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COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON
AND THE
SEIU 925 – CONTINUUM COLLEGE
April 1, 2026 – March 31, 2029

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1 **ARTICLE 1: PREAMBLE AND PURPOSE**

2
3 **Section 1.1.**

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

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

9 Provisions of this Agreement apply to all full-time and regular part-time professional
10 employees of the University of Washington within the Continuum College excluding
11 supervisors, employees excluded by RCW 41.56.021(1)(a) through (e), employees
12 covered by chapter 41.76 RCW, employees covered by chapter 41.80 RCW,
13 supervisors, and employees included in any other bargaining unit.

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

21 **Section 1.2. Union Recognition.**

22 The Employer recognizes the Union as the sole and exclusive bargaining representative
23 in all matters establishing and pertaining to wages and salaries, hours, and working
24 conditions for all covered employees of the University of Washington as certified by and
25 under the Public Employment Relations Commission under the RCW 41.56. The
26 Agreement covers the employees in the bargaining unit described in Appendix I, entitled
27 "Bargaining Unit Represented by the Service Employees International Union Local 925
28 at the University of Washington" but does not cover any positions excluded by the
29 statute, regulation, or other common law. The titles of the jobs listed in Appendix I are
30 listed for descriptive purposes only.

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

36 **ARTICLE 2: NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

37 University of Washington Executive Order 81 Prohibiting Discrimination, Harassment,
38 and Sexual Misconduct prohibits discrimination or harassment against a member of the
39 University community because of race, color, creed, religion, national origin, citizenship,

1 sex, pregnancy, age, marital status, sexual orientation, gender identity or expression,
2 genetic information, disability, or veteran status.

3 **Section 2.1. Sexual Harassment.**

4 No employee shall be subjected to discrimination in the form of sexual harassment as
5 defined in University of Washington Executive Order 81.

6
7 **Section 2.2. Complaints.**

8 Employees who feel they have been the subject of discrimination, harassment, or
9 retaliation are encouraged to discuss such issues with their supervisors, administrator,
10 or Human Resource Consultant for local resolution. The goal of local resolution is to
11 address and resolve problems as quickly as possible and to stop any inappropriate
12 behavior for which a University employee is responsible. A formal complaint may be
13 filed with the Civil Rights Compliance Office. Employees may also file discrimination,
14 harassment, or retaliation complaints with appropriate federal or state agencies or
15 through the grievance process in accordance with Article 3 of this Agreement. In cases
16 where an employee files both a grievance and an internal complaint regarding the
17 alleged discrimination, harassment, or retaliation the grievance will be suspended until
18 the internal complaint process has been completed.

19
20 In accordance with Executive Order 81, retaliation against any individual who reports
21 concerns regarding discrimination or harassment, or who cooperates with or
22 participates in any investigation of allegations of discrimination, harassment, or
23 retaliation is prohibited.

24
25 **Section 2.3.**

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

29
30 **Section 2.4. Affirmative Action.**

31 As a federal contractor, the University of Washington maintains an Affirmative Action
32 Program.

33
34 Both parties agree that nothing in this Agreement will prevent the implementation of an
35 approved affirmative action plan.

36
37 **Section 2.5.**

38 A grievance alleging a violation of this article must be submitted within 180 days of an
39 alleged occurrence.

40
41 **Section 2.6.**

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

1 **ARTICLE 3: GRIEVANCE PROCEDURE**

2 The Union and the Employer agree that it is in their best interest to resolve disputes at
3 the earliest opportunity and at the lowest level. Whenever possible, disputes should be
4 resolved informally prior to filing a formal written grievance. To that end, all supervisors
5 and employees are encouraged to engage in free and open discussions about disputes.
6

7 **Section 3.1. Definition.**

8 A grievance, within the meaning of this Agreement, shall be defined as any dispute
9 between the University and the Union, an employee, or a group of employees as to
10 alleged misapplication or misinterpretation of the terms of this Agreement or the
11 Employer's written personnel rules, policies or practices.
12

13 **Section 3.2. Employee Grievance Rights.**

14 Any employee who believes they have been aggrieved may personally seek relief from
15 that condition by filing a grievance, irrespective of any supervisor's opinion of the
16 grievance's validity. In the presentation of grievances, the employees shall be safe from
17 restraint, interference, discrimination, or reprisal.
18

19 **Section 3.3. Employee Representation.**

20 The Union as exclusive representative of bargaining unit employees is the responsible
21 representative of said employees in grievance matters.
22

23 **Section 3.4. Time Limitations.**

24 An extension of the time limitations as stipulated in the respective steps below, may be
25 obtained by mutual consent of the parties. Failure of the union to comply with the time
26 limitations without a request of time extension shall constitute withdrawal of the
27 grievance. Failure of the Employer to comply with the time limitations without a request
28 for time extension shall move the grievance to the next step of the grievance procedure.
29 For the purpose of calculating time requirements, the first day shall be the day following
30 the day on which the employee was aware, or reasonably should have been aware, of
31 the issue giving rise to the grievance. Saturdays, Sundays, and University holidays shall
32 be included in the calculation of days except that the final day may not be on a
33 Saturday, Sunday, or holiday but will end at the close of the first working day following
34 the Saturday, Sunday, or holiday.
35

36 **Section 3.5. Contents.**

37 The written grievance shall include the following information:
38

- 39 a. The date upon which the grievance occurred.
- 40 b. The specific Article(s) and Section(s) of the Agreement violated.
- 41 c. The past practice, rule, or policy violated.
- 42 d. A description of the specific events that occurred that resulted in the alleged
43 violation.
- 44 e. Specific remedy requested.
- 45 f. The grievant(s) name and position.
- 46 g. Name and signature of Union representative (Staff or Steward).

1 h. The nature of the grievance.

2
3 Failure to include the above information shall not be a reason for invalidating the
4 grievance.

5
6 **Section 3.6. Pay Status – Meetings.**

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

16
17 **Section 3.7. Grievance Withdrawal.**

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

20
21 **Section 3.8. Resolution.**

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

24
25 **Section 3.9. Consolidation.**

26 Grievances arising out of the same set of facts may be consolidated by written
27 agreement.

28
29 **Section 3.10. Filing and Processing.**

30 a. **Filing.**

31 A grievance must be filed within thirty (30) days of the occurrence giving rise to the
32 grievance, or the date the grievant knew or could reasonably have known of the
33 occurrence. When possible the thirty (30) day periods above should be used to
34 attempt to informally resolve the dispute. The union steward or staff representative
35 will indicate when a discussion with the Employer is an attempt to informally
36 resolve a dispute.

37
38 b. **Alternative Resolution Methods.**

39 Alternative Resolution Methods Any time during the grievance process, by mutual
40 consent, the parties may use alternative methods to resolve the dispute. If the
41 parties agree to use alternative methods, the time frames in this Article are
42 suspended. If the selected alternative method does not result in a resolution, the
43 Union may return to the grievance process and the time frames resume. Any
44 expenses and fees of alternative methods will be shared equally by the parties.

45
46 c. **Processing.**

1 The Union and the Employer agree that in-person meetings are preferred at all
2 steps of the grievance process and will make efforts to schedule in-person
3 meetings, if possible.
4

5 **Section 3.11. Steps of the Grievance Procedure.**

6 All grievances shall be processed in accordance with the following procedure. Upon
7 mutual agreement, Step One, Two or Three may be skipped. Grievances over final
8 counseling or dismissal will begin at Step Two.
9

10 Step One:

11 Supervisor, Manager or Designee. If the issue is not resolved informally, the
12 Union may file a written grievance to the supervisor or designee, and the Labor
13 Relations office (laborrel@uw.edu). The Employer will designate a supervisor,
14 manager or designee who will meet in person or confer by telephone with a union
15 steward and/or staff representative and the grievant. The date of the meeting will
16 be mutually agreed upon within fifteen (15) calendar days of receipt of the
17 grievance and when possible the meeting will take place within the
18 aforementioned fifteen (15) calendar days. The format (face to face or by
19 telephone) for the meeting will be by mutual agreement. The employer will
20 respond in writing to the Union within fifteen (15) calendar days after the meeting.
21 The Human Resources Consultant may also attend, if desired by the University.
22 If the grievance is directed against the employee's immediate supervisor, the
23 grievance may be presented to the next higher level of supervision. In the event
24 the employee's immediate supervisor does not have authority to resolve the
25 grievance, the grievance will be presented at the level having authority to act as
26 determined by the Employer.
27

28 Step Two:

29 If a satisfactory settlement is not reached in Step One, said grievance may be
30 moved to the Step Two by filing the written grievance, including a copy of the
31 Step One decision to department head, designee, or to the next appropriate level
32 of management and the Office of Labor Relations within fifteen (15) calendar
33 days after the decision from Step One. The date of the meeting will be mutually
34 agreed upon within fifteen (15) calendar days after notice of the filing at Step Two
35 and when possible the meeting will take place within the aforementioned fifteen
36 (15) calendar days. The grievant may be represented by a steward and a Union
37 staff representative. The University will be represented by the appropriate
38 management official(s) or designee(s), a representative from the Office of Labor
39 Relations, and a Human Resources Consultant, if desired by the University. The
40 University will respond in writing within thirty (30) calendar days after the
41 meeting.
42

43 Step Three:

44 Grievance Mediation. If the grievance is not resolved at Step Two, the Union may
45 file a request for mediation with the Public Employment Relations Commission
46 (PERC) in accordance with WAC 391-55-020, with a copy to the Labor Relations

1 Office within thirty (30) days of receipt of the Step Two decision. In addition to all
2 other filing requirements, the request must include a copy of the grievance and
3 all previous responses. The Employer will inform the Union, in writing, and PERC
4 within thirty (30) days of receipt of Mediation request if they are not in agreement.
5 If those services are unavailable on a timely basis, the parties may request a list
6 of grievance mediators from the Federal Mediation and Conciliation Service
7 (FMCS) or other agreed upon mediation provider. The cost of the mediation shall
8 be borne equally by both parties.
9

10 Step Four:

11 Arbitration. If a satisfactory settlement is not reached at the prior step, or the step
12 was skipped, either of the signatory parties to this Agreement may submit the
13 grievance to binding arbitration. Such submittal must be made within thirty (30)
14 calendar days following the written notice that the employer does not agree to
15 Step Three (3) Mediation or the conclusion of the prior step. The Union and the
16 University must begin the arbitration scheduling process and provide availability
17 to the arbitrator within thirty (30) calendar days of the Union advancing the
18 grievance to arbitration.
19

20 **Panel of Arbitrators:**

- 21 A. The parties, SEIU 925, WFSE 1488, and the Employer, agree to a permanent
22 panel of arbitrators.
- 23 B. These arbitrators shall be assigned cases by the parties on a rotating basis. If the
24 arbitrator is not available to hear the case within sixty (60) calendar days of being
25 contacted to request available arbitration dates either party may elect to go to the
26 next arbitrator in the rotation. If no arbitrator can hear the case within sixty (60)
27 calendar days of being contacted, the case will be assigned to the arbitrator who
28 can hear the case on the earliest date.
29
- 30 C. The appointment to the panel will be for the life of the Agreement. If an arbitrator
31 decides to remove their name from the panel the parties will meet to decide
32 whether to substitute an additional name(s).
33

34 No later than seven (7) working days prior to the scheduled arbitration meeting, the
35 parties will submit questions of arbitration eligibility to the arbitrator for preliminary
36 determination, share the name of each witness intending to testify at the hearing, and
37 attempt to agree upon the issue statement. A copy of written materials submitted to the
38 arbitrator will be provided to the opposing party.
39

40 If either party raises an issue of procedural arbitrability, i.e. that any step of the
41 grievance process or movement to arbitration was not pursued within the time limits
42 prescribed in this article, the arbitrator shall make a determination on the arbitrability
43 issue prior to proceeding to a hearing on the merits of the grievance. If the arbitrator
44 determines the grievance is not arbitrable, then no hearing on the merits of the
45 grievance will be held.
46

1 **Authority of the Arbitrator**

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

6
7 The Union or the Employer will have the right to request the arbitrator to require the
8 presence of witnesses and/or documents. The arbitrator's decision shall be made in
9 writing and the arbitrator shall be encouraged to render the decision within thirty (30)
10 calendar days of the close of the arbitration.

11
12 In cases where a grievance is moved to arbitration and the Employer did not agree to
13 Step Three: Grievance Mediation, either party may request a pre-arbitration settlement
14 conference. These conferences shall not delay the arbitration process, and may be held
15 with or without the presence of the arbitrator, at the option of the moving party. In the
16 event that an arbitrator is present, the cost of the arbitrator's participation shall be borne
17 equally by the parties.

18
19 **Section 3.12. Arbitration Costs.**

20 A. The fees and costs of the arbitrator, and the cost (if any) of the hearing room, will
21 be shared equally by the parties.

22
23 B. If the arbitration hearing is postponed or canceled because of one party, that party
24 will bear the cost of the postponement or cancellation. The costs of any mutually
25 agreed upon postponements or cancellations will be shared equally by the parties.

26
27 C. If either party desires a record of the arbitration, a court reporter may be used. If
28 that party purchases a transcript, a copy will be provided to the arbitrator free of
29 charge. If the other party desires a copy of the transcript, it will pay for half of the
30 costs of the fee for the court reporter, the original transcript and a copy.

31
32 D. Each party is responsible for all fees and costs of its staff representatives,
33 attorneys, experts, witnesses –and all other costs related to the development and
34 presentation of their case. Every effort will be made to avoid the presentation of
35 repetitive witnesses.

36
37 **Section 3.13. Files.**

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

40 **ARTICLE 4: EMPLOYEE RIGHTS**

41 **Section 4.1. Representation.**

42 Upon request, an employee will have the right to representation at an investigatory
43 meeting, requested by management in which the employee reasonably believes could
44 lead to corrective action. Upon request, an employee will have the right to an interpreter

1 at an investigatory meeting. The employer will provide reasonable time to allow an
2 employee to secure a representative. The exercise of this right will not unreasonably
3 delay or postpone a meeting. Except as otherwise specified in this Agreement,
4 representation will not apply to discussions with an employee in the normal course of
5 duty, such as giving instructions, assigning work, informal discussions, delivery of
6 paperwork, staff or work unit meetings or other routine communications with an
7 employee.

8
9 **Section 4.2. Paid Release Time.**

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

- 14 A. Informal grievance resolution meetings, grievance meetings, alternative dispute
15 resolution meetings, mediation sessions and arbitration hearings, in accordance
16 with Article 3, Grievance Procedure, and held during the employee's work time;
- 17 B. Management scheduled investigatory interviews and/or pre-disciplinary
18 meetings, in accordance with Article 35, Corrective Action and Dismissal, and;
- 19 C. Joint Labor Management meetings in accordance with Article 43, Joint Union
20 Management Committee.

21
22 **Section 4.3.**

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

29
30 **Section 4.4. Notification.**

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

39
40 **Section 4.5. Indemnification.**

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

43
44 **Section 4.6. Off the Job Activities.**

45 The private and personal "off the job" lifestyle and activities of any employee shall not
46 be legitimate grounds for corrective action initiated by Management except where such

1 life style or activities, constitute a conflict of interest as set forth in RCW 42.18 or are
2 detrimental to the employee’s work performance.

3
4 **Section 4.7. Off Duty Employment.**

5 Employees may engage in off duty employment that is consistent with University policy
6 and state law.

7 **ARTICLE 5: EMPLOYEE FACILITIES**

8
9 **Section 5.1. Employee Facilities.**

10 Adequate lunchroom, washroom, showers and toilet facilities shall be provided and
11 available for the use of the employees.

