

## Summary of UAW Research Scientist/Engineers (RSEs) - UW 2023 - 2026 Collective Bargaining Agreement

CONTRACT PROVISION	SUMMARY OF CHANGES
Preamble	The parties agreed to the same contract language contained in the UAW Postdoc CBA. The Preamble defines the Employer, the University, and the Union.
Article 1 – Purpose and Intent	The parties agreed to similar contract language contained in the UAW Postdoc CBA. This article outlines the purpose of this CBA which is to provide for the wages, hours and terms and conditions of employment of the employees covered by this CBA. This articles also outlines the process that the Employer would use to satisfy its collective bargaining obligations before changing a matter that is a mandatory subject of bargaining.
Article 2 – Recognition	This article recognizes UAW as the sole and exclusive bargaining representative for the bargaining unit and included the description of the bargaining unit from the PERC certification
Article 3 – Management Rights	This article details management rights and details the Universities right to make and implement decisions and lists examples of management rights.
Article 4 – Classification and Reclassification	This article details the classification and reclassification process and how the Employer will determine what classification an employee falls in, the process for reclassifications, and the position review process. The Employer or employee may request that a position be reviewed when the requesting party believes that the basis of its request has become a permanent requirement of the position. Employees may not request that a position be reviewed more often than once every six months.
Article 5 – Contracting	The parties agreed to the same contract language contained in the UAW Postdoc CBA. The Employer shall, upon request, meet and confer with the Union over the effects of contracting. Contracting is an appropriate item for Joint Labor Management meetings (JLMs).
Article 6 – Corrective Action and Dismissal	This article details the forms that corrective action or dismissal may take. Informal counseling memoranda and/or written records of discussion, in and of themselves, are not corrective action, nor are they grievable. Upon request, an employee will have the right to Union representation at an investigatory meeting requested by the Employer, in which the employee reasonably believes could lead to corrective action.
Article 7 – Employee Assistance Program	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.
Article 8 – Employment	This article details what must be provided to an employee at least seven days prior to their proposed start date. This list includes: Job title, Employment (FTE) percentage, Supervisor’s name, Anticipated place of employment, Salary etc.

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Article 9 – Exit Interviews	This article details that the Employer will offer exit interviews to all resigning or retiring employees and the Employer and the Union may at any time initiate discussion of exit interviews in Joint/Labor Management Committee meetings.
Article 10 – Grievance Procedure	This article details the grievance process and the timelines associated with the steps. The parties agreed to a three step grievance process with the third step being both mediation and arbitration. The parties will schedule both at the same time with the goal of expediting the process.
Article 11 – Health and Safety	This article details the Universities efforts to maintain work practices, work environments, and PPE and equipment. The University shall provide the Union with a position on the University-wide health and safety committee.
Article 12 – Health Care Benefits Amounts	This article incorporates the agreement reached at the state level Healthcare Coalition bargaining for the 21-23 biennium as well as the 23-25 biennium.
Article 13 – Hiring, Promotions, and Transfers	This article details the rights and responsibilities of the Employer, current employees, and applicants with regards to filling positions and applying for promotions/transfers/voluntary demotions and the four-month trial service period for employees who move between positions covered by the agreement. Employees shall receive reasonable paid release time for job interviews at the University. Such time must be approved in advance by the supervisor subject to unit staffing needs and funding restrictions. Employees may also utilize vacation time off, compensatory time, or personal holiday
Article 14 – Holidays	The parties agreed to similar language as contained in other UAW CBAs including 11 days of paid holidays, prorated for part-time employees.
Article 15 – Hours of Work	This article defines part-time and full-time employees and details the process for temporary FTE reductions and increases. Employees may request and be granted alternative work schedules as determined by the Employer. The Employer may change an employee’s schedule to meet the needs of the research project.
Article 16 – Inclement Weather and Suspected Operations	The parties agreed to language regarding inclement weather and suspended operations. When the University is in operation but an employee is faced with unanticipated problems related to natural disasters or severe weather conditions, the Employer will allow the employee to telework if operationally feasible. Employees who are unable to telework may be approved to use compensatory time, holiday credit, personal holiday, vacation time off, or unpaid time off
Article 17 – Joint Union Management Committee	The parties agreed to similar contract language contained in the UAW Postdoc CBA. If requested, meetings will be held twice a year at mutually agreed upon times. Committee membership shall consist of up to five bargaining unit employees and a Union staff representative and an equal number of Employer

