

**University of Washington – SEIU 1199NW Research/Hall Health Bargaining Unit**

**07/01/23 – 06/30/25 Collective Bargaining Agreement Summary**

*This summary is provided by the Employer in accordance with RCW 43.88.583. Please note that this is a summary only, and is not intended to be a substitute for reviewing the complete contract. This summary was drafted upon ratification, so please consult the main PDF contract on the LR website for the most up to date contract version.*

<b>Information Requested</b>	<b>Responsive Information</b>
The term of the agreement	July 1, 2023 – June 30, 2025
The bargaining units covered by the agreement by state agency	Research/Hall Health Bargaining Unit
Base compensation	<u>Article 9 – Wages and Other Pay Provisions</u> <u>Article 34 – Salary and Premiums</u> <u>Payscale Table B2</u> <u>Payscale Table B9</u> <u>Payscale Table BW</u>
Provisions for and rate of overtime pay	<u>Article 7.3 – Overtime</u>
Provisions for and rate of compensatory time	<u>Article 7.3 – Overtime</u>
Provisions for and rate of any other compensation including, but not limited to, shift premium pay, on-call pay, stand-by pay, assignment pay, special pay, or employer-provided housing or meals	<u>Article 9 – Wages and Other Pay Provisions</u> <u>Article 34 – Salary and Premiums</u>
Provisions for and rate of pay for each paid leave provision	<u>Article 8 – Educational and Professional Development</u> <u>Article 9 – Wages and Other Pay Provisions</u> <u>Article 11 – Vacation Schedule</u> <u>Article 13 – Holiday</u> <u>Article 15 – Sick Leave</u>

Information Requested	Responsive Information
	<p><u>Article 23 – Worker’s Compensation Leave</u></p> <p><u>Article 36 – Reasonable Accommodation of Employees with Disabilities</u></p> <p><u>Article 37 – Miscellaneous Leave</u></p> <p><u>Article 38 – Family Medical Leave Act and Parental Leave</u></p> <p><u>Article 39 – Unpaid Holidays for a Reason of Faith or Conscience</u></p> <p><u>Article 40 – Leave Due to Family Care Emergencies</u></p> <p><u>Article 41 – Civil/Jury Duty Leave and Bereavement Leave</u></p> <p><u>Article 42 – Leave Related to Domestic Violence, Sexual Assault or Stalking</u></p> <p><u>Article 43 – Military Leave</u></p>
Provisions for and rate of pay for any cash out provisions for compensatory time or paid leave	<p><u>Article 11.4 – Vacation Leave Cash Payment</u></p> <p><u>Article 13.2(B) – Holiday Credit Cash Out</u></p> <p><u>Article 15.4(1)(b) – Sick Leave Compensation for</u></p>
Temporary layoff provision	N/A
Any impasse procedure subject to bargaining	N/A
Health care benefits provisions expressed as a percentage of cost or as a dollar amount, or in the case of contributions to a third-party benefit fund, the hourly contribution rate to the fund	<u>Article 28 – Health Insurance and Pension</u>

Information Requested	Responsive Information
Any retirement benefit subject to bargaining, or in the case of contributions to a third-party benefit fund, the hourly contribution rate to the fund	N/A
For compensation or fringe benefits with an anticipated cost of fifty thousand dollars or more, a brief description of each component and its cost that comprises the amount funded by the legislature to implement in accordance with RCW 41.80.010(3)	<p><b>Attachment A</b> includes costing information for incremental cost of the collective bargaining agreement. No new financial provisions were agreed to.</p> <p><b>Flexible Spending Arrangement:</b> As agreed upon during the State Coalition Healthcare bargaining, in September 2022, the Employer will make available two hundred fifty dollars in a medical flexible spending arrangement (FSA) account for each bargaining unit member with an annual full-time base salary of \$60,000 or less on November 1 of the year prior to the FSA funds disbursement.</p> <p><b>U-PASS:</b> A fully subsidized U-PASS will be provided to all eligible bargaining unit employees.</p>
Number of bargaining unit members covered by the agreement (as of ratification)	Approximately 24
Content of any agency-specific supplemental agreements affecting (a) through (m) of this subsection	N/A
Any contract provisions that allow the contract to be reopened during the contract term	N/A

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**PREAMBLE**

Only the language of the following articles applies to the Research/Hall Health Bargaining Unit in SEIU Healthcare 1199NW, hereinafter referred to as the "Union," and shall constitute the whole agreement between the Union and the University of Washington, hereinafter referred to as the "Employer," regarding these employees.

Tentatively Agreed To:	
For the Union:	For the Employer:
<p>DocuSigned by: 9/30/2022</p> <p><i>Justin Novinger</i></p> <p>08A6CB801091432...</p>	<p>DocuSigned by: 9/30/2022</p> <p><i>Gene M...</i></p> <p>2CCDC2DC5F4741A...</p>

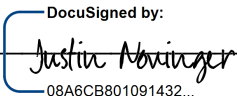
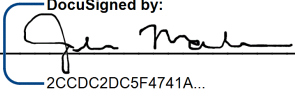
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**ARTICLE 1 – PURPOSE**

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.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by:  08A6CB801091432... 9/30/2022</p>	<p>For the Employer:</p> <p>DocuSigned by:  2CCDC2DC5F4741A... 9/30/2022</p>
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**ARTICLE 2 – NONDISCRIMINATION**

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2.1 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.

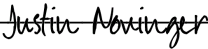
In accordance with Executive Order 31, retaliation against any individual who reports concerns regarding discrimination or harassment, or who cooperates with or participates in any investigation of allegations of discrimination, harassment, or retaliation is prohibited.

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

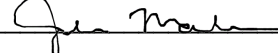
2.5 When a grievance or complaint is filed, the University will implement interim measures as appropriate.

Tentatively Agreed To:

For the Union:

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For the Employer:

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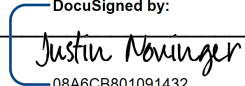
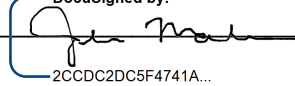
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**ARTICLE 3 – AFFIRMATIVE ACTION**

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.

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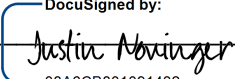
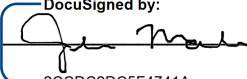


**ARTICLE 4 – RECOGNITION/EMPLOYER**

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- 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.

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**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.

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

- 1 Home Address
- 2 Home phone
- 3 Cell phone
- 4 Work phone
- 5 Work location (building)
- 6 Work location (address)
- 7 Work station or office (suite and/or number)
- 8 Employee ID number
- 9 Personal Email
- 10 UW email
- 11 UW mailbox
- 12 Employment status
- 13 Employment status effective date
- 14 Job classification
- 15 Department
- 16 Pay grade
- 17 Pay step
- 18 Pay rate salary
- 19 Hourly rate
- 20 Supervisor
- 21 Supervisor email
- 22 Race
- 23 Gender
- 24 DOB
- 25 Date of hire
- 26 Job title
- 27 Job class code
- 28 Shift
- 29 Deduction amount dues
- 30 Deduction amount cope
- 31 Total wages for the pay period
- 32 Total base pay for pay period
- 33 Total overtime pay for pay period
- 34 Total overtime hours per pay period
- 35 Total hours worked in the pay period
- 36 Days in the pay period
- 37 Total hours for each class/type of differential and or/ premium pay for the pay period
- 38 Total wages for each class/type of differential and or/ premium pay for the pay period
- 39 Total wages year to date.
- 40 Pension plan enrollment (which plan)
- 41 Position number
- 42 Medical plan enrollment (which plan)
- 43 Bargaining Unit
- 44 Total FTE
- 45 Anniversary date (step date)
- 46 Employment status (regular fulltime, regular part time, hourly, fixed duration part time, fixed duration full time)
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1       **B. All appointment list**

- 2 Appointment budget number(s)
- 3 Beginning date
- 4 End date
- 5 Department and /or hiring unit
- 6 College/Org name
- 7 Job Classification
- 8 Job Classification Code
- 9 Full time salary or hourly rate
- 10 Appointment/FTE Percentage
- 11 Appointment status
- 12 Appointment term
- 13 Distribution line information.
- 14 Position number
- 15 Earnings in last pay cycle
- 16 Hours worked in last pay cycle
- 17 FTE in last pay cycle

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19       **C. Change Report**

- 20 Name,
- 21 Job classification,
- 22 Job classification code,
- 23 Department,
- 24 Employee id,
- 25 Original hire date,
- 26 Status change date,
- 27 Termination/separation date if any,
- 28 Reason for status change, nature of status change,
- 29 Reason for termination/separation
- 30 LOA effective date,
- 31 Nature of LOA
- 32 New hire date
- 33 New Hire

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35       **D. Vacancy Report**

- 36 Position Number,
- 37 Job Classification
- 38 Date of vacancy
- 39 Elimination date of vacancy
- 40 Reason for elimination (filled, deleted, transferred to a different classification/status)

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- 42 5.5 Contract Distribution. The Employer will provide all current and new employees with a link
- 43 to the new Agreement. Each department or unit will maintain a paper copy of the contract
- 44 accessible to all employees.

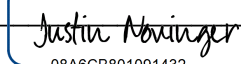
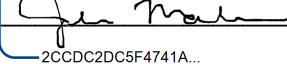
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1 5.6 Union Membership. Employees covered by this Agreement may become members of the  
2 Union. You can learn more about union membership at [www.seiu1199nw.org](http://www.seiu1199nw.org) or from a  
3 Union organizer or delegate.  
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5 5.7 Voluntary Political Action Fund Deduction. During the term of this Agreement, the Employer  
6 shall deduct the sum specified from the pay of each member of the Union who voluntarily  
7 executes a political action contribution wage assignment authorization. When filed with the  
8 Employer, the authorization form will be honored in accordance with its terms. The amount  
9 deducted and roster of all employees using payroll deduction for voluntary political action  
10 contributions will be promptly transmitted to the Union by a separate check payable to its  
11 order. Upon issuance and transmission of a check to the Union, the Employer's  
12 responsibility shall cease with respect to such deductions. The Union and each employee  
13 authorizing the assignment of wages for the payment of voluntary political action  
14 contributions hereby undertakes to indemnify and hold the Employer harmless from all  
15 claims, demands, suits or other forms of liability that may arise against the Employer for or  
16 on account of any deduction made from the wages of such employee.  
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18 a. The parties recognize that the Union is obligated under the Federal Election  
19 Campaign Act (FECA) to reimburse UW for its reasonable cost of administering  
20 the COPE check off in the parties' Collective Bargaining Agreement. The  
21 Employer and the Union agree that one-quarter of one percent (.25%) of all  
22 amounts checked off is a reasonable amount to cover the Employer's costs of  
23 administering this check off. Accordingly, the parties agree that the Employer will  
24 retain one-quarter of one percent (.25%) of all amounts deducted pursuant to the  
25 COPE check off provision in the parties' Collective Bargaining Agreement to  
26 reimburse the Employer for its reasonable costs of administering the check off.  
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**ARTICLE 6 – BARGAINING UNIT CLASSES/DEFINITIONS**

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

6.2 Part-Time Employees. An employee who is classified staff and who is 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.

