

## University of Washington Human Resources

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# SEIU 925 contract

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## UW SEIU 925 (Effective 7/1/23 – 6/30/25)

### Contract Consolidation

Neither party will be bound by typographical errors, grammatical errors, or other instances of unintended error in this contract. Furthermore, the parties agree that any unintended changes to the contract language as a result of contract consolidation will not create new legal rights or responsibilities outside of the parties’ specific intent. The parties reserve the right to correct any such mistakes or omissions by mutual agreement at any point during the life of the contract in order to preserve the original intent of the language.

### Preamble and Purpose

This Agreement is made by and between the Board of Regents of the University of Washington, hereinafter referred to as the Employer, and the Service Employees International Union, Local 925, hereinafter referred to as the Union.

The Employer is the Board of Regents of the University of Washington acting through its agents, administrators, and supervisors as determined by the Board of Regents.

Provisions of this Agreement apply to those regular monthly employees and Nonpermanent Fixed Duration employment who are employed at the University of Washington in classifications included in the University-wide Nonsupervisory bargaining unit, University-wide Supervisory bargaining unit, Contact Center bargaining unit, Contact Center Supervisory bargaining unit, Harborview Medical Center Technical bargaining unit, Healthcare

Professional/Laboratory Technical bargaining unit, Research Technologist bargaining unit, and Research Technologist Supervisor bargaining unit (see Appendix I). Intermittent and Nonpermanent Hourly employees shall be covered per Article 59.

The purpose of this Agreement is to set forth certain terms and conditions of employment and to promote orderly and peaceful labor relations between the parties. The parties agree that it has been and will be their mutual aim to promote systematic and effective employee-management cooperation; fair and reasonable working conditions; effective methods for the prompt adjustment of differences, misunderstandings, and disputes; and dignified and fair treatment of employees in the implementation of all policies and procedures.

## Article 1 – Union Recognition

**1.1.** The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, and working conditions for all employees of the University of Washington in bargaining units certified by the Washington Personnel Resources Board, the Public Employment Relations Commission and/or the Department of Labor and Industries under the jurisdiction of RCW 28B.16 and 41.80. The composition of these units is as set forth in Appendix I of this Agreement – Bargaining Units Represented by the Service Employees International Union, Local 925, hereinafter referred to as the Union.

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

## Article 2 – Nondiscrimination

**2.1.** 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. Unlawful harassment is included as a form of prohibited discrimination.

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

**2.3. Complaints.** Employees who feel they have been the subject of discrimination, harassment, or retaliation are encouraged to discuss such issues with their supervisor, administrator, or Human Resource Consultant for local resolution. The employee may also choose to report the incident utilizing the bias reporting tool (Reporting Bias Incidents ([washington.edu](http://washington.edu)) or UW Medicine Bias Reporting Tool | Care Transformation ([washington.edu](http://washington.edu))). The goal of local resolution is to address and resolve problems as quickly as possible and to stop any inappropriate behavior for which any University employee is responsible. A formal complaint may be filed with the Civil Rights Investigation Office. Employees may also file discrimination, harassment or retaliation complaints with appropriate federal or state agencies or through the grievance process in accordance with Article 6 of this Agreement. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, harassment or retaliation the grievance will be suspended until the internal complaint process has been completed.

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

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

**2.5.** The University will provide training for faculty and staff with the purpose of eliminating structural racism against all races and promoting DEI as required by law. Once completed, a report containing a summary of the training results and progress towards the University's goals will be provided to the Union upon request.

**2.6.** Both parties agree that nothing in this Agreement will prevent the implementation of an approved affirmative action plan.

**2.7.** A grievance alleging a violation of this article must be submitted within 180 days of an alleged occurrence.

**2.8.** When a grievance or complaint is filed, the University will implement interim measures as appropriate.

## **Article 3 – Reasonable Accommodation of Employees with Disabilities**

**3.1.** Disability Accommodation. The Employer and Union will comply with all relevant federal and state laws, regulations and executive orders and with the provisions of University of Washington Administrative Policy Statement 46.5 on Reasonable Accommodation of Employees With Disabilities. The University and the Union are committed to providing reasonable accommodation to employees with disabilities.

**3.2.** An employee who believes that they suffer a disability and requires a reasonable accommodation to perform the essential functions of their position may request such an accommodation through the Disability Services Office (<https://hr.uw.edu/policies/disability-accommodation/>) or otherwise informing the employee's supervisor and/or department of the need for accommodation.

**3.3.** 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 Employer expense. Medical information disclosed to the Employer will be kept confidential.

**3.4.** The Employer will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided.

**3.5.** An employee who is unable to perform the essential function of their position due to disability may be separated from service after the Employer has made good faith efforts to reasonably accommodate the employee's disability in accordance with applicable state and federal law. Disability separation is not a corrective action.

**3.6. Disability Leave.** 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. If disability leave is taken as an unpaid absence, the employee may apply eight (8) hours of accrued paid time off per month during at least the first four (4) months of disability leave to provide for continuation of employer paid health benefits. The interspersed paid time off will be applied to the first working day of the month.

**3.7. Pregnancy Accommodation.** The Employer and the Union will comply with all relevant federal and state laws, regulations, and executive orders and with the provisions of Washington Administrative Policy Statement 46.7 Reasonable Accommodation of Pregnant Employees. The University and the Union are committed to providing reasonable accommodation to pregnant employees.

A. The following pregnancy-related accommodations shall not require health care provider certification and are not subject to an employer's claim of undue hardship:

1. Providing more frequent, longer, or flexible restroom breaks;
2. Modifying a no food or drink policy;
3. Providing seating or allowing the employee to sit more frequently if their job requires them to stand; and
4. Restricting lifting to 17 lbs. or less.

B. An employee's pregnancy or pregnancy-related health condition may also be accommodated as follows:

1. Job restructuring, part-time or modified work schedules, reassignment to a vacant position, or acquiring or modifying equipment, devices, or an employee's work station;
2. Providing for a temporary transfer to a less strenuous or less hazardous position;
3. Providing assistance with manual labor and limits on lifting;
4. Scheduling flexibility for prenatal visits; and
5. Any further pregnancy accommodation an employee may request.

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

## **Article 4 – Workplace Behavior**

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

Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. At no time will bullying be accepted as appropriate workplace behavior. Bullying is defined as language or conduct that is unwelcome and sufficiently severe, persistent, or pervasive such that it could reasonably be expected to create an intimidating, hostile, or offensive environment, or has the purpose or effect of unreasonably interfering with an employee's work performance, when viewed through both an objective and subjective standard. If an employee and/or the employee's union representative believes the employee has been subjected to inappropriate workplace behavior, the employee and/or the employee's representative is encouraged to report this behavior to the employee's supervisor, a manager in the employee's chain of command and/or the Human Resources Office. For incidents involving alleged bias, the employee may also choose to report the incident utilizing the bias reporting tool (Reporting Bias Incidents ([washington.edu](https://www.washington.edu)) or UW Medicine Bias Reporting Tool | Care Transformation ([washington.edu](https://www.washington.edu))). The Employer will investigate the reported behavior and take appropriate action as necessary, which may include training for the individual(s) or the department involved in the incident. The employee and/or union representative will be notified upon conclusion of the investigation.

Retaliation against employees who make a workplace behavior complaint will not be tolerated and will be viewed as a separate violation.

Grievances may be filed up to Step 3 Mediation.

## Article 5 – Affirmative Action

**5.1. Policies.** 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 underrepresentation exists. The Employer shall make no decisions regarding employment based on membership in any protected class.

**5.2.** Groups included in the affirmative action program are the protected classes covered by the relevant federal and state regulations.

**5.3. Affirmative Action Reports.** Upon request the Employer will provide the Union with its current affirmative action reports listing placement goals of the University for bargaining unit employees.

**5.4.** It is agreed by the parties that a bargaining unit member elected or selected by the Union shall be encouraged to take an active interest in affirmative action plans affecting each bargaining unit covered by this Agreement.

## Article 6 – Grievance Procedure

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

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

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

safe from restraint, interference, discrimination, or reprisal.

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

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

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

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

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

**6.6. 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.

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

**6.8. 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.

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

**6.10. 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.** 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.
- c. **Processing.** The Union and the Employer agree that in-person meetings are preferred at all steps of the grievance process and will make efforts to schedule in-person meetings, if possible.

**6.11. 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 final counseling or 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.** 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, SEIU 925, WFSE 1488, and the Employer, agree to meet to establish a permanent panel of six (6) arbitrators. If the parties do not meet or if there is no agreement on the panel, the current panel will remain.
- 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.

### 6.12. Arbitration Costs.

1. The fees and costs of the arbitrator, and the cost (if any) of the hearing room, will be shared equally by the parties.
2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
4. Each party is responsible for all fees and costs of its staff representatives, attorneys, experts, witnesses –and all other costs related to the development and presentation of

their case. Every effort will be made to avoid the presentation of repetitive witnesses.

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

## Article 7 – Employee Rights

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

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

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

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

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

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

**7.5. Indemnification.** The University will indemnify employees for activities arising out of their employment in accordance with University policy.

**7.6. Off the Job Activities.** The private and personal "off the job" lifestyle and activities of any employee shall not be legitimate grounds for corrective action initiated by Management except where such life style or activities, constitute a conflict of interest as set forth in RCW 42.18 or are detrimental to the employee's work performance.

**7.7. Off Duty Employment.** Employees may engage in off duty employment that is consistent with University policy and state law to include Administrative Policy Statement on Outside Consulting Activities and Part-Time Employment by Professional or Classified Staff Employees (APS 47.3).

## Article 8 – Employee Facilities

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

- a. Employees are encouraged to report to supervision any condition in employee facilities which appear to be below minimum standards.
- b. The adequacy of employee facilities, including sanitary supply dispensers, wellness rooms, lactation stations, all gender bathrooms, or any change in employee facilities, shall be a proper subject for discussion by the Joint Union-Management Committee.
- c. Regarding the use of Gender Segregated Facilities:
  1. Facility use. The Employer shall allow individuals the use of gender-segregated facilities, such as restrooms, locker rooms, and dressing rooms that are consistent with that individual's gender expression or gender identity.  
In such facilities where undressing in the presence of others occurs, The Employer shall allow access to and use of a facility consistent with that individual's gender expression or gender identity.
  2. The Employer shall not request or require an individual to use a gender-segregated facility that is inconsistent with that individual's gender expression or gender identity, or request or require an individual to use a separate or gender-neutral facility.  
If another person expresses concern or discomfort about a person who uses a facility that is consistent with the person's gender expression or gender identity, the

person expressing discomfort should be directed to a separate or gender-neutral facility, if available.

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

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

## Article 9 – Hours of Work

### 9.1. General.

- a. Hours of work for regular employees in the bargaining units listed in Appendix I shall be established by the employing official.
- b. Overtime may be assigned outside of normally scheduled shifts and compensated in accordance with Article 10.

### 9.2. Definitions.

- a. **Full-time Employee.** A regular staff employee scheduled to work forty (40) hours per week in a seven (7) day period; or for designated hospital personnel scheduled to work eighty (80) hours in a fourteen (14) day period.
- b. **Part-time Employee.** A regular staff employee scheduled to work less than forty (40) per week in a seven (7) day period; or for designated hospital personnel scheduled to work less than eighty (80) hours in a fourteen (14) day period. Part-time employees shall receive all benefits of employment on a pro-rata basis, except health benefits coverage which is determined by the state.

### 9.3. Meal and Rest Breaks.

- a. The provisions of section 9.3 are agreed upon pursuant to RCW 49.12.187. To the extent these provisions differ from any statutes and regulations relating to rest and meal breaks, and the right to wages and overtime for missed rest and meal breaks (including but not limited to RCW 49.12.480, 49.46.020, 49.46.090 and 49.52.050, and WAC 296-126-092), the provisions of section 9.3 vary and supersede such statutes and regulations. These policies will follow the minimum standards for working conditions of RCW 49.12 and WAC 296-126-092, unless such rights are waived by the employees.

- b. Employee health and safety will be considered when scheduling rest and meal periods. Employees may not alter their scheduled rest or meal periods without prior supervisor approval. Employees who are unable to take scheduled rest or meal periods must report to their supervisor as soon as possible, but no later than the end of the shift in which they missed their rest or meal period. Additionally, the Employee must document the missed rest or meal break during the actual shift the rest or meal period was missed. A missed rest break or meal period that is not documented will be considered as taken for the purposes of this section.
- c. Rest Periods. Employees will be provided with paid 15-minute rest periods for every four (4) hours worked. Employees must take scheduled rest periods, and it is the employer's responsibility to provide uninterrupted rest periods. In the event the employee is unable to complete the 15-minute paid rest period because they are required to remain on duty, are required to remain on-call on the premises, or if they're called back to work thus interrupting the rest period, the employee shall be entitled to complete their uninterrupted rest period as soon as possible. If a full rest period is unable to be completed, they will be appropriately compensated for the entire rest period. Where the employer determines the nature of the work allows employees to take intermittent rest periods equivalent to 30 minutes within an 8-hour period, or 45 minutes within a 12-hour period, a scheduled rest period is not required. Rest periods may not be used for late arrival or early departure from work.
- d. Unpaid Meal Period. Employees will be provided with one unpaid meal period of at least 30 minutes during any shift that exceeds five hours in length. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume their unpaid meal period following the interruption, if possible, and to complete the 30-minute unpaid meal period. In the event the employee is unable to complete the 30-minute unpaid meal period because they are required to remain on duty, are required to remain on-call on the premises, or if they're called back to work thus interrupting the meal period, the employee will be appropriately compensated for the entire 30-minute unpaid meal period.
- e. An employee whose shift exceeds twelve (12) hours (excluding unpaid meal breaks) or is extended at least three (3) hours beyond their scheduled shift will be entitled to a second 30-minute unpaid meal period. If the Employee chooses to waive the second meal period requirement, they are responsible for initiating and submitting an agreement to waive the meal period. It must be documented that the agreement to waive the meal period was completed prior to waiving the meal period. Absent such documentation, it is deemed that the Employee took their meal period.
- f. Paid Meal Period. Employees who are required to work or remain on duty during a meal period must be paid for the entire meal period, regardless of the number of interruptions. Employees must be paid for meal periods if:
  - 1. They are required to remain on duty.

2. The employer requires them to remain on-call on the premises or work site in the interest of the employer, even if they are not called back to duty.
  3. They are called back to work, interrupting the meal period.
- g. Combining Rest and Meal Periods. For any work period for which an employee is entitled to one or more meal periods and more than one rest period, the employee and the employer may agree that meal and rest periods can be combined as mutually agreed. This agreement may be revoked at any time by the employee. If the employee is required to remain on duty during the combined meal and rest period, the time shall be paid. If the employee is released from duty for an uninterrupted combined meal and rest period, the time corresponding to the meal period shall be unpaid, but the time corresponding to the rest period shall be paid.
- h. Hospital employees subject to RCW 49.12.480 may also choose to waive the timing of their rest and meal periods if combining. If the Employee chooses to combine rest and meal periods, they are responsible for initiating and submitting an agreement to waive the timing of their meal and rest periods. This agreement may be revoked at any time by the employee. It must be documented that the agreement to waive the timing of their meal and rest periods was completed prior to combining the rest and meal periods. Absent such documentation, it is deemed that the Employee took their meal period as required unless otherwise documented in the University's timekeeping system. When combining rest and meal periods, the break period (and any potential pay implications) is deemed in order of when the rest or meal period would have occurred. Example, if a meal is combined with a later rest period, the meal period is first, and then the rest period.
- i. Health care workers have specific meal and rest period requirements. UW Medicine has a Meal & Rest Breaks Policy for Covered Health Care Workers who Provide Direct Patient Care which is located at the following link: [UWM Meal and Rest Break Policy](#)

**9.4. Work Day** Specific to the University-wide Nonsupervisory, Supervisory, and Health Care Professional/Laboratory Technical bargaining units: The normal work day for full-time employees typically shall be eight (8) hours to be completed within a nine (9) hour period.

**9.5. Work Period Designations/Scheduled Work Periods** (Applicable only to the University-wide Nonsupervisory, Supervisory, and Health Care Professional/Laboratory Technical bargaining units)

Each position will be assigned by the personnel officer to one of the work period designations identified below. Employees will be informed of their eligibility for overtime compensation.

- a. Scheduled work periods, within which there are two (2) work schedules:
  1. **Regular work schedule.** The regular work schedule for full-time regular employees shall consist of five (5) consecutive and uniformly scheduled eight (8) hour days in a seven (7) day period. Uniformly scheduled means a daily repetition of the same working hours and a weekly repetition of the same working days.

2. **Alternative work schedule.** Operational necessity or employee convenience may require positions that are normally designated regular work schedule to work an alternate forty (40) hour work schedule (other than five (5) uniform and consecutive eight (8) hour days in a seven (7) day period), or as provided by the Washington State Minimum Wage Requirements and Labor Standards in conjunction with the federal law which provides for an eighty (80) hour work week in a fourteen (14) day period for hospital personnel.

- b. **Nonscheduled Work Period.** The nonscheduled work period designation applies to those positions for which the hours cannot be scheduled but which are assigned an FTE, work a forty (40) hour week and do not meet any of the other work period designations.
- c. **Part-time Schedule.** This is any deviation from any full-time schedule which includes less than forty (40) hours per week in seven (7) consecutive days; or for designated hospital personnel less than eighty (80) hours in a fourteen (14) day period.
- d. **Split Shifts.**
- e. Employees will not be assigned to split shifts unless there is prior agreement.

**9.6. Change in Work Schedule/Shift Assignment Notification.** The Employer agrees to provide a minimum of fourteen (14) calendar days' notice to an employee in the event of an Employer-directed permanent change in the employee's shift assignment or work schedule. For temporary changes in work assignment occurring within the employee's assigned work week, the Employer will provide two (2) calendar days' notice with the day of notification constituting the first day of notice. For emergency reasons, lack of work, an existing safety hazard to the employee or others, or mutual agreement between the Employer and employee under Article 10.2(e), the Employer may temporarily change an employee's schedule with fewer than two (2) calendar days' notice. Temporary is defined as no longer than one (1) week.

Specific to the University-wide Nonsupervisory, Supervisory, and Health Care Professional/Laboratory Technical bargaining units: Temporary shift changes not mutually agreed to shall not be employed to avoid the accrual of overtime.

The assignment of employees in various shifts within each work group or department shall be determined by the employing official, provided that when qualifications are substantially equal in the judgment of the employing department, seniority shall be a factor in determining shift assignment. This criteria does not apply to positions deemed by the employer to require a rotational shift.

**9.7. Excepted Work Period Positions.** Employees assigned to excepted work period positions normally do not qualify for overtime pay. However, when an employing official determines that the employee has been directed to work an excessive amount of hours for an extended period of time, overtime in the form of compensatory time or cash not to exceed a "time and one half (1-1/2)" basis may be approved by the Assistant Vice President of Human Resources Operations.



When the University creates or modifies a classification such that it is excepted from overtime in accordance with the law, the Union shall be notified in advance of implementation. This language does not preclude the Union or any individual employee from challenging the University's overtime determination in appropriate forums.

## Article 10 – Overtime

### 10.1. Overtime.

- a. Any one of the following constitutes overtime:
  1. Work in excess of the daily work shift for full-time employees assigned to scheduled work period positions;
  2. Work in excess of forty (40) hours in one (1) work week performed by overtime-eligible part time employees assigned to scheduled or nonscheduled work period positions; or
  3. For hospital personnel assigned to a fourteen (14) day schedule, work in excess of eight (8) hours in a twenty four (24) hour period or eighty (80) hours in a fourteen (14) day period.
- b. Overtime worked by the eligible employees assigned to scheduled or nonscheduled work positions shall be compensated at a rate of one and one-half (1-1/2) times the employee's straight time hourly rate including shift differential for all overtime worked as provided in subsection (a) of this section.
- c. Overtime-eligible employees assigned to scheduled or nonscheduled work period positions shall receive monetary payment as compensation for overtime worked; however, at the employee's request, compensatory time off at one and one-half (1-1/2) times the overtime hours worked may be granted in lieu of monetary payment.
- d. Compensation paid to an employee for accrued compensatory time shall be paid at the hourly rate earned by the employee at the time the employee receives such payment. Upon termination of employment, an employee will be paid for any unused compensatory time in accordance with the Fair Labor Standards Act.
- e. Use of accrued compensatory time shall be approved by the employing official with consideration being given to the work requirements of the department and the wishes of the employee. Compensatory time off may be scheduled by the employing official during the final sixty (60) days of a biennium (for the University-wide Nonsupervisory, University-wide Supervisory, Contact Center, Contact Center Supervisory, and Healthcare Professional/Laboratory Technical bargaining units), or fiscal year (for the Research Technologist and Research Technologist Supervisor bargaining units). Compensatory time must be used or paid for by June 30<sup>th</sup> of each fiscal year. The employee's unused compensatory time balance will be cashed out every June 30<sup>th</sup> or

when the employee leaves University employment for any reason. The employee's compensatory time balance may also be cashed out when the employee:

1. Transfers within their department to a position with different funding sources, or
  2. Transfers to a position in another department.
- f. For purposes of computing overtime compensation, holidays or leave with pay during the employee's regular work schedule shall be considered as time worked.

## **10.2. Overtime Policies.**

- a. Whenever overtime work is required, the employing official shall determine the employees needed to work overtime on the basis of their relevant experience. Overtime shall be distributed as equitably as possible among qualified employees.
- b. It is intended that overtime wages for which salary payment is to be made shall be paid to the employee no later than on the payday following the pay period in which the overtime was earned. In no event shall such overtime payments be made later than thirty (30) calendar days from the end of the pay period in which the overtime was earned providing the payroll office has received confirmation authorizing such payment within the time limits set by the Integrated Service Center Payroll Office.
- c. The federal Fair Labor Standards Act and the Washington State Minimum Wage Act govern which positions are as a matter of law exempt or non-exempt. Appendix III details job classifications that are FLSA exempt, however certain positions in these classifications may be determined to be FLSA non-exempt if the employee's combination of FTE and salary falls below the federal or state salary threshold. This does not preclude the Union or any individual employee from challenging the University's overtime determination in appropriate forums.
- d. Temporary Modified Weekly Schedule. By mutual agreement, individual employees and their supervisors may agree to a temporary modified weekly schedule. This schedule allows employees to alter their regular daily working hours within a work week without generating the payment of overtime (unless the employee works beyond forty (40) hours in the employee's regular work week). Such scheduling will not be considered a regularly recurring alternative schedule. Specific to the University-wide Nonsupervisory, Supervisory, Contact Center, Contact Center Supervisory, and Health Care Professional/Laboratory Technical bargaining units: Temporary modified weekly scheduling adjustments must be completed within the employee's regular work week.

**10.3.** Article 10 Overtime does not apply to the Dietitian job classifications. Dietitians are FLSA exempt. If approved to work an extra shift, the extra shift shall be paid at straight time. Article 9.7 still applies if applicable.

## **Article 11 – Employee Training and Development**

**11.1. Policy.** The Employer reaffirms its commitment to an on-going system of staff development and training. The Employer shall maintain an employee training and development plan. The objective of this plan shall be to provide opportunity for the development of the potential occupational and professional ability of each employee in order to (1) meet institutional needs, (2) to make the most effective and economic use of employee resources in accomplishing institutional goals, and (3) to enhance employee's career advancement opportunities.

**11.2.** The University shall annually provide a list of job classifications reflecting the number of regular monthly positions and the number of those filled in the past calendar year. This information shall be on file in UW Human Resources.

**11.3. Training and Development Committees.** The Union shall be invited to designate an employee representative to participate in any University committee convened to address topics relevant to the bargaining unit's training and development. Such topics may include career advancement, career paths, potential training needs and courses, and program crediting in the employment process. Employee representatives shall be granted release time to attend committee meetings which are conducted during regular business hours.

**11.4. Information.** The Employer shall, upon written request, provide the Union with copies of the institution's or department's training and development plan and the annual report of the achievement of training objectives.

