

Summary of WFSE-UW 2019-2021 Agreement

CONTRACT PROVISION	SUMMARY OF CHANGES
Preamble	No changes: The parties agreed to maintain existing contract language.
Article 1 - Union Recognition	No changes: The parties agreed to maintain existing contract language.
Article 2 - Nondiscrimination	Updates: New language points to the corresponding UW Executive Order for a definition of sexual harassment. New language states that a grievance alleging a violation of the non-discrimination article must be submitted within 180 days of an alleged occurrence, and when a grievance or complaint is filed, the University will implement interim measures as appropriate.
Article 3 - Reasonable Accommodation of Employees with Disabilities	Updates: New language was added in line with recent law changes regarding pregnancy accommodations. New language states that the Employer will attempt to find opportunities for modified duty that can be offered to an employee in lieu of and/or after disability leave. If requests for modified duty are denied, upon request, the Employer will provide the modified duty options that were considered and reason(s) for denial.
Article 4 - Workplace Behavior	Updates: New language states that at no time will bullying be accepted as workplace behavior, and a definition of bullying is provided.
Article 5 - Affirmative Action	No changes: The parties agreed to maintain existing contract language.
Article 6 - Grievance Procedure	Updates: New language increases the amount of time the Employer has to respond in writing after a Step Two grievance meeting from fifteen to thirty days. The timeline to file a grievance involving the contracting out article was reduced from sixty to forty-five days. New language states that either party may elect to skip Step One of the grievance procedure and move to Step Two when a group grievance affecting five or more grievants is filed.
Article 7 - Employee Rights	Housekeeping edits only

Summary of WFSE-UW 2019-2021 Agreement

Article 8 - Employee Facilities	No changes: The parties agreed to maintain existing contract language.
Article 9 - Hours of Work and Work Schedules	Updates: New language states that employees will be allowed to bid on vacant shifts by departmental seniority in accordance with departmental policy/procedure. Bids may be restricted to the employee’s working unit.
Article 10 - Overtime	Updates: New language clarifies that an employee’s unused compensatory time balance will be cashed out every June 30 or when the employee leaves University employment. It may also be cashed out when the employee transfers within their department to a position with a different funding source, or transfers to a position in another department.
Article 11 - Training and Professional Development	No changes: The parties agreed to maintain existing contract language.
Article 12 – Licensure and Certification	Updates: New language states that individual departments may reimburse employees for maintenance and renewal costs of a license and/or certification, as determined by the Employer.
Article 13 - Tuition Exemption Program	Housekeeping edits only
Article 14 - Hiring, Appointment, Promotions, and Transfers	<p>Updates: New language summarizes the current time off accrual process for employees working during a cyclic leave of absence.</p> <p>Language was eliminated that stated fixed duration appointments may only be used to fill leave of absence and/or temporary projects.</p> <p>New language clarifies that employees who transfer, promote, move laterally, or voluntarily demote will extend their trial service period on a day-for-day basis for any leave taken except for military service. Both the trial service requirements and reversion rights apply to employees accepting positions represented by a different Union.</p> <p>New language states that if an appointment is ended, upon request, the Employer will provide the employee a written explanation.</p>

Summary of WFSE-UW 2019-2021 Agreement

Article 15 - Inter-System Movement	<p>No changes: The parties agreed to maintain existing contract language.</p>
Article 16 - Holidays	<p>Updates: New language clarifies current practice that, in order to be paid for a holiday not worked, an employee must be in paid status for at least four hours on the last scheduled work shift preceding the holiday. Time spent in temporary layoff is considered time in paid status.</p> <p>New language states that employees can use holiday credit if a holiday falls on an employee’s regular work day and the shift is more than eight hours (along with other leave types already listed in the article).</p>
Article 17 - Vacation Leave	<p>Updates: New language reduces the amount of time the Employer has to respond to a supplemental vacation request from fourteen to seven days.</p> <p>New language will require the Employer to provide a response in writing for vacation leave denials.</p> <p>Language was updated to more clearly describe the current policy around vacation leave maximums and exceptions for when a vacation leave balance can exceed 240 hours.</p>
Article 18 - Sick Leave	Housekeeping edits only
Article 19 - Voluntary Employee Beneficiary Associations	<p>No Changes: The parties agreed to maintain existing contract language.</p>
Article 20 - Miscellaneous Leave	<p>No Changes: The parties agreed to maintain existing contract language.</p>
Article 21 – Federal Family Medical Leave Act and Parental Leave	<p>Updates: Removed the cap on interspersing so that an employee can continue using eight hours of accrued leave per month for continuation of employer-paid health care benefits for the duration of an approved leave of absence (instead of being capped at six months with the current language). The interspersed paid leave will be applied to the first working day of the month.</p> <p>Holiday credit was added to the list of allowable leave types for parental leave.</p>

