

University of Washington Human Resources

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# IBU contract

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## **The Inlandboatmen’s Union of the Pacific Thompson Research Vessel Crew Contracts (Effective 7/13/21 – 6/30/23)**

### **Preamble**

#### **Purpose**

The Articles contained herein constitute an Agreement between the University of Washington, Board of Regents, hereinafter referred to as the Employer, and the Inlandboatmen’s Union of the Pacific, Puget Sound Region, hereinafter referred to as the Union, governing certain conditions of employment for all classifications covered by the bargaining unit.

#### **Nondiscrimination**

In compliance with Federal Law, applicable State Law and State Executive Orders, the University and the Union agree that they will not engage in any act or practice or pursue any policy which is discriminatory against any employee by reason of age, sex (except where age or sex is a bona fide occupational qualification), race or ethnic origin, creed, national origin, citizenship or immigration status, religion, disability, disabled or Vietnam era veteran, marital status, or sexual orientation in accordance with University of Washington Executive Order 31.

## **Affirmative Action**

In conjunction with Federal and State Executive Orders, the Employer and the Union agree on the need for an affirmative action approach to correct and review any inequities in the employment process. An affirmative action plan requires the Employer to make special efforts to recruit, employ, retain and promote qualified members of groups formerly excluded, even if the exclusion cannot be traced to particularly discriminatory actions on the part of the Employer.

The Union and the Employer agree to abide with and support applicable statutory and administrative laws pertaining to equal opportunity and elimination of employment inequities suffered because of age, sex, race, color, creed, national origin, physical disabilities, or religious beliefs.

## **Article 1 – Recognition**

**Section 1.** The Employer recognizes the Union as the representative of all employees in the bargaining unit serving aboard the research vessel, Thomas G. Thompson, as a result of a certification order by the Higher Education Personnel Board on May 24, 1972, for the purpose of negotiation and interpreting this agreement and settling disputes.

**Section 2.** The Employer is recognized as the Board of Regents of the University of Washington, acting through its agents, administrators and supervisors as designated by the Board.

## **Article 2 – Hiring**

The Employer agrees that in hiring classifications covered by this Agreement, to adhere to the applicable state rules.

## **Article 3 – Union Dues**

**Section 1.** The Employer shall, when provided with written authorization by the exclusive bargaining representative of an employee covered by this Agreement, deduct from salary payments the uniform membership dues, or initiation fee, and transmit all dues and fees to the Union.

The Union shall transmit to the Employer via a web based electronic reporting system, by the cut-off date for each payroll period, the name, Employee ID number, dollar amount of employees who have, since the previous payroll cut-off date, provided authorization for deduction of dues, or initiation fee or have changed their authorization for deduction. The Employer will provide instructions and templates for the web based electronic reporting

system and provide a calendar of required payroll cut-off dates.

**Section 2.** An employee may cancel their payroll deduction of dues/fees by written notice to the Union, consistent with the terms and conditions of each worker's signed membership card and signed dues authorization. After the Employer's payroll office (ischelp@uw.edu) receives the confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the Employer shall end the deduction no later than the second payroll after the receipt of the confirmation.

**Section 3.** Semi-monthly the Employer will transmit the total deducted amount of dues money to the Union's office together with a list of current members on dues deduction.

**Section 4.** The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the University harmless from all claims, demands, suits or other forms of liability that may arise against the University for or on account of any deduction made from the wages of such employees.

## Article 4 – Sick Time Off

### Section 1.

a. Accrual. Full-time employees (prorated for part-time) accrue eight (8) hours of sick leave for each month of completed regular monthly service. Sick leave accrued at a rate of one (1) hour for every forty (40) hours worked when leave without pay exceeds eighty (80) hours (prorated for part-time) in any calendar month.

b. Sick Leave – Use. Sick leave 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.

(4) Sick leave may also be used to provide emergency child care or because of condolence or bereavement.

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

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

d. Restoration of Vacation Leave. In the event of an incapacitating illness or injury during vacation leave, the employee's supervisor may authorize the use of sick leave and the equivalent restoration of any vacation leave otherwise charged. Such requests shall be in writing, and a medical certificate may be requested.

e. No Abuse of Sick Leave. Both parties agree that neither the abuse nor the arbitrary denial of sick leave will be condoned. The Employer and the Union agree to work cooperatively toward the resolution of mutually identified problems regarding the use of sick leave.

f. Sick Leave Verification. The Employer will not require verification for absences of 3 consecutive work days or fewer. Such verification or proof may be given to the supervisor/manager of Human Resources according to departmental policy. The Employer will not make unreasonable requests for sick leave verification.

