

## University of Washington – SEIU 925 Libraries

### 02/01/23 – 01/31/26 Collective Bargaining Agreement Summary

*This summary is provided by the Employer in accordance with RCW 43.88.583. Please note that this is a summary only, and is not intended to be a substitute for reviewing the complete contract. This summary was drafted upon ratification, so please consult the main PDF contract on the LR website for the most up to date contract version.*

<b>Information Requested</b>	<b>Responsive Information</b>
The term of the agreement	February 1, 2023 – January 31, 2026
The bargaining units covered by the agreement by state agency	Full-time and regular part-time nonsupervisory Professional Staff and Librarians exempt from chapter 41.06 RCW employed by the University of Washington working within the University of Washington Library System, excluding supervisors, confidential employees and all other employees
Base compensation	<u>Appendix 1 – Librarians – Job Groups and Pay Ranges</u> <u>Appendix 2 – Professional Libraries and Press</u>
Provisions for and rate of overtime pay	<u>Article 11 - Overtime</u>
Provisions for and rate of compensatory time	<u>Article 11 - Overtime</u>
Provisions for and rate of any other compensation including, but not limited to, shift premium pay, on-call pay, stand-by pay, assignment pay, special pay, or employer-provided housing or meals	<u>Article 21 – Compensation, Wages and Other Pay Provisions</u> <u>MOU - Supplements</u> <u>MOU – Lump Sum Payment for Professional Libraries and Press Employees</u> <u>MOU – Libraries IT Employee Recruitment and Retention Increases</u>
Provisions for and rate of pay for each paid leave provision	<u>Article 23 – Holidays</u> <u>Article 24 – Vacation Time Off</u>

<b>Information Requested</b>	<b>Responsive Information</b>
	<p><u>Article 25 – Sick Time Off</u></p> <p><u>Article 26 – Washington Paid Family and Medical Leave Program</u></p> <p><u>Article 28 – Parental Leave</u></p> <p><u>Article 29 – Shared Leave</u></p> <p><u>Article 31 – Civil/Jury Duty Time Off and Bereavement Time Off</u></p> <p><u>Article 32 – Leave Related to Domestic Violence, Sexual Assault, or Stalking</u></p> <p><u>Article 33 – Military Leave</u></p> <p><u>Article 34 – Work Related Injury Leave</u></p> <p><u>Article 35 – Reasonable Accommodation of Employees with Disabilities</u></p> <p><u>Article 36 – Miscellaneous Leave</u></p> <p><u>Article 37 – Inclement Weather and Suspended Operations</u></p> <p><u>Article 38 – Time Off Due to Family Care Emergencies</u></p> <p><u>Article 42 – Paid Professional Leave</u></p> <p><u>MOU – Discretionary Time Off</u></p>
Provisions for and rate of pay for any cash out provisions for compensatory time or paid leave	<p><u>Article 23.3 Holiday Credit Cash Out</u></p> <p><u>Article 24.4 Vacation Leave Cash Payment</u></p> <p><u>Article 25.2 Sick Leave Cash Out</u></p>
Temporary layoff provision	N/A
Any impasse procedure subject to bargaining	N/A

<b>Information Requested</b>	<b>Responsive Information</b>
Health care benefits provisions expressed as a percentage of cost or as a dollar amount, or in the case of contributions to a third-party benefit fund, the hourly contribution rate to the fund	<u>Article 40 - Health Care Benefits Amounts</u>
Any retirement benefit subject to bargaining, or in the case of contributions to a third-party benefit fund, the hourly contribution rate to the fund	N/A
For compensation or fringe benefits with an anticipated cost of fifty thousand dollars or more, a brief description of each component and its cost that comprises the amount funded by the legislature to implement in accordance with RCW 41.80.010(3)	N/A
Number of bargaining unit members covered by the agreement as of the date submitted to the office of financial management	Approximately 162
Content of any agency-specific supplemental agreements affecting (a) through (m) of this subsection	N/A
Any contract provisions that allow the contract to be reopened during the contract term	N/A

COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN  
THE UNIVERSITY OF WASHINGTON  
AND THE  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925  
FOR  
PROFESSIONAL LIBRARIANS AND PRESS EMPLOYEES AND LIBRARIANS

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## Article 1 – Preamble and Purpose

**1.1** The Agreement is made by and between the Board of Regents of the University of Washington, hereinafter referred to as the Employer, and the Service Employees International Union, Local 925, hereinafter referred to as the Union. The Employer is the Board of Regents of the University of Washington acting through its agents, administrators, and supervisors as determined by the Board of Regents.

**1.2** Provisions of this Agreement apply to all full-time and regular part-time nonsupervisory and supervisory Professional Libraries and Press employees and Librarians exempt from chapter 41.06 RCW employed by the University of Washington working within the University of Washington Library System (UW Libraries, UW Press and the Gallagher Law Library), excluding confidential employees and all other employees. Regular temporary employees shall be covered per Article 56.

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

**1.4** The parties agree that the provisions contained within this agreement and/or University policy shall apply to employees covered by this agreement. The Librarian Personnel Code, Professional Staff Program, and the Appointment and Promotion of Librarians for the Gallagher Law Library shall not apply.

## Article 2 - Non-Discrimination

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

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

**2.3 Complaints.** Employees who feel they have been the subject of discrimination, harassment, or retaliation are encouraged to discuss such issues with their supervisors, administrator, or Human Resource Consultant for local resolution. The goal of local resolution is to address and resolve problems as quickly as possible and to stop any inappropriate behavior for which a University employee is responsible. A formal complaint may be submitted to the University Complaint Investigation and Resolution Office (UCIRO). Employees may also file discrimination, harassment or retaliation complaints with appropriate federal or state agencies or through the

grievance process in accordance with Article 5 of this Agreement. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, harassment or retaliation the grievance will be suspended until the internal complaint process has been completed.

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

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

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

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

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

### **Article 3 – Workplace Behavior**

The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not promote the University's business, employee well-being, or productivity. The parties agree that perceptions of "appropriate" behavior can be racialized and gendered or characterized by other prescriptive stereotype-based biases. The values of equity and diversity should inform all conversations, decisions, and outcomes related to this article. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.

**3.1 Definitions.** 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. Inappropriate behavior is defined in the UW Workplace Violence policy, applicable for all bargaining unit employees:  
<https://hr.uw.edu/policies/workplace-violence/>.

Bullying is defined as language or conduct that is unwelcome and sufficiently severe, persistent, or pervasive such that it could reasonably be expected to create an intimidating, hostile, or offensive environment, or has the purpose or effect of unreasonably interfering with an employee's work performance, when viewed through both an objective and subjective standard.

**3.2. Processes.** If an employee and/or the employee's Union representative believes the employee has been subjected to inappropriate workplace behavior, the employee and/or the employee's representative are encouraged to report this behavior to the employee's supervisor,



a manager in the employee's chain of command and/or the applicable local, campus or academic human resources office. An employee or the employee's representative should identify complaints as inappropriate workplace behavior. The Employer will evaluate the reported behavior and take appropriate action as necessary, which may include an investigation. The employee and/or Union representative will be notified in writing upon conclusion of the investigation.

Other possible processes for resolving workplace behavior complaints may include:

- University Complaint Investigation and Resolution Office (UCIRO)
- Title IX Coordinator
- ADA Coordinator
- Office of Ombud

Retaliation against employees who make a workplace behavior complaint will not be tolerated. Grievances may be filed up to Step 3 Mediation with the support of a Union representative.

#### **Article 4 – Affirmative Action**

**4.1 Policies.** In conjunction with Federal and State laws, regulations and Executive Orders, the Employer and the Union agree on the need for an affirmative action program to correct and review any inequities in employment processes. The Employer shall develop, implement, monitor and report on an affirmative action program requiring the Employer to make good faith efforts to recruit, employ, retain, train, and promote, underutilized groups even if exclusion cannot be traced to particular discriminatory actions by the Employer. The Employer shall also develop, implement, monitor, and report on affirmative action goals for hiring and/or promoting into job classes/categories where the Employer determines under-utilization exists. The Employer shall make no decisions regarding employment based on membership in any protected class.

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

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

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

#### **Article 5 – 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.

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

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

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

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

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

- A. The date upon which the grievance occurred.
- B. The specific Article(s) and Section(s) of the Agreement violated.
- C. The past practice, rule, policy violated.
- D. Specific remedy requested.
- E. The grievant(s) name.
- F. Name and signature of Union representative (Staff or Steward).
- G. The nature of the grievance.

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

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

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

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

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

### **5.10 Filing and Processing**

- A. **Filing.** A grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence. When possible the thirty (30) day periods above should be used to attempt to informally resolve the dispute. The Union steward or staff representative will indicate when a discussion with the Employer is an attempt to informally resolve a dispute.
- B. **Alternative Resolution Methods** Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.
- C. **Processing.** The Union and the Employer agree that meetings at all steps of the grievance process will occur either remotely or in person, upon mutual agreement.

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

**Step One: Supervisor, Manager or Designee.** If the issue is not resolved informally, the Union may file a written grievance to the supervisor or designee, and the Labor Relations office (laborrel@uw.edu). The Employer will designate a supervisor, manager or designee(s) who will meet with a Union steward and/or staff representative and the grievant. The date of the meeting will be mutually agreed upon within fifteen (15) calendar days of receipt of the grievance and when possible the meeting will take place within the aforementioned fifteen (15) calendar days. The format 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. If the grievance is directed against the employee's immediate supervisor, the grievance may be presented to the next higher level of supervision. In the event the employee's immediate supervisor does not have authority to resolve the grievance, the grievance will be presented at the level having authority to act as determined by the Employer.

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

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

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

**Panel of Arbitrators:**

- A. Within sixty (60) calendar days of the execution of the Agreement, the parties, SEIU 925, and the Employer, agree to meet to establish a permanent panel of six (6) arbitrators. If the parties do not meet or if there is no agreement on the panel, the current panel will remain.
- B. These arbitrators shall be assigned cases by the parties on a rotating basis. If the arbitrator is not available to hear the case within sixty (60) calendar days of being contacted to request available arbitration dates either party may elect to go to the next arbitrator in the rotation. If no arbitrator can hear the case within sixty (60) calendar days of being contacted, the case will be assigned to the arbitrator who can hear the case on the earliest date.
- C. The appointment to the panel will be for the life of the Agreement. If an arbitrator decides to remove their name from the panel the parties will meet to decide whether to substitute an additional name(s).

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

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

### **Authority of the Arbitrator**

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

The Union or the Employer will have the right to request the arbitrator to require the presence of witnesses and/or documents. The arbitrator's decision shall be made in writing and the arbitrator shall be encouraged to render the decision within thirty (30) calendar days of the close of the arbitration.

In cases where a grievance is moved to arbitration and the Employer did not agree to Step Three: Grievance Mediation, either party may request a pre-arbitration settlement conference. These conferences shall not delay the arbitration process and may be held with or without the presence of the arbitrator, at the option of the moving party. In the event that an arbitrator is present, the cost of the arbitrator's participation shall be borne equally by the parties.

### **5.12 Arbitration Costs**

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

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

## **Article 6 - Employee Rights**

**6.1 Representation.** Upon request, an employee will have the right to representation at an investigatory meeting, requested by management in which the employee reasonably believes could lead to corrective action. Upon request, an employee will have the right to an interpreter at an investigatory meeting. The Employer will provide reasonable time to allow an employee to secure a representative. The exercise of this right will not unreasonably delay or postpone a meeting. Except as otherwise specified in this Agreement, representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions,

assigning work, informal discussions, delivery of paperwork, staff or work unit meetings or other routine communications with an employee.

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

- A. Informal grievance resolution meetings, grievance meetings, alternative dispute resolution meetings, mediation sessions and arbitration hearings, in accordance with Article 5, Grievance Procedure, and held during the employee's work time;
- B. Management scheduled investigatory interviews and/or pre-disciplinary meetings, in accordance with Article 44, Corrective Action and Dismissal, and;
- C. Negotiations in accordance with Article 62, Mandatory Subjects.
- D. Joint Labor Management meetings in accordance with Article 51.

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

**6.4 Notification.** An employee will obtain prior approval from their supervisor before attending any meeting or hearing. All requests must include the approximate amount of time the employee expects the activity to take. Employees will suffer no loss in pay for attending management scheduled meetings and hearings that are scheduled during the employee's work time. Attendance at meetings or hearings during the employee's non-work hours will not be considered as time worked. An employee cannot use a state vehicle to travel to and from a worksite in order to attend a meeting or hearing unless authorized by the Employer.

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

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

**6.7 Off Duty Employment.** Employees may engage in off duty employment that is consistent with University policy and state law.

## **Article 7 – Employee Facilities**

**7.1 Employee Facilities.** Adequate lunchroom, washroom and restroom facilities shall be provided and available for the use of the employees. Suitable dressing rooms and/or lockers

shall be provided to employees in those occupations where a change of clothing is required by the Employer. Existing locker rooms and showers will continue to be available for employees.

- A. Employees are encouraged to report to supervision any condition in employee facilities which appear to be below minimum standards.
- B. The adequacy of employee facilities, including sanitary supply dispensers , lactation stations, gender-neutral individual facilities or gender-neutral restrooms, or any change in employee facilities, shall be a proper subject for discussion by the Joint Union-Management Committee.
- C. Regarding the use of Gender Segregated Facilities:
  - 1. **Facility use.** The Employer shall allow individuals the use of gender-neutral individual facilities or gender-segregated group facilities, such as restrooms, locker rooms and showers, where applicable, that are consistent with that individual's gender expression or gender identity.
  - 2. The Employer shall not request or require an individual to use a gender-segregated facility that is inconsistent with that individual's gender expression or gender identity, or request or require an individual to use a separate or gender-neutral facility.

If another person expresses concern or discomfort about a person who uses a facility that is consistent with the person's gender expression or gender identity, the person expressing discomfort should be directed to a separate or gender-neutral facility, if available.

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

**7.2 Wellness Room.** The University will continue to provide access to a wellness room, consistent with applicable law. These spaces can be utilized for medical needs, lactation or religious and spiritual practice. Parties agree that wellness room access is an appropriate topic for labor management meetings.

### **7.3 Temporary Work Spaces**

- A. When an employee is required to report to a UW worksite that is not their typical work location, temporary workspaces will be made available.
- B. Temporary workstation facilities, access, and availability are appropriate topics for a meeting of a Joint Union Management Committee.

## Article 8 – New Employees

### 8.1. New Employee Orientation

- A. The Employer will offer a regularly scheduled, in-person, all day new employee orientation (NEO) which will include a benefits orientation. The orientation will be offered by the office of Professional and Organizational Development in coordination with the Benefits Office and the Employer will require new employees whose work location is the Seattle Main Campus to attend. Employees at worksites or with an official duty station within a fifty- (50-) mile radius (for example, Tacoma and Bothell Campuses) will be encouraged to attend NEO in-person . Online orientations (self-paced) will be offered to employees in locations or positions that cannot attend in-person.
- B. If the University conducts orientation on-line (self-paced), the Union will be permitted to display a reasonable amount of information as part of the program.
- C. The Union shall be allowed up to thirty (30) minutes with employees during the NEO and if applicable, member presenters shall be released for up to one (1) hour for online orientation, and up to 2 (two) hours for in-person orientation, depending on the distance traveled. Such release time will be subject to the operational needs of the department and does not count as time worked for the purpose of calculating overtime.
- D. The Employer will send the Union a list of all new hires scheduled to attend NEO, with all contact and job information available, by the Friday before the orientation date. Updates with any additional available information will be provided no later than the morning of the orientation. A list of last-minute registrants and actual attendance will be provided no later than the end of the week in which the orientation occurs.
- E. For employees hired into the bargaining unit who do not attend the orientation described in A or those that do not attend the Union’s drop-in session after attending the self-paced online orientation describe in B above, within ninety (90) days of the employee’s start date, the Employer will provide the Union access to the employee during the employee’s regular work hours to present information about the Union. This access will be provided at the employee’s regular worksite, online or at a location mutually agreed to by the Employer (in accordance with Article 50 Union Activities, Rights and Stewards) and the Union and will be for no less than thirty (30) minutes.

**8.2 New Employee Training.** New employees will be onboarded and trained on their duties for their specific department. Onboarding will include, but not be limited to, informing employees of available leave benefits, professional development funding and opportunities, and safety and security procedures for their specific worksite or building.

## Article 9 – Probation for Professional Libraries and Press Employees

**9.1** All Professional Libraries and Press employees who successfully complete the probationary period described in this Article, will be covered by Article 44 Corrective Action.

**9.2** Every part-time and full-time Professional Libraries and Press employee, following the initial appointment to a position, will serve a probationary period of six (6) consecutive months. The Employer may extend the probationary period for an individual employee as long as the



extension does not cause the total period to exceed twelve (12) months. Employees will be provided with a written explanation for the extension. If the extension is based on performance issues, the employee will receive a performance improvement plan. Extension of probationary periods shall not be a normal practice.

**9.3** Supervisors will provide feedback during the employee's probationary period which may include written performance expectations. If at any point during a probationary period the supervisor believes that the employee's performance may result in their rejection, when possible, the supervisor will provide feedback as soon as possible identifying areas of improvement and offering support.

**9.4** Employees who complete their probationary period within the University of Washington Library System (UW Libraries, UW Press, and the Gallagher Law Library) shall not be required to complete another probationary period within the University of Washington Library System, provided there is no break in service between appointments. However they may be required to complete trial service in accordance with Article 15.3.

**9.5** 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 33 and 30. 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 workday.

**9.6** By mutual agreement, the probationary period for additional selected classifications may be established for a period in excess of six (6) months but not to exceed twelve (12) months.

**9.7** 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.

**9.8** An employee who is appointed to a different position in a different classification prior to completing their initial probationary period will serve a new probationary period. The length of the new probationary period will be in accordance with Subsection 9.2 above, unless adjusted by the Appointing Authority for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.

**9.9 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 2.

## Article 10 – Hours of Work

### 10.1 Definitions.

- A. **Full-time Employee.** An employee regularly scheduled to work forty (40) hours per work week.
- B. **Part-time Employee.** An employee regularly scheduled to work less than forty (40) hours per workweek.
- C. **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.
- D. **Overtime-Eligible Position.** An overtime-eligible position is one that meets the criteria for overtime coverage under federal and state law.
- E. **Overtime-Exempt Position.** A position determined not eligible for the mandatory overtime provisions under State and Federal Law.
- F. **Work Schedules.** Work schedules may be established by the Employer in order to meet operational needs, as long as the work schedules are administered in compliance with federal and state laws.

**10.2 Determination.** Per federal and state law, the Employer will determine whether a position is overtime-eligible or overtime-exempt. When the Employer determines that an overtime-eligible position is overtime-exempt or vice versa, the employee will be notified in writing of the determination.

### 10.3 Work Schedules

#### A. Regular Work Schedules

1. The regular work schedule will normally include two (2) consecutive scheduled days off.
2. Work schedules of different numbers of hours may be established for employees, as long as the alternate work schedules meet federal and state laws. Employees may request alternative work schedules, based on personal or family needs and such requests will be approved by the Employer, subject to operational needs. The Employer will consider employees' personal and family needs.

B. **Alternative Work Schedules.** From time to time, there may be a need for flexibility to adjust the daily work schedules within the workweek to accomplish assigned job duties and responsibilities. The Employer will consider an employee's preference in determining the work schedule.

C. **Emergency Schedule Changes.** The Employer may adjust an employee's work schedule without prior notice in emergencies, or extraordinary unforeseen operational needs.

- D. **Employee-Requested Schedule and FTE Changes.** Employees' work schedules and FTEs may be changed, temporarily or permanently, at the employee's request and with the Employer's approval, provided the Employer's needs are met and no overtime expense is incurred.

## Article 11 – Overtime

**11.1 Overtime Exempt Employees.** Overtime-exempt employees are not covered by federal or state overtime laws and do not receive overtime compensation or compensatory time off. These employees are accountable for their work product, and for meeting the objectives of the institution for which they work. The Employer's policy for all overtime-exempt employees is as follows:

- A. The Employer determines the products, services, and standards that must be met by overtime-exempt employees.
- B. Full-time schedules are assumed to be forty (40) hours; however employees are expected to work to complete job responsibilities. Overtime-exempt employees may be required to work specific hours to provide services, including nights and weekends, when deemed necessary by the Employer.
- C. Part-time schedules are assumed to be any schedule less than full-time. Employees are expected to work beyond their normal schedule when necessary. The supervisor may establish a regular work schedule, but part-time employees are expected to remain flexible to accommodate the unit's goals and mission.
- D. No employee will typically be required to work more than five (5) consecutive days in a seven (7) day period. Employees will consult with their supervisors to adjust work hours to accommodate the appropriate balance between extended work time and offsetting time.

### 11.2 Overtime Eligible Employees.

- A. Work in excess of forty (40) hours in one (1) standard work week constitutes overtime for over-time eligible employees. Use of paid time off does not count as time worked when calculating overtime. Overtime requested by the employee must be pre-approved by the Employer prior to working overtime.
- B. Overtime worked by the 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, at the employee's request, compensatory time off at one and one-half (1-1/2) times the overtime hours worked may be granted in lieu of monetary payment.
- D. Compensation paid to an employee for accrued compensatory time shall be paid at the regular rate earned by the employee at the time the employee receives such payment. Upon termination of employment, an employee will be paid for any unused compensatory time in accordance with the Fair Labor Standards Act.

- E. Use of accrued compensatory time shall be approved by the employing official with consideration being given to the work requirements of the department and the wishes of the employee. Compensatory time off may be scheduled by the employing official during the final sixty (60) days of a biennium
- F. Compensatory time must be used or paid for by June 30 of each fiscal year. The employee's unused compensatory time balance will be cashed out every June 30 or when the employee leaves University employment for any reason. The employee's compensatory time balance may also be cashed out when the employee:
  - 1. Transfers within their department to a position with different funding sources, or
  - 2. Transfers to a position in another department.

## **Article 12 – Professional Development**

**12.1** Professional Development benefits both the Employer and the employee. Professional Development is the responsibility of the employee with the support and encouragement of their supervisor. The Employer sets professional development funds aside for each fiscal year (July 1 to June 30); employees considering utilization of these funds may discuss potential opportunities with their supervisors at any time, including during annual performance evaluations. Annually by July 1, employees will be notified in writing of the professional development allocations for the year. UW Press, Gallagher Law Library, UW Bothell and Cascadia College Library, and UW Tacoma Library are funded separately than UW Seattle Libraries, and their allocations may vary.

Requests for professional development funds may include opportunities for research and other professional development activities including scholarly meetings, conferences, professional meetings, seminars, professional association membership fees, workshops, and webinars, and any necessary travel costs to attend these events. Requests require documented supervisor support. Supervisors may make requests for use of professional development funds on behalf of their employees when there is a professional development opportunity needed to support the work of the organization or when the employee's performance needs improvement.

Employees should submit requests for professional development funds as far in advance as possible. The Employer will make a good faith effort to respond in writing to requests for funding within two (2) weeks.

**12.2 Law Librarian Fees.** Membership fees for the following Law Librarian professional associations shall be paid for by Gallagher Law Library: AALL or ALA. The Employee may request payment for additional membership in other organizations (e.g. LLOPS, Westpac, etc.), subject to Employer approval.

The Employer will also pay for the Washington State Librarian's Certificate.

**12.3 Employee Awareness and Planning.** Upon hire, employees will be given information describing the existence of and procedures surrounding the professional development programs described in this Article.

Supervisors should have conversations with their supervisees meant to discuss organizational goals, their supervisees' professional goals, and professional development opportunities, that

may help them achieve these goals. Conversations may happen outside the performance review and goal cycle and are not tied to an employee's performance.

**12.4 Release Time.** The Employer will make every effort to allow the employee to participate in relevant professional development on paid release time. Employees who have received outside funding or scholarships for professional development opportunities may request paid release time to attend. Release time for training for employees accepted for UW-sponsored training and development programs shall be in accordance with Executive Order 52. Upon request, reasons for denial of release time will be provided in writing.

**12.5 Required Training.** If the Employer requires an employee to receive training all fees and related costs will be paid by the employing department. If attendance in such courses requires use of the employee's personal vehicle, the employee will be reimbursed at the University's travel rates applying at the time. If other transportation must be taken, the employee will be reimbursed for all transportation costs. When attendance is required for courses that take place outside of regular work hours, supervisors will work with their supervisees to adjust work hours to accommodate the appropriate balance between extended work time and offsetting time, per Article 11, Overtime.

**12.6 Other Professional Development Opportunities.** See Article 54, Tuition Exemption and Article 42, Paid Professional Leave.

**12.7 Training – Layoff.** Employees on layoff status shall be eligible to participate on a space available basis in regularly scheduled layoff training Professional & Organizational Development programs in accordance with <https://hr.uw.edu/pod/courses-and-workshops/layoff-training/>.

**12.8 Travel Funding.** Following allocation and travel approval process, employees are generally expected to pay out of pocket and submit documented expenses for reimbursement. Options for per-diem advances and prior trip reimbursement may be available through UW Travel Services in accordance with University policy. The Employer will make a good faith effort to process travel reimbursement requests within ten (10) working days of receiving a complete request.

## Article 13 – Hiring

### 13.1 Filling Positions

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

- D. Notice that applications are being accepted for vacant bargaining unit positions will be published by the Employer and will be made available in places intended to reach bargaining unit employees for a minimum of seven (7) calendar days prior to the closing of the application period. The University may limit the scope of the posting area if applications only from within the posting area are accepted. Temporary librarian appointments may be filled by a competitive or non-competitive process, as determined by the Employer.

Recruitment (processes and practices) and staffing are appropriate subjects for Joint Union/Management Committee Meetings.

### **13.2 Equity, Diversity, Inclusion and Anti-Racism in Employee Recruitment**

- A. UW Libraries, Law Library, and Press is strongly committed to engaging in practices that engage applicants from underutilized groups.
- B. UW Libraries, Law Library, and Press will require implicit bias trainings for all search committee members before searches commence.
- C. UW Libraries, Law Library, and Press will maintain a list of the places where positions are advertised. Upon request, the list will be made available to the Union.
- D. All UW Libraries, Law Library, and Press job vacancy announcements and advertisements will include reference to the parties' CBA and will articulate wage and salary information in compliance with RCW 49.58.110.

## **Article 14 – Appointments**

### **14.1 Regular Appointments**

#### **A. Types of Appointments for Professional Libraries and Press employees**

- 1. **Regular Appointments** for positions scheduled to work twelve (12) months per year.

#### **B. Types of Appointments for UW Libraries Librarians and Gallagher Law Librarians.**

The appointment status for librarians can be provisional, permanent or temporary. All provisional, permanent, and temporary appointments must be to positions at a minimum of .5 FTE.

- 1. **Provisional Appointment.** A provisional appointment is a specific term appointment exclusive of time granted for extension of appointment in accordance with Articles 17 and 18. Provisional appointments are always made for the ranks of Assistant Librarian and Senior Assistant Librarian and may be made for initial appointment at the rank of Associate Librarian. Provisional appointments are generally made for all librarians who have less than five (5) years of experience or who have not yet sufficiently demonstrated that they have met the expectations for permanent appointment at the University of Washington Libraries or Gallagher Law Library. Employees coming from temporary librarian positions at UW may elect to count the time in their temporary position toward the five (5) years of experience. Provisional

appointments are subject to resignation (Article 47), retirement, Corrective Action (Article 44) and Layoff, Seniority, Rehire (Article 46).

2. **Permanent Appointment.** Permanent appointment is based on the achievements of the individual and carries with it the right of librarians to hold their rank without reduction of salary or FTE, except for resignation (Article 47), retirement, Corrective action (Article 44) and Layoff, Seniority, Rehire (Article 46). Permanent appointment is not affected by transfer or reassignment between Librarian positions or from an administrative appointment.

Permanent appointment shall be granted to those librarians whose training, ability, and contributions are of sufficient significance to warrant a commitment on the part of the University to employ them for the remainder of their professional careers, except for resignation (Article 47), retirement, Corrective Action (Article 44), and Layoff, Seniority, Rehire (Article 46). Such a policy requires that the granting of permanent appointment be considered carefully. It is a specific action which is exercised after careful consideration of the candidate's qualifications and accomplishments in relation to the qualifications and responsibilities associated with their Rank.

Permanent appointment is made at the ranks of Associate Librarian or Librarian. Permanent appointment is not possible if a librarian only holds a temporary or provisional appointment.

**14.2 Temporary and Interim Appointments.** Temporary and Interim appointments will be for a fixed duration, established and documented at the beginning of the appointment. Individuals hired under this section will receive written notification of the anticipated maximum length of the appointment and the eligibility for benefits. Employees in Temporary and Interim Appointments are subject to all terms of this Agreement except as stated otherwise. The Employer may convert a Temporary Appointment into a regular Appointment if the Employer used a competitive process to fill the temporary appointment. Professional Libraries and Press employees will serve a probationary or trial service period whichever is applicable. Either halfway through the original duration, or six (6) months before the end of the appointment (whichever is shorter), upon request, the Employer will meet with a temporary employee to discuss the status of their temporary appointment.

