

University of Washington Human Resources

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## RFPU Contract

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## UW/RFPU Contract (Effective 06/14/20-6/30/22)

### Article 1: Definitions

**Accredited:** Officially recognized and authorized by the ACGME (Accredited Council for Graduate Medical Education) or the Committee on Dental Accreditation (CODA).

**Chief Resident:** Typically, a position in the final year of the residency (e.g., surgery) or in the year after the residency is completed (e.g., internal medicine and pediatrics).

**Educational/Training Programs:** Curriculum, including didactic and clinical components, defined by and arranged within a department, sometimes in partnership with multiple departments, of the University in which Residents participate to further their Graduate Medical Education.

**Fellow:** Generally, a physician in a program of graduate medical education accredited by the ACGME who has completed the requirements for eligibility for first board certification in the specialty. The term “subspecialty Residents” is also applied to such physicians. Other uses of the term “Fellow” require modifiers for precision and clarity, e.g., research fellow.

**Fellowship:** see “subspecialty program.”

**Graduate Medical Education:** The period of didactic and clinical education in a medical

specialty which follows the completion of a recognized undergraduate medical education and which prepares physicians for the independent practice of medicine in that specialty, also referred to as residency education. The term “graduate medical education” also applies to the period of didactic and clinical education in a medical subspecialty which follows the completion of education in a recognized medical specialty and which prepares physicians for the independent practice of medicine in that subspecialty.

**Graduate-Year Level:** Refers to a Resident’s current year of accredited (or non-accredited) GME training. This designation may or may not correspond to the Resident’s particular year in a program. For example, a Resident in pediatric cardiology could be in the first program year of the pediatric cardiology program but in their fourth graduate year of GME (including the 3 prior years of pediatrics.) Also referred to as “post graduate year” or “PGY.” Graduate-Year Level or PGY may vary from Appointment Level (for the purpose of this contract, appointment level is defined as the level at which a Resident is paid for a specific period of time).

**On-Call:** A period of time, typically outside the formal business hours of the institution, during which a Resident is available to perform patient visits, respond to patient-care related matters, or evaluate a change in a patient’s clinical situation. This responsibility may be fulfilled by the Resident while they are primarily at home, also known as “home call,” or fulfilled by the Resident while they are present in the institution, also known as “in-house call.”

**Program:** A structured educational experience in graduate medical education designed to conform to the Program Requirements of a particular specialty/subspecialty, the satisfactory completion of which may result in eligibility for board certification.

**Program Director:** The one (1) physician designated with authority and accountability for the operation of the residency/fellowship program.

**Program Year:** Refers to the current year of education within a specific program; this designation may or may not correspond to the Resident’s graduate year level. *See Graduate-Year Level.*

**Residency:** A program accredited to provide a structured educational experience designed to conform to the Program Requirements of a particular specialty.

**Resident:** Any physician or a dentist in an accredited graduate medical education program, including Interns, Residents, and Fellows.

**Rotation:** An educational experience of planned activities in selected settings, over a specific time period, developed to meet goals and objectives of the program.

**Specialty Program:** A structured educational experience in a field of medical practice following completion of medical school and, in some cases, prerequisite basic clinical education designed to conform to the Program Requirements of a particular specialty; also known as 'core' programs.

**Sponsoring Institution:** The organization (or entity) that assumes the ultimate financial and academic responsibility for a program of GME. The sponsoring institution has the primary purpose of providing educational programs and/or health care services (e.g., a university, a medical school, a hospital, a school of public health, a health department, a public health agency, an organized health care delivery system, a medical examiner's office, a consortium, an educational foundation).

**Subspecialty Program:** A structured educational experience following completion of a prerequisite specialty program in GME designed to conform to the Program Requirements of a particular subspecialty.

## Article 2: Committee Memberships and Hospital Committee

1. The following committees, or their respective substitutes, as long as such committees exist, shall include at least one (1) Resident designated by the RFPU:

### UWMC

1. Medical Services Administrative Committee (MSAC)
2. Patient Safety Committee
3. Quality Oversight Committee
4. Quality Metrics and Performance (QMAP)
5. Physician Engagement Team (UW Medicine)
6. UWMC Board Facilities, Finance and Joint Conference Committee
7. Inpatient Clinical Performance Council ICPC
8. Medical Quality Improvement Committee (MQIC)

### HMC

1. Medical Quality Improvement Committee (MQIC)
2. Critical Care Council
3. Trauma Council
4. Surgical Council
5. HMC Patient Safety Committee
6. HMC Quality Improvement Committee
7. HMC OI Metrics Meeting
8. Acute Care Council

## 9. Infection Prevention and Control Committee

**2. GMEC and the GMEC Policy Subcommittee.** The GMEC Committee (GMEC) and the GMEC Policy Subcommittee shall each include the RFPU president (or designee) and have a minimum of three (3) peer-selected Residents/Fellows. Resident members of the Policy Subcommittee do not have to be members of the GMEC.

**3. All Other Committees.** The RFPU reserves the right for final selection and/or approval for each Resident committee member when said Resident committee member will, in general, serve as a RFPU representative. At least one (1) RFPU appointed representative shall be designated to each other committee listed above.

**4. Substitutions.** For all other committees except GMEC, in the event that the RFPU-appointed representative cannot make a committee meeting, a substitute from the RFPU Board may be designated by RFPU, provided 24 hours notice is given to the committee chairperson. Specifically regarding GMEC, the RFPU may appoint one (1) substitute designee each academic year in order to facilitate RFPU board member attendance when the RFPU-appointed representative cannot be there. Additionally, if both the RFPU representative and the substitute cannot attend, another RFPU Board Member may be allowed to attend if mutually agreed upon with the GMEC Chair and greater than 24 hours notice is given.

**5. Voting Rights.** It is understood that the voting rights of the Resident committee members may vary by committee and may not exist in certain committees. This may vary if mutually agreed upon by both the Resident member(s) and the respective Committee Chair. Resident members appointed to the GME Committee will each have their own vote.

**6.** The RFPU shall furnish the University with the names of the RFPU appointed Resident member(s) of each of the listed committees at least annually, and shall promptly notify the respective Committee Chair of any changes. At least annually, the University shall provide an updated list of committees including newly formed committees and committee substitutes, name changes, or changes in the Committee Chairs.

In the event that a new committee pertinent to the learning and working environment for Residents is established, the University and the RFPU, by mutual agreement, may include an RFPU-endorsed Resident committee member on the new committee.

It is understood that when a committee agenda includes a subject concerning the University's relationship (existing or potential) with any union, or involves the administration of any collective bargaining agreement or wages or benefits for any employee, whether or not members of this bargaining unit, Residents in attendance may be excused from that portion of the committee meeting by the Chair of the Committee.

The Employer reserves the right to modify, eliminate, or consolidate any of the above Employer established committees.

**8.** RFPU and the University agree that Resident representation on University committees is beneficial to all parties. As such, when in compliance with a program's leave policy, all RFPU and peer-appointed Resident/Fellow committee members shall be granted an excused absence(s) from regular clinical or scholarly duties to attend their respective committee meeting.

## Article 3: Childcare

- 1. Purpose.** The University and the Residents are committed to working together to address the challenges of obtaining affordable, flexible, and reliable childcare for Residents with children given the high cost of quality childcare and the demanding, and often unpredictable, nature of residency work hours.
- 2. UW Children's Centers.** University of Washington Childcare Centers (UWCC) serve faculty, staff, and students by providing year-round, on-site, infant, toddler, and preschool childcare. Childcare center enrollment eligibility and priority is outlined in Administrative Policy Statement 51.1. Residents can download the wait pool application to add their names to the UWCC wait pool, which covers all four Seattle campus centers, at [hr.uw.edu/child-care-uwcc](https://hr.uw.edu/child-care-uwcc) and/or download the wait pool application for the UW Children's Center at Harborview. <https://hr.uw.edu/child-care/child-care-at-harborview/>
- 3. Childcare Fund.** Access to the highly desirable, affordable UW Children's Centers is limited. To reduce the higher financial burden of seeking childcare outside of the University Centers, UW will create a fund to assist in childcare expenses, making available \$50,000 per year to a Resident Childcare Fund, hereafter referred to as the RCF. The RFPU will be responsible for determining eligibility criteria for appropriate distribution based on Resident need. The University will be responsible for distributing these funds no more than twice annually. The eligibility criteria to be utilized by the RFPU will be provided to the University at the beginning of each year.
- 4. Offsite Childcare.** Residents will receive priority access to Bright Horizon and KinderCare childcare centers as detailed at <https://hr.uw.edu/child-care/off-site-child-care/>, and the enrollment fee will be partially waived.
- 5. Back-up and Sick Child Care.** If the University of Washington has an active contract for Back-up/Sick Child Care Services, Residents shall be able to fully participate. The University shall underwrite the entire daily fee. Residents shall pay the current vendor registration fee.
- 6. Other Childcare.** Residents with dependents are eligible to participate in the University's sick and back-up child care programs as detailed at <https://hr.uw.edu/child->

care/backup-and-sick-child-care/, as well as other programs detailed at <https://hr.uw.edu/child-care/nannies-assistance-programs/> and childcare discounts advertised through The Whole U program.