Summary of WFSE-UW 2019-2021 Agreement

Article 22 - Child/Dependent Care	No Changes: The parties agreed to maintain existing contract language.
Article 23 - Shared Leave	Updates: Language throughout this article was updated to reflect the existing and new Washington State law. The list of reasons an employee may use shared leave was updated to include sickness or temporary disability due to a pregnancy-related medical condition or miscarriage, and parental leave for a period of up to sixteen weeks after birth or placement.
Article 24 - Unpaid Holidays for a Reason of Faith or Conscience	No Changes: The parties agreed to maintain existing contract language.
Article 25 - Leave Due to Family Care Emergencies	Updates: The article was updated to include family care, including a definition for elder care emergencies in accordance with state law. The list of allowable leave types for a family care emergency was supplemented to include personal holiday.
Article 26 - Civil/Jury Duty Leave and Bereavement Leave	Updates: New language added holiday credit and personal holiday as leave types that can be used for bereavement beyond the three-day leave period. New language states that employees assigned to work the night shift who are scheduled to work the day before and the day of civil duty leave may also utilize time off for all or a portion of their shift not covered by civil duty leave. Employees may also request to change their schedule to accommodate civil duty leave.
Article 27 - Leave Related to Domestic Violence, Sexual Assault or Stalking	Updates: New language states that the University will grant reasonable safety accommodations to victims (in addition to, or instead of time off, which was already in the contract) in accordance with state law.
Article 28 - Inclement Weather and Suspended Operations	Updates: New language added holiday credit as a leave type that can be used for time off related to inclement weather or suspended operations. New language details the order in which an employee may use paid leave and unpaid leave for suspended operations.

Summary of WFSE-UW 2019-2021 Agreement

<p>Article 29 - Military Leave</p>	<p>Updates: New language states that if an employee is scheduled to work a shift that begins on one calendar day and ends on the next, the employee is charged military leave only for the first calendar day.</p> <p>New language added holiday credit as a leave type that can be used for military leave.</p>
<p>Article 30 - Work Related Injury Leave</p>	<p>Updates: New language states that the Employer will follow the relevant laws and policies related to the Worker’s Compensation Program and return-to-work program.</p> <p>New language states that the Employer will attempt to find opportunities for modified duty that can be offered to employees in lieu and/or after disability leave. If requests for modified duty are denied, the Employer, upon request, will provide the modified duty options that were considered and reason(s) for denial electronically or in writing.</p>
<p>Article 31 - Health & Safety</p>	<p>No Changes: The parties agreed to maintain existing contract language.</p>
<p>Article 32 - Uniforms and Special Clothing</p>	<p>Updates: New language states that as determined by the Employer, individual departments may reimburse employees up to \$100.00 per year for protective footwear meeting the performance certain requirements of ASTM F2413-11 if required as personal protective equipment. This provision applies to Seattle Main Campus Facilities Only.</p> <p>New language states that the Employer will repair or replace employer provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees are accountable for equipment and/or tools assigned to them and will maintain them in a clean and serviceable condition. Employees who misuse, vandalize, lose or damage state property may be subject to disciplinary action. Employees will be required to return all Employer provided tools, equipment (i.e., electronic equipment, badges, etc.) and foul weather gear upon separation from employment. In those cases where an employee fails to return the provided tools, equipment and/or foul weather gear, the Employer may deduct the value of the items from the employee’s final pay.</p>
<p>Article 33 - Transportation and Commute Reduction</p>	<p>No Changes: The parties agreed to maintain existing contract language.</p>

