Collective Agreements: A Journey AND a Destination

Peter Denis, Assistant VP of Human Resources
Management Rights

Why are these rights so important? How do we utilize our rights as managers?
UW/WFSE Master Contract
Article 5 Management Rights and Responsibilities

5.1 The Employer, through its designated management personnel, has the right and responsibility, except as expressly modified by this Agreement, to control, change, and supervise all operations, and to direct and assign all employees work appropriate for their classification. Such right and responsibility shall include, by way of illustration, but not be limited to, the selection and hiring of employees, corrective action, discharge for justifiable cause, classification, reclassification, layoff, promotion, reassignment or transfer, and training of employees, establishment of work schedules, allocation of all financial and other resources, and control and regulation of the use of all equipment and other property of the University. The Employer shall determine the method, technological means, number and kind, and qualifications of personnel by and for which operations are to be carried out. The Employer shall take action as may be necessary to carry out its responsibilities in any emergency situation.

UW/SEIU 925 University-wide Non Supervisory Contract
Article 32 Management Rights and Responsibilities

The Employer through its designated management personnel or agents has the right and responsibility, except as expressly modified by this Agreement, to control, change, and supervise all operations and to direct and assign work to all working forces. Such rights and responsibilities shall include by way of illustration but shall not be limited to: the selection and hiring, training, discipline and discharge, classification, reclassification, layoff, promotion and demotion or transfer of employees; the establishment of work schedules; the allocation of all financial and other resources; the control and regulation of the use of all equipment and other property of the Employer. The Employer shall determine the methods, technological means and qualifications of personnel by and for which operations are to be carried out. The Employer shall take whatever action as may be necessary to carry out its rights in any emergency situation.

Application of this Article shall not preclude the use of the grievance procedure as established in this Agreement.
Corrective Action

Yes. Doing your job is part of your job.
## Corrective Action

<table>
<thead>
<tr>
<th>Behavior</th>
<th>Performance</th>
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</thead>
<tbody>
<tr>
<td>□ Insubordination</td>
<td>□ Meeting classification standards</td>
</tr>
<tr>
<td>□ Harassment</td>
<td>□ Being effective</td>
</tr>
<tr>
<td>□ Theft</td>
<td>□ Attendance</td>
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<tr>
<td>□ Verbal or Physical altercations</td>
<td>□ HIPPA or FERPA violations</td>
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Corrective Action

Investigation
Be thorough
Be thoughtful
Be timely
Be in communication with HR, LRO, UWPD, and/or AGO
Negotiations

Collective Bargaining Agreements 2015-2017

You cannot negotiate with people who say what’s mine is mine and what’s yours is negotiable.

— John F. Kennedy
2015-17 Negotiations

Negotiations and Labor Relations updates available on the Labor Relations webpage.

→ https://www.washington.edu/admin/hr/laborrel/index.html

- Session updates
- Final bargaining summary
- Negotiation team members
2015-17 CBAs: $how me the Wage$

WFSE & SEIU 925:

- **General Wage Increases:**
  - 7/1/15: 3% across the board increase.
  - 7/1/16: 2% across the board increase.

- **Minimum Pay Step Adjustment:**
  - 7/1/15: $12/hour ($2080/month) minimum for all regular, non-hourly employees.

- **Market Wage Adjustments:**
  - 7/1/15: Job titles below 80% of the market median will be adjusted up to 80%.
2015-17 CBAs: Keeping the Faith/Conscience

- 2 Faith/Conscience Days:
  - Up to 2 workdays/calendar year LWOP for reason of faith or conscience.
  - May apply comp time, personal holiday, or vacation leave.
  - Denials only if absence would create undue hardship (per WAC 82-56) or if employee is necessary to maintain public safety.
2015-2017 CBAs: Other Highlights

**WFSE**

- **Personnel Files:** Removal of documents language expanded to apply to record of any corrective action, not just formal counseling.

- **Corrective Action:**
  - Mgmt determines step based on the nature & severity of the problem.
  - Mgmt to inform employees of representation rights when conducting formal/final.
  - Employee requests to meet before formal/final issued to make their case will be granted.

- **Workers’ Comp:** Employees receiving time-loss benefits may elect to receive time-loss exclusively or a combination of time-loss & accrued leave (order: sick leave, comp time, vacation, LWOP).

- **LWOP:** Employees must submit written LWOP requests prior to use when feasible.

**SEIU 925**

- **Personnel Files:** Formal counseling records removed after 3 years (w/ written request) if no subsequent corrective action & circumstances don’t warrant longer retention (excludes workplace violence, harassment, discrimination, retaliation).

- **Union Access:**
  - Union may enter the workplace at reasonable times with prior notification. May not interfere with work assignment; meetings only on nonworking time.
  - De minimis conversation OK if doesn’t disturb operations or compromise patient health information.

- **Filler Steps:** On 7/1/15 “dead steps” on pay scales B2, B6, and B9, filled in with 1%.
The Double Jeopardy Myth
The Double Jeopardy Myth

**Myth:** Managing an issue in the moment could create “double jeopardy,” preventing Mgmt from dealing with the issue as part of a more formal counseling later on.

**Result:**
- Time passes, memories fade.
- Process is ineffective as a coaching tool.
- Process is not convincing in arbitration.
The Double Jeopardy Myth (cont’d)

- **The Truth:** Jeopardy attaches in a disciplinary setting when:
  1. Employer imposes discipline for a given offense;
  2. The discipline is either accepted by the employee or the original penalty is not accepted by the employee; AND
  3. The discipline is imposed with the understanding by the parties that it is a final disciplinary sanction.

- Once these elements are met, the employer can’t thereafter impose increased/additional punishment for the subject offense.

- Employers can’t impose multiple punishments for what is essentially a single act or set of acts.
Contracting Out...
...A Success Story!
Contracting Out... A Success Story!

Sand Point Warehouse

- **Background:** In August 2014 UW Medicine consolidated Supply Chain functions, decided to establish a contracted-out distribution program at UWMC to align with that of Harborview.

- **Warehouse Closure:** WFSE was notified in May 2015 of plans to contract out work at the UWMC distribution warehouse at Sand Point, which will result in the closure of that warehouse and the layoff of WFSE staff present.

- **Status:** Union sent a demand to bargain in May 2015. Given the advance notice provided, the union has indicated desire for an informal conversation to discuss logistics, but has not expressed intent to challenge the decision.
Who you Gonna Call?

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