

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 shall be based on a position’s duties, responsibilities, or qualifications.

XX.2. Reallocations shall be based on a permanent and substantive change in the duties, responsibilities, or qualifications of a position **or** application of the professional exemption criteria set forth in RCW 41.06.070(2).

XX.3.

- A.** Should the Employer decide to create, eliminate or modify class specifications which does 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 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 Union may bargain over the salary.

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 for new classifications.

- B.** 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.

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.5. Position Review Process:

- A.** The Employer 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 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
 - ii.** A current performance evaluation (completed within the previous twelve (12) months) is required to support the recommendation for salary adjustments.
- B.** The request must be complete and in writing on forms provided by the Employer.
- C.** The UWHR Compensation Office will investigate the position and issue a written response within sixty (60) calendar days from receipt, by Human Resources, of the completed request. The response will include notification of the class and salary assigned when the position is reclassified, or notification of the reasons the position does not warrant reclassification when the request is not approved.
- D.** The effective date of classifications or reclassifications initiated by the Employer shall be determined by the Employer.

XX.6. Position Review Appeal Process.

- A.** 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.
- B. 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.
- C. 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.