7. At the request of either party, the RFPU and the University will continue to meet and discuss childcare-related improvements for Residents with children or those who plan to have children.

## Article 4: Disciplinary Action and Just Cause

Residents may only be subject to discipline for just cause. A focus of concern is not considered a disciplinary action, and is therefore not grievable.

## Article 5: Dues Deduction and RFPU Membership

1. **Notification.** The Employer shall notify employees interviewing for or hired into a bargaining unit position of the RFPU's status as their exclusive bargaining representative, both when they interview for a position at UW and within thirty (30) days of beginning the Residency program. Introductory documents crafted by the employer regarding the RFPU's existence will be sent to RFPU annually for comment. In addition, the RFPU may write an introductory document to be available to candidates on the GME website. This document shall be subject to approval by the Employer. The Employer will also provide a copy of the aforementioned document to programs which may include it in initial interview packets.
2. **Listing of Residents.** The University shall provide the RFPU with a monthly listing of all Residents with union dues deductions, and a monthly listing of all Residents who terminated their Residency. The University shall provide this information electronically along with their name, PGY, department and start date.
3. **Determination of Membership Dues.** It shall be the sole responsibility of the RFPU to determine the amount of dues necessary for membership in the RFPU for each academic year and in accordance with the Articles of Incorporation of the RFPU. The amount of the dues shall be provided by the Union in writing each year to the University.
4. **Dues Deduction.** Upon written authorization to the Union by an individual Resident to become a member of the Union and pay membership dues, the University shall provide for payroll deductions of RFPU dues which are uniformly applied to all RFPU members. The Employer will honor the terms and conditions of each employee's signed membership card upon authorization by the Union.
  - A. RFPU shall be the keeper of records regarding each employee's payroll deduction status.
  - B. The Union shall transmit to the Employer by the cut-off date for each payroll

period, the name and Employee ID number of employees who have, since the previous payroll cut-off date, provided authorization for deduction of dues or have changed their authorization for deduction.

- C. In order to prevent dues from being erroneously deducted from nonmembers, the Employer and RFPU will together do a detailed audit in July 2020 to ensure that all former members are removed from dues deduction.
- D. In the event that the Employer erroneously deducts dues from the paycheck of a nonmember, the employer shall remove nonmembers from dues deduction immediately upon notification from the RFPU.

- 5. **Remittance of Dues.** The University shall electronically transmit to the RFPU within five (5) work days after each payday all dues deducted for that pay period in those bargaining units for which the RFPU is the exclusive bargaining representative.
- 6. **Revocation.** An employee may revoke their authorization for payroll deduction of Union dues by written notice to the Employer and the Union in accordance with the terms and conditions of their signed membership card. If an employee contacts the Employer to revoke their authorization for payroll deduction without contacting the RFPU, the Employer will direct the employee to contact the RFPU and will also independently notify the RFPU immediately of the employee's intentions. Every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll. This will occur after the Employer receives confirmation from the Union that the dues revocation terms of the employee's signed membership card have been met.
- 7. **Indemnification.** If the University is found to be at fault in legal proceedings, the RFPU shall indemnify and hold the University harmless against any claims, demands, suits, or any other form of liability that shall arise out of or by reason of action taken or not taken by the University under this Article. In the event that litigation that arises out of this article could reasonably render the RFPU financial insolvent, the RFPU will adhere to the following process: the RFPU will immediately post a bond or provide some other form of security in order to ensure sufficient resources to cover the indemnification for a legal action by a Resident challenging his/her termination for failure to comply with this Article.
- 8. **Public Records Requests and Privacy.** Labor Relations will notify the Union of public records requests for information received by the UW Office of Public Records that directly concern and encompass all RFPU's members. Notification will be provided in order to allow for a ten (10) day protest period.

## Article 6: Fringe Benefits

- 1. **Resident Orientation.** Residents attending mandatory orientation activities prior to

the start of their appointment will be paid according to their appointment level. The following activities are paid: GME Orientation, program orientation, EHR training and LMS modules.

2. **Professional Liability Coverage.** In accordance with the University policy (Board of Regents Governance Standing Orders Chapter 5: Indemnification of University Personnel: <https://www.washington.edu/admin/rules/policies/BRG/SOCh5.html>), and in compliance with ACGME institutional requirements. Professional liability coverage will be provided by the University of Washington at no cost to the Resident. This insurance will cover the Resident's good faith performance of their assigned duties in the training program, which may also include program-approved volunteer activities and off-site/overseas and global health rotations. The professional liability coverage will not apply to actions, claims or proceedings arising out of acts taken in bad faith.
3. **Wellness and Counseling Services.** Counseling, therapy and referral services for Residents and Fellows dealing with specific concerns such as stress, anxiety, depression, burnout, relationship issues, grief/loss, and interpersonal conflicts are available for free, and are kept confidential. Referrals to behavioral health services when necessary are also provided. Residents will make every effort to schedule these sessions at times when their absence will not impact patient care. In accordance with ACGME common program requirements, Residents must be given the opportunity to attend medical, mental health, and dental care appointments, including those scheduled during their working hours.
4. **Meals.** Residents on certain shifts or call will receive meals reimbursements as described in the meals policy and RFPA. At the VA, food will be provided in accordance with the meals policy and RFPA. At SCH, meals reimbursements will be provided according to their meals policy. At UWMC-Montlake, UWMC-Northwest, and HMC through June 30, 2020 meals will be reimbursed at seven dollars and fifty cents (\$7.50) per meal; beginning July 1, 2020, the Employer will increase meal reimbursement to ten dollars (\$10.00) per meal.
5. **Pagers and Cell Phones.** Residents who are required to have a pager will be provided with one (1) pager by their training program, which must be returned to the program at the completion of training. Replacement costs due to loss are responsibility of the Resident. If the Employer expands the application of the current policy or changes the UW Medicine Mobile Device Use and Allowance Policy to expand eligibility, the RFPU will have the opportunity to bargain.
6. **Uniforms and Laundry.** Programs that require their Residents wear a physician lab coat will provide these at the beginning of residency and provide access to UW Medicine cleaning services at no cost to the resident. Replacement of coats may be the responsibility of the Resident. Availability of scrubs and laundry services for uniforms will be provided in accordance with the policies and practices of the Resident's program and existing hospital assignment.



7. **Relocation.** Programs may approve relocation expense reimbursement consistent with Administrative Policy Statement 34.2.
8. **Fitness.** Residents will have the same access to exercise equipment as other employees at training sites operated by the Employer. Additionally, Residents will have access to exercise equipment at training sites not operated by the Employer in accordance with the policies at those training sites.

## Article 7: Grievance Procedure

1. **Purpose.** The parties recognize that disputes may occasionally arise concerning the terms and conditions of this Agreement and such disputes shall be resolved through this grievance procedure.
2. **Definition.** A grievance is a claim by an employee or group of employees covered by this Agreement or by the RFPU that the University has violated a specific provision of this Agreement. Matters involving the evaluation of academic or clinical performance or professional behavior, a non-reappointment decision, or any other academic matters including but not limited to the failure to attain the educational objectives or requirements of the training program may not be pursued as grievances under this Article. Appeals related to these matters are covered under the UW GME Remediation Policy and Grievance Procedure.
3. **Contents.** The written grievance shall include the following information. Failure to include the following information will not delay filing of the grievance or starting the clock for required response and meetings.
  - A. The date upon which the grievance occurred.
  - B. The specific Article(s) and Section(s) of the Agreement violated.
  - C. Specific remedy requested.
  - D. The grievant(s) name(s).
  - E. Name and signature of Union representative (Staff or Steward).
  - F. The nature of the grievance.
4. **Scope.** This article does not govern complaints made outside the terms of this Agreement.
5. **Consolidation.** Grievances arising out of the same set of facts may be consolidated by written agreement.
6. **Grievance Withdrawal.** A grievance may be withdrawn by the Union in writing at any time.
7. **Representation.**
  - A. An employee may not file a grievance without the permission of the RFPU. All employees are encouraged to resolve disagreements within their respective programs. Employees may contact the RFPU at any time to begin the grievance

procedure, and the RFPU has sole discretion to determine whether the grievance shall be filed, and the extent to which the grievance shall be pursued.

B. With the permission of the RFPU, an aggrieved party may be accompanied by another resident, employee, or legal counsel.

8. **Time Limits.** Failure to notify, file, or appeal a grievance within the specified time periods will constitute a waiver of the grievance and the matter will be deemed resolved. Similarly, failure of the University to respond within the time limits permits the grievance to automatically proceed to the next step of the grievance procedure. By mutual written agreement, parties may extend any and all time limits, and reasonable requests for specific time extensions should be honored.
9. **Filing and Processing.** A grievance must be filed within sixty (60) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence. When possible the sixty (60) day periods above should be used to attempt to informally resolve the dispute. The union steward or staff representative will indicate when a discussion with the Employer is an attempt to informally resolve a dispute.
10. **Retaliation.** Under no circumstances will the University tolerate retaliation against a Resident for filing or otherwise exercising the rights of this article. Any Resident who believes that retaliation has occurred against them by any member of the University should notify the GME Office immediately.
11. **Grievance Process.** The following procedure represents the exclusive means for deciding grievances. Both parties agree to undertake the process in good faith and to confer with one another throughout the process. A grievance can start on Step Two if the grievance pertains to a bargaining unit wide issue. The RFPU can unilaterally decide to skip Step One. In addition, upon mutual agreement, Step Two or Three may be skipped. No resolution that is inconsistent with terms of this Agreement will be permitted.