- A. **Temporary Librarian Appointments.** A temporary appointment shall have a specified date of expiration and shall generally be limited to two (2) years or less. Temporary appointments may be made for any position at the Assistant Librarian, Senior Assistant Librarian or Associate Librarian Rank when it becomes necessary to employ temporary librarians. This type of appointment may also be used when it is necessary to employ temporary replacements for vacant positions. Under no circumstances is the appointment period to exceed the period of time for which funds have been made available. For UW Libraries, Librarians with temporary appointments are not eligible for promotion, and are not eligible to serve on personnel committees. Librarians with temporary appointments are also not eligible to vote for representatives to personnel committees. For Gallagher Law Library, Librarians with temporary appointments are not eligible for promotion and are not eligible to vote on promotions of other law librarians.

The Employer may convert a temporary Librarian into a permanent or provisional Librarian appointment if the Employer used a competitive process to fill the temporary appointment.

**B. Project Appointments (Professional Libraries and Press employees).** Appointments for a limited term may be made for assignments initially intended to be six (6) to twelve (12) months in duration. The filling of project appointments will be determined by the University. Conclusion of the appointment will be at the discretion of the University, including termination of appointment prior to its originally intended expiration date, and will not be subject to Articles 5 (Grievance Procedure) and 46 (Layoff, Seniority, Rehire) of the contract. Time worked in a project appointment will count towards seniority for employees who are appointed to a regular monthly position represented by SEIU, Local 925 without a break in service.

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

**C. Interim Appointment to a Higher Position or Administrative Appointment.**

1. The employing official may temporarily assign an employee(s) supplemental operationally necessary duties and responsibilities of a higher level or administrative position generally for up to one (1) year. Such appointments shall be made in increments of no more than six (6) months. Extensions beyond twelve months may be requested based on business need, in increments of no more than twelve (12) months.

## **Article 15 – Promotion and Transfers of Professional Libraries and Press Employees**

### **15.1 Promotions/Transfers**

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

**B. Definitions.** For the purpose of this Article the following definitions apply:

1. **Promotion via position review.** Movement to a position in a job class with a higher salary range minimum without the need for a competitive application process.



2. **Promotion via application.** Movement to a position in a job class with a higher salary range minimum that requires a competitive application process.
  3. **Transfer.** Movement to a position within the same classification.
  4. **Lateral.** Movement of employee to a position in a different class which has the same salary range minimum as the employee's current class, via reclassification or a competitive application process.
  5. **Voluntary Demotion.** Movement to a position with a lower salary minimum, where the position is attained through the employment process. This section does not apply to employees who demote as the result of corrective action.
- D. The Employer will determine if applicants possess the essential skills required of the position. Essential skills are the minimum qualifications listed in the job description for the classification and any specific position requirements.
- E. Provided there is at least one (1) bargaining unit applicant who is a regular monthly employee and who possesses the essential skills, they shall be among those granted an interview for bargaining unit positions per job requisition. If there are multiple bargaining unit applicants, there is no limit to the number of internal applicants who may be granted an interview by the Employer. Which bargaining unit applicant(s) the Employer chooses to interview shall not be grievable.
- F. Applicants from within the bargaining unit determined not to possess the essential skills for the vacant position may seek a non-grievable review of the assessment through Human Resources. Applicants from the bargaining unit who are interviewed but are not offered the position may request an explanation, written or oral, as to why the position was not offered. The decision is not subject to the grievance procedure.
- F. There will be no formal requirement for time spent in a given position before an employee changes positions through promotion via review, promotion via application, transfer, lateral, or voluntary demotion.

**15.2 Movement Between Positions within UW Libraries, Gallagher Law Library, and UW Press.** Professional Libraries and Press employees who transfer, move laterally, or voluntarily demote shall serve a trial service period. Paid or unpaid leave taken during the six (6) week 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, leave without pay, or shared leave, except for leave taken for military service. Either the Employer or the employee may end the appointment by providing notice. Both the trial service requirement and reversion rights (Employer and employee) apply to employees accepting positions represented by a different Union. During the six (6) week trial service period, the employee may revert back to their former position if the position is still unoccupied. If the former position is occupied, the employee may be placed on the rehire list for their former position.

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

class, or be placed on the rehire list. Paid or unpaid leave taken during the six (6) 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, leave without pay, or shared leave, except for leave taken for military service.

**15.4 Demotion.** Any employee who demotes to a classification in which they have previously held permanent status will serve a six (6) week trial service. At any time during the six (6) weeks the employee has preemptive rights to their former position. This section does not apply to corrective action related demotions.

## **Article 16 – Classification and Reclassification Professional Libraries and Press Employees**

**16.1** The Employer will allocate positions on a “best fit” basis to the most appropriate classification in the Libraries-SEIU 925 bargaining unit classifications at the University of Washington. Allocations shall be based on a position’s duties, responsibilities, or qualifications.

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

**16.3** Should the Employer decide to create, eliminate or modify class specifications which do 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.

**16.4** All new Professional Libraries and Press employees class specifications will be considered included in the bargaining unit, unless exempted by law. The Employer will follow RCW 41.56.21 to determine whether a new position is prohibited by law from being in the bargaining unit. If a new non-supervisory or supervisory position is not prohibited from being in the bargaining unit by RCW 41.56.21, it will be considered bargaining unit work. For work that is permitted to be in the bargaining unit, a new bargaining unit class specification may be created or the position may be assigned to an existing bargaining unit job class specification. The Union may bargain over the salary placement.

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

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

### 16.8 Position Review Process

- A. The Employer or employee representative may request that a position be reviewed when the requesting party believes that the basis of its request has become a permanent requirement of the position. Employees and employee representatives may not request that a position be reviewed more often than once every six (6) months.
- B. The request must be complete and in writing on forms provided by the Employer. Requests may be submitted to Libraries or Law Human Resources.
- C. The UWHR Compensation Office will investigate the position and issue a written response to the employee or employee representative within sixty (60) calendar days from receipt, by Human Resources, of the completed request. The response will include notification of the class and salary assigned when the position is reallocated or notification of the reasons the position does not warrant reallocation when the request is not approved.
- D. The effective date of allocations or reallocations initiated by the Employer shall be determined by the Employer. The effective date of a reallocation resulting from an employee representative request for position review will be established as the first or the sixteenth of the month which precedes the date that the completed request was filed with Libraries or Law HR or the employee's direct supervisor or department, whichever date is earliest. The date of receipt must be appropriately documented.

### 16.9 Position Review Appeal Process:

- A. If the Union wishes to appeal the 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 at the hearing and will be released from work with no loss of pay to attend the hearing. The Hearing Officer's fees and expenses shall be shared equally by the parties.

## **Article 17 – Rank, Status, Initial Appointments, Renewal of Appointments and Promotions for Gallagher Law Librarians**

**17.1 Rank and Status for Gallagher Law Librarians.** Law librarians are appointed at the rank of Assistant Librarian, Senior Assistant Librarian, Associate Librarian, or Librarian dependent upon their qualifications. Each rank carries with it different levels of responsibility, and law librarians are expected to fulfill the responsibilities associated with their ranks and their positions. However, supervisory and management responsibilities are not requirements for promotion in any rank.

Law librarians may be promoted from Assistant Librarian to Senior Assistant Librarian, from Senior Assistant Librarian to Associate Librarian, and from Associate Librarian to Librarian. Persons holding the rank of Associate Librarian are not required to pursue promotion to the rank of Librarian.

The qualifications, responsibilities, and expectations for appointment and promotion at each rank are described in the following section. Within this section, whenever this document refers to the duration of an appointment year, a year is one (1) University academic year (July 1 through June 30) and for purposes of rank and status, the librarian's initial appointment period is defined as beginning on July 1 following the date of hire.

### **A. Assistant Librarian**

- 1. Criteria for Appointment to Assistant Librarian.** This rank is for law librarians who have received the appropriate graduate degree from a program accredited by the American Library Association (ALA) or an equivalent graduate library science, information studies or archival studies degree, and have little or no professional experience in librarianship. In compliance with the ABA's definition of law librarian, the JD (or equivalent) is a suitable substitute for a graduate degree in librarianship in the appointment of a law librarian by Gallagher Law Library. When applicable, appointed law librarians not holding a graduate degree in librarianship will be required to comply with RCW 27.04.055. Generally, appointment to Assistant Librarian will be made for those individuals with fewer than two years of experience as a librarian.
- 2. Expectations for Rank.** Librarians at this rank are generally at the beginning of their career. They are expected to fulfill at a consistently high level the responsibilities described in the position description. Assistant Librarians develop a strong understanding of the context for their role and demonstrate an impact in their responsibilities and competencies. They demonstrate an interest in and an ability to contribute to the workings of their individual unit, department, or user community. They show evidence of an interest in pursuing their own professional development and in making contributions to the profession beyond the work environment.
- 3. Appointment Status.** The appointment as Assistant Librarian is always with provisional status and is for a period of two years only, exclusive of time granted for extension of appointment in accordance with Article 17.2 and 17.3(A)(1). Assistant Librarians do not hold permanent appointment status. They qualify for promotion to Senior Assistant Librarian after the first completed year of their initial two-year appointment as Assistant Librarian.

4. **Promotion to Senior Assistant Librarian.** Not later than August 1 of the second year of the provisional appointment, an Assistant Librarian may apply for promotion to Senior Assistant Librarian with provisional status. If the Assistant Librarian does not apply for promotion, the appointment will expire on the following June 30.

When the Assistant Librarian applies for promotion to Senior Assistant Librarian, the librarian will be notified, no later than June 30 of the second year of the appointment, of one of the following actions:

- a. Promotion to Senior Assistant Librarian with provisional status effective the beginning of the next academic year; or
- b. Nonrenewal of appointment at the end of the next academic year.

## **B. Senior Assistant Librarian**

1. **Criteria for Appointment to Senior Assistant Librarian.** This rank is for law librarians who generally have at least two (2) years of demonstrated competence as an Assistant Librarian in the Gallagher Law Library; have two or fewer years of experience as a law librarian but hold both a JD (or equivalent) and a graduate degree in librarianship accredited by the ALA; have established an equivalent record through comparable positions, service, and professional development at other institutions; or have established a cumulative equivalent record at Gallagher Law Library and other institutions.

Law librarians promoted to the rank of Senior Assistant Librarian have met the position responsibilities and expectations of Assistant Librarians. They have demonstrated the ability to master the foundations, theory, and practice of law librarianship, to develop an understanding of library operations beyond their immediate assignment and to recognize the role of the Gallagher Law Library in the School of Law, and the role of serving the broader research and legal information community. They have demonstrated the capacity for continued growth and development in the profession.

2. **Expectations for Rank.** Senior Assistant Librarians develop a strong understanding of the context for their role, demonstrate an impact in their responsibilities and competencies, and proactively seek ways to support community needs in their domain of responsibility. Senior Assistant Librarians contribute to and/or initiate projects and programs within their units and may contribute to projects outside the assigned unit as members of the broader UW community. They are accountable for performing assigned position responsibilities in a consistently excellent manner. They contribute constructively to recommendations concerning law library functions, operations, and policies, and to the implementation and success of policies, programs, and services of Gallagher Law Library, the School of Law, and the University. They show evidence of substantive professional development, which includes participation in professional activities beyond the work environment.
3. **Appointment Status.** The appointment as Senior Assistant Librarian is always provisional and is for an initial period of three (3) years, exclusive of time granted for extension of appointment in accordance with Article 17.2 and 17.3(A)(1). Senior Assistant Librarians may apply for a renewal of their appointment for an additional, and final, three (3)-year period. Senior Assistant Librarians do not hold permanent

appointment status. They qualify for renewal/reappointment or for promotion to Associate Librarian after the second complete year of their initial three (3)-year appointment as Senior Assistant Librarian.

4. **Renewal of Appointment Status or Promotion to Associate Librarian.** Not later than August 1 of the third complete year of the initial appointment as Senior Assistant Librarian, the librarian must either:
  - a. Apply for renewal of appointment with provisional status; or
  - b. Apply for promotion to Associate Librarian with permanent status. Candidates applying for promotion must document that they meet the criteria stated in Article 17.1.(C)(1).

If one of the above actions is not taken, the initial appointment will expire on the following June 30.

If the Senior Assistant Librarian applies for renewal of provisional appointment for an additional, and final, three (3)-year period, the law librarian will be notified not later than June 30 of the third year of one of the following actions:

- a. Renewal of provisional appointment for an additional, and final, three (3)-year renewal period effective the beginning of the next academic year; or
- b. Nonrenewal of appointment at the end of the next academic year.

If the Senior Assistant Librarian applies for promotion, the law librarian will be notified not later than June 30 of the third year of one of the following actions:

- a. Renewal of provisional appointment for an additional, and final, three (3)-year period effective the beginning of the next academic year; or
- b. Promotion to Associate Librarian with permanent status effective the beginning of the next academic year; or
- c. Nonrenewal of appointment at the end of the next academic year.

If a Senior Assistant Librarian has had a provisional appointment renewed for an additional, and final, three (3)-year period, the Senior Assistant Librarian may apply for promotion to Associate Librarian with permanent status during the first and second years of this renewed three (3)-year appointment. If the Senior Assistant Librarian does not apply for this promotion by the third year of the renewed appointment, the appointment will expire on the following June 30.

The Senior Assistant Librarian will be notified of one of the following actions not later than June 30 of the third year of the renewed appointment:

- a. Promotion to Associate Librarian with permanent status effective the beginning of the next academic year; or
- b. Nonrenewal of appointment at the end of the next academic year.

### **C. Associate Librarian**

1. **Criteria for Appointment to Associate Librarian.** This rank is for librarians who generally have at least five (5) years of demonstrated competence in Gallagher Law

Library; have established an equivalent record through comparable positions, service, and professional development at other institutions; or have established a cumulative equivalent record at Gallagher Law Library and other institutions.

Librarians promoted to or appointed at the rank of Associate Librarian have met the position responsibilities and expectations of Senior Assistant Librarian, have achieved an understanding of the interrelationships of library functions and operations, and have made substantial and sustained contributions to their user communities or to the libraries in which they have gained their experience.

Librarians promoted to or appointed at the rank of Associate Librarian also demonstrate substantial growth in their profession and have made sustained and significant contributions in professional activities beyond the work environment. Such activities should enhance the individual's value and contributions to Gallagher Law Library, the School of Law, the broader UW research and legal information community. Associate Librarians also demonstrate excellent potential for a sustained and substantive professional career.

2. **Expectations for Rank.** The rank of Associate Librarian is indicative of sustained excellence in professional performance and achievement. Associate Librarians develop a strong understanding of the context for their role, demonstrate an impact in their responsibilities and competencies, and proactively seek ways to support community needs in their domain of responsibility. They contribute to and/or initiate projects with broad scope outside their assigned units, either individually or as members of a committee or task force. They are accountable for performing assigned responsibilities in a consistently excellent manner; for making thoughtful and innovative recommendations concerning library functions, operations, and policies; and for the implementation and success of new or existing policies, programs, and services. Associate Librarians may contribute to the School of Law, the broader UW research and legal information community through service on councils, committees, or task forces. They show evidence of sustained, substantive professional development, which includes significant participation in professional activities beyond the work environment.
3. **Appointment Status.** Promotion to the rank of Associate Librarian is always made with permanent status. Initial appointment in Gallagher Law Library at the rank of Associate Librarian may be made without permanent status for one three (3)-year period. Associate Librarians appointed with provisional status may apply for permanent status during the first and second years of their three (3)-year appointment. Associate Librarians appointed with provisional status must apply for permanent status no later than August 1 of the third year after the date of initial appointment. If the Associate Librarian does not apply for permanent status by the third year of their appointment, the appointment will expire on the following June 30. The Associate Librarian will be notified of one of the following actions not later than June 30 of the third year of the renewed appointment:
  - a. Permanent status effective the beginning of the next academic year; or
  - b. Nonrenewal of appointment at the end of the next academic year.
4. **Promotion to Librarian.** An Associate Librarian may request promotion to the rank of Librarian after the second year of appointment as Associate Librarian with

permanent status. Applications for promotion to the rank of Librarian must be received not later than August 1 of any academic year. The Associate Librarian will be notified whether the promotion has been granted or not by June 30 of the same academic year. If the promotion is granted, it will become effective the beginning of the next academic year. If the promotion is not granted, additional applications may be made in future years. Persons holding the rank of Associate Librarian are not required to pursue promotion to the rank of Librarian.

#### **D. Librarian**

1. **Criteria for Appointment to Librarian.** This rank is for librarians who have at least eight (8) years of demonstrated professional competence in the Gallagher Law Library, or have an equivalent record in comparable positions at other institutions, or have a cumulative equivalent record at Gallagher Law Library and other institutions.

Law librarians promoted to or appointed at the rank of Librarian must have a record of substantial constructive impact on library services through active decision-making, setting priorities and policies, and developing programs. Librarians promoted to or appointed at the rank of Librarian must also have the demonstrated ability to continue this substantial level of contribution throughout the remainder of their careers. Significant service within the School of Law, University or legal information community may also be evident.

The rank of Librarian is indicative of a career which is exemplary in its evidence of professional competence, achievement, and influence. It manifests a record of superior achievement in the law librarian's specific areas of concentration, of contributions to their user community or the libraries in which they have gained their experience, and in the practice of and significant contributions to the profession.

2. **Expectations for Rank.** Librarians are accountable and responsible for the development and implementation of Gallagher Law Library policies, programs, and services. Librarians, regardless of position assignment, exert leadership or influence Gallagher Law Library, the School of Law, the broader UW research and legal information community. To this end, they serve on, and contribute to committees, task forces, or other special projects, within Gallagher Law Library, the School of Law, the broader UW research or legal information community. Librarians, by their sustained exemplary performance of their position responsibilities, serve as models of professional excellence for other librarians at Gallagher Law Library, as well as regionally, nationally, or internationally. Librarians must have a substantial record of contributions to the profession and of sustained professional development. This rank is reserved for those librarians whose careers are exemplary in their evidence of professional competence, achievement, leadership, or influence.
3. **Appointment Status.** Promotion to the rank of Librarian is with permanent status.

**17.2 Procedural Guidelines for Initial Appointments, Renewal of Appointments, and Promotions for Gallagher Law Librarians.** Librarians at the Gallagher Law Library are appointed, promoted and granted permanent status solely upon their qualifications consistent with Executive Order No. 31, ABA Standards, and Rules of Procedure for Approval of Law Schools [accreditation standards].



Appointment to a part-time (at least .5 FTE) or temporary position and the promotion or permanent appointment of a part-time law librarian requires the same qualifications as set forth for full-time appointments.

The creative and educational functions of the School of Law require the appointment of law librarians with outstanding qualifications who are committed fulfilling the ABA prescribed mission to provide support through expertise, resources, and services adequate to enable the law school to carry out its program of legal education.

Law librarians customarily hold both a Juris Doctor (JD) (or equivalent) and a graduate degree in librarianship accredited by the ALA. In line with the ABA's definition of law librarian, the JD (or equivalent) is a suitable substitute for a graduate degree in librarianship in the appointment of a law librarian by Gallagher Law Library. When applicable, appointed law librarians not holding an ALA accredited graduate degree in librarianship will be expected to pass the librarian certification exam as required by RCW 27.04.055.

#### **A. Procedural Guidelines for Initial Appointments**

1. **Appointment Procedures for Librarians.** If the appointed search committee decides to recommend a candidate for appointment to a position in the Gallagher Law Library at the conclusion of candidate interviews, the search committee will assemble the necessary documentation pertaining to the background, education, experience, and professional activities of all final candidates. The documentation shall include, but not be limited to, the curriculum vitae, cover letter, pertinent background information, evaluations/comments submitted by law faculty and/or law library personnel, and summaries of interviews with recommenders. The search committee will submit this documentation, with the committee's recommendation, to the Associate Dean. In making a recommendation, the committee will refer to and carefully consider the qualifications and responsibilities contained in Article 17.1 and Article 14.1(B) Appointments.

In compliance with ABA [accreditation] standards, the Associate Dean will carefully consider the information provided by the committee and provide the Dean of the School of Law their final recommendation, including if an offer of appointment should be extended and the terms of the appointment. In turn, the Dean will decide the matter.

2. **Temporary Appointment Procedures.** When the decision has been made to appoint a law librarian with the status of temporary appointment, the Associate Dean makes a recommendation to the Dean regarding the appropriate rank for the temporary appointee. In determining the appropriate appointment rank, the Dean refers to and carefully considers the qualifications and responsibilities as contained in Article 17.1. If a law librarian holding a temporary appointment is selected to fill a position eligible for determination of rank and status, the procedures in Article 17.2 and 17.3(A) will be followed.

**17.3 Procedural Guidelines for Renewal of Appointments, Promotions, and Review for Permanent Status.** Law librarians may be promoted from Assistant Librarian to Senior Assistant Librarian, from Senior Assistant Librarian to Associate Librarian, and from Associate Librarian to Librarian. In addition, those who are Associate Librarians with provisional status may be reviewed for permanent status, without a change in rank.

- A. Promotion, Renewal of Appointment, and Review for Permanent Status.** Promotion, renewal of appointment, and granting of permanent status will be based upon the degree to which the criteria, qualifications and expectations described in Article 17.1 under the appropriate ranks are met. These actions will be taken without regard to position.

Candidates for promotion will be expected to demonstrate that they have met the criteria, qualifications, and expectations for the rank and status for which they are applying. Candidates applying for renewal of appointment as Senior Assistant Librarian must demonstrate growth and achievement in that rank.

Librarians may be promoted from Assistant Librarian to Senior Assistant Librarian; from Senior Assistant Librarian to Associate Librarian; and from Associate Librarian to Librarian.

A person in a temporary appointment is not eligible for promotion.

Renewal of appointment applies only to Senior Assistant Librarians as described in Article 17.1.

Associate Librarians who were initially appointed with provisional status may apply for permanent status as defined in Article 14.1.(B) Appointments.

The calendar for the promotion, renewal of appointment, and permanent status procedures will be established annually prior to the beginning of Summer Quarter by the Associate Dean, within University guidelines and requirements.

- 1. Procedures.** Prior to the beginning of Summer Quarter, all law librarians eligible for promotion or for renewal of appointment, and those Associate Librarians eligible to apply for permanent status, will be notified by School of Law Human Resources or Gallagher Law Library Administration. This notification will specify what action is required from the individual and what documentation must be assembled. Not all librarians notified will choose to apply in a given year. While the ultimate responsibility for initiating a promotion request by the dates indicated in this policy rests with each individual, supervisors should encourage qualified librarians to seek promotion at the appropriate time.

The candidate will assemble documentation pertaining to their background, education, experience, position expectations, professional development and service activities, as listed below. For promotions to Associate Librarian or Librarian, or for individuals holding the rank of Associate Librarian with provisional status being reviewed for permanent status, Gallagher Law Library Administration will identify an external reviewer to evaluate the candidate's record. The external reviewer will be an individual who works in a comparable position at another ABA accredited law school identified by Gallagher Law Library Administration, e.g., the Associate Dean or the Associate Director of the Law Library. This letter, and the identity of the reviewer, will be kept confidential from the candidate.

Each member of the Law Library who is superior in rank to the law librarian (candidate) under consideration will then review all pertinent documentation assembled by the candidate, as well as the letter from the external reviewer (where

applicable). Based on the review of this documentation, they will decide whether to recommend promotion and/or grant of permanent status. In this recommendation, they shall consider the qualifications prescribed for the various ranks in Section 17.1. Promotion and/or granting of permanent status will be based upon the law librarian's attainment of these qualifications and not upon position or length of service.

The eligible voting law librarians of superior rank will separately transmit their individual recommendations to the Associate Dean, along with any additional supporting information the Associate Dean may request.

After reviewing the documentation submitted by the candidate, the external reviewer, and each recommendation from the eligible voting librarians, the Associate Dean shall transmit their recommendation to the Dean with supporting documentation. In addition, the Associate Dean will provide a written summary of their recommendation to the candidate. The candidate may respond in writing within seven (7) calendar days and the response will be added to the candidate's documentation.

In compliance with ABA accreditation standards, the Dean will decide the matter. If the recommendation from the Dean is favorable, or if the promotion or review for permanent status is mandatory, then the Dean shall transmit their recommendation and all documentation to the Provost. If a promotion during a non-mandatory year is denied, the candidate can apply again in accordance with 17.1 above. Final action in all cases is subject to the approval of the Provost.

Gallagher Law Library Administration, in accordance with the calendar established by the Associate Dean, will:

- **Solicit Letters of Reference.** Solicit letters of support from the School of Law community specifying how the candidate has:
  - a. Enhanced the effectiveness and standing of the Gallagher Law Library,
  - b. Demonstrated the candidate's ability to meet the responsibilities of the desired rank,
  - c. Enhanced and contributed to the legal information profession.
- **Identify an External Reviewer.** For promotions to Associate Librarian or Librarian, or for individuals holding the rank of Associate Librarian without permanent status who are seeking permanent status, Gallagher Law Library Administration will identify an individual from outside of the University of Washington to serve as the external reviewer of the file. The external reviewer is chosen for the reviewer's ability to evaluate the candidate's professional accomplishments, activities, and qualifications. This reviewer needs to be able to provide an arms-length, non-conflicted review of the candidate. Gallagher Law Library Administration will provide the external reviewer access to the file which consists of the candidate's letter requesting consideration for promotion, supporting documentation, position descriptions, and the Gallagher Law Library policies and procedures for promotion.

A cover letter from Gallagher Law Library Administration will ask the external reviewer to document the nature of their relationship (if any) with the candidate,

and to provide candid, evaluative comments on whether the candidate has performed in a manner which:

- a. Enhanced the effectiveness and standing of the Gallagher Law Library,
- b. Demonstrated the candidate's ability to meet the responsibilities and qualifications of the desired rank,
- c. Enhanced and contributed to the legal information profession.

## **B. Extension of the Appointment Period for Promotion and Permanent Appointment**

1. **Purpose.** The Gallagher Law Library has a critical interest in attracting and retaining law librarians of the highest quality. This interest is enhanced by ensuring that law librarians are reviewed and promoted in ways that are fair and conducive to a healthy work/life balance. To ensure fairness and equity in administering the system of academic permanent appointment, Gallagher Law Library must provide consistent conditions and standards while supporting members in balancing personal and family obligations with professional achievement. For these reasons, extensions of the probationary period for librarians seeking promotion and permanent appointment are reserved for compelling circumstances which impair the ability of an individual to establish the stature expected of law librarians at Gallagher Law Library within the normal time frame.
2. **Conditions.** Approvals of extensions of the appointment period are never automatic but may be granted when circumstances cause substantial impairment of a candidate's ability to pursue the candidate's professional activities. Such circumstances may include severe personal illness, bereavement, childbirth, adoption of a child, or other significant obligations to a member of the family or household.

The probationary period may not be interrupted for more than one (1) year per event, with a maximum extension of two (2) years.

If an extension is granted, no additional requirements for permanent appointment can be imposed on the candidate by virtue of the extension. The candidate continues to be subject to the same requirements that the candidate would have been subject to without the extension.

3. **Procedure.** Requests for an extension of the appointment period must be made in writing and submitted to the Gallagher Law Library Administration, who will review the request. Candidates should consult with their supervisors prior to requesting an extension. Any supporting documentation should be included with the request. Requests are not granted automatically, and each will be considered on a case-by-case basis. However, every effort will be made to accommodate a request when it becomes clear that circumstances consistent with this policy will substantially impede the librarian's progress toward achieving promotion, renewal, or permanent appointment. Next steps are as follows:
  - o Within fifteen (15) working days of receiving the request, the Gallagher Law Library Administration will review whether the request meets the conditions outlined above and submit a recommendation to extend or not extend the

appointment period to the School of Law Human Resources and the Dean of the School of Law for approval or disapproval.

- If approved by the Dean, it will be referred to the Office of Academic Personnel for final approval.
- School of Law Human Resources will inform the candidate of the decision as soon as it is finalized.

Annual evaluations will continue to occur on a regular basis and are unaffected by this policy.

**C. Guidelines for Activities Supporting Reappointment, Promotion, and Permanent Appointment.** Librarians at the Gallagher Law Library contribute to the law library's mission by performing effectively with regards to three (3) criteria – position expectations, professional development, and service. While the primary emphasis for reappointment, promotion, and permanent appointment is placed on impact in regard to a librarian's job expectations, professional development and service also are essential components of successful academic law librarianship.

Sustained professional performance is the most important criterion for reappointment, promotion, and permanent status. In assembling documentation for promotion, each candidate will be expected to demonstrate that they are pursuing a career which enhances the effectiveness and standing of the University and School of Law and furthers the goals of the profession. The principal evidence will relate to the candidate's performance in line with their positions within the program and structure of the University of Washington School of Law and Gallagher Law Library. Additional evidence may relate to such considerations as:

1. Contributions in helping the School of Law carry out its program of legal education and accomplish its mission as required by ABA accreditation standards.
2. Contributions or influence in advancing the practice or standing of the profession, within or outside the University and the School of Law.
3. Contributions to research, scholarship, or instruction.
4. Achievement and growth in professional competence.
5. Contributions to the work of professional or learned societies.
6. Contributions to University affairs, School of law affairs, or community service.

