

Article XX. Preamble

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

Tentatively Agreed To:

For the Employer:

DocuSigned by: Banks Evans C5469E99932C427... Banks Evans Date: 9/26/2022

For the Union:

DocuSigned by: David Parsons 2CF7701799DD422... David Parsons Date: 9/26/2022

DocuSigned by: Max Friedfeld F8541F77FFF34F1... Max Friedfeld Date: 9/26/2022

DocuSigned by: Sam Sumpter 7D8725B192E74AD... Sam Sumpter Date: 9/26/2022

DocuSigned by: Abby Gambrell BE452B433C7C41D... Abby Gambrell Date: 9/26/2022

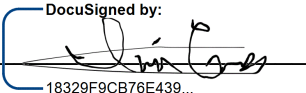
DocuSigned by: Anya Kalata D6716E9CF07047E... Anya Kalata Date: 9/26/2022


DocuSigned by: Deborah Nemens B2FC651F641D49D... Deborah Nemens Date: 9/26/2022

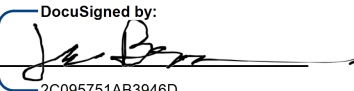
DocuSigned by: Stacey Wedlake 53E000B1315E46E... Stacey Wedlake Date: 9/26/2022

DocuSigned by: Katie Osterhage 03B309A126F34ED... Katie Osterhage Date: 9/26/2022

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

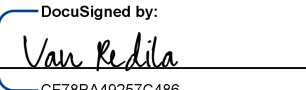
DocuSigned by:

Iván Cruz
Date: 9/26/2022

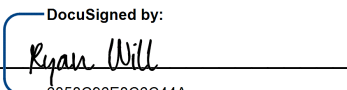
DocuSigned by:

Tricia Wu
Date: 9/26/2022

DocuSigned by:

Jai Broome
Date: 9/26/2022

DocuSigned by:

Joshua Yee
Date: 9/26/2022

DocuSigned by:

Van Redila
Date: 9/26/2022

DocuSigned by:

Ryan Will
Date: 9/26/2022

ARTICLE XX – CLASSIFICATION AND RECLASSIFICATION

XX.1. The Employer will allocate positions on a “best fit” basis to the most appropriate classification at the University of Washington. Classifications shall be based on a position’s duties, responsibilities, or qualifications.

XX.2. Reclassifications shall be based on a permanent and substantive change in the duties, responsibilities, or qualifications of a position and/or application of the professional exemption criteria set forth in RCW 41.06.070(2). In determining whether a reclassification is appropriate, the Employer shall evaluate these changes using process and documents that identify the positions duties, responsibilities, and qualifications, and may include the RSE Questionnaire, RSE Career Path Guidelines, and/or the Classification Specifications.

XX.3.

A. Should the Employer decide to create, eliminate or modify class specifications which does not involve a major restructure to the overall classification system, it will notify the Union in advance of implementing the action. Notification will include the bargaining unit status of the classification and, for a newly created or modified classification considered to be in the bargaining unit, a proposed salary. Notification will occur at least forty-five (45) days in advance of any proposed implementation date. The Union may bargain over the salary and impacts of the Employer’s decision.

B. All new Research Scientist/Engineer Assistant, 1, 2, 3 and 4 (RSE A-4) class specifications will be considered included in the bargaining unit, unless exempted by law as:

- 1) Executive employees, including all members of the governing board of each institution of higher education and related boards; all presidents and vice presidents; deans, directors, and chairs; and executive heads of major administrative or academic divisions;
- 2) Managers who perform any of the following functions:
 - a. Formulate, develop, or establish institutional policy, or direct the work of an administrative unit;
 - b. Manage, administer, and control a program, including its physical, financial, or personnel resources;
 - c. Have substantial responsibility for human resources administration, legislative relations, public information, internal audits and investigations, or the preparation and administration of budgets;
 - d. Functionally is above the first level of supervision and exercises authority that is not merely routine or clerical in nature and requires the consistent use of independent judgment;

- 40 3) Employees who, in the regular course of their duties, act as a principal
41 assistant, administrative assistant, or personal assistant to employees as
42 defined by (a) of this subsection;
43 4) Confidential employees;
44 5) Employees who assist assistant attorneys general who advise and
45 represent managers or confidential employees in personnel or labor
46 relations matters, or who advise or represent the state in tort actions.

47

48 UW HR will follow RCW 41.56.21 to determine whether a new classification is
49 prohibited by law from being in the bargaining unit. The Union may bargain over
50 the salary and impacts of the new bargaining unit classifications.

- 51 **C.** Nothing in this section shall be considered to be a waiver of the rights of either
52 party.

53

54 **XX.5. Position Review Process:**

55 **A.** The Employer or employee may request that a position be reviewed when the
56 requesting party believes that the basis of its request has become a permanent
57 requirement of the position. A position review requires a current performance
58 evaluation (completed within the previous twelve (12) months). Employees may
59 not request that a position be reviewed more often than once every six (6)
60 months.

61 **B.** The request must be complete and in writing on forms provided by the Employer.

62 **C.** The UWHR Compensation Office will investigate the position and issue a written
63 response within sixty (60) calendar days from receipt, by Human Resources, of
64 the completed request. The response will include notification of the class and
65 salary assigned when the position is reclassified, or notification of the reasons
66 the position does not warrant reclassification when the request is not approved.

67 **D.** The effective date of classifications or reclassifications initiated by the Employer
68 shall be determined by the Employer. The effective date of a reclassification
69 resulting from an employee request for position review will be established as the
70 1st or the 16th of the month which precedes the date that the completed request
71 was filed with UWHR Compensation Office or the employee's direct supervisor or
72 department, whichever date is earliest. The date of receipt must be appropriately
73 documented.

74

75

76

77

78

79

Tentatively Agreed To:

For the Union:

DocuSigned by: *Abby Gambrell* BE452B433C7C41D... 4/10/2023
DocuSigned by: *David Parsons* 2CF7701799DD422... 4/10/2023
DocuSigned by: *[Signature]* 18329F9CB76E439... 4/10/2023

For the Employer:

DocuSigned by: *Banks Evans* C5469E99932C427... 4/10/2023

DocuSigned by: *Katie Osterhag* 03B309A126F34ED... 4/10/2023
DocuSigned by: *Max Friedfeld* F8541F77FFF34F1... 4/11/2023
DocuSigned by: *[Signature]* 58C2AC000A8A44F... 4/10/2023

80

81

82

Article XX. Compensation

Section 1. General Provisions

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

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

- A. Effective October 1, 2023, all employees shall receive an across-the-board increase of four percent (4%).
- B. Effective November 1, 2024, all employees shall receive an across-the-board increase of three and a half percent (3.5%).
- C. Effective November 1, 2025, all employees shall receive an across-the-board increase of three and a half percent (3.5%).
- D. Effective April 1, 2026, all employees shall receive an across-the-board increase of one percent (1%).
- E. When an across-the-board increase coincides with the effective date of a promotion or reclassification date and/or a market or range adjustment, the across-the-board increase will be applied first.

Section 3. Salary Setting Upon Promotion or Reclassification to a Job Class with a Higher Salary Range

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

Section 4. Salary Setting Upon Lateral Movement

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

Section 5. Salary Setting Upon Movement to a Job Class with a Lower Salary Range

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

Section 6. Pay Increases

- A. In-grade Salary Adjustments. The Employer, at its discretion, may approve in-grade salary increases for any employee in the bargaining unit at any time, for the following reasons: a change in level of duties and responsibilities, meritorious performance with

1 increased level of functioning, , market competitiveness or retention, employment offer
2 or active recruitment from outside of the University, or internal equity.

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

7 C. Pay Exceeding Salary Range Maximum. The Employer may provide compensation to
8 individual employees at rates above the maximum for their job class upon request by
9 unit HR staff and approval by the UW HR Compensation Office.

10 **Section 7. Pay for Teaching**

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

20 **Section 8. Excess Compensation for Exceptional Circumstances**

21 Under exceptional circumstances overtime exempt positions may qualify for "excess
22 compensation" or "additional compensation" as determined by the employer for work that is not
23 part of a position's regular duties, and that is typically performed outside of the employee's
24 regular department. Excess compensation may not exceed twenty-five percent (25%) of the
25 employee's regular annual salary.
26

27 **Section 9. Temporary Pay/Salary Increase**

28 An employee who for ten (10) or more days is temporarily assigned additional duties may
29 receive a temporary pay increase of at least five percent (5%) over their current salary. The
30 temporarily assigned duties may be at the same level or at a higher level (i.e., duties belonging
31 to a job classification in a higher salary range). The pay increase will be retroactive to the first
32 day of working the additional duties.
33

34 **Section 10. Administrative Supplement**

35 An administrative supplement is a lump sum amount added monthly to an employee's gross
36 monthly salary to recognize the assumption of higher-level administrative responsibilities. Only
37 overtime exempt staff are eligible to receive administrative supplements.
38

39 **Section XX Sea and Remote Research Pay:**

40 In recognition of hardships imposed during the performance of duty in remote field locations, the
41 Employer may provide Sea and Remote Research pay (SRR) during a research cruise or trip.
42 SRR is only paid to employees in overtime exempt classifications when qualifying conditions are
43

1 met as determined by the Employer. SRR may be offered in the form of additional pay,
 2 equivalent time off, or a combination of the two, upon mutual agreement.

3 **Table 1. Job Classifications**

4
 5
 6

Job Code	Job Profile	Minimum (monthly)	Maximum (monthly)
XXXXX	Research Scientist/Engineer Assistant (NE S 5)	\$3,424	\$7,251
XXXXX	Research Scientist/Engineer 1 (NE S 6)	\$3,667	\$7,765
XXXXX	Research Scientist/Engineer 1 (E S 6)		
XXXXX	Research Scientist/Engineer 2 (NE S 7)	\$4,470	\$9,465
XXXXX	Research Scientist/Engineer 2 (E S 7)		
XXXXX	Research Scientist/Engineer 3 (E S 8)	\$5,218	\$11,051
XXXXX	Research Scientist/Engineer 3 (NE S 8)		
XXXXX	Research Scientist/Engineer 4 (E S 9)	\$6,467	\$13,694
XXXXX	Research Scientist/Engineer 4 (NE S 9)		
XXXXX	APL Research Scientist/Engineer Assistant (NE S 5)	\$3,424	\$7,251
XXXXX	APL Research Scientist/Engineer 1 (NE S 6)	\$3,667	\$7,765
XXXXX	APL Research Scientist/Engineer 1 (E S 6)		
XXXXX	APL Research Scientist/Engineer 2 (NE S 7)	\$4,470	\$9,465
XXXXX	APL Research Scientist/Engineer 2 (E S 7)		
XXXXX	APL Research Scientist/Engineer 3 (E S 8)	\$5,218	\$11,051
XXXXX	APL Research Scientist/Engineer 3 (NE S 8)		
XXXXX	APL Research Scientist/Engineer 4 (E S 9)	\$6,467	\$13,694
XXXXX	APL Research Scientist/Engineer 4 (NE S 9)		
XXXXX	APL Ocean Scientist Assistant (NE S 5)	\$3,424	\$7,251
XXXXX	APL Ocean Scientist 1 (NE S 6)	\$3,667	\$7,765
XXXXX	APL Ocean Scientist 1 (E S 6)		
XXXXX	APL Ocean Scientist 2 (NE S 7)	\$4,470	\$9,465
XXXXX	APL Ocean Scientist 2 (E S 7)		
XXXXX	APL Ocean Scientist 3 (E S 8)	\$5,218	\$11,051
XXXXX	APL Ocean Scientist 3 (NE S 8)		
XXXXX	APL Ocean Scientist 4 (E S 9)	\$6,467	\$13,694
XXXXX	APL Ocean Scientist 4 (NE S 9)		
XXXXX	APL Ocean Engineer Assistant (NE S 5)	\$3,424	\$7,251
XXXXX	APL Ocean Engineer 1 (NE S 6)	\$3,667	\$7,765
XXXXX	APL Ocean Engineer 1 (E S 6)		

XXXXX	APL Ocean Engineer 2 (NE S 7)		
XXXXX	APL Ocean Engineer 2 (E S 7)	\$4,470	\$9,465
XXXXX	APL Ocean Engineer 3 (E S 8)		
XXXXX	APL Ocean Engineer 3 (NE S 8)	\$5,218	\$11,051
XXXXX	APL Ocean Engineer 4 (E S 9)		
XXXXX	APL Ocean Engineer 4 (NE S 9)	\$6,467	\$13,694
XXXXX	APL Autonomous System Operations and Control Scientist Assistant (NE S 5)	\$3,424	\$7,251
XXXXX	APL Autonomous System Operations and Control Scientist 1 (NE S 6)		
XXXXX	APL Autonomous System Operations and Control Scientist 1 (E S 6)	\$3,667	\$7,765
XXXXX	APL Autonomous System Operations and Control Scientist 2 (NE S 7)		
XXXXX	APL Autonomous System Operations and Control Scientist 2 (E S 7)	\$4,470	\$9,465
XXXXX	APL Autonomous System Operations and Control Scientist 3 (E S 8)		
XXXXX	APL Autonomous System Operations and Control Scientist 3 (NE S 8)	\$5,218	\$11,051
XXXXX	APL Autonomous System Operations and Control Scientist 4 (E S 9)		
XXXXX	APL Autonomous System Operations and Control Scientist 4 (NE S 9)	\$6,467	\$13,694
XXXXX	APL Autonomous System Operations and Control Engineer Assistant (NE S 5)	\$3,424	\$7,251
XXXXX	APL Autonomous System Operations and Control Engineer 1 (NE S 6)		
XXXXX	APL Autonomous System Operations and Control Engineer 1 (E S 6)	\$3,667	\$7,765
XXXXX	APL Autonomous System Operations and Control Engineer 2 (NE S 7)		
XXXXX	APL Autonomous System Operations and Control Engineer 2 (E S 7)	\$4,470	\$9,465
XXXXX	APL Autonomous System Operations and Control Engineer 3 (E S 8)		
XXXXX	APL Autonomous System Operations and Control Engineer 3 (NE S 8)	\$5,218	\$11,051
XXXXX	APL Autonomous System Operations and Control Engineer 4 (E S 9)		
XXXXX	APL Autonomous System Operations and Control Engineer 4 (NE S 9)	\$6,467	\$13,694
XXXXX	APL Medical Scientist Assistant (NE S 5)	\$3,424	\$7,251
XXXXX	APL Medical Scientist 1 (NE S 6)		
XXXXX	APL Medical Scientist 1 (E S 6)	\$3,667	\$7,765
XXXXX	APL Medical Scientist 2 (NE S 7)		
XXXXX	APL Medical Scientist 2 (E S 7)	\$4,470	\$9,465
XXXXX	APL Medical Scientist 3 (E S 8)		
XXXXX	APL Medical Scientist 3 (NE S 8)	\$5,218	\$11,051
XXXXX	APL Medical Scientist 4 (E S 9)		
XXXXX	APL Medical Scientist 4 (NE S 9)	\$6,467	\$13,694
XXXXX	APL Medical Engineer Assistant (NE S 5)	\$3,424	\$7,251
XXXXX	APL Medical Engineer 1 (NE S 6)		
XXXXX	APL Medical Engineer 1 (E S 6)	\$3,667	\$7,765
XXXXX	APL Medical Engineer 2 (NE S 7)		
XXXXX	APL Medical Engineer 2 (E S 7)	\$4,470	\$9,465

Article XX. Contracting

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

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

Tentatively Agreed To:

For the Employer:

DocuSigned by:
Banks Evans

Banks Evans C5469E99932C427...
Date: 1/10/2023

For the Union:

DocuSigned by:
David Parsons

David Parsons CCF7701799DD422...
Date: 1/10/2023

DocuSigned by:
Max Friedfeld

Max Friedfeld F8541F77FFF34F1...
Date: 1/10/2023

DocuSigned by:
Sam Sumpter

Sam Sumpter F7D8725B192E74AD...
Date: 1/10/2023

DocuSigned by:
Abby Gambrell

Abby Gambrell BE452B433C7C41D...
Date: 1/10/2023

DocuSigned by:
Jai Broome

Jai Broome 2C095751AB3946D...
Date: 1/10/2023

DocuSigned by:
Katie Osterhage

Katie Osterhage 03B309A126F34ED...
Date: 1/10/2023

DocuSigned by:
[Signature]

18329F9CB76E439... I.C.

DocuSigned by:
[Signature]

58C2AC000A8A44F...

1
2
3
4
5
6
7
8
9
10
11
12
13
14

Iván Cruz
Date: 1/10/2023

Tricia Wu
Date: 1/10/2023

DocuSigned by:
Dave Wark

Dave Wark E4BFC9E54C894C2...
Date: 1/10/2023

Article XX. Corrective Action and Dismissal

Section 1.

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

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

~~2. Suspension is a University required cessation from work activities for a specified period of time, and includes loss of pay, access to University property and parking and library privileges.~~

~~3.2. A reduction in salary is a reduction to a lower salary without a change in rank or step. The amount and duration of the reduced salary shall be specified.~~

~~4.3. A demotion is a reduction to a lower rank or step job profile with a corresponding reduction in salary.~~

~~5.4. Dismissal is the termination of an Employee's position initiated by the University, when the University determines that the Employee's conduct or performance does not justify continuation.~~

5. Removal of Principal Investigator (PI) status and/or PI eligibility status.

6. The University may take ~~other additional~~ corrective action consistent with or required by extramural funding agency requirements.

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

Section 2. Representation.

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

1 The role of the Union representative in regard to an Employer-initiated investigation is to provide
2 assistance and counsel to the employee and not interfere with the Employer's right to conduct
3 the investigation. Employees and their representatives will cooperate in the investigation.
4

5 ~~Section 3. Notice of Intent~~

6 ~~1. The University shall provide a written notice of intent to the Employee prior to initiating~~
7 ~~the actions of suspension without pay, reduction in salary, or demotion. The notice of~~
8 ~~intent may be delivered to the Employee either in person, via email, or by placing the~~
9 ~~notice in the U.S. Mail, first class postage paid, addressed to the Employee at their last~~
10 ~~known address. Whether delivery is made in person, by email or by U.S. mail, the notice~~
11 ~~of intent shall contain a statement of delivery, email, or mailing indicating the date on~~
12 ~~which the notice of intent was personally delivered, emailed or deposited in the U.S.~~
13 ~~mail. Such date of personal delivery or deposit in the U.S. Mail, shall be presumed to be~~
14 ~~the date of issuance of the notice of intent.~~

15
16 ~~2. The University shall send a copy of the notice of intent to the union. The notice of intent~~
17 ~~shall state:~~

- 18 ~~a. the intended action, reasons for the action, and the proposed effective date;~~
19 ~~b. the basis for the intended action, including copies of pertinent materials~~
20 ~~supporting the intended action;~~
21 ~~c. the Employee's right to respond either orally or in writing within fifteen (15)~~
22 ~~calendar days of the date of issuance of the written Notice of Intent;~~
23 ~~d. the name of the person to whom the Employee should respond; and~~
24 ~~e. the Employee's right of representation, including representation by a union~~
25 ~~representative.~~

26 27 ~~Section 4. Response to Written Notice of Intent~~

28 ~~The Employee shall be entitled to respond, orally or in writing, to the notice of intent described~~
29 ~~above. Such response must be received within fifteen (15) calendar days from the date of the~~
30 ~~issuance of such notice of intent in accordance with instructions given by the University in the~~
31 ~~written notice of intent provided to the Employee. An Employee's representative may respond to~~
32 ~~the Notice of Intent on behalf of the Employee. The University shall review any timely responses~~
33 ~~received.~~

34 35 ~~Section 5. Notice of Action~~

36 ~~If the University determines to institute the corrective action or dismissal after reviewing a timely~~
37 ~~response, if any, the University shall issue a written notice of action to the Employee.~~

38
39 ~~Such notice shall specify the corrective action or dismissal action taken and its effective date,~~
40 ~~and the right to appeal the action in accordance with Article XX—Grievance Procedure. The~~
41 ~~notice of action may not include an action more severe than that described in the notice of~~
42 ~~intent. The University shall send a copy of the notice to the Union.~~

43

1 Section 6. Dismissal

2 Prior to dismissal, a pre-determination meeting will be scheduled to give an employee an
3 opportunity to make their case before the final decision is made. The employee has the right to
4 have a Union representative present at the pre-determination meeting which will not delay the
5 scheduled pre-determination meeting.

6
7 ~~No later than thirty (30) days prior to the proposed termination, the Supervisor shall provide the~~
8 ~~Employee and the Union a written summary of relevant facts, any policies violated and the basis~~
9 ~~for terminating the position. In cases involving misconduct, an Employee position may be~~
10 ~~terminated with less than thirty (30) days' notice.~~

11
12 ~~Upon request, the employee shall be entitled to any materials (such as an investigative report)~~
13 ~~that have been prepared, although confidential information and witness statements may be~~
14 ~~withheld. At least fifteen (15) days prior to the meeting, the employee will be informed in~~
15 ~~writing of the reasons for the contemplated dismissal and given referenced documentation. The~~
16 ~~information will include the date, time, and location/format for the pre-determination meeting and~~
17 ~~the day of notice will count as the first day.~~ The employee will be furnished with written
18 notification of the outcome of the pre-determination hearing.

19
20 Section 7.

21 An Employee who ~~is disciplined or discharged~~ receives corrective action or is dismissed shall be
22 entitled to file a grievance at the second step ~~for of~~ the grievance procedure. The Employee
23 shall have fourteen (14) calendar days from the date of the action to file a grievance.

24
25 Section 8. Administrative Leave

- 26 1. The University may place an employee on paid administrative leave without prior notice
27 in order to investigate allegations of misconduct, violations of policy, or dereliction of
28 duty that, in the judgment of the University, warrant immediately relieving the employee
29 from all work duties and/or require removing the employee from the premises.
- 30 2. The Union will be promptly notified when an employee is placed on paid administrative
31 leave.
- 32 3. Paid administrative leave is not corrective action.
- 33 4. At the conclusion of an investigation of an employee placed on administrative leave,
34 where the Employer elects not to take corrective action, the employee will be provided
35 with a notification that the investigation is completed and that no corrective action will be
36 imposed.
- 37 5. If no corrective action is taken, no record of administrative leave will be placed in the
38 employee's Official Personnel File.

39
40 Section 9. Record of Corrective Action

41 A copy of the corrective action shall be placed in the Employee's Official Personnel File. ~~The~~
42 ~~corrective action shall be included in any advancement review file in which the review period~~
43 ~~includes the conduct or performance at issue.~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

Tentatively Agreed To:

For the Employer:

DocuSigned by:

Banks Evans

Banks Evans C5469E99932C427...

Date: 2/7/2023

For the Union:

DocuSigned by:

David Parsons

David Parsons 58CF7701799DD422...

Date: 2/7/2023

DocuSigned by:

Max Friedfeld

Max Friedfeld F8541F77FFF34F1...

Date: 2/8/2023

DocuSigned by:

Iván Cruz

Iván Cruz 18329F9CB76E439...

