07/01/19 – 06/30/21 Print Plant Craft Employees Bargaining Unit

# A G R E E M E N T

# by and between the

# UNIVERSITY OF WASHINGTON

and the

**Teamsters Local Union No. 117** 

Affiliated With The International Brotherhood of Teamsters



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## ARTICLE 1 – PREAMBLE

This Agreement is between the University of Washington Board of Regents (hereinafter called the University) and Teamsters Local Union, No. 117, affiliated with the International Brotherhood of Teamsters (hereinafter called the Union).

### ARTICLE 2 – NONDISCRIMINATION/AFFIRMATIVE ACTION

<u>Section 1.</u> The University and the Union agree that neither will discriminate against any employee by reason of race, color, creed, religion, age, sex (except where age or sex is a bona fide occupational qualification), marital status, sexual orientation, political affiliation, national or ethnic origin; membership in a Union; disabled or Vietnam era veteran; or the presence of any sensory, mental or physical disabilities unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the University.

Processing of alleged violations of this Article through the applicable regulatory agency or through the grievance procedure shall be the option of the employee. A decision by the employee to proceed with the grievance procedure shall constitute a waiver of any rights to pursue another remedy.

### Section 2. Affirmative Action.

The Union and the University agree to abide by and support the applicable statutory and administrative laws pertaining to equal opportunity and elimination of employment inequities.

### **ARTICLE 3 – JURISDICTION**

All employees including assistant supervisors performing any work in the Bindery, Pre-Press (including the separate job categories of Electronic Pre-Press I and II, Press and Shipping Departments described in the Appendices of this Agreement shall, without limitation, be covered by the terms of this contract. No employee shall be laid off as a result of a supervisor performing bargaining unit work.

## ARTICLE 4 – RECOGNITION

The University recognizes Teamsters Local Union No. 117 as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and conditions of employment for all full-time and regular part-time printing craft employees in the Printing Department; excluding all printing non-craft employees, office clerical employees, guards, and supervisors.

### ARTICLE 5 – MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent management rights, prerogatives, and functions are retained and vested exclusively in the

University. The Employer, through its designated management personnel, has the right and responsibility, to control, change, and supervise all operations, and to direct and assign or reassign all employees work appropriate for their classification. Such right and responsibility shall include, by way of illustration but not limited to, the selection and hiring of employees, discipline, discharge for justifiable cause, classification, reclassification, layoff, promotion, demotion, and training of employees, establishment of work schedules, allocation of all financial and other resources, and control and regulation of the use of all equipment and other property of the University. The Employer shall determine the method, technological means, number and kind, and qualifications of personnel by and for which operations are to be carried out. The Employer shall take action as may be necessary to carry out its responsibilities in any emergency situation.

## ARTICLE 6 – PAYROLL DEDUCTIONS, UNION MEMBERSHIP AND DUES

<u>Section 1.</u> The University, upon notice from the Union of authorization by the employee, shall deduct from the paycheck of each employee who has so authorized it, the Union dues, initiation fees, assessments and voluntary contributions for the current month and promptly remit same to the Union. If the University receives authorization from an employee, the University shall notify the Union as soon as practicable.

<u>Section 2.</u> The employee's authorization shall remain in effect until revoked in accordance with the terms of the Union's authorization form.

<u>Section 3.</u> To revoke authorization for deductions, an employee must request such revocation in writing to the Union in accordance with the terms and conditions of the authorization form.

<u>Section 4</u>. After the University has received confirmation from the Union that an employee has revoked their authorization for deductions, the University shall cease deductions no later than the second payroll period following receipt of confirmation. The University shall rely upon information provided by the Union regarding the authorization and revocation of deductions.

<u>Section 5.</u> The Union shall indemnify and hold the University harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of the action taken by the University in reliance upon signed authorization cards furnished to the University by the Union or for the purpose of complying with any of the provisions of this Article.

# Section 6. DEMOCRAT, REPUBLICAN, INDEPENDENT VOTER EDUCATION (DRIVE)

The University agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the University of the amounts designated by each contributing employee that are to be deducted from their paycheck on a semi-monthly basis. The University shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

The International Brotherhood of Teamsters shall reimburse the University annually for the University's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

Section 7. New Hire Orientation: The Union through a Shop Steward or Union Representative shall have thirty (30) minutes during the Employer's new hire orientation program to meet with the employee(s) for the purposes of filling out Union paperwork and orienting the employee to Union membership.

## ARTICLE 7 – OVERTIME

<u>Section 1.</u> Whenever overtime work is required, supervision shall determine the employees needed to work such overtime on the basis of their qualifications and availability. For Saturday or Sunday overtime only, the Employer will offer opportunities by seniority for qualified and available employees.

<u>Section 2.</u> All employees in the bargaining unit shall receive time and one-half  $(1 \frac{1}{2})$  for the first two (2) hours worked in excess of a regularly scheduled full-time weekday or Saturday shift and double time thereafter. All overtime worked on Sunday shall be paid at double time. When an employee has left the premises of the Print Plant after completion of the regular shift and is recalled for work, the employee shall not be paid for less than three and a half (3.5) hours of the shifts in excess of the regular work week.