**Position Expectations.** Since excellence in impact in position responsibilities weighs more heavily in consideration for reappointment, promotion, and permanent status, the performance in one's position must meet high standards of academic law librarianship. The following examples provide evidence of effectiveness in performance. Not all will apply to every position nor is effective performance restricted to these activities.

- Mastery of the professional knowledge required for the position.
- Positive interaction with other law librarians, staff, faculty, and students.
- Creative response to assigned responsibilities and emergent needs.
- Initiation of new projects, procedures, or functions which improve services of the Law Library, School of Law, or other user communities.
- Effective instructional and communication skills.

- Demonstrated ability in report writing and analytical skills, such as:
  - Preparation of written materials such as staff workflows.
  - Development of guides that improve the use of library resources.
  - Analysis of data relating to library collections, operations, and service.
- Effective participation in policy formulation at the departmental and/or libraries-wide level.
- Performance of managerial duties with demonstrated abilities in:
  - Leadership of the department or area.
  - Organizational skills.
  - Supervisory skills.
- Professional growth with an on-going commitment to mastery of new skills in one's specialty and knowledge of current developments in the profession.

**Professional Development.** Law Librarians are expected to demonstrate a sustained commitment to professional development throughout their careers. They show evidence of this commitment in a variety of ways. Depending on the law librarian's position, interests, and professional goals, a law librarian should pursue active participation in professionally-relevant associations, research, scholarly activities, instruction as appropriate, additional education, and/or other professionally-relevant, creative or service activities. Such activities should constitute a substantive contribution to the profession or to scholarship, or should significantly enhance the individual law librarian's ability to carry out their professional responsibilities. A list of sample activities follows. No individual law librarian is expected to have engaged in every activity listed, nor is the list exhaustive.

- Participation in professional associations at the local, state, regional, national, and/or international levels.
  - Membership and active participation in professional organizations that result in professional development.
  - Active participation in or chairing committees of professional or scholarly associations.
  - Presentations, including symposia, webinars, conference sessions, and other professional forums.
  - Active participation in governance of professional or scholarly associations.
  - Organization of workshops and meetings at state, regional, national and/or international levels.
  - Service as a consultant or advisor on professional matters.
- Scholarly publications relating to law, law librarianship or other academic disciplines (regardless of format).
  - Books
  - Articles published in recognized professional or academic journals, and other periodicals.

- Edited works or compilations, indexes, or translations of published works; service on editorial boards; editor of journals.
- Bibliographies
- Shorter works such as reviews and columns.
- Online content such as blogs, wikis, and web sites.
- Contributions to the profession.
  - Instruction, lectures, workshops, or seminars other than those performed as a part of regularly assigned activities.
  - Development of innovative procedures, standards, or new technologies which improve library service.
- Proposals for research submitted and/or funded; grant writing.
- Serves as reviewer for library-related grant application.
- Additional education.
  - Executive or professional education
  - An advanced degree or progress toward a degree in an academic discipline other than library science/information studies/archival studies or certification in a professionally- related field.
  - An advanced degree or progress toward a degree in library science/information studies/archival studies beyond the MLS.

**Contributions and Service to Gallagher Law Library, the School of Law, the University and/or the Legal Information Community.** Service to Gallagher Law Library, the School of Law, the University, and/or the legal information community are important aspects of law librarianship. The purpose of the service criteria is to provide evidence of contributions which extend beyond effective performance in one's position. Such contributions may include, but not be restricted to:

- Productive service on Gallagher Law Library and School of Law committees and task forces
- Active participation in School of Law and/or University activities including committees, councils, task forces, organizations, or instruction. Examples might include feedback about law school curriculum revision, the integration of technology into teaching and learning environments, or ways to support faculty who might be engaged in interdepartmental teaching.
- Active participation in or support of law student and faculty activities, particularly where opportunities exist to enhance the standing of the Gallagher Law Library, or of the profession. Examples might include serving as an advisor to a law review or journal or participating in a formal mentoring program for students interested in becoming law librarians.

- Service to the scholarly community that enhances the stature of the School of Law and the University. Examples might include speaking at a symposium, presenting a paper, or consulting in an area of professional expertise.
- Community service that enhances the stature of the School of Law and the University. E.g., serving on the board of a non-profit law firm or serving on an ABA accreditation or legal education section committee.

## **Article 18 – Ranking, Status, Initial Appointments, Renewal of Appointments Promotions of UW Libraries Librarians**

**18.1 Rank and Status for UW Libraries Librarians.** Librarians are appointed at the rank of Assistant Librarian, Senior Assistant Librarian, Associate Librarian, or Librarian dependent upon their qualifications. Each rank carries with it different levels of responsibility and librarians are expected to fulfill the responsibilities associated with their ranks and their positions. However, supervisory and management responsibilities are not requirements for promotion in any rank.

Librarians may be promoted from Assistant Librarian to Senior Assistant Librarian, from Senior Assistant Librarian to Associate Librarian, and from Associate Librarian to Librarian. Persons holding the rank of Associate Librarian are not required to pursue promotion to the rank of Librarian.

The qualifications, responsibilities and expectations for appointment and promotion at each rank are described in the following section. Within this section, whenever this document refers to the duration of an appointment year, a year is one (1) University academic year (July 1 through June 30) and for purposes of rank and status, the librarian's initial appointment period is defined as beginning on July 1 following the date of hire.

### **A. Assistant Librarian**

1. **Criteria for Appointment to Assistant Librarian.** This rank is for librarians who have received the appropriate graduate degree from a program accredited by the American Library Association or an equivalent graduate library science, information studies or archival studies degree, and have little or no professional experience in librarianship. Generally, appointment to Assistant Librarian will be made for those individuals with fewer than two years of experience as a librarian.
2. **Expectations for Rank.** Librarians at this rank are generally at the beginning of their career. They are expected to fulfill at a consistently high level the responsibilities described in the position description. Assistant Librarians develop a strong understanding of the context for their role and demonstrate increasing proficiency in their responsibilities and competencies. They demonstrate an interest in and an ability to contribute to the workings of their individual unit, department or user community. They show evidence of an interest in pursuing their own professional development and in making contributions to the profession beyond the work environment.
3. **Appointment Status.** The appointment as Assistant Librarian is always with provisional status and is for a period of two years only, exclusive of time granted for extension of appointment in accordance with Article 18.2 and 18.3(A). Assistant



Librarians do not hold permanent appointment status. They qualify for promotion to Senior Assistant Librarian after the first completed year of their initial two-year appointment as Assistant Librarian.

4. **Promotion to Senior Assistant Librarian.** Not later than September 1 of the second year of the provisional appointment, an Assistant Librarian may apply for promotion to Senior Assistant Librarian with provisional status. If the Assistant Librarian does not apply for promotion, the appointment will expire on the following June 30.

When the Assistant Librarian applies for promotion to Senior Assistant Librarian, the librarian will be notified, no later than June 30 of the second year of the appointment, of one of the following actions:

- a. Promotion to Senior Assistant Librarian with provisional status effective the beginning of the next academic year; or
- b. Nonrenewal of appointment at the end of the next academic year.

## **B. Senior Assistant Librarian**

1. **Criteria for Appointment to Senior Assistant Librarian.** This rank is for librarians who generally have at least two (2) years of demonstrated competence as an Assistant Librarian in the University of Washington Libraries; or have established an equivalent record in comparable professional positions at other institutions; or have established a cumulative equivalent record at the University of Washington Libraries and other institutions.

Librarians promoted to or appointed at the rank of Senior Assistant Librarian have met the position responsibilities and expectations of Assistant Librarians. They have demonstrated the ability to master the foundations, theory and practice of librarianship, to develop an understanding of library operations beyond their immediate assignment and to recognize the role of the Libraries in the University, and the role of serving the wider research and learning community. They have demonstrated the capacity for continued growth and development in the profession.

2. **Expectations for Rank.** Senior Assistant Librarians achieve a strong understanding of the context for their role, demonstrate an impact in their responsibilities and competencies, and seek ways to support community needs in their domain of responsibility. Senior Assistant Librarians contribute to and/or initiate projects and programs within their units, and may contribute to projects outside the assigned units as members of a Library, University or other user community task force, council or committee. They are accountable for performing assigned position responsibilities in a consistently excellent manner. They contribute constructively to recommendations concerning library functions, operations and policies, and to the implementation and success of policies, programs, and services of the University Libraries, the University and other user communities. They show evidence of substantive professional development which includes participation in professional activities beyond the work environment.
3. **Appointment Status.** The appointment as Senior Assistant Librarian is always with provisional status and is for an initial period of three (3) years, exclusive of time

granted for extension of appointment in accordance with Article 18.2 and 18.3(A). Senior Assistant Librarians may apply for a renewal of their appointment for an additional, and final, three (3)-year period. Senior Assistant Librarians do not hold permanent status. They qualify for renewal/reappointment or for promotion to Associate Librarian after the second complete year of their initial three (3)-year appointment as Senior Assistant Librarian.

4. **Renewal of Appointment Status or Promotion to Associate Librarian.** Not later than September 1 of the third complete year of the initial appointment as Senior Assistant Librarian, the librarian must either:
- a. Apply for renewal of appointment with provisional status; or
  - b. Apply for promotion to Associate Librarian with permanent status. Candidates applying for promotion must document that they meet the criteria stated in Article 18.1.C.1.

If one of the above actions is not taken, the initial appointment will expire on the following June 30.

If the Senior Assistant Librarian applies for renewal of appointment with provisional status for an additional, and final, three (3)-year period, the librarian will be notified not later than June 30 of the third year of one of the following actions:

- a. Renewal of appointment with provisional status for an additional, and final, three (3)-year renewal period effective the beginning of the next academic year; or
- b. Nonrenewal of appointment at the end of the next academic year.

If the Senior Assistant Librarian applies for promotion, the librarian will be notified not later than June 30 of the third year of one of the following actions:

- a. Renewal of appointment with provisional status for an additional, and final, three (3)-year period effective the beginning of the next academic year; or
- b. Promotion to Associate Librarian with permanent status effective the beginning of the next academic year; or
- c. Nonrenewal of appointment at the end of the next academic year.

If a Senior Assistant Librarian has had an appointment with provisional status renewed for an additional, and final, three (3)-year period, the Senior Assistant Librarian may apply for promotion to Associate Librarian with permanent status during the first and second years of this renewed three (3)-year appointment. If the Senior Assistant Librarian does not apply for this promotion by the third year of the renewed appointment, the appointment will expire on the following June 30.

The Senior Assistant Librarian will be notified of one of the following actions not later than June 30 of the third year of the renewed appointment:

- a. Promotion to Associate Librarian with permanent status effective the beginning of the next academic year; or
- b. Nonrenewal of appointment at the end of the next academic year.

### **C. Associate Librarian**

1. **Criteria for Appointment to Associate Librarian.** This rank is for librarians who generally have at least five (5) years of demonstrated competence in the University of Washington Libraries; or have established an equivalent record through comparable positions, service, and professional development at other institutions; or have established a cumulative equivalent record at the University of Washington Libraries and other institutions.

Librarians promoted to or appointed at the rank of Associate Librarian have met the position responsibilities and expectations of Senior Assistant Librarian; have achieved an understanding of the interrelationships of library functions and operations; and have made substantial and sustained contributions to their user communities or to the libraries in which they have gained their experience. Librarians promoted to or appointed at the rank of Associate Librarian also demonstrate substantial growth in their profession, and have made sustained and significant contributions in professional activities beyond the work environment. Such activities should enhance the individual's value and contributions to the University Libraries, the University, the research and learning community, user communities or the profession. Associate Librarians also demonstrate excellent potential for a sustained and substantive professional career.

2. **Expectations for Rank.** The rank of Associate Librarian is indicative of sustained excellence and demonstrated impact in professional performance and achievement. Associate Librarians contribute significantly toward the development and implementation of projects and programs in their assigned units. They contribute to and/or initiate projects with broad scope outside their assigned units, either individually or as members of a committee or task force. They are accountable for performing assigned responsibilities in a consistently excellent manner, for making thoughtful and innovative recommendations concerning library functions, operations, and policies, and for the implementation and success of new or existing policies, programs, and services. Associate Librarians may contribute to the University, the research and learning community or user community through service on councils, committees or task forces. They show evidence of sustained, substantive professional development, which includes significant participation in professional activities beyond the work environment.
3. **Appointment Status.** Promotion to the rank of Associate Librarian is always made with permanent status. Initial appointment in the University of Washington Libraries at the rank of Associate Librarian may be made without permanent status for one three (3)-year period. Associate Librarians appointed with provisional status may apply for permanent status during the first and second years of their three (3)-year appointment. Associate Librarians appointed with provisional status must apply for permanent status no later than September 1 of the third year after the date of initial appointment. If the Associate Librarian does not apply for permanent status by the third year of their appointment, the appointment will expire on the following June 30. The Associate Librarian will be notified of one of the following actions not later than June 30 of the third year of the renewed appointment:
  - a. Permanent status effective the beginning of the next academic year; or
  - b. Nonrenewal of appointment at the end of the next academic year.

4. **Promotion to Librarian.** An Associate Librarian may request promotion to the rank of Librarian after the second year of appointment as Associate Librarian with permanent status. Applications for promotion to the rank of Librarian must be received not later than September 1 of any academic year. The Associate Librarian will be notified whether the promotion has been granted or not by June 30 of the same academic year. If the promotion is granted, it will become effective the beginning of the next academic year. If the promotion is not granted, additional applications may be made in future years. Persons holding the rank of Associate Librarian are not required to pursue promotion to the rank of Librarian.

#### **D. Librarian**

1. **Criteria for Appointment to Librarian.** This rank is for librarians who have at least eight (8) years of demonstrated professional competence in the University of Washington Libraries; or have an equivalent record in comparable positions at other institutions; or have a cumulative equivalent record at the University of Washington Libraries and other institutions.

Librarians promoted to or appointed at the rank of Librarian must have a record of substantial constructive impact on library services through active decision-making, setting priorities and policies, and developing programs. Librarians promoted to or appointed at the rank of Librarian must also have the demonstrated ability to continue this substantial level of contribution throughout the remainder of their careers. Significant service within the University or user community may also be evident.

The rank of Librarian is indicative of a career which is exemplary in its evidence of professional competence, achievement, and influence. It manifests a record of superior achievement in the librarian's specific areas of concentration, of contributions to their user community or the libraries in which they have gained their experience, and in the practice of and significant contributions to the profession.

2. **Expectations for Rank.** Librarians are accountable and responsible for the development and implementation of University Libraries policies, programs and services. Librarians, regardless of position assignment, exert leadership or influence within the University Libraries, and may do so within the University or research and learning community. To this end, they serve on, and contribute to committees, task forces, or other special projects, within the University Libraries, research or learning communities or user communities. Librarians, by their sustained exemplary performance of their position responsibilities, serve as models of professional excellence for other librarians at the University of Washington, as well as regionally, nationally or internationally. Librarians must have a substantial record of contributions to the profession and of sustained professional development. This rank is reserved for those librarians whose careers are exemplary in their evidence of professional competence, achievement, leadership or influence.
3. **Appointment Status.** Promotion to the rank of Librarian is with permanent status. Appointment to the rank of Librarian is with permanent status.

**18.2 Procedural Guidelines for Initial Appointments for UW Libraries Librarians.** Librarians at the University of Washington are appointed, promoted and granted permanent status solely upon their qualifications consistent with Executive Order No. 31.

Appointment to a part-time (at least .5 FTE) permanent, provisional, or temporary position and the promotion or granting of permanent status to an eligible part-time librarian requires the same qualifications as set forth for full-time appointments.

The creative and educational functions of the University of Washington require the appointment of librarians with outstanding qualifications who are committed to achieving the objectives of the University to preserve, increase, and transmit knowledge.

A graduate degree from a program accredited by the American Library Association or an equivalent library science, information studies or archival studies degree constitutes the primary credential for librarians and is considered the terminal degree. Determination of the equivalency of a graduate degree from a librarianship program outside the United States and Canada will be made by the Administrative Officer Responsible for Personnel in accord with the resources provided by the American Library Association.

### **Procedural Guidelines for Initial Appointments**

- A. **Appointment Procedures for Librarians.** Once a decision has been made to recommend a candidate for appointment to a position in the University Libraries, the Administrative Officer Responsible for Personnel will assemble the necessary documentation pertaining to the background, education, experience, and professional activities of the candidate. The documentation shall include, but not be limited to, the letter of application, curriculum vitae, pertinent background information, letters of reference and the recommendations for rank and appointment status from the supervisor, and those in the supervisory line. In making a recommendation, these individuals refer to and carefully consider the qualifications and responsibilities as contained in Article 18.1 and Article 14.1.B Appointments.
- The Administrative Officer Responsible for Personnel will forward the documentation to the Librarian Personnel Committee on behalf of the Dean of University Libraries.
  - Ad hoc review committees may be appointed at the discretion of the Librarian Personnel Committee when appropriate for an initial appointment. In that event, the Librarian Personnel Committee chair will convey the documentation to the appropriate ad hoc review committee.
  - If established, an ad hoc review committee will review the documentation and make a recommendation to the Librarian Personnel Committee regarding the rank and status of the appointment. In making its recommendation, the ad hoc review committee refers to and carefully considers the qualifications and responsibilities as contained in Article 18.1.
  - The chair of the respective ad hoc review committee transmits the committee's recommendation to the Librarian Personnel Committee, specifying a proposed rank and status of appointment for the candidate.
  - The Librarian Personnel Committee reviews the recommendation taking into consideration, the material contained in Article 18.1 and Article 14.1.B Appointments,

and the rank and status of appointment of recent appointees. The Librarian Personnel Committee may either concur with the ad hoc review committee's recommendation or make its own recommendation. The chair of the Librarian Personnel Committee will notify the respective ad hoc review committee if its recommendation differs from that of the ad hoc review committee.

- The chair of the Librarian Personnel Committee submits its recommendation and all accompanying documentation to the Dean of University Libraries. The Dean of University Libraries will decide the matter and will determine if an offer of appointment will be extended, and shall determine the terms of the appointment.
- If the Dean's determination varies from the recommendation of the Librarian Personnel Committee, and after the offer has been accepted, the Dean of University Libraries will inform the Librarian Personnel Committee of the Dean's action. The chair of the Librarian Personnel Committee will be responsible for notifying the respective ad hoc review committee (when one is appointed) of the Dean's decision. The Administrative Officer Responsible for Personnel will notify the supervisory line of the Dean of University Libraries' decision.

**B. Temporary Appointment Procedures.** When the decision has been made to appoint a librarian with the status of temporary appointment, the immediate supervisor and those in the supervisory line will make a recommendation to the Dean of University Libraries regarding the appropriate rank for the temporary appointee. The Dean of University Libraries will determine the rank of the temporary appointee. In determining the appropriate appointment rank, the Dean of University Libraries refers to and carefully considers the qualifications and responsibilities as contained in Article 18.1. If a librarian holding a temporary appointment is selected to fill a position eligible for determination of rank and status, the procedures in Article 18.2(A) will be followed.

The Administrative Officer Responsible for Personnel will notify the supervisory line of the Dean of University Libraries' decision.

### **18.3 Procedural Guidelines for Renewal of Appointments, Promotions, and Review for Permanent Status.**

**A. Promotion, Renewal of Appointment, and Review for Permanent Status.** Promotion, renewal of appointment, and granting of permanent status will be based upon the degree to which the criteria, qualifications and expectations described in Article 18.1 under the appropriate ranks are met. These actions will be taken without regard to position.

Candidates for promotion will be expected to demonstrate that they have met the criteria, qualifications and expectations for the rank and status for which they are applying. Candidates applying for renewal of appointment as Senior Assistant Librarian must demonstrate growth and achievement in that rank.

Librarians may be promoted from Assistant Librarian to Senior Assistant Librarian; from Senior Assistant Librarian to Associate Librarian; and from Associate Librarian to Librarian. In addition, those who are Associate Librarians with provisional status may be reviewed for permanent status, without a change in rank.

A person in a temporary appointment is not eligible for promotion.

Renewal of appointment applies only to Senior Assistant Librarians as described in Article 18.1.

Associate Librarians who were initially appointed with provisional status may apply for permanent status as defined in Article 14.1.(B)(2) Appointments.

The calendar for the promotion, renewal of appointment and permanent status procedures will be established annually in Summer Quarter by the Dean of University Libraries, within University guidelines and requirements.

- B. **Procedures.** In Summer Quarter, all librarians eligible for promotion or for renewal of appointment, and those Associate Librarians eligible to apply for permanent status, and their supervisors will be notified by the Administrative Officer Responsible for Personnel. This notification will specify what action is required from the individual and what documentation must be assembled. Not all librarians notified will choose to apply in a given year. While the ultimate responsibility for initiating a promotion request by the dates indicated in this policy rests with each individual, supervisors should encourage qualified librarians to seek promotion at the appropriate time.

In assembling the required documentation, each candidate will be expected to demonstrate that the candidate is pursuing a career which enhances the effectiveness and standing of the University of Washington Libraries, supports the mission of the University Libraries, the University and/or learning community, and enhances and contributes to the profession.

Complete and accurate documentation is essential to support a request for promotion, permanent status, or renewal of appointment. Candidates for whom an action is not required may withdraw their request any time prior to the submission of all documentation to the Librarian Personnel Committee.

The candidate must submit documentation to the Administrative Officer Responsible for Personnel in accordance with the calendar established by the Dean of University Libraries (see Appendix C below in the Documentation Checklist for Reappointment, Promotion and Permanent Appointment) for information regarding the contents of the documentation).

The Administrative Officer Responsible for Personnel, in accordance with the calendar established by the Dean of University Libraries, will:

- **Solicit Letters of Reference.** Solicit letters of reference from those individuals listed in the candidate's documentation. These individuals will be asked to provide specific documentation that the candidate has performed in a manner which:
  1. Enhances the effectiveness and standing of the University of Washington Libraries;
  2. Demonstrates the candidate's ability to meet the responsibilities of the desired rank;
  3. Enhances and contributes to the profession.

- **Identify an External Reviewer.** In addition, for promotions to Associate Librarian or Librarian, or for individuals holding the rank of Associate Librarian with provisional status who are seeking permanent status, the Administrative Officer Responsible for Personnel, in consultation with the candidate and supervisors, will identify an individual from outside of the University of Washington to serve as the external reviewer of the file. The external reviewer is chosen for the reviewer's ability to evaluate the candidate's professional accomplishments and activities. This reviewer needs to be able to provide an arms-length, non-conflicted review of the candidate. The Administrative Officer Responsible for Personnel will provide the external reviewer access to the file which consists of the candidate's letter requesting consideration for promotion or review for permanent status, documentation, position descriptions; and the Libraries policies and procedures for promotion; and a copy of the Libraries' mission statement.

A cover letter from the Administrative Officer Responsible for Personnel will ask the external reviewer to provide evaluative comments on whether the candidate has performed in a manner which:

1. Enhances the effectiveness and standing of the University of Washington Libraries;
2. Demonstrates the candidate's ability to meet the responsibilities of the desired rank;
3. Enhances and contributes to the profession.

- **Forward Documentation through Supervisory Line for an Evaluation and Recommendations.** Forward the documentation submitted by the candidate, letters of reference and the statement of evaluation by the external reviewer solicited by the Administrative Officer Responsible for Personnel through the supervisory line for an evaluation and recommendation from the supervisor and recommendations, as applicable, from the Department Head, Director, or other appropriate unit head and from the appropriate Director or Associate Dean. Evaluations from former supervisors who have supervised the candidate within the previous year of application should also be requested by the Administrative Officer Responsible for Personnel.
- **Forward Evaluation and Recommendations to Candidate.** Copies of the evaluation and recommendations made by the supervisor, others in the supervisory line, and former supervisors, will be added to the candidate's documentation and provided to the candidate seven (7) days prior to the submission of the documentation to the Librarian Personnel Committee. Letters of reference and the statement of evaluation by the external reviewer solicited by the Administrative Officer Responsible for Personnel will not be made available to the candidate. Candidates will have seven (7) calendar days to review the documentation with evaluations and recommendations. Within those seven (7) days, any candidate who does not concur with the evaluation and recommendation may submit a statement to the Administrative Officer Responsible for Personnel explaining the points of dispute accompanied by supporting details. This statement will become part of the candidate's documentation. A copy of the candidate's statement also will be made available to the supervisory line. If a candidate for whom an action is not required decides to withdraw the candidate's request, it must be done at this time.



- **Submit all Documentation to the Librarian Personnel Committee.** Submit all documentation, including a cover letter stating what action is being requested by the individual and specific alternative actions which are permissible under the promotion or the granting of permanent status process, to the Librarian Personnel Committee.
- **Transmit the Documentation to the Appropriate Review Committee.** The Administrative Officer Responsible for Personnel will transmit all documentation to the appropriate review committee for review.
- **Forward any Documentation Comments.** After the promotion cycle, the Administrative Officer Responsible for Personnel will forward any comments received from the Librarian Personnel Committee regarding future improvements to the candidate's documentation to the candidate and the candidate's immediate supervisor and others in the supervisory line as appropriate.

**The Librarian Personnel Committee will:**

- **Review Documentation and any Documentation Comments.** The Librarian Personnel Committee will review the documentation and the review committee's recommendation for each candidate. The Librarian Personnel Committee will also review any review committee comments recommending improvements to the documentation.
- **Submit its Recommendation and Supporting Documentation to the Dean of University Libraries.** The Librarian Personnel Committee may either concur with the review committee's recommendation or make its own recommendation. The chair of the Librarian Personnel Committee submits its recommendation and all supporting documentation to the Dean of University Libraries. In addition, if the Librarian Personnel Committee has received review committee recommendations concerning a candidate's documentation, it will forward this information to the Administrative Officer Responsible for Personnel. The Librarian Personnel Committee may also choose to incorporate these recommendations in a separate memo.

The Dean will provide the candidate with the written recommendation from the Librarian Personnel Committee. The Candidate may respond in writing within seven (7) calendar days and the letter will be added to the Candidate's documentation.

**The Review Committee will:**

- **Review Documentation.** The review committee will review the documentation and make a recommendation for a specific action to the Librarian Personnel Committee. In making its recommendation, a review committee refers to and carefully considers the qualifications, responsibilities and other pertinent information relating to promotion, renewal of appointment, or granting of permanent status as stated in Article 18.1 and Article 14.1(.B) Appointments. The chair of each review committee transmits its recommendation to the Librarian Personnel Committee. The review committee may also include a separate statement to the Librarian Personnel Committee detailing possible improvements for the candidate's future documentation.

The Dean provides the candidate with the written committee recommendation from the Review Committee. The Candidate may respond in writing within seven (7) calendar days and the letter will be added to the Candidate's documentation.

**The Dean of University Libraries will:**

- **Make the Final Recommendation.** The Dean of University Libraries will make the final recommendation and discuss it with the Librarian Personnel Committee if it varies from the Librarian Personnel Committee's recommendation.
- **Transmit Recommendations to Provost.** The Dean of University Libraries' recommendations for promotion or granting of permanent status will then be transmitted to the Provost. Recommendations for renewal of appointment do not need to be reviewed by the Provost.
- **Notify Supervisory Line and Candidate of the Final Decision.** After the Provost's decision has been received, the final decision for each individual will be made known to the immediate supervisor and others in the supervisory line as well as the chair of the Librarian Personnel Committee, prior to the Dean of University Libraries notifying the individual. The chair of the Librarian Personnel Committee will inform the Committee and the respective review committees, once the candidates have been notified. When a librarian has been unsuccessful in achieving the requested action, the Dean of University Libraries will work with the immediate supervisor, the appropriate Director or Assistant/Associate Dean, and others in the supervisory line to assist the librarian in understanding the current situation and in planning for future options (assuming the action is not terminal). The Librarian Advisory Program may also be utilized.

**C. Extension of the Appointment Period for Promotion and Permanent Appointment**

1. **Purpose.** The University of Washington Libraries has a critical interest in attracting and retaining librarians of the highest quality. This interest is enhanced by ensuring that librarians are reviewed and promoted in ways that are fair and conducive to a healthy work/life balance. To ensure fairness and equity in administering the system of academic permanent appointment, the Libraries must provide consistent conditions and standards while supporting members in balancing personal and family obligations with professional achievement. For these reasons, extensions of the probationary period for librarians seeking promotion and permanent status are reserved for compelling circumstances which impair the ability of an individual to establish the stature expected of librarians at the University of Washington within the normal time frame.
2. **Conditions.** Approvals of extensions of the appointment period are never automatic but may be granted when circumstances cause substantial impairment of a candidate's ability to pursue the candidate's professional activities. Such circumstances may include severe personal illness, bereavement, childbirth, adoption of a child, or other significant obligations to a member of the family or household.

The probationary period may not be interrupted for more than one (1) year per event, with a maximum extension of two (2) years.

