agreement of the council workgroup.
- 3. The workgroup will be sponsored by the Executive Director of HMC, and will also include:
 - a. Four (4) WFSE represented staff
 - b. Four (4) SEIU 925 represented staff
 - c. Four (4) SEIU 1199 represented staff
 - d. Four (4) unrepresented staff
 - e. One (1) HMC Program Director
 - f. Up to two (2) UW Medicine HR representatives
 - g. Ad Hoc members may include representatives from HMC and/or UW Medicine EDI Programs.
- 4. The first workgroup task will be to review information obtained during HMC's 2019 sensing interviews, and use the data to develop a further work plan.
- 5. The workgroup will meet monthly.

Tentatively Agreed To:

<p>For the Union: DocuSigned by:  8/31/2022 <small>4C1DA2C371AA409...</small></p> <p>DocuSigned by:  8/30/2022 <small>4E12A96D3AE54A9...</small></p> <p>DocuSigned by:  8/30/2022 <small>FDDA5369104A4F3...</small></p> <p>DocuSigned by:  8/30/2022 <small>687E6AF63EE0469...</small></p>	<p>For the Employer: DocuSigned by:  8/30/2022 <small>C5469E99932C427...</small></p>
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Date _____

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ARTICLE XX – ADVANCE CERTIFICATION/REGISTRATION PAY

Certain hospital technical employees certified in a specialty area by a national organization and working in that area of certification shall be paid an hourly premium of one dollar and twenty five cents (\$1.25) provided the particular certification has been approved by management, and further provided that the employee continues to meet all educational and other requirements to keep the certification current and in good standing. A certified employee is eligible for only one certification premium regardless of other certifications the employee may have. Certified employees will notify their respective supervisor/manager in writing at the time certification is received, providing a copy of the original certification document. Certification pay will be effective the first full pay period after the date documentation is received by the supervisor/manager.

AFFECTED TITLES:

Job Code	Job Profile Name
23094	Biomedical Electronics Technician 1 (NE H NI WFSE HMC)
18728	Biomedical Electronics Technician 1 (NE S WFSE HMC)
23095	Biomedical Electronics Technician 2 (NE H NI WFSE HMC)
18729	Biomedical Electronics Technician 2 (NE S WFSE HMC)
23096	Biomedical Electronics Technician 3 (NE H NI WFSE HMC)
18730	Biomedical Electronics Technician 3 (NE S WFSE HMC)
23097	Biomedical Electronics Technician Lead (NE H NI WFSE HMC)
18731	Biomedical Electronics Technician Lead (NE S WFSE HMC)
22694	Hospital Central Services Tech Trainee (NE H NI WFSE Campuswide)
22751	Hospital Central Services Tech Trainee (NE H NI WFSE HMC)
18571	Hospital Central Services Tech Trainee (NE S WFSE Campuswide)
18682	Hospital Central Services Tech Trainee (NE S WFSE HMC)
22695	Hospital Central Services Technician 1 (NE H NI WFSE Campuswide)
22752	Hospital Central Services Technician 1 (NE H NI WFSE HMC)
18572	Hospital Central Services Technician 1 (NE S WFSE Campuswide)
18683	Hospital Central Services Technician 1 (NE S WFSE HMC)
22697	Hospital Central Services Technician 2 (NE H NI WFSE Campuswide)
22754	Hospital Central Services Technician 2 (NE H NI WFSE HMC)
18574	Hospital Central Services Technician 2 (NE S WFSE Campuswide)
18685	Hospital Central Services Technician 2 (NE S WFSE HMC)
22696	Hospital Central Services Technician Ld (NE H NI WFSE Campuswide)
22753	Hospital Central Services Technician Ld (NE H NI WFSE HMC)
18573	Hospital Central Services Technician Ld (NE S WFSE Campuswide)
18684	Hospital Central Services Technician Ld (NE S WFSE HMC)
22780	Surgical Technologist (NE H NI WFSE HMC)

18716 Surgical Technologist (NE S WFSE HMC)

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Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wray</i> 9/20/2022 4C4DA2C371AA409...</p> <hr/> <p>DocuSigned by: <i>Paula Lukaszek</i> 9/20/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards Jr.</i> 9/20/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jennifer Thomas</i> 9/20/2022 687E6AF63EE0469...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 9/20/2022 C5469E99932C427...</p>
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Appendix II – Differentials2 **WFSE Campuswide and WFSE HMC – Health Care Professional/Technical Classifications**3 **(Effective within sixty (60) days of ratification)**

Salaried Job Code	Job Profile	Evening Shift Differ. (\$/Hour)	Night Shift Differ. (\$/Hour)	Standby Pay (\$/Hour)	Weekend Pay (\$/Hour)
18696	ALCOHOLISM THERAPIST 1	\$1.50	\$2.25	\$3.75	\$1.50
18711	ANESTHESIOLOGY TECHNICIAN 1	\$1.75	\$2.50	\$6.00*	\$2.25
18712	CARDIAC MONITOR TECHNICIAN	\$1.75	\$2.50	\$6.00*	\$2.25
18718	CLINICAL LABORATORY TECHNICIAN 1-HMC	\$1.75	\$2.50	\$6.00*	\$2.25
18719	CLINICAL LABORATORY TECHNICIAN 2-HMC	\$1.75	\$2.50	\$6.00*	\$2.25
18720	CLINICAL LABORATORY TECHNICIAN LEAD-HMC	\$1.75	\$2.50	\$6.00*	\$2.25
18570	DIETARY UNIT AIDE	\$1.50	\$2.25	\$3.75	\$1.50
18680	DIETARY UNIT AIDE	\$1.50	\$2.25	\$3.75	\$1.50
18678	DIETARY UNIT CLERK	\$1.50	\$2.25	\$3.75	\$1.50
18713	ELECTROCARDIOGRAPH TECHNICIAN 1	\$1.75	\$2.50	\$6.00*	\$2.25
18714	ELECTROCARDIOGRAPH TECHNICIAN 2	\$1.75	\$2.50	\$6.00*	\$2.25
18715	ELECTROCARDIOGRAPH TECHNICIAN LEAD	\$1.75	\$2.50	\$6.00*	\$2.25
18688	FINANCIAL SERVICES COUNSELOR	\$1.50	\$2.25	\$3.75	\$1.50
18576	HOSPITAL ASSISTANT	\$1.50	\$2.25	\$3.75	\$1.50
18708	HOSPITAL ASSISTANT	\$1.50	\$2.25	\$3.75	\$1.50
18577	HOSPITAL ASSISTANT LEAD	\$1.50	\$2.25	\$3.75	\$1.50
18709	HOSPITAL ASSISTANT LEAD	\$1.50	\$2.25	\$3.75	\$1.50
18571	HOSPITAL CENTRAL SERVICES TECH TRAINEE	\$1.75	\$2.50	\$6.00*	\$1.50
18682	HOSPITAL CENTRAL SERVICES TECH TRAINEE	\$1.75	\$2.50	\$6.00*	\$1.50
18572	HOSPITAL CENTRAL SERVICES TECHNICIAN 1	\$1.75	\$2.50	\$6.00*	\$1.50
18683	HOSPITAL CENTRAL SERVICES TECHNICIAN 1	\$1.75	\$2.50	\$6.00*	\$1.50
18574	HOSPITAL CENTRAL SERVICES TECHNICIAN 2	\$1.75	\$2.50	\$6.00*	\$1.50
18685	HOSPITAL CENTRAL SERVICES TECHNICIAN 2	\$1.75	\$2.50	\$6.00*	\$1.50
18573	HOSPITAL CENTRAL SERVICES TECHNICIAN LD	\$1.75	\$2.50	\$6.00*	\$1.50
18684	HOSPITAL CENTRAL SERVICES TECHNICIAN LD	\$1.75	\$2.50	\$6.00*	\$1.50
18717	HOSPITAL DENTISTRY ASSISTANT SPECIALIST	\$1.50	\$2.25	\$3.75	\$1.50
18575	LICENSED PRACTICAL NURSE	\$1.50	\$2.25	\$3.75	\$1.50
18707	LICENSED PRACTICAL NURSE	\$1.50	\$2.25	\$3.75	\$1.50

