

University of Washington Human Resources

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# UAW Academic Student Employees (ASEs) contract

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## UAW Local 4121 (Effective upon ratification – 4/30/2024)

### Preamble

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

### Article 1 – Purpose and Intent

**Section 1.** It is the purpose of this Agreement to provide for the wages, hours and terms and conditions of employment of the employees covered by this Agreement, to recognize the continuing joint responsibility of the parties to provide efficient and uninterrupted services and satisfactory employee conduct to the public, and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences between employees and the Employer.

**Section 2.** The University will not engage in any activity or enter an agreement or otherwise discuss with any other group or individual for the purpose or effect of undermining the Union as the representative of individuals in the unit. The parties recognize the importance of the shared governance practices developed at the University of Washington. The parties do not intend to restrict, limit, or prohibit the exercise of the functions of the faculty councils, and the

Handbook of the University of Washington; nor do the parties intend to restrict, limit, or prohibit the exercise of the functions of the Graduate and Professional Student Senate, the Associated Students of the University of Washington, or any other student organization in matters not covered by this Agreement.

**Section 3.** If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of this Agreement, in any respect, any such changes shall be effective only if reduced to writing and executed by the authorized representatives of the University and the International Union, UAW and its Local Union.

**Section 4.** The University will not enter into any agreement with employees in the unit for the purpose of undermining the Union in its role as the representative of unit employees. No individual or group of individuals acting independently of the authorized representatives of the University or the International Union and its Local Union may alter, amend, or modify any provisions of this Agreement.

### **Section 5. Transitioned Maintenance of Benefits.**

- A. All material benefits to employees attributable to the ASE positions and which are set forth in written University policy existing as of the date of the Agreement shall be continued unless involving a subject covered by the terms of this Agreement.
- B. Any prior benefit not the subject of a written University policy shall be treated as written if such prior benefit has been:
  - 1. a consistent and ascertainable course of conduct;
  - 2. engaged in for some reasonable length of time;
  - 3. of which both parties (the University and the Union) are aware;
  - 4. which does not alter the written terms of this Agreement or otherwise restrict the rights of the University under this Agreement;
  - 5. which is in respect to a given set of specific circumstances and conditions; and
  - 6. involves a group of employees in a department or hiring unit.
- C. The burden is on the Union to establish a maintained benefit as described above.

## **Article 2 – Recognition**

In accordance with PERC Case No. 16288-E-02-2699, PERC Decisions 8315-PECB and 8315-B, and RCW 41.56.203, the University of Washington hereby recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union as exclusive bargaining representative for all regular part-time student employees included in the bargaining unit.

## **Article 3 – Definitions**

**Section 1.** The term “ASE” (Academic Student Employee) shall mean employees covered by this Agreement.

**Section 2.** The term “Salaried ASE” shall mean an ASE who is appointed on a percentage FTE basis. Appointment percentages may vary, but are normally fifty percent (50%) for at least one academic quarter.

**Section 3.** The term “Hourly ASE” shall mean an ASE who is engaged in projects or assignments for the University on an hourly basis.

**Section 4.** The term “Academic Year” shall mean the Autumn, Winter, and Spring quarters according to the University calendar.

## **Article 4 – Appointment and Reappointment Notification and Job Description**

**Section 1.** When sufficient funding is available, offers of 50% FTE appointment and reappointment for positions that are not open hire will be for one academic year (Autumn, Winter, and Spring) or longer. It is recognized that differences in course load between academic quarters and the need to spread available support among students (e.g., three students get two quarters) are among legitimate reasons for offering less than a full academic year of support. An ASE has the right to be released from any quarter(s) of an appointment provided that the ASE gives at least 30 days notice prior to the beginning of the quarter and the nature of the job duties does not require continuity of service by the ASE.

**Section 2.** The University shall provide a written letter or email offering an individual an appointment or reappointment.

- A. Incoming students shall be notified of their appointments no later than April 1st, and will have until April 15th to respond to the offer.
- B. Continuing students whose appointments begin in Autumn Quarter shall be notified of their appointments no later than June 1st and will have two weeks to respond to the offer, except in exceptional situations as outlined in Section 3.
- C. Students whose appointments begin in any other quarter shall be notified at least 30 days prior to the beginning of the work assignment and will have one week to respond to the offer, except in exceptional situations as outlined in Section 3.

**Section 3.** Exceptional situations, for purposes of this Article, are those situations in which the appointment cannot be filled by the notification deadline, or those situations in which an appointment has been filled but vacated due to an unforeseeable circumstance. The parties recognize that the need for hourly employees may not be consistent with the above schedule.

In exceptional situations, students will be notified of their appointments as soon as practicable. These situations shall not result in a reduction in the compensation of a reassigned ASE's accepted appointment, as provided in Article 16 (Layoff) in this Agreement.

**Section 4.** Applicants who are not initially offered appointment or reappointment, but who are placed on an alternate list, will be provided a written notice of their status as alternate candidates in accordance with the notification deadlines in Section 2.

**Section 5.** The letter offering appointment will include the following information:

- Appointment title (if known)
- Appointment % FTE (when applicable) or expected hours for hourly employees
- Effective dates and duration of appointment (when applicable)
- Hiring unit
- Hiring unit contact
- A summary of the nature of required duties
- Salary/wages
- Health and other applicable benefits
- UW Benefits Office and LifeWise contact Information
- Costs of tuition or fees that are required as a condition of employment, if any
- Tuition and fee waiver or exemption information
- Response requirements, if any
- A statement that the position is covered by this collective bargaining agreement
- The current collective bargaining contract website address
- The University shall include in all ASE appointment letters a link to the Union's website.

**Section 6. Job Description.** At least three weeks prior to the commencement of each quarter, the University shall provide ASEs with documentation that will set forth the specific duties of the appointment for that quarter, including assigned course, lab, or research project (if applicable), the faculty member or supervisor to whom the ASE will report, procedures used for evaluation (if any), course meeting times and location (if applicable), the maximum number of students for which the ASE will be responsible (if applicable), office hours (if applicable), training programs (if applicable), work location, the curricular purpose of the assignment (if applicable), and a statement encouraging ASEs and supervisors to discuss time estimates for the specific duties of the assignment. In the case of an ASE whose job description is not expected to change for at least a year, the documentation may be provided once at the beginning of the appointment, and thereafter when duties change. In exceptional situations, ASEs will be given a job description (or changes to a job description) as soon as practicable, but no later than the first day of the work assignment or reassignment.

## Article 5 – Childcare

**Section 1.** ASEs will continue to be eligible to apply for the Childcare Assistance Program, which provides eligible student parents with direct financial assistance to cover basic childcare costs.

**Section 2.** If the University has an active contract for Backup and Sick Childcare Services, qualifying ASEs shall be eligible to participate.

**Section 3.** An ASE representative, with preference given to student parents, will be appointed annually to the Childcare Advisory Committee to further the goal of improving access to affordable on-site childcare for ASEs and to address equity in eligibility for the Childcare Assistance Program.

#### **Section 4.**

- A. Effective Fall Quarter 2021, all eligible ASEs shall receive up to \$1350 per quarter for childcare expenses incurred during the ASE's appointment period. The University agrees to commit no more than \$70,200 per year for the purpose of ASE childcare expenses.
- B. Effective Fall Quarter 2022, all eligible ASEs shall receive up to \$1350 per quarter for childcare expenses incurred during the ASE's appointment period. The University agrees to commit no more than \$70,200 per year for the purpose of ASE childcare expenses.
- C. Effective Fall Quarter 2023, all eligible ASEs shall receive up to \$1350 per quarter for childcare expenses incurred during the ASE's appointment period. The University agrees to commit no more than \$70,200 per year for the purpose of ASE childcare expenses.
- D. An ASE is considered eligible if they have one or more dependents and have not received an award from the UW Child Care Assistance Program.
- E. The parties shall maintain the currently agreed upon system for application, decision and notification of awards, and any changes shall be agreed to by both parties.

**Section 5.** At the request of either party, the Union and the University will continue to meet and discuss, through the Union-Management Committee or through other means, childcare-related improvements for ASE parents.

## **Article 6 – Discipline or Dismissal**

**Section 1.** ASEs shall only be subject to discipline or dismissal for just cause.

**Section 2.** It is recognized that ASE appointments cease at the end of a designated period, and the cessation of such an appointment is not subject to the just cause requirement. Discipline or dismissal as used in this Article refers to actions taken involving job related misconduct or job related poor/non-performance and does not include any action based on academic performance. No decision made by the University concerning academic discipline or dismissal of a student are subject to this Agreement.

**Section 3.** In the event disciplinary action will not result in a suspension or dismissal, the ASE and the union shall be provided with a copy of the disciplinary action. The ASE may request a conference with a Union representative and the supervisor to discuss the discipline prior to the disciplinary action being placed in the ASE's file, but not later than fourteen (14) days from the receipt of the copy of the disciplinary action.

**Section 4.** In the event that suspension or dismissal of an ASE is contemplated, the University shall:

1. Notify the ASE and the union in writing of the contemplated action. The notice shall include a statement of reasons for the contemplated action, which shall include the nature of the alleged violation, the level of discipline contemplated, notice of a right to a conference, and notice of the right to Union representation. Upon request, the ASE shall be entitled to any materials (such as an investigative report) that have been prepared, although confidential information and witness statements may be withheld; and
2. Offer a disciplinary conference to be held with the Department Chair (or designee) or Hiring Unit Director (or designee) at least three (3) business days after the written notice.

**Section 5.** The ASE shall be entitled to Union representation at the conference, at which the Union representative shall be afforded the opportunity to speak on behalf of the employee and shall otherwise be entitled to represent the employee.

**Section 6.** During the conference, the ASE shall be apprised of the charges and shall have an opportunity to respond to the charges.

**Section 7.** An ASE who is disciplined or discharged shall be entitled to file a grievance at the second step of the grievance procedure. The ASE shall have fourteen (14) calendar days from the date of the action to file a grievance.