1           iii.    In the event the former position has been filled with a permanent employee, the  
2                   employee will be placed on the rehire list.

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4           iv.    The reversion of employees who are unsuccessful during their trial service period  
5                   is not subject to the grievance procedure in Article 27.

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

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15   6.5   Charge Nurse. A Registered Nurse 2 (staff nurse) who is assigned responsibility for an  
16           organized unit for a period of four (4) or more hours. Charge nurse responsibility shall not  
17           overlap on the same shift. "Organized unit" shall be defined by the Employer. Upon  
18           successful completion of the probationary period, all nurses shall be eligible to apply for  
19           training as charge nurse. If a nurse is not accepted into training, the nurse will receive an  
20           explanation.

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

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

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33   6.6   Preceptor. A Hall Health Registered Nurse 2 or Advanced Registered Nurse Practitioner,  
34           may serve as a preceptor after successfully completing a preceptor workshop or equivalent  
35           documented training and agreeing to and being appointed to be specifically responsible for  
36           planning, organizing, and evaluating the new skill development of one or more RNs, as  
37           appropriate enrolled in a defined orientation program, the parameters of which have been  
38           set forth in writing by the Employer. This may include teaching, clinical supervision, role  
39           modeling, feedback, evaluation (verbal and written) and follow up of the new or transferring  
40           employee.

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

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45           A Hall Health RN 2 or Advanced Registered Nurse Practitioner, substituting for the original  
46           preceptor during a period of absence and who has been designated to carry out the  
47           preceptor's complete responsibility (including following and/or adjusting the plan to meet  
48           learning needs and providing oral and written evaluation input) will receive preceptor pay.  
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1 A preceptor may be assigned to a student when it is determined by the Employer that the  
2 employee has completed the required preceptor training or has agreed to and been  
3 appointed a preceptor. The employee is specifically responsible for planning, organizing,  
4 and evaluating the new skill development of the student as appropriately enrolled in a  
5 defined program, the parameters of which have been set forth in writing by the Employer.  
6 This includes teaching, clinical supervision, role modeling, feedback, evaluation (verbal and  
7 written) and follow up of the student.

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9 Research/Hall Health Bargaining Unit

10 Article 6.7 ~~and 6.8~~ shall not apply to SOM Department of Medicine's Division of AID PA-  
11 ARNPs or Research Registered Nurse 1 and 2 positions in the Research/Hall Health  
12 bargaining unit.

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14 6.7 Certification

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

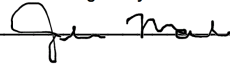
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19 Registered Nurses. Nurses certified in a specialty area by a national organization and  
20 working in that area of certification shall be paid a premium provided the particular  
21 certification has been approved by the Employer and further provided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

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Tentatively Agreed To:

For the Union:

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For the Employer:

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**ARTICLE 7 – HOURS OF WORK AND OVERTIME**

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3 7.1 Work Day. The standard work day for a full time employee shall consist of eight (8) or ten  
4 (10) hours of consecutive work with either a thirty (30) or sixty (60) minute meal period on  
5 the employee’s own time if relieved of his/her duties during this period. Employees required  
6 to remain on duty during their meal period shall be compensated for such time at the  
7 appropriate rate of pay. Employees are expected to make a good faith effort to  
8 communicate with the appropriate person in charge to problem solve so that they can help  
9 facilitate a rest and meal break.

10  
11 Employees in the bargaining unit shall be granted a fifteen (15) minute rest period within  
12 each four hour period in accordance with state law. An employee who does not receive a  
13 rest period will be compensated at the appropriate rate of pay for each missed rest period.

14  
15 Other work schedules may be instituted in the future which would be mutually acceptable to  
16 supervision and the employees concerned. The Employer may implement other work  
17 schedules in accordance with Article 27 Mandatory Subjects.

18  
19 Nothing herein is intended to change the current scheduling practices at Hall Health.

20 7.2 Work Week/Period. A standard work week shall consist of forty (40) hours of work within  
21 seven (7) days, or eighty (80) hours within a fourteen (14) day period as required by the  
22 requirements of the position and the Employer.

23  
24 7.3 Research/Hall Health Bargaining Unit Overtime. Both the Employer and Union concur that  
25 overtime shall be minimized.

26  
27 (a) Research Registered Nurse 1 and 2’s will accrue overtime for hours worked in excess  
28 of eighty (80) hours in the eighty (80) hour work period. The employee is not eligible  
29 for daily overtime or compensatory time at 1.5x accrual rate unless hours worked  
30 exceed 80 hours in an 80 hour work period. Scheduled hours within the eighty (80)  
31 hour work period may be adjusted in accordance with patient and departmental needs.  
32 In case overtime is required by supervision, volunteers will be sought first when  
33 practicable. Overtime work must be approved in advance by the Employer and shall be  
34 paid at the rate of one and one-half times the employee’s straight time hourly rate, or  
35 double time for registered nurses as appropriate.

36  
37 (b) Hall Health Registered Nurses, Advance Registered Nurse Practitioners, and Advanced  
38 Registered Nurse Practitioner Leads. In case overtime is required by supervision,  
39 volunteers will be sought first when practicable. Time worked beyond the regularly  
40 scheduled shift in one day or the standard week in one seven (7) day period as defined  
41 above shall be considered overtime. Overtime will be for hours worked in excess of the  
42 regularly scheduled shift of eight (8) hours of more, per the standard Hall Health shift  
43 described in Article 7.1 of this Addendum. Sick leave paid for will not count toward the  
44 calculation of overtime.

45  
46 Overtime work must be approved in advance by the Employer and shall be paid at the  
47 rate of one and one-half times the employee’s straight time hourly rate. All time which  
48 is compensated at a rate of time and a half (1 ½) the rate of pay will be considered

1 overtime whether or not such compensation is characterized as overtime or premium  
2 pay. There shall be no pyramiding or duplication of overtime pay or premium pay paid  
3 at the rate of time and one-half (1 ½).

4  
5 (c) UW School of Medicine Department of Medicine’s Division of Allergy & Infectious  
6 Disease (AID) Virology Research Clinic (VRC) and AIDS Clinical Trials Unit (ACTU)  
7 PA-ARNPs. Employee will accrue overtime for hours worked in excess of 80 hours in  
8 the 80 hour work period. The employee is not eligible for daily overtime or comp time at  
9 1 ½ accrual rate unless hours worked exceed 80 hours in an 80 hour work period.  
10 Employee may adjust scheduled hours within the 80 hour work period in accordance  
11 with patient and departmental needs.

12  
13 7.4 Work Schedule. For Registered RNs at Hall Health, The Employer shall plan and post a  
14 two (2) to four (4) week schedule at least two (2) weeks prior to the beginning of that four  
15 (4) week schedule. Schedule requests shall be submitted to the Nurse/Department  
16 Manager no later than three (3) weeks before the schedule is posted. Prior to the schedule  
17 being posted, factors such as staff requests, unexpected leaves of absence or terminations  
18 may affect the approval of schedule requests. After the schedule is posted, an individual  
19 employee’s schedule may be changed only by mutual agreement between the supervisor  
20 and employee concerned.

21  
22 Research RNs schedules may vary and are adjusted in accordance with patient and  
23 departmental needs.

24  
25 Advanced Registered Nurse Practitioners and Advanced Registered Nurse Practitioner  
26 Leads work a set and repeating schedule.

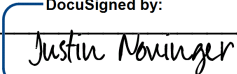
27  
28 UW School of Medicine Department of Medicine’s Division of Allergy & Infectious Disease  
29 (AID) Virology Research Clinic (VRC) and AIDS Clinical Trials Unit (ACTU) PA-ARNPs.  
30 With the mutual consent of SOMAID management and affected employees, schedules in  
31 the clinic may be flexible and vary from the specific provisions of Article 7 in order to meet  
32 the flexible work and scheduling needs of a research clinic.

33  
34 7.5 Rest Between Shifts for Registered Nurses Hall Health.  
35 A good faith effort shall be made to provide an unbroken period of at least twelve (12) hours  
36 off work between scheduled shifts, unless an individual employee request for variation to  
37 this is approved by supervision. Employees regularly scheduled to work eight (8) or nine  
38 (9) hour shifts will qualify for Rest Period Premium Pay if they do not receive an unbroken  
39 rest period of twelve (12) hours between scheduled shifts. In the event an employee is  
40 scheduled without the appropriate rest between shifts as specified above, all time worked  
41 within the unbroken rest period (twelve [12] hours) shall be paid at time and one-half (1-  
42 1/2).

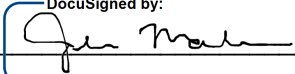
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For the Employer:

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- (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. ARNPs at the Hall Health clinic 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.

School of Medicine Department of Medicine Division of Allergy & Infectious Diseases (AID) PA-ARNPs. Article 8.3 does not apply. As a general guideline, continuing education costs are not allowable on grant funds. Due to the unique and limited nature of grant funding for this clinic, approval for continuing education leave and education funds will be considered on a case by case basis and determined by workload demands and the availability of funds. In support of the University's commitment to continuing professional education and development, allocation of funds to support education will be a priority. At the beginning of each fiscal year, the ARNPs will be given an estimate of available funds based on the current grant and contract activity.

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

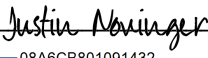
1 full time bargaining unit employee (pro-rated for each individual part time bargaining unit  
2 employee).  
3

4 Research RN1 or 2. Article 8.4 does not apply. The University will continue to provide such  
5 pay for Research Nurses should it be allowable under a grant/contract, as determined on  
6 a case by case basis.  
7

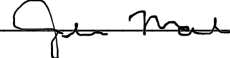
8 School of Medicine Department of Medicine Division of Allergy & Infectious Diseases (AID)  
9 PA-ARNPs. Article 8.4 does not apply. As a general guideline, continuing education costs  
10 are not allowable on grant funds. Due to the unique and limited nature of grant funding for  
11 this clinic, approval for continuing education leave and education funds will be considered  
12 on a case by case basis and determined by workload demands and the availability of funds.  
13 In support of the University's commitment to continuing professional education and  
14 development, allocation of funds to support education will be a priority. At the beginning of  
15 each fiscal year, the ARNPs will be given an estimate of available funds based on the  
16 current grant and contract activity.  
17  
18  
19

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For the Union:

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For the Employer:

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**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.

