

University of Washington Human Resources

UAW – RSE Contract

For the years 2023-2026.

[PRINT THIS PAGE](#)

Preamble

This Agreement is made and entered into by and between the University of Washington, hereinafter referred to as the “University” or the “Employer” and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union 4121 hereinafter referred to as the “UAW” or the “Union.” It is the intent and purpose of this collective bargaining agreement (the “Agreement”) to provide a harmonious and cooperative relationship between both parties.

Article 1 – Purpose and Intent

Section 1.1.

It is the purpose of this Agreement to provide for the wages, hours and terms and conditions of employment of the employees covered by this Agreement, to recognize the continuing joint responsibility of the parties to provide efficient and uninterrupted services and satisfactory employee conduct to the public, and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences between employees and the Employer.

Section 1.2.

The University will not engage in any activity or enter an agreement or otherwise discuss with any other group or individual for the purpose or effect of undermining the Union as the representative of individuals in the unit.

Section 1.3. Mandatory Subject

- A. 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 of these changes. The Union may request discussions about and/or

negotiations on the impact of these changes on employees' working conditions. The Union will notify Labor Relations in writing 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.

- B. Prior to making any change in written policy that is mandatory subject of bargaining, the Employer shall notify the Union and satisfy its collective bargaining obligations per Article 1 Section 3(A).
- C. 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.

Article 2 – Recognition

The Employer recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union 4121 as the sole and exclusive bargaining representative “for all full-time and regular part-time employees of the University of Washington in the following job classes: Research Scientist/Engineer – Assistant; Research Scientist/Engineer – 1; Research Scientist/Engineer – 2; Research Scientist/Engineer – 3; Research Scientist/Engineer – 4; excluding confidential employees, supervisors, managers as defined by RCW 41.56.021(l)(b), employees covered by chapter 41.80 RCW, employees covered by chapter 41.76 RCW, and all other employees”.

Article 3 – Management Rights

- A. Management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. Except as otherwise provided in this Agreement, the Union agrees that the University has the right to make and implement decisions relating to areas including but not limited to those enumerated below.
- B. Examples of the management rights of the University include, but are not limited to, the right:
 - 1. to establish the University's missions, programs, objectives, activities, and

- priorities;
2. to plan, supervise, direct and control the use and allocation of financial and other resources to achieve the University's missions, programs, objectives, activities, and priorities;
 3. to develop, implement and administer affirmative action programs;
 4. to establish and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried out;
 5. to introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
 6. to determine the location or relocation, reorganization, or discontinuance of operations; to determine where employees shall work; or contract all or any portion of any operation;
 7. to assign, reassign and schedule work;
 8. to establish the size, composition, and qualifications of the work force;
 9. to recruit, hire, develop, train, evaluate, promote, transfer, demote, or layoff employees;
 10. to establish, modify, and enforce standards of performance, conduct, and safety for employees; and to determine the process by which employee performance is evaluated;
 11. to reprimand, suspend, release, or otherwise discipline or discharge employees for just cause
 12. to maintain safety standards and programs;
 13. to determine and modify job classifications and job descriptions.

C. The above enumerations of management rights are not inclusive and do not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived.

Article 4 – Classification and Reclassification

Section 4.1.

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

Section 4.2.

Reclassifications shall be based on a permanent and substantive change in the duties, responsibilities, or qualifications of a position and/or application of the professional exemption criteria set forth in RCW 41.06.070(2). In determining whether a reclassification is appropriate, the Employer shall evaluate these changes using process and documents that

identify the positions duties, responsibilities, and qualifications, and may include the RSE Questionnaire, RSE Career Path Guidelines, and/or the Classification Specifications.

Section 4.3.

- A. Should the Employer 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. The Union may bargain over the salary and impacts of the Employer's decision.
- B. All new Research Scientist/Engineer Assistant, 1, 2, 3 and 4 (RSE A-4) class specifications will be considered included in the bargaining unit, unless exempted by law as:
1. Executive employees, including all members of the governing board of each institution of higher education and related boards; all presidents and vice presidents; deans, directors, and chairs; and executive heads of major administrative or academic divisions;
 2. Managers who perform any of the following functions:
 - a. Formulate, develop, or establish institutional policy, or direct the work of an administrative unit;
 - b. Manage, administer, and control a program, including its physical, financial, or personnel resources;
 - c. Have substantial responsibility for human resources administration, legislative relations, public information, internal audits and investigations, or the preparation and administration of budgets;
 - d. Functionally is above the first level of supervision and exercises authority that is not merely routine or clerical in nature and requires the consistent use of independent judgment;
 3. Employees who, in the regular course of their duties, act as a principal assistant, administrative assistant, or personal assistant to employees as defined by (a) of this subsection;
 4. Confidential employees;
 5. Employees who assist assistant attorneys general who advise and represent managers or confidential employees in personnel or labor relations matters, or who advise or represent the state in tort actions.

UW HR will follow RCW 41.56.21 to determine whether a new classification is prohibited by

law from being in the bargaining unit. The Union may bargain over the salary and impacts of the new bargaining unit classifications.

A. Nothing in this section shall be considered to be a waiver of the rights of either party.

Section 4.4. Position Review Process:

- A. The Employer or employee may request that a position be reviewed when the requesting party believes that the basis of its request has become a permanent requirement of the position. A position review requires a current performance evaluation (completed within the previous twelve (12) months). Employees 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 Employer.
- C. The UWHR Compensation Office will investigate the position and issue a written response 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 reclassified, or notification of the reasons the position does not warrant reclassification when the request is not approved.
- D. The effective date of classifications or reclassifications initiated by the Employer shall be determined by the Employer. The effective date of a reclassification resulting from an employee request for position review will be established as the 1st or the 16th of the month which precedes the date that the completed request was filed with UWHR Compensation Office or the employee's direct supervisor or department, whichever date is earliest. The date of receipt must be appropriately documented.

Article 5 – Contracting

The University shall, upon request, meet and bargain with the Union over the effects of contracting on the bargaining unit. Contracting is also an appropriate agenda item for Joint Union Management Committee meetings.

Article 6 – Corrective Action and Dismissal

Section 6.1.

The University may issue corrective action or dismiss an Employee for just cause. Such corrective action may take the following forms:

- A. Letter of Expectations is a written communication that informs the Employee of the nature of the inadequate performance or misconduct, the requirements for continuation in their position and the probable consequence of continued inadequate performance or misconduct.

- B. A demotion is a reduction to a lower job profile with a corresponding reduction in salary.
- C. Dismissal is the termination of an Employee's position initiated by the University, when the University determines that the Employee's conduct or performance does not justify continuation.
- D. Removal of Principal Investigator (PI) status and/or PI eligibility status.
- E. The University may take additional corrective action consistent with or required by extramural funding agency requirements.

Informal counseling memoranda and/or written records of discussion, in and of themselves, are not corrective action, nor are they grievable.

Section 6.2. Representation.

Upon request, an employee will have the right to Union representation at an investigatory meeting requested by the Employer, in which the employee reasonably believes could lead to corrective action. 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. 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.

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. Employees and their representatives will cooperate in the investigation.

Section 6.3. 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 which will not delay the scheduled pre-determination meeting.

At least ten (10) days prior to the meeting, the employee will be informed in writing of the reasons for the contemplated dismissal and given referenced documentation. The information will include the date, time, and location/format for the pre-determination meeting and the day of notice will count as the first day. The employee will be furnished with written notification of the outcome of the pre-determination hearing.

Section 6.4.

An Employee who receives corrective action or is dismissed shall be entitled to file a grievance at the second step of the grievance procedure. The Employee shall have fourteen

(14) calendar days from the date of the action to file a grievance.

Section 6.5. Administrative Leave

- A. The University may place an employee on paid administrative leave without prior notice in order to investigate allegations of misconduct, violations of policy, or dereliction of duty that, in the judgment of the University, warrant immediately relieving the employee from all work duties and/or require removing the employee from the premises.
- B. The Union will be promptly notified when an employee is placed on paid administrative leave.
- C. Paid administrative leave is not corrective action.
- D. At the conclusion of an investigation of an employee placed on administrative leave, where the Employer elects not to take corrective action, the employee will be provided with a notification that the investigation is completed and that no corrective action will be imposed.
- E. If no corrective action is taken, no record of administrative leave will be placed in the employee's Official Personnel File.

Section 6.6. Record of Corrective Action

A copy of the corrective action shall be placed in the Employee's Official Personnel File.

Article 7 – Employee Assistance Program

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

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

Article 8 – Employment

Section 8.1. Offer of Employment

Offers of employment can only be made once pre-employment requirements have been met. When an employment offer is made to an applicant, the University shall provide a written offer of employment no later than seven (7) business days before the employee's proposed start date. The offer letter shall include but not be limited to:

- A. Job title;

- B. Employment (FTE) percentage;
- C. Appointment type
- D. Supervisor's name;
- E. Department;
- F. Anticipated place of employment (location of worksite – e.g., main campus, remote location, medical center);
- G. Projected employment length if known;
- H. Salary;
- I. A summary of benefits
- J. A statement that the Employee is exclusively represented by the UAW, and a link to the CBA.
- K. A statement that the University maintains individual personnel files and that the employee may access their files in accordance with the provisions of Article 24 – Personnel Files;
- L. Name of a person to contact for information regarding the appointment (with contact information).
- M. Candidate acceptance line of terms and conditions.
- N. Overtime Exemption Status.
- O. Position Description which will include a brief description of the anticipated research project(s) unless there are restrictions on disclosure.

Article 9 – Exit Interviews

Exit interviews can provide valuable feedback for the Employer and the Union about what conditions drive turnover and how we can continue to build a more sustainable work culture. Exit interviews are also an opportunity to evaluate the climate of the workplace and help inform the retention and recruitment of a diverse workforce. The Employer will offer exit interviews to all resigning or retiring employees.

- A. Joint Union/Management Committee: Exit interview questions are an appropriate topic for Joint Union/Management Committee meetings. The Employer and the Union may at any time initiate discussion of exit interview trends in Joint/Labor Management Committee meetings.
- B. Confidentiality: Both the Employer and the Union will keep individual responses from their respective exit interviews anonymous and discuss only common themes.

Article 10 – Grievance Procedure

Section 10.1.

The parties recognize that disputes may occasionally arise concerning the terms and

conditions of this Agreement and such disputes shall be resolved through this 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. If requested, a Union representative may be involved in those discussions. Resolutions from pre-grievance discussions, although final, shall not be precedential.

Section 10.2.

A grievance is a claim by an employee or group of employees covered by this Agreement, or by the Union, that the University has violated a specific provision of this Agreement.

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.

Contents – The written grievance shall include the following information:

1. The type of grievance (individual, group, union)
2. The following information about the grievant(s) (if applicable):
 - a. Name
 - b. Contact information
 - c. Department/Hiring Unit
 - d. Job profile
 - e. Immediate Supervisor's name, title, and contact information
3. The following information about any representative (if applicable):
 - a. Name
 - b. Contact information
4. The date of the violation
5. The specific Article(s) and Section(s) of the Agreement violated
6. A description of the violation with pertinent facts (as known at the time of filing)
7. Remedy requested
8. The signature of each grievant (or representative)

Section 10.3.

Filing and Processing

- A. Filing: A grievance must be filed within twenty-one (21) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence. Whenever possible the twenty-one (21) day period should be used to attempt to informally resolve the dispute.
- B. Alternative Resolution Methods: Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time limitations 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 limitations resume. Any expenses and fees of alternative methods will be shared equally by the parties.

Steps of the Grievance Procedure. All grievances shall be processed in accordance with the following procedure. The Union may elect to skip Step One and file grievances at Step Two. Grievances over dismissal will begin at Step Two.

Step One –

Supervisor, Manager or Designee

If the issue is not resolved informally, the Union may file a written grievance to the supervisor or designee, and the Labor Relations office (laborrel@uw.edu). The Employer will designate a supervisor, manager or designee who will meet in person, virtually, or confer by telephone with a union steward and/or staff representative and the grievant(s). 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 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.

Resolutions at the First Step, although final, shall not be precedential.

Step Two – If a satisfactory resolution 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. In the case where Step One is bypassed, the grievance must be filed to Step Two within twenty-one (21) calendar days from the occurrence of the events giving rise to the grievance or from the time at which the aggrieved individual should reasonably have become aware of

the grievance.

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 twenty-one (21) calendar days after the meeting.