**Section 2.** For purposes of clarification and uniformity, the following definition of family shall apply:

Individuals considered to be members of the family are the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sibling. It also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent and grandparent. "Child" also includes a child of a legal guardian or de facto parent, regardless of age or dependency status and those to whom the employee is "in loco parentis" or "de facto" parent as well as a child of a legal guardian or de facto parent. Parent and Parent in-law also includes de facto parent foster parent, stepparent, or legal guardian.

Upon termination of sick leave, crew members shall be returned to the vessel at the Employer's expense as soon as it is practical.

**Section 3.** Sick Leave Cash Out. Eligible employees may elect to receive monetary

compensation for accrued sick leave as follows:

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

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

In accordance with state law, former eligible employees who are re-employed shall be granted all unused sick leave credits, if any, to which they are entitled at time of separation.

**Section 4. Family Care Leave.** In accordance with RCW 49.12 and WAC 296-130, employees shall be allowed to use any or all of their choice of sick leave or other paid time off to care for a family member (as defined above) who has a serious health condition or an emergency condition. Employees shall not be disciplined or otherwise discriminated against because of their exercise of these rights.

## Article 5 – Vacations

### Section 1. Policy

To the degree possible vacation leave shall be scheduled in accordance with the preference of the employee. Upon the termination of vacation, crew members shall be returned to the vessel at the Employer's expense as soon as it is practical.

### Section 2. Accrual

Employees will accrue vacation leave 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:

During	Paid Vacation Days
1st year	12
2nd year	13

3rd-4th year	14
5th-9th year	15
10th year	16
11th year	17
12th year	18
13th year	19
14th year	20
15th year	21
16th year and above	22

### **Section 3. Vacation Leave Maximum**

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

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

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

### **Section 4. Vacation Leave Cash Payment**

Any employee who has been employed for at least six continuous months, who either resigns or retires, is laid-off or is terminated by the University shall be entitled to accrued vacation pay.

## **Article 6 – Wages**

### **Section 1. Wages:**

Effective July 1, 2022, 2.0% across-the-board increase for all employees

Includes a fifteen per cent (15%) marine premium "sea pay" which will be computed in accordance with past practice.

## Article 7 – Class Specifications and Salary Schedules

**Section 1.** The Employer shall notify the Union prior to submitting any addition, modification, and/or deletion of a class specification or salary schedule within the bargaining unit to State Human Resources for approval. Such notification shall be for the purpose of considering any objections which may be presented by the Union.

**Section 2.** The Union shall notify the Employer of any intention to challenge the addition, modification, and/or deletion of any salary schedule or the allocation of any class specification, in order to discuss the reasons for such challenge prior to consideration by the Board.

## Article 8 – Clothing

All clothing and equipment which is furnished by the Employer shall remain the property of the Employer, and shall be worn and/or used in accordance with the applicable rules and regulations. Non-compliance may be grounds for disciplinary action.

## Article 9 – Bulletin Boards

Space shall be made available to the Union on designated bulletin boards for the posting of notices and information pertaining to official business.

## Article 10 – Reimbursement for Loss of Personal Property

**Section 1.** The Employer agrees to reimburse any crew member an amount not to exceed the extent of University insurance coverage which is currently \$5000 with \$100 deductible to be paid by the employee for loss of the member's personal property, where such loss is caused by fire, shipwreck, stranding, sinking or collision involving the Employer's vessel.

**Section 2.** In order to make a claim for reimbursement, each individual must provide the owner with an itemized list of his losses including replacement value. Any disputed items will be settled in accordance with the rule of this Agreement dealing with Settlement of Disputes.

## Article 11 – Hours of Work and Overtime

**Section 1. Deck and Engine Room Departments.** Eight (8) hours shall constitute a day's work. Crew personnel shall be divided into sea watches, each watch standing four (4) hours on duty followed by eight (8) hours off duty. Two (2) such watches shall constitute a day's work. Day crew members, when carried, shall work between the hours of 8:00 a.m. and 4:30 p.m., exclusive of thirty (30) minutes for lunch.