A. **Step One.** A grievance must be filed in writing (or electronically) by the RFPU on behalf of the aggrieved party or parties to the Program Director, the GME Office, and the Director of Labor Relations ([laborrel@uw.edu](mailto:laborrel@uw.edu)). The date of filing is the date the grievance is received by the Program Director, GME Office, and Labor Relations.

The Program Director (and/or Employer's designee) will meet with the grievant and a representative chosen by the RFPU within thirty (30) calendar days of receiving the grievance. Both parties will make a good faith effort to schedule the meeting in a timely fashion. The grievant will have the opportunity to present their case at this meeting. The Program Director (or Employer's designee) will issue a written response to the grievance within fourteen (14) calendar days of the meeting. The response will cite the specific article(s) of this Agreement that is under question and include an explanation

of the decision, including why the case did or did not amount to a violation of this Agreement.

Resolutions at Step One, although final, will not be precedential.

**B. Step Two.** If the grievance is not resolved at Step One, the RFPU may appeal in writing to the GME Office and Labor Relations within fourteen (14) calendar days after receipt of the Step One decision. The Employer may designate other appropriate University personnel to act as the University's representative for the purposes of Step Two.

Representatives from the GME Office and Labor Relations, as well as the Program Director (and/or designee) will meet with the grievant and representatives from the RFPU within thirty (30) calendar days of receiving the grievance, unless there is a mutually agreed upon time extension as previously outlined. The grievant will have the opportunity to present its case at this meeting. The Employer will issue a written response to the grievance within fourteen (14) calendar days of the meeting. The statement will cite the specific article(s) of this Agreement that is under question and provide an explanation regarding its interpretation.

No resolution that is inconsistent with the terms of this Agreement will be permitted.

**C. Step Three. Grievance Committee and Mediation.** If the grievance is not resolved at Step Two, the RFPU may appeal in writing within fourteen (14) calendar days of receipt of the Step Two decision. The Step Two appeal must be filed with the GME Office and the Director of Labor Relations. The Union will indicate on the appeal if they are requesting the Grievance Committee or Mediation.

I. **Committee:** If the Union requests the Grievance Committee and the Employer agrees, the GME Office will forward the grievance to the Chair of the Graduate Medical Education Committee (GMEC). The Chair of GMEC and RFPU will appoint a committee to hear the grievance as outlined below. The committee will convene within thirty (30) calendar days of the GME Office receipt of the appeal on a mutually agreed upon date. If the Committee meeting cannot be scheduled within sixty (60) days of the GME Office receipt of the appeal due to lack of availability of the participants, either party may forgo the Committee process and submit the grievance to PERC for mediation.

II. **Composition:** The committee will be composed of two (2) physician representatives chosen by the Chair of the GMEC and 2 resident members chosen by the RFPU. Faculty and residents of the program(s) involved in the dispute may not be appointed, except in grievances pertaining to the entire membership. An

additional representative will be designated by the Director of Labor Relations. The Committee will be chaired by the Associate Dean for Graduate Medical Education or his/her designee. In order to hasten scheduling of this meeting, both the Chair of GMEC and the RFPU are encouraged to select at least four representatives each who could serve, collect availability information, and then decide on the exact members based on ability to schedule the meeting in a timely fashion.

III. **Attendance:** The aggrieved party(ies) and any other individuals with germane knowledge of the events or specific terms of the Agreement under consideration will be permitted to attend the meeting. However, only the aforementioned Committee members are permitted to be in attendance during any pre-proceeding meetings (i.e., organizational meetings) and the deliberations.

IV. **Execution:** Both parties will have an opportunity to present their interpretation of the case to the Committee. Members of the Committee may ask clarifying questions to either party at any time. The Committees as well as both parties will have an opportunity to ask questions of third parties who appear as subject matter experts or witnesses.

V. **Decision-Making:** The Committee shall issue a written consensus statement of its findings and render a recommended course of action within fourteen (14) calendar days that will be transmitted to all parties to the grievance. Any Committee member may write a dissenting statement in addition to the consensus statement that is allowed. The RFPU and the University shall each have fourteen (14) calendar days to accept or reject the Committee decision. If either party rejects the decision, the matter may be moved to Step Four.

**D. Step Three Grievance Mediation.** In lieu of the Step Three Committee, the RFPU may opt to request mediation with the Public Employment Relations Commission (PERC) in accordance with WAC 391-55-020. In addition to all other filing requirements, the request must include a copy of the grievance and all previous responses.

RFPU will send a copy to the Labor Relations Office within thirty (30) days of receipt of the Step Two decision. The University will inform the RFPU, in writing, and PERC within thirty (30) days of receipt of Mediation request if they are not in agreement. Participation in mediation will be on a voluntary basis. Proposals made in mediation will not have any precedential value or relevance at arbitration unless otherwise agreed by the parties. At any point, either party can choose to proceed to Step Four.

**E. Step Four.** If the grievance is not resolved at Step Two or at Step Three, the RFPU may appeal the grievance to an impartial arbitrator within thirty (30) calendar days

after the receipt of the Step Three decision or the conclusion of the Step Three mediation. The submission of the matter to arbitration will be provided to the GME Office and the Director of Labor Relations and will state the issue to be arbitrated and remedy that is sought.

**Panel of Arbitrators:**

- I. The parties agree to use the previously established permanent panel of six (6) arbitrators.
- II. An arbitrator will be selected from the permanent panel by the parties alternately striking names until one remains. If the arbitrator is not available to hear the case within sixty (60) calendar days of being contacted to request available arbitration dates either party may elect to go to the whose name was the last to be struck. If no arbitrator can hear the case within sixty (60) calendar days of being contacted, the case will be assigned to the arbitrator who can hear the case on the earliest date.
- III. The appointment to the panel will be for the life of the Agreement. If an arbitrator decides to remove their name from the panel the parties will meet to decide whether to substitute an additional name(s).
- IV. The arbitrator will conduct a hearing in accordance with the rules of the American Arbitration Association. The arbitrator will strive to render a decision on the grievance within thirty (30) days of the close of the hearing, or as otherwise agreed between the parties.
- V. The decision of the arbitrator will be binding on all parties.
- VI. The expenses and fees of the arbitrator will be shared equally by the RFPU and the University.
- VII. The parties agree that the arbitrator shall not have the power or jurisdiction to render a decision that adds to, subtracts from, alters, amends or modifies in any way the terms and conditions of Agreement. The arbitrator will have no jurisdiction or authority to substitute his/her judgment for any academic or clinical judgment made by the University.
- VIII. Each party is responsible for all fees and costs of its staff representatives, attorneys, experts, witnesses, and all other costs related to the development and presentation of their case.

## Article 8: Health and Safety

1. **Policies.** The University will ensure a healthy and safe learning and working environment that provides for security and safety measures appropriate to the participating site. The University shall comply with applicable Federal, State, and local health and safety legislation and regulations and has designated the University's Environmental Health and Safety Department to advise and monitor compliance with such standards. The University will provide notice and an opportunity to bargain the impacts of any policy changes that have a material impact on Resident safety.
2. **Working Conditions.** All work shall be performed in conformity with applicable safety standards. Residents are encouraged to immediately report any unsafe working conditions to their Program Director. No Resident shall be disciplined for reporting any condition nor be required to work or to operate equipment when they have reasonable grounds to believe such action would result in immediate danger to life or safety. On request, the Environmental Health and Safety Department shall review the concern and issue a decision.
3. **Committee.** Health and safety issues shall be an appropriate agenda item for the Housestaff Advisory Committee on an ongoing basis.

## Article 9: Housestaff Advisory Committee

1. **Purpose.** Representatives of the University and the RFPU will meet periodically to provide a forum for communications between the parties to deal with matters of general concern.
2. **Composition.** The Housestaff Advisory Committee will be composed of three (3) members of the RFPU collective bargaining unit and three (3) representatives from the University.
3. **Meetings.** Committee meetings may be requested by an authorized representative of either party at any time. Requests for a quarterly meeting will be honored, but the parties may agree to meet more or less frequently. At least one (1) weeks' notice will be given to Committee members of the meeting time and agenda.
4. **Committee Scope.** The Committee's function will be limited to an advisory capacity and will not include any decision-making or collective bargaining authority, but the parties may recommend topics or language for discussion by the bargaining teams at subsequent collective bargaining sessions. Committee meeting topics will be limited to subjects of group rather than individual concern, unless mutually agreed upon. The Committee will not discuss grievances as defined in this agreement without mutual agreement. It is not intended that this Article obligate either party to negotiate on personnel matters covered in this Agreement or to alter, limit, restrict, or reduce prerogatives of either party otherwise provided in this Agreement.

