

ARTICLE 6 – BARGAINING UNIT CLASSES/DEFINITIONS

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6.1 Full-Time Employees. An employee who is classified staff and is regularly scheduled on a forty (40) hour week in a seven (7) day period, or an eighty (80) hour week schedule in a fourteen (14) day period.

6.2 Part-Time Employees. An employee who is classified staff and who is regularly scheduled to work a minimum of twenty (20) fewer than forty (40) hours per week in a seven (7) day period or forty (40) fewer than eighty (80) hours per week in a fourteen (14) day period. Part-time employees shall receive all benefits of employment on a pro-rata basis, except health benefits coverage which is determined by the state. Such employees receive prorated salaries and benefits.

~~6.3 Per Diem/Hourly Employees. Per Diem/hourly employees are temporary University employees not covered under the provisions or the terms of this labor agreement.~~

~~Per Diem/hourly employees may be used for the purpose of providing coverage during periods when regular staff are on leaves such as vacation, sick, education, parental, retention, union and all other leaves covered by the contract. Per Diem/hourly employees may also be used to provide coverage for recruitment of vacancies, orientation periods and fluctuation in census.~~

6.4 Licensed/Certified Employees. Employees who must be licensed by the State of Washington or possess a specific certification must update and maintain current their license or certification to practice in their classification.

6.5 Probationary Period/Trial Service Period.
Probationary Period. A probationary employee is an employee in a permanent position who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than six (6) months. After six (6) months of continuous employment, the employee will attain permanent status. Any paid or unpaid leave taken during the probationary period will extend the period for an amount of time equal to the leave. Probationary period employees have no layoff or rehire rights. During the probationary period an employee may be terminated without notice and without recourse to the grievance procedure.

By mutual agreement the Employer and an employee may extend the probationary period up to an additional three (3) months. In no event will the probationary period exceed nine (9) months.

Trial Service Period.

A. An employee with permanent status who accepts a position in a job classification for which they have not previously attained permanent status will serve a six (6) month trial service period.

i. Any employee serving a trial service period may have their trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.

- 1
- 2 ii. An employee serving a trial service period may voluntarily revert to their former
- 3 permanent position within six (6) weeks of the appointment, provided that the
- 4 position has not been filled or an offer has not been made to an applicant. After
- 5 six (6) weeks employees may revert to their former position with Employer
- 6 approval.
- 7
- 8 iii. In the event the former position has been filled with a permanent employee, the
- 9 employee will be placed on the rehire list.
- 10
- 11 iv. The reversion of employees who are unsuccessful during their trial service period
- 12 is not subject to the grievance procedure in Article 27.
- 13
- 14 B. An employee who voluntarily moves from one position in the bargaining unit to another
- 15 within the same job classification (excluding shift changes on a given work unit) shall
- 16 have a trial service period of six (6) weeks. During the trial service period either the
- 17 employee or the employer may elect for the employee to return to his/her position
- 18 without notice and without recourse to the grievance procedure. In the event the former
- 19 position has been filled with a permanent employee, the employee will be placed on
- 20 the rehire list.
- 21

22 6.6 Charge Nurse. A Registered Nurse 2 (staff nurse) who is assigned responsibility for an

23 organized unit for a period of four (4) or more hours. Charge nurse responsibility shall not

24 overlap on the same shift. "Organized unit" shall be defined by the Employer. Upon

25 successful completion of the probationary period, all nurses shall be eligible to apply for

26 training as charge nurse. If a nurse is not accepted into training, the nurse will receive an

27 explanation.

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29 Management will make a good faith effort not to assign charge duty to a float nurse. Nurses

30 regularly assigned to a specific unit and who are qualified to act in charge will be placed in

31 charge before a nurse floated to that unit is placed in charge. On all units, the charge nurse

32 will use her/his professional judgment when it is necessary to take patients, based on patient

33 needs and nurse competency. Nurses floating to a unit shall then be assigned charge only

34 by mutual consent.

35

36 It is within the role of the Charge nurse to determine the need for additional staff based on

37 a thorough assessment of patient needs, unit activity, and available resources and to make

38 the appropriate recommendation to the staffing office/manager.

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40 6.7 Preceptor. A Hall Health Registered Nurse 2 or Advanced Registered Nurse Practitioner,

41 may serve as a preceptor after successfully completing a preceptor workshop or equivalent

42 documented training and agreeing to and being appointed to be specifically responsible for

43 planning, organizing, and evaluating the new skill development of one or more RNs, as

44 appropriate enrolled in a defined orientation program, the parameters of which have been

45 set forth in writing by the Employer. This may include teaching, clinical supervision, role

46 modeling, feedback, evaluation (verbal and written) and follow up of the new or transferring

47 employee.

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49 The Hall Health RN 2 or Advanced Registered Nurse Practitioner, preceptor is eligible to

50 receive preceptor premium pay when actually engaged in preceptor role responsibilities.

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A Hall Health RN 2 or Advanced Registered Nurse Practitioner, substituting for the original preceptor during a period of absence and who has been designated to carry out the preceptor's complete responsibility (including following and/or adjusting the plan to meet learning needs and providing oral and written evaluation input) will receive preceptor pay.

A preceptor may be assigned to a student when it is determined by the Employer that the employee has completed the required preceptor training or has agreed to and been appointed a preceptor. The employee is specifically responsible for planning, organizing, and evaluating the new skill development of the student as appropriately enrolled in a defined program, the parameters of which have been set forth in writing by the Employer. This includes teaching, clinical supervision, role modeling, feedback, evaluation (verbal and written) and follow up of the student.

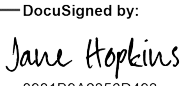

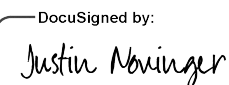
Research/Hall Health Bargaining Unit

Article 6.7 and 6.8 shall not apply to Research Registered Nurse 1 and 2 positions in the Research/Hall Health bargaining unit.

6.8 Certification

Certification pay rewards employees for obtaining certifications that develop skills or knowledge above and beyond what is required in their job. The employer does not provide certification pay for certifications that are required to perform the job.

Registered Nurses. Nurses certified in a specialty area by a national organization and working in that area of certification shall be paid a premium provided the particular certification has been approved by the Employer and further provided that the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. A certified nurse is eligible for only one certification premium regardless of other certifications the nurse may have. Certified nurses will notify the Employer or designee in writing at the time certification is received, providing a copy of the original certification document. Certification pay will be effective the first full pay period after the date documentation is received by the Employer.

Tentatively Agreed To:	
For the Union:	For the Employer:
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Date: 6/3/2022	Date: 6/1/2022
For the Union:	
<small>DocuSigned by:</small>  <small>08A6CB801091432...</small>	
Date: 6/2/2022	

ARTICLE 14 – UNION ACTIVITIES

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14.1 Union Representatives. After notifying the appropriate administrator, the Union's authorized staff representatives shall have access to the Employer's premises where employees covered by this Agreement are working, excluding patient care areas, for the purpose of investigating grievances and contract compliance. Such visits shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care.

14.2 Union Delegates. Union delegates are University employees who are members of the bargaining units. The Employer recognizes the right of the Union to designate five (5) delegates. Union delegates shall primarily conduct representational duties within their area of employment.

A. The Union shall prevail upon all employees in the bargaining units and especially Union delegates to make a diligent and serious attempt to resolve complaints at the lowest possible level. The Employer, likewise, shall prevail upon its supervisory personnel to cooperate fully with the Union delegates and other Union representatives in the speedy resolution of any grievances that may arise.

Hall Health Delegates will normally process grievances specific to Hall Health and delegates who are Research RNs will normally process grievances specific to Research RNs.

The Union shall annually submit an up-to-date list to the Office of Labor Relations indicating the names of all Union delegates, their work locations and jurisdiction. The Office of Labor Relations shall be notified of changes as they occur. Union delegates shall not be recognized until the Office of Labor Relations is informed of their appointment.

B. Union delegates will be granted reasonable time during their normal working hours to investigate and process grievances in accordance with Article 26, Grievance Procedure. In addition, union delegates will be released during their normal working hours to attend meetings scheduled by management within the delegates/officer's office or facility for the following representational activities:

- 1. Grievance meetings, including attempts at informal resolution, in accordance with Article 26, Grievance Procedure.
- 2. Investigatory interviews (in potential disciplinary matters), in accordance with Article 20 Corrective Action.