Salaried Job Code	Job Profile	Evening Shift Differ. (\$/Hour)	Night Shift Differ. (\$/Hour)	Standby Pay (\$/Hour)	Weekend Pay (\$/Hour)
18710	MEDICAL ASSISTANT	\$1.50	\$2.25	\$3.75	\$1.50
18681	MEDICAL TRANSCRIPTIONIST 1	\$1.50	\$2.25	\$3.75	\$1.50
18700	MENTAL HEALTH PRACTITIONER	\$1.50	\$2.25	\$3.75	\$1.50
18726	MENTAL HEALTH PRACTITIONER CLINICAL SPECIALIST	\$1.50	\$2.25	\$3.75	\$1.50
18727	MENTAL HEALTH PRACTITIONER LEAD	\$1.50	\$2.25	\$3.75	\$1.50
18705	MENTAL HEALTH SPECIALIST 1	\$1.50	\$2.25	\$3.75	\$1.50
18706	MENTAL HEALTH SPECIALIST 2	\$1.50	\$2.25	\$3.75	\$1.50
18703	ORTHOPAEDIC TECHNICIAN I	\$1.75	\$2.50	\$6.00*	\$2.25
18704	ORTHOPAEDIC TECHNICIAN II	\$1.75	\$2.50	\$6.00*	\$2.25
18580	PATIENT CARE TECHNICIAN	\$1.50	\$2.25	\$3.75	\$1.50
18690	PATIENT SERVICES COORDINATOR	\$1.50	\$2.25	\$3.75	\$1.50
18689	PATIENT SERVICES REP	\$1.50	\$2.25	\$3.75	\$1.50
18722	PATIENT SERVICES SPECIALIST 2	\$1.50	\$2.25	\$3.75	\$1.50
18723	PATIENT SERVICES SPECIALIST 3	\$1.50	\$2.25	\$3.75	\$1.50
18725	PATIENT SERVICES SPECIALIST EDU-QA	\$1.50	\$2.25	\$3.75	\$1.50
18724	PATIENT SERVICES SPECIALIST LEAD	\$1.50	\$2.25	\$3.75	\$1.50
18692	PATIENT SERVICES SPECIALIST- CALL CENTER	\$1.50	\$2.25	\$3.75	\$1.50
18691	PATIENT SERVICES LEAD	\$1.50	\$2.25	\$3.75	\$1.50
18698	REHABILITATION COUNSELOR 1	\$1.50	\$2.25	\$3.75	\$1.50
18699	REHABILITATION COUNSELOR 2	\$1.50	\$2.25	\$3.75	\$1.50
18702	RESPIRATORY CARE ASSISTANT	\$1.75	\$2.50	\$6.00*	\$2.25
18693	SOCIAL WORK ASSISTANT 1	\$1.75	\$2.50	\$6.00*	\$2.25
18686	SPECIMEN PROCESSING TECHNICIAN	\$1.75	\$2.50	\$6.00*	\$2.25
18687	SPECIMEN PROCESSING TECHNICIAN LEAD	\$1.75	\$2.50	\$6.00*	\$2.25
18587	SUPPLY CHAIN TECHNICIAN 1	\$1.50	\$2.25	\$3.75	\$1.50
18617	SUPPLY CHAIN TECHNICIAN 1	\$1.50	\$2.25	\$3.75	\$1.50
18618	SUPPLY CHAIN TECHNICIAN 2	\$1.50	\$2.25	\$3.75	\$1.50
18588	SUPPLY CHAIN TECHNICIAN 2	\$1.50	\$2.25	\$3.75	\$1.50
18619	SUPPLY CHAIN TECHNICIAN LEAD 1	\$1.50	\$2.25	\$3.75	\$1.50
18589	SUPPLY CHAIN TECHNICIAN LEAD 2	\$1.50	\$2.25	\$3.75	\$1.50
18716	SURGICAL TECHNOLOGIST	\$1.75	\$2.50	\$6.00*	\$2.25
18621	UNIT SUPPLY TECHNICIAN 1	\$1.50	\$2.25	\$3.75	\$1.50
18622	UNIT SUPPLY TECHNICIAN 2	\$1.50	\$2.25	\$3.75	\$1.50
18623	UNIT SUPPLY TECHNICIAN LEAD	\$1.50	\$2.25	\$3.75	\$1.50
18624	UNIT SUPPLY INVENTORY CONTROL SPECIALIST	\$1.50	\$2.25	\$3.75	\$1.50

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2 *\$4.00/hour for hours 0-30 per pay period, \$6.00/hour for standby hours over 30 per pay period

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Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wray</i> 9/20/2022 4C1DA2C371AA409...</p> <hr/> <p>Date:</p> <p>DocuSigned by: <i>Paula Lukaszek</i> 9/20/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards Jr.</i> 9/20/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jennifer Thomas</i> 9/20/2022 687E6AF63EE0469...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 9/20/2022 C5469E99032C427...</p> <hr/> <p>Date:</p>
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APPENDIX III – FLSA OVERTIME EXEMPT JOB CLASSIFICATIONS

The federal Fair Labor Standards Act and the Washington State Minimum Wage Act govern which positions are FLSA exempt or non-exempt. Appendix III details job classifications that are FLSA exempt; however, certain positions in these classifications may be determined to be FLSA non-exempt if the employee's combination of FTE and salary falls below the federal or state salary threshold.

Job Code	Job Classification	Bargaining Unit Name
18526	INDUSTRIAL HYGENIST 2	WFSE CAMPUSWIDE
18530	RESEARCH TECHNOLOGIST 2- BIOENGR ONLY	WFSE CAMPUSWIDE
18653	INDUSTRIAL HYGENIST 2	WFSE HMC
18698	REHABILITATION COUNSELOR 1	WFSE HMC
18699	REHABILITATION COUNSELOR 2	WFSE HMC
18700	MENTAL HEALTH PRACTITIONER	WFSE HMC
18777	CUSTODIAN SUPERVISOR 2	WFSE CUSTODIAL SUPERVISORS
18726	MENTAL HEALTH PRACTITIONER CLINICAL SPECIALIST	WFSE HMC
18727	MENTAL HEALTH PRACTITIONER LEAD	WFSE HMC

Tentatively Agreed To:

For the Union: DocuSigned by:
Thomas Wragg 8/2022
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For the Employer: DocuSigned by:
Banks Evans 9/8/2022
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DocuSigned by:
Paula Lukasz 9/8/2022
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DocuSigned by:
Brian Edwards 9/8/2022
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DocuSigned by:
Jennifer Torres 9/8/2022
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APPENDIX IV – LAYOFF SENIORITY UNITS