12
13 A. Employees are encouraged to report to supervision any condition in employee
14 facilities which appear to be below minimum standards.

15
16 B. The adequacy of employee facilities, including sanitary supply dispensers,
17 lactation stations, all gender bathrooms, or any change in employee facilities, shall
18 be a proper subject for discussion by the Joint Union-Management Committee.

19
20 C. Regarding the use of Gender Segregated Facilities.

21
22 1. Facility Use. The Employer shall allow individuals the use of gender-neutral
23 individual facilities or gender-segregated group facilities, such as restrooms,
24 and showers that are consistent with that individual’s gender expression or
25 gender identity. This may include a reasonable amount of travel time if
26 applicable.

27
28 2. The Employer shall not request or require an individual to use a gender-
29 segregated facility that is inconsistent with that individual’s gender expression
30 or gender identity, or request or require an individual to use a separate or
31 gender-neutral facility.

32
33 If another person expresses concern or discomfort about a person who uses a facility that
34 is consistent with the person’s gender expression or gender identity, the person
35 expressing discomfort should be directed to a separate or gender-neutral facility, if
36 available.

37
38 Any action taken against a person who is using a restroom or other gender-segregated
39 facility, such as removing a person, should be taken due to that person’s actions or
40 behavior while in the facility, and must be unrelated to gender expression or gender
41 identity. The same standards of conduct and behavior must be consistently applied to all
42 facility users, regardless of gender expression or gender identity.

43
44 **Section 5.2. Wellness Room.**

1 The Employer shall provide access to a wellness room, consistent with applicable law,
2 that can be scheduled for lactating mothers and religious and spiritual practice. Parties
3 agree that wellness room access is an appropriate topic for joint labor management
4 meetings.

5

6 **Section 5.3. Temporary Work Spaces.**

7 A. Available temporary work spaces will be equipped to be commensurate with
8 permanent workstations.

9

10 B. A reservation system will be established for employees.

11

12 C. Temporary workstation facilities, access, and availability are appropriate topics for
13 JLMs.

14

ARTICLE 6: NEW EMPLOYEES

15 **Section 6.1. New Employees.**

16 A. The Employer will offer a regularly scheduled, in-person, all day new
17 employee orientation (NEO) which will include a benefits orientation. The
18 orientation will be offered by the office of Professional and Organizational
19 Development in coordination with the Benefits Office and the Employer will
20 require new employees whose work location is the Seattle Main Campus to
21 attend. Employees with an official duty station within a fifty (50) mile radius
22 will be encouraged to attend NEO in-person. A NEO will be included on an
23 employee's onboarding agenda or checklist. Online orientations (self-paced)
24 will be offered to employees in locations or positions that cannot attend in
25 person.

26

1. The Employer shall release a member presenter to attend.

27

2. The Union orientation is included on the agenda as part of the NEO.
28 The NEO facilitator will clarify that union orientation is on paid time and
29 refer to the Union as "Union Partner".

30

3. The facilitator will announce the transition to Union time and give clear
31 instructions to the new employees about where to find the proper union
32 group at the end of the employer's presentation.

33

B. A Union representative shall be allowed up to one (1) hour with employees
34 during the new employee orientation, and if applicable, member presenters
35 shall be released for up to one (1) hour for online orientation, and up to 2
36 (two) hours for in-person orientation, depending on the distance traveled.
37 Such release time will be subject to the operational needs of the department
38 and does not count as time worked for the purpose of calculating overtime.

39

C. If the University conducts orientation online, the Union will be permitted to
40 display a reasonable amount of information as part of the program.

- 1 D. For employees hired into the bargaining unit who do not attend the orientation
2 described in A and B above, within ninety (90) days of the employee's start
3 date, the Employer will provide the Union access to the employee during the
4 employee's regular work hours to present information about the Union. This
5 access will be provided at the employee's regular worksite, or at a location
6 mutually agreed to by the Employer and the Union and will be for no less than
7 thirty (30) minutes.

- 8 E. The Union may conduct its orientation virtually. The Employer will notify new
9 employees of the one (1) hour Union orientation within the first week of
10 employment during regular work hours. Should the new employee miss the
11 opportunity to attend in the first week, they will be released to attend the one-
12 hour Union orientation during regular work hours in a subsequent week.

13
14 **ARTICLE 7: PROBATION**

15 **Section 7.1.**

16 All bargaining unit employees who successfully complete the probationary period
17 described in this Article, will be covered by Article 35 Corrective Action.

18
19 **Section 7.2.**

20 Every part-time and full-time employee, following the initial appointment to a position, will
21 serve a probationary period of six (6) consecutive months. The Employer may extend the
22 probationary period for an individual employee as long as the extension does not cause
23 the total period to exceed twelve (12) months. Employees will be provided with a written
24 explanation for the extension. If the extension is based on performance issues, the
25 employee will receive a performance improvement plan. Extension of probationary
26 periods shall not be a normal practice.

27
28 **Section 7.3.**

29 Employees who complete their probationary period at Continuum College shall not be
30 required to complete another probationary period at Continuum College, provided there
31 is no break in service between appointments. However they may be required to complete
32 a trial service period in accordance with Article 11.

33
34 **Section 7.4.**

35 The Employer will extend an employee's probationary period, on a day-for-a-day basis,
36 for any day(s) that the employee takes paid time off, unpaid time off, or shared leave,
37 except for time off taken for military service or for purposes of faith or conscience under
38 Article 23. For the purpose of calculating the completion date, an employee's probationary
39 period shall not end on the employee's regularly scheduled weekend off or a scheduled
40 holiday off. In those instances, the completion date will be the next scheduled work day.

41
42 **Section 7.5.**

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

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Section 7.6.

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.

Section 7.7.

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

Section 7.8. Probationary Period Rejection.

An appointing authority may reject an employee who has not completed a probationary period. Upon request by the employee and within ten (10) business days of notice, a meeting to explain such action shall be held with a representative of the Employer. At the employee's request, a representative of the Union shall attend such meetings. Such rejection is not subject to the grievance procedure, except in cases involving discrimination, under Article 2.

ARTICLE 8: HOURS OF WORK & WORK ASSIGNMENTS

Section 8.1. Definitions.

A. Full-time Employee.

An employee regularly scheduled to work forty (40) hours per workweek.

B. Part-time Employee.

An employee regularly scheduled to work less than forty (40) hours per workweek.

C. Workweek.

A regularly re-occurring period consisting of seven (7) consecutive twenty-four (24) hour periods that begins Monday, 12:00 a.m. and ends the following Sunday at 11:59 p.m.

D. Nonexempt (Overtime-Eligible) Position.

A nonexempt (overtime-eligible) position is one that is assigned duties and responsibilities that meet the criteria for overtime coverage under Federal and State law.

E. Exempt (Overtime-Exempt) Position.

An exempt (overtime-exempt) position determined not eligible for the mandatory overtime provisions under State and Federal Law.

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F. Work Schedules.

Work schedules may be established by the Employer in order to meet Continuum College’s needs, as long as the work schedules are administered in compliance with federal and state laws.

G. Operating Hours.

Continuum College office hours are typically Monday through Friday, 8:00 am to 6:00 pm Seattle time or alternative flexible timeframes.

Section 8.2. Determination.

Per Federal and State law, the Employer will determine whether a position is nonexempt or exempt. When the Employer determines that a nonexempt position is overtime-exempt or vice versa, the employee will be notified in writing of the determination.

This language does not preclude the Union or any individual employee from challenging the University's overtime determination in appropriate forums.

Section 8.3. Work Schedules.

A. Regular Work Schedules.

1. The regular work schedule will normally include two (2) consecutive scheduled days off.
2. Work schedules of different numbers of hours may be established for employees, as long as the alternate work schedules meet federal and state laws. For example, an alternative schedule could be ten (10) hours of work per day for four (4) workdays within a seven (7) day work week. Employees may request alternative work schedules, based on personal or family needs and such requests will be approved by the Employer, subject to Continuum College’s needs. The Employer will consider employees’ personal and family needs. The Employer will provide the employee in writing the reason for denial of an alternative work schedule.
3. Employees will be allowed to work alternative schedules, as long as fifty percent (50%) of their typical workday falls within the operating hours outlined above. Other arrangements are allowable with final agreement of the supervisor and Continuum College Human Resources.

B. Flexible Work Arrangement. From time to time, there may be a need for flexibility to adjust the daily work schedules within the workweek to accomplish assigned job duties and responsibilities. Employees may utilize flexible work arrangements so long as all job responsibilities are fulfilled, subject to operational needs, and supervisory approval.

1 **C. Emergency Schedule Changes.** The Employer may adjust an employee's
2 work schedule without prior notice in emergencies, or extraordinary unforeseen
3 operational needs.
4

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

9 **E. Employer Directed Schedule Changes.** The Employer shall provide no
10 fewer than fourteen (14) calendar days' advance written notice to an
11 employee in the event of an Employer-directed permanent change to the
12 employee's regular work schedule. This notice requirement shall not apply in
13 cases of emergency schedule changes or circumstances beyond the
14 Employer's reasonable control, in which case the Employer shall provide as
15 much notice as practicable
16

17 **F. Rest Periods.** Employees will be provided with paid 15-minute rest periods
18 for every four (4) hours worked. In the event the employee is unable to
19 complete the 15-minute paid rest period because they are required to remain
20 on duty or if they're called back to work thus interrupting the rest period, the
21 employee shall be entitled to complete their uninterrupted rest period as soon
22 as possible.
23

24 **G. Unpaid Meal Period.** Employees will be provided with one unpaid meal
25 period of at least 30 minutes during any shift that exceeds five hours in
26 length. When an employee's unpaid meal period is interrupted by work duties,
27 the employee will be allowed to resume their unpaid meal period following the
28 interruption, if possible, and to complete the 30-minute unpaid meal period. In
29 the event the employee is unable to complete the 30-minute unpaid meal
30 period because they are required to remain on duty or if they're called back to
31 work thus interrupting the meal period, the employee will be appropriately
32 compensated for the entire 30-minute unpaid meal period.

33 Some positions may have up to a sixty (60) minute meal period.

34 **Section 8.4. Changes to Work Assignments.**

35 A. In the normal course of meeting Continuum College's mission, employee's exact
36 work assignments, sequence of them, and deadlines may change. To promote
37 effective communication and convey respect for each team member's
38 contributions, such changes and the reason for them will be clearly communicated
39 amongst team leaders, supervisors, and employees. Achieving such changes
40 effectively may also require that the team leaders and supervisors communicate
41 how current work will be adjusted, reassigned, or reprioritized to accommodate the
42 changes.
43

1 B. An employee should initiate discussions with their supervisor as soon as they
2 anticipate or experience any workload-related issues such as but not limited to
3 being assigned work outside of scope of their job profile, inequitable distribution of
4 work, and excessive workload. Supervisors will work with employees to provide
5 support by assisting in setting priorities and adjusting workload, when possible.
6 For overtime exempt employees, this may include supervisor approval of offsetting
7 time, per Article 9 Overtime.

8
9 C. Team workload concerns are an appropriate topic for Joint Labor Management.

10 **ARTICLE 9: OVERTIME**

11 **Section 9.1. Exempt (Overtime Exempt) Employees.**

12 Exempt (Overtime-exempt) employees are not covered by federal or state overtime laws
13 and do not receive overtime compensation or compensatory time off. These employees
14 are accountable for their work product, and for meeting the objectives of the University.
15 The Employer’s policy for all exempt employees is as follows.

16
17 A. The Employer determines the products, services, and standards that must be
18 met by exempt employees.

19
20 B. Full time schedules are assumed to be forty (40) hours, however, employees
21 are expected to work to complete job responsibilities. Exempt employees may
22 be required to work specific hours to provide services, including nights and
23 weekends, when deemed necessary by the Employer.

24
25 C. Part time schedules are assumed to be any schedule less than full time.
26 Employees are expected to work beyond their normal schedule when
27 necessary. The supervisor may establish a regular work schedule, but part-
28 time employees are expected to remain flexible to accommodate the unit’s
29 goals and mission.

30
31 D. No employee will typically be required to work more than five (5) consecutive
32 days in a seven (7) day period. The typical Continuum College operating hours
33 are Monday through Friday, 8:00 am to 6:00 pm Seattle time (PST) or
34 alternative flexible time frames.

35
36 E. Overtime exempt employees will consult with their supervisors to adjust work
37 hours to accommodate the appropriate balance between extended work time
38 and offsetting time.

39
40 F. An occasional supervisor-approved, partial-day absence does not require the
41 use of paid time off.

42
43 **Section 9.2. Nonexempt (Overtime Eligible) Employees.**

- 1 A. Work in excess of forty (40) hours in one (1) standard work week constitutes
2 overtime for nonexempt (over-time eligible) employees. Use of paid time off does
3 not count as time worked when calculating overtime. Overtime work must be
4 requested by the employee and pre-approved by the Employer prior to working
5 overtime. The Employer will notify employees of the approval process and
6 expectations.
7
- 8 B. Overtime worked by nonexempt employees shall be compensated at a rate of one
9 and one-half (1-1/2) times the employee's regular rate of pay.
10
- 11 C. Overtime-eligible employees shall receive monetary payment as compensation for
12 overtime worked; however, at the employee's request, compensatory time off at
13 one and one-half (1-1/2) times the overtime hours worked may be granted in lieu
14 of monetary payment.
15
- 16 D. Compensation paid to an employee for accrued compensatory time shall be paid
17 at the hourly rate earned by the employee at the time the employee receives such
18 payment. Upon termination of employment, an employee will be paid for any
19 unused compensatory time in accordance with the Fair Labor Standards Act.
20
- 21 E. Use of earned compensatory time shall be approved by the employing official with
22 consideration being given to the work requirements of the department and the
23 wishes of the employee. Compensatory time off may be scheduled by the
24 employing official during the final sixty (60) days of a biennium.
25
- 26 F. Compensatory time must be used or paid for by June 30th each year. The
27 employee's unused compensatory time balance will be cashed out every June
28 30th or when the employee leaves University employment for any reason. The
29 employee's compensatory time balance may also be cashed out when the
30 employee:
31 1. Transfers within their department to a position with different funding
32 sources, or
33 2. Transfers to a position in another department.

34 **ARTICLE 10: PROFESSIONAL DEVELOPMENT**

35 **Section 10.1.**

36 Professional Development benefits both the Employer and the employee. Professional
37 Development is the responsibility of the employee with the support and encouragement
38 of their supervisor. The Employer may set professional development funds aside for the
39 fiscal year (July 1 to June 30); employees considering utilization of these funds may
40 discuss potential opportunities with their supervisors at any time, including during
41 annual performance evaluations. Employees will be notified in writing of any
42 professional development allocations.
43

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

8
9 Employees should submit requests for professional development funds as far in
10 advance as possible. The Employer will make a good faith effort to respond in writing to
11 requests for funding within two (2) weeks.

12
13 Employees receiving professional development (PD) funds outside of their assigned
14 department (e.g., via campus programs or staff awards) shall notify their Manager within
15 three (3) days of receiving notice of the award.

16
17 **Section 10.2. Employee Awareness and Planning.**

18 Upon hire, employees will be given information by HR and/or their supervisor describing
19 the existence of and procedures surrounding the professional development programs
20 described in this Article. Supervisors should have conversations with their supervisees
21 meant to discuss organizational goals, their supervisees' professional goals, and
22 professional development opportunities that may help them achieve these goals. These
23 conversations may happen outside the performance review and goal cycle.

