

University of Washington Human Resources

WFSE Master contract

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Use [this link](#) for a copy of the tentative agreements for the 2023-2025 version of the contract.

WFSE AFSCME Council 28 (Effective 7/1/21 – 6/30/23)

Preamble

Pursuant to provisions of RCW 41.80 and in order to establish harmonious employment relations through mutual cooperation, to promote the mission of the University, to recognize the value of employees and the necessary work they perform, to determine wages, hours, and other terms and conditions of employment, and to provide methods for the prompt and equitable resolution of disputes, the parties enter into this Agreement. This Agreement is made and entered into by and between the Board of Regents of the University of Washington, hereinafter referred to as the Employer, and the Washington Federation of State Employees, AFSCME Council 28, AFL-CIO hereinafter referred to as the Union.

Article 1 – Union Recognition

1.1. The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, and working conditions for all employees of the University of Washington in bargaining units certified by the Washington Personnel Resources Board, the Public Employment Relations Commission and/or the Department of Labor and Industries under the jurisdiction of RCW 28B.16 and

41.80. The composition of these units is as set forth in Appendix I of this Agreement – Bargaining Units Represented by the Washington Federation of State Employees.

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

Article 2 – 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, immigration status, citizenship, or membership or non-membership in a union. Unlawful harassment is included as a form of prohibited discrimination.

“Race” is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. “Protective hairstyles” includes, but is not limited to, such hairstyles as afros, braids, locks, and twists.

2.2. Sexual Harassment. No employee shall be subjected to discrimination in the form of sexual harassment.

2.3. Complaints. Employees who feel they have been the subject of discrimination, harassment, or retaliation are encouraged to discuss such issues with their supervisor, administrator, or Human Resource Consultant for local resolution. The 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 filed with 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 6 of this Agreement. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, harassment or retaliation the grievance will be suspended until the internal complaint process has been completed. If the UCIRO investigation exceeds sixty (60) days, the Union may request a status update from

Labor Relations (laborrel@uw.edu).

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 180 days of an alleged occurrence.

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

Article 3 – Reasonable Accommodation of Employees with Disabilities

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

3.2. An employee who believes that they suffer a disability and requires a reasonable accommodation to perform the essential functions of their position may request such an accommodation through the Disability Services Office or otherwise informing the employee's supervisor and/or department of the need for accommodation.

3.3. Employees requesting accommodation must cooperate with the University in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion at Employer expense. Medical information disclosed to the Employer will be kept confidential.

3.4. The Employer will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided. The Employer will attempt to find opportunities for modified duty that can be offered to employees in lieu of and/or after disability leave. If requests for modified duty are denied, the Employer, upon

request, will provide the modified duty options that were considered and reason(s) for denial electronically or in writing.

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

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

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

- A. The following pregnancy-related accommodations shall not require health care provider certification and are not subject to an employer's claim of undue hardship:
 - 1. Providing more frequent, longer, or flexible restroom breaks;
 - 2. Modifying a no food or drink policy;
 - 3. Providing seating or allowing the employee to sit more frequently if their job requires then to stand; and
 - 4. Restricting lifting to 17 lbs. or less.

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

With respect to these accommodations, the University may request an employee provide written certification from their treating health care provider regarding the need for

reasonable accommodation and may deny an employee's request for reasons of significant difficulty or expense.

Article 4 – Workplace Behavior

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

Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. At no time will bullying be accepted as appropriate workplace behavior. Bullying is defined as language or conduct that is unwelcome and sufficiently severe, persistent, or pervasive such that it could reasonably be expected to create an intimidating, hostile, or offensive environment, or has the purpose or effect of unreasonably interfering with an employee's work performance, when viewed through both an objective and subjective standard. If an employee and/or the employee's union representative believes the employee has been subjected to inappropriate workplace behavior, the employee and/or the employee's representative is encouraged to report this behavior to the employee's supervisor, a manager in the employee's chain of command and/or the Human Resources Office. An employee or the employee's representative should identify complaints as inappropriate workplace behavior. The Employer will investigate the reported behavior and take appropriate action as necessary. If the investigation exceeds sixty (60) days, the Union may request a status update. The employee and/or union representative will be notified upon conclusion of the investigation. Retaliation against employees who make a workplace behavior complaint will not be tolerated.

Grievances filed under this article may only be advanced up to Step 3 Mediation.

Article 5 – Affirmative Action

5.1. Policies. In conjunction with Federal and State Executive Orders, the Employer and the Union agree on the need for an affirmative action approach to correct and review any inequities in the employment process. The Employer shall have and implement an affirmative action plan which requires the Employer to make special efforts to recruit, employ, retain, train, promote, encourage career development, and transfer qualified members of groups formerly excluded, even if that exclusion cannot be traced to particular discriminatory actions on the part of the Employer, and to develop, implement, and monitor affirmative action goals and timetables for hiring and/or promoting members of protected groups into job classes/categories where it has been determined that under-utilization

exists.

5.2. Groups included in the affirmative action program are those covered by federal and state regulations, and are currently women, American Indians, Asian/Pacific Islanders, Blacks, Hispanics/Latinos, Vietnam era veterans, disabled veterans, persons with disabilities and persons 40 years of age and older.

5.3. Goals and Timetables. Upon request the Employer will provide the Union with its affirmative action reports which set forth the goals and timetables of the University for bargaining unit employees.

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

Article 6 – Grievance Procedure

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

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

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

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

6.4. Time Limitations. An extension of the time limitations as stipulated in the respective steps below, may be obtained by mutual consent of the parties. Failure of the union to comply with the time limitations without a request of time extension shall constitute withdrawal of the grievance. Failure of the Employer to comply with the time limitations without a request for time extension shall move the grievance to the next step of the grievance procedure. For the purpose of calculating time requirements, the first day shall be the day following the day on which the employee was aware, or reasonably should have

been aware, of the issue giving rise to the grievance. Saturdays, Sundays, and University holidays shall be included in the calculation of days except that the final day may not be on a Saturday, Sunday, or holiday but will end at the close of the first working day following the Saturday, Sunday, or holiday.

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

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

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

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

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

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

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

6.10. Filing and Processing.

- a. **Filing.** A grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence. When possible the thirty (30) day periods above should be used to attempt to informally resolve the dispute. The union steward or staff representative will

indicate when a discussion with the Employer is an attempt to informally resolve a dispute.

1. A grievance involving only Article 47 Contracting must be filed within forty five (45) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence. The forty five (45) day periods above must be used to attempt to informally resolve the dispute.
- b. **Alternative Resolution Methods.** Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.
- c. **Processing.** The Union and the Employer agree that in-person meetings are preferred at all steps of the grievance process and will make efforts to schedule in-person meetings, if possible.

6.11. Steps of the Grievance Procedure. All grievances shall be processed in accordance with the following procedure. Upon mutual agreement, Step One, Two or Three may be skipped. Grievances over final counseling or dismissal will begin at Step Two. If either the Union or the Employer elects to skip Step One when a group grievance (five (5) or more grievants) is filed, Step One will be skipped and the grievance will be moved to Step Two.

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

Step Two: If a satisfactory settlement is not reached in Step One, said grievance may be moved to the Step Two by filing the written grievance, including a copy of the Step One decision to department head, designee, or to the next appropriate level of management and

the Office of Labor Relations within fifteen (15) calendar days after the decision from Step One. The date of the meeting will be mutually agreed upon within fifteen (15) calendar days after notice of the filing at Step Two and when possible the meeting will take place within the aforementioned fifteen (15) calendar days. The grievant may be represented by a steward and a Union staff representative. The University will be represented by the appropriate management official(s) or designee(s), a representative from the Office of Labor Relations, and a Human Resources Consultant, if desired by the University. The University will respond in writing within thirty (30) calendar days after the meeting.

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

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

Panel of Arbitrators:

- A. Within sixty (60) calendar days of the execution of the Agreement, the parties, SEIU 925, WFSE 1488, and the Employer, agree to meet to establish a permanent panel of six (6) arbitrators. If the parties do not meet or if there is no agreement on the panel, the current panel will remain.
- B. These arbitrators shall be assigned cases by the parties on a rotating basis. If the arbitrator is not available to hear the case within sixty (60) calendar days of being contacted to request available arbitration dates either party may elect to go to the next arbitrator in the rotation. If no arbitrator can hear the case within sixty (60) calendar days of being contacted, the case will be assigned to the arbitrator who can hear the case on the earliest date.
- C. The appointment to the panel will be for the life of the Agreement. If an arbitrator decides to remove their name from the panel the parties will meet to decide whether to substitute an additional name(s).

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

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

Authority of the Arbitrator

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

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

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

6.12. Arbitration Costs.

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

experts, witnesses –and all other costs related to the development and presentation of their case. Every effort will be made to avoid the presentation of repetitive witnesses.

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

Article 7 – Employee Rights

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

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

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

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

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

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

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

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

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

Article 8 – Employee Facilities

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

- a. Employees are encouraged to report to supervision any condition in employee facilities which appear to be below minimum standards.
- b. The adequacy of employee facilities, including sanitary supply dispensers, lactation stations, all gender bathrooms, or any change in employee facilities, shall be a proper subject for discussion by the Joint Union-Management Committee.
- c. Regarding the use of Gender Segregated Facilities:
 1. Facility use. The Employer shall allow individuals the use of gender-segregated facilities, such as restrooms, locker rooms, and dressing rooms that are consistent with that individual's gender expression or gender identity. In such facilities where undressing in the presence of others occurs, the Employer shall allow access to and use of a facility consistent with that individual's gender expression or gender identity.
 2. Cannot require use inconsistent with gender expression or gender identity 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.
 3. 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.

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

Article 9 – Hours of Work and Work Schedules

9.1. General.

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

9.2. Definitions.

- a. **Full-time Employee.** An employee scheduled to work forty (40) hours per week in a seven (7) day period; or designated hospital personnel scheduled to work eighty (80) hours in a fourteen (14) day period.
- b. **Part-time Employee.** An employee scheduled to work less than forty (40) hours per week in a seven (7) day period; or designated hospital personnel scheduled to work less than eighty (80) hours in a fourteen (14) day period. Part-time employees shall receive all benefits of employment on a pro-rata basis, except health benefits coverage that is determined by the state.
- c. **Work Shift.** The hours an employee is scheduled to work each workday in a workweek.
- d. **Workday.** One of seven (7) consecutive, twenty-four (24) hour periods in a workweek.
- e. **Work Schedules.** Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.

9.3. Rest, Meal and Clean-up Periods.

Rest, Meal and Clean-up Periods will be scheduled by the supervisor as follows:

- a. **Rest Periods.** The Employer and Union agree to rest periods that vary from and

supersede the rest periods required by WAC 296-126-092. Employees will be provided paid 15-minute rest periods for every four (4) hours worked. No employee will be required to work more than three consecutive hours without a rest period. Rest Periods do not require relief from duty; however, it is the employer's intention to provide uninterrupted rest periods. Employees must take scheduled rest periods. Where the nature of the work allows employees to take intermittent rest periods equivalent to 30 minutes within an 8-hour period, a scheduled rest period is not required. Rest periods may not be used for late arrival or early departure from work.

- b. **Unpaid Meal Period.** The Employer and Union agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements required by WAC 296-126-092. Employees will be provided with one unpaid meal period of at least 30 minutes during any shift that exceeds five hours in length. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume their unpaid meal period following the interruption, if possible, and to complete the 30-minute unpaid meal period. In the event the employee is unable to complete the 30-minute unpaid meal period due to operational necessity, the employee shall be entitled to appropriate compensation to be computed based on the actual number of minutes worked within the 30-minute unpaid meal period. An employee whose shift is extended at least three (3) hours longer than a normal workday will be entitled to another 30-minute unpaid meal period. This second meal period must be given within five (5) hours from the end of the first meal period and for each five (5) hours worked thereafter. If the Employee chooses to waive the overtime meal period requirements, he/she will do so in writing.
- c. **Paid Meal Period.** The Employer and Union agree to paid meal periods that vary from and supersede the paid meal period required by WAC 296-126-092. Employees working straight shifts will not receive a paid meal period, but will be permitted to eat intermittently during paid time as time allows during their shift while remaining on duty.
- d. **Clean-Up Time.** Reasonable time for clean-up may be allowed at the end of the shift as determined necessary by the Employer (at the department level).
- e. Employee health and safety will be considered when scheduling rest, meal, and clean-up periods. Employees may not alter their scheduled rest or meal periods without supervisor approval. Employees who are unable to take scheduled rest or meal periods must report to their supervisor as soon as possible.

9.4. Work Schedules. The Employer will assign a work schedule to each employee.

- a. Scheduled work periods, within which there are two (2) work schedules:
1. **Regular Work Schedule.** The regular work schedule for full-time employees shall consist of five (5) consecutive and uniformly scheduled eight (8) hour days in a

seven (7) day period, with two (2) consecutive days off. Uniformly scheduled means a daily repetition of the same working hours and a weekly repetition of the same working days.

2. **Alternative Work Schedule.** An alternate forty (40) hour work schedule (other than five (5) uniform and consecutive eight (8) hour days in a seven (7) day period), or for hospital personnel an eighty (80) hour workweek in a fourteen (14) day period and other mutually agreed upon schedules that comply with applicable federal and state law. Employee work schedules normally include two (2) consecutive days off.

- b. **Nonscheduled Work Period.** Positions for which the hours (shift length, shift times and workdays) cannot be regularly scheduled.
- c. **Part-time Work Schedule.** This is any deviation from any full-time schedule which includes less than forty (40) hours per week in a seven (7) day period; or for designated hospital personnel less than eighty (80) hours in a fourteen (14) day period. Employee work schedules will normally include two (2) consecutive days off.
- d. The Union may propose other alternative schedules through the Joint Union/Management Committees.

9.5. Shift/Schedule Assignment Notification.

- a. The Employer agrees to provide as much notice as possible but no fewer than fourteen (14) calendar days notice to an employee in the event of an Employer-directed permanent change in the employee's work shift assignment or work schedule, with the day of notification constituting the first day of notice. A shorter notification period may be used with the concurrence of the employee(s) impacted.
- b. For temporary changes in work schedule assignment occurring within the employee's assigned workweek, the Employer will provide two (2) calendar days notice, with the day of notification constituting the first day of notice. For emergency reasons, lack of work, an existing safety hazard to the employee or others, or mutual agreement between the Employer and employee, the Employer may temporarily change an employee's schedule with fewer than two (2) calendar days notice. Temporary is defined as no longer than one (1) week. Temporary shift changes within the workweek shall not be employed to avoid the accrual of overtime.
- c. The assignment of employees in various shifts within each work group or department shall be determined by the Employer. Provided that when qualifications are substantially equal and all other considerations are the same in the judgment of the employing department, seniority will be the tie-breaker in determining shift assignment for Employer required changes. This criterion does not apply to positions deemed by the Employer to require a rotational shift. Employees will be allowed to bid on vacant shifts by department seniority in accordance with departmental

policy/procedure. Bids may be restricted to the employee's work unit.

- d. In accordance with present and past practice, it is understood that employees in certain departments are on alternative work schedules and/or part-time schedules by reason of operational necessity and employee convenience. Such assignments/practices shall be recognized.

9.6. Telework/Commute. Requests for teleworking/commuting will be considered in accordance with University and/or departmental policy.

Article 10 – Overtime

10.1. Overtime work must be approved in advance by the Employer and shall be paid at a rate of one and one-half (1-1/2) times the employee's straight time hourly rate. Employees qualify for overtime compensation under the following conditions:

- a. Any one of the following constitutes overtime:
1. Work in excess of the daily work shift for full-time employees or part time scheduled employees assigned to scheduled work period positions;
 2. Work in excess of forty (40) hours in one (1) work week performed by overtime-eligible employees assigned to scheduled or nonscheduled work period positions;
or
 3. For hospital personnel assigned to a fourteen (14) day schedule, work in excess of eight (8) hours in a twenty four (24) hour period or eighty (80) hours in a fourteen (14) day period.
- b. The federal Fair Labor Standards Act and the Washington State Minimum Wage Act govern which positions are overtime eligible and required to track time. Appendix I details job classifications that are overtime eligible. Appendix III details job classifications that are exempt from overtime, however certain positions in these classification may be determined to be overtime eligible if the employee's combination of FTE and salary falls below the federal or state threshold to be overtime exempt. Employees assigned to excepted work period positions normally do not qualify for overtime pay. Under circumstances in which the employee is directed to work an excessive amount of overtime, the Assistant Vice President of Human Resources may authorize additional compensation in cash or compensatory time off not to exceed one and one-half times the employee's regular rate. The employee may petition the Assistant Vice President of Human Resources for compensation of the directed overtime.

10.2. All time that the employee is in a pay status, such as sick leave or annual leave, shall be used for purposes of calculating the work day and work week.

10.3. Compensatory Time.

- A. Overtime hours shall be compensated on a salary payment basis, unless the employee requests and is granted compensatory time off, (at the rate of one and one-half (1-1/2) times the hours worked) in lieu of pay. Such compensatory time off shall be scheduled at a time which is mutually acceptable to the employee and the supervisor. In general, employees shall be allowed to take requested compensatory time off unless it causes staffing to fall below a minimum staffing level as determined by the Employer.
- B. If compensation is paid to an employee for accrued compensatory time, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

All compensatory time must be used by June 30th of each year. The employee's compensatory time balance will be cashed out every June 30th or when the employee leaves University employment for any reason. The employee's compensatory time balance may be cashed out when the employee:

1. Transfers to a position in their department with different funding sources or,
2. Transfers to a position in another department.

10.4. Whenever overtime work is required, supervision shall determine the employees needed to work such overtime on the basis of their qualifications and availability. Overtime shall be distributed as equally as possible among the qualified and available employees.

For Public Safety Officers: The employer will ask for volunteers from the officers currently on shift or scheduled to come in for the next shift before mandatory overtime is assigned.

10.5. All reported exception time worked will be paid in accordance to RCW 42.16.010.

Article 11 – Training and Professional Development

11.1. The Employer will develop and maintain an employee training and development plan and provide such plan to the Union upon request. Staff training is intended to provide an opportunity for classified staff employees for training sponsored by the University Training and Development and the UW Medical Centers Organizational Development and Training. Education/Professional Leave is intended to facilitate employee access to continuing education opportunities. Training and educational/professional leave may be used for the purpose of improving job performance, maintaining and increasing proficiency, preparing staff for greater responsibility, or increasing promotional opportunities within the framework of staff positions available at the University.

11.2. Any release time for training for employees accepted for such classes shall be in

accordance with the Executive Order (currently No. 52) governing this matter. In the event that two or more employees request the same training period and supervision must limit the number of persons who may participate at one time due to work requirements, the selection will be made on a mutually agreeable basis within the department.

11.3. The training program is a proper subject for discussion by either departmental or University-wide Joint Union/Management Committees.

11.4. If the Employer requires an employee to receive training, reimbursement will be provided in accordance with the University travel rules. Employee attendance at Employer required training, either during or outside working hours, will be considered time worked and compensated in accordance with the provisions of this Agreement.

11.5. Employee attendance at training not required by the Employer and not covered by Executive Order 52, either on approved leave from or outside of working hours, will be voluntary and not considered time worked.

11.6. Training – Layoff. Employees on layoff status are eligible to participate on a space available basis in Training and Development sponsored programs if they pay the costs associated with their attendance (e.g. materials).

11.7. Educational/Professional Leave. For Surgical Technologists, Hospital Central Services Technicians, Mental Health Practitioner Leads, and Mental Health Practitioner Clinic Specialists who have completed their probationary period, up to three (3) days, pro-rated for part-time, of paid release time shall be granted annually for each employee for educational/professional leave.

