

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
UNIVERSITY OF WASHINGTON
AND
SEIU, LOCAL 925, AFL-CIO
FOR THE
CLERICAL CAMPUSWIDE NONSUPERVISORY
MEDIA SERVICES AND
DATA PROCESSING BARGAINING UNITS

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ARTICLE 1 - PREAMBLE AND PURPOSE

This Agreement is made by and between the Board of Regents of the University of Washington, hereinafter referred to as the Employer, and the Service Employees International Union, Local 925, AFL-CIO, hereinafter referred to as the Union.

The Employer is the Board of Regents of the University of Washington acting through its agents, administrators, and supervisors as determined by the Board of Regents.

Provisions of this Agreement apply to those regular monthly employees who are employed at the University of Washington in classifications included in the Clerical Campuswide Nonsupervisory, Administrative Nonsupervisory, Media Services, and Data Processing Bargaining Units (see Appendix I).

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

ARTICLE 2 - NONDISCRIMINATION/AFFIRMATIVE ACTION

- 2.1 Nondiscrimination. Neither the Employer nor the Union shall discriminate against any employee by reason of the following status: age, sex (except where age or sex is a bona fide occupational qualification), race or ethnic origin, color, creed, national origin, religion, disability, disabled or Vietnam era veteran, political affiliation, marital status, sexual orientation, or membership or nonmembership in a union.
- 2.2 Affirmative Action.
- (a) Policies. In conjunction with Federal and State Executive Orders, the Employer and the Union agree on the need for an affirmative action approach to correct and review any inequities in the employment process. The Employer shall have and implement an affirmative action plan which requires the Employer to make special efforts to recruit, employ, retain, train, promote, encourage career development, and transfer qualified members of groups formerly excluded, even if that exclusion cannot be traced to particular discriminatory actions on the part of the Employer, and to develop, implement, and monitor affirmative action goals and timetables for hiring and/or promoting members of protected groups into job classes/categories where it has been determined that under-utilization exists.
 - (b) Applicable Law. The Union and the Employer agree to abide by and support the applicable statutory and administrative laws pertaining to equal opportunity and elimination of employment inequities. In order to promote this policy, the Employer will continue its affirmative action program for qualified women, ethnic and racial minorities, persons of disability, persons age forty (40) and over, disabled veterans, and Vietnam era veterans.

- 2.3 Sexual Harassment. No employee shall be subjected to discrimination in the form of sexual harassment, currently defined in the University of Washington Handbook (Volume 4, Part 1, Chapter 2) as the use of one's authority or power, either explicitly or implicitly, to coerce another into unwanted sexual relations or to punish another for his or her refusal, or as the creation by a member of the University community of an intimidating, hostile, or offensive working or educational environment, through verbal or physical conduct of a sexual nature.
- 2.4 Complaints. A discrimination complaint may be filed with the University Complaint Investigation and Resolution Office and/or as a grievance in accordance with Article 4 of this Agreement. Employees may also file discrimination complaints with appropriate federal or state agencies. The parties agree to encourage the filing of discrimination complaints through the University Complaint Investigation and Resolution Office.

ARTICLE 3 - UNION MEMBERSHIP, FAIR SHARE AND DUES DEDUCTION

- 3.1 Union Membership and Fair Share Fee. The Union shall fairly represent all employees covered by this Agreement. Therefore, as a condition of employment, employees who are covered under this Agreement shall, within sixty (60) days of employment, or within sixty (60) days of the effective date of this Agreement (whichever is later) either execute a union membership and payroll deduction form or a fair share payroll deduction form and shall have the appropriate fee deducted from their payroll checks. Any employee who is a member of the Union may voluntarily withdraw their membership from the Union and pay a fair share fee by giving written notice to the Union within thirty (30) days prior to the expiration date of this Agreement.

Employees who are determined by the Public Employment Relations Commission (PERC) to satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular union dues and initiation fees to a charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the fair share fee.

- 3.2 Dues Deduction. Upon written authorization by an individual employee, the Employer shall provide for the semi-monthly payroll deductions of union dues and fair share fees which are uniformly applied to all members in those bargaining units in which the Union is the exclusive bargaining agent.
- 3.3 Indemnification. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the University harmless from all claims, demands, suits or other forms of liability that may arise against the University for or on account of any deductions made from the wages of such employees.
- 3.4 Remittance of Dues. The Employer shall electronically transmit to the Union on the first bank working day after each payday all dues and fair share fees deducted for that pay period in those bargaining units for which the Union is the exclusive bargaining representative.
- 3.5 Listing of Employees. The Employer shall provide the Union with a semi-monthly listing of all employees with union dues or fair share fee deductions in the designated

bargaining units and a monthly listing of all employees in the designated bargaining units who terminated their employment, or changed their employment status, classification or work location. The employer shall provide this information electronically along with bargaining unit pay rates and home addresses.

ARTICLE 4 - GRIEVANCE PROCEDURE

- 4.1 Definition. A grievance, within the meaning of this Agreement, shall be defined as any alleged misapplication or misinterpretation of the terms of this Agreement.

A grievant, within the meaning of this Agreement, shall be defined as an employee within a bargaining unit covered by this Agreement who alleges a grievance, the Union alleging a grievance, or the Employer under the terms and conditions of this Agreement. An individual grievant may not invoke Steps Three or Four of the grievance procedure without authorization from the Union. Grievances involving formal counseling (Step One), final counseling or dismissal (Step Two) shall be submitted to the level of supervision or designee having authority to act.

- 4.2 Responsibilities. The Union shall prevail upon all employees in the bargaining units and especially stewards to make a diligent and serious attempt to resolve complaints at the lowest possible level. The Employer, likewise, shall prevail upon its supervisory personnel to cooperate fully with the stewards and other Union representatives in the prompt resolution of any grievances that may arise.

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

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

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

- 4.6 Grievance Withdrawal. A grievance may be withdrawn in writing at any time by mutual agreement of both parties and if withdrawn shall not be resubmitted.
- 4.7 Employee Representation. The Union as exclusive representative of bargaining unit employees is the responsible representative of said employees in grievance matters.
- 4.8 The parties agree that decisions rendered under the prior HEPB process shall not be determinative or precedential for any issue raised under the grievance procedure.
- 4.9 Steps of the Grievance Procedure. All grievances shall be processed in accordance with the following procedures. Grievances over final counseling or dismissal will begin at Step Two. For all other grievances the parties may agree to waive Step One. For grievances filed directly at Step Two, the grievant will have thirty (30) calendar days from the occurrence of the situation, condition or action which caused the grievant to file.

Step One: Presentation. Within thirty (30) calendar days of the occurrence of a situation, condition, or action which caused the grievance, the employee(s) affected and/or the steward or Union representative shall present the grievance to the employee's immediate supervisor for resolution. Presentation of the grievance shall include a short written description of the subject of the grievance and the contract Articles allegedly violated. If the grievance is directed against the employee's immediate supervisor, the grievance may be presented to the next higher level of supervision. The parties shall attempt to meet to resolve the grievance within fifteen (15) calendar days. The supervisor will respond within five (5) calendar days of the meeting.

Step Two: If a satisfactory settlement is not reached in Step One, and the employee wishes to pursue the matter further, said grievance shall be put into writing on the authorized grievance form and referred to the department head or designee or to the next appropriate level of management and the Office of Labor Relations within fifteen (15) calendar days after the decision from Step One. The date of alleged occurrence of the grievance shall be specified. The parties shall attempt to meet to resolve the grievance within fifteen (15) calendar days following the date of written submittal. At this step the Union agrees to cite all known sections of the Agreement which allegedly have been violated and to provide a copy to the Human Resources Office and Office of Labor Relations. The grievant may be represented by a steward and union staff representative. The University will be represented by the appropriate management official, or designee, a representative from the Office of Labor Relations and a human resources consultant, if desired by the University. The University will respond in writing within ten (10) calendar days.

Step Three: Grievance Mediation. If a satisfactory settlement is not reached at Step Two, the grievant with authorization from the Union may submit the written grievance to the Office of Labor Relations requesting grievance mediation within fifteen (15) calendar days.

Upon mutual agreement, the Employer and the Union shall request, within ten (10) calendar days, grievance mediation services of the Public Employment Relations Commission (PERC). If those services are unavailable on a timely basis, the parties shall immediately request a list of grievance mediators from the Federal Mediation and Conciliation Service (FMCS). The cost of the mediation shall be borne equally by both parties.

Step Four: Arbitration. If a satisfactory settlement is not reached at Step Two or Step Three, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. Such submittal must be made within fifteen (15) calendar days following the conclusion of Step Two or Step Three. Within sixty (60) calendar days of the execution of the Agreement, the parties agree to meet to establish a permanent panel of three (3) – five (5) arbitrators. These arbitrators shall be assigned cases by the parties on a rotating basis. If the arbitrator is not available to hear the case within sixty (60) calendar days of the decision by either party to go to arbitration, the parties will contact the next arbitrator in the rotation. If no arbitrator can hear the case within sixty (60) calendar days, the case will be assigned to the arbitrator who can hear the case on the earliest date. The appointment to the panel will be for the first eighteen (18) months of the Agreement at which time either party may decide not to continue the appointment. If an individual arbitrator decides to remove his/her name from the panel or if one or more members of the panel are not continued by either party, the parties will meet to decide whether to substitute an additional name(s).

Until the panel is implemented, the parties will select an arbitrator using the procedure in the November 16, 1999-November 15, 2002 contract. The parties agree that the arbitrator shall have no power to render a decision that adds to, subtracts from, alters or modifies in any way the terms and conditions of the Agreement. The parties further agree that the decision of the arbitrator will be final and binding upon all parties. The cost of the arbitration shall be borne equally by the parties and each party shall bear the full cost of presenting its own case. The arbitrator's decision shall be made in writing and the arbitrator shall be encouraged to render the decision within thirty (30) calendar days of the close of the arbitration.

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

ARTICLE 5 - STEWARDS

- 5.1 Recognition. The Employer recognizes the right of the Union to designate a maximum of seventy (70) union stewards who shall be members of the bargaining units and who upon proper designation in accordance with Section 5.3 of this Article shall be authorized to take up employee grievances through the grievance procedure of this Agreement.
- 5.2 Steward Release Time. A steward who is processing a grievance in accordance with the grievance procedure of this Agreement shall be permitted reasonable time to assist in the resolution of legitimate employee grievances on the Employer's property without loss of pay or recorded work time. Time off for processing grievances shall be granted to a steward by supervision following a request, but in consideration of job responsibilities. If permission for time off cannot be immediately granted, the supervisor shall arrange for time off at the earliest possible time thereafter.

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

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

- 5.3 Designation of Stewards and Areas of Jurisdiction. The Union will submit to the Office of Labor Relations on a semiannual basis the names of all Union officers, stewards, their work locations, and areas of jurisdiction. Stewards shall process grievances only within their jurisdiction unless otherwise mutually agreed. In the event of redesignation of stewards, notice will be provided to the Office of Labor Relations at least two (2) working days before any such steward shall be recognized as properly designated to take up employee grievances.
- 5.4 Where the Union requests in advance of a Step Two hearing that a second steward be present for training purposes, this release will be approved without loss of pay or recorded work time subject to the operational needs of the second steward's department.

ARTICLE 6 - STEWARD TRAINING

- 6.1 During each year of this Agreement each of the Union's stewards as designated in Article 5 of this Agreement shall be provided with eight (8) hours of release time without loss of pay to participate in steward training programs sponsored by the Union.
- 6.2 The Union shall submit to the Office of Labor Relations and affected departments as far in advance as possible, but at least three (3) weeks in advance, the names of those stewards who will be eligible for each training course.
- 6.3 Time off for these purposes may be approved in advance by the employee's supervisor and will be contingent upon the supervisor's ability to provide proper work coverage during the requested time off.

ARTICLE 7 - UNION BUSINESS ACTIVITIES

Employees who intend to absent themselves from work for the purpose of attending and participating in Union business functions or programs such as meetings, conventions, seminars, or to work for the Union on a temporary basis, may do so under the following conditions:

- (1) Use accrued vacation leave;
- (2) Take leave of absence without pay;
- (3) Use accrued compensatory time;
- (4) Use accrued holiday or personal holiday time.

The Union and/or the employee shall request leave approval from the affected employee's immediate supervisor as far in advance as possible but at least three (3) weeks prior to the planned absence for approval.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 General.

- (a) Hours of work for regular monthly employees in the bargaining units listed in Appendix I shall be established by the employing official.
- (b) Overtime may be assigned outside of normally scheduled shifts and compensated in accordance with Section 8.6.

8.2 Definitions.

- (a) Full-time Employee. A regular monthly staff employee scheduled to work forty (40) hours per week in a seven (7) day period; or for designated hospital personnel scheduled to work eighty (80) hours in a fourteen (14) day period.
- (b) Part-time Employee. A regular monthly staff employee scheduled to work a minimum of twenty (20) hours per week but less than forty (40) per week in a seven (7) day period; or for designated hospital personnel scheduled to work more than forty (40) hours but less than eighty (80) hours in a fourteen (14) day period. Part-time employees shall receive all benefits of employment on a pro-rata basis, except health benefits coverage which is determined by the state.

8.3 Work Day/Meal Period.

- (a) The normal work day for full-time employees typically shall be eight (8) hours to be completed within a nine (9) hour period. Meal breaks shall be a minimum of thirty (30) minutes, unpaid and on the employee's own time, provided the employee is off-duty for that meal period. It is the Employer's intention to provide uninterrupted meal breaks.
- (b) The meal period shall commence not earlier than the second hour of the shift nor later than the fifth hour of the shift. If the employee is required to work beyond the fifth hour without a break, the employee will be allowed to eat his/her meal at the duty station on the Employer's time.

8.4 Rest Breaks. Employees shall receive a fifteen (15) minute break during each four (4) hours worked. It is the Employer's intention to provide uninterrupted rest breaks.

