

## Summary of UWHA-UW 2020-2022 Collective Bargaining Agreement

CONTRACT PROVISION	SUMMARY OF CHANGES
Article 1 - Childcare	<p><b>Updates:</b> New language states that Childcare center enrollment eligibility and priority is outlined in APS 51.1.</p> <p>New language states that the University distributes funds no more than two times annually from the Resident Childcare fund (RCF).</p> <p>New language states that residents will receive priority access to KinderCare childcare centers and the enrollment fee partially waived.</p> <p>New language clarified that residents pay the current vendor registration fee for back-up and sick child care. Residents with dependents are eligible for the University’s existing sick and back-up childcare programs and childcare discounts through The Whole U program.</p>
Article 2 – Committee Memberships and Hospital Committee	<p><b>Updates:</b> The list of existing committees was updated. New language states that GMEC and GMEC Policy Subcommittee will include the UWHA president or designee and three peer-selected residents. Upon 24-hour notice to the committee chairperson, substitutions may be designated for all committees except for GMEC.</p> <p>Specifically regarding GMEC, the UWHA may appoint one substitute designee each academic year and if both the UWHA representative and the substitute cannot attend, another UWHA Board Member may be allowed to attend with 24-hour notice and if mutually agreed upon with the GMEC Chair.</p> <p>New language states that compliance with a program’s leave policy, all UWHA and peer-appointed resident/fellow committee members shall be granted an excused absence(s) from regular clinical or scholarly duties to attend the respective committee meeting.</p>
Article 3 - Definitions	<p><b>Updates:</b> A definition of “accredited” was added. The definition of “dentist” was eliminated, and for the purposes of the CBA, “resident” includes both physicians and dentists.</p> <p>New language states that an appointment level is defined as the level at which a resident is paid for a specific period of time.</p>

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Article 4 – Disciplinary Action and Just Cause	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 5 – Dues Deductions, Fair Share, and UWHA Membership	<p><b>Updates:</b> New language states that UWHA may write an introductory document available to candidates on the GME website, subject to Employer approval. The Employer will provide a copy to of the document to programs, who may include it in initial interview packets.</p> <p>New language states that the Employer and UWHA will jointly perform a detailed audit in July of 2020 to ensure that former members are removed from dues deduction. Upon notification from UWHA, the Employer will remove any nonmembers from dues deduction, if they are found in error.</p>
Article 6 – Fringe Benefits	<p><b>Updates:</b> New language states that mandatory orientation activities prior to the start of an appointment will be paid at the respective appointment level.</p> <p>New language states that the Employer will increase the meal reimbursement to \$10 per meal beginning July 1, 2020.</p> <p>New language states that Residents will make every effort to schedule wellness appointments at times when their absence will not impact patient care. In accordance with ACGME common program requirements, residents must be given the opportunity to attend medical, mental health, and dental care appointments, including those scheduled during their working hours.</p> <p>New language states that residents will be provided access at no cost for laundry of required physician lab coats.</p> <p>New language states that residents will have the same access to exercise equipment as other employees at training sites operated by the Employer.</p>

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<p>Article 7 – Grievance Procedure</p>	<p><b>Updates:</b> New language outlines the contents to be included in a written grievance. Grievances out of the same set of facts may be consolidated by written agreement, and a grievance may be withdrawn by the Union in writing at any time.</p> <p>New language states that when possible, the 60-day period following an occurrence giving rise to a grievance should be used to attempt to informally resolve the dispute and the union steward or staff representative will indicate when it is an attempt.</p> <p>New language states that a grievance can start on Step Two if it pertains to a bargaining unit wide issue. Additionally, UWHA can decide to skip Step One. Upon mutual agreement, Step Two or Three may be skipped.</p> <p>New language in Step Three requires that the Union will indicate on the appeal if they are requesting the Grievance Committee or Mediation, and the parties must mutually agree in order to utilize the committee process.</p> <p>New language states that the parties will utilize an existing panel of arbitrators for Step Four arbitrations.</p>
<p>Article 8 – Health and Safety</p>	<p>Housekeeping edits only</p>
<p>Article 9 – Housestaff Advisory Committee</p>	<p><b>Updates:</b> New language clarifies that the parties will not discuss grievances and/or individual concerns at committee meetings.</p>
<p>Article 10 – Leave – Bereavement</p>	<p><b>Updates:</b> New language clarifies that up to two additional days of bereavement leave may be granted if significant travel is required.</p>

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Article 11 – Leave - Extended	<p><b>Updates:</b> This article will be renamed to “Washington Family Medical Leave Program (PFML).”</p> <p>New language outlines the current PFML conditions, including details regarding healthcare benefits, , and notice requirements. Employees can now use supplemental benefits during PFML, to include sick leave, vacation leave and personal holiday.</p> <p>New language states that residents working at a training program outside of the state of Washington who are not eligible for PFML and are not covered by a similar state-paid sick leave program may be eligible for paid extended leave.</p>
Article 12 - Leave - Holidays	<p><b>Updates:</b> New language states that programs will try to schedule official holidays free from resident responsibilities. Residents not scheduled to work on a holiday are not required to utilize any other type of paid time off for the holiday.</p> <p>New language states that unless requested by the resident, use of the paid personal holiday will not be substituted for other leave types. If unused in a calendar year, the personal holiday is forfeited and not paid at separation. It will be the employee’s responsibility to schedule the personal holiday before December 31. If the request is made before the end of the calendar year according to the employer’s leave procedures, and is denied, the employee is entitled to carry over the personal holiday to the next calendar year.</p>

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<p>Article 13 - Leave - Miscellaneous</p>	<p><b>Updates:</b> New language states that parental leave is defined as up to four months of leave but may be extended up to 6 months, including time covered by FMLA during the first year after a child's birth or placement. Leave beyond the period covered by FMLA may only be denied due to operational necessity. Extensions beyond 6 months may be approved by the Employer. While on parental leave residents may use a combination of up to 18 weeks of sick, paid holiday, and/or unpaid time off, and may utilize PFML.</p> <p>New language includes that pregnant residents may request accommodation through their Program Director or by contacting the DSO.</p> <p>New language states that pregnant residents may request reasonable accommodations that may include, but not be limited to, relief from overnight call, shifts of 24 hours or greater, and work requiring possible exposure to radiation and teratogens (both chemical and infectious) However, the pregnant resident may request any accommodations they choose. A pregnant resident will be granted a request for relief from working shifts of 24 hours or greater during the period of pregnancy. Accommodations, if granted, may take the form of schedule changes, reassignment of work site, or decreased work hours. Residents may be required to make up these responsibilities, however Program Directors are encouraged to guarantee these accommodations without the requirement to make them up after the fact. A pregnant Resident may request an accommodation from the Resident's Program Director or by contacting the Disability Services Office (DSO). The Program Director, with or without assistance from the DSO, will make a good faith effort to promptly implement requested accommodations that are determined to be reasonable.</p> <p>FMLA language was reorganized, reformatted, and expanded to align with current policy.</p> <p>New language outlines leave related to domestic violence, sexual assault or stalking, stating that time off will be granted and/or reasonable safety accommodations to an employee who is a victim, or an employee who has to assist a family member who is a victim.</p>
<p>Article 14 – Leave - Professional</p>	<p><b>Updates:</b> New language states that residents may receive up to 10 days of paid professional leave per academic year to attend professional activities. Additional requests for professional leave in excess of 10 days may be granted by the Program Director and must be funded by the program.</p>