## Article 10: Leave – Bereavement

**Bereavement Leave.** In the event of the death of a Resident’s family member, a Resident shall be granted paid bereavement time off. The amount of paid time off shall be only that which is required to attend the funeral and/or make arrangements necessitated by the death, but in no event shall it exceed three (3) days. Up to two (2) additional days may be granted if significant travel is required. If additional time off is needed, the Resident may request the use of available vacation or sick time off. The Resident must inform the Program Director as soon as possible of the need for bereavement time off. Family member is defined in Article 15 Leave – Sick.

## Article 11: Washington Family Medical Leave Program (PFML)

Washington Family Medical Leave Program effective January 1, 2020

The parties recognize that the Washington State Family and Medical Leave Program (RCW 50A.04) is in effect beginning January 1, 2020 and eligibility for and approval of leave for purposes as described under that Program shall be in accordance with RCW 50A.04. In the event that the legislature amends all or part of RCW 50A.04, those amendments are considered by the parties to be incorporated herein. In the event that the legislature repeals all or part of RCW 50A.04, those provisions that are repealed are considered by the parties to be expired and no longer in effect upon the effective date of their repeal.

Under RCW 50A, employer provided healthcare benefits must be maintained during a PFML leave, so interspersing time off is not required provided the employee qualifies for a reason under the federal FMLA. Under RCW 50A.15.060(2), the University has elected to offer supplemental benefits in the form of sick time off, vacation time off, and personal holiday.

Employees requesting PFML benefits through the Employment Security Department must provide notice to the University as outlined under RCW 50A.04.030.

For more information about how to apply for PFML and how to use concurrent leave benefits, please refer to <https://ap.washington.edu/ahr/policies/leaves/washington-state-paid-family-and-medical-leave-pfml/>.

**Extended Leave.** Residents working at training programs outside of the State of Washington who are not eligible for PFML and are not covered by a similar state-paid sick leave programs may be eligible for paid extended leave if the Resident has used all of the Resident’s eligible vacation and sick time off, and would otherwise need to take time off without pay or separate from the UW GME training program. The Resident must have a “qualifying condition.” Qualifying conditions generally may be expected to include a severe, extraordinary, or life-threatening illness or injury, such as suicidal ideation or substance

abuse disorder, requiring extended inpatient treatment under the direction of the relevant state's Physicians Health Program. Eligible Residents may receive and use a maximum of twelve (12) weeks of paid extended leave during their appointment as a Resident to the University. Paid extended leave will not be approved in excess of what is authorized by the Resident's healthcare provider. All requests for paid extended leave are subject to the approval by the Employer. Family and Medical Leave Act (FMLA) leave, if available, runs concurrently with Paid Extended Leave.

## Article 12: Leave – Holidays

1. **Holidays.** Residents may join in the observance of all official holidays recognized by the training site at which they are assigned at the time of the holiday. Programs will try to schedule these days free from responsibilities for Residents, however, clinical responsibilities and educational requirements may necessitate that a resident report for duty on a holiday. Program Directors will make every effort to fairly distribute required clinical responsibilities that fall on a holiday amongst Residents over the course of the training program. For the purposes of this Article, Seattle Children's will observe the same holidays as the University of Washington for Resident work assignments. The University of Washington holidays are as follows:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Presidents Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans Day
8. Thanksgiving Day
9. Native American Heritage Day
10. Christmas Day

Residents who are not scheduled to work on the above holidays will not be required to utilize any other type of paid time off for the holiday.

2. **Faith/Conscience Unpaid Holiday.** In accordance with RCW 1.16.050, Residents may take up to two (2) unpaid holidays per calendar year for a reason of faith or conscience, or for an organized activity conducted under the auspices of a religious denomination, church, or religious organization. To take unpaid time off under the statute, Residents must consult with their Program Director and use their Program's procedure for making advance time off requests. The Resident will need to inform their Program Director that the requested unpaid day(s) is for a reason of faith or conscience or for



an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The Program Director can only deny a Resident's requested day(s) off if the Program Director determines that the requested time off would impose an undue hardship on the training site, or the Resident's presence is necessary to maintain public safety. Undue hardship is defined in Washington Administrative Code (WAC) 82-56-020. Residents may be asked to provide verification for their unpaid time off request.

- 3. Paid Personal Holiday.** Residents are entitled to one (1) paid personal holiday per calendar year. Each Resident may select the day on which the employee desires to take the personal holiday provided for in this section after consultation with and approval from their Program Director pursuant to applicable state law. Unless requested by the resident, use of the paid personal holiday will not be substituted for other leave types. If unused in the calendar year, the personal holiday is forfeit, and it is not paid at separation. It is the employee's responsibility to schedule the personal holiday before December 31st. If before the end of the calendar year the employee requests the use of their personal holiday in accordance with the employer's leave procedures and the employer denies the request, the employee is entitled to carry over the personal holiday to the next calendar year.

## Article 13: Leave – Miscellaneous

**1. Parental Leave.** Parental leave is defined as: up to four (4) months of leave taken after the birth of a child to the Resident, spouse or domestic partner, or because of the placement of a child with the Resident or domestic partner through adoption or foster care. Parental leave may extend up to six (6) months, including time covered by the FMLA, during the first year after the child's birth or placement. Leave beyond the period covered by FMLA may only be denied by the Employer due to operational necessity. Extensions beyond six (6) months may be approved by the Employer. The Resident may use a combination of vacation, up to eighteen (18) weeks of sick time off, personal holiday, and/or unpaid time off while on parental leave.

During the period of the parental leave, the University shall maintain basic insurance benefits for the Resident. The Resident will be responsible for maintaining any optional insurance coverage, other payroll deductions, and insurance co-payments. Residents may utilize benefits under Washington's Family and Medical Leave (PFML) Program as defined in RCW 50A.04.

**2. Pregnancy Accommodation.** The Employer and the Union will comply with all relevant federal and state laws, regulations, and executive orders and with the provisions of Washington Administrative Policy Statement 46.7 Reasonable Accommodation of Pregnant

Employees. The University and the Union are committed to providing reasonable accommodation to pregnant employees. Pregnant Residents are encouraged to seek needed accommodations to their schedules and work responsibilities during their pregnancy and for two (2) months afterwards. The University will provide training/guidance to Program Directors regarding accommodation for pregnant Residents.

**Reasonable Accommodations.** Pregnant Residents may request reasonable accommodations that may include, but not limited to, relief from overnight call, shifts of 24 hours or greater, and work requiring possible exposure to radiation and teratogens (both chemical and infectious). However, the pregnant Resident may request any accommodations they choose. A pregnant Resident will be granted a request for relief from working shifts of 24 hours or greater during the period of pregnancy. Accommodations, if granted, may take the form of schedule changes, reassignment of work site, or decreased work hours. Residents may be required to make up these responsibilities, however Program Directors are encouraged to guarantee these accommodations without the requirement to make them up after the fact.

**How to Request Accommodations.** A pregnant Resident may request an accommodation from the Resident's Program Director or by contacting the Disability Services Office (DSO). At no point is the resident required to disclose the need for an accommodation or the underlying medical condition to their immediate supervisor or any University representative outside of DSO, or Academic Human Resources (AHR). The Program Director, with or without assistance from the DSO, will make a good faith effort to promptly implement requested accommodations that are determined to be reasonable. Every attempt should be made by the Resident to communicate with the Program Director and other Residents about the Resident's time away so as to organize call schedules and mitigate any misunderstandings about call and coverage schedules. Residents who initially make accommodation request through their Program Director are encouraged to contact DSO if there is disagreement or discrepancy regarding requests and accommodations made. The parties may discuss the effectiveness of this section as an ongoing topic at the Housestaff Advisory Committee.

**3. Family and Medical Leave.** Consistent with the federal Family and Medical Leave Act of 1993, an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred and fifty (1250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) work weeks of leave per year for any combination of the following:

A. Parental leave to care for a newborn or newly placed adopted or foster child; or

- B. Personal medical leave due to the employee's own serious medical condition that requires the employee's absence from work; or
- C. Family medical leave to care for a family member who suffers from a serious medical condition that requires care or supervision by the employee.
- D. Family Member is defined as: the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sister, or brother. It also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent, and grandparent. "Child" also includes any child residing in the employee's home through foster care, legal guardianship or custody. Family members include those persons in a "step" relationship.

The amount of family medical leave available to an employee is determined by using a rolling twelve (12) month period. The rolling twelve (12) month period measures FMLA leave availability by "looking backward" from the date an employee begins FMLA leave, adding up any FMLA leave used in the previous twelve (12) months, and subtracting that amount from the employee's twelve (12) workweek FMLA leave entitlement. The remaining amount is available to the employee.

