New Proposed Contract (Tentative Agreement)

Through huge mobilization efforts by our members--including a 2,000+ strike vote the week before contract expiration--the University agreed to significant changes to reach this agreement hours before the contract was set to expire, thereby averting a strike. A full summary of the contract is below and the complete contract language can be found here.

The Union's Bargaining Committee unanimously recommends Approval of this Tentative Agreement. However, the contract is not final until members vote to ratify the agreement. Voting will take place from May 7th through May 14th.

Summary of Changes to the 2015-2018 Contract:

The following is a summary of the Tentative Agreement reached between the UAW Local 4121 Bargaining Committee and the University of Washington for the academic years of 2015-2018. This lists only those parts of the collective bargaining agreement that will change if members vote to ratify the agreement:

Article 4: Appointment and Reappointment Notification

The University agreed to provide more information relevant to ASE work assignments, including curricular purpose of the assignment and a statement encouraging ASEs and supervisors to discuss time estimates for specific duties.

You can find the full text of this article here.

Article 5: Childcare

While Virginia Mason Medical Center has eliminated their Sick Child Care Services Program, the University agreed to maintain a $5 cap on the registration fee for any replacement program.

The per-quarter amount of subsidy for childcare has increased by $200 (up to $900/quarter), and the overall amount of money available in the program has increased by $5,000.

You can find the full text of this article here.

Article 6: Discipline or Dismissal

Expands the just cause protections under the article to include job-related performance.

Provides a specific timeline and expanded notice to the Union of disciplinary actions.

Provides greater clarity around the process of placing ASEs on administrative leave, and includes clear language stating that administrative leave is not discipline and that no record of any investigation may be placed in an ASEs file if no disciplinary action is taken.

You can find the full text of this article here.

Article 7: Fee and Tuition Waivers

The University may not unilaterally impose any new fees for the life of the contract.

In the event that a new fee is imposed by students, the University must bargain with the Union over any impacts – that is, amounts of the waiver or other material impacts to wages, benefits, and working conditions. Fees not imposed by students may not be imposed on ASEs with waivers.

The Building Fee will be waived in its entirety for ASEs with a 50% FTE appointment in each year of the contract. This Fee has never previously been waived, thus a negotiated waiver means UW will finally be waiving tuition in its entirety (Building and Operating Fees constitute "Tuition" per state law). The Building and Operating Fees are both projected to increase as graduate tuition increases.

Since the SFR and U-Pass Fees were student-imposed, all ASEs will begin paying these fees in Summer quarter 2015. As approximately 88% ASEs have already been paying for the U-Pass this will not represent a material change for those individuals. Moreover, to offset the reintroduction of these fees the University will pay each ASE with a 50% FTE appointment a lump sum of $150 during the first quarter of employment in the 2015-2016 academic year.

In sum, out-of-pocket expenses for ASEs with 50% FTE appointments who use their U-Pass will decrease over the life of the contract by approximately 24%, . For ASEs with 50% appointments who do not use their U-Pass the out-of-pocket expenses will decrease by 7%. You can read more detail on this chart.

Note: These percentages do not factor compensation increases for ASEs with 50% appointments, which include a 24% increase (compounded) to base pay rates over the life of the agreement and a one-time $150 lump sum payment. You can read more detail here.

You can find the full text of article 7 here.

Article 8: Grievance Procedure
and Memorandum of Understanding: Pilot Regularly Scheduled Arbitration Hearings

Streamlines the grievance procedure and focuses on reaching resolution more quickly, as follows:

Step 1 is now optional, and the grieving party may proceed directly to Step 2.

Either party may request grievance mediation prior to arbitration (Step 3), provided that this process in no way delays scheduling of an arbitration hearing.

In order to minimize delays between Step 2 and Step 3 of the grievance procedure, the University and Union will schedule, on a pilot basis through June 1, 2016, a quarterly arbitration hearing for all grievances appealed to arbitration 90 days prior to the date of the hearing.

You can find the full text of these parts of the contract here.

Article 11: Intellectual Property and Scholarly Misconduct

The updated University policies are incorporated into the collective bargaining agreement and the Union Management Committee may discuss intellectual property issues.

You can find the full text of this article here.

Article 12: Insurance Programs
and Memoranda of Understanding: GAIP, Group Medical Plan Benefits

Benefits Defined and Improved: After having made numerous unilateral changes to the plan at the beginning of the 2014/15 year, the University has agreed to a comprehensive, defined list of benefits, including some benefit improvements over the previous plan year. No benefits have been removed from the plan nor have coinsurance or co-pays increased. The plan will now be filed as a group employer plan, rather than a student plan, and the following improvements have been added to the plan:

- Coverage for medically necessary transgender services (per grievance settlement, November 2014).
- $1,200 out of pocket maximum
- Oral chemotherapy drugs changed from 90% to applicable co-pay
- Medical evacuation removal of “lifetime” maximum

$0 Premiums for ASEs: While these benefits have increased overall costs of the plan by nearly $2 million in the first year, UW has agreed to absorb costs related to these benefits and has agreed to remove the cap on employer costs that had existed in the 2012-2015 contract. ASEs with 50% FTE appointments will continue to pay $0 premiums and dependents will receive 65% subsidy from UW.

Transparency and Accountability: The University agreed to a far more transparent and accountable process for reviewing benefits in future years, including providing full information necessary to adequately review the plan and potentially submit requests for proposals from additional carriers.