**11.5. Training and Development Programs.** Supervisors will encourage employees to participate in the various training and development programs as provided for by Executive Order 52 in order to maximize their job performance and to increase their promotional opportunities.

When the Employing Official requires an employee to acquire new skills the supervisor will identify appropriate sources of training and provide training in accordance with 11.8.

**11.6. Release Time.** Release time for training for employees accepted for training and development programs covered under Executive Order 52 shall be up to a maximum of 24 hours per quarter plus the travel time to and from class. Part-time employees are eligible to participate in staff training and development classes with release time prorated according to their work schedules (e.g., an employee working a 50% schedule is eligible for a maximum of 12 hours release time per quarter). Employees who are not scheduled to work during the time a course is offered may participate in the course; however, no compensatory time off or compensation will be allowed. Management-directed training is not included in this limitation on release time.

**11.7. BIPOC Staff Development Program.** In concert with the University's diversity and inclusion goals and initiatives, the University may offer a BIPOC Staff Development Program free to all BIPOC staff enrolled in the program, which includes self-paced online programming, competency-based workshops, and specialized content supporting an inclusive workplace culture.

**11.8. Completion of Training Programs.** Completion of training programs will be considered in evaluating the employee's application for transfer or promotion when certification of completion has been indicated by the employee. The Employer will review courses offered through Professional & Organizational Development, UW Information Technology, and the UW Women's Center in order to identify courses which satisfy requirements for regular monthly staff positions. The Employer will determine the amount of credit appropriate to the training course(s). Employees are encouraged to record completed training programs when applying for CEGP but completion of training alone does not guarantee CEGP approval.

Crediting of completed training programs towards minimum qualifications shall be determined by the Employer. Successful completion of the Administrative Excellence Certificate or the Human Resources Administration Certificate are equivalent to six (6) months of relevant work experience and successful completion of the Supervisory Skills Certificate Series is equivalent to six (6) months of supervisory experience, provided the employee provides notice of completion.

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

**11.10. Tuition Payment and Travel Cost Reimbursement.** If a supervisor requires an employee to receive training all fees and related costs will be paid by the employing department. If attendance in such courses requires use of the employee's personal vehicle, the employee will be reimbursed at the University's travel rates applying at the time. If other transportation must be taken, the employee will be reimbursed for all transportation costs. Required attendance in courses which are outside of regular working hours and which are work related or meet an identified institutional need is considered "paid time training" and constitutes time worked.

**11.11. Training – Layoff.** Employees on layoff status shall be eligible to participate on a space available basis in regularly scheduled Professional & Organizational Development programs.

**11.12. Education and Professional Development.** The University encourages all departments/grants with individuals employed in this bargaining unit to provide as much support for Continuing Education as budgets will permit. The University recognizes the crucial

contribution made by all bargaining unit members, and that Continuing Education assists staff in increasing the level of skill and knowledge they bring to their chosen fields.

**11.13. Educational/Professional Leave – Surgical Technologists.** For Surgical Technologists who have completed their probationary period, up to three (3) days, pro-rated for part-time, of paid release time shall be granted annually for each employee for educational/professional leave.

**11.14. Education Support Funds – Surgical Technologists.** For Surgical Technologists \$250.00 per FTE, pro-rated for part-time, per fiscal year shall be made available to fund continuing education.

**11.15. Medical Interpreters.** For Medical Interpreters, the Employer will provide \$250.00 per employee, prorated by FTE, per fiscal year for education and training.

**11.16. Physical Therapists and Physical Therapist Assistants.** Physical Therapists and Physical Therapy Assistants will receive paid time off for educational purposes, as follows:

- All Physical Therapists and Physical Therapy Assistants will be able to use three (3) days of paid education time off per fiscal year, prorated for FTE.
- Physical Therapists and Physical Therapy Assistants hired in the Ambulatory Care Division prior to July 19, 2016 (Stadium Clinic, Roosevelt Clinic, East Side Clinic) will have up to \$1500 available to reimburse costs for approved educational or training programs, prorated for FTE. PTs and PTAs hired in Ambulatory Care Division after July 19, 2016 will receive \$500 per fiscal year. PTs and PTAs working outside of the Ambulatory Care Division shall also receive \$500 per fiscal year, regardless of hiring date.
- Physical Therapists and Physical Therapy Assistants who attend approved educational opportunities on a day they are not scheduled to work will receive the equivalent of a day of pay or a day of accrued time off. This practice will result in pay at straight time and will not trigger overtime pay for the affected pay period. This compensatory day will count toward the three days of annual education time off.

**11.17 Occupational Therapists.** Occupational Therapists will receive paid time off for educational purposes, as follows:

- All Occupational Therapists hired in the Exercise Training Center and Eastside Specialty Center prior to the effective date of this agreement (9/17/2020) will have five (5) days of paid educational leave per fiscal year, pro-rated for FTE. Occupational Therapists hired after the effective date of this agreement will have three (3) days of paid educational leave per fiscal year, pro-rated for FTE.
- From the effective date of this agreement (9/17/2020) Patient Care Services (Hospital) Occupational Therapists will have up to \$550 per fiscal year available to reimburse costs for approved educational or training programs, prorated for FTE. Hand Therapists hired in

the Exercise Training Center and Eastside Specialty Center prior to the effective date of this agreement (9/17/2020) will have up to \$1500 available to reimburse costs for approved educational or training programs, prorated for FTE. Hand Therapists hired in Ambulatory Care Division after the effective date of this agreement will receive \$550 per fiscal year.

- Occupational Therapists who attend approved educational opportunities on a day they are not scheduled to work will receive the equivalent of a day of pay or a day of accrued time off. This practice will result in pay at straight time and will not trigger overtime pay for the affected pay period. This compensatory day will count toward the three days of annual education time off.

**11.18** Dietitians will receive paid time off for education purposes, as follows:

- All Dietitians will be able to use forty (40) hours of paid education time off per fiscal year, prorated for FTE.
- From the effective date of this agreement (2/1/2022) Dietitians will have up to \$500 per fiscal year available to reimburse costs for approved educational or training programs, prorated for FTE.
- Dietitians who attend approved educational opportunities on a day they are not scheduled to work will receive the equivalent of a day of pay or a day of accrued time off. This practice will result in pay at straight time and will not trigger overtime pay for the affected pay period. This compensatory day will count toward the forty (40) hours of annual education time off.
- Upon request, and excluding some travel and accommodations expenses, departments will pay for continuing education expenses in lieu of requiring the employee to seek reimbursement. Requests for such payment must be made to the Clinical Nutrition Manager at least 6 weeks in advance. Servicing or processing fees for trainings offered by the Employer will not be counted towards an employee's total education support funds.

## **Article 12 – Advance Certification/Registration Pay**

*Applicable only to HealthCare Professional/Laboratory Technical and Supervisory bargaining units*

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

received, providing a copy of the original certification document. Certification pay will be effective the first full pay period after the date documentation is received by the supervisor/manager.

AFFECTED TITLES:

10

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entries per page

Search:

Job Code	Job Profile Name
22557	Anesthesiology Technician 2 (NE H NI SEIU 925 HCP/LT)
20688	Anesthesiology Technician 2 (NE H Temp SEIU 925 HCP/LT)
18312	Anesthesiology Technician 2 (NE S SEIU 925 HCP/LT)
22570	Diagnostic Medical Sonographer (NE H NI SEIU 925 HCP/LT)
20701	Diagnostic Medical Sonographer (NE H Temp SEIU 925 HCP/LT)
18345	Diagnostic Medical Sonographer (NE S SEIU 925 HCP/LT)
22571	Diagnostic Medical Sonographer Lead (NE H NI SEIU 925 HCP/LT)
20702	Diagnostic Medical Sonographer Lead (NE H Temp SEIU 925 HCP/LT)
18346	Diagnostic Medical Sonographer Lead (NE S SEIU 925 HCP/LT)
22573	Diagnostic Medical Sonographer Spec (NE H NI SEIU 925 HCP/LT)

[Edit](#)

Article 13 – Tuition Exemption Program

**13.1.** In addition to those noncredit programs offered by Professional & Organizational Development, eligible employees may participate in the University’s tuition exemption program as authorized by applicable state law and University policy set forth in the Administrative Policy Statement 22.1. Subject to operational needs and management discretion, supervisors will make a good faith effort to allow the use of flex time for employees who wish to take a class during their scheduled shift.

**13.2. Release Time and Fees.** When an employee is required to take a tuition exempt class by the Employer, associated expenses and release time will be provided per Article 11.8.

**13.3. Registration.** Employees will be allowed to register for class on the same timeline as Access students.

## Article 14 – Hiring, Appointment, Promotions, and Transfers

**14.1. Probation.** An employee appointed to a regular position will attain permanent status in a job classification upon their successful completion of a probationary, trial service or transition review 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, unpaid time off, or shared leave, except for absences taken for military service or for purposes of faith, or conscience under Article 24(c). 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 classifications in their entirety may be established for a period in excess of six (6) months but not to exceed twelve (12) months.
- E. Employees in probationary status will earn seniority from their initial date of hire but may not exercise seniority rights until completion of the probationary period. Probationary employees are not eligible for layoff or rehire rights.
- F. An employee who is appointed to a different position in a different classification prior to completing their initial probationary period will serve a new probationary period. The length of the new probationary period will be in accordance with Subsection 14.1 (A), unless adjusted by the Appointing Authority for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.
- G. **Probationary Period Rejection.** 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, under Article 2.

#### 14.2. Filling Positions.

1. The University will determine when a position will be filled, the appropriate type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. The University can fill a position on a full-time or part-time basis. Employees who are appointed as part-time or cyclic in classifications included in the bargaining units will also be included in the bargaining unit in accordance with the provisions of this Agreement. They will be eligible to receive medical benefits and retirement in accordance with state law and University policy.
2. **Volunteers.** Volunteers will not fill vacant bargaining unit positions.
3. It is the intent of the Employer to fill vacancies as soon as possible within budgetary limitations and where replacements are needed.
4. Departments are encouraged to be transparent and share information about the hiring process and the status of vacant positions.

**14.3. Core Duties and Other Assignments.** Except as otherwise provided in this Agreement, duties assigned an employee shall be consistent with the overall class concept of the employee's job classification.

#### 14.4. Types of Appointments.

- A. **Regular Appointments** for positions scheduled to work twelve (12) months per year.
- B. **Cyclic Appointments** for positions scheduled to work less than twelve (12) full months each year due to known, recurring periods in the annual cycle when the position is not needed or due to known budgetary restraints.
  1. At least fifteen (15) calendar days before the start of each annual cycle, incumbents of cyclic positions will be informed in writing of their scheduled periods of leave without pay in the ensuing annual cycle. Such leave without pay will not:
    - a. Constitute a break in service and will not be deducted from the employee's length of service in granting periodic increments.
    - b. Be considered when computing the employee's vacation leave accrual rate.
  2. When additional work is required of a cyclic position during a period of which the position was scheduled for leave without pay, the nonpermanent work will first be offered to the incumbent. The incumbent will be allowed at least three (3) working days in which to accept or decline the offer.
  3. When additional pre-scheduled work is available during the leave without pay period that is declined or cannot be completed by the incumbents, the work will be offered

to Cyclic Appointment employees prior to internal employees, students, or external candidates. The work will be offered in the following order, based on seniority:

- a. Cyclic Appointments in the same job classification.
  - b. Cyclic Appointment in different job classifications with the essential skills to perform the work.
4. Employees who elect to accept work in a different job classification will be compensated at the rate of pay of the position they have accepted. However, if an employee accepts work in a lower classification and their current rate of compensation falls within the pay range for that classification, they will maintain their current rate of pay within the lower classification.
  5. Both the Employer and the Union are encouraged to utilize the Joint Union Management Committee process in accordance with Article 43 to resolve problems/concerns related to the cyclic leave without pay assignments.

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

The employee shall be paid a temporary salary increase (TSI) of at least five percent (5%) increase over the present salary but not to exceed the maximum of the range for the higher classification. Such increase shall be effective the first day of the assignment when approved.

**D. Nonpermanent Fixed Duration Appointments.** Employees in Nonpermanent Fixed Duration positions are considered regularly scheduled and assigned a schedule with a fixed number of working hours in a workweek. The filling of nonpermanent fixed duration appointments will be determined by the University. Individuals hired under this section will receive written notification of the maximum length of the appointment and the eligibility for benefits. Conclusion of the appointment, with a minimum of one work day notice, 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 Articles 6 (Grievance Procedure) and 38 (Seniority, Layoff, Rehire) and Article 59 Intermittent and Nonpermanent Employees of the contract.

Nonpermanent fixed duration appointments position can only be created when any of the following conditions are met:

1. The UW is recruiting to fill a vacant position with a permanent position;
2. The UW needs to address a short-term immediate workload peak or other short-term needs;
3. The UW is not filling a position with a permanent position due to the impending or
4. The UW is filling positions when a worker is on a leave-of-absence; or
5. Temporary project.

Nonpermanent fixed duration positions cannot be created to do the work of an employee who has been laid off or is being laid off except as described in Section C above.

The initial duration of a Nonpermanent Fixed Duration appointment cannot exceed twelve (12) months from the hire date but may be extended to no more than eighteen (18) months if the conditions in A-E (above) still exist. Individuals may receive consecutive Nonpermanent Fixed Duration appointments as long as any subsequent appointment is to a different position.

Annually, the Employer will provide a report to the Union of Nonpermanent Fixed Duration employees who have had their position end date extended beyond twelve (12) months.

- A. If at any time during a Nonpermanent appointment, the need becomes ongoing and permanent in nature, the Employer must take action to fill the position on a permanent basis.

Time worked in a nonpermanent fixed duration appointment will count towards seniority for employees who are appointed to a regular monthly position represented by SEIU, Local 925 without a break in service. Employees on a nonpermanent fixed duration appointment will be considered non-bargaining unit internal applicants when applying for regular monthly bargaining unit positions and will be marked as internal applicants

1. An individual appointed to a Nonpermanent Fixed Duration Appointment who is hired into the, same job, or in the same classification in the same unit through open recruitment will have their Fixed Duration Appointment months of service apply toward their probationary period for that position.
2. Employees recruited into positions under section (a) who have worked in the Nonpermanent Fixed Duration Appointment six (6) months or longer, extending on a day-for-a-day basis for paid or unpaid absences, will be considered to have completed their probationary period and all months of service under that Fixed Duration Appointment (including extensions) shall count toward their seniority.

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

The rate of pay for employees in nonpermanent fixed duration appointments must be placed on a salary step within the range for classified title.

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.

**B. Annual Salary Adjustment.** Annual salary adjustments up to the top automatic step will be administered the same as regular positions in the same classification.

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

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

**14.5. Vacancies.** Upon request, department heads will share with designated Union representatives information about classified positions within the bargaining unit which are purportedly being abolished or held unfilled.

- a. Cyclic year employees who have indicated a desire for a twelve month position will be considered for twelve (12) month positions available within their work unit so long as they comply with the requirements of the application process.
- b. Notice that applications are being accepted for vacant bargaining unit positions will be published by the Employer and will be made available in places intended to reach bargaining unit employees for a minimum of seven (7) calendar days prior to the closing of the application period. The University may limit the scope of the posting area if applications only from within the posting area are accepted.
- c. It is the intent of the Employer to fill vacancies as soon as possible within budgetary limitations and where replacements are needed.

#### **14.6. Promotions and Transfers.**

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

- Promotion – Movement to a position in a job class with a higher salary range maximum.
  - Transfer – Movement to a position within another department in the same classification.
  - Lateral – Movement of employee to a position in a different class which has the same salary range maximum as the employee's current class.
  - Voluntary Demotion – Movement to a position with a lower salary maximum, where the position is attained through the employment process. This section does not apply to employees who demote as the result of corrective action.
- C. Notice that applications are being accepted for vacant bargaining unit positions will be published by the Employer and will be made available in places intended to reach bargaining unit employees for a minimum of seven (7) days prior to the closing of the application period. The University may limit the scope of the posting area if applications only from within the posting area are accepted.
- D. The Employer will determine if applicants possess the essential skills required of the position. Essential skills are the minimum qualifications listed in the job description for the classification and any specific position requirements. The Employer will refer all current bargaining unit applicants possessing the essential skills prior to referring any non-bargaining unit applicants. Where the skills, abilities and experience of the vacant position applicants are considered equal, the Employer will offer the position to a bargaining unit applicant. Should the senior qualified applicant not accept the position, the Employer shall offer the position in seniority order to the other qualified applicants before hiring outside. In accordance with applicable law, affirmative action goals will be considered when filling vacancies.
- E. At least one (1) bargaining unit applicant per job requisition, who is a regular monthly employee and who possesses the essential skills, shall be among those granted an interview for bargaining unit positions. Which bargaining unit applicant(s) the Employer chooses to interview shall not be grievable.
- F. Applicants from within the bargaining unit determined not to possess the essential skills for the vacant position may seek a non-grievable review of the assessment through the Human Resources Office. Applicants from the bargaining unit who possess the essential skills but are not offered the position may request an explanation, written or oral, as to why the position was not offered.

**14.7. Movement between positions within the University.** Movement Between Positions within the University: Employees who transfer, promote, move laterally, or voluntarily demote shall serve a trial service period. Paid or unpaid time off taken during the trial service period shall extend the length of the trial service period on a day-for-a-day basis for any day(s) that the employee takes paid time off, unpaid time off, or shared leave, except for absences taken for

military service. Either the Employer or the employee may end the appointment by providing notice. Both the trial service requirement and reversion rights (Employer and employee) apply to employees accepting positions represented by a different Union.

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

**14.9. Transfer or Lateral:** Transfer or lateral appointees will serve a six (6) week trial service. At any time during the six (6) weeks the employee has preemptive rights to their former position, be considered for reassignment in the same classification in the same department as their former position, or be placed on the rehire list.

**14.10. Voluntary Demotion.** Any employee who demotes to a classification in which they have previously held permanent status will serve a six (6) week trial service. At any time during the six (6) weeks the employee has preemptive rights to their former position, be considered for reassignment in the same classification in the same department as their former position, or be placed on the rehire list. This section does not apply to corrective action related demotions.

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

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

## Article 15 – Inter-System Movement

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

Months of service toward a higher vacation accrual rate shall include all time spent in classified service up to the date of entering into the bargaining unit as a permanent, nonpermanent fixed duration, nonpermanent hourly, or intermittent, including prior state service credit as applicable.

Unused sick and vacation time off balances of employees changing employment between bargaining unit and non-bargaining unit positions shall move with the employee.

## Article 16 – Holidays

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

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

Holidays are prorated for part-time employees.

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.

**16.2. Holiday Pay Rules.** The following applies to the holidays listed in this Article:

### Full Time Employee:

- 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.

### Part Time Employee:

- D. When the holiday falls on the part time employee's regularly scheduled work day and is worked, the employee will be paid holiday premium pay (one and one half) for all hours worked. The employee will also receive the prorated to full time number of hours of holiday credit.
- E. When the holiday falls on the part time employee's regularly scheduled work day and is not worked, the employee will be paid the prorated to full time number of hours at the employee's regular rate of pay.
- F. When the holiday falls on the employee's regularly scheduled day off, the employee will receive the prorated to full time number of hours of holiday credit.

### **Night Shift Employees:**

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

### **Holiday Credit:**

- A. Holiday credit will be used and scheduled by the employee in the same manner as vacation time off in Article 17 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.

### **16.3. Personal Holiday.**

- A. Each employee may select one personal holiday each calendar year in accordance with the following:
  - 1. The employee has been continuously employed by the University for more than four (4) months;
  - 2. The employee has requested and been approved to take the personal holiday in accordance with Article 17 Vacation Time Off.
- B. It is the employee's responsibility to schedule the Personal Holiday before December 31<sup>st</sup>. 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 31<sup>st</sup>.



- D. Full-time 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.
- E. Part-time employees shall be entitled to a pro-rated number of paid hours on a Personal Holiday based on their FTE.

## Article 17 – Vacation Time Off

**17.1. Policy.** To the degree possible vacation time off shall be scheduled in accordance with the preference of the employee.

**17.2. Accrual.** Employees will accrue and may use vacation time off during their 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 Per Year
1st year	12
2nd year	13
3rd year	14
4th year	15
5th year	16
6th year	17
7th year	18
8th year	19
9th year	20
10th year	21
11th year	22
12th-19th year	23
20th-24th year	24
25th year or more	25

### 17.3. Scheduling.

- a. The annual vacation schedule for use of vacation time off in each department shall be established in the existing departmental manner if adequate or in the following manner:

1. Twice each year, on or about April 1 and October 1, a vacation request sheet shall be circulated by the department to the bargaining unit employees. Each employee shall indicate their preferences of a vacation time period. In the event that two (2) or more employees request the same vacation period and supervision must limit the number of persons who may take vacation leave at one (1) time due to work requirements, preference shall be determined by departmental seniority. If departmental seniority is equal, the determination will be decided by lot.
2. Supervision shall post the vacation schedule by May 1 and November 1, which shall remain in effect for each succeeding six (6) months; that is, June 1 through November 30 and December 1 through May 31, respectively. Individual vacation periods may be changed at any time by mutual agreement between the employee(s) concerned and supervision. However, in no case shall an employee's scheduled vacation interfere with the necessary work of the organization, the determination of which shall rest with supervision.

Either the Union or employees may suggest new departmental procedures and/or changes to existing departmental procedures. These may also be appropriate agenda items for Joint Labor Management meetings. The Employer will not create a new departmental procedure nor change an existing departmental procedure (include the schedule listed above) without following Article 40 Mandatory Subjects.

- b. Employees may make supplemental vacation requests (requests made outside the provisions of 17.3(a)) at any time. However, such supplemental requests shall not take precedence over requests scheduled in accordance with 17.3(a). Individual vacation periods may be changed at any time by mutual agreement between the employee(s) concerned and supervision; however, in no case shall an employee's scheduled vacation interfere with the necessary work of the organization, the determination of which shall rest with supervision.

An employee who makes a supplemental vacation request will be notified whether the request is approved or denied within a reasonable period of time, but in no case more than fourteen (14) calendar days after the supplemental vacation request is submitted.

- c. Any bargaining unit employee who may transfer into a department shall alter their preferred vacation period for that year if in conflict with a previously established vacation schedule for that department and the affected employees and department are unable to mutually resolve the conflict.
- d. Vacation Denial. When an employee's vacation cannot be approved, the supervisor shall schedule the employee's vacation at the next earliest date requested by the employee and deemed possible by the supervisor. If an employee's request for vacation leave is denied, the Employer, upon request, must provide the reason for denying vacation leave electronically or in writing.

The Employer may implement reoccurring blackout periods only when there is a demonstrable business or operational need.

- e. **Vacation Cancellation:** In the event that the University cancels an employee's scheduled vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to six (6) months in order to allow rescheduling of the employee's vacation.
- f. **Holiday Rotation.** Vacation requests filed in accordance with 17.3(a) for the week including Thanksgiving and the weeks including Christmas Day and New Year's Day shall be granted on a rotating basis. The rotation will begin with the most senior person and shall proceed in that order until all staff wishing to take vacation leave during those holiday periods have done so. No employee shall be granted more than one (1) of the aforementioned weeks in a single year, unless there are no other interested employees and the department is able to grant the request based on operational needs.

**17.4. Vacation Time Off Maximum.** Employees may accumulate maximum vacation 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 denied by the Appointing Authority or designee, 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 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).

**17.5. 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 accrued vacation pay.

## Article 18 – Sick Time Off.

### 18.1. Sick Time Off.

- a. **Accrual.** Full-time employees shall accrue eight (8) hours of sick time off for each month of completed regular monthly service. Paid sick time off may not be used in advance of accrual and accrual must not exceed 8 hours in a month. Employees working less than a full time schedule shall accrue sick time off on the same prorated basis that their employment schedule bears to a full time schedule. Employees on unpaid time off exceeding 80 hours in a month (prorated for part-time) will

earn a monthly accrual proportionate to the number of hours in a pay status in the month to that required for full-time employment.

**b. Sick Time Off – Use.** Sick time off shall be allowed 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. When an employee's child's school or place of care has been closed for a health-related reason or after the declaration of an emergency by a local or state government or agency, or by the federal government.
4. Because of a health condition of a family member that requires treatment or supervision, or that requires the presence of the employee to make arrangements for extended care.