Date: 2/7/2023

DocuSigned by:

Abby Gambrell

Abby Gambrell BE452B433C7C41D...

Date: 2/7/2023

DocuSigned by:

Tricia Wu

Tricia Wu 58C2AC00A8A44F...

Date: 2/8/2023

DocuSigned by:

Katie Osterhage

Katie Osterhage 03B309A126F34ED...

Date: 2/8/2023

DocuSigned by:

Jai Broome

Jai Broome 2C095751AB3946D...

Date: 2/7/2023

DocuSigned by:

Deborah Nemens

Deborah Nemens 997FC0D9AC314A7...

Date: 2/7/2023

1 **Article XX. Disability Accommodations Reasonable Accommodation of Employees with**
2 **Disabilities**
3

4 ~~Section 1.~~

5 ~~The University and the Union are committed to providing reasonable accommodation to~~
6 ~~employees with disabilities. The Employer and Union will comply with all relevant federal and~~
7 ~~state laws, regulations, policies, and executive orders.~~

8 ~~Section 2.~~

9 ~~Any medical information disclosed to the Employer will be kept confidential and stored~~
10 ~~separately from the employee's Official Personnel File (OPF).~~

11 ~~Section 3.~~

12 ~~Employees who would benefit from accommodations to perform essential functions of their~~
13 ~~position may request accommodations through the UW Disability Services Office (DSO), by~~
14 ~~contacting HR, or by speaking with a supervisor. This begins an interactive process:~~
15

16 ~~A. When an employee requests reasonable accommodation for a disability or the University~~
17 ~~has reason to believe that a reasonable accommodation is needed, the parties will~~
18 ~~engage in an interactive process, which is an ongoing dialogue between the employee,~~
19 ~~the employee's health care provider, and appropriate University representatives (e.g.,~~
20 ~~supervisor, departmental administrator, Principal Investigator, department or unit head,~~
21 ~~and/or DSO staff) about possible options for reasonably accommodating the employee.~~
22 ~~Options for reasonable accommodation may include, but are not limited to: assistive~~
23 ~~devices; modification of existing facilities; restructuring the job to eliminate non-essential~~
24 ~~job functions; and leaves of absence. At the request of the employee, a list of example~~
25 ~~accommodations will be provided. Both the University and the employee are expected to~~
26 ~~participate in the interactive process in good faith, which includes engaging in timely~~
27 ~~communications regarding possible reasonable accommodation. The employee may~~
28 ~~elect to have the Union represent them in this process.~~

29 ~~B.~~

30 ~~C. During this interactive process, the University, along with and the employee and their~~
31 ~~Union Representative, will jointly consider information related to: the essential functions~~
32 ~~of the job, the employee's functional limitations; possible accommodations; the~~
33 ~~reasonableness of possible accommodations; and issues related to the implementation~~
34 ~~of a reasonable accommodation. This information will be used by the University, along~~
35 ~~with the employee and their Union Representative, to jointly determine what, if any,~~
36 ~~reasonable accommodation(s) are available will be made (3B.1-4). If during this~~
37 ~~interactive process the University determines that an independent medical assessment~~
38 ~~is necessary, the University will pay for this examination.~~

39 ~~1. The University will consider reasonable accommodations that would enable the~~
40 ~~employee to continue (or resume) performing the essential functions of their job;~~
41 ~~this may include a temporary alternate assignment.~~

42 ~~2. If the employee cannot be reasonably accommodated in accordance with Section~~
43 ~~3B.1 above, the employee will be provided with a leave of absence as a~~
44 ~~reasonable accommodation as defined in 3B.3, and 3B.4, below. the University's~~
45 ~~Disability Leave policy: <https://hr.uw.edu/policies/disability-leave/>~~

3. ~~Disability leave may be a combination of the employee's accrued sick days, paid time off, personal holiday, compensatory time, and/or unpaid time off, the combination of which may be determined by the employee. The employee may also be entitled to Family and Medical Leave and/or Pregnancy Disability Leave.~~

1. ~~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.~~

X.1 Disability Accommodation

The University's disability accommodation interactive process is designed to explore reasonable accommodations for employees with medical conditions or disabilities. The Employer and Union will comply with all relevant federal and state laws, regulations, executive orders and the provisions of University of Washington Administrative Policy Statement 46.5 on Reasonable Accommodation of Employees With Disabilities. The University and the Union are committed to providing reasonable accommodation to employees with disabilities.

X.2 The University's Disability Services Office provides services to staff with disabilities, including accommodation advice and resources. Accommodations are provided on an individual basis and created in collaboration with the requesting employee, the appropriate University personnel, and the Disability Services Office.

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

X.3 Employees requesting accommodation must cooperate with the University in discussing the need for and possible form of any accommodation. ~~Accommodations are provided on an individual basis and created in collaboration with the requesting employee, the appropriate University personnel, and the Disability Services Office.~~ The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion at the Employer's expense. Medical information disclosed to the Employer will be kept confidential and stored separately from the employee's Official Personnel File (OPF). The University will respond to completed accommodation requests as soon as possible. The employee may elect to be accompanied by a Union representative.

X.4 ~~X.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.

1 XX.5 The Employer will determine whether an employee is eligible for a reasonable
2 accommodation and the final form of any accommodation to be provided.

3 Alternative Job Search: If an employee has exhausted all time off and leave options, the
4 University has determined that it is not possible to accommodate the employee in their current
5 position, and the employee has been released to work, the University will attempt to place the
6 employee in an open position under the following conditions and in accordance with DSO
7 procedures:

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

17 X.65 An employee who is unable to perform the essential functions of their position due to
18 disability may be separated from service after the Employer has made good faith efforts to
19 reasonably accommodate the employee's disability in accordance with applicable state and
20 federal law. The employee will be provided written notice of the disability separation. Disability
21 separation is not a corrective action.

22 ~~X.6 Disability Leave~~

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

29 X.7 Pregnancy Accommodation

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

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

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

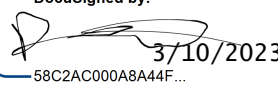
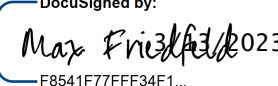
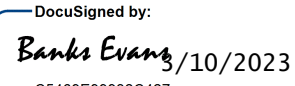
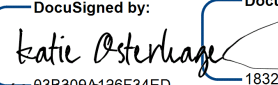
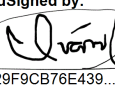
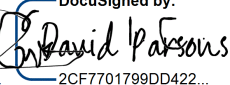
1 B. An employee's pregnancy or pregnancy-related health condition may also be accommodated
2 as follows:

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

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

14
15
16

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by:  3/10/2023 58C2AC000A8A44F...</p> <p>DocuSigned by:  3/10/2023 F8541F77FFF34F1...</p>	<p>For the Employer:</p> <p>DocuSigned by:  3/10/2023 C5469E99932C427...</p>
<p>DocuSigned by:  3/10/2023 33B309A126F34ED...</p> <p>DocuSigned by:  3/10/2023 18329F9CB76E439...</p> <p>DocuSigned by:  3/10/2023 2CF7701799DD422...</p>	

17
18
19
20

ARTICLE XX – DURATION

1
2
3
4
5
6
7
8
9
10
11
12
13
14

This Agreement shall become effective upon ratification by the Union and the Board of Regents, and remain in force through ~~June 30, 2026~~ ~~XXXX (three years from date of BOR ratification)~~; ~~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~~ Successor Agreement bargaining shall commence no later than XXXX (four months prior to the expiration date). ~~by notifying the other party in writing no sooner than XXXX, and no later than XXXX, to negotiate a new Agreement. Should such notice be served, bargaining shall commence at a time agreed upon by the parties.~~

Tentatively Agreed To:

For the Union:			For the Employer:
DocuSigned by: <i>Abby Gamble</i>	DocuSigned by: <i>David Parsons</i>	DocuSigned by: <i>[Signature]</i>	DocuSigned by: <i>Banks Evans</i>
BE452B433C7C419...	2CF7701799DD422...	18329F9CB76E439...	C5469E99932C427...
6/13/2023	6/13/2023	6/13/2023	6/13/2023
_____			_____

15
16

Article XX. 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.

Tentatively Agreed To:

For the Employer:

DocuSigned by:
Banks Evans

Banks Evans C5469E99932C427...
Date: 1/10/2023

For the Union:

DocuSigned by:
David Parsons

David Parsons 95F7701799DD422...
Date: 1/10/2023

DocuSigned by:
Max Friedfeld

Max Friedfeld F8541F77FFF34F1...
Date: 1/10/2023

DocuSigned by:
Sam Sumpter

Sam Sumpter 7D8725B192E74AD...
Date: 1/10/2023

DocuSigned by:
Abby Gambrell

Abby Gambrell BE452B433C7C41D...
Date: 1/10/2023

DocuSigned by:
Jai Broome

Jai Broome 2C095751AB3946D...
Date: 1/10/2023

DocuSigned by:
Katie Osterhage

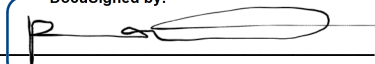
Katie Osterhage 03B309A126F34ED...
Date: 1/10/2023

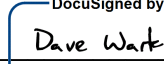
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17

DocuSigned by:

Iván Cruz
18329F9CB76E439...
Date: 1/10/2023

I.C.

DocuSigned by:

Tricia Wu
58C2AC000A8A44F...
Date: 1/10/2023

DocuSigned by:

Dave Wark
E4BFC9E54C894C2...
Date: 1/10/2023

Article XX. Employment

Section 1. Offer of Employment

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

A. Job title;

~~B. Full Time~~ Employment (FTE) percentage;

~~B.C.~~ Appointment type

~~C.D.~~ Supervisor's name;

~~D.E.~~ Department ~~or academic/researcher unit~~;

~~E.F.~~ Anticipated place of employment (location of worksite – e.g., main campus, remote location, medical center);

~~F.G.~~ Projected ~~minimum~~ employment length if known;

~~G.H.~~ Salary;

~~H.I.~~ A summary of benefits ~~including eligibility for participation in UW health and wellness benefits and the University of Washington Retirement Plans, as well as the requisite enrollment information~~;

~~J.~~ A statement that the Employee is exclusively represented by the UAW, ~~and the website address for the Union and the Agreement; and a link to the CBA.~~

~~I.K.~~ A statement that the University maintains individual personnel files and that the employee may access their files in accordance with the provisions of Article XX – Personnel Files;

~~L.~~ Name of a person to contact for information regarding the appointment (with contact information).

~~M.~~ Candidate acceptance line of terms and conditions.

~~N.~~ Overtime Exemption Status.

~~J.O.~~ Position Description which may will include a brief description of the anticipated research project(s) unless there are restrictions on disclosure.

~~Section 2. Notice of Employment~~

~~A notice of employment shall be provided no later than seven (7) days after the employment start date and shall include but not be limited to:~~

~~A.~~ Job title;

~~B.~~ Full Time Employment (FTE) percentage;

~~C.~~ Supervisor's name;

~~D.~~ Department or academic/researcher unit;

~~E.~~ Anticipated place of employment (location of worksite – e.g., main campus, remote location, medical center);

- 1 ~~F. A brief description of the anticipated research project(s);~~
- 2 ~~G. Projected minimum employment length as well as the long-term anticipated~~
- 3 ~~career path and length;~~
- 4 ~~H. Source of funding information for the position available to the University at the~~
- 5 ~~time of the employee's start date;~~
- 6 ~~I. Salary;~~
- 7 ~~J. A summary of benefits including eligibility for participation in UW health and~~
- 8 ~~wellness benefits and the University of Washington Retirement Plans, as well as~~
- 9 ~~the requisite enrollment information;~~
- 10 ~~K. A statement that the Employee is exclusively represented by the UAW, and the~~
- 11 ~~website address for the Union and the Agreement;~~
- 12 ~~L. Name of a person to contact for information regarding the appointment (with~~
- 13 ~~contact information);~~
- 14 ~~M. A statement that the University maintains individual personnel files and that the~~
- 15 ~~employee may access their files in accordance with the provisions of Article XX—~~
- 16 ~~Personnel Files;~~
- 17 ~~N. Links to the applicable collective bargaining agreement article(s) and procedures~~
- 18 ~~for performance evaluations and promotions.~~

19
20 A sample employment letter is appended to this Agreement as Appendix XX.

21
22
23
24 Tentatively Agreed To:

25
26 For the Employer:

27
28
29 DocuSigned by:

30 *Banks Evans*

31 _____
Banks Evans S5469E99932C427...

32 Date: 2/7/2023

33
34
35 For the Union:

36
37 DocuSigned by:

38 *David Parsons*

39 _____
David Parsons S7701799DD422...

40 Date: 2/7/2023


41 DocuSigned by:

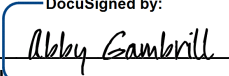
42 *Max Friedfeld*

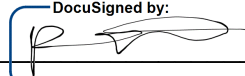
43 _____
Max Friedfeld F8541F77FF34F1...

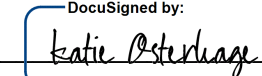
Date: 2/8/2023

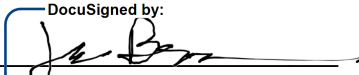
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

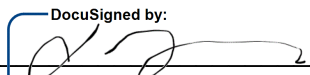
DocuSigned by:

Iván Cruz
18329F9CB76E439...
Date: 2/7/2023

DocuSigned by:

Abby Gambrill
BE452B433C7C41D...
Date: 2/7/2023

DocuSigned by:

Tricia Wu
58C2AC000A8A44F...
Date: 2/8/2023

DocuSigned by:

Katie Osterhage
03B309A126F34ED...
Date: 2/8/2023

DocuSigned by:

Jai Broome
2C095751AB3946D...
Date: 2/7/2023

DocuSigned by:

Deborah Nemens
997FC0D9AC314A7...
Date: 2/7/2023

ARTICLE XX – EXIT INTERVIEWS

Exit Interviews

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

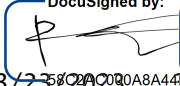
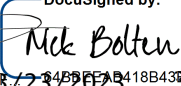
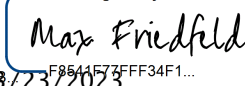

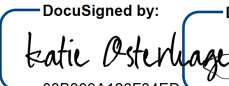
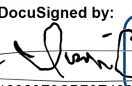

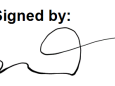
A. Joint Union/Management Committee: Exit interview questions are an appropriate topic for Joint Union/Management Committee meetings. The Employer and the Union may at any time initiate discussion of exit interview trends in Joint/Labor Management Committee meetings.

B. Confidentiality: Both the Employer and the Union will keep individual responses from their respective exit interviews anonymous and discuss only common themes.

Tentatively Agreed To:

For the Union:

For the Employer:

DocuSigned by:  3/23/2023	DocuSigned by:  3/23/2023	DocuSigned by:  3/23/2023	DocuSigned by:  3/23/2023
DocuSigned by:  3/23/2023	DocuSigned by:  3/23/2023	DocuSigned by:  3/24/2023	DocuSigned by:  3/23/2023

Article XX. Grievance Procedure

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

Section 1.

The parties recognize that disputes may occasionally arise concerning the terms and conditions of this Agreement and such disputes shall be resolved through this grievance procedure.

The Union and the Employer agree that it is in their best interest to resolve disputes at the earliest opportunity and at the lowest level. Whenever possible, disputes should be resolved informally prior to filing a formal written grievance. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes. If requested, a Union representative may be involved in those discussions. Resolutions from pre-grievance discussions, although final, shall not be precedential.

Section 2.

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

Time Limitations.

An extension of the time limitations as stipulated in the respective steps below, may be obtained by mutual consent of the parties. Failure of the Union to comply with the time limitations without a request of time extension shall constitute withdrawal of the grievance. Failure of the Employer to comply with the time limitations without a request for time extension shall move the grievance to the next step of the grievance procedure. 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.

Contents – The written grievance shall include the following information:

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

Section 3.

1 ~~The parties support the resolution of problems at the lowest possible level and to that end~~
2 ~~encourage informal discussions to resolve problems without the grievance procedure. Prior to~~
3 ~~initiating a grievance, the aggrieved party is encouraged to discuss the matter with the~~
4 ~~immediate supervisor. If requested, a Union representative may be involved in the discussion.~~
5 ~~Resolutions from pre-grievance discussions, although final, shall not be precedential.~~

6 7 ~~Section 4.~~

8 Filing and Processing

9 a. Filing A grievance must be filed within twenty-one (21) days of the occurrence
10 giving rise to the grievance, or the date the grievant knew or could reasonably have
11 known of the occurrence. Whenever possible the twenty-one (21) day period
12 should be used to attempt to informally resolve the dispute. The union steward or
13 staff representative will indicate when a discussion with the Employer is an attempt
14 to informally resolve a dispute.

15
16 b. Alternative Resolution Methods Any time during the grievance process, by
17 mutual consent, the parties may use alternative methods to resolve the dispute. If
18 the parties agree to use alternative methods, the time frames/limitations in this
19 Article are suspended. If the selected alternative method does not result in a
20 resolution, the Union may return to the grievance process and the time
21 frames/limitations resume. Any expenses and fees of alternative methods will be
22 shared equally by the parties.

23
24 **Steps of the Grievance Procedure.** All grievances shall be processed in accordance
25 with the following procedure. The Union may elect to skip Step One and file
26 grievances at Step Two. Upon mutual agreement, Step One, Two or Three may be
27 skipped. Grievances over dismissal will begin at Step Two.

28 29 Step One –

30 **Supervisor, Manager or Designee**

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

1 ~~Step One is optional; grievances may be filed and immediately proceed to Step Two. A~~
2 ~~grievance must be filed in writing by the Union to the Principal Investigator (PI) if applicable or~~
3 ~~first level supervisor, with a copy to the Assistant Vice President of Labor Relations. The~~
4 ~~grievance shall state the pertinent facts of the case with reasonable particularity, including the~~
5 ~~section(s) of the Agreement allegedly violated, and the remedy or desired outcome that is~~
6 ~~sought. The date of filing is the date the grievance is received at the Office of the Principal~~
7 ~~Investigator (PI) or first level supervisor.~~

8
9 ~~The grievance must be filed within twenty-one (21) calendar days from the occurrence of the~~
10 ~~events giving rise to the grievance, or from the time at which the aggrieved individual should~~
11 ~~reasonably have become aware of the grievance. The Principal Investigator (PI) or first level~~
12 ~~supervisor (or designee) shall meet with the grievant and the Union within fourteen (14)~~
13 ~~calendar days of receiving the grievance. The Principal Investigator (PI), first level supervisor,~~
14 ~~(or designee) shall issue a written response to the grievance within seven (7) calendar days of~~
15 ~~the meeting.~~

16
17 Resolutions at the First Step, although final, shall not be precedential.
18

19 Step Two – If a satisfactory resolution is not reached in Step One, said grievance may be
20 moved to the Step Two by filing the written grievance, including a copy of the Step One decision
21 to department head, designee, or to the next appropriate level of management and the Office of
22 Labor Relations within fifteen (15) calendar days after the decision from Step One. In the case
23 where Step One is bypassed, the grievance must be filed to Step Two within twenty-one (21)
24 calendar days from the occurrence of the events giving rise to the grievance or from the time at
25 which the aggrieved individual should reasonably have become aware of the grievance.

26
27 The date of the meeting will be mutually agreed upon within fifteen (15) calendar days after
28 notice of the filing at Step Two and when possible the meeting will take place within the
29 mentioned fifteen (15) calendar days. The grievant may be represented by a steward and a
30 Union staff representative. The University will be represented by the appropriate management
31 official(s) or designee(s), a representative from the Office of Labor Relations, and a Human
32 Resources Consultant, if desired by the University. The University will respond in writing within
33 thirty (30) twenty-one (21) calendar days after the meeting. If the Union bypasses Step One or is
34 not satisfied with the Step One response, it may appeal in writing within seven (7) calendar days
35 after receipt of the Step One decision, or in the case where Step One is bypassed, within
36 twenty-one (21) calendar days from the occurrence of the events giving rise to the grievance or
37 from the time at which the aggrieved individual should reasonably have become aware of the
38 grievance. The Step Two appeal shall be made to the Department Chair (or Dean if no
39 Department Chair), with a copy sent to the Assistant Vice President of Labor Relations. The
40 Union recognizes that the Chair or Dean may choose to designate other appropriate University
41 personnel to act as the University's representative for purposes of this Step Two. The Chair or
42 Dean (or designee) and the Assistant Vice President of Labor Relations (or designee) shall
43 meet with the Union and grievant within fourteen (14) calendar days of receiving the Step Two

~~1 appeal and issue a written response to the grievance within seven (7) calendar days of the
2 meeting. The requirement of a meeting may be waived by mutual agreement.~~

~~3
4 If a satisfactory settlement is not reached at Step Two, upon mutual agreement, the Employer
5 and the Union may request, within fourteen (14) calendar days, grievance mediation services of
6 the Public Employment Relations Commission (PERC). These services shall run concurrent
7 with Step Three and shall not prevent nor delay the scheduling of an arbitration meeting.~~

8
9 Step Three – Mediation and Arbitration. Grievance Mediation/Arbitration

10 If the grievance is not resolved at the Step Two, the Union may move the grievance to Step
11 Three by notifying the Employer in writing and filing file a request for mediation with the Public
12 Employment Relations Commission (PERC) in accordance with WAC 391-55-020, with a copy
13 to the Labor Relations Office within thirty (30) days of receipt of the Step Two decision. In
14 addition to all other filing requirements, the request must include a copy of the grievance and all
15 previous responses. The Employer will inform the Union, in writing, and PERC within thirty (30)
16 days of receipt of Mediation request if they are not in agreement. If those services are
17 unavailable on a timely basis, the parties may request a list of grievance mediators from the
18 Federal Mediation and Conciliation Service (FMCS) or other agreed upon mediation provider.
19 The cost of the mediation shall be borne equally by the Union and the University. The parties
20 will work on scheduling the mediation with the assigned PERC mediator while also identifying
21 the next arbitrator on the panel and scheduling the arbitration. If the grievance is resolved at
22 mediation the grievance will not proceed to arbitration.

23
24 The parties may mutually agree to skip the mediation portion of Step Three. The parties may
25 also mutually agree to delay scheduling the arbitration pending the outcome of the mediation.

26
27 Step Four: Arbitration. If a satisfactory settlement is not reached at the prior step, or the step
28 was skipped, either of the signatory parties to this Agreement may submit the grievance to
29 binding arbitration. Such submittal must be made within thirty (30) calendar days following the
30 written notice that the employer does not agree to Step Three (3) Mediation or the conclusion of
31 the prior step.

32
33 ~~1. In the event the parties are unable to resolve the grievance in Step Two, the matter may~~
34 ~~be appealed to an impartial arbitrator for resolution within fourteen (14) calendar days of~~
35 ~~receiving the Step Two decision. The submission of the matter to arbitration shall be~~
36 ~~provided to the Assistant Vice President of Labor Relations, and shall state the issue to~~
37 ~~be arbitrated, and the remedy that is sought.~~

38 2.1. Selection of an arbitrator.