**Section 8.** The Union shall be promptly notified in writing of any disciplinary action taken against an ASE.

**Section 9.** Administrative Leave:

- A. The University may place an ASE on paid administrative leave without prior notice, in order to investigate allegations of misconduct or dereliction of duty which, in the judgment of the University, warrant immediately relieving the ASE from all work duties and/or require removing the ASE from the premises.
- B. The Union will be promptly notified of when an ASE is placed on paid administrative leave.
- C. Paid administrative leave is not discipline.
- D. At the conclusion of an investigation of an ASE placed on administrative leave, where the Employer elects not to take disciplinary action, the ASE will be provided with a notification that the investigation is completed and that no discipline will be imposed.

- E. If no disciplinary action is taken, no record of administrative leave will be placed in the ASE's personnel file.

## Article 7 – Fee and Tuition Waivers

**Section 1.** ASEs with a 50% FTE appointment will receive a waiver for the operating fee, building fee and technology fee. Except as otherwise provided in this Article, tuition and fee waivers for ASEs with a 50% FTE appointment will be maintained at their current rates/level.

**Section 2.** In the event there is a new fee imposed by the Students, the Union will be given notice and the opportunity to bargain over the impacts.

## Article 8 – Grievance Procedure

**Section 1.** The parties recognize that disputes may occasionally arise concerning the terms and conditions of this Agreement and such disputes shall be resolved through this grievance procedure.

**Section 2.** A grievance is a claim by an employee or group of employees covered by this Agreement, or by the Union, that the University has violated a specific provision of this Agreement.

Contents — The written grievance shall include the following information:

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

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

#### **Section 4.**

**Step One** — Step One is optional, grievances may be filed and immediately proceed to Step Two. A grievance must be filed in writing by the Union in the Office of the Department Chair, with a copy to the Assistant Vice President of Labor Relations. For grievances involving Hourly ASEs that are not working in a Department, the grievance shall be filed with their hiring unit director (such as the manager of the tutoring center they work at, etc.). The grievance shall state the pertinent facts of the case with reasonable particularity, including the section(s) of the Agreement allegedly violated, and the remedy or desired outcome that is sought. The date of filing is the date the grievance is received at the Office.

The grievance must be filed within twenty-one (21) calendar days from the occurrence of the events giving rise to the grievance, or from the time at which the aggrieved individual should reasonably have become aware of the grievance. The Chair (or designee) or hiring unit director (or designee) shall meet with the grievant and the Union within fourteen (14) calendar days of receiving the grievance. The Chair (or designee) or hiring unit director (or designee) shall issue a written response to the grievance within seven (7) calendar days of the meeting.

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

**Step Two** — If the Union bypasses Step One or is not satisfied with the Step One response, it may appeal in writing within seven (7) calendar days after receipt of the Step One decision or in the case where Step One is bypassed, within twenty-one (21) calendar days from the occurrence of the events giving rise to the grievance, or from the time at which the aggrieved individual should reasonably have become aware of the grievance. The Step 2 appeal shall be made to the Dean of the Graduate School, with a copy sent to the Assistant Vice President of Labor Relations. The Union recognizes that the Dean may choose to designate other appropriate University personnel to act as the University's representative for purposes of this Step 2. The Dean (or designee) and the Assistant Vice President of Labor Relations (or designee) shall meet with the Union and grievant within fourteen (14) calendar days of receiving the Step 2 appeal, and issue a written response to the grievance within seven (7) calendar days of the meeting. The requirement of a meeting may be waived by mutual agreement.

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



### Step Three — Arbitration

1. In the event the parties are unable to resolve the grievance in Step 2, the matter may be appealed to an impartial arbitrator for resolution within fourteen (14) calendar days of receiving the Step 2 decision. The submission of the matter to arbitration shall be provided to the Assistant Vice President of Labor Relations, and shall state the issue to be arbitrated, and the remedy that is sought.
2. Selection of an arbitrator.
  - a. The parties agree to mutually select a panel of five (5) arbitrators who will preside over complaints appealed to arbitration.
  - b. In the event the parties are unable to mutually select a panel, the parties shall request a panel of Academy qualified arbitrators from Washington or Oregon from the American Arbitration Association.
  - c. Either party may request that a panel member be removed provided a 30-day notice is given to the other party.
  - d. Grievances appealed to arbitration shall be rotated between the panel members, except that, in the event scheduling problems exist, either party may request that the panel member next scheduled may be passed over.
3. Arbitration hearings shall be scheduled within 60 days of the appeal to arbitration whenever possible.
4. The arbitrator shall conduct a hearing in accordance with the rules of the American Arbitration Association. The arbitrator shall render a decision on the grievance within 30 days of the close of the hearing.
5. The decision of the arbitrator shall be binding on all parties.
6. The expenses and fees of the arbitrator shall be shared equally by the Union and the University.
7. The parties agree that the arbitrator shall not have the power or jurisdiction to render a decision that adds to, subtracts from, alters, amends or modifies in any way the terms and conditions of Agreement. The arbitrator shall have no jurisdiction or authority to substitute their judgment for any academic judgment made by the University.
8. In disciplinary cases, the remedy available to the arbitrator shall not exceed making the employee whole for the remainder of the individual's appointment period.
9. Each party shall bear its own fees and expenses in presenting its case, including the costs of legal representation.

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

- I. Arbitration Hearings will be scheduled for every August, November, February, and May.
- II. It is the intention of the parties that any grievances appealed to arbitration at least ninety (90) days prior to the date of a regularly scheduled arbitration hearing be heard by the arbitrator at that hearing.

- III. Forty-five (45) days prior to the arbitration hearing, the parties will mutually agree upon the cases to be heard. Unless agreed to by the parties, no case shall be deferred more than one regularly scheduled arbitration date.
- IV. By mutual agreement, the parties may expedite the proceedings.
- V. Any and all fees due to the arbitrator, including those for the cancelation and/or rescheduling or any arbitration, will be split by both parties regardless of fault.

**Section 5. Time Limits.** Failure to file or appeal a grievance within the specified time periods shall constitute a waiver of the grievance, and the matter shall be deemed resolved. By mutual written agreement, the parties may extend any and all time limits.

**Section 6.** The failure by the Employer to give a decision within the prescribed time limits under this Article shall permit the Union to proceed with the appeal to the next level. Notwithstanding this process, the Employer fully accepts its good faith obligation to process grievances, confer with grievant(s) and UAW representatives, and issue written decisions in accordance with the procedure described above.

## Article 9 – Health and Safety

**Section 1.** In compliance with campus health and safety policies and procedures, the University shall make reasonable efforts to maintain in safe working condition the workplace and equipment required to carry out assigned duties.

**Section 2.** The University shall provide first aid kits, information, and training for all ASEs in workplaces that involve the use of or exposure to hazardous materials or who work in a hazardous environment.

**Section 3.** ASEs shall not be required to work in conditions that pose an imminent threat to health and safety. All work by an ASE shall be performed in conformity with applicable safety standards. Should an ASE become aware of a condition they believe is unhealthy or dangerous, they shall immediately report the condition to a supervisor and/or the Environmental Health and Safety Department.

**Section 4.** The University shall supply and maintain all equipment, tools, and materials needed to carry out job duties safely.

**Section 5.** The University shall make reasonable effort to provide and maintain safe buildings and facilities. The University shall assess the hazards to which ASEs are exposed and provide appropriate personal protective equipment, including protective safety glasses where necessary.

**Section 6.** The University shall make available training to all ASEs in first aid, CPR, use of fire extinguishers, and disaster preparedness.

**Section 7.** The University will provide as much advance notice as possible to ASEs likely to be affected by an asbestos removal project.

**Section 8.** The University shall provide the Union with a position on the University-wide health and safety committee. The Union-Management Committee shall also be empowered to discuss health and safety issues.

**Section 9.** For ASEs with a disability, the University will provide job related furniture and equipment that would constitute a reasonable accommodation for the disability.

## Article 10 – Holidays

**Section 1.** ASEs shall not be required to work on the following holidays which occur during the term of their appointment, except as provided in Section 4 of this Article.

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth (June 19<sup>th</sup>)
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Native American Heritage Day
- Christmas Day
- Any other UW established holidays

These holidays will be observed on the date designated by the University for the University community.

**Section 2.** ASEs employed 50% FTE for three or more quarters during the 12-month period starting September 16th shall be entitled to one personal holiday during that 12-month period. Personal holidays must be requested in advance and require that the ASE find an acceptable substitute for scheduled work activities, if any. Personal holidays will be requested per departmental policy and all holidays will be recorded and tracked in Workday effective September 16, 2022.

**Section 3.** The University recognizes that there are religious holidays that are not currently UW holidays. The University shall make every good faith effort to accommodate an ASE who wishes to observe other recognized religious holidays.

**Section 4.** Any ASE required by the University to work on a University holiday may arrange with the appropriate supervisor for a mutually agreeable alternative within the same quarter.

## **Article 11 – Hourly Pay Scale Transparency**

**Section 1.** The University shall post all hourly pay rates on department or hiring unit websites.

## **Article 12 – Intellectual Property and Scholarly Misconduct**

**Section 1.** Executive Order No. 36 (“Patent, Invention and Copyright Policy”) shall be incorporated into this Agreement in its entirety.

**Section 2.** Executive Order No. 61 (“Scientific and Scholarly Misconduct”) shall be incorporated into this Agreement in its entirety.

**Section 3.** The Union and the University shall work together to develop a plain language summary of these policies to be distributed to ASEs at every applicable orientation.

**Section 4.** ASEs may, at their option, request the Union to advise and assist them in the processes outlined in these policies.

**Section 5.** The University retains the right to amend, change or alter these policies at any time. The University will notify the Union of any substantive changes.

**Section 6.** The parties agree that the only time the Grievance Procedure of this Agreement will apply to these policies is in the event of dismissal or discipline of an ASE as a result of these policies.