Summary of WFSE-UW 2019-2021 Agreement

Article 34 - Performance Evaluation	Updates: New language states that implementation of alternative performance evaluation models will be an appropriate topic for JLMs. New language clarifies current evaluation practices for the Medical Centers who complete evaluations in Workday.
Article 35 - Personnel Files	No Changes: The parties agreed to maintain existing contract language.
Article 36 - Corrective Action/Dismissal	Housekeeping edits only
Article 37 - Employee Assistance Program	No Changes: The parties agreed to maintain existing contract language.
Article 38 - Seniority, Layoff, Rehire	No Changes: The parties agreed to maintain existing contract language.
Article 39 - Resignation and Abandonment	No Changes: The parties agreed to maintain existing contract language.
Article 40 - Mandatory Subject	<p>Updates: The article was updated to include language stating that a valid request to bargain must include at least three available dates and times to meet.</p> <p>Holiday credit was added to the list of allowable leave types that can be used for release time beyond the paid release time currently allowed for up to four employee representatives scheduled to work during the time meetings or negotiations are being conducted.</p>

Summary of WFSE-UW 2019-2021 Agreement

<p>Article 41 - New Employees</p>	<p>Updates: The article was updated to incorporate language from the 17-19 new employee MOU stating that the Employer will continue to offer a regularly scheduled in-person all day new employee orientation by POD (Welcome Day, which is mandatory for new Seattle main campus employees).</p> <p>New language states that if an employee does not attend orientation, the Employer will provide the Union access during regular work hours within ninety days of employment, for no less than 30 minutes, at the employee’s regular worksite.</p>
<p>Article 42 - Union Activities, Rights, and Stewards</p>	<p>Updates: New language establishes an order for use of paid leave for Union business activities.</p> <p>New language states that delegates and WFSE members may use state owned/operated equipment to communicate with the Union and Employer for administering the collective bargaining agreement, and not in a manner prohibited by the Executive Ethics Board.</p> <p>New language details the information request process for submittal to Labor Relations, and explains what happens if the Employer believes a request is unclear and/or unreasonable.</p>
<p>Article 43 - Joint Union/management Committees</p>	<p>Updates: New language states that quarterly JLMs will be scheduled for the following four departmental groups:</p> <ol style="list-style-type: none"> 1) UW Seattle Campus Facilities Services 2) Housing and Food Services 3) UW Medical Center 4) Harborview Medical Center <p>JLMs for Bothell and Tacoma campuses will be scheduled as needed, upon mutual agreement.</p> <p>Agenda items must be provided at least fifteen days in advance of the meeting or either party may cancel.</p> <p>Ad hoc JLMs for individual departments and/or to address a specific workplace issue will be formed and scheduled upon request of either party.</p>

Summary of WFSE-UW 2019-2021 Agreement

Article 44 - Classifications and Reclassification	<p>No Changes: The parties agreed to maintain existing contract language.</p>
Article 45 - Compensation, Wages and Other Pay Provisions	<p>Updates: The parties agreed to increase wages across-the-board by 2% on July 1, 2019 and 2% on July 1, 2020.</p> <p>New language will result in an increase to the standby premium from \$3.00 to \$3.75 for Healthcare/Professional Technical Classifications, and from \$1.00 to \$2.00 per hour for other eligible job classes.</p> <p>New language will result in an increase to the preceptor premium for Surgical Technologists from \$1.00 to \$1.50 per hour.</p> <p>The MOU regarding Custodian Compensation from the 2017-19 CBA was eliminated and the applicable language was moved to Article 45 – Compensation, without substantive changes.</p>
Article 46 - Health Care Benefits Amounts	<p>Updates: New language states that if the PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.</p> <p>New language states that, during January 2020 and again in January 2021, the Employer will make available two hundred fifty dollars in a medical flexible spending arrangement (FSA) account for each bargaining unit member with an annual full-time base salary of \$50,004 or less on November 1 of the year prior to the FSA funds disbursement.</p>
Article 47 - Contracting	<p>Updates: New language states that the University will not contract out work which results in the layoff of bargaining unit employees. If contracting out work is deemed necessary that does not result in layoff, the Employer will not contract out such work for the purpose of avoiding overtime, not filling vacancies, or eroding the bargaining unit.</p>
Article 48 - Staffing Concerns	<p>No Changes: The parties agreed to maintain existing contract language.</p>
Article 49 - Privacy	<p>No Changes: The parties agreed to maintain existing contract language.</p>