**Section 2.** In port, at the option of the Master, sea watches may be broken either at twelve noon or midnight, and crew personnel may be assigned to day work between the hours of 8:00 a.m. and 4:30 p.m., exclusive of thirty (30) minutes for lunch. A crew member assigned to a night watch in addition to working an eight hour day shall receive the overtime rate for all night watch hours worked.

**Section 3. Steward's Department.** Crew personnel in the steward's department while at sea or in port shall perform all of the duties customary to their respective stations, and payment for overtime hours shall be in accordance with applicable state rules.

**Section 4.** Crew members shall be on continuous pay from the time the vessel leaves the home port until its return, and no days off will be given for the purpose of breaking continuity of pay, unless mutually agreed to by the parties. This shall not apply during periods of annual overhaul and drydocking in an outport.

**Section 5. Overtime.** In accordance with the applicable state rules, the standard work week is defined as five (5) consecutive eight (8) hour days, Monday through Friday. All work in excess of either eight (8) hours in a day or forty (40) hours in a week, shall be paid at the overtime rate. All work performed outside the assigned sea watch hours as described in Section 1 above shall be paid at the overtime rate.

## Article 12 – Maintenance and Cure

**Section 1.** When any member of the crew of the vessel is injured or becomes ill while in the service of the vessel and is entitled to daily maintenance it shall be at the rate of sixty-five dollars (\$65.00) per day. Crew members who become injured or ill while in the service of the vessel, and who are entitled to daily maintenance away from the vessel under the Federal Doctrine of Maintenance and Cure, will not be required to use sick leave prior to receiving unearned wages. Unearned wages cease at the end of a voyage. While not on a voyage, crew members who do not report to work must account for their time by using sick leave, any other accrued leave, or leave without pay. If a crew member becomes eligible for maintenance and cure in respect to any injury or illness that manifests itself during the period of time that the vessel is not on a voyage (for example, while the vessel is in port or in a shipyard), the crew member will be paid unearned wages to the end of the pay period or until the crew member is fit for duty, whichever occurs first.

**Section 2. Continuing Disability.** If an employee is unable to perform the work of the position or class adequately due to mental, sensory, or physical incapacity, the institution will make a good faith effort to reasonably accommodate the employee's disability.

**Section 3. Long Term Disability Insurance.** Eligible crew members may participate in any

long term disability insurance program offered to classified staff through the University on a self-pay basis.

## **Article 13 – Subsistence and Quarters**

When subsistence and quarters are not furnished away from the home port, each crew member will be entitled to an amount commensurate with the University's policy as reflected in the Operations Manual or if the employer opts to arrange for subsistence and quarters the employer shall bear the expense thereof.

## **Article 14 – Posted Sailing Time**

**Section 1.** When it is determined the vessel's stay in a safe port or moorage will exceed six (6) hours, the sailing time shall be posted. The sailing time will be posted and entered in the log book by the Master within one half (1/2) hour after contacting the chief scientist.

**Section 2.** Those members not on watch or otherwise working shall, prior to going ashore, notify the deck officer on watch of their intent to leave the vessel and probably time of return.

**Section 3.** If after the sailing time is posted, the vessel shall sail early, the Employer shall be responsible for any allowable expenses to rejoin the vessel, of the crew member who is left behind including transportation, subsistence, lodging and base pay.

**Section 4.** The sailing time shall be maintained to reflect any extension in the original time posted in increments of not less than two (2) hours.

**Section 5.** Crew members shall report on board and be available for duty at least one hour prior to the posted sailing time.

## **Article 15 – Discipline**

The parties agree that the Employer shall not discipline, discharge, suspend or demote an employee without just cause. Any employee who is disciplined, discharged, suspended, or demoted will be furnished, in writing, the reasons for the disciplinary action. The employee will have the right to Union representation at any meeting when discipline may be discussed. The Employer will provide copies of all disciplinary letters to the Union. It is agreed by the parties that discipline will be progressive in nature.

## **Article 16 – Joint Labor Relations Committee (JLRC) and Grievance Procedures**

**Section 1.** It being the desire of both parties to insure a harmonious relationship and to resolve mutual problems before the Grievance Procedure becomes necessary, a Joint Labor Relations Committee (JLRC) is hereby created which will be maintained by the Employer and the Union during the life of this Agreement.