24
25 **Section 10.3. Release Time.**

26 The Employer will make every effort to allow the employee to participate in relevant
27 professional development on paid release time. Employees who have received outside
28 funding or scholarships for professional development opportunities may request paid
29 release time to attend.

30
31 **Section 10.4. Required Training.**

32 If the Employer requires an employee to receive training all fees and related costs will
33 be paid by the employing department. When attendance is required for courses that
34 take place outside of regular work hours, supervisors will work with their direct report(s)
35 to adjust work hours to accommodate the appropriate balance between extended work
36 time and offsetting time, per Article 9, Overtime.

37
38 **Section 10.5. Other Professional Development Opportunities.**

39 See Article 47, Tuition Exemption.

40
41 **Section 10.6. Training – Layoff.**

42 Employees on layoff status shall be eligible to participate on a space available basis in
43 regularly scheduled layoff training as offered through Professional & Organizational
44 Development programs.

45
46 **Section 10.7. Travel Funding.**

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

7
8 **ARTICLE 11: HIRING, PROMOTIONS, AND TRANSFERS**

9 **Section 11.1. Filling Positions.**

10 The University will determine when a position will be filled, the appropriate type of
11 appointment to be used when filling the position, and the skills, and abilities, necessary
12 to perform the duties of the specific position within a job profile. The University can fill
13 a position on a full-time or part-time basis. It is the intent of the Employer to fill vacancies
14 as soon as possible within budgetary limitations and where replacements are needed.
15 The Employer will make the application process, necessary submittals, and the
16 essential skills of the vacant position clear to prospective applicants. The Employer will
17 provide all employees notice via email when applications are being accepted for a
18 vacant bargaining unit position. It is the responsibility of each employee seeking
19 promotion or transfer to provide the Employer with complete information regarding the
20 employee's skills and qualifications relative to the position sought. Volunteers will not
21 fill vacant bargaining unit positions.

22
23 **Section 11.2. Core Duties and Other Assignments.**

24 Except as otherwise provided in this Agreement, duties assigned to an employee shall
25 be consistent with the overall class concept of the employee's job profile.

26 **Section 11.3. Promotions/Transfers:**

27 A. Policy.

28 It is the policy of the University to encourage job advancement and promote from
29 within.

30 B. Definitions.

31 For the purpose of this Article the following definitions apply to open competitive
32 recruitment:

- 33 1. Promotion - Movement to a position in a job profile with a higher salary range
34 maximum that requires a competitive application process.
- 35 2. Transfer - Movement to a new position in the same job profile.
- 36 3. Lateral - Movement of an employee to a position in a different job profile
37 which has the same salary range maximum as the employee's current job
38 profile.
- 39 4. Voluntary Demotion - Movement to a position with a lower salary maximum.
40 This section does not apply to employees who demote as the result of
41 corrective action.

42 C. The Employer will determine if applicants possess the essential skills required of
43 the position. Essential skills are the minimum qualifications listed in the job
44 description for the job profile and any specific position requirements.

1 **Section 11.4. Movement Between Positions within Continuum:**

2 Employees who promote, transfer, or voluntarily demote into positions covered by this
3 agreement, shall serve a Trial Service Period. Paid or unpaid leave taken during the
4 three (3) month Trial Service Period shall extend the length of the Trial Service Period
5 on a day-for-a-day basis for any day(s) that the employee takes paid time off, unpaid
6 time off, or shared leave, except for time off taken for military service. Either the
7 Employer or the employee may end the appointment by providing notice. During the
8 first thirty-five (35) days of the Trial Service Period, employees have preemptive rights
9 to their former position. After the first thirty-five (35) days but during the remainder of
10 trial service, employees who are not staying in the new position shall have the option to
11 revert to their former position if it is still vacant or be placed on the rehire list.

12 **Section 11.5. Interview Leave:**

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

17 **ARTICLE 12: CLASSIFICATION AND RECLASSIFICATION**

18 **Section 12.1. Position Allocation.**

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

22 **Section 12.2. Position Reclassification.**

23 Reclassifications shall be based on a permanent and substantive change in the duties,
24 responsibilities, or qualifications of a position or application of the applicable civil service
25 exemption criteria set forth in RCW 41.06.070(2).

26 **Section 12.3. Job Profile Changes.**

- 27 A. Should the Employer decide to create, eliminate or modify job profiles which
28 does not involve a major restructure to the overall classification system, it will
29 notify the Union in advance of implementing the action. Notification will include
30 the bargaining unit status of the job profile and, for a newly created or modified
31 job profile considered to be in the bargaining unit, a proposed salary. Notification
32 will occur at least forty-five (45) days in advance of any proposed implementation
33 date. The Union may bargain over the salary.
- 34 B. All new SEIU 925 Continuum College job profiles will be considered included in
35 the bargaining unit, unless exempted by RCW 41.56.401.
- 36 C. Nothing in this section shall be considered to be a waiver of the rights of either
37 party.
- 38 D. Within thirty (30) calendar days following implementation of the Employer’s
39 decision to create or combine job profiles per this article, or modify job profiles for
40 bargaining unit positions, the Union may file an appeal with the Classification

1 Review Hearing Officer selected under this article of this contract, to determine if
2 the salary assigned to the job profile is appropriate.

3 **Section 12.4. Union Job Profile Proposals.**

4 The Union may, at any time, propose a new job profile or edits to an existing job profile
5 with appropriate justification. These proposals will be reviewed by the UWHR
6 Compensation Office which will accept, reject, or modify any proposal. The Union and
7 the UWHR Compensation Office will meet and discuss the proposal within sixty (60)
8 days. This review is not grievable and not subject to position review appeal process.

9 **Section 12.5. Reclassification Notification.**

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

13 **Section 12.6. Position Review Process.**

- 14 A. The Employer, employee, or Union may request that a position be reviewed
15 when the requesting party believes that the basis of its request has become a
16 permanent requirement of the position. A position review requires a current
17 performance evaluation (completed within the previous twelve (12) months).
18 Employees and employee representatives may not request that a position be
19 reviewed more often than once every six (6) months.
- 20 B. The request must be complete and in writing on forms provided by the Employer.
21 Requests may be submitted to Continuum College Human Resources.
- 22 C. The UWHR Compensation Office will investigate the position and issue a written
23 response to the employee or employee representative within sixty (60) calendar
24 days from receipt, by Continuum College Human Resources, of the completed
25 request. The response will include notification of the job profile and salary
26 assigned when the position is reallocated, or notification of the reasons the
27 position does not warrant reallocation when the request is not approved.
- 28 D. The effective date of allocations or reallocations initiated by the Employer shall
29 be determined by the Employer. The effective date of a reallocation resulting
30 from an employee representative request for position review will be established
31 as the 1st or the 16th of the month which precedes the date that the completed
32 request was filed with Continuum College Human Resources or the employee's
33 direct supervisor or department, whichever date is earliest. The date of receipt
34 must be appropriately documented.

35 **Section 12.7. Position Review Appeal Process.**

36 If the Union wishes to appeal the decision of the Employer, it may appeal to the
37 Classification Review Hearing Officer within thirty (30) calendar days following the date
38 of the Employer's written response.

39 **Hearings.**

1 The Hearing Officer shall hold hearings upon timely appropriate request. All materials
2 considered in the position review shall be submitted to the Hearing Officer prior to the
3 hearing and neither party will submit evidence at the hearing that was not submitted
4 during the position review. The Hearing Officer shall endeavor to hold multiple hearings
5 each day and shall issue a concise decision which shall be final and binding. The
6 Hearing Officer shall have no authority to alter the terms and conditions of this contract.
7 Employees may be represented at the hearing and will be released from work with no
8 loss of pay to attend the hearing. The Hearing Officer's fees and expenses shall be paid
9 by the moving party.

10 **ARTICLE 13: COMPENSATION, WAGES AND OTHER PAY PROVISIONS**

11 **Section 13.1. General Provisions.**

12 The SEIU 925-Continuum College job profiles with their respective salary ranges are
13 incorporated into this contract as Appendix I. No employee may be hired below the
14 salary range minimum.

15 **Section 13.2. Salary Increases.**

- 16 A. Effective within ninety (90) days of ratification, on the first available pay period as
17 determined by the Employer, all members of the bargaining unit will receive a two
18 percent (2%) across-the-board increase over their current salary.
- 19 B. On April 1, 2027, all members of the bargaining unit will receive a two percent
20 (2%) across-the-board increase over their current salary.
- 21 C. On April 1, 2028, all members of the bargaining unit will receive a two percent
22 (2%) across-the-board increase over their current salary.
- 23 D. When an across-the-board increase coincides with the effective date of a
24 promotion or reclassification date and/or a market or range adjustment, the
25 across-the-board increase will be applied first.

26 **Section 13.3. Salary Setting Upon Promotion or Reclassification to a Job Profile
27 with a Higher Salary Range Maximum.**

28 Upon promotion or reclassification from one bargaining unit job profile to another
29 bargaining unit job profile with a higher salary range maximum, the affected employee
30 shall receive a salary no less than the minimum of the new job profile and no higher
31 than the maximum.

32 **Section 13.4. Salary Setting Upon Lateral Movement.**

33 Movement to a different bargaining unit job profile with the same salary range maximum
34 by transfer, reclassification, rehire or through a recruitment process does not require or
35 preclude a salary adjustment.

36 **Section 13.5. Salary Setting Upon Voluntary Movement or Reclassification to a
37 Job Profile with a Lower Salary Range Maximum.**

38 An employee who voluntarily moves into a job profile or is reclassified to a bargaining
39 unit job profile with a lower salary range maximum shall be paid a salary no less than

1 the minimum of the new job profile and no higher than the maximum, unless Continuum
2 College HR requests a salary higher than the salary range maximum and UW HR
3 Compensation approves this request.

4 **Section 13.6. Pay Increases**

5 A. In-grade Salary Adjustments. The Employer, at its discretion, may approve in-
6 grade salary increases for any employee in the bargaining unit at any time, for
7 the following reasons: a change in level of duties and responsibilities, meritorious
8 performance with increased level of functioning, market competitiveness or
9 retention, employment offer or active recruitment from outside the University, or
10 internal equity

11 B. Pay Exceeding Salary Range Maximum. The Employer may provide
12 compensation to individual employees at rates above the maximum for their job
13 profile upon request by Continuum College HR staff and approval by the UWHR
14 Compensation Office.

15 C. Increases for Entire Job Classes for Recruitment/Retention. The Employer may
16 increase the salary range of bargaining unit job profile that are experiencing
17 recruitment/retention problems, upon notice to the union and the opportunity for
18 the union to bargain.

19 **Section 13.7. Excess Compensation for Exceptional Circumstances.**

20 Employees are expected to devote their efforts to the work of their position during their
21 regular work schedule, and all University-related work should be included as part of an
22 employee's normal duties. Under exceptional circumstances overtime exempt positions
23 may qualify for "excess compensation" or "additional compensation" as determined by
24 the Employer for work that is not part of the position's regular duties, and that is typically
25 performed outside of the employee's regular department. Excess compensation may
26 not exceed twenty-five percent (25%) of the employee's regular annual salary.

27 **Section 13.8. Temporary Pay/Salary Increase.**

28 An employee who for ten (10) or more working days is temporarily assigned additional
29 duties may receive a temporary pay increase of at least five percent (5%) over their
30 current salary. The temporarily assigned duties may be at the same level or a higher
31 level (i.e., duties belonging to a job profile with a higher salary range maximum). The
32 pay increase will be retroactive to the first day of working the additional duties and will
33 be in effect until the assignment of additional duties ends. Alternatively, the employee
34 can choose to stop assuming those duties, and their temporary pay increase will stop. A
35 temporary pay increase requires advance approval from Continuum College HR, HCM
36 Operations or the UW HR Compensation office.

37 **ARTICLE 14: PERFORMANCE EVALUATION**

38 **Section 14.1.**

39 Performance evaluations shall be performed at least annually. Evaluations shall be
40 based on job related performance factors. Performance evaluations shall not be used to

1 initiate personnel actions such as transfer, promotions or corrective disciplinary action,
2 however evaluations may serve as supporting documentation for personnel actions.
3 Employee participation in the development of evaluation materials and rating factors is
4 encouraged.

5 **Section 14.2. Evaluation Forms.**

- 6 a. Performance evaluation forms will at a minimum include the following:
- 7 1. A description of the job related factors upon which the evaluation is based.
8 These will include:
 - 9 i. quality of work (e.g. competence, accuracy, neatness,
10 thoroughness),
 - 11 ii. quantity of work (e.g. use of time, volume of work accomplished,
12 ability to meet schedules, productivity levels),
 - 13 iii. job knowledge (e.g. degree of technical knowledge, understanding
14 of job procedures and methods),
 - 15 iv. working relationships (e.g. cooperation and ability to work with
16 supervisor, co-workers, students, and clients served), and
 - 17 2. Provision for identifying specific achievements of the employee,
18 performance goals for the next evaluation period, training and
19 development plans and other comments
 - 20 3. Provision for employee comments.
 - 21 4. Provision for employee signature accompanied by a statement that
22 “Employee signature means that the employee has seen and is aware of
23 the content of the evaluation, but does not necessarily mean that the
24 employee agrees with the evaluation content.”
 - 25 5. Provision for the evaluator and reviewer signatures, and reviewer
26 comments.
- 27 b. The performance evaluation form may be supplemented with other forms and/or
28 information used to support the employee’s evaluation. Upon request, an
29 employee may review any written materials used by supervision to prepare the
30 evaluation.
- 31 c. Modifications to the form to better meet the needs of the employees or the
32 Employer and the implementation of alternative performance evaluation models
33 are appropriate topics for Joint Labor Management Meetings.

34 **Section 14.3. Employee Evaluation Information.**

- 35 A. Upon appointment to a position the employee’s supervisor will provide the
36 employee with a copy of the position’s job duties.
- 37 B. Written performance expectations shall be provided to the employee in sufficient
38 time to allow the employee to meet the work expectations. The Employer will
39 provide at least sixty (60) days’ notice to employees prior to the evaluation when
40 modifications that substantively alter performance expectations are made. Minor
41 modifications that do not substantively alter performance expectations require no
42 notice

43 **Section 14.4. Evaluation Process.**

- 1 a. The supervisor will communicate with the employee about performance problems
- 2 as they occur.
- 3 b. The purpose of the evaluation meeting is to review, discuss, and if appropriate,
- 4 modify the evaluation. The employee shall have an opportunity to discuss the
- 5 proposed evaluation with the evaluator and to provide a written response.
- 6 c. The final evaluation, with employee comments attached, will be signed by the
- 7 evaluator and the employee. The employee will be provided a copy at their
- 8 request.
- 9 d. Performance evaluations shall be retained in the departmental file for no more
- 10 than three (3) years.

11 **Section 14.5. Evaluator Training.**

12 The Employer shall make available training opportunities for all managers and
 13 supervisors regarding the Employer’s performance evaluation program and shall, upon
 14 request, share and discuss the contents of such training opportunities with the Union.