The University will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by FMLA. The Resident will be responsible for maintaining any optional insurance coverage, other payroll deductions, insurance co-payments and their portion of the health insurance premium. If the Resident's medical or parental leave extends beyond the FMLA-covered period, paid time off may be utilized to retain UW-paid benefits eligibility if approved by the GME Office, or the Resident may use a variety of self-pay options outlined on the UW Benefits Office website. If necessary, due to continued approved personal medical or parental leave approved beyond the FMLA period, or if the employee is not eligible for FMLA, the employee may elect to use eight (8) hours of accrued applicable paid time off for continuation of employer paid health insurance benefits for the duration of the approved leave of absence. The interspersed paid time off will be applied to the first working day of the month.

FMLA leave may be taken intermittently or as part of a reduced work schedule when medically necessary.

These leaves will be unpaid unless the Resident elects to use paid time off to the extent the circumstances meet the requirements for sick time off or as required by law.

FMLA may run concurrently with other leaves that may be either paid or unpaid.

**4. Civil Leave.** Civil duty time off, or civil time off, is paid time off granted to Residents who are called to serve on jury duty, as trial witnesses, to exercise other subpoenaed civil duties, or to testify in any other proceeding. In addition to regular pay, Residents may retain any compensation received while on approved civil duty time off. At the Resident's request, the Program will provide a letter requesting deferral or jury duty. Residents are not entitled to civil for civil legal action that is not directly related to their University appointment.

**5. Military Leave.** Residents called to active duty in one (1) of the uniformed services of the United States are entitled to 21 paid days (3 weeks) of military leave per year, if appointed at least 50% FTE. In addition, during a period of military conflict, Residents with spouses who are members of United States armed forces, National Guard or reserves are entitled to a total of 15 days of unpaid leave per deployment after the service member has been notified of an impending call to active duty and before deployment, or when the service member is on leave from deployment. A Resident may elect to substitute paid vacation leave for any part of the otherwise unpaid spousal military leave.

**6. Other Unpaid Leave** At their request, a Resident may be granted a leave of absence without pay at the discretion of their Program Director.

**7. Effects of Leave on Board Eligibility.** Leaves of absence, for any reason, may affect a Resident's eligibility for board certification. Program Directors will inform Residents of their Program's policy on this topic, which specifies the effects of leave of absence on eligibility for certification by the relevant Member Board. Residents must complete all program requirements related to clinical training, didactics, scholarly activities, and other program curricula. Residents may not accumulate leave time off or vacation time off to shorten the overall length of training. Should any approved leaves compromise the necessary training time for certification, the Resident will receive additional training sufficient to meet certification requirements. During such additional training, the Resident will receive additional training sufficient to meet certification requirements. During such additional training, the Resident will continue receive salary/stipends and benefits at the level of the year of training the Resident is completing. The completion date on the Resident's graduation certificate will reflect the additional training time.

**8. Leave Related to Domestic Violence, Sexual Assault, or Stalking.** As required by state law, and in accordance with University policy, the University will grant time off and/or reasonable safety accommodations to an employee who is a victim of domestic violence, sexual assault, or stalking. Time off may also be granted to an employee who has to assist a family member who is a victim of domestic violence, sexual assault or stalking. The parties will continue to work to promote knowledge of this employee right.

## Article 14: Leave – Professional

**Professional Leave.** At the discretion of the Program Director, Residents may receive up to ten (10) – days of paid Professional Leave, per academic year, for professional activities. Examples of professional activities may include presenting scholarly work at, or attending, a professional or scientific meeting, sitting for exams, participating in other educational activities outside of their training program, serving on committees of professional organizations or participating in professional interviews. Requests for Professional Leave must be made in accordance with the requirements of the program. Additional Professional Leave in excess of ten (10) days may be granted at the discretion of the Program Director and must be funded by the program.

Senior Residents will be given priority in requests for professional leave and programs will make every effort to grant professional leave for fellowship or job interviews. Requests for Professional Leave are subject to prior approval by the Program Director.

## Article 15: Leave – Sick

1. **Introduction.** When a Resident is unable to work due to illness or injury and certain criteria are met, paid sick leave shall be available. It is in the parties' mutual interest that Residents are both encouraged and supported by their programs and colleagues to not work when acutely ill.
2. **Sick and Health Maintenance Leave.**
  - A. Residents will receive seventeen (17) days (12 weekdays and 5 weekend days) of paid sick time off at the start of each one (1) year appointment period. Sick time off is rolled over to subsequent training years while the Resident is appointed to a UW GME training program or if appointed within two (2) years of the end of a previous UW GME appointment. Accumulated sick time off that is not transferable is not compensable at the completion or expiration of the appointment to the Program.
  - B. Residents appointed less than full time shall receive sick time off on a pro rata basis.
3. **Sick leave may be used for the following:**
  - A. Personal illness, disability or injury (including illness or disability due to pregnancy), childbirth or to recover from childbirth.
  - B. Personal medical, mental health, dental, or optical appointments. Residents must be given the opportunity to attend medical, mental health (including GME Wellness Service appointments), optical, and dental care appointments, including those scheduled during their working hours. The Resident must provide advance notice to their supervising attending of any such appointments, and otherwise

comply with any applicable Program policy. The goal is to minimize the disruption to patient care and Resident training, while encouraging Residents to avail themselves of appropriate personal health care. Residents who take four (4) hours or less for medical appointments during a given twenty-four (24) hour period will not be required to utilize sick time off. Residents who have appointments during a scheduled break need not use their sick time off. Unless required as part of an accommodation process or for FMLA approval, Residents will not be required to inform their program of the nature of their medical, mental health, dental and optical appointments including any faculty, administrators, or program directors.

- C. To care for a child (as defined in Family Member below) of the Resident who has a health condition that requires treatment or supervision.
- D. To care for the Resident's seriously ill family member or partner.
- E. To accompany a family member or partner to medical, dental, or optical appointments where the Resident's presence is required. The Resident must make advance arrangements with the Program for such absences.
- F. Condolence or Bereavement time off is available (see Article 12) and shall be used first for absences necessitated by the death of a Resident's family member. – Sick time off may be used for absences in excess of time available via Bereavement time off.
- G. When the Resident's sick time off may be used when the employee's child's school or day care has been closed by a public health official for any health related reason.
- H. Parental leave as specified in Article 13 Leave – Miscellaneous.

4. **Family Member.** Family member is defined as the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, or sibling. Family member also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent, or grandparent. Child also includes a child of a legal guardian or de facto parent, regardless of age or dependency status and those to whom the employee is "in loco parentis" or "de facto" parent as well as a child of a legal guardian or de facto parent. Parent and Parent-in-law also includes de facto parent, foster parent, stepparent, or legal guardian.
5. **GME Wellness.** Residents attending appointments with the GME Wellness office shall not be charged sick time off for these appointments.

## Article 16: Leave – Vacation

1. **Vacation Leave.** Residents will receive a minimum of twenty-one (21) days (15 weekdays and 6 weekend days) of paid vacation at the start of each one (1) year

appointment period. Any individual Program may increase the number of days of paid vacation for their program or particular postgraduate year(s) of their program, at their discretion. Residents appointed less than full time but greater than or equal to 50% FTE will receive vacation leave credit on a pro rata basis. Residents appointed less than 50% FTE are not eligible to receive and/or use vacation time off. Unused vacation time off shall lapse at the expiration of each appointment period.

Beginning July 1, 2020, Residents will receive a minimum of twenty-four (24) days (18 weekdays and 6 weekend days) of paid vacation at the start of each one (1) year appointment period. Any individual Program may increase the number of days of paid vacation for their program or particular postgraduate year(s) of their program, at their discretion. Residents appointed less than full time but greater than or equal to 50% FTE will receive vacation time off credit on a pro rata basis. Residents appointed less than 50% FTE are not eligible to receive and/or use vacation time off. Unused vacation time off shall lapse at the expiration of each appointment period.

Beginning July 1, 2021, Residents will receive a minimum of twenty-eight (28) (20 weekdays and 8 weekend days) of paid vacation at the start of each one (1) year appointment period. Residents appointed less than full time but greater than or equal to 50% FTE will receive vacation time off credit on a pro rata basis. Residents appointed less than 50% FTE are not eligible to receive and/or use vacation time off. Unused vacation time off shall lapse at the expiration of each appointment period.

2. **Vacation Scheduling.** All vacation requests must be submitted to the program according to program policy and approved by the Program Director prior to commencement. Additional approval may be required by the head of the clinical service upon which the Resident is rotating, if applicable. Programs will make every effort to honor vacation requests that are made in a timely manner.
3. **Effects of Leave on Board Eligibility.** Every Member Board of the American Board of Medical Specialties, Oral and Maxillofacial Surgery, Oral and Maxillofacial Radiology, and Pediatric Dentistry has time off restrictions that differ from those of the University of Washington, and Residents are subject to both sets of policies. Use of vacation time off may affect a Resident's eligibility for board certification. Program Directors will inform Residents of their Program's policy on this topic, which specifies the effects of the leave on eligibility for certification by the relevant Member Board. Residents are not entitled to vacation time off that impacts eligibility for certification by the relevant member board. Residents must complete all program requirements related to clinical training, didactics, scholarly activities, and other program curricula. Residents may not utilize vacation time off to shorten the overall length of training.