**Section 2.** This Committee is to be comprised of two (2) or more representatives designated by the Union and two (2) or more representatives designated by the University. Each side of the Committee shall have an equal vote. A quorum of at least two (2) members from each side will be necessary in order for a meeting to be held.

**Section 3.** Due to the nature of the industry, the Union and the Employer shall designate alternative Committee members to replace those members not available for the regularly scheduled meeting. Each party hereto shall provide the other party with a list of current members and alternates.

**Section 4.** Union members of the JLRC shall be allowed reasonable release time to attend JLRC meetings. The Employer shall pay employee JLRC representatives for their time attending JLRC meetings (regular day rate as if working on the vessel).

**Section 5.** The JLRC meetings will be held at the request of either party to discuss and mediate subjects which are pertinent to this Labor Agreement. It is the intent and purpose of this Committee to arrive at equitable solutions to contractual issues and to promote a harmonious working relationship for those who derive their livelihood therein.

**Section 6.** The meetings of the Joint Labor Relations Committee shall be as follows.

- a. All meetings will be held in Seattle, Washington, unless the parties mutually agree to change the locations.
- b. Minutes will be kept at each meeting, and copies furnished both parties.

**Section 7.** The duties of the Joint Labor Relations Committee shall be as follows:

- a. To investigate and adjudicate grievances and disputes arising from the administration or interpretation of this agreement.
- b. To carry out such other functions as are assigned to it herein.

**Section 8.** By majority vote contractual decision of the Joint Labor Relations Committee shall be final and binding on all parties to this Agreement.

**Section 9.** It shall be the firm intention of the parties to resolve any grievance at the local level. The term "local level" as herein used means "Union Representative and Employer Representative."

**Section 10.** The grievance procedures of this Agreement shall be the exclusive remedy with respect to any dispute arising between the Union and Employer, and no other remedies may be utilized by any person with respect to any dispute involving this Agreement until the grievance procedures herein have been exhausted.

**Section 11.** In the event of a dispute arising out of the interpretation of the Agreement, the aggrieved employee, the Union or the Union Steward shall as soon as possible, but in no event more than thirty (30) calendar days after the facts and circumstances actually become known, or in the exercise of reasonable care should have become known, bring his complaint before his immediate supervisor. The employee (or his representative or the Union) and the immediate supervisor shall make every effort to resolve the complaint at this meeting. In the event the immediate supervisor is not the appropriate person to settle the complaint, the complaint may be referred to the Labor Relations Department. In either event the parties shall have (10) ten working days from the date of first referral to settle the dispute or when the vessel arrives in Seattle.

**Section 12.** Failing to resolve the complaint within ten (10) working days or as stated above, the matter may be referred by either party, in writing, to the Joint Labor Relations Committee (JLRC) at its next scheduled meeting.

**Section 13.** On termination and discharge grievances the Joint Labor Relations Committee will call a special meeting within ten (10) working days to adjudicate the grievance.

**Section 14.** In the event the Employer and Union members of the JLRC fail to agree on the dispute before them, such dispute, will be referred within thirty (30) calendar days of the JLRC to the arbitrator for hearing and decision.

## **Article 17 – Management Responsibilities**

Subject to the terms of this Agreement, the Employer, through its designated management personnel, has the right and responsibility to direct and supervise the crew and the overall operation of the vessel, including the responsibility to establish work schedules, to regulate the use of all equipment and property of the University, and to institute rules governing conduct, appearance, dress and work procedures for employees as are reasonably required to maintain the efficiency and safety of the vessel. The Employer shall have the right to take whatever action is deemed necessary to carry out its responsibilities in an emergency situation.

## **Article 18 – No Strike/Lockout Pledge**

The Employer and the Union acknowledge that his Agreement provides, through the

Grievance Procedure, 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 the objective. Therefore, during the life of this Agreement, the Employer will not cause a lockout of any of the employees as a result of a labor dispute, nor will the Union condone or authorize a work stoppage or any other curtailment of work in the bargaining unit.

Any employee who would refuse to perform his or her duties may be subject to disciplinary action.