- 39 a. The parties agree to mutually selectutilize an existing panel of five (5) arbitrators
40 under UW-UAW Collective Bargaining Agreements covering Academic Student
41 Employees and Postdoctoral Scholars, who will preside over complaints
42 appealed to arbitration.

~~b. In the event the parties are unable to mutually select a panel, the parties shall request a panel of Academy-qualified arbitrators from Washington or Oregon from the American Arbitration Association.~~

b. Either party may request that a panel member be removed provided a thirty (30)-day notice is given to the other party.

c. Changes to the panel members will apply to all three (3) UAW-UW collective bargaining agreements.

d. Grievances appealed to arbitration shall be rotated between the panel members, except that, in the event scheduling problems exist, either party may request that the panel member next scheduled may be passed over.

~~3.2.~~ Arbitration hearings shall be scheduled within 60 days of the appeal to arbitration whenever possible.

~~4.3.~~ The arbitrator shall conduct a hearing in accordance with the rules of the American Arbitration Association. The arbitrator shall render a decision on the grievance within thirty (30) days of the close of the hearing.

~~5.4.~~ The decision of the arbitrator shall be binding on all parties.

~~6.5.~~ The expenses and fees of the arbitrator, including cancellation fees, shall be shared equally by the Union and the University.

~~7.6.~~ The parties agree that the arbitrator shall not have the power or jurisdiction to render a decision that adds to, subtracts from, alters, amends or modifies in any way the terms and conditions of Agreement. The arbitrator shall have no jurisdiction or authority to substitute their judgment for any academic judgment made by the University.

~~8.7.~~ In disciplinary cases, the remedy available to the arbitrator shall not exceed making the employee whole for the remainder of the individual's appointment period.

~~9.8.~~ Each party shall bear its own fees and expenses in presenting its case, including the costs of legal representation.

~~The parties shall agree to Regularly Scheduled Arbitration Hearings as described below:~~

~~1. Arbitration hearings will be scheduled for every August, November, February, and May.~~

~~2. It is the intention of the parties that any grievance appealed to arbitration at least ninety (90) days prior to the date of a regularly scheduled arbitration be heard by the arbitrator at that hearing.~~

~~3. 45 days prior to the arbitration hearing, the parties will mutually agree upon the cases to be heard. Unless agreed by the parties, no case shall be deferred more than one regularly scheduled arbitration date.~~

~~4. By mutual agreement, the parties may expedite the proceedings.~~

~~5.—Any and all fees due to the arbitrator, including those for the cancellation and/or rescheduling or any arbitration, will be split by both parties regardless of fault.~~

~~Section 5.~~

~~Time Limits— Failure to file or appeal a grievance within the specified time periods shall constitute a waiver of the grievance, and the matter shall be deemed resolved. By mutual written agreement, the parties may extend any and all time limits.~~

~~Section 6.~~

~~The failure by the Employer to give a decision within the prescribed time limits under this Article shall permit the Union to proceed with the appeal to the next level. Notwithstanding this process, the Employer fully accepts its good faith obligation to process grievances, confer with grievant(s) and UAW representatives and issue written decisions in accordance with the procedure described above.~~

Tentatively Agreed To:

For the Union:

DocuSigned by: Abby Gambri
DocuSigned by: David Parson
DocuSigned by: [Signature]
BE452B433C7C41D... 2CF7701799DD422... 18329F9CB76E439...
4/10/2023 4/10/2023 4/10/2023

For the Employer:

DocuSigned by: Banks Evans
10/2023
C5469E99932C427...

DocuSigned by: Katie Oster
DocuSigned by: [Signature]
DocuSigned by: [Signature]
03B309A126F34ED... F8541F77FFF34F1... 58C2AC000A8A44F...
4/10/2023 4/11/2023 4/10/2023

18
19
20

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

Article XX. Health and Safety

Section 1.

In compliance with ~~campus~~ University health and safety policies and procedures, the University shall make reasonable efforts to maintain work practices, and work environments and, access to facilities which do not endanger the health or safety of employees. ~~in safe working condition the workplace and equipment required to carry out assigned duties.~~

Section 2.

The University shall provide personal protective equipment, equipment, first aid kits, materials, tools, information and training for all employees to promote and maintain safe work practices and environments. ~~in workplaces that involve the use of or exposure to hazardous materials or who work in a hazardous environment.~~

Section 3.

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

Section 4.

~~The University shall supply and maintain all equipment, tools and materials needed to carry out job duties safely.~~ The Employer shall provide at no cost to the employee, such medical tests, health examinations and surveillance/monitoring as may be required as a condition of employment and/or as a result of regulated hazards encountered after employment.

~~Section 5.~~

~~The University shall make reasonable effort to provide and maintain safe buildings and facilities. The University shall assess the hazards to which employees are exposed and provide appropriate personal protective equipment, including protective safety glasses where necessary.~~

~~Section 6.~~

~~The University shall make available training to all employees in first aid, CPR, use of fire extinguishers and disaster preparedness.~~

Section 7.

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

Section 8.

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

4
5 ~~Section 9.~~

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

13
14 Section 10.

15 ~~The University will provide training and equipment for staff to safely perform job functions and~~
16 ~~avoid injury.~~ Employees should contact their supervisor if job procedures, equipment or
17 University-owned or operated workstations lead to risk of injury or work-related musculoskeletal
18 disorders. Further ergonomic guidelines shall be referenced on the Environmental Health and
19 Safety website www.ehs.washington.edu. Employees have the option to request the University
20 of Washington Environmental Health and Safety to perform an ergonomic assessment of their
21 University-owned or operated ~~work station~~ workstation. The University does not provide
22 ergonomics assessments for non- University-owned or operated work environments. If
23 available, employees may choose to utilize established University outside consultants at a pre-
24 negotiated rate and at their own expense. Employees who are required to be remote and
25 whose official work location is their personal residence are encouraged to discuss their
26 equipment and ergonomic assessment needs with their supervisor. Employees who are
27 required to be remote and whose official work location is their personal residence may request
28 reimbursement for an ergonomic assessment performed by an established University outside
29 consultant. #

30
31 Section 11.

32 The University will periodically inspect ~~the~~ worksites owned and/or operated by the University
33 for the identification of recognized hazards, including ergonomic conditions, and put in place
34 appropriate and feasible mitigations for any identified conditions that may be hazardous to
35 health and safety. Such mitigations may include the use of engineering controls, administrative
36 controls, the use of personal protective equipment, and/or increased training. The organizational
37 unit will determine the appropriate frequency of the inspections and such frequency shall be an
38 appropriate topic for Union Management meetings.

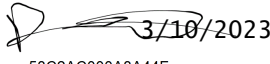

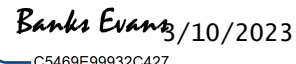
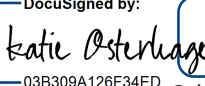
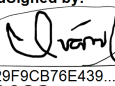
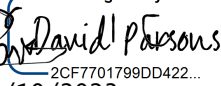
39 Section XX: University safety policy states that employees are responsible for using required
40 safety equipment, for following safe work practices, and for the safety of other employees and
41 students under their supervision.

42

43

44

Tentatively Agreed To:

For the Union:		For the Employer:	
DocuSigned by:  3/10/2023 58C2AC000A8A44F...	DocuSigned by:  Max Friedfeld 3/10/2023 F8541F77FFF34F1...	DocuSigned by:  Banks Evans 3/10/2023 C5469E99932C427...	
DocuSigned by:  Katie Osterhage 3/10/2023 03B309A126F34ED...	DocuSigned by:  Quinn 3/10/2023 18329F9CB76E439...	DocuSigned by:  David Parsons 3/10/2023 2CF7701799DD422...	

1
2

Article XX. Health Care Benefits Amounts

Section 1

A. For the 2021-2023 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected medical premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). The projected medical premium is the weighted average across all plans, across all tiers.

B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances.

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

Value-based benefits designs will:

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

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

Section 2

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

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

Section 3 Wellness

A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.

B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation.

Eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

Section 4 The PEBB Program shall provide information on the Employer sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.

Sections 1-4 above expire June 30, 2023

Section ~~4~~5.

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

Value-based benefits designs will:

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

D. Article XX.~~65~~4.B. will expire June 30, 2025.

Section ~~2~~6.

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

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

3 Section ~~37~~. Wellness

4 A. To support the statewide goal for a healthy and productive workforce, employees are
5 encouraged to participate in a Well-Being Assessment survey. Employees will be granted
6 work time and may use a state computer to complete the survey.

7 B. The Coalition of Unions agrees to partner with the Employer to educate their members on
8 the wellness program and encourage participation. Eligible, enrolled subscribers shall have
9 the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness
10 incentive in the form of reduction in deductible or deposit into the Health Savings Account
11 upon successful completion of required Smart Health Program activities. During the term of
12 this Agreement, the Steering Committee created by Executive Order 13-06 shall make
13 recommendations to the PEBB regarding changes to the wellness incentive or the elements
14 of the Smart Health Program.

15
16 Section ~~48~~.

17 The PEBB Program shall provide information on the Employer sponsored Insurance Premium
18 Payment Program on its website and in an open enrollment publication annually.
19

20 ~~Section 5. Medical Flexible Spending Arrangement~~

21 ~~A. During January 2024 and again in January 2025, the Employer will make available two~~
22 ~~hundred fifty dollars (\$250) in a medical flexible spending arrangement (FSA) account~~
23 ~~for each bargaining unit member represented by a Union in the Coalition described in~~
24 ~~RCW 41.80.020 (3), who meets the criteria in Subsection XX.5(B) below.~~

25 ~~B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made~~
26 ~~available for a Coalition bargaining unit employee who:~~

27 ~~1. Is occupying a position that has an annual full-time equivalent base salary of~~
28 ~~sixty thousand four dollars (\$60,000) or less on November 1 of the year prior to~~
29 ~~the year the Employer FSA funds are being made available; and~~

30 ~~2. Meets PEBB program eligibility requirements to receive the employer contribution~~
31 ~~for PEBB medical benefits on January 1 of the plan year in which the Employer~~
32 ~~FSA funds are made available, is not enrolled in a high deductible health plan,~~
33 ~~and does not waive enrollment in a PEBB medical plan except to be covered as~~
34 ~~a dependent on another PEBB non-high deductible health plan.~~

35 ~~3. Hourly employees' annual base salary shall be the base hourly rate multiplied by~~
36 ~~two thousand eighty-eight (2088).~~

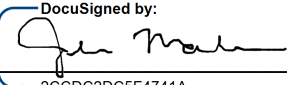
37 ~~4. Base salary excludes overtime, shift differential and all other premiums or~~
38 ~~payments.~~

39 ~~C. A medical FSA will be established for all employees eligible under this Section who do~~
40 ~~not otherwise have one. An employee who is eligible for Employer FSA funds may~~
41 ~~decline this benefit but cannot receive cash in lieu of this benefit.~~

~~D.A. 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.~~

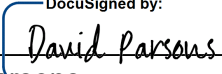
Tentatively Agreed To:

For the Employer:

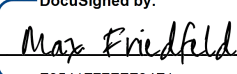
DocuSigned by:


Jennifer Mallahan
Date: 1/25/2023

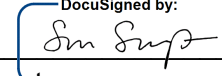
For the Union:

DocuSigned by:


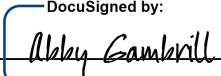
David Parsons
Date: 1/26/2023

DocuSigned by:


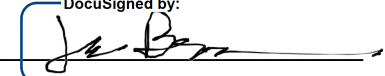
Max Friedfeld
Date: 1/30/2023

DocuSigned by:


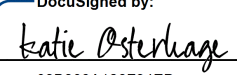
Sam Sumpter
Date: 1/30/2023

DocuSigned by:



Abby Gambrell
Date: 1/25/2023

DocuSigned by:


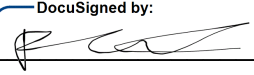
Jai Broome
Date: 1/26/2023

DocuSigned by:


Katie Osterhage
Date: 1/26/2023

DocuSigned by:


Iván Cruz

DocuSigned by:


Tricia Wu

1
2
3
4
5
6
7
8
9
10
11
12
13
14

Date: 1/25/2023

Date: 1/25/2023

DocuSigned by:

Dave Wark

Dave Wark E4BFC9E54C894C2...

Date: 1/25/2023

1 ARTICLE XX HIRING, PROMOTIONS, AND TRANSFERS
2

3 XX.1 Filling Positions. The University will determine when a position will be filled, the
4 appropriate type of appointment to be used when filling the position, and the training,
5 certification(s), security clearances, skills, abilities, and other requirements necessary to
6 perform the duties of the specific position within a job classification. The University can
7 fill a position on a full-time or part-time basis. It is the intent of the Employer to fill
8 vacancies as soon as possible within budgetary limitations and where replacements
9 are needed. The Employer will make the application process, necessary submittals,
10 and the essential skills of the vacant position clear to prospective applicants. It is the
11 responsibility of each employee seeking promotion or transfer to provide the Employer
12 with complete information regarding the employee's skills and qualifications relative to
13 the position sought.
14

15 XX.2 Core Duties and Other Assignments.

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

19 XX.3 Promotions/Transfers

20 A. Policy. It is the policy of the University to encourage job advancement and
21 promote from within.

22 B. Definitions.

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

25 1. Promotion– Movement to a position in a job class with a higher salary
26 range minimum that requires a competitive application process.

27 2. Transfer - Movement to a new position in the same classification.

28 3. Voluntary Demotion - Movement to a position with a lower salary minimum.
29 This article does not apply to employees who demote as the result of
30 corrective action.

31 C. The Employer will determine if applicants possess the essential skills
32 required of the position. Essential skills are the minimum qualifications listed
33 in the job description for the classification and any specific position
34 requirements. In accordance with applicable law, affirmative action goals will
35 be considered when filling vacancies.
36

37 XX.4 Movement Between Positions:

38 Employees who promote, transfer, or voluntarily demote into positions covered by this

The Employer reserves the right to withdraw this What-If proposal at any time, at its sole discretion and without penalty. If this what-if proposal is not accepted as written in its entirety and without modification from as described below, this proposal will be declared to be void and non-existent and the University will return to bargaining from its language proposed prior to this what-if proposal.

1 agreement, shall serve a Trial Service Period. Paid or unpaid leave taken during the ~~six~~
2 four (64) month Trial Service Period shall extend the length of the Trial Service Period
3 on a day-for-a-day basis for any day(s) that the employee takes paid time off, unpaid
4 time off, or shared leave, except for time off taken for military service. Either the
5 Employer or the employee may end the appointment by providing notice. During the
6 first month of the Trial Service Period, employees have preemptive rights to their former
7 position. After the first month but during remainder of trial service, employees who are
8 not staying in the new position shall have the option to revert to their former position if
9 it is still vacant or be placed on the rehire list.

10 XX.5 Employees shall receive reasonable paid release time for job interviews (which
11 may include sitting for an examination) at the University. Such time must be approved
12 in advance by the supervisor subject to unit staffing needs and funding restrictions.
13 Employees may also utilize vacation time off, compensatory time, or personal holiday.

14
15
16

Tentatively Agreed To:

For the Union:			For the Employer:
DocuSigned by: <i>Abby Gambrell</i> BE452B433C7C41D... 4/10/2023	DocuSigned by: <i>David Parsons</i> 2CE7704799DD422... 4/10/2023	DocuSigned by: <i>Jim Jones</i> 18329E9CB76E439... 4/10/2023	DocuSigned by: <i>Banks Evans</i> C5469E99932C427... 4/10/2023
DocuSigned by: <i>Katie Osterud</i> 03B309A126F34ED... 4/10/2023	DocuSigned by: <i>Max Friedfeld</i> F8541F77FFF34F1... 4/11/2023	DocuSigned by: <i>[Signature]</i> 58C2AC000A8A44F... 4/10/2023	

17
18
19

The Employer reserves the right to withdraw this What-If proposal at any time, at its sole discretion and without penalty. If this what-if proposal is not accepted as written in its entirety and without modification from as described below, this proposal will be declared to be void and non-existent and the University will return to bargaining from its language proposed prior to this what-if proposal.

Article XX. Holidays

XX.1 Holidays. Bargaining unit employees shall not be required to work on the following holidays that occur during their employment, except as provided in this Article.

1. New Year’s Day
2. Martin Luther King, Jr. Day
3. Presidents’ Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veterans’ Day
9. Thanksgiving Day
10. Native American Heritage Day
11. Christmas Day

Holidays are prorated for part-time employees. To be paid for a holiday not worked, Employees must be in pay status for at least four (4) hours on the last regularly scheduled work day preceding the holiday. The Employer may designate other days or shifts to be observed in lieu of the above holidays.

XX.2 Holiday Pay Rules. The following applies to the holidays listed in this Article:

1. Full Time Employee.
 - a. When the holiday falls on the full time employee’s regularly scheduled work day and is worked, the employee will receive eight (8) hours of holiday credit. ~~If overtime eligible, and the employee is required to work, they will also receive a rate of one and one half times the employee’s hourly rate.~~
 - 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.
 - c. When the holiday falls on the employee’s regularly scheduled day off, the employee will receive eight (8) hours of holiday credit.
2. Part Time Employee.
 - a. When the holiday falls on the part time employee’s regularly scheduled work day and is worked, the employee will receive the prorated to full time number of hours of holiday credit. ~~If overtime eligible, and the employee is required to work, they will also receive a rate of one and one half times the employee’s hourly rate.~~
 - b. 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.

XX.3 Holiday Credit.

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


5 ~~2. Holiday Credit Cash Out. All holiday credit must be used by June 30th of each year. The
6 employee's holiday credit balance will be cashed out every June 30th or when the
7 employee leaves University employment for any reason. The employee's holiday credit
8 balance may be cashed out when the employee transfers to a position in another
9 department.~~

10
11 **XX.4. Personal Holiday**

- 12 1. Each employee may select one personal holiday each calendar year in accordance with
- 13 the following:
 - 14 a. The employee has been continuously employed by the University for more than
 - 15 four (4) months;
 - 16 b. The employee has requested and been approved to take the personal holiday in
 - 17 accordance with Article XX Time Off and Leave.
- 18 2. It is the employee's responsibility to schedule the Personal Holiday before December
- 19 31st. If not requested it is forfeited.
- 20 3. Entitlement to the holiday will not lapse when it is canceled by the Employer and cannot
- 21 be rescheduled before December 31st.
- 22 4. Full-time employees shall receive eight (8) hours of regular pay for the personal holiday.
- 23 5. Part-time employees shall be entitled to a pro-rated number of paid hours on a Personal
- 24 Holiday based on their FTE.


25
26
27 Tentatively Agreed To:

28
29 For the Employer:


30
31
32 DocuSigned by:


 Banks Evans C5469E99932C427...
 Date: 2/7/2023

36
37
38 For the Union:

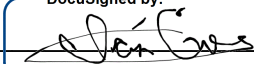
39
40 DocuSigned by:


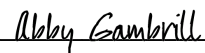
 David Parsons CF7701799DD422...
 Date: 2/7/2023

41 DocuSigned by:


 Max Friedfeld F8541F77FFF34F1...
 Date: 2/8/2023

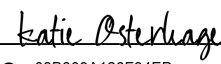
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

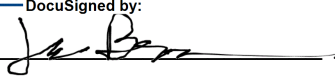
DocuSigned by:

Iván Cruz
18329F9CB76E439...
Date: 2/7/2023

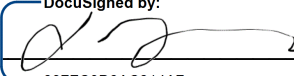
DocuSigned by:

Abby Gambrill
BE452B433C7C41D...
Date: 2/7/2023

DocuSigned by:

Tricia Wu
58C2AC000A8A44F...
Date: 2/8/2023

DocuSigned by:

Katie Osterhage
03B309A126F34ED...
Date: 2/8/2023

DocuSigned by:

Jai Broome
2C095751AB3946D...
Date: 2/7/2023

DocuSigned by:

Deborah Nemens
897FC0D9AC314A7...
Date: 2/7/2023

Article XX: Hours of Work

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

1. Hours of Work and Regular Work Schedules

A. Definitions

- 1. Full-time Employee. An employee regularly scheduled to work forty (40) hours per workweek.
- 2. Part-time Employee. An employee regularly scheduled to work less than forty (40) hours per workweek.
- 3. Workweek. A regularly recurring period consisting of seven (7) consecutive twenty-four (24) hour periods that begins Monday, 12:00 a.m. and ends the following Sunday at 11:59 p.m.

~~B. The typical work schedule will fall between Monday and Friday, 8:00 am to 6:00 pm Seattle time (PST) or alternative flexible time frames.~~

~~C. No employee will typically be required to work more than five (5) consecutive days in a Workweek.~~

~~D. The regular work schedule will normally include two (2) consecutive scheduled days off.~~

B. The Employer determines an Employee's regular work schedule.

C. Employees may request and be granted alternative work schedules as determined by the Employer, based on personal or family needs and such requests will be approved by the Employer, subject to work needs. The Employer will consider employees' personal and family needs.

D. Temporary FTE Reductions and Increases: The Employer may temporarily increase or decrease the FTE of an employee with a minimum of fourteen-thirty (30/4) days' notice. The Employer and employee may mutually agree to less than thirty (30) days' notice. A temporary increase or decrease is defined as one that lasts three (3) months or less. The temporary increase or decrease may be extended beyond three (3) months by mutual agreement between the supervisor and the employee. This section does not apply to employee initiated requests to increase or decrease FTE.