1	APPENDIX IV – LAYOFF SENIORITY UNITS	
2	<u>Unit Number</u>	<u>Organization</u>
5	1	Office of the President including: <ul style="list-style-type: none"> <li data-bbox="526 449 867 476">• Ombudsman’s Office <li data-bbox="526 487 1094 514">• Assistant Attorney General’s Division
9	2	Applied Physics Laboratory
10	3	Provost’s Office including: <ul style="list-style-type: none"> <li data-bbox="526 638 943 665">• Vice Provost for Research <li data-bbox="526 676 1094 703">• Vice Provost for the Graduate School <li data-bbox="526 714 1143 741">• Vice President for Educational Outreach <li data-bbox="526 751 915 779">• Equal Opportunity Office <li data-bbox="526 789 1029 816">• Undergraduate Academic Affairs <li data-bbox="526 827 662 854">• ROTC <li data-bbox="526 865 732 892">• UW Bothell <li data-bbox="526 903 748 930">• UW Tacoma <li data-bbox="526 940 1003 968">• Environmental Health & Safety <li data-bbox="526 978 786 1005">• Primate Center
21	4	Libraries (excluding Law Library)
22	5	Finance and Facilities: <ul style="list-style-type: none"> <li data-bbox="526 1096 894 1123">• Financial Management
24	6	Finance and Facilities: <ul style="list-style-type: none"> <li data-bbox="526 1169 797 1197">• Capital Projects <li data-bbox="526 1207 829 1234">• Facilities Services
27	7	Vice President for Computing
28	8	Vice President for Minority Affairs
29	9	Vice President for Student Affairs <ul style="list-style-type: none"> <li data-bbox="526 1360 727 1388">• Hall Health Vice President for University Advancement
32		Intercollegiate Athletics
33		Vice President for External Affairs
34	10	College of Arts and Sciences
35	11	College of Environment <ul style="list-style-type: none"> <li data-bbox="526 1589 992 1617">• Aquatic and Fishery Sciences <li data-bbox="526 1627 781 1654">• Oceanography <li data-bbox="526 1665 948 1692">• Earth and Space Sciences <li data-bbox="526 1703 883 1730">• Atmospheric Sciences <li data-bbox="526 1740 824 1768">• Forest Resources
41		(Excluding Applied Physics Lab)
42	12	College of Engineering
43	13	College of Built Environments

1		School of Law and Law Library
2		Evans School of Public Affairs
3		School of Social Work
4		Foster School of Business
5		College of Education
6	<u>Unit Number</u>	<u>Organization</u>
7		
8	14	Health Sciences Administration
9	15	School of Dentistry
10		School of Nursing
11		School of Pharmacy
12		School of Public Health and Community Medicine
13	16	University Medical Centers' Shared Services
14	17	Harborview Medical Center
15	18	University of Washington Medical Center
16	19	School of Medicine
17		Vice President for Medical Affairs
18	20	Special Employment Programs
19		

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wray</i> 8/8/2022 4C1DA2C371AA409...</p> <p>DocuSigned by: <i>Paula Lukas</i> 8/8/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards Jr.</i> 8/8/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jennifer</i> 8/8/2022 687E6AF63EE0469...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 9/8/2022 C5469E99932G427...</p>
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APPENDIX VI – CONTRACTING OUT FORM

In the event contracting out work is deemed necessary by the University, this form must be completed by the Employer and provided to WFSE per [Article 47 of the collective bargaining agreement](#). This notification form is not necessary if the work scope falls within work included on the monthly or annual notification lists provided from UW Facilities to the Union.

Project Details

Project Title _____ Location of Work *

Client Contact (Name) _____ Department

UW Facilities Project or Work Order #* _____ Cost Estimate *

Description & Scope of Work * *Describe the skilled work scope and what work is to be contracted out. Include specific trades involved and an estimate of hours required to complete the work.*

Desired Start Date * _____ Desired End Date

What part of work, if any, will be completed by UW Facilities skilled trades employees?

If this work is associated with a larger project, provide additional information about the project:

Reason(s) for Contracting Out the Work

Check all that apply *

- 1 Emergency situation
- 2 Availability of resources
- 3 Specialty equipment or expertise needed
- 4 Deadline requirement
- 5 Other _____
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Tentatively Agreed To:

For the Union:

DocuSigned by:

Thomas Wray 9/20/2022

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DocuSigned by:

Paula Lukaszek 9/20/2022

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DocuSigned by:

Brian Edwards 9/20/2022

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DocuSigned by:

Jennifer Thomas 9/20/2022

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For the Employer:

DocuSigned by:

Banks Evans 9/20/2022

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MOU: INTERMITTENT, NONPERMANENT, AND REPRESENTED REGULAR TEMPORARY EMPLOYEES

The parties have reached agreement on the following regarding Intermittent, Nonpermanent, and Represented Regular Temporary employees and appointments.

A. Transition of employees:

- (1) On August 1, 2022, the Employer will move all existing Represented Regular Temporary employees to new Intermittent, Nonpermanent Fixed Duration, or Nonpermanent Hourly positions. There will be no change to the position end date.
- (2) On August 1, 2022, the Employer will convert all existing Fixed Duration positions to Nonpermanent Fixed Duration positions. There will be no change to the position end date, progression start date, time off service date, or company service date.
- (3) All employees placed in the new appointment types will be placed on a salary step within the range for the classified title that is closest too but not less than their current rate of pay.
- (4) Except for those converted under (2) above, the employee's company service date, position entry date, progression start date and time off service date will be set as August 1, 2022.

B. Once the employees described in Section A have been placed in Intermittent, Nonpermanent Hourly, or Nonpermanent Fixed Duration appointments, the Employer will sunset the usage of Represented Regular Temporary appointments as defined in WAC 357-04-045 for classifications represented by the Union with a sunset date of July 31, 2022.

C. The parties agree that Intermittent, Nonpermanent Fixed Duration, and Nonpermanent Hourly employees are included in the WFSE bargaining units on the first day of the nonpermanent appointment.

D. In August 2023, the Employer will provide the Union with data on the usage of intermittent, nonpermanent hourly, and nonpermanent fixed duration appointments. If requested, the parties will meet to discuss the data. At that time, the parties may agree to a shorter maximum duration for nonpermanent appointment through a limited memorandum of understanding.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wrag</i> 14/2022 4C1DA2C371AA409...</p> <p>DocuSigned by: <i>Paula Lukas</i> 9/14/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards</i> 9/14/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jennifer Thomas</i> 9/14/2022 687E6AF63EE0469...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 9/14/2022 C5469E99932C427...</p>
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36 Date

MOU – LEAVE OF ABSENCE WFSE PRESIDENT

During negotiations for the ~~2021-2023~~2023-2025 successor agreement, the parties reached agreement on the following regarding a leave of absence for an employee/union member elected to serve as an officer with the Union.

With as much notice as possible but no less than thirty (30) calendar days' notice, unless agreed otherwise, an employee accepting a position as a Union Officer will be granted leave without pay for up to thirty-six (36) months. For the purpose and application of this agreement, Union Officer means President or Vice President. For example, AFSCME/WFSE Council 28 President.

As determined by the Employer, the returning employee will be employed in a funded vacant position in the same job classification and the same geographical area provided the employee has the necessary skills and abilities. If there is no funded vacant position available, the employee may request their name be placed on the rehire list.

This agreement expires on June 30, ~~2023~~2025. However, if an employee is serving as either the President or Vice President of AFSCME/WFSE Council 28 on the expiration date of this agreement the terms and condition herein shall extend until the end of the thirty-six (36) month leave of absence.