Step Three – Mediation and Arbitration. Grievance Mediation

If the grievance is not resolved at the Step Two, the Union may move the grievance to Step Three by notifying the Employer in writing and filing 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 parties will work on scheduling the mediation with the assigned PERC mediator while also identifying the next arbitrator on the panel and scheduling the arbitration. If the grievance is resolved at mediation the grievance will not proceed to arbitration.

The parties may mutually agree to skip the mediation portion of Step Three. The parties may also mutually agree to delay scheduling the arbitration pending the outcome of the mediation.

1. Selection of an arbitrator.

- a. The parties agree to utilize an existing panel of five (5) arbitrators under UW-UAW Collective Bargaining Agreements covering Academic Student Employees and Postdoctoral Scholars, who will preside over complaints appealed to arbitration.
- b. Either party may request that a panel member be removed provided a thirty (30)-day notice is given to the other party.
- c. Changes to the panel members will apply to all three (3) UAW-UW collective bargaining agreements.
- d. Grievances appealed to arbitration shall be rotated between the panel members, except that, in the event scheduling problems exist, either party may request that the panel member next scheduled may be passed over.

2. Arbitration hearings shall be scheduled within 60 days of the appeal to arbitration whenever possible.

3. The arbitrator shall conduct a hearing in accordance with the rules of the American Arbitration Association. The arbitrator shall render a decision on the grievance within

thirty (30) days of the close of the hearing.

4. The decision of the arbitrator shall be binding on all parties.
5. The expenses and fees of the arbitrator, including cancellation fees, shall be shared equally by the Union and the University.
6. The parties agree that the arbitrator shall not have the power or jurisdiction to render a decision that adds to, subtracts from, alters, amends or modifies in any way the terms and conditions of Agreement. The arbitrator shall have no jurisdiction or authority to substitute their judgment for any academic judgment made by the University.
7. In disciplinary cases, the remedy available to the arbitrator shall not exceed making the employee whole for the remainder of the individual's appointment period.
8. Each party shall bear its own fees and expenses in presenting its case, including the costs of legal representation.

Article 11 – Health And Safety

Section 11.1.

In compliance with University health and safety policies and procedures, the University shall make reasonable efforts to maintain work practices, work environments and, access to facilities which do not endanger the health or safety of employees.

Section 11.2.

The University shall provide personal protective equipment, equipment, materials, tools, information and training for all employees to promote and maintain safe work practices and environments.

Section 11.3.

Employees shall not be required to work in conditions that pose an imminent danger to health and safety. All work by employees shall be performed in conformity with applicable safety standards. Should an employee become aware of a condition they believe is unhealthy or dangerous, they shall immediately report the condition to a supervisor and/or the Environmental Health and Safety Department.

Section 11.4.

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 after employment.

Section 11.5.

The University will provide as much advance notice as possible to employees likely to be affected by conditions in their workplace that may significantly impact the health and safety

of employees.

Section 11.6.

The University shall provide the Union with a position on the University-wide health and safety committee. The Union-Management Committee shall also be empowered to discuss health and safety issues.

Section 11.7.

Employees should contact their supervisor if job procedures, equipment or University-owned or operated 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. Employees have the option to request the University of Washington Environmental Health and Safety to perform an ergonomic assessment of their University-owned or operated workstation. The University does not provide ergonomics assessments for non- University-owned or operated work environments. If available, employees may choose to utilize established University outside consultants at a pre-negotiated rate and at their own expense. Employees who are required to be remote and whose official work location is their personal residence are encouraged to discuss their equipment and ergonomic assessment needs with their supervisor. Employees who are required to be remote and whose official work location is their personal residence may request reimbursement for an ergonomic assessment performed by an established University outside consultant.

Section 11.8.

The University will periodically inspect worksites owned and/or operated by the University 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.

Section 11.9.

University safety policy states that employees are responsible for using required safety equipment, for following safe work practices, and for the safety of other employees and students under their supervision.

Article 12 – Health Care Benefits Amounts

Section 12.1.

- A. For the 2021-2023 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected medical premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). The projected medical premium is the weighted average across all plans, across all tiers.
- B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances.
 - 1. In ways to support value-based benefits designs; and
 - 2. To comply with or manage the impacts of federal mandates.

Value-based benefits designs will:

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

- C. Article 12 Section 1 (B) will expire June 30, 2023.

Section 12.2.

- 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 PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.

Section 12.3. 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.

Section 12.4.

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

Sections 1-4 above expire June 30, 2023

Section 12.5.

- A. For the 2023-2025 biennium, the Employer Medical Contribution (EMC) 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 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 12.5.B. will expire June 30, 2025.

Section 12.6.

- A. The Employer will pay the entire premium costs for each bargaining unit employee eligible 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 PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.

Section 12.7. 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.

Section 12.8.

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

Article 13 – Hiring, Promotions, and Transfers

Section 13.1. Filling Positions

The University will determine when a position will be filled, the appropriate type of appointment to be used when filling the position, and the training, certification(s), security clearances, skills, abilities, and other requirements 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. It is the intent of the Employer to fill vacancies as soon as possible within budgetary limitations and where replacements are needed. The Employer will make the application process, necessary submittals, and the essential skills of the vacant position clear to prospective applicants. 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.

Section 13.2. Core Duties and Other Assignments

Except as otherwise provided in this Agreement, duties assigned to an employee shall be consistent with the overall class concept of the employee's job classification.

Section 13.3. Promotions/Transfers

- A. Policy. It is the policy of the University to encourage job advancement and promote from within.
- B. Definitions.

For the purpose of this Article the following definitions apply to open competitive recruitment:

1. Promotion– Movement to a position in a job class with a higher salary range minimum that requires a competitive application process.
2. Transfer – Movement to a new position in the same classification.
3. Voluntary Demotion – Movement to a position with a lower salary minimum. This Article does not apply to employees who demote as the result of corrective action.

C. 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. In accordance with applicable law, affirmative action goals will be considered when filling vacancies.

Section 13.4. Movement Between Positions

Employees who promote, transfer, or voluntarily demote into positions covered by this agreement, shall serve a Trial Service Period. Paid or unpaid leave taken during the four (4) month 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 time off taken for military service. Either the Employer or the employee may end the appointment by providing notice. During the first month of the Trial Service Period, employees have preemptive rights to their former position. After the first month 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 or be placed on the rehire list.

Section 13.5.

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 and funding restrictions. Employees may also utilize vacation time off, compensatory time, or personal holiday.

Article 14 – Holidays

Section 14.1. Holidays

Bargaining unit employees shall not be required to work on the following holidays that occur during their employment, except as provided in this Article.

1. New Year's Day
2. Martin Luther King, Jr. Day

3. Presidents' Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Native American Heritage Day
11. 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 regularly scheduled work day preceding the holiday. The Employer may designate other days or shifts to be observed in lieu of the above holidays.

Section 14.2. Holiday Pay Rules

The following applies to the holidays listed in this Article:

A. Full Time Employee.

1. When the holiday falls on the full time employee's regularly scheduled work day and is worked, the employee will receive eight (8) hours of holiday credit.
2. 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.
3. When the holiday falls on the employee's regularly scheduled day off, the employee will receive eight (8) hours of holiday credit.

B. Part Time Employee.

1. When the holiday falls on the part time employee's regularly scheduled work day and is worked, the employee will receive the prorated to full time number of hours of holiday credit.
2. 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.

Section 14.3. Holiday Credit

1. Scheduling. Holiday credit will be used and scheduled by the employee in the same manner as vacation time off in Article 35 Time Off and Leave. Holiday credit must be used before other paid time off in the following order: holiday credit, compensatory time off, vacation time off.

Section 14.4. 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 35 Time Off and Leave.
- B. It is the employee's responsibility to schedule the Personal Holiday before December 31st. If not requested it is forfeited.
- C. Entitlement to the holiday will not lapse when it is canceled by the Employer and cannot be rescheduled before December 31st.
- D. Full-time employees shall receive eight (8) hours of regular pay for the personal holiday.
- E. Part-time employees shall be entitled to a pro-rated number of paid hours on a Personal Holiday based on their FTE.

Article 15 – Hours Of Work

Section 15.1. Hours of Work and Regular Work Schedules

- A. Definitions
 - 1. Full-time Employee. An employee regularly scheduled to work forty (40) hours per workweek.
 - 2. Part-time Employee. An employee regularly scheduled to work less than forty (40) hours per workweek.
 - 3. Workweek. A regularly recurring period consisting of seven (7) consecutive twenty-four (24) hour periods that begins Monday, 12:00 a.m. and ends the following Sunday at 11:59 p.m.
- B. The Employer determines an Employee's regular work schedule.
- C. Employees may request and be granted alternative work schedules as determined by the Employer.
- D. Temporary FTE Reductions and Increases: The Employer may temporarily increase or decrease the FTE of an employee with a minimum of thirty (30) days' notice. The Employer and employee may mutually agree to less than thirty (30) days' notice. A temporary increase or decrease is defined as one that lasts three (3) months or less. The temporary increase or decrease may be extended beyond three (3) months by mutual agreement between the supervisor and the employee. This section does not apply to employee initiated requests to increase or decrease FTE.

E. Schedule changes: The Employer may change an employee's schedule to meet the needs of the research project.

Article 16 – Inclement Weather and Suspended Operations

Section 16.1. Inclement Weather

When the University is in operation but an employee is faced with unanticipated problems related to natural disasters or severe weather conditions, the Employer will allow the employee to telework if operationally feasible. Employees who are unable to telework may be approved to use compensatory time, holiday credit, personal holiday, vacation time off, or unpaid time off. Employees designated as essential must make all reasonable efforts to report to work as scheduled.

Section 16.2. 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 designated as essential to report to work the following will govern: Telework may be a feasible option both for employees in essential positions and for employees who would not normally work during a suspension of operations. Employees may telework during suspended operations as long as they have the advance written approval of their supervisor or manager.

Employees who perform nonessential services who cannot telework during an operational suspension may request to use compensatory time, holiday credit, personal holiday, or vacation time off, if available. Employees who cannot telework and do not have available time off balances may request to use unpaid time off.

UW parking in unrestricted spaces shall be provided as available at no cost to the employee 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 staffs, 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.

Article 17 – Joint Union Management Committee

Section 17.1. Committee Purpose and Membership.

A Joint Union-Management Committee is established to provide a forum for communications between the two (2) parties and to deal with matters of general Union/ Employer concern. The committee's function will be limited to an advisory capacity and shall

not include any decision-making or collective bargaining authority.

Committee membership shall consist of up to five (5) bargaining unit employees and a Union staff representative and an equal number of Employer representatives.

Section 17.2. Meetings.

If requested, meetings will be held twice a year at mutually agreed upon times and on an ad hoc basis as needed.

Agenda items must be provided at least fourteen (14) days in advance of the meeting. If agenda items are not provided at least fourteen (14) days in advance of the meeting either party may cancel the meeting for the quarter.

Section 17.3. 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 10 Grievance Procedure of the Agreement. Further, it is not intended that this Article obligate in any way either party to negotiate on personnel matters covered in this Agreement or to alter, limit, restrict or reduce prerogatives of either party otherwise provided in this Agreement.

Article 18 – Layoff, Rehire, Seniority

Section 18.1. Layoff.

Whenever it becomes necessary for the Employer to reduce its workforce due to lack of work, lack of funds, or reorganization, the Employer shall use the following procedure. The Employer shall identify the positions to be eliminated and the employee(s) affected and shall notify employees and the Union in writing, at least forty-five (45) calendar days in advance of implementation. Whenever possible the Employer will provide more than the minimum notice. The order of layoff for employees funded by the same research project and working in the same job profile shall be on the basis of specialized skill, knowledge, security clearance, or demonstrated ability essential to the department, program, project, or unit as determined by the Employer. Where there is no substantial difference between employees the order of layoff shall be by inverse seniority.

Section 18.2. Rehire Seniority.

- A. Rehire Seniority is defined as the length of service in calendar days with the University. Service of less than full time shall be considered full time. Calendar days spent on layoff shall not be included in computing seniority except for cyclic year positions, but does not constitute a break in service. 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. Probationary employees are not vested with seniority credits until successfully completing the probationary period.

- B. Rehire Seniority shall be lost following a break in service including resignation, termination for cause, failure to return from a leave of absence, or expiration of rehire rights.

Section 18.3. Rehire.