Summary of WFSE-UW 2019-2021 Agreement

Article 50 - No Strike/Lockout	No Changes: The parties agreed to maintain existing contract language.
Article 51 - Board of Regents	No Changes: The parties agreed to maintain existing contract language.
Article 52 - Trades Apprenticeship Program	Updates: New language states that if the Employer establishes a Trades Apprenticeship program, it will be formed as outlined further in the relevant contract provision.
Article 53 - Trades Supplemental	The parties eliminated an outdated article
Article 54 - Subordination of Agreement and Saving Clause	No Changes: The parties agreed to maintain existing contract language.
Article 55 - Contract Publication	Housekeeping edits only
Article 56 - Union Membership, Fair Share and Dues Deduction	No Changes: The parties agreed to maintain existing contract language.
Article 57 - Management Rights and Responsibilities	No Changes: The parties agreed to maintain existing contract language.
Article 58 - Duration	Updates: The contract cycle will be in effect from July 1, 2019 through June 30, 2021.
Article 59 - Drug Testing	No Changes: The parties agreed to maintain existing contract language.
Article 60 - Represented Regular Temporary Employees	Housekeeping edits only

Summary of WFSE-UW 2019-2021 Agreement

Appendix I - Job Classifications	Housekeeping updates: The parties agreed to housekeeping updates to the contract's list of job profiles.
Appendix II - Differentials	Housekeeping updates: The parties agreed to housekeeping updates to the contract's list of job profiles and differentials.
Appendix III - Overtime Exempt Job Classifications	Housekeeping edits only
Appendix IV - Layoff Seniority Units	No Changes: The parties agreed to maintain existing contract language.
Appendix V - Pay Tables	Housekeeping updates: The parties will update pay tables per the contract terms.
MOU - Scholarship Fund for Medical Center Employees	No changes: The parties agreed to extend the MOU for the 2019-21 contract term.
MOU - Surgical Technologists	No changes: The parties agreed to extend the MOU for the 2019-21 contract term.
MOU - Hospital Central Services Technicians	No changes: The parties agreed to extend the MOU for the 2019-21 contract term.
MOU - Infection Control Premium-Consolidated Laundry	No changes: The parties agreed to extend the MOU for the 2019-21 contract term.
MOU - Leave of Absence WFSE President	Updates: The parties agreed to extend the MOU for the 2019-21 contract term. New language states that if an employee is serving as either the President or Vice President of AFSCME/WFSE Council 28 on the expiration date of the agreement, the terms and conditions would extend until the end of the thirty-six month leave of absence.

Summary of WFSE-UW 2019-2021 Agreement

MOU - Public Record Requests and Privacy	No changes: The parties agreed to extend the MOU for the 2019-21 contract term.
Side Letter B - Public Transportation Delays	Updates: New language states that any unforeseen or unavoidable delays in public transportation would be rarely occurring. New language states that the Employer may require employees to provide proof or documentation of the unforeseen or unavoidable incident.
New Article – Washington Family Medical Leave Program	New provision: The Washington State Family and Medical Leave Program goes into effect beginning January 1, 2020 and the parties agree that eligibility for and approval of leave under the program shall be in accordance with the relevant law. The Employer will adhere to the remainder of the provisions outlined in the law.
New MOU – Adequate Lunch Space	New provision: The parties agreed that the access to adequate lunch space is an appropriate topic for a JLM, which can be requested in accordance with the relevant contract provision. If either party requests a departmental JLM to discuss adequate lunchrooms (breakrooms) for employees, the parties will meet within sixty days.
New MOU – King County Premium Pay	<p>New provision: The parties agreed to implement an additional 2% locality adjustment on July 1, 2019 and a 2% locality adjustment on July 1, 2020, both contingent upon the state appropriating new, permanent state funding from a non-University source to cover the full cost, including marginal benefit funding, for all employees regardless of funding source.</p> <p>By January 1, 2020, the parties will meet to discuss the Employer’s long range budget plan including funding for classified employee compensation.</p>
New MOU – Truck Driver Series Recruitment and Retention Increases	New provision: The parties agreed to provide increases of one pay range for Truck Driver 2’s and Leads, effective July 1, 2019. Employees will be placed on the new range at their current pay step.