11.8. Education Support Funds.

- A. For Surgical Technologists and Hospital Central Services Technicians, \$200.00 per FTE, pro-rated for part-time, per fiscal year shall be made available to fund continuing education.
- B. For Mental Health Practitioner Leads and Mental Health Practitioner Clinical Specialists, \$500.00 per FTE, pro-rated for part-time, per fiscal year shall be made available to fund continuing education.

Article 12 – Licensure and Certification

12.1. The Employer will continue its current practices related to licensure and certification.

12.2. When the Employer requires a new license and/or certification, the Employer will reimburse the employee for the initial cost of the new license and/or certification.

Thereafter, the employee will be responsible for maintaining the license and/or certification and for all renewal costs. As determined by the Employer, individual departments may reimburse employees for maintenance and renewal costs.

Article 13 – Tuition Exemption Program

13.1. In addition to those noncredit programs offered by Professional & Organizational Development, eligible employees may participate in the University's tuition exemption program as authorized by applicable state law and University policy set forth in the Administrative Policy Statements 22.1. Subject to the supervisor's discretion, employees may be permitted to use a flexible work arrangement to attend classes held during their scheduled work shift.

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

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

Article 14 – Hiring, Appointment, Promotions, and Transfers

14.1. Probation. An employee will attain permanent status in a job classification upon their successful completion of a probationary, trial service or transition review period.

- A. Every part-time and full-time employee, following their initial appointment to a permanent position, will serve a probationary period of six (6) consecutive months. The Employer may extend the probationary period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months. Employees will be provided with a written explanation for the extension. If the extension is based on performance issues, the employee will receive a performance improvement plan. Extension of probation period shall not be a normal practice.
- B. Permanent employees at the University of Washington shall not be required to complete another probationary period.
- C. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee takes paid time off, leave without pay, or shared leave, except for leave taken for military service. For the purpose of calculating the completion date, an employee's probationary period shall not end on the employee's regularly scheduled weekend off or a scheduled holiday off. In those instances the completion date will be the next scheduled work day.
- D. By mutual agreement, the probationary period for additional selected classes may be established for a period in excess of six (6) months but not to exceed twelve (12)

months.

- E. Employees in probationary status will earn seniority from their initial date of hire but may not exercise seniority rights until completion of the probationary period. Probationary employees are not eligible for layoff or rehire rights.
- F. An employee who is appointed to a different position in a different classification prior to completing their initial probationary period will serve a new probationary period. The length of the new probationary period will be in accordance with Subsection 14.1(A), unless adjusted by the Appointing Authority for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.
- G. **Probationary Period Rejection.** The Employer may reject an employee who has not completed a probationary period. Upon request by the employee, a meeting to explain such action shall be held with a representative of the Employer. At the request of the employee a representative of the Union shall attend such meeting. Such rejection is not subject to the grievance procedure, except in cases involving discrimination, under Article 2.

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

14.3. Filling Positions. The University will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. The University can fill a position on a full-time or part-time basis. Employees who are appointed as part-time or cyclic in classifications included in the WFSE 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.

Volunteers. Volunteers will not fill vacant bargaining unit positions.

14.4. Types of Appointments.

- a. Regular Appointments for positions scheduled to work twelve (12) months per year.
- b. Cyclic Appointments for positions scheduled to work less than twelve (12) full months each year due to known, recurring periods in the annual cycle when the position is not needed or due to known budgetary restraints.
 - 1. At least fifteen (15) calendar days before the start of each annual cycle, incumbents of cyclic positions will be informed in writing of their scheduled

periods of leave without pay in the ensuing annual cycle. Such leave without pay will not:

- a. Constitute a break in service and will not be deducted from the employee's length of service in granting periodic increments.
 - b. Be considered when computing the employee's vacation leave accrual rate
- c. Work During the Cyclic Leave of Absence
1. When additional work is required of a cyclic position during a period of which the position was scheduled for leave without pay, the temporary work will first be offered to the incumbent. The incumbent will be allowed at least three (3) working days in which to accept or decline the offer.
 2. When additional pre-scheduled work is available during the leave without pay period that is declined or cannot be completed by the incumbents, the work will be offered to Cyclic Appointment employees prior to internal employees, students, or external candidates. The work will be offered in the following order, based on seniority:
 - a. Cyclic Appointments in the same job classification.
 - b. Cyclic Appointment in different job classifications with the essential to perform the work.
 3. Compensation. Employees who elect to accept work in a different job classification will be compensated at the rate of pay of the position they have accepted. However, if an employee accepts work in a lower classification and their current rate of compensation falls within the pay range for that classification, they will maintain their current rate of pay within the lower classification.
 4. Accrual. Employees working during a cyclic leave of absence will accrue paid time off prorated based on regular hours worked and paid time off used in a month. Both the Employer and the Union are encouraged to utilize the Joint Union Management Committee process to resolve problems/concerns related to the cyclic leave without pay assignments.

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

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

1. Promotion – Movement to a position in a job class with a higher salary range

maximum.

2. Transfer – Movement to a position within another department in the same classification.
3. Lateral Movement – Movement of employee to a position in a different class which has the same salary range maximum as the employee's current class.
4. Voluntary Demotion – Movement to a position with a lower salary maximum, where the position is attained through the employment process. This section does not apply to employees who demote as part of corrective action.

14.6. Cyclic year employees who have indicated a desire for a twelve month position will be considered for twelve (12) month positions available within their work unit so long as they comply with the requirements of the application process.

14.7. 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.

14.8. It is the intent of the Employer to fill vacancies as soon as possible within budgetary limitations and where replacements are needed.

14.9.

- A. 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. Consistent with its current practices, the Employer will refer to the appropriate hiring authority all current bargaining unit applicants possessing the essential skills prior to referring any non-bargaining unit applications. Where the skills, abilities and experience of the vacant position applicants are considered equal, the Employer will offer the position to a bargaining unit applicant. In accordance with applicable law, affirmative action goals or disability accommodations will be considered when filling vacancies.
- B. At least one (1) bargaining unit applicant per job requisition, who is a regular monthly employee and who possesses the essential skills, shall be among those granted an interview for bargaining unit positions. Which bargaining unit applicant(s) the Employer chooses to interview shall not be grievable.
- C. Applicants from within the bargaining unit who are not offered the position may request a non-grievable explanation as to why the position was not offered. Employees may grieve if they believe the requirements for posting or other hiring processes were not followed.

14.10. Movement between positions within the University. Employees who transfer, promote, move laterally, or voluntarily demote shall serve a trial service period. Paid or unpaid leave taken during the trial service period shall extend the length of the trial service period on a day-for-a-day basis for any day(s) that the employee takes paid time off, 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. Upon request, the Employer will provide the employee a written explanation. Both the trial service requirement and reversion rights (Employer and employee) apply to employees accepting positions represented by a different Union.

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

14.12. Transfer. Transfer appointees will serve a six (6) week trial service. At any time during the six (6) weeks the employee has preemptive rights to their former position.

14.13. 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.

14.14. An employee who demotes to a classification in which they have not previously held permanent status will serve a six (6) month trial service. During the first two (2) months on the new job, these 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 position, or be placed on the rehire list.

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

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

Article 15 – Inter-System Movement

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

Such employees will be allowed to use vacation leave during their probationary period or first six (6) months of employment at the University. Vacation leave will be approved or denied in accordance with Article 17 Vacation Leave.

Seniority for leave accrual purposes shall include all time credited to the employee up to the date of entering into the bargaining unit including prior state service credit as applicable. Unused sick and vacation leave balances of permanent status employees changing employment between bargaining unit and non-bargaining unit positions shall move with the employee.

Article 16 – Holidays

16.1. Holidays. The present holiday schedule includes the following ten (10) 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 19th)
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Native American Heritage Day
- Christmas Day

Holidays are prorated for part-time employees.

To be paid for a holiday not worked Employees must be in pay status for at least four (4) hours on the last scheduled work shift preceding the holiday. For the purpose of this article, time spent on temporary layoff is considered time in paid status.

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

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

Full Time Employee:

- A. When the holiday falls on the full time employee's regularly scheduled work day and is worked, the employee will be paid holiday premium pay (one and one half) for all hours worked. The employee will also receive eight (8) hours of holiday credit.
- B. When the holiday falls on the full time employee's regularly scheduled work day and is not worked, the employee will be paid eight (8) hours at the employee's regular rate of pay. If the employee's shift is more than eight (8) hours, the employee will be allowed to use compensatory time, holiday credit, vacation leave, or leave without pay to complete the regularly scheduled work hours for the day.
- C. When the holiday falls on the employee's regularly scheduled day off, the employee will receive eight (8) hours of holiday credit.

Part Time Employee:

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

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

Holiday Credit:

- A. Holiday credit will be used and scheduled by the employee in the same manner as vacation leave in Article 17. Holiday credit must be used before vacation leave unless doing so would cause the employee to exceed the two hundred forty (240) hour vacation leave accrual limit.
- B. Holiday Credit Cash Out. All holiday credit must be used by June 30th of each year. The employee's holiday credit balance will be cashed out every June 30th or when the employee leaves University employment for any reason. The employee's holiday credit balance may be cashed out when the employee:
 - 1. Transfers to a position in their department with different funding sources or,
 - 2. Transfers to a position in another department.

16.3. Personal Holiday.

- A. Each employee may select one personal holiday each calendar year in accordance with the following:
1. The employee has been continuously employed by the University for more than four (4) months;
 2. The employee has requested and been approved to take the personal holiday in accordance with Article 17 Vacation Leave
 3. The personal holiday must be taken by the employee in one absence not to exceed the work shift on the day of the absence.
- B. It is the employee's responsibility to schedule the Personal Holiday before December 31st if not requested it is forfeited.
- C. Entitlement to the holiday will not lapse when it is cancelled by the Employer and cannot be rescheduled before December 31st.
- D. Full-time employees shall receive eight (8) hours of regular pay for the personal holiday. Any differences between the scheduled shift for the day and eight (8) hours may be adjusted by use of use of compensatory time, holiday credit, use of vacation leave, or leave without pay.
- E. Part-time employees shall be entitled to a pro-rated number of paid hours on a Personal Holiday based on their FTE.

Article 17 – Vacations

17.1. Accrual. Employees will accrue vacation leave during the new hire probationary period.

The current accrual schedule for full-time employees (prorated for part-time), to be credited monthly, is as follows:

Length of Service	Hours Per Month	Days/Hours Per Year
1st year	8.00	12/96
2nd year	8.67	13/104
3rd year	9.33	14/112
4th year	10.00	15/120
5th year	10.67	16/128
6th year	11.33	17/136
7th year	12.00	18/144
8th year	12.67	19/152

Length of Service	Hours Per Month	Days/Hours Per Year
9th years	13.33	20/160
10th year	14.00	21/168
11th year	14.67	22/176
12th-19th year	15.33	23/184
20th-24th year	16	24/192
25th year or more	16.67	25/200

17.2. The annual vacation schedule in each work unit shall be established in the existing departmental manner or as follows:

- a. Twice each year, on or about April 1 and October 1, a vacation request sheet shall be circulated to the bargaining unit employees. Each employee shall be given the opportunity to indicate their preference of a vacation time period for the subsequent six (6) months. Supervision shall endeavor to schedule vacations according to the employee's wishes. In the event that two or more bargaining unit employees from the same unit request the same vacation period and supervision must limit the number of persons who may take leave at one time due to work requirements, preference shall be determined by departmental seniority. If departmental seniority is equal, the determination will be decided by lot.
- b. Supervision shall post the vacation schedule by May 1 and November 1, which shall remain in effect for each succeeding six (6) months period, that is, June 1 through November 30, and December 1 through May 31, respectively. Individual vacation periods may be changed at any time by mutual agreement between the employee(s) concerned and supervision. However, in no case shall an employee's scheduled vacation interfere with the necessary work of the organization, the determination of which shall rest with supervision.
- c. Employees may make a supplemental vacation request (those made outside the provisions of 17.2(a) at any time. Such supplemental requests shall not take precedence over requests scheduled in accordance with 17.2(a). Individual vacation periods may be changed at any time by mutual agreement between the employee(s) concerned and supervision; however in no case shall an employee's scheduled vacation interfere with the necessary work of the organization, the determination of which shall rest with supervision.

An employee who makes a supplemental vacation request will be notified whether the request is approved or denied within a reasonable period of time, but in no case more than seven (7) calendar days after the supplemental vacation request is submitted according to department procedure.

17.3. Any bargaining unit employee who may be transferred to another unit or removed from the bargaining unit by promotion or transfer shall alter their preferred vacation period if in conflict with a previously established vacation schedule.

17.4. 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 if available and deemed possible by the supervisor. If an employee's request for vacation leave is denied, the Employer, upon request, must provide the reason for denying vacation leave electronically or in writing.

17.5. Holiday Rotation. Vacation requests filed in accordance with 17.2 for the week including Thanksgiving and the weeks including Christmas Day and New Year's Day shall be granted on a rotating basis. The rotation will begin with the most senior person and shall proceed in that order until all staff wishing to take vacation leave during those holiday periods have done so. No employee shall be granted more than one (1) of the aforementioned weeks in a single year, unless there are no other interested employees and the department is able to grant the request based on operational needs.

17.6. Vacation Leave Maximum. Employees may accumulate maximum vacation balances not to exceed the statutory limits in accordance with RCW 43.01.040 (currently two hundred forty (240) hours). However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

- A. If an employee's request for vacation leave is cancelled or denied by the Appointing Authority or designee, and the employee has not exceeded the vacation leave maximum (currently two hundred forty (240) hours), the Employer shall grant an extension for each month that the Employer defers the employee's request for vacation leave.
- B. An employee may also accumulate vacation leave days in excess of the statutory limit (currently two hundred forty (240) hours) as long as the employee uses the excess balance prior to their anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date (time off service date).

17.7. Vacation Leave Cash Payment. Any employee who has been employed for at least six continuous months, who resigns or retires, is laid-off or is terminated by the University shall be entitled to accrued vacation pay.

17.8. If a department maintains a vacation time off calendar indicating days taken and/or available for vacation time off, the calendar will be made available electronically to employees or posted in a visible department space to facilitate the supplemental vacation time off process.

Article 18 – Sick Leave

18.1. Sick Leave.

- a. **Accrual.** Full-time employees (prorated for part-time) accrue eight (8) hours of sick leave for each month of completed regular monthly service. Employees with leave without pay exceeding eighty (80) hours in a month (prorated for part-time) will earn a monthly accrual proportionate to the number of hours in pay status, in the month to that required for full-time employment. Sick leave accruals must not exceed eight (8) hours in a month.
- b. **Sick Leave.** Use. Sick leave shall be allowed an employee under the following conditions.
 1. Because of and during illness, disability or injury which has incapacitated the employee from performing required duties.
 2. By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.
 3. Because of a health condition of a family member that requires treatment or supervision, or that requires the presence of the employee to make arrangements for extended care.

Family members includes biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child; sibling, spouse, 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.
 4. Sick leave may also be used to provide emergency child care (as in Article 25) or because of condolence or bereavement (as in Article 26)
 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 Leave or Compensatory Time Off for Sick Leave Purposes.** An employee who has used all accrued sick leave may be allowed to use accrued vacation leave and/or compensatory time off for sick leave purposes when approved in advance or authorized by the employee's departmental supervisor. All available compensatory time must be used prior to accrued vacation leave, unless this will result in the loss of vacation time.
- d. **Restoration of Vacation Leave.** In the event of an incapacitating illness or injury

during vacation leave, the employee's supervisor may authorize the use of sick leave and the equivalent restoration of any vacation leave otherwise charged. Such requests shall be in writing, and a medical certificate may be requested.

- e. **No Abuse of Sick Leave.** Both parties agree that neither the abuse nor the arbitrary denial of sick leave will be condoned. The Employer and the Union agree to work cooperatively toward the resolution of mutually identified problems regarding the use of sick leave.
- f. **Sick Leave 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 leave verification.

18.2. Sick Leave Cash Out. Eligible employees may elect to receive monetary compensation for accrued sick leave as follows:

In January of each year an employee whose sick leave balance at the end of the previous year exceeds four hundred eighty (480) hours may elect to convert the sick leave hours earned in the previous calendar year, minus those hours used during the year, to monetary compensation. No sick leave hours may be converted which would reduce the calendar year end balance below four hundred eighty (480) hours. Monetary compensation shall be paid at the rate of twenty-five percent and shall be based on the employee's current salary. All converted hours will be deducted from the sick leave balance.

Employees who separate from University service due to retirement or death shall be compensated for the unused sick leave accumulation from the date of most recent hire in a leave eligible position with the State of Washington at the rate of 25%. Compensation shall be based upon the employee's wage at the time of separation. For the purpose of this section, retirement shall not include vested out of service employees who leave funds on deposit with the retirement system.

In accordance with state law, former eligible employees who are re-employed shall be granted all unused sick leave credits, if any, to which they are entitled at time of separation.

18.3. Family Care Leave. In accordance with RCW 49.12 and WAC 296-130, employees shall be allowed to use any or all of their choice of sick leave or other paid time off to care for a family member (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 19 – Voluntary Employee Beneficiary Associations

In accordance with state and federal law, agencies and employees in bargaining units may agree to form Voluntary Employee Beneficiary Associations (tax-free medical spending accounts) funded by the retiree's sick leave cash out. Voluntary Employee Beneficiary Associations of employees covered by this Agreement will be implemented only by written agreement with the Union.

Article 20 – Miscellaneous Leave

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

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

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

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

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

20.4. Conditions Applicable to Leave without Pay:

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

- a. The employee must be a permanent employee
- b. The employee must have a bona fide intention of returning to work following the leave
- c. The leave without pay must not, in the discretion of the University, interfere with operational needs.

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

20.6. Benefits During Leave. Employees are encouraged to contact the Integrated Service Center (phone # 206-543-8000, ischelp@uw.edu) prior to any leave without pay to understand impact on benefits and learn about other points to consider.

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

20.8. Educational Leave. After applicable accrued leave has been exhausted, leave without pay may be granted for the duration of actual attendance in an educational program.

20.9. Government Service Leave. After applicable accrued leave has been exhausted, leave without pay may be granted for government service in the public interest, including but not limited to the U.S. Public Health Service or Peace Corps.

20.10. Volunteer or Community Service Leave. After applicable accrued leave has been exhausted, leave without pay may be granted for community volunteerism or service.

20.11. Formal Collective Bargaining Leave. Leave without pay may be granted to participate in formal collective bargaining sessions authorized by RCW 41.80 as mutually agreed by the parties.

Article 21 – Federal Family Medical Leave Act and Parental Leave

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

- a. parental leave to care for a newborn or newly placed adopted or foster child; or
- b. personal medical leave due to the employee's own serious medical condition that requires the employee's absence from work; or
- c. family medical leave to care for a family member who suffers from a serious medical condition that requires care or supervision by the employee. Family Member is defined as: the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sister, or brother. It also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent, and grandparent. "Child" also includes any child residing in the employee's home through foster care, legal guardianship or custody. Family members include those persons in a "step" relationship.

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

- a. While on leave covered by FMLA, the employee must use accrued leave before leave without pay for the absence unless it runs concurrently with Washington Family and medical Leave (PFML).
- b. The Employer will not require the use of paid leave such that it would result in the employee having fewer than eighty (80) hours of accrued vacation leave or eighty (80) hours of accrued sick leave, counted separately, upon return to work. Vacation and sick leave that has been requested and approved prior to the request for the use of FMLA will not be considered when requiring employees to use leave during FMLA-covered leave. This does not apply during an absence covered by the Washington Family and Medical Leave Program (PFML).

21.3. The University will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by FMLA. If necessary, due to continued approved personal medical or parental leave approved beyond the FMLA period, or if the

employee is not eligible for FMLA, the employee may elect to use eight (8) hours of accrued applicable paid leave for continuation of employer paid health insurance benefits for each month of the duration of the approved absence. The interspersed paid leave will be applied to the first working day of the month.