- A. Upon request, an Employee who is subject to layoff will be placed on the rehire list for twelve (12) months in order of seniority as defined above. The Employer shall make a concerted effort to re-employ bargaining unit members on the rehire list. Employees on the Rehire list will be offered a funded vacant position that the University intends to fill of the same job profile for which the Employee was laid off, is qualified for, and possesses the relevant specialized skills, knowledge, and demonstrated abilities as determined by the Employer.

- B. Rehire Trial Period.

Employees placed into vacant positions from the rehire list will serve a six month rehire trial period unless the appointing authority allows for a shorter duration upon placement into the position. Employees with a rehire trial period of less than six (6) months may be extended by the appointing authority. 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 twelve (12) month rehire list period. Regardless of length, the rehire trial period will be adjusted to reflect any paid or unpaid leave taken during the period.

- C. Removal from Rehire List(s).

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

1. If placement does not occur within twelve (12) months,
2. If there are two total offers of placement from the rehire list and the employee either accepts or rejects them.
3. If the employee accepts a non-rehire list position at the University.
4. Employees who notify the UW they want to be removed from the rehire list.

- D. Diversity goals and recognition of extraordinary work performance may be considered at any point during the layoff or rehire process.

Section 18.4

This Article does not apply to emergency layoffs due to acts of nature, financial emergencies, suspension of operations, or furloughs.

Section 18.5 Involuntary Permanent FTE Reduction.

An employee in a position that is not abolished but is permanently reduced in FTE status will

be notified of the reduction in writing at least thirty (30) days prior to the effective date. An Employee in a position being reduced by at least .5 FTE will have the choice of staying in the reduced position and/or being placed on the rehire list described in Section 3 (A) above. The employee must exercise this choice within three (3) working days of the notice with the notice counting as the first day.

Article 19 – New Employee Orientation

Section 19.1.

At least once per month, the Employer will offer a new employee orientation that 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 with a primary work location of the Seattle main campus to attend.

Section 19.2.

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.

Section 19.3.

If the University conducts a self-paced orientation on-line, the Union will be permitted to display a reasonable amount of information as part of the program.

Section 19.4.

For employees hired into the bargaining unit who do not attend the orientation described 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 allowed for up to thirty (30) minutes.

Article 20 – No Strikes, No Lockouts

Section 20.1.

The University 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 lock out any of the employees as a result of a labor dispute or grievance or disputes on personnel matters;

nor shall the Union in any way authorize, assist, condone, participate in, or lend support to any work stoppage, work slowdown or any other curtailment of work in the bargaining unit.

Section 20.2.

The Union shall act immediately to prevent and bring about an end to activity in violation of this Article. Actions shall include, but not be limited to, advising employees through direct contact, written and/or electronic notice that engaging in prohibited activity may lead to disciplinary action, and stating that individuals so engaged must cease such activity and return to work. Copies of such notice shall be provided to the University.

Section 20.3.

Should employees engage in any unauthorized concerted action, then once the employees have returned to work and continue working, a Joint Union/Management Committee shall immediately meet in a good faith effort to resolve the dispute.

Section 20.4.

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

Section 20.5.

Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

Article 21 – Non-Discrimination and Harassment

Section 21.1. Workplace Behavior

The Employer and the Union agree that all employees shall work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not further the University's business needs, 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. This behavior disrupts the workplace, the academic environment, and the University's ability to provide service to the public.

The University encourages anyone who has experienced or observed discrimination or harassment to report the allegation(s) in accordance with University policies and procedures and this Article.

Section 21.2. Discrimination and Harassment

No employee shall be subjected to discrimination and harassment. Executive Order (EO) No.

31 is the UW policy that applies to discrimination and harassment. EO 31 currently defines discrimination as conduct that treats a person less favorably because of the person's race, color, creed, religion, national origin, citizenship, sex, pregnancy, age, marital status, sexual orientation, gender identity or expression, genetic information, disability or veteran status. In addition, no employee shall be subjected to discrimination or harassment based on ethnic origin, political affiliation, medical condition or membership or non-membership in a union.

Section 21.3. Harassment

No employee shall be subjected to discrimination in the form of harassment. EO 31 defines harassment as conduct directed at a person because of the person's race, color, creed, religion, national origin, citizenship, sex, pregnancy, age, marital status, sexual orientation, gender identity or expression, disability or veteran status that is unwelcome and sufficiently severe, persistent or pervasive that:

- A. It could reasonably be expected to create an intimidating, hostile or offensive work or learning environment, or
- B. It has the purpose or effect of unreasonably interfering with an individual's work or academic performance. Harassment is a form of discrimination.

Section 21.4. Sexual Harassment

EO 31 currently defines Sexual Harassment as a form of harassment characterized by:

- A. Unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature by a person who has authority over the recipient when:
 1. Submission to such conduct is made either an implicit or explicit condition of the individual's employment, academic status or ability to use University facilities and services; or
 2. Submission to or rejection of the conduct is used as the basis for a decision that affects tangible aspects of the individual's employment, academic status or use of University facilities; or
- B. Unwelcome and unsolicited language or conduct that is of a sexual nature and that is sufficiently severe, persistent or pervasive that it could reasonably be expected to create an intimidating, hostile, or offensive working or learning environment, or has the purpose or effect of unreasonably interfering with an individual's academic or work performance. This also includes acts of sexual violence, such as sexual assault and sexual exploitation.

Section 21.5. Retaliation

EO 31 prohibits retaliation against any individual who reports concerns regarding discrimination or harassment, who cooperates with or participates in any investigation of allegations of discrimination or harassment, or retaliation or any individual who is perceived

to have engaged in any of these actions.

Section 21.6.

The University policy on Workplace Violence will be followed.

Section 21.7. Complaints.

A complaint may be filed as a grievance in accordance with Article 10 of this Agreement and/or following the complaint procedures in APS 46.3 In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, harassment or retaliation the grievance may be suspended for a fixed period of time by agreement of the parties. The suspension of the grievance does not prevent the parties from discussing or entering into a settlement agreement. Employees may also file discrimination complaints with appropriate federal or state agencies. The parties agree to encourage the filing of discrimination complaints through the Civil Rights Investigation Office.

Section 21.8. Timeline

A grievance alleging a violation of this Article must be submitted within one hundred and eighty (180) days of an alleged occurrence.

Section 21.9. Interim Measures

When a grievance or complaint is filed, the University will implement interim measures, if appropriate. Interim measures will be implemented in accordance with University policies and determined by the Employer. Such measures shall be designed to allow the Postdoctoral Scholar to work in an environment free from discrimination.

Section 21.10. Representation

Employees shall have the right to be represented by an advocate of their choice, including a Union representative, in the grievance or arbitration process.

Section 21.11. Diversity

The Union and the University are committed to a workforce that complies with federal and state laws and University diversity policy. The parties agree that University employment and recruitment practices are an appropriate subject for the Joint Union Management Committee.

Section 21.12. Lactation

The University shall provide accommodation for lactation in accordance with applicable laws and UW policy. Accommodation shall include providing reasonable break time for an employee to express breast milk for two years after the child's birth when the employee has need to express milk and providing a private location, other than a bathroom, if such a location exists at the place of business or worksite, which may be used by the employee to express breast milk. If the business location does not have a space for the employee to

express milk, the employer shall work with the employee to identify a convenient location and work schedule to accommodate their needs.

The University shall maintain a webpage listing the established lactation stations of which the University is aware, to include access instructions and what equipment is available at each station (e.g., sink, refrigerator). It is understood that the lactation stations listed on this webpage do not represent a comprehensive list. The parties may add lactation stations to this webpage periodically, which will be discussed at the request of either party. These lactation stations will be available to all employees.

Section 21.13. Bathroom Equity

The University shall provide access to gender-neutral bathrooms in accordance with applicable laws and UW policy. The University shall publicize the location of every all-gender bathroom on campus on a website.

Article 22 – Overtime

Section 22.1. Overtime

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 from overtime payment eligibility. Whenever overtime work is required, it must be approved in advance by the Employer.

Section 22.2. Overtime Exempt Employees

- A. Overtime-exempt employees do not receive overtime compensation or compensatory time off. Overtime-exempt employees may be required to work evenings, nights holidays, or weekends, when deemed necessary by the Employer.
- B. Employees are expected to work to complete their job responsibilities, which sometimes may involve working beyond their normally scheduled hours.
- C. An occasional supervisor-approved, partial-day absence does not require the use of paid time off.

Section 22.3. Overtime Eligible Employees

- A. Work in excess of forty (40) hours in a workweek constitutes overtime for overtime eligible employees. Only time worked shall be counted for the purpose of computing overtime compensation.
- B. Overtime worked by eligible employees shall be compensated at a rate of one and one-half (1-1/2) times the employee's straight time hourly rate.
- C. Overtime-eligible employees shall receive monetary payment as compensation for overtime worked; however, employees may request and be granted compensatory

time off accrual at one and one-half (1-1/2) times the overtime hours worked in lieu of monetary payment.

- D. Overtime work that is needed but not funded may be offered to, but not required of an employee, contingent on the employee's willingness to accept compensatory time instead of overtime payment.
- E. Compensatory time must be used or paid for by June 30th of each fiscal year unless unfunded as described in Section D. The employee's unused compensatory time balance will be cashed out every June 30th or when the employee leaves University employment for any reason. The employee's compensatory time balance may also be cashed out if required by the timeline of the funding source(s) as determined by the Employer or 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. Compensation paid to an employee for accrued compensatory time shall be paid at the rate earned by the employee at the time the employee receives such payment.
- G. 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 the fiscal year.

Article 23 – Performance Evaluations

Section 23.1. General Provisions

Supervisors or their designees will conduct performance evaluations and have performance evaluation meetings with the employees at least once per annum, starting 2023, though employees may request evaluation more frequently. Performance evaluations are intended to help employees identify opportunities for professional growth and reinforce the importance of their contributions to the University. They may be referenced in subsequent corrective action. Plans for employee development may consist of but not be limited to internal or external training, mentoring, and additional supervisory support. Evaluations shall be used to determine an employee's eligibility for promotion and/or salary adjustment.

Section 23.2. Performance Evaluation Information

Within sixty (60) calendar days of employment to a position, the employee's supervisor will meet with the employee to discuss how job duties are evaluated and provide the initial written performance expectations.

If the employee's performance goals or expectations have been changed over the course of

the year, these changes should be documented in writing by the supervisor and provided to the employee. Annual performance evaluation may include goals or expectations that have been added within the last forty-five (45) days for the purpose of feedback and documentation.

Section 23.3. Performance Evaluation Process

The supervisor will communicate with the employee about performance problems as they occur, and develop and document a joint plan for performance improvement, with the final plan determined by the Employer.

In addition, supervisors shall initiate an annual evaluation meeting. The purpose of the annual evaluation meeting is to review and discuss the employees performance. The employee shall have an opportunity to discuss the evaluation with the supervisor and is encouraged to contribute. Employees may also provide a written response that is either included as part of the evaluation form or attached to the evaluation.

The performance evaluation meeting shall include the following:

- review of the employee's job description, and making revisions if applicable;
- assessing the employee's progress toward achieving project goals and objectives;
- recognition of individual accomplishments and opportunities for growth;
- update of salary funding circumstances which may impact the employee;
- feedback from the employee on how the supervisor can support the employee's professional goals.
- Review of the current funding sources and known end dates as well as any potential prospective funding sources and projected timelines which may impact the employee.

Supervisors may solicit performance feedback from others who have knowledge of the employee's performance as appropriate. Employees may suggest individuals to provide performance feedback.

The final evaluation, with employee comments and supplemental documents attached, shall be signed by the supervisor and the employee. The employee will be provided a copy. The 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.

Section 23.4. Evaluation Forms

Performance evaluations may be completed using the University Human Resources Performance Evaluation forms.

Performance evaluations will at a minimum include the following:

- A. A copy of the current job description and previously established goals performed by the employee may be evaluated based on the following factors:
1. quality of work (e.g. competence, accuracy, neatness, thoroughness),
 2. quantity of work (e.g. use of time, volume of work accomplished, ability to meet schedules, productivity levels),
 3. job knowledge (e.g. degree of technical knowledge, understanding of job procedures and methods),
 4. working relationships (e.g. cooperation and ability to work with supervisor, co-workers, students, and clients served), and
 5. leadership skills – if applicable (e.g. training and directing subordinates, delegation, evaluating subordinates, planning and organizing work, problem solving, decision making ability, ability to communicate).
- B. Provision for employee's comments/self assessment of job duties, achievements, other activities, and references.