The union delegate will obtain approval from their supervisor before attending any meeting. Notification will include the approximate amount of time the delegate expects the activity to take. Any Harborview business requiring the delegate's immediate attention will be completed prior to attending the meeting. Attendance at meetings during the union delegate's non-work hours will not be considered as time worked. Union delegates may not use state vehicles to travel to and from a work site in order to perform representational activities.

14.3 Use of State Facilities, Resources and Equipment

A. Meeting Space and Facilities

The Union shall be permitted to use designated hospital facilities for meetings of the local unit, with or without Union staff present, provided sufficient advance notice is given to the Employer and space is available on the date requested. Such meetings shall be for professional purposes and shall be held during the employees' own free time.

B. E-mail, Fax Machines, the Internet, and Intranets

1 Union delegates, and members may utilize state owned/operated equipment to
2 communicate with the Union and/or the Employer only for the exclusive purpose of
3 administration of this Agreement. Such use will:

- 4 1. Result in little or no cost to the Employer;
- 5 2. Be brief in duration and frequency;
- 6 3. Not interfere with the performance of their official duties;
- 7 4. Not distract from the conduct of state business;
- 8 5. Not disrupt other state employees and will not obligate other employees to make a
9 personal use of state resources; and
- 10 6. Not compromise the security or integrity of state information or software.

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12 The Union and its union delegates will not use the above referenced state equipment in a manner
13 that is prohibited by the Executive Ethics Board. Communication that occurs when using state-
14 owned equipment is the property of the Employer.

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16 14.4 Bulletin Boards. A bulletin board in a prominent location shall be made available and
17 designated for use by the Union for the posting of notices and information pertaining to
18 official business of the Union. Designated space in prominent locations in each work area
19 or in an area accessible to where employees work shall also be made available for use by
20 the Union for the same purpose.

21
22 14.5 Time Off for Union Activities

23 A. Conventions and Conferences Union-designated employees may be allowed time off without
24 pay to attend union-sponsored conventions or conferences. Approval for the time off must be
25 granted in advance of the absence and in accordance with the Employer's leave policies. Approval
26 will not be granted if the absence interferes with the Employer's ability to provide coverage during
27 the requested time off or the operating needs of the agency cannot be met.

- 28
29 1. Employees may use accumulated compensatory time, holiday credit, or vacation leave
30 instead of leave without pay for A above. However, employees must use compensatory
31 time, holiday credit, prior to their use of vacation leave, unless the use would result in the
32 loss of their vacation leave.
- 33 2. The Union will make a good faith effort to provide the Employer a written list of the
34 names of the employees it is requesting attend the above-listed activities, at least
35 fourteen (14) calendar days prior to the activity.

36
37 B. Temporary Employment with the Union

- 38 1. With thirty (30) calendar days' notice, unless agreed otherwise, employees
39 may be granted leave without pay to accept temporary employment with the
40 Union of a specified duration, not to exceed twelve (12) weeks, provided the
41 employee's time off will not interfere with the operating needs of the agency.
42 The parties may agree to an extension of leave without pay up to an additional
43 twelve (12) weeks. For leaves of up to twelve (12) weeks duration, the
44 employee will be returned to their same position. For leaves of more than
45 twelve (12) weeks duration, the returning employee will be employed in a
46 position in the same job classification and the same geographical area, as
47 determined by the Employer.
- 48 2. Employees granted leave without pay will be placed on a Monday through
49 Friday work schedule (pro-rated to their FTE) on their permanent shift- For
50 example a 50% employee would be scheduled four (4) per day Monday
51 through Friday. ~~When an employee is in leave without pay status for more
52 than eighty (80) hours in a month (pro-rated for their FTE) their increment date~~

~~will be adjusted by one (1) month and they will not accrue sick leave or vacation leave.~~

14.6 Whereas it benefits the University to have Union delegates who understand the contract and are trained in administration of the contract, each of the Union's delegates shall be allowed up to a total of eight (8) paid release time hours annually to participate in the Union's delegate training program. Said time off shall be approved in advance by the employee's supervisor and shall be contingent upon the ability to provide coverage during the time off.

The Union shall submit to the Office of Labor Relations at least four (4) weeks in advance the names of the employees (with their respective supervisors) that are scheduled to participate in the training. The Union will confirm the employee's participation in the training upon completion.

14.7 Information Requests

- A. Upon written request of the staff representative or steward to the Office of Labor Relations (laborrel@uw.edu), the Employer will provide information necessary for conducting representational duties.
- B. The Employer will acknowledge receipt of the information request and if possible will provide the information to the union by the date requested. If the Employer requires additional time, the Employer will notify the Union and provide a date by which the information is anticipated.
- C. When the Union submits a request for information that the Employer believes is unclear, unreasonable, or not relevant, the Employer will contact the Union staff representative and the parties will discuss the relevance and necessity of the request. The costs associated with the request and the amount the Union may pay for receipt of the information may also be discussed.

Tentatively Agreed To:	
For the Union:	For the Employer:
<p>DocuSigned by: <i>Jane Hopkins</i> 8981B9A2356D493...</p>	<p>DocuSigned by: <i>Banks Evans</i> C5469E99932C427...</p>
Date: 6/3/2022	Date: 6/1/2022
For the Union:	
<p>DocuSigned by: <i>Justin Nowinger</i> 08A6CB801091432...</p>	
Date: 6/2/2022	

ARTICLE 15 – SICK LEAVE

15.1 Sick Leave - Accrual.

Full-time classified employees (pro-rated for part-time) shall accrue eight (8) hours of sick leave credit for each month of completed classified service. Paid sick leave may not be used in advance of accrual. ~~Sick leave accrues at a rate of one (1) hour for every forty (40) hours worked when leave without pay exceeds eighty (80) hours (pro-rated for part-time) in any calendar month. Employees with leave without pay exceeding 80 hours in a month (prorated for part-time) will earn a monthly accrual proportionate to the number of hours in pay status, in the month to that required for full-time employment. Sick leave accruals must not exceed eight hours in a month.~~

15.2 Sick Leave - Use.

- (1) Sick leave shall be allowed an employee under the following conditions. The Employer will not require verification for absences of three (3) consecutive work days or less. Such verification or proof may be given to the supervisor/manager or Human Resources according to departmental policy.
 - (a) Because of and during illness, disability or injury which has incapacitated the employee from performing required duties
 - (b) By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.
 - (c) Because of a health condition of a family member that requires treatment or supervision or that requires the presence of the employee to make arrangements for extended care. The Employer may authorize sick leave use as provided in this subsection for other than family members. The applicability of "emergency," "necessary care" and "extended care" shall be made by the Employer.
 - (d) To provide emergency child care for the employee's child. Such use of sick leave is limited to twenty-four (24) hours (pro-rated for part-time) in any calendar year, unless extended by the Employer, and shall be used only as specified in Article 14.11.
 - (e) Because of a family member's death that requires the assistance of the employee in making arrangements for interment of the deceased.
 - (f) For personal medical, dental, or optical appointments or for family members' appointments when the presence of the employee is required, if arranged in advance with the employing official or designee.

(2) Sick leave may be granted for condolence or bereavement.

15.3 Family Member. Family member is defined as the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sibling. Family member also

1 includes individuals in the following relationships with the employee's spouse or domestic
2 partner: child, parent and grandparent. "Child" also includes a child of a legal guardian or
3 de facto parent, regardless of age or dependency status and those to whom the employee
4 is "in loco parentis" or "de facto" parent as well as a child of a legal guardian or de facto
5 parent. Parent and Parent in-law also includes de facto parent, foster parent, stepparent,
6 or legal guardian.

7
8 15.4 Sick Leave - Compensation for.

9 (1) Employees shall be eligible to receive monetary compensation for accrued sick leave
10 as follows:

11
12 (a) In January of each year, and at no other time, an employee whose year-end
13 sick leave balance exceeds 480 hours may choose to convert sick leave hours
14 earned in the previous calendar year minus those used during the year to
15 monetary compensation.

16 (i) No sick leave hours may be converted which would reduce the calendar
17 year-end balance below 480 hours.

18
19 (ii) Monetary compensation for converted hours shall be paid at the rate of
20 25% and shall be based upon the employee's current salary.

21
22 (iii) All converted hours will be deducted from the employee's sick leave
23 balance.