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

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

To be paid during Parental leave employee's must use accrued vacation leave, sick leave up to eighteen (18) weeks (720 hours), personal holiday, holiday credit, or compensatory time, the combination of which may be determined by the employee. Employees must use all applicable accrued leave prior to going on leave without pay unless it runs concurrently with Washington Family and Medical Leave (PFML).

Article 22 – Child/Dependent Care

22.1. The Employer and the Union recognize that family life has a significant impact upon employees' work lives. To help maintain a quality workforce, the Employer will continue to provide: referral assistance for daycare within the community, subsidized care for mildly ill children, child care assistance and, where feasible, will fairly consider space and support for childcare centers at UW worksites.

22.2. The Employer will notify the Union so that the Union may have an opportunity to provide input prior to any University action being taken to significantly reduce availability of University-sponsored child care programs.

22.3. Union members will continue to be notified annually of the availability of the Dependent Care Assistance Program (DCAP) offered through the State of Washington Department of Retirement Systems.

Article 23 – Shared Leave

23.1. The purpose of this article is to inform employees of the basic provision of the leave-sharing program established by RCW 41.04.650- 41.04-670, as now or hereafter amended. In

the event that there is any question as to leave sharing eligibility, entitlement or definition of terms, the language of the Revised Code of Washington is definitive.

The leave sharing program permits eligible state employees to donate a portion of their paid leave to financially aid other state employees who will need to take leave without pay 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.

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

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

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

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

Leave without pay will be granted for a reason of faith or conscience for up to two (2) workdays per calendar year as provided below.

- a. Leave without pay 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. Leave without pay 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 or vacation leave in lieu of leave without pay. All requests to use compensatory time, personal holiday or vacation leave requests must indicate the leave is being used in lieu of leave without pay for a reason of faith or conscience. 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 leave without pay taken for a reason of faith or conscience.
- d. Employees will only be required to identify that the request for leave is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

Article 25 – Leave Due to Family Care Emergencies

A. There are two 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 such as the unexpected absence of a regular care provider or unexpected closure of an assisted living facility.

B. An employee who is unable to report for or remain at work due to a child family care emergency may use vacation leave, sick leave, or leave without pay up to a maximum of three (3) days of each type of leave per calendar year, and their personal holiday. Use of any of the above leave categories is dependent upon the employee's eligibility to use such leave. The employee upon returning from such leave shall designate to which leave category the absence will be charged.

C. In accordance with RCW 49.46.210, sick leave 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 26 – Civil/Jury Duty Leave and Bereavement Leave

For the purposes of this Article, paid leave 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.

26.1. Civil Duty. Leave 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 leave.

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

Employees assigned to work the night shift who are scheduled to work the day before and the day of civil duty leave will be allowed to have their civil duty leave the day before or the day of civil duty service. Employees assigned to work the night shift who are scheduled to work the day before and the day of civil duty leave may also utilize vacation time off for all or a portion of the shift not covered by civil duty leave in accordance with Article 17 Vacation. Employees may also request to change their schedule to accommodate civil duty leave.

26.2. Bereavement Leave. An employee shall be granted up to three (3) continuous or non-continuous days of bereavement leave, as requested by the employee, for each death of a family member. Bereavement leave 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 leave for beyond the three (3) days: sick, vacation, holiday credit, comp time, personal holiday, or leave without pay.

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

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

As required by state law, and in accordance with University policy, 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. 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.

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

Article 28 – Inclement Weather and Suspended Operations

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

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

- a. Accrued compensatory time and/or holiday credit.
- b. Vacation time off.
- c. Using personal holiday. An employee must use personal holiday time as a full day or shift.

Using leave without pay. Employees who have exhausted the above paid time off types may use leave without pay. If leave without pay is used, employees have up to ninety (90) calendar days after operations resume to make up work time lost provided the following:

1. Employees must request makeup time within five (5) working days after operations resume, and
2. Reasonable work must exist and the supervisor must approve the request to work.

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

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

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

Article 29 – Military Leave

29.1. 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 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 leave to which the employee might be otherwise entitled, and shall not involve the reduction of any benefits, performance rating, privileges or base pay. During the period of paid military 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.

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

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

- a. retirement benefits and service credit in accord with the provisions of the applicable retirement system;

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

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

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

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

Article 30 – Work Related Injury Leave

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

30.2. Employees who are in unpaid status for up to six (6) months due to a work-related injury, upon written request and proof of continuing disability, shall maintain their seniority and progression start date. Leave without pay exceeding six (6) months without loss of seniority or change in progression start date may be granted at the option of the employing official.

30.3. The Employer will follow RCW 51.32.090 and University of Washington Administrative Policy Statement (APS) 14.1 University Risk Management and Insurance Programs related to the Worker's Compensation Program and return-to-work program. The Employer will attempt to find opportunities for modified duty that can be offered to employees in lieu of and/or after disability leave. If requests for modified duty are denied, the Employer, upon

request, will provide the modified duty options that were considered and reason(s) for denial electronically or in writing.

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

30.4. The University's policies on family and medical leave, sick time off and disability accommodations apply to employees with injuries or illnesses that have been accepted as work-related under RCW 51.

Article 31 – Health and Safety

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

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

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

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

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

procedures.

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

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

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

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

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

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

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

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

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

31.9. Wellness. The Employer and the Union will encourage and support employee participation in appropriate programs including the 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.

31.10. 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.

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

or other approaches.

31.12. 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.

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

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

31.14 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.

Article 32 – Uniforms and Special Clothing

32.1. The Employer will provide and clean, at no cost to the employees, any designated uniforms or special clothing which is required by the Employer to be worn on the job. Such clothing will be mended or replaced by the Employer as necessary due to normal wear and

tear.

32.2. Prior to any decision by a department head to purchase or modify uniforms, employees in their respective departments shall be given an opportunity to consult with their department head regarding the color, fabric, and style of uniform to be worn. The department head shall consider seasonal temperatures in the selection of uniforms. The department head will consider the wishes of the employees in making a decision.

32.3. Any clothing which is furnished by the Employer shall be worn in accordance with the applicable rules or safety regulations.

32.4. The Employer will reimburse employees for personal uniforms, work clothing, and/or necessary personal items (e.g. eyeglasses, hearing aids, watches) damaged, torn, or destroyed during normal work activity or by patients, clients, or customers. Such reimbursement shall be based on estimated current value of the damaged article to a total of two hundred dollars (\$200).

32.5. Safety Boot Reimbursement (Seattle Main Campus Facilities Only): As determined by the Employer, individual departments may reimburse employees up to one hundred dollars (\$100.00) per year during the life of this agreement for protective footwear meeting the performance requirements of ASTM F2413-11 relative to impact or compression of the toe or metatarsal, puncture resistance or electrical hazards or static dissipation, if required as personal protective equipment.

32.6 Tools and Equipment: The Employer may determine and provide necessary tools, tool allowance, equipment and foul weather gear. The Employer will repair or replace employer provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees are accountable for equipment and/or tools assigned to them and will maintain them in a clean and serviceable condition. Employees who misuse, vandalize, lose or damage state property may be subject to disciplinary action. Employees will be required to return all Employer provided tools, equipment (i.e., electronic equipment, badges, etc.) and foul weather gear upon separation from employment. In those cases where an employee fails to return the provided tools, equipment and/or foul weather gear, the Employer may deduct the value of the items from the employee's final pay.

Article 33 – Transportation and Commute Reduction

33.1. Parking/U-Pass. The Union agrees that during the life of this Agreement, the University may apply changes in transportation policy, including adjusting parking and U-pass fees and criteria for assigning parking spots, to the bargaining unit without the obligation to bargain with the Union. The Union may raise issues and concerns about the

University's parking program at Joint Labor/Management Committee meetings or at ad hoc Labor Management Committee meetings. The Union shall have a standing seat on the University's committee(s) that work on transportation and parking issues.

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

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

Article 34 – Performance Evaluation

34.1. Performance evaluations shall be performed annually. Evaluations shall be based on job related performance factors. Performance evaluations shall not be used to initiate personnel actions such as transfer, promotions or corrective action; however, evaluations may serve as supporting documentation for personnel actions. A supervisor's failure to complete an annual performance evaluation will be construed to mean the employee has performed satisfactorily. Employee participation in the development of evaluation materials and rating factors is encouraged.

34.2. Evaluation Forms.

- a. Performance evaluation forms will at a minimum include the following:
 1. A description of the job related factors upon which the evaluation is based. These will include:
 - 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. job knowledge (e.g. degree of technical knowledge, understanding of job procedures and methods), and
 - d. working relationships (e.g. cooperation and ability to work with supervisor, co-workers, students, and clients served).
 2. Provision for identifying specific achievements of the employee, performance goals for the next evaluation period, identifying training needs to enhance the employee's skills and other comments.
 3. Provision for employee comments or objections to be attached to and/or

included on the performance evaluation form.

4. Provision for employee signature accompanied by a statement that "Employee signature means that the employee has seen and is aware of the content of the evaluation, but does not necessarily mean that the employee agrees with the evaluation content."

5. Provision for the evaluator and reviewer signatures, and reviewer comments.

- b. The performance evaluation form may be supplemented with other forms and/or information used to support the employee's evaluation. Upon request, an employee may review any written materials used by supervision to prepare the evaluation.
- c. Employees will be provided feedback during their probationary and/or trial service periods.
- d. Implementation of alternative performance evaluation models is an appropriate topic for Joint Labor Management Meetings.

34.3. 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 position
 - 2. the position's job duties
- b. Written performance expectations shall be provided to the employee in sufficient time (normally within thirty (30) calendar days after appointment to the position) to allow the employee to meet the work expectations. The Employer will provide at least sixty (60) calendar days notice to employees before the evaluation when modifications that substantively alter performance expectations are made. Minor modifications that do not substantively alter performance expectations require no notice.

34.4. Evaluation Process.

- a. The supervisor will communicate with the employee about performance problems as they occur.
- b. The purpose of the evaluation meeting is to review, discuss, and if appropriate, modify the evaluation. The employee shall have an opportunity to discuss the proposed evaluation with the supervisor and to provide a written response.
- c. The final evaluation, with employee comments attached, will be signed by the evaluator and the employee. The employee will be provided a copy at their request. Employees of the Medical Centers and those completing their performance evaluations will not sign a copy of the evaluation, but will complete the "acknowledgement" step in Workday to demonstrate their review of the completed evaluation. Employees of the Medical Centers can access and print their performance evaluations from their Workday profile.

- d. Upper level supervisors at the Medical Centers have access and review privileges for employee performance evaluations in Workday. If modification and/or comments are made at this level a copy will be provided to the employee. Medical Centers employees are alerted in Workday to any additional modifications and/or comments made. Medical Centers can access and print their performance evaluations from their Workday profile.
- e. A copy of the completed evaluation, signed by all appropriate individuals, will be provided to the employee upon request.
- f. Performance evaluations shall be retained in the departmental file for no more than three (3) years.

34.5. Grievability. Employee performance evaluations are grievable only through Step Two of the Grievance Procedure.

Article 35 – Personnel Files

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

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

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

35.3. Employee Response. A copy of any correspondence, adverse material, or letters issued and intended to be included in an employee's official personnel file shall be mailed or given to the employee prior to becoming a permanent part of the file. An employee may

insert a reasonable amount of job-related materials in their personnel file that reflects favorably on their job performance. An employee may provide a written rebuttal to any information in the files that they considers objectionable. The Employer will attach the rebuttal to the related document.

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

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

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

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

Article 36 – Corrective Action/Dismissal

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

36.2. Representation.

- a. Employees shall be notified orally or in writing that upon request they shall be entitled to have a representative present when formal counseling, final counseling or dismissal is occurring. Employees have a right to a meeting with management whenever corrective action is issued. Attendance of a representative shall not delay the disciplinary process unduly as determined by the Employer. All parties shall make every effort possible to allow for Union representation without unduly delaying the process.

- b. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes corrective action could result. The employer will provide up to seventy-two (72) hours to allow an employee to secure a representative.

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

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

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

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

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

Final Counseling. Final counseling (may involve administrative personnel other than the employee's immediate supervisor) including action plan discussion and revision, where appropriate.

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 Council 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.

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

36.5. 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, or those in which the employee was the subject of an investigation, allegation, or findings of sexual misconduct, will be removed from an employee's personnel file after three (3) years if the following criteria have been met:

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

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

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

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

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

Article 37 – Employee Assistance Program

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

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

Article 38 – Seniority, Layoff, Rehire

38.1.

a. **Seniority.** Layoff seniority is defined as the continuous length of service in calendar days with the Employer from the most recent date of hire. Service of less than full time shall be considered full time. Time spent on paid or unpaid leave will not impact layoff seniority. Time spent on the layoff rehire list shall not be included in computing layoff seniority. Permanent employees who are veterans or their unmarried widows/widowers shall have added to their seniority the veteran's active military service to a maximum of five (5) years credit. Time spent on military duty leave, paid or unpaid, or time spent on leave without pay to work for the union in accordance with Article 29, is included in seniority calculation. Probationary employees are not vested with seniority credits until successfully completing the probationary period. Seniority shall be lost following a break in service including resignation, termination for cause, failure to return from a leave of absence, expiration of rehire rights. Neither time spent on leave of absence, the layoff rehire list, or on cyclic year leave shall be considered a break in service.

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

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

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

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

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

38.2.

a. **Layoff.**

1. Whenever it becomes necessary for the Employer to reduce its workforce due to lack of work, lack of funds, or good faith reorganization for efficiency purposes, the Employer shall use the following procedure. The Employer will notify the

Union of impending layoffs thirty (30) calendar days in advance of implementation so that reasonable alternative proposals can be considered. Whenever possible the Employer will provide more than minimum notice.

2. The Employer shall not lay off bargaining unit employees in lieu of disciplinary action.

3. Employees will be laid off in accordance with seniority, as defined in Article 38.1(a)

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

1. A funded vacant position within the same job classification and layoff unit.

2. The opportunity to replace the most junior employee within the layoff/seniority unit (set forth in Appendix IV) in the same classification and in an FTE status within .2 FTE status of the employee affected by the reduction in force. (For example, if a .8 FTE position is being abolished, the employee affected is eligible to replace the most junior individual in a .6 to 1.0 FTE position)

3. The opportunity to replace the most junior employee in the same classification with a lower FTE status than their own within the layoff/seniority unit.

4. The opportunity to replace the most junior employee within the same department who is:

a. In a lower classification in the same series as the employee affected by the reduction in force; and

b. Within .2 FTE of the employee affected by the reduction in force.

c. **Notice.** The Employer shall identify the positions to be abolished and the employee(s) to be affected and shall notify employees in these positions, with notice to the union, not less than thirty (30) calendar days prior to the abolishment of the positions, pay the employee in lieu of notice, or combine pay and notice. Whenever possible the Employer will provide more than minimum notice. The notice shall include:

1. The effective date of the layoff and a reference to the employee's rights under this Article, and

2. Identification of the employment option being offered, if applicable. In accordance with 38.2.b. above, if the incumbent in a position to be abolished has an opportunity to replace the most junior employee within the layoff/seniority unit, the incumbent will be given up to three (3) calendar days to determine if he/she wants to replace the junior employee or be placed on the rehire list. Vacant positions or those held by probationary employees within the layoff/seniority unit will be considered a more junior position.

d. **FTE Increase or Reduction.** An employee in a position that is not abolished but is increased or reduced in FTE status and who will remain benefit eligible after the

reduction or increase will have the choice of staying in the reduced or increased position and going on the rehire list for the position and FTE status held by the employee immediately prior to the increase or reduction or exercising available layoff rights under 38.2. The employee must exercise this choice within three (3) working days of the increase or reduction notice.

- e. **Voluntary Layoff.** Appointing authorities will allow an employee in the same job classification and department where layoffs will occur to volunteer to be laid off provided that the employee is in a position requiring the same skills and abilities, as a position subject to layoff. Any volunteer for layoff shall have no formal layoff option. If the appointing authority accepts the employee's voluntary request for layoff, the employee will submit a non-revocable letter stating they are accepting a voluntary layoff from the University. The employee will be placed on all applicable rehire lists.
- f. **Rehire.** The Employer shall make a concerted effort to re-employ bargaining unit members on the rehire list. Bargaining unit members on the rehire list are eligible to take all Professional & Organizational Development (POD) courses on a space available basis upon payment of designated fees. Employees without employment options will be placed on the rehire list(s) designated by the employee for twenty-four (24) months. In addition to the rehire list for the classification and FTE status from which the employee was laid off, employees identified for layoff may request placement on the following rehire lists:
1. For positions of a lower FTE status in the classification from which the employee was laid off (or equivalent if prior classification has been abolished); and
 2. For positions in other classifications in which the employee previously held permanent status; and
 3. Lower classes in the series from which the employee was laid off.
- The Employer will refer an employee from the designated rehire list(s) for any open positions in the bargaining unit for which the laid off employee possesses the essential skills. For classifications which have separate job codes in the Campuswide and Harborview Bargaining Units, Rehire lists will include both job codes. Employees referred from the rehire list(s) who possess the essential skills needed for a vacant position will be offered the position prior to the Employer posting for competitive recruitment. From among these employees, offers will be made in seniority order, most senior person first. Job requests for positions for which there are employees on rehire list(s) may not be withdrawn solely to avoid hiring laid off employees.
4. The Employer will provide a copy of the Rehire List to the Union upon request.
 5. When the job classification the employee was laid off from is represented by both SEIU 925 and WFSE 1488 the employee will be placed on the rehire list for the specific job classification for both unions.
- g. **Rehire Trial Period.** Employees placed into vacant positions from the rehire list will

serve a six (6) week 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 six (6) week rehire trial period will be adjusted to reflect any paid or unpaid leave taken during the period.

- h. **Corrective Action.** Final Counseling that occurs within the six (6) months prior to the layoff will be considered in effect should the employee be rehired. The employee will continue to be subject to any consequences of not following the directives and/or action plan(s) specified in the current corrective action.
- i. **Removal from List.** Removal from the rehire list(s) will occur for any of the following circumstances:
 - 1. If placement does not occur within twenty-four (24) months,
 - 2. If the employee refuses two (2) offers of placement for a position having the same pay, FTE status and shift as the position from which the employee was laid off. In such case, the employee will be removed from all other rehire lists and will have exhausted their rehire rights.
 - 3. If the employee was placed into two (2) vacant positions for which the employee has failed to complete the rehire trial period.
 - 4. If the employee accepts any offer of placement from any rehire list and completes the rehire trial service period for a position with the same FTE status and pay as the position from which the employee was laid off.
 - 5. Employees who reject two (2) offers of placement from a list for a position of a lower FTE status than that which the employee held immediately prior to layoff will be removed from that list.
 - 6. Employees who reject one (1) offer of placement from a list for a position in a classification other than that from which the employee was laid off will be removed from that list.
- j. **Rehire List Crossover.** Employees within an SEIU Local 925 represented bargaining unit may, in accordance with this Article, be placed on the rehire list for positions in another SEIU Local 925 represented bargaining unit.

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

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

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

Article 39 – Resignation and Abandonment

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

39.2. Presumption of Resignation/Abandonment.

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

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

Article 40 – Mandatory Subject

40.1. The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject.

- A. The Employer will notify the Executive Director of the Union of these changes in writing, citing this Article. The written notice must include:
 1. A description of the intended change, including information relevant to the

impacts of the change on employees and a list of the job classifications and names of affected employees if known;

2. Where the change will occur; and
3. The date the Employer intends to implement the change.

- B. Within thirty (30) calendar days of receipt of the written notice the Union may request negotiations over the changes. The timeframe for filing a demand to bargain will begin after the Employer has provided written notice to the Union. The thirty (30) calendar day period may be used to informally discuss the matter with the Employer and to gather information related to the proposed change. The written notice requesting bargaining must be filed with Human Resources Labor Relations (LR) at laborrel@uw.edu and shall include at least three (3) available dates and times to meet.
- C. In the event the Union does not request negotiations within thirty (30) calendar days of receipt of the notice, the Employer may implement the changes without further negotiations.
- D. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.