The performance evaluation form may be supplemented with other forms and/or information used to support the employee's evaluation. Upon request, an employee shall be provided with training/development recommendations or action plans to assist in their professional development goals.

If the evaluation and supplemental information indicates that a reclassification may be appropriate, a position review can be requested in accordance with Article 4 Classification-Reclassification, Section 4 Position Review Process.

Article 24 – Personnel Files

Section 24.1.

The Employer shall maintain files relating to employment in accordance with the applicable University policy and/or state or federal law. The Official Personnel File (OPF) for each employee will be maintained by Campus Human Resources. This office will be responsible for identifying the location of and process for accessing the file. The OPF will accompany the employee throughout their service career at the University of Washington. The departmental file will be maintained by the department.

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

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

action).

Section 24.2.

Upon written request, an employee or an employee with their representative have the right to examine all materials in the OPF that are not non-disclosable pursuant to state and/or federal laws. Information about accessing OPF is provided here: <https://hr.uw.edu/policies/official-personnel-file-access/>.

Employees also have the right to examine all materials in their departmental file and/or supervisor file that are not non-disclosable pursuant to state and/or federal laws. Upon written request by the employee to their departmental HR, the employee and/or the employee with their representative may examine the employee's departmental file and/or supervisor file. A copy of the written authorization will be retained in the employee's departmental file. Departmental files will be reviewed with the Employer representative during business hours. The employee and/or employee's representative may request copies, which may be provided at no cost if the size of the request is reasonable.

Section 24.3.

Employees shall have the right to request removal or correction of inaccurate materials in their personnel files, attach a concise statement in response to any item in the files and/or request removal of inappropriate material from the files. Removal of records is subject to the University's records retention policies.

Section 24.4.

No grievance materials shall be placed in an individual's OPF. Grievances shall not be referenced unless necessary for payroll, leave, or other similar legitimate business purposes.

Section 24.5.

No individually identifiable information in the personnel files of an Employee, including supervisory job performance evaluations, shall be made publicly available except as required under state and/or federal law.

Section 24.6.

Unauthorized parties shall not have access to any employee's OPF or departmental file.

Article 25 – PI Eligibility

Upon prior approval by the University, and according to the policies of the department and school or college, employees may serve as principal investigators on proposals submitted by the University to potential sponsors. Within nine (9) months of ratification, each department, school, or college employing members of this bargaining unit shall have a pathway by which employees are able to request principal investigator (PI) status. This shall take the form of a

written policy that describes the requirements which must be met in order for employees to be considered for eligibility as principal investigators (PIs). Requirements may include classification. Requests to be considered for PI eligibility must be submitted at least sixty (60) days in advance of any proposal submission and will be processed in a timely manner and responded to in writing by the department, school, or college. In the event of a funding deadline occurring sooner than sixty (60) days, expedited processing may be requested. The department, school, or college will have the discretion to decide to allow expedited processing. Eligibility to serve as a principal investigator does not guarantee that the University will approve any proposal developed by the PI-eligible employee. Further, the University may exercise its discretion in designating the PI for any proposal, irrespective of the contributions to the development of the proposal.

Article 26 – Privacy

The Employer will notify the Union of public records requests for information received by the UW Office of Public Records that directly concern and encompass UAW 4121's members. Notification will be provided in order to allow for a ten (10) day protest period during which the Union may attempt to seek a legal remedy in accordance with the Public Records Act (RCW 42.56).

Article 27 – Probation

- A. All bargaining unit employees who successfully complete the probationary period described in this Article, will be covered by Article 6 Corrective Action/Dismissal.
- B. Every part-time and full-time employee, following the initial appointment to a position covered by this agreement, 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.
- C. Employees who complete their probationary period shall not be required to complete another probationary period, provided there is no break in service between appointments covered by this agreement.
- D. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee takes paid time off, leave without pay, or shared leave, except for leave taken for military service or for purposes of faith or conscience under Article 35. 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.

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 prior to completing their initial probationary period will serve a new probationary period, unless adjusted by the Appointing Authority or designee 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 ten (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 21.

Article 28 – Professional Development

Section 28.1. Funding for Professional Development

Professional Development benefits both the employer and the employee. Departments are encouraged to set aside funds for professional development as budgets permit and notify employees of the request process. Those funds shall be accessible to all employees in the department. Employees wishing to utilize professional development funds should discuss potential opportunities with their supervisors during annual performance evaluation.

Utilization of professional development funds may include, but is not limited to,

- UW POD courses,
- workshops,
- trainings,
- payment of course, workshop or conference fees,
- paid time off (“release time”) to attend activities,
- payment of travel expenses,
- purchase of books, materials or subscriptions
- temporary rearrangement of work schedule or hours
- approval of unpaid leave to attend activities or study

Supervisors have discretion to approve professional development funds and/or paid release time subject to sponsor requirements.

Employees who have received outside funding or scholarships for professional development

opportunities may request paid release time to attend provided the opportunity aligns with University's mission. The Employer will make every effort to allow the employee to participate in the training or conference on paid release time consistent with sponsor requirements. Employees attending events paid for by supervisor approved professional development funds will not be required to take personal time off to attend during work days.

Section 28.2. Professional Leave with Pay

Eligibility.

Employees are eligible to apply for a professional leave not earlier than their seventh year of service in their UW positions, or not earlier than in the seventh year after return from a previous UW professional leave with pay. Where applicable, eligibility may be contingent upon approval by an external funding agency. Evaluation of a professional leave with pay request takes into consideration how fulfillment of the plan is anticipated to enhance the value of the individual's service to the university and both the employing unit's and the employee's ability to fund and fulfill the plan as described.

Request Process.

- B. Complete the Professional Leave with Pay Application at least six (6) months before the date the requested leave is to begin. The request must be approved by the employee's supervisor, the employing unit's dean or vice president, and by the HR Operations Office that serves the unit. After approval, employees whose leave is managed in Workday will request a LOA Professional Leave in Workday.

Length of Leave.

- C. Professional leave with pay may be granted for any period of time up to a maximum of nine (9) months.

Compensation.

- D. If approved, the University will provide salary support for the period of the leave as follows:
1. Full salary for a leave not exceeding three (3) months;
 2. Three-fourths (3/4) salary for a leave greater than three (3) months up to six (6) months;
 3. Two-thirds (2/3) salary for a leave exceeding six (6) months to nine (9) months.
 4. If the applicant secures grant support that is designated for salary, the funds can be applied to bring the employee's pay up to full salary during the leave. Any grant funds in excess of those necessary to achieve full salary payment, are used to reduce the University's contribution from other fund sources.

5. Except in unusual circumstances, the combined compensation for an individual on professional leave may not exceed the individual's regular salary. If the leave will be spent in a particularly high cost-of-living area, or where the work to be performed requires extraordinary expense, the HR Operations Office serving the unit may approve a combined salary that exceeds the employee's regular salary.

Supplemental Employment.

- E. An employee on professional leave with pay may not accept paid employment during the period of the leave except where the purpose of the leave is for professional practice or experience that cannot be obtained otherwise, and must be approved at the time of the request for professional leave. Supplemental employment should not carry with it responsibilities that interfere with the purpose for which the leave is granted. Salary from other employment while on professional leave will be applied in the same manner as grant support.

Agreement to return.

- F. In order to be granted professional leave the employee must agree in writing to return to their University position for a period equivalent to the length of the leave. Pursuant to RCW 28B.10.650, if the employee does not comply with this agreement, the employee is obligated to repay all remuneration received from the UW during the period of the leave.

Report of Leave.

- G. Within one (1) month of returning to work at the University, the employee must submit to the appropriate dean or vice president a summary of the activities in which the employee was engaged while on leave. The summary must provide details explaining the leave's value to the University and to the employee's professional development.

Section 28.3. Mentorship

Mentorship is a supportive, learning and professional relationship between people who have specific skills and knowledge (mentors) and individuals (mentees) who need or want the same skills and advantages to move up in work, skill level, or performance.

Article 29 – Reasonable Accommodation of Employees with Disabilities

Section 29.1. Disability Accommodation

The University's disability accommodation interactive process is designed to explore reasonable accommodations for employees with medical conditions or disabilities. The Employer and Union will comply with all relevant federal and state laws, regulations,

executive orders and 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.

Section 29.2.

The University's Disability Services Office provides services to staff with disabilities, including accommodation advice and resources. Accommodations are provided on an individual basis and created in collaboration with the requesting employee, the appropriate University personnel, and the Disability Services Office.

An employee who believes that a medical condition is affecting their ability to perform their job may begin the accommodation request process. An employee may contact the Disability Services Office (DSO), their HR Consultant, or their supervisor to begin the accommodation request process. An employee is not required to begin the request process by contacting their supervisor, and may contact their HR Consultant or the DSO instead of their supervisor. An employee is not required to disclose their medical reason for an accommodation with their immediate supervisor.

Section 29.3.

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 the Employer's expense. Medical information disclosed to the Employer will be kept confidential and stored separately from the employee's Official Personnel File (OPF). The University will respond to completed accommodation requests as soon as possible. The employee may elect to be accompanied by a Union representative.

Section 29.4. 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.

Section 29.5.

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

Alternative Job Search: If an employee has exhausted all time off and leave options, the University has determined that it is not possible to accommodate the employee in their current position, and the employee has been released to work, the University will attempt to

place the employee in an open position under the following conditions and in accordance with DSO procedures:

- A. The position has a comparable or lower salary range or grade as the current position.
- B. The employee meets the position's minimum qualification and special skill requirements.
- C. The employee is able to perform the position's essential functions, with or without accommodation.
- D. The University does not create new positions, displace other employees, offer a promotion as a form of accommodation, or alter the FTE of the position. The position will normally be of the same type (e.g., regular, hourly, or student).

Section 29.6.

An employee who is unable to perform the essential functions 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. The employee will be provided written notice of the disability separation. Disability separation is not a corrective action.

Section 29.7. 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 17lbs. 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 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 any employee's request for reasons of significant difficulty or expense.

Article 30 – Recognition of Work

Section 30.1.

Executive Order No. 36 ("Patent, Invention and Copyright Policy") shall be incorporated into this Agreement in its entirety.

Section 30.2.

Executive Order No. 61 ("Scientific and Scholarly Misconduct") shall be incorporated into this Agreement in its entirety.

Section 30.3.

The University retains the right to amend, change or alter these policies at any time. The University will notify the Union of any substantive changes.

Section 30.4.

The parties agree that the only time the Grievance Procedure of this Agreement will apply to these policies is in the event of dismissal or discipline of an RSE as a result of a misapplication of an element of these policies.

Section 30.5.

Employee contributions to their science shall be appropriately recognized. Publication credits shall accurately reflect the contributions and work of the individuals involved as determined by the University.

Article 31 – Reversion Rights

Reversion rights to classified positions are governed by Washington State civil service law (RCW 41.06.070). Employees who have reversion rights, must request to exercise them within 30 days of the termination of the exempt position.

Article 32 – Salary Overpayment Recovery

- A. When the 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 overpayment notification explained.

- Method of Payback

1. The employee must choose one (1) of the following options for paying back the overpayment:
 - a. Voluntary wage deduction,
 - b. Cash, or
 - c. Check (separated employee)
 - d. Vacation (if under 240 hours only) or compensatory time balances.
 2. The employee may propose a payment schedule to repay the overpayment to the Employer. If the employee's proposal is accepted by the Employer, the deductions shall continue until the overpayment is fully recouped. Nothing in the section prevents the Employer and employee from agreeing to a different overpayment amount than specified in the overpayment notice or to a method other than a deduction from wages for repayment of the overpayment amount.
 3. If the employee fails to choose one (1) of the four (4) options described above, within twenty (20) days of written notice of overpayment, the Employer will deduct the overpayment owed from the employee's wages or the amount due may be placed with a collection agency. This overpayment recovery will not be more than five percent (5%) of the employee's disposable earnings in a pay period. Disposable earnings will be calculated in accordance with the Attorney General of Washington's guidelines for Wage Assignments.
 4. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.
- 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.
 - Appeal Rights: Any dispute concerning the occurrence or amount of the overpayment

will be resolved through the grievance procedure in Article 10 of this Agreement. The Employer will suspend attempts to collect an alleged overpayment until the grievance process has concluded.

Article 33 – Subordination of Agreement and Savings 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.

Article 34 – Telework and Work Location

Section 34.1.

