

**UW – UAW LOCAL 4121  
05/01/2015 – 4/30/2018**

**COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN  
THE BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON  
AND THE  
INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, AFL-CIO AND ITS LOCAL  
UNION 4121  
(ACADEMIC STUDENT EMPLOYEES)**

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 18 - 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 19 - NON-DISCRIMINATION AND HARASSMENT**

Section 1. Non-Discrimination. 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, or membership or non-membership in a union.

Section 2. Sexual Harassment. No employee shall be subjected to discrimination in the form of sexual harassment, currently defined in the University of Washington Handbook (Volume 4, Part 1, Chapter 2) as (1) unwelcome sexual advances or requests for sexual favors 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.

Section 3. The University shall provide ASEs with information about its non-discrimination and harassment policies.

Section 4. Complaints. A discrimination complaint may be filed with the University Complaint Investigation and Resolution Office and/or as a grievance in accordance with Article 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 University Complaint Investigation and Resolution Office.

Section 5. 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 as defined in the University Handbook. 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).

Section 6. 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. If an employee believes they have been subjected to inappropriate behavior the employee may take action as described in Section 4.

Section 7. Lactation. 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 and Union shall meet two (2) times per year in calendar years 2016 and again in 2017 to discuss expanding the number of lactation stations on campus and improving ASE access to Lactation facilities and support.

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 8. 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 and Union shall meet two (2) times per year in calendar years 2016 and again in 2017 to discuss University plans and actions regarding the creation of all-gender bathrooms and/or re-designation/re-purposing of single gender bathrooms in buildings across campus as well as various other ways in which the University can better ensure access of ASEs to all gender bathrooms. The University will complete conversion/construction of twenty-four (24) all-gender bathrooms in buildings in the central core of campus by the end of May 2015. The University anticipates the completion of conversion/construction of two (2) additional all-gender bathrooms by the end of summer 2015.

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

## **ARTICLE 20 – 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 21 – 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.