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

2. ~~Overtime Exempt Employees~~ SEE OVERTIME ARTICLE

~~A. Overtime exempt employees do not receive overtime compensation or compensatory time off. Overtime exempt employees may be required to work specific hours to provide services, including nights and weekends, when deemed necessary by the Employer.~~

~~B. Employees are expected to work to complete their job responsibilities, which sometimes may involve working extra hours.~~

~~C. An occasional partial day absence does not require the use of paid time off.~~

~~D. Employees not required to work during suspension of non-essential UW operations remain responsible for meeting work obligations despite the suspension of operations. If a suspension of operations lasts less than one work week, employees are not required to charge leave balances for time missed.~~

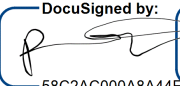
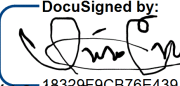
~~3. Overtime Eligible Employees~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

- ~~A. Work in excess of forty (40) hours in one (1) Workweek constitutes overtime for overtime eligible employees.~~
- ~~B. Overtime worked by eligible employees shall be compensated at a rate of one and one-half (1-1/2) times the employee's straight time hourly rate.~~
- ~~C. Overtime-eligible employees shall receive monetary payment as compensation for overtime worked; however, at the employee's request, compensatory time off at one and one-half (1-1/2) times the overtime hours worked may be granted in lieu of monetary payment.~~
- ~~D. Compensation paid to an employee for accrued compensatory time shall be paid at the regular rate earned by the employee at the time the employee receives such payment. Upon termination of employment or transfer, an employee will be paid for any unused compensatory time in accordance with the Fair Labor Standards Act.~~
- ~~E. Overtime-eligible employees not required to work during suspension of non-essential UW operations may telework if they are in a telework-eligible position or use any of the following options for work time missed:

 - ~~a. Accrued holiday credit~~
 - ~~b. Accrued compensatory time~~
 - ~~c. Vacation~~
 - ~~d. Personal holiday (full-day absence only)~~
 - ~~e. Unpaid time off~~
 - ~~f. Make-up time missed within 90 days~~
 If "make-up" hours result in the employee working more than 40 hours in a workweek (not including any approved leave), the employee must be compensated as described above in 3A-C. The amount of compensatory time earned by working make-up hours should not exceed the amount of time the employee missed during the period of suspended operations.~~

Tentatively Agreed To:

<p>For the Union:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p>DocuSigned by:</p>  <p>58C2AC000A8A44F...</p> <p>4/10/2023</p> </div> <div style="width: 30%;"> <p>DocuSigned by:</p> <p>Max Fried</p> <p>F8541F77FFF34F1...</p> <p>4/11/2023</p> </div> <div style="width: 30%;"> <p>DocuSigned by:</p> <p>Freddie Osterhage</p> <p>03B309A126F34ED...</p> <p>4/10/2023</p> </div> </div>	<p>For the Employer:</p> <div style="width: 100%;"> <p>DocuSigned by:</p> <p>Banks Evans</p> <p>C5469E99932C427...</p> <p>4/10/2023</p> </div>
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p>DocuSigned by:</p>  <p>8339F9CB76E439...</p> <p>4/10/2023</p> </div> <div style="width: 30%;"> <p>DocuSigned by:</p> <p>David Parsons</p> <p>2CF7701799DD422...</p> <p>4/10/2023</p> </div> <div style="width: 30%;"> <p>DocuSigned by:</p> <p>Abby Gambrell</p> <p>BE452B433C7C41D...</p> <p>4/10/2023</p> </div> </div>	

31

Article XX. Inclement Weather and Suspended Operations

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

Section 1. Inclement Weather

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

Section 2. Suspended Operations

If the University determines ~~it~~ it is advisable due to emergency conditions to suspend the operation of all or any portion of the institution, requiring only employees in performing designated as essential services to report to work the following will govern: Telework may be a feasible option both for employees in essential positions and for employees who would not normally work during a suspension of operations. Employees may telework during suspended operations as long as they have the advance written approval of their supervisor or manager. ~~Any employee who can successfully accomplish their work away from the worksite has the option to telework. Requests will not be unreasonably denied.~~

~~Employees who perform nonessential services are not required to report to work, but may telework if approved by the manager.~~ Employees who perform nonessential services who cannot telework during an operational suspension may request to use compensatory time, holiday credit, personal holiday, or vacation time off, if available. Employees who cannot telework and do not have available time off balances may request to use unpaid time off.

UW parking in unrestricted spaces shall be provided as available at no cost to the employee at each campus for which suspended operations have been declared for any staff member designated by their supervisor as essential. Restricted spaces include but are not limited to: disability stalls, time limited stalls, load/unload stalls, pay by space stalls (restricted to pay station parking), university vehicle stalls, metered stalls (restricted to pay meter parking) carpool stalls, UCAR Only staffs, electric vehicle charging stalls, motorcycle stalls, and department reserved stalls. Employees qualified to use a restricted space (for example disabled stalls) shall be able to use the appropriate space.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

Tentatively Agreed To:

For the Employer:

DocuSigned by:
Banks Evans

Banks Evans C5469E99932C427...
Date: 1/24/2023

For the Union:

DocuSigned by:
David Parsons

David Parsons 2CF7701799DD422...
Date: 1/25/2023

DocuSigned by:
Max Friedfeld

Max Friedfeld F8541F77FF34F1...
Date: 3/15/2023

DocuSigned by:
Iván Cruz

Iván Cruz 18329F9CB76E439...
Date: 1/24/2023

DocuSigned by:
Abby Gambrell

Abby Gambrell BE452B433C7C41D...
Date: 1/24/2023

DocuSigned by:
Tricia Wu

Tricia Wu 58C2AC000A8A44F...
Date: 1/24/2023

DocuSigned by:
Katie Osterhage

Katie Osterhage 03B309A126F34ED...
Date: 1/24/2023

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

Article XX. Joint Union Management Committee

Section 1. Committee Purpose and Membership.

A Joint Union-Management Committee is established to provide a forum for communications between the two (2) parties and to deal with matters of general Union/Employer concern. The committee's function will be limited to an advisory capacity and shall not include any decision-making or collective bargaining authority.

Committee membership shall consist of up to five (5) bargaining unit employees and a Union staff representative and ~~five (5) an equal number of~~ Employer representatives ~~to include the Assistant Vice President of Labor Relations or designee.~~

Section 2. Meetings.

If requested, meetings will be held ~~twice a year once an academic quarter (Autumn, Winter, Spring)~~ at mutually agreed upon times and on an ad hoc basis as needed.

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

Section 3. Limitations.

Committee meeting topics shall be limited to subjects of group rather than individual concern, and the committee shall not discuss grievances properly processed under Article XX Grievance Procedure of the Agreement. Further, it is not intended that this Article obligate in any way either party to negotiate on personnel matters covered in this Agreement or to alter, limit, restrict or reduce prerogatives of either party otherwise provided in this Agreement.

Tentatively Agreed To:

For the Employer:

DocuSigned by:
Banks Evans
Banks Evans C5469E99932C427...
Date: 9/26/2022

For the Union:

UAW-UW RSEA-4 CBA
Tentative Agreement

44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81

DocuSigned by:
David Parsons

David Parsons 2CF7701799DD422...
Date: 9/26/2022

DocuSigned by:
Max Friedfeld

Max Friedfeld F8541F77FFF34F1...
Date: 9/26/2022

DocuSigned by:
Sam Sumpter

Sam Sumpter 7D8725B192E74AD...
Date: 9/26/2022

DocuSigned by:
Abby Gambrell

Abby Gambrell BE452B433C7C41D...
Date: 9/26/2022

DocuSigned by:
Anya Kalata

Anya Kalata D6716E9CF07047E...
Date: 9/26/2022

DocuSigned by:
Deborah Nemens

Deborah Nemens B2FC651F641D49D...
Date: 9/26/2022

DocuSigned by:
Stacey Wedlake

Stacey Wedlake 433E000B1315E46E...
Date: 9/26/2022

DocuSigned by:
Katie Osterhage

Katie Osterhage 03B309A126F34ED...
Date: 9/26/2022

DocuSigned by:
Iván Cruz I.C.

Iván Cruz 18329F9CB76E439...
Date: 9/26/2022

DocuSigned by:
Tricia Wu

Tricia Wu 58C2AC000A8A44F...
Date: 9/26/2022

DocuSigned by:
Jai Broome

Jai Broome 2C095751AB3946D...
Date: 9/26/2022

DocuSigned by:
Joshua Yee

Joshua Yee A2B1FD53B308470...
Date: 9/26/2022

DocuSigned by:
Van Redila

Van Redila CF78BA49257C486...
Date: 9/26/2022

DocuSigned by:
Ryan Will

Ryan Will 6058C96E8C6C44A...
Date: 9/26/2022

1 **ARTICLE XX LAYOFF, REHIRE, SENIORITY**
2

3 I. Layoff.

4 Whenever it becomes necessary for the Employer to reduce its workforce due to lack of
5 work, lack of funds, or reorganization, the Employer shall use the following procedure.
6 The Employer shall identify the positions to be eliminated and the employee(s) affected
7 and shall notify employees and the Union in writing, at least ~~thirty (30)~~forty-five (45)
8 calendar days in advance of implementation. Whenever possible the Employer will
9 provide more than the minimum notice. The order of layoff for employees funded by
10 the same research project and working in the same job profile shall be on the basis of
11 specialized skill, knowledge, security clearance, or demonstrated ability essential to the
12 department, program, project, or unit as determined by the Employer. Where there is
13 no substantial difference between employees the order of layoff shall be by inverse
14 seniority.

15
16 II. Rehire Seniority.

17 A. Rehire Seniority is defined as the length of service in calendar days with the
18 University. Service of less than full time shall be considered full time. Calendar days
19 spent on layoff shall not be included in computing seniority except for cyclic year
20 positions, but does not constitute a break in service. Permanent employees who are
21 veterans or their unmarried widows/widowers shall have added to their seniority the
22 veteran's active military service to a maximum of five (5) years credit. Probationary
23 employees are not vested with seniority credits until successfully completing the
24 probationary period.

25
26 B. Rehire Seniority shall be lost following a break in service including resignation,
27 termination for cause, failure to return from a leave of absence, or expiration of rehire
28 rights.

29
30 III. Rehire.

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

40
41 B. Rehire Trial Period.

42 Employees placed into vacant positions from the rehire list will serve a six month rehire
43 trial period unless the appointing authority allows for a shorter duration upon placement
44 into the position. Employees with a rehire trial period of less than six (6) months may be
45 extended by the appointing authority. During the rehire trial period either party may, at
46 its sole discretion and without resort to the grievance procedure, initiate return to the
47 rehire list. Time spent in a rehire trial period will not count toward the twelve (12) month
48 rehire list period. ~~The six (6) month~~ Regardless of length, the rehire trial period will be

1 adjusted to reflect any paid or unpaid leave taken during the period.
2

3 C. Removal from Rehire List(s).

4 Removal from the rehire list(s) will occur for any of the following circumstances:
5

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

11
12 F. Diversity goals and recognition of extraordinary work performance may be considered
13 at any point during the layoff or rehire process.
14

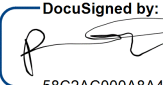

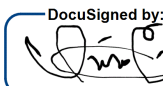
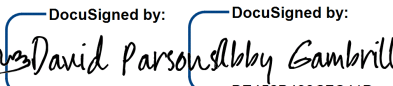
15 IV This article does not apply to emergency layoffs due to acts of nature, financial
16 emergencies, suspension of operations, or furloughs.
17

18 V Involuntary Permanent FTE Reduction.

19 An employee in a position that is not abolished but is permanently reduced in FTE status
20 by at least .5 FTE will be notified of the reduction in writing at least thirty (30) days prior
21 to the effective date. The An Employee in a position being reduced by at least .5 FTE will
22 have the choice of staying in the reduced position and/or being placed on the rehire list
23 described in Section III (A) above. The employee must exercise this choice within three
24 (3) working days of the notice with the notice counting as the first day.
25
26
27

Tentatively Agreed To:


For the Union:

DocuSigned by:  DocuSigned by:  DocuSigned by:  DocuSigned by: 

58C2AC000A8A44E F8541F77FF34F1 03B309A126F34ED... 18329F9CB76E439... 2CF7701799DD422... BE452B433C7C41D...

4/10/2023 4/11/2023 4/10/2023 4/10/2023 4/10/2023 4/10/2023

For the Employer:

DocuSigned by:  Banks Evans/10/2023
C6460E99032C427...

28
29
30

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE XX MANAGEMENT RIGHTS

A. Management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. Except as otherwise provided in this Agreement, the Union agrees that the University has the right to make and implement decisions relating to areas including but not limited to those enumerated below. ~~Although the University may upon request consult with the Union concerning the following areas, the University is not obligated to bargain with the Union as to such areas during the term of this Agreement.~~

B. Examples of the management rights ~~reserved solely to~~ the University ~~administration and its agents and officials~~ include, but are not limited to, the right:

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

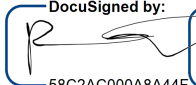


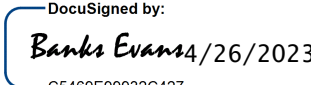
49
50
51
52
53
54
55
56
57
58
59
60

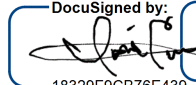

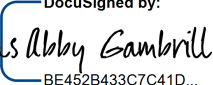
13. to determine and modify job classifications and job descriptions.

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

~~D. No action taken by the University with respect to a management right shall be subject to the grievance or arbitration procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.~~

Tentatively Agreed To:

For the Union:			For the Employer:
DocuSigned by:  58C2AC000A8A44F...	DocuSigned by:  F8541E77EEE34E1...	DocuSigned by:  03B309A126F34FD...	DocuSigned by:  C5469E99932C427
4/26/2023	4/26/2023	4/26/2023	4/26/2023

DocuSigned by:  18329F9CB76E439...	DocuSigned by:  2CF7701799DD422...	DocuSigned by:  BE452B433C7C41D...
4/26/2023	4/27/2023	4/26/2023

61
62

ARTICLE XX. NEW EMPLOYEE ORIENTATION

Section 1.

At least once per month, the Employer will offer a new employee orientation that will include a benefits orientation. The orientation will be offered by the Office of Professional and Organizational Development in coordination with the Benefits Office, and the Employer will require new employees with a primary work location of the Seattle main campus to attend.

Section 2.

A Union representative shall be allowed up to thirty (30) minutes with employees during the new employee orientation. Such release time will be subject to the operational needs of the department and does not count as time worked for the purposes of calculating overtime.

Section 3.

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

Section 4.

For employees hired into the bargaining unit who do not attend the orientation described above, within ninety (90) days of the employee's start date, the Employer ~~will notify the employee of the requirement to attend an orientation and~~ will provide the Union access to the employee during the employee's regular work hours to present information about the Union. This access will be provided at the employee's regular worksite, or at a location mutually agreed to by the Employer and the Union and will be allowed for up to thirty (30) minutes, for no less than thirty (30) minutes.

Tentatively Agreed To:

For the Employer:

DocuSigned by:


Banks Evans

Banks Evans C5469E99932C427...

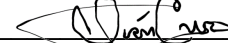
Date: 2/7/2023

For the Union:


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DocuSigned by:


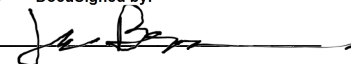
David Parsons
Date: 2/7/2023

DocuSigned by:



Iván Cruz
Date: 2/7/2023

DocuSigned by:



Tricia Wu
Date: 2/8/2023

DocuSigned by:


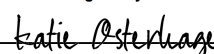
Jai Broome
Date: 2/7/2023

DocuSigned by:


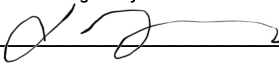
Max Friedfeld
Date: 2/8/2023

DocuSigned by:


Abby Gambrell
Date: 2/7/2023

DocuSigned by:


Katie Osterhage
Date: 2/8/2023

DocuSigned by:


Deborah Nemens
Date: 2/7/2023

1 **ARTICLE XX: NO STRIKES, NO LOCKOUTS**

2
3 **Section 1.**

4 The University and the Union acknowledge that this Agreement provides, through the
5 grievance procedure and through other administrative remedies, for an orderly
6 settlement of grievances or disputes which may arise between the parties. Accordingly,
7 the parties agree that the public interest requires the uninterrupted performance of all
8 University services and to this end pledge to prevent or eliminate any conduct contrary
9 to that objective. Therefore, during the life of the Agreement, the Employer shall not lock
10 out any of the employees as a result of a labor dispute or grievance or disputes on
11 personnel matters; nor shall the Union in any way authorize, assist, condone, participate
12 in, or lend support to any work stoppage, work slowdown or any other curtailment of
13 work in the bargaining unit.

14
15 **Section 2.**

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

21
22 **Section 3.**

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

26
27 **Section 4.**

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

31
32 **Section 5.**

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

35

36

37

38

39

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Abby Gambrell</i> BE452B433C7C41D... 4/26/2023</p> <p>DocuSigned by: <i>David Parsons</i> 2CF7701799DD422... 4/27/2023</p> <p>DocuSigned by: <i>[Signature]</i> 18329F9CB76E439... 4/26/2023</p> <p>DocuSigned by: <i>Katie Osterling</i> 03B309A126F34ED... 4/26/2023</p> <p>DocuSigned by: <i>Max Friedfeld</i> F8541F77FFF34F1... 4/26/2023</p> <p>DocuSigned by: <i>[Signature]</i> 58C2AC000A8A44F... 4/26/2023</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> C5469E99932C427... 4/26/2023</p>
---	--

1
2

ARTICLE XX – NON-DISCRIMINATION AND HARASSMENT

Section XX.1. Workplace Behavior.

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

~~Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. This behavior disrupts the workplace, the academic environment, and the University's ability to provide service to the public. Inappropriate behavior is defined in the UW Workplace Violence policy. <https://hr.uw.edu/policies/workplace-violence/>.~~

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

Section XX.2. Discrimination and Harassment.

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

~~Section XX.3. Retaliation.~~

~~EO 31 prohibits retaliation against any individual who reports concerns regarding discrimination or harassment, who cooperates with or participates in any investigation of allegations of discrimination or harassment, or retaliation or any individual who is perceived to have engaged in any of these actions.~~

Section XX.4. Harassment.

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

- A. It could reasonably be expected to create an intimidating, hostile or offensive work or learning environment, or

1 B. It has the purpose or effect of unreasonably interfering with an individual's
2 work or academic performance. Harassment is a form of discrimination.
3

4 **Section XX.5. Sexual Harassment.**

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

- 6 A. Unwelcome sexual advances, requests for sexual favors or other verbal or
7 physical conduct of a sexual nature by a person who has authority over the
8 recipient when:
9 a. Submission to such conduct is made either an implicit or explicit condition of
10 the individual's employment, academic status or ability to use University
11 facilities and services; or
12 b. Submission to or rejection of the conduct is used as the basis for a decision
13 that affects tangible aspects of the individual's employment, academic status
14 or use of University facilities; or
15 B. Unwelcome and unsolicited language or conduct that is of a sexual nature and
16 that is sufficiently severe, persistent or pervasive that it could reasonably be
17 expected to create an intimidating, hostile, or offensive working or learning
18 environment, or has the purpose or effect of unreasonably interfering with an
19 individual's academic or work performance. This also includes acts of sexual
20 violence, such as sexual assault and sexual exploitation.
21

22 **Section XX.3. Retaliation.**

23 EO 31 prohibits retaliation against any individual who reports concerns regarding
24 discrimination or harassment, who cooperates with or participates in any investigation of
25 allegations of discrimination or harassment, or retaliation or any individual who is
26 perceived to have engaged in any of these actions.
27

28 **Section XX.6.**

29 The University policy on Workplace Violence will be followed.
30

31 **Section XX.7. Complaints.**

32 A ~~discrimination~~ complaint may be filed as a grievance in accordance with Article ~~XX~~ of
33 this Agreement and/or ~~following the complaint procedures in APS 46.3 with the~~
34 ~~University Complaint Investigation and Resolution Office (UCIRO)~~. In cases where an
35 employee files both a grievance and an internal complaint regarding the alleged
36 discrimination, harassment or retaliation the grievance may be suspended for a fixed
37 period of time by agreement of the parties. The suspension of the grievance does not
38 prevent the parties from discussing or entering into a settlement agreement. Employees
39 may also file discrimination complaints with appropriate federal or state agencies. The
40 parties agree to encourage the filing of discrimination complaints through University
41 Complaint Investigation and Resolution Office (UCIRO).
42

43 **Section XX.8. Timeline.**

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

Section XX.9. Interim Measures.

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

Section XX.10. Representation.

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

Section XX.11. Diversity.

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

Section XX.12. Lactation.

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

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

Section XX.13. Bathroom Equity.

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

1

2

Tentatively Agreed To:

For the Union:

For the Employer:

DocuSigned by: Abby Gambrell
DocuSigned by: David Parsons
DocuSigned by: Ian Cruz
BE452B433C7C41B... 2CF7701799DD422... 18329F8CB76E439...
6/6/2023 6/13/2023 6/12/2023

DocuSigned by: Banks Evans
C5469E99932C427...
6/6/2023

DocuSigned by: Katie Osterwald
DocuSigned by: Max Friedfeld
DocuSigned by: [Signature]
03B309A126F34ED... F8541F77FFF34E1... 58C2AC000A8A44F...
6/12/2023 6/7/2023 6/6/2023

3

4

Article XX: OVERTIME

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

- 1. Overtime:
The federal Fair Labor Standards Act and the Washington State Minimum Wage Act govern which positions are as a matter of law exempt or non-exempt from overtime payment eligibility. Whenever overtime work is required, it must be approved in advance by the Employer.
- 2. Overtime Exempt Employees
 - A. Overtime-exempt employees do not receive overtime compensation or compensatory time off. Overtime-exempt employees may be required to work evenings, nights holidays, or weekends, when deemed necessary by the Employer.
 - B. Employees are expected to work to complete their job responsibilities, which sometimes may involve working beyond their normally scheduled hours.
 - C. An occasional supervisor-approved, partial-day absence does not require the use of paid time off.
- 3. Overtime Eligible Employees
 - A. Work in excess of forty (40) hours in a workweek constitutes overtime for overtime eligible employees. Only time worked shall be counted for the purpose of computing overtime compensation.
 - B. Overtime worked by eligible employees shall be compensated at a rate of one and one-half (1-1/2) times the employee's straight time hourly rate.
 - C. Overtime-eligible employees shall receive monetary payment as compensation for overtime worked; however, employees may request and be granted compensatory time off accrual at one and one-half (1-1/2) times the overtime hours worked in lieu of monetary payment.
 - D. Overtime work that is needed but not funded may be offered to, but not required of an employee, contingent on the employee's willingness to accept compensatory time instead of overtime payment.
 - E. Compensatory time must be used or paid for by June 30th of each fiscal year unless unfunded as described in Section G. The employee's unused compensatory time balance will be cashed out every June 30th or when the employee leaves University employment for any reason. The employee's compensatory time balance may also be cashed out if required by the timeline of the funding source(s) as determined by the Employer or when the employee:
 - 1) Transfers within their department to a position with different funding sources, or
 - 2) Transfers to a position in another department.
 - F. Compensation paid to an employee for accrued compensatory time shall be paid at the rate earned by the employee at the time the employee receives such payment.

1 G. Use of accrued compensatory time shall be approved by the employing official with
 2 consideration being given to the work requirements of the department and the wishes of
 3 the employee. Compensatory time off may be scheduled by the employing official during
 4 the final sixty (60) days of the fiscal year.
 5
 6
 7

Tentatively Agreed To:

For the Union:			For the Employer:	
DocuSigned by:  58C2AC000A8A4F...	DocuSigned by:  F8541F77FFF34F1...	DocuSigned by:  03B309A126F34ED...	DocuSigned by:  C5469E99932C427...	
6/6/2023	6/7/2023	6/12/2023		
DocuSigned by:  18329F9CB76E439...	DocuSigned by:  2CF7701799DD422...	DocuSigned by:  BE452B433C7C41D...		
6/12/2023	6/13/2023	6/6/2023		

8
9

Article XX. Performance Evaluations

Section 1. General Provisions

Supervisors or their designees will conduct performance evaluations and have performance evaluation meetings with the employees at least once per ~~calendar fiscal year~~annum, starting 2023, though employees may request evaluation more frequently. Performance evaluations are intended to help employees identify opportunities for professional growth and reinforce the importance of their contributions to the University. ~~shall not be used to initiate personnel actions or corrective action but~~ They may be referenced in subsequent corrective action. Plans for employee development ~~may include both employee and supervisor actions and~~ may consist of but not be limited to internal or external training, mentoring, and additional supervisory support. Evaluations shall be used to determine an employee's eligibility for promotion and/or salary adjustment. ~~Additional evaluations can be requested by the employee if job duties and/or performance changes call for position/salary adjustments.~~

Section 2. Performance Evaluation Information

Within sixty (60) calendar days of employment to a position, the employee's supervisor will meet with the employee to discuss how job duties are evaluated and provide the initial written performance expectations, ~~using the performance evaluation form described in Section 4.~~

~~The Employer will provide at least sixty (60) calendar days' notice to employees prior to the evaluation when modifications that substantively alter performance expectations are made. Minor modifications that do not substantively alter performance expectations require no notice. If the employee's performance goals or expectations have been changed over the course of the year, these changes should be documented in writing by the supervisor and provided to the employee. Annual performance evaluation may include goals or expectations that have been added within the last forty-five (45) days for the purpose of feedback and documentation.~~

Section 3. Performance Evaluation Process

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

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

The performance evaluation meeting shall include the following:

- review of the employee's job description, and making revisions if applicable;

- 1 ● assessing the employee's progress toward achieving project goals and objectives;
- 2 ● recognition of individual accomplishments and opportunities for growth;
- 3 ● ~~comments from faculty, students, clients, and peers as appropriate;~~
- 4 ● update of financial-salary funding circumstances which may impact the employee;
- 5 ● feedback from the employee on how the supervisor can support the employee's
- 6 professional goals.