University policy permits employees to telework (either occasional, hybrid or fully remote) when the employee's supervisor (or other designated official as outlined <https://hr.uw.edu/hybridwork/managing-the-hybrid-workplace/determining-eligibility-for-hybrid-or-remote-work/>) 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, or those required by the research project or sponsor, while teleworking.

Determinations are at management discretion and should be made thoughtfully, not based on any one factor alone, and reviewed with the employee for any changes or updates at least annually. Determinations should also be made in a consistent, fair and transparent way that prioritizes equity and employee engagement. The denial of a telework request is not subject to Article 10 Grievance Procedure.

- A. Telecommuting 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. Telecommuting 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. Telecommuting can also serve as a way to keep inclement weather from interrupting operations.
- B. All requests for occasional, hybrid or remote telework require a written telework agreement. Occasional telework requires written supervisor approval; hybrid telework designation requires Unit Head (or Unit Head designee) approval and an annually-reviewed telework agreement; a telework designation of remote requires an annually-reviewed telework agreement approved by the Unit Head. Remote and/or hybrid work

must not conflict with UW policy, a mandatory place of work that is specified in an employee's job description, and/or the requirements of the research project or its sponsor. Responsibility for telework equipment will be documented in the written telework agreement.

- C. Every effort will be made to ensure that all staff will be treated equitably, regardless of telework agreement, in matters such as performance assessment, training, professional development, and advancement.
- D. Employees may have a domestic work location outside of Washington when they receive advance approval. Approval for out-of-state hiring or for current employees to work out of state is granted by the Dean or Director of the School/College/Unit and must be supported by a compelling policy, critical skill-based, or family health circumstance.
- E. The University does not maintain an equipped workspace at a University work site for remote employees whose official work location is their personal residence. Departments with remote employees are required to reimburse and/or provide the equipment and supplies which they deem necessary to enable remote employees to perform their work, in accordance with the University's policies governing reimbursement of business expenses. Upon termination, all Employer issued equipment must be returned.
- F. Hiring managers are encouraged to discuss telework options, if applicable, with candidates during the interview and hiring process.

Section 34.2. Changes in Telework or work location

- A. The Employer will provide employees no less than thirty (30) days' notice of a change in the employee's official work location that is permanent or anticipated to last at least six months, unless the change is for alleged misconduct or an emergency.
- B. Employees and managers must sign and comply with the requirements of any telework agreement. A telework agreement may be terminated by the department at any time with thirty (30) calendar days' notice, unless it is for alleged misconduct or an emergency, in which case, it may be terminated immediately.
- C. Telework agreements are meant to be responsive to the changing needs of the workplace, and should be reviewed and updated both as needs change and, at a minimum, annually.
- D. Employees and supervisors are encouraged to keep an open dialog during work location changes. Nothing in this Article prevents employees and supervisors from working together to facilitate changes in work location, including time periods longer than thirty (30) days.

Article 35 – Time Off and Leave

Employees are encouraged to consult with their Leave Specialist, Unit HR Manager, or HR Consultant regarding shared leave and other time off options in instances where balances are low.

Section 35.1. Family member

For the purposes of this Article, "family member" means the employee's child or parent (including biological, adopted, foster, or legal guardian, or de facto parent), spouse or registered domestic partner; grandparent; grandchild; or sibling. Family member includes individuals in the following relationships with the employee's spouse or registered domestic partner: child, parent, or 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" or "half" relationship.

Section 35.2. Bereavement time off

In the event of the death of an Employee's family member, including the miscarriage or stillbirth, an Employee shall be granted paid bereavement time off. The amount of paid time off shall be only that which is required to attend the funeral and/or make arrangements necessitated by the death, but in no event shall it exceed three (3) days. If additional time off is needed, the Employee may request the use of available compensatory time, vacation time off, or sick time off. The Employee must inform the supervisor as soon as possible of the need for bereavement time off.

Section 35.3. Vacation Time Off

- A. To the degree possible vacation time off shall be scheduled in accordance with the preference of the employee.
- B. Accrual. The vacation accrual rate is determined by the employee's length of service. Time off accrues at the end of the month in which it is earned and is available for use the following month. Newly hired staff who start work before the 16th of the month accrue vacation time off during the first calendar month of employment. Newly hired employees who start work on or after the 16th of the month begin accruing vacation time off at the end of the second calendar month of employment.

Length of Service		Vacation Time Off Accrual Rate	
Year	Month	Hours / Month	Days/Hours per Year
1st	0-12	10	15/120
2nd	13-24	10.67	16/128

Length of Service		Vacation Time Off Accrual Rate	
3rd	25-36	11.34	17/136
4th	37-48	12	18/144
5th	49-60	12.67	19/152
6th	61-72	13.34	20/160
7th	73-84	14	21/168
8th	85-96	14.67	22/176
9th	97-108	16	24/192
10th	109-120	16.67	25/200
11th & Above	121 & Above	17.34	26/208

- C. Part Time Accrual Rates. Part-time employees accrue vacation on a prorated basis based on their full-time equivalent (FTE). Employees whose FTE changes during a calendar month accrue vacation time off based upon the average of the highest FTE held in each pay period in the month.
- D. Time Off Accrual – Effect of Unpaid Time Off. An employee does not accrue vacation hours during a calendar month in which they have taken more than ten (10) equivalent days of their FTE as unpaid time off. For 1.0 FTE, that would be eighty (80) hours; for 0.5 FTE, that would be forty (40) hours. The ten (10) days includes any holidays that an employee took without pay.
- E. Time Off Accrual During an Employee’s Final Month of Work. Employees who terminate from UW employment on or after the 16th of the month accrue time off for the month of termination. Employees who separate from UW employment prior to the 16th of the month do not accrue any time off for the month of termination.
- F. Vacation Scheduling. All vacation time off requests must be submitted according to departmental policy and be approved by the Supervisor prior to commencement. Additional approval may be required if applicable. The Employer will make every effort to honor vacation requests that are made in a timely manner. Paid time off balances are charged in the following order when an employee requests vacation:
1. Holiday credit
 2. Compensatory time (for overtime eligible employees)
 3. Vacation time off
- G. No Cap on Vacation Time. While employees are encouraged to keep vacation time off

balances below two hundred forty (240) hours, they are allowed to carry larger balances when work obligations prevent them from using vacation time. Employees do not need extension approvals from UWHR in order to exceed a balance of two hundred forty (240) hours.

- H. Vacation Time Off Cash Payment. Any employee who has been employed for at least six (6) continuous months, who either resigns or retires, is laid-off or is terminated by the University shall be entitled to accrued vacation pay up to two hundred forty (240) hours.
- I. When an employee transfers to a position other than those described in Section 3(J) without a break in service, accrued vacation time off balances transfer with the employee and the employee is immediately subject to the rules and limits applicable to the new employment program.
- J. Employees who move from a bargaining unit position to academic or, student positions will be paid for their unused vacation time off balance to a maximum of two hundred forty (240) hours, provided that they have completed a minimum of six (6) months' employment.

Section 35.4. Sick Time Off

- A. Accrual. Full-time employees accrue eight (8) hours of sick time off for each month of completed regular monthly service. Employees with unpaid time off exceeding 80 hours in a month (prorated for part-time) will earn a monthly accrual proportionate to the number of hours in pay status, in the month to that required for full-time employment.
- B. Sick Time Off Use
 - 1. Because of and during any physical or mental illness, disability or injury which has incapacitated the employee from performing required duties.
 - 2. By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.
 - 3. Because of a health condition of a family member that requires treatment or supervision, or that requires the presence of the employee to make arrangements for extended care.
 - 4. Sick Leave may also be used to provide emergency child care (as defined in the Employer's Family Care Emergencies Absence Policy) or because of bereavement (Section 35.2).
 - 5. For personal medical, dental or optical appointments or for family members' appointments when the presence of the employee is required, if arranged in advance with the Employer.
 - 6. Parental leave

- 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 authorized. All available compensatory time must be used prior to accrued vacation time off, unless this will result in the loss of vacation time.
- D. Restoration of Vacation Time Off. In the event of an incapacitating illness or injury during vacation time off, the employee's supervisor may authorize the use of sick time off and the equivalent restoration of any vacation time off otherwise charged. Such requests shall be in writing, and a medical certificate may be requested.
- E. 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 manager or Human Resources according to departmental policy. The Employer will not make unreasonable requests for sick time off verification.
- F. Sick Time Off Cash Out. Eligible employees may elect to receive monetary compensation for accrued sick time off as follows:
1. 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 (25%) and shall be based on the employee's current salary. All converted hours will be deducted from the sick time off balance.
 2. Employees who separate from University service due to retirement or death shall be compensated for the unused sick time off accumulation from the date of most recent hire in a leave eligible position with the State of Washington at the rate of twenty-five (25%) and shall be based on the employee's current salary. All converted hours will be deducted from the sick time off balance.
 3. Upon request, former eligible employees who are re-employed within five years shall be granted all unused sick time off credits, if any, to which they are entitled at time of separation.
- G. Family Care Leave. In accordance with RCW 49.12 and WAC 296-130, employees shall be allowed to use any or all of their choice of sick time off or other paid time off to care for a family member 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.

Section 35.5. Washington Family Medical Leave Program- PFML

- A. The parties recognize that the Washington State Family and Medical Leave Program

(RCW 50A) is in effect beginning January 1, 2020, and eligibility for an 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, the parties will meet and bargain the effects of the changes.

- B. 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 approved for PFML family leave per RCW 50A.05.010(10)(d), sick time off, vacation time off, personal holiday, or holiday taken time off.
- C. Employees requesting PFML benefits through the Employment Security Department must provide notice to the University as outlined under RCW 50A.15.030.

Section 35.6. Federal Family and Medical Leave Act (FMLA) and Parental Leave

- A. Consistent with the federal Family and Medical Leave Act of 1993, an employee who has worked for the state for at least (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:
 - 1. parental leave to care for a newborn or newly placed adopted or foster child; or
 - 2. personal medical leave due to the employee's own serious medical condition that requires the employee's absence from work; or
 - 3. family medical leave to care for a family member who suffers from a serious medical condition that requires care or supervision by the employee.
- B. 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.
- C. 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.
- D. FMLA leave may be taken intermittently or as part of a reduced work schedule when medically necessary.

- E. Parental leave is defined as: up to six (6) 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. Parental leave may extend up to six (6) months, 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.
- F. To be paid during Parental leave the employee must use accrued vacation time off, sick time off up to eighteen (18) weeks seven hundred twenty (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 leave prior to going on leave without pay.

Section 35.7. Faith and Conscience Time off

- A. In accordance with RCW 1.16.050, employees will have the option to take up the two (2) unpaid holidays per calendar year for a reason of faith or conscience or for an organized activity conducted under the auspices of a religious denomination, church or religious organization.
1. The Employer will allow an employee to use compensatory time, personal holiday or vacation time off in lieu of unpaid time off. All requests to use compensatory time, personal holiday or vacation time off requests must indicate the paid 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.
 2. An employee's seniority date will not be affected by unpaid time off taken for a reason of faith or conscience.
 3. Employees will only be required to identify that the request for 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.

Section 35.8. Civil / Jury Duty Time Off.

- A. For the purposes of this Section, paid time off will be the salary the employee receives in their appointed position plus any additional monies (including, but not limited to shift differential and assignment pay) and benefits.
- B. Civil duty 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.

Section 35.9. Leave Related to Domestic Violence, Sexual Assault or Stalking

A. As required by state law, and in accordance with University Administrative Policy Statement 46.8, the University will grant a reasonable leave of absence and/or reasonable safety accommodations to an employee who is a victim of domestic violence, sexual assault, or stalking. Time off may also be granted to an employee who has to assist a family member who is a victim of domestic violence, sexual assault or stalking. The parties will continue to work to promote knowledge of this employee right.

Section 35.10. Military Leave

- A. Military Leave 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 twenty one (21) work days of paid military leave annually from October 1 through September 30. Such paid military time off shall be in addition to any compensatory time, holiday credit, vacation or sick time off to which the employee might be otherwise entitled, and shall not involve the reduction of any benefits, performance rating, privileges or base 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 leave only for the first calendar day.
- B. 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.
- C. 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 five (5) years in addition to any time covered by the provisions of Section 10. During an unpaid military leave of absence, an employee is entitled to receive:
1. retirement benefits and service credit in accord with the provisions of the applicable retirement system;
 2. paid medical and dental insurance if in pay status at least eight (8) hours per month
 3. other health plan coverage at the employee's request and expense for a limited period of time as determined by the Health Care Authority;
 4. 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 services at the conclusion of the leave in accord with applicable Federal and State laws related to military leave; and

5. any additional benefit required by then-applicable state or federal law.