Tentatively Agreed To:

For the Union:		For the Employer:		
DocuSigned by:	DocuSigned by:	DocuSigned by:	DocuSigned by:	DocuSigned by:
4C1DA2C371AA409...	4E12A96D3AE54A9...	687E6AF63EE0469...	FDDA5369104A4F3...	C5469E99932C427...
8/23/2022	8/23/2022	8/25/2022	8/25/2022	8/23/2022

Date

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MOU: LUMP SUM PAYMENT

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following lump sum payments for employees in job profiles paid on the BI, BL, and BM pay tables:

- I. Employees in an active position with a UW compensation plan, and with an FTE on July 15, 2023, are eligible for the lump sum as defined below:
 - a. Employees with .6 FTE and above on the date specified above will receive a single one (1)-time lump sum payment of seven hundred dollars (\$700).
 - b. Employees with below .6 FTE on the date specified above will receive a single one (1)-time lump sum payment of three hundred fifty (\$350).
 - c. If the University provides a more favorable lump sum payment to SEIU 1199 R/HH or SEIU 925, then the University will apply the difference to all employees described above.
- II. The payment will be paid within ninety (90) days of July 15, 2023.
- III. In order to receive the lump sum payment, the employee must have an active position in Workday on the last day of the pay period in which the lump sum payment is distributed. For example, if the lump sum is paid on 10th of the month, the employee must be in an active position on the last day previous month. If the lump sum is paid on 25th of the month, the employee must have an active position on the 15th of the month.

This MOU will expire upon implementation.

Tentatively Agreed To:

<p>For the Union: DocuSigned by:</p> <p><i>Thomas Wray</i> 9/20/2022 4C1DA2C371AA409...</p> <hr/> <p>DocuSigned by:</p> <p><i>Paula Lukas</i> 9/20/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by:</p> <p><i>Brian Edwards</i> 9/20/2022 FDDA5369104A4F3...</p> <p>DocuSigned by:</p> <p><i>Jennifer Jones</i> 9/20/2022 687E6AF63EE0469...</p>	<p>For the Employer: DocuSigned by:</p> <p><i>Banks Evans</i> 9/20/2022 G5469E99932C427...</p>
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Date

MOU: MULTI-CAMPUS VOLUNTARY STANDBY POOL

With the goal of reducing the burden of required standby/call shifts, the Employer may create multi-campus voluntary standby (call) pool by classification. If applicable, the pool may include employees/members from different bargaining units and/or represented by different Unions. The classifications utilized for the voluntary standby (call) pool will be determined by the Employer. The Employer will develop a process for employees to sign up for the voluntary standby (call) pool for their classification. Employees may remove their name from the voluntary pool at any time. The Employer will utilize the voluntary standby (call) pool to fill standby shifts and/or to call employees into work at Harborview, UW Medical Center- Montlake, or UW Medical Center-Northwest as necessary. Regardless of where the employee is called to work, the employee's compensation will be based on the terms and conditions described in their home collective bargaining agreement.

Tentatively Agreed To:

For the Union:

DocuSigned by:

Thomas Wray 9/14/2022

4C1DA2C371AA409...

DocuSigned by:

Paula Lukas 9/14/2022

4E12A96D3AE54A9...

DocuSigned by:

Brian Edwards Jr. 9/14/2022

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DocuSigned by:

Jennifer Johnson 9/14/2022

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For the Employer:

DocuSigned by:

Banks Evans 9/14/2022

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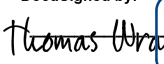
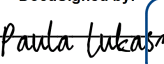
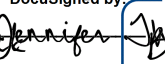
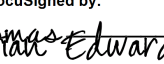

Date

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MOU – PUBLIC RECORDS REQUESTS AND PRIVACY

During negotiations for the 2021-2023 successor agreement, the parties reached agreement on the following regarding Public Records Requests.

Labor Relations will notify the Union of public records requests for information received by the UW Office of Public Records that directly concern and encompass WFSE's members. Notification will be provided in order to allow for a ten (10) day protest period.

Tentatively Agreed To:				
For the Union:			For the Employer:	
DocuSigned by:	DocuSigned by:	DocuSigned by:	DocuSigned by:	DocuSigned by:
				
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8/23/2022	8/23/2022	8/25/2022	8/25/2022	8/23/2022

Date

MOU—ARTICLE XX SALARY OVERPAYMENT RECOVERY

~~During negotiations for the 2021–2023 successor agreement, the parties agreed to the following regarding Salary Overpayment Recovery.~~

Salary Overpayment Recovery

A. When an Employer has determined that an employee has been overpaid wages, the Employer may recoup the overpayment. The Employer will provide written notice to the employee that will include the following items:

1. The amount of the overpayment,
2. The basis for the claim,
3. A demand for payment, and
4. The rights of the employee under the terms of this Agreement.

Employees may request a meeting with the Employer and an interpreter to have the overpayment notification explained.

B. Method of Payback

1. The employee must choose one (1) of the following options for paying back the overpayment:

- a. Voluntary wage deduction,
- b. Cash, or
- c. Check (separated employee).
- d. Vacation (if under 240 hours only) or Compensatory time balances

2. The employee may propose a payment schedule to repay the overpayment to the Employer. If the employee's proposal is accepted by the Employer, the deductions shall continue until the overpayment is fully recouped. Nothing in the section prevents the Employer and employee from agreeing to a different overpayment amount than specified in the overpayment notice or to a method other than a deduction from wages for repayment of the overpayment amount.

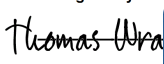
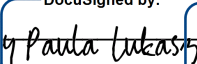
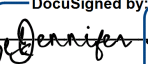
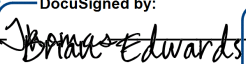
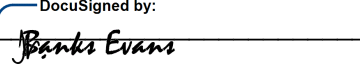
3. If the employee fails to choose one (1) of the four (4) options described above, within twenty (20) days of written notice of overpayment, the Employer will deduct the overpayment owed from the employee's wages or the amount due may be placed with a collection agency. This overpayment recovery will not be more than five percent (5%) of the employee's disposable earnings in a pay period. Disposable earnings will be calculated in accordance with the Attorney General of Washington's guidelines for Wage Assignments.

4. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.

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

D. Appeal Rights: Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 6 of this Agreement. The Employer will suspend attempts to collect an alleged overpayment until the grievance process has concluded.

Tentatively Agreed To:

For the Union:			For the Employer:		
DocuSigned by:	DocuSigned by:	DocuSigned by:	DocuSigned by:	DocuSigned by:	
					
4C1DA2C371AA409...	4E12A96D3AE54A9...	687E6AF63EE0460...	FDDA5369104A4F3...	C5469E99832C427...	
8/23/2022	8/23/2022	8/25/2022	8/25/2022	8/23/2022	

Date

MOU – SCHOLARSHIP FUND FOR MEDICAL CENTER EMPLOYEES

During negotiations for the ~~2021-2023~~2023-2025 successor agreement, the parties reached agreement on the following regarding Scholarship Funds for SEIU 925- and WFSE-represented employees at Harborview Medical Center (HMC) and UW Medical Center (UWMC) for academic year ~~2021-2023~~ and ~~2022~~2024, only:

In recognition of the commitment of HMC and UWMC to the delivery of excellent patient care as well as the enhancement of employees’ professional skills, the Employer will provide annually a pool of up to a total of \$~~400,000~~150,000 (maximum \$~~45~~45,000.00 per employee) for SEIU 925- and WFSE-represented employees at Harborview Medical Center (HMC) and UW Medical Center (UWMC) to obtain a degree or certification required for employment in a healthcare field within the hospital where the employee works.

The parties agree to form two Committees, one at HMC and UWMC, and split the funding equitably with \$~~50,000~~75,000 allocated to each medical center. Each Committee will be comprised of at least one management representative, one member from WFSE and one member from SEIU at HMC and one member from WFSE and one member from SEIU at UWMC. The Committee will be established to research the availability of funds and to recommend the policies and guidelines regarding fund disbursement to the Administration.