8.5 Work Period Designations/Scheduled Work Periods. Each position will be assigned by the personnel officer to one of the work period designations identified below. Employees will be informed of their eligibility for overtime compensation.

- (a) Scheduled work periods, within which there are two (2) work schedules:

- (1) Regular work schedule. The regular work schedule for full-time regular monthly employees shall consist of five (5) consecutive and uniformly scheduled eight (8) hour days in a seven (7) day period. Uniformly scheduled means a daily repetition of the same working hours and a weekly repetition of the same working days.
 - (2) Alternative work schedule. Operational necessity or employee convenience may require positions that are normally designated regular work schedule to work an alternate forty (40) hour work schedule (other than five (5) uniform and consecutive eight (8) hour days in a seven (7) day period), or as provided by the Washington State Minimum Wage Law in conjunction with the federal law which provides for an eighty (80) hour work week in a fourteen (14) day period for hospital personnel.
- (b) Nonscheduled Work Period. The nonscheduled work period designation applies to those positions for which the hours cannot be scheduled but which work a forty (40) hour week and do not meet any of the other work period designations.
- (c) Part-time Schedule. This is any deviation from any full-time schedule which includes twenty (20) hours or more per week but less than forty (40) hours per week in seven (7) consecutive days; or for designated hospital personnel forty (40) or more hours and less than eighty (80) hours in a fourteen (14) day period.

8.6 Overtime.

- (a) Any one of the following constitutes overtime:
- (1) Work in excess of the daily work shift for full-time employees assigned to scheduled work period positions;
 - (2) Work in excess of forty (40) hours in one (1) work week for employees assigned to scheduled or nonscheduled work period positions; or
 - (3) For hospital personnel assigned to a fourteen (14) day schedule, work in excess of eight (8) hours in a twenty four (24) hour period or eighty (80) hours in a fourteen (14) day period.
- (b) Overtime worked by employees assigned to scheduled or nonscheduled work positions shall be compensated at a rate of one and one-half (1-1/2) times the employee's straight time hourly rate including shift differential for all overtime worked as provided in subsection (a) of this section.
- (c) Employees assigned to scheduled or nonscheduled work period positions 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. The accumulation of unused compensatory time that exceeds two hundred forty (240) hours must be paid in cash.

- (d) If compensation is paid to an employee for accrued compensatory time, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment. Upon termination of employment, an employee will be paid for any unused compensatory time in accordance with the Fair Labor Standards Act.
- (e) Use of accrued compensatory time shall be approved by the employing official with consideration being given to the work requirements of the department and the wishes of the employee. Compensatory time off may be scheduled by the employing official during the final sixty (60) days of a biennium.

Compensatory time must be used or paid for by June 30th of each fiscal year. Exceptions to this policy may be approved by the Human Resources Office upon written justification of the extension.

- (f) For purposes of computing overtime compensation, holidays or leave with pay during the employee's regular work schedule shall be considered as time worked.

8.7 Overtime Policies.

- (a) Whenever overtime work is required, the employing official shall determine the employees needed to work overtime on the basis of their relevant experience. Overtime shall be distributed as equitably as possible among qualified employees.
- (b) A record of overtime hours worked by each employee shall be kept by the Employer, and such record of overtime may be reviewed, upon request, by the Union.
- (c) It is intended that overtime wages for which salary payment is to be made shall be paid to the employee on the payday following the pay period in which the overtime was earned. In no event shall such overtime payments be made later than thirty (30) calendar days from the end of the pay period in which the overtime was earned providing the payroll office has received the Exception Time Report (ETR) authorizing such payment within the time limits set by the payroll department.
- (d) All employees assigned to scheduled and nonscheduled work periods in classifications listed in Appendix I shall be eligible for overtime.
- (e) Temporary Modified Weekly Schedule. By mutual agreement, individual employees and their supervisors may agree to a temporary modified weekly schedule. This schedule allows employees to alter their regular daily working hours within a work week without generating the payment of overtime (unless the employee works beyond forty (40) hours in the employee's regular work week). Temporary modified weekly scheduling adjustments must be completed within the employee's regular work week. Such scheduling will not be considered a regularly recurring alternative schedule.

8.8 Shift Assignment Notification. The Employer agrees to provide a minimum of seven (7) calendar days notice to an employee in the event of an Employer-directed permanent change in the employee's shift assignment or work schedule, except as otherwise provided in Appendix II. For temporary changes in work assignment occurring within the employee's assigned work week, the Employer will provide two (2) calendar days

notice with the day of notification constituting the first day of notice. For emergency reasons, lack of work, an existing safety hazard to the employee or others, or mutual agreement between the Employer and employee under Article 8.7(e), the Employer may temporarily change an employee's schedule with fewer than two (2) calendar days notice. Temporary is defined as no longer than one (1) week.

Temporary shift changes not mutually agreed to shall not be employed to avoid the accrual of overtime.

The assignment of employees in various shifts within each work group or department shall be determined by the employing official, provided that when qualifications are substantially equal in the judgment of the employing department, seniority shall be a factor in determining shift assignment. This criteria does not apply to positions deemed by the employer to require a rotational shift.

- 8.9 Callback Pay. When a scheduled work period employee has left the institution grounds and is called to return to the work station outside of regularly scheduled hours, he/she shall receive two (2) hours bonus pay plus time actually worked. The bonus pay shall be compensated at the regular rate; time worked shall be compensated at time and one-half (1-1/2). Time worked immediately preceding the regular shift does not constitute call back, provided time worked does not exceed two (2) hours or notice of at least eight (8) hours has been given. An employee on standby status called to return to the work station does not qualify for call back pay.
- 8.10 Off Duty Work. Scheduled or nonscheduled employees not on standby status who are required to perform substantial work-related duties via telephone outside their regular duty hours and away from their work station shall be compensated in the event any such telephone call is initiated by the Employer. Such time worked shall be credited at a minimum of four (4) dollars or for eligible employees overtime payment shall be calculated in accordance with the provisions of this Article. The employee shall be paid whichever is greater.
- 8.11 Stand-by Pay. Scheduled or nonscheduled work period employees required to restrict off-duty activities to be available for duty shall be compensated at a rate of \$1.75 per hour, except for those job titles listed in Appendix VIII, which shall receive the applicable rates. Employees who, on the effective date of this Agreement, receive standby in excess of those rates shall continue to do so. When called in from stand-by status, the employee shall receive premium pay (time and one-half [1-1/2] the employee's regular rate) for a minimum work period of two (2) hours. The two (2) hours pay shall not apply unless the employee has left the employer's premises.
- 8.12 Shift Differential. Employees assigned to evening and night shifts shall receive a shift differential of \$1.00 per hour, except for those job titles listed in Appendix VIII, which shall receive the applicable rates. Evening shift is defined as a majority of time worked daily or weekly between 5:00 p.m. and 12:00 a.m. Night shift is defined as a majority of time worked daily or weekly between 12:00 a.m. and 7:00 a.m. Any classification which receives a higher shift differential on the effective date of this Agreement shall continue to do so. Shift differential shall be paid for the entire shift which qualifies. When an employee is regularly assigned to an afternoon or evening shift that qualifies for shift differential, he/she shall continue to receive the shift differential during temporary assignment, not to exceed five (5) working days, to a shift that does not qualify.

- 8.13 Language Pay. Whenever a position has a bona fide requirement for regular use of more than one (1) language, or sign language (AMESLAN), or braille, premium pay of two (2) steps above the level normally assigned for that position shall be paid except for those instances where the position is allocated to a class that specifies these skills.
- 8.14 Alternative/Flexible Schedules. The University's official hours are 8:00 a.m. to 5:00 p.m. Departments having continuous and/or public responsibility may establish independent work schedules in order to meet their special needs. Departments are encouraged to establish flexible work schedules and to give serious consideration to employee requests. Individual requests for flexible scheduling may be approved by the employing official, provided that such scheduling does not interfere with the effective operation of the department and shall be dependent upon such considerations as building accessibility and security.

Notwithstanding the above provision an employee may file a grievance and process such grievance to Step Two of the grievance procedure on the grounds that the decision was arbitrary and not made for business reasons. If the grievance is not resolved it shall be considered withdrawn.

Within three (3) months of the execution of this Agreement, the parties agree to meet and develop a survey regarding Alternate/Flex Work Schedules. This survey shall be sent to all bargaining unit employees with their paycheck/paystub and will seek to determine the extent to which alternate work schedules are in place throughout the University, including requests, approval and denials of alternate work schedules.

- 8.15 Excepted Work Period Positions. Employees assigned to excepted work period positions normally do not qualify for overtime pay. However, when an employing official determines that the employee has been directed to work an excessive amount of hours for an extended period of time, overtime in the form of compensatory time or cash not to exceed a "time and one half (1-1/2)" basis may be approved by the Director of Human Resources Operations.

When the University creates or modifies a classification such that it is excepted from overtime in accordance with the law, the Union shall be notified in advance of implementation. This language does not preclude the Union or any individual employee from challenging the University's overtime determination in appropriate forums.

- 8.16 Telework. The parties agree that the Employer may offer telework opportunities. If the Employer chooses to offer such opportunities, the Employer may enter into direct discussions with the affected employee(s) regarding the components of a written telework agreement. Such agreements shall be between the affected employee(s) and the department. Upon request, the Employer shall meet and confer with the Union regarding the agreements. The agreements will address the treatment of work time in the event of equipment failure.
- 8.17 Staffing Concerns. Staff are strongly encouraged to bring concerns about staffing issues to the attention of their department(s). Local 925 can request that the Office of Labor Relations set up a Joint Labor Management meeting for the particular department. The Union can also place on the agenda of any Labor Management meeting the issue of staffing in particular departments/units.

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

ARTICLE 9 - VACATION LEAVE

- 9.1 Policy. To the degree possible vacation leave shall be scheduled in accordance with the preference of the employee.
- 9.2 Accrual. Employees will accrue vacation leave during the new hire probationary period, but may not use vacation leave until completion of the probationary period. The current accrual schedule for full-time employees (prorated for part-time), to be credited monthly, is as follows:

| <u>During</u> | <u>Paid Vacation Days Per Year</u> |
|-------------------------------|------------------------------------|
| 1 st year | 12 |
| 2 nd year | 13 |
| 3 rd year | 14 |
| 4 th year | 15 |
| 5 th year | 16 |
| 6 th year | 17 |
| 7 th year | 18 |
| 8 th year | 19 |
| 9 th year | 20 |
| 10 th year | 21 |
| 11 th year | 22 |
| 12 th year or more | 23 |

- 9.3 Scheduling.
- (a) The annual vacation schedule for use of vacation leave in each department shall be established in the existing departmental manner if adequate or in the following manner:
- (1) Twice each year, on or about April 1 and October 1, a vacation request sheet shall be circulated by the department to the bargaining unit employees. Each employee shall indicate his or her preferences of a vacation time period. In the event that two (2) or more employees request the same vacation period and supervision must limit the number of persons who may take vacation leave at one (1) time due to work requirements, preference shall be determined by the following method: A number equal to one (1) point for each month of unbroken departmental service shall be added to a number equal to one (1) point for each month of unbroken University service and the employee with the greater number of points shall be given preference.

(2) Supervision shall post the vacation schedule by May 1 and November 1 which shall remain in effect for each succeeding six (6) months; that is, June 1 through November 30 and December 1 through May 31, respectively.

- (b) Employees may make supplemental vacation requests (requests made outside the provisions of 9.3(a)) at any time. However, such supplemental requests shall not take precedence over requests scheduled in accordance with 9.3(a). Individual vacation periods may be changed at any time by mutual agreement between the employee(s) concerned and supervision; however, in no case shall an employee's scheduled vacation interfere with the necessary work of the organization, the determination of which shall rest with supervision.

An employee who makes a supplemental vacation request will be notified whether the request is approved or denied within a reasonable period of time, but in no case more than fourteen (14) calendar days after the supplemental vacation request is submitted.

- (c) Any bargaining unit employee who may transfer into a department shall alter his/her preferred vacation period for that year if in conflict with a previously established vacation schedule for that department and the affected employees and department are unable to mutually resolve the conflict.
- (d) Vacation Denial. When an employee's vacation cannot be approved, the supervisor shall schedule the employee's vacation at the next earliest date requested by the employee and deemed possible by the supervisor. In the event that the University cancels an employee's scheduled vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to six (6) months in order to allow rescheduling of the employee's vacation.
- (e) Holiday Rotation. Vacation requests filed in accordance with 9.3(a) for the week including Thanksgiving and the weeks including Christmas Day and New Years Day shall be granted on a rotating basis. The rotation will begin with the most senior person (seniority shall be determined by the method contained in 9.3(a) (1) above) and shall proceed in that order until all staff wishing to take vacation leave during those holiday periods have done so. No employee shall be granted more than one (1) of the aforementioned weeks in a single year, unless there are no other interested employees and the department is able to grant the request based on operational needs.

9.4 Vacation Leave Accumulation. An employee may accumulate a vacation balance which normally shall not exceed two hundred forty (240) hours. An employee may elect to accrue in excess of two hundred forty (240) hours but must receive approval to use the excess balance prior to the next anniversary date or lose those hours accrued in excess of two hundred forty (240).

9.5 Vacation Leave Cash Payment. Any permanent employee who either resigns or retires, is laid-off or is terminated by the University shall be entitled to accrued vacation pay.

ARTICLE 10 - SICK LEAVE/BEREAVEMENT LEAVE

10.1 Sick Leave.

- (a) Accrual. Full-time employees (prorated for part-time) accrue eight (8) hours credit for each month of completed regular monthly service.

- (b) Sick-Leave--Use. Sick leave shall be allowed an employee under the following conditions. The Employer reserves the right to require medical verification or appropriate proof when sick leave is requested for any reason listed below. The Employer will not make unreasonable requests for sick leave verification.
 - (1) Because of and during illness, disability or injury which has incapacitated the employee from performing required duties.