## Article 17: Management Rights

**Section 1.** Management of the University is vested exclusively in the University, including educational programs and the authority to make all decisions related to managing its programs. Except as expressly provided otherwise in this Agreement, the management rights of the University include, but are not limited to, the right to establish and control the University's programs, resources and priorities; to establish, revise and administer procedures, reasonable rules and regulations; to alter or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of Residents; to evaluate and to determine the processes and criteria by which the performance of Residents are evaluated; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to impose corrective action including to terminate a Resident from a training program; to determine the eligibility and selection criteria of Residents; to determine and assign the training assignments of Residents; to determine Resident schedules and hours within ACGME duty hour limits; to assign work locations; and to take whatever actions are necessary in the event of an emergency.

**Section 2.** The University has the sole and exclusive authority to make all decisions involving patient care, including the procedures, facilities, and equipment to be used, as well as to determine, establish and change staffing levels and the coverage for each service, shift, and department. All such matters, as well as matters relating to clinical judgment, shall be made at the sole discretion of the University.

**Section 3.** Except as expressly provided otherwise in this agreement, the University has the sole and exclusive authority to make all decisions involving educational policy; to establish the standards and qualifications for selection and advancement through the Residency program; and to determine the training methods and curricula to be utilized in the Residency programs.

**Section 4.** The determination of whether duties will be assigned to Residents or other individuals, or reassigned from Residents to other individuals, will be made by the University.

**Section 5.** For Resident training facilities over which the University does not have sole operational authority, the language in this Agreement will not supersede facility-specific practices. Policies or practices at non-University controlled facilities will be an appropriate topic for discussion with the Housestaff Advisory Committee. The University will work with the operators of these non-University facilities to encourage adoption of practices consistent with this Agreement and recommendations of the Housestaff Advisory Committee.



## Article 18: Working Outside of the Training Program

### 1. Background:

A. Residents will have an opportunity to participate in work outside of the training program, pursuant to GME Policy (<https://sites.uw.edu/uwgme/policies-procedures/>).

B. Residents are permitted to work outside of the training program, provided that such activity meets the requirements in this article, does not interfere with the responsibilities, duties and assignments of their training program, their availability for duty, or their program performance at the University of Washington.

C. Work Outside of the Training Program ("Outside Work") is defined as any voluntary, clinical or non-clinical work that is outside of a trainee's regularly scheduled program duties, done for additional compensation. Outside work includes (1) Internal Moonlighting, (2) External Moonlighting, (3) Extra Pay for Extra Duty and (4) Additional Non-Clinical Work.

D. Resident requests to participate in work outside of the training program will be evaluated in the context of the following key principles: (a) protect patient safety, and (b) ensure that the training of Residents within their training program is not compromised.

E. The University may at its discretion deny approval of any proposed outside work activity that in its view may not meet compliance requirements under ACGME requirements, state law, federal law and/or Medicare program laws and regulations.

### 2. Eligibility:

A. **Training Year:** Per ACGME requirements, the Resident must have completed their PGY-1 year of training.

B. **Program Performance:** The Resident must be meeting the requirements of their program, as assessed according to the aggregate of the most recent 6 months of Milestones assessments or equivalent assessment results (in programs that do not use the ACGME milestones as a metric), and not be subject to remediation or other disciplinary action as defined by GME Policy.

C. **Licensure:** The Resident should refer to the GME Policy on Working Outside of the Training Program for licensure requirements. If otherwise meeting the requirements for moonlighting, programs will grant conditional approval for moonlighting prior to the Resident having obtained all required licensure for moonlighting, including the appropriate medical or dental license and a paid DEA license, if applicable.

**D. Grant Funding:** If a Resident is funded by any grant mechanism that prohibits clinical activity as a requirement of funding, that Resident will be prohibited from moonlighting during the time they are funded by that mechanism. The RFPU or GME may request through the applicable Office of Sponsored Programs (“OSP”) to the sponsor, that grant language prohibiting moonlighting be removed, with such request subject to sponsor approval.

**E. Visa Restrictions:** External moonlighting by J-1 visa holders is not permitted under any circumstances. External moonlighting by H-1B visa holders is permitted only if the University representing the site of the proposed moonlighting activities has properly filed a concurrent H-1B petition.

**3. Notification:** If the Program Director of the UW GME determine that a particular Resident does not meet the eligibility criteria described above and should thus not be permitted to moonlight, they will provide to the Resident specific reasons related to the factors listed in this article as to why the Resident should not do so, as well as objective criteria by which the Resident can improve their standing in the program, as applicable. Program Directors and UW GME will not automatically or arbitrarily deny outside work requests and will evaluate each request based on the individual circumstances and eligibility criteria as defined herein.

**4. Review.** The decision to deny a moonlighting request under this article may be challenged by the Resident under the grievance procedure of this Agreement. However, the appeal may not be escalated beyond Step 2 of the grievance procedure.

## Article 19: No Strikes, No Lockouts

1. The University and the RFPU acknowledge that this Agreement provides, through the grievance procedure and through other administrative remedies, for an orderly settlement of grievances or disputes which may arise between the parties. Accordingly, the parties agree that the public interest requires the uninterrupted performance of all University and medical services and to this end pledge to prevent or eliminate any conduct contrary to that objective. Therefore, the University shall not lock out any of the employees as a result of a labor dispute or grievance or disputes on personnel matters; nor shall the RFPU in any way authorize, assist, condone, participate in, or lend support to any work stoppage, work slowdown or any other curtailment of work in the bargaining unit, and employees shall not engage in any such activity.
2. Should the RFPU or any Resident engage in any unauthorized concerted action, then once the employees have returned to work and continue working, a Housestaff Advisory Committee shall immediately meet in a good faith effort to resolve the dispute. This section shall not restrict the ability of the University to discipline employees for engaging in prohibited conduct.

3. Any action of the University in closing its facilities during a general strike, riot, or civil disturbance for the protection of the institution, its property, or its employees shall not be deemed a lockout.
4. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

## **Article 20: Non-Discrimination**

### **1. Discrimination and Harassment.**

No employee shall be subjected to discrimination or harassment. Executive Order (EO) No. 31 is the UW policy that applies to discrimination and harassment. EO 31 currently defines discrimination as conduct that treats a person less favorably because of the person's race, color, immigration status, citizenship, creed, religion, national origin, citizenship, sex, pregnancy, age, marital status, sexual orientation, gender identity or expression, genetic information, disability or veteran status.

In addition, no employee shall be subjected to discrimination or harassment based on ethnic origin, political affiliation, medical condition, or union activities, including membership thereof.

### **2. Complaints**

Residents who feel they have been the subject of discrimination, harassment, or retaliation are encouraged to discuss such issues with the GME Office for local resolution. The goal of the local resolution is to address and resolve problems as quickly as possible and to stop any inappropriate behavior. A discrimination complaint may be filed with the University Complaint Investigation and Resolution Office (UCIRO). Employees may also file discrimination, harassment, or retaliation complaints with appropriate federal or state agencies. The parties agree to encourage the filing of discrimination complaints through the University Complaint Investigation and Resolution Office.

### **3. Retaliation.**

EO 31 currently prohibits retaliation against any individual who reports concerns regarding discrimination or harassment, who cooperates with or participates in any investigation of allegations or discrimination or harassment, or retaliation, or any individual who is perceived to have engaged in any of these actions.

## **Article 21: Professional Development and Licensing**

1. **Structure.** Residents will be reimbursed for costs incurred to obtain a required

medical or dental license and in support of professional development as follows:

- Washington-based medical Residents: Washington state post-graduate limited license and \$350 per academic year in professional development funds
- Idaho-based medical Residents: Idaho state medical Resident license and \$350 per academic year in professional development funds
- Washington-based dental Residents: Washington state Resident dentist limited license (initial, and subsequently renewal, if applicable) and \$350 per academic year in professional development fund, per program policy.

Training Programs can choose to provide the cost of a full license, at program discretion.

Residents who reside in the WWAMI region states not listed above will receive this benefit in an amount to be determined in part by the cost of a limited medical license in that state and \$350 per academic year in professional development funds, per program policy.

Training Program may determined whether to issue these payments as stipends or to reimburse costs. Reimbursement will be up to the amounts listed above. However, if a program decided to issue these funds as a stipend they will be issued as follows:

- Washington-based medical Residents: Washington state post-graduate limited license and \$400 per academic year in professional development funds
- Idaho-based medical Residents: Idaho state medical Resident license and \$400 per academic year in professional development funds
- Washington-based dental Residents: Washington state Resident dentist limited license (initial, and subsequently renewal, if applicable) and \$400 per academic year in professional development fund, per program policy.

In AY21 Residents who have accumulated rollover professional development funds will be paid out the balance of those funds if their program selects the stipend option.

**2. Purpose.** This fund is intended to be used for uncovered expenses related to the Resident's professional development during the course of their training at the University and may include, but is not limited to, travel, lodging and registration fees to attend non-program supported professional meetings or board preparation courses (in person or online); to purchase study materials (e.g., for USMLE, COMLEX or specialty boards), hard copy or electronic professional reference materials (e.g., textbooks or journals), and medical equipment etc. Residents are encouraged to check the University of Washington Health Sciences Library for the availability of any given book prior to purchasing a digital book.