Claims Assistance: The University and the Union will also each designate an individual to assist ASEs in resolving issues with claims and denials, and to better track problems members are experiencing with claims.

Note on Unfair Labor Practice: The Unfair Labor Practice Charge that the Union filed in December, 2014 is scheduled for a hearing in June, 2015. The benefits table incorporated into the contract stands as the agreed-upon benefits for the 2014/15 year and for future years. We will keep all members apprised of the outcome of the Charge, but in the meantime if you think you might have been overcharged for medical services due to the unilateral changes see this page or email healthcare@uaw4121.org for more information.

You can find the full text of these parts of the contract here.

Article 14: Job Titles and Classifications and Memorandum of Understanding: Job Titles and Classifications

No changes to the article, although MOU clarifies that the Union-Management Committee will discuss creating a step system for paying hourly ASEs in which they get paid more each year after they work at UW.

You can find the full text of these parts of the contract here.

Article 16: Leaves of Absence

The University will grant up to two workdays of leave without pay per year for reasons of faith or conscience, including political activity.

You can find the full text of this article here.

Article 19: Non-Discrimination and Harassment and Memorandum of Understanding: Micro-Aggressions

and Memorandum of Understanding: Immigration Status and Work Authorization

The contract was clarified to ensure that individuals are protected against discrimination on the basis of their gender expression or identity.

Workplace Behavior: The University agreed to language asserting that "all employees should work in an environment that fosters mutual respect and professionalism and does not denigrate or exclude individuals based on their membership in a group or class." Further, "Inappropriate workplace behavior by ASEs, Faculty, supervisors, and/or managers will not be tolerated."

Micro-Aggressions: The University agreed to a definition of micro-aggressions ("everyday exchanges – including words and actions – that denigrate or exclude individuals based on their membership in a group or class") and that such workplace behavior is grievable under the contract. Moreover the University agreed to meet three (3) times per year to discuss the joint goal of eliminating micro-aggressions and developing trainings for ASEs, faculty, and departments.

Lactation: UW shall provide reasonable break time and facilities for expressing breast milk, and adequate, clean, private, space for storing a pump and insulated container. The University also agreed to create a webpage listing lactation stations of which UW is aware and to which additions can be made.

Bathroom Equity: UW shall provide adequate access to all-gender bathrooms (including reasonable accommodation for travel time), and has committed to converting or constructing 26 all-gender bathrooms by the end of Summer 2015.

The University and Union shall also meet four times per calendar year in 2016 and 2017 to discuss immigration status and work authorization issues.

You can find the full text of these parts of the contract here.

Article 29: Union Security

Notice of ASE written authorization of dues/fees/initiation fees/VCAP deduction can be provided by electronic notification and the timeline for making payroll deductions will be in accordance with the University's payroll calendar.

You can find the full text of this article here.

Article 32: Wages
and Memoranda of Understanding: Increased Wages, New Minimums for Hourlies, Lump-Sum Payment

Over the life of the agreement, wages for ASEs in Base Rate Departments will increase by 24% compounded to match the median of the Global Challenge States ASE rates. Variable and Hourly rates will increase by at least 2% per year, or more if individual departments or hiring units choose additional increases.

UW will also provide a single one-time lump sum payment of $150 to each ASE with a 50% FTE appointment during the individual's first quarter of employment during the 2015/16 year.

As part of our ongoing campaign to push for full implementation of the City of Seattle Minimum Wage Ordinance for all student workers we've marked another significant victory. In addition to winning $11.00 for all student hourlies beginning April 1, 2015, we've also gotten the University to commit to a new minimum for at least one additional year, as follows:

2014/15 academic year: The University has committed to increase the minimum rate for all hourly ASEs (regardless of work location) to at least $11.00 per hour beginning on April 1, 2015, and in addition to increase all hourly rates by 2% on July 1, 2015.

2015/16 academic year: The University has committed to increase the minimum rate for all hourly ASEs to at least $12.50 on January 1, 2016, or higher if so determined by the Provost pursuant to the recommendation of the Advisory Committee to the Provost Regarding Student Employee Hourly Wage. Hourly rates will increase by an additional 2% on July 1, 2016.

2016/17 academic year: It is our expectation that the University will increase the minimum rate for all hourly ASE to $15.00 on January 1, 2017 if so determined by the Provost pursuant to the recommendation of the Advisory Committee to the Provost Regarding Student Employee Hourly Wage. Hourly rates will increase by an additional 2% on July 1, 2017.

You can find the full text of these parts of the contract here.

Article 33: Workload

Hourly ASE appointments will be made in accordance with University Employment policy (Chapter 104), which provides that all appointments beyond 19.5 hours must be made benefit-eligible.

The entirety of Letter of Understanding E from the 2012-15 cba is incorporated into this article, clarifying that any change in work assignment (including class size) that adversely affects workload can be grieved.

ASEs now have a clear mechanism for addressing class-size, as well as the criteria and decision-making process for hiring ASEs as part of the Union-Management committee.

You can find the full text of this article here.

Article 34: Workspace and Materials

Clarifies that UW must provide access to equipment needed to perform required research.

You can find the full text of this article here.

Article 35: Duration

The collective bargaining agreement will be in effect until April 30, 2018, giving future ASEs the right to bargain democratically over their wages, hours, benefits, terms, and conditions of employment.

You can find the full text of this article here.