1 9.4 Nurses meeting the definition of Charge Nurse in Article ~~6.66.5~~ shall receive charge nurse  
2 pay.  
3

4 Research/Hall Health Bargaining Unit RNs. Article 9.4 shall not apply to those employees  
5 in the Research/Hall Health bargaining unit employed in the Research Nurse 1 and/or  
6 Research Nurse 2 position.  
7

8 9.5 Standby Premium. Off-duty standby assignments shall be determined in advance by  
9 supervision. Volunteers will be used for standby assignment when practicable. Standby  
10 premiums for employees placed on standby off the University premises are in this article  
11 listed as Salary Schedules and Premiums.  
12

13 9.6 Call Back – From Standby. Any time actually worked in call back from standby shall be  
14 compensated at the rate of time and one-half (1-1/2) the regular rate of the employee  
15 concerned and shall be paid in addition to any compensation for standby. When called back,  
16 the employee shall receive premium pay for a minimum work period of two and one-half  
17 hours (2-1/2).  
18

19 Call Back – Not From Standby. When an employee has left the institution grounds and is  
20 called to return to work outside of regularly scheduled hours to handle emergency situations  
21 which could not be anticipated, he/she shall receive pay for time actually worked. Time  
22 worked shall be compensated at time and one-half (1-1/2) and shall be paid for a minimum  
23 of two and one half (2 ½) hours.  
24

25 9.7 Temporary Assignment to a Higher Position. Whenever an employee is temporarily assigned  
26 in writing by the Employer to regularly perform the principal duties of a higher level position  
27 for a period of five or more scheduled working days within the employee's standard work  
28 period as specified in Article 7, Section 2, the employee shall be paid a temporary salary  
29 increase (TSI) of at least five percent (5%) over the present salary but not to exceed the  
30 maximum of the range for the higher classification. Said increase shall be paid beginning  
31 with the first day and to include the days working such assignment. Such assignments must  
32 be by mutual agreement.  
33

### 34 **SALARY SCHEDULES AND PREMIUMS**

35  
36 A. Effective July 1, ~~2021-2023~~, each classification represented by the Union will continue to  
37 be assigned to the same Pay Table and Salary Range as it was assigned on June 30,  
38 ~~2021-2023~~. Effective July 1, ~~2021-2023~~, each employee will continue to be assigned to the  
39 same Salary Range and Step that they were assigned on June 30, ~~2021-2023~~ unless  
40 otherwise agreed. Employees who are paid above the maximum for their range on June  
41 30, ~~2021-2023~~ will continue to be paid above the maximum range on July 1, ~~2021-2023~~  
42 unless otherwise agreed.  
43

44 B. Effective July 1, ~~2021-2023~~, all Salary Ranges described in Section A will be increased by  
45 ~~zero three four~~ percent (~~034~~%). This increase will be based upon the salary schedule in  
46 effect on June 30, ~~2021-2023~~.  
47



1 C. Effective July 1, ~~2022-2024~~ all Salary Ranges described in Section A above will be  
2 increased by three percent (3%). This increase will be based upon the salary schedule in  
3 effect on June 30, ~~2022~~2024  
4

5 D. Employees who are paid above the maximum for their range on the effective date of the  
6 increase described in B and C above will not receive the specified increase to their current  
7 pay unless the new range encompasses their current rate of pay.  
8

9 **PREMIUMS**

10 **Research/Hall Health Registered Nurses**

11		
12		
13	Standby Pay	\$4.00
14	Weekend	\$4.00
15	Preceptor	\$1.50
16	Certification	\$1.00
17	Charge	\$2.25
18	<del>BSN</del>	<del>\$0.50</del> 1.00
19		

20 **Hall Health Advanced Registered Nurse Practitioners and Advanced Registered Nurse**  
21 **Practitioner Leads**

22		
23	Evening shift differential	\$2.50
24	Night shift differential	\$4.00
25	Standby Pay	\$3.00
26	Weekend	\$4.00
27	Preceptor	\$1.50
28	Certification	\$1.00
29		
30		
31		

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<p>For the Union:</p> <p>DocuSigned by: Justin Novinger 08A6CB801091432... 9/30/2022</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>[Signature]</i> 2CCDC2DC5F4741A... 9/30/2022</p>
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**ARTICLE 10 – TUITION EXEMPTION PROGRAM**

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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.

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21

**ARTICLE 11 – VACATION SCHEDULE**

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

<u>During</u>	<u>Paid Vacation Days</u>
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
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 (1) If an employee's request for vacation leave is denied by the employing official, then
- 2 the maximum of thirty (30) working days accrual shall be extended for each month
- 3 that the leave is deferred provided a statement of necessity justifying the denial is
- 4 approved by the Personnel Officer.
- 5
- 6 (2) As an alternative to subsection (1) of this section, employees may also accumulate
- 7 vacation leave in excess of thirty days as follows:
- 8
- 9 (a) An employee may accumulate the vacation time off days between the time
- 10 thirty (30) days is accrued and their Time Off Service Date (anniversary date
- 11 of state employment).
- 12
- 13 (b) Such accumulated time off shall be used by the anniversary date and at a time
- 14 convenient to the employing institution/agency. If such leave is not used prior
- 15 to the employee's anniversary date, such leave shall be automatically
- 16 extinguished and considered to have never existed.
- 17
- 18 (b) Such leave credit accumulated shall never, regardless of circumstances, be
- 19 deferred by the employing institution/agency by filing a statement of necessity
- 20 described in subsection (1) of this section.
- 21

22 11.4 Vacation Time Off - Cash Payment.

23

24 Bargaining unit members who have completed six (6) continuous months of employment

25 and who separate from service by resignation, layoff, dismissal, retirement or death are

26 entitled to a lump sum cash payment for all unused vacation time off. In the case of

27 voluntary resignation, an employee may be required to provide fourteen (14) calendar

28 days' notice to qualify for such lump sum cash payment. Vacation time off payable under

29 this section shall be computed and paid as prescribed by the Office of Financial

30 Management. No contributions are to be made to the Department of Retirement

31 Systems for lump sum payment of excess vacation leave accumulated nor shall such

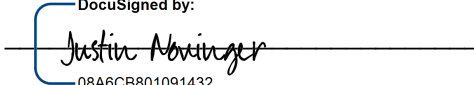
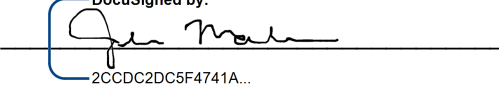
32 payment be reported to the Department of Retirement Systems as compensation.

33

34

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1 **ARTICLE 12 – EMPLOYMENT PRACTICES**

2  
3 12.1 Re-employment. For purposes of accrual of benefits, employees covered by this  
4 agreement who are re-employed will be treated as newly hired except that an employee  
5 who has been laid off because of lack of funds or curtailment of work and who is re-  
6 employed within twenty-four months (plus a twelve month extension if requested) shall be  
7 entitled to previously accrued benefits and placement on the salary schedule which he/she  
8 had at the time of layoff.

9  
10 12.2 Personnel File. An employee shall have access to his/her own personnel file for review in  
11 the office upon written request to the University’s Human Resources Office. The Employer  
12 may remove any documents in a probationary employee’s file which were obtained through  
13 assurances of confidentiality to a third party at the time of original appointment.

14  
15 Upon request of an employee who has achieved permanent status, the Employer or  
16 designee will remove pre-employment reference statements from the employee’s  
17 personnel file(s).

18  
19 The employee shall be sent a copy of any adverse material placed in the official or  
20 departmental file. Notes or files kept by managers regarding staff shall not be shared with  
21 others unless shared with the employee first and shall not be kept more than three years.  
22 The employee shall have the right to have placed in any of the above files a statement of  
23 rebuttal or correction of information contained in the file within a reasonable period of time  
24 after the employee becomes aware that the information is in the file. Performance  
25 evaluations will be removed from the departmental file three years after the date of  
26 completion.

27  
28 A. Removal of Documents. After two (2) years from the date of issue, employees  
29 may request the removal of Formal Counseling documents in their personnel file.  
30 After three (3) years from the date of issue, employees may request the removal  
31 of Final Counseling documents in their personnel file. If a request for removal of  
32 documents is denied, employees will be given a written reason for the denial.  
33 The Employer may retain this information in a legal defense file in accordance  
34 with the prevailing Washington State law.

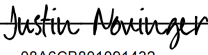
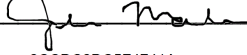
35  
36 12.3 Liability Insurance. The Employer shall provide appropriate liability insurance for all  
37 employees in the bargaining unit and shall provide upon request a summary of the policy  
38 or statement of coverage.

39  
40 12.4 Performance Evaluations. It is the intention of University management, during the  
41 probationary period and thereafter, to give bargaining unit employees a performance  
42 evaluation in accordance with the Department’s evaluation procedure. Further, it is the  
43 intention of University management to advise each employee of the status of his/her work  
44 performance in accordance with appropriate standards of practice as needed or through  
45 the performance evaluation mechanism.

46  
47 A copy of the evaluation shall be given to the employee.  
48

- 1 12.5 Employee Assistance. The Employer and the Union recognize that alcoholism and  
2 chemical dependency are chronic and treatable conditions. Efforts should be made to  
3 identify these conditions and treatment options established at an early stage to prevent or  
4 minimize erosion in work performance. The Employer and the Union will encourage and  
5 support employees' participation in appropriate programs including the UW Care Link  
6 services, through which employees may seek confidential assistance in the resolution of  
7 chemical dependency or other problems which may impact job performance.  
8  
9 No employee's job security will be placed in jeopardy as a result of seeking and following  
10 through with corrective treatment, counseling or advice providing that the employee's job  
11 performance meets supervisory expectations.  
12
- 13 12.6 Travel Pay. Any employee required by the Employer to travel to a place of work other than  
14 his/her regular official duty station shall be reimbursed for travel costs, if eligible, in  
15 accordance with University policy.  
16
- 17 12.7 Employment Information. A written form will be used to specify initial conditions of hiring  
18 (including number of hours to be worked, rate of pay, unit and shift).  
19  
20 Upon request to their immediate supervisor, employees will be given written confirmation  
21 of a change in status or separation in accordance with University of Washington policy.  
22  
23 Upon request to their immediate supervisor, records shall be readily available for  
24 employees to determine their number of hours worked, rate of pay, sick leave accrued and  
25 vacation accrued.  
26
- 27 12.8 Staff Meetings. Staff meetings normally will take place on a regular basis. Minutes will be  
28 shared with staff. All employees required to attend these meetings will do so on paid time.  
29 Employees will be provided at least two weeks' notice of meetings that are pre-planned.  
30
- 31 12.9 Delegation of Nursing Care. The Union and the Employer acknowledge that the  
32 professional nurse is responsible for determining the competency and skill of all persons  
33 to whom they delegate a task. The nurse may determine not to delegate such tasks in  
34 accordance with the Nurse Practice Act.  
35
- 36 12.10 Payroll Errors. Recognizing the importance of employees receiving correct pay, once a  
37 payroll underpayment is identified and confirmed, the Employer will correct any errors on  
38 the employee's subsequent pay check, unless a manual check is requested.  
39
- 40 12.11 Contracting Out. The University will not contract out work which results in the layoff of  
41 bargaining unit employees who are employed prior to the time of the execution or renewal  
42 of the contract. It is the intent of the Employer to minimize the employment of agency and  
43 traveler personnel. The Employer will continue its efforts to recruit and retain a broad base  
44 of regular full-time and part-time employees.  
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<p>For the Union:</p> <p>DocuSigned by:  08A6CB801091432... 9/30/2022</p>	<p>For the Employer:</p> <p>DocuSigned by:  2CCDC2DC5F4741A... 9/30/2022</p>
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**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  | Labor Day                    |
| Third Monday of January:<br>(Martin Luther King Jr.'s Birthday) | Veteran's Day                |
| Third Monday of February:<br>(Presidents' Day)                  | Thanksgiving Day             |
| Memorial Day  | Native American Heritage Day |
| Juneteenth (June 19 <sup>th</sup> )                             | Christmas Day                |
| Independence 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.



1 Night Shift Employees

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

6  
7 Holiday Credit

8 A. Holiday credit will be used and scheduled by the employee in the same manner as  
9 vacation leave in Article 11.

10  
11 B. Holiday Credit Cash Out:

12 All holiday credit must be used by June 30th of each year. The employee's holiday  
13 credit balance will be cashed out every June 30th or when the employee leaves  
14 University employment for any reason. The employee's holiday credit balance  
15 may be cashed out when the employee:

- 16 1. Transfers to a position in their department with different funding  
17 sources or,
- 18 2. Transfers to a position in another department.

19  
20 13.3 Personal Holiday.

21  
22 (1) Each employee may select one personal holiday each calendar year in accordance  
23 with the following:

- 24 (a) The employee has been continuously employed by the institution for more than  
25 four (4) months;
- 26 (b) The employee has given not less than fourteen (14) calendar days written notice  
27 to the supervisor; provided, however, the employee and the supervisor may  
28 agree upon an earlier date; and
- 29 (c) The number of employees selecting a particular day off does not prevent  
30 providing continued public service.

31  
32  
33 (2) It is the employee's responsibility to schedule the Personal Holiday before December  
34 31st, if not requested it is forfeited.


35  
36 (3) Entitlement to the holiday will not lapse when it is cancelled by the Employer and  
37 cannot be rescheduled before December 31st.

38  
39 (4) Full-time employees shall receive eight (8) hours of regular holiday pay for the  
40 personal holiday. Any differences between the scheduled shift for the day and eight  
41 (8) hours may be adjusted by use of vacation leave, holiday credit, use or  
42 accumulation of compensatory time as appropriate, or leave without pay.

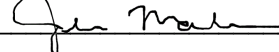
43  
44 (5) Part-time employees shall be entitled to a pro-rated number of paid hours on a  
45 Personal Holiday based on their FTE.  
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For the Union:

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For the Employer:

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9/30/2022

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**ARTICLE 14 – UNION ACTIVITIES**

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

14.2 Union Delegates. Union delegates are University employees who are members of the bargaining units. The Employer recognizes the right of the Union to designate ~~five (5)~~six (6) delegates, including one (1) from UW School of Medicine Department of Medicine's Division of Allergy & Infectious Disease (AID) Virology Research Clinic (VRC) and AIDS Clinical Trials Unit (ACTU) PA-ARNPs. 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 UW School of Medicine Department of Medicine's Division of Allergy & Infectious Disease (AID) Virology Research Clinic (VRC) and AIDS Clinical Trials Unit (ACTU) PA-ARNP delegate will normally process grievances specific to UW School of Medicine Department of Medicine's Division of Allergy & Infectious Disease (AID) Virology Research Clinic (VRC) and AIDS Clinical Trials Unit (ACTU) PA-ARNPs.

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

1 the activity to take. Any Harborview business requiring the delegate's immediate  
2 attention will be completed prior to attending the meeting. Attendance at meetings during  
3 the union delegate's non-work hours will not be considered as time worked. Union  
4 delegates may not use state vehicles to travel to and from a work site in order to perform  
5 representational activities.  
6

#### 7 14.3 Use of State Facilities, Resources and Equipment

##### 8 A. Meeting Space and Facilities

9 The Union shall be permitted to use designated hospital facilities for meetings of the  
10 local unit, with or without Union staff present, provided sufficient advance notice is  
11 given to the Employer and space is available on the date requested. Such meetings  
12 shall be for professional purposes and shall be held during the employees' own free  
13 time.  
14

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

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

- 19 1. Result in little or no cost to the Employer;
- 20 2. Be brief in duration and frequency;
- 21 3. Not interfere with the performance of their official duties;
- 22 4. Not distract from the conduct of state business;
- 23 5. Not disrupt other state employees and will not obligate other employees to  
24 make a personal use of state resources; and
- 25 6. Not compromise the security or integrity of state information or software.  
26

27 The Union and its union delegates will not use the above referenced state equipment in a  
28 manner that is prohibited by the Executive Ethics Board. Communication that occurs  
29 when using state-owned equipment is the property of the Employer.  
30

31 14.4 Bulletin Boards. A bulletin board in a prominent location shall be made available and  
32 designated for use by the Union for the posting of notices and information pertaining to  
33 official business of the Union. Designated space in prominent locations in each work area  
34 or in an area accessible to where employees work shall also be made available for use by  
35 the Union for the same purpose.  
36

#### 37 14.5 Time Off for Union Activities

38 A. Conventions and Conferences Union-designated employees may be allowed time off  
39 without pay to attend union-sponsored conventions or conferences. Approval for the time  
40 off must be granted in advance of the absence and in accordance with the Employer's  
41 leave policies. Approval will not be granted if the absence interferes with the Employer's  
42 ability to provide coverage during the requested time off or the operating needs of the  
43 agency cannot be met.  
44

- 45 1. Employees may use accumulated compensatory time, holiday credit, or  
46 vacation leave instead of leave without pay for A above. However, employees  
47 must use compensatory time, holiday credit, prior to their use of vacation leave,  
48 unless the use would result in the loss of their vacation leave.

1                   2. The Union will make a good faith effort to provide the Employer a written list of  
2 the names of the employees it is requesting attend the above-listed activities, at  
3 least fourteen (14) calendar days prior to the activity.  
4

5           B. Temporary Employment with the Union

- 6           1. With thirty (30) calendar days' notice, unless agreed otherwise, employees  
7 may be granted leave without pay to accept temporary employment with the  
8 Union of a specified duration, not to exceed twelve (12) weeks, provided the  
9 employee's time off will not interfere with the operating needs of the agency.  
10 The parties may agree to an extension of leave without pay up to an additional  
11 twelve (12) weeks. For leaves of up to twelve (12) weeks duration, the  
12 employee will be returned to their same position. For leaves of more than  
13 twelve (12) weeks duration, the returning employee will be employed in a  
14 position in the same job classification and the same geographical area, as  
15 determined by the Employer.  
16           2. Employees granted leave without pay will be placed on a Monday through  
17 Friday work schedule (pro-rated to their FTE) on their permanent shift- For  
18 example a 50% employee would be scheduled four (4) per day Monday  
19 through Friday.  
20

21   14.6 Delegate Training. Whereas it benefits the University to have Union delegates who  
22 understand the contract and are trained in administration of the contract, each of the  
23 Union's delegates shall be allowed up to a total of eight (8) paid release time hours annually  
24 to participate in the Union's delegate training program. Said time off shall be approved in  
25 advance by the employee's supervisor and shall be contingent upon the ability to provide  
26 coverage during the time off.  
27

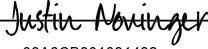
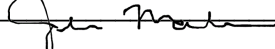
28           The Union shall submit to the Office of Labor Relations at least four (4) weeks in advance  
29 the names of the employees (with their respective supervisors) that are scheduled to  
30 participate in the training. The Union will confirm the employee's participation in the training  
31 upon completion.  
32

33   14.7 Information Requests

- 34           A. Upon written request of the staff representative or steward to the Office of Labor  
35 Relations (laborrel@uw.edu), the Employer will provide information necessary for  
36 conducting representational duties.  
37  
38           B. The Employer will acknowledge receipt of the information request and if possible will  
39 provide the information to the union by the date requested. If the Employer requires  
40 additional time, the Employer will notify the Union and provide a date by which the  
41 information is anticipated.  
42  
43           C. When the Union submits a request for information that the Employer believes is  
44 unclear, unreasonable, or not relevant, the Employer will contact the Union staff  
45 representative and the parties will discuss the relevance and necessity of the  
46 request. The costs associated with the request and the amount the Union may pay  
47 for receipt of the information may also be discussed.  
48

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**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

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

7 15.4 Sick Leave - Compensation for.

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

10  
11 (a) In January of each year, and at no other time, an employee whose year-end  
12 sick leave balance exceeds 480 hours may choose to convert sick leave hours  
13 earned in the previous calendar year minus those used during the year to  
14 monetary compensation.

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

17  
18 (ii) Monetary compensation for converted hours shall be paid at the rate of  
19 25% and shall be based upon the employee's current salary.

20  
21 (iii) All converted hours will be deducted from the employee's sick leave  
22 balance.  
23

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

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

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

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

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

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



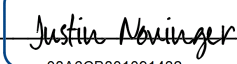
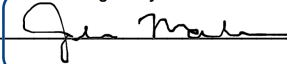
1           compensatory time off for sick leave purposes when approved in advance or authorized  
2           by the Employer.

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

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

14

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**ARTICLE 16 – COMMITTEES**

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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.

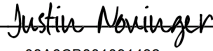
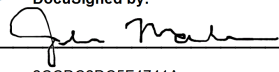
16.3 Staffing Concerns-Process for Raising and Resolving Workload and Staffing Issues. The Employer and the Union mutually recognize that fluctuation in admission rates, outpatient census, clinic flow and referrals to employees create imbalances in workload. Workload management and staffing concerns 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

1 of authority of the meeting and release time for employee representatives will be treated  
2 in a manner identical to the individual bargaining unit Joint Labor Management meetings.  
3

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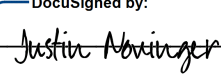
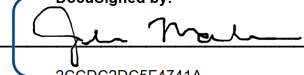
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**ARTICLE 17 – EMPLOYEE FACILITIES**

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.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by:  08A6CB801091432... 9/30/2022</p>	<p>For the Employer:</p> <p>DocuSigned by:  2CCDC2DC5F4741A... 9/30/2022</p>
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**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.

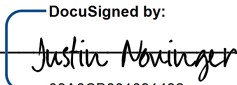
(b) An employee occupying a position reallocated to a class with a lower salary range maximum due to a class being created, abolished or modified will retain the salary of their former position until reaching the top of the range of the former position, and then will be frozen until the new class pay 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.

Tentatively Agreed To:

For the Union:  DocuSigned by: Justin Mvinger  
08A6CB801091432...  
9/30/2022

For the Employer:  DocuSigned by: [Redacted]  
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9/30/2022

**ARTICLE 19 – RECLASSIFICATION**

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2  
3 19.1 Policy. Positions shall be allocated to the appropriate classification. Requests to  
4 reclassify should be based on a belief that the duties, responsibilities, or qualifications of  
5 a position are such that it is inappropriately classified.  
6

7 19.2 Position Review Process.

8 (a) The University, employee, or employee representative may request that a position be  
9 reviewed when the requesting party believes that the basis of its request has become  
10 a permanent requirement of the position. Employees and employee representatives  
11 may not request that a position be reviewed more often than once every six (6)  
12 months.  
13

14 (b) The request must be complete and in writing on forms provided by the University.  
15 Requests may be submitted to Human Resources or to an employee's direct  
16 supervisor or department. Any party may submit additional information, including the  
17 names of individuals, which the party believes is relevant to the position review.  
18

19 (c) An employee may request that a representative be present as an observer at  
20 meetings with the University reviewer scheduled to discuss the request for position  
21 review. At the employee's request a portion of such meetings shall be conducted in a  
22 quiet and private location, away from the work station.  
23

24 (d) The University reviewer will investigate the position and issue a written response to  
25 the employee or employee representative within sixty (60) calendar days from receipt,  
26 by Human Resources, of the completed request. A completed request is defined as  
27 the employee completing all employee portions of the reclassification forms. The  
28 response will include notification of the class and salary assigned when the position  
29 is reallocated, or notification of the reasons the position does not warrant reallocation  
30 when the request is not approved. Reclass requests may be submitted at either the  
31 departmental level or directly to Human Resources. Reclass requests submitted at  
32 the departmental level must be forwarded to Human Resources within thirty (30)  
33 calendar days.  
34

35 (e) The effective date of allocations or reallocations initiated by the University shall be  
36 determined by the University. The effective date of a reallocation resulting from an  
37 employee or employee representative request for position review will be established  
38 as the date that the completed request was filed with Human Resources or the  
39 employee's direct supervisor or department, whichever date is earliest. The date of  
40 receipt must be appropriately documented.  
41

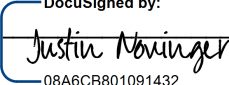
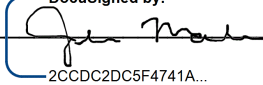
42 (f) A employee may request reconsideration following receipt of the University's  
43 determination. Requests for reconsideration will not hold the timeframe for filing an  
44 appeal under 19.3.  
45

46 19.3 Position Review Appeal Process. If the Union wishes to appeal the decision of the  
47 University, it may appeal to the Classification Review Hearing Officer within thirty (30)  
48 calendar days following the date of the University's written response.

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- 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.

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1           **ARTICLE 20 – CORRECTIVE ACTION/DISMISSAL PROCESS AND/OR RESIGNATION**

2  
3   20.1   Corrective Action/Dismissal. The Employer and the Union will follow the "Corrective  
4           Action/Dismissal Process" below for all corrective action/dismissal actions in order to  
5           utilize a corrective rather than punitive approach.  
6

7           No employee shall be subject to the Corrective Action/Dismissal Process except for just  
8           cause. The Corrective Action/Dismissal Process will be considered to incorporate the  
9           concept of progressive action and provide a positive process for improvement. The  
10          University will determine the specific step at which the process begins based on the nature  
11          and severity of the problem.  
12

13   20.2   Representation During Investigations.

14          (a)    Upon request, an employee has the right to a union representative at an  
15                investigatory interview called by the Employer, if the employee reasonably believes  
16                corrective action could result. The Employer will provide reasonable time to allow  
17                an employee to secure a representative.  
18

19          (b)    The role of the union representative in regard to Employer-initiated investigation is  
20                to provide assistance and counsel to the employee and not interfere with the  
21                Employer's right to conduct the investigation. Every effort will be made to  
22                cooperate in the investigation.  
23

24          (c)    An employee placed on an alternative assignment during an investigation will not  
25                be prohibited from contacting their union representative unless there is a conflict  
26                of interest, in which case the employee may contact another union representative.  
27                This does not preclude the Employer from restricting an employee's access to the  
28                Employer's premises.  
29

30          (d)    An interpreter can be requested by either party and will be provided.  
31

32   20.3   Written Action Plans. Written action plans shall identify problem area(s), performance  
33           objectives and suggestions for remedying and shall include reasonable timelines for  
34           completion. When an employee has chosen to be represented by the Union during the  
35           Corrective Action/Dismissal Process, the representative will be involved in developing the  
36           written action plan. At the conclusion of the counseling session, the Employer will inform  
37           the employee when the employee may reasonably expect to receive the written action  
38           plan.  
39

40   20.4   Corrective Action/Dismissal Process. The Employer will make clear the Step of the  
41           process being conducted.  
42

43           –Informal Coaching, verbal counseling between employee and immediate supervisor.  
44           Supervisor may follow up in writing which may include an action plan, which shall not be  
45           placed in the employee's file.  
46

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



1  
2 Final Counseling. Final counseling (may involve administration other than the employee's  
3 immediate supervisor) including action plan discussion and decision making assignment  
4 (a period of paid time away from the work site for the employee to consider the  
5 consequences or failure to follow the action plan and to review the final written action plan  
6 for possible correction).

7  
8 Dismissal. Prior to dismissal, a pre-determination meeting will be scheduled to give an  
9 employee an opportunity to make his/her case before the final decision is made. The  
10 employee has the right to have a Union representative present at the pre-determination  
11 meeting. At least five (5) days prior to the meeting, the employee will be informed in writing  
12 of the reasons for the contemplated dismissal and given referenced documentation. The  
13 employee will be furnished with written notification of the outcome of the pre-determination  
14 hearing.

15  
16 Grievability/Arbitrability. Informal Coaching is not grievable. Formal counseling may be  
17 grieved through Step Three Mediation of the grievance procedure only. Final counseling  
18 and dismissal may be grieved through every step of the grievance procedure beginning at  
19 Step Two.

20  
21 20.5 Representation. All employees upon request shall be entitled to have a representative  
22 present during all steps of the Corrective Action/Dismissal Process. All employees upon  
23 request shall be entitled to have a representative present during meetings that are  
24 investigatory in nature and may reasonably be expected to result in implementation of the  
25 Corrective Action/Dismissal Process at Step B or higher.

26  
27 20.6 Resignation. Permanent employees planning to resign shall make a good faith effort to  
28 give at least thirty (30) calendar days' notice of intention to terminate. All resignations shall  
29 be final unless the Employer agrees to rescind the resignation. The Employer's decision  
30 not to rescind a resignation shall not be grievable.

31  
32 20.7 Investigations.  
33 A. If the Employer places an employee on administrative leave for investigatory  
34 purposes, the Employer will notify the employee prior to the onset of the leave of  
35 the subject of the investigation. At the conclusion of an investigation, where the  
36 Employer elects not to take corrective action, the employee will be provided with a  
37 notification that the investigation is completed and that no corrective action will be  
38 imposed.  
39  
40 B. Upon request of the Union, if an investigation of employee lasts longer than sixty  
41 (60) days from the date the employee was interviewed, the Employer will provide  
42 an explanation to the Union of the current status of the investigation (for example:  
43 interviews still being conducted, drafting of investigative report, waiting for analysis  
44 of data), next steps and approximate timeframe for completion.

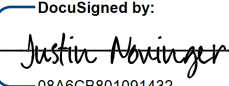
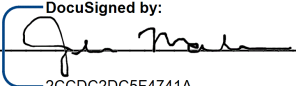
45  
46 20.8 Off the Job Activities. The private and personal "off the job" lifestyle and activities of an  
47 employee shall not be legitimate grounds for disciplinary action initiated by the Employer

1           except where such lifestyle or activities constitute a direct conflict of interest as set forth  
2           in RCW 42.18 or are directly detrimental to the employee's work performance.

3  
4   20.9   RN3s. While RN3s may be involved in mentorship and feedback as well as employee  
5           evaluations, management will lead the corrective action process. RN3s can be present  
6           with management during the corrective action process.

7  
8

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**ARTICLE 21 – SENIORITY, LAYOFF, REHIRE**

1  
2  
3 21.1 Seniority Defined. For all purposes except layoff, seniority is defined as the total  
4 continuous length of most recent unbroken state service, including adjustment for  
5 military service.

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

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

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

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

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

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

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

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

41  
42 Prior to implementing a layoff, the Employer, within the context of its determination of the  
43 staffing needs of the layoff unit, will minimize overtime in the layoff unit impacted, the use  
44 of agency or traveler nurses in the layoff unit impacted, reliance on intermittent and  
45 nonpermanent hourly staff in the layoff unit. The Employer will also seek volunteers in the  
46 layoff unit impacted who are willing to be reassigned or to be laid off in lieu of the  
47 employee(s) whose position is identified to be eliminated. Individuals who volunteer to be

1 laid off will not have a displacement option but will retain the right to be placed on the  
2 rehire list.

3  
4 Employees subject to layoff shall be offered one of the following employment options in  
5 descending order, provided they meets the essential skills of the offered position:

6  
7 (a) a funded vacant posted position in the affected job class within the layoff/seniority unit.

8  
9 (b) the opportunity to replace the least senior employee in the affected job class within the  
10 unit or department or base and in an FTE status within .2 FTE;

11  
12 (c) the opportunity to replace the least senior employee in their clinical group (see Article  
13 21.6);

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

18  
19 Employees may request to be laid off and have the right to be placed on the rehire list(s)  
20 instead of accepting an employment option above.

21  
22 21.6 Layoff Unit. The layoff unit for the Research/Hall Health bargaining unit shall be by unit  
23 and shift.

24 Layoff unit

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

- 1 u. Pathology
- 2 v. Pediatrics
- 3 w. Pharmacology
- 4 x. Physiology and Biophysics
- 5 y. Psychiatry and Behavioral Sciences
- 6 z. Radiation Oncology
- 7 aa. Radiology
- 8 bb. Rehabilitation Medicine
- 9 cc. Surgery
- 10 dd. Urology
- 11 ee. Emergency Medicine
- 12 ff. Health Metrics

- 13 5. Department of Medicine to be broken down to Divisions as follows:
- 14 a. Allergy and Infectious Disease
- 15 b. Cardiology
- 16 c. Dermatology
- 17 d. Gastroenterology
- 18 e. General Internal Medicine
- 19 f. Gerontology and Geriatric Medicine
- 20 g. Hematology
- 21 h. Medical Genetics
- 22 i. Metabolism, Endocrinology, and Nutrition
- 23 j. Nephrology
- 24 k. Oncology, Medical
- 25 l. Pulmonary and Critical Care Medicine
- 26 m. Rheumatology

27  
28 Nothing in this article shall restrict or limit the Employer's ability to rename, reorganize,  
29 and/or consolidate department or divisions. The Union will have the opportunity to  
30 bargain the impacts of any renaming, reorganization, and/or consolidation of  
31 departments or divisions.

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

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

48

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

7 An employee laid off due to the exercise of another employee's displacement option shall  
8 not have any displacement option. Such an employee shall be offered any vacant position  
9 available on the employee's unit or in the employee's clinical group and shall also have  
10 the right to be placed on the rehire list(s) per Article 21.10.  
11

12 21.9 FTE Reduction. An employee in a position that is not abolished but is reduced by more  
13 than .2FTE and who will remain benefit eligible after the reduction will have the choice of  
14 staying in the reduced position and going on the rehire list for the position and FTE  
15 status held by the employee immediately prior to the reduction or exercising available  
16 layoff rights under (a) above. The employee must exercise this choice within three (3)  
17 working days of the reduction notice.  
18

19 21.10 Rehire. Laid off employees will be placed on an eligible rehire list(s) designated by the  
20 employee for twenty-four (24) months. Employees will be automatically placed on the  
21 rehire list for the classification and FTE status from which they were laid off. In addition,  
22 based on employee request, employees identified for layoff may be on the following  
23 rehire lists:  
24

- 25 (1) Positions of a lower FTE status in the classification from which the employee was  
26 laid off;
- 27 (2) Lower classifications in the series from which the employee was laid off.  
28

29 The University will refer an employee from the designated rehire list(s) for any open  
30 positions in the layoff unit within .2 FTE of the position from which the employee was laid  
31 off for which the laid off employee possesses the essential skills. Employees referred  
32 from the rehire list(s) who possess the essential skills needed for a vacant position in the  
33 layoff unit will be offered the position prior to the University offering it to any other  
34 applicant. The University will refer employees from the rehire list(s) in order of seniority,  
35 most senior employee on the list first.  
36

37 21.11 Rehire Trial Period. Employees placed into vacant positions from the rehire list will serve  
38 a two (2) month rehire trial period. During the rehire trial period either party may, at its  
39 sole discretion and without resort to the grievance procedure, initiate return to the rehire  
40 list. Time spent in a rehire trial period will not count toward the twenty-four (24) month  
41 rehire list period. The two (2) month rehire trial period will be adjusted to reflect any paid  
42 or unpaid leave taken during the period.  
43

44 21.12 Removal from List. Removal from the rehire list(s) will occur for any of the following  
45 circumstances:

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

- 1 In such case, the employee will be removed from all other rehire lists and will have
- 2 exhausted all rehire rights;
- 3 (3) If the employee was placed into two (2) vacant positions for which the employee
- 4 has failed to complete the rehire trial period;
- 5 (4) If the employee accepts an offer of placement and completes the rehire trial
- 6 service period;
- 7 (5) Employees who reject one (1) offer of placement from a list for a position in a
- 8 classification other than that from which the employee was laid off will be removed
- 9 from that list.