All programs are encouraged (but not required) to continue providing their Residents with funding that addresses specialty specific needs (e.g., loupes, specialty specific memberships, etc.) and that enhance specialty specific Resident development and program reputation (e.g., research grants, specialty specific meetings, etc.). Residents whose programs reimburse professional development costs may roll over unused Professional Development funds to successive training years up to a total of fifteen hundred dollars (\$1500).

**3. Required Certifications.** Residents will be completely reimbursed USMLE/COMLEX Step III, and any other required certifications not provided by the residency program (such as ACLS and PALS). For each of these mandatory expenses, Residents will submit a request to their department or program, pursuant to program policy, and will be reimbursed in full. Residents who moonlight must pay for DEA licensure.

## Article 22: Salary/Stipend

### Section 1. Salary/Stipend

Residents will be paid according to the training year in which they are participating in the UW training program<sup>[5]</sup>, and Residents will not necessarily receive credit for prior training in a specialty that is not required for entry into the current program.<sup>[6]</sup> Residents in any given level of training will be reimbursed at the same rate regardless of funding source, and there will be no differentials among the various specialty fields.

Residents will receive a step increase upon successful completion of the training year and promotion to the next training level. Residents who are required to complete (a) non-accredited research year(s) during the course of their accredited training will receive a step increase for each year of research and upon reentry into the accredited training program.

#### Section 1.1 Housestaff Salary/Stipend

Effective in the first pay period after contract ratification, the UW GME Stipend Schedule will be recalibrated with a two percent (2%) increase as shown below. Residents will receive the salary increase no later than the third pay period following ratification. The table below will be increased by an additional two percent (2%) on July 1, 2020. On July 1, 2021, the table will be increased by an additional two percent (2%).

R1	R2	R3	R4	R5	R6	R7	R8
\$59,400	\$61,704	\$64,236	\$66,996	\$69,876	\$73,164	\$77,988	\$8

	<b>R1</b>	<b>R2</b>	<b>R3</b>	<b>R4</b>	<b>R5</b>	<b>R6</b>	<b>R7</b>	<b>R8</b>
07-1-20	\$60,588	\$62,940	\$65,532	\$68,340	\$71,280	\$74,628	\$79,548	\$8
07-1-21	\$61,800	\$64,200	\$66,852	\$69,708	\$72,708	\$76,128	\$81,144	\$8

Beginning July 1, 2020

	<b>R9</b>
07-1-20	\$86,796
07-1-21	\$88,536

**Section 1.2 Chief Resident Supplement**

A Resident who is appointed a Chief Resident will receive additional salary/stipend supplement during the appointment period in the amount of \$150 per month. Beginning July 1, 2020. A Resident who is appointed a Chief Resident will receive additional salary/stipend supplement during the appointment period in the amount of one hundred seventy-five dollars (\$175) per month.

**Section 1.3 Home Call Stipend**

The parties recognize that Residents who train in certain programs must take call from home and report to these sites within times as short as 20 minutes. Other Residents have Risk or Jeopardy that require reporting to a site on short notice. Over the course of their training program, all Residents must report on short notice at some point. All Residents will receive a stipend annually in recognition of this training obligation. It will be paid as a lump sum in the first month of each academic year. The amounts of the stipend will be as follows:

AY19 – \$1150

Beginning July 1, 2020 – \$2400

Nothing in this section will preclude individual programs from offering a higher home call stipend.

**Section 2. Grant-Funded Stipends**

For part of their training period, Residents may be appointed to a position that is funded by a training grant or other source. During this period, Residents will receive a salary/stipend commensurate with the salary/stipend rate established for their training year according to the UW GME Stipend Schedule. For salary/stipend received under certain grants, no income taxes may be withheld. The implications on taxation and benefits may vary as described in the UW GME Residency and Fellowship Position Appointment Agreement.

### **Section 3. Federal/State Grants & Contracts**

Nothing in this Agreement may violate any provisions of any federal or state grants or contracts.

### **Section 4. Beginning July 1, 2020 – Travel Allowance.**

Residents typically have no designated primary workplace, travel at irregular hours (when alternative sources of transportation may not be readily available) and may have assigned duties at several sites during the same rotation, thereby incurring related travel costs not incurred by others. In lieu of itemized reimbursement of travel costs, each Resident will receive a one hundred dollar (\$100) per year travel allowance. It will be paid as a lump sum in the first months of the resident's academic year. Circumstances in which residents are on "travel status" as defined by University policy are not addressed by this travel allowance provision and are handled separately under university travel policies and procedures.

### **Section 5. Progression by Training Year**

This appointment level of a Resident varies by training year and may vary by training history of an individual Resident. Residents will be paid according to the training year in which they are participating in the UW training program, and Residents will not necessarily receive credit for prior training in a specialty that is not required for entry into the current program. Residents will receive credit for pay level progression for ACGME-required research training years, as well as program required non-ACGME research years. However, in some circumstances, Graduate-Year Level or PGY may vary from appointment level. Residents who transfer directly from one UW training program to another UW training program will be appointed to a level no less than one pay level below their prior appointment. Programs may request a one-step stipend increase for transferring residents at their discretion.

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**[5]** Starting training levels may vary for programs with alternative training pathways such as Pain Medicine, Clinical Informatics, Dermatology, Occupational Medicine, Critical Care Medicine, Sleep Medicine, Nuclear Medicine, Child & Adolescent Psychiatry, and Radiology fellowships.

**[6]** Residents who have previously completed [6] clinical training experiences deemed relevant to the current training

program may be eligible to receive a one-step stipend increase.

## Article 23: Subordination of Agreement and Authority

1. **Severability.** Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.
2. **Authority.** This Agreement is intended to supersede and replace the Residency and Fellowship Position Appointment ("RFPA") agreement on any subjects on which the Agreement and the RFPA conflict. The RFPA will remain in effect as an appointment agreement on subjects not covered by this Agreement. Nothing in this article should be construed to alter the parties' bargaining obligations with respect to changes to mandatory or permissive subjects of bargaining.
3. **Adherence.** Nothing in this Agreement will be construed to modify or replace any state or national requirements for Resident training or board certification. The parties agree that such state or national requirements are not an appropriate subject for bargaining.

## Article 24: Transportation

1. **Parking During Normal Business Hours:** Residents will have access to parking at University of Washington Medical Center (UWMC-Montlake and UWMC-Northwest), Harborview Medical Center (HMC), Seattle Children's Hospital (SCH), the VA Puget Sound Health Care System (VA), and other training sites. Parking at certain training sites will be provided at no charge; otherwise generally applicable rates will apply. Residents shall not be required to pay higher rates than other classified staff at the University.
2. **Changes to Parking Policies and Rates.** Changes to daily parking rates at UW Medicine sites cannot occur without notice and opportunity for impact bargaining. If the University makes a change to parking rates or policy that would require Residents to pay a higher rate than other classified staff at the University, the RFPU will be given notice and an opportunity to bargain the decision.
3. **Parking During Nights and Weekends:** Residents will have access to parking at no charge during nights and weekends at UWMC, HMC, SCH and the VA.
4. **On-Call Parking:** Residents will have access to parking at no charge when called into the hospital while on home-call. Details of this benefit may differ by location and can be found on the UW GME website.



5. **Multiple-Site Parking:** Residents who are required to travel to a second training site in the same day in order to attend conferences, education and administrative meetings, clinic or other clinical duties, will be provided with pre-paid parking or will be reimbursed by their program by submitting a receipt for parking at all subsequent sites, if parking fees are in effect.
6. **Travel Allowance:** Residents typically have no designated primary workplace, travel at irregular hours (when alternative sources of transportation may not be readily available), and may have assigned duties at several sites during the same rotation, thereby incurring related travel costs not incurred by others. In lieu of itemized reimbursement of travel costs, each Resident will receive a \$750 per year travel allowance. Circumstances in which residents are on "travel status" as defined by university policy are not addressed by this travel allowance provision and are handled separately under university travel policies and procedures. This section expires on June 30, 2020. As for July 1, 2020, please see Article 22 for details on the travel allowance.
7. **Shuttles:** Residents will have free access to UW shuttles including but not limited to Health Sciences Express, Night Ride, South Lake Union, and SCCA shuttles. The routes, schedules, types, and operation of shuttles will be determined by UW and available on the GME website. Residents will have free access to shuttles provided by the Fred Hutchinson Center and the VA. The routes, schedules, types and operation of shuttles will be determined by those training sites. Only Seattle Children's Hospital (SCH) badges are accepted on SCH shuttles with the exception of travel on the SCH shuttle between E-1 and U-link, which is also permitted by Husky Card.
8. **U-PASS:** As of July 1, 2020, the Employer will provide residents with a fully-subsidized U-PASS. Activation and maintenance of this benefit are subject to UW Transportation Services requirements. Residents are responsible for ending payroll deductions. Payroll deductions will continue until residents notify Transportation Services via email or visit the office to sign a stop-deduction form. No refunds will be processed.
9. **Bicycle Sustainability:** Residents who bike >80% of a quarter shall receive at the end of the quarter \$25 to apply towards bike maintenance to promote continued safe, reliable bicycle transportation. This section will expire on June 30, 2020. On July 1, 2020 the Employer will provide Residents a fully subsidized U-PASS in accordance with Section 8 of this article.
10. **Emergency/Safe Ride Home Program:** If a situation arises where a Resident feels unable to safely get home at the end of or during their shift due to extreme fatigue, illness, unsafe conditions, or the late hour, the Resident may use the Emergency/Safe Ride Home Program policy. This program provides transportation to the Resident's place of residence via rideshare or taxi from an approved training site and return to the training site to retrieve their vehicle. The GME Office will reimburse 100% of the fare (which does not include tip) with a reasonable time after receipt submission.
11. **University Transportation Committee (UTC):** The University and the RFPU Board