In accordance with the above, the Committee will be in charge of administering scholarships. To be eligible, the employee must have a minimum of one (1) year at HMC/UWMC prior to submission of scholarship application. After completion of the program, there is an expected three (3) year commitment to HMC/UWMC. If the employee voluntarily terminates employment prior to the end of the three (3) year commitment, the pro-rated amount of the scholarship must be repaid to HMC/UWMC and may be deducted from the employee’s pay.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wray</i> 9/15/2022 4C1DA2C371AA409...</p> <p>DocuSigned by: <i>Paula Lukas</i> 9/15/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards Jr.</i> 9/16/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jennifer Thomas</i> 9/15/2022 687E6AF63EE0469...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 9/15/2022 C6469E99932C427...</p>
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Date

MOU: UW MEDICINE PRE-SCHEDULED VOLUNTARY DOUBLE-TIME SHIFT INCENTIVE FOR CRITICAL STAFFING NEEDS

During reopener negotiations for the ~~2021-2023~~2023-2025 agreement, the parties reached agreement on the following regarding Pre-Scheduled Voluntary Double-Time at Harborview and UWMC-Montlake.

After the initial scheduled bid is incorporated and posted, and the employer has sent out notice for staff, including temporary employees, the Employer may offer pre-scheduled voluntary double-time shifts for any classification. The determination of critical staffing needs and the double-time shift incentive is at the sole discretion of the Employer.

The shifts shall be compensated at the rate of two times (2X) the regular rate of pay for all hours worked. Pre-scheduled double-time shifts will be considered Extra Shifts and will not be guaranteed, but once scheduled are expected to be worked unless it is determined that they are not needed. Staff members calling in sick on voluntary double-time shifts will not receive sick pay.

Nonpermanent and Intermittent Employees~~Temporary~~ employees will not be eligible to volunteer for pre-scheduled double-time shifts until they have scheduled up to forty (40) hours in the week of the pre-scheduled double-time shift regardless of their FTE. Nonpermanent and Intermittent Employees~~Temporary~~ employees must also work all scheduled hours in the week of the pre-scheduled double time shift in order to be compensated at double time for the shift(s). If they do not, they will be compensated at the appropriate rate of pay in accordance with Article 60 ~~Regular Represented Temporary Employees.~~Nonpermanent and Intermittent Employees

All staff, once scheduled, are expected to honor the commitment, with the exception of illness or serious emergency. Notification of absence is required at least two (2) hours before the beginning of all shifts.

Failure by the Employer to notify or attempt to notify staff of cancellation at least two (2) hours in advance of the shift will result in the employee being assigned to a unit for two (2) hours.

Tentatively Agreed To:				
For the Union:		For the Employer:		
DocuSigned by:	DocuSigned by:	DocuSigned by:	DocuSigned by:	DocuSigned by:
<i>Thomas Wray</i>	<i>Paula Lukas</i>	<i>Jennifer</i>	<i>Thomas Edwards</i>	<i>Banks Evans</i>
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8/23/2022	8/23/2022	8/25/2022	8/25/2022	8/23/2022

Date

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SIDE LETTER A – CITY OF SEATTLE MINIMUM WAGE

July 1, ~~2024~~2023

Contract classified pay tables will be updated to reflect the current Seattle minimum wage after an across-the-board increase or a minimum wage adjustment made by the City of Seattle. Steps falling below the new minimum wage will be inactivated and employees will be moved, if needed, to the new minimum step of the range. If an across-the-board increase brings steps back above the current Seattle minimum wage, those steps will be reactivated and available for use. Whenever steps are reactivated, no employees will be moved to lower steps.

This side letter expires on June 30, ~~2023~~2025.

Tentatively Agreed To:				
For the Union:		For the Employer:		
DocuSigned by:	DocuSigned by:	DocuSigned by:	DocuSigned by:	DocuSigned by:
<i>Thomas Wray</i>	<i>Paula Lukaszek</i>	<i>Jennifer</i>	<i>Brian Edward</i>	<i>Beth Evans</i>
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8/23/2022	8/23/2022	8/25/2022	8/25/2022	8/23/2022
Date				

SIDE LETTER D – PUBLIC TRANSPORTATION DELAYS

July 1, ~~2021~~2023

Employees who arrive late to work due to rarely occurring unforeseen or unavoidable delays in public transportation (for example- an accident or a bus break down) will not be subject to corrective action. The Employer may require employees to provide proof or documentation of the unforeseen or unavoidable incident. Employees may use accumulated compensatory time, vacation leave, or leave without pay. Compensatory time must be used before vacation leave. If the employee has exhausted both compensatory time and vacation leave, leave without pay will be used.

The Employer may adjust the employees schedule to make up for the missed time. No overtime will be accrued for the adjustment of the employee’s schedule unless the employee ends up working more than the total number of hours the employee was originally scheduled to work.

This side letter will expire on June 30, ~~2023~~2025.

Tentatively Agreed To:	
For the Union:	For the Employer:
DocuSigned by: <i>Thomas Wray</i> 9/19/2022 4C1DA2C371AA409...	DocuSigned by: <i>Banks Evans</i> 9/19/2022 G5469E99932C427...
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	DocuSigned by: <i>Brian Edwards Jr.</i> 9/19/2022 FDDA5369104A4F3...
	DocuSigned by: <i>Jennifer Hoover</i> 9/19/2022 687E6AF63EE0469...

SIDE LETTER F – TRACKING DISCRIMINATION AND BIAS

July 1, ~~2021~~2023

During negotiations for the ~~2021-2023~~2023-2025 successor agreement, recognizing the University’s long stated goals of diversity and inclusion, the parties agree to the following:

1. Annually the Employer will email all bargaining unit employees information regarding the availability and purpose of the University’s bias incident reporting tool as an avenue to report incidents of suspected bias.
2. On an annual basis, the following groups will prepare an assessment report which will at a minimum include information quantifying reports of discrimination, harassment, and retaliation. An electronic copy of each report will be made available to the Union.
 - i. UCIRO
 - ii. Safe Campus
 - iii. Title IX Investigation Office
 - iv. UW Human Resources Campus Operations Investigations
 - v. UW Medical Centers Human Resources Operations Investigations

3. This side letter will expire on June 30, ~~2023~~2025.

Tentatively Agreed To:

For the Union:		For the Employer:		
DocuSigned by:	DocuSigned by:	DocuSigned by:	DocuSigned by:	DocuSigned by:
<i>Thomas Wray</i>	<i>Paula Lukaszek</i>	<i>Jennifer</i>	<i>Brian Edwards</i>	<i>Banks Evans</i>
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8/23/2022	8/23/2022	8/25/2022	8/25/2022	8/23/2022

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES Locals 1495 and 3488

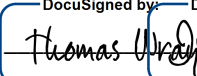
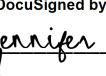
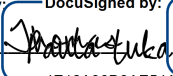
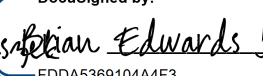
MOU – CRITICAL
RECRUITMENT AND RETENTION WAGE INCREASES**

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During negotiations for the 2023-2025 successor agreement, the parties agreed to recruitment and retention wage increases for the job profiles listed on Attachment A.