Family members includes biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child; sibling, spouse, state registered domestic partner, grandparent, grandchild, or child, regardless of age or dependency status, including a biological, adopted or foster child, stepchild, child's spouse, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent. Family members include those persons in a "step" relationship. Family member includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. "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.

5. To provide emergency child care (as in Article 25) or because of condolence or bereavement (as in Article 26)
6. 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.
7. When an employee is required to be absent from work to care for members of the employee's household or family members because of emergencies not covered above.
8. When requested as a supplemental benefit while receiving a partial wage replacement for paid family and/or medical leave under Title 50A RCW. This

time off may be subject to verification that the employee has been approved to receive benefits for paid family and/or medical leave under Title 50A RCW.

9. If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking as defined in RCW 49.76.020. The Employer may require that the request for leave is supported by verification per Administrative Policy Statement 46.8.
10. For an employee to be with a spouse or registered domestic partner who is a members of the armed forces of the United States, National Guard, or reserves after the military spouse or registered domestic partner has been notified of an impending all or order to active duty, before deployment, or when the military spouse or registered domestic partner is on leave from deployment.
11. When an employee requests to use sick time off for the purposes of parental leave to bond with a newborn, adoptive, or foster child for a period of up to eighteen (18) weeks. Sick time off for this purpose must be taken during the first year following the child's birth or placement.

- c. **Use of Vacation Time Off or Compensatory Time Off for Sick Leave Purposes.** An employee who has used all accrued sick time off may be allowed to use accrued vacation time off 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 must be used prior to accrued vacation leave, 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 leave 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 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 time off.
- f. **Sick Time Off Verification.** The Employer will not require verification for absences of three (3) consecutive work days or fewer. Such verification or proof may be given to the supervisor/manager or Human Resources according to departmental policy. The Employer will not make unreasonable requests for sick time off verification.

**18.2. Attendance Incentive Program (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 eighty (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 time off accruing 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 within 5 years of separation shall be granted all unused sick time off credits, if any, to which they are entitled at time of separation.

**18.3. 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 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 19 – Washington Family Medical Leave Program\***

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

Under RCW 50A, employer provided healthcare benefits must be maintained during a PFML leave, so interspersing time off is not required provided the employee qualifies for a reason under the federal FMLA. Under RCW 50A.15.060(2), the University has elected to offer supplemental benefits in the form of bereavement time off when the employee is qualified for PFML family leave per RCW 50A.05.010.10(d), sick time off, vacation time off, personal holiday, holiday credit, holiday taken, or compensatory time off.

Employees requesting PFML benefits through the Employment Security Department must provide notice to the University as outlined under RCW 50A.15.030.

\*Article 19 was updated in December 2019 per this [MOU](#)

## Article 20 – Miscellaneous Leave

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

**20.2.** Unpaid time off may be granted for the following reasons:

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

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

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

**20.4.** Conditions Applicable to Leave of Absence without Pay:

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

- a. The employee must be a permanent employee
- b. The employee must have a bona fide intention of returning to work following the leave

- c. The leave without pay must not, in the discretion of the University, interfere with operational needs.

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

**20.6. Benefits During Leave.** Employees are encouraged to contact the Employer's Benefits Office (phone # 206-543-4444, totalben@uw.edu) prior to any leave without pay to understand impact on benefits and learn about other points to consider.

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

**20.8. Educational Leave.** After applicable accrued time off has been exhausted, unpaid time off may be granted for the duration of actual attendance in an educational program.

**20.9. Government Service Leave.** After applicable accrued time off has been exhausted, unpaid time off may be granted for government service in the public interest, including but not limited to the U.S. Public Health Service or Peace Corps.

**20.10. Volunteer or Community Service Leave.** After applicable accrued time off has been exhausted, unpaid time off may be granted for community volunteerism or service.

**20.11. Formal Collective Bargaining Leave.** Unpaid time off may be granted to participate in formal collective bargaining sessions authorized by RCW 41.80 as mutually agreed by the parties.

## **Article 21 – Federal Family Medical Leave Act and Parental Leave\***

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



- a. parental leave to care for a newborn or newly placed adopted or foster child; or
- b. personal medical leave due to the employee's own serious medical condition that requires the employee's absence from work; or
- c. family medical leave to care for a family member who suffers from a serious medical condition that requires care or supervision by the employee.

Family Member is defined as: the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sister, or brother. It also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent, and grandparent. "Child" also includes any child residing in the employee's home through foster care, legal guardianship or custody. Family members include those persons in a "step" relationship.

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

- a. While on leave covered by FMLA, the employee must use accrued time off before unpaid time off for the absence unless it runs concurrently with Washington Family and Medical Leave (PFML).
- b. The Employer will not require the use of paid time off such that it would result in the employee having fewer than eighty (80) hours of accrued vacation time off or eighty (80) hours of accrued sick time off, counted separately, upon return to work. Vacation and sick time off that has been requested and approved prior to the request for the use of FMLA will not be considered when requiring employees to use leave during FMLA-covered leave. This does not apply during an absence covered by the Washington Family and Medical Leave Program (PFML).

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

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

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

To be paid during Parental leave the employee must use accrued vacation time off, sick time off up to eighteen (18) weeks (720 hours), personal holiday, holiday credit, or compensatory time, the combination of which may be determined by the employee. Employees must use all applicable accrued time off prior to using unpaid time off.

\*Article 21 was updated in December 2019 per this [MOU](#)

## Article 22 – Child Care/Dependent Care

As a major employer, the University of Washington recognizes that the family life of its employees has a significant impact upon their work lives. The Employer currently sponsors daycare within the community, subsidizes care for mildly ill children (as defined in 26.2), and funds a position for coordinating child care services. The Employer will notify the Union so that the Union may have an opportunity to provide input prior to any University action being taken to modify child care programs which are currently being sponsored by the University.

Information regarding availability of resources to facilitate employee child care is available in the Reference Stations and/or the Work/Life Services office.

## Article 23 – Shared Leave

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

The leave sharing program permits eligible state employees to donate a portion of their paid time off to financially aid other state employees who will need to take a leave of absence or separate from employment because the employee:

- Has a severe or extraordinary illness; or
- Has caregiver responsibilities for a relative or household member with a severe or extraordinary illness; or,
- Is serving as an approved emergency worker; or,

- Is voluntarily or involuntarily serving in one of the uniformed services; of the United States, or,
- Is a victim of domestic violence, sexual assault or stalking, or assisting a family member who is a victim of domestic violence, sexual assault or stalking; or,
- Is sick or temporarily disabled due to a pregnancy-related medical condition or miscarriage; or
- Is taking parental leave to bond with and care for their newborn, adoptive or foster child, for a period of up to sixteen (16) weeks after birth or placement.

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

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

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

## Article 24 – Unpaid Holidays for a Reason of Faith or Conscience

Unpaid time off will be granted for a reason of faith or conscience for up to two (2) workdays per calendar year as provided below.

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

## Article 25 – Absence Due to Child Care Emergencies

A. There are two types of family care emergencies:

- a. A child care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency child care requirements such as unexpected absence of regular care provider, unexpected closure of the child's school, or unexpected need to pick up child at school earlier than normal.
- b. An elder care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency elder care requirements.

B. An employee who is unable to report for or remain at work due to a family care emergency may use vacation time off, sick time off, compensatory time, holiday credit, or unpaid time off up to a maximum of three (3) days of each type of time off per calendar year, and their personal holiday. Use of any of the above time off types is dependent upon the employee's eligibility to use such time. The employee upon returning from such an absence shall designate to which time off type the absence will be charged.

C. In accordance with RCW 49.46.210, sick time off may be used when an employee's child's school or place of care has been closed by order of a public official for any health-related reason or after the declaration of an emergency by a local or state government or agency, or by the federal government. Health-related reason means a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material.

## Article 26 – Civil/Jury Duty Time Off and Bereavement Time Off

For the purposes of this Article, paid leave will be the wage the employee receives in their appointed position plus any additional compensation (including, but not limited to shift differential and assignment pay) and benefits.

**26.1. Civil Duty.** Paid time off will be granted for jury duty, to serve as trial witnesses, or to exercise other subpoenaed civil duties such as testifying at depositions. Employees are not entitled to civil duty time off for civil legal actions that they initiate or when named as a defendant in a private legal action that is unrelated to their University employment. The employee will notify the Employer as soon as they become aware of the need for a civil duty time off.

Employees assigned to work evening shift, who are scheduled to work the evening of civil duty shall be considered to be scheduled for the day shift for that day.

Employees assigned to work the night shift who are scheduled to work the day before and the day of civil duty leave will be allowed to have their civil duty time off the day before or the day of civil duty service.

**26.2. Bereavement Time Off.** An employee shall be granted up to three (3) continuous or non-continuous days of bereavement leave, as requested by the employee, for each death of a family member including the stillbirth or miscarriage of a child. Bereavement time off beyond three (3) days may be approved based on individual circumstances, such as relationship of the employee to the deceased family member, employee responsibility for making funeral arrangements, religious reasons and/or distance of travel out of the area. Upon the Employer's approval, the employee may choose to use the following types of time off for beyond the three (3) days: sick, vacation, holiday credit, compensatory time, personal holiday, or unpaid time off.

Family members includes biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child; sibling, spouse, domestic partner, grandparent, grandchild, or child, regardless of age or dependency status, including a biological, adopted or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent. Family members include those persons in a "step" relationship. Family member also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent (as defined above), or grandparent.

## **Article 27 – Leave Related to Domestic Violence, Sexual Assault or Stalking**

As required by state law, and in accordance with University policy (Administrative Policy Statement 46.8), the University will provide time off to an employee who is a victim of domestic violence, sexual assault, or stalking.

The University will not refuse to make a reasonable safety accommodation requested by an employee who is a victim of domestic violence, sexual assault, or stalking unless the University can demonstrate the accommodation would impose an undue hardship. An employee who is a victim of domestic violence, sexual assault, or stalking may request a reasonable safety accommodation, which may include but is not limited to, transfer, reassignment, modified schedule, changed work telephone number, changed work email address, changed workstation, installed lock, implemented safety procedure, or any other adjustment to a job structure, workplace facility, or work requirement.

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

## Article 28 – Inclement Weather and Suspended Operations

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

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

- a. Using vacation time off.
- b. Accrued compensatory time and/or holiday credit.
- c. Using personal holiday. An employee must use personal holiday time as a full day or shift.
- d. Using unpaid time off.
- e. If unpaid time off is used, up to sixty (60) calendar days after operations resume to make up work time lost provided the following:
  1. Employees must request makeup time within five (5) working days after operations resume, and
  2. Reasonable work must exist and the supervisor must approve the request to work.
  3. Make up time worked by overtime-eligible full-time employees is calculated at time and one-half (1-1/2).

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

**28.3. Public Health Suspended Operations.** Accrued sick leave may also be used for the suspension of operations when the employee's workplace has been closed by a public health official for any health related reason.

**28.4. Onsite Work.** In the case of inclement weather, campus closure, or suspended operations, telework arrangements are encouraged for positions which are conducive to telework.

## Article 29 – Military Duty Time Off & Leave

**29.1.** Military Duty Time Off will be approved in accordance with University of Washington Administrative Policy Statement 45.4, which is subordinate to the Uniformed Services Employment and Reemployment Rights Act, RCW 38.40, and RCW 49.77. Employees who are called to active duty in any of the uniformed services or their reserves shall receive 21 work days of paid military duty time off annually from October 1 through September 30. Such paid military duty time off shall be in addition to any compensatory time, holiday credit, vacation or sick leave to which the employee might be otherwise entitled, and shall not involve the reduction of any benefits, performance rating, privileges or base pay. During the period of paid military duty time off, the employee shall receive their normal pay. If the employee is scheduled to work a shift that begins on one calendar day and ends on the next calendar day, the employee is charged military duty time off only for the first calendar day.

**29.2.** Employees required to appear during working hours for a physical examination to determine physical fitness for military service shall receive full pay for the time required to complete the examination.

**29.3.** Employees who are called to active duty in one of the uniformed services of the United States or the State of Washington shall be granted a military leave of absence without pay for absence from work for up to 5 years in addition to any time covered by the provisions of Section 29.1. During an unpaid military leave of absence, an employee is entitled to receive:

- a. retirement benefits and service credit in accord with the provisions of the applicable retirement system;
- b. paid medical and dental insurance if in pay status at least 8 hours per month. Other health plan coverage at the employee's request and expense for a limited period of time as determined by the Health Care Authority;
- c. other length-of-service credits related to employment that would have been granted had the employee not been absent; provided that the employee returns to University service at the conclusion of the leave in accord with applicable Federal and State laws related to military leave; and
- d. any additional benefit required by then-applicable state or federal law.

**29.4.** The employee should follow the military leave of absence request process. Unless prohibited by military necessity, the University shall be provided with a copy of an employee's orders at the time the employee requests military leave. Such request shall be made as soon as reasonably practical after the employee learns of the need for such leave.

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

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

## **Article 30 – Work Related Injury Leave**

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

**30.2.** Employees who are in leave without pay status to a work-related injury, shall maintain their seniority and progression start date.

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

**30.4.** The University's policies on family and medical leave, sick time off and disability accommodations apply to employees with work related injuries or illnesses.

## **Article 31 – Health and Safety**

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

**31.2. Safety.** All work shall be performed in conformity with applicable health and safety standards. Employees are encouraged to immediately report any unsafe working conditions to their supervisor. If the matter is not resolved satisfactorily between the supervisor and employee, either may involve the Union Steward and request a decision from a medical center's Safety Officer, and/or the University's Department of Environmental Health & Safety or the Department of Labor & Industries. No other employee may do the work believed to present an imminent risk to life and safety until a risk assessment has been done by the Safety



Officer and/or the University's Department of Environmental Health & Safety, or the Department of Labor & Industries, and it is confirmed that there is no imminent hazard. Once a risk assessment is completed and it is confirmed that there is no imminent hazard and conditions meet WISHA standards, the employee will be expected to perform the work.

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

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

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

If a supervisor, the Employer-designated safety official, Labor and Industries or Environmental Health and Safety (telephone 206-543-7262) declare a work site to be hazardous and unfit for work, affected employees may be assigned to alternative work sites until the hazardous condition is rectified. If assignment to an alternative work site is not possible and the supervisor decides to send the employee(s) home, those employees sent home will receive their regular pay for all time the employee(s) is scheduled to work on the day of the incident. For all subsequent days the employee(s) may use accrued leave as appropriate or request make up time as follows:

- a. Employees must request make up time within three (3) working days after operations resume.
- b. Reasonable work must exist and the supervisor must approve the request to work. The time must be made up within ninety (90) calendar days after operations resume.

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

**31.5. Safety Committees.** Joint employee-elected and Employer appointed safety committees shall be formed in accord with WISHA requirements and following University of Washington policy. The Union is entitled to representation on the University-wide or specific organizational or divisional committees where bargaining unit employees are working. Any department or unit committee also dealing with health and safety issues in work areas shall appropriately involve bargaining unit employees. Participation in safety and health committees, including

meeting time, health and safety research, work on committee assignments, seminars, and classes will be considered time worked for all employees in accordance with University policy. Release time must be arranged with supervisors in advance.

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

**31.6. Ergonomics.** The supervisor/manager will provide training and equipment for staff to safely perform job functions and avoid injury. Employees should contact their supervisor if job procedures, equipment or workstations lead to risk of injury or work-related musculoskeletal disorders. Further ergonomic guidelines shall be referenced on the Environmental Health and Safety website [www.ehs.washington.edu](http://www.ehs.washington.edu).

### **31.7. Workplace Review.**

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

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

**31.8. WISHA Inspections.** Each time there is a WISHA inspection of the Employer's property in an area where SEIU 925 employees perform their duties, the Employer shall contact the Union Office to find out whom the Union designates as the employee representative. If the Union's representative is not present for the inspection, the Employer shall request that the WISHA inspector delay the inspection until the Union's representative can arrive.

**31.9. Wellness.** The Employer and the Union will encourage and support employee participation in appropriate programs including the Washington State Employee Assistance Program (WA EAP) through which employees may seek confidential assistance in the resolution of chemical dependency or other problems that may affect job performance. WA EAP may presently be reached at [eap.wa.gov](http://eap.wa.gov) or 877.313.4455. No employee's job security will be placed in jeopardy as a result of seeking and following through with corrective treatment, counseling or advice providing that the employee's job performance meets supervisory expectations.

**31.10. Tools and Equipment.** The Employer will furnish and maintain in safe working condition all tools, equipment, and durable personal protective equipment (PPE) required to carry out the duties of each position, and will provide, during working hours, training on the safe operation and use of tools/equipment/supplies required to perform the employee's duties. The Employer agrees to provide transport for necessary equipment and supplies which cannot safely be transported by hand. The employees will properly use and maintain all required tools/equipment/supplies and immediately report any defects or malfunctions to the supervisor. It is understood that tools, equipment, and durable PPE are considered property of the employer, and employees may be required to return all items upon separation from employment.

**31.11. First Aid/Evacuation Kits.** First aid supplies and evacuation kits must be readily available, easily accessible, and clearly marked. Units should document the location of their first aid kits and assign responsibility for stocking and checking expiration dates. The location of these kits shall be communicated to all employees. If an employee determines that a first aid or evacuation kit contains expended or expired supplies, the employee can submit a request to their supervisor that the item be replaced.

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

**31.13. Training.** Training that is relevant to the business operations and hazards involved in the work activities will be provided in the workplace by qualified trained individuals to employees and will be provided per the recommended guidelines.

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

Organizational units are required to develop a written Fire Safety and Evacuation Plan for each campus building they occupy pursuant to University policy.

Active shooter training resources can be found on the University website at:  
<http://police.uw.edu/community-engagement/activeshooter/>.

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

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

## Article 32 – Uniforms Requirement

**32.1. Uniforms Requirement.** Uniforms required to be worn by the employee shall be provided and replaced by the Employer at the Employer's expense. The maintenance of uniforms shall be the responsibility of the employee. Prior to any decision by a department head to purchase uniforms, employees in their respective departments shall be given an opportunity to consult with their department head regarding the color and style of uniform to be worn. The department head will give serious consideration to the wishes of the employees in making a decision. It is understood that uniforms are considered property of the employer, and employees may be required to return serviceable uniform items upon separation from employment.

## Article 33 – Transportation and Commute Reduction

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

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

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

**33.4. Telework.** The University encourages and allows the use of telework arrangements and flexible scheduling within the bounds of good public practice, business operations, and resource limitations. Telework should be incorporated into the continuity of operations plans for each organizational unit.

University policy permits employees in telework eligible positions to telework when the employee's supervisor (or other designated official) evaluates the telework request and approves it. When evaluating the request, the supervisor must determine that the employee

can effectively perform the job duties of the position while teleworking. If an eligible employee's teleworking request is denied, the Employer will provide the reason for denial in writing. The denial of a telework request is not subject to Article 6 Grievance Procedure.

Requests to telework as a disability accommodation are handled through a separate process.

- A. Teleworking is a workplace option that allows work to be done at an alternate work site, such as the home, for one or more full or partial days a week. Teleworking can be considered a means to meet business needs, use office space more efficiently, reduce vehicle and transit trips and costs, and improve employee productivity, morale and retention. Teleworking can also serve as a way to keep inclement weather from interrupting operations.
- B. Employees' work status, job duties, and job description will remain consistent with the on-site Employees of the same job classification, except that Employee may be required to make periodic trips to an Employer site for meetings and equipment repair. Employees remain obligated to comply with all of Employer's rules, policies, practices and procedures except as designated in this article.
- C. Employees may propose new or revised individual teleworking agreements when they believe new efficiencies, technologies, or work processes would enable the remote completion of work previously performed onsite.
- D. The Employer will provide necessary equipment for telework per University policy. If the employee is required to pick up or drop off any provided equipment this shall occur during paid time.
- E. Departmental policies around teleworking will be considered appropriate subjects for Joint Labor Management Meetings.
- F. Termination of teleworking arrangements shall require no less than five (5) business days written notice, or longer as included in the teleworking agreement.

## Article 34 – Performance Evaluation

**34.1.** Performance evaluations shall be performed at least annually. Evaluations shall be based on job related performance factors. Performance evaluations shall not be used to initiate personnel actions such as transfer, promotions or corrective disciplinary action, however evaluations may serve as supporting documentation for personnel actions. Employee participation in the development of evaluation materials and rating factors is encouraged.

### **34.2. Evaluation Forms.**

- a. Performance evaluation forms will at a minimum include the following:
  - 1. A description of the job related factors upon which the evaluation is based. These will include:
    - i. quality of work (e.g. competence, accuracy, neatness, thoroughness),

- ii. quantity of work (e.g. use of time, volume of work accomplished, ability to meet schedules, productivity levels),
  - iii. job knowledge (e.g. degree of technical knowledge, understanding of job procedures and methods),
  - iv. working relationships (e.g. cooperation and ability to work with supervisor, co-workers, students, and clients served), and
  - v. Specific to the University-wide Supervisory and Research Technologist Supervisor bargaining units: supervisory skills (e.g. training and directing subordinates, delegation, evaluating subordinates, planning and organizing work, problem solving, decision making ability, ability to communicate).
2. Provision for identifying specific achievements of the employee, performance goals for the next evaluation period, training and development plans and other comments (applicable only to the University-wide Nonsupervisory, Supervisory, and Health Care Professional/Laboratory Technical bargaining units).
  3. Provision for employee comments.
  4. Provision for employee signature accompanied by a statement that "Employee signature means that the employee has seen and is aware of the content of the evaluation, but does not necessarily mean that the employee agrees with the evaluation content."
  5. Provision for the evaluator and reviewer signatures, and reviewer comments.
- b. The performance evaluation form may be supplemented with other forms and/or information used to support the employee's evaluation. Upon request, an employee may review any written materials used by supervision to prepare the evaluation.
  - c. Implementation of alternative performance evaluation models is an appropriate topic for Joint Labor Management Meetings.

### **34.3. Employee Evaluation Information.**

Upon appointment to a position the employee's supervisor will provide the employee with a copy of the position's job duties. Employees may access a copy of the class specification by clicking on the five digit "Reg job code" at <https://hr.uw.edu/comp/classified-staff/job-profile-list/>.

- a. Written performance expectations shall be provided to the employee in sufficient time to allow the employee to meet the work expectations (normally within sixty (60) calendar days after appointment to the position). The Employer will provide at least sixty (60) calendar days' notice to employees prior to the evaluation when modifications that substantively alter performance expectations are made. Minor modifications that do not substantively alter performance expectations require no notice.

### **34.4. Evaluation Process.**

- a. The supervisor will communicate with the employee about performance problems as they occur.
- b. The purpose of the evaluation meeting is to review, discuss, and if appropriate, modify the evaluation. The employee shall have an opportunity to discuss the proposed evaluation with the evaluator and to provide a written response.
- c. The final evaluation, with employee comments attached, will be signed by the evaluator and the employee. The employee will be provided a copy at their request. Medical Centers and those completing their performance evaluations will not sign a copy of the evaluation, but will complete the “acknowledgment” step in Workday to demonstrate their review of the completed evaluation. Medical Centers can access and print their performance evaluations from their Workday profile.
- d. Performance evaluations shall be retained in the departmental file for no more than three (3) years.
- e. Upper level supervisors at the Medical Centers have access and review privileges for employee performance evaluations in Workday. If modification and/or comments are made at this level a copy will be provided to the employee. Medical Centers employees are alerted in Workday to any additional modifications and/or comments made. Medical Centers can access and print their performance evaluations from their Workday profile.

**34.5. Evaluator Training.** The Employer shall make available training opportunities for evaluators regarding the Employer’s performance evaluation program and shall, upon request, share and discuss the contents of such training programs with the Union.

#### **34.6. Grievability.**

**Applicable to the University-wide Nonsupervisory, Supervisory, Health Care Professional/Laboratory Technical, HMC Technical, and UW Medicine Contact Center bargaining units:** Employee performance evaluations are grievable only through Step Two of the Grievance Procedure.