24
25 (b) Employees who separate from state service due to retirement or death shall be
26 compensated for their unused sick leave accumulation at the rate of 25%.
27 Compensation shall be based upon the employee's salary at the time of
28 separation. For the purpose of this subsection, retirement shall not include
29 "vested out-of-service" employees who leave funds on deposit with the
30 retirement system.

31
32 (2) Compensation for unused sick leave shall not be used in computing the retirement
33 allowance; therefore no contributions are to be made to the retirement system for
34 such payments, nor shall such payments be reported as compensation.

35
36 (3) An employee who separates from the classified service for any reason other than
37 retirement or death shall not be paid for accrued sick leave.

38
39 15.5 Unexpected Absence: Advance Notification. Employees shall notify their Supervisor at
40 least two hours in advance of the scheduled shift if unable to report for duty as scheduled.
41 Employees shall notify their Supervisor at least two hours in advance of the scheduled
42 shift if unable to report for duty as scheduled.

43
44 15.6 Reemployed Former Employees. In accordance with state law, former eligible employees
45 who are re-employed shall be granted all unused sick leave credits, if any, to which they
46 were entitled at time of separation.

47
48 15.7 Use of Vacation Leave or Compensatory Time for Sick Leave Purposes. An employee
49 who has used all accrued sick leave may be allowed to use accrued vacation leave and/or

1 compensatory time off for sick leave purposes when approved in advance or authorized
2 by the Employer.

3
4 15.8 Restoration of Vacation Leave. In the event of an incapacitating illness or injury during
5 vacation leave, the Employer may authorize the use of sick leave and the equivalent
6 restoration of any vacation leave otherwise charged. Such requests shall be in writing and
7 medical verification may be required.

8
9 15.9 No Arbitrary Denial of Sick Leave. The parties agree that neither the abuse nor the
10 arbitrary denial of sick leave will be condoned. The Employer and the Union agree to work
11 cooperatively toward the resolution of mutually identified problems regarding the use of
12 sick leave. The Employer may provide periodic updates to employees regarding their use
13 of sick leave. Such updates will not be considered counseling or disciplinary.

Tentatively Agreed To:	
For the Union:	For the Employer:
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Date: 6/3/2022	Date: 6/1/2022
For the Union:	
<p>DocuSigned by: <i>Justin Novinger</i> 08A6CB801091432...</p>	
Date: 6/2/2022	

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ARTICLE 21 – SENIORITY, LAYOFF, REHIRE

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3 21.1 **Seniority Defined.** For all purposes except layoff, seniority is defined as the total
4 continuous length of most recent unbroken state service, including adjustment for
5 military service.

6 For the purpose of layoff for the University of Washington Research RN/Hall Health
7 bargaining unit, seniority is defined as the total continuous length of most recent unbroken
8 service at the University of Washington, including adjustment for military service. Ties in
9 seniority within the Research/Hall Health RN bargaining unit will be broken using the
10 following tiebreakers in order:

- 11
12 - Continuous employment with the University of Washington
13 - FTE
14 - Years of nursing as determined by the NCLEX exam or foreign country equivalent.
15 - Total state service

16
17 Time spent on the rehire list shall not be included in computing seniority (layoff or non-
18 layoff seniority) but does not constitute a break in service.

19
20 Service of less than full-time shall be considered full-time. Seniority shall only be earned
21 by permanent employees.

22
23 21.2 **Military Service Credit.** Permanent University employees who are veterans or their
24 unmarried widows/widowers shall have added to their unbroken service the veteran's
25 active military service to a maximum of five (5) years in accordance with applicable state
26 and federal law.

27
28 21.3 **Termination of Seniority.** Seniority (layoff and non-layoff) shall terminate upon cessation
29 of the employment relationship. Solely for the purpose of example, the following are set
30 forth as events which evidence cessation of the employment relationship: discharge,
31 resignation, retirement, removal from the rehire list in accordance with this Article, and
32 failure to return from a leave of absence.

33
34 21.4 **Essential Skills.** Essential skills are the minimum qualifications listed in the job
35 description for the classification and any specific position requirements, credentials,
36 certifications or licenses.

37
38 21.5 **Layoff.** A layoff is defined as a permanent or prolonged reduction in the number of
39 employees in a given bargaining unit resulting from a lack of funds, curtailment of work,
40 and/or good faith reorganization for efficiency purposes.

41
42 Prior to implementing a layoff, the Employer, within the context of its determination of the
43 staffing needs of the layoff unit, will minimize overtime in the layoff unit impacted, the use
44 of agency or traveler nurses in the layoff unit impacted, reliance on [per diem intermittent](#)
45 and [nonpermanent](#) hourly staff in the layoff unit. The Employer will also seek volunteers
46 in the layoff unit impacted who are willing to be reassigned or to be laid off in lieu of the
47 employee(s) whose position is identified to be eliminated. Individuals who volunteer to be
48 laid off will not have a displacement option but will retain the right to be placed on the
49 rehire list.
50

1 Employees subject to layoff shall be offered one of the following employment options in
2 descending order, provided they meets the essential skills of the offered position:

3
4 (a) a funded vacant posted position in the affected job class within the layoff/seniority unit.

5
6 (b) the opportunity to replace the least senior employee in the affected job class within the
7 unit or department or base and in an FTE status within .2 FTE;

8
9 (c) the opportunity to replace the least senior employee in their clinical group (see Article
10 21.6);

11
12 (d) the opportunity to replace the least senior employee within the same department who
13 is in a lower classification in the same series as the employee affected by the layoff and
14 within .2 FTE.

15
16 Employees may request to be laid off and have the right to be placed on the rehire list(s)
17 instead of accepting an employment option above.

18
19 21.6 Layoff Unit. The layoff unit for the Research/Hall Health bargaining unit shall be by unit
20 and shift.

21 Layoff unit

- 22 1. School of Nursing
- 23 2. Hall Health and EH&S
- 24 3. School of Public Health
- 25 4. School of Medicine Departments to be broken down to Departments as follows:
 - 26 a. Anesthesiology and Pain Medicine
 - 27 b. Biochemistry
 - 28 c. Bioengineering
 - 29 d. Bioethics and Humanities
 - 30 e. Biological Structure
 - 31 f. Biomedical Informatics and Medical Education
 - 32 g. Comparative Medicine
 - 33 h. Family Medicine
 - 34 i. Genome Sciences
 - 35 j. Global Health
 - 36 k. Immunology
 - 37 l. Laboratory Medicine
 - 38 m. MEDEX Northwest
 - 39 n. Microbiology
 - 40 o. Neurological Surgery
 - 41 p. Neurology
 - 42 q. Obstetrics and Gynecology
 - 43 r. Ophthalmology
 - 44 s. Orthopedics and Sports Medicine
 - 45 t. Otolaryngology / Head and Neck Surgery
 - 46 u. Pathology
 - 47 v. Pediatrics
 - 48 w. Pharmacology
 - 49 x. Physiology and Biophysics
 - 50 y. Psychiatry and Behavioral Sciences

- 1 z. Radiation Oncology
- 2 aa. Radiology
- 3 bb. Rehabilitation Medicine
- 4 cc. Surgery
- 5 dd. Urology
- 6 ee. Emergency Medicine
- 7 ff. Health Metrics
- 8 5. Department of Medicine to be broken down to Divisions as follows:
- 9 a. Allergy and Infectious Disease
- 10 b. Cardiology
- 11 c. Dermatology
- 12 d. Gastroenterology
- 13 e. General Internal Medicine
- 14 f. Gerontology and Geriatric Medicine
- 15 g. Hematology
- 16 h. Medical Genetics
- 17 i. Metabolism, Endocrinology, and Nutrition
- 18 j. Nephrology
- 19 k. Oncology, Medical
- 20 l. Pulmonary and Critical Care Medicine
- 21 m. Rheumatology

22
23 Nothing in this article shall restrict or limit the Employer’s ability to rename, reorganize,
24 and/or consolidate department or divisions. The Union will have the opportunity to
25 bargain the impacts of any renaming, reorganization, and/or consolidation of
26 departments or divisions.

27
28 21.7 Layoff Notice. Employees identified for layoff and the SEIU 1199NW union office shall
29 receive not less than thirty (30) calendar days’ notice prior to the abolishment of the
30 positions. The notice shall include the effective date of the layoff and a reference to the
31 employee’s rights under this Article. The notice to the union shall also include the most
32 recent classified hire date seniority list. Upon request, the Union and the Employer will
33 meet to discuss possible alternatives to the layoff.