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

Release Time

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

bargaining.

- c. The Union is responsible for paying any travel or per diem of employee representatives. Employee representatives may not use a state vehicle to travel to and from a bargaining session, unless authorized by the Employer for Business Purposes.

Article 41 – New Employees

41.1. New Employees.

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

Article 42 – Union Activities, Rights, and Stewards

42.1. Staff Representatives.

- a. Within thirty (30) calendar days from the effective date of this Agreement, the Union shall provide the Office of Labor Relations a list of staff representatives. The Union shall provide written notice to the Employer of any changes within thirty (30) calendar days of the change.
- b. Staff representatives may access University premises to carry out representational activities. The representative shall notify local management prior to their arrival and shall not interrupt the normal operations of the institution. The staff representative may meet with bargaining unit employees in non-work areas during non-work times. It is understood that any such visits which require a meeting with an employee will be restricted to the non-working time of the employee unless otherwise authorized by

management or provided for elsewhere in this Agreement, and that there will be no interference with an employee's work assignment.

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

42.2. Union Stewards.

- a. The Employer recognizes the right of the Union to designate union stewards who shall be permitted without unnecessary delay to devote reasonable periods of time (for example, time to travel to the meeting site, 10-15 minutes to confer with the employee prior to the meeting) during normal working hours to present any grievance to the supervisor or designated representative for which adjustment has been requested by an employee or group of employees.
- b. Time off for processing grievances shall be granted to a Union steward by supervision following a request but in consideration of any job responsibilities. If permission for time off cannot be immediately granted, the supervisor will arrange for time off at the earliest possible time thereafter.
- c. 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.
- d. 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.
- e. 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.
- f. Union stewards shall primarily conduct representational duties only within their designated area of jurisdiction. Stewards may represent members in another jurisdiction if the steward designated for that other jurisdiction is unavailable (e.g. away on approved leave), has a conflict, or if there is no steward in that area. In the event that a steward is unavailable, the steward of the next geographically closest designated jurisdiction will be contacted to represent the employee. The number of stewards in a particular area and the jurisdiction they serve shall be an appropriate subject of discussion between the Union and the Employer.
- g. The Union agrees to submit an up-to-date list to the Office of Labor Relations once per quarter indicating the name of all Union stewards, their work locations, department,

jurisdiction and designation as an 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. Areas of jurisdiction are as follows: UWMC, South Campus HSB, HMC, Health Sciences, South Lake Union, Downtown, Airlift Northwest, UW Tower, Bothell Campus, Tacoma Campus, Seattle Campus, and Sandpoint. Stewards shall be assigned by the union. Lead Stewards, shall be recognized to have broader jurisdictions.

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

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

- i. **New Steward Training.** Where the Union requests in advance of a Step Two hearing that a second steward be present for training purposes, this request will be approved without loss of pay or recorded work time subject to the operational needs of the second steward's department. No overtime or compensatory time will be earned for participation and no steward shall attend as a second steward more than once.

42.3. Union Business Activities.

- a. Employees who intend to absent themselves from work for the purpose of attending and participating in Union business functions or programs, such as meetings, conventions, seminars, or other authorized meetings at the Union's request, may do so with supervisory approval. . Employees may use paid time in the following order: 1) compensatory time, 2) holiday credit, 3) personal holiday (whole day absences only), 4) accrued vacation time off. Unless this would result in the loss of vacation time.
- b. The employee shall request leave from the Employee's immediate supervisor at least two (2) weeks prior to the planned absence.

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

- a. Meeting Space and Facilities. The Employer's campuses and facilities may be used by the Union to hold meetings subject to the University's policy and availability of the space. The Employer may provide private space for stewards and/or Union representatives to meet in confidence with those they represent on a space available basis. Staff representatives may reserve and utilize meeting rooms in accordance with

University policy and procedure. Such requests will be subject to availability and all applicable fees.

b. E-mail, Fax Machines, the Internet, and Intranets

Union delegates, and members may utilize state owned/operated equipment to communicate with the Union and/or the Employer only for the exclusive purpose of administration of this Agreement. Such use will:

1. Result in little or no cost to the Employer;
2. Be brief in duration and frequency;
3. Not interfere with the performance of their official duties;
4. Not distract from the conduct of state business;
5. Not disrupt other state employees and will not obligate other employees to make a personal use of state resources; and
6. Not compromise the security or integrity of state information or software.

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

- c. Bulletin Boards and Distribution of Union Material. Upon request, space will be made available to the Union on bulletin boards in those areas where bargaining unit employees work or frequent, for the posting of notices and information pertaining to official business of the Union. Materials posted on Union bulletin boards without the signature of a recognized Union officer or representative may be removed. Employees shall have the right to distribute official Union information materials during hours off work. Such distribution of official material shall not interfere with the work assignments of employees who are on duty. Further, such distribution activities must be held in locations which cause no interference with the various departments normal operations or with any employees who may not be involved or interested.

42.5. Temporary Employment with the Union.

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

42.6 Information Requests

- A. Upon written request of the staff representative or steward to the Office of Labor Relations (laborrel@uw.edu), the Employer will provide relevant information necessary for conducting representational duties. Information will be provided within a reasonable timeframe and without requiring the Union to file with the Public Records Office.
- B. The Employer will acknowledge receipt of the information request and will provide the union with a date by which the information is anticipated to be provided.
- C. When the Union submits a request for information that the Employer believes is unclear or unreasonable, the Employer will contact the Union staff representative and the parties will discuss the relevance and necessity of the request. The costs associated with the request and the amount the Union may pay for receipt of the information may also be discussed.

Article 43 – Joint Union/Management Committees

43.1. The Joint Union/Management Committee shall normally be composed of up to three members at the departmental level or six members at the University-wide level plus two Union staff representatives. The Employer shall be represented by a like number on the Committee.

43.2. The purpose of the Committee is to provide a forum for communication between the parties to this Agreement to deal with matters of general Union/Management concern. The Committee shall also function as a mechanism for resolving problems/concerns of a mutual nature; and/or any policy of the University which affects the bargaining unit and which either party requests be placed on the agenda. It is agreed by the parties that the Employer will discuss with representatives of the Union significant changes affecting institutional conditions of employment generally affecting bargaining unit employees thirty (30) calendar days in advance of targeted implementation dates of said changes so that reasonable alternative proposals can be adequately discussed and considered by the Union/Management Committee.

43.3. Meetings of the Union/Management Committee shall normally be held during University business hours and at a mutually agreeable time and date. Participants shall experience no loss in salary for participating in the pre-meeting and meetings; however, such time is not construed as work time, and no overtime shall be claimed or paid for meetings attended outside of an employee's regular work hours.

43.4. The Union/Management Committee shall have no bargaining authority; however, any agreements reached through this process shall be reduced to writing and supported by the Union representatives and Management.

43.5. The agenda shall be limited to items that are of a group rather than an individual interest or concern and shall not include individual grievances properly processed under the grievance procedure article. If a concern is not resolved and is also grievable, a grievance may be filed pursuant to Article 6. If the parties mutually agree, the matter will be submitted at Step 3 (mediation). The grievance must still be timely in accordance with Article 6 Grievance Procedure.

43.6. Disposition of matters covered in a Union/Management Committee shall not contradict, add to or otherwise modify the terms and conditions of the Agreement unless otherwise mutually agreed to in writing by the Director for Labor Relations and the Union Business Representative.

43.7. With the understanding between the parties that problem solving can best be achieved at the lowest possible level, nothing in the foregoing paragraphs shall in any way preclude discussions and/or meetings between the Employer and Union Shop Stewards or staff representatives on matters appropriate for resolution at the department level. Such agreements shall not be considered precedent setting.

43.8 The following four (4) departmental Joint Union/Management Committees will be scheduled to meet quarterly, unless both parties agree to meet less or more frequently:

- A. UW Seattle Campus Facilities Services- Includes Building Services, Campus Engineering and Operations, Facilities Maintenance and Construction, Finance and Business Services, and Transportation Services
- B. Housing and Food Services
- C. University of Washington Medical Center
- D. Harborview Medical Center

Agenda items must be provided at least fifteen (15) days in advance of the meeting. If agenda items are not provided at least fifteen (15) days in advance of the meeting either party may cancel the meeting.

The Union must submit all release requests at least fifteen (15) days in advance of the meeting.

43.9. Joint Union/Management meetings for Bothell and Tacoma campuses will be scheduled as needed and upon mutual agreement.

43.10. Ad hoc Joint Union/Management committee meetings for individual departments and/or to address a specific workplace issue will be formed and scheduled upon request of either the Union or the Employer.

Article 44 – Classifications and Reclassification

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

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

44.3.

- a. Should the University decide to create, eliminate or modify class specifications which does not involve a major restructure to the overall classification system, it will notify the Union in advance of implementing the action. Notification will include the bargaining unit status of the classification and, for a newly created or modified classification considered to be in the bargaining unit, a proposed salary. Notification will occur at least forty-five (45) days in advance of any proposed implementation date. At the Union’s request the University will meet and confer with the Union over its proposed action.
- b. An employee occupying a position reallocated to a class with a lower salary range maximum due to a class being created, abolished or modified will retain the salary of their former position until reaching the top of the range of the former position, and then will be frozen until the new class pay range catches up.
An employee(s) occupying a position reallocated to a class with a higher salary range due to a class being created, abolished or modified will receive the same step in the new range as the employee(s) held in the previous range. The progression start date of the employee will remain unchanged.
- c. Within thirty (30) calendar days following implementation of the University’s decision to create or combine classifications per Article 44, or modify class specifications for bargaining unit positions, the Union may file an appeal with the Classification Review Hearing Officer selected under Article 44.6 of this contract, to determine if the salary assigned to the classification is appropriate.

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

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

44.6. Professional Staff Exemptions:

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

44.7. Position Review Process:

- a. The University, employee, or employee representative may request that a position be reviewed when the requesting party believes that the basis of its request has become a permanent requirement of the position. Employees and employee representatives may not request that a position be reviewed more often than once every six (6) months.
- b. The request must be complete and in writing on forms provided by the University. Requests may be submitted to Human Resources or to an employee's direct supervisor or department. Any party may submit additional information, including the names of individuals, which the party believes is relevant to the position review.
- c. An employee may request that a representative be present as an observer at meetings with the University reviewer scheduled to discuss the request for position review. At the employee's request a portion of such meetings shall be conducted in a quiet and private location, away from the work station.
- d. The University reviewer will investigate the position and issue a written response to the employee or employee representative within sixty (60) calendar days from receipt, by Human Resources, of the completed request. The response will include notification of the class and salary assigned when the position is reallocated, or notification of the reasons the position does not warrant reallocation when the request is not approved. Reclass requests may be submitted at either the departmental level or directly to Human Resources. Reclass requests submitted at the departmental level must be forwarded to Human Resources within thirty (30) calendar days.
- e. The effective date of allocations or reallocations initiated by the University shall be determined by the University. The effective date of a reallocation resulting from an

employee or employee representative request for position review will be established as the 1st or the 16th of the month which precedes the date that the completed request was filed with Human Resources or the employee's direct supervisor or department, whichever date is earliest. The date of receipt must be appropriately documented.

- f. An employee may request reconsideration following receipt of the University's determination. Requests for reconsideration will not hold the timeframe for filing an appeal under this Article.

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

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

Hearings. The Hearing Officer shall hold hearings on a quarterly basis unless there are no appeals to hear or the parties agree to pend any open appeals. All materials considered in the position review shall be submitted to the Hearing Officer prior to the hearing and neither party will submit evidence at the hearing that was not submitted during the position review. The Hearing Officer shall endeavor to hold multiple hearings each day, and shall issue a concise decision which shall be final and binding. The Hearing Officer shall have no authority to alter the terms and conditions of this contract. Employees may be represented at the hearing and will be released from work with no loss of pay to attend the hearing. The Hearing Officer's fees and expenses shall be shared equally by the parties.

Article 45 – Compensation, Wages and Other Pay Provisions

45.1.

- A. Effective July 1, 2021, each classification represented by the Union will continue to be assigned to the same Pay Table and Salary Range as it was assigned on June 30, 2021. Effective July 1, 2021, each employee will continue to be assigned to the same Salary Range and Step that they were assigned on June 30, 2021 unless otherwise agreed.
- B. Effective July 1, 2022, all Salary Ranges described in Section A above will be increased by three percent (3%). This increase will be based upon the salary schedule in effect on June 30, 2022.
- C. Employees who are paid above the maximum for their range on the effective date of the increase described in B or C above will not receive the specified increase to their

current pay unless the new range encompasses their current rate of pay. Employees who are Y-rated as of June 30, 2021 will continue to receive that salary if it is higher than the top step of the salary range for their classification as specified in Appendix I

45.2. Annual Salary Adjustment. Employees will receive an annual salary adjustment based on their progression start date until such time as the employee reaches the top automatic step of their salary range.

A. Movement on General Schedules. Employees who are hired at the minimum available step of their pay range will receive a two (2) step increase to base salary following completion of six (6) months of continuous service and the date they receive that increase will be based on the employee's progression start date. Thereafter, employees will receive a two (2) step increase annually, based on their progression start date, until they reach the top automatic step of the pay range.

Employees who are hired above the minimum available step of the pay range will receive a two (2) step increase to base salary following completion of twelve (12) months of continuous service and the date they receive that increase will be based on the employee's progression start date. Thereafter, employees will receive a two (2) step increase annually, based on their progression start date, until they reach the top automatic step of the pay range.

B. Movement on Health Care Schedules. Employees who are hired on the Health Care pay tables (Appendices III and V) above the minimum available step of the pay range will receive increment increases at the rate of one (1) step each twelve (12) months until they reach the top of the pay range. The date they receive that increase will be based on the employee's progression start periodic increment date until they reach the top automatic step of the pay range.

Employees who are hired on the Health Care pay tables (Appendices III, V, and VIII, as shown in Appendix V) at the minimum available step in the pay range will receive a one (1) step increase to base salary following completion of six (6) months of continuous service and the date they receive that increase will be based on the employee's progression start date. Thereafter, employees will receive a one (1) step increase annually, based on their progression start date, until they reach the top automatic step of the pay range.

C. When a date progression increase coincides with a promotional date, the appointment to a new salary range, and/or a market adjustment, the progression increase date will be applied first.

D. The University, at its discretion, may approve additional increment increases at any time. Such additional increment increases will not change an employee's progression start date.

45.3. Recruitment/Retention Compensation. The Employer may increase the salary of

classifications that are experiencing recruitment/retention problems.

45.4. Transfers/Lateral Movement. When an employee moves from one position to another position in the same or a different classification at the same salary range, the employee will retain their previous salary range and step.

45.5. Promotions/Reallocation/Reversion. Upon promotion or reallocation from a position under this contract to another position under this contract with a higher salary range, the affected employee shall be placed on the salary step of the new range which reflects a minimum of a three (3) step increase, except for positions on Health Care Professional/Technical pay tables, which shall receive a minimum increase of 6%.

The new progression start date shall be the first of the current month for effective dates falling between the first and fifteenth of the month and the first of the following month for effective dates falling between the sixteenth and the end of the month.

An employee who voluntarily reverts or is reverted by the Employer during the trial service period in their promoted position will have the previous salary range and step they were receiving prior to promotion reinstated.

45.6. Work Out of Class. When an employee is temporarily assigned by Management in writing, which may include e-mail, to perform the principal duties of a higher level position for a minimum period of one (1) working day, the employee shall be paid a temporary salary increase (TSI) of at least five percent (5%) over the present salary but not to exceed the maximum of the range for the higher classification. Said increase shall be effective as of the first day of the assignment.

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

45.8. Shift Differential Premium Pay. Employees assigned to evening or night shifts shall receive a shift differential of at least \$1 per hour, except for those job titles listed in Appendix II, which shall receive the applicable rates. Employees in Skilled Trades job classifications assigned to evening or night shifts shall receive a shift differential of at least \$2.00 per hour.

For the purposes of this Agreement, evening shift is defined as a majority of time worked daily or weekly between 5:00 p.m. and 12:00 a.m. Night shifts defined as a majority of time worked daily or weekly between 12:00 a.m. and 7:00 a.m.

Any classification which receives a higher shift differential on the effective date of this

Agreement shall continue to do so. Shift differential shall be paid for the entire shift that qualifies. When an employee is regularly assigned to an evening or night shift that qualifies for shift differential, they shall continue to receive the shift differential during temporary assignment, not to exceed five (5) consecutive working days, to a shift that does not qualify.

When an employee is compensated for working overtime during hours for which shift differential premium pay is authorized, the overtime rate will be calculated including the shift differential premium pay for evening or night hours.

45.9. Stand-By Pay. Employees required to restrict their off-duty activities in order to be immediately available for duty when called, will be compensated for time spent in standby status. Rate of compensation for standby status will be compensated at a rate of two dollars (\$2.00) per hour. Employees who, on the effective date of this Agreement, receive standby in excess of those rates shall continue to do so. In addition to the pay received while on standby, an employee called to work will be paid at their regular salary for all hours worked.

45.10. Call Back Pay. When an employee has left the grounds and is called to return to the work station outside of regularly scheduled hours, they shall receive two (2) hours bonus pay plus time actually worked. The bonus pay shall be compensated at the regular rate; time worked shall be compensated at time and one-half (1-1/2). Time worked immediately preceding the regular shift does not constitute call back, provided time worked does not exceed two (2) hours. When the employee is provided at least eight (8) hours notice the call back premium does not apply. An employee on standby status called to return to the work station does not qualify for call back pay.

45.11. Multilingual/Sign Language/Braille Premium Pay. Whenever a classified position has a bona fide requirement for regular use of competent skills in more than one language, and/or sign language and/or Braille, and the need for that skill is specified in the employee's position description, the employee shall receive a premium pay of five percent (5%) above the level normally assigned for that position, except for those instances where the position is allocated to a class that specifies these skills.

If the employee's position is allocated to a class that specifies these skills, the employee will receive a premium pay of five percent (5%) above the level normally assigned for that position only when the employee's position description states that the position has a bona fide requirement for regular use of competent skills in three (3) or more languages in addition to English.

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

45.12. Assignment Pay. The Employer agrees to pay a premium rate of at least \$1.75 per

hour above an employee's base salary for the time an employee works in any of the following assignments:

- a. While wearing a fall protection safety harness, when required by an approved Fall Protection Work Plan. While working with a fall protection monitor, when required by an approved Fall Protection Work Plan.
- b. While wearing a fitted, reusable respirator or supplied air respirator (PAPR, SCBA, etc.) when required by an approved Work Plan. Assignment Pay for respirator use does not apply to non-trades hospital staff.
- c. While working in a Permitted confined space, with appropriate permits.
- d. When wearing a fall protection safety harness as required for specific Aerial Personnel Lift equipment or suspended platforms in accordance with WISHA standards (currently 10').
- e. Skilled Trades Bargaining Unit Only: While using required personal protective equipment (PPE), above and beyond the standard uniform, to protect against arc flash when required by an approved Work Plan. When an employee performs qualifying work less than 1 hour, they will be paid a minimum of one hour per day of assignment pay. Work exceeding one hour per day will be paid based on actual time worked.