**Section 7.** The Union Management Committee shall be empowered to discuss intellectual property.

## **Article 13 – Insurance Programs**

**Section 1.** The current Graduate Appointee Insurance Plan (GAIP) shall be continued with the following conditions:

- A. Both parties agree that the medical, dental and vision benefits will be based on the plan design as attached in Appendix 1. GAIP shall utilize the provider network(s) available through the selected insurer. The University shall not request that the insurer create any custom network(s).
- B. The University will provide the Union with utilization reports as they become available. During the annual renewal period in March, the University will provide the Union with access to relevant information including an annual review of the plan, experience

summary reports, plan census information, and trend information relating to GAIP.

Pertinent information shall not include proprietary data or formulas and such information is not relevant or necessary.

1. Unforeseen changes to federal and state law or direction from regulators may necessitate modifications to the GAIP plan in order to ensure legal compliance. The University agrees to provide notice to the Union when changes are necessary and to comply with applicable bargaining obligations, after which, the University will follow any changes mandated by regulators as required under federal or state law.
- C. The parties will meet in December and June of each year to discuss the status of GAIP. At the December meeting, the parties will discuss whether to automatically renew the GAIP plan or initiate a Request for Proposals (RFP). The final determination will be made by the University. If the University initiates an RFP to determine the GAIP plan insurer, the University will begin work immediately, with input from the Union. The University will provide the Union with the renewal plan documents and related filings with the Washington State OIC.
- D. The University may automatically renew the GAIP plan annually if the plan benefits identified in Appendix 1 do not change.

**Section 2. Joint Health Care Committee.** A Joint Employer-UAW Health Care Committee shall be continued to discuss quality, administrative, and service matters pertaining to GAIP. The Joint Health Care Committee (JHCC) will be comprised of appropriate representatives of both the UAW and the University with other specialists to be invited as required to conduct JHCC business. The JHCC will meet at least once per year and can meet as necessary by mutual agreement of the parties.

**Section 3.** Both the University and the Union will designate a contact to communicate with and cooperate in assisting in the prompt resolution of identified challenges. However, this does not supersede the GAIP plan document rules. Both the Union and the University will maintain issue-tracking logs, which will be shared periodically. Both parties will remain mindful of HIPAA obligations.

**Section 4.** Each pay period except for the final pay period of each quarter, the University will provide the Union with the UW GAIP eligibility files. The University will also provide the Union with the UW preliminary file, which is generated once per year for the upcoming plan year (Oct 1 – Sept 30). ASE Social Security numbers will be removed from the file prior to the file being sent to the Union.

## Article 14 – Job Posting

**Section 1.** The University shall post information on a university jobs website such as UW Hires, Husky Jobs or GFIS regarding open hire ASE positions. Open hire positions are those positions not used to fulfill a commitment of support made to a student, either (a) at the time of

admission or (b) under an existing advising relationship with a faculty member(s). The University shall notify the Union of any such address of the website within 30 days of ratification of this Agreement.

**Section 2.** Open hire positions may be announced to all eligible applicants within a Department or Hiring Unit without being posted to a University website. The application deadline for Departmental or Hiring Unit postings shall be one week, except in emergency situations. If the position is not filled after two weeks, it shall be posted to a University website.

**Section 3.** Application deadlines for positions posted to a University website shall be two weeks after jobs are posted, except in emergency situations. Notification shall take place for appointments not more than two weeks after applications are due.

**Section 4.** All postings or re-postings shall contain the following information:

- A. An employment non-discrimination statement.
- B. Classification and job descriptions.
- C. Procedures regarding the application and re-application process including the name and location of the office where inquiries and applications may be made.
- D. Hiring criteria.
- E. Job requirements and qualifications.
- F. Deadlines for application, acceptance and notification.

**Section 5.** The determination of job requirements and qualifications shall be made by the University. Once the University has determined the hiring criteria, they shall not be modified to be more restrictive within the same hiring period.

**Section 6.** Re-posted positions shall remain posted at a University website for no less than one week. The application deadline shall be no less than one week from the time of re-posting.

**Section 7.** For the purpose of this Article an emergency situation is one in which the beginning of the appointment period must begin less than a week after the position is posted.

## Article 15 – Job Titles and Classifications

**Section 1.** Effective Autumn Quarter 2004, ASEs will be placed into titles and pay classifications based on the nature of job duties and qualifications as follows:

Title/Pay Classification	Occupation		Job Duties	Standard Qualifications
	Code	Salary		
Reader/Grader	10886	Hourly Range	Non-teaching/research academic assistance	Undergraduate or Graduate Student

<b>Title/Pay Classification</b>	<b>Occupation Code</b>	<b>Salary</b>	<b>Job Duties</b>	<b>Standard Qualifications</b>
Tutor	10887	Hourly Range	Tutoring	Undergraduate or Graduate Student
UG Teaching Assistant	10868	Hourly Range	Assist in teaching	Undergraduate Student
UG Research Assistant	10869	Hourly Range	Assist in research	Undergraduate Student
Stipend Grad Trainee C	10859	Stipend per Grant	Research	Graduate
Teaching Assistant	10817	Base	Teaching	Premaster
Predoctoral Teaching Associate I	10817	Base + 7.5%	Teaching	Postmaster or equivalent
Predoctoral Teaching Associate II	10817	PDTA I + 7.5%	Teaching	Candidate
Predoctoral Instructor	10804	PDTA II Minimum	Teaching own class	Premasters, postmaster or Candidate
Research Assistant	10847	Base	Research	Premaster
Predoctoral Research Associate I	10847	Base + 7.5%	Research	Postmaster or equivalent
Predoctoral Research Associate II	10847	PDRA I + 7.5%	Research	Candidate
Staff Assistant	10857	Base	Non-teaching/research academic assistance	Premaster
Predoctoral Staff Associate I	10857	Base + 7.5%	Non-teaching/research academic assistance	Postmaster or equivalent
Predoctoral Staff Associate II	10857	PDRA I + 7.5%	Non-teaching/research academic assistance	Candidate
<b>Summer Only</b> Graduate Research Student Assistant	10854	Hourly Rate based on equivalent %FTE Rate*	Research	Graduate

\*The GRSA Rate shall be calculated by multiplying the monthly salary for a %FTE Research Assistant by three and then dividing the product by 220.

**Section 2.** ASEs shall be appointed to the highest title and pay classifications for which they are eligible based on job duties, degree standing and experience, as described in Section 1. ASEs may be appointed to a higher title and pay classification at the discretion of the Department or Hiring Unit. In making promotional decisions, Departments and Hiring Units are encouraged to take an ASE's job experience and performance into account as well as degree standing.

**Section 3.** ASEs who meet the standard qualifications described above and who are assigned to teach their own courses shall be classified for that quarter in the Pre-doctoral Instructor title and pay classification.

**Section 4.** Variable rates are those established at or above PDTAII/PDRAII/PDSAII levels. Nothing in this Agreement is intended to limit the University's right to add new variable rates in all pay classifications or to change existing variable rates.

**Section 5.** No modifications or deletions shall be made to the bargaining unit pay classifications and job titles in Section 1 unless they are agreed to by both parties.

**Section 6.** The parties recognize that certain funding agencies do not allow tuition to be charged to the agency grant or contract. In such cases, the University may compensate the ASE at a pay rate equal to the appropriate salary level plus the operating fee portion of tuition. The ASE will be responsible for payment of tuition to the University.

## Article 16 – Layoff

**Section 1.** If an individual accepts appointment to an ASE position for one or more quarters in an academic year and the position offered is eliminated or reduced for some reason other than an emergency layoff, the University shall notify the affected individual and the Union one month in advance or as soon as practicable. Furthermore, the University will ensure that the individual:

- A. Is given an appointment in a bargaining unit classification and will be paid equivalent compensation to that of the original appointed position, or
- B. Receives equivalent compensation in lieu of the position for the term of the appointment. For Hourly ASEs with an appointment period, equivalent compensation shall be for the number of hours in the appointment that were not completed. If the number of uncompleted hours for an Hourly ASE cannot be determined from the letter offering appointment or other correspondence, the ASE and the Department or Hiring Unit shall mutually agree upon the number of uncompleted hours based on the typical workload of appointees doing the same kind of work assignment.

For purposes of this Article, the term appointment refers to the commitment made to the ASE in the appointment letter.



**Section 2.** An emergency layoff is the suspension of an appointment to which an ASE is assigned or is working due to acts of nature or financial emergency.

**Section 3.** An ASE that has been released from one or more quarters of the appointment (consistent with Section 1 of Article 4) does not forfeit the provisions of this Article for any remaining quarters.

## Article 17 – Leaves of Absence

**Section 1. Medical Leave/Family Leave/Childbirth/Adoption.** The University will grant an ASE's reasonable request for leave of absence for appropriate duration due to:

- A. personal illness and/or disability;
- B. care of a family member as defined below in Section 2, childbirth, or adoption;
- C. bereavement due to the death of a family member as defined in Section 2.
- D. family member's military deployment or service-related injury.

Appropriate documentation may be required for leaves under Section 1 (A) (B) (C) and (D).

**Section 2. Definition of Family Member.** Family member is defined as the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sibling. Family member also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent and grandparent. "Child" also includes a child of a legal guardian or de facto parent, regardless of age or dependency status and those to whom the employee is "in loco parentis" or "de facto" parent as well as a child of a legal guardian or de facto parent. Parent and Parent in-law also includes de facto parent foster parent, stepparent, or legal guardian.

### **Section 3. Sick Time Off Usages and Accruals for Salaried ASEs.**

1. Sick Time Off Use: Sick time off shall be allowed an employee under the following conditions. The Employer will not require verification for absences of less than 3 consecutive work days. Such verification or proof may be given to the supervisor/manager or Human Resources according to departmental policy.
  - a. Because of and during illness, disability or injury which has incapacitated the employee from performing required duties.
  - b. 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.
  - c. Because of a health condition of a family member that requires treatment or supervision or that requires the presence of the employee to make arrangements for extended care. The Employer may authorize sick leave use as provided in this

subsection for other than family members. The applicability of "emergency," "necessary care" and "extended care" shall be made by the Employer.