1. Regular employees will be placed on their current step on the new range. PSDs will not be impacted by these increases.
2. Nonpermanent Intermittent employees will be placed on their current step on the new range. PSDs will not be impacted by these increases.
3. If applicable, temporary hourly employees who are currently paid on steps will be placed on their current step on the new range. If applicable, temporary hourly employees who are not currently paid on steps will receive an increase if their current hourly rate falls below the new range minimum.
4. The effective date will be the first available pay period after agreement is reached as determined by the employer.
5. Increases may take up to 90 days to implement but retro pay back to the effective date will be provided.

Tentatively Agreed To:

For the Union:		For the Employer:	
DocuSigned by:	DocuSigned by:	DocuSigned by:	DocuSigned by:
			
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Date: 8/25/2022	Date: 8/25/2022	Date: 8/27/2022	Date: 8/25/2022

1 **Attachment A**

2

Job Code	Job Profile	Table	Current Range	Proposed Range
18712	Cardiac Monitor Technician (NE S WFSE HMC)	BV	020	038
18571	Hospital Central Services Tech Trainee (NE S WFSE Campuswide)	B0	026	032
18682	Hospital Central Services Tech Trainee (NE S WFSE HMC)	B0	026	032
18572	Hospital Central Services Technician 1 (NE S WFSE Campuswide)	B0	031	037
18683	Hospital Central Services Technician 1 (NE S WFSE HMC)	B0	031	037
18574	Hospital Central Services Technician 2 (NE S WFSE Campuswide)	B0	040	046
18685	Hospital Central Services Technician 2 (NE S WFSE HMC)	B0	040	046
18573	Hospital Central Services Technician Ld (NE S WFSE Campuswide)	B0	047	053
18684	Hospital Central Services Technician Ld (NE S WFSE HMC)	B0	047	053
18770	Hospital Security Officer - HMC (NE S WFSE HMC Security)	BI	052	054
18710	Medical Assistant (NE S WFSE HMC)	B0	042	047
18697	Medical Assistant Apprentice (NE S WFSE HMC)	BI	032	034
18733	Medical Assistant Registered (NE S WFSE HMC)	B0	036	041
18580	Patient Care Technician (NE S WFSE Campuswide)	B0	029	034
18732	Patient Care Technician (NE S WFSE HMC)	B0	029	034
18716	Surgical Technologist (NE S WFSE HMC)	BABB	054	061

3

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES Locals 1495 and 3488**

**MOU – DIETETIC TECH, LPN, MHS, AND ORTHO TECH
RECRUITMENT AND RETENTION WAGE INCREASES**

1
2 During negotiations for the 2023-2025 successor agreement, the parties agreed to
3 recruitment and retention wage increases effective November 16, 2022, as follows:
4

Job Code	Job Title	Table	Range	New Table	New Range
18569	Dietetic Technician	B0	019	B0	024
18575	Licensed Practical Nurse	B0	050	B0	061
18707	Licensed Practical Nurse	B0	050	B0	061
18705	Mental Health Specialist 1	BI	036	B1B0	<u>038018</u>
18706	Mental Health Specialist 2	BI	040	B1B0	<u>042028</u>
18701	Mental Health Specialist Lead	BI	044	B1B0Q	<u>046037</u>
18703	Orthopaedic Technician I	BV	040	BV	045
18704	Orthopaedic Technician II	BV	047	BV	052

5
6
7
8 Employees will be placed on the new range at their same step as of the effective date.
9 Progression Start Dates (PSDs) are not impacted.

10
11 Nonpermanent and intermittent versions of the job profiles listed above will receive the
12 same range increase.

13
14 This MOU will expire upon implementation.
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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES Locals 1495 and 3488**

**MOU – DIETETIC TECH, LPN, MHS, AND ORTHO TECH
RECRUITMENT AND RETENTION WAGE INCREASES**

1
2 During negotiations for the 2023-2025 successor agreement, the parties agreed to
3 recruitment and retention wage increases effective November 16, 2022, as follows:
4

Job Code	Job Title	Table	Range	New Table	New Range
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18575	Licensed Practical Nurse	B0	050	B0	061
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18706	Mental Health Specialist 2	BI	040	B1B0	<u>042028</u>
18701	Mental Health Specialist Lead	BI	044	B1B0Q	<u>046037</u>
18703	Orthopaedic Technician I	BV	040	BV	045
18704	Orthopaedic Technician II	BV	047	BV	052

5
6
7
8 **Employees in the Mental Health Specialist series will be placed on the new range at a**
9 **step that guarantees them a 5% increase. All other employees not previously mentioned**
10 **Employees** will be placed on the new range at their same step as of the effective date.
11 Progression Start Dates (PSDs) are not impacted.

12
13 Nonpermanent and intermittent versions of the job profiles listed above will receive the
14 same range increase.

15
16 This MOU will expire upon implementation.

17
18 Tentatively Agreed To:

19 20 For the Union: DocuSigned by: 21 <i>Thomas Wray</i> 22 _____ 23 4C1DA2C371AA409...	20 For the Employer: DocuSigned by: 21 <i>Banks Evans</i> 22 _____ 23 C5469E99932C427
24 Date: 11/2/2022	Date: 10/31/2022

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES Locals 1495 and 3488**

MOU – HEALTH CARE PAY TABLES CONSOLIDATION

1
2 During negotiations for the 2023-2025 successor agreement, the parties agreed to the
3 following regarding health care classifications and health care pay tables:
4

- 5 1. Effective November 16, 2022, the Employer will move all regular, nonpermanent,
6 and intermittent classifications listed below from the BI table to the B0 pay table.
7
8 2. Employees will be placed on a step on the new table at a value that is closest to
9 but not less than the value of their current step.
10
11 3. There will be no impact to employee progression start dates.
12

Job Title	Job Code	Table	Range	new table	new range
Audiology Assistant (NE S WFSE HMC)	21879	BI	038	B0	018
Hospital Security Officer - HMC (NE S WFSE HMC Security)	18770	BI	052054	B0	052057
Medical Assistant Apprentice (NE S WFSE HMC)	18697	BI	032034	B0	003008
Patient Services Specialist 1-Trainee (NE S WFSE HMC)	18721	BI	034	B0	008
Patient Services Specialist 2 (NE S WFSE HMC)	18722	BI	037	B0	015
Patient Services Specialist 3 (NE S WFSE HMC)	18723	BI	039	B0	020
Patient Services Specialist Edu-QA (NE S WFSE HMC)	18725	BI	044	B0	033
Patient Services Specialist Lead (NE S WFSE HMC)	18724	BI	044	B0	033
Patient Services Specialist-Call Center (NE S WFSE HMC)	18692	BI	042	B0	028
Rehabilitation Counselor 1 (E S WFSE HMC)	18698	BI	054	B0	057
Rehabilitation Counselor 2 (E S WFSE HMC)	18677	BI	054	B0	057
Rehabilitation Counselor 1 (NE S WFSE HMC)	18679	BI	058	B0	067
Rehabilitation Counselor 2 (NE S WFSE HMC)	18699	BI	058	B0	067

13
14 Tentatively Agreed To:

15 For the Union: DocuSigned by:

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4C1DA2C371AA409

19 Date: 10/20/2022

20 For the Employer: DocuSigned by:



C5469E99932C427

Date: 10/19/2022

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES Locals 1495 and 3488**

**MOU – HEALTH CARE
RECRUITMENT AND RETENTION WAGE INCREASES**

1
2 During negotiations for the 2023-2025 successor agreement, the parties agreed to the
3 following recruitment and retention wage increases for health care classifications:
4