## **Article 19 – Subordination of Agreement and Saving Clause**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of any court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

## **Article 20 – 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.

### **20.1. Definition.**

A Nonpermanent position can be created when any of the following conditions are met:

- A. The UW is recruiting to fill a vacant position with a permanent position;
- B. The UW needs to address a short-term immediate workload peak or other short-term needs;
- C. The UW is not filling a position with a permanent position due to the impending or actual layoff of a permanent employee(s);
- D. The UW is filling positions when a worker is on a leave-of-absence; or
- E. Temporary project.

### **20.2 Types of Nonpermanent Positions:**

- A. Nonpermanent Hourly
- B. Nonpermanent Fixed Duration

### 20.3 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 20.1 A-D still exist. Individuals may receive consecutive Nonpermanent Fixed Duration or Hourly appointments as long as any subsequent appointment is to a different position.
- B. Conclusion of the appointment will be at the discretion of the University, including termination of appointment prior to its originally intended expiration date, and will not be subject to Article 16 (Grievance Procedures).
- C. If the employee is not a permanent state employee, the employer must give one work days' notice prior to conclusion of the appointment. A Nonpermanent appointment may be terminated immediately with pay in lieu of the one work day of notice required for Nonpermanent Employees.
- D. If at any time during a Nonpermanent appointment, a short-term workload peak or other short-term need becomes ongoing and permanent in nature, the Employer must take action to fill the position on a permanent basis.

### 20.4 Intermittent Positions

An Intermittent position exists when the nature of the work is sporadic and does not fit a particular pattern.

### 20.5 Hours of Work and Overtime.

- A. Hours of work for Nonpermanent and Intermittent Employees shall be established by the employing official in accordance with Article 11. Work assigned in excess of forty (40) hours in a seven (7) day work week constitutes overtime. Overtime hours will be compensated at a rate of one-and-one-half (1-1/2) times the employee's regular rate.
- B. Employees are paid overtime (time and one-half) for all hours worked in excess of eight (8) hours per day on weekdays in home port and for all earned weekend and holiday hours in home port.
- C. Employees are paid overtime at sea for all hours worked over eight (8) on weekdays at sea and for all hours worked at sea on the weekends and on holidays. This overtime at sea rate consists of time and one-half plus the fifteen (15%) marine premium differential.
- D. Holidays and paid time off will count as time worked for the purposes of counting overtime.
- E. **Minimum Work Availability.** The Employer may require employees in Intermittent and Nonpermanent hourly position to provide at least a minimum number of available hours or shifts each week, month or schedule block. The Employer may also require

employees in Intermittent and Nonpermanent hourly positions to provide at least a minimum number of available weekend hours or shifts each week, month or schedule block. A minimum number of hours of shifts on holidays may also be required of employees in Intermittent and Nonpermanent hourly positions. Employees out of compliance may have their appointment terminated. Appointments may also end due to a lack of work.

Assignment of hours or continuation of employment is at the discretion of the Employer and is not grievable.

## **20.6 Probationary Period Upon Movement from Nonpermanent or Intermittent to Regular.**

- A. A Nonpermanent or Intermittent Employee hired into a regular bargaining unit position is required to serve a probationary period.
- B. A Nonpermanent or Intermittent Employee who is hired into a regular position in the same job classification in the same unit without a break in service through open recruitment will have their Nonpermanent or Intermittent hours of service apply toward their probationary period for that position up to a maximum of three (3) months of the six (6) month probationary period.
- C. The Employer may convert a Nonpermanent or Intermittent position into a permanent position if the Employer used a competitive process to fill the Nonpermanent or Intermittent position. In such circumstances the employee will serve a probationary or trial service period, whichever is applicable.