- 7 ● Review of the current funding sources and known end dates as well as any potential
- 8 prospective funding sources and projected timelines which may impact the employee.

9 ~~The supervisor will communicate with the employee about performance problems as they occur,~~
 10 ~~and develop and document a joint plan for performance improvement.~~

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

14
 15 The final evaluation, with employee comments and supplemental documents attached, shall be
 16 signed by the supervisor and the employee. The employee will be provided a copy. The
 17 employee signature means that the employee has seen and is aware of the content of the
 18 evaluation, but does not necessarily mean that the employee agrees with the evaluation
 19 content.

20
 21 ~~The effective date of any promotion and/or salary adjustment resulting from a performance~~
 22 ~~evaluation shall be no later than ten (10) business days following signature on evaluation form.~~

23 24 Section 4. Evaluation Forms

25
 26 Performance evaluations ~~shall~~may be completed using the University Human Resources
 27 Performance Evaluation forms, provided form template in Appendix XX: Performance
 28 Evaluation Form.

29
 30 Performance evaluations forms will at a minimum include the following:

- 31 A. A copy of the current job description and previously established goals performed
 32 by the employee may be evaluated based on the following factors: A detailed
 33 description of current job duties/expectations performed by the employee to be
 34 filled out by the supervisor. Current job duties listed in description will be
 35 evaluated based on these factors:
 - 36 1. quality of work (e.g. competence, accuracy, neatness, thoroughness),
 - 37 2. quantity of work (e.g. use of time, volume of work accomplished, ability to
 - 38 meet schedules, productivity levels),
 - 39 3. job knowledge (e.g. degree of technical knowledge, understanding of job
 - 40 procedures and methods),
 - 41 4. working relationships (e.g. cooperation and ability to work with supervisor,
 - 42 co-workers, students, and clients served), and

5. leadership skills – if applicable (e.g. training and directing subordinates, delegation, evaluating subordinates, planning and organizing work, problem solving, decision making ability, ability to communicate).

~~5. The performance evaluation form may be supplemented with other forms and/or information if applicable.~~

B. Provision for employee’s comments/self assessment of job duties, achievements, other activities, and references.

~~C. Provision for identifying career advancement goals, including job duty changes required for position advancement, training, development plans, and other comments. The supervisor will also review the current funding sources and known end dates as well as any potential prospective funding sources and projected timelines with the employee.~~

~~D. Position evaluation to assess appropriate job title according to job duties detailed in Section A above.~~

~~E. Summary and recommendations~~

~~A. Based on the evaluation form and any supplemental information, the supervisor will make a determination if the employee is eligible for a promotion and/or salary adjustment.~~

~~B. If the employee is determined ineligible for promotion and/or salary adjustment, a detailed written explanation and performance expectations to achieve eligibility will be provided upon completion of the evaluation.~~

~~C. Compensation guidelines for promotion and/or salary adjustment eligibility based on performance evaluations are provided in **Article XX Compensation.**~~

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. Upon request, an employee shall be provided with training/development recommendations or action plans to assist in their professional development goals. If the evaluation and supplemental information indicates that a reclassification may be appropriate, a position review can be requested in accordance with Article XX Classification-Reclassification, Section 5 Position Review.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

1
2

Tentatively Agreed To:

For the Union:			For the Employer:
DocuSigned by:  58C2AC000A8A44F...	DocuSigned by: <i>Max Fried</i> F8541F77FFF34F1...	DocuSigned by:  03B309A126F34ED...	DocuSigned by: <i>Banks Evans</i> /10/2023 C5469E99032C427...
4/10/2023	4/11/2023	4/10/2023	
For the Union:			
DocuSigned by:  18329F9CB76E439...	DocuSigned by: <i>David Parsons</i> 2CF7701799DD422...	DocuSigned by:  BE452B433C7C41D...	
4/10/2023	4/10/2023	4/10/2023	

3
4
5

Article XX. Personnel Files

Section 1.

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

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

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

Section 2.

~~Employees have the right to examine all materials in their files that are not non-disclosable pursuant to state and/or federal laws and, upon written request to the file custodian, will be provided a copy of any materials in those files. The personnel file will be made available for review by the Employee and/or the Employee's designated person upon written request to the file custodian within three (3) workdays of the request. Upon written request, an employees or an employee with their representative have the right to examine all materials in their OPF that are not non-disclosable pursuant to state and/or federal laws. Information about accessing OPF is provided here: <https://hr.uw.edu/policies/official-personnel-file-access/>.~~

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

1 Section 3.

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

6
7 Section 4.

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

11
12 Section 5.

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

16
17 Section 6.

18 ~~The Union shall be provided access to bargaining unit member personnel files with the~~
19 ~~written consent of the individual Employee. A copy shall be provided upon request.~~
20 Unauthorized parties shall not have access to any employee's OPF or departmental file.

21
22
23 Tentatively Agreed To:

24 For the Employer:

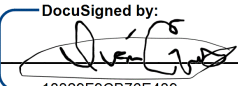
25
26
27
28 DocuSigned by:
29 Banks Evans
30 Banks Evans C5469E99932C427...
31 Date: 1/31/2023

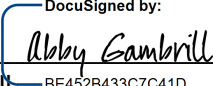
32
33
34 For the Union:

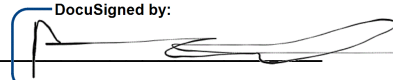
35
36 DocuSigned by:
37 David Parsons
38 David Parsons 9CF7701799DD422...
39 Date: 1/31/2023

40 DocuSigned by:
41 Max Friedfeld
Max Friedfeld F8541F77FFF34F1...
Date: 1/31/2023

1
2
3
4
5
6
7
8
9
10
11
12

DocuSigned by:

18329F9CB76E439...
Iván Cruz
Date: 1/31/2023

DocuSigned by:

BE452B433C7C41D...
Abby Gambrell
Date: 1/31/2023

DocuSigned by:

58C2AC000A8A44F...
Tricia Wu
Date: 1/31/2023

DocuSigned by:

03B309A126F34ED...
Katie Osterhage
Date: 1/31/2023

Article XX. PI Eligibility

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

Upon prior approval by the University, and according to the policies of the department and school or college, employees may serve as principal investigators on proposals submitted by the University to potential sponsors. Within nine (9) months of ratification, each department, school, or college employing members of this bargaining unit shall have a pathway by which employees are able to request principal investigator (PI) status. This shall take the form of a written policy that describes the requirements which must be met in order for employees to be considered for eligibility as principal investigators (PIs). Requirements may include classification. Requests to be considered for PI eligibility must be submitted at least sixty (60) days in advance of any proposal submission and will be processed in a timely manner and responded to in writing by the department, school, or college. In the event of a funding deadline occurring sooner than sixty (60) days, expedited processing may be requested. The department, school, or college will have the discretion to decide to allow expedited processing. Eligibility to serve as a principal investigator does not guarantee that the University will approve any proposal developed by the PI-eligible employee. Further, the University may exercise its discretion in designating the PI for any proposal, irrespective of the contributions to the development of the proposal.

Tentatively Agreed To:

For the Union:			For the Employer:
DocuSigned by: <i>Abby Gambrell</i> BE452B433C7C41D... 4/5/2023	DocuSigned by: <i>David Parsons</i> 2CF7701799DD422... 4/5/2023	DocuSigned by: <i>[Signature]</i> 18329F9CB76E439... 4/5/2023	DocuSigned by: <i>Banks Evans</i> C5469E99932C427... /5/2023
DocuSigned by: <i>Katie Osterlund</i> 03B309A126F34ED... 4/5/2023	DocuSigned by: <i>Max Friedfeld</i> F8541F77FFF34F1... 4/5/2023	DocuSigned by: <i>[Signature]</i> 58C2AC800A8A44F... 4/5/2023	

22
23

Article XX. Privacy

1
2
3 Labor RelationsThe Employer will notify the Union of public records requests for information
4 received by the UW Office of Public Records that directly concern and encompass UAW 4121's
5 members. Notification will be provided in order to allow for a ten (10) day protest period during
6 which the Union may attempt to seek a legal remedy in accordance with the Public Records Act
7 (RCW 42.56).
8

9 Tentatively Agreed To:

10
11 For the Employer:

12
13
14 DocuSigned by:
15 Banks Evans
16 Banks Evans C5469E99932C427...
17 Date: 1/10/2023
18

19
20 For the Union:

21
22 DocuSigned by:
23 David Parsons
24 David Parsons 2CF7701799DD422...
25 Date: 1/10/2023
26

27
28 DocuSigned by:
29 Max Friedfeld
30 Max Friedfeld F8541F77FFF34F1...
31 Date: 1/10/2023
32

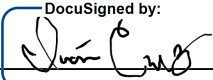
33
34 DocuSigned by:
35 Sam Sumpter
36 Sam Sumpter 7D8725B192E74AD...
37 Date: 1/10/2023
38

39
40 DocuSigned by:
41 Abby Gambrell
42 Abby Gambrell BE452B433C7C41D...
43 Date: 1/10/2023

DocuSigned by:
Jai Broome
Jai Broome 2C095751AB3946D...
Date: 1/10/2023

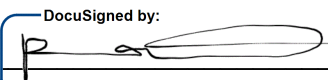
DocuSigned by:
Katie Osterhage
Katie Osterhage 03B309A126F34ED...
Date: 1/10/2023

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16

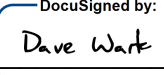
DocuSigned by:


Iván Cruz 18329F9CB76E439...
Date: 1/10/2023

I.C.

DocuSigned by:


Tricia Wu 58C2AC000A8A44F...
Date: 1/10/2023

DocuSigned by:


Dave Wark E4BFC9E54C894C2...
Date: 1/10/2023

ARTICLE XX – PROBATION

1
2
3 A. All bargaining unit employees who successfully complete the probationary
4 period described in this Article, will be covered by Article XX Corrective
5 Action/Dismissal.

6
7 B. Every part-time and full-time employee, following the initial appointment to
8 a position covered by this agreement, will serve a probationary period of
9 six (6) consecutive months. The Employer may extend the probationary
10 period for an individual employee as long as the extension does not cause
11 the total period to exceed twelve (12) months. Employees will be provided
12 with a written explanation for the extension. If the extension is based on
13 performance issues, the employee will receive a performance improvement
14 plan. Extension of probationary periods shall not be a normal practice.

15
16 ~~C. By mutual agreement of the Union and the Employer, the probationary~~
17 ~~period for selected classifications may be established for a period in excess~~
18 ~~of six (6) months but not to exceed twelve (12) months.~~

19
20 ~~D.C.~~ Employees who complete their probationary period shall not be
21 required to complete another probationary period, provided there is no
22 break in service between appointments covered by this agreement.

23
24 ~~E.D.~~ The Employer will extend an employee's probationary period, on a
25 day-for-a-day basis, for any day(s) that the employee takes paid time off,
26 leave without pay, or shared leave, except for leave taken for military
27 service or for purposes of faith or conscience under Article XX. For the
28 purpose of calculating the completion date, an employee's probationary
29 period shall not end on the employee's regularly scheduled weekend off or
30 a scheduled holiday off. In those instances, the completion date will be the
31 next scheduled work day.

32
33
34 ~~F.E.~~ Employees in probationary status will earn seniority from their initial
35 date of hire but may not exercise seniority rights until completion of the
36 probationary period. Probationary employees are not eligible for layoff or
37 rehire rights.
38

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

G.F. An employee who is appointed to a different position 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 (A) above,~~ unless adjusted by the Appointing Authority or designee for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.

H.G. Probationary Period Rejection.

An appointing authority may reject an employee who has not completed a probationary period. Upon request by the employee and within ten (10) business days of notice, a meeting to explain such action shall be held with a representative of the Employer. At the employee's request a representative of the Union shall attend such meetings. Such rejection is not subject to the grievance procedure, except in cases involving discrimination, under Article XX.

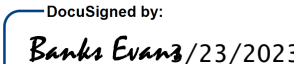
Tentatively Agreed To:

For the Union:


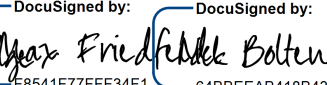
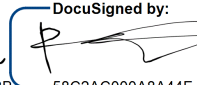
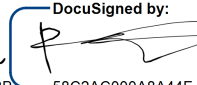
For the Employer:

DocuSigned by:  DocuSigned by:  DocuSigned by: 

3/23/2023 3/24/2023 3/23/2023

DocuSigned by:  Banks Evans/23/2023

C5469E98832C427...

DocuSigned by:  DocuSigned by:  DocuSigned by:  DocuSigned by: 

3/23/2023 3/23/2023 3/23/2023 3/23/2023

1 **Article XX. Professional Development**

2
3 Section 1. Funding for Professional Development

4 ~~The University is committed to supporting and encouraging individuals to expand their personal~~
5 ~~skills, knowledge, and abilities to reach their highest potential and achieve their individual career~~
6 ~~goals. The employer recognizes that employee professional development is integral to both~~
7 ~~personal job satisfaction and reward and to the achievement of the University's mission and~~
8 ~~goals. To support a culture of learning, each hiring unit shall set aside professional development~~
9 ~~funds.~~

10 Professional Development benefits both the employer and the employee. Departments are
11 encouraged to set aside funds for professional development as budgets will permit and notify
12 employees of the request process. Those funds shall be accessible to all employees in the
13 department. ~~It is encouraged that~~ employees wishing to utilize professional development funds
14 should discuss potential opportunities with their supervisors during annual performance
15 evaluation.

16 Utilization of professional development funds may ~~includes~~, but is not limited to,

- 17 ● UW POD courses,
- 18 ● workshops,
- 19 ● trainings,
- 20 ● payment of course, workshop or conference fees,
- 21 ● paid time off ("release time") to attend activities,
- 22 ● payment of travel expenses,
- 23 ● purchase of books, materials or subscriptions
- 24 ● temporary rearrangement of work schedule or hours
- 25 ● approval of unpaid leave to attend activities or study

26 Supervisors have discretion to ~~may access approve~~ professional development funds and/or paid
27 release time subject to sponsor requirements. ~~on behalf of their employees when there is a~~
28 ~~professional development opportunity needed to support the work the team is doing or to~~
29 ~~support an employee's performance improvement. Employees will not be required to take leave~~
30 ~~to attend events with professional development funds, if such events take place during work~~
31 ~~days.~~

32 ~~Bargaining unit employees~~Employees who have received outside funding or scholarships for
33 professional development opportunities may request paid release time to attend provided the
34 opportunity aligns with University's mission. The ~~employer~~Employer will make every effort to
35 allow the employee to participate in the training or conference on paid release time consistent
36 with sponsor requirements. Employees attending events paid for by supervisor approved

1 [professional development funds will not be required to take personal time off to attend during](#)
2 [work days.](#)

3 Section 2. Professional Leave with Pay

4 A. Eligibility. Employees are eligible to apply for a professional leave not earlier than their
5 seventh year of service in their UW positions, or not earlier than in the seventh year after
6 return from a previous UW professional leave with pay. [Where applicable, eligibility may](#)
7 [be contingent up, and without the approval by of the relevant funding agencies an external](#)
8 [funding agency if applicable.](#) Evaluation of a professional leave with pay request takes
9 into consideration how fulfillment of the plan is anticipated to enhance the value of the
10 individual's service to the university and both the employing unit's and the employee's
11 ability to [fund and](#) fulfill the plan as described.

12
13 B. Request Process. Complete the Professional Leave with Pay Application at least six (6)
14 months before the date the requested leave is to begin. The request must be approved
15 by the employee's supervisor, the employing unit's dean or vice president, and by the
16 HR Operations Office that serves the unit. After approval, employees whose leave is
17 managed in Workday will request a LOA Professional Leave in Workday.

18
19 C. Length of Leave. Professional leave with pay may be granted for any period of time up to
20 a maximum of nine (9) months.

21
22 D. Compensation. ~~The~~ [If approved, the](#) University will provide salary support for the period
23 of the leave as follows:

- 24 a. Full salary for a leave not exceeding three (3) months;
25 b. Three-fourths (3/4) salary for a leave greater than three (3) months up to six (6)
26 months;
27 c. Two-thirds (2/3) salary for a leave exceeding six (6) months to nine (9) months.
28 d. If the applicant secures grant support that is designated for salary, the funds can
29 be applied to bring the employee's pay up to full salary during the leave. Any
30 grant funds in excess of those necessary to achieve full salary payment, are
31 used to reduce the University's contribution from other fund sources.
32 e. Except in unusual circumstances, the combined compensation for an individual
33 on professional leave may not exceed the individual's regular salary. If the leave
34 will be spent in a particularly high cost-of-living area, or where the work to be
35 performed requires extraordinary expense, the HR Operations Office serving the
36 unit may approve a combined salary that exceeds the employee's regular salary.
37

38 E. Other Supplemental Employment. An employee on professional leave with pay may not
39 accept paid employment during the period of the leave except where the purpose of the
40 leave is for professional practice or experience that cannot be obtained otherwise, [and](#)
41 [must be approved at the time of the request for professional leave.](#)

Supplemental employment should not carry with it responsibilities that interfere with the purpose for which the leave is granted. Salary from other employment while on professional leave will be applied in the same manner as grant support.

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

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

Section 3. Mentorship

Mentorship is a supportive, learning and professional relationship between people who have specific skills and knowledge (mentors) and individuals (mentees) who need or want the same skills and advantages to move up in work, skill level, or performance. ~~The Employer and the Union shall form a joint committee to discuss mentorship needs and opportunities across campus. The committee will meet at least twice per calendar year.~~

Tentatively Agreed To:

For the Union:

For the Employer:

DocuSigned by: 58C2AC000A8A44F...	DocuSigned by: F8541F77FFF34F1...	DocuSigned by: 03B309A126F34ED...	DocuSigned by: C5469E99932C427...
4/5/2023	4/5/2023	4/5/2023	4/5/2023

DocuSigned by: 18329F9CB76E439...	DocuSigned by: 2CF7701799DD422...	DocuSigned by: BE452B433C7C41D...
4/5/2023	4/5/2023	4/5/2023

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

Article XX. Purpose and Intent

Section 1.

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

Section 2.

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

~~Section 3.~~

~~If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of this Agreement, in any respect, any such changes shall be effective only if reduced to writing and executed by the authorized representatives of the University and the International Union, UAW and its Local Union 4121.~~

Section 4. Mandatory Subject

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

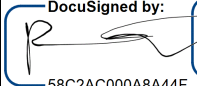
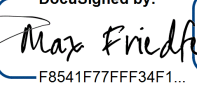


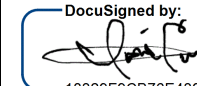

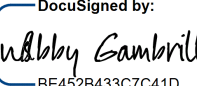
B. Prior to making any change in written ~~agency~~ policy that is mandatory subject of bargaining, the Employer shall notify the Union and satisfy its collective bargaining obligations per Article ~~XXI~~.

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

1
2
3
4
5
6

negotiations. The parties shall agree to the location and time for the discussions and/or negotiations.

Tentatively Agreed To:

For the Union:			For the Employer:
DocuSigned by:  58C2AC000A8A44F...	DocuSigned by:  F8541F77FFF34F1...	DocuSigned by:  03B309A126F34ED...	DocuSigned by:  C5469E99932C427...
4/26/2023	4/26/2023	4/26/2023	4/26/2023
DocuSigned by:  18329F9CB76E439...	DocuSigned by:  2CF7701799DD422...	DocuSigned by:  BE452B433C7C41D...	
4/26/2023	4/27/2023	4/26/2023	

7
8

Article XX. Recognition of Work

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

Section 1.

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

Section 2.

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

Section 3. The University retains the right to amend, change or alter these policies at any time. The University will notify the Union of any substantive changes.

Section 4. The parties agree that the only time the Grievance Procedure of this Agreement will apply to these policies is in the event of dismissal or discipline of an RSE as a result of a misapplication of an element of these policies.

Section 53.

Employee contributions to their science shall be appropriately recognized. Publication credits shall accurately reflect the contributions and work of the individuals involved as determined by the Employer University. ~~When the employee is a significant contributor to a scientific publication (e.g., involved in research design, data analysis, data generation, data presentation, or manuscript drafting), it is the responsibility of the Principal Investigator, overseen by the department chair or equivalent, to credit the role of the employee in the collaborative effort as clearly as possible. Any minor contributions to the research or to the writing must be appropriately acknowledged.~~

Tentatively Agreed To:

For the Employer:

DocuSigned by:

Banks Evans

Banks Evans C5469E99932C427...

Date: 1/18/2023

For the Union:

DocuSigned by:

David Parsons

David Parsons 2CF7701799DD422...

Date: 1/19/2023

DocuSigned by:

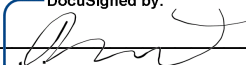
Max Friedfeld

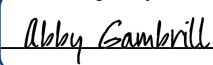
F8541F77FFF34F1...