## ARTICLE 8 – SHIFTS

<u>Section 1.</u> <u>Work Week</u>: The work week is comprised of five (5) consecutive day, evening or night shifts, Monday through Friday.

<u>Section 2.</u> All shifts are eight (8) hours in length except for Press, Bindery and Lithography, where the shifts are seven (7) hours in length.

<u>Section 3.</u> The Employer will determine start and quit times. Employees whose shifts begin after 12:45pm will receive a shift differential of one dollar and twenty-five cents (\$1.25)above their hourly rate listed in Appendix A. Shift differential will be included in base overtime rate.

<u>Section 4.</u> All time worked before or after a regularly scheduled shift shall be considered overtime except when the schedule has been requested by the employee.

Section 5. A rest period of at least nine (9) hours must be given between shifts.

<u>Section 6.</u> An employee reporting for a shift shall receive not less than the employee's pay except in the event of interruption of production because of an emergency beyond control of the University or where the employee voluntarily does not work in which case they shall be paid only for hours worked.

### <u>ARTICLE 9 – FRINGE BENEFIT ELIGIBILITY</u>

Employees hired to work twenty (20) or more hours per week with the expectation of six (6) months or more continued employment in the Print Plant shall participate in the Employer's fringe benefit programs.

Other employees shall receive an eight percent (8%) wage premium in lieu of fringe benefits but may also participate in the Worker's Compensation or Unemployment Compensation programs if eligible by State law.

### ARTICLE 10 - RETIREMENT

The University is a participant in the Washington State Public Employees' Retirement System and makes payment on behalf of each eligible employee to the Retirement System in the maximum amount allowed by State law.

Eligible employees shall participate in the Washington State Public Employees' Retirement System (currently PERS 1, PERS 2 and PERS 3) subject to the provisions of the Public Employees' Retirement Act - Chapter 41.40 RCW.

## ARTICLE 11 – INSURANCE

The University shall provide the State's basic benefits package to each eligible employee. This provision shall continue as long as the University at large participates in the State's insurance programs on behalf of other University classified staff employees. The programs currently contain a basic medical, dental, long-term disability, and basic life and accidental death and dismemberment insurance plan. The benefit levels and premium costs of the programs shall be as determined by the appropriate state agency or board or through state-wide collective bargaining, as appropriate, with the Employer paying premiums equal to those paid by the Unviversity for all represented classified employees working at the University. Should benefit levels or premium costs of the programs differ among University classified staff employees during the life of this contract, either party may request that the contract be re-opened to discuss the future distribution of the costs of those programs.

### ARTICLE 12 – JOINT UNION MANAGEMENT COMMITTEE

A Joint Union Management Committee will be established consisting of two (2) persons from each party. The Committee will be advisory in nature and will not include any collective bargaining authority. The Committee will generally meet quarterly, but may schedule additional meetings as needed. The Committee may deal with matters of general union/employer concern including discussions over training needs/opportunities and contracting out. The Committee may make recommendations to the Director of Publications Services. The Director, at his discretion, may implement any or all of the recommendations and, upon request of Committee members, will discuss his decisions with the Committee. If the Director chooses to implement any or all of the Committee's recommendations, the Committee may monitor the progress of such implementation. The Committee may suggest modifications to its recommendations at any time.

The Committee will not discuss issues raised under Article 20, Grievance Procedure.

## ARTICLE 13 – TRAINING

The Employer will pay for all costs associated with the training of bargaining unit members (seminar and registration fees, travel and lodging expenses in accordance with University policy) when such training is specifically assigned by the Employer. The Employer will provide training to bargaining unit members who will be assigned to work with new equipment, including software, when such equipment or software is to be used to perform work normally performed by bargaining unit members.

## ARTICLE 14 – HIRING

<u>Section 1.</u> The University agrees to notify the Union when in need of employees. The Union will use every means within its power to provide a sufficient number of employees within the jurisdiction of the Union. Selection of applicants for referral to jobs shall be on a nondiscriminatory basis. The union will attempt to only refer qualified individuals.

<u>Section 2</u>. The University retains the right to reject, on a nondiscriminatory basis, any job applicant referred by the Union.

Section 3. Current job classifications shall be identified in Appendix A and are subject to change.

# ARTICLE 15 – SENIORITY

<u>Section 1.</u> Seniority shall be defined as unbroken, continuous service in the bargaining unit in a permanent position. A seniority list shall be maintained reflecting each employee's most recent date of hire in the bargaining unit and date of appointment in the current job classification. A copy of the seniority list will be posted on the employee bulletin board; it will be updated as revisions are necessary. Seniority shall be terminated in the event of layoff for more than twelve (12) months, nonavailability for recall to employment or for resignation or termination. Seniority will be considered unbroken for approved unpaid leave for up to three (3) months for union business.