 - (2) By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.

 - (3) Because of emergencies caused by serious illness or injury of a family or household member fifteen (15) years of age and over that require the presence of the employee to provide immediate necessary care of the patient or to make arrangements for extended care. The Director of Human Resources Operations may authorize sick leave use as provided in this subsection for other than family or household members. The applicability of "emergency," "necessary care" and "extended care" shall be made by the Director of Human Resources Operations.

 - (4) To care for a child [as identified in 10.4(a)] under the age of eighteen (18) with a health condition that requires treatment or supervision, or to make arrangements for extended care.

 - (5) Because of illness or injury of a family or household member who is a person of disability and requires the employee's presence to provide short-term care or to make arrangements for extended care.

 - (6) To provide emergency child care (as identified in 12.6(e) for the employee's child [as defined in 10.4(a)]. Such use of sick leave is limited to three (3) instances per calendar year not to exceed twenty four (24) hours (hours prorated for part-time), unless extended by the Director of Human Resources Operations and shall be used only as specified in Article 12.6(e).

 - (7) Because of a family or household member's death that requires the assistance of the employee in making arrangements for interment of the deceased.

 - (8) For personal medical, dental, or optical appointments or for family members' appointments when the presence of the employee is required, if arranged in advance with the employing official or designee.

- (c) Sick leave may be granted for condolence or bereavement.

- (d) Use of Vacation Leave or Compensatory Time Off for Sick Leave Purposes. An employee who has used all accrued sick leave may be allowed to use accrued vacation leave and/or compensatory time off for sick leave purposes when approved in advance or authorized by the employee's departmental supervisor.
- (e) Restoration of Vacation Leave. In the event of an incapacitating illness or injury during vacation leave, the employee's supervisor may authorize the use of sick leave and the equivalent restoration of any vacation leave otherwise charged. Such requests shall be in writing, and a medical certificate may be requested.
- (f) No Abuse of Sick Leave. Both parties agree that neither the abuse nor the arbitrary denial of sick leave will be condoned. The Employer and the Union agree to work cooperatively toward the resolution of mutually identified problems regarding the use of sick leave.

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

Only in January of each year an employee whose sick leave balance at the end of the previous year exceeds four hundred eighty (480) hours may elect to convert the sick leave hours earned in the previous calendar year, minus those hours used during the year, to monetary compensation. No sick leave hours may be converted which would reduce the calendar year-end balance below four hundred eighty (480) hours. Monetary compensation shall be paid at the rate of 25% and shall be based upon the employee's current salary. All converted hours will be deducted from the employee's sick leave balance.

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

Former eligible employees who are re-employed within three (3) years of their separation from service shall be granted all unused sick leave credits, if any, to which they are entitled at time of separation.

10.3 Bereavement Leave. An employee shall be granted one (1) day of bereavement leave for each death of an immediate family or household member as defined in Section 10.4 or a domestic partner, mother of domestic partner, father of domestic partner or stepparent. Bereavement leave beyond one (1) day, but not to exceed three (3) days, may be approved based on individual circumstances, such as relationship of the employee to the deceased family member, employee responsibility for making funeral arrangements and/or distance of travel out of the area.

10.4 Definitions.

- (a) Family Members. Individuals considered to be members of the family are mother, father, sister, brother, mother-in-law, father-in-law, husband, wife, grandparent,

grandchild, son, daughter, stepchild, a child in the custody of and residing in the home of an employee.

(b) Household members is defined as persons who reside in the same home who have reciprocal duties to and provide financial support for one another. This term shall include foster children and legal wards. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.

10.5 Reasonable Accommodation Due to Disability. An employee who is unable to perform the work of their position due to mental, sensory or physical incapacity may be separated from service after the institution has made good faith efforts to reasonably accommodate the employee's disability in accordance with applicable state and federal law.

10.6 Shared Leave. Employees shall participate in the University's shared leave program in accordance with state law and University policy as set forth in the Administrative Policy Statements 45.10.

10.7 Choice of Leave. In accordance with RCW 49.12 and WAC 296-130, employees shall be allowed to use any or all of their choice of sick leave or other paid time off to care for their (a) child with a health condition that requires treatment or supervision or (b) spouse, parent, parent-in-law, or grandparent who has a serious health condition or an emergency condition. Employees shall not be disciplined or otherwise discriminated against because of their exercise of these rights.

ARTICLE 11 - HOLIDAYS

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

| | |
|----------------------------|------------------------|
| New Year's Day | Independence Day |
| Third Monday of January | Labor Day |
| Martin Luther King Jr. Day | Veteran's Day |
| Third Monday of February | Thanksgiving Day |
| President's Day | Day After Thanksgiving |
| Memorial Day | Christmas Day |
| | Personal Holiday* |

Holidays are prorated for part-time employees.

*Employees who are employed four (4) months or more shall be entitled to a Personal Holiday during each calendar year. This day may be used in the same manner as any other holiday.

Use of the Personal Holiday shall be requested in writing. When the Holiday has been approved in advance and is later canceled by the University, the employee shall have the option of rescheduling the day. If the employee cannot be scheduled off, holiday premium pay will be paid.

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

- 11.2 Holiday Premium Pay. Any employee required to work on a holiday or any portion thereof shall receive their regular eight (8) hours of holiday pay (prorated for part-time) plus premium pay at time and one-half (1-1/2). Compensatory time may be granted in lieu of monetary payment.

ARTICLE 12 - LEAVES OF ABSENCE

- 12.1 Leaves of absence may be granted for the following reasons:

1. Family Medical Leave
2. Work-related injury or illness leave
3. Military training leave
4. Military service leave
5. Civil duty leave
6. Educational leave
7. Leave for government service in the public interest
8. To accommodate annual work schedules of employees occupying cyclic year positions

- 12.2 A leave of absence without pay may be allowed for conditions applicable for leave with pay, e.g. vacation, personal or family illness, or parental leave which may include infant or child care.

- 12.3 Returning Employee Rights.

Employees returning from an authorized leave of absence shall be employed in the same position or in another position in the same class in the same geographical area and organizational unit, providing that such re-employment is not in conflict with other Articles in this Agreement.

- 12.4 Family Medical Leave.

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

1. parental leave to care for a newborn or newly placed adopted or foster child; or
2. personal medical leave due to the employee's own serious medical condition that requires the employee's absence from work; or
3. family medical leave to care for a spouse, son, daughter, or parent who suffers from a serious medical condition that requires on-site care or supervision by the employee.

- (b) The twelve (12) week FMLA leave entitlement is available to the employee each calendar year, provided that eligibility requirements listed in (a) are met.

- (c) The University will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by FMLA. If necessary, due to continued personal medical or continued approved parental leave, the employee may elect to use eight (8) hours of accrued applicable paid leave for continuation of employer paid health insurance benefits for up to four (4) months, including any portion of leave covered by the FMLA.
- (d) Parental leave. Parental leave shall be granted for the purpose of bonding with the employee's natural newborn, adoptive, or foster child. Parental leave may extend up to four months, including time covered by the FMLA, during the first year after the child's birth or placement. Leave beyond the period covered by FMLA may only be denied by the Employer due to operational necessity. Such denial can be grieved beginning at Step Two of the Grievance Procedure (Article 4). Extensions beyond four (4) months may be approved by the Employer.

Parental leave may be a combination of the employee's accrued vacation leave, sick leave up to ten (10) days, personal holiday, compensatory time or leave without pay, the combination of which may be determined by the employee.

If parental leave is taken as leave of absence without pay, the employee may apply eight (8) hours of accrued paid leave per month during the first four (4) months of parental leave to provide for continuation of employer paid health benefits. Periods of parental leave covered by the FMLA shall be deducted from the four (4) month period of eligibility to intersperse paid leave.

- (e) Disability Leave. Disability leave of absence shall be granted for a reasonable period to an employee who is precluded from performing her/his job duties because of a disability.

Employee requests for disability leave shall be submitted in writing and the disability and recovery period shall be defined and certified by a licensed health care provider, subject to a second opinion at the Employer's expense.

Disability leave may be a combination of the employee's accrued sick leave, vacation leave, personal holiday, compensatory time, and/or leave of absence without pay, the combination of which may be determined by the employee. If disability leave is taken as leave of absence without pay, the employee may apply eight (8) hours of accrued paid leave per month during the first four (4) months of disability leave to provide for continuation of employer paid health benefits. Periods of disability leave covered by the FMLA shall be deducted from the four (4) month period of eligibility to intersperse paid leave.

- (f) Serious health condition leave consistent with the requirements of the FMLA shall be granted to an employee in order to care for a spouse, son, daughter, or parent who suffers from a serious medical condition that requires on site care or supervision by the employee.

The employer may require that such leave be supported by certification from the family member's health care provider. Serious health condition leave covered by the FMLA may be taken intermittently when certified as medically necessary.

Employees will use accrued paid leave prior to going on leave without pay. Sick leave may be used as described in Article 10.1(b). An employee on leave without pay under this section (serious health condition) may qualify for receipt of shared leave. The employer shall maintain employer paid health benefits during periods of leave covered by the FMLA.

- (g) Disability and serious health condition leaves when covered by the FMLA may be taken intermittently when necessary.
- (h) The employee shall provide the employer with not less than thirty (30) days notice before the leave is to begin except that if the need for the leave is unforeseeable thirty (30) days in advance, the employee shall provide such notice as is practicable.

12.5 Educational Leave. Leave of absence without pay may be granted for educational leave for the duration of actual attendance in the educational program.

12.6 Leave Due to Child Care Emergencies. For leave required to care for an ill child see Article 10.1(b)(6).

- (a) Absence due to child care emergencies as defined shall be charged to one of the following:
 - (1) Compensatory time;
 - (2) Vacation leave;
 - (3) Sick leave;
 - (4) Personal holiday;
 - (5) Leave of absence without pay.
- (b) Use of any of the above leave categories is dependent upon the employee's eligibility to use such leave. Accrued compensatory time shall be used before any other leave is used.
- (c) Use of vacation leave, sick leave, and leave of absence without pay for emergency child care is limited to three (3) instances per calendar year of each type of leave not to exceed twenty four (24) hours each, with the hours prorated for part-time employees.
- (d) The employee upon returning from such leave shall designate in writing to which leave category the absence will be charged. For the purpose of this section, advance approval or written advance notice of vacation leave, personal holiday, and/or leave of absence without pay shall not be required.
- (e) A child care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency child care requirements such as unexpected absence of regular care provider, unexpected closure of the child's school, or unexpected need to pick up child at school earlier than normal.

12.7 Military Leave. Military leave will be treated in accordance with applicable state and federal law.

12.8 Civil Duty Leave. Leave of absence with pay shall be granted employees to serve on jury duty, as trial witnesses or to exercise other subpoenaed civil duties. Employees shall reimburse the institution for all compensation received for such civil duty, exclusive of expenses incurred.

12.9 Work-Related Injury Leave. An employee who sustains a work-related illness or injury shall, upon written request and proof of continuing disability, be granted leave of absence without pay for up to six (6) months without loss of layoff seniority or change in annual increment date. Leave without pay exceeding six (6) months may be granted at the option of the employing official.

Employees who suffer a work related injury or illness that is compensable under the state worker's compensation law may select time loss compensation exclusively, leave payment exclusively or a combination of the two. Employees taking sick leave during a period in which they receive workers' compensation under the industrial insurance provisions shall receive full sick leave pay, less any industrial insurance payments for time loss during the sick leave period.

12.10 Inclement Weather and Suspended Operation. When an employee is absent from work due to inclement weather, the employee shall have the option of charging the absence to accrued compensatory time, vacation leave or leave without pay.

If the University determines it is advisable due to emergency conditions to suspend the operation of all of any portion of the institution the following will govern:

When prior notification has not been given, employees released until further notice after reporting to work, shall receive a minimum of four (4) hours pay for the first day. The following options shall be made available to affected employees not required to work for the balance of the closure: vacation leave, personal holiday, accrued compensatory time, leave without pay, or up to ninety (90) days to make up work time lost. Make up time worked by overtime-eligible full-time employees is calculated at time and one-half (1-1/2).

ARTICLE 13 - CLASSIFICATIONS

13.1 The current classifications with their respective pay levels are hereby incorporated into this contract as Appendix I. The existing class specifications for these jobs are considered in effect upon the execution of this contract.

13.2 (a) Should the University decide to create, eliminate or modify class specifications, 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 thirty (30) days in advance of any proposed implementation date. At the Union's request the University will meet and confer with the Union over its proposed action.

(b) An employee occupying a position reallocated to a class with a lower salary range maximum due to a class being created, abolished or modified will retain the salary

of their former position until reaching the top of the range of the former position, and then will be frozen until the new class pay range catches up.

An employee(s) occupying a position reallocated to a class with a higher salary range due to a class being created, abolished or modified will receive the same step in the new range as the employee(s) held in the previous range. The periodic increment date of the employee will remain unchanged.

- 13.3 Within thirty (30) calendar days following implementation of the University's decision to create or combine classifications, or modify class specifications for bargaining unit positions, the Union may file an appeal with the Classification Review Hearing Officer selected under Article 14 of this contract, to determine if the salary assigned to the classification is appropriate.
- 13.4 The Union may, at any time, propose a new classification with appropriate justification. These proposals will be reviewed by the Compensation Office of Human Resources which will accept, reject, or modify any proposal. This review is not grievable.
- 13.5 The University agrees to notify the Union of any proposed reclassifications of occupied bargaining unit positions into non-bargaining unit positions.

ARTICLE 14 - RECLASSIFICATION

- 14.1 Policy. Positions shall be allocated to the appropriate classification. Requests to reclassify should be based on a belief that the duties, responsibilities, or qualifications of a position are such that it is inappropriately classified.
- 14.2 Position Review Process.
 - (a) The University, employee, or employee representative may request that a position be reviewed when the requesting party believes that the basis of its request has become a permanent requirement of the position. Employees and employee representatives may not request that a position be reviewed more often than once every six (6) months.
 - (b) The request must be complete and in writing on forms provided by the University. Requests may be submitted to Human Resources or to an employee's direct supervisor or department. Any party may submit additional information, including the names of individuals, which the party believes is relevant to the position review.
 - (c) An employee may request that a representative be present as an observer at meetings with the University reviewer scheduled to discuss the request for position review. At the employee's request a portion of such meetings shall be conducted in a quiet and private location, away from the work station.
 - (d) The University reviewer will investigate the position and issue a written response to the employee or employee representative within sixty (60) calendar days from receipt, by Human Resources, of the completed request. A completed request is defined as the employee completing all employee portions of the reclassification forms. The response will include notification of the class and salary assigned when

the position is reallocated, or notification of the reasons the position does not warrant reallocation when the request is not approved. Reclass requests may be submitted at either the departmental level or directly to Human Resources. Reclass requests submitted at the departmental level must be forwarded to Human Resources within thirty (30) calendar days.

- (e) The effective date of allocations or reallocations initiated by the University shall be determined by the University. The effective date of a reallocation resulting from an employee or employee representative request for position review will be established as the date that the completed request was filed with Human Resources or the employee's direct supervisor or department, whichever date is earliest. The date of receipt must be appropriately documented.
- (f) An employee may request reconsideration following receipt of the University's determination. Requests for reconsideration will not hold the timeframe for filing an appeal under 14.3.

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

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

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

ARTICLE 15 - TEMPORARY ASSIGNMENT AND TEMPORARY APPOINTMENT

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

The employee shall be paid at the salary step which represents at least a two (2) step increase over the present salary. Such increase shall be effective the first day of the assignment when approved as higher level duties and responsibilities by the Director of Human Resources Operations.

- 15.2 Other Assignments. Except as otherwise provided in this Agreement, duties assigned an employee shall be consistent with the overall class concept of the employee's job classification.
- 15.3 Temporary Appointment. Temporary appointment may be made only to (a) perform work in the absence of an employee on leave for more than six (6) consecutive months or (b) perform work which does not exceed one thousand fifty (1050) hours in any twelve (12) consecutive month period. At the conclusion of a temporary appointment a permanent employee shall have the right to revert to his/her former position or to an equivalent position. No temporary appointment shall take the place of employees laid-off due to lack of work or lack of funds.
- 15.4 Fixed Duration Appointments. Appointments for a fixed duration may be made for assignments initially intended to be for more than one thousand fifty (1050) hours, but for no more than twelve (12) consecutive months. Consecutive appointments that total more than twelve (12) consecutive months will not be made for the same assignment. The filling of fixed duration appointments will be determined by the University. Individuals hired under this section will receive written notification of the maximum length of the appointment and the eligibility for benefits. Conclusion of the appointment will be at the discretion of the University, including termination of appointment prior to its originally intended expiration date, and will not be subject to Articles 4 (Grievance Procedure) and 17 (Seniority, Layoff, Rehire) of the contract. Fixed duration appointments will not be made to replace current employees nor to do the work of any employee who has been laid off. Fixed duration appointments may only be used to fill leave-of-absences and/or temporary projects; they may not be used to fill permanent positions. Time worked in a fixed duration appointment will count towards seniority for employees who are appointed to a regular monthly position represented by SEIU, Local 925 pursuant to RCW 41.56 without a break in service. Employees on a fixed duration appointment will be considered non-bargaining unit applicants when applying for regular monthly bargaining unit positions.

ARTICLE 16 - PROBATIONARY PERIOD

- 16.1 Definition. The probationary period is the initial six (6) month period of employment in a class following appointment of a nonpermanent employee. Permanent employees at the University of Washington shall not be required to complete another probationary period. Any paid or unpaid leave taken during the probationary period will extend the period for an amount of time equal to the leave. Weekends and holidays will count in the calculation of the length of probationary period extensions. By mutual agreement, the probationary period for selected classes may be established for a period in excess of six (6) months but not to exceed twelve (12) months.

Employees in probationary status will earn seniority from their initial date of hire but may not exercise seniority rights until completion of the probationary period. Probationary employees are not eligible for layoff or rehire rights.

- 16.2 Probationary Period Rejection. An appointing authority may reject an employee who has not completed a probationary period. Upon request by the employee, a meeting to explain such action shall be held with a representative of the Employer. At the

employee's request a representative of the Union shall attend such meetings. Such rejection is not subject to Article 4 of this Agreement.

ARTICLE 17 - SENIORITY, LAYOFF, REHIRE

- 17.1 Seniority. Seniority is defined as the continuous length of service in calendar days with the University from the most recent date of hire. Service of less than full time shall be considered full time. Time spent on leave of absence without pay or on layoff shall not be included in computing seniority except for cyclic year positions, but does not constitute a break in service. Permanent employees who are veterans or their unmarried widows/widowers shall have added to their seniority the veteran's active military service to a maximum of five (5) years credit.

Seniority shall be lost following an employee's resignation, termination for cause, failure to return from a leave of absence, failure to accept three (3) full recall offers (offers for the same pay, FTE status and shift as the position from which the employee was laid off), or expiration of rehire rights.

Employees who enter into the bargaining unit from other positions at the University of Washington shall be credited with layoff seniority for all seniority earned in the State classified service while employed at the University. Employees who enter into the bargaining unit from other state agencies and institutions of higher education, shall earn layoff seniority from the first day of coverage under the collective bargaining agreement. Seniority for benefit accrual purposes shall include all time credited to the employee up to the date of entering into the bargaining unit. Unused sick and vacation leave credits of permanent status employees changing employment between bargaining unit and non-bargaining unit positions shall move with the employee.

- 17.2 (a) Layoff and Rehire. Whenever it becomes necessary for the University to reduce its workforce due to a lack of work, lack of funds or reorganization, the University shall use the following procedure in determining which employees shall be laid off. The University shall not lay off bargaining unit employees in lieu of disciplinary action. The University shall make a concerted effort to re-employ bargaining unit members on the rehire list. Bargaining unit members on the rehire list are eligible to take all Computing & Communications and Training & Development courses on a space available basis upon payment of designated fees.
- (b) Layoff. The University shall identify the positions to be abolished and the employee(s) to be effected and shall notify employees in these positions not less than twenty (20) working days prior to the abolishment of the positions, pay the employee in lieu of notice, or combine pay and notice. The notice shall include:
1. The effective date of the layoff and a reference to the employee's rights under this Article,
 2. The opportunity to replace the most junior employee within the layoff/seniority unit in an FTE status within .2 FTE of the FTE status of the person in the position being abolished (e.g. .8 FTE position being abolished incumbent eligible to replace individual in a .6-1.0 FTE position) and in the same classification as the individual(s) whose position(s) is being abolished and if the individual whose position is being abolished possesses the essential skills (defined as the minimum

qualifications listed in the job description for the classification and any specific position requirements) to perform the most junior employee's position. If there is no opportunity for the person in the position being abolished to replace another employee within .2 FTE and within the layoff/seniority unit, the employee shall have a right to bump the most junior employee in a position with a lower FTE status than their own within the layoff/seniority unit.

In accordance with (b) (2) above, if the incumbent in a position to be abolished has an opportunity to replace the most junior employee within the layoff/seniority unit, the incumbent will be given up to three (3) working days to determine if he/she wants to replace the junior employee or be placed on the rehire list. Vacant positions within the layoff/seniority unit will be considered a more junior position than any occupied by an incumbent.

- (c) FTE Reduction. An employee in a position that is not abolished but is reduced in FTE status and who will remain benefit eligible after the reduction will have the choice of staying in the reduced position and going on the rehire list for the position and FTE status held by the employee immediately prior to the reduction or exercising available layoff rights under 17.2(b). The employee must exercise this choice within three (3) working days of the reduction notice.
- (d) Rehire. Employees identified for layoff will be placed on an eligible rehire list(s) designated by the employee for twenty four (24) months. In addition to the rehire list for the classification and FTE status from which the employee was laid off, employees identified for layoff may be on the following rehire lists:
1. For positions of a lower FTE status in the classification from which the employee was laid off;
 2. For positions in other classifications in which the employee previously held permanent status; and,
 3. Lower classes in a series under 1 and 2 above.

The University will refer an employee from the designated rehire list(s) for any open positions in the bargaining unit for which the laid off employee possesses the essential skills. Employees referred from the rehire list(s) who possess the essential skills needed for a vacant position will be offered the position prior to the University offering it to any other applicant. The two (2) most senior employees on a rehire list(s) who possess the essential skills needed for a vacant position will be referred and the Employer will offer the position to either of those employees. Job requests for positions for which there are employees on rehire list(s) may not be withdrawn solely to avoid hiring laid-off employees.

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

- (f) Removal from List. Removal from the rehire list(s) will occur for any of the following circumstances:
1. If placement does not occur within twenty four (24) months,
 2. If the employee refused three (3) offers of placement for a position having the same pay, FTE status and shift as the position from which the employee was laid off,
 3. If the employee was placed into two(2) vacant positions for which the employee has failed to complete the rehire trail period,
 4. If the employee accepts any offer of placement from any rehire list and completes the rehire trial service period,
 5. Employees who reject one (1) offer of placement from a list for a position of a lower FTE status than that which the employee held immediately prior to layoff will be removed from that list,
 6. Employees who reject one (1) offer of placement from a list for a position in a classification other than that from which the employee was laid off will be removed from that list.
- (g) Benefits and Temporary Services. Employees on the rehire list who follow the rules prescribed by Temporary Services will be given priority to referral to temporary positions and can receive employer paid health benefit coverage if they meet the eligibility requirements as determined by the state.
- (h) Rehire Wages and Increment Date. When employees are rehired from layoff status the periodic increment date and annual leave accrual date will be re-established and extended by an amount of time in calendar days equal to the period of time spent on the rehire list prior to rehire.

Employees placed from the rehire list into positions with the same salary range held at the time of layoff shall be placed at the same step in the range held at the time of layoff. Employees placed from the rehire list into positions with a lower salary range than held at the time of layoff shall be placed in a salary step nearest to, but not in excess of, the salary held at time of layoff.

- (i) Rehire List Crossover. Employees within a SEIU, Local 925 represented bargaining unit that has opted out of civil service may, in accordance with this Article, be placed on the rehire list for positions in another SEIU, Local 925 represented bargaining unit that has similarly opted out of civil service.

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

ARTICLE 18 – CORRECTIVE ACTION/DISMISSAL

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

- 18.2 Corrective Action/Dismissal Process. The University will make clear when formal or final counseling is being conducted.

Informal Counseling - Informal discussion or counseling between employee and immediate supervisor. Supervisor will follow-up in writing which will include simple action plan, if necessary.

Formal Counseling - Formal counseling (may involve administrative personnel other than the employee's immediate supervisor) including the development of a written action plan. The action plan will identify specific problem areas, performance objectives, suggestions for remedying, and a timeframe for improvement.

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

Dismissal - Prior to dismissal, a pre-determination meeting will be scheduled to give an employee an opportunity to make his/her case before the final decision is made. The employee has the right to have a Union representative present at the pre-determination meeting.

Demotion - When mutually agreed, demotion may be considered at any step of the Process.

- 18.3 Grievability/Arbitrability. Informal counseling may not be grieved. Formal counseling may be grieved through Step Two of the grievance procedure only. Final counseling and dismissal may be grieved through every step of the grievance procedure beginning at Step Two.
- 18.4 Representation. Employees shall be notified orally or in writing that upon request they shall be entitled to have a representative present when formal counseling, final counseling or dismissal is occurring. Employees have a right to a meeting with management whenever corrective action is issued. Attendance of a representative shall not delay the disciplinary process unduly as determined by the Employer. All parties shall make every effort possible to allow for Union representation without unduly delaying the process.

ARTICLE 19 - EMPLOYEE PERFORMANCE EVALUATION

- 19.1 Performance evaluations shall be performed at least annually. Evaluations shall be based on job related performance factors. Performance evaluations shall not be used to initiate personnel actions such as transfer, promotions or corrective disciplinary action, however evaluations may serve as supporting documentation for personnel actions. Employee participation in the development of evaluation materials and rating factors is encouraged.

19.2 Evaluation Forms

- (a) Performance evaluation forms will at a minimum have:

- (1) A description of the job related factors upon which the evaluation is based. These will include:
 - i. quality of work (e.g. competence, accuracy, neatness, thoroughness),
 - ii. quantity of work (e.g. use of time, volume of work accomplished, ability to meet schedules, productivity levels),
 - iii. job knowledge (e.g. degree of technical knowledge, understanding of job procedures and methods), and
 - iv. working relationships (e.g. cooperation and ability to work with supervisor, co-workers, students, and clients served).
 - (2) Provision for identifying specific achievements of the employee, performance goals for the next evaluation period, training and development plans and other comments.
 - (3) Provision for employee comments.
 - (4) Provision for employee signature accompanied by a statement that "Employee signature means that the employee has seen and is aware of the content of the evaluation, but does not necessarily mean that the employee agrees with the evaluation content."
 - (5) Provision for the evaluator and reviewer signatures, and reviewer comments.
- (b) The performance evaluation form may be supplemented with other forms and/or information used to support the employee's evaluation. Upon request, an employee may review any written materials used by supervision to prepare the evaluation.

19.3 Employee Evaluation Information

- (a) Upon appointment to a position the employee's supervisor will provide the employee with a copy of:
 - (1) the class specification for the position;
 - (2) the position's job duties.
- (b) Written performance expectations shall be provided to the employee in sufficient time to allow the employee to meet the work expectations (normally within sixty (60) calendar days after appointment to the position). 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.