45.13. Preceptor. Surgical Technologists (18716) may serve as a preceptor after successfully completing a preceptor workshop or equivalent documented training and agreeing to and being appointed to be specifically responsible for planning, organizing, and evaluating the new skill development of one or more newly hired surgical technologists or perioperative registered nurses. This includes teaching, clinical supervision, role modeling, feedback, evaluation (verbal and written) and follow up of the new or transferring employee. Employees will receive a preceptor premium pay of one dollar and fifty cents (\$ 1.50) per hour for all time spent engaged in preceptor role responsibilities with/on behalf of the orienting employees.

45.14. Late Payroll Checks. Regular payroll checks, either hard copy or electronic, should be available to employees on payday. If the University is responsible for delay in receipt of a regular payroll check, the University will work with the employee to attempt to have any incurred fees waived.

45.15. Weekend Pay. All hours worked on weekends by employees in applicable job titles shall include a weekend pay premium in accordance with Appendix II.

45.16. Field Training Officer. When a Public Safety Officer has been designated as a Field Training Officer for a new employee he/she will receive a five percent (5%) increase for all the hours they provide direct training/instruction.

45.17. Custodian Compensation. Custodians working for Environmental Services at UW

Medical Center and Harborview will receive an Infection Control Premium pay of \$1.00 per hour.

Custodian Lead Assignment. Custodians assigned lead duties by the Employer will be paid \$1.65 per hour for the duration of the assignment. A lead is one who is assigned lead responsibilities as defined by management but does not have supervisory authority. A lead assignment is delegated responsibility for training, assigning, organizing and scheduling work and reviewing completed work assignments. Lead assignment pay may be for an indefinite period, solely determined by the Employer and it shall not provide the basis for an allocation or reallocation under Article 44.

Existing lead custodian positions may be converted to lead assignments when vacant, at management's option. Management decisions to create, modify, or end any lead assignments under this section after July 1, 2013 are not grievable. Employees holding lead job classifications as of July 1, 2013 will not be affected by this section.

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

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

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

There will be no minimum or maximum number of employees who may receive Career Enhancement/Growth steps. There will be no minimum or maximum amount of money the University will spend on the Career Enhancement//Growth program. Decisions about Career Enhancement/ Growth steps shall be made within sixty (60) days of supervisory/ managerial/professorial recommendations.

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

The Compensation Office tracks CEGP applications, grants, and denials including at a

minimum the job class, department, employee id, the decision to grant or deny, and the documented reason for any denial. If denied, the employee may appeal to the decision-maker's supervisor.

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

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

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

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

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

Article 46 – Health Care Benefits Amounts

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

Value-based benefits designs will:

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

C. Article 46.1 (B) will expire June 30, 2023.

46.2.

- A. The Employer will pay the entire premium costs for each bargaining unit employee for dental, basic life, and any offered basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this agreement, the Employer recognizes its obligation to bargain with the Coalition over 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.

46.3. Wellness.

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

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

46.5. Medical Flexible Spending Arrangement

- A. During January 2022 and again in January 2023, the Employer will make available two hundred fifty dollars (\$250) in a medical flexible spending arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in RCW 41.80.020(3), who meets the criteria in Subsection 46.5(B) below.
- B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made

available for a Coalition bargaining unit employee who:

1. Is occupying a position that has an annual full-time equivalent base salary of fifty thousand four dollars (\$50,004) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and
2. Meets PEBB program eligibility requirements to receive the employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.
3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2088).
4. Base salary excludes overtime, shift differential and all other premiums or payments.

- C. A medical FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for Employer FSA funds may decline this benefit but cannot receive case in lieu of this benefit.
- D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to a FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.
- E. Eligible employees will be provided information regarding the benefit and use of the FSA funds at new employee orientation, during open enrollment periods, and at the beginning of each plan year. The PEB Health Care Benefits Labor Coalition and Health Care Authority committee will confer on methods of ensuring eligible employees understand and are able to access information regarding the FSA benefit, including exploring ways for employees to access information in preferred languages.

Article 47 – Contracting

47.1. The University will not contract out work which results in the layoff of bargaining unit employees. With the exception of emergencies or Skilled Trades contracting outlined in 47.2, the University will provide the Union thirty (30) days' notice of any contracting allowed under this article.

47.2. Skilled Trades Contracting. When contracting out work is deemed necessary by the Employer, a contracting out form will be provided to the union as soon as possible. The specifications of the form are outlined in Appendix VI and any changes to the form are subject to the parties' collective bargaining obligations. In contracting out work deemed necessary that does not result in layoff under this section, the Employer will not contract out

such work for the purpose of avoiding overtime, not filling vacancies, or eroding the bargaining unit.

Article 48 – Staffing Concerns

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

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

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

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

Article 49 – Privacy

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

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

Article 50 – No Strike/Lockout

50.1. 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.

50.2. Should the employees engage in any unauthorized concerted action, the 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.

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

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

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

Article 51 – Board of Regents

The Union may submit proposed agenda items to the President's Office for consideration for submission to the University of Washington Board of Regents. Such agenda items are to be submitted in accordance with procedures of the Board.

Article 52 – Trades Apprenticeship Program

If the Employer establishes a Trades Apprenticeship Program, it will be formed through the University of Washington Trades Apprenticeship Committee, which will be composed of up to six (6) Union representatives and up to six (6) Employer representatives. The Committee will design the Trades Apprenticeship Program and will establish a Trades Apprenticeship program only if the program design is agreed to by both parties. The Committee will conform to the standards of the Apprenticeship Rules, Chapter 296-05 WAC (Washington

Administrative Code).

Article 53 – Washington Family Medical Leave Program*

53.1 Washington Family Medical Leave Program (PFML) effective January 1, 2020. The parties recognize that the Washington State Family and Medical Leave Program (RCW 50A.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 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 53 was updated in December 2019 per this [MOU](#)

Article 54 – Subordination of Agreement and Saving Clause

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

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

Article 55 – Contract Publication

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

55.2. The Employer will provide all current and new employees with a link to the new Agreement.

55.3. Each department or unit will maintain a paper copy of the contract accessible to all employees.

55.4. Each Human Resources Operations Office will maintain a paper copy of the agreement accessible to union members during normal business hours.

Article 56 – Union Membership Dues Deduction, and Status Reports

56.1. Notification. The Employer shall notify each employee hired into a bargaining unit position that the position is included in a bargaining unit represented by a union through job posting, new employee orientation, or appointment letter.

56.2. Dues Deduction. Upon written authorization to the Union by an individual employee to become a member of the Union and pay membership dues, 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. The Employer will honor the terms and conditions of each employee's signed membership card upon authorization by the Union.

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, PEOPLE, or have changed their authorization for deduction. The Employer will provide instructions and templates for the web based electronic reporting system and provide a calendar of required payroll cut-off dates.

56.3. Indemnification. The Union and each employee in a designated bargaining unit hereby undertakes to indemnify and hold the University, and its employees 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 under this Article.

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

56.5. Revocation. An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Employer and the Union in accordance with the terms and conditions of their signed membership card. Every effort will be made to end

the deduction effective on the first payroll, and not later than the second payroll, after receipt by the Employer of confirmation from the Union that the terms of the employee's signed membership card regarding dues deduction revocation have been met.

56.6. Voluntary PEOPLE Deduction. During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization for PEOPLE (Public Employees Organized to Promote Legislative). When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and an electronic roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by a separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

56.7. Listing of Employees.

a. Authorized Use – All Reports

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

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

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

A. Total Compensation and deductions

Name

Home Address

Home phone

Cell phone

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

Bargaining Unit

Total FTE

Anniversary date (step date)

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

B. All appointment list

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

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

C. Change Report

Name

Job classification

Job classification code

Department

Employee id

Original hire date

Status change date

Termination/separation date if any

Reason for status change, nature of status change

Reason for termination/separation

LOA effective date

Nature of LOA

New hire date

New Hire

D. Vacancy Report

Position Number

Job Classification

Date of vacancy

Elimination date of vacancy

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

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

Article 57 – Management Rights and Responsibilities

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

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

Article 58 – Term of Agreement

This Agreement will be effective July 1, 2021, and will continue in full force and effect through June 30, 2023; provided that if this Agreement expires while negotiations between the parties are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date.

Either party may request negotiation of a successor Agreement by notifying the other party in writing no sooner than January 1, 2022, and no later than January 31, 2022, to negotiate a new Agreement. Should such notice be served, bargaining shall commence at a time agreed upon by the parties.

Article 59 – Drug Testing

59.1. Except as required by federal or state laws or as provided in this Agreement, the Employer will not perform or cause to be performed a drug test of any employee covered by this Agreement. The Union and the Employer recognize that the Employer currently performs drug and alcohol testing for Commercial Driver's License (CDL) holders as required by federal law in accordance with the Employer's Administrative Policy Statement 13.7, and that the Employer will continue to do so unless changes to federal law either eliminate or modify the requirement for drug and alcohol testing for CDL holders.

59.2. Should federal or state law either change or impose new requirements for drug and/or alcohol testing of bargaining unit employees, the Employer agrees that it will negotiate impact with the Union.

59.3. In the event that the University determines that additional drug testing is necessary, the Employer agrees that it will discuss any proposal with the Union and negotiate impact.

Article 60 – Nonpermanent and Intermittent Employees

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

60.1. Definitions.

A. A Nonpermanent position can be created when any of the following conditions are met:

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

A nonpermanent appointee must have the skills and abilities required for the position.

B. Intermittent Positions

1. An Intermittent position exists when the nature of the work is sporadic and does not fit a particular pattern.
2. If an employee in an intermittent appointment has been working a fixed number of hours every week for a period of at least twelve (12) months, the Employer will convert the appointment to nonpermanent fixed duration appointment for no more than an additional six (6) months. If the work is on-going the Employer may also convert the position to a regular appointment.

60.2 Types of Nonpermanent Positions:

- A. Nonpermanent Hourly
- B. Nonpermanent Fixed Duration

Employees in Nonpermanent Fixed Duration positions are considered regularly scheduled and assigned a schedule with a fixed number of working hours in a workweek.

Nonpermanent Fixed Duration positions with varying work days are considered scheduled.

Employees in Intermittent and Nonpermanent Hourly positions are considered nonscheduled and are not assigned a fixed schedule or amount of working time in a workweek.

If at any time during a Nonpermanent Hourly appointment, the employee starts working a fixed number of hours each work week for multiple weeks in a row, upon request the appointment designation will change to Nonpermanent Fixed Duration.

60.3 Nonpermanent Hourly and Nonpermanent Fixed Duration Appointments:

- A. The initial duration of a Nonpermanent Hourly and Nonpermanent Fixed Duration appointment cannot exceed twelve (12) months from the hire date but may be extended to no more than twenty-four (24) months if the conditions in 60.1 1-5 still exist. Individuals may receive consecutive Nonpermanent Fixed Duration or Hourly appointments as long as any subsequent appointment is to a different position.
- B. Conclusion of the appointment will be at the discretion of the University, including termination of appointment prior to its originally intended expiration date, and will not be subject to Articles 6 (Grievance Procedure) and Article 38 (Seniority, Layoff, Rehire) of the contract.
- C. If the employee is not a permanent state employee, the employer must give one work days' notice prior to conclusion of the appointment. A Nonpermanent appointment may be terminated immediately with pay in lieu of the one work day of notice required for Nonpermanent Employees.
- D. If at any time during a Nonpermanent appointment, a short-term workload peak or other short term need becomes ongoing and permanent in nature, the Employer must take action to fill the position on a permanent basis.

- E. Nonpermanent Fixed Duration or Nonpermanent Hourly appointments will not be made to permanently replace permanent positions that are vacant.
- F. Time worked in a Nonpermanent Fixed Duration or Nonpermanent hourly appointment will count towards seniority for employees who are appointed to a regular classified position without a break in service in accordance with article 38.1.A.

60.4 Hours of Work and Overtime.

- A. Hours of work for Nonpermanent and Intermittent Employees shall be established by the employing official. Work assigned in excess of forty (40) hours in a seven (7) day work week constitutes overtime. Overtime hours will be compensated at a rate of one-and-one-half (1-1/2) times the employee's regular rate.
All paid holiday hours including the use of holiday credit during the employee's regular work schedule is considered time worked for the calculation of overtime. All other time paid for but not worked shall not count towards the calculation of overtime.
- B. Minimum Work Availability. The Employer may require employees in Intermittent and Nonpermanent hourly position to provide at least a minimum number of available hours or shifts each week, month or schedule block. The Employer may also require employees in Intermittent and Nonpermanent hourly position to provide at least a minimum number of available weekend hours or shifts each week, month or schedule block. A minimum number of hours of shifts on holidays may also be required of employees in Intermittent and Nonpermanent hourly position. Employees out of compliance may have their appointment terminated. Appointments may also end due to a lack of work.
Assignment of hours or continuation of employment is at the discretion of the Employer and is not grievable.

60.5 Probationary Period Upon Movement from Nonpermanent or Intermittent to Regular.

- A. A Nonpermanent or Intermittent Employee hired into a regular bargaining unit position is required to serve a probationary period.
- B. A Nonpermanent or Intermittent Employee who is hired into a regular position in the same job classification in the same unit without a break in service through open recruitment will have their Nonpermanent or Intermittent hours of service apply toward their probationary period for that position up to a maximum of three (3) months of the six (6) month probationary period.
- C. The Employer may convert a Nonpermanent or Intermittent position into a permanent position if the Employer used a competitive process to fill the Nonpermanent or Intermittent position or if the Nonpermanent or Intermittent position was filled using a veteran placement program. In such circumstances the employee will serve a

probationary or trial service period, whichever is applicable.

60.6 INCLEMENT WEATHER AND SUSPENDED OPERATIONS

- A. **Inclement Weather.** When the University is in operation an employee may request time off without pay to deal with unanticipated problems related to inclement weather conditions. However, employees designated by the Employer as “essential” must report to work.
- B. **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, employees designated by the Employer as “essential” must report to work.

60.7 Compensation.

- A. The rate of pay for employees under this Article must be placed on a salary step within the range for the classified title that best fits the work.
- B. The progression start date shall be established as follows:
 - 1. The first of the current month for actions occurring between the first and the fifteenth of the month; or,
 - 2. The first of the following month for actions occurring between the sixteenth and the end of the month.
- C. Annual Salary Adjustment. Annual salary adjustments up to the top automatic step will be administered the same as regular positions in the same classification.

60.8 Training.

- A. Employees that are required to schedule and participate in mandatory education by their department and will be compensated at the appropriate rate of pay. Tuition for required education will be provided by the Employer.
- B. Employees shall be appropriately trained and or certified prior to being assigned to perform work requiring such training or certification, e.g., work with asbestos, lead, blood borne pathogens, and all other appropriate training required for safety and efficiency in the unit.

60.9 Sick Time Off

- A. Employees in Nonpermanent Fixed Duration positions will accrue sick time off per Article 18 Sick Leave.
- B. Employees in Nonpermanent Hourly and Intermittent positions will earn a monthly sick time off accrual proportionate to the number of hours in pay status (excluding overtime hours) in the month to that required for full-time (1.0 FTE) employment. Sick time off accruals cannot exceed eight (8) hours in a month.

60.10 Vacation Time Off

- A. Employees in Nonpermanent Fixed Duration positions will accrue and use vacation time off per Article 17 Vacations.
- B. Employees in Nonpermanent Hourly and Intermittent positions will earn a monthly vacation time off accrual proportionate to the number of hours in pay status (excluding overtime hours) in the month to that required for full-time (1.0 FTE) employment.
- C. Employees in Intermittent positions will receive vacation time off accrual rate increases in accordance with the accrual schedule in Article 17 Vacations.
- D. Employees in Nonpermanent and Intermittent positions are subject to the maximum vacation time off accrual rules as outlined in RCW 43.01.044 for classified employment.

60.11 Holidays and Holiday Credit

- A. A. Employees in Nonpermanent Fixed Duration positions will be paid for holidays and receive holiday credit per Article 16 Holidays.
- B. B. Holiday credit is a balance of time off that is received in lieu of holiday compensation for employees in Nonpermanent Hourly and Intermittent positions. Holiday credit accrual is proportionate to the number of hours in pay status (excluding overtime hours) in the same month of the holiday to that required for full-time (1.0 FTE) employment, excluding all holiday hours. Holiday credit accrual will be calculated at the end of the month. Employees in Nonpermanent Hourly and Intermittent positions hired during the month of the holiday will not receive credit for holidays that occur prior to their hire date.
- C. C. Employees in Nonpermanent Hourly and Intermittent positions shall be paid for holiday credit in accordance with Article 16 Holidays.

60.12 Holiday Premium. If an employee works one of the following holidays, they will receive time and one half (1 ½) for all hours worked on that holiday: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Native American Heritage Day, and Christmas Day.

60.13 Personal Holiday

- A. Employees in Nonpermanent Fixed Duration positions will receive a personal holiday per Article 16.3 Personal Holiday.
- B. Employees in Nonpermanent Hourly and Intermittent positions earn a personal holiday at a rate proportionate to the number of hours in pay status (excluding overtime hours) in the same month when the personal holiday is scheduled to that required for full-time (1.0 FTE) employment, excluding all holiday hours. The value of the Personal Holiday cannot exceed eight (8) hours.

60.14 Miscellaneous Leave. If eligible, the Employer will continue to provide Family and Medical Leave (Article 21), Domestic Violence Leave (Article 27), Civil Duty Leave (as unpaid release time) (Article 26), Leave Without Pay for Reason of Faith or Conscience (Article 24), and paid Military Leave in accordance with University Policy and Article 29.

60.15 OTHER PROVISIONS: The Following Articles in this Agreement apply to all employees covered by this article:

- Preamble
- Article 1 Union Recognition
- Article 2 Non-discrimination
- Article 4 Workplace Behavior
- Article 5 Affirmative Action
- Article 6 Grievance Procedure (non-corrective action only)
- Article 7 Employee Rights
- Article 8 Employee Facilities
- Article 20.11 Formal Collective Bargaining Leave
- Article 22 Child/Dependent Care
- Article 24 Unpaid Leave for a Reason of Faith or Conscience
- Article 27 Leave Related to Domestic Violence, Sexual Assault or Stalking
- Article 30 Work Related to Injury Leave (except 30.2)
- Article 31 Health and Safety
- Article 40 Mandatory Subjects
- Article 42 Union Activities, Rights, and Stewards (except Article 42.6 Temporary Employment with the Union)
- Article 43 Joint Union/Management Committees (except section 43.3)
- Article 46 Health Care Benefits (if qualified for PEBB)
- Article 49 Privacy
- Article 50 No Strike/Lockout
- Article 54 Subordination of Agreement and Saving Clause
- Article 56 Union Membership, Fair Share, and Dues Deduction
- Article 57 Management Rights and Responsibilities
- Article 58 Term of Agreement
- Appendix I Job Classifications
- Appendix III Overtime Exempt Job Classifications
- Appendix IV Layoff Seniority Units

Article 61 – Diversity and Inclusion

A. The parties acknowledge that the University's Diversity Blueprint for 2017-2021

articulates the tri-campus community's aspirations for becoming an inclusive and equitable environment. On an annual basis, the Office of Minority Affairs and Diversity (OMA&D) will prepare an assessment report on University-wide diversity metrics for the Board of Regent's Diversity, Equity, and Inclusion subcommittee. An electronic copy of the report will be made available to the Union.