<u>Section 2.</u> In all layoffs, reemployment and shift preference the rules of seniority shall prevail when in the judgment of the University the employee is competent to perform the work required. The employee with the least seniority in the job class shall be laid off. An employee in a higher classification who worked for the Print Plant in a lower class or works in the same skill category of other employees (Bookbinder I and II; Electronic Pre-Press categories; press categories) may exercise seniority in order to avoid layoff or be rehired. Where seniority is so exercised, the employee's rate shall be that of the lower classification.

### ARTICLE 16 – PROBATIONARY PERIOD

All new employees appointed to positions shall serve a probationary period of one-hundred and eighty (180) days. During the probationary period, employees may be dismissed for any reason without recourse to the grievance procedure.

## ARTICLE 17 – UNION REPRESENTATIVES

<u>Section 1.</u> The Union's Secretary-Treasurer or Union Representative of the Union may arrange a reasonable time to visit the work location of bargaining unit employees as agreed by the Director or designee. Agreement shall not unreasonably be withheld. Such representative shall limit their activities during such investigations to matters relating to this Agreement.

The University shall prevail upon its supervisory personnel to cooperate fully with the steward and other Union representatives in an attempt to promptly resolve any complaints that may arise. The Union, likewise, shall prevail upon all employees in the bargaining unit, and especially the steward, to make a diligent and serious attempt to resolve complaints at the lowest possible level.

<u>Section 2.</u> The Union shall have the right to designate one (1) shop steward for the bargaining unit. The Director shall be notified immediately upon appointment. Under no circumstances shall a shop steward countermand orders or directions from University officials or change working conditions.

<u>Section 3.</u> Where allowable and after prior arrangements have been made, the Union may use meeting rooms in accordance with University regulations for the purpose of conducting Union business, where such activities do not interfere with the normal work of the University.

## ARTICLE 18 – BULLETIN BOARD

The University shall provide a bulletin board for posting of notices by the Union, notices to members of Union meetings, Union elections, and results of Union elections and other business concerning TEAMSTERS Local 117 and the bargaining unit. All other notices shall be subject to review and approval of the University before posting.

The University shall provide appropriate bulletin board space for posting of notices by the Union, notices to members of Union meetings, Union elections, and results of Union elections and other business concerning TEAMSTERS Local 117 and the bargaining unit. All other notices shall be subject to review and approval of the University before posting.

All notices relating to official Union business shall be dated and signed by a Union official or the shop steward.

## <u>ARTICLE 19 – NEW MACHINES, NEW METHODS, NEW PROCESSES</u> <u>OR NEW JOB CLASSIFICATIONS</u>

The University will determine initial staffing and wages in the event of new machines, new processes, new methods or new job classifications and/or reclassifications which upon installation or implementation shall involve craft employees covered by this Agreement. Upon request by the Union, a joint committee will meet to decide if the University's initial staffing and wage determinations are proper. The committee will be comprised of four (4) members, two (2) appointed by each party. The committee shall review application of the equipment, processes, methods or job classifications within the printing industry locally. Any wage changes implemented as a result of the committee's decision shall be retroactive to the date of the beginning of operation of such equipment, processes, methods, or implementation of new job classifications and/or reclassifications. Should the issue remain unresolved ninety (90) days after it is first considered by the joint committee, it then may be submitted to PERC for fact finding mediation.

## ARTICLE 20 – GRIEVANCE PROCEDURE

<u>Section 1.</u> A grievance within the meaning of this Agreement is any violation of the express terms of this Agreement or a dispute concerning the interpretation or application of any of the specific provisions of this Agreement. The following outline of procedure is written as for a grievance of the Union against the University, but it is understood that the steps are similar for a grievance of the University against the Union.

<u>Section 2.</u> Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding grievances may be filed with the next level if the grievance is against the Manager, Printing Services.

<u>Section 3.</u> Grievances processed through Step 2 of the grievance procedure shall be heard during normal University working hours of 8 A.M. to 5 P.M. unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal University working hours shall be allowed to do so without suffering a loss in pay. The shop steward and/or Business Representative and the grievant may attend the grievance meeting.

<u>Section 4.</u> Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the parties by mutual agreement in writing.

Failure by an employee and/or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the University to comply with any time limitation of the procedure in this Article shall allow the Union and/or the employee to proceed to the next step without waiting for the University to reply at the previous step, except that employees may not process a grievance beyond Step 2.

<u>Section 5.</u> A grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 2 by the shop steward and/or a Union

official and be processed within the time limits set forth herein. If the grievance is initially submitted at Step 2 it shall be submitted within fifteen (15) working days of the alleged contract violation.

Section 6. A grievance shall be processed in accordance with the following procedure:

<u>Step 1.</u> A grievance shall be identified as such and may be presented by the aggrieved employee and/or the shop steward to the Manager, Printing Services within ten (10) working days from the time the complaint arose or should have reasonably been known to exist. The parties agree to make every effort to settle the grievance at this stage promptly. The Manager, Printing Services shall answer the grievance within ten (10) working days after presentation of the grievance.

