

University of Washington Human Resources

IBU contract

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The Inlandboatmen’s Union of the Pacific Thompson Research Vessel Crew Contracts (Effective 7/1/23 – 6/30/25)

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

The parties individually agree that they will not engage in any act or practice or pursue any policy which is discriminatory against any employee who may be a qualified disabled individual, has status as a protected veteran, who is a victim of domestic violence, sexual assault or stalking, nor because of their military status, age, sex (except where sex or age is a bona fide occupational qualification), sexual orientation, gender identity or expression, genetic information, pregnancy, political affiliation, political belief, marital status, race, national origin, color, creed, religion, immigration status, citizenship, or membership or non-membership in a union, in accordance with University of Washington Executive Order 31.

Affirmative Action

In conjunction with Federal and State laws, regulations, and Executive Orders, the Employer and the Union agree on the need for an affirmative action program to correct and review any

inequities in the employment processes. The Employer shall implement, monitor, and report on an affirmative action program requiring the Employer to make special efforts to recruit, employ, retain, train, promote, encourage career development, and transfer qualified members of underrepresented or groups formerly excluded, even if that exclusion cannot be traced to particular discriminatory actions on the part of the Employer. The Employer shall also develop or update, implement, monitor, and report on affirmative action goals for hiring and/or promoting members of protected groups into job classes/categories where it has been determined that under-representation exists. The Employer shall make no decisions regarding employment based on membership in any protected class.

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. All employees will be hired in full-time positions, except those covered by Article 20 Nonpermanent and Intermittent Employees.

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 pay roll 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 time off for each month of completed regular monthly service. Employees with unpaid time off 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 time off accruals must not exceed eight (8) hours in a month.

b. Sick Time Off – Use. Sick 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.
- 4) Sick time off 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.

6) After the declaration of an emergency by a local or state government agency or by the federal government

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

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

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

f. Sick Time Off Verification. The Employer will not require verification for absences of less than three (3) consecutive work days. Such verification or proof may be given to the manager according to departmental policy. The Employer will not make unreasonable requests for sick time off 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, child's spouse, parent, grandparent, grandchild, sibling. It also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent, grandchild, 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. Family member includes any individual who regularly resides in the employee's home, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.

Upon completion of sick time off use, crew members shall be returned to the vessel at the Employer's expense as soon as it is practical.

Section 3. Sick Time Off Cash Out. Eligible employees may elect to receive monetary compensation for accrued sick time off as follows:

In January of each year an employee whose sick time off balance at the end of the previous year exceeds four hundred eighty (480) hours may elect to convert the sick time off hours earned in the previous calendar year, minus those hours used during the year, to monetary compensation. No sick time off 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 time off balance.

Employees who separate from University service due to retirement or death shall be compensated for the unused sick time off 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.

Former eligible employees who are re-employed within five (5) years from a break in service shall be granted all unused sick time off 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 time off 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 time off shall be scheduled in accordance with the preference of the employee. Upon completion of vacation time off use, 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 time off during the new hire probationary period. The 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 Time Off Maximum

Employees may accumulate maximum vacation time off balances not to exceed the statutory limits in accordance with RCW 43.01.040 (currently two hundred eighty (280) hours). However, there are two (2) exceptions that allow vacation time off to accumulate above the maximum.

A. If an employee's request for vacation time off is, and the employee has not exceeded the vacation time off maximum (currently two hundred eighty (280) hours), the Employer shall grant an extension for each month that the Employer defers the employee's request for vacation time off.

B. An employee may also accumulate vacation time off in excess of the statutory limit (currently two hundred eighty (280) hours) as long as the employee uses the excess balance prior to their anniversary date. Any vacation time off in excess of the maximum, will be lost on the employee's anniversary date (time off service date).

Section 4. Vacation Time Off 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 cash out of accrued vacation time off.

Article 6 – Wages and Other Pay Provisions

Section 1. Wages:

A. Effective July 1, 2023, all salary ranges on the BN table will be increased by four percent (4%). This increase will be based upon the salary schedule in effect on June 30, 2022.

B. Effective July 1, 2024, all salary ranges on the BN table will be increased by three

percent (3%). This increase will be based upon the salary schedule in effect on June 30, 2023.

C. Employees who are paid above the maximum for their range on the effective date of the increase described in A or B above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

Section 2. Marine Premium Pay:

A premium at a rate of fifteen percent (15%) of base pay is paid whenever an employee is working aboard the vessel.