**Applicable to the Research Technologist and Research Technologist Supervisor bargaining units:**

The procedural aspects of the employee performance evaluation process are grievable only through Step Two of the Grievance Procedure. Procedural aspects include alleged violations of this contract or University policy. Disagreement over the supervisory marks assigned to a specific employee shall not be grievable and will be addressed via the actions described in Subsection 34.4.

## **Article 35 – Personnel Files**

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

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

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

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

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

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

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



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

## **Article 36 – Corrective Action/Dismissal**

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

### **36.2. Representation.**

- a. Employees shall be notified orally or in writing that upon request they shall be entitled to have a representative present when formal counseling, final counseling or dismissal is occurring. Employees have a right to a meeting with management whenever corrective action is issued. Attendance of a representative shall not delay the disciplinary process unduly as determined by the Employer. All parties shall make every effort possible to allow for Union representation without unduly delaying the process.
- b. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes corrective action could result. The employer will provide reasonable time to allow an employee to secure a representative.

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

- c. An employee placed on an alternative assignment during an investigation will not be prohibited from contacting their union steward unless there is a conflict of interest, in which case the employee may contact another union steward. This does not preclude the Employer from restricting an employee's access to the Employer's premises.
- d. An interpreter can be requested by either party and will be provided.

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

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

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

**36.6. Final Counseling.** Final counseling (may involve administrative personnel other than the employee's immediate supervisor) including action plan discussion and revision, where appropriate. Upon issuing a final counseling, the Employer may elect to provide the employee with paid time off for the remainder of the workday.

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

**36.8. Demotion.** Demotion of Leads and/or Supervisors may be initiated by the Employer at any step of the Corrective Action process.

**36.9. Removal of Records.** Upon written request by the employee, any formal or final counseling, excluding those for workplace violence or University policies against harassment, discrimination, or retaliation, will be removed from an employee's personnel file after three (3) years if the following criteria have been met:

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

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

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

**36.10. Grievability/Arbitrability.** Formal counseling may be grieved beginning at Step One or Step Two of the grievance procedure and up to Step Three Mediation only.

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

## Article 37 – 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.

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

## Article 38 – Seniority, Layoff, Rehire

### 38.1.

- a. **Seniority.** Layoff seniority is defined as the continuous length of service in calendar days with the Employer from the most recent date of hire. Service of less than full time shall be considered full time. Time spent on paid or unpaid time off will not impact layoff seniority. Time spent on the layoff rehire list shall not be included in computing layoff seniority. Permanent employees who are veterans or their unmarried widows/widowers shall have added to their seniority the veteran's active military service to a maximum of five (5) years credit. Time spent on military duty time off, paid or unpaid, or time spent on unpaid time off to work for the union in accordance with Article 29 is included in seniority calculation. Probationary employees are not vested with seniority credits until successfully completing the probationary period.

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

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

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

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

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

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

## 38.2.

### a. **Layoff.**

1. Whenever it becomes necessary for the Employer to reduce its workforce due to lack of work, lack of funds, or good faith reorganization for efficiency purposes, the Employer shall use the following procedure. The Employer will notify the Union of impending layoffs thirty (30) calendar days in advance of implementation so that reasonable alternative proposals can be considered. Whenever possible the Employer will provide more than minimum notice.
2. The Employer shall not lay off bargaining unit employees in lieu of disciplinary action.
3. Employees will be laid off in accordance with seniority, as defined in Article 38.1(a).

b. **Employment Option.** The employee affected by the reduction in force shall be offered the following employment option in descending order, provided they meets the essential skills (defined as the minimum qualifications listed in the job description for the classification and any specific position requirements or credentialing) of the offered position:

1. A funded vacant position within the same job classification and layoff unit.
2. The opportunity to replace the most junior employee in the same classification within the layoff/seniority unit.
3. A funded vacant position in a lower classification within the same series within the layoff unit.
4. The opportunity to replace the most junior employee in a lower classification within the same series within the department.

c. **Notice.** The Employer shall identify the positions to be abolished and the employee(s) to be affected and shall notify employees in these positions, with notice to the union, not less than thirty (30) calendar days prior to the abolishment of the positions, pay the

employee in lieu of notice, or combine pay and notice. Whenever possible the Employer will provide more than minimum notice. The notice shall include:

1. The effective date of the layoff and a reference to the employee's rights under this Article, and
2. Identification of the employment option being offered, if applicable.

In accordance with 38.2.b. above, if the incumbent in a position to be abolished has an opportunity to replace the most junior employee within the layoff/seniority unit, the incumbent will be given up to three (3) business days to determine if they want to replace the junior employee or be placed on the rehire list. Vacant positions or those held by probationary employees within the layoff/seniority unit will be considered a more junior position.

- d. **FTE Increase or Reduction.** An employee in a position that is not abolished but is increased or reduced in FTE status and who will remain benefit eligible after the reduction or increase will have the choice of staying in the reduced or increased position and going on the rehire list for the position and FTE status held by the employee immediately prior to the increase or reduction or exercising available layoff rights under 38.2. The employee must exercise this choice within three (3) working days of the increase or reduction notice.
- e. **Voluntary Layoff.** Appointing authorities will allow an employee in the same job classification and department where layoffs will occur to volunteer to be laid off provided that the employee is in a position requiring the same skills and abilities, as a position subject to layoff. Any volunteer for layoff shall have no formal layoff option. If the appointing authority accepts the employee's voluntary request for layoff, the employee will submit a non-revocable letter stating they are accepting a voluntary layoff from the University. The employee will be placed on all applicable rehire lists.
- f. **Rehire.** The Employer shall make a concerted effort to re-employ bargaining unit members on the rehire list. Bargaining unit members on the rehire list are eligible to take all Professional & Organizational Development (POD) courses on a space available basis upon payment of designated fees. Employees without employment options will be placed on the rehire list(s) designated by the employee for twenty-four (24) months. In addition to the rehire list for the classification and FTE status from which the employee was laid off, employees identified for layoff may request placement on the following rehire lists:
  1. For positions of a lower FTE status in the classification from which the employee was laid off (or equivalent if prior classification has been abolished); and
  2. For positions in other classifications in which the employee previously held permanent status; and
  3. Lower classes in the series from which the employee was laid off.

The Employer will refer an employee from the designated rehire list(s) for any open positions in the bargaining unit for which the laid off employee possesses the essential skills. For classifications which have separate job codes in the Campuswide and Harborview Bargaining Units, Rehire lists will include both job codes. Employees

referred from the rehire list(s) who possess the essential skills needed for a vacant position will be offered the position prior to the Employer posting for competitive recruitment. From among these employees, offers will be made in seniority order, most senior person first. Job requests for positions for which there are employees on rehire list(s) may not be withdrawn solely to avoid hiring laid off employees.

4. The Employer will provide a copy of the Rehire List to the Union upon request.
5. When the job classification the employee was laid off from is represented by both SEIU 925 and WFSE 1488 the employee will be placed on the rehire list for the specific job classification for both unions.

g. **Rehire Trial Period.** Employees placed into vacant positions from the rehire list will serve a three (3) month rehire trial period. During the rehire trial period either party may, at its sole discretion and without resort to the grievance procedure, initiate return to the rehire list. Time spent in a rehire trial period will not count toward the twenty-four (24) month rehire list period. The three (3) month rehire trial period will be adjusted to reflect any paid or unpaid leave taken during the period.

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

i. **Removal from List.** Removal from the rehire list(s) will occur for any of the following circumstances:

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

j. **Rehire List Crossover.** Employees within an SEIU Local 925 represented bargaining unit may, in accordance with this Article, be placed on the rehire list for positions in another SEIU Local 925 represented bargaining unit.

**38.3. Rehire Wages and Increment Date.** When employees are rehired from layoff status the progression start date and annual leave accrual date will be reestablished and extended by an amount of time in calendar days equal to the period of time spent on the rehire list prior to rehire. Employees placed from the rehire list into positions with the same salary range held at the time of layoff shall be placed at the same step in the range held at the time of layoff, regardless of whether or not the department intends to fill the position at a lower step in the pay range. Employees placed from the rehire list into positions with a lower salary range than held at the time of layoff shall be placed in a salary step, not to exceed top automatic step, nearest to, but not in excess of, the salary held at time of layoff.

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

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

## Article 39 – Resignation and Abandonment

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

### **39.2. Presumption of Resignation/Abandonment.**

- a. An employee who fails to appear for work and report absence to the supervisor, in accordance with departmental policy, on three (3) consecutive scheduled workdays, shall be deemed to have resigned. Notice of separation will be sent to the employee's last known address on record with the UW Payroll Office via certified mail after the third (3<sup>rd</sup>) consecutive day of absence. Prior to sending the notice, the Employer will attempt to contact the employee through current home telephone and emergency contact numbers on record in Employee Self-Service and departmental records.
- b. Within fourteen (14) calendar days of mailing the separation notice and upon proof that the failure to report absent could not reasonably have been avoided, an employee may submit to the supervisor a written petition for reinstatement. The Employer's decision to not reinstate may be grieved according to the grievance procedure in Article 6

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

## Article 40 – Mandatory Subject

The Employer shall satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the union staff representative in writing, with a copy to the Executive Director of the Union, of these changes. The Union may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. The Union will notify the Vice President of Labor Relations of any demands to bargain. In the event the Union does not request discussions and/or negotiations within thirty (30) calendar days, the Employer may implement the changes without further discussions and/or negotiations. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer shall notify the Union as soon as possible.

Prior to making any change in written agency policy that is a mandatory subject of bargaining; the Employer shall notify the Union and satisfy its collective bargaining obligations per Article 40.

Unless agreed otherwise, the parties agree to begin bargaining within thirty (30) calendar days of receipt of the request to bargain. A valid request to bargain must include at least three (3) available dates and times to meet. If the union makes a request for information at the same time as the request to bargain, the thirty (30) calendar days will not begin until the information request has been fulfilled. Information requests made after the request to bargain will not delay the scheduling of discussion and/or negotiations. The parties shall agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities. The Union will provide the Employer with the names of its employee representatives at least seven (7) calendar days in advance of the meeting date unless the meeting is scheduled sooner, in which case the Union will notify the Employer as soon as possible.

### Release Time

- a. The Employer shall approve paid release time for up to four (4) employee representatives who are scheduled to work during the time meetings or negotiations are being conducted, provided the absence of the employee will not interfere with the operating needs of the Employer. The Employer may approve leave without pay for additional employee representatives provided the absence of the employee will not interfere with the operating needs of the Employer. If the additional employee absence is approved, the employee(s) may use personal holiday, vacation time off, holiday credit, or compensatory leave instead of leave without pay.
- b. No overtime will be incurred as a result of bargaining and/or preparation for bargaining.
- c. The Union is responsible for paying any travel or per diem of employee representatives. Employee representatives may not use a state vehicle to travel to and from a bargaining



session, unless authorized by the Employer for Business Purposes.

## **Article 41 – New Employees**

### **41.1. New Employees.**

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

## **Article 42 – Union Activities, Rights, and Stewards**

### **42.1. Staff Representatives.**

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

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

While inspecting the workplace, the Union may engage in de minimis conversations with employees, so long as an employee does not object and such conversation does not

interfere or disturb the operation of the facility or compromise the security of patient health information

**42.2. Steward Release Time.** A steward who is processing a grievance in accordance with the grievance procedure of any SEIU Local 925 Agreement between the Employer and the Union shall be permitted reasonable time to assist in the resolution of legitimate employee grievances on the Employer's property without loss of pay or recorded work time. Time off for processing grievances shall be granted to a steward by supervision following a request, but in consideration of job responsibilities. If permission for time off cannot be immediately granted, the supervisor shall arrange for time off at the earliest possible time thereafter.

A record of a steward's work time spent on grievances or other authorized activity on behalf of the Union shall be maintained on a basis mutually agreeable between the Union and the department involved.

In the event the Employer determines that the amount of work time used by any steward on grievances or other authorized Union activities is unreasonable, it may become a topic for mutual discussion between the parties.

- a. The Union shall prevail upon all employees in the bargaining unit and especially Union stewards, to make a diligent and serious attempt to resolve complaints at the lowest possible level. The Employer, likewise, shall prevail upon its supervisory personnel to cooperate fully with the Union stewards and other Union representatives in the speedy resolution of any grievance that may arise.
- b. Union stewards shall primarily conduct representational duties only within their designated area of jurisdiction. Stewards may represent members in another jurisdiction if the steward designated for that other jurisdiction is unavailable (e.g. away on approved leave), has a conflict, or if there is no steward in that area. In the event that a steward is unavailable, the steward of the next geographically closest designated jurisdiction will be contacted to represent the employee. The number of stewards in a particular area and the jurisdiction they serve shall be an appropriate subject of discussion between the Union and the Employer.
- c. The Union agrees to submit an up-to-date list to the Office of Labor Relations once per month indicating the name of all Union stewards, their work locations, department, jurisdiction and designation as a Lead, Chief, or Officer. In any event, said list shall be submitted at least annually with changes noted as they occur. Union stewards shall be recognized when the Office of Labor Relations is informed of their appointment. Examples of jurisdiction are as follows: UWMC, South Campus HSB, HMC, Health Sciences, South Lake Union, Downtown, Airlift Northwest, UW Tower, Bothell Campus, Tacoma Campus, Seattle Campus, and Sandpoint. Stewards shall be assigned by the union. Lead Stewards, Chief Stewards, and Local/Chapter officers shall be recognized to have broader jurisdictions.

- d. Whereas it benefits the University to have Union stewards who understand the contract and are trained in administration of the contract, each of the Union's stewards shall be allowed a total of eight (8) working hours annually without loss of pay to participate in the Union's steward training program. Said time off shall be approved in advance by the employee's supervisor and shall be contingent upon the ability to provide coverage during the time off.

The Union shall submit to the Office of Labor Relations at least fifteen (15) days in advance the names of the employees (with their respective supervisors) that are scheduled to participate in the training. The Union will confirm the employee's participation in the training upon completion.

- e. **New Steward Training.** Where the Union requests in advance of an investigatory meeting or grievance hearing that a second steward be present to be trained or to provide steward. This release will be approved without loss of pay or recorded work time subject to the operational needs of the second steward's department. No overtime or compensatory time will be earned for participation and no steward shall attend as a second steward more than once.

#### **42.3. Union Business Activities.**

- a. Employees who intend to absent themselves from work for the purpose of attending and participating in Union business functions or programs, such as meetings, conventions, seminars, or other authorized meetings or to work for the Union on a temporary basis at the Union's request, may do so with supervisory approval. The Employee may use paid or unpaid time consistent with University policy, including compensatory time, holiday credit, personal holiday, accrued vacation time, or unpaid time off.
- b. The Union and/or the employee shall request leave from the Employee's immediate supervisor at least two (2) weeks prior to the planned absence.

#### **42.4. Use of State Facilities, Resources, and Equipment.**

- a. Meeting Space and Facilities. The Employer's campuses and facilities may be used by the Union to hold meetings subject to the University's policy and availability of the space. The Employer may provide private space for stewards and/or Union representatives to meet in confidence with those they represent on a space available basis. Staff representatives may reserve and utilize meeting rooms in accordance with University policy and procedure. Such requests will be subject to availability and all applicable fees.
- b. E-mail, Fax Machines, the Internet, and Intranets. Union delegates, and members may utilize state owned/operated equipment to communicate with the Union and/or the Employer only for the exclusive purpose of administration of this Agreement. Such use will:
1. Result in little or no cost to the Employer;
  2. Be brief in duration and frequency;

3. Not interfere with the performance of their official duties;
4. Not distract from the conduct of state business;
5. Not disrupt other state employees and will not obligate other employees to make a personal use of state resources; and
6. Not compromise the security or integrity of state information or software.

The Union and its union delegates will not use the above referenced state equipment in a manner that is prohibited by the Executive Ethics Board. Communication that occurs when using state-owned equipment is the property of the Employer

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

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

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

#### **42.6. Information Requests.**

- A. Upon written request of the staff representative or steward to the Office of Labor Relations (laborrel@uw.edu), the Employer will provide relevant information necessary for conducting representational duties.
- B. The Employer will acknowledge receipt of the information request and will provide the union with a date by which the information is anticipated to be provided.
- C. When the Union submits a request for information that the Employer believes is unclear or unreasonable, the Employer will contact the Union staff representative and the parties will discuss the relevance and necessity of the request. The costs associated with the request and the amount the Union may pay for receipt of the information may also be discussed.

## Article 43 – Joint Union-Management Committees

**43.1. 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 for employees in the University-wide Nonsupervisory, University-wide Supervisory, and Health Care Professional/Laboratory Technical bargaining units shall consist of three (3) bargaining unit employees and a Union staff representative and four (4) Employer representatives to include the Assistant Vice President of Labor Relations or designee.

Committee membership for employees in the Research Technologist and Research Technologist Supervisor bargaining units shall consist of two (2) bargaining unit employees and a Union staff representative and three (3) Employer representatives to include the Assistant Vice President of Labor Relations or designee.

The Employer will discuss with representatives of the Union significant changes affecting institutional conditions of employment generally affecting bargaining unit employees sufficiently in advance of the targeted implementation date of said changes so that reasonable alternative proposals can be adequately considered by the Joint Union-Management Committee. Diversity, child care and tuition exemption shall be considered appropriate subjects for the Joint Union-Management Committee.

SEIU 925 and Labor Relations will use the joint labor-management process to explore possible in-training opportunities for SEIU 925 members.

Market adjustments may be discussed at quarterly joint labor-management meetings.

**43.2. 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.

**43.3. 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 6 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.

**Departmental Labor Management.** In an effort to resolve workplace problems collaboratively and at the lowest level, staff are strongly encouraged to bring concerns about staffing and other working conditions to the attention of their department(s). SEIU Local 925 can request that the Office of Labor Relations set up a Joint Labor Management meeting for the particular department. The Union can also place on the agenda of any Labor Management meeting issues of staffing and/or other working conditions in particular departments/units.

Where numerous Joint Labor Management staffing meetings are being scheduled to address hiring difficulties across departments for similar positions, the Employer or Union may propose to combine JLMs. Where appropriate as determined by the Employer, a representative from HR Compensation will attend.

Release time for the employees requesting to be at the meeting will be subject to the operational needs of the department.

## Article 44 – Classifications and Reclassification

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

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

**44.3.**

- a. Should the University decide to create, eliminate or modify class specifications which does not involve a major restructure to the overall classification system, it will notify the Union in advance of implementing the action. Notification will include the bargaining unit status of the classification and, for a newly created or modified classification considered to be in the bargaining unit, a proposed salary. Notification will occur at least forty-five (45) days in advance of any proposed implementation date. At the Union’s request the University will meet and confer with the Union over its proposed action.
- b. An employee occupying a position reallocated to a class with a lower salary range maximum due to a class being created, abolished or modified will retain the salary of their former position until reaching the top of the range of the former position, and then will be frozen until the new class pay range catches up.

An employee(s) occupying a position reallocated to a class with a higher salary range due to a class being created, abolished or modified will receive the same step in the new range

as the employee(s) held in the previous range. The periodic increment date of the employee will remain unchanged.

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

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

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

**44.6. Professional Staff Exemptions:**

1. The University will make reallocations based on application of the professional staff exemption criteria set forth in RCW 41.06.070 (including any permanent and substantive change in the duties, responsibilities, or qualifications of the position).
2. The Union and the University agree to a procedure that includes the provision of information by the University and a meeting with the Union to discuss and resolve issues regarding the transfer of work from the bargaining unit within four (4) weeks of the University's initial notice to the union for a proposed professional staff exemption.
3. All negotiations regarding transfer of any work from the bargaining unit shall be concluded by the meeting described above, unless both parties agree to an extension.
4. Disputes regarding professional staff exemptions shall be resolved by the classification review hearing officer. The Hearing Officer shall make their decision based on the criteria outlined in Subsection 44.6 (1) above. If the employee appeals the exemption determination in any other forum the Union cannot pursue the determination through the process outlined in this Article.

**44.7. Position Review Process:**

- a. The University, employee, or employee representative 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 and employee representatives may not request that a position be reviewed more often than once every six (6) months.

- b. The request must be complete and in writing on forms provided by the University. Requests may be submitted to Human Resources or to an employee's direct supervisor or department. Any party may submit additional information, including the names of individuals, which the party believes is relevant to the position review.
- c. An employee may request that a representative be present as an observer at meetings with the University reviewer scheduled to discuss the request for position review. At the employee's request a portion of such meetings shall be conducted in a quiet and private location, away from the work station.
- d. The University reviewer will investigate the position and issue a written response to the employee or employee representative within sixty (60) calendar days from receipt, by Human Resources, of the completed request. The response will include notification of the class and salary assigned when the position is reallocated, or notification of the reasons the position does not warrant reallocation when the request is not approved. Reclass requests may be submitted at either the departmental level or directly to Human Resources. Reclass requests submitted at the departmental level must be forwarded to Human Resources within thirty (30) calendar days.
- e. The effective date of allocations or reallocations initiated by the University shall be determined by the University. The effective date of a reallocation resulting from an employee or employee representative request for position review will be established as the 1<sup>st</sup> or the 16<sup>th</sup> of the month which precedes the date that the completed request was filed with Human Resources or the employee's direct supervisor or department, whichever date is earliest. The date of receipt must be appropriately documented.
- f. An employee may request reconsideration following receipt of the University's determination. Requests for reconsideration will not hold the timeframe for filing an appeal under this Article.

**44.8. Position Review Appeal Process.** If the Union wishes to appeal the decision of the University, it may appeal to the Classification Review Hearing Officer within thirty (30) calendar days following the date of the University's written response.

**Hearing Officer.** The Hearing Officer shall be jointly selected by the parties within thirty (30) days of the execution of this contract and shall serve for a minimum of one (1) year from the date of selection. At that time the parties may choose to re-appoint the Hearing Officer or select a different Hearing Officer who will also serve for a minimum of one (1) year from date of selection.

**Hearings.** The Hearing Officer shall hold hearings on a quarterly basis unless there are no appeals to hear or the parties agree to pend any open appeals. All materials considered in the position review shall be submitted to the Hearing Officer prior to the hearing and neither party will submit evidence at the hearing that was not submitted during the position review. The Hearing Officer shall endeavor to hold multiple hearings each day, and shall issue a concise



decision which shall be final and binding. The Hearing Officer shall have no authority to alter the terms and conditions of this contract. Employees may be represented at the hearing and will be released from work with no loss of pay to attend the hearing. The Hearing Officer's fees and expenses shall be shared equally by the parties.

## **Article 45 – Compensation, Wages and Other Pay Provisions**

### **45.1.**

- A. Effective July 1, 2023, each classification represented by the Union will continue to be assigned to the same Pay Table and Salary Range as it was assigned on June 30, 2023. Effective July 1, 2023, each employee will continue to be assigned to the same Salary Range and Step that they were assigned on June 30, 2023 unless otherwise agreed.
- B. Effective July 1, 2023, all Salary Ranges described in Section A above will be increased by four percent (4%). This increase will be based upon the salary schedule in effect on June 30, 2023.
- C. Effective July 1, 2024, all Salary Ranges described in Section A above will be increased by three percent (3%). This increase will be based upon the salary schedule in effect on June 30, 2024.
- D. Employees who are paid above the maximum for their range on the effective date of the increase described in B or C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay. Employees who are Y-rated as of June 30, 2023 will continue to receive that salary if it is higher than the top step of the salary range for their classification as specified in Appendix I.

**45.2.** Upon promotion or reclassification from a Local 925 position to another Local 925 position with a higher salary range, the affected employee shall be placed on the salary step of the new range which reflects a minimum of a three (3) step, except for positions on Health Care Professional/Technical pay tables, which shall receive a minimum increase of 6%. The new progression start date shall be the first of the current month for effective dates falling between the first and fifteenth of the month and the first of the following month for effective dates falling between the sixteenth and the end of the month.

**45.3.** An employee occupying a position that is reclassified to an existing class with a lower salary range shall be placed in the salary step in the new range which is closest to the current salary, provided such salary does not exceed the top automatic step of the new salary range.

### **45.4. Salary Schedules.**

- a. The salary schedules shall be incorporated into this Agreement as Appendix V.
- b. Salary schedules will contain Career Enhancement/Growth steps as described in Section 45.6.

- c. **Movement on General Schedules.** Employees hired on or before June 30, 2023 at the minimum available step of their pay range will receive a two (2) step increase to base salary following completion of six (6) months of continuous service and the date they receive that increase will be the employee's progression start date. Thereafter, employees will receive a two (2) step increase annually, based on their progression start date, until they reach the top of the pay range.  
Employees will receive a two (2) step increase to base salary following completion of twelve (12) months of continuous service and the date they receive that increase will be the employee's progression start date. Thereafter, employees will receive a two (2) step increase annually, based on their progression start date, until they reach the top of the pay range.
- d. **Movement on Health Care Schedules.** Employees who are hired on the Health Care pay tables will receive increment increases at the rate of one (1) step each twelve (12) months until they reach the top of the pay range. The date they receive that increase will be the employee's progression start date until they reach the top of the pay range.  
Employees hired on or before June 30, 2023 on the Health Care pay tables at the minimum available step in the pay range will receive a one (1) step increase to base salary following completion of six (6) months of continuous service and the date they receive that increase will be the employee's progression start date. Thereafter, employees will receive a one (1) step increase annually, based on their periodic increment date, until they reach the top of the pay range.
- e. 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.
- f. **Employee Recruitment and Retention (R&R) Step Increases.** The University, at its discretion, may approve additional progression increases at any time. Such additional progression increases will not change an employee's progression start date.
- g. **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.as per 45.7 below.

**45.5.** The University and the Union affirm their commitment to the principles of comparable worth by implementing any state-mandated comparable worth adjustments.

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

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

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

There will be no minimum or maximum number of employees who may receive Career Enhancement/Growth steps. There will be no minimum or maximum amount of money the University will spend on the Career Enhancement//Growth program. Decisions about Career Enhancement/ Growth steps shall be made within sixty (60) days of the submission of a completed CEGP form to the employee's manager.

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

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

The CEGP application allows for the inclusion of up to three letters of recommendation, and record years of experience in the position or field, as well as years of service with the University in the Statement of Qualifications section. The union will have access to this information on request.

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

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

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

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

**45.7. Market Rate Wage Adjustments.** If market conditions determine that an upward adjustment in one or more economic areas is essential to maintain competitiveness, both the Union and the Employer shall be given the opportunity to raise issues of competitive compensation and propose market adjustments. When the Employer proposes adjustments, the Union shall be given at least thirty (30) days' notice in advance of the implementation date to negotiate the adjustment.

**45.8. Callback Pay (Applicable only to the University-wide Nonsupervisory, Supervisory, Contact Center, Contact Center Supervisory, and Health Care Professional/Laboratory Technical bargaining units).** When a scheduled work period employee has left the grounds and is called to return to the work station outside of regularly scheduled hours, the employee shall receive two (2) hours bonus pay plus time actually worked. The bonus pay shall be compensated at the regular rate; time worked shall be compensated at time and one-half (1-1/2). Time worked immediately preceding the regular shift does not constitute call back, provided time worked does not exceed two (2) hours or notice of at least eight (8) hours has been given. An employee on standby status called to return to the work station does not qualify for call back pay.

**45.9. Standby Pay (Applicable only to the University-wide Nonsupervisory, Supervisory, Contact Center, Contact Center Supervisory, and Health Care Professional/Laboratory Technical bargaining units).** Scheduled or nonscheduled work period employees required to restrict off-duty activities to be available for duty shall be compensated as follows:

- At a rate of two dollars (\$2.00) per hour for the University-wide Nonsupervisory, and Supervisory Units, Contact Center, and Contact Center Supervisory, except for those job titles listed in Appendix II, which shall receive the applicable rates.
- At a rate of six dollars (\$6.00) per hour for the Health Care Professional/Laboratory Technical Unit.

When called in from standby status, the employee shall receive premium pay (time and one-half [1-1/2] the employee's regular rate) for a minimum work period of two (2) hours. The two (2) hours pay shall not apply until thirty (30) minutes after the end of a scheduled shift.

**45.10. Shift Differential (Applicable only to the University-wide Nonsupervisory, Supervisory, Contact Center, Contact Center Supervisory, and Health Care Professional/Laboratory Technical bargaining units).**

Employees assigned to evening and night shifts shall receive a shift differential as follows:

- University-wide Nonsupervisory, Supervisory, Contact Center, Contact Center Supervisory Units: \$1.00 per hour for evening and night shifts, except for those job titles listed in Appendix II, which shall receive the applicable rates;
- Health Care Professional/Laboratory Technical Unit: \$1.75 per hour for evening shift and \$2.50 per hour for night shift.

Evening shift is defined as a majority of time worked daily or weekly between 5:00 p.m. and 12:00 a.m. Night shift is defined as a majority of time worked daily or weekly between 12:00 a.m. and 7:00 a.m. Shift differential shall be paid for the entire shift which qualifies. When an employee works an equal number of hours during day shift and evening shift, or evening shift and night shift, the employee shall be entitled to the greater shift differential for the entire shift. When an employee is regularly assigned to an afternoon or evening shift that qualifies for shift differential, the employee shall continue to receive the shift differential during temporary assignment, not to exceed five (5) working days, to a shift that does not qualify.

**45.11. Multilingual/Sign Language/Braille Premium Pay.** Whenever a classified position has a bona fide requirement for regular use of competent skills in more than one language, and/or sign language and/or Braille, as determined in writing by the employer, the employee shall receive a premium pay of five (5%) percent above the level normally assigned for that position, except for those instances where the position is allocated to a class that specifies these skills. If an employee receiving language pay transfers or is promoted into a position which also necessitates the use of the employee's language skills, as determined in writing by the employer, the language pay benefit will be paid as a premium.

If the employee's position is allocated to a class that specifies these skills (for example, a medical interpreter), the employee will receive a premium pay of five (5%) percent above the level normally assigned for that position only when the employee's position description states that the position has a bona fide requirement for regular use of competent skills in two (2) or more languages in addition to English.

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

**45.12. Respiratory Therapist Premium Pay.** Respiratory Therapists who perform Extra Corporeal Life Support work (ECLS) will be paid a \$6.50 (six dollars and fifty cents) per hour ECLS premium while performing ECLS work.

**45.13. Field Training Officer.** When a Hospital Security Officer has been designated as a Field Training Officer for a new employee they will receive a seven percent (7%) increase for all the hours they provide direct training/instruction.

**45.14. Weekend Pay.**

- University-wide Nonsupervisory, Supervisory, Contact Center, and Contact Center Supervisory bargaining units: All hours worked on weekends by employees in applicable job titles shall include a weekend pay premium accordance with Appendix II.
- Health Care Professional/Laboratory Technical bargaining unit: All hours worked on weekends shall include a weekend pay premium of \$2.25 per hour.

**45.15. Substitute Lead (Applicable only to the Health Care Professional/Laboratory Technical bargaining unit).** Employees in a non-lead classification who are designated by the employer to assume the lead role in the absence of an employee in a lead classification shall be paid a premium of \$2.00 per hour for all hours worked in the assignment.

**45.16. Preceptor.**

- i. Surgical Technologist (18430)
- ii. Respiratory Care Practitioner (18155)
- iii. Dietitian (18126)
- iv. Electroneurodiagnostic (END) Technologist (18370, 18371, 18373)
- v. Social Worker (18124, 18125, 23260)
- vi. Anesthesiology Technician 2 (18312)

An employee in one of the classifications (i) through (vi) above may serve as a preceptor for one or more newly hired employees (including an employee who transfers within UW) or students after: a.) successfully completing an approved preceptor workshop (or equivalent documented training); b.) being appointed by a department designated manager in writing as a preceptor; and c.) agreeing to such appointment in writing. The preceptor will be responsible for planning, organizing, and assessing the new skill development of the newly hired employee or student. The preceptor role responsibilities can include teaching, clinical supervision, role modeling, feedback, and/or evaluation (oral or written) of the newly hired employee or student. The new skill(s) development needed for each newly hired employee or student will be set forth in writing in the appointment request. Upon receipt of the written appointment request, the preceptor may recommend to the department designated manager that the assignment add additional new skills for development. Employees will receive a preceptor premium pay of \$1.50 per hour for all time spent engaged in the above preceptor role responsibilities with the newly hired employee or student. Orienting a newly hired employee alone does not qualify an employee for the preceptor premium; however, if part of orienting a newly hired employee includes precepting the development of a new skill, then that part is eligible for the preceptor pay premium.

The University will establish and, at regular intervals, offer preceptor workshops or equivalent documented trainings for employees in each of the above-referenced classifications, which pertain to precepting of newly-hired employees and students. If separate workshops or

equivalent documented trainings are required with respect to newly-hired employees and students, the University will establish and offer at regular intervals workshops or training for precepting each.

“New skill development” includes, but is not necessarily limited to, performing the above listed preceptor role responsibilities on tasks, procedures, equipment, or methods which are necessary to achieve competency in an employee’s classification or specific position if the newly hired employee does not have prior experience with the given skill. Orienting a newly hired employee to “UW” procedures or methods is not considered “new skill development” unless the newly hired employee does not, in the estimation of a department designated manager, have sufficient experience in performing the underlying task. The parties agree that “new skill development” varies for each of the above-referenced classifications and may vary for each newly hired employee or student, depending on their skills, knowledge, and experience. If a newly hired employee, in the estimation of a department designated manager, has insufficient experience in a particular skill area that is necessary to perform the functions of the position, a current employee will be appointed to perform the above preceptor role responsibilities. Additionally, if an employee in one of the above-referenced classifications believes that a newly hired employee needs “new skill development,” that employee may identify the new skill and request appointment as a preceptor to perform the above preceptor role responsibilities.

#### **45.17. Rest Between Shifts. (Applicable to the Health Care Professional/Laboratory Technical bargaining unit)**

In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least eleven (11) hours off duty between shifts. In the event an employee is required to work with less than eleven (11) hours off duty between shifts, all time worked within this eleven (11) hour period shall be at time and one-half (1 ½).

## **Article 46 – Health Care Benefits Amounts**

### **46.1**

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

2. To comply with or manage the impacts of federal mandates.

Value-based benefits designs will:

1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
2. Use clinical evidence; and
3. Be the decision of the PEBB Board.

C. Article 46.1 (B) will expire June 30, 2025.

#### **46.2.**

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

#### **46.3. Wellness.**

- A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.
- B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

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

#### **46.5. Medical Flexible Spending Arrangement**

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



- B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:
1. Is occupying a position that has an annual full-time equivalent base salary of sixty-thousand dollars (\$60,000) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and
  2. Meets PEBB program eligibility requirements to receive the employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.
  3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2088).
  4. Base salary excludes overtime, shift differential and all other premiums or payments.
- C. A medical FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for Employer FSA funds may decline this benefit but cannot receive cash in lieu of this benefit.
- D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to a FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.

## Article 47 – Contracting

**Contracting Out.** The University will not contract out work which results in the layoff of bargaining unit employees who are employed prior to the time of the execution or renewal of the contract. The University will provide the Union thirty (30) calendar days' notice prior to the implementation of any contract allowed under this Article.

## Article 48 – Staffing Concerns

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

**48.2. Departmental Staffing Concerns.** Workload, work area and staffing considerations will be appropriate subjects for Joint Union/Management meetings.

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

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

## **Article 49 – Privacy**

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

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

## **Article 50 – No Strike/Lockout**

The Employer and the Union acknowledge that this Agreement provides, through the grievance procedure and through other administrative remedies, for an orderly settlement of grievances or disputes which may arise between the parties. Accordingly, the parties agree that the public interest requires the uninterrupted performance of all University services and to this end pledge to prevent or eliminate any conduct contrary to that objective. Therefore, during the life of the Agreement the Employer shall not lockout any of the employees as a result of a labor dispute or grievance or disputes on personnel matters nor shall the Union condone or authorize a work stoppage, work slowdown, or any other curtailment of work in the bargaining units.

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

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

Any action of the Employer in closing the University during a general strike, riot, or civil disturbance for the protection of the institution, its property, or its employees shall not be deemed a lockout.

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

## **Article 51 – Travel Pay and Work Time**

**51.1. General.** Any employee required to travel to a place of work other than their regular official duty station shall be reimbursed for travel costs if eligible, in accordance with University of Washington Administrative Policy Statements, Section 70.

### **51.2. Work Time and Compensation.**

- a. When employees are required to report for work to their official duty station before traveling to a temporary official duty station, work time computation shall commence at the time of reporting to the regular official duty station.
- b. When employees are required to travel on a nonscheduled work day they shall be paid in accordance with Articles 9 and 10, and University policy. For purposes of determining hours of work, the work day shall commence at the time the employee leaves their official duty station and end upon arrival at the temporary duty station. The employee's domicile shall be their official work station when travel commences from that location if less than time calculation from the official duty station.

## **Article 52 – Personal Services**

The University agrees it is inappropriate and contrary to University policy to assign any employee coffee making, related food service duties, or other tasks of a personal nature. The exception is when such an activity is based on a bona fide departmental requirement.

## **Article 53 – Modality Pay**

Applicable only to HealthCare Professional/Laboratory Technical and Supervisory bargaining units.

The parties agree that Modality Pay will be applicable to the job titles below. When applicable, Modality Pay will be paid as follows:

Modality Pay 1- A premium of \$1.25/hour for staff actively participating in a new training program for a new modality.

Modality Pay 2- A premium of \$1.50/hour for staff assigned to conduct examinations/students in a modality other than that described in the current classification of the position. For two modalities where the employee is scheduled for at least forty percent (40%) in the second modality, the premium pay will be for all hours worked. Where the employee is scheduled for less than forty percent (40%) in the second modality, the premium will apply for all hours worked in a shift.

Modality Pay 3- A premium of \$1.75/hour for staff assigned as a preceptor to other staff.

ELIGIBLE TITLES:

10

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entries per page

Search:

Job Code	Job Profile
22566	Advanced Cardiac Technologist (NE H NI SEIU 925 HCP/LT)
18340	Advanced Cardiac Technologist (NE S SEIU 925 HCP/LT)
22567	Advanced Cardiac Technologist Lead (NE H NI SEIU 925 HCP/LT)
18341	Advanced Cardiac Technologist Lead (NE S SEIU 925 HCP/LT)
18343	Advanced Cardiac Technologist Supervisor (E S SEIU 925 Supv)
22569	Advanced Cardiac Technologist Supervisor (NE H NI SEIU 925 Supv)
18344	Advanced Cardiac Technologist Supervisor (NE S SEIU 925 Supv)
18428	Cardiac Sonographer Supervisor (E S SEIU 925 Supv)
23237	Cardiac Sonographer Supervisor (NE H NI SEIU 925 Supv)
18429	Cardiac Sonographer Supervisor (NE S SEIU 925 Supv)

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Article 54 – Subordination of Agreement and Saving Clause

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

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

## Article 55 – Contract Distribution

**55.1. Contract Distribution.** Prior to posting on the Labor Relations website, the University will submit to the Union the electronic version of the collective bargaining agreement between the University of Washington and the SEIU Local 925.

**55.2. Distribution.**

- a. The Employer shall allow the Union to distribute paper copies through campus mail as needed.
- b. The Employer will provide all current and new employees with a link to the new Agreement.

## Article 56 – Union Membership, Dues Deduction, and Status Reports

**56.1. Dues Deduction.** Upon authorization by an individual employee to the Union, the Employer shall provide for the semi-monthly payroll deductions of union dues which are uniformly applied to all members in those bargaining units in which the Union is the exclusive bargaining agent.

- A. 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 and Employee ID number of employees who have, since the previous payroll cut-off date, provided authorization for deduction of dues, COPE, 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.

**56.2. Indemnification.** 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 deductions made from the wages of such employees or for any action taken in compliance with this Article.

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

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

**56.5. Listing of Employees.**

a. Authorized Use – All Reports

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

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

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

**A. Total Compensation and deductions**

Name

Home Address

Home phone

Cell phone

Work phone

Work location (building)

Work location (address)

Work station or office (suite and/or number)

Employee ID number

Personal Email

UW email  
UW mailbox  
Employment status  
Employment status effective date  
Job classification  
Department  
Pay grade  
Pay step  
Pay rate salary  
Hourly rate  
Supervisor  
Supervisor email  
Race  
Gender  
DOB  
Date of hire  
Job title  
Job class code  
Shift  
Deduction amount dues  
Deduction amount other  
Deduction amount cope  
Total wages for the pay period  
Total base pay for pay period  
Total overtime pay for pay period  
Total overtime hours per pay period  
Total hours worked in the pay period  
Days in the pay period  
Total hours for each class/type of differential and or/ premium pay for the pay period  
Total wages for each class/type of differential and or/ premium pay for the pay period  
Total wages year to date.  
Pension plan enrollment (which plan)  
Position number  
Medical plan enrollment (which plan)  
Bargaining Unit  
Total FTE  
Anniversary date (step date)

Employment status (regular fulltime, regular part time, hourly, fixed duration part time, fixed duration full time)

## B. **All appointment list**

All information above with wages and codes organized by appointment including:

- a. Id by each worker.
- b. Appointment budget number(s)
- c. Beginning date
- d. End date
- e. Department and /or hiring unit
- f. College/Org name
- g. Job Classification
- h. Job Classification Code
- i. Full time salary or hourly rate
- j. Appointment/FTE Percentage
- k. Appointment status
- l. Appointment term
- m. Distribution line information.
- n. Position number
- o. Earnings in last pay cycle
- p. Hours worked in last pay cycle
- q. FTE in last pay cycle

## C. **Change Report**

Name,  
 Job classification,  
 Job classification code,  
 Department,  
 Employee id,  
 Original hire date,  
 Status change date,  
 Termination/separation date if any,  
 Reason for status change, nature of status change,  
 Reason for termination/separation  
 LOA effective date,  
 Nature of LOA  
 New hire date  
 New Hire



**D. Vacancy Report**

Position Number

Job Classification

Date of vacancy

Elimination date of vacancy

Reason for elimination (filled, deleted, transferred to a different classification/status)

**56.6. Privacy Rights of Union Members.** In recognition of the privacy interests of all persons covered under this Agreement, the Employer will not disclose any personally identifiable wage or deduction information, or membership status, concerning persons covered by this Agreement to any members of the public or to nongovernmental organizations except to the extent required by law, including the Public Disclosure Act and the Freedom of Information Act.

**Article 57 – Management Rights and Responsibilities**

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

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

**Article 58 – Duration**

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

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

## Article 59 – Nonpermanent Hourly and Nonpermanent Intermittent Employees

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

The Following Articles in this Agreement apply to Nonpermanent Hourly and Intermittent employees, except as modified below:

- PREAMBLE AND PURPOSE
- ARTICLE 1 – UNION RECOGNITION
- ARTICLE 2 – NON-DISCRIMINATION
- ARTICLE 3 – REASONABLE ACCOMMODATION OF EMPLOYEES WITH DISABILITIES
- ARTICLE 4 – WORKPLACE BEHAVIOR
- ARTICLE 5 – AFFIRMATIVE ACTION
- ARTICLE 6 – GRIEVANCE PROCEDURE
- ARTICLE 7 – EMPLOYEE RIGHTS
- ARTICLE 8 – EMPLOYEE FACILITIES
- ARTICLE 12 – ADVANCE CERTIFICATION REGISTRATION PAY
- ARTICLE 19 – WASHINGTON FAMILY MEDICAL LEAVE PROGRAM
- ARTICLE 20.11 – FORMAL COLLECTIVE BARGAINING LEAVE
- ARTICLE 22 – CHILD/DEPENDENT CARE
- ARTICLE 24 – UNPAID LEAVE FOR A REASON OF FAITH OR CONSCIENCE
- ARTICLE 27 – LEAVE RELATED TO DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING
- ARTICLE 30 – WORK RELATED INJURY LEAVE (except 30.2)
- ARTICLE 31 – HEALTH AND SAFETY
- ARTICLE 40 – MANDATORY SUBJECTS
- ARTICLE 42 – UNION ACTIVITIES, RIGHTS, AND STEWARDS (except Article 42.5 Temporary Employment with the Union)
- ARTICLE 43 – JOINT UNION-MANAGEMENT COMMITTEE
- ARTICLE 46 – HEALTH CARE BENEFITS AMOUNTS (if qualified for PEBB)
- ARTICLE 49 – PRIVACY
- ARTICLE 50 – NO STRIKE/LOCKOUT
- ARTICLE 51 – TRAVEL PAY AND WORK TIME
- ARTICLE 52 – PERSONAL SERVICES
- ARTICLE 54 – SUBORDINATION OF AGREEMENT AND SAVINGS CLAUSE
- ARTICLE 55 – CONTRACT DISTRIBUTION
- ARTICLE 56 – UNION MEMBERSHIP, FAIR SHARE AND DUES DEDUCTION
- ARTICLE 57 – MANAGEMENT RIGHTS AND RESPONSIBILITIES
- ARTICLE 58 – DURATION

- APPENDIX I – JOB CLASSIFICATIONS
- APPENDIX III – OVERTIME EXEMPT JOB CLASSIFICATIONS
- APPENDIX IV – LAYOFF SENIORITY UNITS
- APPENDIX V – PAYTABLES
- APPENDIX VI – MARKET INCREASES

**59.1. Definitions.** A Nonpermanent Hourly position can be created when the Employer is recruiting to fill a vacant position with a permanent position, needs to address a short-term immediate workload peak or other short-term needs, is not filling a position with a permanent position due to the impending layoff of a permanent employee(s), is filling positions when a worker is on a leave-of-absence, or for a temporary project.

A Nonpermanent Hourly and Nonpermanent Intermittent appointments are considered nonscheduled, having neither a fixed schedule or fixed number of hours to be worked in a week. Nonpermanent Hourly positions have an end date. Nonpermanent Intermittent positions do not have an end date, and are intended to be used where the nature of the work is sporadic and does not fit a particular pattern.

#### **59.1.1 Duration.**

- A. The initial duration of a Nonpermanent Hourly 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 59.1 still exist. Individuals may receive consecutive Nonpermanent Hourly appointments as long as any subsequent appointment is to a different position.
- B. Hourly appointments which are vacated after twelve (12) to twenty-four (24) months shall not be replaced with a new hourly appointment for the same work.
- C. 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 Articles 6 (Grievance Procedure) and Article 38 (Seniority, Layoff, Rehire) of the contract.
- D. 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.
- E. 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.

**59.2. Hours of Work and Overtime.** Hours of work for Nonpermanent Hourly and Intermittent Employees shall be established by the employing official. 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 straight time hourly rate.

All paid holiday hours including the use of holiday credit during the employee's regular work schedule is considered time worked for the calculation of overtime. All other time paid for but not worked shall not count towards the calculation of overtime.

**59.3. Probationary Period.** Nonpermanent Hourly and Intermittent Employees are subject to all terms of the Agreement at such time as a Nonpermanent Hourly and Intermittent Employee is appointed to a monthly paid bargaining unit position. This includes the requirement to serve a probationary period.

A Nonpermanent Hourly and Intermittent Employee who is hired into the same job without a break in service, in the same unit through open recruitment will have their Nonpermanent Hourly and 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.

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.

**59.4. Compensation.** The Salary schedules for Nonpermanent Hourly and Intermittent Employees shall be incorporated into this Agreement as Appendix V.

Individual departments may increase Nonpermanent Hourly and Intermittent employee hourly rates, within the assigned range, unless prohibited by State Law and/or University of Washington policy.

If a bargaining unit Nonpermanent Hourly and Intermittent Employee leaves an appointment and is later reemployed by the same department/unit in the same or substantially similar appointment, the employee will be paid an hourly rate not less than their previous wage in the department/unit.

- 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. **Premiums:** All positions filled by intermittent and nonpermanent employees shall continue to receive the premiums and differentials received by represented regular temporary employees including any increases in the amounts of those premiums and differentials as provided for in this Agreement.