<u>Step 2.</u> If the grievance is not resolved as provided in Step 1, it shall be reduced to written form citing the section(s) of the Agreement allegedly violated, the nature of the alleged violation and the remedy sought. The written grievance shall then be forwarded to the Director within ten (10) working days after the Step 1 answer. The Director or designee shall convene a meeting within ten (10) working days after receipt of the grievance. The meeting shall include the aggrieved employee, shop steward and/or Union Representative, together with the Director or designee and the Manager, Printing Services. Within ten (10) working days after the meeting, the reply shall be sent to the Union.

<u>Step 3.</u> Within ten (10) working days of the Union's receipt of the University's Step 2 response or the expiration of the University's timeframe for responding at Step 2, either party may submit the grievance to binding arbitration. If the parties are unable to mutually agree upon an arbitrator, they shall select one (1) from a list of eleven (11) names provided by the Federal Mediation and Conciliation Service (F.M.C.S.). The parties will make a good faith effort to select an arbitrator within twenty (20) working days after receiving the list from F.M.C.S.

In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

1. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement.

2. The decision of the arbitrator shall be final, conclusive and binding upon the University, the Union, and the employee involved.

3. The cost of the arbitrator shall be borne equally by the University and the Union, and each party shall bear the cost of presenting its own case.

4. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

# ARTICLE 21 – DISCIPLINE AND DISMISSAL

<u>Section 1.</u> Except as provided in Article 16, Probationary Period, the University shall not discipline or dismiss any employee except for just cause. The University shall be the judge of the employee's capabilities and competency with respect to the discipline and dismissal.

<u>Section 2.</u> The University's discipline system shall involve an oral warning followed by a written warning before disciplinary action up to and including dismissal will be taken with the exception of serious offenses as reflected below. After eighteen (18) months from the date of the letter, unless the Employer has specifically indicated a different period of time in the warning notice which will not exceed thirty-six (36) months, warning notices shall be null and void and shall not serve as the basis for further disciplinary action. Serious offenses which may warrant immediate dismissal or other disciplinary action shall include but not be limited to the following: fraud, dishonesty, abuse of fellow employees, sexual harassment, causing physical, mental or emotional harm to another or damage to University property, gross insubordination, substance abuse, the possession, sale or use of controlled or dangerous drugs or narcotics, or reporting for duty under the influence of drugs or alcohol.

<u>Section 3.</u> When an employee covered by this Agreement attends a meeting which may lead to suspension, demotion or termination of the employee because of a particular incident, the employee shall be advised of the right to be accompanied by a representative. If the employee desires representation in said matter, they shall notify the University and shall be provided reasonable time to arrange for representation.

<u>Section 4.</u> Any employee who self-identifies a substance abuse, behavioral, or other problem which is affecting job performance or interfering with the ability to do the job, shall be encouraged to seek information, counseling, or assistance through private sources that they may be aware of or sources available through UW CareLink. Employees are encouraged to make use of such sources on a self-referral basis and supervisors will assist in maintaining confidentiality. No employee's job security will be placed in jeopardy as a result of seeking and following through with corrective treatment, counseling or advice providing that the employee's job performance meets supervisory expectation.

<u>Section 5.</u> The employees covered by this Agreement may examine their personnel files in the departmental Personnel office in the presence of the Personnel Officer or designee who may remove letters of reference which were retained through assurances of confidentiality to a third party. In matters of dispute regarding this section, no other personnel files will be recognized by the University or the Union except that supportive documents from other files may be used. Materials to be placed into an employee's personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee's employment shall be reasonable and accurate and brought to their attention with copies provided to the employee upon request. Employees who challenge material included in the personnel file have the right to note in the file that the employee disagrees.

# ARTICLE 22 – SAFETY

<u>Section 1.</u> All work shall be done in a competent and safe manner, and in accordance with the State of Washington safety codes. Where higher standards are specified by the University than called for as minimum by State codes, University standards shall prevail.

<u>Section 2.</u> At the direction of the University, it is the duty of every employee covered by the Agreement to comply with established safety rules, promote safety and to assist in the prevention of accidents. All

employees covered by this Agreement are expected to participate and cooperate in the Department's safety program.

<u>Section 3.</u> Employees appointed to the Safety Committee will be allowed time off with pay to attend the Safety Committee meetings. The Shop Steward may attend regular safety meetings as an observer without loss of pay when attending during the employee's regular hours of work.

## ARTICLE 23 – REST/MEAL PERIODS

Section 1. No employee shall be required to work more than five (5) hours without having at least one-half (1/2) hour off for a meal except by mutual agreement between the employee and the Supervisor. Meal periods shall be paid when the employee is required by the University to remain on duty on the premises or at a prescribed work site in the interest of the University.

<u>Section 2.</u> Employees working three (3) or more hours longer than a normal work day shall be allowed at least one thirty (30) minute meal period prior to or during the overtime period. If required by the department to eat lunch during worktime, the employee shall be paid for the meal period.

<u>Section 3.</u> Employees shall be allowed a rest period of not less than ten (10) minutes on the University's time for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period.

<u>Section 4.</u> Where the nature of the work allows employees to take intermittent rest periods equivalent to ten (10) minutes for each four (4) hours worked, scheduled rest periods are not required.