Section 3. Compensation:

- A. Employees must be placed on a step within the range for the classified title that best fits the work.
- B. **Annual Salary Adjustment.** Employees will receive a one (1) step increase annually, based on their progression start date (PSD) until they reach the top automatic step of the pay range.
- C. An employee's 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.
- D. When a progression start date coincides with a promotional date, the appointment to a new salary range, and/or a market adjustment, the progression start date will be applied first.
- E. **Employee Recruitment and Retention (R&R) Step Increases:** Upon mutual agreement, the University may approve additional progression increases at any time. Failure by the Union to respond to the notice within ten calendar (10) days will constitute approval of the increase(s). The day of notice constitutes day one (1). Such additional progression increases will not change an employee's progression start date.
- F. **Job Profile Recruitment/Retention Increases.** The Employer may increase the salary of classifications that are experiencing recruitment/retention problems, upon thirty (30) days' notice to the union and the opportunity for the union to bargain.

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. Alternate watch schedules may be approved or rescinded at the discretion of the Employer.

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. All work in excess of either eight (8) hours in a day or forty (40) hours in a FLSA (Fair Labor Standards Act) workweek (Monday to Sunday), shall be paid at the overtime rate of time and-one-half (1-1/2) times the employee's regular rate. All work performed outside the assigned sea watch hours as described in Section 1 above shall be paid at the overtime rate. Holidays and paid time off will count as time worked for the purposes of counting overtime.

Section 6. Overtime on the Ship. Employees are paid overtime on the ship for all hours worked over eight (8) hours on weekdays on the ship and for all hours worked on the ship on the weekends and on holidays. This overtime on the ship rate consists of time and one-half plus the fifteen (15%) marine premium differential (1.725%).

Holidays and paid time off will count as time worked for the purposes of counting overtime.

Section 7. Compensatory time. Employees may elect to be paid for any overtime or may request to accrue this as compensatory time. At no time may an employee accumulate more than 240 hours of compensatory time, nor a combined total of 480 hours of shore leave and compensatory time. When an employee's total of compensatory time reaches 480 hours, any subsequent overtime or overtime at sea must be paid.

Compensatory time must be used or paid for by June 30th of each fiscal year. The employee's unused compensatory time balance will be cashed out every June 30th or when the employee leaves University employment for any reason. The Department may petition to extend this deadline for a maximum of ninety (90) days. Petitions may be submitted to Human Resources on behalf of individual crew members who request to retain hours to cover an approved vacation that has already begun by or is scheduled to begin soon after June 30.

The employee's compensatory time balance may also be cashed out when the employee:

- Transfers within their department to a position with different funding sources, or
- Transfers to a position in another department.

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 time off 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 time off, any other accrued paid time off, or unpaid time off. 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 probable 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 – Corrective Action/Dismissal

The Employer may take the following corrective actions: written warning(s), demotion, or dismissal. No employee shall be subject to corrective action without just cause. Any employee who is disciplined, discharged, 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.

A performance evaluation, a verbal coaching (documented or not), is not considered corrective action and is not subject to the grievance procedure, although each may be used to demonstrate that an employee had knowledge that their actions could subsequently lead to corrective action or dismissal.

Article 16 – 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.

16.1 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.

16.2 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.

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

16.4 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.

16.5 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.

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

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

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

16.8 Resolution

If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

16.9 Consolidation

Grievances arising out of the same set of facts may be consolidated by written agreement.

16.10 Filing and Processing

a. Filing A grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence.

When possible the thirty (30) day periods above should be used to attempt to informally resolve the dispute. The union steward or staff representative will indicate when a discussion with the Employer is an attempt to informally resolve a dispute.

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

16.11 Steps of the Grievance Procedure. All grievances shall be processed in accordance with the following procedure. Upon mutual agreement, Step One, Two or Three may be skipped. Grievances over dismissal will begin at Step Two.

Step One: Supervisor, Manager or Designee

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

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

Step Three: Grievance Mediation. If the grievance is not resolved at the Step Two, the Union may file a request for mediation with the Public Employment Relations Commission (PERC) in accordance with WAC 391-55-020, with a copy to the Labor Relations Office within thirty (30) days of receipt of the Step Two decision. In addition to all other filing requirements, the request must include a copy of the grievance and all previous responses. The Employer will inform the Union, in writing, and PERC within thirty (30) days of receipt of Mediation request if they are not in agreement. If those services are unavailable on a timely basis, the parties may request a list of grievance mediators from the Federal Mediation and Conciliation Service (FMCS) or other agreed upon mediation provider. The cost of the mediation shall be borne equally by both parties.