If an extension is granted, no additional requirements for promotion, renewal, or permanent status can be imposed on the candidate by virtue of the extension. The candidate continues to be subject to the same requirements that the candidate would have been subject to without the extension.

3. **Procedure.** Requests for an extension of the appointment period must be made in writing and submitted to the Administrative Officer Responsible for Personnel, who will review the request. Candidates should consult with their supervisors prior to requesting an extension. Any supporting documentation should be included with the request. Requests are not granted automatically and each will be considered on a case-by-case basis. Generally, however, every effort will be made to accommodate a request when it becomes clear that circumstances, consistent with this policy, will substantially impede the librarian's progress toward achieving promotion, renewal, or permanent status. Next steps are as follows:
  - Within five (5) working days of receiving the request, the Administrative Officer Responsible for Personnel will forward it to the Librarian Personnel Committee for their review as to whether the request meets the conditions outlined above and a recommendation to extend or not extend the appointment period.
  - Within ten (10) working days, the Librarian Personnel Committee will forward its recommendation to the Dean of University Libraries for approval or disapproval.
  - If approved by the Dean, it will be referred to the Office of Academic Personnel for final approval.
  - The Administrative Officer Responsible for Personnel will inform the candidate of the decision as soon as it is finalized.

Librarians may approach their unit heads or the Administrative Officer Responsible for Personnel for information concerning the policy or with individual requests for extension.

Annual evaluations will continue to occur on a regular basis and are unaffected by this policy.

- D. Guidelines for Activities Supporting Renewal of appointment, Promotion, and Permanent status.** Librarians at the University of Washington contribute to the Libraries' vision and mission by performing effectively with regards to three (3) criteria- Position Expectations, Professional Development, and Contribution and Service to the University Libraries, the University and the Community. The primary emphasis for reappointment, promotion and permanent status is placed on impact and performance in regard to a librarian's position expectations; professional development and service also are essential components of successful academic librarianship.

**Position Expectations.** Since excellence in position responsibilities weighs more heavily in consideration for reappointment, promotion and permanent status, the performance in one's position must meet high standards of academic librarianship. The following examples provide evidence of effectiveness in performance; not all will apply to every position nor is effective performance restricted to these activities.

- Mastery of the professional knowledge required for the position.
- Positive interaction with members of the library staff and library users.
- Creative response to assigned responsibilities and emergent needs.
- Initiation of new projects, procedures, or functions which improve services of the unit, University Libraries, or other user communities.
- Effective instructional and communication skills.
- Demonstrated ability in report writing and analytical skills, such as:
  - Preparation of written materials such as staff manuals.
  - Development of in-house guides, bibliographies, etc., which improve the use of library resources.
  - Analysis of data relating to library collections, functions, and use.
- Effective participation in policy formulation at the departmental and/or libraries-wide level.
- Performance of managerial duties with demonstrated abilities in:
  - Leadership of the department or area.
  - Organizational skills.
  - Supervisory skills.
- Professional growth with an on-going commitment to mastery of new skills in one's specialty and knowledge of current developments in the profession.

**Professional Development.** Librarians are expected to demonstrate a sustained commitment to professional development throughout their careers. They show evidence of this commitment in a variety of ways. Depending on the librarian's position, interests, and professional goals, a librarian should pursue active participation in professionally-relevant associations, scholarly associations, research, publishing, additional education, and/or other professionally-relevant, creative or service activities. Such activities should constitute a substantive contribution to the profession or to scholarship, or should significantly enhance the individual librarian's ability to carry out the librarian's professional responsibilities. A list of sample activities follows. No individual librarian is expected to have engaged in every activity listed, nor is the list exhaustive.

- Participation in professional associations at the local, state, regional, national, and/or international levels.
  - Membership and active participation in professional organizations that result in professional development.
  - Active participation in or chairing committees of professional or scholarly societies.
  - Presentations, including such things as papers, lectures, displays, and poster sessions and other professional forums.
  - Active participation in governance of professional or scholarly societies.
  - Organization of workshops and meetings at state, regional, national and/or international levels.
  - Service as a consultant or advisor on professional matters.

- Scholarly and library-related publications relating to librarianship or other academic disciplines (regardless of format).
  - Books
  - Articles published in formats such as, but not limited to: books, recognized professional journals, and electronic publications.
  - Edited works or compilations, indexes, or translations of published works; service on editorial boards; editor of journals.
  - Bibliographies
  - Software packages, video/interactive programs.
  - Shorter works such as reviews and columns.
  - Online content such as blogs, wikis, and web sites.
- Contributions to the profession.
  - Instructions, lectures, workshops, or seminars other than those performed as a part of regularly assigned activities.
  - Development of innovative procedures, standards, or new technologies which improve library service.
  - Moderator of a listserv.
- Creative activities.
  - Preparation of scholarly exhibits.
  - Other examples of creative activities relating to librarianship.
- Proposals for research submitted and/or funded; grant writing.
- Serves as reviewer for library-related grant application.
- Additional education.
  - An advanced degree or progress toward a degree in an academic discipline other than library science/information studies/archival studies or certification in a professionally- related field.
  - An advanced degree or progress toward a degree in library science/information studies/archival studies beyond the MLS.

**Contributions and Service to the University Libraries, the University and the Community.** Service to the University Libraries, the University and the community are important aspects of librarianship. The purpose of the service criteria is to provide evidence of contributions which extend beyond effective performance in one's position. Such contributions may include, but not be restricted to:

- Productive service on University Libraries' committees and task forces, and in the activities of the Association of Librarians of the University of Washington.
- Active participation in University activities including but not limited to committees, councils, task forces, organizations, or instruction, particularly where opportunities exist to enhance the standing of the University Libraries, or of the profession. Examples might include active involvement in curriculum revision at the department,

college, or University level, or in the integration of technology into teaching and learning environments, or interdepartmental or outside teaching as defined in , “Guidelines for Interdepartmental Teaching and Outside Professional Work.”

- Active participation in or support of student and faculty activities, particularly where opportunities exist to enhance the standing of the University Libraries, or of the profession. Examples might include serving as an advisor to a student or faculty publication, or participating in a formal mentoring program for students interested in becoming librarians.
- Service to the scholarly community that enhances the stature of the University Libraries and the University. Examples might include serving on the board of a museum or historical society, speaking on a topic of professional interest, or consulting in an area of professional expertise.
- Community service that enhances the stature of the University Libraries and the University. Examples might include serving on the board of a community library or as a literacy volunteer.

**18.4 Committees to Support Initial Appointments, Renewal of Appointments, Status, and Promotions of UW Libraries Librarians.** The following Committees perform essential duties in support of initial appointments, renewal of appointments, granting of permanent status, and promotions for UW Libraries Librarians:

- **Librarian Personnel Committee** – provides representative-based oversight in the support and implementation of the promotion process and makes recommendations to the Dean regarding a librarian’s qualifications for rank, appointment status, renewal of appointment and promotion.
- **Review Committees** – makes recommendations to the Librarian Personnel Committee regarding a librarian’s qualifications for promotion, appointment status, renewal of appointment and promotion.
- **Ad Hoc Review Committees** – makes recommendations to the Librarian Personnel Committee on initial rank and appointment, excluding temporary appointments.
- **Librarian Advisory Program Committee** – coordinates, monitors, reviews and evaluates the Librarian Advisory Program, which assists Librarians’ progress through the procedures outlined in this Article.

**18.5 Librarian Personnel Committee.** The role of the Librarian Personnel Committee is to make recommendations to the Dean regarding a librarian’s qualifications for rank, appointment status, renewal of appointment and promotion. The Librarian Personnel Committee ensures librarian involvement in the review of rank, appointment status, renewal of appointment and promotion. The Librarian Personnel Committee also contributes to professional development by commenting on, and making recommendations for future improvements of, candidate’s documentation materials (e.g., organization, writing style, addenda, and content).

The Librarian Personnel Committee is an elected body. All librarians in the bargaining unit serving with permanent status, with twenty-four (24) months experience with the University of

Washington Libraries at the time of the election, are eligible to serve on the Librarian Personnel Committee. Elections will be conducted by the Administrative Officer Responsible for Personnel. The Librarian Personnel Committee appoints and receives recommendations from review committees for each personnel group of the University Libraries to ensure librarian involvement in all personnel actions for which the Committee is responsible. For the list of personnel groups see Appendix A.

In addition, the Librarian Personnel Committee makes recommendations to the Dean of University Libraries on: rank and appointment status (excluding temporary appointments), promotion, renewal of appointment, and permanent status. The Librarian Personnel Committee appoints and receives recommendations from review committees considering promotion, renewal of appointment, and permanent status.

The chair of the Librarian Personnel Committee appoints members for each ad hoc review committee when appropriate. Appointment procedures are described in Article 18.7. Ad Hoc review committees make recommendations on initial rank and appointment (excluding temporary appointments).

In its review of supervisory, review committee and other documentation, the Librarian Personnel Committee determines whether there is consistency in the use of criteria within a personnel group and on a University Libraries-wide basis. The Librarian Personnel Committee maintains a record of the membership of review committees and forwards a copy of that record to the Administrative Officer Responsible for Personnel. It questions perceived inequities or discrepancies; recommends appropriate corrective action, and records and forwards its recommendation and all documentation on each individual to the Dean of University Libraries. In arriving at its recommendations, the Committee uses its knowledge to form independent assessments of the case. Recommendations must be based on the documentation presented. If the Librarian Personnel Committee has questions about the review committee recommendation, the Librarian Personnel Committee may ask to meet with the chair of the review committee to ask for clarification. The Dean of University Libraries is responsible for the final decision. The deliberations of the Librarian Personnel Committee as they apply to specific personnel cases are confidential.

The Librarian Personnel Committee consists of seven (7) members and reports to the Dean of University Libraries. Members are elected for two (2) year terms to represent the personnel groups within the University Libraries. All members of the Librarian Personnel Committee, regardless of rank and status, may vote on all cases before the Committee, except where precluded. Each year the Librarian Personnel Committee will elect its own chair and additional officers as necessary to conduct its business. A Librarian Personnel Committee member will not be present during consideration of the documentation and recommendations concerning individuals in the Committee member's supervisory line, or for deliberations on the member's own candidacy. Four (4) members of the Librarian Personnel Committee constitute a quorum.

Each personnel group will have two elected representatives who will serve staggered two (2)-year terms. Each personnel group will elect its own representatives. In addition, there will be one (1) representative from outside the bargaining unit elected every two (2) years. Members may serve no more than two (2) succeeding terms at one (1) time on the Librarian Personnel Committee. If a Librarian Personnel Committee member resigns, a special election will be held to select a member from the same personnel group, or librarians outside the bargaining unit, as appropriate to complete the term.

**Election Procedures for the Librarian Personnel Committee.** Elections for the Librarian Personnel Committee will be held during the Spring Quarter, with the process to be completed by the end of Spring Quarter. Terms of office will begin on July 1. Elections will be conducted by the Administrative Officer Responsible for Personnel who will prepare the slate of all eligible candidates. These individuals constitute the slate of candidates and, if elected, are requested to serve unless extenuating circumstances dictate otherwise.

The vote will be taken by ballot under the direction of the Administrative Officer Responsible for Personnel. All librarians with a .5 FTE or more are eligible to vote, except those librarians holding temporary appointments. Every year they will elect a representative from their personnel group. Every other year non-bargaining unit librarians will vote for a librarian representative from outside the bargaining unit. The Administrative Officer Responsible for Personnel and continuing members of the Librarian Personnel Committee will be responsible for tallying the ballots.

Librarians with split assignments must choose with which personnel group they wish to participate at the time of initial appointment. The personnel group chosen will apply to all subsequent elections and review committee meetings while the individual holds that position.

The librarian in a personnel group who receives the most votes is elected to the Librarian Personnel Committee. In the case of a tie vote, those candidates with the highest number of votes in the personnel group will be candidates in a runoff election. The candidate in the runoff who receives the most votes is elected. If a tie vote is the result of the runoff, a representative will be selected using a random method (e.g., by drawing lots) under the direction of the Administrative Officer Responsible for Personnel.

**18.6 Review Committees.** Annually, the Librarian Personnel Committee appoints Review Committees for the personnel actions of promotion, renewal of appointment, and for the granting of permanent status to serve for a one (1) year term. These committees are charged to review the documentation and make recommendations to the Librarian Personnel Committee regarding a librarian's qualifications for promotion, renewal of appointment, and permanent status. These committees can also contribute to professional development by commenting on, and making recommendations for future improvements of, candidate's documentation materials (e.g., organization, writing style, addenda, and content).

Each Review Committee reviews the documentation and records (see Article 18.2 and 18.3) and forwards its recommendation and all documentation on each individual to the Librarian Personnel Committee. Recommendations must be based on the documentation presented. A candidate's documentation should be a complete and accurate reflection of the candidate's career to ensure that any librarian reading it will have a full understanding of the candidate's performance. Committee discussion is documented by summarizing the substantive issues and their resolution. This report becomes a part of the candidate's documentation. If a committee has identified any recommendations concerning the improvement of future documentation, they shall include a separate memo with those comments to the Librarian Personnel Committee detailing these recommendations. As noted in Article 18.3.B, the Librarian Personnel Committee will forward these recommendations to the Administrative Officer Responsible for Personnel. After the promotion cycle, the Administrative Officer Responsible for Personnel will forward any comments received from the Librarian Personnel Committee regarding future improvements to the candidate's documentation to the candidate and the candidate's immediate supervisor and others in the supervisor line, as appropriate. The deliberations of the Review Committees as they apply to specific personnel cases are confidential.



All librarians in the bargaining unit with permanent status and with twenty-four (24) months experience in the University of Washington Libraries at the time of the election are eligible to serve on Review Committees. Librarians with the rank of Senior Assistant Librarian or Associate Librarian with Provisional Status and with twenty-four (24) months of experience in the University of Washington Libraries at the time of election are eligible to serve on Review Committees for Assistant Librarians or Senior Assistant Librarians. Since the purpose of the Librarian Personnel Committee is advisory and to provide oversight of the promotion process, current members of the Librarian Personnel Committee may not serve on Review Committees. Any eligible librarian may be appointed and should serve unless extenuating circumstances dictate otherwise. Librarians may not serve on more than two (2) Review Committees at the same time. Librarians may not succeed themselves on the same peer committee, with the exception of a Review Committee for promotion to the rank of Librarian. In the event the above conditions cannot be met to ensure appropriate review group composition, the Librarian Personnel Committee will have the responsibility to make the necessary adjustments.

**Review Committees for the Ranks of Senior Assistant and Associate Librarian.** The Librarian Personnel Committee will appoint one (1) or more Review Committees, at its discretion, for each personnel group as defined in Appendix A to review the documentation and make recommendation on a librarian's promotion or renewal of appointment for the ranks of Senior Assistant and Associate Librarian, and additionally, permanent status for the rank of Associate Librarian, within that personnel group. A Review Committee for the ranks of Senior Assistant and Associate Librarians is composed of nine librarians and, whenever possible, will include:

- Six (6) librarians from the same personnel group where the candidate has major responsibilities and
- Three (3) librarians from other personnel groups.

Whenever possible, two (2) librarians with the rank of Senior Assistant Librarian will serve on a Review Committee that includes Senior Assistant Librarian appointments. They may review the documentation and be present at the consideration of promotion, renewal of appointment, and permanent status at the rank of Associate Librarian, but they are not allowed to vote on personnel recommendations for Associate Librarians.

**Review Committees for Promotion to the Rank of Librarian.** For consideration of promotion to the rank of Librarian, the Librarian Personnel Committee will appoint one (1) or more system-wide Review Committees, at its discretion, consisting of nine (9) members at the rank of Librarian. Whenever possible, all personnel groups will be represented on a Review Committee(s) for promotion to the rank of Librarian.

**Conduct of Review Committees.** A Review Committee will elect its own chair, proceedings recorder and additional officers as necessary to conduct its business. Five (5) members of a committee constitute a quorum and must be present for all deliberations concerning promotion, renewal of appointment, and permanent status. A Review Committee member will not be present during consideration of the documentation and recommendations concerning individuals in the Committee member's supervisory line, or for deliberations on the member's own candidacy. The Chair of the Committee must be at the rank where the Chair can participate in all of the discussions, deliberations, and decisions for all of the candidates under review.

If a Review Committee determines that additional information would contribute significantly to more informed deliberations, the committee can request it through the Librarian Personnel Committee. It is the responsibility of the Librarian Personnel Committee, in consultation with the Administrative Officer Responsible for Personnel, to evaluate the request and provide the requested information when appropriate.

The chair of a Review Committee, working with the proceedings-recorder, prepares a separate written recommendation on each librarian under consideration based on the documentation and discussion. Each committee reviews the proceedings documentation before the chair forwards it to the Librarian Personnel Comm.

**18.7 Ad Hoc Review Committees.** An ad hoc review committee may be appointed at the discretion of the Librarian Personnel Committee when appropriate for an initial appointment recommendation. The responsibility of an ad hoc review committee is to review the documents pertaining to the background, experience and professional activities of the candidate proposed for appointment and make a recommendation to the Librarian Personnel Committee regarding the determinations of rank and status of appointments, excluding temporary appointments. The ad hoc review committee can consult with the chair of the search advisory committee for assistance in making its recommendation.

Ad hoc review committees must consist of five (5) librarians selected by the chair of the Librarian Personnel Committee or the chair's designate. An ad hoc review committee, whenever possible, is composed of librarians at the proposed new rank, or higher. It is preferred that an ad hoc review committee will include:

- Three (3) librarians from the same personnel group where the candidate will have major responsibilities and
- Two (2) librarians from other personnel g.

**18.8 Librarian Advisory Program Committee.** The Librarian Advisory Program Committee coordinates, monitors, reviews and evaluates the Librarian Advisory Program and reports to the Dean of University Libraries. The Librarian Advisory Program is designed to assist in the advancement of the University Libraries' mission to develop a quality staff and to contribute to the library profession. The program is meant to support librarians beyond the University Libraries' general orientation and initial orientations taking place in individual units. The Librarian Advisory Program is described in Appendix B.

## **Appendix A – Distribution of Personnel Representation on University Libraries Committees**

Librarians elected to the Librarian Personnel Committee represent personnel groups within the University Libraries. The Librarian Personnel Committee consists of seven (7) members. Cabinet members with librarian appointments and other librarians excluded from the bargaining unit, with the exception of Dean and Administrative Officer Responsible for Personnel, will be members of the Dean's Representative Personnel Group.

Personnel Groups		Representatives
I.	Access Services Information Technology Services & Digital Strategies Odegaard Undergraduate Library Reference and Research Services Scholarly Communication & Publishing	2
II.	UW Bothell Library UW Tacoma Library Branch Libraries Health Sciences Libraries	2
III.	Collections & Content Distinctive Collections Assessment and Planning	2
	Representative from outside the Bargaining Unit	1

Librarians with split assignments must choose at time of initial appointment in which personnel group they wish to participate. The personnel group chosen will apply to all subsequent elections while the individual holds that position. If a librarian holding provisional or permanent status (e.g. any status other than a Temporary Appointment or Emeritus) undertakes a temporary assignment or is appointed to a temporary position within the Libraries, the librarian will retain the librarian's rank, status, personnel group membership, and all other rights and privileges for the duration of the reassignment.

The Employer may change personnel group membership when necessary to maintain balance. Personnel group makeup is an appropriate topic for Joint Labor Management Meetings.

### **Appendix B – Librarian Advisory Program**

As part of the Libraries' stated goal to create a workplace of choice, the University of Washington Libraries seeks to develop and retain a highly knowledgeable and diverse staff. There is a need to provide support and encouragement for all librarians on staff, but particularly for newly-hired permanent track librarians as they progress through the promotion procedures outlined in the Collective Bargaining Agreement.

As the University Libraries applies the highest professional standards in hiring, newly appointed librarians with provisional status should have every expectation of achieving permanent status.

The attainment of permanent status is an ongoing process that begins on the first day of employment and continues for several years.

The Librarian Advisory Program is designed to assist in the advancement of the University Libraries' mission to develop a quality staff and to contribute to the library profession. The program is meant to support librarians beyond the University Libraries' general orientation and initial orientations taking place in individual units.

- A. **Goal.** The goal of the Librarian Advisory Program is to support newly appointed and permanent-track librarians as they participate in the promotion process. The program is designed to support an environment within the University Libraries where librarians can achieve success in their careers and contribute to the overall mission of the University Libraries and the University.

The Librarian Advisory Program provides two (2) advisors to support each newly appointed librarian in achieving permanent status. Librarians at the rank of Associate Librarian with permanent status who wish to pursue promotion may request advisors through the Librarian Advisory Program by contacting the chair of the Librarian Advisory Program Committee. All eligible librarians with permanent status are expected to serve as advisors when asked. The advisors provide guidance and support in the areas of performance, professional development and contributions and service to the University Libraries, the University, and the research and learning community.

- B. **Librarian Advisory Program Committee.** The Librarian Advisory Program Committee (LAPC) oversees the Librarian Advisory Program (LAP) and reports to the Dean of University Libraries. Each member of the Committee serves a two (2)-year term. Terms of office begin on July 1. The Committee consists of five (5) members:

- Two (2) immediate past members of the Librarian Personnel Committee (LPC). LPC past members serve staggered two (2)-year terms. LPC representatives are chosen by a process determined by the LPC. At the beginning of Spring Quarter, the chair of the LAPC will initiate correspondence with the chair of the LPC to ensure that a member is identified and ready to serve by July 1. If either position is vacated before end of term, LPC will choose a replacement by a process to be determined by LPC.
- Two (2) elected at-large representatives, one (1) with provisional status and one (1) with permanent status. The Administrative Officer Responsible for Personnel conducts elections during Spring Quarter. The slate of candidates is established by a nominating committee which consists of the Chair, Librarian Advisory Program Committee; and the Chair, Librarian Personnel Committee. The slate of at-large librarians consists of twice the number of open positions. The vote will be taken under the direction of the Administrative Officer Responsible for Personnel. Voting is open to all librarians except temporary or retired librarians. The Administrative Officer Responsible for Personnel and continuing members of the LPC will be responsible for tallying the ballots. Ad hoc elections will be conducted using these same procedures if any at-large positions are vacated before end of term.
- One (1) immediate past elected representative from outside the bargaining unit of the Librarian Personnel Committee (LPC).

Each year the Librarian Advisory Program Committee will elect its own chair and additional officers as necessary. The Librarian Advisory Program Committee will decide when and how often the Committee will meet.

Newly appointed librarians receive information concerning the Librarian Advisory Program from the Administrative Officer Responsible for Personnel upon employment, and after a period of three (3) months, they are contacted by the Librarian Advisory Program Committee regarding their participation in the program. Two (2) advisors are then assigned by the Librarian Advisory Program Committee for a minimum period of one (1) year, except in unusual circumstances.

These advisors are chosen from a pool of all bargaining unit librarians in the University of Washington Libraries with permanent appointments. If possible, one advisor is from the librarian's area of expertise and the second advisor is chosen from outside of the librarian's area of expertise. Both the advisors and the advisee must agree to the arrangement. Librarians in the supervisory line of an advisee may not serve as advisors for that advisee. At the end of one (1) year the advisory arrangement is reviewed, and the advisors and/or the advisee can choose to end the advisory arrangement, or, ideally, the arrangement can continue until the librarian has achieved permanent status with the University Libraries. The advisee or advisor who wishes to make changes in the advisory arrangement should consult the chair of the Librarian Advisory Program Committee. The advisory arrangement review takes into account the needs and preferences of the advisee.

## **B. Roles and Responsibilities**

### **1. Librarian Advisory Program Committee**

- a. Coordinates, monitors, reviews and evaluates the Librarian Advisory Program.
- b. Elects its own chair and additional officers as necessary.
- c. Notifies the chairs of the LPC and when new representatives are needed from these groups.
- d. Develops a strong knowledge base of the promotion process and the Librarian Advisory Program.
- e. Orients advisors and advisees to the program and expectations of their roles.
- f. Appoints advisors and makes advisor changes and reassignments as necessary.
- g. Receives promotion cycle calendar information from the Administrative Officer Responsible for Personnel and plans events in coordination with promotion and tenure cycle.
- h. Periodically sends reminders to all librarians promoting the services of the Librarian Advisory Program (at least annually).
- i. Responsible for scheduling and organizing the annual Librarians' Recognition Ceremony.

j. Submits Annual Report to the Dean of University Libraries.

- 2. Librarian (Advisee).** Librarians are responsible for their own success, determining their own levels of performance, professional development and contributions and service to the University Libraries, the University, and the research and learning community as well as for the quality of written documentation.

Within the Librarian Advisory Program, the advisee shall:

- a. Attend quarterly events sponsored by the Librarian Advisory Program.
- b. Inform advisors of projects, interests and areas of concern or need.
- c. Ask advisors for suggestions and advice or guidance as needed.
- d. Consult with the advisee's supervisor.
- e. Continue, terminate or request changes of advising arrangement at the end of the first year.

- 3. Advisors.** All bargaining unit librarians with permanent status are expected to participate in the program.

The number of advisors needed will vary from year to year. It is recommended that advisors not advise more than two (2) advisees at one (1) time.

- a. Encouraged to attend quarterly information sessions presented by the LAPC.
- b. Initiate first meeting with advisee within three (3) months of being selected to serve as an advisor.
- c. Consult with advisee's supervisor to assure coordination of advisory and supervisory roles.
- d. Offer to advisee suggestions, guidance and/or advice on matters of performance, professional development and contributions and service to the University Library, the University, and the research and learning community.
- e. Offer advice on preparation of promotion documentation.
- f. Serve as a resource and provide referrals as necessary.
- g. Continue, terminate or request reassignment of advising arrangement at the end of the first year.

- 4. Supervisor.** The librarian's primary source of guidance in the area of performance is the librarian's supervisor. The supervisor will:

- a. Work with the librarian to develop a position description and performance expectations.
- b. Recommend avenues for professional development, including committee involvement.

- c. Consult with advisors to assure coordination of supervisory and advisory roles.
- d. Provide ongoing feedback to the librarian on the progress of the librarian's performance, including conducting the annual performance evaluation.
- e. Help to create an environment where the librarian will have the opportunity to develop in areas of performance, professional development, and contributions and service to the University Libraries, the University, and the research and learning community.

**5. Administrative Officer Responsible for Personnel.** The Administrative Officer Responsible for Personnel will:

- a. Be responsible for promotion cycle calendar.
- b. Refer names of newly appointed librarians and those whose status has changed to permanent to the Librarian Advisory Program Committee.
- c. Include description of program with documentation given to librarians upon appointment.
- d. Serve as resource for Librarian Advisory Program Committee.
- e. Conduct elections for at-large representatives of the Librarian Advisory Program Committee.

**C. Evaluation.** Every five (5) years the Librarian Advisory Program Committee will conduct a review and evaluation of the program to study its effectiveness and to make recommendations for needed changes or improvement.

**D. Communication.** The chair of LAPC will ensure effective communication with committee members and librarians, as well as the Administrative Officer Responsible for Personnel as noted in the Committee Communication Responsibility Guidelines.

### **Appendix C – Documentation Checklist for Renewal of Reappointment, Promotion, and Review for Permanent Status**

Candidates must submit the following items of documentation in order to be considered for renewal of appointment, promotion and permanent status. A candidate's documentation should be a complete and accurate reflection of the candidate's career to ensure that any librarian reviewing it will have a full understanding of the candidate's performance. It is the candidate's responsibility to ensure that all required materials are included. Each candidate should use this checklist and read this Article thoroughly before submitting documentation. Candidates are strongly advised to share their documentation with supervisors, advisors, and other colleagues to obtain comments and advice.

The documentation should be submitted to the Administrative Officer Responsible for Personnel (AORP) with documents labeled as follows (documents for 11-13 will be added by the AORP as necessary):

- A. Table of Contents
- B. Cover letter
- C. Position descriptions
- D. Curriculum vitae

- E. Summary document
- F. Position expectations
- G. Professional development
- H. Service contributions
- I. Additional materials
- J. References
- K. Supervisory line evaluation and recommendations
- L. External reviewer
- M. Candidate's statement

**Table of Contents.** Include a table of contents which lists the documents and other materials you have in each section.

**Cover letter.** The cover letter should be addressed to the Administrative Officer Responsible for Personnel and state what action is being requested.

**Position descriptions.** Position descriptions for each position held at the UW Libraries should be submitted. The current position description should be dated and signed by the candidate and candidate's immediate supervisor.

If the position held is less than full-time, the position description should so indicate. If previous position descriptions are not available, a general description of responsibilities for each position should be provided.

**Curriculum vitae.** An up-to-date curriculum vitae should be included.

**Summary document.** A candidate should use the summary document to write about the candidate's entire career in whatever style or manner the candidate chooses. It is recommended that the document be at least five hundred (500) words, but no more than one thousand (1,000). There are no guidelines or suggestions. This is the unique part of the documentation. Candidates are advised to have several colleagues (e.g., supervisors and mentors) read drafts of the summary document.