34
35 21.8 Layoff and Displacement Options. The Employer shall identify the position to be
36 eliminated and employee(s) to be affected. Layoff shall be by seniority within the layoff
37 unit, least senior employee first as long as the remaining employees possess the
38 essential skills to perform the necessary work. Employees subject to layoff shall have
39 the right to displace the least senior employee in the affected job classification within
40 each successive layoff unit as defined in Article 21.6 above (Layoff Unit) within .2 FTE of
41 the employee affected. The employee will also be given the opportunity to fill any vacant
42 position within the layoff unit.

43
44 Layoff and Displacement Options Research Registered Nurse 1 and 2. For Research
45 Registered Nurse 1 and 2 in the Research/Hall Health bargaining unit, vacant positions
46 within the layoff/seniority unit will be considered a more junior position than any occupied
47 by an incumbent. Employees shall have no bumping rights per Article 21 within six (6)
48 months from the effective date of a Final Counseling action plan.

1 An employee laid off due to the exercise of another employee's displacement option shall
2 not have any displacement option. Such an employee shall be offered any vacant position
3 available on the employee's unit or in the employee's clinical group and shall also have
4 the right to be placed on the rehire list(s) per Article 21.10.
5

6 21.9 FTE Reduction. An employee in a position that is not abolished but is reduced by more
7 than .2FTE and who will remain benefit eligible after the reduction will have the choice of
8 staying in the reduced position and going on the rehire list for the position and FTE
9 status held by the employee immediately prior to the reduction or exercising available
10 layoff rights under (a) above. The employee must exercise this choice within three (3)
11 working days of the reduction notice.
12

13 21.10 Rehire. Laid off employees will be placed on an eligible rehire list(s) designated by the
14 employee for twenty-four (24) months. Employees will be automatically placed on the
15 rehire list for the classification and FTE status from which they were laid off. In addition,
16 based on employee request, employees identified for layoff may be on the following
17 rehire lists:
18

- 19 (1) Positions of a lower FTE status in the classification from which the employee was
20 laid off;
- 21 (2) Lower classifications in the series from which the employee was laid off.
22

23 The University will refer an employee from the designated rehire list(s) for any open
24 positions in the layoff unit within .2 FTE of the position from which the employee was laid
25 off for which the laid off employee possesses the essential skills. Employees referred
26 from the rehire list(s) who possess the essential skills needed for a vacant position in the
27 layoff unit will be offered the position prior to the University offering it to any other
28 applicant. The University will refer employees from the rehire list(s) in order of seniority,
29 most senior employee on the list first.
30

31 21.11 Rehire Trial Period. Employees placed into vacant positions from the rehire list will serve
32 a two (2) month rehire trial period. During the rehire trial period either party may, at its
33 sole discretion and without resort to the grievance procedure, initiate return to the rehire
34 list. Time spent in a rehire trial period will not count toward the twenty-four (24) month
35 rehire list period. The two (2) month rehire trial period will be adjusted to reflect any paid
36 or unpaid leave taken during the period.
37

38 21.12 Removal from List. Removal from the rehire list(s) will occur for any of the following
39 circumstances:

- 40 (1) If placement does not occur within twenty-four (24) months;
- 41 (2) If the employee refuses two (2) offers of placement for a position having the same
42 pay, shift and is within .2 FTE of the position from which the employee was laid off.
43 In such case, the employee will be removed from all other rehire lists and will have
44 exhausted all rehire rights;
- 45 (3) If the employee was placed into two (2) vacant positions for which the employee
46 has failed to complete the rehire trial period;
- 47 (4) If the employee accepts an offer of placement and completes the rehire trial
48 service period;

1 (5) Employees who reject one (1) offer of placement from a list for a position in a
2 classification other than that from which the employee was laid off will be removed
3 from that list.
4

5 21.13 Other Layoff and Rehire Issues

6 Benefits and Temporary Services. Employees on the rehire list who follow the rules
7 prescribed by Temporary Services will be given priority to referral to temporary positions
8 and can receive employer paid health benefit coverage if they meet the eligibility
9 requirements as determined by the state.
10

11 Rehire Wages and Increment Date. When employees are rehired from layoff status, the
12 periodic increment date and annual leave accrual date will be reestablished and
13 extended by an amount of time in calendar days equal to the period of time spent on the
14 rehire list prior to rehire.
15

16 Employees placed from the rehire list into positions with the same salary range held at
17 the time of layoff shall be placed at the same step in the range held at the time of layoff.
18 Employees placed from the rehire list into positions with a lower salary range than held
19 at the time of layoff shall be placed in a salary step nearest to, but not in excess of, the
20 salary held at time of layoff.
21

22 Affirmative Action Goals. Affirmative action goals may be considered at any point during
23 the layoff or rehire process.
24

25 Employees Hourly Work and Education Eligibility. Employees on rehire list(s) shall be
26 eligible to register for certain fee-exempt and fee-reduced courses offered through the
27 Professional & Organizational Development (POD) Department on the employee's own
28 time. Employees on the rehire list(s) shall be given preference for nonpermanent hourly
29 and per-diemintermittent work. Acceptance of such work will not affect an employee's
30 recall rights. Preference shall be handled in accordance with the following:
31

- 32 (a) The employee must specifically request the work in advance and must follow all
33 University of Washington policies and procedures regarding hourly work.
- 34 (b) Employees on a rehire list who meet the requirements of (a) above will have
35 preference for hourly work assignments when the schedules are developed.
36

37 Computing & Communication and Training and Development Classes. Bargaining unit
38 members on the rehire list are eligible to take all Computing & Communications and
39 Training & Development courses on a space available basis upon payment of
40 designated fees.
41

42 21.14 Restructure. In the event of a unit, departmental, or University-wide restructure, the
43 University of Washington will determine the number of full-time and part-time FTE's by
44 shift required for the new or restructured department or unit. Prior to determining the
45 schedule, the University of Washington shall meet with the employees of the affected
46 unit(s) or department(s) to discuss the reconfiguration of the FTE's in the unit(s) or
47 department(s) and the new work schedule(s). A listing of the FTE's for each shift on the
48 new or restructured unit(s) or department(s) shall be posted on the impacted unit(s) or
49 department(s) for no less than ten (10) days. All other vacant bargaining unit positions
50 shall also be posted on the impacted unit(s) and department(s) concurrently with the

1 FTE list posting for no less than ten (10) days. By the end of the posting period, each
2 employee in units or departments subject to or impacted by restructure, will have
3 submitted to the University of Washington a written list that identifies in rank order of
4 preference (first to last) all available positions for which the employee is willing to work.
5 The University of Washington shall assign each employee, in order of seniority, to
6 positions on the new or restructured unit(s) or department(s) based upon an Employee's
7 submitted preference list and the essential skills of the employee and the skills needed
8 in the available positions.
9

10 Tentatively Agreed To:

11 For the Union:	For the Employer:
12	
13 DocuSigned by:	DocuSigned by:
14 <i>Jane Hopkins</i>	<i>Banks Evans</i>
15 8981B9A2356D493...	C5469E99932C427...
16 _____	_____
17 Date: 6/3/2022	Date: 6/1/2022
18	
19 For the Union:	
20	
21 DocuSigned by:	
22 <i>Justin Novinger</i>	
23 08A6CB801091432...	

