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

6.3 Per-Diem/Hourly Employees. Per-Diem/hourly employees are temporary University employees not covered under the provisions or the terms of this labor agreement. Per-Diem/hourly employees may be used for the purpose of providing coverage during periods when regular staff are on leaves such as vacation, sick, education, parental, retention, union and all other leaves covered by the contract. Per-Diem/hourly employees may also be used to provide coverage for recruitment of vacancies, orientation periods and fluctuation in census.

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

6.5 Probationary Period/Trial Service Period.

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

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

Trial Service Period.

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

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

6.6 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.

6.7 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.

6.8 Certification

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

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

Tentatively Agreed To:

For the Union: ______________________  ______________________
Date: 6/3/2022

For the Employer: ______________________  ______________________
Date: 6/1/2022
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. When an employee is in leave without pay status for more than eighty (80) hours in a month (pro-rated for their FTE) their increment date
14.6 Whereas it benefits the University to have Union delegates who understand the contract and are trained in administration of the contract, each of the Union’s delegates shall be allowed up to a total of eight (8) paid release time hours annually to participate in the Union’s delegate training program. Said time off shall be approved in advance by the employee’s supervisor and shall be contingent upon the ability to provide coverage during the time off.

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

14.7 Information Requests

A. Upon written request of the staff representative or steward to the Office of Labor Relations (laborrel@uw.edu), the Employer will provide information necessary for conducting representational duties.

B. The Employer will acknowledge receipt of the information request and if possible will provide the information to the union by the date requested. If the Employer requires additional time, the Employer will notify the Union and provide a date by which the information is anticipated.

C. When the Union submits a request for information that the Employer believes is unclear, unreasonable, or not relevant, the Employer will contact the Union staff representative and the parties will discuss the relevance and necessity of the request. The costs associated with the request and the amount the Union may pay for receipt of the information may also be discussed.

Tentatively Agreed To:

For the Union: ____________________________

Date: 6/3/2022

For the Employer: ____________________________

Date: 6/1/2022

For the Union: ____________________________

Date: 6/2/2022
ARTICLE 15 – SICK LEAVE

15.1 Sick Leave - Accrual.

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

15.2 Sick Leave - Use.

(1) Sick leave shall be allowed an employee under the following conditions. The Employer will not require verification for absences of three (3) consecutive work days or less. Such verification or proof may be given to the supervisor/manager or Human Resources according to departmental policy.

(a) Because of and during illness, disability or injury which has incapacitated the employee from performing required duties

(b) By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.

(c) Because of a health condition of a family member that requires treatment or supervision or that requires the presence of the employee to make arrangements for extended care. The Employer may authorize sick leave use as provided in this subsection for other than family members. The applicability of "emergency," "necessary care" and "extended care" shall be made by the Employer.

(d) To provide emergency child care for the employee's child. Such use of sick leave is limited to twenty-four (24) hours (pro-rated for part-time) in any calendar year, unless extended by the Employer, and shall be used only as specified in Article 14.11.

(e) Because of a family member's death that requires the assistance of the employee in making arrangements for interment of the deceased.

(f) For personal medical, dental, or optical appointments or for family members' appointments when the presence of the employee is required, if arranged in advance with the employing official or designee.

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

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

Tentatively Agreed To:

For the Union:  
__________________________  
Date: 6/3/2022

For the Employer:  
__________________________  
Date: 6/1/2022

For the Union:  

Date: 6/2/2022
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 per diem/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 meet 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
c. 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 per diem intermittent work. Acceptance of such work will not affect an employee’s 
recall rights. Preference shall be handled in accordance with the following:

(a) The employee must specifically request the work in advance and must follow all 
University of Washington policies and procedures regarding hourly work.
(b) 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.

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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) their increment date will be adjusted by one (1) month and they will not accrue sick leave or vacation leave 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.
Tentatively Agreed To:
For the Union:  

For the Employer:

Date: 6/3/2022

Date: 6/1/2022

For the Union:

Date: 6/2/2022
ARTICLE XX – 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 Burse 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.

XX.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.

XX.2 Types of Nonpermanent Positions:

A. Nonpermanent Hourly
B. Nonpermanent Fixed Duration

XX.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 XX.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 XX (Grievance Procedure) and Article XX (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.

XX.4 Intermittent Positions

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

XX.4 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.
XX.5 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.

XX.6 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.

XX.X 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**

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**XX.X 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.

**XX.X Sick Time Off**

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

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.

**XX.X Vacation Time Off**

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

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 XX Vacation Time Off.

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.

XX.X Holidays and Holiday Credit

A. Employees in Nonpermanent Fixed Duration positions will be paid for holidays and receive holiday credit per Article XX Holidays.

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.

C. 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 XX Holidays.

XX.X 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.

XX.X Personal Holiday

A. Employees in Nonpermanent Fixed Duration positions will receive a personal holiday per Article XX 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.

XX.X 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 13, and Article 15.

XX.X 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.

A. 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.

B. 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.

C. 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.

D. 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 6 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.

XX.X 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

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

Tentatively Agreed To:

For the Union: ____________________________________  

Date: 6/3/2022

For the Employer:______________________________________

Date: 6/1/2022

For the Union:________________________________________

Date: 6/2/2022
MEMORANDUM OF UNDERSTANDING

By and Between

Service Employees International Union 1199NW

And

University of Washington

MOU: INTERMITTENT, NONPERMANENT, AND REPRESENTED TEMPORARY EMPLOYEES

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

A. Transition of employees:

(1) On August 1, 2022, the Employer will move all existing Represented Temporary employees to new Intermittent, Nonpermanent Fixed Duration, or Nonpermanent Hourly positions.

(2) All employees placed in the new appointment types will be placed on a step within the range for the classified title that is closest too but not less than their current rate of pay.

(3) Except as described in Section 4 below, the employee’s company service date, progression start date, position entry date and time off service date will be set as August 1, 2022. Where applicable, there will be no change to the employee’s end date.

(4) For employees who are in a per diem Nurse or ARNP appointment at the time of transition, the progression start date will be based on the number of hours worked since hire or their last step increase as follows:

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

Tentatively Agreed To:

For the Union:       For the Employer:

[Signature: Jane Hopkins]       [Signature: Banks Evans]

Date: 6/3/2022

Date: 6/1/2022

For the Union:

[Signature: Justin Newinger]

Date: 6/2/2022
MEMORANDUM OF UNDERSTANDING

By and Between

Service Employees International Union 1199NW

And

University of Washington

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.
Tentatively Agreed To:

For the Union:  

For the Employer:

Date: 6/3/2022  

Date: 6/1/2022

For the Union:

Date: 6/2/2022
ADDENDUM – HALL HEALTH TEMPORARY NURSES

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

- Job Classes: Hall Health/Research Bargaining Unit:
  - (XXXXX) Registered Nurse 2 (Hourly)
  - (XXXXX) Registered Nurse 3 (Hourly)

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

XX.3 HOURS OF WORK AND OVERTIME

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

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

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

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

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

A. Charge Nurse. A hourly 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.
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 a hourly nurse. Nurses regularly
assigned to a specific unit and who are qualified to act in charge will be placed in charge
before a 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. 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. Training. Hourly Registered Nurses are required to schedule and participate in annual
skills validation and selected other education as pertinent to the classification and clinical
area. Required class time will be compensated at the appropriate rate of pay. Hourly
Registered Nurses may attend in house education offered by the employer without cost
when it is also without cost for classified staff.

D. PREMIUMS

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XX.5 ENDING EMPLOYMENT. Hourly Nurses 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.
A. Nurses 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. Nurses 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.

B. 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.

C. Nurses out of compliance with the above minimums may have their hourly appointment
terminated. Notwithstanding the above, if a Hall Health Hourly nurse 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.

D. Except as provided below, Hall Health hourly nurses who are employed as of November
1, 2020 shall not be terminated except for just cause. Newly hired Hall Health hourly
nurses who are employed on January 1, 2021 or later 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 6 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.

XX.6 SICK TIME OFF.

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

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

C. Accrued sick time off may be used
1) in accordance with Article 15.2 and 15.3;
2) for the suspension of operations when the employee’s workplace has been
closed by a public health official for any health related reason; and
3) when the employee’s child’s school or day care has been closed by a public
health official for any health related reason.

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

E. Paid sick time off will not count as work hours for the purpose of calculating overtime.
37.8 OTHER PROVISIONS. The Following Articles in this Agreement apply to Represented Hourly Registered Nurses:

- 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  Health and Safety
- Article 31  Subordination of Agreement and Saving Clause
- Article 33  Duration of Agreement
- Article 12  Employment Practices
  - 12.2 – Personnel File (except section A)
  - 12.3 – Liability Insurance
  - 12.5 – Employee Assistance (if PEBB eligible only)
  - 12.8 – Staff Meetings
  - 12.9 – Delegation of Nursing Care
  - 12.10 – Payroll Errors

Tentatively Agreed To:

For the Union:  
For the Employer:

_________________________________________________________  
_________________________________________________________

Date: 6/3/2022  
Date: 6/1/2022

For the Union:  
For the Employer:

_________________________________________________________  
_________________________________________________________

Date: 6/2/2022