- d. To provide emergency child care for the employee's child.
- e. Because of a family member's death that requires the assistance of the employee in making arrangements for interment of the deceased.
- f. For personal medical, dental, or optical appointments or for family members' appointments when the presence of the employee is required, if arranged in advance with the employing official or designee.
- g. When the employee's workplace has been closed by a public official for any health related reason.
- h. When the employee's child's school or place of care has been closed by a public official for any health related reason.
- i. For reasons related to domestic violence, sexual assault or stalking that affect the employee, the employee's family member or a person with whom the employee has a dating relationship.
- j. For condolence or bereavement.

2. Sick time off award:

- a. A salaried ASE whose appointment is 50% FTE for the academic year or longer will receive twenty-eight (28) hours of paid sick time off per year awarded annually at the start of each annual appointment period. An eligible ASE will be awarded sick time off on the effective date of the appointment.
- b. A salaried ASE whose appointment is greater than 50% FTE for the academic year or longer will receive a prorated award of paid sick time off per year awarded annually at the start of each annual appointment period based on that FTE. An eligible ASE will be awarded sick time off on the effective date of the appointment.
- c. A salaried ASE whose appointment is 50% FTE for less than the academic year will receive a prorated award of paid sick time off based on that FTE. An eligible ASE will be awarded sick time off on the effective date of the appointment.
- d. A salaried ASE whose appointment is greater or less than 50% FTE for any duration during an academic year will receive a prorated award of paid sick time off based on that FTE. An eligible ASE will be awarded sick time off on the effective date of the appointment.

3. Sick time off availability and usage: Once awarded, sick time off is available for use immediately. All sick time off requests must be submitted according to departmental policy and effective September 16, 2022, time off use must be recorded and tracked in Workday. Unused sick time off is not paid at separation, does not transfer once an ASE is no longer part of the bargaining unit, and is not eligible for shared leave donation. Unused sick time off does not roll over from one academic year to another and expires at the end of each annual appointment period.

**Section 4. Sick Leave Accrual and Usage for Hourly ASEs.** Hourly ASEs are eligible for paid sick leave as covered in Section 3(1)(a-i). The accrual rate will be one (1) hour for every 40 hours worked (0.025 per hour). Sick leave accrues at the end of the month and is available for use the following month. Employees may only carryover a maximum of forty (40) hours of accrued sick leave each calendar year. Accrued sick leave is not paid at separation.

Hourly ASEs can use sick leave in accordance with Section 3(1)(a-i).

If changes to federal or state law occur during the life of the contract, the parties will meet and confer as the law requires.

**Section 5. Unpaid Leave.** Unpaid leave may be granted for periods beyond the terms of leaves in Section 3, but shall not exceed the end of the appointment period. These leaves may be paid (in whole or in part) for reasons as defined in Section 1 and at the sole discretion of the Department or Hiring Unit. An ASE whose appointment is 50% FTE for the academic year or longer shall be eligible to use up to twelve (12) weeks of unpaid leave, during which the University shall provide health insurance coverage, for circumstances identified in Section 1 (A) and (B). For ASEs who are employed for fewer than three quarters, the amount of unpaid leave as covered under Section 1 (A) and (B) will be prorated. ASEs shall not be required to register for any tuition credits during their leave period. During the leave period the ASE will continue to be responsible for their portion of the dependent coverage premium.

**Section 6. Child Care Emergency.** A child care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency child care requirements such as unexpected absence of regular care provider, unexpected closure of the child's school, or unexpected need to pick up child at school earlier than normal. ASEs shall be authorized to use paid sick leave (as specified in Section 2 above) for child care emergencies.

**Section 7. Coverage During Leave.** In order to ensure proper coverage, it is the responsibility of the ASE to contact the appropriate faculty member or other supervisor in advance of the leave, unless not possible. If applicable, such notification will include appropriate medical documentation and projected return date. While it is the University's responsibility to make alternative arrangements to cover the assignment, the ASE will assist as reasonably possible.

**Section 8. Military Leave.** An ASE shall have those rights provided by law for military leave.

**Section 9. Jury Duty.** An ASE shall not have any reduction of stipend or pay due to jury duty service, or if subpoenaed to serve as a witness in a legal proceeding in which the ASE is not a party to the dispute. To the extent permitted by law, an ASE shall request a postponement of jury service if requested to do so by their department or program. An ASE shall advise their supervisor of their receipt of notice for jury service as soon as reasonably possible.

**Section 10. Other Leaves.** The determination of whether to approve other requests for an unpaid leave shall be made by the University.

**Section 11.** Appropriate usage of any of the above leaves shall have no impact on decisions concerning re-appointment or transfer of an ASE.

**Section 12. Leave Without Pay for Reasons of Faith or Conscience.** Leave without pay will be granted for reasons of faith and/or conscience for up to two (2) workdays per year as provided below:

- a. Leave without pay will be granted for up to two (2) workdays per calendar year for reasons of faith and/or conscience and/or an organized activity conducted under the auspices of religious denomination, church (or other religious organization), or other organizations of conscience. Leave without pay may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by Chapter 82-56 WAC or if the employee is necessary to maintain public safety.
- b. The Employer will allow an employee to use a personal holiday (if eligible per Article 10, Section 2), or vacation leave in lieu of leave without pay. All requests to use a personal holiday or vacation leave must indicate that the leave is being used in lieu of leave without pay for a reason of faith or conscience.
- c. Personal Holidays may only be used in eight (8) hour increments (or pro-rated hours based on FTE).
- d. Employees will only be required to identify that the request for leave is for a reason of faith or conscience.

## Article 18 – Management Rights

**Section 1.** Management of the University is vested exclusively in the University. Except as otherwise provided in this Agreement, the Union agrees that the management rights of the University include, but are not limited to, the right to establish, plan, direct and control the University's missions, programs, objectives, activities, resources and priorities; to establish and implement Affirmative Action plan and goals; to establish, revise and administer procedures, reasonable rules and regulations, and direct and control University operations; to alter, extend, or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of ASEs; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which the performance of ASEs are evaluated; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to discipline or dismiss for just cause; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire, or transfer; to determine how and by whom instruction is delivered; and to introduce new methods of instruction.

**Section 2.** The University has the sole and exclusive authority to make all decisions involving academic matters, including, but not limited to, who is taught, what is taught, how it is taught and who does the teaching. All matters including academic judgment shall be made at the sole discretion of the University.

**Section 3.** The determination of whether duties will be assigned to ASEs or other individuals, or reassigned from ASEs to other individuals, will be made by the University.

## Article 19 – No Strikes, No Lockouts

**Section 1.** The Employer and the Union acknowledge that this Agreement provides, through the grievance procedure and through other administrative remedies, for an orderly settlement of grievances or disputes which may arise between the parties. Accordingly, the parties agree that the public interest requires the uninterrupted performance of all University services and to this end pledge to prevent or eliminate any conduct contrary to that objective. Therefore, during the life of the Agreement, the Employer shall not lock out any of the employees as a result of a labor dispute or grievance or disputes on personnel matters; nor shall the Union in any way authorize, assist, condone, participate in, or lend support to any work stoppage, work slowdown or any other curtailment of work in the bargaining unit.

**Section 2.** The Union shall act immediately to prevent and bring about an end to activity in violation of this Article. Actions shall include, but not be limited to, advising employees through direct contact, written and/or electronic notice, that engaging in prohibited activity may lead to disciplinary action, and stating that individuals so engaged must cease such activity and return to work. Copies of such notice shall be provided to the University.

**Section 3.** Should employees engage in any unauthorized concerted action, then once the employees have returned to work and continue working, a Joint Union/Management Committee shall immediately meet in a good faith effort to resolve the dispute.

**Section 4.** Any action of the Employer in closing the University during a general strike, riot, or civil disturbance for the protection of the institution, its property, or its employees shall not be deemed a lockout.

**Section 5.** Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

## Article 20 – Non-discrimination and Harassment

**Section 1.** Neither the Employer nor the Union shall discriminate against any employee by reason of the following status: age, sex (except where age or sex is a bona fide occupational qualification), race or ethnic origin, color, creed, national origin, religion, disability, disabled or Vietnam era veteran status, political affiliation, marital status, sexual orientation, gender

expression or identity, pregnancy status, HIV status, immigration status, citizenship, or membership or non-membership in a union. The University prohibits retaliation against any ASE who reports concerns regarding discrimination or harassment, who cooperates with or participates in any investigation of allegations of discrimination, harassment, or retaliation, or any individual who is perceived to have engaged in any of these actions. Executive Order No 31 (EO 31) is the University's policy that applies to discrimination and harassment. The University's definitions for discrimination, harassment, and sexual harassment under EO 31 can be found here: <https://www.washington.edu/admin/rules/policies/PO/EO31.html>.

**Section 2. Sexual Harassment.** No employee shall be subjected to discrimination in the form of sexual harassment. Sexual Harassment is a form of harassment characterized by: (1) unwelcome sexual advances or requests for sexual favors, or other verbal or physical conduct of a sexual nature by a person who has authority over the recipient when (a) submission to such conduct is made either an implicit or explicit condition of the individual's employment, academic status, or ability to use University facilities and services, or (b) submission to or rejection of the conduct is used as the basis for a decision that affects tangible aspects of the individual's employment, academic status, or use of University facilities; or (2) unwelcome and unsolicited language or conduct by a member of the University community that is of a sexual nature or is based on the recipient's sex and that is sufficiently offensive or pervasive that it could reasonably be expected to create an intimidating, hostile, or offensive University environment, or has the purpose or effect of unreasonably interfering with an individual's academic or work performance. EO 31 also includes acts of sexual violence, such as sexual assault and sexual exploitation in the definition of sexual harassment.

**Section 3. Micro-aggressions.** Micro-aggressions are everyday exchanges—including words and actions—that denigrate and exclude individuals based on their membership in a group or class of individuals.