## **20.7 Compensation.**

- A. The rate of pay for employees under this Article must be placed on a salary step within the range for the classified title that best fits the work.
- B. The progression start date shall be established as follows:
  - 1. The first of the current month for actions occurring between the first and the fifteenth of the month; or,
  - 2. The first of the following month for actions occurring between the sixteenth and the end of the month.
- C. **Annual Salary Adjustment.** Annual salary adjustments up to the top automatic step will be administered the same as regular positions in the same classification.
- D. All positions filled by Nonpermanent and Intermittent Employees shall continue to receive the premiums and differentials they received prior to July 1, 2022, including any increases in the amounts of those premiums and differentials as provided for in this Agreement.
- E. **Hourly Sea Adjustment – Shore Time** – A salary premium of 1.143 hours of straight

time per day is paid to vessel operating crews whenever such vessels are operating and are dispatched away from homeport for a period in excess of twenty-four hours. Homeport is defined as the University of Washington. Shore Time commences and is payable beginning on the day of departure from homeport through the day of return to homeport. Crew members embarking or disembarking from the ship in other ports will receive shore leave on applicable days beginning with one travel day en route to the vessel and ending after one travel day departing the vessel. Employees in Nonpermanent Hourly and Intermittent positions will receive shore time as pay. Shore time is paid or accrued on all sea days including holidays and weekends.

## **20.8 Sick Time Off**

- A. Employees in Nonpermanent Fixed Duration positions will accrue sick time off per Article 4 Sick Leave.
- B. Employees in Nonpermanent Hourly and Intermittent positions will earn a monthly sick time off accrual proportionate to the number of hours in pay status (excluding overtime hours) in the month to that required for full-time (1.0 FTE) employment. Sick time off accruals cannot exceed eight (8) hours in a month.

## **20.9 Vacation Time Off**

- A. Employees in Nonpermanent Fixed Duration positions will accrue and use vacation time off per Article 5 Vacations.
- B. Employees in Nonpermanent Hourly and Intermittent positions will earn a monthly vacation time off accrual proportionate to the number of hours in pay status (excluding overtime hours) in the month to that required for full-time (1.0 FTE) employment.
- C. Employees in Nonpermanent and Intermittent positions will receive vacation time off accrual rate increases in accordance with Article 5 Vacations.
- D. Employees in Nonpermanent and Intermittent positions are subject to the maximum vacation time off accrual rules as outlined in RCW 43.01.044 for classified employment.
- E. Any employee who has been employed for at least six continuous months, who either resigns or retires, is laid-off or is terminated by the University shall be entitled to accrued vacation separation pay.

## **20.10 Holidays and Holiday Credit**

- A. Holiday credit is a balance of time off that is received in lieu of holiday compensation for employees in Nonpermanent Hourly and Intermittent positions. Holiday credit accrual is proportionate to the number of hours in pay status (excluding overtime hours) in the same month of the holiday to that required for full-time (1.0 FTE) employment, excluding all holiday hours. Holiday credit accrual will be calculated at the end of the month. Employees in Nonpermanent Hourly and Intermittent positions

hired during the month of the holiday will not receive credit for holidays that occur prior to their hire date.

B. Employees in Nonpermanent Hourly and Intermittent positions shall be paid for holiday credit in the same manner as regular appointments.

**20.11 Holiday Premium.** If an employee works one of the following holidays, they will receive time and one half (1 ½) for all hours worked on that holiday if the ship is in homeport. If the employee works on the holiday and the ship is at sea, the employee will receive holiday premium at a rate of time and one half plus the marine premium: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Native American Heritage Day, and Christmas Day.

### **20.12 Personal Holiday**

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

**20.13** The Following Articles in this Agreement apply to Nonpermanent and Intermittent Employees, except as modified within this article and below:

- Preamble
- Article 1 Recognition
- Article 2 Hiring
- Article 3 Union Dues
- Article 7 Class Specifications and Salary Schedules
- Article 8 Clothing
- Article 9 Bulletin Boards
- Article 10 Reimbursement for Loss of Personal Property
- Article 11 Hours of Work and Overtime
- Article 12 Maintenance and Cure
- Article 13 Subsistence and Quarters
- Article 14 Posted Sailing Time
- Article 16 Joint Labor Relations Committee (JLRC) and Grievance Procedures (non-corrective action only)
- Article 17 Management Responsibilities
- Article 18 No Strike/Lockout Pledge
- Article 19 Subordination of Agreement and Savings Clause

- Article 20 Duration

## Article 21 – Duration

This Agreement shall become effective July 1, 2021 and remain in force through June 30, 2023. The parties agree to notify each other at least ninety (90) calendar days prior to the anniversary date of the contract, of its intent to negotiate a new Agreement in accord with RCW 41.80.