# ARTICLE 24 – VACATIONS

<u>Section 1.</u> Permanent employees shall receive vacation with pay as outlined below. Accrual begins with the date of hire to a permanent position and may be used on a pro rata basis.

<u>Section 2.</u> Employees hired before July 1, 2013, shall accrue vacation leave based on the first and successive years of University service at the following rate:

Service		Accrual Rate	
Years	Months	Days Per Year	
1st	0-12	15	
2nd	13-24	16	
3rd	25-36	17	
4th	37-48	18	
5th	49-60	19	
6th	61-72	20	

7th	73-84	21
8th	85-228	23
20th-24th	229-288	24 days/192 hours.
25th+	289 & above	25 days/200 hours.

Employees hired on or after July 1, 2013, shall accrue vacation leave according to the same schedule affecting employees represented by SEIU 925 and WFSE 1488, as follows:

<u>Servi</u>	ce	Accrual Rate
Years	Months	Days Per Year
1st	0-12	12
2nd	13-24	13
3rd	25-36	14
4th	37-48	15
5th	49-60	16
6th	61-72	17
7th	73-84	18
8th	85-96	19
9th	97-108	20
10th	109-120	21
11th	121-132	22
12th	133-228	23
20-24th	229-288	24 days/192 hours.
25th+	289 & above	25 days/200 hours.

All part-time employees shall receive prorated vacation pay.

<u>Section 3.</u> A vacation calendar for each unit will be circulated between January 1 and February 15 and posted by March 1 of each year in a conspicuous place by the supervisor for all employees to see for the purpose of entering thereon the dates of each employee's vacation.

Seniority based on University of Washington service will govern initial choice of vacation dates until March 1 each year. The employee may exercise their seniority on preferred dates only once.

<u>Section 4.</u> Vacation pay shall be at the rate which the employee is receiving at the time vacation is taken.

<u>Section 5.</u> An employee may accumulate a vacation balance which normally shall not exceed twohundred and forty (240) hours. Vacation accrual and accumulation shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed. An employee may elect to accrue in excess of twohundred and forty (240) hours but must receive approval to use the balance in excess of two-hundred and forty (240) hours prior to the next anniversary date or lose those hours accrued in excess of twohundred and forty (240). <u>Section 6.</u> An employee may voluntarily donate eligible vacation leave to another employee under the University Shared Leave Program. Upon notification by the personnel office that the donated leave is approved, the vacation hours will be deducted from the donor's current vacation leave balance.

<u>Section 7.</u> In the event that the University cancels an employee's scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to six (6) months if such exemption is approved.

<u>Section 8.</u> In the event of an employee's death the cash equivalent of any accrued vacation leave shall be paid to the legal beneficiary in accordance with the law.

<u>Section 9.</u> Any employee who has been employed for at least six (6) continuous months, who either resigns or is terminated by the University shall be entitled to accrued vacation pay.

## ARTICLE 25 – MISCELLANEOUS LEAVE

<u>Section 1.</u> The University shall allow leave with pay to permit an employee to take an examination for a University position, serve as a member of a jury, or perform other civil duties as subpoenaed.

<u>Section 2.</u> Employees who receive compensation for performing civil duties during working hours shall retain their regular salary. Any amount of such additional compensation up to the amount of the employee's basic salary shall be returned or credited to the University. The employee shall retain travel reimbursement and per diem, if any.

<u>Section 3.</u> Three (3) days of bereavement leave shall be granted for each occurrence when an employee is required to be absent from work because of the death of a member of an employee's family as defined in Section 4.

Should the Director determine it warranted, in addition to be eavement leave, sick leave, vacation leave or leave without pay may be authorized for condolence or be eavement.

Family members are limited to spouse, son, daughter, grandchild, child in the custody of or residing in the home of an employee, grandparent, parent, brother, sister, stepchild, mother-in-law or father-in-law or household member as defined in Section 4.

<u>Section 4.</u> Family members. Individuals considered to be members of the family are the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sister or brother. It also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent and grandparent. "Child" also includes any child residing in the employee's home through foster care, legal guardianship or custody. Family members include those persons in a "step" relationship.

Section 5. Suspended Operations. If the University determines it is advisable due to emergency

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

- a. Using vacation time off.
- b. Accrued compensatory time and/or holiday credit.
- c. Using personal holiday. An employee must use personal holiday time as a full day or shift.
- d. Using leave without pay.
- e. If leave without pay is used, up to sixty (60) calendar days after operations resume to make up work time lost provided the following:
  - 1) Employees must request makeup time within five (5) working days after operations resume, and
  - 2) Reasonable work must exist and the supervisor must approve the request to work.

Make up time worked by overtime-eligible full-time employees is calculated at time and one-half (1-1/2).

# ARTICLE 26 - SICK LEAVE

<u>Section 1.</u> Sick leave accrual is provided as a form of insurance to minimize loss of compensation to eligible employees due solely to reasons specified below.

Section 2. One (1) day of sick leave credit shall be granted for each month in which an eligible full-time employee is in pay status for fifteen (15) or more calendar days. Sick leave credit for eligible part-time employees shall be pro rated.