Max Friedfeld

Date: 1/18/2023


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22


DocuSigned by:

Brendy Fountaine
Date: 1/18/2023

DocuSigned by:

Abby Gambrell
Date: 1/18/2023

DocuSigned by:

Nick Bolten
Date: 1/19/2023

DocuSigned by:

Patricia Wu
Date: 1/18/2023

DocuSigned by:

Iván Cruz
Date: 1/18/2023

Article XX. Recognition

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

~~New job classifications established during the term of this Agreement will be covered by this Agreement unless they are not within the Union's jurisdiction established by the description of its bargaining unit. The Union will be notified of any new classifications within these parameters established by the Employer.~~

Tentatively Agreed To:

For the Employer:

DocuSigned by:
Banks Evans
Banks Evans C5469E99932C427...
Date: 10/5/2022

For the Union:

DocuSigned by:
David Parsons
David Parsons 2CF7701799DD422...
Date: 10/5/2022

DocuSigned by:
Max Friedfeld
Max Friedfeld F8541F77FFF34F1...
Date: 10/5/2022

DocuSigned by:
Sam Sumpter
Sam Sumpter 7D8725B192E74AD...
Date: 10/5/2022


DocuSigned by:
Katie Osterhage
Katie Osterhage 03B309A126F34ED...
Date: 10/5/2022

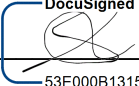
DocuSigned by:
Jai Broome
Jai Broome 2C095751AB3946D...
Date: 10/5/2022

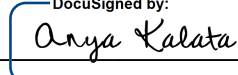
DocuSigned by:
Iván Cruz
Iván Cruz 18329F9CB76E439...
Date: 10/5/2022

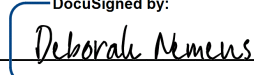
1. [

1
2
3
4
5
6
7
8
9
10
11
12
13
14

DocuSigned by:

Tricia Wu
58C2AC000A8A44F...
Date: 10/5/2022

DocuSigned by:

Stacey Wedlake
53E000B1315E46E...
Date: 10/5/2022

DocuSigned by:

Anya Kalata
D6716E9CF07047E...
Date: 10/5/2022

DocuSigned by:

Deborah Nemens
B2FC651F641D49D...
Date: 10/5/2022

1 **Article ~~XX~~MOU. Retaining Institutional Knowledge**

2
3 Section 1.

4 The Union and the University are committed to retaining institutional knowledge, minimizing
5 Research Scientist/Engineer A-4 (RSE) turnover and supporting critical research. ~~To achieve~~
6 ~~this, the parties shall continue to develop ways to enable employees to continue their work at~~
7 ~~UW during temporary gaps in their funding.~~

8
9 Section 2. Bridge Funding

10 Bridge funding refers to funding provided by the University via its Bridge Funding Program to
11 span a temporary funding gap and ensure the continuity of research projects ~~during periods of~~
12 ~~insufficient~~following the loss of research funding. ~~The University will continue its Bridge Funding~~
13 ~~programs and will ensure that these programs are open to employees. Bridge funding (including~~
14 ~~Unit/Department matching funds) would provide for the continuation of an eligible RSE's~~
15 ~~research under the terms and conditions in effect for the Bridge Funding Program at the time of~~
16 ~~application.~~

17
18 A. An RSE shall ~~receive~~be eligible to apply for bridge funding if:

- 19 a. They have been supported primarily by grants on which they are a Principal
20 Investigator (PI) ~~or a co-investigator on another PI's grant;~~
- 21 b. They ~~will not have more than \$30,000 funding from any source for carrying out~~
22 ~~research, or they~~ will not have funding for more than 50% of their salary, within
23 six months of the application due date;
- 24 c. Alternative sources of appropriate funding are unavailable, and;
- 25 d. ~~They continue to make efforts to reestablish funding~~They meet all other criteria
26 for eligibility in effect for the Bridge Funding Program at the time of application.

27
28 ~~B. Bridge funding (including Unit/Department matching funds) shall provide for the~~
29 ~~continuation of an eligible RSE's research, including salary, the following expenses:~~

30 ~~B. Supplies~~

31 ~~B. Equipment~~

32 ~~B. Lab personnel~~

33 ~~B. Travel~~

34 ~~B. Other research expenses~~

35 ~~B. Salary~~

36
37 Section 3. ~~Layoff~~Faculty Council on Research (FCR)

38 ~~The FCR will designate one (1) permanent position on the committee to a Research~~
39 ~~Scientist/Engineer A-4. Their appointment and term will be coordinated by the Union. The~~
40 ~~application for and time period for decision will not delay the requirement to commence or~~
41 ~~implement a layoff. See Article XX Layoff, Rehire, Seniority.~~

42
43 Section 4.

44 This MOU will expire on XXXX (one day prior to the agreed upon end of the CBA)

45

46

47

48

Tentatively Agreed To:

For the Union:			For the Employer:	
DocuSigned by: <i>Abby Gambiri</i> BE452B433C7C41D...	DocuSigned by: <i>David Parsons</i> 2CF7701799DD422...	DocuSigned by: <i>[Signature]</i> 18329F9CB76E439...	DocuSigned by: <i>Banks Evans</i> 4/26/2023 C5469E99932C427...	
4/26/2023	4/27/2023	4/26/2023	_____	
DocuSigned by: <i>Katie Osterhoff</i> 03B309A126F34ED...	DocuSigned by: <i>Max Friedfeld</i> F8541F77FFF34F1...	DocuSigned by: <i>[Signature]</i> 58C2AC000A8A44F...		
4/26/2023	4/26/2023	4/26/2023		

49

50

Article XX. Reversion Rights

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

Tentatively Agreed To:

For the Employer:

DocuSigned by: Banks Evans C5469E99932C427... Banks Evans Date: 1/10/2023

For the Union:

DocuSigned by: David Parsons 2CF7701799DD422... David Parsons Date: 1/10/2023

DocuSigned by: Max Friedfeld F8541F77FFF34F1... Max Friedfeld Date: 1/10/2023

DocuSigned by: Sam Sumpter 7D8725B192E74AD... Sam Sumpter Date: 1/10/2023

DocuSigned by: Abby Gambrell BE452B433C7C41D... Abby Gambrell Date: 1/10/2023

DocuSigned by: Jai Broome 2C095751AB3946D... Jai Broome Date: 1/10/2023

DocuSigned by: Katie Osterhage 03B309A126F34ED... Katie Osterhage Date: 1/10/2023

DocuSigned by: Iván Cruz 18329F9CB76E439... Iván Cruz Date: 1/10/2023

DocuSigned by: Tricia Wu 58C2AC000A8A44F... Tricia Wu Date: 1/10/2023

I.C.

1
2
3
4
5
6
7
8
9
10
11
12

DocuSigned by:
Dave Wark

Dave Wark E4BFC9E54C894C2...
Date: 1/10/2023

ARTICLE XX SALARY OVERPAYMENT RECOVERY

Salary Overpayment Recovery

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

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

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

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 XX of this Agreement. The Employer will suspend attempts to collect an alleged overpayment until the grievance process has concluded.

Tentatively Agreed To:

For the Employer:

DocuSigned by:
Banks Evans
Banks Evans
Date: 1/18/2023

For the Union:

DocuSigned by:
David Parsons
David Parsons
Date: 1/19/2023

DocuSigned by:
Max Friedfeld
Max Friedfeld
Date: 1/18/2023

DocuSigned by:
Brendy Fountain
Brendy Fountain
Date: 1/18/2023

DocuSigned by:
Abby Gambrell
Abby Gambrell
Date: 1/18/2023

DocuSigned by:
Nick Bolten
Nick Bolten
Date: 1/18/2023

DocuSigned by:
Patricia Wu
Patricia Wu
Date: 1/18/2023

DocuSigned by:
Iván Cruz
Iván Cruz
Date: 1/18/2023

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

Article XX. Subordination of Agreement and Savings Clause

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

Tentatively Agreed To:

For the Employer:

DocuSigned by:
Banks Evans
Banks Evans C5469E99932C427...
Date: 9/26/2022

For the Union:

DocuSigned by:
David Parsons
David Parsons 2CF7701799DD422...
Date: 9/26/2022

DocuSigned by:
Max Friedfeld
Max Friedfeld F8541F77FFF34F1...
Date: 9/26/2022

DocuSigned by:
Sam Sumpter
Sam Sumpter 7D8725B192E74AD...
Date: 9/26/2022

DocuSigned by:
Abby Gambrell
Abby Gambrell BE452B433C7C41D...
Date: 9/26/2022

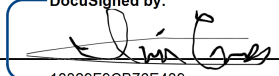
DocuSigned by:
Anya Kalata
Anya Kalata D6716E9CF07047E...
Date: 9/26/2022


DocuSigned by:
Deborah Nemens
Deborah Nemens B2FC651F641D49D...
Date: 9/26/2022

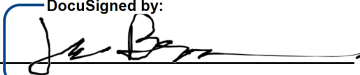
DocuSigned by:
Stacey Wedlake
Stacey Wedlake 53E000B1315E46E...
Date: 9/26/2022


DocuSigned by:
Katie Osterhage
Katie Osterhage 03B309A126F34ED...
Date: 9/26/2022

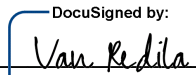
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62


DocuSigned by:

Iván Cruz 18329F9CB76E439...
Date: 9/26/2022

DocuSigned by:

Tricia Wu 58C2AC000A8A44F...
Date: 9/26/2022

DocuSigned by:

Jai Broome 2C095751AB3946D...
Date: 9/26/2022

DocuSigned by:

Joshua Yee A2B1FD53B308470...
Date: 9/26/2022

DocuSigned by:

Van Redila CF78BA49257C486...
Date: 9/26/2022

DocuSigned by:

Ryan Will 6058C96E8C6C44A...
Date: 9/26/2022

1
2 **Article XX. Telework and Work Location**
3

4 **Section 1.**

5 ~~Supervisors are encouraged to give serious consideration to employee requests for flexible~~
6 ~~schedules for commute trip reduction purposes. Individual requests for flexible scheduling may~~
7 ~~be approved by the employing official, provided that such scheduling does not interfere with the~~
8 ~~effective operation of the team and shall be dependent upon operating, business, and customer~~
9 ~~needs.~~

10
11 **Section 2.**

12 University policy permits employees to telework (either occasional, hybrid or fully remote) when
13 the employee's supervisor (or other designated official as outlined
14 [https://hr.uw.edu/hybridwork/managing-the-hybrid-workplace/determining-eligibility-for-hybrid-or-](https://hr.uw.edu/hybridwork/managing-the-hybrid-workplace/determining-eligibility-for-hybrid-or-remote-work/here)
15 [remote-work/here](https://hr.uw.edu/hybridwork/managing-the-hybrid-workplace/determining-eligibility-for-hybrid-or-remote-work/here)) evaluates the telework request and approves it. When evaluating the
16 request, the supervisor must determine that the employee can effectively perform the job duties
17 of the position, or those required by the research project or sponsor, while teleworking.
18 Determinations are at management discretion and should be made thoughtfully, not based on
19 any one factor alone, and reviewed with the employee for any changes or updates at
20 least annually. Determinations should also be made in a consistent, fair and transparent way
21 that prioritizes equity and employee engagement. #The denial of a telework request is not subject
22 to Article XX Grievance Procedure.

23 A. Telecommuting is a workplace option that allows work to be done at an alternate work
24 site, such as the home, for one or more full or partial days a week. Telecommuting can
25 be considered a means to meet business needs, use office space more efficiently,
26 reduce vehicle and transit trips and costs, and improve employee productivity, morale
27 and retention. Telecommuting can also serve as a way to keep inclement weather from
28 interrupting operations.

29 ~~1. Long term Telework: Employees who request to work permanently, for at least~~
30 ~~four (4) months at a time, remotely.~~

31 ~~2. Occasional Telework: Employees who have designated a UW space as their~~
32 ~~primary work location may still take advantage of occasional telework.~~
33 ~~Occasional or temporary telework arrangements of up to four (4) months, may be~~
34 ~~requested.~~

35 B. All requests for ~~long term and occasional,~~ hybrid or remote regular/remote and hybrid
36 telework require a written telework agreement. Occasional telework requires written
37 supervisor approval; hybrid telework designation requires Unit Head (or Unit Head
38 designee) approval and an annually-reviewed telework agreement; a telework
39 designation of remote requires an annually-reviewed telework agreement approved by
40 the Unit Head. will be reviewed and approved by an employee's supervisor so long as
41 the rRemote and/or hybrid work must not equest is not in violation conflict with of a
42 written UW policy, or a mandatory place of work that is specified in an employee's job

1 description, and/or the requirements of the research project or its sponsor. Responsibility
2 for telework equipment will be documented in the written telework agreement.

3 C. Every effort will be made to ensure that all staff will be treated equitably, regardless of
4 telework agreement, in matters such as performance assessment, training, professional
5 development, and advancement.

6 ~~D. Employees may have a domestic work location outside of Washington when they~~
7 ~~receive advance approval. Approval for out-of-state hiring or for current employees to~~
8 ~~work out of state is granted by the Dean or Director of the School/College/Unit and must~~
9 ~~be supported by a compelling policy, critical skill-based, or family health circumstance.~~
10 ~~Employees who choose a long term telework agreement will be given the option to be~~
11 ~~provided the following pieces of University owned equipment by their department,~~
12 ~~center, or supervisory organization: laptop, headset/headphones/earbuds, up to (2) two~~
13 ~~monitors, keyboard, mouse, HDMI cables, ergonomically-approved chair, and a sit-stand~~
14 ~~desk feature.~~

15 ~~E. Employees' work status, job duties, and job description will remain consistent with the~~
16 ~~on-site employees of the same job classification, except that an employee may be~~
17 ~~required to make periodic trips to an Employer site for meetings. Employees remain~~
18 ~~obligated to comply with all of Employer's rules, policies, practices and procedures~~
19 ~~except as designated in this article. Requests to telework as a disability accommodation~~
20 ~~are handled through a separate process. Policies around teleworking will be considered~~
21 ~~appropriate subjects for Joint Union Management Meetings.~~

22 ~~F.D. _____ The University does not maintain an equipped workspace at a University work~~
23 ~~site for remote employees whose official work location is their personal residence.~~
24 ~~Departments with remote employees are required to reimburse and/or provide the~~
25 ~~equipment and supplies which they deem necessary to enable remote employees to~~
26 ~~perform their work, in accordance with the University's policies governing reimbursement~~
27 ~~of business expenses. Upon termination, all Employer issued equipment must be~~
28 ~~returned.~~

29 ~~E. Hiring managers are encouraged to discuss telework options, if applicable, with~~
30 ~~candidates during the interview and hiring process.~~

31 Section 3. Changes in Telework orand work location-changes

32 ~~A. If a job requires the employee to be at a specific primary work location, that location will~~
33 ~~be made explicit during the recruitment process. Some positions may have a limited set~~
34 ~~of activities that require attendance at a physical UW location or some other site; such~~
35 ~~activities will be specified in written job descriptions at the time of recruitment.~~

36 ~~A. Hiring managers are encouraged to discuss telework options, if applicable, with~~
37 ~~candidates during the interview and hiring process.~~ The Employer will provide
38 employees no less than thirty (30) days' notice of a change in the employee's official
39 work location that is permanent or anticipated to last at least six months, unless the
40 change is for alleged misconduct or an emergency.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17

~~B. If it is necessary to change an employee's work location or to substantially alter an employee's workspace, the affected employee shall be provided no less than six (6) months written notice, or longer, as included in the teleworking agreement.~~

B. Employees and managers must sign and comply with the requirements of any telework agreement. A telework agreement may be terminated by the department at any time with thirty (30) calendar days' notice, unless it is for alleged misconduct or an emergency, in which case, it may be terminated immediately.

C. Telework agreements are meant to be responsive to the changing needs of the workplace, and should be reviewed and updated both as needs change and, at a minimum, annually.

~~C.D.~~ Employees and supervisors are encouraged to keep an open dialog during work location changes. Nothing in this article prevents employees and supervisors from working together to facilitate changes in work location, including time periods longer than thirty (30) days.

Tentatively Agreed To:

For the Union:		For the Employer:	
DocuSigned by: <i>David Parsons</i> /2023 2CF7701799DD422...	DocuSigned by: <i>[Signature]</i> /10/2023 18329F9CB76E439...	DocuSigned by: <i>Banks Evans</i> /10/2023 C5469E99932C427...	
DocuSigned by: <i>Katie Osterlund</i> 03B309A126F34ED...	DocuSigned by: <i>Max Friedfeld</i> F8541F77FFF34F1...	DocuSigned by: <i>[Signature]</i> 58C2AC000A8A44F...	
3/10/2023	3/13/2023	3/10/2023	

18
19
20
21

Article XX. Time off and Leave

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

Section 1. Family member

For the purposes of this article, "family member" means the employee's child or parent (including biological, adopted, foster, or legal guardian, or de facto parent), spouse or registered domestic partner; grandparent; grandchild; or sibling. Family member includes individuals in the following relationships with the employee's spouse or registered domestic partner: child, parent, or grandparent. Child also includes any child residing in the employee's home through foster care, legal guardianship or custody. Family members include those persons in a "step" or "half" relationship.

Section 2. Bereavement leavetime off

In the event of the death of an Employee's family member, including the miscarriage or stillbirth, an Employee shall be granted paid bereavement time off ~~with pay~~. The amount of paid time off shall be only that which is required to attend the funeral and/or make arrangements necessitated by the death, but in no event shall it exceed ~~five-three (35)~~ days. If additional time off is needed, the Employee may request the use of available compensatory time, vacation time off, or sick time off. The Employee must inform the supervisor as soon as possible of the need for bereavement time off.

Section 3. Vacation LeaveTime Off

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

~~1. New employees shall receive their first sixty (60) hours (pro-rated for part time) of vacation time at the beginning of the month following the start of employment.~~

Length of Service		Vacation Time Off Accrual Rate	
Year	Month	Hours / Month	Days/Hours per Year
1st	0-12	10.00	15/120
2nd	13-24	10.67	16/128

3rd	25-36	11.34	17/136
4th	37-48	12.00	18/144
5th	49-60	12.67	19/152
6th	61-72	13.34	20/160
7th	73-84	14.00	21/168
8th	85-96	14.67	22/176
9th	97-108	16.00	24/192
10th	109-120	16.67	25/200
11th & Above	121 & Above	17.34	26/208

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

C. Part Time Accrual Rates. Part-time employees accrue vacation on a prorated basis based on their full-time equivalent (FTE). Employees whose FTE changes during a calendar month accrue vacation time off based upon the average of the highest FTE held in each pay period in the month.

D. Time Off Accrual – Effect of Unpaid Time Off. An employee does not accrue vacation hours during a calendar month in which they have taken more than ten (10) equivalent days of their FTE as unpaid time off. For 1.0 FTE, that would be eighty (80) hours; for 0.5 FTE, that would be forty (40) hours. The ten (10) days includes any holidays that an employee took without pay. ~~In addition, employees do not earn a month of service toward a higher vacation accrual rate for every month in which they have taken more than ten (10) days of time off without pay.~~

E. Time Off Accrual During an Employee's Final Month of Work. Employees who terminate from UW employment on or after the 16th of the month accrue time off for the month of termination. Employees who separate from UW employment prior to the 16th of the month do not accrue any time off for the month of termination.

F. Vacation Scheduling. All vacation time off requests must be submitted according to departmental policy and be approved by the Supervisor prior to commencement. Additional approval may be required if applicable. The Employer will make every effort to honor vacation requests that are made in a timely manner. Paid time off balances are charged in the following order when ~~professional staff~~ employee requests vacation:

1. Holiday credit

~~2.~~ Discretionary time off

~~3.~~ Compensatory time (for overtime eligible employees)

~~4.~~ Vacation time off

G. No Cap on Vacation Time. While employees are encouraged to keep vacation time off balances below two hundred forty (240) hours, they are allowed to carry larger balances when work obligations prevent them from using vacation time. Employees do not need

1 extension approvals from UWHR in order to exceed a balance of two hundred forty (240)
2 hours.

3 H. Vacation Leave-Time Off Cash Payment. Any employee who has been employed for at
4 least six (6) continuous months, who either resigns or retires, is laid-off or is terminated
5 by the University shall be entitled to accrued vacation pay up to two hundred forty (240)
6 hours.

7 I. ~~Transferring between departments.~~ When an employee transfers to a position other than
8 those described in Section 3(J) employment with another department without a break in
9 service, accrued vacation time off balances transfer with the employee and the
10 employee is immediately subject to the rules and limits applicable to the new
11 employment program ~~or employer.~~

12 J. ~~Employees converting to another position type.~~ Employees who move from a bargaining
13 unit position to academic or, student, ~~or temporary hourly staff~~ positions will be paid for
14 their unused vacation time off balance to a maximum of two hundred forty (240) hours,
15 provided that they have completed a minimum of six (6) months' employment.

16 17 Section 4. Sick Time Off

18 A. Accrual. Full-time employees (~~prorated for part-time~~) accrue eight (8) hours of sick leave
19 time off for each month of completed regular monthly service. ~~Employees with~~
20 leave unpaid time off with out pay exceeding 80 hours in a month (prorated for part-time)
21 will earn a monthly accrual proportionate to the number of hours in pay status, in the
22 month to that required for full-time employment. ~~Sick leave accrues at a rate of one (1)~~
23 hours for every forty (40) hours worked when leave without pay exceeds eighty (80)
24 hours (prorated for part-time) in any calendar month.

25 ~~1. New employees shall receive their first forty-eight (48) hours of sick leave at the~~
26 ~~beginning of the month following the start of employment.~~

27 B. Sick Leave-Time Off Use

- 28 1. Because of and during any physical or mental illness, disability or injury which
- 29 has incapacitated the employee from performing required duties.
- 30 2. By reason of exposure of the employee to a contagious disease during such
- 31 period as attendance on duty would jeopardize the health of fellow employees or
- 32 the public.
- 33 3. Because of a health condition of a family member that requires treatment or
- 34 supervision, or that requires the presence of the employee to make
- 35 arrangements for extended care.
- 36 4. Sick Leave may also be used to provide emergency child care (as defined in the
- 37 Employer's Family Care Emergencies Absence Policy) or because of condolence
- 38 ~~or~~ bereavement (Section XX.2).
- 39 5. For personal medical, dental or optical appointments or for family members'
- 40 appointments when the presence of the employee is required, if arranged in
- 41 advance with the Employer.
- 42 6. Parental leave

43 C. Use of Vacation Leave-Time Off or Compensatory Time Off for Sick Leave Purposes. An
44 employee who has used all accrued sick leave-time off may be allowed to use accrued

1 vacation [leave-time off](#) and/or compensatory time off for sick [leave-time off](#) purposes
2 when authorized ~~by department HR~~. All available compensatory time must be used prior
3 to accrued vacation [leave-time off](#), unless this will result in the loss of vacation time.

4 D. Restoration of Vacation [Leave-Time Off](#). In the event of an incapacitating illness or injury
5 during vacation [leave-time off](#), the employee's supervisor may authorize the use of sick
6 [leave-time off](#) and the equivalent restoration of any vacation [leave-time off](#) otherwise
7 charged. Such requests shall be in writing, and a medical certificate may be requested.

8 E. Sick [Leave-Time Off](#) Verification. The Employer will not require verification for absences
9 of three (3) consecutive work days or fewer. Such verification or proof may be given to
10 the ~~supervisor~~/manager or Human Resources according to departmental policy. The
11 Employer will not make unreasonable requests for sick [leave-time off](#) verification.

12 F. Sick [Leave-Time Off](#) Cash Out. Eligible employees may elect to receive monetary
13 compensation for accrued sick [leave-time off](#) as follows:

14 1. In January of each year an employee whose sick [leave-time off](#) balance at the
15 end of the previous year exceeds four hundred eighty (480) hours may elect to
16 convert the sick [leave-time off](#) hours earned in the previous calendar year, minus
17 those hours used during the year, to monetary compensation. No sick [leave-time](#)
18 [off](#) hours may be converted which would reduce the calendar year end balance
19 below four hundred eighty (480) hours. Monetary compensation shall be paid at
20 the rate of twenty-five percent (25%) and shall be based on the employee's
21 current salary. All converted hours will be deducted from the sick [leave-time off](#)
22 balance.