## Appendix I

### Job Classifications

Job Code	Classification	Pay Table BN Salary Range
18969 23246	MARINE ENGINEER 1ST ASSISTANT	52
18970 23247	MARINE ENGINEER 2ND ASSISTANT	43
18971 23248	MARINE ENGINEER 3RD ASSISTANT	40
18978 23255	MARINER 1	24
18977 23254	MARINER 2	29
18974 23251	MATE CHIEF	52
18975 23252	MATE SECOND	43
18976 23253	MATE THIRD	40
18981 23258	MESS ATTENDANT	28
18972 23249	OILER MARINE	29
18980 23257	SECOND COOK – BAKER	33
18979 23256	SHIP'S STEWARD	40

<b>Job Code</b>	<b>Classification</b>	<b>Pay Table BN Salary Range</b>
18973 23250	WIPER	24

All employees will be placed at a step on the new range that is closest to, but not under, their current step value.

## Memoranda Of Understanding

### MOU – Market Wage Increase

Effective August 1, 2021 or thirty (30) days post ratification, whichever is later, the Employer will implement the following market range pay range increases, increasing each job classification by one pay range:

<b>Job Code</b>	<b>Classification</b>	<b>Pay Table BN Salary Range</b>
18969 23246	MARINE ENGINEER 1ST ASSISTANT	53
18970 23247	MARINE ENGINEER 2ND ASSISTANT	44
18971 23248	MARINE ENGINEER 3RD ASSISTANT	41
18978 23255	MARINER 1	25
18977 23254	MARINER 2	30
18974 23251	MATE CHIEF	53
18975 23252	MATE SECOND	44
18976 23253	MATE THIRD	41
18981 23258	MESS ATTENDANT	29
18972 23249	OILER MARINE	30

<b>Job Code</b>	<b>Classification</b>	<b>Pay Table BN Salary Range</b>
18980 23257	SECOND COOK – BAKER	34
18979 23256	SHIP'S STEWARD	41
18973 23250	WIPER	25

All employees will be placed at a step on the new range that is closest to, but not under, their current step value.

### **MOU – Market Wage Increase 2022**

Effective July 1, 2022, the Employer will implement the following market range pay range increase, increasing each job classification by one pay range:

<b>Job Code</b>	<b>Classification</b>	<b>Pay Table BN Salary Range</b>
18969 23246	MARINE ENGINEER 1ST ASSISTANT	54
18970 23247	MARINE ENGINEER 2ND ASSISTANT	45
18971 23248	MARINE ENGINEER 3RD ASSISTANT	42
18978 23255	MARINER 1	26
18977 23254	MARINER 2	31
18974 23251	MATE CHIEF	54
18975 23252	MATE SECOND	45
18976 23253	MATE THIRD	42
18981 23258	MESS ATTENDANT	30
18972 23249	OILER MARINE	31

Job Code	Classification	Pay Table BN Salary Range
18980 23257	SECOND COOK – BAKER	35
18979 23256	SHIP'S STEWARD	42
18973 23250	WIPER	26

All employees will be placed at a step on the new range that is closest to, but not under, their current step value.

## **MOU – The Accrual and Usage of Compensatory Time by Regular/Permanent Staff of the Research Vessel Thomas G. Thompson**

### **1. Background**

The University of Washington's College of the Environment operates the Research Vessel Thomas G. Thompson (THOMPSON). The THOMPSON is owned by the Office of Naval Research and scheduled and funded by the National Science Foundation (NSF). The University employs a staff of 21 permanent positions to crew the ship. Crew members generally work two months continuously on the ship followed by two months of "shore leave", in which they perform no work. Crew members typically elect to use accrued annual leave and accrued compensatory time ("comp time") to continue their income while on shore leave.

Due to limitations placed upon the University by the National Science Foundation, the University may only hire one permanent employee for each crew position. When a permanent crew member is on shore leave, the THOMPSON continues to operate, and the crew member's duties must continue to be performed. Some crew members possess experience and skill that allows them to temporarily assume the duties of senior crew positions while their incumbents are on shore leave, a practice known as "sailing up". When sailing up, the junior crew member temporarily takes on additional, higher level duties and receives a pay increase commensurate with that higher level work. However, under the University's current pay practices, crew members on shore leave and using comp time accrued while sailing up are not paid for the comp time at their sailing up rate. Instead, they are paid at the lower rate of their regular, permanent position.