15 **Section 14.6. Grievability.**

16 Employee performance evaluations are grievable only through Step Two of the
 17 Grievance Procedure.

18 **ARTICLE 15: HOLIDAYS**

19 **Section 15.1. Holidays.**

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

21

New Year’s Day	Labor Day
Martin Luther King Jr. Day (3 rd Monday of January)	Veteran’s Day
President’s Day (3 rd Monday of February)	Thanksgiving Day
Memorial Day	Native American Heritage Day
Juneteenth (June 19)	Christmas Day
Independence Day	

22

23 Holidays are prorated for part-time employees.

24

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

27

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

30

31 **Section 15.2. Holiday Pay Rules.**

32 The following applies to the holidays listed in this Article:

33

34 **A. Full Time Employee.**

- 1 1. When the holiday falls on the full time employee's regularly scheduled
2 workday and is worked, the employee will receive eight (8) hours of holiday
3 credit. If overtime eligible, and the employee is required to work, they will
4 also receive a rate of one and one-half times the employee's hourly rate.
5
- 6 2. When the holiday falls on the full time employee's regularly scheduled
7 workday and is not worked, the employee will be paid eight (8) hours at the
8 employee's regular rate of pay.
9
- 10 3. When the holiday falls on the employee's regularly scheduled day off, the
11 employee will receive eight (8) hours of holiday credit.
12

13 **B. Part Time Employee.**

- 14 1. When the holiday falls on the part time employee's regularly scheduled
15 workday and is worked, the employee will receive the prorated to full time
16 number of hours of holiday credit. If overtime eligible, and the employee is
17 required to work, they will also receive a rate of one and one-half times the
18 employee's hourly rate.
19
- 20 2. When the holiday falls on the part time employee's regularly scheduled
21 workday and is not worked, the employee will be paid the prorated to full
22 time number of hours at the employee's regular rate of pay.
23

24 **Section 15.3. Holiday Credit.**

25 **A. Scheduling.**

26 Holiday credit will be used and scheduled by the employee in the same manner
27 as vacation time off in Article 16. Holiday credit must be used before other paid
28 time off in the following order: holiday credit, compensatory time off, vacation
29 time off.
30

31 **B. Holiday Credit Cash Out.**

32 All holiday credit must be used by June 30th of each year. The employee's
33 holiday credit balance will be cashed out every June 30th or when the
34 employee leaves University employment for any reason. The employee's
35 holiday credit balance may be cashed out when the employee transfers to a
36 position in another department.
37

38 **Section 15.4. Personal Holiday.**

- 39 A. Each employee may select one personal holiday each calendar year in
40 accordance with the following:
 - 41 1. The employee has been continuously employed by the University for
42 more than four (4) months;
 - 43 2. The employee has requested and been approved to take the personal
44 holiday in accordance with Article 16 Vacation time off.
45

- 1 B. It is the employee’s responsibility to schedule the Personal Holiday before
- 2 December 31st. If not requested it is forfeited.
- 3 C. Entitlement to the holiday will not lapse when it is cancelled by the Employer
- 4 and cannot be rescheduled before December 31st.
- 5 D. Full-time employees shall receive eight (8) hours of regular pay for the personal
- 6 holiday.
- 7 E. Part-time employees shall be entitled to a pro-rated number of paid hours on a
- 8 Personal Holiday based on their FTE.

9 **ARTICLE 16: VACATION TIME OFF**

10 **Section 16.1. Policy.**

11 To the degree possible vacation time off shall be scheduled in accordance with the
 12 preference of the employee. Employees will not be disciplined for not working or
 13 responding to work communications during their vacations.

14
 15 **Section 16.2. Accrual.**

16 Employees will accrue vacation time off during the new hire probationary period. The
 17 vacation accrual rate is determined by the employee’s length of service. Time off accrues
 18 at the end of the month in which it is earned and is available for use the following month.

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

35
 36 **A. Part-Time Accrual Rates.**

37 Part-time employees accrue vacation on a prorated basis based on their full-
 38 time equivalent (FTE).

39
 40 **B. Vacation Accrual for a Newly Hired Staff.**

41 Newly hired staff who start work before the 16th of the month, accrue
 42 vacation time off during the first calendar month of employment. Newly hired
 43 employees who start work on or after the 16th of the month, begin accruing
 44 vacation time off at the end of the second calendar month of employment.

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C. Time Off Accrual – Effect of Unpaid Time Off.

An employee does not accrue vacation hours during a calendar month in which they have taken more than ten (10) equivalent days of their FTE as unpaid time off. For 1.0 FTE, that would be eighty (80) hours; for 0.5 FTE, that would be forty (40) hours. The ten (10) days includes any holidays that an employee took without pay.

D. Time Off Accrual During an Employee’s Final Month of Work.

Employees who terminate from UW employment on or after the 16th of the month accrue time off for the month of termination. Employees who separate from UW employment prior to the 16th of the month do not accrue anytime off for the month of termination.

Section 16.3.

The annual vacation schedule for use of vacation time off in each team shall be established in the following manner:

- A. Employees are responsible for managing their own annual vacation time off balances.
- B. Employees will utilize Workday’s Absence Request tool to submit requests. Request for five (5) or more consecutive days should be made at least two (2) months in advance. When possible, the supervisor will respond to the request within five (5) business days, and no later than ten (10) business days.
- C. Approved requests will be added to Outlook calendars of employee and supervisor by the employee.
- D. Vacations will be approved on a first come, first serve basis. In the event that more than one employee on a team, on the same date, requests the same time off and the workload will suffer, if multiple employees are absent, the vacations will be approved by seniority order as defined by continuous length of service in calendar days at Continuum College.

Section 16.4. No Cap on Vacation Time.

While employees are encouraged to keep vacation time-off balances below two hundred eighty (280) hours, they are allowed to carry larger balances when work obligations prevent them from using vacation time. Employees do not need extension approvals from HR in order to exceed a balance of two hundred eighty (280) hours.

Section 16.5. Week of Thanksgiving and the week between Christmas and New Year’s.

Employees may request and be allowed to work remote during the week of Thanksgiving and Native American Heritage Day, as well as the scheduled workdays between Christmas and New Year’s Day.

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Section 16.6. Vacation Leave Cash Payment.

Any employee who has been employed for at least six (6) continuous months, who either resigns or retires, is laid-off or is terminated by the University shall be entitled to accrued vacation pay up to two hundred eighty (280) hours.

ARTICLE 17: SICK TIME OFF

Section 17.1. Sick Time Off.

A. Accrual.

Full-time employees (prorated for part-time employees) accrue eight (8) hours of sick time off for each month of completed regular monthly service. Sick time off accrues at a rate of one (1) hours for every forty (40) hours worked when unpaid times off exceeds eighty (80) hours (prorated for part-time) in any calendar month.

B. Sick Time Off – Use.

Sick time off can be used under the following conditions.

1. Because of and during any physical or mental illness, disability or injury which has incapacitated the employee from performing required duties.
2. By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.
3. Because of a health condition of a family member that requires treatment or supervisor, or that requires the presence of the employee to make arrangements for extended care.

Family members includes biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child; sibling, spouse, domestic partner, grandparent, grandchild, or child, regardless of age or dependency status, including a biological, adopted or foster child, stepchild, or a child to whom the employee stand in loco parentis, is a legal guardian, or is a de facto parent. Family members include those persons in a “step” relationship.

Family member includes any individual who regularly resides in the employee’s home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. This does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.

4. Sick time off may also be used to provide emergency childcare (as defined in the Employer’s Family Care Emergencies Absence Policy).

- 1 5. For personal medical, dental or optical appointments or for family members'
2 appointments when the presence of the employee is required, if arranged in
3 advance with the Employer.
4
- 5 6. For the closure of the University by order of a public official for any health-
6 related reason.
7
- 8 7. For the closure of a child's school or place of care by order of a public official
9 for any health-related reason. A school or place of care is considered closed if
10 the physical location is closed and even if some or all instruction is provided
11 online where the child is expected or required to complete assignments.
12
- 13 8. For domestic violence, sexual assault, or stalking covered absences.
14
- 15 9. To allow the employee to prepare for, or participate in, any judicial or
16 administrative immigration proceeding involving the employee or employee's
17 family member.
18

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

21 An employee who has used all accrued sick time off may be allowed to use
22 accrued vacation time off and/or compensatory time off for sick time off purposes
23 when authorized by the Employer.
24

25 **D. Restoration of Vacation Time Off.**

26 In the event of an incapacitating illness or injury during vacation time off, the
27 employee's supervisor may authorize the use of sick time off and the equivalent
28 restoration of any vacation time off otherwise charged. Such requests shall be in
29 writing, and a medical certificate may be requested.
30

31 **E. Sick Time Off Verification.**

32 The Employer will not request verification for the use or the request to use paid
33 sick time off until after absences of three (3) consecutive scheduled workdays
34 Such verification or proof may be given to the supervisor/manager or Human
35 Resources according to departmental policy. The Employer will not make
36 unreasonable requests for sick time off verification.
37

38 **Section 17.2. Sick Time Off Cash Out.**

39 Eligible employees may elect to receive monetary compensation for accrued sick time
40 off as follows:
41

42 In January of each year, an employee whose sick time off balance at the end of the
43 previous year exceeds four hundred eighty (480) hours may elect to convert the sick
44 time off hours earned in the previous calendar year, minus those hours used during the
45 year, to monetary compensation. No sick time off hours may be converted which would
46 reduce the calendar year end balance below four hundred eighty (480) hours. Monetary

1 compensation shall be paid at the rate of twenty-five percent (25%) and shall be based
2 on the employee's current salary. Full-time employees may cash out up to 96 hours per
3 year. Maximums for part-time employees are prorated based on the employee's FTE.
4 All converted hours will be deducted from the sick time off balance.

5

6 **Section 17.3.**

7 Former eligible employees who are re-employed within five (5) years of separation shall
8 be credited for all unused sick time off credits, if any, to which they were entitled at time
9 of separation.

10

11 **Section 17.4. Family Care Leave.**

12 In accordance with RCW 49.12 and WAC 296-130, employees shall be allowed to use
13 any or all of their accrued sick time off or other paid time off to care for a family member
14 (as defined above) who has a serious health condition or an emergency condition.

15 Employees shall not be disciplined or otherwise discriminated against for exercising
16 these rights.

17

18 **Section 17.5.**

19 Employees who separate from state service due to retirement or death must be
20 compensated for their total unused sick time off accumulation at the rate of twenty five
21 percent (25%). The employer will deposit the equivalent funds into a Health
22 Reimbursement Account (HRA) through Voluntary Employee's Beneficiary Associate
23 (VEBA). Compensation will be based on the employee's salary at the time of
24 separation. For the purpose of this subsection, retirement does not include "vested out-
25 of-service" employees who leave funds on deposit with the Department of Retirement
26 Systems (DRS). Furthermore, no contributions will be made to the DRS, nor any other
27 retirement system, for payments under this subsection, nor are such payments reported
28 as compensation for retirement purposes.

29 **ARTICLE 18: WASHINGTON PAID FAMILY AND MEDICAL LEAVE PROGRAM**

30 **Section 18.1.**

31 Washington Paid Family And Medical Leave Program (PFML) eligibility for and approval
32 of time off for purposes as described under that Program shall be in accordance with
33 RCW 50A. If the legislature amends all or part of RCW 50A, those amendments are
34 considered by the parties to be incorporated herein. If the legislature repeals all of part of
35 RCW 50A, those provisions that are repealed are considered by the parties to be expired
36 and no longer in effect upon the effective date of their repeal.

37

38 Under RCW 50A. 15.060 (2), the University has elected to offer supplemental benefits in
39 the form of sick time off, vacation time off, personal holiday, holiday credit, holiday taken,
40 bereavement time off, or compensatory time off.

41

42 Employees requesting PFML benefits through the Employment Security Department
43 must provide notice to the University as outlined in UWHR Paid Family and Medical Leave
44 Eligibility and Benefits webpage.

1 **ARTICLE 19: FEDERAL FAMILY MEDICAL LEAVE ACT**

2
3 **Section 19.1. FMLA Eligibility & Leave.**

4 Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and APS
5 45.5, an employee who has worked for the state for at least (12) months and for at least
6 one thousand two hundred and fifty (1250) hours during the twelve (12) months prior to
7 the requested leave is entitled to up to twelve (12) work weeks of leave per year for any
8 combination of the following:

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

14 Additional guidance on FMLA covered leave and request procedures are available at
15 <https://hr.uw.edu/ops/leaves/fmla/>.

16 **ARTICLE 20: ABSENCE DUE TO FAMILY CARE EMERGENCIES**

17
18 **Section 20.1.**

19 There are two types of family care emergencies:

- 20 a. A child care emergency is defined as a situation causing an employee’s inability to
21 report for or continue scheduled work because of emergency child care
22 requirements such as an unexpected absence of a regular care provider, an
23 unexpected closure of the child’s school, or an unexpected need to pick up child
24 at school earlier than normal.
25
26 b. An elder care emergency is defined as a situation causing an employee’s inability
27 to report for or continue scheduled work because of emergency elder care
28 requirements.

29
30 **Section 20.2.**

31 An employee who is unable to report for or remain at work due to a family care emergency
32 may use vacation time off, sick time off, compensatory time, holiday credit, or unpaid time
33 off up to a maximum of three (3) days of each type time off per calendar year, and their
34 personal holiday. Use of any of the above time off types is dependent upon the
35 employee’s eligibility to use such time off. The employee upon returning from such an
36 absence shall designate to which time off type the absence will be charged.

37
38 **Section 20.3.**

39 In accordance with RCW 49.46.210, sick time off may be used when an employee’s
40 child’s school or place of care has been closed by order of a public official for any health-
41 related reason or after the declaration of an emergency by a local or state government or
42 agency, or by the federal government. Health-related reason means a serious public

1 health concern that could result in bodily injury or exposure to an infectious agent,
2 biological toxin, or hazardous material.

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ARTICLE 21: PARENTAL LEAVE

6 **Section 21.1.**

7 Parental leave is defined as: up to six (6) months of leave taken after the birth of a child
8 to the employee, spouse or domestic partner, or because of the placement of a child with
9 the employee or domestic partner through adoption or foster care, including time covered
10 by the FMLA, during the first year after the child’s birth or placement. Leave beyond the
11 period covered by FMLA may only be denied by the Employer due to operational
12 necessity. The Employer will provide the employee with reasons for denial in writing.
13 Extensions beyond six (6) months may be approved by the Employer. For birth parents,
14 temporary disability leave for pregnancy is in addition to parental leave.

15

16 To be paid during Parental leave the employee must use accrued vacation time off, sick
17 time off up to eighteen (18) weeks seven hundred twenty (720) hours, personal holiday,
18 holiday credit, or compensatory time, the combination of which may be determined by the
19 employee.

20

21 Employee’s on parental leave may use unpaid time off before applicable accrued time off.

22

23 Parental leave is generally taken as continuous (full) leave of absence or, if it meets
24 business needs and has the approval of your supervisor, can be granted as intermittent
25 leave or a reduction in hours. Employees may also request schedule and/or FTE changes
26 in accordance with Article 8.3.

27

28 If changes made to the University’s parental leave policies impact mandatory subjects of
29 bargaining, including changes made as a result of updates to Washington’s Paid Family
30 Medical Leave Program (PFML), the Employer will provide Union notice and fulfill its
31 bargaining obligations.

32

ARTICLE 22: SHARED LEAVE

33

34 **Section 22.1. Eligibility.**

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

40 The leave sharing program permits eligible state employees to donate a portion of their
41 time off to financially aid other state employees who will need to take unpaid time off or
42 separate from employment because of:
43

- 44 A. Having a severe or extraordinary illness; or

- 1 B. Having caregiver responsibilities for a relative or household member with a
2 severe or extraordinary illness; or
- 3 C. The employee is serving as an approved emergency worker; or
- 4 D. When voluntarily or involuntarily serving in one of the uniformed services; of the
5 United States, or
- 6 E. Being a victim of domestic violence, sexual assault or stalking, or assisting a
7 family member who is a victim of domestic violence, sexual assault or stalking, or
- 8 F. Sickness or temporary disability due to a pregnancy-related medical condition or
9 miscarriage; or
- 10 G. Taking parental leave to bond with and care for their newborn, adoptive or foster
11 child, for a period of up to sixteen (16) weeks after birth or placement.