The Union and University shall meet, upon request, up to three (3) times per calendar year to evaluate progress on the joint goal of eliminating micro-aggressions against ASEs and discuss plans to advance that goal.

**Section 4.** The University shall provide ASEs with information about its non-discrimination and harassment policies.

**Section 5. Complaints.** A discrimination or harassment complaint may be filed with the Civil Rights Investigation Office and/or as a grievance in accordance with Article 8 of this Agreement. Employees may also file discrimination complaints with appropriate federal or state agencies. The parties agree to encourage the filing of discrimination complaints through the Civil Rights Investigation Office.

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

**Interim Measures:** When a grievance or complaint is filed, the University will implement interim measures as appropriate. Such measures shall be designed to allow the ASE to learn and work in an environment free from discrimination.

**Remedies:** The University shall implement appropriate remedies if a complaint and/or grievance is sustained. Such remedies/measures shall be designed to allow the ASE to continue learning and working in an environment free from discrimination.

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

Civil Rights Investigation Office shall include a statement in the initial e-mail they send out to all complainants that says "Union members may have rights under their respective Collective Bargaining Agreements. For more information you may contact your union or Labor Relations at [laborrel@uw.edu](mailto:laborrel@uw.edu) or <https://hr.uw.edu/labor/unions>."

**Section 6. Equity Survey.** The Union and the University are committed to a diverse ASE workforce. Therefore, the parties will establish a joint committee to discuss methods of recruiting and retaining, and encouraging career development of, ASEs who belong to underrepresented groups (e.g. minorities, women) as well as individuals with disabilities, and veterans, and as defined by the University's Affirmative Action Plan: <http://ap.washington.edu/eoaa/affirmative-action-plan-and-resources/>. The parties will also discuss and develop ways of improving the climate of ASE workplaces, particularly in cases when ASEs perceive disparate treatment (for example, as a result of native language/dialect or parental status).

Starting in Academic Year 2018-2019 and every year thereafter, the Union and the University shall jointly administer an equity survey for all ASEs focused on ASE-specific concerns. In the first Quarter following ratification, the University and the Union shall jointly agree upon baseline questions to be used through the life of the contract. In Fall Quarter of each year the survey shall be distributed through a low-cost platform (Catalyst Google, Survey Monkey, etc.) to all ASEs. In addition, any department or hiring unit may decide, on a volunteer basis, to jointly develop a department-specific survey, with additional questions to be distributed by a Department Chair or designee and an ASE in the Department designated by the Union. Responses from all surveys shall be available to the Union and the University. Once the surveys have closed and no later than the end of Spring quarter of that year, the Union and the University shall hold a Joint Labor Management meeting to discuss results and strategize further steps for promoting equity, inclusion, transparency and accountability.

**Section 7. Workplace Behavior.** The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that all employees should be free from everyday exchanges—including words and actions—

that denigrate or exclude individuals based on their membership in a group or class. The parties agree that such inappropriate behavior in the workplace does not further the University's business needs, employee well-being, or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.

Inappropriate workplace behavior by ASEs, Faculty, supervisors and/or managers will not be tolerated.

**Section 8. Lactation.** University policy is to provide employees with reasonable accommodation necessitated by pregnancy or pregnancy-related health conditions, including the need to express breast milk (see APS 46.7 Reasonable Accommodation of Pregnant Employees). The University shall provide a reasonable amount of break time for an ASE to express breast milk for the nursing child each time such employee has need to express the milk. The University shall provide a space, other than a public bathroom, that is clean, shielded from view, and free from intrusion from coworkers and the public, in reasonable proximity to the lactating parent's work location which may be used to express breast milk. The University shall ensure that employees have access to adequate space to store a pump and an insulated food container.

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

**Section 9. Bathroom Equity.** The University shall provide that all ASEs have adequate access to all-gender bathrooms. Adequate access may include a reasonable amount of travel time.

The University shall publicize the location of every all-gender bathroom on campus on a website.

## Article 21 – Parking and Transit

ASEs shall have the option to participate in the on-campus parking program. ASEs shall have the same parking related services that are available to, and on the same basis as, full-time staff of the University. These parking related services include but are not limited to individual commuter tickets and quarterly parking permits.

## Article 22 – Personnel Files



**Section 1.** ASEs and the Union shall be notified of the identity of the custodian of their personnel files. A notice specifying the location of the official personnel file(s) shall be posted in each Department or comparable unit. The personnel file should exclude all academic records and academic applications submitted to the University.

**Section 2.** ASEs shall have the right to examine all materials contained in their personnel file and, upon request, shall be provided a copy of any materials in that file. The personnel file shall be made available for review within three (3) working days of the request.

**Section 3.** ASEs shall have the right to request removal or correction of inaccurate materials from their personnel files, attach a concise statement in response to any item in the files, and/or seek removal of inappropriate material from the files.

**Section 4.** No reference to grievances shall be placed in an individual's personnel file.

**Section 5.** All materials in the personnel file of an ASE, including supervisory job performance evaluations, shall be confidential except as required to be publicly available under State and/or Federal law. The University will limit access to student evaluations to those undergraduate, graduate, and professional students, and faculty, with UW Net ID.

**Section 6.** The Union shall be provided access to bargaining unit member personnel files with the written consent of the individual ASE. A copy shall be provided upon request.

**Section 7.** Rights established in this Article are conferred on the ASE while in the bargaining unit, regardless of current employment status as an ASE.

## **Article 23 – Severability**

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall negotiate in good faith with respect to any provision found to be in contravention of the law.

## **Article 24 – Subcontracting**

**Section 1.** If the University plans to subcontract unit work, the University shall provide reasonable advance notice to the Union. Any subcontracting must be done in good faith.

**Section 2.** The University shall, upon request, meet and confer with the Union over the effects of subcontracting on the unit.

## **Article 25 – Summer Non-registered Graduate Research Student Assistants**

**Section 1.** In the limited number of Departments or Hiring units where it had been past practice before the 2004 UAW Local 4121—University of Washington contract to pay non-registered graduate ASEs to perform hourly research work during Summer Quarter (June 16th through September 15th), Departments or Hiring Units will appoint such ASEs according to the following terms.

- A. Departments will place ASEs who have not registered for Summer Quarter, but who are performing research work, into a Graduate Research Student Assistant (GRSA) job classification (10854). Departments shall not use this job classification at any time other than Summer Quarter (June 16th through September 15th);
- B. The minimum hourly rates of payment made to non-registered ASEs performing research work during the Summer Quarter shall be based on a 220 hour quarterly workload;
- C. In cases where an individual ASE's only way to have paid health insurance coverage during Summer Quarter is by registering and working in a Graduate Student Service Appointee (GSSA) title at .50 FTE, the department shall notify the ASE in advance of their option to do so. In the event the ASE wishes to be covered by health insurance, the University and the Union will work together to make sure the ASE is covered.

## Article 26 – Training

**Section 1.** The University shall provide training necessary to fulfill ASE duties.

**Section 2.** All training shall be considered as part of the required workload.

**Section 3.** The content and delivery of training is reserved to and determined by the University.

**Section 4.** The Union-Management Committee shall make recommendations to the University to address overlapping or insufficient training concerns brought to its attention by ASEs.

## Article 27 – Travel

**Section 1.** The University shall reimburse ASEs for travel and per diem expenses required for employment. Prior approval of the ASE's Department Chair (or designee) must be attained. Unpaid travel shall not be required.

**Section 2.** Reimbursement rates and methods shall be those provided to other University employees.

## Article 28 – Union-Management Committee

A joint Union-Management Committee shall be formed to address issues that are not the subject of an active grievance. This Committee will consist of five (5) individuals designated by the UAW and five (5) individuals designated by the University. Meetings will be held once an

academic quarter (Autumn, Winter, Spring) at mutually agreed upon times and on an ad hoc basis as needed. Summer quarter meetings shall be arranged upon mutual agreement. Agendas shall be mutually agreed upon at least five (5) business days prior to the meeting.

## Article 29 – Union Rights

**Section 1.** Each pay period UW shall provide the following four reports electronically in EXCEL format:

**A. Total Compensation and deductions\***

Name  
Home Address  
Home phone  
Cell phone  
Work phone  
Work location (building)  
Work location (address)  
Work station or office (suite and/or number)  
Employee ID number  
Personal Email  
UW email  
UW mailbox  
Employment status  
Employment status effective date  
Job classification  
Department  
Pay grade  
Pay step  
Pay rate salary  
Hourly rate  
Supervisor  
Supervisor email  
Race  
Gender  
DOB  
Date of hire  
Job title  
Job class code  
Shift  
Deduction amount dues  
Deduction amount fees  
Deduction amount other

Deduction amount VCAP

Total wages for the pay period

Total base pay for pay period

Total overtime pay for pay period

Total overtime hours per pay period

Total hours worked in the pay period

Days in the pay period

Total hours for each class/type of differential and or/ premium pay for the pay period

Total wages for each class/type of differential and or/ premium pay for the pay period

Total wages year to date.

Pension plan enrollment (which plan)

Position number

Medical plan enrollment (which plan)

Bargaining Unit

Total FTE

Anniversary date (step date)

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

\*The parties desire a one line report per employee for this report. We should discuss how to reconcile multiple appointments

## **B. All appointment list**

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

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

p. Hours worked in last pay cycle

q. FTE in last pay cycle

**C. Change Report**

Name

Job classification

Job classification code

Department

Employee ID

Original hire date

Status change date

Termination/separation date if any

Reason for status change, nature of status change

Reason for termination/separation

LOA effective date

Nature of LOA

New hire date

New Hire

**D. Vacancy Report**

Position Number

Job Classification

Date of vacancy

Elimination date of vacancy

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

**Section 2.** The Union will have the same access to the University mail system as all other unions representing University employees.

**Section 3.** Following ratification and approval by the parties, the University shall publish the Agreement on a designated website.