<u>Section 3.</u> Eligible employees may elect to receive monetary compensation for accrued sick leave as follows:

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

No sick leave hours may be converted which would reduce the calendar year-end balance below fourhundred and eighty (480) hours.

Monetary compensation for converted hours shall be paid at the rate of twenty-five percent (25%) and shall be based upon the employee's current salary.

All converted hours will be deducted from the employee's sick leave balance.

Employees who separate from University service due to retirement or death shall be compensated for their unused sick leave accumulation from the date of most recent hire at the rate of twenty-five percent (25%). Compensation shall be based upon the employee's wage at the time of separation.

No contributions are to be made to the Department of Retirement System (DRS) for such payments above, nor shall such payments be reported to DRS as compensation.

<u>Section 4.</u> An eligible employee who separates for any reason other than retirement or death shall not be paid for their accrued sick leave.

<u>Section 5.</u> Former eligible employees who are re-employed within three (3) years of their separation from service shall be granted all unused sick leave credits, if any, to which they were entitled at time of separation for the purpose of using sick leave for the reasons prescribed below. Upon any subsequent retirement or death of a re-employed employee, only unused sick leave accrued since the original separation minus that taken within the same period may be compensated per the conversion provisions above.

<u>Section 6.</u> Accumulated sick leave shall be granted when an eligible employee is required to be absent from work for any of the following reasons:

- A. Personal physical or mental illness, injury or health condition to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or an employee's need for preventative medical care.
- B. To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition, care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition, or care for a family member who needs preventive medical care;
- C. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason;
- D. For absences that qualify for leave under the state's Domestic Violence Leave Act (DVLA)

<u>Section 7.</u> When an eligible employee becomes ill or disabled while on vacation leave, the employee shall be granted accrued sick leave as provided above for the condition (in lieu of the approved vacation leave) provided that the employee requests such sick leave within one (1) day after return to work and submits a physician's statement affirming the illness or disability.

<u>Section 8.</u> Sick leave shall be reported at the beginning of the absence and in accordance with Department of Printing procedure.

Employees may be asked for medical verification of sick leave only after three (3) consecutive days of leave.

<u>Section 9.</u> An employee shall file an application for Worker's Compensation in accordance with State law for a period of absence from work due to injury or occupational disease resulting from University employment.

An employee may elect to receive only time loss compensation rather than utilize any available sick leave credits. The University shall make such option known to the employee.

Should an employee elect to receive both time loss compensation and paid sick leave, sick leave credits may be used only to the following extent:

Total number of hours which would have been charged to sick leave, minus number of hours at regular salary for which payment was made by the Worker's Compensation Fund.

If an employee has no sick leave accumulated, the words "vacation leave" may be substituted for "sick leave" above.

Should any employee apply for time loss compensation and the claim is then or later denied, sick leave and vacation leave may be used for the absence in accordance with other provisions of this rule.

Until eligibility for Worker's Compensation is determined by the Department of Labor and Industries, the University may pay full sick leave, provided that the employee shall return any subsequent overpayment to the University.

<u>Section 10.</u> An employee may voluntarily donate eligible sick leave to another employee under the University Shared Leave Program. Upon notification by the personnel office that the donated leave is approved, the sick leave hours will be deducted from the donor's current sick leave balance.

## ARTICLE 27 – HOLIDAYS

Section 1. The following days or days in lieu thereof shall be recognized as paid holidays:

New Year's Day Third Monday of January Martin Luther King, Jr.'s Day Third Monday of February President's Day Memorial Day Personal Holiday (as limited by Section 2) Independence Day Labor Day Veterans Day Thanksgiving Day Day after Thanksgiving Christmas Day

Whenever any holiday listed above falls on a Sunday, the following Monday shall be considered a holiday. Whenever any holiday listed above falls on a Saturday, the preceding Friday shall be considered the holiday.

The University may designate other days to be observed as University holidays in lieu of the above holidays.

<u>Section 2.</u> Employees who are employed four (4) months or more during a calendar year shall be entitled to a Personal Holiday as referenced in Section 1 of this Article during that calendar year. This day can be used in the same manner as any earned vacation day.

Use of the Personal Holiday shall be requested in writing. When the Personal Holiday has been approved in advance and is later cancelled by the University with less than thirty (30) days' notice, the employee shall have the option of rescheduling the day with the supervisory approval. If the employee cannot be scheduled off, holiday premium pay will be paid.

<u>Section 3.</u> When employees work on a designated holiday, they shall receive one (1) shift's pay plus premium pay at double time for all hours worked on such holiday.

<u>Section 4.</u> To qualify for holiday pay, employees covered by this Agreement must be in pay status the normal workday before or after the holiday; provided, however, employees returning from nonpay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work. Part-time employees shall receive holiday pay on a pro-rata basis.

## ARTICLE 28 – UNIVERSITY ACTIVITIES

Employees are eligible to participate in University activities available to the classified staff or the campus community at large such as but not limited to use of the Library facilities, the Intramural Activities Building, participation in tuition exemption courses and deferred compensation plans.