**Position expectations.** Candidates should provide evidence of excellence in position responsibilities and effectiveness in performance. Consult Article 18.3.C Guidelines for Activities Supporting Reappointment, Promotion, and Permanent/Continuing Status) for examples.

**Professional development.** Candidates should include copies of scholarly and library-related publications, articles, bibliographies, and other writings. Consult (Article 18.3.C) Guidelines for Activities Supporting Reappointment, Promotion, and Permanent Status) for a list of sample activities.

**Service contributions.** Candidates should list and describe service to the University Libraries, the University, and the Community. Candidates should refer to (Article 18.3.C) Guidelines for Activities Supporting Reappointment, Promotion, and Permanent Status) for examples of contributions.

**Additional materials.** In this section a candidate may include any other materials that will enhance the documentation. Candidates are urged to use good judgment and common sense as to the types and quantities of material.



**References.** The candidate must include the names of at least three (3) references that are knowledgeable about the candidate's accomplishments. Candidates are responsible for asking individuals to serve as references. Candidates may provide the individuals with information (e.g., curriculum vitae and copy of the documentation) that will help them to write letters of reference. Individuals in the direct supervisory line (those who supervise the candidate or those who are supervised by the candidate) should not be included as references. Those who supervise the candidate will be asked to write letters by the Administrative Officer Responsible for Personnel as part of the process.

For those individuals requesting promotion to the rank of Associate Librarian or Librarian with permanent status, or for those individuals holding the rank of Associate Librarian applying for permanent status at the same rank, there must be at least one (1) reference not employed by the University Libraries who is knowledgeable about the candidate's contributions to the profession.

For those individuals requesting promotion to the rank of Librarian, there must be at least two (2) references not employed by the University Libraries who are knowledgeable about the candidate's contributions to the profession.

Names, addresses, phone numbers, and email addresses of references should be included.

NOTE: When the Administrative Officer Responsible for Personnel receives the letters, the letters will be placed in this section.

**Supervisory line evaluations.** When the Administrative Officer Responsible for Personnel receives supervisors' evaluations, the letters will be placed in this section.

**External reviewer.** If appropriate to the rank, candidates should submit three (3) names of people outside the Libraries who could serve as the external reviewer. The three (3) individuals will be from outside the University of Washington, and need to be able to provide a candid, arm's length (non-conflicted) review of the candidate's qualifications.

An external reviewer receives a copy of the documentation and is asked to comment on the documentation. Based on the results of consultations with the supervisor and the candidate, the Administrative Officer Responsible for Personnel is the decision-maker who selects the external reviewer.

The external reviewer is chosen for the reviewer's ability to evaluate the candidate's professional accomplishments and activities. In identifying three (3) proposed external reviewers, the candidate should consider these guidelines:

- The reviewer should be from (or have worked recently at) a comparable institution (e.g., size and scope) in order to understand and evaluate the UW position responsibilities and the appropriateness and value of the candidate's professional activities and contributions.
- Candidates do not need to know the external reviewer nor is it a concern if they do know the proposed reviewer.
- If the candidate knows the proposed reviewer, they should document for how long they have known the reviewer and the nature of their relationship.

- An external reviewer means the individual has the perspective of someone not familiar with the UW Libraries (i.e., not a former UW librarian).
- The reviewer should hold a comparable position or formerly held a comparable position or serve as a head of a unit/department that oversees librarians who carry out comparable duties.
- If possible, the reviewer is serving or has formerly served at an institution that has a relatively similar personnel system (i.e., academic status).

**Candidate's statement(s).** Initially, this section is empty. If the candidate submits a statement explaining points of dispute with the recommendation, it will be added to the relevant section during the review process.

## Article 19 – Duties and Assignments

**19.1 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 for Professional Libraries and Press employees. Librarian duties may vary based on the librarian's assigned work, as outlined in Section A below.

**A. Job Duties (Librarians).** Job duties include both ongoing core responsibilities and temporary responsibilities.

They can encompass a variety of assignments, tasks, or activities that may manifest as one of the following types of work:

Core Duties (approximately eighty percent [80%] of annual workload)

- Permanent responsibilities
- Temporary projects and assignments
- Committee appointments
- Professional development including but not limited to training, conference and professional meeting attendance,
- Preparing documentation for promotion, reappointment, and performance evaluations

Research and Service (approximately twenty percent [20%] of annual workload)

- Research, publication and scholarship endeavors in support of the employee's scholarly agenda
- Professional service - including but not limited to library, university, community, and association, and related tasks and projects.

**B. Job Duties (Libraries and Press Professional Employees).** In addition to the overall class concept, Professional Libraries and Press employees' work will include opportunities for professional development. All other work-related activities approved by their supervisor, including but not limited to committee appointments, research, service,

performance-evaluation documentation, and re-classification documentation, will also be considered part of the employee's regular work.

- C. An employee should initiate discussions with their supervisor as soon as they anticipate any workload-related issues. Supervisors will work with employees to provide support by assisting in setting priorities and adjusting workload, when possible. For overtime exempt employees, this may include supervisor approval of offsetting time, per Article 11 Overtime.

Core duties are described in the position description. The Employer will review position descriptions at least annually in conjunction with the performance evaluation process to ensure that they accurately reflect the Employer's business needs and the employee's ongoing responsibilities.

- D. **Assignment of Additional Duties.** Assignment of additional duties that are expected to be ongoing may require a revision to the position description. The addition of core duties may trigger the need for reclassification, regrading, or appointment to a different position, depending on the nature of the responsibilities and whether they are consistent with the assigned librarian work, or overall class concept of the employee's job classification for Professional Libraries and Press employees. The Employer may determine that the addition of temporary short-term duties may result in an interim appointment as described in Article 14 - Appointments.

Assignment of any additional duties, either core or temporary, require a documented conversation between the employee and their supervisor to articulate: (1) the nature and expectations of the work, (2) the duration of the work; (3) how current work will be adjusted, reassigned, or reprioritized to accommodate the additional activity.

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

## Article 20 – Telework

Bargaining unit employees may be eligible to telework in accordance with the University's Telework Policy: <https://hr.uw.edu/policies/telework/telework-remote-work-and-out-of-state-work/>.

The University encourages and allows the use of telework arrangements and flexible scheduling within the bounds of good public practice, business operations, and resource limitations. Telework should be incorporated into the continuity of operations plans for each organizational unit. University policy permits employees in telework eligible positions to telework when the employee's supervisor (or other designated official) evaluates the telework request and approves it. When evaluating the request, the supervisor must determine that the employee can effectively perform the job duties of the position while teleworking. If an eligible employee's teleworking request is denied, the Employer will provide the reason for denial in writing. The denial of a telework request is not subject to Article 5 Grievance Procedure.

- A. Teleworking is a workplace option that allows work to be done at an alternate work site, such as the home, for one (1) or more full or partial days a week. Teleworking can be considered a means to meet business needs, use office space more efficiently, reduce vehicle and transit trips and costs, and improve employee productivity, morale and retention.
- B. Employees' work status, job duties, and job description will remain consistent with the on-site employees of the same job classification, except that employee may be required to make periodic trips to an Employer site for meetings and equipment repair. Employees remain obligated to comply with all of Employer's rules, policies, practices and procedures except as designated in this article. Requests to telework as a disability accommodation are handled through the Disability Accommodation process, per Article 35, Reasonable Accommodation of Employees with Disabilities.
- C. Departmental policies around teleworking will be considered appropriate subjects for Joint Labor Management Meetings.

## **Article 21 – Compensation, Wages, and Other Pay Provisions**

**21.1 General Provisions.** The SEIU 925 job profiles for the UW Libraries, Gallagher Law Library, and UW Press profiles with their respective market ranges and grades are hereby incorporated into this contract as Appendices 1 and 2. The Libraries-SEIU 925 profiles for these jobs are considered in effect upon the execution of this contract and will be created within one hundred twenty (120) days of execution.

**21.2 Implementation of Salary Minimums.** If ratified on or before January 31, 2023, effective July 1, 2023, employees currently earning less than the established minimums in Appendix 1 and Appendix 2 shall receive a pay increase to bring any employees below the minimum up to the minimum. For Librarians, any adjustments to minimums, effective July 1, 2023, will be implemented before the across-the-board increase that is effective the same date. For Professional Libraries and Press employees, any adjustments to the minimum, effective July 1, 2023, will be implemented after the across-the-board increase that is effective the same date. No employee may be hired below the minimum for their job as listed in Appendix 1 or Appendix 2.

**21.3 Increases for Promotion for Librarians.** At minimum, salaries increase by ten percent (10%) for each rank and grade promotion.

**21.4 Rotational Roles (Librarians only).** For limited duration (rotational) roles, employees will receive a three hundred dollar (\$300) monthly supplement. The supplement will continue only while the employee is performing the additional duties.

### **21.5 Salary Increases.**

- A. If ratified on or before January 31, 2023, effective March 1, 2023, Professional Libraries and Press employees will receive a five-point two five percent (5.25%) recruitment and retention increase over their current salary. The increase will be paid on the first available pay period following ratification, as determined by the Employer.

- B. If ratified on or before January 31, 2023, effective March 1, 2023, Librarians will receive a five percent (5%) recruitment and retention increase over their current salary. The increase will be paid on the first available pay period following ratification, as determined by the Employer.
- C. If ratified on or before January 31, 2023, effective July 1, 2023, Professional Libraries and Press employees will receive a four percent (4%) increase over their current salary. The increase will be paid on the first available pay period following July 1, 2023, as determined by the Employer.
- D. If ratified on or before January 31, 2023, effective July 1, 2023, Librarians will receive a three-point five percent (3.5%) increase over their current salary. The increase will be paid on the first available pay period following July 1, 2023, as determined by the Employer.
- E. If ratified on or before January 31, 2023, effective January 1, 2024, all members of the bargaining unit will receive a three percent (3%) increase over their current salary on December 31, 2023.
- F. If ratified on or before January 31, 2023, effective January 1, 2025, all members of the bargaining unit will receive a two percent (2%) increase over their current salary on December 31, 2024.

**21.6 Market Rate Wage Adjustments.** If market conditions determine that an upward adjustment in one (1) or more economic areas is essential to maintain competitiveness, both the Union and the Employer shall be given the opportunity to raise issues of competitive compensation and propose market adjustments. When the Employer proposes adjustments, the Union shall be given at least thirty (30) days' notice in advance of the implementation date to negotiate the adjustment.

**21.7 Temporary Pay Increases, Temporary Salary Supplements, and Administrative Supplements.** A temporary pay increase (TPI)/Temporary Salary Supplement (TPS) or administrative supplement (ADS) may be applied when employees are assigned higher-level or additional responsibilities for a limited time or assume roles that tend to transfer from person to person over time (including interim assignments). Employees assigned additional responsibility on an acting basis for a minimum of ten (10) work days shall receive a TPI/TPS of at least five percent (5%) over the current salary. The pay increase will be effective the first day of working the additional duties.

- A. **Duration.** Appointments, projects, duties and responsibilities associated with TPI/TPS shall be made in increments of up to six (6) months and be renewed for up to twelve (12) months. Extensions beyond twelve months may be requested based on business need, in increments of no more than twelve (12) months. The duration for an ADS varies and is based on the work assigned that necessitates the supplement.
  - 1. At the end of the appointment term, the TPI/TPS or ADS and corresponding duties will end.
  - 2. If at the end of the appointment term, the corresponding duties are made permanent, the Employer will evaluate whether a salary increase is appropriate.

- B. TPI/TPS and ADS compensation may end early if the employee chooses to stop assuming the corresponding role or responsibilities, or if the Employer determines the additional duties no longer need to be performed.

**21.8 Salary Setting Upon Promotion or Reclassification to a Job Class with a Higher Market Range – Professional Libraries and Press Employees.** Upon promotion or reclassification from one Libraries-SEIU 925 position to another Libraries-SEIU 925 position with a higher market range maximum (except head or director positions), the affected employee shall receive a salary no less than the minimum of the new job class and no higher than the maximum. The affected employee shall receive at least a seven percent (7%) salary increase.

**21.9 Salary Setting Upon Lateral Movement – Professional Libraries and Press Employees.** Movement to a different Libraries-SEIU 925 position in the same compensation grade by transfer, reclassification, rehire or through a recruitment process does not require or preclude a salary adjustment. In no case will the employee's salary be lower than the minimum of the job they laterally move to.

**21.10 Salary Setting Upon Voluntary Movement or Reclassification to a Job Class with a Lower Market Range – Professional Libraries and Press Employees.** An employee who voluntarily moves into a position or is reclassified to a Libraries-SEIU 925 job class with a lower market range shall be paid a salary no less than the market range minimum of the new job class and no higher than the market range maximum of the new job class, unless Libraries, Press, or Law School HR requests a salary higher than the market range maximum and UW HR Compensation approves this request. The Employer will consider equity and years of UW service in salary placement. If applicable, in the event of a reclassification to a lower market range, no employee will receive a lower salary than they had previously held in that range.

**21.11 Salary Setting for Head or Director Positions.** An employee who moves into a head or director position will have their salary increased by at least five percent (5%) for responsibilities at the head level and by at least ten percent (10%) for responsibilities at the director level.

An employee who is initially hired into a head or director position will have a minimum salary of the designated rank or classification plus at least five percent (5%) at the head level and at least ten percent (10%) at the director level.

**21.12 Salary Setting for Librarian Movement Between Positions.** Movement of a Librarian into a new position through a recruitment process does not require or preclude a salary adjustment (except as in 21.11). In no case will the employee's salary be lower than the minimum of the job they move to.

### **21.13 Pay Increases**

- A. **In-grade Salary Adjustments.** The Employer, at its discretion, may approve additional in-grade salary increases for any employee in the bargaining unit at any time, for reasons of retention, market competitiveness, internal equity (such as to address problematic salary compression or inversion), job growth (such as changes in supervisory duties), or for meritorious performance resulting in an increased level of functioning.
- B. **Pay Over Market Maximum.** The Employer may provide compensation to individual employees at rates above the maximum for their job profile upon request by Libraries

Human Resources or Law School Human Resources and with the approval by the appropriate Central HR Office.

- C. **Increases for Entire Job Profiles for Recruitment/Retention.** The Employer may increase the salaries of job profiles that are experiencing recruitment/retention problems, upon thirty (30) days' notice to the Union and the opportunity for the Union to bargain.

**21.14 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. In addition, teaching for-credit courses requires Academic Human Resources approval in advance. The decision to permit teaching for-credit courses is a management right and not subject to the grievance process. This provision does not apply to Law Librarians; they are subject to the MOU – Gallagher Law Libraries Teaching.

**21.15 Excess Compensation for Exceptional Circumstances.** Employees are expected to devote their entire efforts to the work of their position during their regular work schedule, and all University-related work should be included as part of an employee's normal duties. Under exceptional circumstances overtime exempt positions may qualify for "excess compensation" or "additional compensation" as determined by the Employer. Excess compensation to employees for all University work that is not part of the position's regular duties may not exceed twenty-five percent (25%) of the employee's regular annual salary.

All requests for excess compensation must be approved by the unit administrative officer or designee.

## Article 22 – Performance Evaluations

**22.1 Purpose.** The purpose of a performance evaluation is to establish an ongoing shared dialogue between employees and supervisors. It is also a means to assist individuals in improving their performance and thereby improving the quality of their work. The evaluation helps to reinforce mutual awareness between employees and their supervisors regarding performance expectations, position requirements, and UW Libraries, Gallagher Law Library, and UW Press unit priorities.

Performance evaluations shall be performed annually, with two (2) exceptions. First, in the years Librarians are undergoing promotion/reappointment/status review, no annual evaluation is required that year. Second, Librarians with permanent status are only required to have written performance evaluations at least every third year. During years when they are not scheduled for a written evaluation, librarians may receive one on request or supervisors may also elect to perform a written evaluation of a librarian in unscheduled years. During years when there is not a formal evaluation, these librarians will meet with their supervisors to discuss the previous year's accomplishments and goals for the coming year.

The evaluation process should take into account all aspects of the employee's duties and position performance. The process should support continued growth by detailing the accomplishments of the previous year and areas of needed improvement for further development in the year ahead. Performance evaluations shall not be used to initiate personnel actions such as transfer, promotions, or corrective disciplinary action, however they may serve as supporting documentation for personnel actions

In addition to the formal performance evaluation, supervisors will routinely meet with employees to discuss informally employee progress to date, communicate what the employee is doing well, and provide guidance to help the employee improve their performance, as needed. Support for employee development may include both employee and supervisor actions, and may consist of, but not be limited to, internal or external training, mentoring, and additional supervisory support.

## 22.2 Evaluation Forms

A. Written performance evaluations will at a minimum include the following:

1. A current position description.
2. A description of the job-related factors upon which the evaluation is based. These may include:
  - a. Quality of work (e.g., competence, accuracy, neatness, thoroughness),
  - b. Quantity of work (e.g., use of time, volume of work accomplished, ability to meet schedules, productivity levels),
  - c. Progress toward written goals,
  - d. Position knowledge (e.g., degree of technical knowledge, understanding implementation and impact of work related policies, procedures and outcomes),
  - e. Achievements and contributions to your unit, section and the University Libraries or Gallagher Law Library (e.g. research, teaching, and professional contributions as appropriate)
  - f. Professional development related to position and skills (e.g., communications, leadership, supervision, organization, subject fields, library technology and/or others as appropriate)
  - g. Working relationships (e.g. collaboration and ability to work with supervisor, colleagues within and beyond departments, students, and clients served).
  - h. Supervisory duties (if applicable)
3. Provision for identifying specific achievements of the employee, goals for the next evaluation period, training, development plans, and supervision support needed to meet these goals.
4. Provision for career and development opportunities for the employee that may include learning experiences, experimentation, and service commitments.
5. Provision for employee comments.
6. Provision for employee signature accompanied by a statement that, "Employee signature means that the employee has seen and is aware of the content of the



evaluation, but does not necessarily mean that the employee agrees with the evaluation content.”

7. Provision for the evaluator and reviewer signatures, and reviewer comments.
- B. The performance evaluation form may be supplemented with other forms and/or information used to support the employee's evaluation. Upon request, an employee may review any written materials used by supervisors to prepare the evaluation.
- C. Implementation of alternative performance evaluation models is an appropriate topic for Joint Union/Management Committee Meetings.

### 22.3 Employee Evaluation Information

- A. Upon appointment to a position, the employee's supervisor will provide the employee with a copy of:
  1. The class specification for the employee's current position (when applicable)
  2. The position's job ds.
- B. Written performance expectations shall be provided to the employee in sufficient time to allow the employee to meet the work expectations. The Employer will provide at least sixty (60) calendar days' notice to employees prior to the evaluation when modifications that substantively alter performance expectations are made. Minor modifications that do not substantively alter performance expectations require no notice.

### 22.4 Evaluation Process

- A. **Responsibilities of the Employee.** Employees are active participants in shaping their goals, development plans, and career goals. Employees are responsible for reporting on their activities to their supervisor on an ongoing basis and for documenting their accomplishments and goals for the performance evaluation process.
- B. **Responsibilities of the Supervisor.** Supervisors must be knowledgeable of the job duties and performance of the employees they supervise. In particular, they need to be knowledgeable about the employee's contributions to teams, committees and activities within the UW Libraries, Gallagher Law Library, and UW Press. Supervisors will actively include employees in goal setting and plans for development, and encourage and guide their professional growth, when necessary, to help improve performance.
- C. The evaluator shall communicate regularly with the employee about performance problems as they occur and subsequently develop and document a plan for performance improvement.
- D. The purpose of the evaluation meeting is to review, discuss, and if appropriate, modify the evaluation. The employee shall have an opportunity to discuss the proposed evaluation with the evaluator and to provide a written response.
- E. The final evaluation, with employee comments attached, will be signed by the evaluator and the employee. The employee will be provided a copy.

- F. Performance evaluations will be retained in the employee's personnel file according to UW records retention policies.

**22.5 Evaluator Training.** The Employer shall make available training opportunities for evaluators regarding the Employer's performance evaluation process. Upon request, the Employer will share and discuss the contents of such training programs with the Union. Evaluators will be required to complete implicit bias training.

**22.6 Grievability.** Employee performance evaluations are grievable only through Step Two of the grievance procedure, as outlined in Article 5, Grievance Procedure.

### **Article 23 – Holidays**

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

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

Holidays are prorated for part-time employees.

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

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

**23.2 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. If overtime eligible, and the employee is required to work, they will also receive a rate of one and one-half (1-1/2) times the employee's hourly rate.
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. If overtime eligible, and the employee is required to work, they will also receive a rate of one and one-half (1-1/2) times the employee's hourly rate.
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.

**23.3 Holiday Credit**

- A. **Scheduling.** Holiday credit will be used and scheduled by the employee in the same manner as vacation time off in Article 24. Holiday credit must be used before other paid time off in the following order: holiday credit, compensatory time off, vacation time off.
- B. **Unused Holiday Credit Cash Out.** The balance of unused holiday credit should be used up or paid when an employee is moving from one staff position to another within the University. The balance must be used up or paid when the employee separates from University employment.

**23.4 Personal Holiday**

- A. Each employee may select one (1) 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 24 Vacation Time Off.
- B. It is the employee's responsibility to schedule the Personal Holiday before December 31. 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 31.
- 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 24 – Vacation Time Off**

**24.1 Policy.** To the degree possible vacation time off shall be scheduled in accordance with the preference of the employee, unless there is an operational need that requires the employee to work. Employees will not be disciplined for not working or responding to work communications during their vacations.

**24.2 Accrual.**

**Professional Libraries and Press Employees** – 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.

Length of Service		Vacation Time Off Accrual Rate	
Years	Months	Hrs / Month	Days/Hrs Per Year
1st	0-12	10.00	15/120
2nd	13-24	10.67	16/128
3rd	25-36	11.34	17/136
4th	37-48	12.00	18/144
5th	49-60	12.67	19/152
6th	61-72	13.34	20/160
7th	73-84	14.00	21/168
8th	85-96	14.67	22/176
9th	97-108	16.00	24/192
10th	109-120	16.67	25/200
11th	121 & Above	17.34	26/208

**Librarians** – Librarians accrue twenty-six (26) days of vacation time off per year regardless of years of service. This time off accrues monthly at a rate of seventeen point-three-four (17.34) hours per month.

- A. **Part-Time Accrual Rates.** Part-time Professional Libraries and Press employees accrue vacation time off on a prorated basis based on their full-time equivalent (FTE). Part-time librarians accrue vacation time off hours on a pro-rated basis based on monthly FTE.
- B. **Vacation Accrual for a Newly Hired Employees.** Newly hired employees who start work before the sixteenth of the month, accrue vacation time off during the first calendar month of employment. Newly hired employees who start work on or after the sixteenth of the month, begin accruing vacation time off at the end of the second calendar month of employment.
- C. **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.

In addition, Professional Libraries and Press employees do not earn a month of service toward a higher vacation accrual rate for every month in which they have taken more than ten (10) days of time off without pay. This does not apply to Librarians.

- D. **Time off accrual during an employee’s final month of work.** Employees who terminate from UW employment on or after the sixteenth of the month accrue time off for the month of termination. Employees who separate from UW employment prior to the sixteenth of the month do not accrue any time off for the month of termination.

**24.3. Scheduling.** The annual vacation schedule for use of vacation time off in each department shall be established in the existing departmental manner:

- A. Either the Union or employees may suggest new departmental procedures and/or changes to existing departmental procedures. These may also be appropriate agenda items for Joint Labor Management meetings. The Employer will not create a new departmental procedure nor change an existing departmental procedure (include the schedule listed above) without following Article 62 Mandatory Subjects.
- B. Any bargaining unit employee who may transfer into a department shall alter their preferred vacation period for that year if in conflict with a previously established vacation schedule for that department and the affected employees and department are unable to mutually resolve the conflict.
- C. **Vacation Denial.** When an employee's vacation cannot be approved, the supervisor shall schedule the employee's vacation at the next earliest date requested by the employee and deemed possible by the supervisor. If an employee's request for vacation time off is denied, the Employer, upon request, must provide the reason for denying vacation time off electronically or in writing.

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

#### **24.4 Vacation Time Off Balances**

**Professional Libraries and Press employees** – While employees are encouraged to keep vacation time-off balances below two hundred and 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 HR in order to exceed a balance of two hundred and forty (240) hours.

**Librarians** – Employees will continue to accrue vacation time off until they reach the two hundred and eighty-eight (288) hour limit. Hours that exceed the two hundred and eighty-eight (288) hour limit are not accrued and will be forfeited.

**24.5 Vacation Time Off Cash Payment.** Professional Libraries and Press employees: 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 and forty (240) hours.

**Librarians** – Upon termination of employment, librarians who have completed at least six (6) months of continuous service are paid for their unused vacation time off up to the maximum balance of two hundred and eighty-eight (288) hours. Payout is based on the rate at the time of termination. Payment is based on the regular salary at the time of termination. Librarians who have not completed six (6) months of employment are not eligible for annual time off compensation.

## Article 25 – Sick Time Off

### 25.1 Sick Time Off

**A. Accrual.** Full-time employees (prorated for part-time) accrue eight (8) hours of sick time off for each month of completed regular monthly service. Employees with unpaid time off exceeding eighty (80) hours in a month (prorated for part-time) will earn a monthly accrual proportionate to the number of hours in pay status. Sick leave accruals must not exceed eight (8) hours in a month.

**B. Sick Time off – Use.** Sick leave shall be allowed for an employee under the following conditions.

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.

The Union and Employer acknowledge that “family” may be defined in many different ways. For the purposes of this article, eligible family members includes biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or a person who stood in loco parentis when the employee was a minor child; sibling, spouse, domestic partner, grandparent, grandchild, or child, regardless of age or dependency status, including a biological, adopted or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent. Family members include those persons in a “step” relationship. Family members also includes individuals in the following relationships with the employee’s spouse or domestic partner: child, parent (as defined above), or grandparent.

4. Sick time off may also be used to provide emergency child care (as defined in the Employer’s Family Care Emergencies Absence Policy) or because of condolence or bereavement (as in Article 31)
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.

**C. Use of Vacation Time Off or Compensatory Time Off for Sick Time Off Purposes.**

An employee who has used all accrued sick time off may be allowed to use accrued vacation time off and/or compensatory time off for sick time off purposes when authorized by the departmental supervisor. 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. **No Abuse of Sick Time Off.** Both parties agree that neither the abuse nor the arbitrary denial of sick time off will be condoned. The Employer and the Union agree to work cooperatively toward the resolution of mutually identified problems regarding the use of sick time off.
- F. **Sick Time Off Verification.** The Employer will not require verification for absences of three (3) consecutive work days or fewer. Such verification or proof may be given to the supervisor/manager or Human Resources according to departmental policy. The Employer will not make unreasonable requests for sick time off verification.

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

In January of each year an employee whose sick time off balance at the end of the previous year exceeds four hundred and 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 and 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.

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 percent (25%). Compensation shall be based upon the employee's wage at the time of separation. For the purpose of this section, retirement shall not include vested out of service employees who leave funds on deposit with the retirement system.

In accordance with state law, former eligible employees who are re-employed shall be granted all unused sick time off credits, if any, to which they are entitled at time of separation, if they return to state employment within five (5) years of termination.

**25.3 Family Care Leave.** In accordance with RCW 49.12 and WAC 296-130, employees shall be allowed to use any or all of their choice of sick time off or other paid time off to care for a family member (as defined above) who has a serious health condition or an emergency condition. Employees shall not be disciplined or otherwise discriminated against because of their exercise of these rights.

## **Article 26 – Washington Paid Family and Medical Leave Program**

Washington Paid Family and Medical Leave Program (PFML) effective January 1, 2020. The parties recognize that the Washington State Family and Medical Leave Program (RCW 50A.04) is in effect beginning January 1, 2020 and eligibility for and approval of leave for purposes as described under that Program shall be in accordance with RCW 50A.04. In the event that the legislature amends all or part of RCW 50A.04, those amendments are considered by the parties to be incorporated herein. In the event that the legislature repeals all or part of RCW 50A.04,

those provisions that are repealed are considered by the parties to be expired and no longer in effect upon the effective date of their repeal.

Under RCW 50A, Employer provided healthcare benefits must be maintained during a PFML leave, so interspersing time off is not required provided the employee qualifies for a reason under the federal FMLA. Under RCW 50A.15.060 (2), the University has elected to offer supplemental benefits in the form of bereavement time off when the employee is qualified for PFML family leave per RCW 50A.05.010 10(d), sick time off, vacation time off, personal holiday, holiday credit, holiday taken, or compensatory time off.

Employees requesting PFML benefits through the Employment Security Department must provide notice to the University as outlined under RCW 50A.04.030.

## **Article 27 – Federal Family Medical Leave Act**

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

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

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

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

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



**27.4.** FMLA leave may be taken intermittently or as part of a reduced work schedule when medically necessary, as determined by the Employer.

### **Article 28 – Parental Leave**

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, 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. The Employer will provide the employee reasons for denial in writing. Extensions beyond six (6) months may be approved by the Employer. For birth parents, temporary disability leave for pregnancy is in addition to parental leave.