- 5 1. Effective January 1, 2023, all job profiles assigned to health care pay tables B0,
6 BABB, and BV will receive a four percent (4%) increase. This increase will be
7 based upon the pay table values in effect on December 31, 2022.
8
9 2. Effective July 1, 2023, all job profiles assigned to health care pay tables B0,
10 BABB, and BV will receive a five percent (5%) increase. This increase will be
11 based upon the pay table values in effect on June 30, 2023.
12
13 3. Employees who are paid above the maximum for their range on the effective
14 date of the increase described in 1 or 2 above will not receive the specified
15 increase to their current pay unless the new range encompasses their current
16 rate of pay.
17
18 4. Progression start dates are not impacted by these increases.
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21 Tentatively Agreed To:

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23	For the Union:	DocuSigned by:
24		<i>Thomas Wrap</i> /20/2022
25		4C1DA2C371AA409...
26		DocuSigned by:
27	Date:	<i>Paula Lukaszek</i> /20/2022
28		4E12A96D3AE54A9...
29		DocuSigned by:
30		<i>Brian Edwards</i> /20/2022
31		FDDA5369104A4F3...
32		DocuSigned by:
33	Date:	<i>Jennifer Johnson</i> /20/2022
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MOU – HOSPITAL CUSTODIAL SERIES

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following regarding Custodians working at UW Medicine:

Effective October 1, 2022, the Employer will create a new Hospital Custodian series including Hospital Custodian, Hospital Custodian Lead, Hospital Custodian Supervisor 1, and Hospital Custodian Supervisor 2.

The Employer will discontinue the Infection Control Premium in Article 45.17 Custodian Compensation.

~~**45.17. Custodian Compensation.** Custodians working for Environmental Services at UW Medical Center and Harborview will receive an Infection Control Premium pay of \$1.00 per hour.~~

The Employer will compensate the new Hospital Custodian Series as follows:

Job Code	Job Profile	Bargaining Unit	Table	Current Range	Table	Proposed Range	New MIN	New MAX	% Increase at top step
NEW	HOSPITAL CUSTODIAN	CAMPUSWIDE	BI	33	B0	17	3050	4230	12.6%
18658	HOSPITAL CUSTODIAN	HMC	BI	33	B0	17	3050	4230	12.6%
NEW	HOSPITAL CUSTODIAN LEAD	CAMPUSWIDE	BI	37	B0	27	3268	4675	13.1%
18659	HOSPITAL CUSTODIAN LEAD	HMC	BI	37	B0	27	3268	4675	13.1%
NEW	HOSPITAL CUSTODIAN SUPERVISOR 1	CUSTODIAL SUPERVISORS	BI	43	B0	37	3608	5165	7.8%
NEW	HOSPITAL CUSTODIAN SUPERVISOR 2	CUSTODIAL SUPERVISORS	BI	47	B0	47	3987	5705	7.8%

Employees will be placed on the new range at the step that represents a minimum of a 10% increase not to exceed top auto step for Hospital Custodian and Hospital Custodian Leads, and a minimum of a 7% increase not to exceed top auto step for Hospital Custodian Supervisors. There will be no change to the employee’s progression start date.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wray</i> 9/20/2022 4C1DA2C371AA409...</p> <p>DocuSigned by: <i>Paula Lukaszek</i> 9/20/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards</i> 9/20/2022 FDDA5389104A4F3...</p> <p>DocuSigned by: <i>Jennifer Thomas</i> 9/20/2022 687E6AF63EE0469...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 9/20/2022 C5469E99932C427...</p>
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Date

MOU: MARKET-BASED INCREASES

During negotiations for the 2023-25 successor agreement, the parties reached agreement on the following market-based increases effective July 1, 2023:

Job Code	Job Profile	Table	Range	New Table	New Range
18718	Clinical Laboratory Technician 1-HMC <u>(eff 11/16/22)</u>	BV	035	BV	041
18719	Clinical Laboratory Technician 2-HMC <u>(eff 11/16/22)</u>	BV	041	BV	047
18720	Clinical Laboratory Technician Lead-HMC <u>(eff 11/16/22)</u>	BV	051	BV	057
18570	Dietary Unit Aide	B0	000	B0	005
18680	Dietary Unit Aide	B0	000	B0	005
18678	Dietary Unit Clerk	B0	002	B0	007
18569	Dietetic Technician	B0	019024	B0	024029
18649	Electronics Technician 1	BI	038	BI	039
18650	Electronics Technician 2	BI	044	BI	045
18519	Electronics Technician 2 - Bioengr Only	BI	044	BI	045
18521	Engineering Technician 1 - Bioengr Only	BI	046	BI	047
18633	Fiscal Technician 1	BI	030	BI	033
18750	Fiscal Technician 1	BI	030	BI	033
18634	Fiscal Technician 2	BI	033	BI	036
18751	Fiscal Technician 2	BI	033	BI	036
18561	Stockroom Attendant 1	BI	030	BI	033
18673	Stockroom Attendant 1	BI	030	BI	033
18562	Stockroom Attendant 2	BI	032	BI	035
18674	Stockroom Attendant 2	BI	032	BI	035
18590	Stockroom Attendant Lead	BI	035	BI	038
18675	Stockroom Attendant Lead	BI	035	BI	038
18587	Supply Chain Technician 1 <u>(eff 11/16/22)</u>	BI	035	B0B0	038017
18617	Supply Chain Technician 1 <u>(eff 11/16/22)</u>	BI	035	B0B1	038017
18588	Supply Chain Technician 2 <u>(eff 11/16/22)</u>	BI	037	B0B1	040022
18618	Supply Chain Technician 2 <u>(eff 11/16/22)</u>	BI	037	B0B1	040022
18589	Supply Chain Technician Lead <u>(eff 11/16/22)</u>	BI	040	B0B1	043029
18619	Supply Chain Technician Lead <u>(eff 11/16/22)</u>	BI	040	B0B1	043029
18624	Unit Supply Inventory Control Specialist	BI	041	BI	044
18584	Unit Supply Technician 1	BI	033	BI	036
18621	Unit Supply Technician 1	BI	033	BI	036
18585	Unit Supply Technician 2	BI	035	BI	038
18622	Unit Supply Technician 2	BI	035	BI	038
18586	Unit Supply Technician Lead	BI	038	BI	041
18623	Unit Supply Technician Lead	BI	038	BI	041

Nonpermanent and intermittent positions of the job profiles listed above will receive the same range increase.

1 **Employees in the Supply Chain Tech series who are on a step as of the effective date**
2 **will be placed on the new range at a step that guarantees them a 7.5% increase. All**
3 **other employees not previously mentioned Employees** who are on a step as of the effective
4 date will remain on their same step when placed on the new range. Employees who are not on
5 a step as of the effective date will receive an increase if their rate of pay falls below the new
6 range minimum. Progression Start Dates (PSDs) are not impacted.
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Tentatively Agreed To:

For the Union:

DocuSigned by:
Thomas Wray 1/2/2022
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For the Employer:

DocuSigned by:
Banks Evans 10/31/2022
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8 Date

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MOU – NON-HEALTHCARE ACROSS THE BOARD INCREASES ME TOO

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following regarding a “me too” for non-healthcare across the board increases:

- A. Effective July 1, 2023, if the University agrees to a more favorable across the board increase for the SEIU 925 B4 pay table, the University will provide the same across the board increase to the WFSE BI table.
- B. Effective July 1, 2024, if the University agrees to a more favorable across the board increase for the SEIU 925 B4 pay table, the University will provide the same across the board increase to the WFSE BI table.
- C. This MOU expires June 30, 2025.

