

## ARTICLE XX – CLASSIFICATION AND RECLASSIFICATION

**XX.1.** The Employer will allocate positions on a “best fit” basis to the most appropriate classification at the University of Washington. ~~Allocations~~ Classifications shall be based on a position’s duties, responsibilities, or qualifications.

**XX.2.** ~~Reallocations~~ Reclassifications shall be based on an ~~permanent ongoing~~ permanent and substantive change in the duties, responsibilities, or qualifications of a position or ~~a change in RCW 41.06.070(2) that changes the~~ and/or application of the professional exemption criteria ~~to a position~~ set forth in RCW 41.06.070(2). In determining whether reclassification is appropriate, the employer shall evaluate these changes using processes and documents that identify core competencies, including but not limited to the RSE Questionnaire, RSE Career Path Guidelines, and Class Specifications.

**XX.3.**

- A.** Should the Employer decide to create, eliminate or modify class specifications which do not involve a major restructure to the overall classification system, it will notify the Union in advance of implementing the action. ~~Notification will include the proposed classification and salary and~~ Notification will include the bargaining unit status of the classification and, for a newly created or modified classification considered to be in the bargaining unit, a proposed salary. Notification will occur at least forty-five (45) days in advance of any proposed implementation date. ~~The parties agree to bargain regarding the creation, elimination, or modification of any bargaining unit class specifications upon request.~~ The Union may bargain over the salary and impacts of the Employer’s decision.
- B.** All new Research Scientist/Engineer Assistant, 1, 2, 3 and 4 (RSE A-4) ~~non-supervisory~~ class specifications will be ~~considered~~ included in the bargaining unit, unless exempted by law. UW HR will follow RCW 41.56.21 to determine whether a new classification is prohibited by law from being in the bargaining unit. If a new RSE A-4 non-supervisory position is not prohibited from being in the bargaining unit by RCW 41.56.21, it will be considered bargaining unit work. For work that is permitted to be in the bargaining unit, a new bargaining unit class specification may be created or the position may be assigned to an existing bargaining unit job class specification. The Union may bargain over the salary and impacts of the new classifications.
- C.** ~~Within thirty (30) calendar days following implementation of the Employer’s decision to create or combine classifications per this article, or modify class specifications for bargaining unit positions, the Union may file an appeal with the Classification Review Hearing Officer selected under this article of this contract,~~

to determine if the salary assigned to the classification is appropriate. Nothing in this section shall be considered to be a waiver of the rights of either party.

~~XX.4.~~ The Union may, at any time, propose a new classification or edits to an existing classification with appropriate justification. These proposals will be reviewed by the UWHR Compensation Office which will accept, reject, or modify any proposal. The Union and the UWHR Compensation Office will meet and discuss the proposal within sixty (60) days. This review is not grievable.

**XX.54. ~~Position Review and Salary Adjustment Review Process:~~**

- A. ~~The Employer or employee, an employee, an employee representative, or a group of employees~~ may request that a position be reviewed when the requesting party believes that the basis of its request has become a permanent requirement of the position. a position review that a position be reviewed when a significant or gradual substantive change in an employee's on-going duties or responsibilities occurs. A position review can be initiated by the appointing authority, manager, supervisor, or employee but requires:
  - i. ~~Pre-approval by the supervisor, the department/division head, and the appointing authority (dean or vice president or medical center CEO/COO); and A~~ a current performance evaluation (completed within the previous twelve (12) months) is required to support the recommendation for salary adjustments. Employees may not request that a position be reviewed more often than once every six (6) months.
- B. ~~The Employer, an employee, an employee representative, or a group of employees may request a salary adjustment review.~~
- C. ~~The request must be complete and in writing on forms provided by the Employer. jointly created by the Union and the Employer.~~
- D. ~~The UWHR Compensation Office will investigate the position and issue a written response to the employee and Union within sixty (60) thirty (30) calendar days from receipt, by Human Resources, of the completed request. The response will include notification of the class and salary assigned based on the guidelines outlined in Article XX: Compensation and UWHR's reasoning supporting both the reclassification and salary decisions, reasons the reclassification was approved and when the position is reclassified, or notification of the reasons the position does not warrant reclassification when the request is not approved.~~
- E. ~~The effective date of the approved reclassification and/or salary adjustment shall be no later than the date of completion of performance evaluation unless otherwise agreed upon by employee.~~ classifications or reclassifications initiated by the Employer shall be determined by the Employer. The effective date of a reclassification resulting from an employee request for position review will be established as the 1<sup>st</sup> or the 16<sup>th</sup> of the month which precedes the date that the completed request was filed with UWHR Compensation Office or the employee's

direct supervisor or department, whichever date is earliest. The date of receipt must be appropriately documented.

**XX.6. Position Review Appeal Process:**

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

- ~~**A. Hearing Officer.** The Hearing Officer shall be jointly selected by the parties within thirty (30) days of the execution of this contract and shall serve for a minimum of one (1) year from the date of selection. At that time the parties may choose to re-appoint the Hearing Officer or select a different Hearing Officer who will also serve for a minimum of one (1) year from date of selection.~~
- ~~**B. Hearings.** The Hearing Officer shall hold hearings on a quarterly basis unless there are no appeals to hear or the parties agree to pend any open appeals. All materials considered in the position review shall be submitted to the Hearing Officer prior to the hearing and neither party will submit evidence at the hearing that was not submitted during the position review. The Hearing Officer shall endeavor to hold multiple hearings each day, and shall issue a concise decision which shall be final and binding. The Hearing Officer shall have no authority to alter the terms and conditions of this contract. Employees may be represented by the Union at the hearing. The Hearing Officer's fees and expenses shall be shared equally by the parties.~~