12 **Section 22.2. Shared Leave Program.**

13 The shared leave program is administered consistent with state law and University
14 policy. Employees seeking to request shared leave or to donate shared leave to another
15 employee will follow the request procedures that UWHR publishes for that purpose.

16 **Section 22.3. WA State Shared Leave Pool Programs.**

17 In accordance with state law and University Policy, eligible state employees may donate
18 leave to the following shared leave pool programs:

- 19 A. Uniformed Services Shared Leave Pool Program
- 20 B. Foster Parent Shared Leave Pool Program
- 21 C. Veterans' In-State Service Shared Leave Pool Program

22 **ARTICLE 23: UNPAID HOLIDAYS FOR A REASON OF FAITH OR CONSCIENCE**

23 **Section 23.1.**

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

- 26
- 27 A. Unpaid time off will be granted for up to two (2) workdays per calendar year for
28 a reason of faith or conscience or an organized activity conducted under the
29 auspices of a religious denomination, church or religious organization. Unpaid
30 time off may only be denied if the employee's absence would impose an undue
31 hardship on the Employer as defined by Chapter 82-56 WAC or the employee
32 is necessary to maintain public safety.
- 33
- 34 B. The Employer will allow an employee to use holiday credit time off,
35 compensatory time off, personal holiday or vacation time off in lieu of unpaid
36 time off. All requests to use holiday credit time off, compensatory time off,
37 personal holiday or vacation time off must indicate the time off is being used in
38 lieu of unpaid time off for a reason of faith or conscience.
- 39

- 1 C. An employee’s seniority date, probationary period or trial service period will not
- 2 be affected by unpaid time off taken for a reason of faith or conscience.
- 3
- 4 D. Employees will only be required to identify that the request for time off is for a
- 5 reason of faith or conscience.

6 **ARTICLE 24: CIVIL/JURY DUTY TIME OFF AND BEREAVEMENT TIME OFF**

7 **Section 24.1. Civil Duty.**

8 Paid time off will be granted for jury duty, to serve as trial witnesses, or to exercise other
9 subpoenaed civil duties such as testifying at depositions. Employees are not entitled to
10 civil duty time off for civil legal actions that they initiate or when named as a defendant in
11 a private legal action that is unrelated to their University employment. The employee will
12 notify the Employer as soon as they become aware of the need for a civil duty time off.

13

14 **Section 24.2. Bereavement Time Off.**

15 An employee shall be granted up to five (5) continuous or non-continuous days of
16 bereavement time off, as requested by the employee, for each death of a family member,
17 including loss of pregnancy. A qualifying pregnancy for the purpose of bereavement is
18 defined as the pregnancy of the employee, including as a surrogate, or employee parent-
19 to-be, including through surrogacy or adoption, where the employee would have been the
20 parent.

21

22 Time away from work for, bereavement time off beyond five (5) days may be approved
23 based on individual circumstances, such as relationship of the employee to the deceased
24 family member, employee responsibility for making funeral arrangements, religious
25 reasons and/or distance of travel out of the area. Upon the Employer’s approval, the
26 employee may choose to use the following types of time off for beyond the five (5) days;
27 sick, vacation, holiday credit, compensatory time, personal holiday, or unpaid time off.

28

29 Family members is defined in Article 17 Sick Time Off, Section 17.1.B.3.

30

31 **ARTICLE 25: LEAVE RELATED TO DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR**

32 **STALKING**

33 As required by state law, and in accordance with University policy (Administrative Policy
34 Statement 46.8), the University will grant time and/or reasonable safety accommodations
35 to an employee who is a victim of domestic violence, sexual assault, or stalking.

36

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

1 Time off may also be granted to an employee who has to assist a family member who is
2 a victim of domestic violence, sexual assault or stalking. For the purpose of this article
3 and the leave described herein, family member is defined as:

- 4
- 5 A. Your spouse or domestic partner, child, parent, grandparent, grandchild, sister,
6 or brother
 - 7 B. The child, parent, or grandparent of your spouse or domestic partner
 - 8 C. A person with whom you have a dating relationship

9 The Employer will inform employees of the right annually.

10

11 The University will not refuse to make a reasonable safety accommodation requested
12 by an employee who is a victim of domestic violence, sexual assault or staking unless
13 the University can demonstrate the accommodation would impose an undue hardship. A
14 reasonable safety accommodation may include, but is not limited to, a transfer,
15 reassignment, modified schedule, changed work telephone number, changed work
16 email address, changed workstation, installed lock, implemented safety procedure, or
17 any other adjustment to a job structure, workplace facility, or work requirement in
18 response to actual or threatened domestic violence, sexual assault, or stalking.

19 **ARTICLE 26: MILITARY DUTY LEAVE**

20 **Section 26.1. Paid Military Duty Leave.**

21 Military duty leave will be approved in accordance with University of Washington
22 Administrative Policy Statement 45.4, which is subordinate to the Uniformed Services
23 Employment and Reemployment Rights Act, RCW 38.40, and RCW 49.77. Employees
24 who are called to active duty in any of the uniformed services or their reserves shall
25 receive up to twenty-one (21) work days of paid military duty leave annually from
26 October 1 through September 30. Such paid military leave shall be in addition to any
27 compensatory time, holiday credit, vacation time off, sick time off, or personal holiday to
28 which the employee might be otherwise entitled, and shall not involve the reduction of
29 any benefits, performance rating, privileges or base pay. During the period of paid
30 military duty leave, the employee shall receive their normal pay. If the employee is
31 scheduled to work a shift that begins on one calendar day and ends on the next
32 calendar day, the employee is charged military duty leave only for the first calendar day.

33 **Section 26.2. Military Fitness Exams.**

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

37 **Section 26.3. Unpaid Military Leave of Absence (up to 5 years).**

38 Employees who are called to active duty in one of the uniformed services of the United
39 States or the State of Washington shall be granted a military duty leave of absence
40 without pay for absence from work for up to five (5) years in addition to any time
41 covered by the provisions of Section 26.1. During an unpaid military duty leave of
42 absence, an employee is entitled to receive:

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

12 **Section 26.4. Request Process.**

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

18 **Section 26.5. Return from Military Leave.**

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

23 **Section 26.6. Military Family Leave Act (Spouses).**

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

28 **ARTICLE 27: WORK RELATED INJURY LEAVE**

29
30 **Section 27.1.**

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

35 **Section 27.2.**

36 Employees who are in leave without pay status for up to six (6) months due to a work-
37 related injury, upon written request and proof of continuing disability, shall maintain their
38 seniority. Leave without pay exceeding six (6) months without loss of seniority may be
39 granted at the option of the employing official.

40 **Section 27.3.**

1 Employees who suffer a work-related injury or illness that is compensable under the state
2 worker's compensation law may select time loss compensation exclusively, leave
3 payment exclusively or any combination of the two.
4

5 **Section 27.4.**

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

8 **ARTICLE 28: REASONABLE ACCOMMODATION OF EMPLOYEES WITH**
9 **DISABILITIES**

10 **Section 28.1. Disability Accommodation.**

11 The Employer and Union will comply with all relevant federal and state laws, regulations,
12 executive orders and the provisions of University of Washington Administrative Policy
13 Statement 46.5 on Reasonable Accommodation of Employees with Disabilities. The
14 University and the Union are committed to providing reasonable accommodation to
15 employees with disabilities, promoting accessibility and equity in the workplace.
16

17 **Section 28.2.**

18 An employee who believes that they have a disability and requires a reasonable
19 accommodation to perform the essential function of their position may request such an
20 accommodation through their Leave and Accommodation Specialist or otherwise
21 informing the employee's supervisor and/or department of the need for accommodation.
22 The Employer will endeavor to address all requests in a timely, transparent manner, and
23 inform employees of the status of their request.
24

25 **Section 28.3.**

26 Employees requesting accommodation must cooperate with the University in discussing
27 the need for and possible form of any accommodation. The Employer will require
28 supporting medical documentation unless the disability and the need for accommodation
29 are readily perceivable. The Employer may require the employee to obtain an
30 independent medical evaluation at the Employer's expense. Medical information
31 disclosed to UWHR or Disability Services Office (DSO) will be kept confidential.
32

33 Employees will be provided information about their rights in the disability accommodation
34 process by Continuum College HR and/or their Leave and Accommodation Specialist.
35 Continuum College HR and supervisory staff will participate in training on best practices
36 related to disability accommodations as deemed necessary by the Employer.
37

38 **Section 28.4.**

39 The Employer will determine whether an employee is eligible for a disability-related
40 accommodation. Reasonable accommodation(s) will be determined through an
41 interactive process between the employee and Employer.
42

43 **Section 28.5.**

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

5
6 **Section 28.6. Disability Leave.**

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

14
15 **Section 28.7. Pregnancy Accommodation.**

16 The Employer and the Union will comply with all relevant federal and state laws,
17 regulations, and executive orders and with the provisions of Washington Administration
18 Policy Statement 46.7 Reasonable Accommodation of Pregnant Employees. The
19 University and the Union are committed to providing reasonable accommodation for
20 known limitations due to pregnancy, childbirth, and related medical conditions.

21
22 A. The following pregnancy-related accommodations shall not require health care
23 provider certification and are not subject to an Employer's claim of undue
24 hardship:

- 25 1. Providing more frequent, longer, or flexible restroom breaks;
- 26 2. Modifying a no food or drink policy;
- 27 3. Providing seating or allowing the employee to sit more frequently if their
28 job requires them to stand; and
- 29 4. Restricting lifting to 17lbs. or less.
- 30 5. Providing reasonable break time for an employee to express breast
31 milk or breastfeed as needed.
- 32 6. Providing a lactation space which may be used by the employee to
33 express milk.

34 B. An employee's pregnancy or pregnancy-related medical condition may also be
35 accommodated as follows:

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

44
45 With respect to these accommodations, the University may request an employee provide
46 written certification from their treating health care provider regarding the need for

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

3 **ARTICLE 29: MISCELLANEOUS LEAVE/TIME OFF**

4 **Section 29.1. Leave of Absence Without Pay.**

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

11 **Section 29.2. Unpaid Leave Addressed Under Other Articles.**

12 Leave of absence without pay for the following reasons is not covered by this Article:
13

- 14 A. Compensable work-related injury or illness, (Article 27)
- 15 B. Military service (Article 26)
- 16 C. Leave for serious health condition taken under the provisions of the Family and
17 Medical Leave article (Article 19)
- 18 D. Leave authorized by the Employer as part of a plan to reasonably accommodate
19 a person of disability (Article 28)
- 20 E. Disability due to pregnancy or childbirth (Article 28)
- 21 F. Parental leave (Article 21)
- 22 G. Union activities (Article 42)
- 23 H. Absence due to Family Care Emergencies (Article 20)
- 24 I. To accommodate annual work schedules of employees occupying cyclic year
25 positions.

26
27 **Section 29.3. Conditions Applicable to Leave of Absence without Pay.**

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

- 31 A. The employee must be a permanent employee
- 32 B. The employee must have a bona fide intention of returning to work following the
33 leave
- 34 C. The leave without pay must not, in the discretion of the University, interfere with
35 operational needs.

36 **Section 29.4. Cancellation of Leave of Absence Without Pay.**

37 The Employer may cancel a leave of absence without pay upon finding that the
38 employee is using the leave for purposes other than those specified at the time of
39 approval, or where there are extreme circumstances requiring the employee's return to
40 work. The Employer will provide written notice to the employee that a leave of absence

1 without pay has been cancelled. The notice will set a date for the employee's return to
2 work. Unless mutually agreed, the employee's failure to return to work on the date
3 prescribed will be considered job abandonment.

4 **Section 29.5. Benefits During Leave.**

5 Employees are encouraged to contact the Employer's UW Benefits Office (phone # 206-
6 543-4444, benefits@uw.edu) prior to any leave of absence without pay to understand
7 impact on benefits and learn about other points to consider.

8 **Section 29.6. Returning Employee Rights.**

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

15 **Section 29.7. Educational Leave.**

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

18 **Section 29.8. Government Service Leave.**

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

22 **Section 29.9. Volunteer or Community Service Leave**

23 After applicable accrued time off has been exhausted, unpaid time off may be granted
24 for community volunteerism or service.

25 **Section 29.10. Formal Collective Bargaining Leave.**

26 Unpaid time off may be granted to participate in formal collective bargaining sessions
27 authorized by RCW 41.56 as mutually agreed by the parties

28

29 **Section 29.11. Discretionary Unpaid Leave for Specified Reasons:**

30 Unpaid time off may also be approved for the following reasons:

- 31 A. Conditions applicable for certain leave with pay
- 32 B. Leave taken voluntarily to reduce the effect of a layoff

33 **ARTICLE 30: INCLEMENT WEATHER AND SUSPENDED OPERATIONS**

34 **Section 30.1. Inclement Weather.**

35 When the University is in operation but an employee is faced with local unanticipated
36 problems related to natural disasters or severe weather conditions, the Employer may
37 allow the employee to telework in accordance with the telework policy, and may adjust
38 the employee's job duties and/or deadlines as appropriate. Employees who are unable to
39 telework may use compensatory time, holiday credit, personal holiday, vacation time off,

1 or unpaid time off in accordance with the inclement weather policy. Employees
2 designated as essential must make all reasonable efforts to report to work as scheduled.

3
4 **Section 30.2. Suspended Operations.**

5 If the University determines it is advisable due to emergency conditions to suspend the
6 operation of all or any portion of the institution, requiring only employees performing
7 essential services to work the following will govern: Any employee, whether or not they
8 perform essential services, who can successfully accomplish their work away from the
9 worksite has the option to telework. Requests will not be unreasonably denied.

10
11 Employees who perform essential services and cannot telework are required to report to
12 work. Overtime eligible employees who perform nonessential services who cannot
13 telework during an operational suspension may request to use compensatory time,
14 holiday credit, personal holiday, sick time off, or vacation time off, if available, in
15 accordance with the suspended operations policy. Overtime eligible employees
16 performing nonessential services who cannot telework and do not have available time off
17 balances may use unpaid time off. Overtime-exempt employees who perform
18 nonessential services remain responsible for meeting all work obligations regardless of
19 the time missed during suspended operations.

20
21 UW parking in unrestricted spaces shall be provided at no cost to the employee at each
22 campus for which suspended operations have been declared for any staff member
23 designated by their supervisor as essential. Restricted spaces include but are not limited
24 to: disability stalls, time limited stalls, load/unload stalls, pay by space stalls (restricted to
25 pay station parking), university vehicle stalls, metered stalls (restricted to pay meter
26 parking) carpool stalls, UCAR Only staffs, electric vehicle charging stalls, motorcycle
27 stalls, and department reserved stalls. Employees qualified to use a restricted space (for
28 example disabled stalls) shall be able to use the appropriate space.

29 **ARTICLE 31: HEALTH AND SAFETY**

30 **Section 31.1. Health and Safety.**

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

38
39 **Section 31.2. Safety.**

40 All work shall be performed in conformity with applicable health and safety standards.
41 Employees are encouraged to immediately report any unsafe working conditions to their
42 supervisor. If the matter is not resolved satisfactorily between the supervisor and
43 employee, either may involve the Union Steward and request a decision from the

1 University's Department of Environmental Health & Safety or the Department of Labor &
2 Industries. No other employee may do the work believed to present an imminent risk to
3 life and safety until a risk assessment has been done by the Safety Officer and/or the
4 University's Department of Environmental Health & Safety, or the Department of Labor
5 & Industries, and it is confirmed that there is no imminent hazard. Once a risk
6 assessment is completed and it is confirmed that there is no imminent hazard and
7 conditions meet DOSH standards, the employee will be expected to perform the work.
8 Employees are encouraged to attempt to resolve the matter first with the supervisor,
9 then the University's Department of Environmental Health & Safety prior to going
10 outside the University.

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

12 **Section 31.3. Reporting.**

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

17 If a supervisor, Labor and Industries or Environmental Health and Safety (telephone
18 206-543-7262) declares a University work site to be hazardous and unfit for work,
19 operations will be suspended in accordance with Article 30 Inclement Weather and
20 Suspended Operations. Affected employees may be assigned to alternative work sites,
21 including telework work sites, until the hazardous condition is rectified and operations
22 are no longer suspended.

23 If an employee has reported to work prior to the suspension of operations, and it has
24 been determined that reassignment to an alternative work site or telework is not
25 feasible, and the supervisor directs the employee to return home, the employee will
26 receive their regular pay for all hours they were scheduled to work on the day
27 suspension.

28 **Section 31.4. Health Examinations.**

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

32 **Section 31.5. Safety Committees.**

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

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

4 **Section 31.6. Ergonomics.**

5 Employees should contact their supervisor if job procedures, equipment or University-
6 owned or operated workstations lead to risk of injury or work-related musculoskeletal
7 disorders. Further ergonomic guidelines shall be referenced on the Environmental
8 Health and Safety website www.ehs.washington.edu. Employees have the option to
9 request the University of Washington Environmental Health and Safety to perform an
10 ergonomic assessment of their University-owned or operated workstation. The
11 University does not provide ergonomics assessments for non- University-owned or
12 operated work environments. If available, employees may choose to utilize established
13 University outside consultants at a pre-negotiated rate and at their own expense.

14

15 **Section 31.7. Workplace Review.**

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

23 In response to a DOSH (Department of Occupational Safety & Health Administration)
24 inspection initiated by a bargaining unit employee complaint, the Employer will contact
25 the designated Union representative to participate in the worksite inspection.

26 Employees may also request a workplace review by the employing department and
27 employees shall be given the results of the review.

28 **Section 31.8. Wellness.**

29 Wellness Rooms. Locations of wellness rooms throughout the University can be found
30 at the following link: <https://hr.uw.edu/experience/wellness-rooms-2/>

31

32 **Section 31.9. Tools and Equipment.**

33 The Employer will furnish and maintain in safe working condition all tools and equipment
34 required to carry out the duties of each position, and will provide, during working hours,
35 training on the safe operation and use of tools/equipment/supplies required to perform
36 the employee's duties. The Employer agrees to provide transport for necessary
37 equipment and supplies which cannot safely be transported by hand. The employees
38 will properly use and maintain all required tools/equipment/supplies and immediately
39 report any defects or malfunctions to the supervisor. If applicable, the
40 supervisor/manager will provide training on safe operation and handling of Employer
41 issued equipment.

42 **Section 31.10. Joint Labor/Management Committee.**

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

5 **Section 31.11. Training.**

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

8 Organizational units are required to develop a written Fire Safety and Evacuation Plan
9 for each campus building they occupy pursuant to University policy.

10 Active shooter training resources can be found on the University website at:
11 <http://police.uw.edu/community-engagement/activeshooter/>.

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

14 **Section 31.12. Safety and Health Grievances.**

15 Grievances arising out of violations of this Article will start at Step 2 of the grievance
16 procedure.

17 **Section 31.13. After Hours Support.**

18 Employees will have access to Husky Night Walk and UW Night Ride services in
19 accordance with University policy.

20 **ARTICLE 32: HEALTH CARE BENEFITS AMOUNTS**

21 **Section 32.1. Employer Medical Contribution.**

22 A. For the 2025-2027 biennium, the Employer Medical Contribution (EMC) will
23 be an amount equal to eighty-five percent (85%) of the monthly premium for
24 the self-insured Uniform Medical Plan (UMP) Classic for each bargaining unit
25 employee eligible for insurance each month as determined by the Public
26 Employees Benefits Board (PEBB). In no instance will the employee
27 contribution be less than two percent (2%) of the EMC per month.

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

32 1. In ways to support value-based benefits designs; and

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

34 Value-based benefits designs will:

35 1. Be designed to achieve higher quality, lower aggregate health care
36 services cost (as opposed to plan costs);

- 1 2. Use clinical evidence; and
- 2 3. Be the decision of the PEBB Board
- 3 C. Article 32.1 (B) will expire June 30, 2027.

4 **Section 32.2. Employer-Paid Premiums.**

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

10 **Section 32.3. Wellness.**

- 11 A. To support the statewide goal for a healthy and productive workforce, employees
12 are encouraged to participate in a Well-Being Assessment survey. Employees will
13 be granted work time and may use a state computer to complete the survey.
- 14
- 15 B. The Coalition of Unions agrees to partner with the Employer to educate their
16 members on the wellness program and encourage participation. Eligible, enrolled
17 subscribers shall have the option to earn an annual one hundred twenty-five dollars
18 (\$125.00) or more wellness incentive in the form of reduction in deductible or
19 deposit into the Health Savings Account upon successful completion of required
20 Smart Health Program activities. During the term of this Agreement, the Steering
21 Committee created by Executive Order 13-06 shall make recommendations to the
22 PEBB regarding changes to the wellness incentive or the elements of the Smart
23 Health Program.
- 24

25 **Section 32.4. PEBB**

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

29 **Section 32.5. Flexible Spending Arrangement**

- 30 A. During January 2026 and again in January 2027, the Employer will make
31 available three hundred (\$300) in a medical flexible spending arrangement (FSA)
32 account for each bargaining unit member represented by a Union in the Coalition
33 described in RCW 41.80.020 (3), who meets the criteria in Subsection 32.5 (B)
34 below.
- 35 B. In accordance with IRS regulations and guidance, the Employer FSA funds will
36 be made available for a Coalition bargaining unit employee who:
 - 37 1. Is occupying a position that has an annual full-time equivalent base salary
38 of sixty-eight thousand and four dollars (\$68,004) or less on November 1
39 of the year prior to the year the Employer FSA funds are being made
40 available; and

- 1 D. Changes to rideshare plans without advance notice, such as a vanpool
- 2 driver needing to leave early
- 3 E. Unanticipated need to work late when reliable and safe public
- 4 transportation is no longer available (must be approved by supervisor)

5 In order to be reimbursed, receipts, along with the reason for the ride, must be
6 submitted to Transportation Services within three (3) months of date of the emergency
7 ride home.

8 **Section 33.3. Commute Reduction.**

9 Per UW Transportation Services initiatives and APS 70.2, teams are encouraged to give
10 serious consideration to employee requests for flexible schedules for commute trip
11 reduction purposes. Individual requests for flexible scheduling may be approved by the
12 Employer, provided that such scheduling does not interfere with the effective operation
13 of the team and shall be dependent upon operating, business, and customer needs.

14
15 **Section 33.4. Required Travel.**

16 Any employee required to travel to a place of work other than their regular official duty
17 station shall be reimbursed for travel costs when eligible, in accordance with the
18 University travel policy. Employee travel policies are governed by
19 <https://finance.uw.edu/travel/policies> and APS 70.2:
20 <https://policy.uw.edu/directory/aps/section-70-travel/aps-70-2-general-travel-policies/>

21 **Section 33.5. Travel Work Time and Compensation.**

- 22 A. Travel that constitutes hours worked is outlined in
23 <https://hr.uw.edu/comp/overtime-for-staff/overtime-compensation/>
- 24 B. "Release time" is defined by UW Policy:: <https://hr.uw.edu/ops/holidays-time-off/taking-time-off-event-activity-during-work-day/>
- 25

26 **Section 33.6. Policy Changes.**

27 The Union agrees that during the life of this Agreement, the University may apply
28 changes in transportation policy, including the emergency ride home program, and
29 adjusting parking fees and criteria for assigning parking spots, to the bargaining unit
30 without the obligation to bargain with the Union. The Union may raise issues and
31 concerns about the University's parking program at Joint Labor/Management
32 Committee meetings or at ad hoc Labor Management Committee meetings.

33 **ARTICLE 34: PERSONNEL FILES**

34 **Section 34.1. Files Relating to Employment.**

35 The Employer shall maintain files relating to employment in accordance with the
36 applicable University policy and/or state or federal law. The Official Personnel File
37 (OPF) for each employee will be maintained by Campus Human Resources. This office
38 will be responsible for identifying the location of and process for accessing the file. The
39 OPF will accompany the employee throughout their service career at the University of

1 Washington. No grievance materials shall be placed in an individual's OPF. Grievances
2 shall not be referenced unless necessary for payroll, leave, or other similar legitimate
3 business purposes. The departmental file will be maintained by the department.

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

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

11 **Section 34.2. Employee Access to Files.**

12 Upon written request, an employee or an employee with their representative have the
13 right to examine all materials in the OPF that are not non-disclosable pursuant to state
14 and/or federal laws. Information about accessing OPF is provided here:
15 <https://hr.uw.edu/policies/official-personnel-file-access/>. Employees also have the right
16 to examine all materials in their departmental file and/or supervisor file that are not non-
17 disclosable pursuant to state and/or federal laws. Upon written request by the employee
18 to their departmental HR, the employee and/or the employee with their representative
19 may examine the employee's departmental file and/or supervisor file. A copy of the
20 written authorization will be retained in the employee's departmental file. Departmental
21 files will be reviewed with the Employer representative during business hours. The
22 employee and/or employee's representative may request copies, which may be
23 provided at no cost if the size of the request is reasonable.

24 **Section 34.3. Employee Response.**

25 A copy of any correspondence, adverse material, or letters issued and intended to be
26 included in an employee's official personnel file shall be provided to the employee.
27 An employee may insert a reasonable amount of job-related materials in their personnel
28 file that reflects favorably on their job performance.

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

33 **Section 34.4. Confidentiality.**

34 Unauthorized parties shall not have access to any employee's OPF or departmental file.
35

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

39 **ARTICLE 35: CORRECTIVE ACTION AND DISMISSAL**

40 **Section 35.1.**

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

7
8 **Section 35.2. Representation.**

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

16
17 B. Upon request, an employee has the right to a union representative at an
18 investigatory interview called by the Employer, if the employee reasonably
19 believes corrective action could result. the employer will provide reasonable time
20 to allow an employee to secure a union representative.

21
22 C. An employee placed on an alternative assignment during an investigation will not
23 be prohibited from contacting their union steward unless there is a conflict of
24 interest, in which case the employee may contact another union steward. This
25 does not preclude the Employer from restricting an employee’s access to the
26 Employer’s premises.

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

31
32 D. An interpreter can be requested by either party and will be provided.

33
34 **Section 35.3. Coaching.**

35 Coaching is an informal discussion or instruction between employee and their
36 immediate supervisor. Supervisor may follow in writing which may include a simple
37 action plan. This is not a form of corrective action.

38
39 **Section 35.4. Corrective Action/Dismissal Process.**

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

44
45 **Section 35.5. Formal Counseling**

1 Formal counseling (may involve administrative personnel other than the employee's
2 immediate supervisor) including the development of a written action plan. The action
3 plan will identify specific problem areas, performance objectives, suggestions for
4 remedying, and a timeframe for improvement. Prior to issuance of formal counseling, a
5 meeting may be scheduled by the employer or requested by the employee to give the
6 employee and opportunity to make their case before the final decision is made.
7 Employee requests for such a meeting will be granted. An employee is entitled to
8 representation at this meeting.
9

10 **Section 35.6. Final Counseling.**

11 Final counseling (may involve administrative personnel other than the employee's
12 immediate supervisor) including action plan discussion and revision, where appropriate.
13 A decision-making period of one (1) day of paid time away from the work site for the
14 employee to consider the consequences of failure to follow the action plan may be used
15 at this step. If the Employer decides to provide a decision-making day, the employee will
16 be given a list of expectations and problem statements prior to the day taking place.
17

18 **Section 35.7. Dismissal**

19 Prior to dismissal, a pre-determination meeting will be scheduled to give an employee
20 an opportunity to make their case before the final decision is made. The employee has
21 the right to have a union representative present at the pre-determination meeting. At
22 least five (5) days prior to the meeting, the employee will be informed in writing of the
23 reasons for the contemplated dismissal and given referenced documentation. The
24 employee will be furnished with written notification of the outcome of the pre-
25 determination hearing.
26

27 **Section 35.8. Removal of Records.**

28 Upon written request by the employee, any formal or final counseling, excluding those
29 for workplace violence or University policies against harassment, discrimination, or
30 retaliation, will be removed from an employee's personnel file after three (3) years if the
31 following criteria have been met:
32

- 33 A. Circumstances set forth in writing, and as determined by the University do not
34 warrant a longer retention period; and
- 35 B. There has been no subsequent corrective action.
36

37 Nothing in this Article prevents the Employer from agreeing to an earlier removal date.
38

39 Once a corrective action has been removed from the employee's file as outlined above,
40 the information removed will not be used in subsequent corrective action, unless
41 mutually agreed otherwise.
42

43 **Section 35.9. Grievability/Arbitrability.**

44 Formal counseling may be grieved beginning at Step One or Step Two of the grievance
45 procedure and up to Step Three Mediation only.
46

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

3 **ARTICLE 36: EMPLOYEE ASSISTANCE PROGRAM**

4
5 The Washington State Employee Assistance Program (WA EAP) supports PEBB-
6 eligible University of Washington employees and their household members to help
7 identify and resolve personal concerns related to health, safety, and well-being. WA
8 EAP may presently be reached at eap.wa.gov or 877.313.4455. No employee's job
9 security will be placed in jeopardy as a result of seeking and following through with
10 corrective treatment, counseling or advice provided that the employee's job
11 performance meets supervisory expectations.

12 Employees can request, and Employer will consider, adjustments in schedule to allow
13 access to the services of the Employee Assistance Program.

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

16 **ARTICLE 37: LAYOFF, SENIORITY, REHIRE**

17 **Section 37.1. Layoff Procedures and Employment Options.**

18 A. Layoff. Whenever it becomes necessary for the Employer to reduce its workforce
19 due to lack of work, lack of funds, or good faith reorganization for efficiency
20 purposes, the Employer shall use the following procedure. The Employer shall
21 identify the positions to be abolished. The Employer will attempt to notify
22 impacted employees and the Union forty five (45) calendar days in advance of
23 impending layoffs, but no fewer than thirty (30) days in advance of
24 implementation. The notice will include the employee's formal employment
25 option.

26 1. The Employer shall not lay off bargaining unit employees in lieu of
27 disciplinary action.

28 2. Employees will be laid off in accordance with Article 37.1.B.

29 3. If possible, the Employer will end temporary appointments prior to
30 impacting regular positions.

31 B. When a layoff is required, the Employer may also consider the following when
32 determining which position(s) will be impacted.

- 33 ● Position specific specialized skills, duties and/or responsibilities
34 ● Employee specific specialized skills

35 When deciding between two employees using the criteria above, all other
36 things being equal, use layoff seniority described in 37.2.