- D. 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.
- E. Following release from military service, an employee shall have the right to return to 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.
- F. 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.

Section 35.11. Work Related Injury Leave

- A. 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.
- B. Employees who are in unpaid status for up to six (6) months due to a work-related injury, upon written request and proof of continuing disability, shall maintain their seniority. Employees who are in unpaid status for more than six (6) months may maintain their seniority if granted by the employing official.
- C. Employees who suffer a work-related injury or illness that is compensable under the state workers' compensation law may select time loss compensation exclusively, leave payment exclusively or a combination of the two.
- D. The University's policies on family and medical leave, sick time off and disability accommodations apply to employees with work related injuries or illnesses.

Section 35.12. Miscellaneous Leave

- A. Leave of Absence Without Pay. In addition to the circumstances specified elsewhere in this Agreement, the Employer, in its discretion may approve a leave of absence without pay for the following reasons specified below. Leaves of absence 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.

B. Leave without pay may be granted for the following reasons:

1. Child or elder care emergencies
2. Governmental service
3. Citizen volunteer or community service
4. Conditions applicable for leave with pay
5. Education
6. Formal collective bargaining
7. Leave taken voluntarily to reduce the effect of a layoff
8. Union project activities
9. As otherwise provided for in this Agreement

C. Leave without pay for the following reasons is not covered by this Section:

1. Compensable work-related injury or illness, (Section 11)
2. Military service (Section 10)
3. Leave for serious health condition taken under the provisions of the Family and Medical Leave (Section 6)
4. Leave authorized by the Employer as part of a plan to reasonably accommodate a person of disability (Article 29)
5. Disability due to pregnancy or childbirth (Section 6)
6. Parental leave (Section 6)
7. Union activities (Article 39)

D. 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 of absence without pay must meet the following conditions:

1. The employee must have completed probation
2. The employee must have a bona fide intention of returning to work following the leave
3. The leave of absence without pay must not, in the discretion of the University, interfere with operational needs.

E. Cancellation of Leave of Absence Without Pay. The Employer may cancel a leave of absence 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 canceled. 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.

- F. Benefits During Leave. Employees are encouraged to contact the Employer's Benefits Office (phone # 206-543-4444, benefits@uw.edu) prior to any leave without pay to understand impact on benefits and learn about other points to consider.
- G. 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 of absence without pay or to another position in the same classification in the same geographical area as an organizational unit. In the event the employee's position is substantially impacted during the time the employee is on leave of absence without pay, the employee will be notified in writing and provided a time in which to exercise any rights available pursuant to this Agreement.
- H. Educational Leave. After applicable accrued time off has been exhausted, leave of absence without pay may be granted for duration of actual attendance in an educational program.
- I. Government Service Leave. After applicable accrued time off has been exhausted, leave of absence without pay may be granted for government service in the public interest, including but not limited to the U.S. Public Health Service or Peace Corps.
- J. Volunteer or Community Service Leave. After applicable accrued leave has been exhausted, leave of absence without pay may be granted for community volunteerism or service.
- K. Formal Collective Bargaining Leave. Leave without pay may be granted to participate in formal collective bargaining sessions authorized by RCW 41.56 as mutually agreed by the parties.
- L. The use of leave for certain emergency services personnel will be granted in accordance with RCW 49.12.460.
- M. Leave for organ donors will be granted in accordance with UW APS 45.9.

Section 35.13. Shared Leave

- A. 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 time off to financially aid other state employees who will need to take unpaid time off or separate from employment because of:
 - 1. Having a severe or extraordinary illness; or
 - 2. Having caregiver responsibilities for a relative or household member with a severe or extraordinary illness; or
 - 3. The employee is serving as an approved emergency worker; or
 - 4. When voluntarily or involuntarily serving in one of the uniformed services; of the

United States, or

5. Being 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
6. Sickness or temporary disability due to a pregnancy-related medical condition or miscarriage; or
7. 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.

B. Shared Leave Program. The shared leave program is administered consistent with state law and applicable provisions of University policy APS 45.10. 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.

C. WA State Shared Leave Pool Programs. In accordance with state law and applicable provisions of University Policy APS 45.10, eligible state employees may donate leave to the following shared leave pool programs:

1. Uniformed Services Shared Leave Pool Program
2. Foster Parent Shared Leave Pool Program
3. Veterans' In-State Service Shared Leave Pool Program

Article 36 – Transportation and Commute Reduction

Section 36.1. U-PASS

Bargaining unit employees, working in Washington State will not be charged a fee for a U-PASS. Activation and maintenance of this benefit are subject to UW Transportation Services requirements.

Section 36.2. University Transportation Committee (UTC)

The UTC will designate one (1) permanent position on the committee to a Union selected RSE A-4. Their appointment and term will be determined by the Union.

Section 36.3. Notice

At sites operated by the University Transportation Services Department, the Union will have the option to bargain the impacts of any changes to parking access policy that will affect bargaining unit employees. This does not include parking rate increases, parking payment automation, or increases/decreases to the number of parking spaces.

Section 36.4.

All bargaining unit employees shall have access to the same parking related services and programs that are available to, and on the same basis as, full-time staff of the University.

Section 36.5.

Employees working on the Seattle Campus will have access to Husky Night Walk and UW Night Ride services in accordance with University policy.

Section 36.6.

If an employee's designated work location does not provide access to have shower facilities, upon the request of the employee, access to shower facilities may be granted at a nearby University-controlled building that has available employee shower facilities. Employees may only request access for themselves and not multiple people. Employee requests to use a shower facility in an area the employee would not otherwise be granted access will not be considered. Nothing in this section is subject to Article 10 Grievance Procedure.

Article 37 – Travel

Section 37.1.

Any employee required to travel to a place of work other than their official duty station shall be reimbursed for travel costs if eligible, in accordance with University of Washington Administrative Policy Statements, Section 70. Reimbursements will be processed within thirty (30) days of submission of all required reimbursement forms and receipts.

Section 37.2.

Bargaining unit employees are eligible to apply for an Individual Travel Card with department/unit approval. The University will encourage employees who regularly travel as part of their work duties to use the Individual Travel Card in accordance with University policy.

Article 38 – Tuition Exemption Program

Section 38.1.

The Tuition Exemption Program is one of the University of Washington's most valuable benefits. Eligible employees who wish to take a course in addition to their regular work responsibilities 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 or vacation time off for employees who wish to take a course during their regular work hours. The course is not required to benefit the department.

Section 38.2. Release Time and Fees

When an employee is required to take a tuition exempt class by the Employer, all fees and related costs will be paid by the Employer. Required attendance outside of regular working

hours will be considered time worked.

Article 39 – Union Rights

Section 39.1.

Except for employees working at UW Applied Physics Laboratory, each pay period UW shall provide the following three (3) 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

Deduction amount dues

Deduction amount fees

Deduction amount other
Deduction amount VCAP
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

B. All appointment list

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

ID by each worker.
Appointment budget number(s)
Beginning date
End date
Department and /or hiring unit
College/Org name
Job Classification
Job Classification Code
Full time salary
Appointment/FTE Percentage
Appointment status
Distribution line information.
Position number
Earnings in last pay cycle
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

Section 39.2.

Following ratification and approval by the parties, the University shall publish the Agreement on a designated website.

Section 39.3.

In accordance with University/Department policy on access, representatives of the UAW shall be permitted access to employees' work spaces for the performance of official Union business. Union representatives will not engage in any disruption of University operations, interfere with the assignment and direction of employees or in any way impede the discharge of any employee's duties and responsibilities.

Section 39.4.

The University agrees to furnish conference and/or meeting rooms for Union meetings upon prior request by the Union in accordance with University policy and cost.

Section 39.5.

The Union may designate a number of stewards appropriate to the size of the unit who shall be members of the bargaining unit. A steward who is processing a grievance in accordance with the grievance procedure of this Agreement shall be permitted reasonable paid release time to meet with University representatives and process the grievance. Time off for processing a grievance shall be granted to a steward by a supervisor following a request, but in consideration of job responsibilities. If permission for time off cannot be granted, the University shall arrange for release time off at the earliest possible time thereafter. The University will work in good faith to find ways to allow Employees designated as stewards the time necessary to perform their responsibilities, which may include a reduced work assignment for the Employee. The Union will work in good faith with the University in the designation of stewards so as to avoid appointing a steward in situations that would create a hardship to the University.

Section 39.6.

The Union will submit to the Office of Labor Relations the name of each steward and the assigned jurisdiction of the steward. In the event of a re-designation of stewards, notice shall be provided to the University at least two (2) days prior to the date such steward is recognized. Stewards will only process grievances within their steward jurisdiction, unless otherwise mutually agreed.

Section 39.7. Release time for Successor Agreement Bargaining

The University shall provide paid release time without loss of pay for up to five (5) employees, designated by the Union for the purpose of bargaining a replacement agreement during normal working hours, provided that such representatives shall remain responsible for fulfilling all of their employment duties and responsibilities. Employees shall comply with their PI or supervising manager's normal procedures for notifying the PI or supervising manager and obtaining permission for such time, provided that permission shall not be unreasonably withheld.

Section 39.8.

The University will provide reasonable access to existing bulletin board space for the Union in UW owned and controlled spaces where represented Employees work.

Article 40 – Union Security**Section 40.1. Union Membership.**

Employees who are covered under this Agreement may choose to execute a Union membership and payroll deduction form. The UAW will provide the University with the formula for calculating the dues and initiation fees.

Section 40.2.

Upon ratification of this Agreement, the Union shall notify all employees of the option that they may join the Union. The notice shall include an application for Union membership card and a dues authorization card. The notice shall be provided to all employees both electronically and in hard copy.

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 with new or changed deduction authorizations. The Employer will provide instructions and templates for the web based electronic reporting system and provide a calendar of required payroll cut-off dates.

Section 40.3.

Upon notification from the Union of an employee's written authorization, the University shall

deduct Union dues from each paycheck and remit the same together with a list of names of the employees from whom deductions were made. The list shall contain: the employee's name, unique ID number, home department, amount of dues/ initiation fees/VCAP deducted and gross wages. The University shall transmit this data in electronic format.

Section 40.4.

Payroll deduction notifications will be processed in the pay period received. Payroll deduction notifications received by the deduction cutoff deadline for a pay period will be processed for the payday that corresponds to that pay period. The University is not required to make retroactive deductions if an employee is out on an unpaid leave of absence or other unpaid status. The University will determine the deduction cutoff deadline for each pay period and inform the Union in writing of all such deadlines, or changes to deadlines, as soon as is practicable but no later than two (2) weeks prior to the implementation of a new deadline.

Section 40.5.

The University shall electronically transmit to the Union on the first bank working day after each payday all dues, initiation fees and VCAP deducted for that pay period.

Section 40.6.

The Union specifically agrees that the University shall assume no obligation other than that specified in this Article, or any financial liability, including the payment of any retroactive dues/service fees, arising out of the provisions of this Article. Further, the Union agrees that it will reimburse the University for any costs and indemnify and hold the University harmless from any claims, actions or proceedings by any person or entity arising from any deductions made or other actions taken under this Article. This indemnification includes the cost of representation.

Section 40.7.

If an employee contacts the University to request that payroll deduction be ended, the University will promptly refer the employee to the Union to process the request. The University may request a copy of an employee's signed card at any time.

Article 41 – VCAP

Upon presentation of a legible signed authorization form executed by an employee, the University agrees to provide a voluntary check off for the UAW Voluntary Community Action Program (VCAP) in accordance with the following provisions:

- A. The authorization form must be mutually agreed upon by the parties and contain specific UW payroll language as determined by the University. If the authorization form

is not legible, as determined at the sole discretion of the University, the form will be returned for clarification.