### **2. Proposal**

The University wishes to put a new pay practice in place that would allow crew members to realize the full value of comp time accrued while sailing up. The University proposes to

permit the THOMPSON's permanent/regular crew to convert their comp time hours earned at their pay rate while sailing up into a dollar value which would then be paid out to the person at their regular pay rate while on shore leave. The proposed conversion will be calculated as follows:

**a. Comp time value (in dollars):**

(Hours of accrued comp time) \* (sailing up pay rate) = total comp time value

**b. Hours of comp time available for use during shore leave:**

(Total comp time value) / (regular pay rate) = total comp time hours

We believe the crew of the THOMPSON will view this proposed practice in a very positive light, and presuming there are no concerns, would like to put this new practice into place effective retroactively to the pay period beginning October 1, 2013.

## **MOU – Hourly Employees Aboard the RV Thomas G. Thompson – Bargaining Unit and Wages**

The parties agreed to the following regarding the inclusion of the following hourly job classifications in the IBU bargaining unit.

<b>Salaried Union Job Code</b>	<b>Current Temp Hourly Job Code</b>	<b>New Nonperm Hourly or Intermittent Union Job Code</b>	<b>Job Title</b>
18969	21075	XXXXX	MARINE ENGINEER, FIRST ASSISTANT
18970	21076	XXXXX	MARINE ENGINEER, SECOND ASSISTANT
18971	21077	XXXXX	MARINE ENGINEER, THIRD ASSISTANT
18978	21084	XXXXX	MARINER 1
18977	21083	XXXXX	MARINER 2
18974	21080	XXXXX	MATE, CHIEF
18975	21081	XXXXX	MATE, SECOND
18976	21082	XXXXX	MATE, THIRD
18991	21087	XXXXX	MESS ATTENDANT
18972	21078	XXXXX	OILER, MARINE
18980	21086	XXXXX	SECOND COOK-BAKER
18979	21085	XXXXX	SHIP'S STEWARD

18973

21079

XXXXX

WIPER

I. Transition of employees:

- a. On October 1, 2022, the Employer will move all existing Temporary Hourly employees on the R/V Thompson to new Intermittent positions.
- b. All Nonpermanent Hourly or Intermittent Job Profiles will be assigned to the same pay ranges as their salaried counterparts.
- c. Intermittent employees must be paid on a step within the salary range for the classified title that best fits the work.
- d. The employee's company service date, position entry date, progression start date and time off service date will be set as September 1, 2022.

**MOU: Retention Incentive Program**

The parties reached agreement on the following Retention Incentive Program for temporary hourly employees.

The following will be effective within sixty (60) days of ratification:

- A. The Employer will offer all temporary Mariner 2 (job code 21083) and Oiler, Marine (job code (21078) a five-thousand-dollar (\$5,000) retention bonus.
- B. The Employer will offer all temporary Second-Cook Baker (job code 21086) a five-thousand and five-hundred-dollar (\$5,500) retention bonus.
- C. The Employer will offer all temporary Marine Engineer, First Assistant (job code 21075), and Mate, Chief (job code 21080) a nine-thousand dollar (\$9,000) retention bonus.
- D. Retention bonuses will require a signed agreement committing the employee to one (1) year of employment in a temporary position from the date of the signed agreement and includes a requirement to complete 6 months on the vessel. The payment will be subject to full repayment if the employee leaves prior to fulfilling the agreement.
  1. Employees who are involuntarily separated as part of a layoff or reduction in force shall not be required to pay back the retention bonus.
  2. Employees who are hired into a permanent position aboard the same vessel without a break in service shall not be required to pay back the retention bonus.
  3. No payback will be due under the following extenuating circumstances that may prohibit the employee from continuing employment in order to fulfill commitment:
    - i. Military call back, military reassignment or deployment of the employee or employee's spouse

ii. Injury or illness that prevents the employee from working resulting in a medical separation.

E. Normal taxes and withholdings apply.

F. The retention bonus will only be available to employees who are in pay status during the pay period of the effective date and have been employed for at least twelve (12) months.

G. The retention bonus will not be offered to employees who have already received a sign-on bonus within the last twelve (12) months.

H. This MOU expires June 30, 2023. Individual agreements will expire upon separation or completion of the one-year agreement.

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