**59.5. Holiday Premium.** If an employee works one of the following holidays, they will receive time and one half for all hours worked on that holiday: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Native American Heritage Day, and Christmas.

### **Holidays and Holiday Credit**

- A. Holiday credit is a balance of time off that is received in lieu of holiday compensation. 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 hired during the month of the holiday will not receive credit for holidays that occur prior to their hire date.
- B. Employees shall be paid for holiday credit in accordance with Article 16 Holidays.

**59.6 Personal Holiday.** Employees 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 scheduled 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.

**59.7 Miscellaneous Leave.** If eligible, the Employer will continue to provide Family and Medical Leave, Domestic Violence Leave, Civil Duty Leave (as unpaid release time), Leave Without Pay for Reason of Faith or Conscience, and paid Military Leave in accordance with University Policy, Article 13, and Article 15.

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

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

**59.9. Sick Leave.** Article 18 Sick Time Off applies to employees except as follows: Employees 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.

**59.10 Vacation Time Off.** Article 17 Vacation Time Off applies to employees except as follows: Employees 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.

## Article 60 – Salary Overpayment Recovery

### Salary Overpayment Recovery

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

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

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

### B. Method of Payback

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

- a. Voluntary wage deduction,
- b. Cash, or
- c. Check (separated employee).
- d. Vacation (if under 280 hours only) or Compensatory time balances

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

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

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

- C. Neither A nor B above are required for employee reported overpayments and/or employee corrected time including leave submittal corrections. All employee initiated overpayment corrections may be collected from the next available pay check.
- D. Appeal Rights: Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 6 of this Agreement. The Employer will suspend attempts to collect an alleged overpayment until the grievance process has concluded.

# Appendices

## Appendix I – Job Classifications

[Note: Neither party will be bound by typographical errors, grammatical errors, or other instances of unintended error in this article.]

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 entries per page

Search:

SEIU 925 Job Classifications					
SEIU Local 925 Contact Center					
Regular Job Code	NI Job Code	NE Job Code	Job title	Pay Table	Pay Range
18107	22930		Administrative Assistant 1	B4	033
18108	22931		Administrative Assistant 2	B4	037
18109	22932		Administrative Assistant 3	B4	041
18106	22513		Contact Center Quality Assurance Coord	B7BX	035
18097	22507		Contact Center Representative 1	B7BX	028
18098	22508		Contact Center Representative 2	B7BX	030
18099	22509		Contact Center Representative 3	B7BX	035
18105	22512		Procedures Analyst 2	B4	052

[Edit](#)

Showing 1 to 10 of 514 entries

&lt; 1 2 3 4 5 ... 52 &gt;

## Appendix II – Differentials

### APPENDIX II - DIFFERENTIALS

Job Code	Job Profile Name	Unit Indicator	Evening Shift	Night Shift	Standby Pay	Weekend Pay
<b>SEIU LOCAL 925 CONTACT CENTER</b>						
18106	Contact Center Quality Assurance Coord	NE S SEIU 925 Contact Center	\$1.50	\$2.25	\$3.75	\$1.50
20644	Contact Center Quality Assurance Coord	NE H Temp SEIU 925 Contact Center	\$1.50	\$2.25	\$3.75	\$1.50
22513	Contact Center Quality Assurance Coord	NE H NI SEIU 925 Contact Center	\$1.50	\$2.25	\$3.75	\$1.50
18097	Contact Center Representative 1	NE S SEIU 925 Contact Center	\$1.50	\$2.25	\$3.75	\$1.50
20636	Contact Center Representative 1	NE H Temp SEIU 925 Contact Center	\$1.50	\$2.25	\$3.75	\$1.50
22507	Contact Center Representative 1	NE H NI SEIU 925 Contact Center	\$1.50	\$2.25	\$3.75	\$1.50
18098	Contact Center Representative 2	NE S SEIU 925 Contact Center	\$1.50	\$2.25	\$3.75	\$1.50
20637	Contact Center Representative 2	NE H Temp SEIU 925 Contact Center	\$1.50	\$2.25	\$3.75	\$1.50



**APPENDIX II -  
DIFFERENTIALS**

22508	Contact Center Representative 2	NE H NI SEIU 925 Contact Center	\$1.50	\$2.25	\$3.75	\$1.50
18099	Contact Center Representative 3	NE S SEIU 925 Contact Center	\$1.50	\$2.25	\$3.75	\$1.50
20638	Contact Center Representative 3	NE H Temp SEIU 925 Contact Center	\$1.50	\$2.25	\$3.75	\$1.50
22509	Contact Center Representative 3	NE H NI SEIU 925 Contact Center	\$1.50	\$2.25	\$3.75	\$1.50

**SEIU LOCAL 925 CONTACT CENTER SUPERVISORY**

18103	Contact Center Supervisor	E S SEIU 925 Contact Center Supv	\$1.50	\$2.25	\$3.75	\$1.50
18104	Contact Center Supervisor	NE S SEIU 925 Contact Center Supv	\$1.50	\$2.25	\$3.75	\$1.50
20642	Contact Center Supervisor	NE H Temp SEIU 925 Contact Center Supv	\$1.50	\$2.25	\$3.75	\$1.50
22511	Contact Center Supervisor	NE H NI SEIU 925 Contact Center Supv	\$1.50	\$2.25	\$3.75	\$1.50

**SEIU LOCAL 925 HEALTHCARE PROF/LAB TECH**

18140	Occupational Therapist 1	E S SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
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**APPENDIX II -  
DIFFERENTIALS**

21743	Occupational Therapist 1	NE H Temp SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
21860	Occupational Therapist 1	NE S SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
23091	Occupational Therapist 1	NE H NI SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
18141	Occupational Therapist 2	E S SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
21744	Occupational Therapist 2	NE H Temp SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
21861	Occupational Therapist 2	NE S SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
23092	Occupational Therapist 2	NE H NI SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)

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DIFFERENTIALS**

18142	Occupational Therapist 3	E S SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
21745	Occupational Therapist 3	NE H Temp SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
21862	Occupational Therapist 3	NE S SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
23093	Occupational Therapist 3	NE H NI SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
18130	Physical Therapist 1	E S SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
21241	Physical Therapist 1	NE H Temp SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
21784	Physical Therapist 1	NE S SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)

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DIFFERENTIALS**

22937	Physical Therapist 1	NE H NI SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
18131	Physical Therapist 2	E S SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
21164	Physical Therapist 2	NE H Temp SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
21786	Physical Therapist 2	NE S SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
22886	Physical Therapist 2	NE H NI SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
18132	Physical Therapist 3	E S SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
21165	Physical Therapist 3	NE H Temp SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)

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DIFFERENTIALS**

21787	Physical Therapist 3	NE S SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
22887	Physical Therapist 3	NE H NI SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
18133	Physical Therapist Specialist	E S SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
21166	Physical Therapist Specialist	NE H Temp SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
21789	Physical Therapist Specialist	NE S SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
22888	Physical Therapist Specialist	NE H NI SEIU 925 HCP/LT	\$1.75	\$2.50	\$6.00	\$3.00(employees on Rotating Schedules) \$4.00(employees on fixed schedules)
18128	Physical Therapy Assistant 1	NE S SEIU 925 HCP/LT)	\$1.75	\$2.50	\$6.00	\$3.00
20648	Physical Therapy Assistant 1	NE H Temp SEIU 925 HCP/LT)	\$1.75	\$2.50	\$6.00	\$3.00

**APPENDIX II -  
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22517	Physical Therapy Assistant 1	NE H NI SEIU 925 HCP/LT)	\$1.75	\$2.50	\$6.00	\$3.00
18129	Physical Therapy Assistant 2	NE S SEIU 925 HCP/LT)	\$1.75	\$2.50	\$6.00	\$3.00
20649	Physical Therapy Assistant 2	NE H Temp SEIU 925 HCP/LT)	\$1.75	\$2.50	\$6.00	\$3.00
22518	Physical Therapy Assistant 2	NE H NI SEIU 925 HCP/LT)	\$1.75	\$2.50	\$6.00	\$3.00

**SEIU LOCAL 925 HMC TECHNICAL**

18146	Anatomic Pathology Technician	NE S SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50
20655	Anatomic Pathology Technician	NE H Temp SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50
22524	Anatomic Pathology Technician	NE H NI SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50
18145	Anatomic Pathology Technician Trainee	NE S SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50
20654	Anatomic Pathology Technician Trainee	NE H Temp SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50
22523	Anatomic Pathology Technician Trainee	NE H NI SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50
18147	Anatomic Pathology Technologist	NE S SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50
20656	Anatomic Pathology Technologist	NE H Temp SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50

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22525	Anatomic Pathology Technologist	NE H NI SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50
18122	Clinical Autopsy Coordinator	NE S SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50
20647	Clinical Autopsy Coordinator	NE H Temp SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50
22516	Clinical Autopsy Coordinator	NE H NI SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50
18200	Clinical Technologist 1	E S SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50
20664	Clinical Technologist 1	NE H Temp SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50
22533	Clinical Technologist 1	NE H NI SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50
18335	Cytology Technologist 1	NE S SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50
18336	Cytology Technologist 2	NE S SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50
18495	Polysomnographic Technician 1	NE S SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50
20770	Polysomnographic Technician 1	NE H Temp SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50
22638	Polysomnographic Technician 1	NE H NI SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50
18496	Polysomnographic Technician 2	NE S SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50

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20771	Polysomnographic Technician 2	NE H Temp SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50
22639	Polysomnographic Technician 2	NE H NI SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50
18497	Polysomnographic Technologist	NE S SEIU 925 HMC T	\$1.50	\$2.25	\$3.75	\$1.50
<b>SEIU LOCAL 925 NONSUPERVISORY</b>						
18263	Audiology Assistant	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
21719	Audiology Assistant	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
23085	Audiology Assistant	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18456	Clinical Embryologist	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20756	Clinical Embryologist	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22624	Clinical Embryologist	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18457	Clinical Embryologist Lead	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20757	Clinical Embryologist Lead	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22625	Clinical Embryologist Lead	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50



**APPENDIX II -  
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18455	Clinical Embryologist Trainee	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20755	Clinical Embryologist Trainee	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22623	Clinical Embryologist Trainee	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18391	Clinical Laboratory Assistant	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20719	Clinical Laboratory Assistant	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22588	Clinical Laboratory Assistant	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18211	Coding Specialist 1	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
21211	Coding Specialist 1	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22910	Coding Specialist 1	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18212	Coding Specialist 2	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
21212	Coding Specialist 2	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22911	Coding Specialist 2	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50

**APPENDIX II -  
DIFFERENTIALS**

18213	Coding Specialist 3	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
21213	Coding Specialist 3	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22912	Coding Specialist 3	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18214	Coding Specialist Lead	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
21214	Coding Specialist Lead	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22913	Coding Specialist Lead	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18210	Coding Specialist Trainee	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
21210	Coding Specialist Trainee	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22909	Coding Specialist Trainee	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
17378	Communications Technician 1	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20429	Communications Technician 1	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22305	Communications Technician 1	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50

**APPENDIX II -  
DIFFERENTIALS**

17379	Communications Technician 2	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20430	Communications Technician 2	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22306	Communications Technician 2	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
17380	Communications Technician 3	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20431	Communications Technician 3	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22307	Communications Technician 3	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
17367	Data Control Technician Lead	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$2.00	
20421	Data Control Technician Lead	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$2.00	
22297	Data Control Technician Lead	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$2.00	
18470	Dental Assistant 1	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20762	Dental Assistant 1	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22630	Dental Assistant 1	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50

**APPENDIX II -  
DIFFERENTIALS**

18471	Dental Assistant 2	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20763	Dental Assistant 2	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22631	Dental Assistant 2	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18475	Dental Asst- Expanded Function Dental Aux	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20765	Dental Asst- Expanded Function Dental Aux	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22633	Dental Asst- Expanded Function Dental Aux	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18476	Dental Xray Technician 2	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20766	Dental Xray Technician 2	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22634	Dental Xray Technician 2	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18004	Dietary Unit Clerk	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20596	Dietary Unit Clerk	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22467	Dietary Unit Clerk	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50

**APPENDIX II -  
DIFFERENTIALS**

18057	Financial Access Specialist 1	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
21169	Financial Access Specialist 1	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22891	Financial Access Specialist 1	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18058	Financial Access Specialist 2	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
21170	Financial Access Specialist 2	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22892	Financial Access Specialist 2	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18059	Financial Access Specialist Lead	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
21171	Financial Access Specialist Lead	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22893	Financial Access Specialist Lead	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18256	Health Information Lead	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20669	Health Information Lead	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22538	Health Information Lead	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50

**APPENDIX II -  
DIFFERENTIALS**

18222	Health Information Technician 1	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20665	Health Information Technician 1	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22534	Health Information Technician 1	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18255	Health Information Technician 2	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20668	Health Information Technician 2	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22537	Health Information Technician 2	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18254	Health Information Technician 3	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20667	Health Information Technician 3	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22536	Health Information Technician 3	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18474	Hospital Dentistry Assistant Specialist	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20764	Hospital Dentistry Assistant Specialist	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22632	Hospital Dentistry Assistant Specialist	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50

**APPENDIX II -  
DIFFERENTIALS**

18085	Medical Air Lift Communications Spec	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20624	Medical Air Lift Communications Spec	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22495	Medical Air Lift Communications Spec	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18265	Medical Assistant	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20671	Medical Assistant	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22540	Medical Assistant	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18264	Medical Assistant Apprentice	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18266	Medical Assistant Lead	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20672	Medical Assistant Lead	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22541	Medical Assistant Lead	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18268	Medical Assistant Registered	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
21920	Medical Assistant Registered	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50

**APPENDIX II -  
DIFFERENTIALS**

23108	Medical Assistant Registered	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18021	Medical Transcriptionist 1	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20597	Medical Transcriptionist 1	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22468	Medical Transcriptionist 1	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18022	Medical Transcriptionist 2	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20598	Medical Transcriptionist 2	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22469	Medical Transcriptionist 2	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18023	Medical Transcriptionist Lead	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20599	Medical Transcriptionist Lead	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22470	Medical Transcriptionist Lead	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18160	Orthotist-Prosthetist Technician	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20663	Orthotist-Prosthetist Technician	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50



**APPENDIX II -  
DIFFERENTIALS**

22532	Orthotist-Prosthetist Technician	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18171	Patient Account Representative 1	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
21223	Patient Account Representative 1	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22920	Patient Account Representative 1	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18172	Patient Account Representative 2	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
21224	Patient Account Representative 2	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22921	Patient Account Representative 2	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18173	Patient Account Representative 3	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
21225	Patient Account Representative 3	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22922	Patient Account Representative 3	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18174	Patient Account Representative Lead	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
21226	Patient Account Representative Lead	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50

**APPENDIX II -  
DIFFERENTIALS**

22923	Patient Account Representative Lead	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18072	Patient Care Coordinator	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20615	Patient Care Coordinator	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22486	Patient Care Coordinator	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18070	Patient Representative	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20613	Patient Representative	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22484	Patient Representative	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18090	Patient Services Specialist 1-Trainee	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20629	Patient Services Specialist 1-Trainee	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22500	Patient Services Specialist 1-Trainee	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18091	Patient Services Specialist 2	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20630	Patient Services Specialist 2	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50

**APPENDIX II -  
DIFFERENTIALS**

22501	Patient Services Specialist 2	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18092	Patient Services Specialist 3	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20631	Patient Services Specialist 3	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22502	Patient Services Specialist 3	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18094	Patient Services Specialist Edu-QA	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20633	Patient Services Specialist Edu-QA	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22504	Patient Services Specialist Edu-QA	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18093	Patient Services Specialist Lead	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20632	Patient Services Specialist Lead	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22503	Patient Services Specialist Lead	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
18241	Quality Assurance Coordinator	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20666	Quality Assurance Coordinator	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50

**APPENDIX II -  
DIFFERENTIALS**

22535	Quality Assurance Coordinator	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
17281	Telephone Communications Operator-Hosp	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20392	Telephone Communications Operator-Hosp	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22269	Telephone Communications Operator-Hosp	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
17285	Telephone Communications Opr Lead-Hosp	NE S SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
20393	Telephone Communications Opr Lead-Hosp	NE H Temp SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50
22270	Telephone Communications Opr Lead-Hosp	NE H NI SEIU 925 Non Supv	\$1.50	\$2.25	\$3.75	\$1.50

**SEIU LOCAL 925 RESEARCH TECH**

18380	Histologic Technician 1	NE S SEIU 925 RT	\$1.50	\$2.25		
20717	Histologic Technician 1	NE H Temp SEIU 925 RT	\$1.50	\$2.25		
22586	Histologic Technician 1	NE H NI SEIU 925 RT	\$1.50	\$2.25		
18381	Histologic Technician 2	NE S SEIU 925 RT	\$1.50	\$2.25		
20718	Histologic Technician 2	NE H Temp SEIU 925 RT	\$1.50	\$2.25		
22587	Histologic Technician 2	NE H NI SEIU 925 RT	\$1.50	\$2.25		

**APPENDIX II -  
DIFFERENTIALS**

18379	Histotechnologist	NE S SEIU 925 RT	\$1.50	\$2.25		
20716	Histotechnologist	NE H Temp SEIU 925 RT	\$1.50	\$2.25		
22585	Histotechnologist	NE H NI SEIU 925 RT	\$1.50	\$2.25		

**SEIU LOCAL 925 SUPERVISORY**

18343	Advanced Cardiac Technologist Supervisor	E S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
18344	Advanced Cardiac Technologist Supervisor	NE S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
20700	Advanced Cardiac Technologist Supervisor	NE H Temp SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
22569	Advanced Cardiac Technologist Supervisor	NE H NI SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
18428	Cardiac Sonographer Supervisor	E S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
18429	Cardiac Sonographer Supervisor	NE S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
18342	Cardiac Technologist Supervisor	NE S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
20699	Cardiac Technologist Supervisor	NE H Temp SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
22568	Cardiac Technologist Supervisor	NE H NI SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
18215	Coding Specialist Supervisor	E S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50

**APPENDIX II -  
DIFFERENTIALS**

18216	Coding Specialist Supervisor	NE S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
21215	Coding Specialist Supervisor	NE H Temp SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
22914	Coding Specialist Supervisor	NE H NI SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
17381	Communications Technician Supervisor	NE S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
17382	Communications Technician Supervisor	E S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
20432	Communications Technician Supervisor	NE H Temp SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
22308	Communications Technician Supervisor	NE H NI SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
18347	Diagnostic Medical Sonographer Supv	E S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
18349	Diagnostic Medical Sonographer Supv	NE S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
20703	Diagnostic Medical Sonographer Supv	NE H Temp SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
22572	Diagnostic Medical Sonographer Supv	NE H NI SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
18298	Electrocardiograph Laboratory Supv	NE S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
20686	Electrocardiograph Laboratory Supv	NE H Temp SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50

**APPENDIX II -  
DIFFERENTIALS**

22555	Electrocardiograph Laboratory Supv	NE H NI SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
18060	Financial Access Specialist Supv	E S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
18064	Financial Access Specialist Supv	NE S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
21172	Financial Access Specialist Supv	NE H Temp SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
22894	Financial Access Specialist Supv	NE H NI SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
17841	Health Information Supervisor	NE S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
18257	Health Information Supervisor	E S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
20670	Health Information Supervisor	NE H Temp SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
22539	Health Information Supervisor	NE H NI SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
18279	Imaging Technologist- Supervisor	E S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
18280	Imaging Technologist- Supervisor	NE S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
20681	Imaging Technologist- Supervisor	NE H Temp SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
22550	Imaging Technologist- Supervisor	NE H NI SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50

**APPENDIX II -  
DIFFERENTIALS**

18086	Medical Airlift Communications Supv	NE S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
20625	Medical Airlift Communications Supv	NE H Temp SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
22496	Medical Airlift Communications Supv	NE H NI SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
18024	Medical Transcription Supv	NE S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
20600	Medical Transcription Supv	NE H Temp SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
22471	Medical Transcription Supv	NE H NI SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
18413	Nuclear Medicine Technologist Supervisor	NE S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
18414	Nuclear Medicine Technologist Supervisor	E S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
20728	Nuclear Medicine Technologist Supervisor	NE H Temp SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
22597	Nuclear Medicine Technologist Supervisor	NE H NI SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
18436	Ophthalmic Technician Supervisor	NE S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
20745	Ophthalmic Technician Supervisor	NE H Temp SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50



**APPENDIX II -  
DIFFERENTIALS**

22613	Ophthalmic Technician Supervisor	NE H NI SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
18175	Patient Account Representative Supervisor	E S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
18176	Patient Account Representative Supervisor	NE S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
21227	Patient Account Representative Supervisor	NE H Temp SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
22924	Patient Account Representative Supervisor	NE H NI SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
18069	Patient Care Coordinator Supv	NE S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
20612	Patient Care Coordinator Supv	NE H Temp SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
22483	Patient Care Coordinator Supv	NE H NI SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
17838	Patient Representative Supervisor	NE S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
18071	Patient Representative Supervisor	E S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
20614	Patient Representative Supervisor	NE H Temp SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
22485	Patient Representative Supervisor	NE H NI SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50

## APPENDIX II - DIFFERENTIALS

18095	Patient Services Specialist Supv	NE S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
20634	Patient Services Specialist Supv	NE H Temp SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
22505	Patient Services Specialist Supv	NE H NI SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
17286	Telephone Communications Supervisor	NE S SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
20394	Telephone Communications Supervisor	NE H Temp SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50
22271	Telephone Communications Supervisor	NE H NI SEIU 925 Supv	\$1.50	\$2.25	\$3.75	\$1.50

[Edit](#)

For the most current information regarding earnings types applicable to Health Care Professional/Technical classes, please refer to the Employment Earnings Type Information on the web at: <https://hr.uw.edu/comp/classified-staff/overview/>

## Appendix III – Overtime Exempt Job Classifications

### Appendix III – Overtime Exempt Job Classifications

University-wide Nonsupervisory Bargaining Unit		
Job Code		Job Classification
7301	17301	ACCOUNTANT 2
7302	17302	ACCOUNTANT, SENIOR
7336	17336	BUDGET/FISCAL ANALYST
7337	17337	BUDGET/FISCAL ANALYST LEAD

**Appendix III – Overtime Exempt Job Classifications**

7122	17122	BUYER 3
7683	17683	FIRE PROTECTION ENGINEER
7684	17684	FIRE PROTECTION ENGINEER LEAD
7504	17504	HEALTH EDUCATION RESOURCES COORDINATOR 2
7762	17762	HEALTH PHYSICIST 1
7763	17763	HEALTH PHYSICIST 2
7043	17043	HUMAN SUBJECTS REVIEW COORDINATOR
7511	17511	MEDICAL ILLUSTRATOR
7205	17205	PLANNING ANALYST 2
7206	17206	PLANNING ANALYST 3
7688	17688	SAFETY PROFESSIONAL 2
7507	17507	SCIENTIFIC INSTRUCTION DESIGNER 2
7287	17287	TELECOMMUNICATIONS ANALYST 3

**University-wide Supervisory Bargaining Unit**

Job Code		Job Classification
7011	17011	ACCOUNTING SUPERVISOR
7553	17553	BROADCAST TECHNICIAN SUPERVISOR
7339	17339	BUDGET/FISCAL OPERATIONS SUPERVISOR
7338	17338	BUDGET/FISCAL UNIT SUPERVISOR
8368	18368	CLINICAL DATA SPECIALIST SUPERVISOR
7382	17382	COMMUNICATIONS TECHNICIAN SUPERVISOR
7956	17956	COMPUTER OPERATOR SUPERVISOR
7345	17345	CREDIT MANAGER B
7362	17362	DATA CONTROL SUPERVISOR
8477	18477	DENTAL CLINIC SUPERVISOR 1