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

Panel of Arbitrators:

- A. Within sixty (60) calendar days of the execution of the Agreement, the parties agree to meet to establish a permanent panel of six (6) arbitrators.
- B. These arbitrators shall be assigned cases by the parties on a rotating basis. If the arbitrator is not available to hear the case within sixty (60) calendar days of being contacted to request available arbitration dates either party may elect to go to the next arbitrator in the rotation. If no arbitrator can hear the case within sixty (60) calendar days of being contacted, the case will be assigned to the arbitrator who can hear the case on the earliest date.
- C. The appointment to the panel will be for the life of the Agreement. If an arbitrator decides to remove their name from the panel the parties will meet to decide whether to substitute an additional name(s).

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

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

Authority of the Arbitrator

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

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.

16.12 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.

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

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 Annual Salary Adjustment. Employees will receive a one (1) step increase after working one thousand and forty (1040) regular hours past their progression start date (PSD) up to the top automatic step.

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 6 Wages and Other Pay Provisions (except Section 3(B))
- 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 23 Joint Union Management Committee
- MOU: Pay Table BN
- MOU: Recruitment and Retention Range Increases
- MOU: Targeted Recruitment and Retention Wage Increases.

Article 21 – Duration

This Agreement shall become effective July 1, 2023 and remain in force through June 30, 2025. 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.

Article 22 – Holidays

22.1 Holidays

The present holiday schedule includes the following eleven (11) days with pay.

- New Year's Day
- Martin Luther King Jr (Third Monday of January)
- President's Day (Third Monday of February)
- Memorial Day
- Juneteenth (June 19)
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Native American Heritage Day
- Christmas Day

To be paid for a holiday not worked Employees must be in pay status for at least four (4) hours on the last scheduled work shift preceding the holiday.

The Employer may designate other days or shifts to be observed in lieu of the above holidays.

22.2 Holiday Pay Rules

The following applies to the holidays listed in this Article:

- A. When the holiday falls on the full 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 eight (8) hours of holiday credit.
- B. When the holiday falls on the full time employee's regularly scheduled work day and is not worked, the employee will be paid eight (8) hours at the employee's regular rate of pay. If the employee's shift is more than eight (8) hours, the employee will be allowed to use compensatory time, holiday credit, vacation time off, or unpaid time off to complete the regularly scheduled work hours for the day, or by a mutually agreed upon temporary modified weekly schedule.
- C. When the holiday falls on the employee's regularly scheduled day off, the employee will receive eight (8) hours of holiday credit.

Holiday Credit

- A. Holiday credit will be used and scheduled by the employee in the same manner as vacation time off. Holiday credit must be used before vacation time off unless doing so would cause the employee to exceed the two hundred eighty (280) hour vacation time off 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.

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

1. 1) The employee has been continuously employed by the University for more than four (4) months;
2. 2) The employee has requested and been approved to take the personal holiday in accordance with Article 17 Vacation Time Off,

B. It is the employee's responsibility to schedule the Personal Holiday before December 31st. If not requested it is forfeited.**C. Entitlement to the holiday will not lapse when it is cancelled by the Employer and cannot be rescheduled before December 31st.****D. Employees shall receive eight (8) hours of regular pay for the personal holiday. Any differences between the scheduled shift for the day and eight (8) hours may be adjusted by use of use of compensatory time, holiday credit, use of vacation time off, or unpaid time off.**

Article 23 – Joint Union-Management Committee

23.1 Committee Purpose and Membership.

A Joint Union-Management Committee is established to provide a forum for communications between the two (2) parties and to deal with matters of general Union/Employer concern. The committee's function will be limited to an advisory capacity and shall not include any decision-making or collective bargaining authority.

Committee membership shall consist of two (2) bargaining unit employees and a Union staff representative and four (4) Employer representatives to include the Assistant Vice President of Labor Relations or designee.

23.2 Meetings. Committee meetings may be requested by an authorized representative of either party. Requests for a quarterly meeting shall be honored; however, once convened, the committee may meet more or less frequently as mutually agreed between the parties.

At least one (1) weeks' notice shall be given to members of any agreed upon meeting and the agenda. Committee meetings shall normally be held during University business hours and at a mutually agreeable time and date. Employee members shall experience no loss in salary for meeting participation; however, meeting times are not construed as work time and no overtime shall be claimed or paid for meetings attended outside the employee members' regular working hours.