- B. The employee must be an active dues-paying member for the VCAP deduction to occur.
- C. The VCAP deduction must be in a flat dollar amount and shall either be deducted from the employee's first paycheck of the month or will be divided equally between the two monthly paychecks, as determined by the University.
- D. This provision is for regular recurring payroll deductions and shall not be used for one (1)-time deductions.
- E. An employee may discontinue the VCAP deductions at any time upon written notification to the Payroll Office.
- F. The UAW shall be responsible for any reasonable initial and ongoing processing costs associated with setting up and maintaining this additional check off. Costs will be determined at the sole discretion of the University consistent with charges made for other similar deductions. VCAP collections less any processing charges will be remitted to the UAW VCAP on a monthly basis. The remittance listing for this deduction will be added to the Union deduction information already provided to the Union.
- G. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions 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 on account of any deduction made from the wages of such employee.

Article 42 – Compensation

Section 42.1. General Provisions

The UAW-UW Research Scientist / Engineer A-4 and UAW-UW APL classifications with their respective salary ranges are provided in Table 1 below. The class specifications for these jobs are considered in effect upon the execution of this contract. No employee may be hired below the salary range minimum.

Across-The-Board Increases- If ratified by the Union by July 15, 2023

- A. Effective October 1, 2023, all employees shall receive an across-the-board increase of four percent (4%).
- B. Effective November 1, 2024, all employees shall receive an across-the-board increase of three and a half percent (3.5%).
- C. Effective November 1, 2025, all employees shall receive an across-the-board increase of three and a half percent (3.5%).
- D. Effective April 1, 2026, all employees shall receive an across-the-board increase of one percent (1%).

- E. When an across-the-board increase coincides with the effective date of a promotion or reclassification date and/or a market or range adjustment, the across-the-board increase will be applied first.

Section 42.2. Salary Setting Upon Promotion or Reclassification to a Job Class with a Higher Salary Range

Upon promotion or reclassification from one UAW-UW Research Scientist/Engineer A-4 position or UAW-UW APL to another UAW-UW Research Scientist/Engineer A-4 or UAW-UW APL position with a higher salary range, the affected employee shall receive a salary no less than the salary range minimum of the new job class and no higher than the salary range maximum.

Section 42.3. Salary Setting Upon Lateral Movement

Movement to a different UAW-UW Research Scientist/Engineer A-4 or UAW-UW APL position in the same salary grade range does not require or preclude a salary adjustment.

Section 42.4. Salary Setting Upon Movement to a Job Class with a Lower Salary Range

An employee who voluntarily moves or is reclassified to a UAW-UW Research Scientist/Engineer A-4 or UAW-UW APL job class with a lower salary range shall be paid a salary no less than the salary range minimum of the new job class and no higher than the salary range maximum of the new job class. The Employer will consider equity and years of service in salary placement.

Section 42.5. Pay Increases

A. In-grade Salary Adjustments.

The Employer, at its discretion, may approve in-grade salary increases for any employee in the bargaining unit at any time, for the following reasons: a change in level of duties and responsibilities, meritorious performance with increased level of functioning, market competitiveness or retention, employment offer or active recruitment from outside of the University, or internal equity.

B. Increases to Salary Ranges for Recruitment/Retention.

The Employer may increase the salary range of UAW-UW Research Scientist/Engineer A-4 or UAW-UW APL job classes that are experiencing recruitment/retention problems, upon thirty (30) days' notice to the union and the opportunity for the union to bargain.

C. Pay Exceeding Salary Range Maximum.

The Employer may provide compensation to individual employees at rates above the maximum for their job class upon request by unit HR staff and approval by the UW HR Compensation Office.

Section 42.6. Pay for Teaching

In its sole discretion, the Employer may approve payment for teaching a for-credit course when the teaching is clearly in addition to the employee's regular bargaining unit duties. Teaching for-credit courses always requires a faculty appointment and should never be included as part of an employee's regular job duties. An employee who wishes to teach a for-credit course may do so, but only through a concurrent faculty appointment. Depending upon the duration and frequency of the teaching assignment, associated compensation will occur through Period Activity Pay or a shift of FTE from the employee's job classification to a separate and distinct faculty position.

In addition, teaching for-credit courses requires Academic Human Resources approval in advance.

Section 42.7. Excess Compensation for Exceptional Circumstances

Under exceptional circumstances overtime exempt positions may qualify for "excess compensation" or "additional compensation" as determined by the employer for work that is not part of a position's regular duties, and that is typically performed outside of the employee's regular department. Excess compensation may not exceed twenty-five percent (25%) of the employee's regular annual salary.

Section 42.8. Temporary Pay/Salary Increase

An employee who for ten (10) or more days is temporarily assigned additional duties may receive a temporary pay increase of at least five percent (5%) over their current salary. The temporarily assigned duties may be at the same level or at a higher level (i.e., duties belonging to a job classification in a higher salary range). The pay increase will be retroactive to the first day of working the additional duties.

Section 42.9. Administrative Supplement

An administrative supplement is a lump sum amount added monthly to an employee's gross monthly salary to recognize the assumption of higher-level administrative responsibilities. Only overtime exempt staff are eligible to receive administrative supplements.

Section 42.10. Sea and Remote Research Pay:

In recognition of hardships imposed during the performance of duty in remote field locations, the Employer may provide Sea and Remote Research pay (SRR) during a research cruise or trip. SRR is only paid to employees in overtime exempt classifications when qualifying conditions are met as determined by the Employer. SRR may be offered in the form of additional pay, equivalent time off, or a combination of the two, upon mutual agreement.

Table 1. Job Classifications

Search:

Job Code	Job Profile	Minimum (monthly)	Maximum (monthly)
23543	Research Scientist/Engineer Assistant (NE S UAW RSE)	\$3,424	\$7,251
23545	Research Scientist/Engineer 1 (NE S UAW RSE)	\$3,667	\$7,765
23544	Research Scientist/Engineer 1 (E S UAW RSE)	\$3,667	\$7,765
23547	Research Scientist/Engineer 2 (NE S UAW RSE)	\$4,470	\$9,465
23546	Research Scientist/Engineer 2 (E S UAW RSE)	\$4,470	\$9,465
23548	Research Scientist/Engineer 3 (E S UAW RSE)	\$5,218	\$11,051
23549	Research Scientist/Engineer 3 (NE S UAW RSE)	\$5,218	\$11,051
23550	Research Scientist/Engineer 4 (E S UAW RSE)	\$6,467	\$13,694
23551	Research Scientist/Engineer 4 (NE S UAW RSE)	\$6,467	\$13,694
23552	APL Research Scientist/Engineer Assistant (NE S UAW RSE)	\$3,424	\$7,251
23554	APL Research Scientist/Engineer 1 (NE S UAW RSE)	\$3,667	\$7,765
23553	APL Research Scientist/Engineer 1 (E S UAW RSE)	\$3,667	\$7,765
23556	APL Research Scientist/Engineer 2 (NE S UAW RSE)	\$4,470	\$9,465
23555	APL Research Scientist/Engineer 2 (E S UAW RSE)	\$4,470	\$9,465
23557	APL Research Scientist/Engineer 3 (E S UAW RSE)	\$5,218	\$11,051
23558	APL Research Scientist/Engineer 3 (NE S UAW RSE)	\$5,218	\$11,051
23559	APL Research Scientist/Engineer 4 (E S UAW RSE)	\$6,467	\$13,694
23560	APL Research Scientist/Engineer 4 (NE S UAW RSE)	\$6,467	\$13,694
23606	APL Ocean Scientist Assistant (NE S UAW RSE)	\$3,424	\$7,251
23608	APL Ocean Scientist 1 (NE S UAW RSE)	\$3,667	\$7,765
23607	APL Ocean Scientist 1 (E S UAW RSE)	\$3,667	\$7,765
23610	APL Ocean Scientist 2 (NE S UAW RSE)	\$4,470	\$9,465

Job Code	Job Profile	Minimum (monthly)	Maximum (monthly)
23609	APL Ocean Scientist 2 (E S UAW RSE)	\$4,470	\$9,465
23611	APL Ocean Scientist 3 (E S UAW RSE)	\$5,218	\$11,051
23612	APL Ocean Scientist 3 (NE S UAW RSE)	\$5,218	\$11,051
23613	APL Ocean Scientist 4 (E S UAW RSE)	\$6,467	\$13,694
23614	APL Ocean Scientist 4 (NE S UAW RSE)	\$6,467	\$13,694
23597	APL Ocean Engineer Assistant (NE S UAW RSE)	\$3,424	\$7,251
23599	APL Ocean Engineer 1 (NE S UAW RSE)	\$3,667	\$7,765
23598	APL Ocean Engineer 1 (E S UAW RSE)	\$3,667	\$7,765
23601	APL Ocean Engineer 2 (NE S UAW RSE)	\$4,470	\$9,465
23600	APL Ocean Engineer 2 (E S UAW RSE)	\$4,470	\$9,465
23602	APL Ocean Engineer 3 (E S UAW RSE)	\$5,218	\$11,051
23603	APL Ocean Engineer 3 (NE S UAW RSE)	\$5,218	\$11,051
23604	APL Ocean Engineer 4 (E S UAW RSE)	\$6,467	\$13,694
23605	APL Ocean Engineer 4 (NE S UAW RSE)	\$6,467	\$13,694
23570	APL Autonomous System Operations and Control Scientist Assistant (NE S UAW RSE)	\$3,424	\$7,251
23572	APL Autonomous System Operations and Control Scientist 1 (NE S UAW RSE)	\$3,667	\$7,765
23571	APL Autonomous System Operations and Control Scientist 1 (E S UAW RSE)	\$3,667	\$7,765
23574	APL Autonomous System Operations and Control Scientist 2 (NE S UAW RSE)	\$4,470	\$9,465
23573	APL Autonomous System Operations and Control Scientist 2 (E S UAW RSE)	\$4,470	\$9,465
23575	APL Autonomous System Operations and Control Scientist 3 (E S UAW RSE)	\$5,218	\$11,051
23576	APL Autonomous System Operations and Control Scientist 3 (NE S UAW RSE)	\$5,218	\$11,051

Job Code	Job Profile	Minimum (monthly)	Maximum (monthly)
23577	APL Autonomous System Operations and Control Scientist 4 (E S UAW RSE)	\$6,467	\$13,694
23578	APL Autonomous System Operations and Control Scientist 4 (NE S UAW RSE)	\$6,467	\$13,694
23561	APL Autonomous System Operations and Control Engineer Assistant (NE S UAW RSE)	\$3,424	\$7,251
23563	APL Autonomous System Operations and Control Engineer 1 (NE S UAW RSE)	\$3,667	\$7,765
23562	APL Autonomous System Operations and Control Engineer 1 (E S UAW RSE)	\$3,667	\$7,765
23565	APL Autonomous System Operations and Control Engineer 2 (NE S UAW RSE)	\$4,470	\$9,465
23564	APL Autonomous System Operations and Control Engineer 2 (E S UAW RSE)	\$4,470	\$9,465
23566	APL Autonomous System Operations and Control Engineer 3 (E S UAW RSE)	\$5,218	\$11,051
23567	APL Autonomous System Operations and Control Engineer 3 (NE S UAW RSE)	\$5,218	\$11,051
23568	APL Autonomous System Operations and Control Engineer 4 (E S UAW RSE)	\$6,467	\$13,694
23569	APL Autonomous System Operations and Control Engineer 4 (NE S UAW RSE)	\$6,467	\$13,694
23588	APL Medical Scientist Assistant (NE S UAW RSE)	\$3,424	\$7,251
23590	APL Medical Scientist 1 (NE S UAW RSE)	\$3,667	\$7,765
23589	APL Medical Scientist 1 (E S UAW RSE)	\$3,667	\$7,765
23592	APL Medical Scientist 2 (NE S UAW RSE)	\$4,470	\$9,465
23591	APL Medical Scientist 2 (E S UAW RSE)	\$4,470	\$9,465
23593	APL Medical Scientist 3 (E S UAW RSE)	\$5,218	\$11,051
23594	APL Medical Scientist 3 (NE S UAW RSE)	\$5,218	\$11,051
23595	APL Medical Scientist 4 (E S UAW RSE)	\$6,467	\$13,694

Job Code	Job Profile	Minimum (monthly)	Maximum (monthly)
23596	APL Medical Scientist 4 (NE S UAW RSE)	\$6,467	\$13,694
23579	APL Medical Engineer Assistant (NE S UAW RSE)	\$3,424	\$7,251
23581	APL Medical Engineer 1 (NE S UAW RSE)	\$3,667	\$7,765
23580	APL Medical Engineer 1 (E S UAW RSE)	\$3,667	\$7,765
23583	APL Medical Engineer 2 (NE S UAW RSE)	\$4,470	\$9,465
23582	APL Medical Engineer 2 (E S UAW RSE)	\$4,470	\$9,465
23584	APL Medical Engineer 3 (E S UAW RSE)	\$5,218	\$11,051
23585	APL Medical Engineer 3 (NE S UAW RSE)	\$5,218	\$11,051
23586	APL Medical Engineer 4 (E S UAW RSE)	\$6,467	\$13,694
23587	APL Medical Engineer 4 (NE S UAW RSE)	\$6,467	\$13,694

Article 43 – Workspace and Materials

Section 43.1.