19.4 Evaluation Process

- (a) The supervisor will communicate with the employee about performance problems as they occur.
- (b) The purpose of the evaluation meeting is to review, discuss, and if appropriate, modify the evaluation. The employee shall have an opportunity to discuss the proposed evaluation with the evaluator and to provide a written response.
- (c) A copy of the completed form, signed by all appropriate individuals, will be provided to the employee upon request.
- (d) Performance evaluations shall be retained in the departmental file for no more than three (3) years.

- (e) The evaluation shall be reviewed and signed by the employee's second level of supervision or management designee.
- 19.5 Evaluator Training. The Employer shall make available training opportunities for evaluators regarding the Employer's performance evaluation program and shall, upon request, share and discuss the contents of such training programs with the Union.
- 19.6 Grievability. Employee performance evaluations are grievable only through Step Two of the Grievance Procedure.

ARTICLE 20 - EMPLOYEE TRAINING AND DEVELOPMENT

- 20.1 Policy. The Employer reaffirms its commitment to an on-going system of staff development and training. Employer shall maintain an employee training and development plan. The objective of this plan shall be to provide opportunity for the development of the potential occupational and professional ability of each employee in order to (1) meet institutional needs, (2) to make the most effective and economic use of employee resources in accomplishing institutional goals, and (3) to enhance employee's career advancement opportunities.
- 20.2 The University shall annually provide a list of job classifications reflecting the number of regular monthly positions and number filled in the past calendar year. This information shall be on file in the Recruiting and Candidate Services Office and the respective area Human Resources Offices.
- 20.3 Training and Development Task Teams and Committees. The Union shall be invited to designate an employee representative to participate in each University Training and Development task team and committee convened to address topics relevant to the bargaining unit. Such topics may include career advancement, career paths, potential training needs and courses, and program crediting in the employment process. Task teams and committees shall be chaired by the Training and Development Manager or designee. Employee representatives shall be granted release time to attend task team and committee meetings which are conducted during regular business hours.
- 20.4 Information. The Employer shall, upon written request, provide the Union with copies of the institution's training and development plan and the annual report of the achievement of training objectives.
- 20.5 Training and Development Programs. It is intended that supervisors will encourage employees to participate in the various training and development programs as provided for by Executive Order 52 in order to maximize their job performance and to increase their promotional opportunities.

When the Employing Official requires an employee to acquire new skills the supervisor will identify appropriate sources of training and provide training in accordance with 20.8.

- 20.6 Release Time. Release time for training for employees accepted for training and development programs shall be in accordance with Executive Order 52.

- 20.7 Completion of Training Programs. Completion of training programs will be considered in evaluating the employee's application for transfer or promotion when certification of completion has been indicated by the employee. The Employer will review courses offered through Training and Development, Computing and Communications, and the Women's Information Center in order to identify courses which satisfy requirements for regular monthly staff positions. The Employer will determine the amount of credit appropriate to the training course(s).

Crediting of completed training programs towards minimum qualifications shall be determined by the Employer. Currently, successful completion of the Fiscal Management Certificate Series is equivalent to six (6) months of budget/fiscal experience and successful completion of the Supervisory Certificate Series is equivalent to six (6) months of supervisory experience.

- 20.8 Tuition Payment and Travel Cost Reimbursement. If a supervisor requires an employee to receive training all fees and related costs will be paid by the employing department. If attendance in such courses requires use of the employee's personal vehicle, the employee will be reimbursed at the University's travel rates applying at the time. If other transportation must be taken, the employee will be reimbursed for all transportation costs. Required attendance in courses which are outside of regular working hours and which are work related or meet an identified institutional need is considered "paid time training" and constitutes time worked.
- 20.9 Training - Layoff. Employees on layoff status shall be eligible to participate on a space available basis in regularly scheduled Training and Development programs.

ARTICLE 21 - TUITION EXEMPTION PROGRAM

- 21.1 In addition to those noncredit programs offered by the Training and Development Office, eligible employees may participate in the University's tuition exemption program as authorized by applicable state law and University policy set forth in the Administrative Policy Statements 22.1.
- 21.2 Release Time and Fees. When an employee is required to take a tuition exempt class by the Employer, associated expenses and release time will be provided per Article 20.8.

ARTICLE 22 - PROMOTIONS/TRANSFERS

- 22.1 Policy. It is the policy of the University to encourage job advancement and promote from within. It is the responsibility of each employee seeking promotion or transfer to provide the Employer with complete information regarding the employee's skills and qualifications relative to the position sought. The Employer will make the application process, necessary submittals and the essential skills of the vacant position clear to prospective applicants.
- 22.2 Definitions. For the purpose of this Article the following definitions apply:

Promotion - Movement to a position with a different classification with a higher salary maximum.

Transfer - Movement to a position with the same salary maximum or same classification.

Voluntary Demotion - Movement to a position with a lower salary maximum, where the position is attained through the employment process. This section does not apply to employees who demote as the result of corrective action.

- 22.3 Notice that applications are being accepted for vacant bargaining unit positions will be published by the Employer and will be made available in places intended to reach bargaining unit employees for a minimum of seven (7) days prior to the closing of the application period. The University may limit the scope of the posting area if applications only from within the posting area are accepted.
- 22.4 The Employer will determine if applicants possess the essential skills required of the position. Essential skills are the minimum qualifications listed in the job description for the classification and any specific position requirements. The Employer will refer all current bargaining unit applicants possessing the essential skills prior to referring any non-bargaining unit applicants. Where the skills, abilities and experience of the vacant position applicants are considered equal, the Employer will offer the position to a bargaining unit applicant. In accordance with applicable law, affirmative action goals will be considered when filling vacancies.
- 22.5 Applicants from within the bargaining unit determined not to possess the essential skills for the vacant position may seek a non-grievable review of the assessment through the Human Resources Office. Applicants from the bargaining unit who possess the essential skills but are not offered the position may request an explanation, written or oral, as to why the position was not offered.
- 22.6 Movement between positions will comply with the following:

SEIU, Local 925 Contract Classified to SEIU, Local 925 Contract Classified - During the first six (6) weeks of a new appointment employees who transfer, promote or voluntarily demote within the bargaining unit may opt to return to the position they left as long as it is still available; or employees who do not meet supervisory expectations may be reassigned to the previous position. For employees who transfer or voluntarily demote, if the former position is no longer available, the employee may be reassigned in the same classification or be placed on the rehire list. Promotional employees have preemptive rights to their former position, if the position still exists. Paid or unpaid leave taken during the six (6) week trial service period shall extend the length of the trial service period by the amount of paid or unpaid leave taken.

UW WPRB to SEIU, Local 925 Contract Classified - Employees who transfer, promote, or voluntarily demote from a UW WPRB position to a position covered by this contract will be granted a six (6) week leave of absence without pay for the purpose of serving a six (6) week trial period. During the first six (6) weeks of the new appointment either the employee or the supervisor may end the appointment by providing notice to the employing official. The employee will be returned to the same position or a comparable position in the same class. This notice must be given prior to the end of the six (6) week trial period. For a brief time following the expiration of the six (6) week period, due to operational necessity, the employer may retain the employee in the position. Paid or unpaid leave taken during the six (6) week trial service period shall extend the length of

the trial service period by the amount of paid or unpaid leave taken. The six (6) week leave of absence period will not be extended.

SEIU, Local 925 Contract Classified to UW WPRB - Contract covered employees who accept a WPRB appointment at the UW will be granted a six (6) week leave of absence without pay from the SEIU, Local 925 position. Employees who accept a WPRB position will serve a probationary period in accordance with WPRB rules. During the first six (6) weeks of the new appointment, either the employee or the supervisor may end the new appointment by providing notice to the employing official. The employee will be returned to the same position or a comparable position in the same class. This notice must be given prior to the end of the six (6) week trial period. For a brief time following the expiration of the six (6) week period, due to operational necessity, the employer may retain the employee in the position. Beyond this six (6) week timeframe, the employee will be subject to applicable WPRB rules.

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

ARTICLE 23 - HEALTH AND SAFETY

- 23.1 Policies. It is the Employer's intent to make reasonable and proper provisions for the maintenance of appropriate standards of health and safety within the workplace. The Employer shall comply with applicable Federal and State health and safety legislation and regulations and has designated the University's Environmental Health and Safety (EH&S) Department to advise and monitor compliance with such standards.

When it is established through medical documentation that a disabling condition or physical limitation prohibits continued performance of the employee's assigned duties, the employer will attempt to assist the employee through reassignment, transfer, or reconfiguration of job duties.

Employees who believe that working conditions such as fumes or extreme temperature changes present a hazard to their health should first alert their supervisor. All employees are encouraged to contact Environmental Health and Safety to report hazardous conditions. If a supervisor or Environmental Health and Safety declares a work site to be hazardous and unfit for work, affected employees may be assigned to alternative work sites until the hazardous condition is rectified. If assignment to an alternative work site is not possible and the supervisor decides to send the employees home, those employees sent home will receive their regular pay for all time the employee is scheduled to work on the day of the incident. For all subsequent days the employee(s) may use accrued leave as appropriate.

- 23.2 Health Examinations. The Employer shall provide at no cost to the employee, such medical tests or health examinations as may be required as a condition of employment.
- 23.3 Safety. All work shall be performed in conformity with applicable safety standards. Employees are encouraged to immediately report any unsafe working conditions to their supervisor. No employee shall be disciplined for reporting any such condition nor be

required to work or to operate equipment when he/she has reasonable grounds to believe such action would result in immediate danger to life or safety until the condition has been reviewed by a Union Steward and a higher level of supervision. If the matter is not resolved satisfactorily, the supervisor or employee may request a decision from the University's Department of Environmental Health and Safety or the Department of Labor and Industries.

- 23.4 Safety Committees. Bargaining unit employees shall be appropriately represented on any organizational health and safety committees for areas in which they are employed, as detailed in Administrative Policy Statements 10.11. Any department or unit committee also dealing with health and safety issues in work areas shall appropriately involve bargaining unit employees. It shall also be appropriate for either party to raise health and safety concerns at the Joint Union/Management Committee.
- 23.5 Ergonomics. The Employer shall maintain a separate section in the Administrative Policy Statements that reference the ergonomic requirements of WAC 296-62-051. Further ergonomic guidelines shall be referenced on the Environmental Health and Safety department website www.ehs.washington.edu.
- 23.6 Workplace Review. The parties recognize that there are several elements in a work site which may affect individual health, comfort and productivity. The Employer shall conduct routine hazard assessments of any worksite that may contain health hazards as required by WAC. The Employer shall provide awareness education to help reduce identified hazards. Employees may also request a workplace review by the employing department and employees shall be given the results of the review.

ARTICLE 24 - RECORDS

- 24.1 Vacation/Sick Leave. Each department will keep vacation and sick leave records in accordance with UW Form 220 and make them available to employees upon request.
- 24.2 Bargaining Unit. A current list of names, classifications, and departments of all bargaining unit employees will be provided annually to the Union at cost.
- 24.3 Personnel File. Upon written request by an employee to their area Human Resources Office (official personnel file) or department manager (departmental file), the employee or employee's representative shall have access to the employee's official or departmental personnel file for review. Upon the employee's request, the employee may receive copies of any materials in the file (requests for reasonable numbers of copies will be provided at no cost to the employee; employees may be charged a fee for requests for large numbers of copies). Prior to such review the Director or designee may remove any letters of reference which were obtained through assurances of confidentiality to a third party. Such letters shall only be used for the purposes of hiring and/or promotional application.

Employees shall be provided a copy of all adverse material placed in the official file at the time the material is included in the file.

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

Adverse material or information related to employee misconduct or alleged misconduct which is determined to be false and all such information in situations where the employee has been fully exonerated of wrong doing shall be promptly destroyed.

(b) Notwithstanding subsection (1) of this section, an institution may retain information relating to employee misconduct or alleged misconduct, if:

(1) The employee requests that the information be retained; or

(2) The information is related to pending legal action or legal actions may reasonable be expected to result.

The employee shall have the right to have placed in his/her own personnel file a statement of rebuttal or correction of information contained in the file within a reasonable period of time after the employee becomes aware that the information has been placed in the file.

24.4 Request for Information. The Employer shall make available to the Union, upon written request, records and reports regarding personnel issues, such as home addresses, employment date and reclassification requests, concerning those classifications in the bargaining units, provided that this shall not require the Employer to disclose any records not subject to disclosure under the Public Disclosure Act of the State of Washington or to maintain or assemble any data which it would not otherwise assemble for its own use. Information shall be provided electronically where feasible.

ARTICLE 25 - TRAVEL PAY AND WORK TIME

25.1 General. Any employee required to travel to a place of work other than his/her regular official duty station shall be reimbursed for travel costs if eligible, in accordance with University of Washington Administrative Policy Statements, Section 70.

25.2 Work Time and Compensation.

(a) When employees are required to report for work to their official duty station before traveling to a temporary official duty station, work time computation shall commence at the time of reporting to the regular official duty station.

(b) When employees are required to travel on a nonscheduled work day they shall be paid in accordance with Article 8 and University policy. For purposes of determining hours of work, the work day shall commence at the time the employee leaves his/her official duty station and end upon arrival at the temporary duty station. The employee's domicile shall be his/her official work station when travel commences from that location if less than time calculation from the official duty station.