Date: 6/2/2022	

24
25

ARTICLE 37 – MISCELLANEOUS LEAVE

- 1
2
3 37.1 Leave Without Pay. In addition to the circumstances specified elsewhere in this
4 Agreement, the Employer, in its discretion may approve a leave without pay for the
5 following reasons specified below. Leaves without pay must be approved or denied by
6 the Employer in writing within fourteen (14) calendar days of the request when practicable
7 and if denied will include the reason for denial. Approval will set a date for the employee's
8 return to work. Modification of the return date must also be approved in writing by the
9 Employer. When an employee is in leave without pay status for more than eighty (80)
10 hours in a month (pro-rated for their FTE) ~~their increment date will be adjusted by one (1)~~
11 ~~month and~~ they will not accrue ~~sick leave or vacation~~ leave time off and will accrue sick
12 time off proportionate to the number of hours in pay status in the month to that required
13 for full-time employment.
14
- 15 37.2 Leave without pay may be granted for the following reasons:
16 a. Child or elder care emergencies
17 b. Governmental service
18 c. Citizen volunteer or community service
19 d. Conditions applicable for leave with pay
20 e. Education
21 f. Formal collective bargaining
22 g. Leave taken voluntarily to reduce the effect of a layoff
23 h. To accommodate annual work schedules of employees occupying cyclic year
24 positions
25 i. As otherwise provided for in this Agreement
26
- 27 37.3 Leave without pay for the following reasons is not covered by this Article:
28 a. Compensable work-related injury or illness, (Article 23)
29 b. Union activities (Article 14)
30
- 31 37.4 Conditions Applicable to Leave without Pay:
32 Employees must submit any request for a leave without pay in writing when feasible prior
33 to the leave being used. Except as required by law, a request for leave without pay must
34 meet the following conditions:
35 a. The employee must be a permanent employee
36 b. The employee must have a bona fide intention of returning to work following the leave
37 c. The leave without pay must not, in the discretion of the University, interfere with
38 operational needs.
39
- 40 37.5 Cancellation of Leave Without Pay. The Employer may cancel a leave without pay upon
41 finding that the employee is using the leave for purposes other than those specified at the
42 time of approval, or where there are extreme circumstances requiring the employee's
43 return to work. The Employer will provide written notice to the employee that a leave
44 without pay has been cancelled. The notice will set a date for the employee's return to
45 work. Unless mutually agreed, the employee's failure to return to work on the date
46 prescribed will be considered job abandonment.
47
- 48 37.6 Schedule During Continuous Leave of Absence. Employees that are placed on an
49 approved continuous leave of absence, who do not work a Monday through Friday work
50 schedule, will be placed on a Monday through Friday work schedule (pro-rated to their

- 1 FTE) on their permanent shift- For example a 50% employee would be scheduled four (4)
- 2 hours per day Monday through Friday.
- 3
- 4 37.7 Benefits During Leave. Employees are encouraged to contact the Employer’s Benefits
- 5 Office (phone # 206-543-2800, benefits@uw.edu) prior to any leave without pay to
- 6 understand impact on benefits and learn about other points to consider.
- 7
- 8 37.8 Returning Employee Rights. Employees returning to work following an approved leave
- 9 without pay will be returned to the position they held prior to the leave without pay or to
- 10 another position in the same classification in the same geographical area unit and
- 11 organizational unit. In the event the employee’s position is substantially impacted during
- 12 the time the employee is on leave, they will be notified in writing and provided a time in
- 13 which to exercise any rights available pursuant to this Agreement.
- 14
- 15 37.9 Educational Leave. After six months of continuous employment, permission may be
- 16 granted for leave of absence without pay for up to one year of study, without loss of
- 17 accrued benefits. An employee shall not incur any reduction in pay when participating in
- 18 an educational program at the request of the employer.
- 19
- 20 37.10 Government Service Leave. After applicable accrued leave has been exhausted, Leave
- 21 without pay may be granted for government service in the public interest, including but not
- 22 limited to the U.S. Public Health Service or Peace Corps.
- 23
- 24 37.11 Volunteer or Community Service Leave. After applicable accrued leave has been
- 25 exhausted, Leave without pay may be granted for community volunteerism or service.
- 26
- 27 37.12 A classified employee taking an appointment to an exempt position shall be granted a
- 28 leave of absence without pay, with the right to return to his/her regular position, or to a like
- 29 position at the conclusion of the exempt appointment; provided application for return to
- 30 classified status must be made not more than thirty (30) calendar days following the
- 31 conclusion of the exempt appointment.
- 32
- 33 37.13 Leave of Absence-Duration. Leave of absence without pay shall not exceed twelve (12)
- 34 months except for educational leave which may be allowed for the duration of actual
- 35 attendance and leave for government service in the public interest. Leave of absence
- 36 without pay may be extended for an additional twelve (12) months upon signed request of
- 37 the employee and signed approval of the employing official or designee and the Human
- 38 Resources official. Additional leave of absence without pay may be approved by the
- 39 Human Resources official.
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Tentatively Agreed To:	
For the Union:	For the Employer:
<p>DocuSigned by: <i>Jane Hopkins</i> 8981B9A2356D493...</p>	<p>DocuSigned by: <i>Banks Evans</i> C5469E99932C427...</p>
Date: 6/3/2022	Date: 6/1/2022
For the Union:	
<p>DocuSigned by: <i>Justin Nowinger</i> 08A6CB801091432...</p>	
Date: 6/2/2022	

1 **ARTICLE XX – NONPERMANENT AND INTERMITTENT EMPLOYEES**

2 Only the following language in this Article applies to the Nonpermanent and Intermittent
3 Employees in Physician Assistant-Advanced Registered Nurse Practitioner, Physician
4 Assistant-Advanced Registered Nurse Practitioner Lead, Registered Nurse 1- Research,
5 Registered Nurse 2- Research, Registered Nurse 2, and Registered Nurse 3 positions and shall
6 constitute the whole agreement between the Union and the University regarding these
7 employees.

8
9 **XX.1. Definition.**

10 A Nonpermanent position can be created when any of the following conditions are met:

- 11 (A) The UW is recruiting to fill a vacant position with a permanent position;
12 (B) The UW needs to address a short-term immediate workload peak or other short-term
13 needs;
14 (C) The UW is not filling a position with a permanent position due to the impending or
15 actual layoff of a permanent employee(s);
16 (D) The UW is filling positions when a worker is on a leave-of-absence; or
17 (E) Temporary project.
18

19 **XX.2 Types of Nonpermanent Positions:**

- 20 A. Nonpermanent Hourly
21 B. Nonpermanent Fixed Duration

22 **XX.3 Nonpermanent Hourly and Nonpermanent Fixed Duration Appointments:**

- 23 A. The initial duration of a Nonpermanent Hourly and Nonpermanent Fixed Duration
24 appointment cannot exceed twelve (12) months from the hire date but may be extended
25 to no more than twenty-four (24) months if the conditions in XX.1 A-E still exist.
26 Individuals may receive consecutive Nonpermanent Fixed Duration or Hourly
27 appointments as long as:
28 1) Any subsequent appointment is to a different position; or
29 2) The multiple positions are cyclical in nature but last fewer than nine (9) months
30 during any consecutive twelve (12) month period.
31
32 B. Conclusion of the appointment will be at the discretion of the University, including
33 termination of appointment prior to its originally intended expiration date, and will not be
34 subject to Articles XX (Grievance Procedure) and Article XX (Seniority, Layoff, Rehire) of
35 the contract.
36

1 C. If the employee is not a permanent state employee, the employer must give one work
2 days' notice prior to conclusion of the appointment. A Nonpermanent appointment may
3 be terminated immediately with pay in lieu of the one work day of notice required for
4 Nonpermanent Employees.

5
6 D. If at any time during a Nonpermanent appointment, a short-term workload peak or other
7 short term need becomes ongoing and permanent in nature, the Employer must take
8 action to fill the position on a permanent basis.

9

10 **XX.4 Intermittent Positions**

11 An Intermittent position exists when the nature of the work is sporadic and does not fit a
12 particular pattern.

13 **XX.4 Hours of Work and Overtime.**

14 A. Hours of work for Nonpermanent and Intermittent Employees shall be established by the
15 employing official. Work assigned in excess of forty (40) hours in a seven (7) day work
16 week constitutes overtime. Overtime hours will be compensated at a rate of one-and-
17 one-half (1-1/2) times the employee's regular rate.

18 Time paid for but not worked shall not count towards the calculation of overtime.

19

20 B. Employment Information. A written form will be used to specify initial conditions of hiring
21 (including rate of pay, unit and shift). Upon request to their immediate supervisor,
22 employees will be given written confirmation of a change in status or separation in
23 accordance with University of Washington policy.

24

25 C. Minimum Work Availability. The minimum work availability for employees in intermittent
26 and nonpermanent hourly positions is four (4) shifts per four (4) week period. If an
27 employee withdraws availability, the shift does not count towards the minimum
28 requirement. All employees, once scheduled, are expected to honor the commitment,
29 with the exception of illness or serious emergency.

30

31 D. Notification of cancelled shift. Failure to notify or attempt to notify an intermittent or
32 nonpermanent hourly employee of cancellation of a shift at least two (2) hours prior to
33 the scheduled start time will result in the employee being provided the opportunity to be
34 assigned to a unit for a minimum of two (2) hours.