Parental leave may be taken as continuous leave of absence or, if it meets business needs and has the approval of the unit, can be granted as intermittent leave or a modified work schedule. To be paid during Parental leave the employee must use accrued vacation time off, sick time off up to seven hundred and twenty (720) hours, personal holiday, holiday credit, or compensatory time, discretionary time off, the combination of which may be determined by the employee. Employees must use all applicable accrued leave prior to going on leave without pay.

### **Article 29 – Shared Leave**

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

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

- Having a severe or extraordinary illness; or
- Having caregiver responsibilities for a relative or household member with a severe or extraordinary illness; or,
- The employee is serving as an approved emergency worker; or,
- When voluntarily or involuntarily serving in one of the uniformed services; of the United States, or,
- 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
- Sickness or temporary disability due to a pregnancy-related medical condition or miscarriage; or
- 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.

**29.2 Shared Leave Program.** The shared leave program is administered consistent with state law and University policy. Employees seeking to request shared leave or to donate shared leave

to another employee will follow the request procedures outlined on the UW Human Resources Operations website

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

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

**29.4 University of Washington Organ Donor Share Leave Program:** The University of Washington Organ Donor Shared Leave Program is separate from the state-authorized shared leave program. It is open to all time off-eligible University employees, either as organ donors requesting leave from other UW employees or as employees gifting time off to an organ donor.

### **Article 30 – Unpaid Holidays for a Reason of Faith or Conscience**

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

- A. Unpaid time off will be granted for up to two (2) workdays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization. Unpaid time off may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by Chapter 82-56 WAC or the employee is necessary to maintain public safety.
- B. The Employer will allow an employee to use compensatory time, personal holiday, holiday credit or vacation time off in lieu of unpaid time off. Requests to use compensatory time, personal holiday or vacation time off that indicate that the leave is being used in lieu of unpaid time off for reasons of faith or conscience may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by Chapter 82-56 WAC or the employee is necessary to maintain public safety. An employee's personal holiday must be used in full workday increments.
- C. An employee's seniority date, probationary period or trial service period will not be affected by unpaid time off taken for a reason of faith or conscience.
- D. 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.

### **Article 31 – Civil/Jury Duty Time Off and Bereavement Time Off**

For the purposes of this Article, 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.

**31.1 Civil Duty time off.** Time off with pay 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 leave 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.

**31.2 Bereavement Time Off.** An employee shall be granted up to three (3) continuous or non-continuous days of bereavement time off, as requested by the employee, for each death of a family member. Bereavement time off beyond three (3) days may be approved based on individual circumstances, such as relationship of the employee to the deceased family member, employee responsibility for making funeral arrangements, religious reasons and/or distance of travel out of the area. Upon the Employer's approval, the employee may choose to use the following types of time off for beyond the three (3) days: sick, vacation, holiday credit, compensatory time, personal holiday, or leave without pay.

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

Sick time off may be requested to be used for bereavement or condolence for a family member or friend when bereavement time off is not available.

The University has elected to offer supplemental benefits in the form of bereavement time off when the employee is qualified for Washington Paid Family and Medical Leave (PFML) per RCW 50A.05.010 10(d), as outlined in Article 26.

### **Article 32 – Leave Related to Domestic Violence, Sexual Assault, or Stalking**

As required by state law, and in accordance with University policy, the University will grant time off and/or reasonable safety accommodations to an employee who is a victim of domestic violence, sexual assault, or stalking.

Employees may choose whether to take leave as paid, unpaid, or a combination of paid and unpaid time. For a paid leave of absence, employees may use sick time, other paid time off, compensatory time or holiday credit. Employees may qualify for shared leave.

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. For the purpose of this leave, family member is defined as:

- Your spouse or domestic partner, child, parent, grandparent, grandchild, sister, or brother
- The child, parent, or grandparent of your spouse or domestic partner
- A person with whom you have a dating relationship

The Employer will inform employees of the right annually.

A reasonable safety accommodation may include, but is not limited to, a transfer, reassignment, modified schedule, changed work telephone number, changed work email address, changed workstation, installed lock, implemented safety procedure, or any other adjustment to a job structure, workplace facility, or work requirement in response to actual or threatened domestic violence, sexual assault, or stalking. A reasonable safety accommodation will be determined by the Employer, and will be informed by the needs of the employee.

### **Article 33 – Military Leave**

**33.1** 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 leave 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. During the period of paid military leave, the employee shall receive their normal pay. If the employee is scheduled to work a shift that begins on one calendar day and ends on the next calendar day, the employee is charged military leave only for the first calendar day.

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

**33.3** Employees who are called to active duty in one of the uniformed services of the United States or the State of Washington shall be granted a military leave of absence without pay for absence from work for up to five (5) years in addition to any time covered by the provisions of 33.1. During an unpaid military leave of absence, an employee is entitled to receive:

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

**33.4** The employee should follow the military leave of absence request process, as outlined on the UW HR website (Professional Libraries and Press Employees) or the Office of Academic Personnel website (Librarians).

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.

**33.5** 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.

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

### **Article 34 – Work Related Injury Leave**

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

**34.2** Employees who are in leave without pay 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. Leave without pay exceeding six (6) months without loss of seniority may be granted at the option of the employing official.

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

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

### **Article 35 - Reasonable Accommodation of Employees with Disabilities**

**35.1 Disability Accommodation.** 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.

**35.2** An employee who believes that they suffer a disability and requires a reasonable accommodation to perform the essential function of their position may request such an accommodation through the Disability Services Office.

**35.3** 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.

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

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

**35.6 Disability Leave.** Disability leave may be a combination of the employee's accrued sick time off, vacation time off, personal holiday, compensatory time, and/or unpaid time off, the combination of which may be determined by the employee. If disability leave is taken as an unpaid absence, the employee may apply eight (8) hours of accrued paid time off per month during at least the first four (4) months of disability leave to provide for continuation of Employer paid health benefits. The interspersed paid time off will be applied to the first working day of the month.

**35.7 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 Administration Policy Statement

**35.7 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 seventeen pounds (17lbs.) or less.

E. 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 and employee's request for reasons of significant difficulty or expense.

### **Article 36 – Miscellaneous Leave**

**36.1 Unpaid Time Off.** In addition to the circumstances specified elsewhere in this Agreement, the Employer, in its discretion may approve an unpaid time off for the following reasons specified below. Unpaid time offs 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.

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

- A. Child or elder care emergencies
- B. Governmental service
- C. Citizen volunteer or community service
- D. Conditions applicable for paid time off
- E. Education
- F. Formal collective bargaining that is not otherwise provided for in this Agreement or contained within agreed upon ground rules
- G. Time off taken voluntarily to reduce the effect of a layoff
- H. Union project activities that are not otherwise provided for in this Agreement
- I. To accommodate annual work schedules of employees occupying cyclic year positions
- J. As otherwise provided for in this Agreement

**36.3** Unpaid time off for the following reasons is not covered by this Article:

- A. Compensable work-related injury or illness, (Article 34)
- B. Military service (Article 33)
- C. Time off for serious health condition taken under the provisions of the Family and Medical Leave article (Article 27)
- D. Time off authorized by the Employer as part of a plan to reasonably accommodate a person with a disability (Article 35)
- E. Pregnancy, childbirth, and pregnancy related conditions (Article 35)
- F. Bereavement (Article 31)
- G. Parental leave (Article 28)
- H. Union activities (Article 50)

**36.4 Conditions Applicable to Unpaid time off.** Employees must submit any request for an unpaid time off in writing when feasible prior to the time off being used. Except as required by law, a request for unpaid time off must meet the following conditions:

- A. The employee must be a permanent employee
- B. The employee must have a bona fide intention of returning to work following the unpaid time off
- C. The unpaid time off must not, in the discretion of the University, interfere with operational needs.

**36.5 Cancellation of Unpaid time off.** The Employer may cancel an unpaid time off upon finding that the employee is using the time off 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 an unpaid time off has been cancelled. The notice will set a date for the employee's return to work. The Employer will consider an employee's individual circumstances and operational needs when determining a return to work date. Unless mutually agreed, the employee's failure to return to work on the date prescribed will be considered job abandonment.

**36.6 Benefits During Unpaid Time Off.** Employees are encouraged to contact the ISC (phone # 206-543-8000, ischelp@uw.edu) prior to any unpaid time off to understand impact on benefits and learn about other points to consider.

**36.7 Returning Employee Rights.** Employees returning to work following an approved unpaid time off will be returned to the position they held prior to the unpaid time off or to another position in the same classification in the same geographical area unit and organizational unit. In the event the employee's position is substantially impacted during the time the employee is on unpaid time off, the employee will be notified in writing and provided a time in which to exercise any rights available pursuant to this Agreement.

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

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

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

**36.11 Formal Collective Bargaining Leave.** Unpaid time off may be granted to participate in formal collective bargaining sessions authorized by RCW 41.56 as mutually agreed by the parties.

**36.12** The use of time off for certain emergency services personnel will be granted in accordance with RCW 49.12.460.

**36.13** Time off for organ donors will be granted in accordance with UW APS 45.9.

### **Article 37 – Inclement Weather and Suspended Operations**

**37.1 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 and may make adjustments to the employee's job duties and/or deadlines as appropriate. Employees who are unable to telework may use compensatory time, holiday credit, personal holiday, vacation time off, or leave without pay. Employees designated as essential must make all reasonable efforts to report to work as scheduled.

**37.2 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 performing essential services to report to work the following will govern: Any employee who can successfully accomplish their work away from the worksite has the option to telework. Requests will not be unreasonably denied.

Employees who perform nonessential services are not required to report to work, but may telework if approved by the 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 use unpaid time off.

UW parking in unrestricted spaces shall be provided 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 stalls, electric vehicle charging stalls, motorcycle stalls, and department reserved stalls. Employees qualified to use a restricted space (for example disabled stalls) shall be able to use the appropriate space.

### **Article 38 – Time off Due to Family Care Emergencies**

- A. There are two (2) types of family care emergencies:
  - 1. A child care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency child care requirements such as unexpected absence of regular care provider, unexpected closure of the child's school, or unexpected need to pick up child at school earlier than normal.
  - 2. An elder care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency elder care requirements.
- B. An employee who is unable to report for or remain at work, whether that workstation be designated onsite or telework location, due to a family care emergency may use vacation time off, sick time off, compensatory time, holiday credit, discretionary time off, or unpaid time off up to a maximum of three (3) days of each type of time off per calendar year, and their personal holiday. Use of any of the above time off categories is dependent upon the employee's eligibility to use such time off. The employee upon returning from such time off shall designate to which time off category the absence will be charged.
- C. In accordance with RCW 49.46.210, sick time off may be used when an employee's child's school or place of care has been closed by order of a public official for any health-related reason. Health-related reason means a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material.

## Article 39 – Health and Safety

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

**39.2 Safety.** All work shall be performed in conformity with applicable health and safety standards. If an employee is assigned to work during an anticipated event at the University and has concerns regarding their personal safety, they may discuss their concerns with their supervisor, who may approve a temporary alternative assignment during the event. If a request for a temporary alternative assignment is denied, the employee's supervisor will provide the reason for denial in writing. If an employee experiences an unanticipated situation in which individuals or groups create a hostile or unsafe work environment, the employee may remove themselves from the situation. Employees are encouraged to immediately report any unsafe working conditions to their supervisor. If the matter is not resolved satisfactorily between the supervisor and employee, either may involve the Union Steward and request a decision from a medical center's Safety Officer, and/or the University's Department of Environmental Health & Safety (EH&S) or the Department of Labor & Industries (L&I). No other employee may do the work believed to present an imminent risk to life and safety until a risk assessment has been done by the Safety Officer and/or the University's Department of EH&S, or the L&I, and it is confirmed that there is no imminent hazard. Once a risk assessment is completed and it is confirmed that there is no imminent hazard and conditions meet DOSH standards, the employee will be expected to perform the work.

Employees are encouraged to attempt to resolve the matter first with the supervisor, then the Safety Officer and/or EH&S prior to going outside the University.

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

Employees with concerns about air quality standards should escalate the issue through their supervisor. Staff shall not be discouraged from contacting Building Coordinators, Safety Officers, or EH&S with questions or concerns.

Facilities and EH&S will continue to evaluate reports of individual room air circulation problems and building issues can be reported to Facilities through an online work order request.

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

If a supervisor, the Employer-designated safety official, Labor and Industries or Environmental Health and Safety (telephone 206-543-7262) declare a University work site to be hazardous and unfit for work, affected employees may be assigned to alternative work sites, including telework work sites, until the hazardous condition is rectified. If assignment to an alternative work site is not possible and it is not possible to telework and the supervisor decides to send the

employee(s) home, those employees sent home will receive their regular pay for all time the employee(s) is scheduled to work on the day of the incident. For all subsequent days the employee(s) may use accrued leave as appropriate or request make up time as follows:

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

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

**39.5 Personal Protective Equipment (PPE).** The Washington State Department of Labor and Industries (L&I) in WAC 296-800-160 Personal Protective Equipment (PPE) requires all employers to assess their workplace for hazards that might require the use of personal protective equipment. If PPE has to be used, the supervisor must require its use.

After the assessment and selection, employees required to use PPE must be trained before they are required to use the PPE. All of the following must be covered:

- A. What PPE to use and when to use it
- B. Limitations of the PPE
- C. How to put it on, take it off and adjust it
- D. Inspection and maintenance
- E. Any manufacturer instructions and warnings
- F. Make sure the PPE fits well
- G. How to obtain PPE
- H. How to dispose of PPE

Bargaining unit employees will not be disciplined for refusing to work in the event that Employer required PPE is not provided by the Employer.

**39.6 Safety Committees.** Joint employee-elected and Employer appointed safety committees shall be formed in accord with DOSH requirements and following University of Washington policy. The Union is entitled to representation on the University-wide or specific organizational or divisional committees where bargaining unit employees are working. Any department or unit committee also dealing with health and safety issues in work areas shall appropriately involve bargaining unit employees. Participation in safety and health committees, including meeting time, health and safety research, work on committee assignments, seminars, and classes will be considered time worked for all employees in accordance with University policy. Release time must be arranged with supervisors in advance.

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

**39.7 Ergonomics.** The supervisor/manager will provide training and equipment for staff to safely perform job functions and avoid injury. Employees should contact their supervisor if job procedures, equipment or workstations lead to risk of injury or work-related musculoskeletal

disorders. Further ergonomic guidelines shall be referenced on the University's EH&S website [www.ehs.washington.edu](http://www.ehs.washington.edu). UW Libraries and Press employees have the option to contact Libraries HR to request an ergonomic assessment. Gallagher Law Library employees have the option to request the University of Washington EH&S to perform an ergonomic assessment of their work station. Based on the ergonomic assessment, adjustments may be needed or requested by the employee.

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

In response to a DOSH inspection initiated by a bargaining unit employee complaint, the Employer will contact the designated Union representative to participate in the worksite inspection. Employees may also request a workplace review by the employing department and employees shall be given the results of the review.

**39.9 DOSH Inspections.** Each time there is a DOSH inspection of the Employer's property in an area where Union employees perform their duties, the Employer shall contact the Union Office to find out whom the Union designates as the employee representative. If the Union's representative is not present for the inspection, the Employer shall request that the Compliance Safety and Health Officer (CSHO) delay the inspection until the Union's representative can arrive.

**39.10 Wellness.** The Employer and the Union will encourage and support employee participation in appropriate programs including the UW Care Link Services through which employees may seek confidential assistance in the resolution of chemical dependency or other problems that may affect job performance. UW Care Link Services may presently be reached at 1-866-598-3978 (business hours) or 1-800-833-3031 (24-hour line). No employee's job security will be placed in jeopardy as a result of seeking and following through with corrective treatment, counseling or advice providing that the employee's job performance meets supervisory expectations. Wellness room access will be provided per Article 7 Employee Facilities.

**39.11 Tools and Equipment.** The Employer will furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position, and will provide, during working hours, training on the safe operation and use of tools/equipment/supplies required to perform the employee's duties. The Employer agrees to provide transport for necessary equipment and supplies which cannot safely be transported by hand. The employees will properly use and maintain all required tools/equipment/supplies and immediately report any defects or malfunctions to the supervisor.

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

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

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

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

## **Article 40 – Health Care Benefits Amounts**

**40.1** 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.

**40.2** The point-of-service costs of the Classic Uniformed 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.

- A. In ways to support value-based benefits designs; and
- B. To comply with or manage the impacts of federal mandates.

Value-based benefits designs will:

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

Article 40.1 and 2 will expire June 30, 2023.

### **40.3**

- 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 employee contribution be less than two percent (2%) of the EMC per month.
- B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances.
  - 1. In ways to support value-based benefits designs; and

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

Value-based benefits designs will:

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

- D. Article 40.3 (B) will expire June 30, 2025.

#### **40.4**

- 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 the 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.

#### **40.5 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 and 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.

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

### **Article 41 – Transportation, Travel, and Commute Reduction**

**41.1 U-PASS.** The Employer will provide bargaining unit employees with a fully-subsidized U-PASS. Activation and maintenance of this benefit are subject to UW Transportation Service requirements.

**41.2 Parking.** The Union agrees that during the life of this Agreement, the University may apply changes in transportation policy, including adjusting parking fees and criteria for assigning parking spots, to the bargaining unit without the obligation to bargain with the Union. The Union

may raise issues and concerns about the University's parking program at Joint Labor/Management Committee meetings or at ad hoc Labor Management Committee meetings.

**41.3 Flexible schedules to assist in commute trip reduction.** The Employer is encouraged to give serious consideration to employee requests for flexible schedules for commute trip reduction purposes. Individual requests for flexible scheduling may be approved by the employing official, provided that such scheduling does not interfere with the effective operation of the team and shall be dependent upon operating, business, and customer needs. Upon request, the Employer will provide the reason for denial in writing. The denial of a flexible schedule request is not subject to Article 5 Grievance Procedure.

**41.4 Telework.** Bargaining unit employees may be eligible to telework in accordance with the University's Telework Policy: <https://hr.uw.edu/policies/telework/telework-remote-work-and-out-of-state-work/> and Article 20 Telework.

**41.5 Travel.** Any employee required to travel to a place of work other than their regular official duty station shall be reimbursed for travel costs if eligible, in accordance with University of Washington Administrative Policy Statements, Section 70. All provisions in Article 11 Overtime will apply to travel.

## **Article 42 – Paid Professional Leave**

**42.1 Purpose.** The purpose of paid professional leave (PPL; otherwise known as sabbatical) is to afford eligible employees at the University Libraries the opportunity to increase their knowledge, further their scholarship, expand their skills, and enhance their professional development. The overall objective is to enhance the employee's capacity for and value of service to the University.

**42.2 Eligibility.** The character of the employee's PPL plan as well as the individual's ability to carry out these plans are important considerations in the granting of a PPL. The Employer will also consider whether an employee's performance warrants the privilege of a leave. Ordinarily, PPL will not be granted for the purpose of working toward an advanced degree. Under unusual circumstances, however, eligible employees may be granted this privilege upon recommendation by the appropriate Dean to the President. The authority to grant paid professional leave rests with the appropriate Dean, followed by the final approval by the Provost (Librarians) or Campus HR Operation (Professional Libraries and Press employees) in their sole discretion.

It is expected that the appropriate dean's office will verify eligibility before considering the PPL request and will not consider requests from ineligible librarians or Professional Libraries and Press employees.

**Librarians** – A librarian with a full-time appointment and permanent status becomes eligible for PPL no earlier than their seventh academic year of University service or their seventh academic year of service after their return from a previous PPL. Eligibility is calculated in academic years commensurate with the unit's standard service period. The year in which a PPL takes place is considered the 'PPL year', even if the PPL was only one or two (1-2) quarters in duration.

After returning from PPL, a librarian can begin accruing time toward their next PPL in the academic year immediately following the 'PPL year.'

**Professional Libraries and Press Employees:** A professional staff employee is eligible to apply for a professional leave not earlier than their seventh year of service or not earlier than in the seventh year after return from a previous University of Washington professional leave with pay.

### 42.3 Application Process

**Librarians** – Librarians must submit their applications by the submission date established annually by the Office of Academic Personnel. PPL may be granted for up to twelve (12) months (i.e., occurring within 3 or 4 academic quarters).

The process for submission of PPL applications is prescribed on the Office of Academic Personnel's website and includes, among other things, instructions for completing the application and their deadlines. The leave application should be submitted through the applicant's supervisor to the appropriate Dean, who will review the application for eligibility, merit, programmatic feasibility, and affordability to the unit at their sole discretion. The dean will then forward supported applications to the Office of Academic Personnel for Provost approval.

A librarian's eligibility for PPL may be impacted by other leaves taken during the service accrual period.

PPL decisions are in the sole discretion of the Dean and Provost and therefore any issues arising therefrom are not subject to the grievance procedure (Article 5).

**Professional Libraries and Press Employees** – Eligible employees must complete an application form according to the forms instructions and file the application at least six (6) months before the date of the requested leave is to begin. PPL may be granted for up to nine months.

The immediate supervisor reviews the application and decides whether to endorse it. The manager transmits the application to the appropriate dean for concurrence, and then to Campus HR Operations for final approval.

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 their employing unit and the University as well as the employing unit's and employee's ability to fulfill the plan as described.

**42.4 Salary Support During Paid Professional Leave.** State law requires that the aggregate cost of remunerated professional leaves awarded at the institution during any year, including the cost of replacement personnel, shall not exceed the cost of salaries that otherwise would have been paid to personnel on leave (RCW 28B.10.650).

While the number of PPL allocations will be determined centrally, the Employer will provide salary support during PPL as noted below. The percentage of salary support will be commensurate with the number of academic quarters impacted by the leave:



- Full salary for a leave not exceeding three (3) months (occurring within one quarter for Librarians);
- Three-fourths (3/4) salary for a leave greater than three (3) months up to six (6) months (occurring within two (2) quarters for Librarians);
- Two-thirds (2/3) salary for a leave greater than six (6) months (occurring within three or up to four (4) quarters for Librarians; and no more than nine (9) months for Professional Libraries and Press employees).

**Other employment** – If an employee secures outside grant support that is designated for salary, such funds may be applied to increase the employee’s pay during sabbatical to no more than their regularly established full salary, and any funds in excess of those necessary to achieve full salary payment are used to reduce the UW’s contribution. The employee’s pay while on sabbatical may not exceed the regularly established full salary. In addition, the employee on sabbatical may not accept remunerative employment during the period of the leave except when the purpose of the leave is for gaining experience which cannot be obtained otherwise. 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.

Such requests for librarians must be approved for Outside Professional Work for Compensation [Outside Professional Work for Compensation form](#) (Form 1460) prior to submitting the sabbatical application. As part of the PPL, librarians shall highlight the difference between outside work and the proposed PPL activities. A copy of the approved form must be attached to the PPL application. Professional Libraries and Press employees must complete the [Outside Work – Request for Approval](#) (Form 1555) if outside work as described above is requested.

State law limits the actual dollar amount of general state and local funds the UW may pay to those on sabbatical. The maximum monthly salary limit for librarians on PPL are referenced on the Office of Academic Personnel’s website. Use of external sources must be consistent with funding agency requirements.

**42.5 Timing of Paid Professional Leave Quarters for Librarians.** Requested PPL should fall within a single academic year (7/1 – 6/30, annually) and start dates must align with UW’s payroll academic quarter payroll start dates.

- Summer quarter (06/16 to 09/15)
- Autumn quarter (09/16 to 12/15)
- Winter quarter (12/16 to 03/15)
- Spring quarter (03/16 to 06/15)

**42.6 Return to Work Service Obligation.** In order to be granted paid professional leave, the employee must agree in writing to return to their University position for a period equivalent to the length of the leave (Professional Libraries and Press employees) or one (1) academic year following the PPL year (Librarians). 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.

**42.7 Report of Leave.** A written report of the principal accomplishments and summary of activities during the PPL must be submitted to the appropriate dean within one (1) month after the conclusion of the leave. The report must state how and where the leave was spent and what the principal accomplishments were, including the leave's value to the University and to the employee's professional development.

## **Article 43 – Personnel Files**

**43.1 Files Relating to Employment.** The Employer shall maintain files relating to employment in accordance with the applicable University policy and/or state or federal law. The official personnel file for each employee will be maintained by Campus Human Resources (for Professional Libraries and Press employees) or the Office of Academic Personnel (for Librarians). These offices will be responsible for identifying the location of and process for accessing the file. The official personnel file will accompany the employee throughout their service career at the University of Washington. The departmental file will be maintained by the department.

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

**43.2 Employee Access to Files.** Upon written request to the file custodian, employees have the right to examine all materials in their official personnel files that are not non-disclosable pursuant to state and/or federal laws. Information about accessing Professional Libraries and Press employees' official personnel files is provided here: <https://hr.uw.edu/policies/official-personnel-file-access/>.

Employees also have the right to access their departmental file. Upon written request by the employee to their local HR (Libraries HR or Law School HR), the employee and/or representative may examine the employee's departmental file. Review of departmental files will be in the presence of the Employer representative during business hours. The employee and/or representative may request copies, which may be provided at no cost if the size of the request is reasonable. If the request is approved, a copy of the written authorization will be retained in the employee's departmental file.

**43.3 Employee Response.** A copy of any correspondence, adverse material, or letters issued and intended to be included in an employee's official personnel file, except materials that are non-disclosable pursuant to state and/or federal laws, shall be mailed or given to the employee prior to becoming a part of the file. An employee may insert a reasonable amount of job-related materials in their official personnel or departmental files that reflects favorably on their performance. Employees shall have the right to 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.

**43.4 Confidentiality.** Access to personnel files will be in accordance with UW Policy and/or State Law. The parties authorized to access an employee's official personnel or departmental file are the employee, the employee's representative, the employee's direct supervisors, Libraries HR, Campus HR, Academic HR, and Law HR. Unauthorized parties shall not have

access to any employee's official personnel or departmental file. Any unauthorized party requesting access to personnel files will be directed to Public Records.

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

**43.6** Adverse material or information related to alleged misconduct that is unsubstantiated, and all such information in situations where the employee has been fully exonerated of wrongdoing, and/or any documents removed pursuant to Article 44 Corrective Action, will be promptly removed from the employee's official personnel file and departmental files. The Employer may retain this information in a legal defense file in accordance with the prevailing Washington State law. Subject to the records retention schedule, the Employer may retain information relating to employee misconduct or alleged misconduct if the employee requests that the information be retained.

#### **Article 44 – Corrective Action/Dismissal**

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

#### **44.2 Representation**

- A. Employees shall be notified in writing that upon request they shall be entitled to have a representative present when formal counseling, final counseling or dismissal is occurring. Employees have a right to a meeting with management whenever corrective action is issued. Attendance of a representative shall not delay the disciplinary process unduly as determined by the Employer. All parties shall make every effort possible to allow for Union representation without unduly delaying the process.
- B. Upon request, an employee has the right to a Union representative at an investigatory interview called by the Employer, if the employee reasonably believes corrective action could result. The Employer will provide reasonable time to allow an employee to secure a representative.
- C. The role of the Union representative in regard to an Employer-initiated investigation is to provide assistance and counsel to the employee and not interfere with the Employer's right to conduct the investigation. Every effort will be made to cooperate in the investigation.
- D. An employee placed on an alternative assignment during an investigation will not be prohibited from contacting their Union steward unless there is a conflict of interest, in which case the employee may contact another Union steward. This does not preclude the Employer from restricting an employee's access to the Employer's premises.
- E. An interpreter can be requested by either party and will be provided.

**44.3 Coaching.** Coaching is defined as an informal discussion or instruction between employee and their immediate supervisor. When appropriate, supervisors are encouraged to attempt to resolve issue(s) through coaching; this may include follow up in writing which may include a simple action plan in writing. This is not a form of corrective action.

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

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

**44.6 Final Counseling.** Final counseling (may involve administrative personnel other than the employee's immediate supervisor) includes action plan discussion and revision, where appropriate. A decision-making period of one (1) day of paid time away from the work site for the employee to consider the consequences of failure to follow the action plan may be used at this step. If the Employer decides to provide a decision-making day, the employee will be given a list of expectations and problem statements prior to the day taking place.

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

**44.8 Demotion.** Demotions may be initiated by the Employer at any step of the Corrective Action process.

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

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

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

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

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

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

### **Article 45 – 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 the 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 46 – Layoff, Seniority, Rehire**

#### **46.1**

**A. Layoff.** Whenever it becomes necessary for the Employer to reduce its workforce due to lack of work, loss of funds, or good faith reorganization, the Employer shall use the following procedure. The Employer shall identify the positions to be abolished and the employee(s) affected and shall notify employees and the Union in writing. For Librarians with permanent status, layoff notice will be at least six (6) months in advance of implementation, unless the Employer determines that a loss of funds makes that notice length not feasible. For all other employees, layoff notice will be at least forty-five (45) calendar days in advance of implementation. The notice will include the employee's formal employment option. When possible, the Employer will provide more than the minimum notice. Affected employees will receive a written summary of employee benefits during layoff, including eligibility for maintaining health insurance.

