

## Summary of SEIU 1199NW Research-Hall Health-UW 2019-2021 Collective Bargaining Agreement

CONTRACT PROVISION	SUMMARY OF CHANGES
Preamble	<b>Updates:</b> New language eliminated a reference to the agreement as an addendum as it is now a standalone collective bargaining agreement.
Article 1 - Purpose	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 2 - Nondiscrimination	<p><b>Updates:</b> The majority of the article was updated for harmonization with the main SEIU 1199NW contract, with the following exceptions:</p> <p>New language states that unlawful harassment is included as a form of prohibited discrimination.</p> <p>The list of protected classes was updated to include victims of domestic violence, sexual assault or stalking, and protected veterans.</p> <p>New language points to the corresponding UW Executive Order for a definition of sexual harassment.</p> <p>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.</p>
Article 3 - Affirmative Action	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 4 - Recognition/Employer	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 5 - Union Dues Deduction	<b>Updates:</b> New language outlines the roster reports provided to the Union each pay period.
Article 6 - Bargaining Unit Classes/Definitions	<b>Updates:</b> Outdated language was eliminated which stated that the Employer would provide quarterly reports to the Union on the use of per diem/hourly employees.

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Article 7 - Hours of Work and Overtime	<p><b>Updates:</b> Updates were made to reflect the varying durations of work shifts, lunch lengths, and clinic hours.</p> <p>New language states that the Employer may implement other work schedules in accordance with the mandatory subjects article.</p> <p>New language states that the work week/period is either the standard definition (as is in the contract), or is as required by position and the Employer.</p>
Article 8 - Educational and Professional Development	Housekeeping edits only
Article 9 - Wages and Other Pay Provisions	<p><b>Update:</b> The parties agreed to increase wages across-the-board by 2% on July 1, 2019 and 2% on July 1, 2020.</p> <p>The reference to float premium was eliminated as bargaining unit employees were not eligible.</p>
Article 10 - Tuition Exemption Program	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 11 - Vacation Schedule	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 12 - Employment Practices	<b>Updates:</b> New language states that once a payroll underpayment is identified and confirmed, the Employer will correct any errors on the employee's subsequent paycheck, unless a manual check is requested.
Article 13 - Holiday	<p><b>Updates:</b> 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.</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>

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Article 14 - Union Activities	<p><b>Updates:</b> New language states that Union delegates shall primarily conduct representational duties within their area of employment.</p> <p>New language states that employees can use holiday credit as an acceptable leave type for time off for Union activities (along with other leave types already listed in the article).</p> <p>New language details the information request process for submittal to Labor Relations, and details what happens if the Employer believes a request is unclear and/or unreasonable.</p>
Article 15 - Sick Leave	Housekeeping edits only
Article 16 - Committees	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 17 - Employee Facilities	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 18 - Classifications	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 19 - Reclassification	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 20 - Corrective Action/Dismissal Process and/or Resignation	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 21 - Seniority, Layoff, Rehire	<b>Updates:</b> Updated layoff unit list; new language states that nothing in the article restricts the Employer's ability to rename, reorganize, and/or consolidate departments or divisions and the Union would have the opportunity to bargain any impacts.
Article 22 - Job Posting & Transfer	<b>No changes:</b> The parties agreed to maintain existing contract language.

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Article 23 - Worker's Compensation Leave	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 24 - Management Rights and Responsibilities	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 25 - Performance of Duty	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 26 - Grievance Procedure	<b>Updates:</b> New language outlines the components of a written grievance.
Article 27 - Mandatory Subject	<p><b>Updates:</b> New language states that the parties will begin bargaining within thirty calendar days of receipt of the request to bargain and a valid request to bargain must include at least three available dates and times to meet.</p> <p>New language states that if the Union makes a request for information at the same time as the request to bargain, the thirty calendar days will not begin until the information request has been fulfilled. Additionally, requests made after the filing of the request to bargain will not delay the scheduling of the discussion.</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 three employee representatives scheduled to work during the time meetings or negotiations are being conducted.</p>