23 2. Employees who separate from University service due to retirement or death shall
24 be compensated for the unused sick [leave-time off](#) accumulation from the date of
25 most recent hire in a leave eligible position with the State of Washington at the
26 rate of twenty-five (25%) and shall be based on the employee's current salary. All
27 converted hours will be deducted from the sick [leave-time off](#) balance.

28 3. ~~In accordance with state law,~~ [Upon request,](#) former eligible employees who are
29 re-employed [within five years](#) shall be granted all unused sick [leave-time off](#)
30 credits, if any, to which they are entitled at time of separation.

31 G. Family Care Leave. In accordance with RCW 49.12 and WAC 296-130, employees shall
32 be allowed to use any or all of their choice of sick [leave-time off](#) or other paid time off to
33 care for a family member who has a serious health condition or an emergency condition.
34 Employees shall not be disciplined or otherwise discriminated against because of their
35 exercise of these rights.
36

37 Section 5. Washington Family Medical Leave Program- [PFML](#)

38 A. The parties recognize that the Washington State Family and Medical Leave Program
39 (RCW 50A.~~04~~) is in effect beginning January 1, 2020, and eligibility for an approval of
40 leave for purposes as described under that Program shall be in accordance with RCW
41 50A.~~04~~. In the event that the legislature amends all or part of RCW 50A.~~04~~, the parties
42 will meet and bargain the effects of the changes.

43 B. Under RCW 50A, employer provided healthcare benefits must be maintained during a
44 PFML leave, so interspersing time off is not required provided the employee qualifies for

1 a reason under the federal FMLA. Under RCW 50A.15.060(2), the University has elected
2 to offer supplemental benefits in the form of [bereavement time off when the employee is](#)
3 [approved for PFML family leave per RCW 50A.05.010\(10\)\(d\)](#), sick time off, vacation time
4 off, personal holiday, ~~holiday credit~~, or holiday taken time off.

- 5 C. Employees requesting PFML benefits through the Employment Security Department
6 must provide notice to the University as outlined under RCW 50A.~~04~~15.030.

7 Section 6. Federal Family and Medical Leave Act (FMLA) and Parental Leave

- 8 A. Consistent with the federal Family and Medical Leave Act of 1993, an employee who
9 has worked for the state for at least (12) months and for at least one thousand two
10 hundred and fifty (1250) hours during the twelve (12) months prior to the requested
11 leave is entitled to up to twelve (12) work weeks of leave per year for any combination of
12 the following:
- 13 1. parental leave to care for a newborn or newly placed adopted or foster child; or
 - 14 2. personal medical leave due to the employee's own serious medical condition that
15 requires the employee's absence from work; or
 - 16 3. family medical leave to care for a family member who suffers from a serious
17 medical condition that requires care or supervision by the employee.
- 18 B. The amount of family medical leave available to an employee is determined by using a
19 rolling twelve (12) month period. The rolling twelve (12) month period measures FMLA
20 leave availability by "looking backward" from the date an employee begins FMLA leave,
21 adding up any FMLA leave used in the previous twelve (12) months, and subtracting that
22 amount from the employee's twelve (12) workweek FMLA leave entitlement. The
23 remaining amount is available to the employee.
- 24 C. The University will continue the employee's existing employer-paid health insurance
25 benefits during the period of leave covered by FMLA. If necessary, due to continued
26 approved personal medical or parental leave approved beyond the FMLA period, or if
27 the employee is not eligible for FMLA, the employee may elect to use eight (8) hours of
28 accrued applicable paid leave for continuation of employer paid health insurance
29 benefits for the duration of the approved leave of absence. The interspersed paid leave
30 will be applied to the first working day of the month.
- 31 D. FMLA leave may be taken intermittently or as part of a reduced work schedule when
32 medically necessary.
- 33 E. Parental leave is defined as: up to ~~four-six~~ (46) months of leave taken after the birth of a
34 child to the employee, spouse or domestic partner, or because of the placement of a
35 child with the employee or domestic partner through adoption or foster care. Parental
36 leave may extend up to six (6) months, including time covered by the FMLA, during the
37 first year after the child's birth or placement. Leave beyond the period covered by FMLA
38 may only be denied by the Employer due to operational necessity. Extensions beyond
39 six (6) months may be approved by the Employer.
- 40 F. To be paid during Parental leave the employee must use accrued vacation time off, sick
41 time off up to eighteen (18) weeks seven hundred twenty (720) hours, personal holiday,
42 holiday credit, or compensatory time, the combination of which may be determined by

1 the employee. Employees must use all applicable accrued leave prior to going on leave
2 without pay.

3
4 Section 7. Faith and Conscious-Conscience Time off

5 A. In accordance with RCW 1.16.050, employees will have the option to take up the two (2)
6 unpaid holidays per calendar year for a reason of faith or conscience or for an organized
7 activity conducted under the auspices of a religious denomination, church or religious
8 organization.

- 9 1. The Employer will allow an employee to use compensatory time, personal
10 holiday or vacation leave-time off in lieu of leave-without-payunpaid time off. All
11 requests to use compensatory time, personal holiday or vacation leave-time off
12 requests must indicate the leave-paid-time off is being used in lieu of leave
13 without-payunpaid time off for a reason of faith or conscience. An employee's
14 personal holiday must be used in full workday increments.
- 15 2. An employee's seniority date will not be affected by leave-without-payunpaid time
16 off taken for a reason of faith or conscience.
- 17 3. Employees will only be required to identify that the request for leave-time off is for
18 a reason of faith or conscience or an organized activity conducted under the
19 auspices of a religious denomination church or religious organization.

20
21 Section 8. Civil / Jury Duty Time Off.

- 22 A. For the purposes of this Section, paid leave-time off will be the salary the employee
23 receives in their appointed position plus any additional monies (including, but not limited
24 to shift differential and assignment pay) and benefits.
- 25 B. Leave-with-payCivil duty time off will be granted for jury duty, to serve as trial witnesses,
26 or to exercise other subpoenaed civil duties such as testifying at depositions. Employees
27 are not entitled to civil leave-duty time off for civil legal actions that they initiate or when
28 named as a defendant in a private legal action that is unrelated to their University
29 employment. The employee will notify the Employer as soon as they become aware of
30 the need for a civil duty leavetime off.

31
32 Section 9. Leave Related to Domestic Violence, Sexual Assault or Stalking

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

39
40 Section 10. Military Leave

- 41 1. Military Leave will be approved in accordance with University of Washington
42 Administrative Policy Statement 45.4, which is subordinate to the Uniformed Services
43 Employment and Reemployment Rights Act, RCW 38.40, and RCW 49.77. Employees
44 who are called to active duty in any of the uniformed services or their reserves shall

1 receive twenty one (21) work days of paid military leave annually from October 1 through
2 September 30. Such paid military leave-time off shall be in addition to any compensatory
3 time, holiday credit, vacation or sick leave-time off to which the employee might be
4 otherwise entitled, and shall not involve the reduction of any benefits, performance
5 rating, privileges or base pay. If the employee is scheduled to work a shift that begins on
6 one calendar day and ends on the next calendar day, the employee is charged military
7 leave only for the first calendar day.

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

11 3. Employees who are called to active duty in one of the uniformed services of the United
12 States or the State of Washington shall be granted a military leave of absence without
13 pay for absence from work for up to five (5) years in addition to any time covered by the
14 provisions of Section 28-1XX. During an unpaid military leave of absence, an employee
15 is entitled to receive:

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

18 b. paid medical and dental insurance if in pay status at least eight (8) hours per
19 month

20 c. other health plan coverage at the employee's request and expense for a limited
21 period of time as determined by the Health Care Authority;

22 d. other length-of-service credits related to employment that would have been
23 granted had the employee not been absent; provided that the employee returns
24 to University services at the conclusion of the leave in accord with applicable
25 Federal and State laws related to military leave; and

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

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

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

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

40 41 Section 11. Work Related Injury Leave

42 1. An employee who sustains a work-related illness or injury shall be granted a disability
43 leave of absence in accordance with federal and state law. It is the intention of the

1 University to comply with state and federal laws regarding such absences through its
2 policies and procedures.

- 3 2. Employees who are in ~~leave without pay unpaid~~ status for up to six (6) months due to a
4 work-related injury, upon written request and proof of continuing disability, shall maintain
5 their seniority ~~and progression start date~~. ~~Employees who are in unpaid status Leave~~
6 ~~without pay exceeding for more than~~ six (6) months ~~without loss of seniority or change in~~
7 ~~progression start date~~ may maintain their seniority if be granted ~~at the option of by~~ the
8 employing official.
- 9 3. Employees who suffer a work-related injury or illness that is compensable under the
10 state worker's' compensation law may select time loss compensation exclusively, leave
11 payment exclusively or a combination of the two. ~~Employees using accrued sick leave~~
12 ~~during a period in which they receive worker's compensation under the industrial~~
13 ~~insurance provisions shall receive full sick leave pay, less any industrial insurance~~
14 ~~payments for time loss during the sick leave period.~~
- 15 4. The University's policies on family and medical leave, sick leave time off and disability
16 accommodations apply to employees with work related injuries or illnesses.

17
18 Section 12. Miscellaneous Leave

- 19 1. Leave of Absence Without Pay. In addition to the circumstances specified elsewhere in
20 this Agreement, the Employer, in its discretion may approve a leave of absence without
21 pay for the following reasons specified below. Leaves of absence without pay must be
22 approved or denied by the Employer in writing within fourteen (14) calendar days of the
23 request when practicable and if denied will include the reason for denial. Approval will
24 set a date for the employee's return to work. Modification of the return date must also be
25 approved in writing by the Employer.
- 26 2. Leave without pay may be granted for the following reasons:
- 27 a. Child or elder care emergencies
 - 28 b. Governmental service
 - 29 c. Citizen volunteer or community service
 - 30 d. Conditions applicable for leave with pay
 - 31 e. Education
 - 32 f. Formal collective bargaining
 - 33 g. Leave taken voluntarily to reduce the effect of a layoff
 - 34 h. Union project activities
 - 35 i. As otherwise provided for in this Agreement
- 36 3. Leave without pay for the following reasons is not covered by this Section:
- 37 a. Compensable work-related injury or illness, (XX.11)
 - 38 b. Military service (XX.10)
 - 39 c. Leave for serious health condition taken under the provisions of the Family and
40 Medical Leave (XX.6)
 - 41 d. Leave authorized by the Employer as part of a plan to reasonably accommodate
42 a person of disability (XX. Disability Accommodations)
 - 43 e. Disability due to pregnancy or childbirth (XX.6)
 - 44 f. Parental leave (XX.6)

- 1 g. Union activities (XX Union Rights)
- 2 4. Conditions Applicable to Leave of Absence without Pay. Employees must submit any
- 3 request for a leave of absence without pay in writing when feasible prior to the leave
- 4 being used. Except as required by law, a request for leave of absence without pay must
- 5 meet the following conditions:
- 6 a. The employee must be a permanent employee have completed probation
- 7 b. The employee must have a bona fide intention of returning to work following the
- 8 leave
- 9 c. The leave of absence without pay must not, in the discretion of the University,
- 10 interfere with operational needs.
- 11 5. Cancellation of Leave of Absence Without Pay. The Employer may cancel a leave of
- 12 absence without pay upon finding that the employee is using the leave for purposes
- 13 other than those specified at the time of approval, or where there are extreme
- 14 circumstances requiring the employee's return to work. The Employer will provide written
- 15 notice to the employee that a leave of absence without pay has been canceled. The
- 16 notice will set a date for the employee's return to work. Unless mutually agreed, the
- 17 employee's failure to return to work on the date prescribed will be considered job
- 18 abandonment.
- 19 6. Benefits During Leave. Employees are encouraged to contact the Employer's Benefits
- 20 Office (phone # 206-543-28004444, benefits@uw.edu) prior to any leave without pay to
- 21 understand impact on benefits and learn about other points to consider.
- 22 7. Returning Employee Rights. Employees returning to work following an approved leave of
- 23 absence without pay will be returned to the position they held prior to the leave of
- 24 absence without pay or to another position in the same classification in the same
- 25 geographical area as an organizational unit. In the event the employee's position is
- 26 substantially impacted during the time the employee is on leave of absence without pay,
- 27 the employee will be notified in writing and provided a time in which to exercise any
- 28 rights available pursuant to this Agreement.
- 29 8. Educational Leave. After applicable accrued leave-time off has been exhausted, leave of
- 30 absence without pay may be granted for duration of actual attendance in an educational
- 31 program.
- 32 9. Government Service Leave. After applicable accrued leave-time off has been exhausted,
- 33 leave of absence without pay may be granted for government service in the public
- 34 interest, including but not limited to the U.S. Public Health Service or Peace Corps.
- 35 10. Volunteer or Community Service Leave. After applicable accrued leave has been
- 36 exhausted, leave of absence without pay may be granted for community volunteerism or
- 37 service.
- 38 11. Formal Collective Bargaining Leave. Leave without pay may be granted to participate in
- 39 formal collective bargaining sessions authorized by RCW 41.80-56 as mutually agreed
- 40 by the parties.
- 41 12. The use of leave for certain emergency services personnel will be granted in accordance
- 42 with RCW 49.12.460.
- 43 13. Leave for organ donors will be granted in accordance with UW APS 45.9.
- 44

1 Section 13. Shared Leave

- 2 1. The purpose of this article is to inform employees of the basic provision of the leave-
3 sharing program established by RCW 41.04.650 – 41.04.670, as now or hereafter
4 amended. In the event that there is any question as to leave sharing eligibility,
5 entitlement or definition of terms, the language of the Revised Code of Washington is
6 definitive.

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

- 10 a. Having a severe or extraordinary illness; or
11 b. Having caregiver responsibilities for a relative or household member with a
12 severe or extraordinary illness; or
13 c. The employee is serving as an approved emergency worker; or
14 d. When voluntarily or involuntarily serving in one of the uniformed services; of the
15 United States, or
16 e. Being a victim of domestic violence, sexual assault or stalking, or assisting a
17 family member who is a victim of domestic violence, sexual assault or stalking, or
18 f. Sickness or temporary disability due to a pregnancy-related medical condition or
19 miscarriage; or
20 g. Taking parental leave to bond with and care for their newborn, adoptive or foster
21 child, for a period of up to sixteen (16) weeks after birth or placement.
- 22 2. Shared Leave Program. The shared leave program is administered consistent with state
23 law and [applicable provisions of](#) University policy [APS 45.10](#). Employees seeking to
24 request shared leave or to donate shared leave to another employee will follow the
25 request procedures that the Human Resources Department publishes for that purpose.
- 26 3. WA State Shared Leave Pool Programs. In accordance with state law and [applicable](#)
27 [provisions of](#) University Policy [APS 45.10](#), eligible state employees may donate leave to
28 the following shared leave pool programs:
29 a. Uniformed Services Shared Leave Pool Program
30 b. Foster Parent Shared Leave Pool Program
31 c. Veterans' In-State Service Shared Leave Pool Program
32
33
34
35
36
37
38
39
40
41
42
43
44

Tentatively Agreed To:

For the Union:

DocuSigned by: *Abby Gambrell* BE452B433C7C41D... 4/10/2023
DocuSigned by: *David Parsons* 2CF7701799DD422... 4/10/2023
DocuSigned by: *[Signature]* 18329F9CB76E439... 4/10/2023

For the Employer:

DocuSigned by: *Banks Evans* 4/10/2023
C5469E99932C427...

DocuSigned by: *Katie Osterhoff* 03B309A126F34ED... 4/10/2023
DocuSigned by: *Max Friedl* F8541F77FFF34F1... 4/11/2023
DocuSigned by: *[Signature]* 58C2AC000A8A44F... 4/10/2023

1
2
3

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

Article XX. Transportation and Commute Reduction

~~Section 1.~~

~~The University and the Union agree that reducing the carbon footprint is a mutual goal.~~

Section 2. U-PASS

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

Section 3. University Transportation Committee (UTC)

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

Section 4. Notice

~~The University agrees to inform the Union as soon as possible after the University learns of any modifications to parking policies that may affect bargaining unit employees.~~ At sites operated by the University Transportation Services Department, the Union will have the option to bargain the impacts of any changes to parking access policy that will affect bargaining unit employees. This does not include parking rate increases, parking payment automation, or increases/decreases to the number of parking spaces.

Section 5.

All bargaining unit employees shall have access to the same parking related services and programs that are available to, and on the same basis as, full-time staff of the University. ~~The Union may raise issues and concerns about the University's parking program at Joint Union-Management Committee meetings.~~

Section 6.

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

~~Section 7.~~

~~Employees are encouraged to participate in alternative transportation programs including public transportation, bicycle programs, carpool programs, and other alternative transportation programs. The University shall move toward enhanced transit programs.~~

~~Section 8.~~

~~To increase the accessibility of bike commuting, employees shall have access to shower facilities in their designated work location. If an employee's designated work location does not have shower facilities, the employee shall be granted access to a nearby UW-controlled building that has shower facilities at no cost. The University shall maintain a webpage listing buildings~~

1 ~~with established shower facilities. Gaining access to shower facilities for employees working in~~
2 ~~non-UW controlled spaces is an appropriate subject for the Joint Union Management~~
3 ~~Committee.~~

4
5 ~~Section 9.~~
6 ~~UW will reimburse employees for the purchase, repair, improvement, and storage of bicycles up~~
7 ~~to a maximum reimbursement of \$360 each calendar year.~~

8
9 Section 6: If an employee's designated work location does not provide access to have
10 shower facilities, upon the request of the employee, access to shower facilities may be
11 granted at a nearby University-controlled building that has available employee shower
12 facilities. Employees may only request access for themselves and not multiple people.
13 Employee requests to use a shower facility in an area the employee would not
14 otherwise be granted access will not be considered. Nothing in this section is subject to
15 Article XX Grievance Procedure.
16
17

Tentatively Agreed To:

For the Union:		For the Employer:	
DocuSigned by: <i>David Parsons</i> 2CF7701799DD422... 3/10/2023	DocuSigned by: <i>[Signature]</i> 18329F9CB76E439... 3/10/2023	DocuSigned by: <i>Banks Evans</i> C5469E99932C427... 3/10/2023	
DocuSigned by: <i>Katie Osterhage</i> 03B309A126F34ED... 3/10/2023	DocuSigned by: <i>Max Friedfeld</i> F8541F77FFF34F1... 3/13/2023	DocuSigned by: <i>[Signature]</i> 58C2AC000A8A44F... 3/10/2023	

18
19
20

Article XX. Travel

Section 1.

Any employee required to travel to a place of work other than their regular official duty station shall be reimbursed for travel costs if eligible, in accordance with University of Washington Administrative Policy Statements, Section 70. Reimbursements must will be processed within thirty (30) days of submission of all required reimbursement forms and required receipts. The University will reimburse any credit card interest fees incurred by employees resulting from untimely reimbursement processing.

Section 2.

All provisions in Article XX Hours of Work will apply to travel.

Section 23.

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

Tentatively Agreed To:

For the Employer:

DocuSigned by:

Banks Evans

Banks Evans C5469E99932C427...

Date: 1/10/2023

For the Union:

DocuSigned by:

David Parsons

David Parsons 2CF7701799DD422...

Date: 1/10/2023

DocuSigned by:

Max Friedfeld

Max Friedfeld F8541F77FFF34F1...

Date: 1/10/2023

DocuSigned by:

Sam Sumpter

Sam Sumpter F7D8725B192E74AD...

Date: 1/10/2023

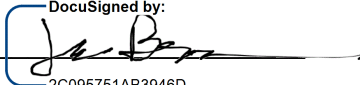
DocuSigned by:

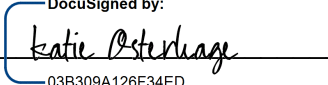
Abby Gambrell

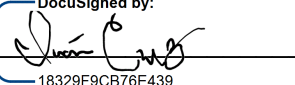
Abby Gambrell BE452B433C7C41D...

Date: 1/10/2023

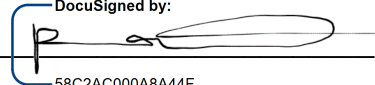
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

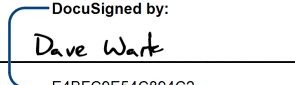
DocuSigned by:

Jai Broome
2C095751AB3946D...
Date: 1/10/2023

DocuSigned by:

Katie Osterhage
03B309A126F34ED...
Date: 1/10/2023

DocuSigned by:

Iván Cruz
18329F9CB76E439...
Date: 1/10/2023

I.C.

DocuSigned by:

Tricia Wu
58C2AC000A8A44F...
Date: 1/10/2023

DocuSigned by:

Dave Wark
E4BFC9E54C894C2...
Date: 1/10/2023

Article XX: Tuition Exemption Program

Section 1.

The Tuition Exemption Program is one of the University of Washington’s most valuable benefits. Eligible employees who wish to take a course in addition to their regular work responsibilities may participate in the University’s tuition exemption program as authorized by applicable state law and University policy set forth in the Administrative Policy Statement 22.1. Subject to operational needs and management discretion, supervisors will make a good faith effort to allow the use of flex time or vacation time off for employees who wish to take a class/course during their regular work hours. The course is not required to benefit the department.

Section 2. Release Time and Fees.

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

~~Section 3. Registration.~~

~~Employees will be allowed to register for class on the third day of the quarter.~~

Tentatively Agreed To:

For the Employer:

DocuSigned by:
Banks Evans
Banks Evans
Date: 1/23/2023

For the Union:

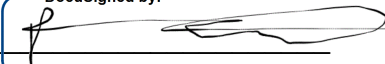
DocuSigned by:
David Parsons
David Parsons
Date: 1/25/2023

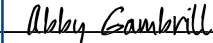
DocuSigned by:
Max Friedfeld
Max Friedfeld
Date: 1/23/2023

DocuSigned by:
Iván Cruz
Iván Cruz
Date: 1/23/2023

DocuSigned by:
Katie Osterhage
Katie Osterhage
Date: 1/24/2023

1
2
3
4
5
6
7
8
9
10

DocuSigned by:

Tricia Wu
58C2AC000A8A44F...
Date: 1/23/2023

DocuSigned by:

Abby Gambrell
BE452B433C7C41D...
Date: 1/23/2023

Article XX. Union Rights

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

Section 1.