**Appendix III – Overtime Exempt Job Classifications**

8478	18478	DENTAL CLINIC SUPERVISOR 2
8347	18347	DIAGNOSTIC MEDICAL SONOGRAPHER SUPV
8076	18076	FINANCIAL SERVICES SPECIALIST SUPERVISOR
7516	17516	GRAPHIC DESIGNER/ILLUSTRATOR SUPERVISOR
7210	17210	GROUPS SUPERVISOR
8257	18257	HEALTH INFORMATION SUPERVISOR
8279	18279	IMAGING TECHNOLOGIST-SUPERVISOR
7313	17313	LIBRARY SPECIALIST II – SUPERVISOR
7321	17321	LIBRARY SUPERVISOR II
7794	17794	MAIL SERVICES SUPERVISOR
7208	17208	MAINTENANCE SUPERVISOR 1
7209	17209	MAINTENANCE SUPERVISOR 2
7541	17541	MEDIA ENGINEER B
7532	17532	MEDIA MAINTENANCE SUPERVISOR
8414	18414	NUCLEAR MEDICINE TECHNOLOGIST SUPERVISOR
7216	17216	OFFICE SUPPORT SUPERVISOR 2
7653	17653	PARKING SUPERVISOR 2
7651	17651	PARKING SUPERVISOR 3
8083	18083	PATIENT FINANCIAL SERVICES SUPERVISOR
8071	18071	PATIENT REPRESENTATIVE SUPERVISOR
7782	17782	PHOTOGRAPHY SUPERVISOR
7259	17259	PROGRAM SUPPORT SUPERVISOR I
7257	17257	PROGRAM SUPPORT SUPERVISOR II
18440	23660	RADIATION THERAPY TECHNOLOGIST SUPERVISOR
7768	17768	STOCKROOM SUPERVISOR
7509	17509	SUPERVISOR – MEDIA TECHNICAL SERVICES

**Appendix III – Overtime Exempt Job Classifications**

7548	17548	TV/VIDEO EQUIPMENT OPERATOR SUPERVISOR
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[Edit](#)**Appendix IV – Layoff Seniority Units**

1. Office of the President including:
  - Office of the Ombud
  - Assistant Attorney General's Division
2. Applied Physics Laboratory
3. Provost's Office including:
  - Vice Provost for Research
  - Dean of the Graduate School
  - Vice Provost for Continuum College
  - Office of Academic Personnel
  - Undergraduate Academic Affairs
  - ROTC
4. UW Bothell
5. UW Tacoma
6. Libraries (excluding Law Library)
7. Finance:
  - Financial Management
8. UW Facilities
9. Vice President of Information Technology and Chief Information Officer
10. Vice President for Minority Affairs
11. Vice President for Student Life
  - Vice President for University Advancement
  - Intercollegiate Athletics
  - Vice President for External Affairs
12. College of Environment
  - Aquatic and Fishery Sciences
  - Oceanography
  - Earth and Space Sciences
  - Atmospheric Sciences
  - Forest Resources

(Excluding Applied Physics Lab)

13. College of Engineering
14. College of Built Environments
  - School of Law and Law Library
  - Evans School of Public Affairs
  - School of Social Work
  - Foster School of Business
  - College of Education
15. Health Sciences Services
16. School of Dentistry
  - School of Nursing
  - School of Pharmacy
  - School of Public Health and Community Medicine
17. Shared Services –
  - Chief Health System Officer, UW Medicine Health System
18. Shared Services –
  - Chief Financial Officer, UW Medicine Health System
19. Harborview Medical Center
20. University of Washington Medical Center
21. School of Medicine Basic Sciences Departments
22. School of Medicine Clinical Departments
23. School of Medicine Deans Office
24. Global Health
25. Special Employment Programs
26. Arts and Sciences – Arts
27. Arts and Sciences – Humanities
28. Arts and Sciences – Social Sciences
29. Arts and Sciences – Natural Sciences
30. Arts and Sciences – Biology, Psychology, Speech and Hearing Sciences
31. Arts and Sciences – Dean's Office and Burke Museum
32. Vice President for Human Resources
33. Information School
34. Division of Campus Community Safety

## Appendix V – Pay Tables

For the most current information regarding this payscale table, please refer to the UW Compensation Plan on the web at: <https://hr.uw.edu/comp/classified-staff/job-specs-and-pay-tables/>.

## Appendix VI – Straight Time/Overtime Eligibility for FLSA Exempt Employees Working at UW Medicine

The parties agree that the following job titles working at UW Medicine are FLSA exempt but receive or are eligible for contractual straight time and/or overtime.

Any job profiles which are FLSA exempt, as determined by the employer, that are not included in the list below are not entitled to additional straight time or overtime under this Collective Bargaining Agreement. This MOU does not apply to employees in these job profiles who are not FLSA exempt as determined by the Washington State Department of Labor & Industries based on the Washington State overtime threshold. Note that this Appendix is not intended to conflict with Article 9.7 and does not include job profiles that may fall under the Excepted Work Period Position designation.

Search:

Job Code	Job Title	Eligibility
18428	CARDIAC SONOGRAPHER SUPERVISOR	Straight time
18451	CLINIC CYTOGENIC TECHNOLOGIST	Overtime
18453	CLINIC CYTOGENIC TECHNOLOGIST SPECIALIST	Overtime
18103	CONTACT CENTER SUPERVISOR	Straight time
18347	DIAGNOSTIC MEDICAL SONOGRAPHER SUPV	Straight time
18279	IMAGING TECHNOLOGIST-SUPERVISOR	Straight time
18400	MEDICAL LABORATORY SCIENTIST 1	Overtime
18403	MEDICAL LABORATORY SCIENTIST 2	Overtime
18401	MEDICAL LABORATORY SCIENTIST LEAD	Overtime
18402	MEDICAL LABORATORY SCIENTIST-TRAINEE	Overtime
18414	NUCLEAR MEDICINE TECHNOLOGIST SUPERVISOR	Straight time
18140	OCCUPATIONAL THERAPIST 1	Overtime
18141	OCCUPATIONAL THERAPIST 2	Overtime
18142	OCCUPATIONAL THERAPIST 3	Overtime
18175	PATIENT ACCOUNT REPRESENTATIVE SUPERVISOR	Straight time
18130	PHYSICAL THERAPIST 1	Overtime

Job Code	Job Title	Eligibility
18131	PHYSICAL THERAPIST 2	Overtime
18132	PHYSICAL THERAPIST 3	Overtime
18133	PHYSICAL THERAPIST SPECIALIST	Overtime
18126	REGISTERED DIETITIAN	Straight time*
18124	SOCIAL WORKER	Overtime

[Edit](#)

Showing 1 to 21 of 21 entries

# Memoranda of Understanding and Side Letters

## Memoranda of Understanding Between The Service Employees International Union Local 925 (SEIU) and University of Washington

### MOU – Accountant Cluster Recruitment and Retention Increases

During negotiations for the 2023-2025 successor agreement, the parties reached agreement regarding recruitment and retention increases for following classifications effective July 1, 2023:

10

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 entries per page

Search:

Job Title	Job Code	Table	Range	New Table	New Range
Accountant 1	17300	B4	41	B4	44
Accountant 2	17301	B4	45	B4	48
Accountant 2	17818	B4	45	B4	48
Accountant, Senior	17302	B4	51	B4	54
Accountant, Senior	17819	B4	51	B4	54
Accounting Supervisor	17011	B4	51	B4	54
Accounting Supervisor	17810	B4	51	B4	54
Budget Analyst	17335	B4	43	B4	46
Budget/Fiscal Analyst	17336	B4	47	B4	50
Budget/Fiscal Analyst	17822	B4	47	B4	50



Job Title	Job Code	Table	Range	New Table	New Range
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Showing 1 to 10 of 30 entries

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

Nonpermanent and temporary hourly versions of the job profiles listed above will receive the same range increase.

This MOU will expire upon implementation.

## MOU – Creation of Appendix VI

During negotiations for the 2023-2025 successor agreement, the parties agreed to the following regarding creation of Appendix VI:

1. Modification of Article 10, Appendix I, and/or Appendix III in the 2023-2025 CBA shall not be interpreted to remove overtime eligibility from any employees receiving or eligible for overtime.
2. By November 1, 2023, the parties agree to document job classes that are FLSA exempt but receive or are eligible for additional straight time and/or overtime. This new list shall be incorporated as Appendix VI in this CBA.
3. This MOU will expire on June 30, 2025.

## MOU – Critical Recruitment and Retention Wage Increases

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

1. Regular employees will be placed on their current step on the new range. Progression Start Date (PSDs) will not be impacted by these increases.
2. Nonpermanent Intermittent employees will be placed on their current step on the new range. PSDs will not be impacted by these increases.
3. If applicable, temporary hourly employees who are currently paid on steps will be placed on their current step on the new range. If applicable, temporary hourly employees who are not currently paid on steps will receive an increase if their current hourly rate falls below the new range minimum.
4. If agreement is reached by August 1, 2022, the effective date will be August 1, 2022. If agreement is reached later than August 1, 2022, the effective date will be the first available pay period after agreement is reached as determined by the employer.
5. Increases may take up to 90 days to implement but retro pay back to the effective date will be provided.

Dated July 20, 2022

**MOU – Clinic Cytogenetic Technologist Recruitment and Retention Increases**

During negotiations for the 2023-25 successor agreement, the parties reached agreement on the following recruitment and retention increases effective November 16, 2022.

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entries per page

Search:

Job Code	Job Title	Table	Range	New Range
18451	Clinic Cytogenetic Technologist	B8	64	71
18453	Clinic Cytogenetic Technologist Specialist	B8	77	84
18450	Clinic Cytogenetic Technologist Trnee	B8	49	56

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

Nonpermanent and temporary hourly versions of the job profiles listed above will receive the same range increase.

Increases may take up to 90 days to implement but retro pay back to the effective date of 11/16/22 will be provided.

This MOU will expire upon implementation.

**MOU – Documenting Wellness Rooms**

The parties agree that the locations, amenities, and guidelines around existing wellness rooms will be documented on the UW HR website. It is expected that this documentation will be similar to that provided for lactation stations at <https://hr.uw.edu/child-care/lactation-stations/>.

The University will make the documentation accessible by July 1, 2023.

This MOU will expire upon implementation.

**MOU – Donning and Doffing in the Operating Room Montlake Hospital**

**Purpose:** Employees performing work in the OR at UWMC Montlake are required to change into and out of Hospital required, Hospital Provided and Hospital laundered Scrub Uniforms as a job expectation. These employees should, therefore, be paid for the time spent changing into and out of required scrub uniform.

Time for the changing into and out of the scrub uniforms shall be provided to employees in the OR at UWMC Montlake by the employer in the amount of 7 minutes on either side of the scheduled shift. This time shall be incorporated into any scheduled or unscheduled shift whether 8, 10 or 12 hours (including a 30-minute unpaid lunch would make these shifts become 8.5, 10.5 and 12.5 hour shifts).

This will be achieved by employee logging in at shift start time and being given 7 minutes to change out of street clothing and into the hospital mandated scrub uniform. Nearing the end of the shift, when possible, the employee shall be released from all duties no less than 7 minutes prior to end of scheduled shift to change out of employer provided scrub uniform and into the clothing they wore into work. In the event an employee is not released at least 7 minutes prior to the end of their scheduled shift and allowed to change and clock out, the employee will enter this event on the exception log and be given 7 minutes of paid time on top of the hours worked. Based on the Kronos rounding rules, this may or may not generate additional overtime.

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### **MOU – Enterprise Revenue and Health Information (ERHI) – Flexible Starting Time**

Memorializing the past and current practice, Enterprise Records and Health Information (ERHI) Coding staff may utilize a ninety (90) minute flex start time. Employees may start work 90 minutes before or after their scheduled start time in Kronos upon any given day without having to notify their Supervisor or receive prior approval.

Coding staff will not be limited in their ability to utilize the flexible start time policy except:

- Coding staff may not start work prior to 2:00 a.m. PST.
- Due to the operational needs of the department, some staff may be restricted to a set schedule.
- Coding staff are expected to work their FTE commitment regardless of their start time.

This MOU will be implemented upon agreement.

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### **MOU – Football Game Overtime – UWPD**

During negotiations for the 2023-2025 collective bargaining agreement, the parties agreed to the following for SEIU 925 employees at UWPD effective July 1, 2023.

1. All dispatchers, security guards, and security officers on overtime who are assigned to work any duties related to football game operations will receive double-time for all hours worked.
2. For those dispatchers, security guards, and security officers who are on their regular duty or straight time, they will receive double-time commencing at the start of the first roll call through one hour past the end of the game.

This MOU expires June 30, 2025.

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### **MOU – Former Administrative Assistant B**

1. Employees will remain in the Administrative Assistant B CLOSED job profile as long as they remain in these positions. No other employees will be hired or reclassified into the Administrative Assistant B CLOSED job profile.
2. When Administrative Assistant B CLOSED positions become vacant, they will be reclassified from the Administrative Assistant B CLOSED job profile into the best fit available classification.

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### **MOU – Grounds Supervisor I Recruitment and Retention Increase**

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following regarding recruitment and retention increases for the Grounds Supervisor I classification:

- I. Effective July 1, 2023, the job classification Grounds Supervisor I (Job Codes 17210, 17814, 22256, and 20364) on Pay Table B4 at Pay Range 041 will be moved to Pay Table B4 at Pay Range 043.
- II. Employees will be placed on the new range at their same step as of the effective date. Progression Start Dates (PSDs) are not impacted.

This MOU will expire upon implementation.

---

### **MOU – Health Care Pay Tables Consolidation**

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

1. Effective November 16, 2022, the Employer will move all regular, nonpermanent, and intermittent classifications listed below from the B4 pay table to the B7BX pay table.
2. Employees will be placed on a step on the new table at a value that is closest to but not less than the value of their current step.
3. There will be no impact to employee progression start dates.

10 entries per page

Search:

Job Code	Job Title	Table	Range	New Table	New Range
18263	Audiology Assistant (NE S SEIU 925 Non Supv)	B4	38	B7BX	18
17119	Buyer 1 (NE S SEIU 925 Non Supv)	B4	38	B7BX	18
17120	Buyer 2 (NE S SEIU 925 Non Supv)	B4	44	B7BX	33
17122	Buyer 3 (E S SEIU 925 Non Supv)	B4	49	B7BX	45
17812	Buyer 3 (NE S SEIU 925 Non Supv)	B4	49	B7BX	45
18106	Contact Center Quality Assurance Coord (NE S SEIU 925 Contact Center)	B4	45	B7BX	35
18097	Contact Center Representative 1 (NE S SEIU 925 Contact Center)	B4	42	B7BX	28
18098	Contact Center Representative 2 (NE S SEIU 925 Contact Center)	B4	43	B7BX	30
18099	Contact Center Representative 3 (NE S SEIU 925 Contact Center)	B4	45	B7BX	35
18103	Contact Center Supervisor (E S SEIU 925 Contact Center Supv)	B4	53	B7BX	55

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## MOU – Health Care Recruitment and Retention Wage Increases

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

1. Effective January 1, 2023, all job profiles assigned to health care pay tables B3, B7BX, B8, BF, BG, and BT will receive a four percent (4%) increase. This increase will be based upon the pay table values in effect on December 31, 2022.
2. Effective July 1, 2023, all job profiles assigned to health care pay tables B3, B7BX, B8, BF, BG, and BT will receive a five percent (5%) increase. This increase will be based upon the pay table values in effect on June 30, 2023.
3. Employees who are paid above the maximum for their range on the effective date of the

increase described in 1 or 2 above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

4. Progression start dates are not impacted by these increases.

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## **MOU – Interpretive Services at UWMC**

1. UWMC recognizes the important role that in-house interpreters play in UWMC Interpretive Services and acknowledges the crucial role in-house interpreters play in many cases with especially high acuity. The appropriate modality of interpretation (in-person, telephonic, video) will be based on patient acuity and need. When in-person interpretation is determined to be the appropriate

modality, UWMC in house interpreters will be the first option for service delivery. In-person interpretation shall be assigned, in accordance with APOP 60-1:

a. "An in-person interpreter is likely to be the most effective choice in clinical exception cases, meaning those interactions in which telephonic interpretation would not be effective due to either the physical set up of the care area or the condition of the patient. The main examples of exception cases include when there is an invasive procedure involved, when this is a first encounter for the patient at UWMC, when the patient is deaf or significantly hard-of-hearing, or when the encounter involves active labor, trauma, sedation, confusion, mental anguish, mental health, or a complicated care conference.

Clinical exception cases due to the physical environment include the OR, Labor and Delivery suites, and procedure rooms, where the ambient noise of numerous staff and equipment makes it difficult to hear over a hands-free telephone, and where numerous staff must speak to the patient over a prolonged period of time."

2. The phone number for the Interpreter Services Department is 598-4425. This number will be made available throughout UWMC. Department staff will be available to assist with consultation on patient needs and will schedule all in-person house interpreters.

3. Allocation of work shall be reviewed and discussed on an on-going basis in Joint Labor Management.

4. UWMC Interpretive Services will continue to work with the UW Medicine Telecommunications office regarding improvements to the phone system. The parties will conduct meetings- at least bi-monthly- to provide updates and discussion on improvements to the technical system while this review is ongoing, as well as other Interpretive Services issues.

5. UWMC will determine the difference between Medical Interpreter budgeted FTE and actual work FTE in each language and offer an equitable distribution of the additional FTE in each language. Management will review language volumes/FTE on an ongoing basis to determine changes to demand in each language.

6. Overtime shall be offered to all qualified interpreters and rotated in each language group to ensure equitable distribution of overtime assignments.
7. Work on special projects and translation shall be distributed transparently to qualified employees and rotated in each language group. Qualification for specific tasks is taken into consideration before seniority in assignment of translation, data projects, and liaison with internal or external groups. Seniority will be taken into consideration in first offer of taking trainings or representing the department at events.
8. UWMC management affirms the right of Interpreters and all employees to be treated with dignity and respect.
9. All agency interpreters doing in-person or telephonic shall be certified/qualified medical interpreters.
11. The department will comply with the collective bargaining agreement concerning travel time, on-call, call back and other work standards.

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### **MOU – Leave of Absence SEIU 925 Offer**

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

With thirty (30) calendar days' notice, unless agreed otherwise, an employee accepting a position as a Union Officer will be granted leave without pay for up to thirty-six (36) months.

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

This agreement expires on June 30, 2025.

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### **MOU – Library Supervisor Recruitment and Retention Increase**

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following regarding recruitment and retention increases for the Library Supervisor series:

Effective July 1, 2023:

- I. The job classification Library Specialist I – Supervisor (Job Codes 17312, 22279, and 20402) on Pay Table B4 at Pay Range 043 will be moved to Pay Table B4 at Pay Range 045.
- II. The job classification Library Specialist II – Supervisor (Job Codes 17313, 22280, and 20403)

on Pay Table B4 at Pay Range 047 will be moved to Pay Table B4 at Pay Range 049.

III. The job classification Library Supervisor I (Job Codes 17320, 22281, and 20404) on Pay Table B4 at Pay Range 039 will be moved to Pay Table B4 at Pay Range 041.

IV. The job classification Library Supervisor II (Job Codes 17321, 17821, 22282, and 20405) on Pay Table B4 at Pay Range 043 will be moved to Pay Table B4 at Pay Range 045.

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

This MOU will expire upon implementation.

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### **MOU: Lump Sum Payment**

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following lump sum payments for employees in job profiles paid on the B4 and BX pay tables:

I. Employees in an active position with a UW compensation plan, and with an FTE on July 15, 2023, are eligible for the lump sum as defined below:

- a. Employees with .6 FTE and above on the date specified above will receive a single one (1)-time lump sum payment of one thousand dollars (\$1,000).
- b. Employees with below .6 FTE on the date specified above will receive a single one (1)-time lump sum payment of five hundred dollars (\$500).

II. The payment will be paid within ninety (90) days of July 15, 2023.

III. In order to receive the lump sum payment, the employee must also have an active position in Workday on the last day of the pay period in which the lump sum payment is distributed. For example, if the lump sum is paid on 10th of the month, the employee must be in an active position on the last day previous month. If the lump sum is paid on 25th of the month, the employee must have an active position on the 15th of the month.

This MOU will expire upon implementation.

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### **MOU – Market-Based Increases**

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following market-based increases:

entries per page

Search:



Job Code	Job Profile	Table	Range	New Table	New Range
18391	Clinical Laboratory Assistant	B7BX	17	B7BX	23
18330	Clinical Laboratory Technician 1	B8	35	B8	41
18331	Clinical Laboratory Technician 2	B8	41	B8	47
18332	Clinical Laboratory Technician Lead	B8	51	B8	57
18351	Dialysis/Pheresis Technician	B8	49	B8	55
18354	Dialysis/Pheresis Technician Lead	B8	59	B8	65
18004	Dietary Unit Clerk	B7BX	2	B7BX	7
18333	Medical Laboratory Technician	BG	60	BG	66
17075	Bookkeeping Machine Operator	B4	30	B4	33
17550	Broadcast Technician 1	B4	45	B4	50

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The increases for the Clinical Laboratory Assistant and Technician series and the Medical Laboratory Technician will be effective November 16, 2022. All other increases will be effective July 1, 2023.

Nonpermanent and temporary hourly versions of the job profiles listed above will receive the same range increase.

Employees who are on a step as of the effective date will remain on their same step when placed on the new range. Employees who are not on a step as of the effective date will receive an increase if their rate of pay falls below the new range minimum. Progression Start Dates (PSDs) are not impacted.

**MOU – Medical Laboratory Scientist Recruitment and Retention Increases**

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following regarding recruitment and retention increases for the following classifications:

10

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 entries per page

Search:

Job Code	Job Title	Table	Range	New Table	New Range
17877	Medical Laboratory Scientist 1	BG	70	BG	76
18400	Medical Laboratory Scientist 1	BG	70	BG	76
17878	Medical Laboratory Scientist 2	BG	77	BG	83
18403	Medical Laboratory Scientist 2	BG	77	BG	83
18401	Medical Laboratory Scientist Lead	BG	84	BG	90
18404	Medical Laboratory Scientist Lead	BG	84	BG	90
18402	Medical Laboratory Scientist-Trainee	BG	66	BG	72
18406	Medical Laboratory Scientist-Trainee	BG	66	BG	72

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

Nonpermanent and temporary hourly versions of the job profiles listed above will receive the same range increase.

These increases will be effective November 16, 2022.

This MOU will expire upon implementation.

**MOU – Non-Health Care Pay Tables Consolidation**

During negotiations for the 2023-2025 successor agreement, the parties agreed to the following regarding non-health care pay tables:

1. Effective November 16, 2022, the Employer will move all regular, nonpermanent, and intermittent classifications listed below from the B7BX, BG, and B5 pay tables to the BX pay table.
2. Employees will be placed on a step on the new table at a value that is closest to but not less than the value of their current step.
3. There will be no impact to employee progression start dates.

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Search:

Job Code	Job Title	Table	Range	New Table	New Range
18470	Dental Assistant 1 (NE S SEIU 925 Non Supv)	B7BX	5	BX	5
18471	Dental Assistant 2 (NE S SEIU 925 Non Supv)	B7BX	23	BX	23
18475	Dental Asst-Expanded Function Dental Aux (NE S SEIU 925 Non Supv)	B7BX	76	BX	76
18465	Dental Hygienist (NE S SEIU 925 HCP/LT)	BG	96	BX	102
18462	Dental Laboratory Technician 3 (NE S SEIU 925 HCP/LT)	B5	53	BX	58
18476	Dental Xray Technician 2 (NE S SEIU 925 Non Supv)	B7BX	23	BX	23
18474	Hospital Dentistry Assistant Specialist (NE S SEIU 925 Non Supv)	B7BX	50	BX	50

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## MOU – Notification of Changes to COVID-19 Policies

The parties agree that compliance with COVID-19 health and safety related policies is critical to protecting the safety of the UW Community. As such it is important that staff be aware of changes to COVID-19 policies at the time they are changed.

If there are changes to COVID-19 health and safety related policies administered by the Environmental Health and Safety (EH&S) Department, EH&S will provide notice of the changes to all employees through the UW Insider outlining any policy changes. In addition, monthly COVID-19 updates will continue to be provided as part of the University-wide safety committee meeting. Employees may also register to receive the EH&S newsletter directly.

This MOU will take effect October 1, 2022 and shall expire when the Washington COVID-19 public health emergency ends.