10  
11 **21.13 Other Layoff and Rehire Issues**

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

16  
17 **Rehire Wages and Increment Date.** When employees are rehired from layoff status, the  
18 periodic increment date and annual leave accrual date will be reestablished and  
19 extended by an amount of time in calendar days equal to the period of time spent on the  
20 rehire list prior to rehire.

21  
22 Employees placed from the rehire list into positions with the same salary range held at  
23 the time of layoff shall be placed at the same step in the range held at the time of layoff.  
24 Employees placed from the rehire list into positions with a lower salary range than held  
25 at the time of layoff shall be placed in a salary step nearest to, but not in excess of, the  
26 salary held at time of layoff.

27  
28 **Affirmative Action Goals.** Affirmative action goals may be considered at any point during  
29 the layoff or rehire process.

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

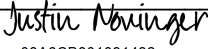
- 37
- 38 (a) The employee must specifically request the work in advance and must follow all
- 39 University of Washington policies and procedures regarding hourly work.
- 40 (b) Employees on a rehire list who meet the requirements of (a) above will have
- 41 preference for hourly work assignments when the schedules are developed.
- 42

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

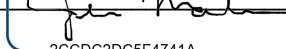
1 21.14 Restructure. In the event of a unit, departmental, or University-wide restructure, the  
2 University of Washington will determine the number of full-time and part-time FTE's by  
3 shift required for the new or restructured department or unit. Prior to determining the  
4 schedule, the University of Washington shall meet with the employees of the affected  
5 unit(s) or department(s) to discuss the reconfiguration of the FTE's in the unit(s) or  
6 department(s) and the new work schedule(s). A listing of the FTE's for each shift on the  
7 new or restructured unit(s) or department(s) shall be posted on the impacted unit(s) or  
8 department(s) for no less than ten (10) days. All other vacant bargaining unit positions  
9 shall also be posted on the impacted unit(s) and department(s) concurrently with the  
10 FTE list posting for no less than ten (10) days. By the end of the posting period, each  
11 employee in units or departments subject to or impacted by restructure, will have  
12 submitted to the University of Washington a written list that identifies in rank order of  
13 preference (first to last) all available positions for which the employee is willing to work.  
14 The University of Washington shall assign each employee, in order of seniority, to  
15 positions on the new or restructured unit(s) or department(s) based upon an Employee's  
16 submitted preference list and the essential skills of the employee and the skills needed  
17 in the available positions.  
18  
19

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For the Union:

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**ARTICLE 22 – JOB POSTING & TRANSFER**

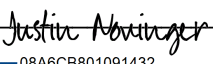
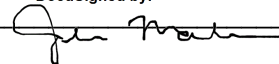
22.1 Hall Health Registered Nurses. Requests for a change in a Hall Health RN’s primary unit should be discussed with the nurse manager and a written submission given to the manager. A good faith effort will be made to facilitate such a transfer where there is an operational need to do so and where an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

22.3 The employer will make good faith efforts to post a recently vacated position within four (4) weeks of the employer’s decision to refill the position.

22.4 FTE Increases and decreases. Employees will submit requests for FTE increases or decreases in writing. The Employer will respond in writing within sixty (60) days of request. The employer will make a good faith effort to accommodate requests to increase or decrease FTE as operational needs allows. If a request is denied, the employee may request a meeting with the Employer to discuss the decision to deny and potential alternatives. Hall Health HR or managers will track requests, approvals, and denials of FTE increase and decrease requests. The Union can request a JLM to review requests, denials, and approvals on a quarterly basis.

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**ARTICLE 23 – WORKER'S COMPENSATION LEAVE**

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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 or a combination of time loss compensation and accrued paid time off.

23.3 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.

23.4 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.

23.5 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.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Justin Mvinger</i> 08A6CB801091432... 9/30/2022</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>[Signature]</i> 2CCDC2DC5F4741A... 9/30/2022</p>
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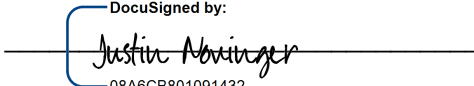
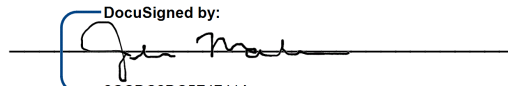
**ARTICLE 24 – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

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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.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by:  08A6CB801091432... 9/30/2022</p>	<p>For the Employer:</p> <p>DocuSigned by:  2CCDC2DC5F4741A... 9/30/2022</p>
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**ARTICLE 25 – PERFORMANCE OF DUTY**

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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.

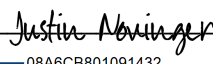
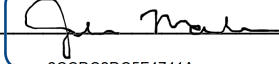
25.2 Should the employees engage in any unauthorized concerted action, a Joint Labor/Management Committee shall immediately convene and shall continue to meet until the dispute is settled, and the employees involved shall immediately return to work and continue working. Any employee who refuses to perform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

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by:    <small>08A6CB801091432...</small>  9/30/2022</p>	<p>For the Employer:</p> <p>DocuSigned by:    <small>2CCDC2DC5F4741A...</small>  9/30/2022</p>
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1 **ARTICLE 26 – GRIEVANCE PROCEDURE**

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3 26.1 **Definition.** A grievance within the meaning of this Agreement shall be defined as any  
4 alleged misapplication or misinterpretation of the terms of this Agreement, and/or the  
5 Employer's written personnel rules and policies.  
6

7 A grievant, within the meaning of this Agreement, shall be defined as an employee(s)  
8 within a bargaining unit covered by this Agreement, who alleges a grievance, or the Union  
9 alleging a grievance, under the terms and conditions of this Agreement.  
10

11 26.2 **Noninterference.** Employees shall be free from restraint, interference, coercion,  
12 discrimination or reprisal in seeking resolution of their grievance when processed in  
13 accordance with this procedure.  
14

15 26.3 **Application of the Grievance Procedure.** This grievance procedure shall be available to all  
16 employees covered by this Agreement subject to the following:

17 (a) Concerns regarding performance evaluations may be filed as a grievance and  
18 processed only through Step 2 of this procedure.  
19

20 (b) Concerns regarding Health and Safety (Article 30.2 and 30.3) shall be resolved  
21 following the provisions of Sections 30.2 and 30.3.  
22

23 (c) Concerns regarding corrective action may be filed as a grievance and processed per  
24 the grievance and arbitration language in Article 20.4.  
25

26 26.4 **Contents.** The written grievance shall include the following information:

- 27 a. The date upon which the grievance occurred.  
28 b. The specific Article(s) and Section(s) of the Agreement violated.  
29 c. The past practice, rule, policy violated.  
30 d. Specific remedy requested.  
31 e. The grievant(s) name.  
32 f. Name and signature of Union representative (Staff or Delegate).  
33 g. The nature of the grievance.  
34

35 Failure to include the above information shall not be a reason for invalidating the  
36 grievance.  
37

38 26.5 **Union Delegates.** The Employer recognizes the right of the Union to designate Union  
39 Delegates who shall be authorized to take up employee or group grievances through the  
40 grievance procedure.  
41

42 A Union Delegate who is a bargaining unit employee and is processing a grievance in  
43 accordance with the grievance procedure shall be permitted a reasonable time to assist  
44 in the resolution of legitimate employee grievances on the Employer's property without  
45 loss of pay. Such time off for processing grievances shall be granted by supervision  
46 following a request, but in consideration of any job responsibilities.  
47

1 26.6 Time Limits. An extension of the time limitations as stipulated in the respective steps  
2 below, may be obtained by mutual consent of the parties. Failure of the Employer to  
3 comply with the time limitations due to negligence shall establish the right of the grievant  
4 to process the grievance to the next step or to submit the grievance to the next step.  
5 Failure of the grievant to comply with the time limitations due to negligence on their part  
6 shall constitute withdrawal of the grievance. A grievance may be withdrawn at any time,  
7 in writing to the Employer, by the grievant. Withdrawal of a grievance shall close the  
8 matter, and it shall not be resubmitted.  
9

10 26.7 Pay Status. An aggrieved employee and the Union Delegate shall be in a pay status during  
11 those working hours in which a grievance, a grievance mediation, or an arbitration hearing  
12 is held. Release time for additional employee representation shall be subject to approval  
13 by the Labor Relations Officer or designee when a group grievance is filed.  
14

15 26.8 Employee Representation. The Union is the official representative for any individual  
16 employee or group of employees filing a grievance who wish to be represented. Individual  
17 employees or groups of employees who choose not to be represented by the Union may  
18 present grievances to management through Step Two of the grievance procedure only.  
19 Such grievances may be adjusted by management so long as the adjustment is not  
20 inconsistent with the collective bargaining agreement and the Union has had an  
21 opportunity to review such adjustments.  
22

23 26.9 Procedure. The following shall be the formal grievance process. The parties are  
24 encouraged to meet informally to resolve issues that may be potential grievances at the  
25 lowest possible level of supervision. Such informal meetings will not be considered a  
26 step of the grievance process and will not stop the grievance timelines. If requested by  
27 the employee, a Union representative may be present.  
28

29 Step One - Administrative. It is the desire of both the Employer and the Union that  
30 grievances be adjusted informally whenever possible. If an employee or the Union  
31 wishes to file a grievance, such grievance must be filed within thirty (30) calendar days  
32 from the date the grievant is aware that a grievance exists. The grievance shall be in  
33 written form with a complete description of the alleged grievance, the date it occurred,  
34 the specific article(s) and section(s) of the contract, or Employer policy or rule alleged to  
35 have been violated and the remedy sought. A copy of the grievance will be sent to the  
36 University of Washington's Human Resources Office. The parties will schedule a  
37 grievance meeting within ten (10) calendar days of filing. If requested by the grievant, a  
38 representative or delegate may be present. The University will be represented by a  
39 manager with the authority to adjust the issues raised in the grievance and a  
40 representative from the University of Washington's Human Resources Office. The  
41 University will respond in writing within ten (10) calendar days of the meeting.  
42

43 Step Two - Review. If a satisfactory settlement is not reached within the required time  
44 period above, the employee and/or representative may submit the written grievance to  
45 Step Two within fourteen (14) calendar days after the decision at Step One. A copy of  
46 the grievance will be sent to the University of Washington's Human Resources Office  
47 and the Office of Labor Relations. The second step review meeting shall occur within ten  
48 (10) calendar days. The grievance review meeting shall include the grievant, the

1 grievant's representative or delegate, the head of the unit or designee, and  
2 representatives from the University of Washington's Human Resources Office and the  
3 University's Labor Relations Office. The University will respond in writing within fourteen  
4 (14) calendar days of the meeting. If a satisfactory settlement is not reached, the  
5 employee or representative may submit the written grievance to Step 3 within fourteen  
6 (14) calendar days.