Except for employees working at UW Applied Physics Laboratory, each~~Each~~ pay period UW shall provide the following four~~three~~ (34) reports electronically in EXCEL format:

1. 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 fees
- Deduction amount other
- Deduction amount VCAP
- Total wages for the pay period
- Total base pay for pay period
- Total overtime pay for pay period

- 45 Total overtime hours per pay period
- 46 Total hours worked in the pay period
- 47 Days in the pay period
- 48 Total hours for each class/type of differential and or/ premium pay for the pay period
- 49 Total wages for each class/type of differential and or/ premium pay for the pay period
- 50 Total wages year to date.
- 51 Pension plan enrollment (which plan)
- 52 Position number
- 53 Medical plan enrollment (which plan)
- 54 Bargaining Unit
- 55 Total FTE
- 56 ~~Anniversary date (step date)~~
- 57 ~~Employment status (regular full time, regular part time, hourly, fixed duration part time,~~
- 58 ~~fixed duration full time)~~

59

60 2. All appointment list

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

- 62 ID by each worker.
- 63 Appointment budget number(s)
- 64 Beginning date
- 65 End date
- 66 Department and /or hiring unit
- 67 College/Org name
- 68 Job Classification
- 69 Job Classification Code
- 70 Full time salary ~~or hourly rate~~
- 71 Appointment/FTE Percentage
- 72 Appointment status
- 73 ~~Appointment term~~
- 74 Distribution line information.
- 75 Position number
- 76 Earnings in last pay cycle
- 77 ~~Hours worked in last pay cycle~~
- 78 FTE in last pay cycle

79

80 3. Change Report

- 81 Name
- 82 Job classification
- 83 Job classification code
- 84 Department
- 85 Employee ID
- 86 Original hire date
- 87 Status change date
- 88 Termination/separation date if any

89 Reason for status change, nature of status change
 90 Reason for termination/separation
 91 LOA effective date
 92 Nature of LOA
 93 New hire date
 94 New Hire

95

96 ~~4. Vacancy Report~~

97 ~~Position Number~~

98 ~~Job Classification~~

99 ~~Date of vacancy~~

100 ~~Elimination date of vacancy~~

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

102

103 Section 2.

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

106

107 Section 3.

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

113

114 Section 4.

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

117

118 Section 5.

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

130

131 Section 6.

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

137

138 Section 7. Release time for ~~Union business~~Successor Agreement Bargaining

139 The University shall provide paid release time without loss of pay for up to ~~ten-five (510)~~
140 employees, designated by the Union for the purpose of bargaining a replacement agreement
141 during normal working hours, ~~union orientations, and grievance processing,~~ provided that such
142 representatives shall remain responsible for fulfilling all of their employment duties and
143 responsibilities. Employees shall comply with their PI or supervising manager's normal
144 procedures for notifying the PI or supervising manager and obtaining permission for such time,
145 provided that permission shall not be unreasonably withheld.

146

147 Section 8.

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

150

151 ~~Section 9.~~

152 ~~New Employee Rights~~

153 ~~A. The University shall provide each new Employee, at the same time as providing forms~~
154 ~~required for new employment (e.g. W4 and I9), introductory materials from the Union, including~~
155 ~~a Union Membership Election Form and Voluntary Community Action Program (VCAP) form.~~

156

157 ~~B. In exceptional situations where the Employee has completed other required employment~~
158 ~~forms before they are hired into the bargaining unit, the University shall provide introductory~~
159 ~~materials from the Union, including a Union Membership Election Form and VCAP form, at the~~
160 ~~time they are hired into the bargaining unit.~~

161

162 ~~C. The University will make every reasonable effort to have completed Membership Election~~
163 ~~Forms and VCAP forms returned to the Union within ten (10) calendar days of receipt and to~~
164 ~~notify the Union within ten (10) calendar days of all new Employees hired to include name,~~
165 ~~home department/hiring unit, job code, home address, mail stop, Employee Identification~~
166 ~~Number and appointment start date. The University shall meet with the Union to develop the~~
167 ~~method of notification.~~

168

169

170

171

172

173

174

175


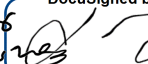
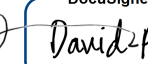
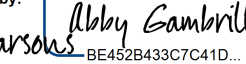
Tentatively Agreed To:

For the Union:

DocuSigned by:  58C2AC000A8A44F... 6/5/2023
DocuSigned by:  F8541F77FFF34F1... 6/5/2023
DocuSigned by:  05B309A120F34ED... 6/5/2023

For the Employer:

DocuSigned by:
 Banks Evans 6/5/2023
C5469E99932C427...

DocuSigned by:  1828959CB76E439 6/5/2023
DocuSigned by:  997FC0D9AC314A6 6/5/2023
DocuSigned by:  2D5701799DD422 6/5/2023
DocuSigned by:  Abby Gambrell BE452B433C7C41D... 6/5/2023

Article XX. Union Security

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

Section 1. Union Membership.

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

Section 2.

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

A. The Union shall transmit to the Employer, [via a web based electronic reporting system](#), by the cut-off date for each payroll period, the name and Employee ID number of employees with new or changed deduction authorizations. The Employer will provide instructions and templates for the web based electronic reporting system and provide a calendar of required payroll cut-off dates.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

The Union specifically agrees that the University shall assume no obligation other than that specified in this Article, or any financial liability, including the payment of any retroactive dues/service fees, arising out of the provisions of this Article. Further, the Union agrees that it will reimburse the University for any costs and indemnify and hold the University harmless from

45 any claims, actions or proceedings by any person or entity arising from any deductions made or
46 other actions taken under this Article. This indemnification includes the cost of representation.
47

48 Section 7.

49 If an employee contacts the University to request that payroll deduction be ended, the University
50 will promptly refer the employee to the Union to process the request. The University may
51 request a copy of an employee's signed card at any time.
52
53
54

55 Tentatively Agreed To:

56 For the Employer:

57
58
59
60 DocuSigned by:
61 *Banks Evans*
62 Banks Evans C5469E99932C427...
63 Date: 2/22/2023
64
65

66 For the Union:

67
68 DocuSigned by:
69 *David Parsons*
70 David Parsons 2CF7701799DD422...
71 Date: 2/22/2023
72
73

68 DocuSigned by:
69 *Max Friedfeld*
70 Max Friedfeld F8541F77FFF34F1...
71 Date: 2/23/2023
72
73

74 DocuSigned by:
75 *Iván Cruz*
76 Iván Cruz 18329F9CB76E439...
77 Date: 2/22/2023
78
79

74 DocuSigned by:
75 *Abby Gambrill*
76 Abby Gambrill BE452B433C7C41D...
77 Date: 2/22/2023
78
79

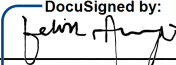
80 DocuSigned by:
81 *Tricia Wu*
82 Tricia Wu 58C2AC000A8A44F...
83 Date: 2/22/2023
84
85

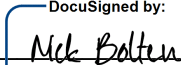
80 DocuSigned by:
81 *Katie Osterhage*
82 Katie Osterhage 03B309A126F34ED...
83 Date: 2/22/2023
84
85

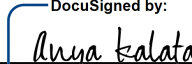
86 DocuSigned by:
87 *Jai Broome*
88 Jai Broome 2C095751AB3946D...
89 Date: 2/23/2023

86 DocuSigned by:
87 *Deborah Nemens*
88 Deborah Nemens 997FC0D9AC314A7...
89 Date: 2/23/2023

88
89
90
91
92
93
94
95
96
97
98
99
100
101
102

DocuSigned by:

Felix Amenyo 3878DA96BBD743A...
Date: 2/23/2023

DocuSigned by:

Nick Bolten 64BBEEAB418B43B...
Date: 2/22/2023

DocuSigned by:

Anya Kalata D6716E9CF07047E...
Date: 2/22/2023

Article XX. VCAP

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

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

A. The authorization form must be mutually agreed upon by the parties and contain specific UW payroll language as determined by the University. If the authorization form is not legible, as determined at the sole discretion of the University, the form will be returned for clarification.

B. The employee must be an active dues-paying member for the VCAP deduction to occur.

C. The VCAP deduction must be in a flat dollar amount and shall either be deducted from the employee's first paycheck of the month or will be divided equally between the two monthly paychecks, as determined by the University.

D. This provision is for regular recurring payroll deductions and shall not be used for one (1)-time deductions.

E. An employee may discontinue the VCAP deductions at any time upon written notification to the Payroll Office.

F. The UAW shall be responsible for any reasonable initial and ongoing processing costs associated with setting up and maintaining this additional check off. Costs will be determined at the sole discretion of the University consistent with charges made for other similar deductions. VCAP collections less any processing charges will be remitted to the UAW VCAP on a monthly basis. The remittance listing for this deduction will be added to the Union deduction information already provided to the Union.

G. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the University harmless from all claims, demands, suits or other forms of liability that may arise against the University on account of any deduction made from the wages of such employee.

Tentatively Agreed To:

For the Employer:

44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86

DocuSigned by:

Banks Evans

Banks Evans

Date: 2/22/2023

For the Union:

DocuSigned by:

David Parsons

David Parsons

Date: 2/22/2023

DocuSigned by:

Max Friedfeld

Max Friedfeld

Date: 2/23/2023

DocuSigned by:

Iván Cruz

Iván Cruz

Date: 2/22/2023

DocuSigned by:

Abby Gambrell

Abby Gambrell

Date: 2/22/2023

DocuSigned by:

Tricia Wu

Tricia Wu

Date: 2/22/2023

DocuSigned by:

Katie Osterhage

Katie Osterhage

Date: 2/22/2023

DocuSigned by:

Jai Broome

Jai Broome

Date: 2/23/2023

DocuSigned by:

Deborah Nemens

Deborah Nemens

Date: 2/23/2023

DocuSigned by:

Felix Ameyo

Felix Ameyo

Date: 2/23/2023

DocuSigned by:

Nick Bolten

Nick Bolten

Date: 2/22/2023

DocuSigned by:

Anya Kalata

Anya Kalata

Date: 2/22/2023

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

Article XX. Workspace and Materials

Section 1.

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

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

Section 2.

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

Section 3:

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

Tentatively Agreed To:

For the Union:		For the Employer:	
DocuSigned by: <i>David Parsons</i> 2CF7701799DD422... 3/10/2023	DocuSigned by: <i>[Signature]</i> 18329F9CB76E439... 3/10/2023	DocuSigned by: <i>Banks Evans</i> C5469E99932C427 3/10/2023	
DocuSigned by: <i>Katie Osterhage</i> 03B309A126F34ED... 3/10/2023	DocuSigned by: <i>Max Friedfeld</i> F8541F77FFF34F1... 3/13/2023	DocuSigned by: <i>[Signature]</i> 58C2AC000A8A44F... 3/10/2023	

32

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

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

MOU – Empowering Prevention & Inclusive Communities (EPIC)

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

A. The parties agree that the Employer will make the EPIC training enshrined in the UW-UAW Academic Student Employee Collective Bargaining Agreement also available to Postdoctoral Scholars and Research Scientists/Engineers A-4 (RSEs).

B. Trainings for Academic Student Employees, Postdoctoral Scholars, and RSEs ~~will~~ may be held jointly and scheduled at mutually agreeable dates and times subject to needs of the unit.

C. The Employer will provide ~~an additional .2 FTE appointment/assignment for a total of four (4) .2 FTE Postdoctoral Scholar and RSE appointments/assignments s for up to four (4) RSE~~ trainers per calendar year. These slots may be filled by either Postdoctoral Scholars or RSEs and the trainers may train both Postdoctoral Scholars and RSEs.

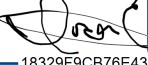
D. The University and the Union shall jointly agree upon the RSEs to be designated as trainers.

E. The parties may mutually agree to utilize the funds dedicated for the FTEs listed above in a different manner in support of the EPIC program.

~~F. The University will strongly encourage all incoming RSEs to attend EPIC training.~~

F. Nothing in this MOU shall constitute an agreement to continue or extend EPIC training beyond its currently bargained expiration date which is enshrined in the UW-UAW Academic Student Employee Collective Bargaining Agreement. Moreover, nothing in this MOU shall constitute an agreement to continue EPIC training for just RSEs, just Postdocs, just ASEs or any combination thereof.

Tentatively Agreed To:

For the Union:			For the Employer:
<small>DocuSigned by:</small>  <small>18329E9CB76E438...</small>	<small>DocuSigned by:</small> <i>David Parsons</i> <small>2CE7701799DD422</small>	<small>DocuSigned by:</small> <i>Abby Gambrell</i> <small>BE452B433C7C41D...</small>	<small>DocuSigned by:</small> <i>Banks Evans</i> <small>C5469E99932C427...</small>
6/13/2023	6/13/2023	6/13/2023	6/13/2023

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

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

MOU –SALARY ADJUSTMENT

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

This MOU will expire upon implementation.

Tentatively Agreed To:

For the Union:			For the Employer:
6/13/2023	6/13/2023	6/13/2023	6/13/2023

24

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

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

MOU – POSITION REVIEW APPEAL PROCESS

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

- A. If the Union wishes to appeal the Position Review decision of the Employer, it may appeal to the Classification Review Hearing Officer within thirty (30) calendar days following the date of the Employer’s written response.
- B. **Hearing Officer.** The Hearing Officer shall be jointly selected by the parties within thirty (30) days of the execution of this contract and shall serve for a minimum of one (1) year from the date of selection. At that time the parties may choose to re-appoint the Hearing Officer or select a different Hearing Officer who will also serve for a minimum of one (1) year from date of selection.
- C. **Hearings.** The Hearing Officer shall hold hearings on a quarterly basis unless there are no appeals to hear or the parties agree to pend any open appeals. All materials considered in the position review shall be submitted to the Hearing Officer prior to the hearing and neither party will submit evidence at the hearing that was not submitted during the position review. The Hearing Officer shall endeavor to hold multiple hearings each day, and shall issue a concise decision which shall be final and binding. The Hearing Officer shall have no authority to alter the terms and conditions of this contract. Employees may be represented by the Union at the hearing. The Hearing Officer’s fees and expenses shall be shared equally by the parties.
- D. This MOU will expire XXXX (12 months after ratification) but can be extended with mutual agreement. The appeal hearing language above will apply to appeals filed for position reviews that were submitted prior to the expiration of this MOU. If there are no position review appeals within the 12 months after ratification, this MOU will automatically be extended, and the expiration date will be one day prior to the end of the CBA.

43
44

Tentatively Agreed To:

For the Union:			For the Employer:
DocuSigned by:  58C2AC000A8A44F...	DocuSigned by: <i>Max Fried</i> F8541F77FFF34F1...	DocuSigned by: <i>Stacie Osterhage</i> 03B309A126F34ED...	DocuSigned by: <i>Banks Evans</i> 4/10/2023 C5469E99932C427...
4/10/2023	4/11/2023	4/10/2023	
DocuSigned by:  18329F9CB76E439...	DocuSigned by: <i>David Parson</i> 2CF7701799DD422...	DocuSigned by: <i>Abby Gambrell</i> BE452B433C7C41D...	
4/10/2023	4/10/2023	4/10/2023	

45
46
47

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

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

MOU – SALARY RANGE MINIMUMS

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

- A. The Employer will implement increases to the salary range minimums for the following job titles: Research Scientist/Engineer Assistant, APL Research Scientist/Engineer Assistant, APL Ocean Scientist Assistant, APL Ocean Engineer Assistant, APL Autonomous System Operations and Control Scientist Assistant, APL Autonomous System Operations and Control Engineer Assistant, APL Medical Scientist Assistant, APL Medical Engineer Assistant (job codes XXXX) listed in Article XX Compensation, Table 1 as follows:
 - 1) Six percent (6%) effective October 1, 2023
 - 2) Ten percent (10%) effective November 1, 2024
 - 3) Ten percent (10%) effective November 1, 2025

- B. The Employer will implement increases to the salary range minimums for the following job titles: Research Scientist/Engineer 1, APL Research Scientist/Engineer 1, APL Ocean Scientist 1, APL Ocean Engineer 1, APL Autonomous System Operations and Control Scientist 1, APL Autonomous System Operations and Control Engineer 1, APL Medical Scientist 1, APL Medical Engineer 1 (job codes XXXX) listed in Article XX Compensation, Table 1 as follows:
 - 1) Six percent (6%) effective October 1, 2023
 - 2) Ten percent (10%) effective November 1, 2024
 - 3) Ten percent (10%) effective November 1, 2025

34 **C.** The Employer will implement increases to the salary range minimums for the following
35 job titles: Research Scientist/Engineer 2, APL Research Scientist/Engineer 2, APL
36 Ocean Scientist 2, APL Ocean Engineer 2, APL Autonomous System Operations and
37 Control Scientist 2, APL Autonomous System Operations and Control Engineer 2, APL
38 Medical Scientist 2, APL Medical Engineer 2, (job codes XXXX) listed in Article XX
39 Compensation, Table 1 as follows:

- 40 1) Four percent (4%) effective October 1, 2023
- 41 2) Eleven percent (11%) effective November 1, 2024
- 42 3) Eleven percent (11%) effective November 1, 2025

43

44 **D.** The Employer will implement increases to the salary range minimums for the following
45 job titles: Research Scientist/Engineer 3, APL Research Scientist/Engineer 3, APL
46 Ocean Scientist 3, APL Ocean Engineer 3, APL Autonomous System Operations and
47 Control Scientist 3, APL Autonomous System Operations and Control Engineer 3, APL
48 Medical Scientist 3, APL Medical Engineer 3, (job codes XXXX) listed in Article XX
49 Compensation, Table 1 as follows:

- 50 1) Four percent (4%) effective October 1, 2023
- 51 2) Eleven percent (11%) effective November 1, 2024
- 52 3) Eleven percent (11%) effective November 1, 2025

53

54 **E.** The Employer will implement increases to the salary range minimums for the following
55 job titles: Research Scientist/Engineer 4, APL Research Scientist/Engineer 4, APL
56 Ocean Scientist 4, APL Ocean Engineer 4, APL Autonomous System Operations and
57 Control Scientist 4, APL Autonomous System Operations and Control Engineer 4, APL
58 Medical Scientist 4, APL Medical Engineer 4, (job codes XXXX) listed in Article XX
59 Compensation, Table 1 as follows:

- 60 1) Four percent (4%) effective October 1, 2023
- 61 2) Eleven percent (11%) effective November 1, 2024
- 62 3) Eleven percent (11%) effective November 1, 2025

63

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

65

Tentatively Agreed To:

For the Union:

For the Employer:

DocuSigned by: *Abby Gambhill* DocuSigned by: *David Parsons* DocuSigned by: *Donna*
_BE452B433C7C41D... 2CF7701799DD422... 18329F9CB76E439...
6/13/2023 6/13/2023 6/13/2023

DocuSigned by: *Banks Evans*
C5469E99932C427
6/13/2023

66
67

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

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

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

MOU – UNION ROSTERS APPLIED PHYSICS LABORATORY (APL)

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

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

- Name
- Home Address
- Home phone
- Cell phone
- Work phone
- Personal Email
- UW NetID
- UW email
- UW mailbox
- Employment status
- Employment status effective date
- Org
- Pay grade
- Pay rate salary
- Hourly rate
- Race
- Gender
- Date of hire
- Deduction amount dues
- Deduction amount fees
- Deduction amount other
- Deduction amount VCAP

- 40 Total wages for the pay period
41 Total base pay for pay period
42 Total overtime pay for pay period
43 Total overtime hours per pay period
44 Total hours worked in the pay period
45 Days in the pay period
46 Total hours for each premium pay for the pay period
47 Total wages for each premium pay for the pay period
48 Total wages year to date
49 Pension plan enrollment (which plan)
50 Medical plan enrollment (which plan)
51 Total FTE
52 Termination/separation date if any
53 Reason for termination/separation
54
- 55 B. By receiving information about University employees, the Union agrees to
56 establish and maintain effective practices that ensure University information is
57 only accessed by individuals who are specifically authorized for its use.
58
- 59 C. In the event the Union becomes aware of a data breach involving information it
60 has received about University employees, where data breach is understood to
61 mean the loss of control, compromise, unauthorized disclosure, unauthorized
62 acquisition, or any similar occurrence where a person other than an authorized
63 user accesses or potentially accesses the information, the Union shall
64 immediately notify ~~the University's Privacy Officer, the University's Facility~~
65 ~~Security Officer, and the Chief Information Security Officer.~~ The Union agrees to
66 cooperate with any investigation of a data breach, ~~including making all~~
67 ~~information systems and devices, including any personal devices, available to~~
68 ~~the University and/or compliance agencies to which the University is~~
69 ~~accountable.~~
- 70
- 71 D. If the University becomes aware of a change in adversary or threat condition that
72 impacts its ability to provide any of the information in Section A above, it will
73 notify the Union within thirty (30) days and bargain effects if requested.~~The~~
74 ~~University may modify the information provided in this report at any time in~~
75 ~~response to a change in adversary or threat conditions. The Union will be~~
76 ~~notified of any changes.~~
- 77
- 78 E. If at any time information contained in this article is deemed to be Controlled
79 Unclassified Information (CUI) by a sponsoring agency, the Union agrees to
80 comply with all applicable federal regulations prior to receiving the CUI.

81

Tentatively Agreed To:

For the Union:			For the Employer:
DocuSigned by: <i>Abby Gambri</i> BE452B433C7C41D...	DocuSigned by: <i>David Parsons</i> 2CF7701799DD422...	DocuSigned by: <i>[Signature]</i> 997FC0D9AC314A7...	DocuSigned by: <i>Banks Evans</i> C5469E99932C427...
6/5/2023	6/5/2023	6/5/2023	6/5/2023

DocuSigned by: <i>[Signature]</i> 18329F9CB76E439...	DocuSigned by: <i>Katie Osterhagen</i> 03B309A126F34ED...	DocuSigned by: <i>Max Friedfeld</i> F8541F77FFF34F1...	DocuSigned by: <i>[Signature]</i> 58C2AC000A8A44F...
6/5/2023	6/5/2023	6/5/2023	6/5/2023

82

1
2
3
4
5
6
7
8
9
10
11
12
13

Side Letter XX Equity Survey

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

This Side Letter will expire on June 6, 2025.

Tentatively Agreed To:

For the Union:			For the Employer:
DocuSigned by: <i>Abby Gambri</i> BE452B433C7C41D...	DocuSigned by: <i>David Parson</i> 2CF7701799DD422...	DocuSigned by: <i>Suán Cruz</i> 18329F9CB76E439...	DocuSigned by: <i>Banks Evans</i> 6/6/2023 C5469E99932C427...
6/6/2023	6/13/2023	6/12/2023	
DocuSigned by: <i>Katie Oster</i> 03B309A126F34ED...	DocuSigned by: <i>Alex Fried</i> F8541F77FFF34F1...	DocuSigned by: <i>[Signature]</i> 58C2AC000A8A44F...	
6/12/2023	6/7/2023	6/6/2023	

14

1
2
3
4
5
6
7
8
9
10
11

Side Letter XX Visa Sponsorship

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

This side letter expires on XXXX (last day of the CBA).

Tentatively Agreed To:

For the Union:			For the Employer:
DocuSigned by: <i>Abby Gambri</i> BE452B433C7C41B...	DocuSigned by: <i>David Parsons</i> 2CF7701799DD422...	DocuSigned by: <i>[Signature]</i> 18329F9CB76E439...	DocuSigned by: <i>Banks Evans</i> C5469E99932C427...
5/5/2023	5/5/2023	5/5/2023	5/5/2023
DocuSigned by: <i>Katie Osterwald</i> 03B309A126F34ED...			DocuSigned by: <i>[Signature]</i> 58C2AC000A8A44F...
5/5/2023	5/5/2023	5/5/2023	

12
13
14