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	representatives. Committee meeting topics shall be limited to subjects of group rather than individual concerns.
Article 18 – Layoff, Rehire, Seniority	This article defines seniority, and details the layoff and rehire, and processes and rights. The layoff process requires at least 45 days notice to the Union and the employee(s). This article also details the involuntary permanent FTE reduction process.
Article 19 – New Employee Orientation	This article details that at least once per month, the Employer will offer a new employee orientation that will include a benefits orientation. A Union representative shall be allowed up to 30 minutes with employees during the new employee orientation.
Article 20 – No Strike, No Lockout	The parties agreed to the same contract language contained in the UAW Postdoc CBA. Therefore, during the life of the Agreement, the Employer shall not lock out any of the employees as a result of a labor dispute or grievance or disputes on personnel matters; nor shall the Union in any way authorize, assist, condone, participate in, or lend support to any work stoppage, work slowdown or any other curtailment of work in the bargaining unit.
Article 21 – Non-Discrimination and Harassment	This article outlines existing rights and protections for employees with regard to workplace violence, discrimination, harassment, retaliation, sexual harassment, UCIRO, diversity, and Lactation.
Article 22 – Overtime	The parties agreed to language defining overtime provisions for both overtime exempt and overtime eligible employees.
Article 23 – Performance Evaluation	This article details the performance evaluation process. This article details the timelines for performance evaluations as well as the meeting process, performance feedback, employee responses, and the form used for evaluations. Supervisors (or their designees) will conduct performance evaluations and have performance evaluation meetings with the employees at least once per annum, starting 2023, though employees may request evaluation more frequently. Within 60 calendar days of employment to a position, the employee’s supervisor will meet with the employee to discuss how job duties are evaluated and provide the initial written performance expectations.
Article 24 – Personnel Files	The article details what files should be in the personnel files of academic employees and how those employees may access such files. As RSEs are not academic employees, their personnel files are maintained by Campus HR, and their departments keep additional files.
Article 25 – PI Eligibility	This article states that within nine months each department, school, or college employing RSE’s A-4 will have a process for employees to request principal investigator (PI) status.

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Article 26 – Privacy	The Employer will notify the Union of public records requests for information received by the UW Office of Public Records that directly concern and encompass UAW 4121's members.
Article 27 – Probation	This article details the length of the probationary period, transfers while on probation, and how leave affects your probationary period. Every part-time and full-time employee will serve a probationary period of six 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 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.
Article 28 – Professional Development	This article details the processes regarding requesting leave and/or funding for the purpose of professional development.
Article 29 – Reasonable Accommodation of Employees with Disabilities	This article details the interactive disability accommodation process, disability leave, and pregnancy accommodations. Employees requesting accommodation must cooperate with the University in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion at the Employer's expense. The University will respond to completed accommodation requests as soon as possible. The employee may elect to be accompanied by a Union representative. Disability leave may be a combination of the employee's accrued sick time off, vacation time off, personal holiday, compensatory time, and/or unpaid time off, the combination of which may be determined by the employee.
Article 30 – Recognition of Work	This article states that publication credits shall accurately reflect the contributions and work of the individuals involved as determined by the University.
Article 31 – Reversion Rights	Employees who have reversion rights, must request to exercise them within 30 days of the termination of the exempt position.
Article 32 – Salary Overpayment Recovery	This article outlines the process followed when the Employer has determined that an employee has been overpaid wages.
Article 33 – Subordination of Agreement and Savings Clause	The parties agreed to the same contract language contained in the UAW Postdoc CBA. 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.
Article 34 – Telework and Work Location	This article details the process for requesting telework, telework agreements, and work locations. University policy permits employees to telework when the employee's supervisor evaluates the telework request and approves it. Determinations are at management discretion.

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Article 35 – Time Off and Leave	This article details the accrual rates and use of vacation and sick time off and the various other leaves.
Article 36 – Transportation and Commute Reduction	This article defines the employees access to the U-Pass, Husky Night Walk, and shower facilities. If an employee’s designated work location does not provide access to have shower facilities, upon the request of the employee, access to shower facilities may be granted at a nearby University-controlled building that has available employee shower facilities.
Article 37 – Travel	Any employee required to travel to a place of work other than their official duty station shall be reimbursed for travel costs if eligible. Reimbursements will be processed within 30 days of submission of all required reimbursement forms and receipts. Employees are eligible to apply for an Individual Travel Card with department/unit approval.
Article 38 – Tuition Exemption Program	Eligible employees who wish to take a course in addition to their regular work responsibilities may participate in the University’s tuition exemption program subject to operational needs and management discretion. Supervisors will make a good faith effort to allow the use of flex time or vacation time off for employees who wish to take a course during their regular work hours. The course is not required to benefit the department. When an employee is required to take a tuition exempt class by the Employer, all fees and related costs will be paid by the Employer.
Article 39 – Union Rights	The parties agreed to similar contract language contained in the UAW Postdoc CBA. The article outlines reports the Employer would regularly provide the Union, Union access to employees’ work spaces, how the Union designates its stewards, release time for Union business, and new employee rights. UW Applied Physics Laboratory is covered in an separate MOU.
Article 40 – Union Security	The parties agreed to similar contract language contained in the UAW Postdoc CBA. The article details how dues would be deducted from employees’ paychecks on behalf of the Union.
Article 41 – VCAP	The parties agreed to similar contract language contained in the UAW Postdoc CBA. The article details the process surrounding VCAP deductions, an additional voluntary deduction for UAW.
Article 42 – Compensation	The following across the board increases were agreed to for all employees: <ul style="list-style-type: none"> <li>• Effective October 1, 2023: 4% across-the-board increase for all employees</li> <li>• Effective November 1, 2024: 3.5% across-the-board increase for all employees</li> <li>• Effective November 1, 2025: 3.5% across-the-board increase for all employees</li> </ul>

