

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO and its
LOCAL UNION 4121 (UNION)

**MOU – Research Scientist/Engineers 1-4 FLSA and WMWA Overtime Eligibility and
Exemption**

The parties agree to the following:

A. Effective December 26, 2022, the Employer will temporarily increase annual compensation rates to \$65,478.40 for all Overtime Exempt RSEs whose FTE is 100% and are currently paid below this rate. Any salaried RSE who is currently Overtime Eligible will remain in such status and receive the temporary increase. Any RSE may be converted to Overtime Eligible by mutual agreement of the parties. All newly hired RSEs will be paid at least \$65,478.40 until the expiration of this MOU.

~~A. The Employer will conduct the same evaluation process it has done for the past forty years to determine positions that are covered by Fair Labor Standards Act (FLSA) and Washington State Minimum Wage Act (WMWA) Overtime Regulations.~~

B. FTE changes will be made in accordance with the parties' Status Quo Agreement July 27, 2022.

~~C. Employees moving from Overtime Exempt to Overtime Eligible will be provided written expectations on time tracking and instructions on how to track time.~~

~~D. Employees moving from Overtime Exempt to Overtime Eligible will be provided written expectations and requirements for overtime approval.~~

~~E. The Employer will provide the Union a list of employees who moved from Overtime Exempt to Overtime Eligible effective December 26, 2022.~~

~~F. The current Professional Staff Program rules around Compensation, Overtime Eligibility, and Time Off and Holidays will apply to Employees moving from Overtime Exempt to Overtime Eligible until otherwise bargained.~~

G. The MOU will expire on February ~~January~~ 15, 2023, or when the parties have reached a ratified collective bargaining agreement, whichever happens sooner. The parties may also extend the MOU by mutual agreement.

Agreed To:

For the Union:

For the Employer:

Date:

Date: