

University of Washington Human Resources

SEIU 1199 Research / Hall Health contract

Note: Looking for a specific term or topic within a contract? Use “Control F” (PC) or “Command F” (Mac) to search within a web page.

UW/SEIU 1199 Research / Hall Health (Effective 7/01/23 – 6/30/25)

The tentative agreements for updates to the contract effective in the 2023-2025 biennium may be found [here](#).

SEIU 1199 Research / Hall Health Bargaining Unit (Effective 2021-2023 Biennium)

Article 1 – Purpose

The purpose of this Agreement is to set forth certain terms and conditions of employment and to provide improved patient care by promoting equitable employment relations and conditions. In the spirit of cooperation, the Union and the Employer are committed to proceeding with all negotiations in a cooperative manner and as expeditiously as practical.

Article 2 – Nondiscrimination

2.1 Policy. The parties individually agree that they will not engage in any act or practice or pursue any policy which is discriminatory against any employee who may be a qualified disabled individual, has status as a protected veteran, who is a victim of domestic violence, sexual assault or stalking, nor because of their military status, age, sex (except where sex or age is a bona fide occupational qualification), sexual orientation, gender identity or expression, genetic information, pregnancy, political affiliation, political belief, marital status, race, national origin, color, creed, religion, immigration status, citizenship, or membership or non-membership in a union. Unlawful harassment is included as a form of prohibited discrimination.

2.2 Sexual Harassment. No employee shall be subjected to discrimination in the form of sexual harassment as defined in University of Washington Executive Order 31 on Nondiscrimination and Affirmative Action.

2.3 Complaints Employees who feel they have been the subject of discrimination, harassment, or retaliation are encouraged to discuss such issues with their supervisor, administrator, or Human Resource Consultant for local resolution. The goal of local resolution is to address and resolve problems as quickly as possible and to stop any inappropriate behavior for which a University employee is responsible.

A formal 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 or through the grievance process in accordance with Article 6 of this Agreement. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, harassment or retaliation the grievance will be suspended until the internal complaint process has been completed.

In accordance with Executive Order 31, retaliation against any individual who reports concerns regarding discrimination or harassment, or who cooperates with or participates in any investigation of allegations of discrimination, harassment, or retaliation is prohibited.

2.4 A grievance alleging a violation of this article must be submitted within 180 days of an alleged occurrence.

2.5 When a grievance or complaint is filed, the University will implement interim measures as appropriate.

Article 3 – Affirmative Action

Applicable Law. The Union and the Employer agree to abide by and support the applicable statutory and administrative laws pertaining to equal opportunity and elimination of employment inequities.

Article 4 – Recognition/Employer

4.1 The Employer recognizes the Union as the exclusive bargaining representative for all employees whose classifications appear in Article 6 of this Agreement and are employed in the recognized bargaining units.

4.2 “Employer” is the Board of Regents of the University of Washington acting for Harborview Medical Center and the University of Washington through its agents, administrators and supervisors as determined by the Board of Regents.

Article 5 – Union Membership, Dues Deduction, and Status Reports

5.1 Dues Deduction. Upon authorization by an individual employee to the Union, the Employer shall provide for the semi-monthly payroll deductions of union dues which are uniformly applied to all members in those bargaining units in which the Union is the exclusive bargaining agent.

A. The Union shall transmit to the Employer via a web based electronic reporting system, 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, COPE, or have changed their authorization for deduction. The Employer will provide instructions and templates for the web based electronic reporting system and provide a calendar of required payroll cut-off dates.

Employees who move to a position in another bargaining unit represented by the Union will have their Union deduction continued. When an employee covered by this contract moves to a position that is not covered by this contract, dues deducted on behalf of the Union will cease.

Semi-monthly the Employer's Payroll Office will transmit the total deducted amount of dues money to the Union's office together with a list of current members on dues deduction together with any additions and deletions for that month.

The Union will provide the Employer thirty (30) days advance notice of a change in the amount of dues.

5.2 Indemnification. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the University harmless from all claims, demands, suits or other forms of liability that may arise against the University for or on account of any deductions made from the wages of such employees or for any action taken in compliance with this Article.

5.3 Revocation. The Employer will direct all questions about revocation to the Union. An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Employer and the Union in accordance with the terms and conditions of their signed membership card. Every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll, after receipt by the Employer of confirmation from the Union that the terms of the employee's signed membership card regarding dues deduction revocation have been met.

5.4 Rosters.

Each pay period the Employer will provide the following four (4) reports electronically.

A. Total Compensation and deductions

Name

Home Address

Home phone
Cell phone
Work phone
Work location (building)
Work location (address)
Work station or office (suite and/or number)
Employee ID number
Personal Email
UW email
UW mailbox
Employment status
Employment status effective date
Job classification
Department
Pay grade
Pay step
Pay rate salary
Hourly rate
Supervisor
Supervisor email
Race
Gender
DOB
Date of hire
Job title
Job class code
Shift
Deduction amount dues
Deduction amount cope
Total wages for the pay period
Total base pay for pay period
Total overtime pay for pay period
Total overtime hours per pay period
Total hours worked in the pay period
Days in the pay period
Total hours for each class/type of differential and or/ premium pay for the pay period
Total wages for each class/type of differential and or/ premium pay for the pay period
Total wages year to date.
Pension plan enrollment (which plan)
Position number

Medical plan enrollment (which plan)

Bargaining Unit

Total FTE

Anniversary date (step date)

Employment status (regular fulltime, regular part time, hourly, fixed duration part time, fixed duration full time)

B. All appointment list

Appointment budget number(s)

Beginning date

End date

Department and /or hiring unit

College/Org name

Job Classification

Job Classification Code

Full time salary or hourly rate

Appointment/FTE Percentage

Appointment status

Appointment term

Distribution line information.

Position number

Earnings in last pay cycle

Hours worked in last pay cycle

FTE in last pay cycle

C. Change Report

Name,

Job classification,

Job classification code,

Department,

Employee id,

Original hire date,

Status change date,

Termination/separation date if any,

Reason for status change, nature of status change,

Reason for termination/separation

LOA effective date,

Nature of LOA

New hire date

New Hire

D. Vacancy Report

Position Number,

Job Classification

Date of vacancy

Elimination date of vacancy

Reason for elimination (filled, deleted, transferred to a different classification/status)

5.5 Contract Distribution. The Employer will provide all current and new employees with a link to the new Agreement. Each department or unit will maintain a paper copy of the contract accessible to all employees.

5.6 Union Membership. Employees covered by this Agreement may become members of the Union. You can learn more about union membership at www.seiu1199nw.org or from a Union organizer or delegate.

5.7 Voluntary Political Action Fund Deduction. During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by a separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

- a. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse UW for its reasonable cost of administering the COPE check off in the parties' Collective Bargaining Agreement. The Employer and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover the Employer's costs of administering this check off. Accordingly, the parties agree that the Employer will retain one-quarter of one percent (.25%) of all amounts deducted pursuant to the COPE check off provision in the parties' Collective Bargaining Agreement to reimburse the Employer for its reasonable costs of administering the check off.

Article 6 – Bargaining Unit Classes / Definitions

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

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

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

6.4 Probationary Period/Trial Service Period.

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

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

Trial Service Period.

- A. An employee with permanent status who accepts a position in a job classification for which they have not previously attained permanent status will serve a six (6) month trial service period.
 - i. Any employee serving a trial service period may have their trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.
 - ii. An employee serving a trial service period may voluntarily revert to their former permanent position within six (6) weeks of the appointment, provided that the position has not been filled or an offer has not been made to an applicant. After six (6) weeks employees may revert to their former position with Employer approval.
 - iii. In the event the former position has been filled with a permanent employee, the employee will be placed on the rehire list.
 - iv. The reversion of employees who are unsuccessful during their trial service period is not subject to the grievance procedure in Article 27.

B. An employee who voluntarily moves from one position in the bargaining unit to another within the same job classification (excluding shift changes on a given work unit) shall have a trial service period of six (6) weeks. During the trial service period either the employee or the employer may elect for the employee to return to his/her position without notice and without recourse to the grievance procedure. In the event the former position has been filled with a permanent employee, the employee will be placed on the rehire list.

6.5 Charge Nurse. A Registered Nurse 2 (staff nurse) who is assigned responsibility for an organized unit for a period of four (4) or more hours. Charge nurse responsibility shall not overlap on the same shift. "Organized unit" shall be defined by the Employer. Upon successful completion of the probationary period, all nurses shall be eligible to apply for training as charge nurse. If a nurse is not accepted into training, the nurse will receive an explanation.

Management will make a good faith effort not to assign charge duty to a float nurse. Nurses regularly assigned to a specific unit and who are qualified to act in charge will be placed in charge before a nurse floated to that unit is placed in charge. On all units, the charge nurse will use her/his professional judgment when it is necessary to take patients, based on patient needs and nurse competency. Nurses floating to a unit shall then be assigned charge only by mutual consent.

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

6.6 Preceptor. A Hall Health Registered Nurse 2 or Advanced Registered Nurse Practitioner, may serve as a preceptor after successfully completing a preceptor workshop or equivalent documented training and agreeing to and being appointed to be specifically responsible for planning, organizing, and evaluating the new skill development of one or more RNs, as appropriate enrolled in a defined orientation program, the parameters of which have been set forth in writing by the Employer. This may include teaching, clinical supervision, role modeling, feedback, evaluation (verbal and written) and follow up of the new or transferring employee.

The Hall Health RN 2 or Advanced Registered Nurse Practitioner, preceptor is eligible to receive preceptor premium pay when actually engaged in preceptor role responsibilities.

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

A preceptor may be assigned to a student when it is determined by the Employer that the employee has completed the required preceptor training or has agreed to and been appointed a preceptor. The employee is specifically responsible for planning, organizing, and evaluating

the new skill development of the student as appropriately enrolled in a defined program, the parameters of which have been set forth in writing by the Employer. This includes teaching, clinical supervision, role modeling, feedback, evaluation (verbal and written) and follow up of the student.

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

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

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

Article 7 – Hours of Work and Overtime

7.1 Work Day. The standard work day for a full time employee shall consist of eight (8) or ten (10) hours of consecutive work with either a thirty (30) or sixty (60) minute meal period on the employee's own time if relieved of his/her duties during this period. Employees required to remain on duty during their meal period shall be compensated for such time at the appropriate rate of pay. Employees are expected to make a good faith effort to communicate with the appropriate person in charge to problem solve so that they can help facilitate a rest and meal break.

Employees in the bargaining unit shall be granted a fifteen (15) minute rest period within each four hour period in accordance with state law. An employee who does not receive a rest period will be compensated at the appropriate rate of pay for each missed rest period.

Other work schedules may be instituted in the future which would be mutually acceptable to supervision and the employees concerned. The Employer may implement other work schedules in accordance with Article 27 Mandatory Subjects.

7.2 Work Week/Period. A standard work week shall consist of forty (40) hours of work within seven (7) days, or eighty (80) hours within a fourteen (14) day period as required by the requirements of the position and the Employer.

7.3 Research/Hall Health Bargaining Unit Overtime. Both the Employer and Union concur that overtime shall be minimized.

- a. Research Registered Nurse 1 and 2's will accrue overtime for hours worked in excess of eighty (80) hours in the eighty (80) hour work period. The employee is not eligible for daily overtime or compensatory time at 1.5x accrual rate unless hours worked exceed 80 hours in an 80 hour work period. Scheduled hours within the eighty (80) hour work period may be adjusted in accordance with patient and departmental needs. In case overtime is required by supervision, volunteers will be sought first when practicable. Overtime work must be approved in advance by the Employer and shall be paid at the rate of one and one-half times the employee's straight time hourly rate, or double time for registered nurses as appropriate.
- b. Hall Health Registered Nurses, Advance Registered Nurse Practitioners, and Advanced Registered Nurse Practitioner Leads. In case overtime is required by supervision, volunteers will be sought first when practicable. Time worked beyond the regularly scheduled shift in one day, or the standard week in one seven (7) day period, as defined above shall be considered overtime. Overtime will be for hours worked in excess of the regularly scheduled shift of eight (8) hours of more, per the standard Hall Health shift described in Article 7.1 of this Addendum. Sick leave paid for will not count toward the calculation of overtime.
Overtime work must be approved in advance by the Employer and shall be paid at the rate of one and one-half times the employee's straight time hourly rate. All time which is compensated at a rate of time and a half (1 ½) the rate of pay will be considered overtime whether or not such compensation is characterized as overtime or premium pay. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 ½).

Work Schedule. The Employer shall plan and post a two (2) to four (4) week schedule at least two (2) weeks prior to the beginning of that four (4) week schedule. Schedule requests shall be submitted to the Nurse/Department Manager no later than three (3) weeks before the schedule is posted. Prior to the schedule being posted, factors such as staff requests, unexpected leaves of absence or terminations may affect the approval of schedule requests. After the schedule is posted, an individual employee's schedule may be changed only by mutual agreement between the supervisor and employee concerned. Advanced Registered Nurse Practitioners and Advanced Registered Nurse Practitioner Leads work a set and repeating schedule.

7.4 Rest Between Shifts for Registered Nurses Hall Health. A good faith effort shall be made to provide an unbroken period of at least twelve (12) hours off work between scheduled shifts, unless an individual employee request for variation to this is approved by supervision. Employees regularly scheduled to work eight (8) or nine (9) hour shifts will qualify for Rest

Period Premium Pay if they do not receive an unbroken rest period of twelve (12) hours between scheduled shifts. In the event an employee is scheduled without the appropriate rest between shifts as specified above, all time worked within the unbroken rest period (twelve [12] hours) shall be paid at time and one-half (1-1/2).

Article 8 – Educational and Professional Development

8.1 Definition. The educational and professional leave program shall consist of two components, mandatory inservice training and elective educational and professional leave. The Employer shall continue to provide inservice, including skills classes, and elective educational and professional leave opportunities to employees. The program is designed to increase staff proficiency and to prepare staff for greater responsibility. This recognizes the joint commitment of the University and employees to the delivery of quality patient care as well as employee interest in enhancing individual professional skills.

8.2 Mandatory Inservice Education. Inservice education programs shall be instituted and maintained within the Department. The programs shall be made available to all employees regardless of shift, and the Medical Center (University) will make a good faith effort to provide as many programs as practical on more than one shift. These programs are to contribute toward staff development and toward the preparation of staff for greater proficiency and/or responsibility. To accomplish this, educational resources from both inside and outside the University can be utilized.

Employees in the bargaining units shall be expected to participate in inservice education programs offered during working hours; coverage will be provided when necessary as determined by the Nurse/Department Manager or designee. If an employee is requested to attend an inservice program on off-duty time, he/she shall be given time off on the basis of one and one-half times at a later time within the same pay period which is mutually acceptable to the employee and supervisor or paid in accordance with Article 7, Section 3. For inservices that can be pre-scheduled and for which the Employer has determined that attendance will be mandatory, the Employer will make a good faith effort to give at least fourteen (14) days advanced notice when employees will be required to attend on off-duty time. Employees shall be expected to incorporate new learning into job performance.

Inservice education shall include orientation by the University on the salary schedule, increment increases and overall compensation plan of the University including explanation of deduction to paychecks.

8.3 Elective Educational and Professional Leave. Request for educational and professional leave shall be submitted in writing on the appropriate form to the immediate supervisor with at least fourteen (14) days' notice and shall be responded to in writing, including the reason for any denial, within fourteen (14) days of the receipt of the request.

Such leave shall be subject to budgetary considerations, the scheduling requirements of the Employer, and approval by the Department head or designee, of the subject matter to be studied. Such leave may be used on an hourly basis if staffing permits.

For purposes of this Article, educational and professional leave shall be defined as:

- a. short-term conferences for educational and professional growth and development in the employee's specialty;
- b. enhancement and expansion of clinical skills for positions within their unit;
- c. meetings and committee activities of the employees' respective professional associations which are designed to develop and promote programs to improve the quality and availability of service and health care;
- d. those inservice educational programs attended on a voluntary basis; and
- e. any educational programs necessary to maintain licensure.

Hall Health Registered Nurses. Nurses employed at the Hall Health clinic will be granted a minimum of forty (40) hours of educational/professional leave per fiscal year. The Employer may grant up to eighty (80) hours of leave per year. Both are pro-rated for FTE.

Hall Health Advanced Registered Nurse Practitioners and Advanced Registered Nurse Practitioner Leads who have completed their probationary period, shall be granted up to sixty-four (64) hours per fiscal year for each individual bargaining unit employee and prorated for each individual part-time bargaining unit employee for educational and/or professional leave.

Research RN1 or 2. Article 8.3 does not apply. The University will continue to grant such release for Research Nurses should it be allowable under a grant/contract, as determined on a case by case basis.

8.4 Education Support Funds. In support of the University's commitment to continuing professional education and development, the Employer will establish continuing education funds to assist permanent employees with continuing education expenses including but not limited to certification and re-certification fees, books, magazines, seminars, tuition for college courses, audio or video cassette courses, conference registration, and travel related expenses for conferences. For purposes of this section, .9FTE will be considered a full-time employee for this bargaining unit.

Hall Health Registered Nurses. The Employer will provide \$500.00 per bargaining unit nurse FTE at the beginning of each fiscal year (pro-rated for part-time nurses) to pay for continuing education expenses.

Hall Health Advanced Registered Nurse Practitioners and Advanced Registered Nurse Practitioner Leads: The Employer will provide \$1,800.00 per fiscal year for each individual full time bargaining unit employee (pro-rated for each individual part time bargaining unit

employee).

Research RN1 or 2. Article 8.4 does not apply. The University will continue to provide such pay for Research Nurses should it be allowable under a grant/contract, as determined on a case by case basis.

Article 9 – Wages and Other Pay Provisions

9.1 Research/Hall Health RN Bargaining Unit. Hire-in rates for new nurses both covered by this Agreement and employed at Hall Health shall be on the basis of year for year credit for applicable experience. Hire-in rates for new nurses both covered by this agreement and employed as Research RN 1 or Research RN 2 will be based on applicable research RN experience and the specific requirements of the position.

9.2 Salary Step Increases. Annually the salary of employees covered by this Agreement will be increased by one step based on the employee's progression start date until the employee has reached the top automatic step of the appropriate salary range. For purposes of progression increases, the progression start date will be determined as follows:

- a. The first of the current month for actions occurring between the first and the fifteenth of the month; or,
- b. The first of the following month for actions occurring between the sixteenth and the end of the month.

When a leave of absence without pay exceeds ten (10) working days or eighty (80) hours in any calendar month, the progression start date will be extended by one (1) month. Leaves of absence for Worker's Compensation, military service, as a result of a cyclic year position, or for the purpose of formal collective bargaining sessions, will not alter the progression start date.

When an employee returns from layoff status, the progression start date will be reestablished and extended by an amount of time equal to the period of layoff to give credit for time served in a salary step prior to layoff.

9.3 Shift Premium. Employees assigned to work the second (3:00 pm – 11:00 pm) shift shall be paid a shift differential in accordance to the Salary Schedules and Premiums in this article over the hourly contract rates of pay. Employees assigned to work the third shift (11:00 pm – 7:00 am) shall be paid a shift differential in accordance to the Salary Schedules and Premiums in this article over the regular rate of pay. Employees shall be paid shift differential on second or third shift if the majority of hours are worked during the designated shift.

An employee permanently assigned to second (evening) or third (night) shift will receive the shift premium assigned to that shift. An employee who is temporarily assigned, within the employee's FTE, to another shift with a lower shift rate will receive the higher shift rate if the

temporary assignment is not greater than five (5) consecutive working days.

An employee who is on paid leave will receive the shift premium assigned to the employee's permanent schedule.

Research/Hall Health Bargaining Unit RNs. Article 9.3 shall not apply to Research RNs 1 and 2, and also shall not apply to those Hall Health RNs whose shift starts before 3 p.m. but ends no later than 8 p.m.

9.4 Nurses meeting the definition of Charge Nurse in Article 6.6 shall receive charge nurse pay.

Research/Hall Health Bargaining Unit RNs. Article 9.4 shall not apply to those employees in the Research/Hall Health bargaining unit employed in the Research Nurse 1 and/or Research Nurse 2 position.

9.5 Standby Premium. Off-duty standby assignments shall be determined in advance by supervision. Volunteers will be used for standby assignment when practicable. Standby premiums for employees placed on standby off the University premises are in this article listed as Salary Schedules and Premiums.

9.6 Call Back – From Standby. Any time actually worked in call back from standby shall be compensated at the rate of time and one-half (1-1/2) the regular rate of the employee concerned and shall be paid in addition to any compensation for standby. When called back, the employee shall receive premium pay for a minimum work period of two and one-half hours (2-1/2).

Call Back – Not From Standby. When an employee has left the institution grounds and is called to return to work outside of regularly scheduled hours to handle emergency situations which could not be anticipated, he/she shall receive pay for time actually worked. Time worked shall be compensated at time and one-half (1-1/2) and shall be paid for a minimum of two and one half (2 ½) hours.

9.7 Temporary Assignment to a Higher Position. Whenever an employee is temporarily assigned in writing by the Employer to regularly perform the principal duties of a higher level position for a period of five or more scheduled working days within the employee's standard work period as specified in Article 7, Section 2, the employee shall be paid a temporary salary increase (TSI) of at least five percent (5%) over the present salary but not exceed the maximum of the range for the higher classification. Said increase shall be paid beginning with the first day and to include the days working such assignment. Such assignments must be by mutual agreement.

SALARY SCHEDULES AND PREMIUMS

- A. Effective July 1, 2021, each classification represented by the Union will continue to be assigned to the same Pay Table and Salary Range as it was assigned on June 30, 2021. Effective July 1, 2021, each employee will continue to be assigned to the same Salary Range and Step that they were assigned on June 30, 2021 unless otherwise agreed. Employees who are paid above the maximum for their range on June 30, 2021 will continue to be paid above the maximum range on July 1, 2021 unless otherwise agreed.
- B. Effective July 1, 2021, all Salary Ranges described in Section A will be increased by an additional zero percent (0%). This increase will be based upon the salary schedule in effect on June 30, 2021.
- C. Effective July 1, 2022, all Salary Ranges described in Section A above will be increased by an additional three percent (3%). This increase will be based upon the salary schedule in effect on June 30, 2022.
- D. Employees who are paid above the maximum for their range on the effective date of the increase described in B and C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

PREMIUMS

Research/Hall Health Registered Nurse

Standby Pay	\$4.00
Weekend	\$4.00
Preceptor	\$1.50
Certification	\$1.00
Charge	\$2.25

Hall Health Advanced Registered Nurse Practitioners and Advanced Registered Nurse Practitioner Leads

Evening shift differential	\$2.50
Night shift differential	\$4.00
Standby Pay	\$3.00
Weekend	\$4.00
Preceptor	\$1.50
Certification	\$1.00

Article 10 – Tuition Exemption Program

Eligible full-time employees may participate in the University's tuition exemption program as authorized by RCW 28B-15.535, and in accordance with the following participation guidelines approved by the Board of Regents:

1. The employee must be a regular monthly .5 FTE or more employee for six or more consecutive months.
2. The employee must be admitted as a student to the University.
3. The employee must pay a fee for each quarter enrolled when taking courses.
4. No more than six credits will be eligible for tuition exemption during the quarter in which the waiver is granted.
5. Participants are not eligible for student benefits.
6. Each employee must secure approval of the supervisor for release time to attend the course sessions, or make appropriate arrangements with the supervisor to reschedule the employee's work hours to accommodate the course schedule.

Article 11 – Vacation Schedule

11.1 Vacation Time Off. The current accrual schedule for full-time employees is as follows:

During	Paid Vacation Days
1st year	12
2nd year	13
3rd and 4th year	14
5th-9th years	15
10th year	16
11th year	17
12th year	18
13th year	19
14th year	20
15th year	21
16th year	22

11.2 Vacation Time Off – Use.

1. An employee bringing an accrued balance from another state agency may use the previously accrued vacation time off during the institutional probationary or trial service period.
2. All requests for vacation time off must be approved by the employing official or designee in advance of the effective date unless used for emergency child care.
3. Vacation time off shall be scheduled by the employing department at a time most convenient to the work of the department, the determination of which shall rest with the employing official. As far as possible, absences will be scheduled in accordance with the wishes of the employee in any amount up to the balance of the employee's accrued time off.
4. Paid vacation time off may not be used in advance of its accrual. Scheduling of vacations shall be the responsibility of supervision. However, supervision shall receive input from the local units before making major changes to established department policies on vacation leave.

11.3 Vacation Time Off – Accumulation-Excess. Vacation time off may be accumulated to a maximum of thirty working days (240 hours). However, there are two methods which allow vacation leave to be accumulated above the maximum:

1. If an employee's request for vacation leave is denied by the employing official, then the maximum of thirty (30) working days accrual shall be extended for each month that the leave is deferred provided a statement of necessity justifying the denial is approved by the Personnel Officer.
2. As an alternative to subsection (1) of this section, employees may also accumulate vacation leave in excess of thirty days as follows:
 - a. An employee may accumulate the vacation time off days between the time thirty (30) days is accrued and their Time Off Service Date (anniversary date of state employment).
 - b. Such accumulated leave shall be used by the anniversary date and at a time convenient to the employing institution/agency. If such leave is not used prior to the employee's anniversary date, such leave shall be automatically extinguished and considered to have never existed.
 - c. Such leave credit accumulated shall never, regardless of circumstances, be deferred by the employing institution/agency by filing a statement of necessity described in subsection (1) of this section.

11.4 Vacation Time Off – Cash Payment. Bargaining unit members who have completed six (6) continuous months of employment and who separate from service by resignation, layoff, dismissal, retirement or death are entitled to a lump sum cash payment for all unused vacation time off. In the case of voluntary resignation, an employee may be required to provide fourteen (14) calendar days' notice to qualify for such lump sum cash payment. Vacation time off

payable under this section shall be computed and paid as prescribed by the Office of Financial Management. No contributions are to be made to the Department of Retirement Systems for lump sum payment of excess vacation leave accumulated nor shall such payment be reported to the Department of Retirement Systems as compensation.

Article 12 – Employment Practices

12.1 Re-employment. For purposes of accrual of benefits, employees covered by this agreement who are re-employed will be treated as newly hired except that an employee who has been laid off because of lack of funds or curtailment of work and who is re-employed within twenty-four months (plus a twelve month extension if requested) shall be entitled to previously accrued benefits and placement on the salary schedule which he/she had at the time of layoff.

12.2 Personnel File. An employee shall have access to his/her own personnel file for review in the office upon written request to the University's Human Resources Office. The Employer may remove any documents in a probationary employee's file which were obtained through assurances of confidentiality to a third party at the time of original appointment.

Upon request of an employee who has achieved permanent status, the Employer or designee will remove pre-employment reference statements from the employee's personnel file(s).

The employee shall be sent a copy of any adverse material placed in the official or departmental file. Notes or files kept by managers regarding staff shall not be shared with others unless shared with the employee first and shall not be kept more than three years. The employee shall have the right to have placed in any of the above files a statement of rebuttal or correction of information contained in the file within a reasonable period of time after the employee becomes aware that the information is in the file. Performance evaluations will be removed from the departmental file three years after the date of completion.

A. Removal of Documents. After two (2) years from the date of issue, employees may request the removal of Formal Counseling documents in their personnel file. After three (3) years from the date of issue, employees may request the removal of Final Counseling documents in their personnel file. If a request for removal of documents is denied, employees will be given a written reason for the denial. The Employer may retain this information in a legal defense file in accordance with the prevailing Washington State law.

12.3 Liability Insurance. The Employer shall provide appropriate liability insurance for all employees in the bargaining unit and shall provide upon request a summary of the policy or statement of coverage.

12.4 Performance Evaluations. It is the intention of University management, during the probationary period and thereafter, to give bargaining unit employees a performance evaluation in accordance with the Department's evaluation procedure. Further, it is the intention of University management to advise each employee of the status of his/her work performance in accordance with appropriate standards of practice as needed or through the performance evaluation mechanism.

A copy of the evaluation shall be given to the employee.

12.5 Employee Assistance. The Employer and the Union recognize that alcoholism and chemical dependency are chronic and treatable conditions. Efforts should be made to identify these conditions and treatment options established at an early stage to prevent or minimize erosion in work performance. The Employer and the Union will encourage and support employees' participation in appropriate programs including the UW Care Link services, through which employees may seek confidential assistance in the resolution of chemical dependency or other problems which may impact job performance.

No employee's job security will be placed in jeopardy as a result of seeking and following through with corrective treatment, counseling or advice providing that the employee's job performance meets supervisory expectations.

12.6 Travel Pay. Any employee required by the Employer to travel to a place of work other than his/her regular official duty station shall be reimbursed for travel costs, if eligible, in accordance with University policy.

12.7 Employment Information. A written form will be used to specify initial conditions of hiring (including number of hours to be worked, rate of pay, unit and shift).

Upon request to their immediate supervisor, employees will be given written confirmation of a change in status or separation in accordance with University of Washington policy.

Upon request to their immediate supervisor, records shall be readily available for employees to determine their number of hours worked, rate of pay, sick leave accrued and vacation accrued.

12.8 Staff Meetings. Staff meetings normally will take place on a regular basis. Minutes will be shared with staff. All employees required to attend these meetings will do so on paid time. Employees will be provided at least two weeks' notice of meetings that are pre-planned.

12.9 Delegation of Nursing Care. The Union and the Employer acknowledge that the professional nurse is responsible for determining the competency and skill of all persons to whom they delegate a task. The nurse may determine not to delegate such tasks in accordance with the Nurse Practice Act.

12.10 Payroll Errors. Recognizing the importance of employees receiving correct pay, once a payroll underpayment is identified and confirmed, the Employer will correct any errors on the employee's subsequent pay check, unless a manual check is requested.

12.11 Contracting Out. The University will not contract out work which results in the layoff of bargaining unit employees who are employed prior to the time of the execution or renewal of the contract. It is the intent of the Employer to minimize the employment of agency and traveler personnel. The Employer will continue its efforts to recruit and retain a broad base of regular full-time and part-time employees.

Article 13 – Holiday

13.1 Holidays. Holidays for employees in the bargaining units shall be as designated by the University of Washington. The recognized holidays are observed as shown on the University's staff holiday schedule:

- New Year's Day
- Third Monday of January: (Martin Luther King Jr.'s Birthday)
- Third Monday of February: (Presidents' Day)
- Memorial Day
- Juneteenth (June 19th)
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Native American Heritage Day
- Christmas Day

Holidays are prorated for part-time employees. The Employer may designate other days or shifts to be observed in lieu of the above holidays. To be paid for a holiday not worked Employees must be in pay status for at least four (4) hours on the last scheduled work shift preceding the holiday.

13.2 Holiday Pay Rules. The following applies to the holidays listed in this Article:

Full Time Employee:

- A. When the holiday falls on the full time employee's regularly scheduled work day and is worked, the employee will be paid holiday premium pay (one and one half) for all hours worked. The employee will also receive eight (8) hours of holiday credit.
- B. When the holiday falls on the full time employee's regularly scheduled work day and is not worked, the employee will be paid eight (8) hours at the employee's regular rate of pay. If the employees shift is more than eight (8) hours, the employee will be allowed to use

compensatory time, holiday credit, vacation leave, or leave without pay to complete the regularly scheduled work hours for the day.

- C. When the holiday falls on the employee's regularly scheduled day off, the employee will receive eight (8) hours of holiday credit.

Part Time Employee:

- D. When the holiday falls on the part time employee's regularly scheduled work day and is worked, the employee will be paid holiday premium pay (one and one half) for all hours worked. The employee will also receive the prorated to full time number of hours of holiday credit.
- E. When the holiday falls on the part time employee's regularly scheduled work day and is not worked, the employee will be paid the prorated to full time number of hours at the employee's regular rate of pay.

Night Shift Employees. The holiday for night shift employees whose work schedule begins on one calendar day and ends on the next will be the shift in which half or more of the hours fall on the calendar holiday. That shift will be treated as the holiday and paid in accordance with the above holiday pay rules.

Holiday Credit.

- A. Holiday credit will be used and scheduled by the employee in the same manner as vacation leave in Article 11.
- B. Holiday Credit Cash Out: All holiday credit must be used by June 30th of each year. The employee's holiday credit balance will be cashed out every June 30th or when the employee leaves University employment for any reason. The employee's holiday credit balance may be cashed out when the employee:
1. Transfers to a position in their department with different funding sources or,
 2. Transfers to a position in another department.

13.3 Personal Holiday.

1. Each employee may select one personal holiday each calendar year in accordance with the following:
 - a. The employee has been continuously employed by the institution for more than four (4) months;
 - b. The employee has given not less than fourteen (14) calendar days written notice to the supervisor; provided, however, the employee and the supervisor may agree upon an earlier date; and
 - c. The number of employees selecting a particular day off does not prevent providing continued public service.

2. It is the employee's responsibility to schedule the Personal Holiday before December 31st, if not requested it is forfeited.
3. Entitlement to the holiday will not lapse when it is cancelled by the Employer and cannot be rescheduled before December 31st.
4. Full-time employees shall receive eight (8) hours of regular holiday pay for the personal holiday. Any differences between the scheduled shift for the day and eight (8) hours may be adjusted by use of vacation leave, holiday credit, use or accumulation of compensatory time as appropriate, or leave without pay.
5. Part-time employees shall be entitled to a pro-rated number of paid hours on a Personal Holiday based on their FTE.

Article 14 – Union Activities

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

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

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

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

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

- B. Union delegates will be granted reasonable time during their normal working hours to investigate and process grievances in accordance with Article 26, Grievance Procedure. In addition, union delegates will be released during their normal working hours to attend

meetings scheduled by management within the delegates/officer's office or facility for the following representational activities:

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

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

14.3 Use of State Facilities, Resources and Equipment.

- A. Meeting Space and Facilities. The Union shall be permitted to use designated hospital facilities for meetings of the local unit, with or without Union staff present, provided sufficient advance notice is given to the Employer and space is available on the date requested. Such meetings shall be for professional purposes and shall be held during the employees' own free time.
- B. E-mail, Fax Machines, the Internet, and Intranets. Union delegates, and members may utilize state owned/operated equipment to communicate with the Union and/or the Employer only for the exclusive purpose of administration of this Agreement. Such use will:
1. Result in little or no cost to the Employer;
 2. Be brief in duration and frequency;
 3. Not interfere with the performance of their official duties;
 4. Not distract from the conduct of state business;
 5. Not disrupt other state employees and will not obligate other employees to make a personal use of state resources; and
 6. Not compromise the security or integrity of state information or software.

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

14.4 Bulletin Boards. A bulletin board in a prominent location shall be made available and designated for use by the Union for the posting of notices and information pertaining to official business of the Union. Designated space in prominent locations in each work area or in an area

accessible to where employees work shall also be made available for use by the Union for the same purpose.

14.5 Time Off for Union Activities

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

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

B. Temporary Employment with the Union

1. With thirty (30) calendar days' notice, unless agreed otherwise, employees may be granted leave without pay to accept temporary employment with the Union of a specified duration, not to exceed twelve (12) weeks, provided the employee's time off will not interfere with the operating needs of the agency. The parties may agree to an extension of leave without pay up to an additional twelve (12) weeks. For leaves of up to twelve (12) weeks duration, the employee will be returned to their same position. For leaves of more than twelve (12) weeks duration, the returning employee will be employed in a position in the same job classification and the same geographical area, as determined by the Employer.
2. Employees granted leave without pay will be placed on a Monday through Friday work schedule (pro-rated to their FTE) on their permanent shift- For example a 50% employee would be scheduled four (4) per day Monday through Friday.

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

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

completion.

14.7 Information Requests

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

Article 15 – Sick Leave

15.1 Sick Leave – Accrual. Full-time classified employees (pro-rated for part-time) shall accrue eight (8) hours of sick leave credit for each month of completed classified service. Paid sick leave may not be used in advance of accrual. Employees with leave without pay exceeding 80 hours in a month (prorated for part-time) will earn a monthly accrual proportionate to the number of hours in pay status, in the month to that required for full-time employment. Sick leave accruals must not exceed eight hours in a month.

15.2 Sick Leave – Use.

1. Sick leave shall be allowed an employee under the following conditions. The Employer will not require verification for absences of three (3) consecutive work days or less. Such verification or proof may be given to the supervisor/manager or Human Resources according to departmental policy.
 - a. Because of and during illness, disability or injury which has incapacitated the employee from performing required duties
 - b. By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.
 - c. Because of a health condition of a family member that requires treatment or supervision or that requires the presence of the employee to make arrangements for extended care. The Employer may authorize sick leave use as provided in this subsection for other than family members. The applicability of “emergency,” “necessary care” and “extended care” shall be made by the Employer.

- d. To provide emergency child care for the employee's child. Such use of sick leave is limited to twenty-four (24) hours (pro-rated for part-time) in any calendar year, unless extended by the Employer, and shall be used only as specified in Article 14.11.
 - e. Because of a family member's death that requires the assistance of the employee in making arrangements for interment of the deceased.
 - f. For personal medical, dental, or optical appointments or for family members' appointments when the presence of the employee is required, if arranged in advance with the employing official or designee.
2. Sick leave may be granted for condolence or bereavement.

15.3 Family Member. Family member is defined as the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sibling. Family member also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent and 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.

15.4 Sick Leave – Compensation for.

1. Employees shall be eligible to receive monetary compensation for accrued sick leave as follows:
 - a. In January of each year, and at no other time, an employee whose year-end sick leave balance exceeds 480 hours may choose to convert sick leave hours earned in the previous calendar year minus those used during the year to monetary compensation.
 - i. No sick leave hours may be converted which would reduce the calendar year-end balance below 480 hours.
 - ii. Monetary compensation for converted hours shall be paid at the rate of 25% and shall be based upon the employee's current salary.
 - iii. All converted hours will be deducted from the employee's sick leave balance.
 - b. Employees who separate from state service due to retirement or death shall be compensated for their unused sick leave accumulation at the rate of 25%. Compensation shall be based upon the employee's salary at the time of separation. For the purpose of this subsection, retirement shall not include "vested out-of-service" employees who leave funds on deposit with the retirement system.
2. Compensation for unused sick leave shall not be used in computing the retirement allowance; therefore no contributions are to be made to the retirement system for such

payments, nor shall such payments be reported as compensation.

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

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

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

15.7 Use of Vacation Leave or Compensatory Time for Sick Leave Purposes. An employee who has used all accrued sick leave may be allowed to use accrued vacation leave and/or compensatory time off for sick leave purposes when approved in advance or authorized by the Employer.

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

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

Article 16 – Committees

16.1 Joint Labor/Management Committees: Purpose and Membership. Joint Labor/Management Committees are established to provide a forum for communications and problem-solving between the two parties and to deal with matters of a general personnel Union/Employer concern, as well as professional practices within the Department related to patient care and professional issues. The Committees will work toward the improvement of patient care and recommend ways and means to improve patient care; and will address problems and concerns related to staffing and workloads. The Committees' function will be limited to an advisory capacity and shall not include any decision making or collective bargaining authority.

Joint Labor Management Committees may be attended by up to Two (2) bargaining unit representatives, plus a Union representative and up to two (2) Employer representatives and a representative from the Labor Relations Officer or designee.

Meetings. Committee meetings may be requested by an authorized representative of either party and will be scheduled as needed. A Committee meeting shall normally be held during the day shift and at a mutually agreeable time and date. Employee members shall experience no loss in salary for meeting participation. Committee members shall be given release time for attendance at committee meetings held during working hours.

16.2 Committee Work. All time spent by employees on Employer established committees and committees mentioned in this contract (including side letters) shall be considered time worked and shall be paid at the appropriate rate of pay. Time spent on committee work will not be counted towards the calculation of overtime.

16.3 Staffing Concerns-Process for Raising and Resolving Workload and Staffing Issues.

The Employer and the Union mutually recognize that fluctuation in admission rates, outpatient census, clinic flow and referrals to employees create imbalances in workload. Workload management and staffing concerns will be placed on the agenda for the Joint Labor/Management Committee.

Employees individually or as a group, believing there is an immediate, continuous or potential workload/staffing problem are encouraged to bring that problem to the attention of the supervisor or employee's manager or designee at any time throughout the fiscal year. An employee(s) that has raised staffing or workload issues with their supervisor or manager and the issue has not been resolved to the employee(s) satisfaction can bring the issue to the Joint Labor/Management Committee.

The Committee will mutually agree on information that is useful for these discussions and if available that information will be provided. The Joint Labor/Management Committee may mutually agree to invite appropriate resource people to attend meetings.

16.4 Multi-disciplinary Meetings. When an issue/subject arises that would be best addressed through a Joint Labor Management meeting involving members from more than one bargaining unit represented by the Union, either party may request such a meeting. The Union may bring one representative from each of the bargaining units impacted and the Employer will bring appropriate management staff to address the issue/subject. The scope of authority of the meeting and release time for employee representatives will be treated in a manner identical to the individual bargaining unit Joint Labor Management meetings.

Article 17 – Employee Facilities

Employee Facilities. Restrooms and attendant facilities shall be provided as required in the orders and regulations of the State of Washington Department of Labor and Industries. A good faith effort will be made by the Employer to provide facilities for employees' personal belongings.

Article 18 – Classifications

18.1 The current classifications with their respective pay levels are hereby incorporated into this contract as Appendix I. The existing class specifications for these jobs are considered in effect upon the execution of this contract.

18.2

- a. Should the University decide to create, eliminate or modify class specifications, it will notify the Union in advance of implementing the action. Notification will include the bargaining unit status of the classification and, for a newly created or modified classification considered to be in the bargaining unit, a proposed salary. Notification will occur at least thirty (30) days in advance of any proposed implementation date. At the Union's request the University will meet and confer with the Union over its proposed action.
- b. An employee occupying a position reallocated to a class with a lower salary range maximum due to a class being created, abolished or modified will retain the salary of their former position until reaching the top of the range of the former position, and then will be frozen until the new class pay range catches up. An employee(s) occupying a position reallocated to a class with a higher salary range due to a class being created, abolished or modified will receive the same step in the new range as the employee(s) held in the previous range. The periodic increment date of the employee will remain unchanged.
- c. Within thirty (30) calendar days following implementation of the University's decision to create or combine classifications, or modify class specifications for bargaining unit positions, the Union may file an appeal with the Classification Review Hearing Officer selected under Article 19 of this contract, to determine if the salary assigned to the classification is appropriate.
- d. The Union may, at any time, propose a new classification with appropriate justification. These proposals will be reviewed by the Compensation Office of Human Resources which will accept, reject, or modify any proposal. This review is not grievable.

The Employer agrees to notify the Union of any proposed reclassifications of occupied bargaining unit positions into non-bargaining unit positions.

Article 19 – Reclassification

19.1 Policy. Positions shall be allocated to the appropriate classification. Requests to reclassify should be based on a belief that the duties, responsibilities, or qualifications of a position are such that it is inappropriately classified.

19.2 Position Review Process.

- a. The University, employee, or employee representative may request that a position be reviewed when the requesting party believes that the basis of its request has become a permanent requirement of the position. Employees and employee representatives may not request that a position be reviewed more often than once every six (6) months.
- b. The request must be complete and in writing on forms provided by the University. Requests may be submitted to Human Resources or to an employee's direct supervisor or department. Any party may submit additional information, including the names of individuals, which the party believes is relevant to the position review.
- c. An employee may request that a representative be present as an observer at meetings with the University reviewer scheduled to discuss the request for position review. At the employee's request a portion of such meetings shall be conducted in a quiet and private location, away from the work station.
- d. The University reviewer will investigate the position and issue a written response to the employee or employee representative within sixty (60) calendar days from receipt, by Human Resources, of the completed request. A completed request is defined as the employee completing all employee portions of the reclassification forms. The response will include notification of the class and salary assigned when the position is reallocated, or notification of the reasons the position does not warrant reallocation when the request is not approved. Reclass requests may be submitted at either the departmental level or directly to Human Resources. Reclass requests submitted at the departmental level must be forwarded to Human Resources within thirty (30) calendar days.
- e. The effective date of allocations or reallocations initiated by the University shall be determined by the University. The effective date of a reallocation resulting from an employee or employee representative request for position review will be established as the date that the completed request was filed with Human Resources or the employee's direct supervisor or department, whichever date is earliest. The date of receipt must be appropriately documented.
- f. An employee may request reconsideration following receipt of the University's determination. Requests for reconsideration will not hold the timeframe for filing an appeal under 20.3.

19.3 Position Review Appeal Process. If the Union wishes to appeal the decision of the University, it may appeal to the Classification Review Hearing Officer within thirty (30) calendar days following the date of the University's written response.

19.4 Hearing Officer. The Hearing Officer shall be jointly selected by the parties within thirty (30) days of the execution of this contract and shall serve for a minimum of one (1) year from the date of selection. At that time the parties may choose to re-appoint the Hearing Officer or select a different Hearing Officer who will also serve for a minimum of one (1) year from date of selection.

19.5 Hearings. The Hearing Officer shall hold hearings on a quarterly basis unless there are no appeals to hear or the parties agree to pend any open appeals. All materials considered in the position review shall be submitted to the Hearing Officer prior to the hearing and neither party will submit evidence at the hearing that was not submitted during the position review. The Hearing Officer shall endeavor to hold multiple hearings each day, and shall issue a concise decision which shall be final and binding. The Hearing Officer shall have no authority to alter the terms and conditions of this contract. Employees may be represented at the hearing and will be released from work with no loss of pay to attend the hearing. The Hearing Officer's fees and expenses shall be shared equally by the parties.

Article 20 – Corrective Action/Dismissal Process and/or Resignation

20.1 Corrective Action/Dismissal. The Employer and the Union will follow the "Corrective Action/Dismissal Process" below for all corrective action/dismissal actions in order to utilize a corrective rather than punitive approach.

No employee shall be subject to the Corrective Action/Dismissal Process except for just cause. The Corrective Action/Dismissal Process will be considered to incorporate the concept of progressive action and provide a positive process for improvement. The University will determine the specific step at which the process begins based on the nature and severity of the problem.

20.2 Representation During Investigations.

- a. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes corrective action could result. The Employer will provide reasonable time to allow an employee to secure a representative.
- b. The role of the union representative in regard to Employer-initiated investigation is to provide assistance and counsel to the employee and not interfere with the Employer's right to conduct the investigation. Every effort will be made to cooperate in the investigation.
- c. An employee placed on an alternative assignment during an investigation will not be prohibited from contacting their union representative unless there is a conflict of interest, in which case the employee may contact another union representative. This does not preclude the Employer from restricting an employee's access to the Employer's premises.

d. An interpreter can be requested by either party and will be provided.

20.3 Written Action Plans. Written action plans shall identify problem area(s), performance objectives and suggestions for remedying and shall include reasonable timelines for completion. When an employee has chosen to be represented by the Union during the Corrective Action/Dismissal Process, the representative will be involved in developing the written action plan. At the conclusion of the counseling session, the Employer will inform the employee when the employee may reasonably expect to receive the written action plan.

20.4 Corrective Action/Dismissal Process. The Employer will make clear the Step of the process being conducted.

Informal Coaching, verbal counseling between employee and immediate supervisor.

Supervisor may follow up in writing which may include an action plan, which shall not be placed in the employee's file.

Formal Counseling. Formal counseling (may involve administrative personnel other than the employee's immediate supervisor) including the development of a written action plan.

Final Counseling. Final counseling (may involve administration other than the employee's immediate supervisor) including action plan discussion and decision making assignment (a period of paid time away from the work site for the employee to consider the consequences or failure to follow the action plan and to review the final written action plan for possible correction).

Dismissal. Prior to dismissal, a pre-determination meeting will be scheduled to give an employee an opportunity to make his/her case before the final decision is made. The employee has the right to have a Union representative present at the pre-determination meeting. At least five (5) days prior to the meeting, the employee will be informed in writing of the reasons for the contemplated dismissal and given referenced documentation. The employee will be furnished with written notification of the outcome of the pre-determination hearing.

Grievability/Arbitrability. Informal Coaching is not grievable. Formal counseling may be grieved through Step Three Mediation of the grievance procedure only. Final counseling and dismissal may be grieved through every step of the grievance procedure beginning at Step Two.

20.5 Representation. All employees upon request shall be entitled to have a representative present during all steps of the Corrective Action/Dismissal Process. All employees upon request shall be entitled to have a representative present during meetings that are investigatory in nature and may reasonably be expected to result in implementation of the Corrective Action/Dismissal Process at Step B or higher.

20.6 Resignation. Permanent employees planning to resign shall make a good faith effort to give at least thirty (30) calendar days' notice of intention to terminate. All resignations shall be final unless the Employer agrees to rescind the resignation. The Employer's decision not to rescind a resignation shall not be grievable.

20.7 Investigations.

- A. If the Employer places an employee on administrative leave for investigatory purposes, the Employer will notify the employee prior to the onset of the leave of the subject of the investigation. At the conclusion of an investigation, where the Employer elects not to take corrective action, the employee will be provided with a notification that the investigation is completed and that no corrective action will be imposed.
- B. Upon request of the Union, if an investigation of employee lasts longer than sixty (60) days from the date the employee was interviewed, the Employer will provide an explanation to the Union of the current status of the investigation (for example: interviews still being conducted, drafting of investigative report, waiting for analysis of data), next steps and approximate timeframe for completion.

20.8 Off the Job Activities. The private and personal "off the job" lifestyle and activities of an employee shall not be legitimate grounds for disciplinary action initiated by the Employer except where such lifestyle or activities constitute a direct conflict of interest as set forth in RCW 42.18 or are directly detrimental to the employee's work performance.

20.9 RN3s. While RN3s may be involved in mentorship and feedback as well as employee evaluations, management will lead the corrective action process. RN3s can be present with management during the corrective action process.

Article 21 – Seniority, Layoff, Rehire

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

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

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

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

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

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

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

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

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

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

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

- a. a funded vacant posted position in the affected job class within the layoff/seniority unit.
- b. the opportunity to replace the least senior employee in the affected job class within the unit or department or base and in an FTE status within .2 FTE;
- c. the opportunity to replace the least senior employee in their clinical group (see Article 21.6);
- d. the opportunity to replace the least senior employee within the same department who is in a lower classification in the same series as the employee affected by the layoff and

within .2 FTE.

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

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

Layoff unit

1. School of Nursing
2. Hall Health and EH&S
3. School of Public Health
4. School of Medicine Departments to be broken down to Departments as follows:
 - a. Anesthesiology and Pain Medicine
 - b. Biochemistry
 - c. Bioengineering
 - d. Bioethics and Humanities
 - e. Biological Structure
 - f. Biomedical Informatics and Medical Education
 - g. Comparative Medicine
 - h. Family Medicine
 - i. Genome Sciences
 - j. Global Health
 - k. Immunology
 - l. Laboratory Medicine
 - m. MEDEX Northwest
 - n. Microbiology
 - o. Neurological Surgery
 - p. Neurology
 - q. Obstetrics and Gynecology
 - r. Ophthalmology
 - s. Orthopedics and Sports Medicine
 - t. Otolaryngology / Head and Neck Surgery
 - u. Pathology
 - v. Pediatrics
 - w. Pharmacology
 - x. Physiology and Biophysics
 - y. Psychiatry and Behavioral Sciences
 - z. Radiation Oncology
 - aa. Radiology

bb. Rehabilitation Medicine

cc. Surgery

dd. Urology

ee. Emergency Medicine

ff. Health Metrics

5. Department of Medicine to be broken down to Divisions as follows:

a. Allergy and Infectious Disease

b. Cardiology

c. Dermatology

d. Gastroenterology

e. General Internal Medicine

f. Gerontology and Geriatric Medicine

g. Hematology

h. Medical Genetics

i. Metabolism, Endocrinology, and Nutrition

j. Nephrology

k. Oncology, Medical

l. Pulmonary and Critical Care Medicine

m. Rheumatology

Nothing in this article shall restrict or limit the Employer's ability to rename, reorganize, and/or consolidate department or divisions. The Union will have the opportunity to bargain the impacts of any renaming, reorganization, and/or consolidation of departments or divisions.**21.7 Layoff Notice.** Employees identified for layoff and the SEIU 1199NW union office shall receive not less than thirty (30) calendar days' notice prior to the abolishment of the positions. The notice shall include the effective date of the layoff and a reference to the employee's rights under this Article. The notice to the union shall also include the most recent classified hire date seniority list. Upon request, the Union and the Employer will meet to discuss possible alternatives to the layoff.

21.8 Layoff and Displacement Options. The Employer shall identify the position to be eliminated and employee(s) to be affected. Layoff shall be by seniority within the layoff unit, least senior employee first as long as the remaining employees possess the essential skills to perform the necessary work. Employees subject to layoff shall have the right to displace the least senior employee in the affected job classification within each successive layoff unit as defined in Article 21.6 above (Layoff Unit) within .2 FTE of the employee affected. The employee will also be given the opportunity to fill any vacant position within the layoff unit.**Layoff and Displacement Options Research Registered Nurse 1 and 2.** For Research Registered Nurse 1 and 2 in the Research/Hall Health bargaining unit, vacant positions within the layoff/seniority

unit will be considered a more junior position than any occupied by an incumbent. Employees shall have no bumping rights per Article 21 within six (6) months from the effective date of a Final Counseling action plan. An employee laid off due to the exercise of another employee's displacement option shall not have any displacement option. Such an employee shall be offered any vacant position available on the employee's unit or in the employee's clinical group and shall also have the right to be placed on the rehire list(s) per Article 21.10.

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

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

1. Positions of a lower FTE status in the classification from which the employee was laid off;
2. Lower classifications in the series from which the employee was laid off.