**Section 4.** In accordance with University/Department policy on access, representatives of the UAW shall be permitted access to employees' work spaces for the performance of official union business, provided the University policy shall be non-discriminatory and shall be enforced in a non-discriminatory manner. Union representatives will not engage in any disruption of University operations, interfere with the assignment and direction of employees, or in any way impede the discharge of any employee's duties and responsibilities.

**Section 5.** Union orientation is a part of the orientation and onboarding process for new ASEs. The Union shall be provided 30 minutes for Union orientation at any University, Hiring Unit, or Department wide orientation for new ASEs, to distribute materials, including Union membership application and dues deduction authorization. Such meetings shall count toward the 220 hours expectation. Upon request from the Union and not more than once per quarter, departments will provide time and space for a 30-minute Union orientation with newly hired ASEs that have not previously attended a University, Hiring Unit or department wide orientation for new ASEs. Such orientation time shall count toward the 220 hour expectation or be paid according to the ASE's hourly wage. Departments will encourage new ASEs to attend these orientations. The University and the Union shall meet semi-annually to discuss the efficacy of this provision.

**Section 6.** The University agrees to furnish conference and/or meeting rooms for Union meetings upon prior request by the Union in accordance with University policy and cost.

**Section 7.** The Union may designate a number of stewards appropriate to the size of the unit who shall be members of the bargaining unit. A steward who is processing a grievance in accordance with the grievance procedure of this Agreement shall be permitted reasonable paid release time to meet with University representatives and process the grievance. Time off for processing a grievance shall be granted to a steward by a supervisor following a request, but in consideration of job responsibilities. If permission for time off can not be granted, the University shall arrange for time for release time off at the earliest possible time thereafter. The University will work in good faith to find ways to allow ASEs designated as stewards the time necessary to perform their responsibilities, which may include a reduced work assignment for the ASE. The Union will work in good faith with the University in the designation of stewards so as to avoid appointing a steward in situations that would create a hardship to the University.

**Section 8.** The Union will submit to the Office of Labor Relations the name of each steward and the assigned jurisdiction of the steward. In the event of a re-designation of stewards, notice shall be provided to the University at least two days prior to the date such steward is recognized. Stewards will only process grievances within their steward jurisdiction, unless otherwise mutually agreed.

**Section 9.** The University shall provide paid release time for up to five (5) ASEs designated by the Union for the purpose of bargaining a replacement agreement.

**Section 10.** The University will provide a bulletin board space for the Union in those Departments where ASEs work.

**Section 11.** The University shall furnish an electronic copy to the Union of the Annual Graduate Student Financial Support Summary Report (ethnic breakdown).

**Section 12. New ASE Rights.**

- A. The University shall provide each new ASE, at the same time as providing forms required for new employment (e.g. W4 and I9), introductory materials from the Union, including a Union Membership Election Form and Voluntary Community Action Program (VCAP) form.
- B. In exceptional situations where the ASE has completed other required employment forms before they are hired into the bargaining unit, the University shall provide introductory materials from the Union, including a Union Membership Election Form and Voluntary Community Action Program (VCAP) form, at the time they are hired into the bargaining unit.
- C. The University will make every reasonable effort to have completed Membership Election Forms and VCAP forms returned to the Union within ten (10) calendar days of receipt and to notify the Union within ten (10) calendar days of all new ASEs hired to include name, home department/hiring unit, job code, home address, mail stop, Employee Identification Number, and appointment start date. The University shall meet with the Union to develop the method of notification.

**Section 13. Training.** Prior to the start of Fall Quarter 2018, the parties will jointly develop training for management summarizing changes from the prior collective bargaining agreement. The University and Union shall meet quarterly to discuss any training needs related to contract administration.

## Article 30 – Union Security

**Section 1.** Union Membership. Employees who are covered under this Agreement may choose to execute a Union membership and payroll deduction form. The UAW will provide the University with the formula for calculating the dues and initiation fees.

**Section 2.** Upon ratification of this Agreement, the Union shall notify all ASEs of the option that they may join the Union. The notice shall include an application for Union membership card and a dues authorization card. The notice shall be provided to all ASEs both electronically and in hard copy.

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

**Section 3.** Upon notification from the Union of an ASE's written authorization, the University shall deduct Union dues from each paycheck, and remit the same together with a list of names of the ASEs from whom deductions were made. The list shall contain: the employee's name, unique ID number, home department, amount of dues/initiation fees/VCAP deducted and gross wages. The University shall transmit this data in electronic format.

**Section 4.** Payroll deduction notifications will be processed in the pay period received. Payroll deduction notifications received by the deduction cutoff deadline for a pay period will be processed for the payday that corresponds to that pay period. The University is not required to make retroactive deductions if an employee is out on an unpaid leave of absence or other unpaid status. The University will determine the deduction cutoff deadline for each pay period and inform the Union in writing of all such deadlines, or changes to deadlines, as soon as is practicable but no later than two (2) weeks prior to the implementation of a new deadline.

**Section 5.** The University shall electronically transmit to the Union on the first bank working day after each payday all dues, initiation fees, and VCAP deducted for that pay period.

**Section 6.** The Union specifically agrees that the University shall assume no obligation other than that specified in this Article, or any financial liability, including the payment of any retroactive dues/service fees, arising out of the provisions of this Article. Further, the Union agrees that it will reimburse the University for any costs, and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity arising from any deductions made or other actions taken under this Article. This indemnification includes the cost of representation.

**Section 7.** If an ASE contacts the University to request that payroll deduction be ended, the University will promptly refer the ASE to the Union to process the request. The University may request a copy of an employee's signed card at any time.

## **Article 31 – Voluntary Community Action Program (VCAP)**

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

1. The authorization form must be mutually agreed upon by the parties and contain specific UW payroll language as determined by the University. If the authorization form is not legible, as determined at the sole discretion of the University, the form will be returned for clarification.
2. The ASE must be an active dues paying member for the VCAP deduction to occur.
3. The VCAP deduction must be in a flat dollar amount and shall either be deducted from the ASE's first paycheck of the month, or will be divided equally between the two monthly paychecks, as determined by the University.
4. This provision is for regular recurring payroll deductions and shall not be used for one-time deductions.
5. An ASE may discontinue the VCAP deductions at any time upon written notification to the Payroll Office.



6. The UAW shall be responsible for any reasonable initial and ongoing processing costs associated with setting up and maintaining this additional check off. Costs will be determined at the sole discretion of the University consistent with charges made for other similar deductions. VCAP collections less any processing charges will be remitted to the UAW VCAP on a monthly basis. The remittance listing for this deduction will be added to the Union deduction information already provided to the Union.
7. The Union and each ASE authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the University harmless from all claims, demands, suits or other forms of liability that may arise against the University on account of any deduction made from the wages of such ASE.

## **Article 32 – Vacation**

### **Section 1.**

(A) ASEs with a 50% or greater FTE appointment for twelve months will receive a minimum of twenty (20) hours per quarter of paid vacation time off to be awarded on a quarter-by-quarter basis, including summer quarter, for a total 12-month minimum award of 80 hours of paid vacation time off. Vacation time off will be awarded each quarter during an annual appointment period in which the ASE has a start date in Workday. An eligible ASE will be awarded vacation time off on the effective date of the appointment.

(B) A salaried ASE with a 50% appointment for less than twelve months shall have vacation time off prorated based on that FTE. Vacation time off will be awarded each quarter during an annual appointment period in which the ASE has a start date in Workday. An eligible ASE will be awarded vacation time off on effective date of the appointment.

(C) A salaried ASE with an appointment of less than 50% FTE of any duration will receive an award of paid vacation time off prorated based on that FTE. Vacation time off will be awarded each quarter during an annual appointment period in which the ASE has a start date in Workday. An eligible ASE will be awarded vacation time off on the effective date of the appointment.

(D) A salaried ASE with an appointment greater than 50% FTE of any duration will receive an award of paid vacation time off prorated based on that FTE. Vacation time off will be awarded each quarter during an annual appointment period in which the ASE has a start date in Workday. An eligible ASE will be awarded vacation time off on the effective date of the appointment.

**Section 2.** There will be no reduction in pay or benefits for vacation time off. Hourly ASEs shall not receive vacation time off. Vacation time off shall be taken during academic quarter breaks, except when used as a Paid Family and Medical Leave (PFML) supplemental benefit, or as otherwise mutually agreed to by the ASE and a supervisor. All vacation time off requests must be submitted according to departmental policy and effective September 16, 2022, time off use must be recorded and tracked using Workday. Unused vacation time off is not paid at separation and is not eligible for shared leave donation. Vacation time off does not expire until the end of the annual appointment period, it is available for salaried ASEs who move in and out of represented positions within an annual appointment period so long as they are within the bargaining unit described herein.

Unused vacation time off does not roll over from one academic year to another and expires at the end of each annual appointment period.

## Article 33 – Wages

**Section 1.** The University shall increase compensation for ASEs over the life of the agreement as follows:

A. Effective July 1, 2021:

1. The base rate shall be increased by a market adjustment of 3%.
2. The minimum ASE hourly rates shall be increased by a market adjustment of 3%.

B. Effective July 1, 2022:

1. The base rate shall be increased by a market adjustment of 3%.
2. The minimum ASE hourly rates shall be increased by a market adjustment of 3%.

C. Effective July 1, 2023:

1. The base rate shall be increased by a market adjustment of 3%.
2. The minimum ASE hourly rates shall be increased by a market adjustment of 3%.

In the event the Washington State Legislature invalidates a provision of this section, the parties will meet and negotiate over the invalidated provision, pursuant to RCW 41.56.

**Section 2.** ASEs shall be eligible to receive automatic pay increases in accordance with Article 15 (Job Titles and Classifications). Any such increases shall be in addition to the wage increases described above.

**Section 3.** The University will continue its existing practice with regard to Summer Quarter stipends, except that stipends for TA's hired for two (2) months during the summer will be 20% higher than during other quarters of the Academic Year.