- B. As part of the University's Strategic Leadership Program (SLP), the Employer shall provide all managers and supervisors of bargaining unit employees information regarding the University's existing Staff Diversity Hiring Toolkit. Additionally, the Employer will include a content module on implicit bias and diversity in the hiring process during the SLP workshop for managers and supervisors with at least one direct report. The Employer shall distribute an electronic copy of the Toolkit annually to all managers and supervisors of bargaining unit employees.
- C. On an annual basis, the Employer will provide the Unions with a list of trainings and courses offered to staff the year prior centered on aspects of diversity, equity, and inclusion. The list will include a headcount for each offering, indicating the number of participants registered, by department.
- D. WFSE 1488 and WFSE 3488, will each select one member to be appointed to the University of Washington Diversity Council.
- E. On an annual basis, the Employer will provide the Unions with a report on employee participation levels in Facilities relative to cultural responsiveness or cultural competency training, and manager training in implicit bias, equity, cultural responsiveness, and hiring best practices. The progress report would include an update on Facilities' efforts to include under-represented minority members and/or women in hiring committees or interview panels.
- F. The Employer will create a position in UW Human Resources Recruitment dedicated to designing, developing, and implementing innovative outreach programs using diversity and inclusion best practices in support of UW's strategic initiatives.
- G. Staff Focused Equity, Diversity and Inclusion (EDI) Council Workgroup at Harborview Medical Center (HMC).
 - 1. Within six (6) months a new council workgroup will be added to HMC's existing EDI Committee structure, focused specifically on issues impacting front line staff.
 - 2. The council workgroup will attend at least two all-day (8 hour) workshops (one with labor and management separate and one with labor and management together) intended to increase skill and awareness on hidden bias and cultural competency. Within 90 days of the creation of the council, the parties will jointly select two independent facilitators. Additional training opportunities may be added with mutual agreement of the council workgroup.
 - 3. The workgroup will be sponsored by the Executive Director of HMC, and will also include:
 - a. Four (4) WFSE represented staff

- b. Four (4) SEIU 925 represented staff
- c. Four (4) SEIU 1199 represented staff
- d. Four (4) unrepresented staff
- e. One (1) HMC Program Director
- f. Up to two (2) UW Medicine HR representatives
- g. Ad Hoc members may include representatives from HMC and/or UW Medicine EDI Programs.

4. The first workgroup task will be to review information obtained during HMC's 2019 sensing interviews, and use the data to develop a further work plan.
5. The workgroup will meet monthly.

Appendix I – Job Classifications

Campuswide Bargaining Unit

Job Code	Hourly Job Code	Job Classification	Pay Table	Salary Range
18536	20803	CARPET CLEANER	BI	35
18505	20777	COOK	BI	35
18506	20778	COOK LEAD	BI	37
18532		CUSTODIAN	BI	33
18533		CUSTODIAN LEAD	BI	37
18570		DIETARY UNIT AIDE	BK	01
18569		DIETETIC TECHNICIAN	B0	19
18555		DRIVER-WAREHOUSE WORKER	BI	35
18519		ELECTRONICS TECHNICIAN 2 (Bioengineering Only)	BI	44
18521		ENGINEERING TECHNICIAN 1 (Bioengineering Only)	BI	46
18510	20782	FOOD SERVICE WORKER 1	BI	30
18511	20783	FOOD SERVICE WORKER 2	BI	32

Job Code	Hourly Job Code	Job Classification	Pay Table	Salary Range
18518	21240	FOOD SERVICE WORKER 3	BI	37
18537		GARDENER 1	BI	33
18538		GARDENER 2	BI	37
18539		GARDENER LEAD	BI	41
18540		GREENHOUSE ATTENDANT	BI	34
18576		HOSPITAL ASSISTANT	B0	13
18577		HOSPITAL ASSISTANT LEAD	B0	20
18571		HOSPITAL CENTRAL SERVICES TECHNICIAN TRAINEE	B0	26
18572		HOSPITAL CENTRAL SERVICES TECHNICIAN 1	B0	31
18574		HOSPITAL CENTRAL SERVICES TECHNICIAN 2	B0	40
18573		HOSPITAL CENTRAL SERVICES TECHNICIAN LEAD	B0	47
18525		INDUSTRIAL HYGIENIST 1	BI	52
18526		INDUSTRIAL HYGIENIST 2	BI	56
18515		LAUNDRY OPERATOR 1	BI	26
18516		LAUNDRY OPERATOR 2	BI	29
18575		LICENSED PRACTICAL NURSE	B0	43
18563		MAIL CARRIER	BI	27
18564		MAIL CARRIER-DRIVER A	BI	31

Job Code	Hourly Job Code	Job Classification	Pay Table	Salary Range
18565		MAIL CARRIER-DRIVER B	BI	33
18567		MAIL RATER	BI	33
18566		MAIL SERVICES LEAD	BI	35
18543		MAINTENANCE CUSTODIAN 1	BI	35
18531		MASTER RESEARCH VESSEL	BI	48
18549		MOTOR EQUIPMENT SERVICE ATTENDANT	BI	34
18541		NURSERY WORKER	BI	41
18580		PATIENT CARE TECHNICIAN	B0	29
18542		PLANT COMMUNICATIONS COORDINATOR	BI	43
18503		PROGRAM ASSISTANT (Bioengineering Only)	BI	37
18527		RESEARCH AIDE 1 (Bioengineering Only)	BI	31
18528		RESEARCH AIDE 2 (Bioengineering Only)	BI	37
18529		RESEARCH TECHNOLOGIST 1 (Bioengineering Only)	BI	35
18530		RESEARCH TECHNOLOGIST 2 (Bioengineering Only)	BI	40
18517		SEAMSTRE	BI	25
18550		SPRINKLER MAINTENANCE WORKER	BI	34
18561		STOCKROOM ATTENDANT 1	BI	30

Job Code	Hourly Job Code	Job Classification	Pay Table	Salary Range
18562		STOCKROOM ATTENDANT 2	BI	32
18590		STOCKROOM ATTENDANT LEAD	BI	35
18587		SUPPLY CHAIN TECHNICIAN 1	BI	35
18588		SUPPLY CHAIN TECHNICIAN 2	BI	37
18589		SUPPLY CHAIN TECHNICIAN LEAD	BI	40
18551		TRANSPORTATION HELPER	BI	30
18553		TRUCK DRIVER 1	BI	35
18554		TRUCK DRIVER 2	BI	39
18552		TRUCK DRIVER LEAD	BI	42
18584		UNIT SUPPLY TECHNICIAN 1	BI	33
18585		UNIT SUPPLY TECHNICIAN 2	BI	35
18586		UNIT SUPPLY TECHNICIAN LEAD	BI	38
18547		UTILITY WORKER 1	BI	29
18548		UTILITY WORKER 2	BI	33
18546		UTILITY WORKER LEAD	BI	36
18558		WAREHOUSE WORKER 1	BI	32
18560		WAREHOUSE WORKER 2	BI	34
18559		WAREHOUSE WORKER LEAD	BI	35
18513		WASHROOM EQUIPMENT OPERATOR 1	BI	27

Job Code	Hourly Job Code	Job Classification	Pay Table	Salary Range
18514		WASHROOM EQUIPMENT OPERATOR 2	BI	31
18556		WASTE COLLECTOR	BI	40
18534		WINDOW WASHER 1	BI	35
18664		WINDOW WASHER 2	BI	43
18535		WINDOW WASHER LEAD	BI	45

Custodial Supervisors Bargaining Unit

Job Code	Hourly Job Code	Job Classification	Pay Table	Salary Range
18776		CUSTODIAN SUPERVISOR 1	BI	43
18777		CUSTODIAN SUPERVISOR 2	BI	47
18774	21687	FOOD SERVICE SUPERVISOR 1	BI	44
18775	21688	FOOD SERVICE SUPERVISOR 2	BI	46
18778		WINDOW WASHER SUPERVISOR	BI	48

Harborview Medical Center Bargaining Unit

Job Code	Hourly Job Code	Job Classification	Pay Table	Salary Range
18696		ALCOHOLISM THERAPIST 1	B0	64
18711		ANESTHESIOLOGY TECHNICIAN 1	BABB	17
18732		AUDIOLOGY ASSISTANT	BI	38
18728		BIOMEDICAL ELECTRONICS TECHNICIAN 1	B0	68
18729		BIOMEDICAL ELECTRONICS TECHNICIAN 2	B0	82
18730		BIOMEDICAL ELECTRONICS TECHNICIAN 3	B0	92
18731		BIOMEDICAL ELECTRONICS TECHNICIAN LEAD	B0	97
18712		CARDIAC MONITOR TECHNICIAN	BV	20

Job Code	Hourly Job Code	Job Classification	Pay Table	Salary Range
18635		CASHIER 1	BI	28
18719		CLINICAL LABORATORY TECHNICIAN 2-HMC	BV	41
18720		CLINICAL LABORATORY TECHNICIAN LEAD-HMC	BV	51
18641	20863	COOK	BI	35
18642	20864	COOK LEAD	BI	37
18658		CUSTODIAN	BI	33
18659		CUSTODIAN LEAD	BI	37
18680		DIETARY UNIT AIDE	B0	00
18678		DIETARY UNIT CLERK	B0	02
18713		ELECTROCARDIOGRAPH TECHNICIAN 1	B0	33
18714		ELECTROCARDIOGRAPH TECHNICIAN 2	B0	42
18715		ELECTROCARDIOGRAPH TECHNICIAN LEAD	BV	51
18649		ELECTRONICS TECHNICIAN 1	BI	38
18650		ELECTRONICS TECHNICIAN 2	BI	44
18633		FISCAL TECHNICIAN 1	BI	30
18634		FISCAL TECHNICIAN 2	BI	33
18644	20866	FOOD SERVICE WORKER 1	BI	30
18645	220867	FOOD SERVICE WORKER 2	BI	32
18662		GARDENER 1	BI	33
18663		GARDENER 2	BI	37
18708		HOSPITAL ASSISTANT	B0	13
18709		HOSPITAL ASSISTANT LEAD	B0	20
18682		HOSPITAL CENTRAL SERVICES TECHNICIAN TRAINEE	B0	26
18683		HOSPITAL CENTRAL SERVICES TECHNICIAN 1	B0	31
18685		HOSPITAL CENTRAL SERVICES TECHNICIAN 2	B0	40
18684		HOSPITAL CENTRAL SERVICES TECHNICIAN LEAD	B0	47
18717		HOSPITAL DENTISTRY ASSISTANT SPECIALIST	B0	50

Job Code	Hourly Job Code	Job Classification	Pay Table	Salary Range
18652		INDUSTRIAL HYGIENIST 1	BI	52
18653		INDUSTRIAL HYGIENIST 2	BI	56
18654		LABORATORY HELPER	BI	25
18655		LABORATORY HELPER LEAD	BI	27
18656		LABORATORY TECHNICIAN 1	BI	28
18657		LABORATORY TECHNICIAN 2	BI	32
18647		LAUNDRY OPERATOR 1	BI	26
18648		LAUNDRY OPERATOR 2	BI	29
18707		LICENSED PRACTICAL NURSE	BI	43
18676		MAIL RATER	BI	33
18665		MAINTENANCE CUSTODIAN 1	BI	35
18710	20923	MEDICAL ASSISTANT	BI	42
18681		MEDICAL TRANSCRIPTIONIST 1	B0	14
18700		MENTAL HEALTH PRACTITIONER	B0	72
18726		MENTAL HEALTH PRACTITIONER CLINICAL SPECIALIST	B0	84
18727		MENTAL HEALTH PRACTITIONER LEAD	B0	92
18705		MENTAL HEALTH SPECIALIST 1	BI	36
18706		MENTAL HEALTH SPECIALIST 2	BI	40
18637		OFFSET DUPLICATOR OPERATOR	BI	26
18638		OFFSET DUPLICATOR OPERATOR LEAD	BI	29
18672		ORDER SERVICE COORDINATOR	BI	32
18703		ORTHOPAEDIC TECHNICIAN 1	B0	40
18704		ORTHOPAEDIC TECHNICIAN 2	B0	47
18690		PATIENT SERVICES COORDINATOR	BI	37
18691		PATIENT SERVICES LEAD	BI	37
18689		PATIENT SERVICES REPRESENTATIVE	BI	34
18721		PATIENT SERVICES SPECIALIST 1-TRAINEE	BI	34

Job Code	Hourly Job Code	Job Classification	Pay Table	Salary Range
18722		PATIENT SERVICES SPECIALIST 2	BI	37
18723		PATIENT SERVICES SPECIALIST 3	BI	39
18725		PATIENT SERVICES SPECIALIST EDU-QA	BI	44
18724		PATIENT SERVICES SPECIALIST LEAD	BI	44
18692		PATIENT SERVICES SPECIALIST-CALL CENTER	BI	42
18698		REHABILITATION COUNSELOR 1	BI	54
18699		REHABILITATION COUNSELOR 2	BI	58
18625		RESEARCH ANALYST 1	BI	37
18702		RESPIRATORY CARE ASSISTANT	BABB	35
18693		SOCIAL WORK ASSISTANT 1	BABB	50
18686		SPECIMEN PROCESSING TECHNICIAN	B0	14
18687		SPECIMEN PROCESSING TECHNICIAN LEAD	B0	26
18673		STOCKROOM ATTENDANT 1	BI	30
18674		STOCKROOM ATTENDANT 2	BI	32
18675		STOCKROOM ATTENDANT LEAD	BI	35
18617		SUPPLY CHAIN TECHNICIAN 1	BI	35
18618		SUPPLY CHAIN TECHNICIAN 2	BI	37
18619		SUPPLY CHAIN TECHNICIAN LEAD	BI	40
18716		SURGICAL TECHNOLOGIST	BABB	54
18631		TELEPHONE COMMUNICATIONS OPERATOR	BI	26
18670		TRUCK DRIVER 1	BI	35
18671		TRUCK DRIVER 2	BI	40
18667		TRUCK DRIVER LEAD	BI	43
18621		UNIT SUPPLY TECHNICIAN 1	BI	33
18622		UNIT SUPPLY TECHNICIAN 2	BI	35
18623		UNIT SUPPLY TECHNICIAN LEAD	BI	38
18668		UTILITY WORKER 1	BI	29
18669		UTILITY WORKER 2	BI	33

Job Code	Hourly Job Code	Job Classification	Pay Table	Salary Range
18660		WINDOW WASHER 1	BI	35
18664		WINDOW WASHER 2	BI	43
18661		WINDOW WASHER LEAD	BI	45

Harborview Medical Center Security Officers Bargaining Unit

Job Code	Hourly Job Code	Job Classification	Pay Table	Salary Range
18770		HOSPITAL SECURITY OFFICER – HMC	BI	52

Library Bargaining Unit

Job Code	Hourly Job Code	Job Classification	Pay Table	Salary Range
18750		FISCAL TECHNICIAN	BI	30
18751		FISCAL TECHNICIAN 2	BI	33
18761		LIBRARY & ARCHIVE PARAPROFESSIONAL 1-BOTANICAL GARDENS	BI	34
18762		LIBRARY & ARCHIVE PARAPROFESSIONAL 2-BOTANICAL GAREDNS	BI	40
18763		LIBRARY & ARCHIVE PARAPROFESSIONAL 3-BOTANICAL GARDENS	BI	44
18752		LIBRARY SPECIALIST 1	BI	42
18753		LIBRARY SPECIALIST II	BI	46
18754		LIBRARY TECHNICIAN I	BI	30
18755		LIBRARY TECHNICIAN II	BI	34
18756		LIBRARY TECHNICIAN III	BI	36
18757		LIBRARY TECHNICIAN LEAD	BI	38
18746		PROGRAM ASSISTANT	BI	37
18747		PROGRAM COORDINATOR	BI	42

Skilled Trades Bargaining Unit

Job Code	Hourly Job Code	Job Classification	Pay Table	Salary Range
18825		CARPENTER	BL	53
18824		CARPENTER APPRENTICE	BM	01
18826		CARPENTER LEAD	BL	56
18817		CONSTRUCTION AND MAINTENANCE MECHANIC	BL	54
18827		CONTROL TECHNICIAN TRAINEE	BM	05
18828		CONTROL TECHNICIAN	BL	61
18829		CONTROL TECHNICIAN LEAD	BL	64
18833		ELECTRICIAN APPRENTICE	BM	05
18832		ELECTRICIAN TRADE TRAINEE	BM	05
18834		ELECTRICIAN	BL	61
18835		ELECTRICIAN LEAD	BL	64
18830		ELECTRICIAN-HIGH VOLTAGE	BL	63
18831		ELECTRICIAN LEAD-HIGH VOLTAGE	BL	68
18836		ELEVATOR MECHANIC	BL	72
18837		ELEVATOR MECHANIC LEAD	BL	75
18810		FACILITIES OPERATIONS MAINTENANCE SPECIALIST	BL	64
18838		FLOORLAYER	BL	51
18853		FURNITURE REPAIR WORKER	BL	51
18840		GLAZIER	BL	51
18841		GLAZIER LEAD	BL	54
18821		HEAVY EQUIPMENT OPERATOR	BL	57
18822		HEAVY EQUIPMENT OPERATOR LEAD	BL	60
18819		HOSPITAL SHIFT ENGINEER	BL	49
18842		INSULATION WORKER	BL	60
18843		INSULATION WORKER LEAD	BL	63
18823		LIGHTING & FILTER MAINTENANCE TECHNICIAN	BL	39
18820		LIGHTING MAINTENANCE TECHNICIAN	BL	38

Job Code	Hourly Job Code	Job Classification	Pay Table	Salary Range
18844		LOCKSMITH	BL	51
18845		LOCKSMITH LEAD	BL	54
18812		MACHINERY MASTER MECHANIC	BL	57
18811		MACHINERY MECHANIC	BL	56
18813		MACHINERY MECHANIC LEAD	BL	59
18846		MACHINIST	BL	45
18814		MAINTENANCE MECHANIC 1	BL	39
18815		MAINTENANCE MECHANIC 2	BL	49
18818		MAINTENANCE MECHANIC DOOR SPECIALIST	BL	59
18816		MAINTENANCE MECHANIC LEAD	BL	59
18847		MASON TRADE TRAINEE	BM	04
18848		MASON/PLASTERER	BL	52
18849		MASON/PLASTERER LEAD	BL	55
18851		MOTOR EQUIPMENT MECHANIC	BL	56
18852		MOTOR EQUIPMENT MECHANIC LEAD	BL	59
18850		MOTOR EQUIPMENT MECHANIC TRADE TRAINEE	BL	39
18855		PAINTER	BL	51
18854		PAINTER APPRENTICE	BM	02
18856		PAINTER LEAD	BL	54
18857		PLUMBER/PIPEFITTER/STEAMFITTER TRADE TRAINEE	BM	07
18858		PLUMBER/PIPEFITTER/STEAMFITTER	BL	61
18859		PLUMBER/PIPEFITTER/STEAMFITTER LEAD	BL	64
18808		POWER PLANT ELECTRICIAN-HIGH VOLTAGE	BL	72
18809		POWER PLANT ELECTRICIAN LEAD-HIGH VOLTAGE	BL	75
18880		POWER PLANT MASTER MECHANIC	BL	62
18879		POWER PLANT MECHANIC	BL	61
18881		POWER PLANT MECHANIC LEAD	BL	64

Job Code	Hourly Job Code	Job Classification	Pay Table	Salary Range
18876		POWER PLANT OPERATING ENGINEER 1	BL	56
18877		POWER PLANT OPERATING ENGINEER 2	BL	60
18878		POWER PLANT OPERATING ENGINEER LEAD	BL	64
18860		REFRIGERATION MECHANIC	BL	62
18861		REFRIGERATION MECHANIC LEAD	BL	65
18862		ROOFER	BL	51
18863		ROOFER LEAD	BL	54
18866		SHEET METAL MECHANIC	BL	56
18865		SHEET METAL MECHANIC APPRENTICE	BM	06
18867		SHEET METAL MECHANIC LEAD	BL	59
18864		SHEET METAL MECHANIC TRADE TRAINEE	BM	06
18868		SIGN PAINTER	BL	51
18869		SIGN PAINTER LEAD	BL	54
18870		TRADES HELPER	BL	35
18871		WELDER-FABRICATOR	BL	56