Summary of WFSE-UW 2019-2021 Agreement

<p>New MOU – EVS Custodians Work Schedule and Premium at UWMC</p>	<p>New provision: The parties agreed that UWMC will not mandate schedule changes to require weekend work for current custodian employees hired before October 14, 2018 in UWMC EVS. Employees hired after October 14, 2018 (the date of Union notification of the new schedule) working the every other weekend schedule will continue to do so. Upon ratification the Employer may seek volunteers from the pool of current custodial employees in UWMC EVS to move to the every other weekend schedule – a two week schedule which includes alternating weekend work and an 8/80 work period.</p> <p>No later than March 16, 2019, permanent UWMC EVS custodians and UWMC EVS Custodian Supervisors who work weekend hours as part of their regularly scheduled work week will receive a \$1.50 weekend premium for all regular hours worked on a weekend. No volunteer custodial employees will move to the every other weekend schedule before the weekend premium pay is in effect.</p>
<p>New MOU – Hospital Assistant Series and Patient Care Technician Recruitment and Retention Wage Increases</p>	<p>New provision: The parties agreed to provide increases of five pay ranges for Patient Care Technicians, Hospital Assistants, and Hospital Assistant Leads, effective July 1, 2019. Employees will be moved to their current pay step on the new range.</p>
<p>New MOU – Legislative Approval and Funding</p>	<p>New provision: The parties agreed that the 2019-2021 UW-WFSE CBA requires both legislative ratification and funding, in addition to the legislature amending RCW 41.80 in a similar way to the amendments made for the 2015-2017 biennium. Contract funding must be consistent with funding that would have been provided had the contract been submitted by the October 1 deadline.</p>
<p>New MOU – Library Series Recruitment and Retention Wage Increases</p>	<p>New provision: The parties agreed to provide increases of two pay ranges for the Library Specialist and Technician series, effective July 1, 2019. Employees will placed on the new range at their current pay step.</p>
<p>New MOU – Lump Sum Payment</p>	<p>New provision: The parties agreed to a lump sum payment of \$100 for employees in active permanent appointments on July 1, 2019 of .75 FTE or above, and \$50 for employees in active permanent appointments below .75 FTE.</p>

Summary of WFSE-UW 2019-2021 Agreement

New MOU – Mental Health Practitioners Recruitment and Retention Wage Increases	New provision: The parties agreed to provide increases of five pay ranges for Mental Health Practitioners, effective July 1, 2019. Employees will be placed on the new range at their current pay step.
New MOU – House Bill 2669	New provision: The parties agreed to meet and discuss possible amendments to the collective bargaining agreement after civil service rules are amended following the passing of a recent House Bill that removed the exemption of part-time employees from state civil service rules.
New MOU – Pay Table Parity	New provision: The parties agreed to pay table parity effective July 1, 2019 between WFSE and SEIU 925 as outlined within the MOU.
New MOU – Salary Overpayment Recovery	New provision: The parties agreed to language that outlines the process followed when the Employer has determined that an employee has been overpaid wages.
New MOU – Skilled Trades Job Classifications Recruitment and Retention Wage Increases	New provision: The parties agreed to provide increases of one pay range for all classifications in the WFSE skilled trades bargaining unit, effective July 1, 2020. Employees will be placed on the new range at an available pay step nearest to but not less than their current rate of pay, not to exceed the top automatic step.
New MOU – Vacation Time Off Calendar	New provision: The parties agreed that if a department maintains a vacation time off calendar indicating days taken and/or available for vacation time off, the calendar will be made available to employees to facilitate the supplemental vacation time off process.
New MOU – Surgical Technologist Recruitment and Retention Wage Increases	New provision: The parties agreed to provide increases of two pay ranges for Surgical Technologists, effective July 1, 2019. Employees will be placed on the new range at the step closest to but not less than their current rate of pay, plus one step.
New MOU – Pay Table BK	New provision: The parties agreed that the Employer will move Dietary Unit Aides from pay table BK at pay range 1 to pay table B0 at pay range 0, effective July 1, 2019. Employees will be moved to the pay step on the new range that is closest to but not less than their current pay. Pay table BK will be inactivated.