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

- 6 1. A funded vacant position in the same or similar Continuum College job
7 profile in their current grade, as determined by the Employer.
- 8 2. A funded vacant position within the same or similar Continuum College job
9 profile series in a lower grade, as determined by the Employer.
- 10 3. Employees with no formal employment option will be placed on the rehire
11 list upon request. Employees who reject their formal employment option
12 can elect to be placed on the rehire list.

13 An employee who is offered a placement option will have up to three (3) working
14 days from the date of the placement option to accept the option or elect
15 placement on the rehire list. Failure to respond within the window will be treated
16 as decline and the employee will be placed on the rehire list.

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

25 D. **FTE Increase or Reduction.** An employee in a position that is not abolished but
26 is increased or reduced in FTE status and who will remain benefit eligible after
27 the reduction or increase will have the choice of staying in the reduced or
28 increased position and going on the rehire list for the position and FTE status
29 held by the employee immediately prior to the increase or reduction exercising
30 available layoff rights under Article 37.1. The employee must exercise this choice
31 within three (3) working days of the increase or reduction notice.

32 E. **Voluntary Layoff.** Appointing authorities will allow an employee in the same job
33 classification and department where layoffs will occur to volunteer to be laid off
34 provided that the employee is in a position requiring the same skills and abilities,
35 as a position subject to layoff. Any volunteer for layoff shall have no formal
36 employment options. If the appointing authority accepts the employee's voluntary
37 request for layoff, the employee will submit a non-revocable letter stating they are
38 accepting a voluntary layoff from the University. The employee can elect to be
39 placed on all applicable rehire lists.

40 **Section 37.2 Layoff Seniority.**

- 1 A. Layoff seniority is defined as the length of service in calendar days with
2 Continuum College. Service of less than full time shall be considered full time.
3 Calendar days spent on layoff shall not be included in computing, but does not
4 constitute a break in service. Permanent employees who are veterans or their
5 unmarried widows/widowers shall have added to their seniority the veteran's
6 active military service to a maximum of five (5) years credit. Time spent on
7 military duty leave, paid or unpaid, or time spent on unpaid time off to work for
8 the union in accordance with Articles 26 and Article 29 is included in seniority
9 calculation. Probationary employees are not vested with seniority credits until
10 successfully completing the probationary period.
- 11 B. Layoff Seniority shall be lost following a break in service including resignation,
12 termination for cause, failure to return from a leave of absence, expiration of
13 rehire rights.
- 14 C. Seniority groups will be considered in selecting the order of employees being laid
15 off within the layoff unit, determining eligibility for placement in vacant jobs, and
16 order of placement on the rehire list, Continuum College employees will be listed
17 in seniority categories, as follows: in calendar days 1-365, 366-730, 731-1460,
18 1461-2190, 2191 and over. Individual layoffs would occur within the lowest
19 seniority category first. Employees in the highest seniority group would be
20 considered the most senior and the employees in the lowest seniority group
21 would be considered the least senior.

22 **Section 37.3. Rehire.**

- 23 A. The Employer shall make a concerted effort to re-employ bargaining unit
24 members on the rehire list. Employees without employment options may be
25 placed on the rehire list for the same or similar job profile, as determined by the
26 Employer, from which the employee was laid off for twenty-four (24) months.
- 27 **B. Rehire Trial Period.**
28 Employees placed into vacant positions from the rehire list will serve a three (3)
29 month rehire trial period. During the rehire trial period either party may, at its sole
30 discretion and without resort to the grievance procedure, initiate return to the
31 rehire list. Time spent in a rehire trial period will not count toward the twenty-four
32 (24) month rehire list period. The three (3) month rehire trial period will be
33 adjusted to reflect any paid or unpaid leave taking during the period.
- 34 **C. Removal from Rehire List(s).**
35 Removal from the rehire list(s) will occur for any of the following circumstances:
- 36 1. If placement does not occur within twenty-four (24) months,
37 2. If the employee accepts or rejects two offers of placement from any rehire
38 list for a position with the same FTE status and pay as the position from
39 which the employee was laid off.
40 3. Employees who notify the UW they want to be removed from the rehire
41 list.

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ARTICLE 38: RESIGNATION AND ABANDONMENT

Section 38.1. Resignation.

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

Section 38.2. Presumption of Resignation/Abandonment.

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

Section 38.3.

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

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ARTICLE 39: MANDATORY SUBJECT

Section 39.1.

Existing practices not contained in this contract which have a bearing on employee wages, hours, or working conditions shall not be modified or eliminated without the Employer satisfying its collective bargaining obligations. The Employer will notify the union staff representative in writing, with a copy to the Executive Director of the Union, of these changes. The Union may request negotiations on the decision and/or impact of these changes on employees' working conditions. The Union will notify the Assistant Vice President of Labor Relations with a copy to Labor Relations (laborrel@uw.edu) of any demands to bargain. In the event the Union does not request discussions and/or negotiations within thirty (30) calendar days, the Employer may implement the changes without further discussions and/or negotiations. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer shall notify the Union as soon as possible.

Section 39.2.

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

4
5 Unless agreed otherwise, the parties will attempt to begin bargaining within thirty (30)
6 calendar days of notice. A valid request to bargain must include at least three (3)
7 available dates and times to meet. Information requests made after the request to
8 bargain will not delay the scheduling of discussion and/or negotiations.

9 **Section 39.3. Bargaining.**

10 The parties shall agree to the location and time for the discussions and/or negotiations.
11 Each party is responsible for choosing its own representatives for these activities. The
12 Union will provide the Employer with the names of its employee representatives at least
13 seven (7) calendar days in advance of the meeting date unless the meeting is
14 scheduled sooner, in which case the Union will notify the Employer as soon as possible.

15 **Release Time**

16 A. The Employer shall approve paid release time for up to three (3) employee
17 representatives who are scheduled to work during the time meetings or
18 negotiations are being conducted, provided the absence of the employee will not
19 interfere with the operating needs of the Employer. The Employer may approve
20 leave without pay for additional employee representatives provided the absence
21 of the employee will not interfere with the operating needs of the Employer. If the
22 additional employee absence is approved, the employee(s) may use personal
23 holiday, vacation time off, holiday credit, or compensatory leave instead of leave
24 without pay.

25 B. No overtime will be incurred as a result of bargaining and/or preparation for
26 bargaining

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

31 **ARTICLE 40: EXIT INTERVIEWS**

32 Exit interviews can provide valuable feedback for the Employer, specific teams, and the
33 union about what conditions drive turnover and how we can continue to build a more
34 sustainable work culture. Exit interviews are also an opportunity to evaluate the climate
35 of diversity, equity, inclusion, and belonging. The Employer will offer exit interviews to all
36 resigning or retiring employees.

37 **Section 40.1. Joint Labor Management.**

38 Upon request, the parties will discuss common trends from exit interviews at a joint
39 labor management meeting.

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ARTICLE 41: CONTRACTING

- A. The University will not contract out bargaining unit work which results in the layoff or reduced FTE status of bargaining unit employees without providing notice to the Union. The University will provide the Union thirty (30) - calendar days' notice prior to the implementation of any contract allowed under this Article.
- B. The University shall, upon request, meet and bargain with the Union over the effects of contracting on the bargaining unit. Contracting is also an appropriate agenda item for Joint Union Management Committee meetings.

ARTICLE 42: UNION ACTIVITIES, RIGHTS, AND STEWARDS

Section 42.1. Staff Representatives.

Staff representatives may access University premises to carry out representational activities. The representative shall notify local management prior to their arrival and shall not interrupt the normal operations of the institution. The staff representative may meet with bargaining unit employees in non-work areas during non-work times. It is understood that any such visits which require a meeting with an employee will be restricted to the non-working time of the employee unless otherwise authorized by management or provided for elsewhere in this Agreement, and that there will be no interference with an employee's work assignment.

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

Section 42.2. Steward Release Time.

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

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

- A. The Union shall prevail upon all employees in the bargaining unit and especially Union stewards, to make a diligent and serious attempt to resolve complaints at the lowest possible level. The Employer, likewise, shall prevail upon its

1 supervisory personnel to cooperate fully with the Union stewards and other Union
2 representatives in the speedy resolution of any grievance that may arise.

3 B. Union stewards shall primarily conduct representational duties only within their
4 designated area of jurisdiction. Stewards may represent members in another
5 jurisdiction if the steward designated for that other jurisdiction is unavailable (e.g.
6 away on approved leave), has a conflict, or if there is no steward in that area. In
7 the event that a steward is unavailable, the steward of the next geographically
8 closest designated jurisdiction will be contacted to represent the employee. The
9 number of stewards in a particular area and the jurisdiction they serve shall be an
10 appropriate subject of discussion between the Union and the Employer.

11 C. The Union agrees to submit an up-to-date list to Continuum HR and the Office of
12 Labor Relations once per month indicating the name of all Union stewards, their
13 work locations, team and designation as Lead, Chief, or Officer. In any event,
14 said list shall be submitted at least annually with changes noted as they occur.
15 Union stewards shall be recognized when Continuum HR and the Office of
16 Labor Relations is informed of their appointment. Stewards shall be assigned by
17 the union. Lead Stewards, Chief Stewards, and Local/Chapter officers shall be
18 recognized to have broader jurisdictions.

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

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

29 F. New Steward Training. Where the Union requests in advance of an investigatory
30 meeting or grievance hearing that a second steward be present to be trained or
31 to provide steward training. This release will be approved without loss of pay or
32 recorded work time subject to the operational needs of the second steward's
33 department and notification to the steward's Supervisor. Confirmation of
34 attendance must be communicated to the Supervisor and Human Resources
35 representative attending the meeting in advance of the meeting. No overtime or
36 compensatory time will be earned for participation and no steward shall attend as
37 a second steward more than once.

38 **Section 42.3. Union Business Activities.**

39 A. Employees who intend to absent themselves from work for the purpose of
40 attending and participating in Union business functions or programs, such as
41 meetings, conventions, seminars, or other authorized meetings or to work for the
42 Union on a temporary basis at the Union's request, may do so with supervisory

1 approval. The Employee may use paid or unpaid time consistent with University
2 policy, including compensatory time, holiday credit, personal holiday, accrued
3 vacation time, or unpaid time off.

4 B. The Union and/or the employee shall request leave from the Employee's
5 immediate supervisor at least two (2) weeks prior to the planned absence.

6 **Section 42.4. Use of State Facilities, Resources, and Equipment.**

7 A. Meeting Space and Facilities. The Employer's campuses and facilities may be
8 used by the Union to hold meetings subject to the University's policy and
9 availability of the space. The Employer may provide private space for stewards
10 and/or Union representatives to meet in confidence with those they represent on
11 a space available basis. Staff representatives may reserve and utilize meeting
12 rooms in accordance with University policy and procedure. Such requests will be
13 subject to availability and all applicable fees.

14 B. E-mail, Fax Machines, the Internet, and Intranets. Union delegates and members
15 may utilize state owned/operated equipment to communicate with the Union
16 and/or the Employer only for the exclusive purpose of administration of this
17 Agreement. Such use will:

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

25
26 The Union and its union delegates will not use the above referenced state
27 equipment in a manner that is prohibited by the Executive Ethics Board.
28 Communication that occurs when using state-owned equipment is the property of
29 the Employer.

30 C. Bulletin Boards and Distribution of Union Material. Upon request, space will be
31 made available to the Union on bulletin boards in those areas where bargaining
32 unit employees work or frequent, for the posting of notices and information
33 pertaining to official business of the Union. Materials posted on the Union bulletin
34 boards without the signature of a recognized Union officer or representative may
35 be removed. If digital bulletin boards become available, upon request, the parties
36 will meet to discuss possible access.

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

42 **Section 42.5. Temporary Employment with the Union.**

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

9 **Section 42.6. Information Requests.**

- 10 A. All requests for information will clearly identify what information is being sought
11 and include the reason for the request.
- 12 B. Upon written request of the Union to the Office of Labor Relations
13 (laborrel@uw.edu), the Employer will provide relevant information necessary for
14 conducting representational duties.
- 15 C. The Employer will acknowledge receipt of the information request and will
16 provide the union with a date by which the information is anticipated to be
17 provided.
- 18 D. When the Union submits a request for information that the Employer believes is
19 unclear or unreasonable, the Employer will contact the Union and the parties will
20 discuss the relevance and necessity of the request. The costs associated with
21 the request and the amount the Union may pay for receipt of the information may
22 also be discussed.

23 **ARTICLE 43: JOINT UNION MANAGEMENT COMMITTEE**

24 **Section 43.1. Committee Purpose and Membership.**

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

29
30 Committee membership for employees in the SEIU 925 Continuum College bargaining
31 unit shall consist of three (3) representatives from the Union and three (3) representatives
32 from the Employer. Additional employees may be granted release time from work to
33 attend meetings or speak to specific topics.

34
35 The Employer will discuss with representatives of the Union significant changes affecting
36 institutional conditions of employment generally affecting bargaining unit employees
37 sufficiently in advance of the targeted implementation date of said changes so that
38 reasonable alternative proposals can be adequately considered by the Joint Union-
39 Management Committee.

40

1 **Section 43.2. Meetings.**

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

5
6 At least one (1) weeks' notice shall be given to members of any agreed upon meetings
7 and the agenda. Committee meetings shall normally be held during University business
8 hours and at a mutually agreeable time and date. Employee members shall experience
9 no loss in salary for meeting participation. Time spent in meetings will be considered time
10 worked by employees. Supervisors will make accommodation so that employees can
11 attend Joint Union Management Committee meetings.

12
13 **Section 43.3. Limitations.**

14 Committee meeting topics shall be limited to subjects of group rather than individual
15 concern, and the committee shall not discuss grievances properly processes under Article
16 3 of the Agreement. Further, it is not intended that this Article obligate in any way either
17 part to negotiate on personnel matters covered in this Agreement or to alter, limit, restrict,
18 or reduce prerogatives of either party otherwise provided in this Agreement.

19
20 **Section 43.4. Team Labor Management.**

21 In an effort to resolved workplace problems collaboratively and at the lowest level, staff
22 are strongly encouraged to bring concerns about staffing and other working conditions to
23 the attention of Continuum College HR. SEIU Local 925 can request that Continuum
24 College HR and/or the Office of Labor Relations set up a Joint Labor Management
25 meeting for the involved parties. The Union can also place on the agenda of any
26 Continuum College HR and/or Labor Management meeting issues of staffing and/or other
27 working conditions in particular teams/units.

28 **ARTICLE 44: PRIVACY**

29 **Section 44.1.**

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

33 **Section 44.2.**

34 Labor Relations will notify the Union of public records requests for information received
35 by the UW Office of Public Records that directly concern and encompass SEIU 925's
36 members. Notification will be provided in order to allow for a ten (10) day protest period.

37 **ARTICLE 45: NO STRIKE/LOCKOUT**

38 The Employer and the Union acknowledge that this Agreement provides, through the
39 grievance procedure and through other administrative remedies, for an orderly

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

8
9 Should the employees engage in any unauthorized concerted action, a Joint
10 Union/Management Committee shall immediately convene and shall continue to meet
11 until the dispute is settled, and the employees involved shall immediately return to work
12 and continue working. Any employee who refuses to perform their work may be subject
13 to disciplinary action.

14
15 There will be no strike or lockout regarding any matters pertaining to the contents of this
16 Agreement.

17
18 Any action of the Employer in closing the University during a general strike, riot, or civil
19 disturbance for the protection of the institution, its property, or its employees shall not be
20 deemed a lockout.