Appendix II – Differentials

WFSE Campuswide and WFSE HMC – Health Care Professional/Technical Classifications (Effective within sixty (60) days of ratification)

Salaried Job Code	Job Profile	Evening Shift Differ. (\$/Hour)	Night Shift		Standby Pay (\$/Hour)	Weekend Pay (\$/Hour)
			Differ. (\$/Hour)			
18696	ALCOHOLISM THERAPIST 1	\$1.50	\$2.25		\$3.75	\$1.50
18711	ANESTHESIOLOGY TECHNICIAN 1	\$1.75	\$2.50		\$4.00*	\$2.25
18712	CARDIAC MONITOR TECHNICIAN	\$1.75	\$2.50		\$4.00*	\$2.25
18718	CLINICAL LABORATORY TECHNICIAN 1-HMC	\$1.75	\$2.50		\$4.00*	\$2.25
18719	CLINICAL LABORATORY TECHNICIAN 2-HMC	\$1.75	\$2.50		\$4.00*	\$2.25

Salaried Job Code	Job Profile	Evening Shift Differ. (\$/Hour)	Night Shift Differ. (\$/Hour)	Standby Pay (\$/Hour)	Weekend Pay (\$/Hour)
18720	CLINICAL LABORATORY TECHNICIAN LEAD-HMC	\$1.75	\$2.50	\$4.00*	\$2.25
18570	DIETARY UNIT AIDE	\$1.50	\$2.25	\$3.75	\$1.50
18680	DIETARY UNIT AIDE	\$1.50	\$2.25	\$3.75	\$1.50
18678	DIETARY UNIT CLERK	\$1.50	\$2.25	\$3.75	\$1.50
18713	ELECTROCARDIOGRAPH TECHNICIAN 1	\$1.75	\$2.50	\$4.00*	\$2.25
18714	ELECTROCARDIOGRAPH TECHNICIAN 2	\$1.75	\$2.50	\$4.00*	\$2.25
18715	ELECTROCARDIOGRAPH TECHNICIAN LEAD	\$1.75	\$2.50	\$4.00*	\$2.25
18688	FINANCIAL SERVICES COUNSELOR	\$1.50	\$2.25	\$3.75	\$1.50
18576	HOSPITAL ASSISTANT	\$1.50	\$2.25	\$3.75	\$1.50
18708	HOSPITAL ASSISTANT	\$1.50	\$2.25	\$3.75	\$1.50
18577	HOSPITAL ASSISTANT LEAD	\$1.50	\$2.25	\$3.75	\$1.50
18709	HOSPITAL ASSISTANT LEAD	\$1.50	\$2.25	\$3.75	\$1.50
18571	HOSPITAL CENTRAL SERVICES TECH TRAINEE	\$1.75	\$2.50	\$4.00*	\$1.50
18682	HOSPITAL CENTRAL SERVICES TECH TRAINEE	\$1.75	\$2.50	\$4.00*	\$1.50
18572	HOSPITAL CENTRAL SERVICES TECHNICIAN 1	\$1.75	\$2.50	\$4.00*	\$1.50
18683	HOSPITAL CENTRAL SERVICES TECHNICIAN 1	\$1.75	\$2.50	\$4.00*	\$1.50
18574	HOSPITAL CENTRAL SERVICES TECHNICIAN 2	\$1.75	\$2.50	\$4.00*	\$1.50
18685	HOSPITAL CENTRAL SERVICES TECHNICIAN 2	\$1.75	\$2.50	\$4.00*	\$1.50
18573	HOSPITAL CENTRAL SERVICES TECHNICIAN LD	\$1.75	\$2.50	\$4.00*	\$1.50

Salaried Job Code	Job Profile	Evening Shift Differ. (\$/Hour)	Night Shift	Standby Pay (\$/Hour)	Weekend Pay (\$/Hour)
			Differ. (\$/Hour)		
18684	HOSPITAL CENTRAL SERVICES TECHNICIAN LD	\$1.75	\$2.50	\$4.00*	\$1.50
18717	HOSPITAL DENTISTRY ASSISTANT SPECIALIST	\$1.50	\$2.25	\$3.75	\$1.50
18575	LICENSED PRACTICAL NURSE	\$1.50	\$2.25	\$3.75	\$1.50
18707	LICENSED PRACTICAL NURSE	\$1.50	\$2.25	\$3.75	\$1.50
18710	MEDICAL ASSISTANT	\$1.50	\$2.25	\$3.75	\$1.50
18681	MEDICAL TRANSCRIPTIONIST 1	\$1.50	\$2.25	\$3.75	\$1.50
18700	MENTAL HEALTH PRACTITIONER	\$1.50	\$2.25	\$3.75	\$1.50
18726	MENTAL HEALTH PRACTITIONER CLINICAL SPECIALIST	\$1.50	\$2.25	\$3.75	\$1.50
18727	MENTAL HEALTH PRACTITIONER LEAD	\$1.50	\$2.25	\$3.75	\$1.50
18705	MENTAL HEALTH SPECIALIST 1	\$1.50	\$2.25	\$3.75	\$1.50
18706	MENTAL HEALTH SPECIALIST 2	\$1.50	\$2.25	\$3.75	\$1.50
18703	ORTHOPAEDIC TECHNICIAN I	\$1.75	\$2.50	\$4.00*	\$2.25
18704	ORTHOPAEDIC TECHNICIAN II	\$1.75	\$2.50	\$4.00*	\$2.25
18580	PATIENT CARE TECHNICIAN	\$1.50	\$2.25	\$3.75	\$1.50
18690	PATIENT SERVICES COORDINATOR	\$1.50	\$2.25	\$3.75	\$1.50
18689	PATIENT SERVICES REP	\$1.50	\$2.25	\$3.75	\$1.50
18722	PATIENT SERVICES SPECIALIST 2	\$1.50	\$2.25	\$3.75	\$1.50
18723	PATIENT SERVICES SPECIALIST 3	\$1.50	\$2.25	\$3.75	\$1.50
18725	PATIENT SERVICES SPECIALIST EDU-QA	\$1.50	\$2.25	\$3.75	\$1.50
18724	PATIENT SERVICES SPECIALIST LEAD	\$1.50	\$2.25	\$3.75	\$1.50
18692	PATIENT SERVICES SPECIALIST- CALL CENTER	\$1.50	\$2.25	\$3.75	\$1.50
18691	PATIENT SERVICES LEAD	\$1.50	\$2.25	\$3.75	\$1.50
18698	REHABILITATION COUNSELOR 1	\$1.50	\$2.25	\$3.75	\$1.50

Salaried Job Code	Job Profile	Evening Shift Differ. (\$/Hour)	Night Shift	Standby Pay (\$/Hour)	Weekend Pay (\$/Hour)
			Differ. (\$/Hour)		
18699	REHABILITATION COUNSELOR 2	\$1.50	\$2.25	\$3.75	\$1.50
18702	RESPIRATORY CARE ASSISTANT	\$1.75	\$2.50	\$4.00*	\$2.25
18693	SOCIAL WORK ASSISTANT 1	\$1.75	\$2.50	\$4.00*	\$2.25
18686	SPECIMEN PROCESSING TECHNICIAN	\$1.75	\$2.50	\$4.00*	\$2.25
18687	SPECIMEN PROCESSING TECHNICIAN LEAD	\$1.75	\$2.50	\$4.00*	\$2.25
18587	SUPPLY CHAIN TECHNICIAN 1	\$1.50	\$2.25	\$3.75	\$1.50
18617	SUPPLY CHAIN TECHNICIAN 1	\$1.50	\$2.25	\$3.75	\$1.50
18618	SUPPLY CHAIN TECHNICIAN 2	\$1.50	\$2.25	\$3.75	\$1.50
18588	SUPPLY CHAIN TECHNICIAN 2	\$1.50	\$2.25	\$3.75	\$1.50
18619	SUPPLY CHAIN TECHNICIAN LEAD 1	\$1.50	\$2.25	\$3.75	\$1.50
18589	SUPPLY CHAIN TECHNICIAN LEAD 2	\$1.50	\$2.25	\$3.75	\$1.50
18716	SURGICAL TECHNOLOGIST	\$1.75	\$2.50	\$4.00*	\$2.25
18621	UNIT SUPPLY TECHNICIAN 1	\$1.50	\$2.25	\$3.75	\$1.50
18622	UNIT SUPPLY TECHNICIAN 2	\$1.50	\$2.25	\$3.75	\$1.50
18623	UNIT SUPPLY TECHNICIAN LEAD	\$1.50	\$2.25	\$3.75	\$1.50
18624	UNIT SUPPLY INVENTORY CONTROL SPECIALIST	\$1.50	\$2.25	\$3.75	\$1.50

*\$4.00/hour for 0-30 per pay period, \$6.00/hour for standby hours over 30 per pay period

For the most current information regarding earnings types applicable to Health Care Professional/Technical classes, please refer to the [Employment Earnings Type Information](#).

Appendix III – Overtime Exempt Job Classifications

Job Code	Job Classification	Bargaining Unit Name
18526	INDUSTRIAL HYGENIST 2	WFSE CAMPUSWIDE
18530	RESEARCH TECHNOLOGIST 2- BIOENGR ONLY	WFSE CAMPUSWIDE

Job Code	Job Classification	Bargaining Unit Name
18653	INDUSTRIAL HYGENIST 2	WFSE HMC
18698	REHABILITATION COUNSELOR 1	WFSE HMC
18699	REHABILITATION COUNSELOR 2	WFSE HMC
18700	MENTAL HEALTH PRACTITIONER	WFSE HMC
18777	CUSTODIAN SUPERVISOR 2	WFSE CUSTODIAL SUPERVISORS
18726	MENTAL HEALTH PRACTITIONER CLINICAL SPECIALIST	WFSE HMC
18727	MENTAL HEALTH PRACTITIONER LEAD	WFSE HMC

Appendix IV – Layoff Seniority Units

Unit Number	Organization
1	Office of the President including: <ul style="list-style-type: none"> • Ombudsman’s Office • Assistant Attorney General’s Division
2	Applied Physics Laboratory
3	Provost’s Office including: <ul style="list-style-type: none"> • Vice Provost for Research • Vice Provost for the Graduate School • Vice President for Educational Outreach • Equal Opportunity Office • Undergraduate Academic Affairs • ROTC • UW Bothell • UW Tacoma • Environmental Health & Safety • Primate Center
4	Libraries (excluding Law Library)
5	Finance and Facilities: <ul style="list-style-type: none"> • Financial Management

Unit Number	Organization
6	Finance and Facilities: <ul style="list-style-type: none"> • Capital Projects • Facilities Services
7	Vice President for Computing
8	Vice President for Minority Affairs
9	Vice President for Student Affairs <ul style="list-style-type: none"> • Hall Health Vice President for University Advancement Intercollegiate Athletics Vice President for External Affairs
10	College of Arts and Sciences
11	College of Environment <ul style="list-style-type: none"> • Aquatic and Fishery Sciences • Oceanography • Earth and Space Sciences • Atmospheric Sciences • Forest Resources (Excluding Applied Physics Lab)
12	College of Engineering
13	College of Built Environments School of Law and Law Library Evans School of Public Affairs School of Social Work Foster School of Business College of Education
14	Health Sciences Administration
15	School of Dentistry School of Nursing School of Pharmacy School of Public Health and Community Medicine
16	University Medical Centers' Shared Services

Unit Number	Organization
17	Harborview Medical Center
18	University of Washington Medical Center
19	School of Medicine Vice President for Medical Affairs
20	Special Employment Programs

Appendix V – Pay Tables

- [Pay Table B0](#)
- [Pay Table BABB](#)
- [Pay Table BI](#)
- [Pay Table BK](#)
- [Pay Table BL](#)
- [Pay Table BM](#)
- [Pay Table BV](#)

For the most current information regarding this payscale table, please refer to the [UW Compensation Plan](#).

Appendix VI – Contracting Out Form

[Contracting out form](#)

Memoranda of Understanding and Side Letters

Memoranda of Understanding Between The Washington Federation of State Employees and The University of Washington

MOU – Anesthesiology Technician 1 Recruitment and Retention Increases

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following regarding recruitment and retention increases for the Anesthesiology Tech 1 classification:

Effective no more than forty-five (45) days following ratification and on the first available pay period as determined by the Employer.

- I. The job classification Anesthesiology Technician 1 (Job Code 18711) on Pay Table BABB at Pay Range 12 will be moved to Pay Table BABB at Pay Range 17.
- II. Temporary hourly employees must be paid within range minimum and range

maximum. If a temporary hourly employee's current rate falls below the new range minimum, their hourly rate will be increased to range minimum.

- III. All regular employees will be placed on the new pay range at the same step as their current step.
- IV. Employee progression start dates (PSDs) will not be impacted by placement on the new range.

This MOU will expire upon implementation.

MOU – Clinical Laboratory Technician Series Recruitment and Retention Increases

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following regarding recruitment and retention increases for the Clinical Laboratory Technician classification series:

Effective no more than forty-five (45) days following ratification and on the first available pay period as determined by the Employer.

- I. The job classification Clinical Laboratory Technician 1 (Job Code 18718) on Pay Table BV at Pay Range 30 will be moved to Pay Table BV at Pay Range 35.
- II. The job classification Clinical Laboratory Technician 2 (Job Code 18719) on Pay Table BV at Pay Range 36 will be moved to Pay Table BV at Pay Range 41.
- III. The job classification Clinical Laboratory Technician Lead (Job Code 18720) on Pay Table BV at Pay Range 46 will be moved to Pay Table BV at Pay Range 51.
- IV. Temporary hourly employees must be paid within range minimum and range maximum. If a temporary hourly employee's current rate falls below the new range minimum, their hourly rate will be increased to range minimum.
- V. All regular employees will be placed on the new pay range at the same step as their current step.
- VI. Employee progression start dates (PSDs) will not be impacted by placement on the new range.

This MOU will expire upon implementation.

MOU – Economic Discussion

During negotiations for the 2021-2023 successor agreement, the parties reached agreement on the following regarding wage discussions:

Upon mutual agreement, the parties agree to meet and discuss economic items for the fiscal year beginning July 1, 2022, by September 15, 2021, for submission to the Office of Financial Management by the October 1, 2021 deadline for inclusion in the Governor's supplemental mid-biennium budget. Any proposed increases will be contingent on a determination of financial feasibility by the Office of Financial Management, inclusion in the Governor's

budget with the state allocation being fully funded by the legislature. The employer may elect to bring economic proposals, which may include concessions, to the discussion.

MOU – Environmental Services Recruitment and Retention Increases

During re-opener negotiations for the 2021-2023 successor agreement, the parties agreed to the following regarding recruitment and retention increases for select Environmental Services classifications:

- I. Effective July 1, 2022, the classifications listed below will receive the following recruitment and retention increases.

Job Code (reg) Code	Job Code (temp)	Job Title	FROM		TO	
			Table	Range	Table	Range
18536	20803	CARPET CLEANER	BI	33	BI	35
18532	20799	CUSTODIAN	BI	31	BI	33
18658	20879	CUSTODIAN	BI	31	BI	33
18533	20800	CUSTODIAN LEAD	BI	35	BI	37
18659	20880	CUSTODIAN LEAD	BI	35	BI	37
18776	20957	CUSTODIAN SUPERVISOR 1	BI	41	BI	43
18777, 17846	20958	CUSTODIAN SUPERVISOR 2	BI	45	BI	47
18543	20810	MAINTENANCE CUSTODIAN 1	BI	33	BI	35
18665	20885	MAINTENANCE CUSTODIAN 1	BI	33	BI	35
18534	20801	WINDOW WASHER 1	BI	33	BI	35
18660	20881	WINDOW WASHER 1	BI	33	BI	35
18544	21244	WINDOW WASHER 2	BI	41	BI	43
18664	21875	WINDOW WASHER 2	BI	41	BI	43
18535	20802	WINDOW WASHER LEAD	BI	43	BI	45
18661	20882	WINDOW WASHER LEAD	BI	43	BI	45
18778	21878	WINDOW WASHER SUPERVISOR	BI	46	BI	48

- II. All regular employees will be placed on the new pay range at the same step as their current step (approximately a 5% increase)
- III. Employee progression start dates (PSDs) will not be impacted by the placement on the new range.

This MOU will expire upon implementation.

MOU – Facilitated Mediation Re: Multi-Campus Floating

To address census fluctuations while supporting a healthy work environment for our staff, increase recruitment and retention through growth opportunities, and ensure quality patient care, the parties agree to request facilitated mediation from PERC within ninety (90) days of ratification to develop a tiered floating tool. The goal would be to create an equitable and effective method of responding to changes in staffing needs across all three (3) hospitals (HMC, UWMC-ML and UWMC-NW). The parties commit to meeting at least monthly with the facilitator/mediator, for up to 12 months, to fully discuss and work together to develop a process. Participants would be provided paid release time, if applicable, to attend each session. Up to four (4) bargaining unit members from HMC may attend each session.

Goals of the floating tool:

- Build the skill and competency of staff through development opportunities.
 - Build a tiered float system that compensates staff depending on availability, competency, assigned location, clinical groupings, and level of support needed.
- Increase recruitment and retention of employees as they will have increased development and growth opportunities. Enable staff to see growth opportunities within UW Medicine instead of seeking those elsewhere.
- Ability to address high/low census across UW Medicine.
- Increase staff satisfaction and patient care across UW Medicine.

MOU – Food and Nutrition Services Recruitment and Retention Increases

During re-opener negotiations for the 2021-2023 successor agreement, the parties agreed to the following regarding recruitment and retention increases for select Food and Nutrition Services classifications:

- I. Effective July 1, 2022, the classifications listed below will receive the following recruitment and retention increases.

Job Code (reg) Code	Job Code (temp)	Job Title	FROM		TO	
			Table	Range	Table	Range
17024	20312	FOOD SERVICE SUPERVISOR 1-HMC	B4	42	B4	44
18774	21687	FOOD SERVICE SUPERVISOR 1-UWMC	BI	42	BI	44
17025	20313	FOOD SERVICE SUPERVISOR 2-HMC	B4	44	B4	46

Job Code (reg) Code	Job Code (temp)	Job Title	FROM		TO	
			Table	Range	Table	Range
18775	21688	FOOD SERVICE SUPERVISOR 2-UWMC	BI	44	BI	46
18510	20782	FOOD SERVICE WORKER 1	BI	28	BI	30
18644	20866	FOOD SERVICE WORKER 1	BI	28	BI	30
18511	20783	FOOD SERVICE WORKER 2	BI	30	BI	32
18645	20867	FOOD SERVICE WORKER 2	BI	30	BI	32
18518	21240	FOOD SERVICE WORKER 3	BI	35	BI	37
18505	20777	COOK	BI	33	BI	35
18641	20863	COOK	BI	33	BI	35
18642	20864	COOK LEAD	BI	35	BI	37
18506	20778	COOK LEAD	BI	35	BI	37

- II. All regular employees will be placed on the new pay range at the same step as their current step. a step that is the closest to but not less than the value of their current step. (approximately a 5% increase)
- III. Employee progression start dates (PSDs) will not be impacted by the placement on the new range.

MOU – HMC and UWMC EVS Custodians Weekend Premium

During negotiations for the 2021-2023 successor agreement, the parties reached agreement on the following regarding the Weekend Premium for Environmental Services (EVS) Department Custodians at HMC and UWMC.