23.3 Limitations.

Committee meeting topics shall be limited to subjects of group rather than individual concern, and the committee shall not discuss grievances properly processed under Article X of the Agreement. Further, it is not intended that this Article obligate in any way either party to negotiate on personnel matters covered in this Agreement or to alter, limit, restrict, or reduce prerogatives of either party otherwise provided in this Agreement.

Article 24 – Probation

An employee will attain permanent status in a job classification upon their successful completion of a probationary period.

- 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 probationary periods 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 or for purposes of faith, or conscience. 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 (A) above, 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. An appointing authority may reject an employee who has not completed a probationary period. Upon request by the employee and within 10 business days of notice, a meeting to explain such action shall be held with a representative of the Employer. At the employee's request a representative of the Union shall attend such meetings. Such rejection is not subject to the grievance procedure, except in cases involving discrimination.

Article 25 – Shore Leave

When the vessel is operating and dispatched away from homeport for a period in excess of twenty-four (24) hours, employees earn eight (8) hours of shore leave for every seven (7) days at sea (1.143 hours per day). 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. Shore leave is paid or accrued on all sea days including holidays and weekends.

Appendix I

Job Classifications

Job Code	Classification	Pay Table BN Salary Range
18969 23246	MARINE ENGINEER 1ST ASSISTANT	54
18970 23247	MARINE ENGINEER 2ND ASSISTANT	48
18971 23248	MARINE ENGINEER 3RD ASSISTANT	42
18978 23255	MARINER 1	26
18977 23254	MARINER 2	33
18974 23251	MATE CHIEF	54

Job Code	Classification	Pay Table BN Salary Range
18975 23252	MATE SECOND	48
18976 23253	MATE THIRD	42
18981 23258	MESS ATTENDANT	30
18972 23249	OILER MARINE	33
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.

Memoranda Of Understanding

MOU – Targeted Recruitment and Retention Wage Increases

During negotiations for the 2023-2025 successor agreement, the parties agreed to the following recruitment and retention wage increases, effective July 1, 2023:

1. Mariner 2 (Job Code 18977 and 23254) shall move from Pay Table BN Range 31 to Range 33. Employees will be placed on the new range at their current step.
2. Oiler Marine (Job Code 18972 and 23249) shall move from Pay Table BN Range 31 to Range 33. Employees will be placed on the new range at their current step.
3. Marine Engineer, Second Assistant (Job Code 18970 and 23247) shall move from Pay Table BN Range 45 to Range 48. Employees will be placed on the new range at their current step.
4. Mate Second (Job Code 18975 and 23252) shall move from Pay Table BN Range 45 to Range 48. Employees will be placed on the new range at their current step.
5. There will be no impact to progression start dates.
6. This MOU will expire upon implementation.

MOU – Recruitment and Retention Range Increase

Effective July 1, 2023, the Employer will implement a recruitment and retention increase of fifteen percent (15%) to all ranges on the BN table.

Effective July 1, 2024, the Employer will implement a recruitment and retention increase of seven- and one-half percent (7.5%) to all ranges on the BN table.

All employees will stay at their current step. Progression Start Dates (PSDs) are not impacted.

This MOU will expire upon implementation.

MOU – Pay Table BN

- A. Effective July 1, 2024, the Employer will elongate the BN table by renaming the current steps G through M, A through G.
- B. All employees will be placed on the new pay range at an available pay step nearest to but not less than their current rate of pay, not to exceed the top automatic step.
- C. Employees will advance to the new steps, through the normal annual step increase process based on their progression start date.
- D. A visual of the elongated pay table is included below. Step values will be based on the values as of the day of implementation.

IBU BN Example	< --- S T E P --- >												
	A	B	C	D	E	F	G	H	I	J	K	L	M
Current							\$1	\$2	\$3	\$4	\$5	\$6	\$7
Proposed as of 7/1/24	\$1	\$2	\$3	\$4	\$5	\$6	\$7						

MOU – Living Quarters

Upon request, the parties will meet in a joint union/management committee meeting(s) to discuss living quarters on the R/V Thompson. Topics may include, but are not limited to, the process for assigning staterooms and work towards planning the possible division of the two remaining crew rooms.

This side letter expires on June 30, 2025.

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):**

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

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

$(\text{Total comp time value}) / (\text{regular pay rate}) = \text{total comp time hours}$

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.