35

36 E. Hours Review. If the Union believes there is an employee in an intermittent or
37 nonpermanent hourly position who been working regular full or part-time hours for a
38 period of over twelve (12) months, may request to have their hours reviewed by the
39 Employer.

40

1 **XX.5 Probationary Period Upon Movement from Nonpermanent or Intermittent to**
2 **Regular.**

- 3 A. A Nonpermanent or Intermittent Employee hired into a regular bargaining unit position is
4 required to serve a probationary period.
5
6 B. A Nonpermanent or Intermittent Employee who is hired into a regular position in the
7 same job classification in the same unit without a break in service through open
8 recruitment will have their Nonpermanent or Intermittent hours of service apply toward
9 their probationary period for that position up to a maximum of three (3) months of the six
10 (6) month probationary period.
11
12 C. The Employer may convert a Nonpermanent or Intermittent position into a permanent
13 position if the Employer used a competitive process to fill the Nonpermanent or
14 Intermittent position or if the Nonpermanent or Intermittent position was filled using a
15 veteran placement program. In such circumstances the employee will serve a
16 probationary or trial service period, whichever is applicable.

17 **XX.6 Compensation.**

- 18 A. The rate of pay for employees under this Article must be placed on a salary step within
19 the range for the classified title that best fits the work.
20
21 B. The progression start date shall be established as follows:
22 1) The first of the current month for actions occurring between the first and the
23 fifteenth of the month; or,
24 2) The first of the following month for actions occurring between the sixteenth and
25 the end of the month.
26
27 C. **Annual Salary Adjustment.** Annual salary adjustments up to the top automatic step will
28 be administered the same as regular positions in the same classification.
29

30 **XX.X PREMIUMS**

31 The University agrees to pay Intermittent and Nonpermanent Registered Nurses who are
32 on standby, as required by the FLSA. Standby premiums for Intermittent and
33 Nonpermanent Research RN 1 and 2 placed on standby while off the University of
34 Washington premises will be \$4.00/hr.

- 35 A. Charge Nurse Pay \$2.25/hr (does not apply to Intermittent and Nonpermanent Research
36 RN 1 or 2). An intermittent Registered Nurse 2 who is assigned responsibility for an
37 organized unit for a period of four (4) or more hours. Charge nurse responsibility shall
38 not overlap on the same shift. "Organized unit" shall be defined by the Employer.
39 Intermittent nurses shall be eligible to apply for training as charge nurse. If a nurse is not
40 accepted into training, the nurse will receive an explanation.
41

42 Management will not generally assign charge duty to an intermittent or nonpermanent
43 hourly nurse. Nurses regularly assigned to a specific unit and who are qualified to act in
44 charge will be placed in charge before an intermittent or nonpermanent hourly nurse.

1
2 It is within the role of the Charge nurse to determine the need for additional staff based
3 on a thorough assessment of patient needs, unit activity, and available resources and to
4 make the appropriate recommendation to the staffing office/manager.
5

6 B. Certification. Intermittent, nonpermanent fixed duration, and nonpermanent hourly
7 nurses certified in a specialty area by a national organization and working in that area of
8 certification shall be paid a premium provided the particular certification has been
9 approved by the Associate Administrator for Patient Care, or designee, and further
10 provided that the nurse continues to meet all educational and other requirements to keep
11 the certification current and in good standing. A certified nurse is eligible for only one
12 certification premium regardless of other certifications the nurse may have. Certified
13 nurses will notify their respective Director/Manager in writing at the time certification is
14 received, providing a copy of the original certification document. Certification pay will be
15 effective the first full pay period after the date documentation is received by the
16 Director/Manager.
17

18 C. **PREMIUMS**

19 Certification	\$1.00
20 Charge	\$2.25
21 BSN	\$0.50

22
23

24 **XX.X Training.** Employees that are required to schedule and participate in mandatory
25 education by their department and will be compensated at the appropriate rate of pay.
26 Employees may attend in house education offered by the employer without cost when it
27 is also without cost for classified staff.
28

29 **XX.X Sick Time Off**

30 A. Employees in Nonpermanent Fixed Duration positions will accrue sick time off per Article
31 XX Sick Time Off.
32

33 B. Employees in Nonpermanent Hourly and Intermittent positions will earn a monthly sick
34 time off accrual proportionate to the number of hours in pay status (excluding overtime
35 hours) in the month to that required for full-time (1.0 FTE) employment. Sick time off
36 accruals cannot exceed eight (8) hours in a month.
37

38 **XX.X Vacation Time Off**

39 A. Employees in Nonpermanent Fixed Duration positions will accrue and use vacation time
40 off per Article XX Vacation Time Off.
41

42 B. Employees in Nonpermanent Hourly and Intermittent positions will earn a monthly
43 vacation time off accrual proportionate to the number of hours in pay status (excluding
44 overtime hours) in the month to that required for full-time (1.0 FTE) employment.

- 1
- 2 C. Employees in Intermittent positions will receive vacation time off accrual rate increases
- 3 in accordance with the accrual schedule in Article XX Vacation Time Off.
- 4
- 5 D. Employees in Nonpermanent and Intermittent positions are subject to the maximum
- 6 vacation time off accrual rules as outlined in RCW 43.01.044 for classified employment.

7 **XX.X Holidays and Holiday Credit**

- 8 A. Employees in Nonpermanent Fixed Duration positions will be paid for holidays and
- 9 receive holiday credit per Article XX Holidays.
- 10 B. Holiday credit is a balance of time off that is received in lieu of holiday compensation for
- 11 employees in Nonpermanent Hourly and Intermittent positions. Holiday credit accrual is
- 12 proportionate to the number of hours in pay status (excluding overtime hours) in the
- 13 same month of the holiday to that required for full-time (1.0 FTE) employment, excluding
- 14 all holiday hours. Holiday credit accrual will be calculated at the end of the month.
- 15 Employees in Nonpermanent Hourly and Intermittent positions hired during the month of
- 16 the holiday will not receive credit for holidays that occur prior to their hire date.
- 17 C. Employees in Nonpermanent Hourly and Intermittent positions shall be paid for holiday
- 18 credit in accordance with Article XX Holidays.

19 **XX.X Holiday Premium.** If an employee works one of the following holidays, they will receive
20 time and one half (1 ½) for all hours worked on that holiday: New Year’s Day, Martin Luther
21 King Jr. Day, Presidents’ Day, Memorial Day, Juneteenth, Independence Day, Labor Day,
22 Veterans’ Day, Thanksgiving Day, Native American Heritage Day, and Christmas Day.

23 **XX.X Personal Holiday**

- 24 A. Employees in Nonpermanent Fixed Duration positions will receive a personal holiday per
- 25 Article XX Personal Holiday.
- 26 B. Employees in Nonpermanent Hourly and Intermittent positions earn a personal holiday
- 27 at a rate proportionate to the number of hours in pay status (excluding overtime hours) in
- 28 the same month when the personal holiday is scheduled to that required for full-time (1.0
- 29 FTE) employment, excluding all holiday hours. The value of the Personal Holiday
- 30 cannot exceed eight (8) hours.

31 **XX.X Miscellaneous Leave.** If eligible, the Employer will continue to provide Family and
32 Medical Leave, Domestic Violence Leave, Civil Duty Leave (as unpaid release time), Leave
33 Without Pay for Reason of Faith or Conscience, and paid Military Leave in accordance with
34 University Policy, Article 13, and Article 15.

35

36 **XX.X ENDING EMPLOYMENT.** Hourly Registered Nurses and Physician Assistant-Advanced
37 Registered Nurse Practitioners planning to resign shall make a good faith effort to give at
38 least thirty (30) calendar days’ notice of intention to terminate. All resignations shall be
39 final unless the Employer agrees to rescind the resignation.