Tentatively Agreed To:

For the Union: DocuSigned by:
Thomas Wray 9/20/2022
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For the Employer: DocuSigned by:
Banks Evans 9/20/2022
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DocuSigned by:
Paula Lukas 9/20/2022
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DocuSigned by:
Brian Edwards 9/20/2022
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DocuSigned by:
Jennifer Thomas 9/20/2022
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Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES Locals 1495 and 3488**

MOU – SKILLED TRADES RECRUITMENT AND RETENTION INCREASES

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During negotiations for the 2023-2025 successor agreement, the parties agreed to recruitment and retention wage increases for the job profiles listed below effective July 1, 2023.

All Regular, Nonpermanent, and Intermittent employees will be placed on their current step on the new range.

PSDs will not be impacted by these increases.

Job Code	Job Profile	Current Table	Current Range	Proposed Table	New Range
18810	Facilities Operations Maintenance Spec (NE S WFSE Trades)	BL	65	BL	69
18858	Plumber/Pipe/Steamfitter (NE S WFSE Trades)	BL	62	BL	66
18859	Plumber/Pipe/Steamfitter Lead (NE S WFSE Trades)	BL	65	BL	69
18834	Electrician (NE S WFSE Trades)	BL	62	BL	66
18835	Electrician Lead (NE S WFSE Trades)	BL	65	BL	69
18808	Power Plant Electrician High Voltage (NE S WFSE TRADES)	BL	77	BL	81
18809	Power Plant Electrician LD-High Voltage (NE S WFSE TRADES)	BL	80	BL	84
18828	Control Technician (NE S WFSE Trades)	BL	62	BL	66
18829	Control Technician Lead (NE S WFSE Trades)	BL	65	BL	69
18860	Refrigeration Mechanic (NE S WFSE Trades)	BL	63	BL	67
18861	Refrigeration Mechanic Lead (NE S WFSE Trades)	BL	66	BL	70
18554	Truck Driver 2 (NE S WFSE Campuswide)	BI	40	BI	44
18671	Truck Driver 2 (NE S WFSE HMC)	BI	40	BI	44
18553	Truck Driver 1 (NE S WFSE Campuswide)	BI	35G	BI	39
18670	Truck Driver 1 (NE S WFSE HMC)	BI	35G	BI	39
18556	Waste Collector (NE S WFSE Campuswide)	BI	40	BI	45
18552	Truck Driver Lead (NE S WFSE Campuswide)	BI	43	BI	47
18667	Truck Driver Lead (NE S WFSE HMC)	BI	43	BI	47
18851	Motor Equipment Mechanic (NE S WFSE Trades)	BL	57	BL	61
18852	Motor Equipment Mechanic Lead (NE S WFSE Trades)	BL	60	BL	64
18548	Utility Worker 2 (NE S WFSE Campuswide)	BI	33	BI	37
18669	Utility Worker 2 (NE S WFSE HMC)	BI	33	BI	37
18547	Utility Worker 1 (NE S WFSE Campuswide)	BI	29	BI	33
18668	Utility Worker 1 (NE S WFSE HMC)	BI	29	BI	33

18546	Utility Worker Lead (NE S WFSE Campuswide)	BI	36	BI	40
18555	Driver-Warehouse Worker (NE S WFSE Campuswide)	BI	35G	BI	39
18848	Mason/Plasterer (NE S WFSE Trades)	BL	53	BL	55
18849	Mason/Plasterer Lead (NE S WFSE Trades)	BL	56	BL	58
18862	Rofer (NE S WFSE Trades)	BL	52	BL	54
18863	Rofer Lead (NE S WFSE Trades)	BL	55	BL	57
18817	Construction And Maintenance Mechanic (NE S WFSE Trades)	BL	55	BL	57
18814	Maintenance Mechanic 1 (NE S WFSE Trades)	BL	40	BL	42
18815	Maintenance Mechanic 2 (NE S WFSE Trades)	BL	50	BL	52
18818	Maintenance Mechanic Door Specialist (NE S WFSE Trades)	BL	60	BL	62
18816	Maintenance Mechanic Lead (NE S WFSE Trades)	BL	60	BL	62

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Nonpermanent and intermittent versions of the job profiles listed above will receive the same range increase.

This MOU will expire upon implementation

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wray</i> 9/20/2022 4C1DA2G371AA409...</p> <hr/> <p>Date:</p> <p>DocuSigned by: <i>Paula Lukaszek</i> 9/20/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards</i> 9/20/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jennifer Thomas</i> 9/20/2022 687E6AF63EE0469...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 9/20/2022 C5469E99932C427...</p> <hr/> <p>Date:</p>
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MOU – TRADES LICENSE PREMIUM

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following regarding a License Premium for eligible Trades Classifications:

Effective July 1, 2023, the Employer will provide a license premium of ten percent (10%) of base salary for all hours paid for the licenses listed below that are not required on the classification specification.

Only the following classifications and corresponding licenses will be eligible for the license premium:

Job Code	Job Profile	Eligible License
18834	Electrician (NE S WFSE Trades)	EL-01 Electrical (State)
18835	Electrician Lead (NE S WFSE Trades)	EL-01 Electrical (State)
18828	Control Technician (NE S WFSE Trades)	FA-1 (Seattle)
18829	Control Technician Lead (NE S WFSE Trades)	FA-1 (Seattle)
18858	Plumber/Pipe/Steamfitter (NE S WFSE Trades)	PL-01 (State) AS-3 (Seattle)
18859	Plumber/Pipe/Steamfitter Lead (NE S WFSE Trades)	PL-01 (State) AS-3 (Seattle)
18860	Refrigeration Mechanic (NE S WFSE Trades)	EPA Universal (EPA)
18861	Refrigeration Mechanic Lead (NE S WFSE Trades)	EPA Universal (EPA)
18810	Facilities Operations Maintenance Spec (NE S WFSE Trades)	All licenses listed above

- A. An employee is eligible for only one license premium regardless of other licenses the employee may have.
- B. License Premium pay will be effective the first full pay period after the date appropriate documentation has been received by the supervisor/manager.
- C. Employees will notify their Appointing Authority or designee if their license has expired, or has been restricted, revoked or suspended within twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to their next scheduled shift, whichever occurs first.
- D. Nonpermanent and temporary hourly employees in the job profiles listed above will also be eligible for the Trades License Premium.
- E. This MOU expires June 30, 2025.

Tentatively Agreed To:

For the Union:

DocuSigned by:

Thomas Wray 9/20/2022

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DocuSigned by:

Paula Lukaszek 9/20/2022

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Brian Edwards 9/20/2022

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Jennifer Thomas 9/20/2022

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For the Employer:

DocuSigned by:

Banks Evans 9/20/2022

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Date

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SIDE LETTER XX – HMC HOSPITAL SECURITY OFFICERS COMPENSATORY TIME

From January 1, 2023 to December 30, 2023, the Employer will allow HMC Hospital Security Officers to accrue compensatory time. Employees will not be allowed to have more than forty (40) hours of accrued compensatory time at any time. Accrued compensatory time off will be requested and approved in accordance with the department’s vacation time off policies/procedures, and the Article 18 Sick Time Off. Compensatory time balances will be cashed out in accordance with Article 10.3 (b).

This side letter will expire on January 1, 2024.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Thomas Wray</i> 9/19/2022 4G1DA2G371AA409...</p> <hr/> <p>DocuSigned by: <i>Paula Lukaszek</i> 9/19/2022 4E12A96D3AE54A9...</p> <p>DocuSigned by: <i>Brian Edwards</i> 9/19/2022 FDDA5369104A4F3...</p> <p>DocuSigned by: <i>Jennifer Thomas</i> 9/19/2022 687E6AF63EE0469...</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> 9/19/2022 C5469E99932C427...</p>
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Date