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	<ul style="list-style-type: none"> <li>• Effective April 1, 2026: 1% across-the-board increase for all employees</li> </ul> <p>Definitions can be found for In-grade Salary Adjustments, Pay for Teaching, Period Activity Pay, excess compensation, additional compensation, Temporary Pay Increase, Administrative Supplement, and Sea and Remote Research Pay.</p> <p>The Employer may provide Sea and Remote Research pay (SRR) during a research cruise or trip. SRR is only paid to employees in overtime exempt classifications when qualifying conditions are met as determined by the Employer.</p>
Article 43 – Workspace and Materials	<p>This article helps define the workspace and materials that will be provided by the Employer to the employee. Employees shall be reimbursed for materials and services that are not provided to the employee by the department, but are determined by the supervisor to be required for the position and project(s). Reimbursement must be approved by the supervisor and, in cases of sponsored project related materials, by the Principal Investigator, prior to their purchase.</p>
Article 44 – Duration	<p>This Agreement shall become effective upon ratification by the Union and the Board of Regents and remain in force through June 30, 2026.</p>
MOU – EPIC Program	<p>The parties agreed that the University will add an additional .2 FTE for a total of four (4) .2 FTE Research Scientist and postdoctoral scholar trainer appointments/assignments per calendar year to administer the prevention of sexual harassment training program currently available to Academic Student Employees (ASEs) and postdoctoral scholars.</p>
MOU – Position Review Appeal Process	<p>This MOU details the 30 day timeline for the Union to appeal a position review, the process for selecting a hearing officer, and the hearing process.</p>
MOU – Retaining Institutional Knowledge	<p>The parties agreed that Research Scientists shall be eligible to apply for the Bridge Funding Program to span a temporary funding gap and ensure the continuity of research projects following the loss of research funding.</p>
MOU – Salary Adjustment	<p>The parties agreed that effective October 1, 2023, the University will provide a salary increase of three and a quarter percent (3.25%) to employees who were hired prior to April 1, 2022 and received no permanent salary increase throughout the entire period of April 1, 2022, through September 30, 2023. The RSE must also still be in the bargaining unit in an active position with an FTE on July 15, 2023 to be eligible.</p>
MOU – Salary Range Minimums	<p>The parties agreed to the following for salary range adjustments:</p> <ul style="list-style-type: none"> <li>• Research Scientist/Engineer Assistant and associated APL titles: <ul style="list-style-type: none"> <li>• Six percent (6%) effective October 1, 2023</li> </ul> </li> </ul>

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	<ul style="list-style-type: none"> <li>• Ten percent (10%) effective November 1, 2024</li> <li>• Ten percent (10%) effective November 1, 2025</li> <li>• Research Scientist/Engineer 1 and associated APL titles:               <ul style="list-style-type: none"> <li>• Six percent (6%) effective October 1, 2023</li> <li>• Ten percent (10%) effective November 1, 2024</li> <li>• Ten percent (10%) effective November 1, 2025</li> </ul> </li> <li>• Research Scientist/Engineer 2 and associated APL titles:               <ul style="list-style-type: none"> <li>• Four percent (4%) effective October 1, 2023</li> <li>• Eleven percent (11%) effective November 1, 2024</li> <li>• Eleven percent (11%) effective November 1, 2025</li> </ul> </li> <li>• Research Scientist/Engineer 3 and associated APL titles:               <ul style="list-style-type: none"> <li>• Four percent (4%) effective October 1, 2023</li> <li>• Eleven percent (11%) effective November 1, 2024</li> <li>• Eleven percent (11%) effective November 1, 2025</li> </ul> </li> <li>• Research Scientist/Engineer 4 and associated APL titles:               <ul style="list-style-type: none"> <li>• Four percent (4%) effective October 1, 2023</li> <li>• Eleven percent (11%) effective November 1, 2024</li> <li>• Eleven percent (11%) effective November 1, 2025</li> </ul> </li> </ul>
MOU – Union Rosters (APL)	The parties agreed on a set of data to be provided to the Union via the Union rosters, in accordance with state and federal law and the University’s status as a cleared Department of Defense contractor. The parties also agreed that in the event the Union becomes aware of a data breach involving information related to UW employees, they will notify the University.
Side Letter A – Equity Survey	The parties agreed that RSEs will be included in the ASE and Postdoc equity survey for the 2023-2024 and the 2024-2025 academic years.
Side Letter B – Visa Sponsorship	This Side Letter details that the University may establish a pilot program for non-academic employee visa sponsorship. Should the Employer decide to start a pilot program, the Employer and Union may meet to discuss the program’s progress.