ARTICLE 26 - POLICIES

- 26.1 Contracting Out. The University will not contract our work which results in the layoff of bargaining unit employees who are employed prior to the time of the execution or renewal of the contract. The University will provide the Union thirty (30) calendar days notice prior to the implementation of any contract allowed under this Article.
- 26.2 Union Access. Upon prior notification to management, authorized Union staff representatives shall be permitted to enter the Employer's premises and facilities at reasonable times for the purpose of representing employees in personnel matters consistent with the Union's certification as exclusive bargaining representative. It is understood that any such visits which require a meeting with an employee will be restricted to the nonworking time of the employee unless otherwise authorized by management or provided for elsewhere in this Agreement, and that there will be no interference with an employee's work assignment.
- 26.3 Assignment of Additional Duties. An employee who is permanently assigned the duties of a position vacated by attrition, layoff, or other reasons, in addition to his or her job duties, shall have the right to meet with his or her supervisor to discuss the situation. If the initial meeting between the supervisor and the employee does not result in a satisfactory conclusion, the employee may request a subsequent meeting which a representative of the Union may attend.
- 26.4 Personal Services. It is inappropriate and contrary to University policy to assign any employee coffee making, related food service duties, or other tasks of a personal nature. The exception is when such an activity is based on a bona fide departmental requirement.
- 26.5 Uniforms Requirement. Uniforms required to be worn by the employee shall be provided and replaced by the Employer at the Employer's expense. The maintenance of uniforms shall be the responsibility of the employee. Prior to any decision by a department head to purchase uniforms, employees in their respective departments shall be given an opportunity to consult with their department head regarding the color and style of uniform to be worn. The department head will give serious consideration to the wishes of the employees in making a decision.
- 26.6 Legislative Briefings. The Union President or designee shall be invited to attend legislative briefings conducted by the Employer.
- 26.7 Child Care. As a major employer, the University of Washington recognizes that the family life of its employees has a significant impact upon their work lives. The Employer currently sponsors daycare within the community, subsidizes care for mildly ill children, and funds a position for coordinating child care services. The Employer will notify the Union so that the Union may have an opportunity to provide input prior to any University action being taken to modify child care programs which are currently being sponsored by the University.

Information regarding availability of resources to facilitate employee child care is available in the Reference Stations and/or the Work/Family Services Office.

Other articles in this Agreement which address child care and parenting needs include Article 8.12 (Alternative Work Schedules), Article 10.1 (Sick Leave) and Article 12 (Leave of Absence).

- 26.8 Resignation. An employee has the right to withdraw his/her resignation within twenty four (24) hours, excluding Saturday, Sunday and holidays, after submitting the resignation. Employees may only withdraw one resignation per position held. The Employer may permit withdrawal of a resignation at any time.

ARTICLE 27 - FACILITIES

- 27.1 Meeting Facilities. The Union shall be permitted to use the Employer's facilities for meetings provided advance notice is given to the Employer, appropriate space is available on the date requested, and meetings are held in accordance with the Employer's policy on this subject.

- 27.2 Bulletin Boards.

- (a) Space shall be made available to the Union on bulletin boards in those areas where bargaining unit members work or frequent, for the posting of notices and information pertaining to official business of the Union. Such posted material is to be signed by a Union representative.
- (b) If it is established that adequate space is not available at a convenient location, the Union may provide for and have installed a bulletin board at its own expense, provided the size and location of said bulletin board shall be mutually agreeable to the Union representative and the Employer.

- 27.3 Employee Facilities.

- (a) Restrooms and attendant facilities shall be provided as required by the State of Washington Department of Labor and Industries. Dressing rooms and/or lockers shall be provided to employees in those classifications where a change of clothing is required by the Employer.
- (b) The adequacy of employee facilities, including sanitary supply dispensers for female employees, shall be a proper subject for discussion by the Joint Union-Management Committee.

ARTICLE 28 - JOINT UNION-MANAGEMENT COMMITTEE

- 28.1 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 three (3) bargaining unit employees and a Union staff representative and four (4) Employer representatives to include the Associate Director for Labor Relations or designee.

The Employer will discuss with representatives of the Union significant changes affecting institutional conditions of employment generally affecting bargaining unit employees sufficiently in advance of the targeted implementation date of said changes so that reasonable alternative proposals can be adequately considered by the Joint Union-Management Committee. Diversity, child care and tuition exemption shall be considered appropriate subjects for the Joint Union-Management Committee.

- 28.2 Meetings. Committee meetings may be requested by an authorized representative of either party. Requests for a quarterly meeting shall be honored; however, once convened, the committee may meet more or less frequently as mutually agreed between the parties.

At least one (1) week's notice shall be given to members of any agreed upon meeting and the agenda. Committee meetings shall normally be held during University business hours and at a mutually agreeable time and date. Employee members shall experience no loss in salary for meeting participation; however, meeting times are not construed as work time and no overtime shall be claimed or paid for meetings attended outside the employee members' regular working hours.

- 28.3 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 4 of the Agreement. Further, it is not intended that this Article obligate in any way either party to negotiate on personnel matters covered in this Agreement or to alter, limit, restrict, or reduce prerogatives of either party otherwise provided in this Agreement.

ARTICLE 29 - CONTRACT DISTRIBUTION

- 29.1 The University and the Union shall share the cost of printing the Agreement for present and new employees in the bargaining units.

29.2 Distribution.

- (a) The employer shall include a copy of the Agreement at each Reference Station and shall provide a copy to new employees in the bargaining unit.
- (b) The Union shall provide a copy of the Agreement to present employees in the bargaining units. The Employer shall allow distribution through campus mail.

29.3 New Employees

- (a) The Employer shall provide to the Union, at least monthly, a list of new employees in the bargaining units, including the employee's name, classification, department, and mail stop.

- (b) The Employer will distribute to each new employee in the bargaining units, with a copy of this Agreement, a letter from the Union. Such letter will be provided to the Employer by the Union and the contents of the letter shall be mutually agreeable.
- (b) A Union representative shall be allowed fifteen (15) minutes during the new employee orientation called by the University at which time the Union representative may address the new bargaining unit employees on matters concerning the rights and obligations of the employees and the role of the Union as exclusive bargaining representative.

ARTICLE 30 - COMPENSATION

- 30.1 Upon promotion or reclassification from a position under RCW 41.56 to another position under RCW 41.56 with a higher salary range, the affected employee shall be placed on the salary step of the new range which reflects a minimum of a three (3) step increase. The new periodic increment date shall be the first of the current month for effective dates falling between the first and fifteenth of the month and the first of the following month for effective dates falling between the sixteenth and the end of the month.
- 30.2 An employee occupying a position that is reclassified to an existing class with a lower salary range shall be placed in the salary step in the new range which is closest to the current salary, provided such salary does not exceed the top step of the new salary range.
- 30.3 Salary Schedules
 - (a) The salary schedules shall be incorporated into this Agreement as Appendices IV, V, and VI.
 - (b) In accordance with RCW 41.56.201 all salary schedules will be modified during the life of the Agreement as mandated by the state legislature
 - (c) All schedules will contain three (3) Career Enhancement/Growth steps as described in Section 30.8.
- 30.4 Employees shall continue to receive increment increases at the rate of two (2) steps each twelve (12) months unless they are newly hired at Step A, in which case they will receive a two (2) step increase at six (6) months then two (2) steps annually thereafter. Employees on the Health Care Range (Appendix V) receive increment increases at the rate of one (1) step each twelve (12) months except employees starting at step A progress to step B after six (6) months. The University, at its discretion, may approve additional increment increases at any time. Such additional increment increases will not change an employee's periodic increment date.
- 30.5 The University and the Union affirm their commitment to the principles of comparable worth by implementing any state-mandated comparable worth adjustments.
- 30.6 Health Benefits. For the life of the Agreement, bargaining unit members shall be treated as all other State employees with respect to health insurance benefits and premiums.

30.7 Parking/U-Pass. The Union agrees that during the life of this Agreement, the University may apply changes in transportation policy, including adjusting parking and U-pass fees and criteria for assigning parking spots, to the bargaining unit without the obligation to bargain with the Union. The Union may raise issues and concerns at Joint Labor/Management Committee meetings or at ad hoc Labor Management Committee. The Union shall have a standing seat on the University's committees that work on transportation and parking issues.

30.8 Career Enhancement/Growth Program

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

Steps M, N & O (Appendix IV) and Steps Q, R & S (Appendix V or VI) will be attained solely through the Career Enhancement/Growth Program and will not be based on length of service.

Employees in every classification covered by this Agreement will be eligible for the program. Employees are eligible to receive a Career Enhancement/Growth step any time after they have been at Step L or P for a minimum of one (1) year. Employees are eligible for the second Career Enhancement/Growth step beginning one (1) year after receiving the first step.

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

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

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

The Career Enhancement/Growth program in its entirety is not subject to the grievance procedure (Article 4).

ARTICLE 31 - NO STRIKE/LOCKOUT

The Employer and the Union acknowledge that this Agreement provides, through the grievance procedure and through other administrative remedies, for an orderly settlement of grievances or

disputes which may arise between the parties. Accordingly, the parties agree that the public interest requires the uninterrupted performance of all University services and to this end pledge to prevent or eliminate any conduct contrary to that objective. Therefore, during the life of the Agreement the Employer shall not lock out any of the employees as a result of a labor dispute or grievance or disputes on personnel matters nor shall the Union condone or authorize a work stoppage, work slowdown, or any other curtailment of work in the bargaining units.

Should the employees engage in any unauthorized concerted action, a Joint Union/Management Committee shall immediately convene and shall continue to meet until the dispute is settled, and the employees involved shall immediately return to work and continue working. Any employee who refuses to perform his/her work may be subject to disciplinary action.

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

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

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

ARTICLE 32 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

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

ARTICLE 33 - SUBORDINATION OF AGREEMENT AND SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part of provision of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties

agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 34 - DURATION

This Agreement shall become effective November 16, 2002 and remain in force through June 30, 2005. Automatic renewal shall extend the terms of this Agreement for one year at a time, unless either party serves the other with written notice at least ninety (90) calendar days prior to the anniversary date of its intent to negotiate a new Agreement. Should notice be served, bargaining shall begin within thirty (30) calendar days following the date of the notice for the purpose of negotiating a new Agreement.

APPENDIX I

**CLERICAL CAMPUSWIDE NONSUPERVISORY, ADMINISTRATIVE
NONSUPERVISORY, MEDIA SERVICES AND DATA PROCESSING BARGAINING
UNITS
(NUMERICAL LISTING)**

All regular monthly employees of the University of Washington allocated to the following classes shall be covered by this Agreement:

| Code | Class Title | Exclusion | Salary Range |
|------|---|-----------------------------------|--------------|
| 7005 | Research Analyst Lead | | 47 |
| 7019 | Conference Coordinator 1 | | 28 |
| 7020 | Conference Coordinator 2 | | 35 |
| 7021 | Building Service Coordinator | | 30 |
| 7030 | Research Analyst 1 | HMC | 34 |
| 7031 | Research Analyst 2 | | 39 |
| 7032 | Research Analyst 3 | | 44 |
| 7036 | Fiscal Specialist 1 (Nonsupervisory) | | 37 |
| 7037 | Fiscal Specialist 2 (Nonsupervisory) | | 41 |
| 7043 | Human Subjects Review Coordinator | | 41 |
| 7045 | Administrative Assistant A (Nonsupervisory) | | 39 |
| 7050 | Fiscal Technician 1 | HMC, LIBRARIES | 26 |
| 7051 | Fiscal Technician 2 | HMC, LIBRARIES | 29 |
| 7052 | Fiscal Technician Lead | HMC | 33 |
| 7055 | Fiscal Technician 3 | | 32 |
| 7060 | Payroll Technician 1 | | 25 |
| 7061 | Payroll Technician 2 | | 30 |
| 7062 | Payroll Technician Lead | | 32 |
| 7070 | Cashier 1 | HMC | 28 |
| 7071 | Cashier 2 | | 30 |
| 7073 | Cashier Lead | | 32 |
| 7075 | Bookkeeping Machine Operator | | 29 |
| 7125 | Purchasing Assistant | | 29 |
| 7220 | Office Assistant 1 | HMC, LIBRARIES | 25 |
| 7221 | Office Assistant 2 | HMC, LIBRARIES | 28 |
| 7222 | Office Assistant 3 | HMC, LIBRARIES | 31 |
| 7223 | Office Assistant Lead | | 33 |
| 7234 | Statistical Typist | | 29 |
| 7236 | Recorder | | 30 |
| 7238 | Technical Secretary | | 33 |
| 7240 | Legal Secretary | | 38 |
| 7243 | Secretary | HMC, LIBRARIES, BIOENGINEERING | 30 |
| 7244 | Secretary Senior | LIBRARIES, BIOENGINEERING | 33 |
| 7246 | Secretary Lead | LIBRARIES, BIOENGINEERING | 36 |

| <u>Code</u> | <u>Class Title</u> | <u>Exclusion</u> | <u>Salary Range</u> |
|-------------|---|------------------------------|---------------------|
| 7255 | Program Assistant | LIBRARIES, BIOENGINEERING | 32 |
| 7256 | Program Coordinator | LIBRARIES | 37 |
| 7260 | Word Processing Operator 1 | HMC, LIBRARIES | 28 |
| 7261 | Word Processing Operator 2 | HMC, LIBRARIES | 30 |
| 7262 | Word Processing Operator Lead | HMC, LIBRARIES | 34 |
| 7281 | Telephone Comm Operator-Hospital | HMC | 27 |
| 7285 | Telephone Comm Operator-Hospital Lead | HMC | 30 |
| 7364 | Data Control Technician 1 | | 27 |
| 7365 | Data Control Technician 2 | | 33 |
| 7366 | Data Control Technician 3 | | 39 |
| 7367 | Data Control Technician Lead | | 42 |
| 7370 | Computer Operator 1 | | 27 |
| 7371 | Computer Operator 2 | | 33 |
| 7372 | Computer Operator 3 | | 39 |
| 7373 | Computer Operator Lead | | 42 |
| 7383 | Data Entry Operator 1 | | 24 |
| 7384 | Data Entry Operator 2 | | 26 |
| 7385 | Data Entry Operator 3 | | 30 |
| 7386 | Data Entry Operator Lead | | 32 |
| 7410 | Curriculum Advisor | | 32 |
| 7472 | Veteran's Advisor | | 34 |
| 7483 | Graduation & Academic Records Specialist | | 38 |
| 7484 | Graduation & Academic Records Specialist Lead | | 40 |
| 7485 | Credentials Evaluator 1 | | 28 |
| 7486 | Credentials Evaluator 2 | | 31 |
| 7487 | Credentials Evaluator 3 | | 33 |
| 7488 | Foreign Admissions Evaluator | | 33 |
| 7490 | Admissions Specialist | | 38 |
| 7512 | Graphics Illustrator | | 29 |
| 7514 | Graphics Design/Illustrator | | 39 |
| 7515 | Graphics Design/Illustrator Lead | | 45 |
| 7520 | Media Technician | | 27 |
| 7521 | Media Technician Senior | | 35 |
| 7523 | Media Technician Lead | | 38 |
| 7529 | Media Maintenance Technician 1 | | 35 |
| 7530 | Media Maintenance Technician 2 | | 41 |
| 7531 | Media Maintenance Technician 3 | | 45 |
| 7533 | Media Maintenance Technician Lead | | 47 |
| 7540 | Media Engineer A | | 51 |
| 7545 | TV/Video Equipment Operator 1 | | 26 |
| 7546 | TV/Video Equipment Operator 2 | | 31 |
| 7547 | TV/Video Equipment Operator Lead | | 34 |
| 7550 | Broadcast Technician 1 | | 39 |
| 7551 | Broadcast Technician 2 | | 45 |
| 7552 | Broadcast Technician 3 | | 49 |
| 7557 | Media Film/Clerk 1 | | 23 |
| 7558 | Media Film/Clerk 2 | | 25 |
| 7559 | Media Film/Clerk 3 | | 30 |