- I. Employer will maintain the following until June 30, 2022:
 - A. UWMC will not mandate schedule changes to require weekend work for current custodial employees hired before October 14, 2018 in UWMC EVS. Employees hired after October 14, 2018 (the date of Union notification of the new schedule) working the every other weekend schedule will continue to do so. Upon ratification the Employer may seek volunteers from the pool of current custodial employees in UWMC EVS to move to the every other weekend schedule – a two week schedule which includes alternating weekend work and an 8/80 work period.
 - B. Permanent UWMC EVS custodians and UWMC EVS Custodian Supervisors who work weekend hours as part of their regularly scheduled work week will receive a one dollar and fifty cents (\$1.50) weekend premium for all regular hours worked

on a weekend. No volunteer custodial employees will move to the every other weekend schedule before the weekend premium pay is in effect.

II. Effective July 1, 2022:

A. **Weekend Pay.** All hours worked on weekends (defined as Saturday and Sunday) by employees in the following classifications at Harborview Medical Center and UW Medical Center-Montlake Campus shall include a weekend pay premium of one dollar and fifty cents (\$1.50): Custodian, Custodian Lead, Custodian Supervisor 1, Custodian Supervisor 2.

III. Other Considerations:

- A. Between July 1, 2021 and June 30, 2022, the parties will meet at least three times to discuss scheduling options for adequate weekend coverage. The Employer will provide a draft of the new weekend coverage schedule. The Union will present alternative schedules. The Parties will consider the impact of the schedule change to historically marginalized communities.
- B. Participation and release time will be accordance with Article 40 Mandatory Subjects.
- C. The Parties acknowledge that this agreement will serve as formal notice to the Union of the Employer's decision to change the schedule on July 1, 2022.
- D. If the parties reach an agreement on a weekend coverage schedule that is implemented before that July 1, 2022, the Weekend Pay provisions described in Section II (A) above will go into effect with the new schedule.

This agreement is not intended to be precedent setting.

MOU – Hospital Assistant Recruitment and Retention Increases

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following regarding recruitment and retention increases for the Hospital Assistant classification series:

Effective no more than forty-five (45) days following ratification and on the first available pay period as determined by the Employer.

- I. The job classification Hospital Assistant (Job Code 18576 and 18708) on Pay Table B0 at Pay Range 8 will be moved to Pay Table B0 at Pay Range 13.
- II. The job classification Hospital Assistant Lead (Job Code 18577 and 18709) on Pay Table B0 at Pay Range 15 will be moved to Pay Table B0 at Pay Range 20.
- III. Temporary hourly employees must be paid within range minimum and range maximum. If a temporary hourly employee's current rate falls below the new range minimum, their hourly rate will be increased to range minimum.

- IV. All regular employees will be placed on the new pay range at the same step as their current step.
- V. Employee progression start dates (PSDs) will not be impacted by placement on the new range.

This MOU will expire upon implementation.

MOU – Hospital Central Services Tech Recruitment and Retention Increases

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following regarding recruitment and retention increases for the Hospital Central Services Tech classification series:

Effective no more than forty-five (45) days following ratification and on the first available pay period as determined by the Employer.

- I. The job classification Hospital Central Services Tech Trainee (Job Code 18571, 18682, 20833, and 20899) on Pay Table B0 at Pay Range 5 will be moved to Pay Table B0 at Pay Range 26.
- II. The job classification Hospital Central Services Tech 1 (Job Code 18572, 18683, 20834, and 20900) on Pay Table B0 at Pay Range 10 will be moved to Pay Table B0 at Pay Range 31.
- III. The job classification Hospital Central Services Tech 2 (Job Code 18574, 18685, 20836, and 20902) on Pay Table B0 at Pay Range 19 will be moved to Pay Table B0 at Pay Range 40.
- IV. The job classification Hospital Central Services Tech Lead (Job Code 18573, 18684, 20835, and 20901) on Pay Table B0 at Pay Range 26 will be moved to Pay Table B0 at Pay Range 47.
- V. Temporary hourly employees must be paid within range minimum and range maximum. If a temporary hourly employee's current rate falls below the new range minimum, their hourly rate will be increased to range minimum.
- VI. All regular employees will be placed on the new pay range a step that provides at least a five percent (5%) increase.
- VII. Employee progression start dates (PSDs) will not be impacted by placement on the new range.

This MOU will expire upon implementation.

MOU – Hospital Central Services Technicians

During negotiations for the 2021-2023 successor agreement, the parties agreed to the following regarding Hospital Central Services Technicians in the Harborview and Campus Wide Bargaining Units.

- I. Hospital Central Services Technicians who obtain the Certified Registered Central Service Tech (CRCST) certification through the International Association of Healthcare Central Service Material Management (IAHCSMM) will be paid a one dollar (\$1.00) per hour premium for all hours in paid status.
- II. Employees will be eligible for the premium if:
 - A. The certification has been presented to and approved by management;
 - B. The employee continues to meet all educational and other requirements to keep the certification current and in good standing;
 - C. The employee is working in the area of certification.

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

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

MOU – Intermittent, Nonpermanent, and Represented Regular Temporary Employees

The parties have reached agreement on the following regarding Intermittent, Nonpermanent, and Represented Regular Temporary employees and appointments.

- A. Transition of employees:
 1. On August 1, 2022, the Employer will move all existing Represented Regular Temporary employees to new Intermittent, Nonpermanent Fixed Duration, or Nonpermanent Hourly positions. There will be no change to the position end date.
 2. On August 1, 2022, the Employer will convert all existing Fixed Duration positions to Nonpermanent Fixed Duration positions. There will be no change to the position end date, progression start date, time off service date, or company service date.
 3. All employees placed in the new appointment types will be placed on a salary step within the range for the classified title that is closest too but not less than their current rate of pay.
 4. Except for those converted under (2) above, the employee's company service

date, position entry date, progression start date and time off service date will be set as August 1, 2022.

- B. Once the employees described in Section A have been placed in Intermittent, Nonpermanent Hourly, or Nonpermanent Fixed Duration appointments, the Employer will sunset the usage of Represented Regular Temporary appointments as defined in WAC 357-04-045 for classifications represented by the Union with a sunset date of July 31, 2022.
- C. The parties agree that Intermittent, Nonpermanent Fixed Duration, and Nonpermanent Hourly employees are included in the WFSE bargaining units on the first day of the nonpermanent appointment.
- D. In August 2023, the Employer will provide the Union with data on the usage of intermittent, nonpermanent hourly, and nonpermanent fixed duration appointments. If requested, the parties will meet to discuss the data. At that time, the parties may agree to a shorter maximum duration for nonpermanent appointment through a limited memorandum of understanding.

MOU – Leave of Absence WFSE President

During negotiations for the 2021-2023 successor agreement, the parties reached agreement on the following regarding a leave of absence for an employee/union member elected to serve as an officer with the Union.

With as much notice as possible but no less than thirty (30) calendar days' notice, unless agreed otherwise, an employee accepting a position as a Union Officer will be granted leave without pay for up to thirty-six (36) months. For the purpose and application of this agreement, Union Officer means President or Vice President. For example, AFSCME/WFSE Council 28 President.

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

This agreement expires on June 30, 2023. However, if an employee is serving as either the President or Vice President of AFSCME/WFSE Council 28 on the expiration date of this agreement the terms and condition herein shall extend until the end of the thirty-six (36) month leave of absence.

MOU – Lump Sum Payment

During re-opener negotiations for the 2021-2023 successor agreement, the parties reached agreement on the following lump sum upon:

- A. Employees with an active permanent appointment and in pay status on July 1, 2022 shall receive a single one-time lump sum payment of eight hundred and fifty dollars (\$850) to each employee at or above a .60 FTE.
- B. Employees with an active permanent appointment and in pay status on July 1, 2022 shall receive a single one-time lump sum payment of five hundred (\$500) to each employee below a .60 FTE.

This MOU will expire upon implementation.

MOU – Medical Assistant Recruitment and Retention Increases

During re-opener negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following regarding recruitment and retention increases for the Medical Assistant classification series:

Due to emergency staffing needs, this MOU is effective October 1, 2021 or the first available pay period as determined by the employer after agreement:

- I. The job classification Medical Assistant (Job Code 18710 and 20923) on Pay Table BI at Pay Range 43 will be moved to Pay Table B0 at Pay Range 42.
- II. The job classification Medical Assistant Apprentice (Job Code 18697) on Pay Table BI at Pay Range 30 will be moved to Pay Table BI at Pay Range 32.
- III. All regular employees will be placed on the new pay range at the step that provides at least 5% increase.
- IV. After being placed on the new range all employees in the Medical Assistant classification will receive a one (1) step increase, not to exceed top step.
- V. Temporary hourly employees must be paid within range minimum and range maximum. If a temporary hourly employee's current rate falls below the new range minimum, their hourly rate will be increased to range minimum.
- VI. Employee progression start dates (PSDs) will not be impacted by placement on the new range.

This MOU will expire upon implementation.

MOU – Mental Health Practitioner Lead & Mental Health Practitioner Clinical Specialist – Standby Premium

The parties agreed to the following regarding standby:

- I. The Harborview Mental Health and Addiction Services (HMHAS) Department requires standby weekday evening and weekend coverage which is covered in part by the Mental Health Practitioner Lead and Mental Health Practitioner Clinical Specialist job classifications. Coverage hours are Monday-Friday from 5pm-7am, and from 5pm Friday to 7am Monday.

II. Within ninety (90) days of ratification, Mental Health Practitioner Lead and Mental Health Practitioner Clinical Specialist job classifications will become eligible for standby pay when required to restrict their off-duty activities in order to be immediately available for duty when called.

III. Standby pay will be paid at \$3.75 per hour in standby status. In addition to the pay received while on standby, an employee who returns to work will accrue compensatory time at the rate of one hour of compensatory time for every one hour worked when called in from standby.

IV. Off-duty standby assignments shall be determined in advance by supervision.

MOU – Multi-Campus Voluntary Standby Pool

With the goal of reducing the burden of required standby/call shifts, the Employer may create multi-campus voluntary standby (call) pool by classification. If applicable, the pool may include employees/members from different bargaining units and/or represented by different Unions. The classifications utilized for the voluntary standby (call) pool will be determined by the Employer. The Employer will develop a process for employees to sign up for the voluntary standby (call) pool for their classification. Employees may remove their name from the voluntary pool at any time. The Employer will utilize the voluntary standby (call) pool to fill standby shifts and/or to call employees into work at Harborview, UW Medical Center- Montlake, or UW Medical Center-Northwest as necessary. Regardless of where the employee is called to work, the employee's compensation will be based on the terms and conditions described in their home collective bargaining agreement.

MOU – Patient Care Technician Recruitment and Retention Increases

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following regarding recruitment and retention increases for the Patient Care Technician classification:

Effective no more than forty-five (45) days following ratification and on the first available pay period as determined by the Employer.

- I. The job classification Patient Care Technician (Job Code 18580) on Pay Table B0 at Pay Range 13 will be moved to Pay Table B0 at Pay Range 29.
- II. Temporary hourly employees must be paid within range minimum and range maximum. If a temporary hourly employee's current rate falls below the new range minimum, their hourly rate will be increased to range minimum.
- III. All regular employees will be placed on the new pay range at the step that provides at least 5% increase.
- IV. Employee progression start dates (PSDs) will not be impacted by placement on the new

range.

This MOU will expire upon implementation.

MOU – Respiratory Care Assistant Recruitment and Retention Increases

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following regarding recruitment and retention increases for the Respiratory Care Assistant classification:

Effective no more than forty-five (45) days following ratification and on the first available pay period as determined by the Employer.

- I. The job classification Respiratory Care Assistant (Job Code 18702) on Pay Table BABB at Pay Range 30 will be moved to Pay Table BABB at Pay Range 35.
- II. Temporary hourly employees must be paid within range minimum and range maximum. If a temporary hourly employee's current rate falls below the new range minimum, their hourly rate will be increased to range minimum.
- III. All regular employees will be placed on the new pay range at the same step as their current step.
- IV. Employee progression start dates (PSDs) will not be impacted by placement on the new range.

This MOU will expire upon implementation.

MOU – Public Record Requests and Privacy

During negotiations for the 2021-2023 successor agreement, the parties reached agreement on the following regarding Public Records Requests.

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

MOU – Salary Overpayment Recovery

During negotiations for the 2021-2023 successor agreement, the parties agreed to the following regarding 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 240 hours only) or Compensatory time balances
2. The employee may propose a payment schedule to repay the overpayment to the Employer. If the employee's proposal is accepted by the Employer, the deductions shall continue until the overpayment is fully recouped. Nothing in the section prevents the Employer and employee from agreeing to a different overpayment amount than specified in the overpayment notice or to a method other than a deduction from wages for repayment of the overpayment amount.
3. If the employee fails to choose one (1) of the four (4) options described above, within twenty (20) days of written notice of overpayment, the Employer will deduct the overpayment owed from the employee's wages or the amount due may be placed with a collection agency. This overpayment recovery will not be more than five percent (5%) of the employee's disposable earnings in a pay period. Disposable earnings will be calculated in accordance with the Attorney General of Washington's guidelines for Wage Assignments.
4. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.

C. Neither A nor B above are required for employee reported overpayments and/or employee corrected time including leave submittal corrections. All employee initiated overpayment corrections may be collected from the next available pay check.

D. Appeal Rights: Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 6 of this Agreement. The Employer will suspend attempts to collect an alleged overpayment until the grievance process has concluded.

MOU – Scholarship Fund for Medical Center Employees

During negotiations for the 2021-2023 successor agreement, the parties reached agreement

on the following regarding Scholarship Funds for SEIU 925- and WFSE-represented employees at Harborview Medical Center (HMC) and UW Medical Center (UWMC) for academic year 2021 and 2022, only.

In recognition of the commitment of HMC and UWMC to the delivery of excellent patient care as well as the enhancement of employees' professional skills, the Employer will provide annually a pool of up to a total of \$100,000 (maximum \$4,000.00 per employee) for SEIU 925- and WFSE-represented employees at Harborview Medical Center (HMC) and UW Medical Center (UWMC) to obtain a degree or certification required for employment in a healthcare field within the hospital where the employee works.

The parties agree to form two Committees, one at HMC and UWMC, and split the funding equitably with \$50,000 allocated to each medical center. Each Committee will be comprised of at least one management representative, one member from WFSE and one member from SEIU at HMC and one member from WFSE and one member from SEIU at UWMC. The Committee will be established to research the availability of funds and to recommend the policies and guidelines regarding fund disbursement to the Administration.

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

MOU – Surgical Technologists

During negotiations for the 2021-2023 successor agreement, the parties agreed to the following regarding Surgical Technologists at Harborview in WFSE Harborview Bargaining Unit and UW Medical Center in the SEIU 925 Healthcare Professional/Laboratory Technical Bargaining Unit.

In order to recognize the need for professional development, continuing education, and ongoing credentialing, and in accordance with the aforementioned agreement, the University agrees to implement the following for the 2021-2023 collective bargaining agreements:

- I. Surgical Technologists who obtain and maintain their Certified Surgical Technologist (CST) certification through the National Board of Surgical Technology and Surgical Assisting (HBSTSA) will be paid one dollar (\$1.00) per hour premium for all hours in paid status.

- II. Employees will be eligible for the premium if:
 - A. The certification has been presented to and approved by management;
 - B. The employee continues to meet all educational and other requirements to keep the certification current and in good standing;
 - C. The employee is working in the area of certification.

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

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

MOU – Surgical Technologists Recruitment and Retention Increases

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following regarding recruitment and retention increases for the Surgical Technologist classification:

Effective no more than forty-five (45) days following ratification and on the first available pay period as determined by the Employer.

- I. The job classification Surgical Technologist (Job Code 18716) on Pay Table BABB at Pay Range 49 will be moved to Pay Table BABB at Pay Range 54.
- II. Temporary hourly employees must be paid within range minimum and range maximum. If a temporary hourly employee's current rate falls below the new range minimum, their hourly rate will be increased to range minimum.
- III. All regular employees will be placed on the new pay range at the same step as their current step.
- IV. Employee progression start dates (PSDs) will not be impacted by placement on the new range.

This MOU will expire upon implementation.

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

During reopener negotiations for the 2021-2023 agreement, the parties reached agreement on the following regarding Pre-Scheduled Voluntary Double-Time at Harborview and UWMC-Montlake.

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

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

Temporary employees will not be eligible to volunteer for pre-scheduled double-time shifts until they have scheduled up to forty (40) hours in the week of the pre-scheduled double-time shift regardless of their FTE. Temporary employees must also work all scheduled hours in the week of the pre-scheduled double time shift in order to be compensated at double time for the shift(s). If they do not, they will be compensated at the appropriate rate of pay in accordance with Article 60 Regular Represented Temporary Employees.

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

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

Side Letter A – City of Seattle Minimum Wage

July 1, 2021

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

This side letter expires on June 30, 2023.

Side Letter B – HMC EVS Uniforms

January 28, 2021

The Employer will discontinue the use of the present black and grey polyester uniforms for Custodial staff as soon as possible, and no later than April 1, 2019. The Employer will replace discontinued uniforms with scrub uniforms of a cotton/polyester blend and clean at no cost to the employees.

Side Letter C – Patient Care Techs at UWMC-Montlake

July 1, 2021

Within the first six (6) months of the effective date of the CBA, the Employer will schedule a one (1) hour meeting with the Union and up to three (3) Patient Care Techs at UWMC-Montlake to discuss employee access to showers.

Side Letter D – Public Transportation Delays

July 1, 2021

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

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

This side letter will expire on June 30, 2023.

Side Letter E – Seattle Campus Custodian Parking

July 1, 2021

UW will apply the swing shift Single Occupancy Vehicle parking rate to employees in the following job classifications working on the UW Seattle campus with a 5:00 am to 1:30 pm shift: Custodian, Custodian Lead, and Maintenance Custodian 1.

This Side Letter expires on June 30, 2022.

Side Letter F – Tracking Discrimination and Bias

July 1, 2021

During negotiations for the 2021-2023 successor agreement, recognizing the University's long stated goals of diversity and inclusion, the parties agree to the following:

1. Annually the Employer will email all bargaining unit employees information regarding the availability and purpose of the University's bias incident reporting tool as an avenue to report incidents of suspected bias.
2. On an annual basis, the following groups will prepare an assessment report which will at a minimum include information quantifying reports of discrimination, harassment, and retaliation. An electronic copy of each report will be made available to the Union.
 - i. UCIRO
 - ii. Safe Campus
 - iii. Title IX Investigation Office
 - iv. UW Human Resources Campus Operations Investigations
 - v. UW Medical Centers Human Resources Operations Investigations
3. This side letter will expire on June 30, 2023.

Side Letter G – U-PASS

July 1, 2021

The parties agree to the following regarding U-PASS:

Effective July 1, 2021, employees in the bargaining unit will not be charged a fee for a U-PASS.

This Side Letter expires on June 30, 2023.

Side Letter H – UWHR Diversity Recruiter

July 1, 2021

Within one hundred fifty (150) days after ratification of the 2021-2023 agreement, the Employer will schedule two (2) meetings with the WFSE bargaining team and the UWHR Diversity Recruiter. Each meeting will be one (1) hour. If applicable, paid release time will be provided to the Union bargaining team for a thirty (30) minute pre-meet, the one (1) hour meeting, and a thirty (30) minute post meeting debrief.

Side Letter I – UW Seattle Campus Building Services Alternative Work Schedules

July 1, 2021

In accordance with Article 9.4 Work Schedules, Section 9.4(a)(2) Alternative Work Schedules, and Section 9.4(d), upon request from the Union, the parties will schedule a meeting to

discuss the possible implementation of an alternative schedule pilot for building services. In addition to potential alternative schedules, the discussion may include, but not be limited to, the following: crews and classifications, workload, team cleaning, open run assignments, zone assignments, work locations, shift start and end times, and holiday coverage. If the issue is unresolved after one meeting, either party may request an additional meeting in accordance with Article 43.12 Joint Union/Management Committees, Ad hoc.

This side letter expires on June 30, 2023.