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

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

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

1. If placement does not occur within twenty-four (24) months;
2. If the employee refuses two (2) offers of placement for a position having the same pay, shift and is within .2 FTE of the position from which the employee was laid off. In such

case, the employee will be removed from all other rehire lists and will have exhausted all rehire rights;

3. If the employee was placed into two (2) vacant positions for which the employee has failed to complete the rehire trial period;
4. If the employee accepts an offer of placement and completes the rehire trial service period;
5. Employees who reject one (1) offer of placement from a list for a position in a classification other than that from which the employee was laid off will be removed from that list.

21.13 Other Layoff and Rehire Issues

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

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

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

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

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

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

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

21.14 Restructure. In the event of a unit, departmental, or University-wide restructure, the University of Washington will determine the number of full-time and part-time FTE's by shift required for the new or restructured department or unit. Prior to determining the schedule, the University of Washington shall meet with the employees of the affected unit(s) or department(s) to discuss the reconfiguration of the FTE's in the unit(s) or department(s) and the new work schedule(s). A listing of the FTE's for each shift on the new or restructured unit(s) or department(s) shall be posted on the impacted unit(s) or department(s) for no less than ten (10) days. All other vacant bargaining unit positions shall also be posted on the impacted unit(s) and department(s) concurrently with the FTE list posting for no less than ten (10) days. By the end of the posting period, each employee in units or departments subject to or impacted by restructure, will have submitted to the University of Washington a written list that identifies in rank order of preference (first to last) all available positions for which the employee is willing to work.

The University of Washington shall assign each employee, in order of seniority, to positions on the new or restructured unit(s) or department(s) based upon an Employee's submitted preference list and the essential skills of the employee and the skills needed in the available positions.

Article 22 – Job Posting & Transfer

22.1 Hall Health Registered Nurses. Requests for a change in a Hall Health RN's primary unit should be discussed with the nurse manager and a written submission given to the manager. A good faith effort will be made to facilitate such a transfer where there is an operational need to do so and where an individual has the applicable knowledge, skills and ability.

22.2 Research/Hall Health Bargaining Unit. When a job opening occurs, it will be posted per current University of Washington procedure. An applicant's length of service will be a consideration on a transfer to a vacant position.

Article 23 – Worker's Compensation Leave

23.1 Employees who suffer a work related injury or illness that is compensable under the state worker's compensation law may select time loss compensation exclusively, leave payment exclusively or a combination of time loss compensation and accrued paid time off.

23.2 During a period when an employee receives pay for vacation leave, compensatory time off or holidays and also receives worker's compensation for time loss, he/she is entitled to both payments without any deduction for the industrial insurance payment.

23.3 When an employee receives worker's compensation payment for time loss and is on leave without pay, no deductions will be made for the industrial insurance payment.

23.4 An employee who sustains an industrial injury, accident or illness, arising from employment at the University of Washington shall, upon written request and proof of continuing disability, be granted leave of absence without pay for up to six months without loss of layoff seniority or change in annual increment date. Leave without pay exceeding six months without loss of layoff seniority or change in annual increment date may be granted at the option of the Employer.

Article 24 – Management Rights and Responsibilities

Except as specifically limited to this Agreement, the Employer has the right and the responsibility to control, change, and supervise all operations, and to direct and assign employees. Such right and responsibility shall include, but not be limited to, the selection and hiring of employees, discipline for cause, classification, reclassification, suspension, layoff, promotion, demotion, or transfer of employees, establishment of work schedules, and control and regulations of the use of all equipment and other property of the University. The Employer is responsible for establishing and maintaining an appropriate standard of care for patients. The Employer shall take whatever action as may be necessary to carry out its responsibilities in any emergency situations.

Application of this Article shall not preclude use of the Grievance Procedure as established in this Agreement.

Article 25 – Performance of Duty

25.1 The Employer and the Union acknowledge that this Agreement provides, through the Grievance Procedure contained therein, 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 services and to this end pledge to prevent or eliminate any conduct contrary to that objective. Therefore, during the life of this Agreement there shall be no work stoppage or any other form of concerted job action by employees in the bargaining units, nor will the Union authorize or condone such activity in form.

25.2 Should the employees engage in any unauthorized concerted action, a Joint Labor/Management Committee shall immediately convene and shall continue to meet until the dispute is settled, and the employees involved shall immediately return to work and continue working. Any employee who refuses to perform his/her work may be subject to disciplinary action.

25.3 There will be no strike or lockout regarding any matters pertaining to the contents of this Agreement.

25.4 Any action of the Employer in closing the University during any unauthorized concerted action, riot, or civil disturbance for the protection of the institution, its property, or its employees shall not be deemed a lockout.

25.5 Employees covered by this Agreement who would engage in any prohibited activity as defined above shall be subject to disciplinary action by the Employer, including discharge.

Article 26 – Grievance Procedure

26.1 Definition. A grievance within the meaning of this Agreement shall be defined as any alleged misapplication or misinterpretation of the terms of this Agreement, and/or the Employer's written personnel rules and policies.

A grievant, within the meaning of this Agreement, shall be defined as an employee(s) within a bargaining unit covered by this Agreement, who alleges a grievance, or the Union alleging a grievance, under the terms and conditions of this Agreement.

26.2 Noninterference. Employees shall be free from restraint, interference, coercion, discrimination or reprisal in seeking resolution of their grievance when processed in accordance with this procedure.

26.3 Application of the Grievance Procedure. This grievance procedure shall be available to all employees covered by this Agreement subject to the following:

- a. Concerns regarding performance evaluations may be filed as a grievance and processed only through Step 2 of this procedure.
- b. Concerns regarding Health and Safety (Article 30.2 and 30.3) shall be resolved following the provisions of Sections 30.2 and 30.3.
- c. Concerns regarding corrective action may be filed as a grievance and processed per the grievability/arbitrability language in Article 20.4.

26.4 Contents. The Employer recognizes the right of the Union to designate Union Delegates who shall be authorized to take up employee or group grievances through the grievance procedure. The written grievance shall include the following information:

- a. The date upon which the grievance occurred.
- b. The specific Article(s) and Section(s) of the Agreement violated.
- c. The past practice, rule, policy violated.
- d. Specific remedy requested.
- e. The grievant(s) name.
- f. Name and signature of Union representative (Staff or Delegate).
- g. The nature of the grievance.

Failure to include the above information shall not be a reason for invalidating the grievance.

26.5 Union Delegates. The Employer recognizes the right of the Union to designate Union Delegates who shall be authorized to take up employee or group grievances through the grievance procedure.

A Union Delegate who is a bargaining unit employee and is processing a grievance in accordance with the grievance procedure shall be permitted a reasonable time to assist in the resolution of legitimate employee grievances on the Employer's property without loss of pay. Such time off for processing grievances shall be granted by supervision following a request, but in consideration of any job responsibilities.

26.6 Time Limits. An extension of the time limitations as stipulated in the respective steps below, may be obtained by mutual consent of the parties. Failure of the Employer to comply with the time limitations due to negligence shall establish the right of the grievant to process the grievance to the next step or to submit the grievance to the next step. Failure of the grievant to comply with the time limitations due to negligence on their part shall constitute withdrawal of the grievance. A grievance may be withdrawn at any time, in writing to the Employer, by the grievant. Withdrawal of a grievance shall close the matter, and it shall not be resubmitted.

26.7 Pay Status. An aggrieved employee and the Union Delegate shall be in a pay status during those working hours in which a grievance, a grievance mediation, or an arbitration hearing is held. Release time for additional employee representation shall be subject to approval by the Labor Relations Officer or designee when a group grievance is filed.

26.8 Employee Representation. The Union is the official representative for any individual employee or group of employees filing a grievance who wish to be represented. Individual employees or groups of employees who choose not to be represented by the Union may present grievances to management through Step Two of the grievance procedure only. Such grievances may be adjusted by management so long as the adjustment is not inconsistent with the collective bargaining agreement and the Union has had an opportunity to review such adjustments.

26.9 Procedure. The following shall be the formal grievance process. The parties are encouraged to meet informally to resolve issues that may be potential grievances at the lowest possible level of supervision. Such informal meetings will not be considered a step of the grievance process and will not stop the grievance timelines. If requested by the employee, a Union representative may be present.

Step One – Administrative. It is the desire of both the Employer and the Union that grievances be adjusted informally whenever possible. If an employee or the Union wishes to file a grievance, such grievance must be filed within thirty (30) calendar days from the date the grievant is aware that a grievance exists. The grievance shall be in written form with a complete description of the alleged grievance, the date it occurred, the specific article(s) and section(s) of the contract, or Employer policy or rule alleged to have been violated and the remedy sought. A copy of the grievance will be sent to the University of Washington’s Human Resources Office. The parties will schedule a grievance meeting within ten (10) calendar days of filing. If requested by the grievant, a representative or delegate may be present. The University will be represented by a manager with the authority to adjust the issues raised in the grievance and a representative from the University of Washington’s Human Resources Office. The University will respond in writing within ten (10) calendar days of the meeting.

Step Two – Review. If a satisfactory settlement is not reached within the required time period above, the employee and/or representative may submit the written grievance to Step Two within fourteen (14) calendar days after the decision at Step One. A copy of the grievance will be sent to the University of Washington’s Human Resources Office and the Office of Labor Relations. The second step review meeting shall occur within ten (10) calendar days. The grievance review meeting shall include the grievant, the grievant’s representative or delegate, the head of the unit or designee, and representatives from the University of Washington’s Human Resources Office and the University’s Labor Relations Office. The University will respond in writing within fourteen (14) calendar days of the meeting. If a satisfactory settlement is not reached, the employee or representative may submit the written grievance to Step 3 within fourteen (14) calendar days.

Step Three – Mediation/Arbitration. The written grievance may be submitted by the Union within fourteen (14) calendar days after the Step 2 decision to the PERC for mediation.

If mediation fails to resolve the grievance, the grievance may be submitted by the Union to arbitration. Such submittal must be within fourteen (14) calendar days from any of the following: the mediator’s impasse report, a written declination by a party to mediate, or the Step Two response if neither the Union nor the Employer requested mediation. The submittal must be in writing and served on the other party.

The parties agree to establish a permanent panel of ten (10) arbitrators. These arbitrators shall be assigned cases by the parties on a rotating basis. If the arbitrator is not available to hear the case within ninety (90) calendar days of the decision by either party to go to arbitration, the parties may contact the next arbitrator in the rotation. If no arbitrator can hear the case within ninety (90) calendar days, the case will be assigned to the arbitrator who can hear the case on the earliest date. If an individual arbitrator decides to remove their name from the panel or if one or more members of the panel are not continued by either party, the parties will meet to decide whether to substitute an additional name(s).

No later than seven (7) working days prior to the scheduled arbitration meeting, the parties will submit questions of arbitration eligibility to the arbitrator for preliminary determination, share the name of each witness intending to testify at the hearing, and attempt to agree upon the issue statement. A copy of written materials submitted to the arbitrator will be provided to the opposing party.

The parties agree that the arbitrator shall have no power to render a decision that adds to, subtracts from, alters or modifies in any way the terms and conditions of the Agreement. The parties further agree that the decision of the arbitrator will be final and binding upon all parties. The Union or the Employer will have the right to request the arbitrator to require the presence of witnesses and/or documents. The arbitrator's decision shall be made in writing and the arbitrator shall be encouraged to render the decision within thirty (30) calendar days of the close of the arbitration.

Article 27 – Mandatory Subject

Existing practices not contained in this contract which have a bearing upon the quality of working conditions shall not be modified or eliminated without providing the union notice and opportunity to bargain.

27.1 The Union may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. The Union will notify the Vice President of Labor Relations of any demands to bargain. Unless agreed otherwise, the parties agree to begin bargaining within thirty (30) calendar days of receipt of the request to bargain. A valid request to bargain must include at least three (3) available dates and times to meet. If the union makes a request for information at the same time as the request to bargain, the thirty (30) calendar days will not begin until the information request has been fulfilled. Information requests made after the request to bargain will not delay the scheduling of discussion and/or negotiations. In the event the Union does not request negotiations within sixty (60) calendar days, the Employer may implement the changes without further negotiations. There may be emergency conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer shall notify the Union as soon as possible.

Prior to making any change in written Employer policy that is a mandatory subject of bargaining; the Employer shall notify the Union and satisfy its collective bargaining obligations per Article 27.

The parties shall agree to the location and time for the negotiations. Each party is responsible for choosing its own representatives for these activities. The Union will provide the Employer with the names of its employee representatives at least seven (7) calendar days in advance of the meeting date unless the meeting is scheduled sooner, in which case the Union will notify the Employer as soon as possible.

27.2 Release Time.

- A. The Employer shall approve paid release time for up to three (3) employee representatives who are scheduled to work during the time negotiations are being conducted, provided the absence of the employee will not interfere with the operating needs of the Employer. The Employer may approve leave for additional employee representatives provided the absence of the employee will not interfere with the operating needs of the Employer. If the additional employee absence is approved, the employee(s) may use personal holiday, vacation time off, holiday credit, or compensatory leave instead of leave without pay.
- B. No overtime will be incurred as a result of bargaining and/or preparation for bargaining.

Article 28 – Health Insurance and Pension

28.1 For the 2021-2023 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected medical premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board. The projected medical premium is the weighted average across all plans, across all tiers.

28.2 The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances:

1. In ways to support value-based benefits designs; and
2. To comply with or manage the impacts of federal mandates.

Value-based benefits designs will:

1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
2. Use clinical evidence; and

3. Be the decision of the PEB board.

28.3 Articles 28.2 will expire June 30, 2023.

28.4

- A. The Employer will pay the entire premium costs for each bargaining unit employee for dental, basic life, and any offered basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.
- B. If the PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.

28.5 Wellness

- A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.
- B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

28.6 The PEBB Program shall provide information on the Employer sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.

28.7 Medical Flexible Spending Arrangement

- A. During January 2022 and again in January 2023, the Employer will make available two hundred fifty dollars (\$250) in a medical flexible spending arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in RCW 41.80.020(3), who meets the criteria in Subsection 28.7(B) below.
- B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:
 - a. Is occupying a position that has an annual full-time equivalent base salary of fifty thousand four dollars (\$50,004) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and

- b. Meets PEBB program eligibility requirements to receive the employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.
 - c. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2088).
 - d. Base salary excludes overtime, shift differential and all other premiums or payments.
- C. A medical FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for Employer FSA funds may decline this benefit but cannot receive case in lieu of this benefit.
- D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to a FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.
- E. Eligible employees will be provided information regarding the benefit and use of the FSA funds at new employee orientation, during open enrollment periods, and at the beginning of each plan year. The PEB Health Care Benefits Labor Coalition and Health Care Authority committee will confer on methods of ensuring eligible employees understand and are able to access information regarding the FSA benefit, including exploring ways for employees to access information in preferred languages.

Article 29 – New Employee Orientation

New Employee Orientation. The Employer shall provide new employee orientation to employees in the bargaining units. The purpose of the orientation program shall be to familiarize new employees with the University's philosophy, policies and procedures, together with nursing functions and responsibilities as defined in the appropriate class specification.

Article 30 – Health and Safety

30.1 Benefits. The Employer shall bear the cost of and provide bargaining unit employees with:

1. At the beginning of employment and annually thereafter TB testing including chest x-rays where medically indicated. For employees working in high risk areas, TB testing shall be available on a six month basis. Before screening, all employees shall be counseled regarding anergy testing. When medically indicated, or upon the employee's request, appropriate anergy testing will be provided.
2. Throat culture if requested by the employee and ordered by a physician.
3. Vaccinations and immunizations provided by the University.

4. Hepatitis B vaccine for all employees. At the employee's request the Employer shall provide an antibody test to ensure that the employee's antibody titer level is sufficient to protect against Hepatitis B infection. If medically indicated and upon request, the employee shall receive a booster.
5. At the employee's request, the Employer will test for Hepatitis C using a test considered most reliable by the Employer.
6. The Employer shall refer PPD converters for appropriate medical treatment at no cost to the employee.

30.2 Policies. It is the Employer's intent to make reasonable and proper provisions for the maintenance of appropriate standards of health and safety within the workplace. This shall include providing, and making available, safe medical devices, personal protective equipment, and applicable training, education and critical incident de-briefing. Training and education shall be made available during each shift and will be accessible to all employees. The Employer shall comply with applicable Federal and State 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. If a resolution of any dispute pertaining to this section is not reached through the assistance of EH&S, a complaint may be filed with the Washington State Department of Labor & Industries whose findings shall be binding upon both parties.

30.3 Working Conditions. All work shall be performed in conformity with applicable health and safety standards. Employees are encouraged to immediately report any unsafe working condition to their supervisor. No employee shall be disciplined for reporting any such conditions nor be required to work or to operate equipment when he/she has reasonable grounds to believe such action would result in immediate danger to life or safety the final determination of which shall rest with the Environmental Health & Safety Department.

30.4 The Employer will provide TB conversion rate data and blood exposure incident summaries to the Health and Safety Committee.

30.5 Medical Devices. Employees wishing to suggest additional safety equipment or to raise issues with regard to current equipment (e.g. availability, training needs, effectiveness) are encouraged to raise such suggestions through management or with appropriate committees – Nursing QA & I, Health and Safety, Infection Control, or Product Evaluation.

30.6 Training/Education. The Employer shall provide an annual infection control/safety update on paid time for all employees in accordance with applicable statutes and regulations.

Workplace violence and personal safety training will be mandatory for all staff in the New Staff Orientation. Employees are also encouraged to take advantage of ongoing training opportunities available in this area.

Other training related to general and personal safety will be made available as appropriate to the clinical setting, general environment, and needs of the patient population and the staff. Reasonable requests for such training will be considered.

30.7 Exposure Control.

1. The Employer agrees to take every reasonable measure to prevent occupational transmission of TB and other communicable diseases. All employees shall have access to the written TB exposure control plan. Counseling on Hepatitis C shall be included in the exposure protocol.
2. The Employer shall provide confidential twenty-four (24) hour information and referral for employees sustaining needlestick injuries or other blood and body fluid exposures. Efforts will be made to identify all staff exposed to communicable and infectious diseases. These staff members will be notified using all available contact information and instructed on follow-up within seventy-two (72) hours of being identified as exposed. Such notification will be documented and shared monthly with the Health and Safety Committee.

30.8 Lactation Station: A fully functional lactation station will be available for employees in the Hall Health Building.

Article 31 – Subordination of Agreement and Saving Clause

It is understood that any provision of this Agreement shall not prevail if in conflict with applicable law.

Any provision of the Agreement which may be adjudged to be unlawful or invalid by a court of law shall thereafter become null and void, but all other provisions of this Agreement shall continue in full force and effect.

Upon request from either party, the Union and Employer negotiating committees shall commence negotiations within thirty (30) days for the purpose of coming to agreement on a substitute provision for that which was declared unlawful or invalid.

Article 32 – Washington Family Medical Leave Program*

32.1 Washington Family Medical Leave Program (PFML) 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 bereavement time off when the employee is qualified for PFML family leave per RCW 50A.05010 10(d), sick time off, vacation time off, personal holiday, holiday credit, holiday taken, or compensatory time off.

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

Article 33 – Duration of Agreement

This Agreement shall become effective on July 1, 2021 and shall remain in full force and effect until June 30, 2023. Automatic renewal shall extend the terms of the Agreement for one year at a time, unless either party serves the other with written notice at least one hundred twenty (120) calendar days prior to the anniversary date of its intent to negotiate a new Agreement. Should such notice be served, bargaining shall commence within thirty (30) days following the date of the notice for the purpose of negotiating a new Agreement.

Article 34 – Salary and Premiums

Job Code	Classification	Pay Table	Salary Range
18910	Registered Nurse 2 – Hall Health	B2	02
18911	Registered Nurse 3 – Hall Health	B2	03
18905	Research RN 1	BW	01
18906	Research RN 2	BW	02
21201/21203	Physician Assistant-Advanced Registered Nurse Practitioners	B9	12
21202	Physician Assistant-Advanced Registered Nurse Practitioners-Lead	B9	22

Research/Hall Health Bargaining Unit

The University agrees to pay Registered Nurses who are on standby, as required by the FLSA.

Standby premiums for Research RN 1 and 2 placed on standby while off the University of Washington premises will be \$4.00/hr.

Charge Nurse Pay \$2.25/hr (does not apply to Research RN 1 or 2)

Article 35 – Parking and Transportation

The Union agrees that during the life of this Agreement, the University may apply changes in transportation policy, including adjusting parking and U-Pass fees and criteria for assigning parking spots, to the bargaining unit without the obligation to bargain with the Union. The Union may raise issues and concerns about the University's parking program at Joint Labor/Management Committee meetings or at ad hoc Labor Management Committee meetings. The Union shall have a standing seat on the University's committee(s) that work on transportation and parking issues.

Article 36 – Reasonable Accommodation of Employees with Disabilities

36.1 Disability Accommodation. The Employer and Union will comply with all relevant federal and state laws, regulations and executive orders and with the provisions of University of Washington Administrative Policy Statement 46.5 on Reasonable Accommodation of Employees With Disabilities. The University and the Union are committed to providing reasonable accommodation to employees with disabilities.

36.2 An employee who believes that they suffer a disability and requires a reasonable accommodation to perform the essential functions of their position may request such an accommodation through the Disability Services Office or otherwise informing the employee's supervisor and/or department of the need for accommodation.

36.3 Employees requesting accommodation must cooperate with the University in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion at Employer expense. Medical information disclosed to the Employer will be kept confidential.

36.4 The Employer will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided.

36.5 An employee who is unable to perform the essential function of their position due to disability may be separated from service after the Employer has made good faith efforts to reasonably accommodate the employee's disability in accordance with applicable state and federal law. Disability separation is not a corrective action.

36.6 An employee who is unable to perform the essential function of his/her position may be provided a leave of absence in accordance with 36.7 as an accommodation.

36.7 Disability Leave. Disability leave may be a combination of the employee's accrued sick time off, vacation time off, personal holiday, compensatory time, and/or unpaid time off, the combination of which may be determined by the employee. If disability leave is taken as an unpaid absence, the employee may apply eight (8) hours of accrued paid time off per month during the nine (9) months of disability leave to provide for continuation of employer paid health benefits. The interspersed paid time off will be applied to the first working day of the month.

36.8 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.

- A. The following pregnancy-related accommodations shall not require health care provider certification and are not subject to an employer's claim of undue hardship:
1. Providing more frequent, longer, or flexible restroom breaks;
 2. Modifying a no food or drink policy;
 3. Providing seating or allowing the employee to sit more frequently if their job requires them to stand; and
 4. Restricting lifting to 17 lbs. or less.
- B. An employee's pregnancy or pregnancy-related health condition may also be accommodated as follows:
1. Job restructuring, part-time or modified work schedules, reassignment to a vacant position, or acquiring or modifying equipment, devices, or an employee's work station;
 2. Providing for a temporary transfer to a less strenuous or less hazardous position;
 3. Providing assistance with manual labor and limits on lifting;
 4. Scheduling flexibility for prenatal visits; and
 5. Any further pregnancy accommodation an employee may request.

With respect to these accommodations, the University may request an employee provide written certification from their treating health care provider regarding the need for reasonable accommodation and may deny an employee's request for reasons of significant difficulty or expense.

Article 37 – Miscellaneous Leave

37.1 Leave Without Pay. In addition to the circumstances specified elsewhere in this Agreement, the Employer, in its discretion may approve a leave without pay for the following reasons specified below. Leaves without pay must be approved or denied by the Employer in

writing within fourteen (14) calendar days of the request when practicable and if denied will include the reason for denial. Approval will set a date for the employee's return to work. Modification of the return date must also be approved in writing by the Employer. When an employee is in leave without pay status for more than eighty (80) hours in a month (pro-rated for their FTE) they will not accrue vacation time off and will accrue sick time off proportionate to the number of hours in pay status in the month to that required for full-time employment.

37.2 Leave without pay may be granted for the following reasons:

- a. Child or elder care emergencies
- b. Governmental service
- c. Citizen volunteer or community service
- d. Conditions applicable for leave with pay
- e. Education
- f. Formal collective bargaining
- g. Leave taken voluntarily to reduce the effect of a layoff
- h. To accommodate annual work schedules of employees occupying cyclic year positions
- i. As otherwise provided for in this Agreement

37.3 Leave without pay for the following reasons is not covered by this Article:

- a. Compensable work-related injury or illness, (Article 23)
- b. Union activities (Article 14)

37.4 Conditions Applicable to Leave without Pay:

Employees must submit any request for a leave without pay in writing when feasible prior to the leave being used. Except as required by law, a request for leave without pay must meet the following conditions:

- a. The employee must be a permanent employee
- b. The employee must have a bona fide intention of returning to work following the leave
- c. The leave without pay must not, in the discretion of the University, interfere with operational needs.

37.5 Cancellation of Leave Without Pay. The Employer may cancel a leave without pay upon finding that the employee is using the leave for purposes other than those specified at the time of approval, or where there are extreme circumstances requiring the employee's return to work. The Employer will provide written notice to the employee that a leave without pay has been cancelled. The notice will set a date for the employee's return to work. Unless mutually agreed, the employee's failure to return to work on the date prescribed will be considered job abandonment.

37.6 Schedule During Continuous Leave of Absence. Employees that are placed on an approved continuous leave of absence, who do not work a Monday through Friday work schedule, will be placed on a Monday through Friday work schedule (pro-rated to their FTE) on their permanent shift- For example a 50% employee would be scheduled four (4) hours per day Monday through Friday.

37.7 Benefits During Leave. Employees are encouraged to contact the Employer's Benefits Office (phone # 206-543-2800, benefits@uw.edu) prior to any leave without pay to understand impact on benefits and learn about other points to consider.

37.8 Returning Employee Rights. Employees returning to work following an approved leave without pay will be returned to the position they held prior to the leave without pay or to another position in the same classification in the same geographical area unit and organizational unit. In the event the employee's position is substantially impacted during the time the employee is on leave, they will be notified in writing and provided a time in which to exercise any rights available pursuant to this Agreement.

37.9 Educational Leave. After six months of continuous employment, permission may be granted for leave of absence without pay for up to one year of study, without loss of accrued benefits. An employee shall not incur any reduction in pay when participating in an educational program at the request of the employer.

37.10 Government Service Leave. After applicable accrued leave has been exhausted, Leave without pay may be granted for government service in the public interest, including but not limited to the U.S. Public Health Service or Peace Corps.

37.11 Volunteer or Community Service Leave. After applicable accrued leave has been exhausted, Leave without pay may be granted for community volunteerism or service.

37.12 A classified employee taking an appointment to an exempt position shall be granted a leave of absence without pay, with the right to return to his/her regular position, or to a like position at the conclusion of the exempt appointment; provided application for return to classified status must be made not more than thirty (30) calendar days following the conclusion of the exempt appointment.

37.13 Leave of Absence-Duration. Leave of absence without pay shall not exceed twelve (12) months except for educational leave which may be allowed for the duration of actual attendance and leave for government service in the public interest. Leave of absence without pay may be extended for an additional twelve (12) months upon signed request of the employee and signed approval of the employing official or designee and the Human Resources official. Additional leave of absence without pay may be approved by the Human Resources official.

Article 38 – Family Medical Leave Act and Parental Leave*

38.1 Federal Family and Medical Leave Act (FMLA). Consistent with the federal Family 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.

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.

38.2 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.

- a. For work under FMLA, the Employer may require that employees use a portion of their accrued but unused paid leave unless it runs concurrently with Washington Family and Medical Leave (PFML).
- b. The Employer will not require the use of paid leave such that it would result in the employee having fewer than eighty (80) hours of accrued vacation leave or eighty (80) hours of accrued sick leave, counted separately, upon return to work. Vacation and sick leave that has been requested and approved prior to the request for the use of FMLA will not be considered when requiring employees to use leave during FMLA-covered leave. This does not apply during an absence covered by the Washington Family and Medical Leave Program (PFML).

38.3 The University will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by FMLA. If necessary, due to continued 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 per month of accrued applicable paid

leave for continuation of employer paid health insurance benefits for the duration of the approved leave of absence. The interspersed paid leave will be applied to the first working day of the month for the purposes of retaining health benefits.

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

38.5 Parental Leave. Parental leave is defined as: up to four months of leave taken after the birth of a child to the employee, spouse or domestic partner, or because of the placement of a child with the employee 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.

To be paid during parental leave the employee' must use accrued vacation leave, sick leave up to eighteen (18) weeks (720 hours), personal holiday, holiday credit or compensatory time, the combination of which may be determined by the employee.

38.6 Schedule During Continuous Leave of Absence (FMLA and Parental Leave).

Employees that are placed on an approved continuous leave of absence, who do not work a Monday through Friday work schedule, will be placed on a Monday through Friday work schedule (pro-rated to their FTE) on their permanent shift- For example a 50% employee would be scheduled four (4) hours per day Monday through Friday.

*Article 38 was updated in December 2019 per this [MOU](#)

Article 39 – Unpaid Holidays for a Reason of Faith or Conscience

Leave without pay will be granted for a reason of faith or conscience for up to two (2) workdays per calendar year as provided below.

- a. Leave without pay will be granted for up to two (2) workdays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization. Leave without pay may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by Chapter 82-56 WAC or the employee is necessary to maintain public safety.
- b. The Employer will allow an employee to use compensatory time, personal holiday or vacation leave in lieu of leave without pay. All requests to use compensatory time, personal holiday or vacation leave requests must indicate the leave is being used in lieu of leave without pay for a reason of faith or conscience. An employee's personal holiday must be used in full workday increments.

- c. An employee's seniority date, probationary period or trial service period will not be affected by leave without pay taken for a reason of faith or conscience.
- d. Employees will only be required to identify that the request for leave is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

Article 40 – Leave Due to Family Care Emergencies

- A. There are two types of family care emergencies:
 - a. A child care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency child care requirements such as unexpected absence of regular care provider, unexpected closure of the child's school, or unexpected need to pick up child at school earlier than normal.
 - b. An elder care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency elder care requirements such as the unexpected absence of a regular care provider or unexpected closure of an assisted living facility.
- B. An employee who is unable to report for or remain at work due to a child family care emergency may use compensatory time, vacation leave, sick leave, personal holiday, or leave without pay up to a maximum of three (3) days per calendar year, and their personal holiday. Use of any of the above leave categories is dependent upon the employee's eligibility to use such leave. The employee upon returning from such leave shall designate to which leave category the absence will be charged.
- C. Accrued sick leave 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.

Article 41 – Civil/Jury Duty Leave and Bereavement Leave

For the purposes of this Article, paid leave will be the salary the employee receives in their appointed position plus any additional monies (including, but not limited to shift differential and assignment pay) and benefits.

41.1 Civil Duty. Leave with pay will be granted for jury duty. Leave with pay will also be granted to serve as trial witnesses, or to exercise other subpoenaed civil duties such as testifying at depositions related to their University employment. The employee will notify the Employer as soon as they become aware of the need for a civil duty leave.

Employees assigned to work evening shift, who are scheduled to work the evening of civil duty shall be considered to be scheduled for the day shift for that day.

Employees assigned to work the night shift who are scheduled to work the day before and the day of civil duty leave will be allowed to have their civil duty leave the day before or the day of civil duty service.

41.2 Bereavement Leave. An employee shall be granted up to three (3) continuous or non-continuous days of bereavement leave, as requested by the employee, for each death of a family member. Bereavement leave beyond three (3) days may be approved based on individual circumstances, such as relationship of the employee to the deceased family member, employee responsibility for making funeral arrangements, religious reasons and/or distance of travel out of the area. Upon the Employer's approval, the employee may choose to use the following types of leave for beyond the three (3) days: sick, vacation, holiday credit, compensatory time, personal holiday or leave without pay.

Family Member is defined in Article 15 Sick Leave.

Article 42 – 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.

For purposes of this section, "family member" includes an employee's child, spouse, parent, parent-in-law, grandparent, domestic partner or a person who the employee is dating. The employee must provide advance notice of the need for such leave, whenever possible and may be required to provide verification of need and familial relationship (e.g. a birth certificate, police report).

An employee may elect to use any combination of her/his/their accrued leave or unpaid leave. HMC shall maintain health insurance coverage for the duration of the leave.

The Employer shall maintain the confidentiality of all information provided by the employee including the fact that the employee is a victim of domestic violence, sexual assault or stalking, and that the employee has requested leave.

Article 43 – Military Leave

43.1 Military Leave will be approved in accordance with University of Washington Administrative Policy Statement 45.4, which is subordinate to the Uniformed Services Employment and Reemployment Rights Act, RCW 38.40, and RCW 49.77. Employees who are

called to active duty in any of the uniformed services or their reserves shall receive 21 work days of paid military leave annually from October 1 through September 30. Such paid military leave shall be in addition to any compensatory time, holiday credit, vacation or sick leave to which the employee might be otherwise entitled, and shall not involve the reduction of any benefits, performance rating, privileges or base pay. During the period of paid military leave, the employee shall receive their normal pay. If the employee is scheduled to work a shift that begins on one calendar day and ends on the next calendar day, the employee is charged military leave only for the first calendar day.

43.2 Employees required to appear during working hours for a physical examination to determine physical fitness for military service shall receive full pay for the time required to complete the examination.

43.3 Employees who are called to active duty in one of the uniformed services of the United States or the State of Washington shall be granted a military leave of absence without pay for absence from work for up to 5 years in addition to any time covered by the provisions of Section 36.1. During an unpaid military leave of absence, an employee is entitled to receive:

- a. retirement benefits and service credit in accord with the provisions of the applicable retirement system;
- b. paid medical and dental insurance if in pay status at least 8 hours per month. Other health plan coverage at the employee's request and expense for a limited period of time as determined by the Health Care Authority;
- c. other length-of-service credits related to employment that would have been granted had the employee not been absent; provided that the employee returns to University service at the conclusion of the leave in accord with applicable Federal and State laws related to military leave; and
- d. any additional benefit required by then-applicable state or federal law.

43.4 The employee should follow the military leave of absence request process. Unless prohibited by military necessity, the University shall be provided with a copy of an employee's orders at the time the employee requests military leave. Such request shall be made as soon as reasonably practical after the employee learns of the need for such leave.

43.5 Following release from military service, an employee shall have the right to return to their employment as provided by then-applicable state and federal law. The employee will provide a copy of employee's discharge papers and any other documentation permitted or required by military-leave laws to their supervisor and to Human Resources.

43.6 Employees who are spouses of members of the armed forces will be released for the provisions of the Military Family Leave Act RCW 49.77 when the service member has been notified of an impending call or order to active duty or when on leave from deployment.

Article 44 – Nonpermanent and Intermittent Employees

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

44.1. Definition. A Nonpermanent position can be created when any of the following conditions are met:

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

44.2 Types of Nonpermanent Positions:

1. Nonpermanent Hourly
2. Nonpermanent Fixed Duration

44.3 Nonpermanent Hourly and Nonpermanent Fixed Duration Appointments:

- A. The initial duration of a Nonpermanent Hourly and Nonpermanent Fixed Duration appointment cannot exceed twelve (12) months from the hire date but may be extended to no more than twenty-four (24) months if the conditions in 44.1 A-E still exist. Individuals may receive consecutive Nonpermanent Fixed Duration or Hourly appointments as long as:
 1. Any subsequent appointment is to a different position; or
 2. The multiple positions are cyclical in nature but last fewer than nine (9) months during any consecutive twelve (12) month period.
- B. Conclusion of the appointment will be at the discretion of the University, including termination of appointment prior to its originally intended expiration date, and will not be subject to Articles 26 (Grievance Procedure) and Article 21 (Seniority, Layoff, Rehire) of the contract.
- C. If the employee is not a permanent state employee, the employer must give one work days' notice prior to conclusion of the appointment. A Nonpermanent appointment may be terminated immediately with pay in lieu of the one work day of notice required for Nonpermanent Employees.

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

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

44.5 Hours of Work and Overtime.

- A. Hours of work for Nonpermanent and Intermittent Employees shall be established by the employing official. Work assigned in excess of forty (40) hours in a seven (7) day work week constitutes overtime. Overtime hours will be compensated at a rate of one-and-one-half (1-1/2) times the employee's regular rate. Time paid for but not worked shall not count towards the calculation of overtime.
- B. Employment Information. A written form will be used to specify initial conditions of hiring (including rate of pay, unit and shift). Upon request to their immediate supervisor, employees will be given written confirmation of a change in status or separation in accordance with University of Washington policy.
- C. Minimum Work Availability. The minimum work availability for employees in intermittent and nonpermanent hourly positions is four (4) shifts per four (4) week period. If an employee withdraws availability, the shift does not count towards the minimum requirement. All employees, once scheduled, are expected to honor the commitment, with the exception of illness or serious emergency.
- D. Notification of cancelled shift. Failure to notify or attempt to notify an intermittent or nonpermanent hourly employee of cancellation of a shift at least two (2) hours prior to the scheduled start time will result in the employee being provided the opportunity to be assigned to a unit for a minimum of two (2) hours.
- E. Hours Review. If the Union believes there is an employee in an intermittent or nonpermanent hourly position who been working regular full or part-time hours for a period of over twelve (12) months, may request to have their hours reviewed by the Employer.

44.6 Probationary Period Upon Movement from Nonpermanent or Intermittent to Regular.

- A. A Nonpermanent or Intermittent Employee hired into a regular bargaining unit position is required to serve a probationary period.
- B. A Nonpermanent or Intermittent Employee who is hired into a regular position in the same job classification in the same unit without a break in service through open recruitment will have their Nonpermanent or Intermittent hours of service apply toward their probationary period for that position up to a maximum of three (3) months of the six (6) month probationary period.

C. The Employer may convert a Nonpermanent or Intermittent position into a permanent position if the Employer used a competitive process to fill the Nonpermanent or Intermittent position or if the Nonpermanent or Intermittent position was filled using a veteran placement program. In such circumstances the employee will serve a probationary or trial service period, whichever is applicable.

44.7 Compensation.

A. The rate of pay for employees under this Article must be placed on a salary step within the range for the classified title that best fits the work.

B. The progression start date shall be established as follows:

1. The first of the current month for actions occurring between the first and the fifteenth of the month; or,
2. The first of the following month for actions occurring between the sixteenth and the end of the month.

C. **Annual Salary Adjustment.** Annual salary adjustments up to the top automatic step will be administered the same as regular positions in the same classification.

44.8 PREMIUMS

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

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

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

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

B. Certification. Intermittent, nonpermanent fixed duration, and nonpermanent hourly nurses certified in a specialty area by a national organization and working in that area of

certification shall be paid a premium provided the particular certification has been approved by the Associate Administrator for Patient Care, or designee, and further provided that the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. A certified nurse is eligible for only one certification premium regardless of other certifications the nurse may have. Certified nurses will notify their respective Director/Manager in writing at the time certification is received, providing a copy of the original certification document. Certification pay will be effective the first full pay period after the date documentation is received by the Director/Manager.

C. PREMIUMS

Certification \$1.00

Charge \$2.25

BSN \$0.50

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

44.10 Sick Time Off

- A. Employees in Nonpermanent Fixed Duration positions will accrue sick time off per Article 15 Sick Leave.
- B. Employees in Nonpermanent Hourly and Intermittent positions will earn a monthly sick time off accrual proportionate to the number of hours in pay status (excluding overtime hours) in the month to that required for full-time (1.0 FTE) employment. Sick time off accruals cannot exceed eight (8) hours in a month.

44.11 Vacation Time Off

- A. Employees in Nonpermanent Fixed Duration positions will accrue and use vacation time off per Article 11 Vacation Schedule.
- B. Employees in Nonpermanent Hourly and Intermittent positions will earn a monthly vacation time off accrual proportionate to the number of hours in pay status (excluding overtime hours) in the month to that required for full-time (1.0 FTE) employment.
- C. Employees in Intermittent positions will receive vacation time off accrual rate increases in accordance with the accrual schedule in Article 11 Vacation Schedule.
- D. Employees in Nonpermanent and Intermittent positions are subject to the maximum vacation time off accrual rules as outlined in RCW 43.01.044 for classified employment.

44.12 Holidays and Holiday Credit

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

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

44.14 Personal Holiday

- A. Employees in Nonpermanent Fixed Duration positions will receive a personal holiday per Article 13.3 Personal Holiday.
- B. Employees in Nonpermanent Hourly and Intermittent positions earn a personal holiday at a rate proportionate to the number of hours in pay status (excluding overtime hours) in the same month when the personal holiday is scheduled to that required for full-time (1.0 FTE) employment, excluding all holiday hours. The value of the Personal Holiday cannot exceed eight (8) hours.

44.15 Miscellaneous Leave. If eligible, the Employer will continue to provide Family and Medical Leave, Domestic Violence Leave, Civil Duty Leave (as unpaid release time), Leave Without Pay for Reason of Faith or Conscience, and paid Military Leave in accordance with University Policy, Article 32, 39, 41, 42, and 43.

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

1. Registered Nurses and Physician Assistant-Advanced Registered Nurse Practitioners who are not available to work for two (2) consecutive four (4)-week schedule periods and those who have not informed their immediate supervisor of extended non-availability may have their hourly appointment terminated. Registered Nurses and Physician Assistant-Advanced Registered Nurse Practitioners who have not worked for six (6) consecutive

- months will automatically have their hourly appointment terminated and must reapply to be considered for hourly status.
2. Assignment of hours or continuation of employment is at the discretion of the Employer. Upon request by the employee, a meeting to explain such action shall be held with a representative of the Employer.
 3. Registered Nurses and Physician Assistant-Advanced Registered Nurse Practitioners out of compliance with the above minimums may have their hourly appointment terminated. Notwithstanding the above, if a Hall Health Hourly Registered Nurses and Physician Assistant-Advanced Registered Nurse Practitioners fails to provide dates to be scheduled as required by the applicable agreement, or to any lesser extent required by their unit, they shall be subject to a written warning. If they thereafter fail to provide dates on a second occasion within a rolling year, their appointment may be ended. Appointments may also end due to a lack of work.
 4. Except as provided below, Hall Health Intermittent Registered Nurses and Physician Assistant-Advanced Registered Nurse Practitioners who work a cumulative 1,872 non-overtime hours or more from their date of hire in continuous employment shall not be terminated except for just cause. The parties agree to adhere to the grievance process as outlined in Article 26 Grievance Procedure. If an employee is not meeting performance expectations, they will be given an action plan outlining the identified issues. The parties agree to start at Step Two for terminations.

44.17 OTHER PROVISIONS. The Following Articles in this Agreement apply to Represented Hourly Registered Nurses and Physician Assistant-Advanced Registered Nurse Practitioners:

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

Article 12 Employment Practices

- 2 – Personnel File (except section A)
- 3 – Liability Insurance
- 5 – Employee Assistance (if PEBB eligible only)
- 8 – Staff Meetings
- 9 – Delegation of Nursing Care
- 10 – Payroll Errors

Payscale Tables

- [Payscale Table B9](#)
- [Payscale Table B2](#)
- [Payscale Table BW](#)

Memoranda of Understanding

MOU: Article 11 Vacation Schedule

During negotiations for the 2021-2023 re-opener bargaining, the parties agreed to the following regarding Article 11 Vacation Schedule.

On October 1, 2022, Article 11.1 of the 2021-2023 collective bargaining agreement will be replaced with the following:

Article 11 – Vacation Schedule

11.1 Vacation Time Off. The current accrual schedule for full-time employees is as follows:

During	Paid Vacation Days
1st year	12
2nd year	13
3rd year	14
4th year	15
5th year	16
6th year	17
7th year	18
8th year	19
9th year	20

During	Paid Vacation Days
10th year	21
11th year	22
12th – 19th years	23
20th – 24th years	24
25th year or more	25

11.2 Vacation Time Off – Use.

- (1) An employee bringing an accrued balance from another state agency may use the previously accrued vacation time off during the institutional probationary or trial service period.
- (2) All requests for vacation time off must be approved by the employing official or designee in advance of the effective date unless used for emergency child care.
- (3) Vacation time off shall be scheduled by the employing department at a time most convenient to the work of the department, the determination of which shall rest with the employing official. As far as possible, absences will be scheduled in accordance with the wishes of the employee in any amount up to the balance of the employee's accrued time off.
- (4) Paid vacation time off may not be used in advance of its accrual.

Scheduling of vacations shall be the responsibility of supervision. However, supervision shall receive input from the local units before making major changes to established department policies on vacation leave.

11.3 Vacation Time Off – Accumulation-Excess.

Vacation time off may be accumulated to a maximum of thirty working days (240 hours). However, there are two methods which allow vacation leave to be accumulated above the maximum:

- (1) If an employee's request for vacation leave is denied by the employing official, then the maximum of thirty (30) working days accrual shall be extended for each month that the leave is deferred provided a statement of necessity justifying the denial is approved by the Personnel Officer.
- (2) As an alternative to subsection (1) of this section, employees may also accumulate vacation leave in excess of thirty days as follows:

- (a) An employee may accumulate the vacation time off days between the time thirty (30) days is accrued and their Time Off Service Date (anniversary date of state employment).
- (b) Such accumulated time off shall be used by the anniversary date and at a time convenient to the employing institution/agency. If such leave is not used prior to the employee's anniversary date, such leave shall be automatically extinguished and considered to have never existed.
- (c) Such leave credit accumulated shall never, regardless of circumstances, be deferred by the employing institution/agency by filing a statement of necessity described in subsection (1) of this section.

11.4 Vacation Time Off – Cash Payment.

Bargaining unit members who have completed six (6) continuous months of employment and who separate from service by resignation, layoff, dismissal, retirement or death are entitled to a lump sum cash payment for all unused vacation time off. In the case of voluntary resignation, an employee may be required to provide fourteen (14) calendar days' notice to qualify for such lump sum cash payment. Vacation time off payable under this section shall be computed and paid as prescribed by the Office of Financial Management. No contributions are to be made to the Department of Retirement Systems for lump sum payment of excess vacation leave accumulated nor shall such payment be reported to the Department of Retirement Systems as compensation.

MOU: Economic Discussion

During negotiations for the 2021-2023 successor agreement, the parties reached agreement on the following regarding wage discussions:

1. Upon Mutual agreement, the parties agree to meet and discuss economic items for the fiscal year beginning July 1, 2022, by September 1, 2021, for submission to the Office of Financial Management by the October 1, 2021 deadline for inclusion in the Governor's supplemental mid-biennium budget. Any proposed increases will be contingent on a determination of financial feasibility by the Office of Financial Management, inclusion in the Governor's budget and being fully funded by the legislature. The employer may elect to bring economic proposals, which may include concessions, to the discussion. The Union may elect to bring proposals for vacation accrual rates.

MOU: Lump Sum Payment

During negotiations for the 2021-2023 successor agreement, the parties reached agreement on the following lump sum upon ratification:

- A. Employees with an active permanent appointment and in pay status on July 1, 2022 shall receive a single one-time lump sum payment of eight hundred and fifty dollars (\$850) to each employee at or above a .60 FTE.
- B. Employees with an active permanent appointment and in pay status on July 1, 2022 shall receive a single one-time lump sum payment of four hundred and twenty five (\$425) to each employee below a .60 FTE.

MOU: Salary Overpayment Recovery

During negotiations for the 2021-2023 successor agreement, the parties agreed to the following regarding Salary Overpayment Recovery.

- A. When an Employer has determined that an employee has been overpaid wages, the Employer may recoup the overpayment. The Employer will provide written notice to the employee that will include the following items:
 - 1. The amount of the overpayment,
 - 2. The basis for the claim,
 - 3. A demand for payment, and
 - 4. The rights of the employee under the terms of this Agreement.

Employees may request a meeting with the Employer and an interpreter to have the overpayment notification explained.

B. Method of Payback

- 1. The employee must choose one (1) of the following options for paying back the overpayment:
 - a. Voluntary wage deduction,
 - b. Cash, or
 - c. Check (separated employee).
 - d. Vacation (if under 240 hours only) or Compensatory time balances
- 2. The employee may propose a payment schedule to repay the overpayment to the Employer. If the employee's proposal is accepted by the Employer, the deductions shall continue until the overpayment is fully recouped. Nothing in the section prevents the Employer and employee from agreeing to a different overpayment amount than specified in the overpayment notice or to a method other than a deduction from wages for repayment of the overpayment amount.
- 3. If the employee fails to choose one (1) of the four (4) options described above, within twenty (20) days of written notice of overpayment, the Employer will deduct the overpayment owed from the employee's wages or the amount due may be placed with a collection agency. This overpayment recovery will not be more than five percent (5%) of the employee's disposable earnings in a pay period. Disposable

earnings will be calculated in accordance with the Attorney General of Washington's guidelines for Wage Assignments.

4. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.

C. Neither A nor B above are required for employee reported overpayments and/or employee corrected time including leave submittal corrections. All employee initiated overpayment corrections may be collected from the next available pay check.

D. Appeal Rights: Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 26 of this Agreement. The Employer will suspend attempts to collect an alleged overpayment until the grievance process has concluded.

This MOU expires on June 30, 2023.

MOU: Temp Hourly RNs

The parties reached agreement on the following to be implemented on the next available pay period as determined by the Employer:

1. Kelly Delahunty (EID 821001894) will be paid the equivalent of Step J on pay scale table B2 which is currently \$4.2/hour.
2. Marcy Brighton (EID 873003788) will be paid the equivalent of Step J on pay scale table B2 which is currently \$4.2/hour.

This agreement will expire upon implementation.

MOU: Tracking Discrimination and Bias

July 1, 2021

During negotiations for the 2021-2023 successor agreement, recognizing the University's long stated goals of diversity and inclusion, the parties agree to the following:

1. Annually the Employer will email all bargaining unit employees information regarding the availability and purpose of the University's bias incident reporting tool as an avenue to report incidents of suspected bias.
2. On an annual basis, the following groups will prepare an assessment report which will at a minimum include information quantifying reports of discrimination, harassment, and retaliation. An electronic copy of each report will be made available to the Union.
 - i. UCIRO
 - ii. Safe Campus
 - iii. Title IX Investigation Office
 - iv. UW Human Resources Campus Operations Investigations

v. UW Medical Centers Human Resources Operations Investigations

3. This MOU will expire on June 30, 2023.

MOU: Intermittent, Nonpermanent, and Represented Temporary employees

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

A. Transition of employees:

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

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

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

MOU: Unit Clarification Intermittent and nonpermanent employees

1. Within 30 days the parties will jointly petition PERC to clarify the Research/Hall Health bargaining unit to include employees working in the following intermittent and nonpermanent positions.
 - A. Physician Assistant-Advanced Registered Nurse Practitioner
 - B. Physician Assistant-Advanced Registered Nurse Practitioner Lead
 - C. Registered Nurse 1- Research
 - D. Registered Nurse 2- Research
 - E. Registered Nurse 2
 - F. Registered Nurse 3

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

Side Letters

Side Letter A – Diversity and Inclusion

July 1, 2019

- A. The parties acknowledge that the University's Diversity Blueprint for 2017-2021 articulates the tri-campus community's aspirations for becoming an inclusive and equitable environment. On an annual basis, the Office of Minority Affairs and Diversity (OMA&D) will prepare an assessment report on University-wide diversity metrics for the Board of Regent's Diversity, Equity, and Inclusion subcommittee. An electronic copy of the report will be made available to the Union.
- B. As part of the University's Strategic Leadership Program (SLP), the Employer shall provide all managers and supervisors of bargaining unit employees information regarding the University's existing Staff Diversity Hiring Toolkit. Additionally, the Employer will include a content module on implicit bias and diversity in the hiring process during the SLP workshop for managers and supervisors with at least one direct report. The Employer shall distribute an electronic copy of the Toolkit annually to all managers and supervisors of bargaining unit employees.
- C. On an annual basis, the Employer will provide the Unions with a list of trainings and courses offered to staff the year prior centered on aspects of diversity, equity, and inclusion. The list will include a headcount for each offering, indicating the number of participants registered, by department.

- D. WFSE 1488, WFSE 3488, SEIU 1199NW, and SEIU 925 will each select one member to be appointed to the University of Washington Diversity Council.
- E. On an annual basis, the Employer will provide the Unions with a report on employee participation levels in Facilities relative to cultural responsiveness or cultural competency training, and manager training in implicit bias, equity, cultural responsiveness, and hiring best practices. The progress report would include an update on Facilities' efforts to include under-represented minority members and/or women in hiring committees or interview panels.
- F. The Employer will create a position in UW Human Resources Recruitment dedicated to designing, developing, and implementing innovative outreach programs using diversity and inclusion best practices in support of UW's strategic initiatives.

Side Letter B – Hall Health Preceptor Program

July 1, 2019

Within one hundred twenty (120) days after ratification of the 2019-2021 agreement, the parties will meet at an Ad Hoc JLM to discuss and expand the current preceptor program. The Union will provide a detailed list and justification for specific tasks that they believe should be eligible for the preceptor premium at least fourteen (14) days prior to the JLM. The Employer will come to the JLM prepared to discuss and respond to the Union's list. Paid release time will be provided in accordance with Article 16 Committees. The Ad Hoc JLM will meet at least twice and additional meetings may be added with mutual agreement.

The Union agrees to withdraw any outstanding grievances related to precepting.

Side Letter C – U-PASS

July 1, 2019

The parties agree to the following regarding U-PASS:

Effective July 1, 2019, permanent employees in the bargaining unit will not be charged a fee for a U-PASS.

This Side Letter expires on June 30, 2023.

Side Letter E – PFML Communication

The parties have agreed to amend the 2021 – 2023 CBA as follows:

SIDE LETTER E

Annually, the Employer and the Union shall, jointly email all bargaining unit employees information from the UW Benefits website regarding PFML Supplemental Benefits.

This Side Letter expires June 30, 2022.