# ARTICLE 29 – CONTRACTING OUT

<u>Section 1.</u> The Employer may contract out work normally performed by members of the bargaining unit. Contracting out decisions will be based on client need, cost and the capacity to perform the work needed based on workload, the appropriate use of equipment and staff availability.

<u>Section 2. Outsourcing Review Committee:</u> The parties agree to establish an Outsourcing Review Committee with equal representation from UW management, print production and account managers. This committee will meet quarterly, or as often as mutually agreed, to review a sampling of jobs purchased from outside print vendors. The purpose of the committee is to create an understanding of the factors that drive contracted-out print work and to generate ideas for developing production capacity to keep appropriate print work at Creative Communications.

## ARTICLE 30 – COMPLETE UNDERSTANDING

The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of the right and opportunity are set forth in this Agreement.

Therefore, the University and the Union, for the duration of the Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

## ARTICLE 31 - SUBORDINATION OF AGREEMENT

The parties hereto and the employees of the University are governed by the provisions of applicable State and Federal law. Whenever any provision of State law adopted after the execution of this Agreement is in conflict with or is different from the provisions of this Agreement, the provisions of this agreement shall remain unchanged and in effect during the terms of this Agreement. Where any provision of Federal law is adopted after the execution of this Agreement and is in conflict with any provision of this Agreement, that Federal law shall prevail and modify the Agreement to the extent necessary to comply with that Federal law.

## ARTICLE 32 – DISCLOSURE OF PERSONNEL FILE INFORMATION

Upon receipt of any court order or subpoena seeking documents from an employee's personnel file, the Employer will provide the employee with a copy of the order or subpoena. When documents or information in an employee's personnel, payroll, supervisory or training file are the subject of a public records request, the Employer will provide the employee with a copy of the request at least fourteen (14) calendar days in advance of the intended release date.

# ARTICLE 33 – DURATION AND RENEWAL

<u>Section 1.</u> This agreement shall be in full force and effect from July 1, 2019 to and including June 30, 2021 and from year to year thereafter unless changed as provided herein.

<u>Section 2.</u> If either party wishes to propose a change or alter or amend any conditions of this Agreement to take effect after June 30, 2021, it shall notify the other party in writing sixty (60) days prior to the expiration of this Agreement, such notice to set forth in detail the changes desired. Negotiations shall commence within 30 days thereafter.

<u>Section 3.</u> If neither party to this Agreement gives written notice at the time and in the manner specified above, this Agreement shall be extended for a period of one (1) year from the date of expiration.

## **SIGNATORIES**

The parties, by their signatures below, accept and agree to the terms and conditions of this collective bargaining agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_\_, 2020

UNIVERSITY OF WASHINGTON

**TEAMSTERS LOCAL 117** 

Mindy Kornberg Vice President for Human Resources John Scearcy Secreatry Treasurer

Banks Evans Assistant Vice President of Labor Relations

Approved as to form this date:

Assistant Attorney General State of Washington

### APPENDIX A – WAGE RATES

Wages shall not be based on piece work but shall be on the basis of time worked.

### Teamsters 117 - UW Graphic Communications Wage rates will be increased as follows: 2% effective July 1, 2019 2% effective July 1, 2020

Job Category	Occupation Code	July 1, 2019	July 1, 2020
Electronic Prepress*	11879	\$32.47	\$33.12
Electronic Prepress II*	11880	\$25.96	\$26.48
Digital Press Operator*	11898	\$32.48	\$33.13
Letterpress Operator	11873	\$30.84	\$31.46
Press Oper. 15-22" 1-C	11870	\$25.01	\$25.51
Bookbinder I	11884	\$30.67	\$31.28
Bookbinder II	11886	\$18.71	\$20.03**
Shipping/Receiving/Stockroom Coordinator*	11869	\$24.02	\$24.50
Truck Driver/Stockroom Assistant*	11868	\$18.93	\$19.31

Assistant Supervisor five percent (5%) above highest supervised *or the employee's salary, whichever is greater* 

Shift Differential - \$1.25/hour - Effective within forty-five (45) days of ratification

\*Eight (8) hour shifts

\*\*5% increase to \$19.64 effective January 1, 2020 per Bookbinder II Wages MOU

## APPENDIX B - JOB CATEGORIES

#### PRESS OPERATOR

Perform manual and machine operator tasks in the set up, maintenance and operation of a printing press. Interpret instruction, perform or direct press set up and run adjustment samples to set print quality. Operate press to produce product to quality standards.

#### DIGITAL PRESS OPERATOR

Responsible for previewing, preparing, proofing and printing the full range of color and black and white jobs on a digital color press. Performs advanced duties in the electronic preparation of files for digital printing, including color manipulation and correction. Requires knowledge of and experience working with trapping and imposition, preflight, file preparation, color management, color calibration process and instruments. Performs advanced level troubleshooting of files. Maintains high standards of quality by evaluating and monitoring output according to specifications and/or client expectations. Monitors and calibrates system and supplies to ensure uninterrupted production. Must have experience using computers and knowledge of multiple operating systems. Performs troubleshooting, maintenance, cleaning, and replenishing of consumables. May perform all duties of an EP1.