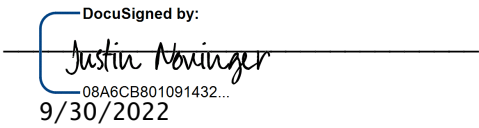
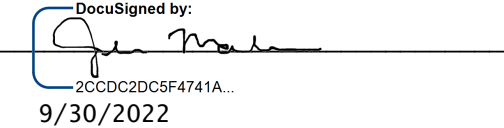
7  
8 Step Three - Mediation/Arbitration. The written grievance may be submitted by the Union  
9 within fourteen (14) calendar days after the Step 2 decision to the PERC for mediation.  
10 If mediation fails to resolve the grievance, the grievance may be submitted by the Union  
11 to arbitration. Such submittal must be within fourteen (14) calendar days from any of the  
12 following: the mediator's impasse report, a written declination by a party to mediate, or  
13 the Step Two response if neither the Union nor the Employer requested mediation. The  
14 submittal must be in writing and served on the other party.

15  
16 The parties agree to establish a permanent panel of ten (10) arbitrators. These  
17 arbitrators shall be assigned cases by the parties on a rotating basis. If the arbitrator is  
18 not available to hear the case within ninety (90) calendar days of the decision by either  
19 party to go to arbitration, the parties may contact the next arbitrator in the rotation. If no  
20 arbitrator can hear the case within ninety (90) calendar days, the case will be assigned  
21 to the arbitrator who can hear the case on the earliest date. If an individual arbitrator  
22 decides to remove their name from the panel or if one or more members of the panel are  
23 not continued by either party, the parties will meet to decide whether to substitute an  
24 additional name(s).

25  
26 No later than seven (7) working days prior to the scheduled arbitration meeting, the  
27 parties will submit questions of arbitration eligibility to the arbitrator for preliminary  
28 determination, share the name of each witness intending to testify at the hearing, and  
29 attempt to agree upon the issue statement. A copy of written materials submitted to the  
30 arbitrator will be provided to the opposing party.

31  
32 The parties agree that the arbitrator shall have no power to render a decision that adds  
33 to, subtracts from, alters or modifies in any way the terms and conditions of the  
34 Agreement. The parties further agree that the decision of the arbitrator will be final and  
35 binding upon all parties. The Union or the Employer will have the right to request the  
36 arbitrator to require the presence of witnesses and/or documents. The arbitrator's  
37 decision shall be made in writing and the arbitrator shall be encouraged to render the  
38 decision within thirty (30) calendar days of the close of the arbitration.  
39

Tentatively Agreed To:

For the Union:   08A6CB801091432... 9/30/2022	For the Employer:   2CCDC2DC5F4741A... 9/30/2022
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**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.

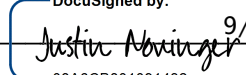
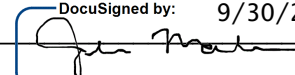
Prior to making any change in written Employer policy that is a mandatory subject of bargaining; the Employer shall notify the Union and satisfy its collective bargaining obligations per Article 27.

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.

Tentatively Agreed To:	
For the Union:	For the Employer:
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**ARTICLE 28 – HEALTH ~~INSURANCE AND PENSION~~CARE BENEFITS AMOUNTS**

28.1 For the ~~2021-2023~~2023-2025 biennium, the Employer Medical Contribution (EMC) will be contribute an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured Uniform Medical Plan (UMP) Classic 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 (PEBB). In no instance will the employee contribution be less than two percent (2%) of the EMC per month. 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 Article 28.2 will expire June 30, ~~2023~~2025.

- 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

1 PEBB regarding changes to the wellness incentive or the elements of the Smart  
2 Health Program.

3  
4 28.6 The PEBB Program shall provide information on the Employer sponsored Insurance  
5 Premium Payment Program on its website and in an open enrollment publication  
6 annually.

7  
8 28.7 Medical Flexible Spending Arrangement

9  
10 A. During January ~~2022-2024~~ and again in January ~~2023~~2025, the Employer will make  
11 available two hundred fifty dollars (\$250) in a medical flexible spending arrangement  
12 (FSA) account for each bargaining unit member represented by a Union in the Coalition  
13 described in RCW 41.80.020(3), who meets the criteria in Subsection 28.7(B) below.

14  
15 B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made  
16 available for a Coalition bargaining unit employee who:

17  
18 a. Is occupying a position that has an annual full-time equivalent base salary of ~~fifty~~  
19 ~~thousand four~~sixty-thousand dollars (~~\$50,004~~60,000) or less on November 1 of  
20 the year prior to the year the Employer FSA funds are being made available; and

21  
22 b. Meets PEBB program eligibility requirements to receive the employer contribution  
23 for PEBB medical benefits on January 1 of the plan year in which the Employer  
24 FSA funds are made available, is not enrolled in a high-deductible health plan,  
25 and does not waive enrollment in a PEBB medical plan except to be covered as  
26 a dependent on another PEBB non-high deductible health plan.

27  
28 c. Hourly employees' annual base salary shall be the base hourly rate multiplied by  
29 two thousand eighty-eight (2088).

30  
31 d. Base salary excludes overtime, shift differential and all other premiums or  
32 payments.

33  
34 C. A medical FSA will be established for all employees eligible under this Section who do  
35 not otherwise have one. An employee who is eligible for Employer FSA funds may  
36 decline this benefit but cannot receive case in lieu of this benefit.

37  
38 D. The provisions of the State's salary reduction plan will apply. In the event that a federal  
39 tax that takes into account contributions to a FSA is imposed on PEBB health plans, this  
40 provision will automatically terminate. The parties agree to meet and negotiate over the  
41 termination of this benefit.

42  
43 ~~E. Eligible employees will be provided information regarding the benefit and use of the FSA~~  
44 ~~funds at new employee orientation, during open enrollment periods, and at the beginning~~  
45 ~~of each plan year. The PEB Health Care Benefits Labor Coalition and Health Care~~  
46 ~~Authority committee will confer on methods of ensuring eligible employees understand~~  
47 ~~and are able to access information regarding the FSA benefit, including exploring ways~~  
48 ~~for employees to access information in preferred languages.~~

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Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: 9/30/2022</p> <p><i>Justin Novinger</i></p> <p>08A6CB801091432...</p>	<p>For the Employer:</p> <p>DocuSigned by: 9/30/2022</p> <p><i>[Signature]</i></p> <p>2CCDC2DC5F4741A...</p>
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**ARTICLE 29 – NEW EMPLOYEE ORIENTATION**

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3 New Employee Orientation. The Employer shall provide new employee orientation to employees  
4 in the bargaining units. The purpose of the orientation program shall be to familiarize new  
5 employees with the University's philosophy, policies and procedures, together with nursing  
6 functions and responsibilities as defined in the appropriate class specification.  
7

8 29.1 The Employer will offer a regularly scheduled, new employee orientation (NEO)  
9 which will include a benefits orientation. The orientation will be offered by the  
10 office of Professional and Organizational Development in coordination with the  
11 Benefits Office.  
12

13 29.2 All new employees who attend the new employee orientation will be paid for their  
14 time at orientation. The Employer will advise and encourage new employees to  
15 attend the paid union new employee orientation as part of the Employer's new  
16 employee orientation program and schedule the union orientation at a time  
17 within or immediately adjacent to the Employer's orientation program and if in  
18 person, in the same location. The Union portion of NEO will be shown on the  
19 New Employee Orientation agenda given to all new employees.  
20

21 29.3 A Union representative shall be allowed up to thirty (30) minutes with employees  
22 during the new employee orientation. Such release time will be subject to the  
23 operational needs of the department and does not count as time worked for the  
24 purpose of calculating overtime. When in-person, the Employer will provide clear  
25 signage and direction of the location of the SEIU 1199NW Union portion of NEO.  
26 Employer representatives shall not be present during the Union presentation.  
27 If the University conducts orientation on-line (self-paced), the Union may meet  
28 with employees virtually for new employee orientation. In this case, the Union  
29 will provide a link for the orientation which the Employer will then make available  
30 to new employees  
31

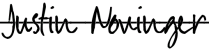
32 29.4 By the end of the week prior to each new employee orientation, the Employer  
33 shall provide the Union with a list of all employees scheduled to attend NEO.  
34 This list shall include the date of the orientation and the name, FTE, job profile,  
35 start date, supervisory org, and primary work email for each new employee  
36 attending the orientation.  
37

38 29.5 For employees hired into the bargaining unit who do not attend the orientation  
39 described in X.1 above, within ninety (90) days of the employee's start date,  
40 the Employer will provide the Union access to the employee during the

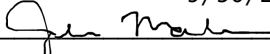
1 employee's regular work hours to present information about the Union. This  
2 access will be provided at the employee's regular worksite, online or at a  
3 location mutually agreed to by the Employer and the Union and will be up to  
4 thirty (30) minutes.  
5  
6

Tentatively Agreed To:

For the Union:

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For the Employer:

DocuSigned by: 9/30/2022  
  
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**ARTICLE 30 – HEALTH AND SAFETY**

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2  
3 30.1 **Benefits.** The Employer shall bear the cost of and provide bargaining unit employees with:  
4

5 (a) At the beginning of employment and annually thereafter TB testing including chest x-  
6 rays where medically indicated. For employees working in high risk areas, TB testing  
7 shall be available on a six month basis. Before screening, all employees shall be  
8 counseled regarding anergy testing. When medically indicated, or upon the  
9 employee’s request, appropriate anergy testing will be provided.

10  
11 (b) Throat culture if requested by the employee and ordered by a physician.

12  
13 (c) Vaccinations and immunizations provided by the University.

14  
15 (d) Hepatitis B vaccine for all employees. At the employee’s request the Employer shall  
16 provide an antibody test to ensure that the employee’s antibody titer level is sufficient  
17 to protect against Hepatitis B infection. If medically indicated and upon request, the  
18 employee shall receive a booster.

19  
20 (e) At the employee’s request, the Employer will test for Hepatitis C using a test  
21 considered most reliable by the Employer.

22  
23 (f) The Employer shall refer PPD converters for appropriate medical treatment at no cost  
24 to the employee.