Summary of WFSE-UW 2019-2021 Agreement

<p>New Side Letter – City of Seattle Minimum Wage</p>	<p>New provision: The parties agreed that contract classified pay tables will be updated to reflect the current Seattle minimum wage after an across-the-board increase or a minimum wage adjustment made by the City of Seattle. Steps falling below the new minimum wage will be inactivated and employees will be moved, if needed, to the new minimum step of the range.</p>
<p>New Side Letter – UW Seattle Campus Building Services Alternative Work Schedules</p>	<p>New provision: The parties agreed that upon request from the Union, a meeting would be scheduled to discuss the possible implementation of an alternative schedule pilot for building services. The discussion may also include issues related to crews and classifications, workload, open run assignments, zone assignments, etc.</p>
<p>New Side Letter – HMC EVS Uniforms</p>	<p>New provision: The parties agreed that the Employer will discontinue the use of the present black and grey polyester uniforms for custodial staff as soon as possible, and no later than April 1, 2019. The Employer will replace discontinued uniforms with scrub uniforms of a cotton/polyester blend and clean at no cost to the employees.</p>
<p>New Side Letter – Seattle Campus Custodian Parking</p>	<p>New provision: The parties agreed that the Employer will apply the swing shift Single Occupancy Vehicle parking rate to custodians, custodian leads, and maintenance custodian 1s working on the UW Seattle campus with a 5:00 am to 1:30 pm shift.</p>
<p>New Side Letter – Diversity and Inclusion</p>	<p>New provision: The parties agreed to the following:</p> <p>On an annual basis, the Union will receive a copy of OMA&D’s assessment report on University-wide diversity metrics for the Board of Regent’s Diversity, Equity, and Inclusion subcommittee.</p> <p>The Employer will include a content module on implicit bias and the hiring process during the University’s Strategic Leadership Program (SLP) for managers and supervisors with at least one direct report. Annually, the Employer will distribute an electronic copy of the existing Staff Diversity Hiring Toolkit to all managers and supervisors of bargaining unit employees.</p> <p>On an annual basis, the Employer will provide the Unions with a list of trainings and courses offered to staff the year prior centered on aspects of diversity, equity, and inclusion. The list will include a headcount for each offering, indicating the number of participants registered, by department.</p> <p>The Union will select one member to be appointed to the University of Washington Diversity Council.</p>

Summary of WFSE-UW 2019-2021 Agreement

	<p>On an annual basis, the Employer will provide the Union with a report on employee participation levels in Facilities relative to cultural responsiveness or cultural competency training, and manager training in implicit bias, equity, cultural responsiveness, and hiring best practices. The progress report would include an update on Facilities' efforts to include under-represented minority members and/or women in hiring committees or interview panels.</p> <p>The Employer will create a position in UW Human Resources Recruitment dedicated to designing, developing, and implementing innovative outreach programs using diversity and inclusion best practices in support of UW's strategic initiatives.</p>
<p>New Side Letter – Tracking Diversity and Bias</p>	<p>New provision: The parties agreed that annually the Employer will email all bargaining unit employees information regarding the availability and purpose of the University's bias incident reporting tool as an avenue to report incidents of suspected bias.</p> <p>On an annual basis, the following groups will prepare an assessment report which will, at a minimum, include information quantifying reports of discrimination, harassment, and retaliation. An electronic copy of each report will be made available to the Union.</p> <ul style="list-style-type: none"> i. UCIRO ii. Safe Campus iii. Title IX Investigation Office iv. UW Human Resources Campus Operations Investigations v. UW Medical Centers Human Resources Operations Investigations
<p>New Side Letter – U-PASS</p>	<p>New provision: The parties agreed that, effective July 1, 2019, bargaining unit employees will not be charged a fee for a U-PASS for the duration of the collective bargaining agreement.</p>
<p>New Side Letter – Workday Rosters</p>	<p>New provision: The parties agreed that within 120 days of contract ratification, the parties will meet to discuss and complete any necessary updates to the contract provisions regarding Union rosters.</p>