| Code | Class Title | Exclusion | Salary Range |
|------|---|-----------|--------------|
| 7560 | Media Services Operator | | 25 |
| 7561 | Media Services Dispatcher | | 30 |
| 7562 | Media Laboratory Coordinator | | 32 |
| 7580 | Electronic Media Producer 1 | | 40 |
| 7581 | Electronic Media Producer 2 | | 46 |
| 7592 | Employment Training Specialist Assistant | | 32 |
| 7593 | Employment Training Specialist 1 | | 37 |
| 7594 | Employment Training Specialist Lead | | 43 |
| 7595 | Employment Training Specialist 2 | | 43 |
| 7613 | Book Production Coordinator | | 41 |
| 7646 | Traffic Guide | | 29 |
| 7647 | Traffic Guide Lead | | 31 |
| 7654 | Copy Machine Operator | HMC | 24 |
| 7655 | Copy Machine Operator Lead | HMC | 28 |
| 7656 | Copy Center Lead A | | 30 |
| 7657 | Copy Center Lead B | | 33 |
| 7658 | Parking Enforcement Officer | | 33 |
| 7702 | Inventory Inspector 1 | | 27 |
| 7703 | Inventory Inspector 2 | | 32 |
| 7769 | Scientific Stores Attendant | | 33 |
| 7792 | Mailing List Equipment Operator 1 | | 24 |
| 7793 | Mailing List Equipment Operator 2 | | 28 |
| 8004 | Dietary Unit Clerk | HMC | 28 |
| 8010 | Patient Registration Representative | HMC | 34 |
| 8021 | Medical Transcriptionist 1 | HMC | 33 |
| 8022 | Medical Transcriptionist 2 | | 36 |
| 8023 | Medical Transcriptionist Lead | | 39 |
| 8028 | Utilization Review Coordinator | | 30 |
| 8052 | Clinic Representative 1 | HMC | 26 |
| 8053 | Clinic Representative 2 | HMC | 30 |
| 8061 | Patient Billing Representative | | 01 HCR |
| 8062 | Patient Billing Specialist | | 03 HCR |
| 8063 | Patient Billing Lead | | 10 HCR |
| 8065 | Patient Collections Representative | | 05 HCR |
| 8066 | Patient Collections Lead | | 12 HCR |
| 8067 | Patient Accounts Evaluator | | 05 HCR |
| 8072 | Patient Care Coordinator | | 44 |
| 8073 | Financial Services Counselor | HMC | 35 |
| 8074 | Financial Services Specialist 1 | | 36 |
| 8075 | Financial Services Specialist 2 | | 40 |
| 8077 | Patient Services Representative | HMC | 34 |
| 8078 | Patient Services Representative Coordinator | HMC | 37 |
| 8079 | Patient Service Representative Lead | HMC | 37 |
| 8081 | Patient Financial Services Specialist 1 | | 01 HCR |
| 8082 | Patient Financial Services Specialist 2 | | 05 HCR |
| 8085 | Medical Air Lift Communications Specialist | | 44 |
| 8087 | Medical Interpreter 1 | | 41 |
| 8088 | Medical Interpreter 2 | | 44 |
| 8222 | Health Information Tech 1 | | 31 |

| <u>Code</u> | <u>Class Title</u> | <u>Exclusion</u> | <u>Salary Range</u> |
|-------------|------------------------------------|------------------|---------------------|
| 8255 | Health Information Tech 2 | | 32 |
| 8256 | Health Information Tech Lead | | 39 |
| 8265 | Medical Assistant | HMC | 37 |
| 8383 | Health Information Analyst Trainee | | 09 HCR |
| 8384 | Health Information Analyst 2 | | 37 HCR |
| 8386 | Health Information Analyst 1 | | 27 HCR |
| 8387 | Health Information Analyst Lead | | 42 HCR |

Bothell

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|------|--|--|----|
| 7221 | Office Assistant 2 | | 28 |
| 7222 | Office Assistant 3 | | 31 |
| 7256 | Program Coordinator | | 37 |
| 7487 | Credentials Evaluator 3 (formerly 4490 Admissions Specialist) | | 33 |
| 7530 | Media Maintenance Technician 2 | | 41 |

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|------|-----------------------|--|----|
| 7221 | Office Assistant 2 | | 28 |
| 7222 | Office Assistant 3 | | 31 |
| 7223 | Office Assistant Lead | | 33 |
| 7244 | Secretary Senior | | 33 |
| 7255 | Program Assistant | | 32 |
| 7256 | Program Coordinator | | 37 |
| 7523 | Media Technician Lead | | 38 |
| 7490 | Admissions Specialist | | 38 |

HCR - Health Care Range - Salary Schedule B, Appendix V

Excluding certain employees performing confidential duties as specified in the letter to the WPRB dated March 11, 1994.

**CLERICAL CAMPUSWIDE NONSUPERVISORY, ADMINISTRATIVE
NONSUPERVISORY, MEDIA SERVICES AND DATA PROCESSING BARGAINING
UNITS
(ALPHABETICAL LISTING)**

All regular monthly employees of the University of Washington allocated to the following classes shall be covered by this Agreement:

| Code | Class Title | Exclusion | Salary Range |
|------|---|-----------|--------------|
| 7045 | Administrative Assistant A (Nonsupervisory) | | 39 |
| 7490 | Admissions Specialist | | 38 |
| 7613 | Book Production Coordinator | | 41 |
| 7075 | Bookkeeping Machine Operator | | 29 |
| 7550 | Broadcast Technician 1 | | 39 |
| 7551 | Broadcast Technician 2 | | 45 |
| 7552 | Broadcast Technician 3 | | 49 |
| 7021 | Building Service Coordinator | | 30 |
| 7070 | Cashier 1 | HMC | 28 |
| 7071 | Cashier 2 | | 30 |
| 7073 | Cashier Lead | | 32 |
| 8052 | Clinic Representative 1 | HMC | 26 |
| 8053 | Clinic Representative 2 | HMC | 30 |
| 7370 | Computer Operator 1 | | 27 |
| 7371 | Computer Operator 2 | | 33 |
| 7372 | Computer Operator 3 | | 39 |
| 7373 | Computer Operator Lead | | 42 |
| 7019 | Conference Coordinator 1 | | 28 |
| 7020 | Conference Coordinator 2 | | 35 |
| 7656 | Copy Center Lead A | | 30 |
| 7657 | Copy Center Lead B | | 33 |
| 7654 | Copy Machine Operator | HMC | 24 |
| 7655 | Copy Machine Operator Lead | HMC | 28 |
| 7485 | Credentials Evaluator 1 | | 28 |
| 7486 | Credentials Evaluator 2 | | 31 |
| 7487 | Credentials Evaluator 3 | | 33 |
| 7410 | Curriculum Advisor | | 32 |
| 7364 | Data Control Technician 1 | | 27 |
| 7365 | Data Control Technician 2 | | 33 |
| 7366 | Data Control Technician 3 | | 39 |
| 7367 | Data Control Technician Lead | | 42 |
| 7383 | Data Entry Operator 1 | | 24 |
| 7384 | Data Entry Operator 2 | | 26 |
| 7385 | Data Entry Operator 3 | | 30 |
| 7386 | Data Entry Operator Lead | | 32 |
| 8004 | Dietary Unit Clerk | HMC | 28 |
| 7580 | Electronic Media Producer 1 | | 40 |
| 7581 | Electronic Media Producer 2 | | 46 |
| 7592 | Employment Training Specialist Assistant | | 32 |

| Code | Class Title | Exclusion | Salary Range |
|------|--|----------------|--------------|
| 7593 | Employment Training Specialist 1 | | 37 |
| 7594 | Employment Training Specialist Lead | | 43 |
| 7595 | Employment Training Specialist 2 | | 43 |
| 8073 | Financial Services Counselor | HMC | 35 |
| 8074 | Financial Services Specialist 1 | | 36 |
| 8075 | Financial Services Specialist 2 | | 40 |
| 7036 | Fiscal Specialist 1 (Nonsupervisory) | | 37 |
| 7037 | Fiscal Specialist 2 (Nonsupervisory) | | 41 |
| 7050 | Fiscal Technician 1 | HMC, LIBRARIES | 26 |
| 7051 | Fiscal Technician 2 | HMC, LIBRARIES | 29 |
| 7052 | Fiscal Technician Lead | HMC | 33 |
| 7055 | Fiscal Technician 3 | | 32 |
| 7488 | Foreign Admissions Evaluator | | 33 |
| 7483 | Graduation & Academics Records Specialist | | 38 |
| 7484 | Graduation & Academics Records Specialist Lead | | 40 |
| 7514 | Graphics Design/Illustrator | | 39 |
| 7515 | Graphics Design/Illustrator Lead | | 45 |
| 7512 | Graphics Illustrator | | 29 |
| 8386 | Health Information Analyst 1 | | 27 HCR |
| 8384 | Health Information Analyst 2 | | 37 HCR |
| 8387 | Health Information Analyst Lead | | 42 HCR |
| 8383 | Health Information Analyst Trainee | | 09 HCR |
| 8222 | Health Information Tech 1 | | 31 |
| 8255 | Health Information Tech 2 | | 32 |
| 8256 | Health Information Tech Lead | | 39 |
| 7043 | Human Subjects Review Coordinator | | 41 |
| 7702 | Inventory Inspector 1 | | 27 |
| 7703 | Inventory Inspector 2 | | 32 |
| 7240 | Legal Secretary | | 38 |
| 7792 | Mailing List Equipment Operator 1 | | 24 |
| 7793 | Mailing List Equipment Operator 2 | | 28 |
| 7540 | Media Engineer A | | 51 |
| 7557 | Media Film/Clerk 1 | | 23 |
| 7558 | Media Film/Clerk 2 | | 25 |
| 7559 | Media Film/Clerk 3 | | 30 |
| 7562 | Media Laboratory Coordinator | | 32 |
| 7529 | Media Maintenance Technician 1 | | 35 |
| 7530 | Media Maintenance Technician 2 | | 41 |
| 7531 | Media Maintenance Technician 3 | | 45 |
| 7533 | Media Maintenance Technician Lead | | 47 |
| 7560 | Media Services Operator | | 25 |
| 7561 | Media Services Dispatcher | | 30 |
| 7520 | Media Technician | | 27 |
| 7523 | Media Technician Lead | | 38 |
| 7521 | Media Technician Senior | | 35 |
| 8085 | Medical Air Lift Communications Specialist | | 44 |
| 8265 | Medical Assistant | HMC | 37 |
| 8087 | Medical Interpreter 1 | | 41 |
| 8088 | Medical Interpreter 2 | | 44 |

| Code | Class Title | Exclusion | Salary Range |
|------|---|-----------------------------------|--------------|
| 8021 | Medical Transcriptionist 1 | HMC | 33 |
| 8022 | Medical Transcriptionist 2 | | 36 |
| 8023 | Medical Transcriptionist Lead | | 39 |
| 7220 | Office Assistant 1 | HMC, LIBRARIES | 25 |
| 7221 | Office Assistant 2 | HMC, LIBRARIES | 28 |
| 7222 | Office Assistant 3 | HMC, LIBRARIES | 31 |
| 7223 | Office Assistant Lead | | 33 |
| 7658 | Parking Enforcement Officer | | 33 |
| 8067 | Patient Accounts Evaluator | | 05 HCR |
| 8061 | Patient Billing Representative | | 01 HCR |
| 8062 | Patient Billing Specialist | | 03 HCR |
| 8063 | Patient Billing Lead | | 10 HCR |
| 8072 | Patient Care Coordinator | | 44 |
| 8066 | Patient Collections Lead | | 12 HCR |
| 8065 | Patient Collections Representative | | 05 HCR |
| 8081 | Patient Financial Services Specialist 1 | | 01 HCR |
| 8082 | Patient Financial Services Specialist 2 | | 05 HCR |
| 8010 | Patient Registration Representative | HMC | 34 |
| 8077 | Patient Services Representative | HMC | 34 |
| 8078 | Patient Services Representative Coordinator | HMC | 37 |
| 8079 | Patient Services Representative Lead | HMC | 37 |
| 7060 | Payroll Technician 1 | | 25 |
| 7061 | Payroll Technician 2 | | 30 |
| 7062 | Payroll Technician Lead | | 32 |
| 7255 | Program Assistant | LIBRARIES, BIOENGINEERING | 32 |
| 7256 | Program Coordinator | LIBRARIES | 37 |
| 7125 | Purchasing Assistant | | 29 |
| 7236 | Recorder | | 30 |
| 7030 | Research Analyst 1 | HMC | 34 |
| 7031 | Research Analyst 2 | | 39 |
| 7032 | Research Analyst 3 | | 44 |
| 7005 | Research Analyst Lead | | 47 |
| 7769 | Scientific Stores Attendant | | 33 |
| 7243 | Secretary | HMC, LIBRARIES, BIOENGINEERING | 30 |
| 7246 | Secretary Lead | LIBRARIES, BIOENGINEERING | 36 |
| 7244 | Secretary Senior | LIBRARIES, BIOENGINEERING | 33 |
| 7234 | Statistical Typist | | 29 |
| 7545 | TV/Video Equipment Operator 1 | | 26 |
| 7546 | TV/Video Equipment Operator 2 | | 31 |
| 7547 | TV/Video Equipment Operator Lead | | 34 |
| 7238 | Technical Secretary | | 33 |
| 7281 | Telephone Communications Operator-Hospital | HMC | 27 |
| 7285 | Telephone Communications Operator-Hospital Lead | HMC | 30 |
| 7646 | Traffic Guide | | 29 |
| 7647 | Traffic Guide Lead | | 31 |

| <u>Code</u> | <u>Class Title</u> | <u>Exclusion</u> | <u>Salary Range</u> |
|-------------|--------------------------------|------------------|---------------------|
| 8028 | Utilization Review Coordinator | | 30 |
| 7472 | Veteran's Advisor | | 34 |
| 7260 | Word Processing Operator 1 | HMC, LIBRARIES | 28 |
| 7261 | Word Processing Operator 2 | HMC, LIBRARIES | 30 |
| 7262 | Word Processing Operator Lead | HMC, LIBRARIES | 34 |