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Article 15 – Leave - Sick	<p><b>Updates:</b> New language states that residents must be given the opportunity to attend medical, mental health (including GME Wellness Service appointments), optical, and dental appointments including those scheduled during working hours. Advance notice should be provided to the resident’s supervising attending of any such appointments.</p> <p>Unless required as part of an accommodation process or FMLA approval, residents will not be required to inform their program of the nature of their appointments to include any faculty, administrators, or program directors.</p> <p>New language states that residents attending GME Wellness appointments shall not be charged sick leave.</p>
Article 16 – Leave - Vacation	<p><b>Updates:</b> New language states that beginning July 1, 2020, residents will receive a minimum of 24 days (18 weekdays and 6 weekend days) of paid vacation at the start of each one-year appointment. Programs may increase the number of paid days of vacation for their program at their discretion. Beginning July 1, 2021, residents will receive a minimum of 28 days (20 weekdays and 8 weekend days) of paid vacation at the start of each one-year appointment.</p> <p>New language states that every board member of the American Board of Medical Specialties, Oral and Maxillofacial Surgery, Oral and Maxillofacial Radiology, and Pediatric Dentistry has leave restrictions that differ from the University of Washington and residents are subject to both policies. Residents are not entitled to vacation leave that impacts eligibility for certification by the relevant board. Residents may not utilize vacation leave to shorten the overall length of training.</p>
Article 17 – Management Rights	<p><b>No changes:</b> The parties agreed to maintain existing contract language.</p>
Article 18 - Moonlighting	<p><b>Updates:</b> Updated format and language. There are no changes to the benefits previously offered in this article. The new language is consistent with the UW GME "Policy on Working Outside of the Training Program (including Moonlighting)".</p>
Article 19 – No Strikes, No Lockouts	<p><b>No changes:</b> The parties agreed to maintain existing contract language.</p>

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<p>Article 20 – Non-Discrimination</p>	<p><b>Updates:</b> New language lists the protected classes outlined in Executive Order 31 regarding discrimination and harassment. Additionally, employees shall not be subject to discrimination or harassment on the basis of ethnic origin, political affiliation, medical condition, or union activities, including membership thereof. Residents who feel they have been subject to discrimination, harassment, or retaliation are encouraged to discuss issues with the GME Office for local resolution.</p> <p>A reference to EO 31 was added, specifically related to the Employer’s prohibition of retaliation against any individual reporting concerns of discrimination or harassment, and anyone who cooperates or participates in any investigation of allegations or any individual perceived to have engaged in any of the actions.</p>
<p>Article 21 – Professional Development and Licensing</p>	<p><b>Updates:</b> New language states that programs may decide to either reimburse or provide residents with stipends for costs incurred to obtain a required medical or dental license in addition to professional development funds as follows:</p> <ul style="list-style-type: none"> <li>• Washington-based medical resident limited license: \$350 reimbursed or \$400 stipend, yearly professional development funds</li> <li>• Idaho-based medical resident license: \$350 reimbursed or \$400 stipend, yearly professional development funds</li> <li>• Washington-based dental resident limited license: \$350 reimbursed or \$400 stipend, yearly professional development funds</li> </ul> <p>WWAMI residents not listed above will receive this benefit in an amount to be determined by the cost of a limited medical license in that state and \$350 yearly professional development funds.</p> <p>AY21 residents who have accumulated rollover professional development funds will be paid out the balance of those funds, if their program selects the stipend option. Programs that rollover professional development costs may rollover unused funds up to a total of \$1,500.</p> <p>Residents will be completely reimbursed for USMLE Step III/COMLEX and any other required certifications not provided by the residency program. For any mandatory licensure expenses, residents will submit the request to their department or program for reimbursement.</p>

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<p>Article 22 – Progression by Training Year</p>	<p><b>Updates:</b> New language states that residents will receive credit for pay level progression for ACGME-required research training years as well as program required non-ACGME research years.</p> <p>New language states that residents transferring from one UW training program to another UW program will be appointed to a level no less than one pay level below their prior appointment, and that programs may request a one-step stipend increase for transferring residents at their discretion. Language from this article will be integrated into Article 23 - Salary/Stipend.</p>
<p>Article 23 – Salary/Stipend</p>	<p><b>Updates:</b> Effective in the first pay period after contract ratification, residents will receive a 2% salary increase, receiving the funds no later than the third pay period following ratification. On July 1, 2021, residents will receive an additional 2% salary increase.</p> <p>Beginning July 1, 2020, an additional pay table step was created for an R9.</p> <p>Chief Residents will receive an additional supplement of \$175 per month, beginning July 1, 2020.</p> <p>Beginning July 1, 2020 residents will receive a \$2,400 annual lump sum home call stipend, paid in the first month of each academic year.</p> <p>Beginning July 1, 2020 \$650 of the travel allowance stipend will be moved to the home call stipend and the travel allowance will now be \$100, paid in the first month of each academic year.</p>
<p>Article 24 – Subordination of Agreement and Authority</p>	<p><b>No changes:</b> The parties agreed to maintain existing contract language.</p>