- 40 A. Registered Nurses and Physician Assistant-Advanced Registered Nurse Practitioners
- 41 who are not available to work for two (2) consecutive four (4)-week schedule periods and
- 42 those who have not informed their immediate supervisor of extended non-availability

1 may have their hourly appointment terminated. Registered Nurses and Physician
2 Assistant-Advanced Registered Nurse Practitioners who have not worked for six (6)
3 consecutive months will automatically have their hourly appointment terminated and
4 must reapply to be considered for hourly status.
5

6 B. Assignment of hours or continuation of employment is at the discretion of the Employer.
7 Upon request by the employee, a meeting to explain such action shall be held with a
8 representative of the Employer.
9

10 C. Registered Nurses and Physician Assistant-Advanced Registered Nurse Practitioners
11 out of compliance with the above minimums may have their hourly appointment
12 terminated. Notwithstanding the above, if a Hall Health Hourly Registered Nurses and
13 Physician Assistant-Advanced Registered Nurse Practitioners fails to provide dates to be
14 scheduled as required by the applicable agreement, or to any lesser extent required by
15 their unit, they shall be subject to a written warning. If they thereafter fail to provide dates
16 on a second occasion within a rolling year, their appointment may be
17 ended. Appointments may also end due to a lack of work.
18

19 D. Except as provided below, Hall Health Intermittent Registered Nurses and Physician
20 Assistant-Advanced Registered Nurse Practitioners who work a cumulative 1,872 non-
21 overtime hours or more from their date of hire in continuous employment shall not be
22 terminated except for just cause. The parties agree to adhere to the grievance process
23 as outlined in Article 6 Grievance Procedure. If an employee is not meeting
24 performance expectations, they will be given an action plan outlining the identified
25 issues. The parties agree to start at Step Two for terminations.

26
27 **XX.X OTHER PROVISIONS.** The Following Articles in this Agreement apply to Represented
28 Hourly Registered Nurses and Physician Assistant-Advanced Registered Nurse
29 Practitioners:

30	Article 1	Purpose
31	Article 2	Non-Discrimination
32	Article 3	Affirmative Action
33	Article 4	Recognition/Employer
34	Article 5	Union Dues Deduction
35	Article 14	Union Activities
36	Article 16	Committees
37	Article 17	Employee Facilities
38	Article 24	Management Rights and Responsibilities
39	Article 25	Performance of Duty
40	Article 26	Grievance Procedure
41	Article 27	Mandatory Subjects
42	Article 28	Health Insurance and Pension (if qualified per PEBB)
43	Article 29	New Employee Orientation
44	Article 30	Health and Safety
45	Article 31	Subordination of Agreement and Saving Clause
46	Article 33	Duration of Agreement

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Article 12 Employment Practices

- 12.2 – Personnel File (except section A)
- 12.3 – Liability Insurance
- 12.5 – Employee Assistance (if PEBB eligible only)
- 12.8 – Staff Meetings
- 12.9 – Delegation of Nursing Care
- 12.10 – Payroll Errors

10

11 Tentatively Agreed To:

12 For the Union:

For the Employer:

13

14

DocuSigned by:
Jane Hopkins
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DocuSigned by:
Banks Evans
C5469E99932C427...

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Date: 6/3/2022

Date: 6/1/2022

17

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19 For the Union:

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DocuSigned by:
Justin Mvizinger
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Date: 6/2/2022

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Date

MEMORANDUM OF UNDERSTANDING**By and Between****Service Employees International Union 1199NW****And****University of Washington****MOU: INTERMITTENT, NONPERMANENT, AND REPRESENTED TEMPORARY
EMPLOYEES**

The parties have reached agreement on the following regarding Intermittent, Nonpermanent, and Represented Regular Temporary employees and appointments.

A. Transition of employees:

- (1) On August 1, 2022, the Employer will move all existing Represented Temporary employees to new Intermittent, Nonpermanent Fixed Duration, or Nonpermanent Hourly positions.
- (2) All employees placed in the new appointment types will be placed on a step within the range for the classified title that is closest too but not less than their current rate of pay.
- (3) Except as described in Section 4 below, the employee's company service date, progression start date, position entry date and time off service date will be set as August 1, 2022. Where applicable, there will be no change to the employee's end date.
- (4) For employees who are in a per diem Nurse or ARNP appointment at the time of transition, the progression start date will be based on the number of hours worked since hire or their last step increase as follows:

Min	Max	PSD
0	<156	8/1/2022
156	<312	7/1/2022
312	<468	6/1/2022
468	<624	5/1/2022
624	<780	4/1/2022
780	<936	3/1/2022
936	<1092	2/1/2022
1092	<1248	1/1/2021
1248	<1404	12/1/2021
1404	<1560	11/1/2021
1560	<1716	10/1/2021
1716	<1872	9/1/2021

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B. Once the employees described in Section A have been placed in Intermittent, Nonpermanent Hourly, or Nonpermanent Fixed Duration appointments, the Employer will sunset the usage of temporary appointments for classifications represented by the Union.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Jane Hopkins</i> 8981B9A2356D493...</p> <hr/> <p>Date: 6/3/2022</p> <p>For the Union:</p> <p>DocuSigned by: <i>Justin Nowinger</i> 08A6CB801091432...</p> <hr/> <p>Date: 6/2/2022</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>Banks Evans</i> C5469E99932C427...</p> <hr/> <p>Date: 6/1/2022</p>
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1 **MEMORANDUM OF UNDERSTANDING**

2 **By and Between**

3 **Service Employees International Union 1199NW**

4 **And**

5 **University of Washington**

6
7 **MOU: UNIT CLARIFICATION INTERMITTENT AND NONPERMANENT EMPLOYEES**
8

9 1. Within 30 days the parties will jointly petition PERC to clarify the Research/Hall Health
10 bargaining unit to include employees working in the following intermittent and
11 nonpermanent positions.

- 12 A. Physician Assistant-Advanced Registered Nurse Practitioner
13 B. Physician Assistant-Advanced Registered Nurse Practitioner Lead
14 C. Registered Nurse 1- Research
15 D. Registered Nurse 2- Research
16 E. Registered Nurse 2
17 F. Registered Nurse 3
18

19 2. Within 90 days of the agreement, the Employer will provide each newly accreted
20 member with thirty (30) minutes of paid release time to attend a Union orientation
21 meeting. If the meeting is held virtually, the Employer will provide thirty (30) minutes of
22 paid release time for a Union Delegate to attend the Union meeting. Paid release of the
23 Union Delegate is subject to approval and business needs of the department.
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Tentatively Agreed To:

For the Union:

For the Employer:

DocuSigned by:
Jane Hopkins
8981B9A2356D493...

DocuSigned by:
Banks Evans
C5469E99932C427...

Date: 6/3/2022

Date: 6/1/2022

For the Union:

DocuSigned by:
Justin Nowinger
08A6CB801091432...

Date: 6/2/2022

ADDENDUM – HALL HEALTH TEMPORARY NURSES

~~XX.1 Represented Hourly Registered Nurses. Only the following language in this article applies to the Represented Hourly Registered Nurses at Hall Health and shall constitute the whole agreement between the union and the University regarding these employees.~~

~~• Job Classes: Hall Health/Research Bargaining Unit:~~

~~(XXXXX) Registered Nurse 2 (Hourly)~~

~~(XXXXX) Registered Nurse 3 (Hourly)~~

~~XX.2 Definition. The term Represented Hourly Registered Nurse shall mean an hourly paid Registered Nurse doing SEIU 1199NW bargaining unit work for at least three hundred fifty (350) hours in the previous twelve (12) month period and who does not hold dual appointments. Once the employee works at least three hundred fifty (350) hours the employee remains a Represented Hourly Registered Nurse until the end of the first twelve month period in which the employee does not work at least three hundred fifty (350) hours in a twelve (12) consecutive month period from the date of hire. An employee who has not worked sufficient hours to remain a Represented Hourly Nurse is excluded from the bargaining unit until the employee again works at least three hundred fifty (350) hours in a twelve (12) month period from the original date of hire.~~

~~XX.3 HOURS OF WORK AND OVERTIME~~

~~A. Employment Information. A written form will be used to specify initial conditions of hiring (including rate of pay, unit and shift). Upon request to their immediate supervisor, employees will be given written confirmation of a change in status or separation in accordance with University of Washington policy.~~

~~B. Minimum Work Availability. The minimum work availability for hourly Nurses is four (4) shifts per four (4) week period. If a Nurse withdraws availability, the shift does not count towards the minimum requirement. All hourly staff, once scheduled, are expected to honor the commitment, with the exception of illness or serious emergency.~~

~~C. Notification of cancelled shift. Failure to notify or attempt to notify a hourly nurse of cancellation of a shift at least two (2) hours prior to the scheduled start time will result in the employee being provided the opportunity to be assigned to a unit for a minimum of two (2) hours.~~