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Article 28 - Health Insurance and Pension	<p><b>Update:</b> 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 29 - New Employee Orientation	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 30 - Health and Safety	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 31 - Subordination of Agreement and Saving Clause	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 32 - Complete Agreement	<b>Updates:</b> This article was eliminated in its entirety.
Article 33 - Duration of Agreement	<b>Updates:</b> The contract cycle will be in effect from July 1, 2019 through June 30, 2021.
Article 34 - Salary and Premiums	<b>Updates:</b> The salary ranges were updated for PA-ARNPs in accordance with the related MOU on wages.
Article 35 - Parking and Transportation	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 36 - Reasonable Accommodation of Employees with Disabilities	<b>Updates:</b> New language was added in line with recent law changes regarding pregnancy accommodations.

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Article 37 - Miscellaneous Leave	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 38 - Family Medical Leave Act and Parental Leave	<p><b>Updates:</b> New language 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 for the purposes of retaining health benefits.</p> <p>Holiday credit was added to the list of allowable leave types for parental leave.</p>
Article 39 - Unpaid Holidays for a Reason of Faith or Conscience	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 40 - Leave Due to Family Care Emergencies	<p><b>Updates:</b> The article was updated to include family care, including a definition for elder care emergencies in accordance with state law.</p> <p>The list of allowable leave types for a family care emergency was supplemented to include personal holiday.</p>
Article 41 - Civil/Jury Duty Leave and Bereavement Leave	<b>Updates:</b> New language added holiday credit and personal holiday as leave types that can be used for bereavement beyond the three-day leave period.
Article 42 - Leave Related to Domestic Violence, Sexual Assault or Stalking	<b>Updates:</b> New language clarifies that the University will grant time off and/or reasonable safety accommodations to an employee who is a victim of domestic violence, sexual assault, or stalking. Time off may also be granted to an employee who has to assist a family member who is a victim of domestic violence, sexual assault or stalking.

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Article 43 - Military Leave	<p><b>Updates:</b> New language added holiday credit to the list of paid leave types that could be used to cover military leave.</p> <p>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>
Pay Tables	<p><b>Housekeeping updates:</b> The parties will update pay tables per the contract terms.</p>
New Article - Washington Family Medical Leave Program	<p><b>New provision:</b> 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.</p>
New MOU - Hall Health PA-ARNP Wages Increase	<p><b>New provision:</b> The parties agreed to provide increases of three pay ranges for PA-ARNPs and PA-ARNP Leads, effective July 1, 2019. Employees will be placed on the new pay range at their current pay step.</p>
New MOU - King County Premium Pay	<p><b>New provision:</b> 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>
New MOU - Lump Sum Payment	<p><b>New provision:</b> 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>
New MOU - Salary Overpayment Recovery	<p><b>New provision:</b> The parties agreed to language that outlines the process followed when the Employer has determined that an employee has been overpaid wages.</p>
New MOU - Student Loan Debt	<p><b>New provision:</b> The parties agreed to jointly email all bargaining unit employees on an annual basis, information from the UW Benefits website regarding the Public Service Loan Forgiveness Program.</p>

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New Side Letter - Diversity and Inclusion	<p><b>New provision:</b> The parties agreed to the following:</p> <p>On an annual basis, the Union will receive a copy of OMA&amp;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. 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>
New Side Letter - Hall Health Preceptor Program	<p><b>New provision:</b> The parties agreed that within 120 days after ratification of the 19-21 agreement, the parties will meet at an ad hoc JLM to discuss and expand the current preceptor program. The Union will provide a detailed list and justification for specific tasks they believe should be eligible for the preceptor premium, and the Employer will come prepared to discuss and respond to the Union’s list.</p>

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New Side Letter - Tracking Diversity and Bias	<p><b>New provision:</b> 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"> <li>i. UCIRO</li> <li>ii. Safe Campus</li> <li>iii. Title IX Investigation Office</li> <li>iv. UW Human Resources Campus Operations Investigations</li> <li>v. UW Medical Centers Human Resources Operations Investigations</li> </ul>
New Side Letter - U-PASS	<p><b>New provision:</b> The parties agreed that, effective July 1, 2019, bargaining unit employees will not be charged a fee for a U-PASS.</p>
New Side Letter - Workday Rosters	<p><b>New provision:</b> 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>