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<p>Article 25 - Transportation</p>	<p><b>Updates:</b> New language states that residents are not required to pay higher parking rates than other classified staff. Daily parking rates at UW Medicine sites cannot occur without notice to the Union, providing an opportunity to bargain. On-call parking benefits may differ by location. Second site parking provisions were expanded to refer to multiple site parking.</p> <p>New language states that residents will have free access to shuttles including but not limited to Health Sciences Express, Night Ride, South Lake Union, SCCA, Fred Hutchinson Center, and Veterans Administration. Language includes that Seattle Children’s Hospital badges are accepted on SCH shuttle, with the exception of the shuttle between E-1 and U-link, permitted by Husky Card.</p> <p>Residents will be provided a fully subsidized U-PASS as of July 1, 2020. Residents are responsible for ending payroll deductions by contacting UW Transportation Services. This provision replaced the bike sustainability program and alternate transportation incentive.</p> <p>New language states that Emergency/Safe Ride Home Program provides transportation from an approved training site and return to the training site to retrieve the resident vehicle.</p> <p>New language states that a substitute may be designated for the University Transportation Committee by UWHA provided 24-hour notice given to committee chairperson.</p> <p>New language states that residents required to travel to away rotations more than 50 miles from their primary work site will be provided or reimbursed for lodging and mileage.</p>
<p>Appendix IV – MOU: Reimbursement of WA State Medical Licenses</p>	<p>Housekeeping edits only</p>
<p>NEW Article XX – Duration</p>	<p><b>Updates:</b> The agreement is effective upon ratification and in force through June 30, 2022.</p>

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NEW Article XX – Union Activities	<p><b>Updates:</b> The parties agreed to a new article that states that the Union and employees covered by the CBA will not use state-owned or operated e-mail, fax machines, the internet and intranets to communicate with each other, except as provided in the agreement, and not in any ways prohibited by the Executive Ethics Board.</p> <p>By July 1 of each year, the Union will provide GME and Labor Relations with an updated list of the newly elected UWHA Executive Board.</p> <p>New language states that Union staff representatives will have certain access to University premises in non-patient care areas for the purposes of contract representation, and will notify management prior to their arrival. Staff representatives can meet with employees in public areas of UWHA-affiliated worksites, and not interfere with patient care or normal operations.</p> <p>New language states that upon request, space will be made available to the Union on a bulletin board at each UW Medicine site and bulletin board access at non-UW Medicine sites will be made available as determined by the training site.</p>
NEW MOU – 2019-2020 Home Call Stipend	<p><b>Updates:</b> The parties agreed to a new MOU that states that each resident will receive a \$600 lump sum home call stipend on July 10, 2020. Eligible employees must have been appointed in AY20, and be in pay status in the pay period associated with the distribution.</p>
NEW MOU – Ratification Lump Sum	<p><b>Updates:</b> The parties agreed to a new MOU that states that each resident will receive a \$1,250 lump sum payment on July 10, 2020. Eligible employees must have been appointed in AY20, and be in pay status in the pay period associated with the distribution.</p>
NEW Side Letter – Communication	<p><b>Updates:</b> The parties reached agreement on a new side letter that states the Employer will provide a list of all known non-state operated emails and phone numbers for incoming bargaining unit members by May of each year.</p>

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### NEW Side Letter – Scheduling

**Updates:** The parties reached agreement on a new side letter that states that yearly block schedules must be distributed not later than the start of the academic year.

New language states that with the exclusion of the first block, complete schedules must be provided no later than 30 days in advance of the rotation start date but ideally 60 days in advance when possible.

New language states that last minute changes should be communicated promptly to the residents, program director and affected faculty.