**Section 4.** ASEs shall continue to have access to the University of Washington's Section 403b Voluntary Investment Program.

## Article 34 – Washington Paid Family and Medical Leave Program

**34.1.** Washington Paid Family and Medical Leave Program (PFML) effective January 1, 2020.

The parties agree that the provisions of Title 50A RCW *et seq.* apply to the application of the Washington PFML program to eligible bargaining unit employees. An employee's eligibility for and approval of leave for purposes as described under the PFML Program shall be in accordance with RCW 50A.15. In the event that the legislature amends all or part of RCW 50A, those amendments are considered by the parties to be incorporated herein. In the event that the legislature repeals all or part of RCW 50A, those provisions that are repealed are considered by the parties to be expired and no longer in effect upon the effective date of their repeal.

## Article 35 – Workload

**Section 1.** At the time of appointment, the University will inform the ASE of the percentage FTE of their appointment or, for hourly employees, the hours expectation of their appointment.

**Section 2.** ASEs with a 50% FTE appointment will not be required to work for more than 220 hours per quarter. ASEs with a 50% FTE appointment shall not be required to work more than an average of 20 hours a week, and shall not exceed 30 hours in a given week except by the ASE's consent. Alternate percentage appointments will be directly proportional to the 50% FTE appointment in relationship to workload per week and per quarter. The 220 hour workload expectation will not be reduced by holidays (including personal holidays) or the use of paid vacation time off. For unusual work assignments, such as those associated with research conducted in remote locations or those where the nature of the job duties requires the use of specialized instrumentation at specific intervals of time, an ASE may expect greater variations within a given week's work schedule provided the ASE has been notified in their appointment letter of the unusual nature of their job duties.

**Section 3.** Assigned workload is measured by how many hours the University could reasonably expect an ASE to take to satisfactorily complete the work assignment so as to maintain excellence in teaching, research, and service. An ASE should initiate discussions with their supervisor as soon as the ASE anticipates any workload related issues that would result in working more than 220 hours in a quarter. Before workload hours are exceeded, the Department will offer the ASE additional paid hours for the excess workload or relieve the ASE of the excess workload.

**Section 4.** Any work assignment, prep work, training, job-specific orientation, required meetings, required conferences, and tutee no-shows (including duties that occur outside of the academic term) shall be included in the total workload for the quarter. Workload does not include courses in general pedagogy or remedial courses required to meet minimum eligibility requirements (e.g. ESL 102) in which ASEs are required to be enrolled for credit. The use of paid sick time off per Article 17 during the academic quarter is included in the total workload of 220 hours per quarter. The use of paid vacation time off per Article 32 – Vacation is not included in the total workload expectation of 220 hours per quarter. Hourly ASEs who participate in any training and job-specific orientation that is required as a condition of their employment shall be paid at their normal hourly rate.

**Section 5.** Required meetings will be held during the normal work hours at an on-campus or off-campus site in proximity to where the ASE usually works, or at a location agreed to in advance by the ASE.

**Section 6.** In the case of change of ASE job assignment, any work completed in the original assignment will count toward the hour limit for the quarter.

**Section 7.** Both parties understand that the published University calendar governs the work of all bargaining unit members, and in some academic quarters examination schedules may conclude several days beyond the last pay period of the three month appointment. ASEs appointed in these quarters recognize that their obligation extends to grading exams and/or papers submitted at those times, and other similar duties as assigned.

**Section 8.** Workload assigned to an ASE under this article is separate from the academic expectations associated with thesis and dissertation research that is expected pursuant to 600-, 700-, and 800-level course work. This Agreement should not in any way be construed as imposing a limit on the amount of academic work necessary for a student to make satisfactory academic progress toward their degree.

**Section 9.** Hourly ASEs will not be required to work more hours than specified in the appointment letter, or to work any hours for which they are not paid. Hourly ASE appointments and schedules will be made in accordance with University Employment and Administrative Policies: University Employment- Student Employment-Chapter 104.

**Section 10.** If an ASE is assigned to hold an instructional position in which they believe that a change from a previous quarter may negatively affect their ability to satisfactorily complete the work assignment so as to maintain excellence within workload limits, the ASE shall have the right to request and meet with their supervisor as soon as practicable regarding the issue. Such changes include but are not limited to enrollment increases, volume and structure of assignments, grading responsibilities, and alterations to the responsibilities of an ASE as a

mentor or a supervisor for other ASEs. If, after these discussions, the ASE determines that their assignment will still exceed workload limits, as defined by this article, the ASE may pursue their rights under this article.

**Section 11.** The Union-Management Committee will be empowered to discuss issues relating to workload, including but not limited to class size and the criteria and decision process governing the hiring, work assignments, evaluation, and reappointment of ASEs.

## Article 36 – Workspace and Materials

**Section 1.** The University shall provide reasonable access to facilities, services, texts and instructional support required for the position. Examples of access that may be required include, but are not limited to:

1. Office and desk space and telephone;
2. A computer with internet access;
3. Storage and laboratory space;
4. Mailbox;
5. Office supplies;
6. Texts and/or reading material;
7. Printing facilities; and
8. Equipment to perform research required for the appointment.

**Section 2.** If provided prior written approval of the department chair or designee, an ASE shall be reimbursed for required job related materials and services that are not provided to the ASE by the department. If no written approval is granted, ASEs will not be required to purchase job related materials and services.

**Section 3.** Before an ASE's work location is moved, or before there is a substantial alteration of the ASE's work space, the affected ASE normally shall be notified at least thirty days before the change is to take place. In the event thirty days' notice is not feasible, the ASE shall be notified as soon as reasonably possible.

## Article 37 – Duration

This Agreement shall become effective and will remain in effect from the date of membership ratification or May 1, 2021 whichever is later until April 30, 2024, unless mutually extended by the parties.

The initial bargaining session will take place no later than February 1, 2024.

## Appendix I – GAIP Group Medical Plan Summary

Appendix I – GAIP Group Medical Plan Summary**Appendix II – PBFS at IHME**

Only the following language in this appendix applies to the Post-Bachelor Fellows (PBFs) at IHME enrolled in a UW degree program and shall constitute the whole agreement between the Union and the University regarding these employees.

The Union and the University hereby agree that PBFs working at IHME in their 1st, 2nd or 3rd year of the PBF program and enrolled in a UW degree program are subject to this Appendix of the ASE bargaining agreement. Post-Bachelor Fellows working at IHME in their 1st, 2nd or 3rd year and not enrolled in a UW degree program are specifically excluded from the ASE bargaining unit and the terms of this Appendix do not apply.

The Following Articles in this Agreement apply to PBFs at IHME employees, except as modified below:

PREAMBLE

ARTICLE 1 \_Purpose and Intent

ARTICLE 2 \_Recognition

ARTICLE 3 \_DEFINITIONS

ARTICLE 4 \_APPOINTMENT AND REAPPOINTMENT NOTIFICATION AND JOB DESCRIPTION

ARTICLE 5 – CHILDCARE

ARTICLE 6 – DISCIPLINE OR DISMISSAL

ARTICLE 7 – FEE AND TUITION WAIVERS – Section 2 only

ARTICLE 8 – GRIEVANCE PROCEDURE

ARTICLE 9 – HEALTH AND SAFETY

ARTICLE 10 – HOLIDAYS

ARTICLE 11 \_ HOURLY PAYSACLE TRANSPARENCY

ARTICLE 12 – INTELLECTUAL PROPERTY AND SCHOLARLY MISCONDUCT

ARTICLE 14 \_ JOB POSTING

ARTICLE 15- JOB TITLES AND CLASSIFICATIONS

ARTICLE 16- LAYOFFS

ARTICLE 17 \_ LEAVES OF ABSENCE- Sections 1, 2, 5, 6, 7, 8, 9, 10, 11, 12 only

ARTICLE 18 – MANAGEMENT RIGHTS

ARTICLE 19 – NO STRIKES, NO LOCKOUTS

ARTICLE 20 – NON-DISCRIMINATION AND HARASSMENT

ARTICLE 21 – PARKING AND TRANSIT

ARTICLE 22 – PERSONNEL FILES

ARTICLE 23 – SEVERABILITY

ARTICLE 24 – SUBCONTRACTING

ARTICLE 26 – TRAINING

ARTICLE 27 – TRAVEL

ARTICLE 28 – UNION-MANAGEMENT COMMITTEE

ARTICLE 29 – UNION RIGHTS

ARTICLE 30 – UNION SECURITY

ARTICLE 31 – VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)

ARTICLE 32 – VACATION

ARTICLE 34 – WASHINGTON FAMILY MEDICAL LEAVE PROGRAM

ARTICLE 36 – WORKSPACE AND MATERIALS

ARTICLE 37 – DURATION

LETTER OF UNDERSTANDING A: WORKERS COMPENSATION

MEMORANDUM OF UNDERSTANDING: IMMIGRATION STATUS AND WORK  
AUTHORIZATION

MEMORANDUM OF UNDERSTANDING: SEXUAL HARASSMENT AND PREVENTION  
TRAINING

## II.1 Purpose and Intent

A. The parties agree that only the following as described in <https://hub.ihme.washington.edu/> are considered “material benefits” under Article 1 Purpose and Intent, Section 5 Transitioned Maintenance of Benefits.

1. In country experience (practicum)
2. Conference funding
3. Expert shadowing
4. Reimbursement up to \$200 annually per academic year for textbooks per the PBF resources on IHME’s Hub
5. Quarterly mentor lunches

B. Should the employer change a benefit or practice not listed in A above, the Employer will satisfy its collective bargaining obligation by providing the Union reasonable notice and opportunity to bargain as appropriate.

## II.2 Fee and Tuition Waiver

PBFs at IHME will continue to be eligible for the Washington State Tuition Exemption Program as outlined here: <https://registrar.washington.edu/registration/tuition-exemption/>. PBFs are responsible for the late fees and Health Sciences Immunization Program (HSIP) fees. IHME will cover the registration fee and the technology fee. Additionally, IHME will cover tuition over the 6 credit tuition exemption limit if additional credits are required by the PBF Program.