The University shall provide reasonable access to facilities, services, texts and instructional support required for the position and project(s) as determined by the Employer. Examples of workspace and materials that may be required include, but are not limited to:

- A. Office and desk space and telephone;
- B. A computer with internet access;
- C. Storage and laboratory space;
- D. Mailbox;
- E. Office supplies;
- F. Texts and/or reading material; and
- G. Printing facilities.

Section 43.2.

Employees shall be reimbursed for materials and services that are not provided to the employee by the department, but are determined by the supervisor to be required for the position and project(s). Reimbursement must be approved by the supervisor and, in cases of sponsored project related materials, by the Principal Investigator, prior to their purchase.

Section 43.3.

In those cases where an employee fails to return the provided materials or equipment upon separation from the University, the employee may be required to reimburse the Employer the depreciated value of the items.

Article 44 – Duration

This Agreement shall become effective upon ratification by the Union and the Board of Regents, and remain in force through June 30, 2026.

Successor Agreement bargaining shall commence no later than March 1, 2026.

Memoranda of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO and its
LOCAL UNION 4121 (UNION)**

MOU – EMPOWERING PREVENTION & INCLUSIVE COMMUNITIES (EPIC)

During negotiations, the parties reached agreement on the following regarding Sexual Harassment Prevention Training:

- A. The parties agree that the Employer will make the EPIC training enshrined in the UW-UAW Academic Student Employee Collective Bargaining Agreement also available to Postdoctoral Scholars and Research Scientists/Engineers A-4 (RSEs).
- B. Trainings for Academic Student Employees, Postdoctoral Scholars, and RSEs may be held jointly and scheduled at mutually agreeable dates and times subject to needs of the unit.
- C. The Employer will provide a total of four (4) .2 FTE Postdoctoral Scholar and RSE appointments/assignments trainers per calendar year. These slots may be filled by either Postdoctoral Scholars or RSEs and the trainers may train both Postdoctoral Scholars and RSEs.
- D. The University and the Union shall jointly agree upon the RSEs to be designated as trainers.
- E. The parties may mutually agree to utilize the funds dedicated for the FTEs listed above in a different manner in support of the EPIC program.
- F. Nothing in this MOU shall constitute an agreement to continue or extend EPIC training beyond its currently bargained expiration date which is enshrined in the UW-UAW

Academic Student Employee Collective Bargaining Agreement. Moreover, nothing in this MOU shall constitute an agreement to continue EPIC training for just RSEs, just Postdocs, just ASEs or any combination thereof.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO and its
LOCAL UNION 4121 (UNION)**

MOU – POSITION REVIEW APPEAL PROCESS

During negotiations, the parties reached agreement on the following regarding Position Review Appeals and the Classification Review Hearing Officer:

- A. If the Union wishes to appeal the Position Review decision of the Employer, it may appeal to the Classification Review Hearing Officer within thirty (30) calendar days following the date of the Employer's written response.
- B. 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.
- C. 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 by the Union at the hearing. The Hearing Officer's fees and expenses shall be shared equally by the parties.
- D. This MOU will expire 7/12/2024 but can be extended with mutual agreement. The appeal hearing language above will apply to appeals filed for position reviews that were submitted prior to the expiration of this MOU. If there are no position review appeals within the 12 months after ratification, this MOU will automatically be extended, and the expiration date will be one day prior to the end of the CBA.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)**

AND
THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO and its
LOCAL UNION 4121 (UNION)

MOU – RETAINING INSTITUTIONAL KNOWLEDGE

Section 1.

The Union and the University are committed to retaining institutional knowledge, minimizing Research Scientist/Engineer A-4 (RSE) turnover and supporting critical research.

Section 2. Bridge Funding

Bridge funding refers to funding provided by the University via its Bridge Funding Program to span a temporary funding gap and ensure the continuity of research projects following the loss of research funding. Bridge funding (including Unit/Department matching funds) would provide for the continuation of an eligible RSE's research under the terms and conditions in effect for the Bridge Funding Program at the time of application.

An RSE shall be eligible to apply for bridge funding if:

- a. They have been supported primarily by grants on which they are a Principal Investigator (PI);
- b. They will not have funding for more than 50% of their salary, within six months of the application due date;
- c. Alternative sources of appropriate funding are unavailable, and;
- d. They meet all other criteria for eligibility in effect for the Bridge Funding Program at the time of application.

Section 3. Layoff

The application for and time period for decision will not delay the requirement to commence or implement a layoff. See Article 18 Layoff, Rehire, Seniority.

Section 4.

This MOU will expire on June 29, 2026.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO and its
LOCAL UNION 4121 (UNION)

MOU – SALARY ADJUSTMENT

- A. Effective October 1, 2023, the University will provide a salary increase of three and a quarter percent (3.25%) to employees who:
1. Were hired into this bargaining unit prior to April 1, 2022, AND
 2. Received no permanent salary increase throughout the entire period of April 1, 2022, through September 30, 2023, AND
 3. Are in an active position, with a UW compensation plan, in this bargaining unit (RSE A-4), and with an FTE, on July 15, 2023.
- B. The salary increase will be implemented within ninety (90) days of July 15, 2023.
- C. If this salary adjustment coincides with an across-the-board increase, this salary adjustment will be applied first.

This MOU will expire upon implementation.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO and its
LOCAL UNION 4121 (UNION)**

MOU – SALARY RANGE MINIMUMS

During negotiations, the parties reached agreement on the following regarding Salary Range Minimums

- A. The Employer will implement increases to the salary range minimums for the following job titles: Research Scientist/Engineer Assistant (23543), APL Research Scientist/Engineer Assistant (23552), APL Ocean Scientist Assistant (23606), APL Ocean Engineer Assistant (23597), APL Autonomous System Operations and Control Scientist Assistant (23570), APL Autonomous System Operations and Control Engineer Assistant (23561), APL Medical Scientist Assistant (23588), APL Medical Engineer Assistant (23579) listed in Article 42 Compensation, Table 1 as follows:
- a. Six percent (6%) effective October 1, 2023
 - b. Ten percent (10%) effective November 1, 2024
 - c. Ten percent (10%) effective November 1, 2025
- B. The Employer will implement increases to the salary range minimums for the following job titles: Research Scientist/Engineer 1 (23544 and 23545), APL Research Scientist/Engineer 1 (23553 and 23554), APL Ocean Scientist 1 (23607 and 23608), APL Ocean Engineer 1 (23598 and 23599), APL Autonomous System Operations and Control Scientist 1 (23571 and 23572), APL Autonomous System Operations and Control

Engineer 1 (23562 and 23563), APL Medical Scientist 1 (23589 and 23590), APL Medical Engineer 1 (23580 and 23581) listed in Article 42 Compensation, Table 1 as follows:

- a. Six percent (6%) effective October 1, 2023
- b. Ten percent (10%) effective November 1, 2024
- c. Ten percent (10%) effective November 1, 2025

C. The Employer will implement increases to the salary range minimums for the following job titles: Research Scientist/Engineer 2 (23546 and 23547), APL Research Scientist/Engineer 2 (23555 and 23556), APL Ocean Scientist 2 (23609 and 23610), APL Ocean Engineer 2 (23600 and 23601), APL Autonomous System Operations and Control Scientist 2 (23573 and 23574), APL Autonomous System Operations and Control Engineer 2 (23564 and 23565), APL Medical Scientist 2 (23591 and 23592), APL Medical Engineer 2 (23582 and 23583) listed in Article 42 Compensation, Table 1 as follows:

- a. Four percent (4%) effective October 1, 2023
- b. Eleven percent (11%) effective November 1, 2024
- c. Eleven percent (11%) effective November 1, 2025

D. The Employer will implement increases to the salary range minimums for the following job titles: Research Scientist/Engineer 3 (23548 and 23549), APL Research Scientist/Engineer 3 (23557 and 23558), APL Ocean Scientist 3 (23611 and 23612), APL Ocean Engineer 3 (23602 and 23603), APL Autonomous System Operations and Control Scientist 3 (23575 and 23576), APL Autonomous System Operations and Control Engineer 3 (23566 and 23567), APL Medical Scientist 3 (23593 and 23594), APL Medical Engineer 3 (23584 and 23585) listed in Article 42 Compensation, Table 1 as follows:

- a. Four percent (4%) effective October 1, 2023
- b. Eleven percent (11%) effective November 1, 2024
- c. Eleven percent (11%) effective November 1, 2025

E. The Employer will implement increases to the salary range minimums for the following job titles: Research Scientist/Engineer 4 (23550 and 23551), APL Research Scientist/Engineer 4 (23559 and 23560), APL Ocean Scientist 4 (23613 and 23614), APL Ocean Engineer 4 (23604 and 23605), APL Autonomous System Operations and Control Scientist 4 (23577 and 23578), APL Autonomous System Operations and Control Engineer 4 (23568 and 23569), APL Medical Scientist 4 (23595 and 23596), APL Medical Engineer 4 (23586 and 23587) listed in Article 42 Compensation, Table 1 as follows:

- a. Four percent (4%) effective October 1, 2023
- b. Eleven percent (11%) effective November 1, 2024
- c. Eleven percent (11%) effective November 1, 2025

F. This MOU will expire on November 2, 2025.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO and its
LOCAL UNION 4121 (UNION)
MOU – UNION ROSTERS APPLIED PHYSICS LABORATORY (APL)**

During negotiations, the parties reached agreement on the following regarding Union Rosters/Reports for bargaining unit employees working at APL:

1. In accordance with state and federal law and the University's status as a cleared Department of Defense contractor, monthly the Employer will provide the following report in EXCEL format, protected by encryption and a password. Neither party waives their rights or obligations under applicable law.

Name

Home Address

Home phone

Cell phone

Work phone

Personal Email

UW NetID

UW email

UW mailbox

Employment status

Employment status effective date

Org

Pay grade

Pay rate salary

Hourly rate

Race

Gender

Date of hire

Deduction amount dues

Deduction amount fees

Deduction amount other

Deduction amount VCAP

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 premium pay for the pay period
 - Total wages for each premium pay for the pay period
 - Total wages year to date
 - Pension plan enrollment (which plan)
 - Medical plan enrollment (which plan)
 - Total FTE
 - Termination/separation date if any
 - Reason for termination/separation
2. By receiving information about University employees, the Union agrees to establish and maintain effective practices that ensure University information is only accessed by individuals who are specifically authorized for its use.
 3. In the event the Union becomes aware of a data breach involving information it has received about University employees, where data breach is understood to mean the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where a person other than an authorized user accesses or potentially accesses the information, the Union shall immediately notify the University's Facility Security Officer. The Union agrees to cooperate with any investigation of a data breach.
 4. If the University becomes aware of a change in adversary or threat condition that impacts its ability to provide any of the information in Section A above, it will notify the Union within thirty (30) days and bargain effects if requested.
 5. If at any time information contained in this Article is deemed to be Controlled Unclassified Information (CUI) by a sponsoring agency, the Union agrees to comply with all applicable federal regulations prior to receiving the CUI.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO and its
LOCAL UNION 4121 (UNION)**

SIDE LETTER A – EQUITY SURVEY

In academic years 2023-2024 and 2024-2025, the Union and the University will include the Research Scientists/Engineers A, 1, 2, 3, and 4 (RSE A-4) in the distribution of the ASE and Postdoctoral Scholar Equity Survey. Once the surveys have closed, if requested, the Union and the University shall hold a Joint Labor Management meeting for the RSE A-4 bargaining

unit to discuss results and strategize further steps for promoting equity, inclusion, transparency, and accountability.

This Side Letter will expire on June 6, 2025.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO and its
LOCAL UNION 4121 (UNION)**

SIDE LETTER B - VISA SPONSORSHIP

At its sole discretion, the University may establish a pilot program for non-academic employee visa sponsorship. Should the Employer decide to start a pilot program, after one (1) year upon request, the Employer and Union will meet to discuss the program's progress.

This side letter expires on June 30, 2026.