## MOU – Occupational Therapist Certification

During negotiations for the 2019 Occupational Therapist bargaining, the parties agreed to the following regarding Occupational Therapists at UW Medical Center in the SEIU 925 Healthcare Professional/Laboratory Technical Bargaining Unit.

In order to recognize the need for professional development, continuing education, and ongoing credentialing, and in accordance with the aforementioned agreement, the University agrees to implement the following:

- I. Occupational Therapists who obtain and maintain their Certified Hand Therapy (CHT) certification through the Hand Therapy Certification Commission will be paid one dollar twenty-five cents (\$1.25) per hour premium for all hours in paid status.
- II. Occupational Therapists who obtain and maintain their Certified Lymphedema certification through the Lymphology Association of North America will be paid one dollar twenty-five cents (\$1.25) per hour premium for all hours in paid status.
- III. Occupational Therapists who obtain and maintain their Assistive Technology certification through the Rehab Engineering and Assistive Technology Society of North America will be paid one dollar twenty-five cents (\$1.25) per hour premium for all hours in paid status.
- IV. Occupational Therapists who obtain and maintain their Neurodevelopmental Treatment certification through the Neurodevelopmental Treatment Association will be paid one dollar twenty-five cents (\$1.25) per hour premium for all hours in paid status.
- V. Occupational Therapists who obtain and maintain their Certified Driver Rehabilitation Specialist certification through the Association for Driver Rehabilitation Specialists will be paid one dollar twenty-five cents (\$1.25) per hour premium for all hours in paid status.
- VI. Occupational Therapists who obtain and maintain their Certified Lee Silverman Voice Treatment – BIG (LSVT-BIG) certification through the LSVT Global will be paid one dollar twenty-five cents (\$1.25) per hour premium for all hours in paid status.
- VII. Additional OT certifications to qualify for certification pay will be considered on a case by case basis.
- VIII. Employees will be eligible for the premium if:
  - A. The certification has been presented to and approved by management;
  - B. The employee continues to meet all educational and other requirements to keep the certification current and in good standing;
  - C. The employee is working in the area of certification.

Once the above criteria are satisfied, the employee will begin earning the certification premium at the beginning of the next available pay period.

- IX. An employee is eligible for only one certification premium regardless of other certifications the employee may have.
- X. Employees will notify their Appointing Authority or designee if their certification has expired, or has been restricted, revoked or suspended within twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to their next scheduled shift, whichever occurs first.
- XI. The parties agree that there are no written or oral representations, understandings, promises, or agreements directly or indirectly related to this Agreement that are not incorporated herein in full. Furthermore, this Agreement is not precedent setting and does not establish a practice.

## MOU – Orthopaedic Technician and Ophthalmic Technician and Specialist Recruitment and Retention Increases

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following regarding recruitment and retention increases for the following classifications:

10  entries per page

Search:

Job Code	Job Title	Table	Range	New Table	New Range
18431	Ophthalmic Specialist	B5	51	B7BX	58
18432	Ophthalmic Technician 1	B5	44	B7BX	41
18433	Ophthalmic Technician 2	B5	47	B7BX	48
18434	Ophthalmic Technician Lead	B5	54	B7BX	66
18436	Ophthalmic Technician Supervisor	B4	60	B7BX	77
18158	Orthopaedic Technician 1	B8	40	B8	45
18159	Orthopaedic Technician II	B8	47	B8	52

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Employees in the Ophthalmic series will be placed on the new range at a step that represents a minimum of a 5% increase. Progression Start Dates (PSDs) are not impacted.

Employees in the Orthopaedic series will be placed on the new range at their same step as of the effective date. Progression Start Dates (PSDs) are not impacted.

Nonpermanent and temporary hourly versions of the job profiles listed above will receive the same range increase.

These increases will be effective November 16, 2022.

This MOU will expire upon implementation.

## MOU – Pay Tables B5 and B6

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following:

I. Effective November 16, 2022, the following job profiles will be reassigned to new tables/ranges.

10 entries per page

Search:

Job Code	Job Profile	Table	Range	New Table	New Range
18087	Medical Interpreter 1 (NE S SEIU 925 HCP/LT)	B5	45	B7BX	38
18088	Medical Interpreter 2 (NE S SEIU 925 HCP/LT)	B5	48	B7BX	46
18089	Medical Interpreter Csewrkr-Cultrl Mediat (NE S SEIU 925 HCP/LT)	B5	49	B7BX	48
18462	Dental Laboratory Technician 3 (NE S SEIU 925 HCP/LT)	B5	53	B7BX	58
18096	Medical Interpreter-ASL (NE S SEIU 925 HCP/LT)	B5	57	B7BX	68
18065	Patient Collections Representative (NE S SEIU 925 Non Supv)	B6	5	B7BX	5
18066	Patient Collections Lead (NE S SEIU 925 Non Supv)	B6	12	B7BX	12
18455	Clinical Embryologist Trainee (NE S SEIU 925 Non Supv)	B6	42	B7BX	42
18160	Orthotist-Prosthetist Technician (NE S SEIU 925 Non Supv)	B6	50	B7BX	50
18456	Clinical Embryologist (NE S SEIU 925 Non Supv)	B6	62	B7BX	62

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II. Employees will be placed on the new range at the step closest to, but not less than, their current rate of pay. Progression Start Dates (PSDs) are not impacted.

III. Nonpermanent and temporary hourly versions of the job profiles listed above will move in sync with the regular job codes.

IV. Effective January 1, 2023, pay tables B5 and B6 will be inactivated.

This MOU will expire upon implementation.

## MOU – Program Coordinator – UWM Patient Scheduler

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following:

Effective November 16, 2022, the employer will create a new job profile titled Program Coordinator – UWM Patient Scheduler (NE S SEIU 925 Supv) which will be assigned to Table B7BX, Range 028.

Management will identify employees in the current Program Coordinator job profile who are performing patient scheduling work and they will be moved into the new Program Coordinator – UWM Patient Scheduler job profile and placed on the step that is closest to, but not less than, their current rate of pay. PSDs will not be impacted by this movement.

This MOU expires on June 30, 2025.

## MOU – Public Records Requests and Privacy

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following regarding Public Records Requests.

Labor Relations will notify the Union of public records requests for information received by the UW Office of Public Records that directly concern and encompass SEIU 925's members. Notification will be provided in order to allow for a ten (10) day protest period.

## MOU – R&R Increases – Radiology

During negotiations for the 2023-25 successor agreement, the parties reached agreement on the following recruitment and retention increases effective November 16, 2022

10 ▾ entries per page

Search:

Job Code	Job Title	Table	Range	New Table	New Range
18422	Cardiac Sonographer 1	BF	54	BF	59
18423	Cardiac Sonographer 2	BF	57	BF	62
18427	Cardiac Sonographer Lead	BF	65	BF	70
18424	Cardiac Sonographer Specialist	BF	61	BF	66
18428	Cardiac Sonographer Supervisor	BF	83	BF	88
18429	Cardiac Sonographer Supervisor	BF	83	BF	88
18345	Diagnostic Medical Sonographer	BF	57	BF	62
18346	Diagnostic Medical Sonographer Lead	BF	68	BF	73
18348	Diagnostic Medical Sonographer Spec	BF	60	BF	65

Job Code	Job Title	Table	Range	New Table	New Range
18347	Diagnostic Medical Sonographer Supv	BF	86	BF	91

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

Nonpermanent and temporary hourly versions of the job profiles listed above will receive the same range increase.

Increases may take up to 90 days to implement but retro pay back to the effective date of 11/16/22 will be provided.

This MOU will expire upon implementation.

### MOU – R&R Increases – Respiratory Care

During negotiations for the 2023-25 successor agreement, the parties reached agreement on the following recruitment and retention increases effective November 16, 2022

10 ▼ entries per page

Search:

Job Code	Job Title	Table	Range	New Range
18156	Respiratory Care Lead	BT	68	70
18155	Respiratory Care Practitioner	BT	59	61

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

Nonpermanent and temporary hourly versions of the job profiles listed above will receive the same range increase.

Increases may take up to 90 days to implement but retro pay back to the effective date of 11/16/22 will be provided.

This MOU will expire upon implementation.



**MOU – Scholarship Fund for Medical Center Employees**

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

In recognition of the commitment of HMC and UWMC to the delivery of excellent patient care as well as the enhancement of employees’ professional skills, the Employer will provide annually a pool of up to a total of \$150,000 (maximum \$5,000.00 per employee) for SEIU 925- and WFSE-represented employees at Harborview Medical Center (HMC) and UW Medical Center (UWMC) to obtain a degree or certification required for employment in a healthcare field within the hospital where the employee works.

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

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

**MOU – Skilled Trades Recruitment and Retention Increases**

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following regarding recruitment and retention increases for following classifications effective July 1, 2023.

10 entries per page

Search:

Job Code	Job Title	Table	Range	New Table	New Range
17207	Utility Worker Supervisor (NE S SEIU 925 Supv)	B4	38	B4	42
17728	Messenger Driver (NE S SEIU 925 Non Supv)	B4	26	B4	30

Job Code	Job Title	Table	Range	New Table	New Range
17729	Messenger Driver Lead (NE S SEIU 925 Non Supv)	B4	30	B4	34
17208	Maintenance Supervisor 1 (E S SEIU 925 Supv)	B4	64	B4	66
17209	Maintenance Supervisor 2 (E S SEIU 925 Supv)	B4	68	B4	70

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

Nonpermanent and temporary hourly versions of the job profiles listed above will receive the same range increase.

This MOU will expire upon implementation.

## MOU – Surgical Technologists

During negotiations for the 2023-2025 successor agreement, the parties agreed to the following regarding Surgical Technologists at Harborview in WFSE Harborview Bargaining Unit and UW Medical Center in the SEIU 925 Healthcare Professional/Laboratory Technical Bargaining Unit.

In order to recognize the need for professional development, continuing education, and ongoing credentialing, and in accordance with the aforementioned agreement, the University agrees to implement the following for the 2019-2021 collective bargaining agreements:

I. Surgical Technologists who obtain and maintain their Certified Surgical Technologist (CST) certification through the National Board of Surgical Technology and Surgical Assisting (NBSTSA) will be paid one dollar (\$1.25) per hour premium for all hours in paid status.

II. Employees will be eligible for the premium if:

- A. The certification has been presented to and approved by management;
- B. The employee continues to meet all educational and other requirements to keep the certification current and in good standing;
- C. The employee is working in the area of certification.

Once the above criteria are satisfied, the employee will begin earning the certification premium at the beginning of the next available pay period.

III. An employee is eligible for only one certification premium regardless of other certifications the employee may have.

IV. Employees will notify their Appointing Authority or designee if their certification has expired, or has been restricted, revoked or suspended within twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to their next scheduled shift, whichever occurs first.

V. The parties agree that there are no written or oral representations, understandings, promises, or agreements directly or indirectly related to this Agreement that are not incorporated herein in full. Furthermore, this Agreement is not precedent setting and does not establish a practice.

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## **MOU – Standby Guidelines**

During re-opener negotiations for the 2023-2025 collective bargaining agreement, the parties agreed to the following regarding Stand-by Guidelines:

1. Stand-by time shall not be used to avoid filling vacant positions. The Employer will schedule procedures in the best interests of the patient and will make a good faith effort to schedule such patient procedures so that call back is not required.
2. Mandatory (after the schedule is posted) prescheduled stand-by time may not be used in lieu of scheduling employees to work regularly scheduled shifts when a staffing plan indicates the need for a scheduled shift.
3. Mandatory (after the schedule is posted) prescheduled stand-by time may not be used to address regular changes in patient census or acuity or the expected number of employees not reporting for predetermined scheduled shifts.
4. Mandatory stand-by will not be implemented in schedules for units where standby scheduling has not been practice as of September 1, 2021 without proper notice and impact bargaining with the union.
5. Unit based Staffing Committees:
  - a. Upon request from the Union, units will form unit based staffing committees.
  - b. Callback Tracking. Within 90 days of ratification, the Employer will develop a reporting tool to track and review patterns in call utilization and stand-by hours.
6. Callback Relief. Subject to patient care considerations, the Employer will make a good faith effort to provide relief for an employee who requests the immediate next scheduled shift off or offer a change in the employee's start time or end time for the immediate next scheduled shift

when the employee has been working on call within eight (8) hours of the start of their next scheduled shift. At the employee's request, a vacation day or authorized leave without pay can be used.

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## **MOU – Transportation Services Video/Audio System**

This Memorandum of Understanding is regarding the use of audio and video equipment in the University of Washington Transportation Services office.

1. It is agreed that the cameras/audio are not for the purpose of evaluation or monitoring of employees. The purpose of the camera/audio is for the security of property and for the protection of employees.
2. Management shall not use the camera/audio system to monitor work. When video or audio is reviewed in response to an incident, management will have the option to act upon issues revealed in the recording even if they are not central to the initial incident.
3. Audio shall be recorded in the Sales and Administration area only (including the hearing office).
4. The system shall not be subject to live monitoring without prior notice to the Union and an opportunity to meet and discuss potential impacts for employees.
5. If modifications are performed to the cameras or their field of vision, the Union will be informed and allowed to view the modifications.
6. Management shall maintain a written log of camera/audio system access, including date, time and reason for access, that will be available to the union for review.
7. If video/audio is downloaded it shall be noted in the log and copies of the footage shall be available for union review.

## **MOU – UW Medicine Pre-Scheduled Voluntary Double-Time Shift Incentive for Critical Staffing Needs**

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

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

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

Nonpermanent and Intermittent Employees will not be eligible to volunteer for pre-scheduled double-time shifts until they have scheduled up to forty (40) hours in the week of the pre-scheduled double-time shift regardless of their FTE. Nonpermanent and Intermittent Employees must also work all scheduled hours in the week of the pre-scheduled double time shift in order to be compensated at double time for the shift(s). If they do not, they will be compensated at the appropriate rate of pay in accordance with Article 59.

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

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

This MOU will be effective October 1, 2022, and will expire on June 30, 2025.

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### **MOU – Voluntary Float Between UWMC-NW and Montlake Campuses for Bargaining Units Represented by SEIU 1199, SEIU 925, and WFSE**

During negotiations for the 2023-2025 collective bargaining agreement, the parties agreed to the following:

When there is a low patient volume in a specific unit or department, and there is another unit or department in need, management may float staff between UWMC-NW and UWMC-Montlake if the employee agrees to float.

Employees who agreed to float between UWMC-NW and UWMC-Montlake will receive adequate orientation. Appropriate resources will be available as follows:

- a. Introduction to the appropriate unit leader for the shift;
- b. Review of emergency procedures for that unit;
- c. Tour of the physical environment and location of supplies and equipment;
- d. Review of the patient assignment and unit routine.

Employees shall not be required to perform new procedures without proper supervision. Employees shall seek supervisory guidance for those tasks or procedures for which they have not been trained. Employees who encounter difficulties related to floating should report these to the appropriate unit leader. There will be no adverse consequences for an employee filing a concern. The home department/unit leader (or designed) will seek volunteers among the employees to float. Employees who volunteer to float will receive an assignment taking into account the employee's training and experience.

Employees will not float more than once per shift.

If an employee agrees to float to an entity other than the employee's home entity, the employee will receive a four dollar (\$4.00) per hour premium for all hours worked outside the employee's home entity. This premium will apply to employees already receiving a premium for being in the float team but cannot otherwise be stacked with any other float premiums.

Employees will be reimbursed for travel, mileage, and parking at the second site per university policy, and will be provided with the appropriate forms and instructions that will allow them to submit the forms for reimbursement.

The employee's "Home Entity" Collective Bargaining Agreement applies while floating to other facilities.

Employees will receive appropriate and timely training on the equipment, practices and work area orientation at the non-home location to which they are floated.

## **MOU – Social Workers**

This agreement between the University of Washington ("UW") and SEIU 925 ("Union") pertains to the Social Workers represented by the Union at the University of Washington Medical Center-ML (UWMC-ML). The parties agree to the effective date being the first pay period following ratification, as determined by the employer:

I. The existing bargaining unit represented by the Service Employees International Union Local 925 shall be modified to include Social Workers at UWMC-ML:

All full-time and regular part-time nonsupervisory laboratory technical employees employed by the University of Washington in hospitals and clinics operated by the University of Washington, including the Occupational Therapists I, II, and III; Dietitians; and Social Workers employed by the University of Washington in hospitals and clinics operated by the University of Washington at the University of Washington Medical Center; excluding confidential employees, supervisors, internal auditors, and all other employees.

II. Range assignment: Social Worker: table BF, range 47

Current UWMC-ML Social Workers will map into the newly created SEIU 925 Social Worker classification, job code 18124.

III. Social workers who are currently classified as temporary employees will be converted to the corresponding employment status in accordance with agreement as reached in 925-UW 2669 bargaining.

IV. All regular and non-permanent employees will be placed on the corresponding SEIU 925 pay range at the step that guarantees them a minimum of 5% increase, not to exceed top auto step. Progression Start Dates will not change.

V. Overtime: Social Workers may select one of two methods for the purpose of calculating overtime payment. Option 1: Fixed scheduled shift and hours. Employee will accrue overtime for hours worked in excess of scheduled shift. The employee is eligible for daily OT or comp time at one and one-half (1 ½) accrual rate. Employee cannot adjust scheduled hours without approval of their supervisor. Option 2: Adjustable shift. Employee will accrue overtime for hours worked in excess of eighty (80) hours in the eighty (80) hour work period. The employee is not eligible for daily OT or comp time at one and one-half (1 ½) accrual rate unless hours worked exceed eighty (80) hours in an eighty (80) hour work period. Employee may adjust scheduled hours within the eighty (80) hour work period in accordance with patient and departmental needs. The employee may change from one option to the other with written notice to the manager/supervisor and the payroll coordinator at least four (4) weeks before the beginning of the next payroll pay period.

VI. Social Workers are eligible to all professional/technical premiums pursuant to Article 45.

VII. Classification and Wages

a. Class specification for the SEIU 925 Social Worker is displayed in Attachment A.

VIII. Preceptor Pay

a. Social Workers (18124) may serve as preceptors after successfully completing a preceptor workshop or equivalent documented training and agreeing to and being appointed to be specifically responsible for planning, organizing, and evaluating the new skill development of one or more Social Worker enrolled in a defined orientation program, the parameters of which have been set forth in writing by the Employer. This includes teaching, clinical supervision, role modeling, feedback, evaluation (verbal and written) and follow up of the new or transferring employee or student.

b. Social Worker preceptors are eligible to receive preceptor premium pay of \$1.50 per hour only when actually engaged in preceptor role responsibilities with/on behalf of the orienting a Social Worker or student.

IX. License Pay in the amount of one dollar and fifty cents (\$1.50) per hour will be provided to all Social Workers, who are licensed by the State of Washington as an Advanced Social Worker or Independent Clinical Social Worker. License Pay will be provided on the first available pay period after the Social Worker has provided proof of licensure to the appointing authority or designee.

X. Social Workers will receive paid time off for educational purposes, as follows:

- All Social Workers will be able to use forty (40) hours of paid education time off per fiscal year, prorated for FTE.
- From the effective date of this agreement Social Workers will have up to \$850 per fiscal year available to reimburse costs for approved educational or training programs, prorated for FTE.
- Social Workers who attend approved educational opportunities on a day they are not scheduled to work will receive the equivalent of a day of pay or a day of accrued time off. This practice will result in pay at straight time and will not trigger overtime pay for the affected pay period. This compensatory day will count toward the forty (40) hours of annual education time off.

XI. The parties will establish a quarterly Social Worker Joint Labor Management Committee in alignment with Article 43 of the parties' collective bargaining agreement.

XII. Social Workers will be added to Layoff Unit Number 20 – UWMC.

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## Side Letters

### Side Letter A – City of Seattle Minimum Wage

July 1, 2023

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

This side letter expires on June 30, 2025.

### Side Letter B – Contact Center

July 1, 2023

The Union Management committee will continuously monitor performance metrics and any corrective action based on failure to meet performance standards. If less than 75% of employees meet any individual performance standard over a rolling three-month period, management and the union will discuss ways to improve the standard, performance, or both at the subsequent committee meeting. Standards not met by at least 75% of employees for a given three-month period will not automatically trigger corrective actions for employees who fail to meet those standards for that period, but they may still lead to corrective action if it meets the requirements of just cause after an examination of the circumstances.



## Dress Code

While working a full day in the Contact Center, employees will be allowed to wear denim blue jeans in good condition. In the event there is a scheduled tour or while employees are out in the clinics, employees are expected to abide by the UW Medicine Professional Dress Code policy.

## Side Letter C – Diversity and Inclusion

July 1, 2023

- A. The parties acknowledge that the University's Diversity Blueprint for 2022-2026 articulates the tri-campus community's aspirations for becoming an inclusive and equitable environment. On an annual basis, the Office of Minority Affairs and Diversity (OMA&D) will prepare an assessment report on University-wide diversity metrics for the Board of Regent's Diversity, Equity, and Inclusion subcommittee. An electronic copy of the report will be made available to the Union.
- B. As part of the University's Strategic Leadership Program (SLP), the Employer shall provide all managers and supervisors of bargaining unit employees information regarding the University's existing Staff Diversity Hiring Toolkit. Additionally, the Employer will include a content module on implicit bias and diversity in the hiring process during the SLP workshop for managers and supervisors with at least one direct report. The Employer shall distribute an electronic copy of the Toolkit annually to all managers and supervisors of bargaining unit employees.
- C. On an annual basis, the Employer will provide the Unions with a list of trainings and courses offered to staff the year prior centered on aspects of diversity, equity, and inclusion. The list will include a headcount for each offering, indicating the number of participants registered, by department.
- D. WFSE 1488, WFSE 3488, SEIU 1199NW, and SEIU 925 will each select one member to be appointed to the University of Washington Diversity Council.
- E. On an annual basis, the Employer will provide the Unions with a report on employee participation levels in Facilities relative to cultural responsiveness or cultural competency training, and manager training in implicit bias, equity, cultural responsiveness, and hiring best practices. The progress report would include an update on Facilities' efforts to include under-represented minority members and/or women in hiring committees or interview panels.
- F. The Employer will create a position in UW Human Resources Recruitment dedicated to designing, developing, and implementing innovative outreach programs using diversity and inclusion best practices in support of UW's strategic initiatives.

## Side Letter D – Legislative Briefings

July 1, 2023

The Union President or designee shall be invited to attend legislative briefings conducted by the Employer.

### **Side Letter E – Public Transportation Delays**

July 1, 2023

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

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

This side letter will expire on June 30, 2025.

### **Side Letter F – Nonpermanent Hourly Harborview Medical Center Interpreters**

July 1, 2023

The University will call nonpermanent hourly medical interpreters for in-person interpretation before calling an outside agency for in-person interpretation.

### **Side Letter G – Representation**

July 1, 2023

The University agrees not to oppose the Union's effort to add to the bargaining unit, except in cases when the employees the union seeks to add are represented by another union, when the employees' collective bargaining rights fall under RCW 41.76, RCW 41.56 or other statute hereinafter enacted by the legislature. The University does not waive its right in any case to petition the Public Employment Relations Commission for unit clarification when the University, in its sole discretion, deems it appropriate.

### **Side Letter H – Tracking Discrimination and Bias**

July 1, 2023

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

1. Annually the Employer will email all bargaining unit employees information regarding the availability and purpose of the University's bias incident reporting tool as an avenue to report incidents of suspected bias.
2. On an annual basis, the following groups will prepare an assessment report which will at a minimum include information quantifying reports of discrimination, harassment, and retaliation. An electronic copy of each report will be made available to the Union.
  - i. Civil Rights Investigation Office
  - ii. Safe Campus
  - iii. UW Human Resources Campus Operations Investigations
  - iv. UW Medical Centers Human Resources Operations Investigations
3. This side letter will expire on June 30, 2025.

### **Side Letter I – U-Pass**

July 1, 2023

The parties agree to the following regarding U-PASS:

Effective July 1, 2023, bargaining unit employees will not be charged a fee for a U-PASS.

This Side Letter expires on June 30, 2025.

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