### II.3 Insurance Programs

PBFs at IHME will continue to be eligible for employee healthcare, as determined by the Public Employees Benefits Board (PEBB) and applicable state law. PBFs shall continue to have access to the University of Washington's Section 403b Voluntary Investment Program. PBFs will be eligible for UWRP or PERS 3 retirement benefits in alignment with the DRS and UW Retirement plan eligibility.

### II.4 Job Titles and Classifications

Title/Pay Classification	Occupation Code	Salary	Job Duties	Standard Qualifications
Post-Bachelor Fellow – IHME	21867	IHME PBF wage scale	Research	Graduate Student
Post-Bachelor Fellow – IHME	XXXXX	IHME PBF wage scale	Research	Graduate Student

### II.5 Sick Leave

1. **Accrual.** Full-time employees (prorated for part-time) accrue eight (8) hours of sick leave for each month of completed regular monthly service. Sick leave accrues at a rate of one (1) hour for every forty (40) hours worked when leave without pay exceeds eighty (80) hours (prorated for part-time) in any calendar month.

2. **Sick Leave Use.** Sick leave shall be allowed an employee under the following conditions. The Employer will not require verification for absences of less than 3 consecutive work days. Such verification or proof may be given to the supervisor/manager or Human Resources according to departmental policy.

a. Because of and during illness, disability or injury which has incapacitated the employee from performing required duties.

b. 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.

c. Because of a health condition of a family member that requires treatment or supervision or that requires the presence of the employee to make arrangements for extended care. The Employer may authorize sick leave use as provided in this



subsection for other than family members. The applicability of “emergency,” “necessary care” and “extended care” shall be made by the Employer.

d. To provide emergency child care for the employee’s child.

e. Because of a family member’s death that requires the assistance of the employee in making arrangements for interment of the deceased.

f. For personal medical, dental, or optical appointments or for family members’ appointments when the presence of the employee is required, if arranged in advance with the employing official or designee.

g. For the suspension of operations when the employee’s workplace has been closed by a public health official for any health related reason.

h. When the employee’s child’s school or day care has been closed by a public health official for any health related reason.

i. For reasons related to domestic violence, sexual assault or stalking that affect the employee, the employee’s family member or a person with whom the employee has a dating relationship.

j. For condolence or bereavement.

**3. Use of Vacation Leave for Sick Leave Purposes.** An employee who has used all accrued sick leave may be allowed to use accrued vacation leave for sick leave purposes when approved in advance or authorized by the employee’s departmental supervisor.

**4. Restoration of Vacation Leave.** In the event of an incapacitating illness or injury during vacation leave, the employee’s supervisor may authorize the use of sick leave and the equivalent restoration of any vacation leave otherwise charged. Such requests shall be in writing, and a medical certificate may be requested.

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

## II.6 Wages

Eligible employees under the terms of Appendix II shall continue to receive the wages identified below as agreed to by the parties during 2020 negotiations:

First-year fellow:	\$61,008
Second-year fellow:	\$66,000
Third-year fellow:	\$69,000

## II.7 Workload

### Overtime Exempt Employees.

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

1. The Employer determines the products, services, and standards that must be met by overtime-exempt employees.
2. Full time schedules are assumed to be 40 hours, however employees are expected to work to complete job responsibilities. Overtime-exempt employees may be required to work specific hours to provide services, including nights and weekends, when deemed necessary by the Employer.
3. Part time schedules are assumed to be any schedule that is at least 20 hours in a workweek but less than full time. Employees are expected to work beyond their normal schedule when necessary. The supervisor may establish a regular work schedule, but part-time employees are expected to remain flexible to accommodate the unit's goals and mission.

No employee will typically be required to work more than five (5) consecutive days in a seven (7) day period. The typical IHME operating hours are Monday through Friday, 8:00 am to 6:00 pm Seattle time (PST) or alternative flexible timeframes. Employees will consult with their supervisors to adjust work hours to accommodate the appropriate balance between extended work time and offsetting time.

## II.8 U-PASS

Eligible bargaining unit employees will not be charged a fee for a U-PASS through Spring Quarter 2024. Activation and maintenance of this benefit are subject to UW Transportation Services requirements. PBFs are responsible for ending payroll deductions. Payroll deductions will continue until PBFs notify Transportation Services via email or visit the office to sign a stop-deduction form. No refunds will be processed.

## II.9 Vacation

During negotiations for inclusion of the Post-Bachelor Fellows (PBF) at the Institute for Health Metrics and Evaluation (IHME) the parties agreed to the following regarding the implementation of Article 32 Vacation.

1. On January 1st 2021, 1st and 2nd year Post-Bachelor Fellows will receive (40) vacation hours, or (5) vacation days, adding to the employee's vacation bank as of December 31st, 2020.
  - a. On January 1st, 2021, 3rd year Post-Bachelor Fellows will receive (130) vacation hours, or 13.25 vacation days, adding to the employee's vacation bank as of December 31st, 2020.
2. On September 1, 2021, any and all unused vacation leave will be removed and all Post-Bachelor Fellows leave banks will be credited a total have twenty (20) days of vacation (160 hours).
3. On September 1, 2022 any and all unused vacation leave will be removed and all Post-Bachelor Fellows leave banks will be credited a total have twenty (20) days of vacation (160 hours).
4. Unused vacation leave shall not have cash value and will not be cashed out to employees upon separation for any reason.
5. Vacation leave will be requested and approved in accordance with IHME policy and procedures.

## Letters of Understanding

### A: Workers Compensation

The University and the UAW hereby agree that all job titles in the bargaining unit shall be covered by worker's compensation insurance with the exception of employees in stipend-only job classifications.

## Memoranda of Understanding

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### Immigration Status and Work Authorization

During negotiations, the parties reached agreement on the following regarding *Immigration Status and Work Authorization*:

The Union and University shall meet upon request up to four (4) times per calendar year to discuss issues arising from academic student employment, immigration status, and work authorization. The parties may add additional meetings by mutual agreement.

## Empowering Prevention and Inclusive Communities (EPIC)

During negotiations for the 2021-2024 successor agreement, the parties reached agreement on a program for the following regarding *Sexual Harassment and Prevention Training*. The program will expire on April 30, 2024 unless mutually agreed by the parties.

The University and Union shall jointly offer and make available in-person sexual harassment prevention and response training for incoming ASEs. Hours to attend the trainings will be included in the required workload for salaried ASEs and paid at the hourly rate for hourly ASEs once.

### Content of trainings:

- Sexual harassment training shall focus on preventing sexual harassment and discrimination and responding appropriately to it when it does occur. The training shall include skill building, shifting behaviors, and bystander intervention strategies.
- The trainings shall include identification and discussion of intersectional power dynamics in ASE work situations.
- The content of the trainings will be developed and modified over time jointly between the University and the Union.

### ASE Hiring and Supervision

- Eligible graduate students will be hired through the open hire process. The hiring committee shall consist of (2) Union representatives, one (1) academic department representative and one (1) Safe Campus representative. The University and the Union shall jointly agree upon the ASEs to be appointed as trainers.
- Safe Campus will be responsible for joint development of the program. Safe Campus will be responsible for supervision of the program and ASE employees.
- The University will hire three (3) – 50% FTEs each quarter to jointly administer the EPIC training with the University. For the duration of this agreement and through Spring quarter 2024, the University will provide Summer Quarter funding for three (3) 50% FTE ASEs. Appointment and compensation will be based on RA/TA/SA pay standards in the ASEs home academic department such that ASEs shall incur no loss or benefit from appointment to the trainer position. Appointments will be made within two (2) months of ratification of this agreement.
- Preference shall be given to candidates who can commit to at least one academic year.

### Joint training initiative

- A train-the-trainer model will be implemented under which trainers will facilitate the training after an initial period of development and deployment with Safe Campus staff.

Safe Campus will continue to monitor and check-in with trainers as training is deployed.

The characteristics of this model will include:

- Facilitation skill building
- Content familiarization
- Training mock run-through
- First delivery
- Evaluation and modification period
- Updating presentation (continual evolvement)
- Scheduling – signup, communication, etc.

### Delivery of Training

- The University will strongly encourage all incoming ASEs to attend EPIC training.
- An additional two (2) trainings will be conducted each Fall for ASE stewards and union elected leaders.

### Training Size and Duration

- In order to maximize the participant learning experience, sessions will be held with 25 – 50 attendees. Trainings shall be held at the Department or Hiring Unit level for Departments or Hiring Units when enough participants register. When individual Departments or Hiring Units have too few participants to hold their own session, they shall be combined with other similar Departments or Hiring Units. Open sessions will be offered for ASEs who miss their program session offering.
- ASEs who miss their program session offering may attend other sessions as space allows.
- Trainings shall be developed to last three (3) hours.
- Each training shall include time for participants to complete training evaluations. Trainers will analyze participant evaluations and jointly with the University will hold ongoing conversations about how to best adapt and improve the training program.
- ASEs beyond their first year may participate in the training as space is available.

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## Time Off Tracking in Workday

During negotiations for the 2021-2024 successor agreement, the parties reached agreement regarding *Time off tracking in Workday*, effective September 16, 2022.

The parties agree that upon request during Fall Quarter 2021, either party may initiate discussions regarding the process of implementation of requesting, recording, and tracking holidays, vacation, and leaves in Workday, as also identified in Articles 10, 17, and 32.

The parties will agree upon the language the University uses to communicate to departments and hiring units regarding the implementation of requesting, recording, and tracking holidays, vacation, and leaves in Workday. The parties agree to make good faith efforts to produce the

language as described above in order to provide the communication to departments and hiring units prior to Fall Quarter 2022.

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## **Transportation and U-PASS**

During negotiations, the parties reached agreement on the following regarding *Transportation and U-PASS*:

Eligible bargaining unit employees will not be charged a fee for a U-PASS through Spring Quarter 2024.