21
22 Any action of an employee in refusing to cross, for their own personal safety, a picket
23 line at the Employer's premises in case of an officially declared strike by some other
24 employee organization or union representing employees working for the Employer shall
25 not constitute a violation of this clause of the Agreement, provided, however, that such a
26 decision shall be made freely by the employee without coercion by either the Employer
27 or the Union and provided further that nothing herein shall preclude the Employer from
28 continuing to operate the University with or without temporary replacement personnel.

29 **ARTICLE 46: SALARY OVERPAYMENT RECOVERY**

30 **Section 46.1. Salary Overpayment Recovery**

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

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

38
39 Employees may request a meeting with the Employer and an interpreter to have the
40 overpayment notification explained.

41 B. Method of Payback

1 **Section 47.2. Release Time and Fees.**

2 Subject to operational needs and management discretion, supervisors will make a good
3 faith effort to allow the use of flextime for employees who wish to take a class during
4 their regular work hours. The Employer will notify the employee of the operational needs
5 preventing the allowance of flextime. Upon request, this notification will be provided in
6 writing. The course is not required to benefit Continuum College.

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

10 **Section 47.3. Registration.**

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

13 **ARTICLE 48: PERSONAL SERVICES**

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

18 **ARTICLE 49: CONTRACT DISTRIBUTION**

19 **Section 49.1. Contract Distribution.**

20 Prior to posting on the Labor Relations website, the University will submit to the
21 Union the electronic version of the collective bargaining agreement between the
22 University of Washington and the SEIU Local 925.

23 **Section 49.2. Distribution.**

24 A. The Employer shall allow the Union to distribute paper copies through
25 campus mail as needed.

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

28 **ARTICLE 50: UNION MEMBERSHIP, DUES DEDUCTION, AND STATUS REPORTS**

29 **Section 50.1. Dues Deduction.**

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

33 A. The Union shall transmit to the Employer via a web based electronic reporting
34 system, by the cut-off date for each payroll period, the name and Employee ID

1 number of employees who have, since the previous payroll cut-off date,
2 provided authorization for deduction of dues, COPE, or have changed their
3 authorization for deduction. The Employer will provide instructions and
4 templates for the web based electronic reporting system and provide a calendar
5 of required payroll cut-off dates.
6

7 **Section 50.2. Indemnification.**

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

13 **Section 50.3. Remittance of Dues.**

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

17 **Section 50.4. Revocation.**

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

24 **Section 50.5. Listing of Employees.**

25 a. Authorized Use – All Reports
26 The information contained in the requested reports would be provided to each
27 Union for the sole and exclusive purpose of enabling the Union to fulfill their
28 representational responsibilities as the collective bargaining representative for
29 the UW employees about whom the information is requested. No personally
30 identifiable data will be published or shared by any Union, except among
31 those within each Union with a need-to-know for the purpose of enabling the
32 Union to fulfill its representational responsibilities as the collective bargaining
33 representative for the University employees about whom the data or
34 information is requested. Information provided pursuant to this Section will be
35 maintained by the Union in confidence according to the law. The Union will
36 indemnify the Employer for any violations of employee privacy committed by
37 the Union pursuant to this Section.
38

39 Each pay period UW shall provide the following union membership
40 information electronically in EXCEL format

- 41
42 A. Employee Information
43 Name
44 Home Address

1	Primary phone
2	Work phone
3	Work location (address)
4	Employee ID number
5	Personal Email
6	UW email
7	UW mailbox
8	Employment status
9	Current position effective date
10	Job classification
11	Supervisory org
12	Pay grade
13	Pay step
14	Pay rate salary
15	Hourly rate
16	Supervisor
17	Supervisor email
18	Race
19	Gender
20	DOB
21	Date of hire
22	Job title
23	Job class code
24	Shift
25	Deduction amount dues
26	Deduction amount cope
27	Total wages for the pay period
28	Total base pay for pay period
29	Total overtime pay for pay period
30	Total overtime hours per pay period
31	Total hours worked in the pay period
32	Days in the pay period
33	Premium pay and premium hours
34	Total wages year to date.
35	Pension plan enrollment (which plan)
36	Position ID
37	Medical plan enrollment (which plan)
38	Bargaining Unit
39	Total FTE
40	Anniversary date (step date)
41	Employment status (regular fulltime, regular part time, hourly, fixed
42	duration part time, fixed duration full time)
43	College/Org name
44	Full time salary or hourly rate
45	Appointment/FTE Percentage
46	Appointment status

1 Service Period
2 Earnings in last pay cycle
3 Hours worked in last pay cycle
4 FTE in last pay cycle
5 Leave of Absence effective date
6 Nature of Leave of Absence
7

8 **B. Staffing Events and Terminations**

9 Name,
10 Job classification,
11 Job classification code,
12 Department,
13 Employee id,
14 Original hire date,
15 Status change date,
16 Termination/separation date if any,
17 Reason for status change, nature of status change,
18 Reason for termination/separation
19 New hire date
20 New Hire
21

22 **Section 50.6. Privacy Rights of Union Members.**

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

28 **ARTICLE 51: MANAGEMENT RIGHTS AND RESPONSIBILITIES**

29 The Employer, through its designated management personnel or agents, has the right
30 and responsibility, except as expressly modified by this Agreement, to control, change,
31 supervise and evaluate all operations and to direct and assign work to all working
32 forces. Such rights and responsibilities shall include by way of illustration but shall not
33 be limited to: the selection and hiring, training, discipline and discharge, job profile
34 assignment, position review, layoff, promotion and demotion or transfer of employees;
35 the establishment of work schedules; the allocation of all financial and other resources;
36 the control and regulation of the use of all equipment and other property of the
37 Employer. The Employer shall determine the methods, technological means and
38 qualifications of personnel by and for which operations are to be carried out. The
39 Employer shall take whatever action as may be necessary to carry out its rights in any
40 emergency situation. The exercise or non-exercise of right retained by the University
41 shall not be construed to mean that any right is waived.

- 1 repair. Employees remain obligated to comply with all of Employer’s rules, policies,
2 practices and procedures except as designated in this article.
3
- 4 C. Employees may propose new or revised individual teleworking agreements when
5 new efficiencies, technologies, or work processes would enable the remote
6 completion of work previously performed onsite.
7
- 8 D. The Employer will provide necessary equipment for telework per University policy.
9 If the employee is required to pick up or drop off any provided equipment this shall
10 occur during paid time.
11
- 12 E. Departmental policies around teleworking will be considered appropriate subjects
13 for Joint Labor Management Meetings.
14
- 15 F. Termination of hybrid or occasional teleworking arrangements shall require no less
16 than thirty (30) business days written notice, unless it is for alleged misconduct or
17 an emergency, in which case, it may be terminated immediately, or longer as
18 included in the teleworking agreement.
19
- 20 G. For fully remote employees, termination of telework arrangements shall require no
21 less than thirty (30) business days’ notice, but the Employer will provide additional
22 notice whenever possible. Employees may request an extended transition time.
23 Telework arrangements may be terminated immediately in the case of misconduct
24 or emergency.
25
- 26 H. The Employer will provide in writing the reason(s) for the termination of any
27 teleworking arrangements.

28 **ARTICLE 54: WORKSPACE AND MATERIALS**

29 **Section 54.1.**

30 The University shall provide all workspace and materials required for the position and
31 project(s) as determined by the Employer. This may include but is not limited to:

- 32 A. Office and desk space
33 B. Access to telephone via Zoom or Teams
34 C. Storage and recording space
35 D. Office supplies
36 E. Textbooks or reading materials
37 F. Printing facilities
38

39 **Section 54.2.**

- 40 A. Materials and equipment provided or purchased by the Employer are the
41 property of the Employer. Employees are accountable for materials and
42 equipment provided to them. Employees who misuse, vandalize, lose or damage
43 Employer property may be subject to corrective action. Employees will be
44 required to return all Employer provided or purchased equipment and materials.

- 1 In those cases where an employee fails to return the provided or purchased
 2 equipment and/or materials, the Employer may deduct the depreciated value
 3 (calculated in accordance with the Washington State Administrative and
 4 Accounting Manual) of the items from the employee’s final pay.
 5 B. The Employer will repair or replace Employer provided materials and equipment
 6 required for the position if damaged or worn out beyond usefulness during the
 7 normal course of business.

8 **ARTICLE 55: DURATION**

9 This Agreement shall become effective upon ratification and remain in force through
 10 March 31, 2029; provided that if this Agreement expires while negotiations between the
 11 parties are underway for a successor Agreement, the terms and conditions of this
 12 Agreement will remain in effect for a period not to exceed one (1) year from the
 13 expiration date.
 14

15 Either party may request negotiation of a successor Agreement by notifying the other
 16 party in writing no sooner than hold for six (6) months before expiration of the contract,
 17 to negotiate a new Agreement. Should such notice be served, bargaining shall
 18 commence at a time agreed upon by the parties.

19 **APPENDIX I – JOB CLASSIFICATIONS**

20 For the most current information regarding salary ranges, please refer to the UW
 21 Compensation Plan online at: [https://hr.uw.edu/comp/represented-civil-service-exempt-
 22 staff/job-profile-list-and-specs/](https://hr.uw.edu/comp/represented-civil-service-exempt-staff/job-profile-list-and-specs/)
 23

Job Code	Job Profile	Minimum effective April 1, 2026	Maximum effective April 1, 2026
XXXXX	Continuing Education Coordinator 1	\$4,646	\$6,968
XXXXX	Continuing Education Coordinator 2	\$5,151	\$7,727
XXXXX	Continuing Education Specialist 1	\$5,176	\$7,764
XXXXX	Continuing Education Specialist 2	\$5,996	\$8,994
XXXXX	Continuing Education Specialist 3	\$6,815	\$10,223
XXXXX	Data and Policy Consultant	\$6,673	\$12,757
XXXXX	Data Infrastructure Architect	\$6,308	\$10,250
XXXXX	Financial Analyst	\$6,308	\$10,250
XXXXX	Graphic Designer 1	\$5,040	\$7,560
XXXXX	Graphic Designer 2	\$5,834	\$8,752
XXXXX	Instructional Design Specialist 1	\$5,176	\$7,764
XXXXX	Instructional Design Specialist 2	\$5,996	\$8,994
XXXXX	Market Research Analyst	\$4,736	\$10,031
XXXXX	Program Operations - Assistant Director	\$5,946	\$8,920

XXXXX	Program Operations - Associate Director	\$6,654	\$9,980
XXXXX	Project Manager 1	\$5,151	\$7,727
XXXXX	Project Manager 2	\$5,151	\$7,727
XXXXX	Public Information Specialist 1	\$5,065	\$7,597
XXXXX	Public Information Specialist 2	\$5,822	\$8,734
XXXXX	Strategic Partnership Specialist	\$6,914	\$10,372
XXXXX	Student Services Specialist 1	\$4,506	\$6,760
XXXXX	Student Services Specialist 2	\$5,176	\$7,764
XXXXX	Technology Operations Manager	\$6,308	\$10,250
XXXXX	Technology Platform Specialist	\$6,308	\$10,250
XXXXX	Technology Project Manager	\$7,332	\$11,915
XXXXX	Video Production Specialist 1	\$5,040	\$7,560
XXXXX	Video Production Specialist 2	\$5,834	\$8,752
XXXXX	Web Computing Specialist 1	\$6,334	\$10,293
XXXXX	Web Computing Specialist 2	\$7,258	\$11,794

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925, CONTINUUM
COLLEGE BARGAINING UNIT
MOU: PROFESSIONAL STAFF TEMPORARY EMPLOYEE**

The parties agreed to the following regarding Professional Staff Temporary Employees:

If a Professional Staff Temporary Employee works at least 350 hours in the same position and is employed in that same position for at least twelve (12) consecutive months, the Employer will convert the position to a regular appointment and include it in the bargaining if applicable per Article 12 Classification and Reclassification, Section 3 Job Profile Changes.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925, CONTINUUM
COLLEGE BARGAINING UNIT**

MOU: ADDITIONAL BASE PAY INCREASE

During negotiations, the parties reached agreement on the following regarding an additional base pay increase:

- A. Effective within ninety (90) days of ratification, on the first available pay period as determined by the Employer, the Employer will provide a base pay increase of three percent (3%) to employees who:
 - 1) Were hired into this bargaining unit prior to April 1, 2024, AND
 - 2) Received no permanent salary increase throughout the entire period of April 1, 2024, through the date of ratification, AND
 - 3) Are in an active position, with a UW compensation plan, in this bargaining unit on the date of ratification.
- B. Effective April 1, 2027, all members of the bargaining unit will receive a one percent (1%) base pay increase.
- C. Effective April 1, 2028, all members of the bargaining unit will receive a one percent (1%) base pay increase.
- D. When an across-the-board increase coincides with the effective date of a promotion or reclassification date and/or a market or range adjustment, the across-the-board increase will be applied first.

This MOU will expire upon implementation.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925, CONTINUUM
COLLEGE BARGAINING UNIT**

MOU: ACCESSIBILITY AND BELONGING

The parties affirm their shared commitment to fostering a workplace culture of accessibility, belonging, fairness, and respect. The Employer recognizes the importance of these values to a healthy, inclusive, and welcoming work environment, and supports efforts that advance them, consistent with applicable law and University policy.

This MOU will expire upon implementation.

SIDE LETTER: ARTIFICIAL INTELLIGENCE

The parties agree that Artificial Intelligence (AI) presents significant opportunities and should be considered for use to accelerate the strategic, financial and operational goals

1 of Continuum College and the university. Any use of AI tools must be responsible,
2 compliant (with relevant laws, regulations, and policy), ethical, and balance potential
3 benefit with potential risks. For UW work, employees will use UW-approved AI tools.
4 The use of AI is an appropriate agenda item for a Joint Labor Management meeting.

5 This side letter expires March 30, 2029.

6 **SIDE LETTER: CODE OF PROFESSIONAL CONDUCT**

7 The Employer is developing an Executive Order (EO) on professional conduct- working
8 title Code of Professional Conduct. The parties agree that if the Employer implements
9 the executive order, the Employer will satisfy its collective bargaining obligations by
10 providing the Union notice and opportunity to bargain.

11

12 **SIDE LETTER: FINANCIAL COMMUNICATIONS AND TRANSPARENCY**

13

14 The Employer will continue to publish a monthly report available to all employees during
15 the academic year. The goal of providing the monthly snapshots is to allow employees
16 insight into how the Employer's budget and finance actuals are tracking.

17 Annually, the Employer will discuss with and/or provide employees an annual recap that
18 includes information on revenue, external funding sources, and spending across
19 departments.

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SIGNATORIES

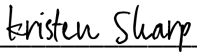
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The parties, by their signatures below, accept and agree to the terms and conditions of this collective bargaining agreement.

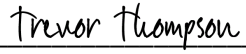
Executed ____ day of _____, 2026

SEIU 925 Continuum College:

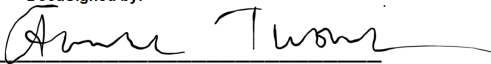
University of Washington:

Signed by:


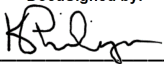
Kristen Sharp
Negotiator SEIU 925

DocuSigned by:


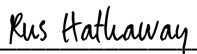
Trevor Thompson
Labor Relations Negotiator

DocuSigned by:


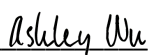
Anne Tuominen

DocuSigned by:


Kristin Philips

DocuSigned by:


Rus Hathaway

Signed by:


Ashley Wu