1. The Employer shall not lay off bargaining unit employees in lieu of disciplinary action.
2. Librarians will be laid off in accordance with Article 46.2
3. Professional Libraries and Press employees will be laid off in accordance with Article 46.2.

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

#### **Professional Libraries and Press Employees**

1. A funded vacant position in the same job profile in their current grade, as determined by the Employer.

2. A funded vacant position within the same job profile series in a lower grade, as determined by the Employer.
3. Employees with no formal employment option will be placed on the rehire list upon request. Employees who reject their formal employment option can elect to be placed on the rehire list.

When more than one employee from the same seniority group are laid off, eligibility for placement in vacant positions will be made in seniority order (calendar days), most senior person first.

### **Librarians**

1. A funded vacant librarian position, as determined by the Employer
2. Employees with no formal employment option will be placed on the rehire list upon request. Employees who reject their formal employment option can elect to be placed on the rehire list.

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

C. Layoff units are defined as:

1. UW Libraries – Seattle Campus
2. UW Libraries – Bothell Campus
3. UW Libraries – Tacoma Campus
4. UW Libraries – Network of the National Library of Medicine (NNLM)
5. Gallagher Law Library
6. UW Press

D. **FTE Increase or Reduction.** An employee in a position that is not abolished but is increased or reduced in FTE status and who will remain benefit eligible after the reduction or increase will have the choice between 1) staying in the reduced or increased position and going on the rehire list for the position and FTE status held by the employee immediately prior to the increase or reduction, or 2) exercising available layoff rights under 46.4. The employee must exercise this choice within three (3) working days of the increase or reduction notice.

E. **Voluntary Layoff.** Appointing authorities will allow a Professional Libraries and Press employee in the same job profile, or a librarian (excluding temporary librarians) in the layoff unit where layoffs will occur, to volunteer to be laid off provided that the employee is in a position requiring the same skills and abilities, as a position subject to layoff. Any volunteer for layoff shall have no formal employment options. If the appointing authority accepts the employee's voluntary request for layoff, the employee will submit a letter stating they are accepting a voluntary layoff from the University. A written letter may be

withdrawn within twenty-four (24) hours after submission, excluding the employee's scheduled days off and holidays off. The employee can elect to be placed on all applicable rehire lists.

**46.2 Layoffs.** When a layoff is required, the Employer may consider the following when determining which position(s) will be impacted. If possible, the Employer will end temporary appointments prior to impacting regular positions.

- Position specific specialized skills, duties and/or responsibilities
- Employee specific specialized skills
- Librarian rank (Librarians only)
- Appointment status (Librarians only)
- Funding source

When deciding between two employees using the criteria above, all other things being equal, use layoff seniority described below.

### **46.3 Layoff Seniority**

- A. Layoff seniority is defined as the length of service in calendar days with UW Libraries, UW Press or Gallagher Law Library. Service of less than full time shall be considered full time. Calendar days spent on the layoff rehire list shall not be included in computing seniority, 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 (1825 days) credit. Time spent on military duty leave, paid or unpaid, or time spent on leave without pay to work for the Union in accordance with Article 50.3 is included in seniority calculation. Probationary employees are not vested with seniority credits until successfully completing the probationary period.
- B. Layoff Seniority shall be lost following a break in service including resignation, termination for cause, failure to return from a leave of absence, expiration of rehire rights.
- C. The Employer will provide all employees notice when a new position has been posted internally.

### **46.4 Rehire**

- A. **Rehire List.** The Employer shall make a concerted effort to re-employ bargaining unit members on the rehire list. Professional Libraries and Press employees without employment options may be placed on the rehire list for the same job profile or lower grade in the series from which the employee was laid off. Librarians without employment options may be placed on the librarian rehire list. Rehire list options are determined by the Employer. Employees are eligible for the rehire list for twenty-four (24) months. Employees may provide the Employer with an updated copy of their resume/CV within five (5) business days of notification of layoff. Temporary librarians are not eligible for placement on the rehire list.

- B. Placement from the Rehire List.** The Employer will refer Professional Libraries and Press employees in order of length of time on rehire list followed by seniority order from the designated rehire list(s) for any open positions in the bargaining unit for which the laid off employee possesses the essential skills. Employees referred from the rehire list(s) who possess the essential skills needed for a vacant position will be offered the position prior to the Employer posting for competitive recruitment. From among these employees, offers will be made to the employees with the longest duration on the rehire list first. If multiple employees have the same duration of time on the rehire list, offers will be made in seniority order, most senior person first. Recruitments for positions for which there are employees on rehire list(s) may not be withdrawn solely to avoid hiring laid off employees.

The Employer will refer librarians from the designated rehire list for any open positions in the bargaining unit for which the laid off employee possesses the essential skills. Employees referred from the rehire list who possess the essential skills needed for a vacant position will be offered the position prior to the Employer posting for competitive recruitment. From among these employees, offers will be made based on the length of time on the rehire list, longest duration first; followed by rank held at the time of the layoff, Librarian rank first; followed by seniority, most senior person first. Recruitments for positions for which there are employees on rehire list(s) may not be withdrawn solely to avoid hiring laid off employees.

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

- D. 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 twenty-four (24) months,
2. If the employee accepts or rejects two (2) offers of placement from any rehire list for a position with the same FTE status and pay as the position from which the employee was laid off.
3. Employees who notify the UW they want to be removed from the rehire list.

## **Article 47 – Resignation, Abandonment, and Re-Employment**

**47.1 Resignation.** Employees are encouraged to provide at least two (2) weeks' written notice of resignation. A written resignation may be withdrawn within twenty-four (24) hours excluding the employee's scheduled days off and holidays off, after submitting the resignation. The employee may only withdraw one resignation per position held. The Employer may permit withdrawal of resignation at any time.

**47.2 Presumption of Resignation/Abandonment.**



- A. An employee who fails to appear for work and report absence to the supervisor, in accordance with departmental policy, on three (3) consecutive scheduled workdays, may be deemed to have resigned. The Employer will make reasonable attempts to contact the employee before the third (3rd) consecutive day of absence. Notice of separation will be sent to the employee's last known address on record with the UW Payroll Office via certified mail after the third (3<sup>rd</sup>) consecutive day of absence. Prior to sending the notice, the Employer will attempt to contact the employee through current home telephone and emergency contact numbers on record in Employee Self-Service and departmental records.
- B. Within fourteen (14) calendar days of mailing the separation notice and upon proof that the failure to report absent could not reasonably have been avoided, an employee may submit to the supervisor a written petition for reinstatement. The Employer's decision to not reinstate may be grieved according to the grievance procedure in Article 5.

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

**47.4 Exit Interviews.** Exit interviews can provide valuable feedback for the UW Libraries, UW Press, Gallagher Law Library, 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 Diversity, Equity, and Inclusion (DEI). The Employer will offer exit interviews to all resigning or retiring employees. Upon request, the Union will be provided with the Employer's exit interview questions.

- 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 and aggregated statistics.
- C. **Notice:** When an employee in the bargaining unit gives notice of resignation, when possible, the Union will be notified within five (5) business days.

#### **47.5 Re-Employment Upon Retirement**

- A. UW Libraries, Gallagher Law Library, and UW Press employees who meet the eligibility requirements for retirement may be selected by the dean to be considered for re-employment on an annual calendar-year basis (or as articulated in the appropriate retirement plan) by the UW Libraries, Gallagher Law Library, and UW Press for not more than forty (40) percent of their appointment status at the time of retirement.. Also, if an employee is interested in being considered for re-employment after retirement, they may apply at least 90 days in advance of the first year of their retirement. All decisions regarding re-employment are determined by the dean on an annual basis.
- B. All decisions regarding re-employment after retirement are at the sole discretion of the University, including, but not limited to, decisions to re-hire and termination of re-

employment prior to its originally intended expiration date, and will not be subject to Articles 5 (Grievance Procedure) and 46 (Layoff, Seniority, Rehire) of the contract.

- C. UW Libraries Librarians who have been re-employed upon retirement are not eligible to serve on librarian review and personnel committees and are not eligible to vote for representatives to the Librarian Personnel Committee. Other committee participation is at the discretion of the Employer.

## **Article 48 – Diversity, Equity, and Inclusion (DEI) and Anti-Racism**

**48.1 DEI and Anti-Racism Values.** The parties are committed to Diversity, Equity, and Inclusion (DEI), and acknowledges the value of a diverse workforce. The Employer will promote initiatives dedicated to DEI. Employees of all employment types (faculty, professional, classified, contract, etc.) will be able to contribute ideas and, where appropriate, participate in planning and executing activities intended to promote DEI. Any time spent formally contributing to such activities will be considered work time. Among other initiatives, the Employer may solicit feedback on the UW Libraries, UW Press and the Gallagher Law Library’s systems and policies with the goal of fostering a more inclusive environment.

### **48.2 Workshops and Trainings**

- A. The Union shares the Employer’s commitment to providing staff workshops in implicit bias, anti-racism, and other topics related to DEI. The Union and UW Libraries, UW Press, and Gallagher Law Library may discuss workshops, including the frequency of already established workshops as well as the updating or development of workshops, in Joint Union/Management Committees.
- B. The University will provide training for employees with the purpose of eliminating structural racism and promoting DEI as required by law. Once completed, a report containing a summary of the training results and progress towards the University’s goals will be provided to the Union upon request.
- C. As part of the University’s Strategic Leadership Program (SLP), the Employer shall provide all managers and supervisors of bargaining unit employees information regarding the University’s existing programs and tools that elevate DEI in the recruitment and hiring process, including, but not limited to, the [Inclusive Hiring page](#) and the [Staff Diversity Hiring Toolkit](#). Additionally, the Employer will include a content module on implicit bias, privilege, micro-aggressions, and diversity in the hiring process during the SLP workshop for managers and supervisors with at least one direct report.
  - 1. The Employer shall distribute annually an electronic copy of the Staff Diversity Hiring Toolkit to all managers and supervisors of bargaining unit employees.

### **48.3 Reports**

- A. On an annual basis, the Employer will provide the Union with a list of UW Libraries, UW Press, and Gallagher Law Library trainings offered to bargaining unit employees in the prior year centered on aspects of diversity, equity, inclusion, and anti-racism.

- B. The parties acknowledge that the [Washington's Diversity Blueprint 2022 – 2026: Actions toward Access, Inclusion, and Equity](#) articulates the tri-campus community's aspirations for becoming an inclusive and equitable environment. On an annual basis, the Office of Minority Affairs and Diversity (OMA&D) will prepare an assessment report on University-wide diversity metrics for the Board of Regent's Diversity, Equity, and Inclusion subcommittee. An electronic copy of the report will be made available to the Union.
  
- C. The Employer will continue the work of developing, and administering DEI initiatives with regard to recruitment, retention, advancement, and organization-wide training. Upon request, the parties will meet quarterly to discuss the Employer's progress toward goals in the Diversity Blueprint.

### **Article 49 – Contracting**

The University will not contract out work which results in the layoff or reduced FTE status of bargaining unit employees.

The University will provide the Union thirty (30) calendar days' notice prior to the implementation of any contract allowed under this Article.

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 50 – Union Activities, Rights, and Stewards**

#### **50.1 Staff Representatives**

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

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

While inspecting the workplace, the Union may engage in *de minimis* conversations with employees, so long as an employee does not object and such conversation does not interfere or disturb the operation of the facility or compromise the security of institutional information.

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

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

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

- A. The Union shall prevail upon all employees in the bargaining unit and especially Union stewards, to make a diligent and serious attempt to resolve complaints at the lowest possible level. The Employer, likewise, shall prevail upon its supervisory personnel to cooperate fully with the Union stewards and other Union representatives in the speedy resolution of any grievance that may arise.
- B. Union stewards shall primarily conduct representational duties only within their designated area of jurisdiction. Stewards may represent members in another jurisdiction if the steward designated for that other jurisdiction is unavailable (e.g., away on approved leave), has a conflict, or if there is no steward in that area. In the event that a steward is unavailable, the steward of the next geographically or organizationally, closest designated jurisdiction will be contacted to represent the employee. The number of stewards in a particular area and the jurisdiction they serve shall be an appropriate subject of discussion between the Union and the Employer.
- C. The Union agrees to submit an up-to-date list to the Office of Labor Relations once per month indicating the name of all Union stewards, their work locations, team and designation as Lead, Chief, or Officer. In any event, said list shall be submitted at least annually with changes noted as they occur. Union stewards shall be recognized when the Office of Labor Relations is informed of their appointment. Stewards shall be assigned by the Union. Lead Stewards, Chief Stewards, and Local/Chapter officers shall be recognized to have broader jurisdictions.
- D. Whereas it benefits the University to have Union stewards who understand the contract and are trained in administration of the contract, each of the Union's stewards shall be allowed a total of eight (8) working hours annually without loss of pay to participate in the Union's stewards training program. Said time off shall be approved in advance by the employee's supervisor and shall be contingent upon the ability to provide coverage during the time off.
- E. The Union shall submit to the Office of Labor Relations at least fifteen (15) days in advance the names of the employees (with their respective supervisors) that are scheduled to participate in the training. The Union will confirm the employee's participation in the training upon completion.

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

### 50.3 Union Business Activities

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

### 50.4 Use of State Facilities, Resources, and Equipment

- A. **Meeting Space and Facilities.** The Employer's campuses and facilities may be used by the Union to hold meetings subject to the University's policy and availability of the space. The Employer may provide private space for stewards and/or Union representatives to meet in confidence with those they represent on a space available basis, this meeting may be virtual (Zoom, Teams, etc.) or in person in accordance with University Policy. Staff representatives may reserve and utilize meeting rooms in accordance with University policy and procedure. Such requests will be subject to availability and all applicable fees.
- B. **E-mail, Fax Machines, the Internet, Intranets.** Union delegates, and members may utilize state owned/operated equipment to communicate with the Union and/or the Employer only for the exclusive purpose of administration of this Agreement. Such use will:
1. Result in little or no cost to the Employer;
  2. Be brief in duration and frequency;
  3. Not interfere with the performance of their official duties;
  4. Not distract from the conduct of state business;
  5. Not disrupt other state employees and will not obligate other employees to make a personal use of state resources; and
  6. Not compromise the security or integrity of state information or software.

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

- C. **Bulletin Boards and Distribution of Union Material.** Upon request, space will be made available to the Union on bulletin boards in those areas where bargaining unit

employees work or frequent, for the posting of notices and information pertaining to official business of the Union. Materials posted on the Union bulletin boards without the signature of a recognized Union officer or representative may be removed.

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

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

#### **50.6 Information Requests**

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

### **Article 51 – Joint Union Management Committee**

**51.1 Committee Purpose and Membership.** A Joint Union-Management Committee is established to provide a forum for communications between the two (2) parties and to deal with matters of general Union/Employer concern. The committee's function will be limited to an advisory capacity and shall not include any decision-making or collective bargaining authority. Committee membership for employees in the UW Libraries bargaining units shall consist of three (3) representatives from the Union and three (3) representatives from the Employer. Additional employees may be granted release time from work to attend meetings or speak to specific topics.

The Employer will discuss with representatives of the Union significant changes affecting institutional conditions of employment generally affecting bargaining unit employees sufficiently in advance of the targeted implementation date of said changes so that reasonable alternative proposals can be adequately considered by the Joint Union-Management Committee.

**51.2 Meetings.** Committee meetings may be requested by an authorized representative of either party. Requests for a quarterly meeting shall be honored; however, once convened, the committee may meet more or less frequently as mutually agreed between the parties. At least one (1) weeks' notice shall be given to members of any agreed upon meetings and the agenda. Committee meetings shall normally be held during University business hours and at a mutually agreeable time and date. Employee members shall experience no loss in salary for meeting participation. Time spent in meetings will be considered time worked by employees. Supervisors will make accommodation so that employees can attend joint union management committee meetings.

**51.3 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 5 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.

**51.4 Team Labor Management.** In an effort to resolve workplace problems collaboratively and at the lowest level, staff are strongly encouraged to bring concerns about staffing and other working conditions to the attention of UW Libraries, Gallagher Law Library, and UW Press. SEIU Local 925 can request that the Office of Labor Relations set up a Joint Labor Management meeting for the involved parties. The Union can also place on the agenda any issues of staffing and/or other working conditions in particular teams/units.

## **Article 52 – Privacy**

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

**52.2** 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 SEIU 925'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 53 – Salary Overpayment Recovery**

### **Salary Overpayment Recovery**

- A. When an Employer has determined that an employee has been overpaid wages, the Employer may recoup the overpayment. The Employer will provide written notice to the employee that will include the following items:
1. The amount of the overpayment,
  2. The basis for the claim,
  3. A demand for payment, and
  4. The rights of the employee under the terms of this Agreement.

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

**B. Method of Payback**

1. The employee must choose one (1) of the following options for paying back the overpayment:
    - a. Voluntary wage deduction,
    - b. Cash, or
    - c. Check (separated employee).
    - d. Vacation (if under two hundred and forty [240] hours or two hundred and eighty-eight [288] hours only) or Compensatory time balances if appropriate and with prior approval from Integrated Services Center Payroll
  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.
- C. Neither A nor B above are required for employee reported overpayments and/or employee corrected time including leave submittal corrections. All employee initiated overpayment corrections may be collected from the next available pay check.
- D. **Appeal Rights:** Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 5 of this Agreement. The Employer will suspend attempts to collect an alleged overpayment until the grievance process has concluded.

**Article 54 – Tuition Exemption Program**

**54.1** 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.



**54.2 Release Time and Fees.** Subject to operational needs and management discretion, supervisors will make a good faith effort to allow the use of flextime for employees who wish to take a class during their regular work hours. The Employer will notify the employee of the operational needs preventing the allowance of flextime. Upon request, this notification will be provided in writing. The course is not required to benefit UW Libraries, Gallagher Law Library, or UW Press.

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.

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

### **Article 55 – Personal Services**

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

### **Article 56 – Represented Limited Term Hourly Employees**

Only the following language in this Article applies to the Professional Libraries and Press Represented Limited Term Hourly Employees and shall constitute the whole agreement between the Union and the University regarding these employees. See Article 14.2(A) for language regarding temporary librarians.

The following Articles in this Agreement apply to Professional Libraries and Press Represented Limited Term Hourly employees, except as modified below:

- Article 1 – Preamble and Purpose
- Article 2 - Non-Discrimination
- Article 3 – Workplace Behavior
- Article 4 – Affirmative Action
- Article 5 – Grievance Procedure
- Article 6 - Employee Rights
- Article 7 – Employee Facilities
- Article 20 – Telework
- Article 26 – Washington Paid Family and Medical Leave Program
- Article 30 – Unpaid Holidays for a Reason of Faith or Conscience
- Article 32 – Leave Related to Domestic Violence, Sexual Assault, or Stalking
- Article 34 – Work Related Injury Leave (except 34.2)
- Article 35 - Reasonable Accommodation of Employees with Disabilities
- Article 37 – Inclement Weather and Suspended Operations
- Article 38 – Time off Due to Family Care Emergencies
- Article 39 – Health and Safety
- Article 40 – Health Care Benefits Amounts (if qualified for PEBB)
- Article 41 – Transportation, Travel, and Commute Reduction

- Article 45 – Employee Assistance Program (if qualified for PEBB)
- Article 50 – Union Activities, Rights, and Stewards
- Article 51 – Joint Union Management Committee
- Article 52 – Privacy
- Article 55 – Personal Services
- Article 57 – Contract Distribution
- Article 58 – Union Membership, Dues Deduction, and Status Reports
- Article 59 – Management Rights and Responsibilities
- Article 60 – Subordination of Agreement and Savings Clause
- Article 62 – Mandatory Subjects
- Article 63 – Union Recognition
- Article 64 – Duration

**56.1 Definition.** The term Represented Limited Term Hourly Employee shall mean an hourly paid employee doing bargaining unit work on an hourly basis for no longer than six (6) months. This is an hourly position and has no FTE percentage. Represented Limited Term Hourly positions may be extended upon request by UW Libraries or Law School Human Resources and approval by HR Compensation.

**56.2 Hours of Work and Overtime.** Hours of work for Represented Limited Term Hourly Employees shall be established by the employing official. Work hours assigned in excess of forty (40) hours in a seven (7) day work week constitutes overtime. Overtime hours will be compensated at a rate of one-and-one-half (1-1/2 ) times the employee's regular rate.

**56.3 Probationary Period.** Represented Limited Term Hourly Employees are subject to all terms of the Agreement at such time as a Represented Limited Term Hourly Employee is appointed to a salaried bargaining unit position. This includes the requirements to serve a probationary period.

A Represented Limited Term Hourly Employee who is hired into the same job without a break in service, in the same unit through open recruitment will have their Limited Term hours of service apply toward their probationary period for that position up to a maximum of three (3) months of the six (6) month probationary period.

**56.4 Compensation.** The wage schedules for Represented Limited Term Hourly Employees shall be incorporated into this Agreement as Appendix 1.

The hourly rate for a Represented Limited Term Hourly Employee under this Appendix will not be below the market range minimum for the title that best fits the work.

#### **56.5 Holidays**

- A. **Holiday Premium.** If an employee works one of the following holidays, they will receive time and one half (1-1/2) for all hours work on that holiday: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Native American Heritage Day, and Christmas.

**B. Holidays and Holiday Credit**

1. Employees will be paid for holidays and receive holiday credit per Article 23 Holidays.

2. Holiday credit is a balance of time off that is received in lieu of holiday compensation for represented limited term hourly employees. Holiday credit accrual is proportionate to the number of hours in pay status (excluding overtime hours) in the same month of the holiday to that required for full-time (1.0 FTE) employment, excluding all holiday hours. Holiday credit accrual will be calculated at the end of the month. Employees hired during the month of the holiday will not receive credit for holidays that occur prior to their hire date.

#### **56.6 Sick Time Off**

- A. Employees will earn a monthly sick time off accrual proportionate to the number of hours in pay status (excluding overtime hours) in the month to that required for full-time (1.0 FTE) employment. Sick time off accruals cannot exceed eight (8) hours in a month.
- B. Sick time off accrues at the end of the month and is available for use the following month.
- C. Accrued sick time off may be used:
  1. in accordance with Article 25 Sick Time Off
  2. for the suspension of operations when the employee's workplace has been closed by a public official for any health related reason; and
  3. when the employee's child's school or day care has been closed by a public official for any health related reason.
- D. **Carryover and Separation.** Accrued sick time off is not paid at separation.

#### **56.7 Vacation Time Off**

- A. Article 24 Vacation Time Off applies to employees except as follows: employees will earn a monthly vacation time off accrual proportionate to the number of hours in pay status (excluding overtime hours) in the month to that required for full-time (1.0 FTE) employment.

#### **56.8 Personal Holiday**

- A. Employees will receive a personal holiday per Article 23.4 Personal Holiday.
- B. Employees will earn a personal holiday at a rate proportionate to the number of hours in pay status (excluding overtime hours) in the same month when the personal holiday is requested to that required for full-time (1.0 FTE) employment, excluding all holiday hours. The value of the Personal Holiday cannot exceed eight (8) hours.

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

## Article 57 – Contract Distribution

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

### 57.2 Distribution

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

## Article 58 – Union Membership, Dues Deduction, and Status Reports

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

- A. The Union shall transmit to the Employer via a web based electronic reporting system, by the cut-off date for each payroll period, the name and employee ID number of employees who have, since the previous payroll cut-off date, provided authorization for deduction of dues, COPE, or have changed their authorization for deduction. The Employer will provide instruction and templates for the web based electronic reporting system and provide a calendar of required payroll cut-off dates.

**58.2 Indemnification.** The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the University harmless from all claims, demands, suits or other forms of liability that may arise against the University for or on account of any deductions made from the wages of such employees or for any action taken in compliance with this Article.

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

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

### 58.5 Listing of Employees

- A. **Authorized Use – All Reports.** The information contained in the requested reports would be provided to each union for the sole and exclusive purpose of enabling the Union to fulfill their representational responsibilities as the collective bargaining representative for the UW employees about whom the information is requested. No

personally identifiable data will be published or shared by the Union, except among those within each Union with a need-to-know for the purpose of enabling the Union to fulfill its representational responsibilities as the collective bargaining representative for the University employees about whom the data or information is requested.

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

Each pay period UW shall provide the following four (4) reports electronically in EXCEL format

B. Total Compensation and deductions

Name  
Home Address  
Home phone  
Cell phone  
Work phone  
Work location (building)  
Work location (address)  
Work station or office (suite and/or number)  
Employee ID number  
Personal Email  
UW email  
UW mailbox  
Employment status  
Employment status effective date  
Job classification  
Department  
Pay grade  
Pay step  
Pay rate salary  
Hourly rate  
Supervisor  
Supervisor email  
Race  
Gender  
DOB  
Date of hire  
Job title  
Job class code  
Shift  
Deduction amount dues  
Deduction amount other  
Deduction amount COPE  
Total wages for the pay period  
Total base pay for pay period  
Total overtime pay for pay period  
Total overtime hours per pay period  
Total hours worked in the pay period  
Days in the pay period  
Total hours for each class/type of differential and or/ premium pay for the pay period  
Total wages for each class/type of differential and or/premium pay for the pay period

Total wages year to date  
Pension plan enrollment (which plan)  
Position number  
Medical plan enrollment (which plan)  
Bargaining Unit  
Total FTE  
Anniversary date (step date)  
Employment status (regular full time, regular part time, hourly, Project Appointment part time, Project Appointment full time)

C. 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 or hourly rate  
Appointment/FTE Percentage  
Appointment status  
Appointment term  
Distribution line information  
Position number  
Earnings in last pay cycle  
Hours worked in last pay cycle  
FTE in last pay cycle

D. 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

E. Vacancy Report

Position Number,  
Job Classification  
Date of vacancy  
Elimination date of vacancy

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

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

### **Article 59 – Management Rights and Responsibilities**

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

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

### **Article 60 – 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. Nothing in this Agreement shall be construed to limit or reduce the rights and privileges of the parties except where specifically modified herein.

### **Article 61 - Intellectual Freedom**

The University depends upon-and routinely requires-professional and scholarly contributions by Librarians, law Librarians, and Professional Libraries and Press employees.

**61.1 Freedom of Association, Assembly and Expression.** As the University's major information resource, the University Libraries, Gallagher Law Library, and UW Press enhances and extends students' classroom and laboratory experience, and facilitates their scholarly inquiry, as well as that of faculty, staff and students. The University Libraries is an integral part of the University's mission to sustain an atmosphere in which information and ideas are readily accessible and freely exchanged.

Academic freedom is the freedom to teach or communicate ideas or facts, to explore all avenues of scholarship, research, and creative expression, and to speak or write without

institution discipline or restraint on matters of public concern as well as on matters related to the general welfare of the University.

The University of Washington recognizes Librarians' and Libraries and Press professionals' right to academic freedom and the right to examine and communicate ideas by any lawful means, even if such activities should generate hostility or pressure against the Librarians, Professional Libraries and Press employees, or the University. Employees' lawful exercise of their constitutionally protected freedom of association, assembly, and expression, including participation in political activities, is not a violation of duties to the University. Such lawful exercise may not result in disciplinary action or adverse evaluation of the employee.

A Librarian, law Librarian, and Professional Libraries and Press employees' academic responsibility requires that when they speak or write as a citizen, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. These obligations include an obligation to respect the dignity of others, to acknowledge their right to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression on and off campus. Librarians, law Librarians, and Professional Libraries and Press employees should remember that the public may judge their profession and their institution by their utterances. As such, they should at all times strive to be accurate, exercise appropriate restraint, and make every effort to clarify that when they are speaking on matters of public interest, they are not speaking for the institution. The expression of dissent and the attempt to produce change may not be carried out in ways that injure individuals and damage institutional facilities or disrupt the work of other University personnel. Those who seek to call attention to grievances must not do so in ways that clearly and significantly impede the functions of the University.

### **Article 62 – Mandatory Subjects**

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

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

Unless agreed otherwise, the parties agree to begin bargaining within thirty (30) calendar days of receipt of the request to bargain. A valid request to bargain must include at least three (3) available dates and times to meet. If the Union makes a request for information at the same time as the request to bargain, the thirty (30) calendar days will not begin until the information request has been fulfilled. Information requests made after the request to bargain will not delay the scheduling of discussion and/or negotiations. The parties shall agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own



representatives for these activities. The Union will provide the Employer with the names of its employee representatives at least seven (7) calendar days in advance of the meeting date unless the meeting is scheduled sooner, in which case the Union will notify the Employer as soon as possible.

#### **Release Time**

- A. The Employer shall approve paid release time for up to three (3) employee representatives who are scheduled to work during the time meetings or negotiations are being conducted, provided the absence of the employee will not interfere with the operating needs of the Employer. The Employer may approve leave without pay for additional employee representatives provided the absence of the employee will not interfere with the operating needs of the Employer. If the additional employee absence is approved, the employee(s) may use personal holiday, vacation time off, holiday credit, or compensatory leave instead of leave without pay.
- B. No overtime will be incurred as a result of bargaining and/or preparation for bargaining.
- C. The Union is responsible for paying any travel or per diem of employee representatives. Employee representatives may not use a state vehicle to travel to and from a bargaining session, unless authorized by the Employer for Business Purposes.