~~D. Hours Review. If the Union believes there is an employee classified as hourly who been working regular full or part time hours for a period of over twelve (12) months, may request to have their hours reviewed by the Employer.~~

~~XX.4 COMPENSATION AND PREMIUM PAY.~~

1 ~~All hourly Nurses under this Addendum shall be paid an hourly rate that falls within the~~
 2 ~~salary range for the job that best fits the bargaining unit work. Hourly nurses who have~~
 3 ~~worked at least 1872 hours at the regular rate of pay (equivalent to 90% FTE) in a hourly~~
 4 ~~role since their last increment equivalent salary increase or since beginning their current~~
 5 ~~hourly appointment (only hourly hours worked since November 1, 2020 would count~~
 6 ~~toward this calculation), but no more frequently than once every twelve (12) months,~~
 7 ~~may request a salary increase. If the review determines that 1872 hours were worked~~
 8 ~~since the last increment equivalent salary increase, the salary increase will be granted~~
 9 ~~effective the date of the request.~~

10 ~~A. Charge Nurse. A hourly Registered Nurse 2 who is assigned responsibility for an~~
 11 ~~organized unit for a period of four (4) or more hours. Charge nurse responsibility shall~~
 12 ~~not overlap on the same shift. "Organized unit" shall be defined by the Employer.~~
 13 ~~Nurses shall be eligible to apply for training as charge nurse. If a nurse is not accepted~~
 14 ~~into training, the nurse will receive an explanation.~~

15
 16 ~~Management will not generally assign charge duty to a hourly nurse. Nurses regularly~~
 17 ~~assigned to a specific unit and who are qualified to act in charge will be placed in charge~~
 18 ~~before a hourly nurse.~~

19
 20 ~~It is within the role of the Charge nurse to determine the need for additional staff based~~
 21 ~~on a thorough assessment of patient needs, unit activity, and available resources and to~~
 22 ~~make the appropriate recommendation to the staffing office/manager.~~

23
 24 ~~B. Certification. Nurses certified in a specialty area by a national organization and working~~
 25 ~~in that area of certification shall be paid a premium provided the particular certification~~
 26 ~~has been approved by the Associate Administrator for Patient Care, or designee, and~~
 27 ~~further provided that the nurse continues to meet all educational and other requirements~~
 28 ~~to keep the certification current and in good standing. A certified nurse is eligible for only~~
 29 ~~one certification premium regardless of other certifications the nurse may have. Certified~~
 30 ~~nurses will notify their respective Director/Manager in writing at the time certification is~~
 31 ~~received, providing a copy of the original certification document. Certification pay will be~~
 32 ~~effective the first full pay period after the date documentation is received by the~~
 33 ~~Director/Manager.~~

34
 35 ~~C. Training. Hourly Registered Nurses are required to schedule and participate in annual~~
 36 ~~skills validation and selected other education as pertinent to the classification and clinical~~
 37 ~~area. Required class time will be compensated at the appropriate rate of pay. Hourly~~
 38 ~~Registered Nurses may attend in house education offered by the employer without cost~~
 39 ~~when it is also without cost for classified staff.~~

40
 41 ~~D. PREMIUMS~~

Certification	_____	\$1.00
Charge	_____	\$2.25
BSN	_____	\$0.50

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 46 ~~XX.5 ENDING EMPLOYMENT. Hourly Nurses planning to resign shall make a good faith~~
 47 ~~effort to give at least thirty (30) calendar days' notice of intention to terminate. All~~
 48 ~~resignations shall be final unless the Employer agrees to rescind the resignation.~~

1 ~~A. Nurses who are not available to work for two (2) consecutive four (4) week schedule~~
2 ~~periods and those who have not informed their immediate supervisor of extended non-~~
3 ~~availability may have their hourly appointment terminated. Nurses who have not worked~~
4 ~~for six (6) consecutive months will automatically have their hourly appointment~~
5 ~~terminated and must reapply to be considered for hourly status.~~

6
7 ~~B. Assignment of hours or continuation of employment is at the discretion of the Employer.~~
8 ~~Upon request by the employee, a meeting to explain such action shall be held with a~~
9 ~~representative of the Employer.~~

10
11 ~~C. Nurses out of compliance with the above minimums may have their hourly appointment~~
12 ~~terminated. Notwithstanding the above, if a Hall Health Hourly nurse fails to provide~~
13 ~~dates to be scheduled as required by the applicable agreement, or to any lesser extent~~
14 ~~required by their unit, they shall be subject to a written warning. If they thereafter fail to~~
15 ~~provide dates on a second occasion within a rolling year, their appointment may be~~
16 ~~ended. Appointments may also end due to a lack of work.~~

17
18 ~~D. Except as provided below, Hall Health hourly nurses who are employed as of November~~
19 ~~1, 2020 shall not be terminated except for just cause. Newly hired Hall Health hourly~~
20 ~~nurses who are employed on January 1, 2021 or later who work a cumulative 1,872 non-~~
21 ~~overtime hours or more from their date of hire in continuous employment shall not be~~
22 ~~terminated except for just cause. The parties agree to adhere to the grievance process~~
23 ~~as outlined in Article 6 Grievance Procedure. If an employee is not meeting~~
24 ~~performance expectations, they will be given an action plan outlining the identified~~
25 ~~issues. The parties agree to start at Step Two for terminations.~~

26 ~~XX.6 SICK TIME OFF.~~

27
28 ~~A. Employees will accrue one (1) hour of sick time off for every forty (40) hours worked~~
29 ~~(0.025 per hour).~~

30
31 ~~B. Sick time off accrues at the end of the month and is available for use the following~~
32 ~~month.~~

33
34 ~~C. Accrued sick time off may be used~~

35 ~~1) in accordance with Article 15.2 and 15.3;~~

36 ~~2) for the suspension of operations when the employee's workplace has been~~
37 ~~closed by a public health official for any health related reason; and~~

38 ~~3) when the employee's child's school or day care has been closed by a public~~
39 ~~health official for any health related reason.~~

40
41 ~~D. Carryover and Separation: Employees may only carryover a maximum of forty (40)~~
42 ~~hours of accrued sick time off each calendar year. Accrued sick time off is not paid at~~
43 ~~separation.~~

44
45 ~~E. Paid sick time off will not count as work hours for the purpose of calculating overtime.~~

1 ~~37.8 OTHER PROVISIONS. The Following Articles in this Agreement apply to Represented~~
2 ~~Hourly Registered Nurses:~~

- 3 ~~Article 1 Purpose~~
- 4 ~~Article 2 Non-Discrimination~~
- 5 ~~Article 3 Affirmative Action~~
- 6 ~~Article 4 Recognition/Employer~~
- 7 ~~Article 5 Union Dues Deduction~~
- 8 ~~Article 14 Union Activities~~
- 9 ~~Article 16 Committees~~
- 10 ~~Article 17 Employee Facilities~~
- 11 ~~Article 24 Management Rights and Responsibilities~~
- 12 ~~Article 25 Performance of Duty~~
- 13 ~~Article 26 Grievance Procedure~~
- 14 ~~Article 27 Mandatory Subjects~~
- 15 ~~Article 28 Health Insurance and Pension (if qualified per PEBB)~~
- 16 ~~Article 29 Health and Safety~~
- 17 ~~Article 31 Subordination of Agreement and Saving Clause~~
- 18 ~~Article 33 Duration of Agreement~~
- 19
- 20 ~~Article 12 Employment Practices~~
 - 21 ~~• 12.2 Personnel File (except section A)~~
 - 22 ~~• 12.3 Liability Insurance~~
 - 23 ~~• 12.5 Employee Assistance (if PEBB eligible only)~~
 - 24 ~~• 12.8 Staff Meetings~~
 - 25 ~~• 12.9 Delegation of Nursing Care~~
 - 26 ~~• 12.10 Payroll Errors~~
- 27

28 Tentatively Agreed To:

29 For the Union:

For the Employer:

30 DocuSigned by:
Jane Hopkins
31 _____
8981B9A2356D493

DocuSigned by:
Banks Evans
_____ C5469E99932C427...

32 Date: 6/3/2022

Date: 6/1/2022

33 For the Union:

34 DocuSigned by:
Justin Novinger
35 _____
08A6CB801091432...

36 Date: 6/2/2022