recognize the unique transportation challenges and limited flexibility of Residents, given the unique duty hours and unpredictability of the Resident schedule. To this end, the University is committed to considering the unique needs of Residents in the context of discussions regarding all modes of transportation used for commuting and University business, and will advocate for solutions that are responsive to those unique needs at the UTC, which is the primary venue for coordination of transportation issues on the Seattle Campus. The UTC will designate one (1) permanent position on the committee to a RFPU-endorsed Resident. A substitute may be designated by RFPU provided twenty-four (24) hours notice is given to the committee chairperson. Their appointment and term will be coordinated by the RFPU.

12. **Alternative Transportation Incentive:** The University and the RFPU will assure its commitment to supporting alternative transportation options with the formation of a joint task force to develop a Bike Program. The University will support the mutually agreed upon Bike Program by making available \$50,000 per year. The program will provide free helmets for all Resident bike riders (as defined by the task force), reimbursement for up to \$100 per year in bike maintenance costs, and a free annual memberships to Pronto Cycle Share. The allocation of funds will be made by the parties. The final details of fund distribution will be provided by RFPU to the University each year. This section will expire on June 30, 2002. On July 1, 2020, the Employer will provide Residents a fully subsidized U-PASS in accordance with Section 8 of this article.
13. **Notice:** The University agrees to inform the RFPU as soon possible after the University learns of any modifications to parking policies that may affect Residents. At sites operated by the University, the RFPU will have the option to bargain the impacts of any changes to parking policy that will affect Residents.
14. **Away Rotation Reimbursement:** Residents who are required to travel to away rotations more than 50 miles from their primary work site will be provided or reimbursed for lodging and mileage.

## Article 25: Union Activities

**1. Email, Fax Machines, the Internet, and Intranets.** The Union and employees covered by this Agreement will not use state-owned or operated e-mail, fax machines, the internet or internet networks to communicate with one another, except as provided in this agreement. Employees may use state operated e-mail to request union representation. The Union and its union delegates will not use the above referenced equipment in a manner that is prohibited by the Executive Ethics Board.

Such use will:

- A. Result in little or no cost to the Employer;

- B. Be brief in duration and frequency;
- C. Not interfere with the performance of their official duties;
- D. Not distract from the conduct of state business;
- E. Not disrupt other state employees and will not obligate other employees to make a personal use of state resources;
- F. Not compromise the security or integrity of state information or software; and
- G. Not include general communication and/or solicitation with employees.

Communication that occurs over state-owned equipment is the property of the Employer and may be subject to public disclosure.

**2. Election Notification.** By July 1 of each contract year, the Union will provide GME and Labor Relations with an updated list of the newly elected RFPU Executive Board.

### **3. Staff Representatives.**

- A. The Union shall provide written notice to the Employer of any changes in staff representatives within thirty (30) calendar days of the change.
- B. Staff representatives or employees of the RFPU will have access at reasonable times to those areas of any UW-affiliated work sites which are open to the general public, for the purpose of investigating disputes and contract compliance. Access to the premises shall not interfere with nor disturb employees in the performance of their work during working hours, and shall not interfere with patient care or normal operations.
- C. Staff representatives or employees of the RFPU may access University premises to carry out representational activities. The representative shall notify local management prior to their arrival and shall not interrupt the normal operations of the institution. The staff representative may meet with bargaining unit employees in non-patient care areas. The Union may engage in conversations with employees, so long as an employee does not object and such conversation does not interfere or disturb the operation of the facility or compromise the security of patient health information.

### **4. Bulletin Boards and Distribution of Union Material**

Upon request, space will be made available to the Union on a bulletin board at each UW Medicine site, for the posting of notices and information pertaining to official business of the Union. Materials posted on Union bulletin boards without the signature of a recognized Union officer or representative may be removed. Bulletin board access at non-UW Medicine

sites will be made available as determined by the training site.

## **Article 26: Duration**

This Agreement shall become effective upon ratification and remain in force through June 30, 2022. Provided that if this Agreement expires while negotiations between the parties are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date.

Either party may request negotiation of a successor Agreement in writing no sooner than July 1, 2021. Should such notice be served, bargaining shall commence at a time agreed upon by the parties no sooner than January 1, 2022.

## **Appendix I: MOU Washington State Medical Licenses**

The parties to this agreement are the University of Washington and the Resident and Fellow Physician Union. The parties agree as follows:

1. New Residents and Fellows who are members of the collective bargaining unit will be reimbursed for the cost of their Washington state medical license, regardless of whether they incurred the expense before or after their initial appointment start date.
2. Reimbursement may only be requested by collective bargaining unit members after they are officially employees of the University of Washington, which is on or after their appointment start date.
3. Reimbursement will only be available to collective bargaining unit members who obtained required licensure for activities specific to their University of Washington residency or fellowship program.

## **Appendix II: MOU 2019-2020 Home Call Stipend**

During negotiations for the 2019-2022 successor agreement, the parties reached agreement on the following Home Call Stipend payment.

On July 10, 2020, the Employer will provide each Resident with a six hundred dollar (\$600) home call stipend payment.

In order to be eligible to receive the stipend payment, an employee must be in pay status in the pay period associated with the distribution and have been appointed in AY20.

This MOU expires upon payment of the lump sum.

## Appendix III: MOU Ratification Lump Sum

During negotiations for the 2019-2022 successor agreement, the parties reached agreement on the following regarding a ratification lump sum payment.

On July 10, 2020, the Employer will provide each Resident with a twelve hundred and fifty dollar (\$1,250.00) lump sum payment.

In order to be eligible to receive the lump sum payment, and employee must be in a pay status in the pay period associated with the distribution and have been appointed in AY20.

This MOU expires upon payment of the lump sum.

## Appendix IV: MOU Regarding Reimbursement for USMLE/COMLEX Step III

This appendix applies to Residents with appointment start dates on or after 1/25/21 only.

1. New residents who are members of the bargaining unit will be reimbursed for the cost of their USMLE/COMLEX Step III exam, in certain limited instances, as follows:
  - a. Resident is joining a University of Washington School of Medicine clinical training program at the R1 level, and Resident incurred the costs of the licensing exam in the one (1) academic year immediately prior to their start date in the UWSOM training program; or
  - b. Resident is joining a University of Washington School of Medicine clinical training program at the R2 level, and Resident was required in writing by their UWSOM training program to complete the USMLE/COMLEX Step III before their appointment start date, and Resident incurred the costs of the licensing exam in the one (1) academic year immediately prior to their start date in the UWSOM training program; or
  - c. Resident is joining a University of Washington School of Medicine clinical training program at the R2 level, and Resident was accepted to that UWSOM training program prior to beginning an R1 year at another institution, and Resident incurred the costs of the licensing exam in the one (1) academic year immediately prior to their start date in the UWSOM training program.
2. Reimbursement may only be requested by bargaining unit members after they are officially employees of the University of Washington, which is on or after their appointment start date.
3. Resident seeking reimbursement for Step III expenses incurred prior to joining a UWSOM training program will be required to attest that they have not been reimbursed previously by another party.

4. The resident will be reimbursed by the program/department, consistent with Article 21 Section 3.
5. This MOU does not apply to residents who are joining a UWSOM clinical training program as an R1 and took the USMLE/COMLEX Step III before their appointment start date due to a visa requirement.
6. The GME Office will notify all programs regarding the terms of this agreement to ensure accurate communication is provided to incoming Residents.

## Side Letter A: Communication

The parties agree to add the following language to Article 5 Dues Deductions and RFPU Membership during the compilation of the final collective bargaining agreement.

The Employer will provide the Union with a list of all known non-state operated emails and phone numbers for all incoming bargaining unit members by May of each year, before they start employment.

This side letter will expire upon incorporation of the above language into Article 5 Dues Deductions and RFPU Membership.

## Side Letter B: Scheduling

**Schedule Release:** Yearly block schedules, including identification of months that will have call or jeopardy responsibilities, must be distributed no later than the beginning of the academic year. Exclusive of the first block of the academic year, complete schedules, including specific shifts, call and clinic schedules, and days off, must be provided no later than 30 days in advance of the rotation start date. GME strongly encourages distribution of complete schedules 60 days prior to the rotation start date for those programs with capacity to do so. Last minute changes should be communicated to Residents directly and promptly after the release of the schedule, with a notification to the program director and affected faculty.

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