### **Article 63 – Union Recognition**

**63.1** The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, and working conditions for all employees of the University of Washington in bargaining units certified by and under the Public Employment Relations Commission under the RCW 41.56. The composition of these units is as set forth in Appendix I of this Agreement (UW Libraries, UW Press and the Gallagher Law Library) – Bargaining Units Represented by the Service Employees International Union, Local 925, hereinafter referred to as the Union.

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

### **Article 64 – Duration**

This Agreement shall become effective upon ratification and remain in force through January 31, 2026; provided that if this Agreement expires while negotiations between the parties are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date.

Either party may request negotiation of a successor Agreement by notifying the other party in writing no sooner than August 1, 2025, and no later than August 31, 2025, to negotiate a new Agreement. Should such notice be served, bargaining shall commence at a time agreed upon by the parties.

**Appendix 1 – Librarians – Job Groups and Pay Ranges**

Job Code	Job Profile	LIBRARIANS Min effective July 1, 2023* Monthly/Annual		LAW Min effective July 1, 2023* Monthly/Annual	
23447	Assistant Librarian (E S SEIU 925 Libraries Non-Supv)	\$5,500	\$66,000	\$6,167	\$74,004
23448	Assistant Librarian (NE S SEIU 925 Libraries Non-Supv)				
23449	Assistant Librarian (E S SEIU 925 Libraries Supv)				
23450	Assistant Librarian (NE S SEIU 925 Libraries Supv)				
23463	Assistant Librarian - Temporary (E S SEIU 925 Libraries Non-Supv)				
23464	Assistant Librarian - Temporary (NE S SEIU 925 Libraries Non-Supv)				
23465	Assistant Librarian - Temporary (E S SEIU 925 Libraries Supv)				
23466	Assistant Librarian - Temporary (NE S SEIU 925 Libraries Supv)				
23443	Senior Assistant Librarian (E S SEIU 925 Libraries Non-Supv)	\$6,050	\$72,600	\$6,784	\$81,408
23445	Senior Assistant Librarian (E S SEIU 925 Libraries Supv)				
23444	Senior Assistant Librarian (NE S SEIU 925 Libraries Non-Supv)				
23446	Senior Assistant Librarian (NE S SEIU 925 Libraries Supv)				
23459	Senior Assistant Librarian - Temporary (E S SEIU 925 Libraries Non-Supv)				
23461	Senior Assistant Librarian - Temporary (E S SEIU 925 Libraries Supv)				
23460	Senior Assistant Librarian - Temporary (NE S SEIU 925 Libraries Non-Supv)				
23462	Senior Assistant Librarian - Temporary (NE S SEIU 925 Libraries Supv)				

Job Code	Job Profile	LIBRARIANS Min effective July 1, 2023* Monthly/Annual		LAW Min effective July 1, 2023* Monthly/Annual	
23435	Associate Librarian (E S SEIU 925 Libraries Non-Supv)				
23437	Associate Librarian (E S SEIU 925 Libraries Supv)				
23436	Associate Librarian (NE S SEIU 925 Libraries Non-Supv)				
23438	Associate Librarian (NE S SEIU 925 Libraries Supv)				
23455	Associate Librarian - Temporary (E S SEIU 925 Libraries Non-Supv)				
23457	Associate Librarian - Temporary (E S SEIU 925 Libraries Supv)				
23456	Associate Librarian - Temporary (NE S SEIU 925 Libraries Non-Supv)				
23458	Associate Librarian - Temporary (NE S SEIU 925 Libraries Supv)				
23439	Associate Librarian - Provisional (E S SEIU 925 Libraries Non-Supv)	\$6,655	\$79,860	\$7,462	\$89,544
23441	Associate Librarian - Provisional (E S SEIU 925 Libraries Supv)				
23440	Associate Librarian - Provisional (NE S SEIU 925 Libraries Non-Supv)				
23442	Associate Librarian - Provisional (NE S SEIU 925 Libraries Supv)				
23469	Associate Librarian - Retired (E S SEIU 925 Libraries Non-Supv)				
23470	Associate Librarian - Retired (NE S SEIU 925 Libraries Non-Supv)				
23473	Associate Librarian - Emeritus (E S SEIU 925 Libraries Non-Supv)				
23474	Associate Librarian - Emeritus (NE S SEIU 925 Libraries Non-Supv)				

Job Code	Job Profile	LIBRARIANS Min effective July 1, 2023* Monthly/Annual		LAW Min effective July 1, 2023* Monthly/Annual	
23431	Librarian (E S SEIU 925 Libraries Non-Supv)	\$7,321	\$87,852	\$8,208	\$98,496
23433	Librarian (E S SEIU 925 Libraries Supv)				
23432	Librarian (NE S SEIU 925 Libraries Non-Supv)				
23434	Librarian (NE S SEIU 925 Libraries Supv)				
23451	Librarian - Temporary (E S SEIU 925 Libraries Non-Supv)				
23453	Librarian - Temporary (E S SEIU 925 Libraries Supv)				
23452	Librarian - Temporary (NE S SEIU 925 Libraries Non-Supv)				
23454	Librarian - Temporary (NE S SEIU 925 Libraries Supv)				
23467	Librarian - Retired (E S SEIU 925 Libraries Non-Supv)				
23468	Librarian - Retired (NE S SEIU 925 Libraries Non-Supv)				
23471	Librarian - Emeritus (E S SEIU 925 Libraries Non-Supv)				
23472	Librarian - Emeritus (NE S SEIU 925 Libraries Non-Supv)				

\*Prior to July 1, 2023, the minimum at all librarian job profiles/ranks is \$54,000 annually/\$4,500 monthly.

**Appendix 2 – Professional Libraries and Press**

Job Profile Code	Bargaining Unit	Job Profile Name	Grade	Minimum 2/1/2023-6/30/2023 (Monthly)	Minimum 2/1/2023-6/30/2023 (Annualized)	Maximum 2/1/2023-6/30/2023 (Monthly)	Maximum 2/1/2023-6/30/2023 (Annualized)	Minimum effective 7/1/2023 (Monthly)	Minimum effective 7/1/2023 (Annualized)	Maximum effective 7/1/2023 (Monthly)	Maximum effective 7/1/2023 (Annualized)
23475	Libraries Non-Supervisory	Libraries Archivist (NE S 8 SEIU 925 Libraries Non-Supv)	8	\$5,449	\$65,388	\$8,173	\$98,076	\$5,953	\$71,436	\$8,929	\$107,148
23476	Libraries Non-Supervisory	Libraries Archivist (E S 8 SEIU 925 Libraries Non-Supv)	8	\$5,449	\$65,388	\$8,173	\$98,076	\$5,953	\$71,436	\$8,929	\$107,148
23477	Libraries Non-Supervisory	Libraries Access Services Manager (NE S 7 SEIU 925 Libraries Non-Supv)	7	\$4,916	\$58,992	\$7,374	\$88,488	\$5,371	\$64,452	\$8,056	\$96,672
23478	Libraries Non-Supervisory	Libraries Access Services Manager (E S 7 SEIU 925 Libraries Non-Supv)	7	\$4,916	\$58,992	\$7,374	\$88,488	\$5,371	\$64,452	\$8,056	\$96,672
23479	Libraries Non-Supervisory	Libraries Access Services Manager (NE S 8 SEIU 925 Libraries Non-Supv)	8	\$5,589	\$67,068	\$8,383	\$100,596	\$6,106	\$73,272	\$9,158	\$109,896
23480	Libraries Non-Supervisory	Libraries Access Services Manager (E S 8 SEIU 925 Libraries Non-Supv)	8	\$5,589	\$67,068	\$8,383	\$100,596	\$6,106	\$73,272	\$9,158	\$109,896
23481	Libraries Non-Supervisory	Libraries Access Services Manager (NE S 9 SEIU 925 Libraries Non-Supv)	9	\$6,354	\$76,248	\$9,530	\$114,360	\$6,942	\$83,304	\$10,412	\$124,944
23482	Libraries Non-Supervisory	Libraries Access Services Manager (E S 9 SEIU 925 Libraries Non-Supv)	9	\$6,354	\$76,248	\$9,530	\$114,360	\$6,942	\$83,304	\$10,412	\$124,944
23483	Libraries Non-Supervisory	Libraries Conservation Specialist (NE S 7 SEIU 925 Libraries Non-Supv)	7	\$4,859	\$58,308	\$7,288	\$87,456	\$5,308	\$63,696	\$7,962	\$95,544
23484	Libraries Non-Supervisory	Libraries Conservation Specialist (E S 7 SEIU 925 Libraries Non-Supv)	7	\$4,859	\$58,308	\$7,288	\$87,456	\$5,308	\$63,696	\$7,962	\$95,544
23485	Libraries Non-Supervisory	Libraries Conservation Specialist (NE S 8 SEIU 925 Libraries Non-Supv)	8	\$5,449	\$65,388	\$8,173	\$98,076	\$5,953	\$71,436	\$8,929	\$107,148
23486	Libraries Non-Supervisory	Libraries Conservation Specialist (E S 8 SEIU 925 Libraries Non-Supv)	8	\$5,449	\$65,388	\$8,173	\$98,076	\$5,953	\$71,436	\$8,929	\$107,148
23487	Libraries Non-Supervisory	Libraries Curator (NE S 8 SEIU 925 Libraries Non-Supv)	8	\$5,653	\$67,836	\$8,479	\$101,748	\$6,176	\$74,112	\$9,263	\$111,156
23488	Libraries Non-Supervisory	Libraries Curator (E S 8 SEIU 925 Libraries Non-Supv)	8	\$5,653	\$67,836	\$8,479	\$101,748	\$6,176	\$74,112	\$9,263	\$111,156
23489	Libraries Non-Supervisory	Libraries Curator (NE S 9 SEIU 925 Libraries Non-Supv)	9	\$6,354	\$76,248	\$9,530	\$114,360	\$6,942	\$83,304	\$10,412	\$124,944
23490	Libraries Non-Supervisory	Libraries Curator (E S 9 SEIU 925 Libraries Non-Supv)	9	\$6,354	\$76,248	\$9,530	\$114,360	\$6,942	\$83,304	\$10,412	\$124,944
23491	Libraries Non-Supervisory	Libraries Computer Specialist (NE S 8 SEIU 925 Libraries Non-Supv)	8	\$6,065	\$72,780	\$9,856	\$118,272	\$6,626	\$79,512	\$10,768	\$129,216

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Job Profile Code	Bargaining Unit	Job Profile Name	Grade	Minimum 2/1/2023-6/30/2023 (Monthly)	Minimum 2/1/2023-6/30/2023 (Annualized)	Maximum 2/1/2023-6/30/2023 (Monthly)	Maximum 2/1/2023-6/30/2023 (Annualized)	Minimum effective 7/1/2023 (Monthly)	Minimum effective 7/1/2023 (Annualized)	Maximum effective 7/1/23 (Monthly)	Maximum effective 7/1/2023 (Annualized)
23492	Libraries Non-Supervisory	Libraries Computer Specialist (E S 8 SEIU 925 Libraries Non-Supv)	8	\$6,065	\$72,780	\$9,856	\$118,272	\$6,626	\$79,512	\$10,768	\$129,216
23493	Libraries Supervisory	Libraries Computer Specialist (NE S 8 SEIU 925 Libraries Supv)	8	\$6,065	\$72,780	\$9,856	\$118,272	\$6,626	\$79,512	\$10,768	\$129,216
23494	Libraries Supervisory	Libraries Computer Specialist (E S 8 SEIU 925 Libraries Supv)	8	\$6,065	\$72,780	\$9,856	\$118,272	\$6,626	\$79,512	\$10,768	\$129,216
23495	Libraries Non-Supervisory	Libraries Computing Specialist - UX Designer (NE S 8 SEIU 925 Libraries Non-Supv)	8	\$5,512	\$66,144	\$8,268	\$99,216	\$6,022	\$72,264	\$9,033	\$108,396
23496	Libraries Non-Supervisory	Libraries Computing Specialist - UX Designer (E S 8 SEIU 925 Libraries Non-Supv)	8	\$5,512	\$66,144	\$8,268	\$99,216	\$6,022	\$72,264	\$9,033	\$108,396
23497	Libraries Non-Supervisory	Libraries Computing Specialist (NE S 9 SEIU 925 Libraries Non-Supv)	9	\$6,750	\$81,000	\$10,968	\$131,616	\$7,374	\$88,488	\$11,983	\$143,796
23498	Libraries Non-Supervisory	Libraries Computing Specialist (E S 9 SEIU 925 Libraries Non-Supv)	9	\$6,750	\$81,000	\$10,968	\$131,616	\$7,374	\$88,488	\$11,983	\$143,796
23499	Libraries Supervisory	Libraries Computing Specialist (NE S 9 SEIU 925 Libraries Supv)	9	\$6,750	\$81,000	\$10,968	\$131,616	\$7,374	\$88,488	\$11,983	\$143,796
23500	Libraries Supervisory	Libraries Computing Specialist (E S 9 SEIU 925 Libraries Supv)	9	\$6,750	\$81,000	\$10,968	\$131,616	\$7,374	\$88,488	\$11,983	\$143,796
23501	Libraries Non-Supervisory	Libraries Outreach Officer (NE S 9 SEIU 925 Libraries Non-Supv)	9	\$6,328	\$75,936	\$9,492	\$113,904	\$6,913	\$82,956	\$10,370	\$124,440
23502	Libraries Non-Supervisory	Libraries Outreach Officer (E S 9 SEIU 925 Libraries Non-Supv)	9	\$6,328	\$75,936	\$9,492	\$113,904	\$6,913	\$82,956	\$10,370	\$124,440
23503	Libraries Non-Supervisory	Libraries Outreach Specialist (NE S 7 SEIU 925 Libraries Non-Supv)	7	\$4,821	\$57,852	\$7,231	\$86,772	\$5,267	\$63,204	\$7,900	\$94,800
23504	Libraries Non-Supervisory	Libraries Outreach Specialist (E S 7 SEIU 925 Libraries Non-Supv)	7	\$4,821	\$57,852	\$7,231	\$86,772	\$5,267	\$63,204	\$7,900	\$94,800
23505	Libraries Non-Supervisory	Libraries Program Operations Specialist (NE S 7 SEIU 925 Libraries Non-Supv)	7	\$4,916	\$58,992	\$7,374	\$88,488	\$5,371	\$64,452	\$8,056	\$96,672
23506	Libraries Non-Supervisory	Libraries Program Operations Specialist (E S 7 SEIU 925 Libraries Non-Supv)	7	\$4,916	\$58,992	\$7,374	\$88,488	\$5,371	\$64,452	\$8,056	\$96,672
23507	Libraries Non-Supervisory	Libraries Program Operations Specialist (NE S 8 SEIU 925 Libraries Non-Supv)	8	\$5,449	\$65,388	\$8,173	\$98,076	\$5,953	\$71,436	\$8,929	\$107,148
23508	Libraries Non-Supervisory	Libraries Program Operations Specialist (E S 8 SEIU 925 Libraries Non-Supv)	8	\$5,449	\$65,388	\$8,173	\$98,076	\$5,953	\$71,436	\$8,929	\$107,148
23509	Libraries Supervisory	Libraries Program Operations Specialist (NE S 8 SEIU 925 Libraries Supv)	8	\$5,449	\$65,388	\$8,173	\$98,076	\$5,953	\$71,436	\$8,929	\$107,148

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Job Profile Code	Bargaining Unit	Job Profile Name	Grade	Minimum 2/1/2023-6/30/2023 (Monthly)	Minimum 2/1/2023-6/30/2023 (Annualized)	Maximum 2/1/2023-6/30/2023 (Monthly)	Maximum 2/1/2023-6/30/2023 (Annualized)	Minimum effective 7/1/2023 (Monthly)	Minimum effective 7/1/2023 (Annualized)	Maximum effective 7/1/23 (Monthly)	Maximum effective 7/1/2023 (Annualized)
23510	Libraries Supervisory	Libraries Program Operations Specialist (E S 8 SEIU 925 Libraries Supv)	8	\$5,449	\$65,388	\$8,173	\$98,076	\$5,953	\$71,436	\$8,929	\$107,148
23511	Libraries Non-Supervisory	Libraries Program Operations Specialist (NE S 9 SEIU 925 Libraries Non-Supv)	9	\$6,278	\$75,336	\$9,416	\$112,992	\$6,859	\$82,308	\$10,287	\$123,444
23512	Libraries Non-Supervisory	Libraries Program Operations Specialist (E S 9 SEIU 925 Libraries Non-Supv)	9	\$6,278	\$75,336	\$9,416	\$112,992	\$6,859	\$82,308	\$10,287	\$123,444
23513	Libraries Supervisory	Libraries Program Operations Specialist (NE S 9 SEIU 925 Libraries Supv)	9	\$6,278	\$75,336	\$9,416	\$112,992	\$6,859	\$82,308	\$10,287	\$123,444
23514	Libraries Supervisory	Libraries Program Operations Specialist (E S 9 SEIU 925 Libraries Supv)	9	\$6,278	\$75,336	\$9,416	\$112,992	\$6,859	\$82,308	\$10,287	\$123,444
23515	Libraries Non-Supervisory	UW Press Acquisitions Fellow (NE S 5 SEIU 925 Libraries Non-Supv)	5	\$3,751	\$45,012	\$5,627	\$67,524	\$4,584	\$55,008	\$6,147	\$73,764
23516	Libraries Non-Supervisory	UW Press Acquisitions Specialist - Editorial Assistant (NE S 5 SEIU 925 Libraries Non-Supv)	5	\$3,751	\$45,012	\$5,627	\$67,524	\$4,584	\$55,008	\$6,147	\$73,764
23517	Libraries Non-Supervisory	UW Press Acquisitions Specialist - Associate Editor (NE S 7 SEIU 925 Libraries Non-Supv)	7	\$4,849	\$58,188	\$7,274	\$87,288	\$5,298	\$63,576	\$7,947	\$95,364
23518	Libraries Non-Supervisory	UW Press Acquisitions Specialist (NE S 8 SEIU 925 Libraries Non-Supv)	8	\$5,410	\$64,920	\$8,116	\$97,392	\$5,910	\$70,920	\$8,867	\$106,404
23519	Libraries Non-Supervisory	UW Press Acquisitions Specialist (E S 8 SEIU 925 Libraries Non-Supv)	8	\$5,410	\$64,920	\$8,116	\$97,392	\$5,910	\$70,920	\$8,867	\$106,404
23520	Libraries Non-Supervisory	UW Press EDP Specialist - Design Assistant (NE S 7 SEIU 925 Libraries Non-Supv)	7	\$4,801	\$57,612	\$7,202	\$86,424	\$5,245	\$62,940	\$7,868	\$94,416
23521	Libraries Non-Supervisory	UW Press EDP Specialist - Reprints Coordinator (NE S 7 SEIU 925 Libraries Non-Supv)	7	\$4,715	\$56,580	\$7,072	\$84,864	\$5,151	\$61,812	\$7,726	\$92,712
23522	Libraries Non-Supervisory	UW Press EDP Specialist - Art Director (NE S 8 SEIU 925 Libraries Non-Supv)	8	\$5,474	\$65,688	\$8,212	\$98,544	\$5,980	\$71,760	\$8,972	\$107,664
23523	Libraries Non-Supervisory	UW Press EDP Specialist - Art Director (E S 8 SEIU 925 Libraries Non-Supv)	8	\$5,474	\$65,688	\$8,212	\$98,544	\$5,980	\$71,760	\$8,972	\$107,664
23524	Libraries Non-Supervisory	UW Press EDP Specialist - Art Director (NE S 8 SEIU 925 Libraries Supv)	8	\$5,474	\$65,688	\$8,212	\$98,544	\$5,980	\$71,760	\$8,972	\$107,664
23525	Libraries Non-Supervisory	UW Press EDP Specialist - Art Director (E S 8 SEIU 925 Libraries Supv)	8	\$5,474	\$65,688	\$8,212	\$98,544	\$5,980	\$71,760	\$8,972	\$107,664

UW - SEIU 925 Libraries Contract  
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Job Profile Code	Bargaining Unit	Job Profile Name	Grade	Minimum 2/1/2023-6/30/2023 (Monthly)	Minimum 2/1/2023-6/30/2023 (Annualized)	Maximum 2/1/2023-6/30/2023 (Monthly)	Maximum 2/1/2023-6/30/2023 (Annualized)	Minimum effective 7/1/2023 (Monthly)	Minimum effective 7/1/2023 (Annualized)	Maximum effective 7/1/23 (Monthly)	Maximum effective 7/1/2023 (Annualized)
23526	Libraries Non-Supervisory	UW Press Grants and Digital Projects Specialist (NE S 8 SEIU 925 Libraries Non-Supv)	8	\$5,449	\$65,388	\$8,173	\$98,076	\$5,953	\$71,436	\$8,929	\$107,148
23527	Libraries Non-Supervisory	UW Press Grants and Digital Projects Specialist (E S 8 SEIU 925 Libraries Non-Supv)	8	\$5,449	\$65,388	\$8,173	\$98,076	\$5,953	\$71,436	\$8,929	\$107,148
23528	Libraries Non-Supervisory	UW Press Marketing & Sales Specialist (NE S 6 SEIU 925 Libraries Non-Supv)	6	\$4,428	\$53,136	\$6,342	\$76,104	\$5,000	\$60,000	\$6,929	\$83,148
23529	Libraries Non-Supervisory	UW Press EDP - Senior Project Editor (NE S 8 SEIU 925 Libraries Non-Supv)	8	\$5,410	\$64,920	\$8,116	\$97,392	\$5,910	\$70,920	\$8,867	\$106,404
23530	Libraries Non-Supervisory	UW Press EDP - Senior Project Editor (E S 8 SEIU 925 Libraries Non-Supv)	8	\$5,410	\$64,920	\$8,116	\$97,392	\$5,910	\$70,920	\$8,867	\$106,404
23531	Libraries Non-Supervisory	Libraries Temp Position (NE S SEIU 925 Libraries Non-Supv)									
23532	Libraries Non-Supervisory	Libraries Temp Position (E S SEIU 925 Libraries Non-Supv)									
23533	Libraries Supervisory	Libraries Temp Position (NE S SEIU 925 Libraries Supv)									
23534	Libraries Supervisory	Libraries Temp Position (E S SEIU 925 Libraries Supv)									
23536	Libraries Non-Supervisory	Libraries Temp Position (NE H SEIU 925 Libraries Non-Supv)									
23536	Libraries Supervisory	Libraries Temp Position (NE H SEIU 925 Libraries Supv)									



**Memoranda of Understanding Between The University of Washington (University) And  
The Service Employees International Union Local 925**

**MOU – Professional Libraries and Press Employee Position Reviews**

The parties agree to the following regarding a position review for the following employees:  
Within one hundred and twenty (120) days post ratification,

- A. The following employees will submit a position description on the required HR form to their supervisor for supervisory review and input.
- B. The supervisor will then submit the description to Libraries HR for central review.
- C. Libraries HR will then send the form to HR Compensation for a position review in accordance with Article 16 Classification and Reclassification of PLEs.

If the position review results in a classification change to a position with a higher salary minimum, the classification change and associated salary increase will be retroactive to the earlier of the date on which the employee or the employer’s supervisor signed the position review document.

The MOU expires upon completion of the position review.

- 858007442
- 866009312
- 872008470
- 859007088
- 868008206
- 821006080
- 859001791
- 847000795
- 850001242

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**MOU – Supplements**

Effective in the first available pay period as determined by the employer following the creation of the Union job profiles, the employees listed below will receive a salary increase to their monthly base pay equal to the amount of their current supplement, and the related supplement will be ended.

<b>Employee</b>	<b>Current Monthly Supplement</b>
870004127	\$500
876003974	\$500
875006612	\$500
857000209	\$250
876007188	\$200
868003564	\$250
866001109	\$300

854005943	\$125
881009660	\$250
821007494	\$500
878009306	\$500
862004843	\$250
868005965	\$200
873006559	\$300
881004654	\$300
878000116	\$250
867001729	\$200
862007926	\$300
873003245	\$500
879003505	\$500
856009209	\$350
821006080	\$250
861008111	\$200
865007796	\$500
867009786	\$250
876002503	\$500
863004859	\$500
873003391	\$250
873006673	\$300
851004551	\$350
875003852	\$250
866006511	\$250
859005191	\$500
854004168	\$600
861000045	\$200

Within ninety (90) days of ratification, the Employer will evaluate the following employees and provide a salary increase to their monthly base pay, if appropriate, as determined by the Employer: The Employer will notify the Union of the results of the evaluation upon completion and provide a copy of the rationale for the decision.

- A. 866009936
- B. 881006690
- C. 856008625
- D. 819002879
- E. 872008470
- F. 859007088
- G. 859003503
- H. 847001822
- I. 871003291
- J. 859001791
- K. 868005854

L. 864007441

The provisions of this MOU shall expire ninety (90) days after ratification.

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### **MOU – Lump Sum Payment for Professional Libraries and Press Employees**

During negotiations for an initial CBA, the parties reached agreement on the following lump sum payments, if the agreement is ratified on or before January 31, 2023:

- A. Professional Libraries and Press employees in an active position with a UW compensation plan, and with an FTE on January 31, 2023, are eligible for the lump sum as defined below:
    - 1. Employees with .6 FTE and above on the date specified above will receive a single one (1)-time lump sum payment of one thousand two hundred dollars (\$1,200).
    - 2. Employees with below .6 FTE on the date specified above will receive a single one (1)-time lump sum payment of six hundred dollars (\$600).
  - B. The payment will be paid within ninety (90) days of January 31, 2023.
  - C. In order to receive the lump sum payment, the employee must have an active position in Workday on the last day of the pay period in which the lump sum payment is distributed. For example, if the lump sum is paid on tenth of the month, the employee must be in an active position on the last day previous month. If the lump sum is paid on 25<sup>th</sup> of the month, the employee must have an active position on the fifteenth of the month.
  - D. This MOU will expire upon implementation.
- 

### **MOU – Libraries IT Employee Recruitment and Retention Increases**

- A. Effective July 1, 2023, Libraries employees in job code XXXXX Libraries Computing Specialist 8 (formerly job code 11568, Senior Computer Specialist 8), and job code XXXXX Libraries Computing Specialist 9 (formerly job code 11569, Senior Computing Specialist 9) will receive a four percent (4%) recruitment and retention increase over their current salary. The increase will be applied directly following the contractual July 1, 2023, across-the-board increases.
  - B. All increases will be paid on the first available pay date following July 1, 2023, as determined by the Employer.
  - C. This MOU will expire upon implementation.
-

### **MOU – Professional Development Allocations**

The parties agree that the amounts remaining for individual employee professional development allocations prior to contract ratification will remain post-ratification through June 30, 2023.

This MOU expires upon notification on July 1, 2023.

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### **MOU – Time Grants**

UW Libraries will continue to offer a Time Grant Program for UW Libraries employees in the bargaining unit, in accordance with their Time Grant Program Guidelines, last revised and approved August 1, 2019.

This MOU expires January 31, 2026.

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### **MOU – Compression and Inversion Study**

Between January 1, 2025 and May 1, 2025, the Employer will conduct a compression and inversion analysis of bargaining unit employees. The Employer will provide the Union the results of this salary survey.

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### **MOU – Discretionary Time Off**

Employees may be eligible to receive discretionary time off (DTO) in accordance with university policy and as determined by the Employer. Neither the decision to award DTO nor the number of DTO days awarded will be subject to Article 5 Grievance Procedure. Additionally, changes to the university policy on DTO are not subject to Article 62 Mandatory Subjects.

This MOU expires January 31, 2026.

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### **MOU – Gallagher Law Libraries Teaching**

The parties agree that a limited exception shall be made for law librarians in the Gallagher Law Library. The parties agree that law librarians will be members of the bargaining unit and may be hired into a librarian bargaining unit position on a 0.5 FTE, with another 0.5 FTE appointment to an instructional faculty appointment that is outside (and excluded from) the bargaining unit. These appointments in librarian titles will reflect only the portion of their job responsibilities that is not related to teaching. Consistent with the above, future dual appointments as law librarians and instructional faculty in the Gallagher Law Library will be necessary if the allocation of responsibilities consists of both teaching as instructor of record for credit courses in the Law School and/or law librarianship.

This MOU does not impact current law librarian positions, unless they apply to and are hired into a new position as described above.

The leave and time off provisions of the CBA shall supersede any other leave and time off benefits that apply to law librarians with a dual faculty appointment.

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### **MOU – No Strike/No Lockout**

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

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

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

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

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

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### **MOU – Pay for Bargaining Unit Members With a Current Annual Salary above \$150,000**

To address issues of pay equity for bargaining unit members, any employee earning an annual salary of one hundred-and-fifty-thousand dollars (\$150,000) or more as of January 24, 2023, will be excluded from the 2023 contractual pay increases.

This MOU expires January 31, 2026.