Bothell

| | | | |
|------|--|--|----|
| 7487 | Credentials Evaluator 3 (formerly 4490 Admissions Specialist) | | 33 |
| 7530 | Media Maintenance Technician 2 | | 41 |
| 7221 | Office Assistant 2 | | 28 |
| 7222 | Office Assistant 3 | | 31 |
| 7256 | Program Coordinator | | 37 |

Tacoma

| | | | |
|------|-----------------------|--|----|
| 7490 | Admissions Specialist | | 38 |
| 7523 | Media Technician Lead | | 38 |
| 7221 | Office Assistant 2 | | 28 |
| 7222 | Office Assistant 3 | | 31 |
| 7223 | Office Assistant Lead | | 33 |
| 7255 | Program Assistant | | 32 |
| 7256 | Program Coordinator | | 37 |
| 7244 | Secretary Senior | | 33 |

HCR - Health Care Range - Salary Schedule B, Appendix V

Excluding certain employees performing confidential duties as specified in the letter to the WPRB dated March 11, 1994.

APPENDIX II - MEDIA SERVICES ARTICLES

The following articles are applicable only to employees of the Media Services bargaining unit or to certain administrative organizations within those respective bargaining units as may be indicated.

ARTICLE 1 - SHIFT ASSIGNMENT (ALL ADMINISTRATIVE UNITS)

The assignment of employees in various shifts within each work group or department shall be determined by the employing official, provided that when qualifications are equal in the judgment of the Employer departmental seniority shall be the determining factor in such shift assignment.

ARTICLE 2 - CPR TRAINING

Employees will receive, upon the Employer's premises cardiopulmonary resuscitation (CPR) training to be conducted without cost and on release time. CPR training will be offered within ninety (90) calendar days of hire and yearly thereafter during the term of this Agreement.

ARTICLE 3 - VACANCY INFORMATION

University Computing Services shall provide regular information to bargaining unit employees of the departments regarding regular monthly staff vacancies.

ARTICLE 4 - JOINT UNION-MANAGEMENT COMMITTEE

A Joint Union-Management Committee is established to provide a forum for communication for each bargaining unit covered under this appendix. The purpose of each committee will be to deal with matters of general Union/Employer concern,. Each committee shall consist of three (3) bargaining unit employees and a Union staff representative and four (4) Employer representatives to include the Associate Director for Labor Relations or designee. Both committees will observe 28.2 and 28.3 of this Agreement in their operations.

APPENDIX III - LAYOFF SENIORITY UNITS

1. Office of the President
2. Applied Physics Laboratory
3. Libraries
4. Vice President for Minority Affairs
5. College of Ocean and Fishery Sciences
6. College of Engineering
7. College of Architecture and Urban Planning
8. School of Law
9. Graduate School of Public Affairs
10. School of Social Work
11. College of Forest Resources
12. School and Graduate School of Business Administration
13. College of Education except for Experimental Education Unit
14. Experimental Education Unit
15. School of Dentistry
16. School of Nursing
17. School of Pharmacy
18. School of Public Health and Community Medicine
19. Facilities Services (except Transportation Office)
20. Transportation Office
21. Arts and Sciences, College of Arts
22. Arts and Sciences, College of Humanities
23. Arts and Sciences - Social Sciences
24. Arts and Sciences - Applied Mathematics, Astronomy, Chemistry, Mathematics, Physics, Statistics
25. Arts and Sciences - Biology, Botany, Genetics, Psychology, Speech and Hearing, Zoology, Earth Sciences
26. Arts and Sciences - Dean's Offices; Assistant to the Dean, Finance and Administration; Development; Associate Dean - Research, Computing, Facilities
27. Vice President of Student Affairs except Housing and Food Services
28. Housing and Food Services
29. Vice President for University Relations
30. Vice President for Development
31. Office of the Executive Vice President
32. Assistant Vice President for Human Resources
33. Publications Services
34. Purchasing and Stores
35. Financial Accounting, Equipment Inventory Office
36. Payables Administration, Travel
37. Student Fiscal Services
38. Grant & Contract Accounting, Payroll, Management Accounting & Analysis, Treasury, Controller's Office, Other Financial Management Units
39. Special Employment Programs
40. Academic Services; Center for Educational Resources
41. Health Sciences Administration - Center on Human Development and Disability; Research Center in Oral Biology; Alcohol and Drug Abuse Institute
42. Health Sciences Administration - Hall Health; Environmental Health and Safety

- 43. Regional Primate Research Center
- 44. All other - Budget and Administration, Health Sciences and Medical Affairs, News and Community Relations, HSC Minority Student Program, Institute on Aging, IAIMS, Office of the Executive Director
- 45. Office of the Vice President for Medical Affairs and Dean, School of Medicine, Associated University Physicians, Regional Medical Program

School of Medicine Departments to be broken down as follows:

- 46. Anesthesiology
- 47. Biochemistry
- 48. Biological Structure, Molecular and Cellular Biology Program, Bioengineering, Microbiology, Molecular Biotechnology, Department of Neurology, Program for Neurobiology and Behavior
- 49. Clinical Research Center
- 50. Comparative Medicine
- 51. Family Medicine
- 52. Immunology
- 53. Laboratory Medicine
- 54. Medical History and Ethics, Medical Education
- 55. Medicine
- 56. Neurological Surgery
- 57. Obstetrics/Gynecology
- 58. Ophthalmology
- 59. Orthopedics
- 60. Otolaryngology
- 61. Pathology
- 62. Pediatrics
- 63. Pharmacology
- 64. Physiology and Biophysics
- 65. Psychiatry and Behavioral Sciences
- 66. Radiation Oncology, Radiology
- 67. Rehabilitation Medicine
- 68. Surgery
- 69. Urology

Computing and Communications:

- 70. Computing and Communications, Office of the VP, Business & Finance, TV & Video Technologies
- 71. University Computing Services
- 72. Information Systems
- 73. Communications Technologies, Networks and Distributed Computing

Harborview Medical Center

- 74. Executive Director, HMC and all other HMC units not listed below
- 75. Associate Administrator - Clinical Support services, HMC
- 76. Associate Administrator - Ambulatory Care and Allied Services
- 77. Associate Administrator - Patient Care Services, HMC
- 78. Associate Administrator - Finance, HMC

79. Medical Director

UW Medical Center

80. Executive Director, UWMC and all other units not listed below
81. Associate Administrator - Chief Nursing Officer
82. Associate Administrator - Planning, Marketing, Design & Construction
83. Associate Administrator - Service Lines
84. Associate Administrator - Ambulatory and Surgical Services
85. Associate Administrator – Chief Financial Officer
86. Patient Financial Services
87. MCIS
88. Consolidated Laundry
89. Senior Operations Officer
90. Associate Executive Director
91. Medical Director's Office
92. Planning and Budgeting - Vice Provost for
93. Provost, Office of the - all Provost's units not delineated as separate units
94. Educational Outreach - Vice President for
95. Vice Provost for Research and Dean of Graduate School
96. Bothell Campus
97. Tacoma Campus

SIDE LETTER A – UNIVERSITY BUDGET COMMITTEE

January 21, 2003

Ms. Kim Cook, President
SEIU Local 925, AFL-CIO
2900 Eastlake Avenue E., #230
Seattle, WA 98102-3012

Dear Ms. Cook:

It is my understanding that during contract negotiations, the Union has expressed an interest in having access to the University Budget Committee (UBC) in order to provide input on budget decisions affecting bargaining unit members.

The Executive Vice President has been requested by the University Budget Committee to provide summary information to a number of groups and organizations having an interest in budget decisions, which may affect staff employees. In this regard, the Executive Vice President has in the past met with your Union's Policy Board, and it would be my intent to do so in the future at your request.

Further, in the event the University is required by external mandate to reduce its budget during the term of a biennium, this office will provide the Union with a copy of any budget reduction plan developed by the UBC and solicit your comments regarding the plan prior to its submission to the Regents for their review and action.

Sincerely,

Weldon Ihrig
Executive Vice President
University of Washington

Cc: Vice President for Human Resources

SIDE LETTER B – TUITION EXEMPTION

January 21, 2003

Ms. Kim Cook, President
SEIU Local 925, AFL-CIO
2900 Eastlake Avenue E., #230
Seattle, WA 98102-3012

Dear Ms. Cook:

The University of Washington and SEIU Local 925 agree to continue to meet and discuss the issue of tuition exemption in the University's self-sustaining courses.

Sincerely,

Weldon Ihrig
Executive Vice President
University of Washington

Cc: Vice President for Human Resources

SIDE LETTER C – CEGP - MEDICAL CENTERS

January 21, 2003

Ms. Kim Cook, President
SEIU Local 925, AFL-CIO
2900 Eastlake Avenue E., #230
Seattle, WA 98102-3012

Dear Ms. Cook:

The University of Washington agrees that it will continue to promote and actively encourage the use of the CEGP Program (Article 30.8 of the contract) by Harborview Medical Center and by University of Washington Medical Center.

Sincerely,

Weldon Ihrig
Executive Vice President
University of Washington

Cc: Vice President for Human Resources

SIDE LETTER D – WITHDRAWAL OF LETTERS FOR 5/24/01 ACTION

January 21, 2003

Ms. Kim Cook, President
SEIU Local 925, AFL-CIO
2900 Eastlake Avenue E., #230
Seattle, WA 98102-3012

Dear Ms. Cook:

The parties agree that the discipline letters issued against Local 925 members who participated in the job action on May 24, 2001 shall be removed from their files immediately upon ratification of this Agreement.

Sincerely,

Weldon Ihrig
Executive Vice President
University of Washington

Kim Cook
President
SEIU Local 925, AFL-CIO

Cc: Vice President for Human Resources

SIDE LETTER E – MEDICAL TRANSCRIPTIONISTS

January 21, 2003

Ms. Kim Cook, President
SEIU Local 925, AFL-CIO
2900 Eastlake Avenue E., #230
Seattle, WA 98102-3012

Dear Ms. Cook:

The parties agree to meet to discuss salary/wage issues for medical transcriptionists no later than September 15, 2003. The specific subjects will be the current pilot incentive program and possible alternative programs.

Sincerely,

Weldon Ihrig
Executive Vice President
University of Washington

Kim Cook
President
SEIU Local 925, AFL-CIO

Cc: Vice President for Human Resources

SIDE LETTER F – BUYERS

January 21, 2003

Ms. Kim Cook, President
SEIU Local 925, AFL-CIO
2900 Eastlake Avenue E., #230
Seattle, WA 98102-3012

Dear Ms. Cook:

Within thirty (30) days from the ratification of the 2002 – 2005 Agreement, the University will discuss with SEIU Local 925 salary survey data directly related to the Buyer series.

Sincerely,

Weldon Ihrig
Executive Vice President
University of Washington

Cc: Vice President for Human Resources

SIDE LETTER G – RECLASSIFICATION PROVISION

January 21, 2003

Ms. Kim Cook, President
SEIU Local 925, AFL-CIO
2900 Eastlake Avenue E. #230
Seattle, WA 98102-3012

Dear Ms. Cook:

After June 30, 2005 and until a successor agreement is negotiated, the following will constitute Article 13.6 of the Agreement:

In the event the University seeks to implement major changes to classifications (e.g. the core functions of multiple positions are changed or multiple functions are merged into fewer classifications) both parties shall retain their full legal rights with respect to those proposed changes.

AND the following sentence will become the first sentence of Article 13.2(a):

Should the University decide to create, eliminate, or modify class specifications, which does not involve a major restructuring to the overall classification system, it will notify the Union in advance of implementing the action.

Sincerely,

Weldon Ihrig
Executive Vice President
University of Washington

Cc: Vice President for Human Resources

SIDE LETTER H – FLEXIBLE SPENDING ACCOUNTS

January 21, 2003

Ms. Kim Cook, President
SEIU Local 925, AFL-CIO
2900 Eastlake Avenue E., #230
Seattle, WA 98102-3012

Dear Ms. Cook:

The University agrees to make every effort to continue and promote its pilot program establishing Medical Flexible Spending Accounts. This program will be effective January 1, 2003.

Sincerely,

Weldon Ihrig
Executive Vice President
University of Washington

Cc: Vice President for Human Resources