#### BOOK BINDER I

Set up, operate and maintain large machine bindery operations. Machinery may include didde collating machine (including numbering machine), hand fed stamping embossing equipment, programmable cutters, large folding equipment, in-line stitch/trim equipment, adhesive (perfect) binding equipment, and 3-knife trimmer, set up and maintain hand fed gang stitcher. May temporarily perform functions of other bookbinder classes without loss of pay.

### **BOOK BINDER II**

Set up, operate, and maintain hand fed operations on smaller, less complicated equipment. This may include tipping equipment, single and multi-spindle drills, hand fed perforating/scoring equipment, single function stitchers, manual punching and closing (GBC) equipment. Feed, unload and/or pack on full multiple function binding lines and hand-fed gang stitcher; take off folders; miscellaneous hand folding or assembling; inspect and sort material; and feed shrink wrapper. May temporarily perform duties of any lower class without loss of pay.

#### SHIPPING/RECEIVING/STOCKROOM COORDINATOR

Coordinates the delivery and receiving of materials to and from vendors. Moves equipment and supplies. Coordinates the deliveries of finished printed material to the client. Insures all shipping documents and functions are completed accurately and, in conjunction with production control department, develop inbound and outbound freight and delivery schedules. In

cooperation with other responsible parties makes appropriate entries documenting shipping, receiving, and buyout activities in the departmental manufacturing tracking system. Coordinates with production control to ensure that all priority jobs have been delivered. Performs final quality control inspection prior to delivery. Verifies packing slip counts with material labels. Maintains a consistent stock storage system, and an accurate physical inventory of stock on hand. Leads truck drivers and General Workers when they assist in the Shipping and Stockroom area<u>s</u>. Maintains good housekeeping in the Shipping and Stockroom area<u>s</u>.

## ELECTRONIC PREPRESS I

Performs advanced duties in the electronic preparation and output of files for offset printing, including but not limited to extracting images from client files and reformat for printing, adjust photos for dot gain and make other corrections for advanced image processing, such as color manipulation and correction. Must have complete understanding of the prining process and the role of Prepress in that process, including thorough knowledge of flat lay work and conventional stripping techniques. Must have advanced knowledge of all relevant prepress software applications and systems used in the production process, including outputting files for plates and film where required. Responsible for performing appropriate trapping and imposition of the most complex files as required by the nature of the work. Functions include scanning, ripping, trapping, imposition, proofing image-setting, and digital plating. Performs advanced-level trouble-shooting of files and suggest and implement solutions, including but not limited to the non-exclusive pre flight of electronic files, and making corrections appropriate for use in offset production. May on occasion perform the functions of lithographer. May on occasion perform the functions of lithographer.

### **ELECTRONIC PREPRESS II**

Knowledge and understanding of the printing process and the role of prepress. Thorough knowledge of all relevant prepress software. Ability to prepare electronic files for offset printing, including modification of files to include trapping, bleeds, and imposition according to organizational standards. Knowledge of and ability to produce and modify scans of original work. Responsible for operation, calibration and maintenances of image setter/processor. Not responsible for drum scanning or "high end" color manipulation.

## TRUCK DRIVER/STOCKROOM ASSISTANT

Drive small delivery vehicles (vans and trucks), perform pickup and delivery of materials and finished products. Assist the Shipping/Receiving/Stockroom Coordinator.

## MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIVERSITY OF WASHINGTON (UNIVERSITY) AND THE TEAMSTERS LOCAL UNION NO. 117 PRINT PLANT (UNION)

### **MOU – ADDITIONAL RESPONSIBILITIES**

During negotiations for the 2019-2021 successor agreement, the parties agreed to the following regarding Ken Dirks' additional responsibilities.

- I. In recognition of his responsibility to perform technical work, repairs, and maintenance on the iGen 5, the Employer will provide Ken Dirks an additional five percent (5%) salary increase.
- II. This increase will be effective January 1, 2020.
- III. The increase and this MOU expire on June 30, 2021.

## MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIVERSITY OF WASHINGTON (UNIVERSITY) AND TEAMSTERS LOCAL UNION NO. 117 PRINT PLANT (UNION)

### **MOU – BOOKBINDER II WAGES**

During negotiations for the 2019-2021 successor agreement, the parties agreed to the following wage increase for the Bookbinder II classification:

I. Effective January 1, 2020, Bookbinder II (Job Code 11886) shall receive a five percent (5%) salary increase.

### SIDE LETTER A – PARKING NOTICE

The University agrees to inform the Union as soon possible after the University learns of any modifications to parking rates that may affect bargaining unit employees. The Union will have the option to bargain the impacts of any changes to parking rates that will affect bargaining unit employees.

This Side Letter expires on June 30, 2021.

### SIDE LETTER B – U-PASS

The parties agree to the following regarding U-PASS:

Within forty-five (45) days upon ratification, employees with an active permanent appointment equal to or greater than a .5 FTE will not be charged a fee for a U-PASS.

This Side Letter expires on June 30, 2021.