MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF WASHINGTON

AND

WASHINGTON FEDERATION OF STATE EMPLOYEES, AFSCME COUNCIL 28

MOU - WINDOW WASHER SERIES

Employees in the Window Washer and Window Washer Lead job classifications employed by the University of Washington are represented by the Washington Federation of State Employees (WFSE), in the Union's Campuswide and Harborview Medical Center bargaining units. In order to recruit and retain employees, the parties agree to implement the following modifications to the 2017-2019 Collective Bargaining Agreement:

- Appendix I will be amended to rename the Window Washer job classification in the Campuswide and Harborview Medical Center bargaining units, as Window Washer 1. The Window Washer 1 job classification will remain on "Pay Table BI – Contract Classified WFSE – Represented Regular" (hereafter referred to as Pay Table BI). The salary range of the Window Washer (now called Window Washer 1) job classification will be increased one (1) range from Range 32 to Range 33 on Pay Table BI.
- 2. Appendix I will be amended to create a Window Washer 2 job classification in the Campuswide bargaining unit. The Window Washer 2 job classification will be placed on Range 41 on Pay Table BI. The Union does not waive its rights, nor its position that the Window Washer 2 job classification should be included in WFSE's Harborview Medical Center bargaining unit.
- 3. The salary range of the Window Washer Lead job classification in the Campuswide and Harborview Medical Center bargaining units will be increased eight (8) ranges from Range 35 to Range 43 on Pay Table BI.
- 4. All current WFSE-represented employees in the former Window Washer job classification (now renamed Window Washer 1) in the Campuswide bargaining unit (job code 18534) will be reallocated to the Window Washer 2 job

classification retroactively to July 1, 2017. All reallocated employees will be placed step-for-step on Range 41 on Pay Table BI. The agreement to retroactive pay is not precedent setting, and does not obligate the Employer to pay wages retroactively to any other employees outside this agreement.

- 5. All current WFSE-represented employees in the former Window Washer job classification (now renamed Window Washer 1) in the WFSE Harborview Medical Center bargaining unit (job code 18660) will be reallocated to the new Window Washer 1 job classification effective the first of the pay period following the execution of this agreement.
- 6. All current WFSE-represented employees in the Window Washer Lead job classification in the Campuswide bargaining unit will be reallocated to the Window Washer Supervisor job classification in the Custodial Supervisors bargaining unit, following the certification of the classification by the Washington State Public Employment Relations Commission (PERC). The University and the Union will jointly petition PERC to amend the WFSE Custodial Supervisors bargaining unit to include the Window Washer Supervisor job classification. Upon certification of the Window Washer Supervisor job classification by PERC, the parties will meet to bargain over wages and working conditions of the reallocation of the Window Washer Lead to the Window Washer Supervisor. The University will maintain its higher level duty assignments under Article 45.6 for employees in the former Window Washer (now Window Washer 2) job classification rotating as Window Washer Leads, and in the Window Washer Lead job classification performing supervisory duties, until PERC determines whether to certify the parties' joint Window Washer Supervisor petition.
- 7. The University will pay retroactive wages to WFSE-represented employees back to July 1, 2017 for all employees who were employed in, and remain employed in, the affected Window Washer/Window Washer 1, Window Washer 2, and Window Washer Lead job classifications in the Campuswide bargaining unit, as of the date of this agreement. Retroactive payments will be calculated as the difference between the rate of pay in an employee's new job classification, minus the rate of pay in the employee's former job classification before reallocation, factoring in any additional pay received for work out of class, CEGP steps, overtime and any other compensation. The retroactive wages will be included in the earliest paycheck possible following ratification of this agreement, based on the workloads of the Employer's payroll department. The agreement to retroactive pay is not precedent setting, and does not obligate the Employer to pay wages retroactively to any other employees outside of this agreement.
- 8. The University will comply with all applicable provisions of Article 45 of the Collective Bargaining Agreement, including but not limited to two percent (2%) across-the-board increases on January 1, 2019.

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9. The University will use the following job codes for payroll purposes:

Job Code 18534, Window Washer 1 (WFSE Campuswide), Pay Table BI, Salary Range 33.

Job Code 18660, Window Washer 1 (WFSE Harborview Medical Center), Pay Table BI, Salary Range 33.

Job Code 1XXXX, Window Washer 2 (WFSE Campuswide), Pay Table BI, Salary Range 41.

Job Code 18535, Window Washer Lead (WFSE Campuswide), Pay Table BI, Salary Range 43.

Job Code 18661, Window Washer Lead (WFSE Harborview Medical Center), Pay Table BI, Salary Range 43.

The Union does not waive its rights, nor its position that the Window Washer 2 job classification should be included in WFSE's Harborview Medical Center bargaining unit.

- 10. The parties agree that WFSE-represented employees in the Window Washer 1, Window Washer 2, and Window Washer Lead job classifications will be eligible for assignment pay for any hours worked in an assignment under Article 45.12 of the Collective Bargaining Agreement, and that assignment pay will be paid in addition to the base compensation provided to employees in these job classifications.
- 11. The University and the Union agree to hold a Joint Union/Management Committee meeting specifically for the Campuswide Window Washer job classifications before April 1, 2019, to evaluate the implementation of the April-September 2018 alternative daylight pilot schedule, and to discuss the possibility of adopting alternative schedules in the future.

This Memorandum of Understanding will become effective on the date of the final signature of the parties and/or their authorized representatives, and constitutes the full agreement of the parties.

For the University of Washington:

For WFSE Council 28:

Mark Hansen

Date

Labor Relations Negotiator

Rod Palmquist

12/17/2018

Higher Education Coordinator

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Gene Woodard Date Daniel Jung Director	Date 2018
Allen Vernon	2 <u> </u> 2 8 Date
Justin White	12/12/18 Date
Joe Kitka	Date
dessee Retherford	<u>/ 2 //)</u> // 8 Date
Jon Simmons	12/14/8
John Watson	12/14/18 Date