25  
26 30.2 **Policies.** It is the Employer's intent to make reasonable and proper provisions for the  
27 maintenance of appropriate standards of health and safety within the workplace. This shall  
28 include providing, and making available, safe medical devices, personal protective  
29 equipment, and applicable training, education and critical incident de-briefing. Training  
30 and education shall be made available during each shift and will be accessible to all  
31 employees. The Employer shall comply with applicable Federal and State health and  
32 safety legislation and regulations and has designated the University's Environmental  
33 Health and Safety Department to advise and monitor compliance with such standards. If  
34 a resolution of any dispute pertaining to this section is not reached through the assistance  
35 of EH&S, a complaint may be filed with the Washington State Department of Labor &  
36 Industries whose findings shall be binding upon both parties.

37  
38 30.3 **Working Conditions.** All work shall be performed in conformity with applicable health and  
39 safety standards. Employees are encouraged to immediately report any unsafe working  
40 condition to their supervisor. No employee shall be disciplined for reporting any such  
41 conditions nor be required to work or to operate equipment when he/she has reasonable  
42 grounds to believe such action would result in immediate danger to life or safety the final  
43 determination of which shall rest with the Environmental Health & Safety Department.

44  
45 30.4 The Employer will provide TB conversion rate data and blood exposure incident  
46 summaries to the Health and Safety Committee.  
47

1 30.5 Medical Devices. Employees wishing to suggest additional safety equipment or to raise  
2 issues with regard to current equipment (e.g. availability, training needs, effectiveness)  
3 are encouraged to raise such suggestions through management or with appropriate  
4 committees - Nursing QA & I, Health and Safety, Infection Control, or Product Evaluation.  
5

6 30.6 Training/Education. The Employer shall provide an annual infection control/safety update  
7 on paid time for all employees in accordance with applicable statutes and regulations.  
8

9 Workplace violence and personal safety training will be mandatory for all staff in the New  
10 Staff Orientation. Employees are also encouraged to take advantage of ongoing training  
11 opportunities available in this area.  
12

13 Other training related to general and personal safety will be made available as appropriate  
14 to the clinical setting, general environment, and needs of the patient population and the  
15 staff. Reasonable requests for such training will be considered.  
16

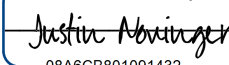
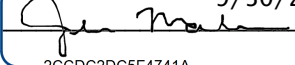
17 30.7 Exposure Control.

18  
19 (a) The Employer agrees to take every reasonable measure to prevent occupational  
20 transmission of TB and other communicable diseases. All employees shall have  
21 access to the written TB exposure control plan. Counseling on Hepatitis C shall be  
22 included in the exposure protocol.  
23

24 (b) The Employer shall provide confidential twenty-four (24) hour information and referral  
25 for employees sustaining needlestick injuries or other blood and body fluid exposures.  
26 Efforts will be made to identify all staff exposed to communicable and infectious  
27 diseases. These staff members will be notified using all available contact information  
28 and instructed on follow-up within seventy-two (72) hours of being identified as  
29 exposed. Such notification will be documented and shared monthly with the Health  
30 and Safety Committee.  
31

32 30.8 Lactation Station: A fully functional lactation station will be available for employees in the  
33 Hall Health Building.  
34

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: 9/30/2022</p> <p></p> <p>08A6CB801091432...</p>	<p>For the Employer:</p> <p>DocuSigned by: 9/30/2022</p> <p></p> <p>2CCDC2DC5F4741A...</p>
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**ARTICLE 31 – SUBORDINATION OF AGREEMENT AND SAVING CLAUSE**

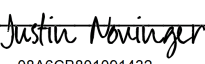
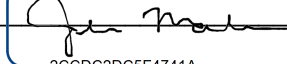
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It is understood that any provision of this Agreement shall not prevail if in conflict with applicable law.

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.

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<p>For the Union:</p> <p>DocuSigned by:  08A6CB801091432... 9/30/2022</p>	<p>For the Employer:</p> <p>DocuSigned by:  2CCDC2DC5F4741A... 9/30/2022</p>
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**ARTICLE 32 – WASHINGTON FAMILY MEDICAL LEAVE PROGRAM\***

32.1 Washington Family Medical Leave Program effective January 1, 2020


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

Under RCW 50A, employer provided healthcare benefits must be maintained during a PFML leave, so interspersing time off is not required provided the employee qualifies for a reason under the federal FMLA. Under RCW 50A.15.060(2), the University has elected to offer supplemental benefits in the form of bereavement time off when the employee is qualified for PFML family leave per RCW 50A.05.010 10(d), sick time off, vacation time off, personal holiday, holiday credit, holiday taken, or compensatory time off.

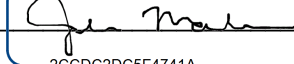
Employees requesting PFML benefits through the Employment Security Department must provide notice to the University as outlined under RCW 50A.04.030.

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For the Union:

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9/30/2022

For the Employer:

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9/30/2022

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**ARTICLE 33 – DURATION OF AGREEMENT**

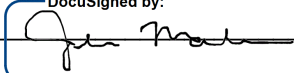
This Agreement shall become effective on July 1, ~~2021~~2023 and shall remain in full force and effect until June 30, ~~2023~~2025. Automatic renewal shall extend the terms of the Agreement for one year at a time, unless either party serves the other with written notice at least one hundred twenty (120) 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.

Tentatively Agreed To:

For the Union:

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9/30/2022

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9/30/2022

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**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
21203	Physician Assistant-Advanced Registered Nurse Practitioners	B9	<u>4214</u>
21202	Physician Assistant-Advanced Registered Nurse Practitioners-Lead	B9	<u>2224</u>

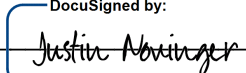
Research/Hall Health Bargaining Unit

~~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.~~

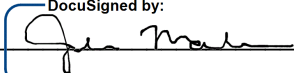
~~Charge Nurse Pay \$2.25/hr (does not apply to Research RN 1 or 2)~~

Tentatively Agreed To:

For the Union:

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08A6CB801091432...  
9/30/2022

For the Employer:

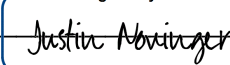
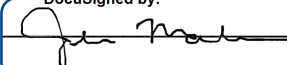
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9/30/2022

**ARTICLE 35 – PARKING AND TRANSPORTATION**

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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.

Tentatively Agreed To:

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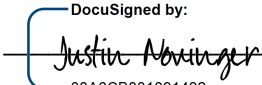
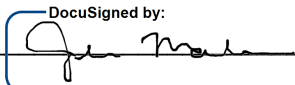
- 1                   2. Modifying a no food or drink policy;
- 2                   3. Providing seating or allowing the employee to sit more frequently if their job
- 3                   requires them to stand; and
- 4                   4. Restricting lifting to 17 lbs. or less.

5  
6                   B. An employee's pregnancy or pregnancy-related health condition may also be  
7 accommodated as follows:

- 8                   1. Job restructuring, part-time or modified work schedules, reassignment to a vacant
- 9                   position, or acquiring or modifying equipment, devices, or an employee's work
- 10                  station;
- 11                  2. Providing for a temporary transfer to a less strenuous or less hazardous position;
- 12                  3. Providing assistance with manual labor and limits on lifting;
- 13                  4. Scheduling flexibility for prenatal visits; and
- 14                  5. Any further pregnancy accommodation an employee may request.

15  
16                  With respect to these accommodations, the University may request an employee provide  
17 written certification from their treating health care provider regarding the need for reasonable  
18 accommodation and may deny an employee's request for reasons of significant difficulty or  
19 expense.  
20  
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<p>For the Union:</p> <p>DocuSigned by:    <small>08A6CB801091432...</small>  9/30/2022</p>	<p>For the Employer:</p> <p>DocuSigned by:    <small>2CCDC2DC5F4741A...</small>  9/30/2022</p>
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**ARTICLE 37 – MISCELLANEOUS LEAVE**

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

1 schedule, will be placed on a Monday through Friday work schedule (pro-rated to their  
2 FTE) on their permanent shift- For example a 50% employee would be scheduled four (4)  
3 hours per day Monday through Friday.  
4

5 37.7 Benefits During Leave. Employees are encouraged to contact the Employer's Benefits  
6 Office (phone # 206-543-28004444, [benefits@uw.edu](mailto:benefits@uw.edu)) prior to any leave without  
7 pay to understand impact on benefits and learn about other points to consider.  
8

9 37.8 Returning Employee Rights. Employees returning to work following an approved ~~leave~~  
10 ~~without payunpaid time off~~ will be returned to the position they held prior to the ~~leave~~  
11 ~~without payunpaid time off~~ or to another position in the same classification in the same  
12 geographical area unit and organizational unit. In the event the employee's position is  
13 substantially impacted during the time the employee is on leave, they will be notified in  
14 writing and provided a time in which to exercise any rights available pursuant to this  
15 Agreement.  
16

17 37.9 Educational Leave. After six months of continuous employment, permission may be  
18 granted for ~~leave of absence without payunpaid time off~~ for up to one year of study, without  
19 loss of accrued benefits. An employee shall not incur any reduction in pay when  
20 participating in an educational program at the request of the employer.  
21

22 37.10 Government Service Leave. After applicable accrued leave has been exhausted, ~~Leave~~  
23 ~~without payunpaid time off~~ may be granted for government service in the public interest,  
24 including but not limited to the U.S. Public Health Service or Peace Corps.  
25

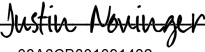
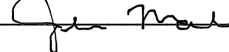
26 37.11 Volunteer or Community Service Leave. After applicable accrued leave has been  
27 exhausted, ~~Leave without payunpaid time off~~ may be granted for community volunteerism  
28 or service.  
29

30 37.12 A classified employee taking an appointment to an exempt position shall be granted a  
31 ~~leave of absence without payunpaid time off~~, with the right to return to ~~his/hers~~their regular  
32 position, or to a like position at the conclusion of the exempt appointment; provided  
33 application for return to classified status must be made not more than thirty (30) calendar  
34 days following the conclusion of the exempt appointment.  
35

36 37.13 Leave of Absence-Duration. ~~Leave of absence without payUnpaid time off~~ shall not  
37 exceed twelve (12) months except for educational leave which may be allowed for the  
38 duration of actual attendance and leave for government service in the public interest.  
39 ~~Leave of absence without payUnpaid time off~~ may be extended for an additional twelve  
40 (12) months upon signed request of the employee and signed approval of the employing  
41 official or designee and the Human Resources official. Additional ~~leave of absence without~~  
42 ~~payunpaid time off~~ may be approved by the Human Resources official.  
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<p>For the Union:</p> <p>DocuSigned by:  08A6CB801091432... 9/30/2022</p>	<p>For the Employer:</p> <p>DocuSigned by:  2CCDC2DC5F4741A... 9/30/2022</p>
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**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~~While on leave protected by FMLA, the Employer may require that employees use a portion of their accrued but unused paid leave-time off unless it runs concurrently with Washington Family and Medical Leave (PFML).

b. The Employer will not require the use of paid leave-time off such that it would result in the employee having fewer than eighty (80) hours of accrued vacation leave-time off or eighty (80) hours of accrued sick leavetime off, counted separately, upon return to work. Vacation and sick leave-time off 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.

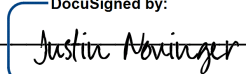
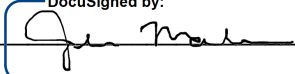
1 38.4 FMLA leave may be taken intermittently or as part of a reduced work schedule when  
2 medically necessary  
3

4 38.5 Parental Leave. Parental leave is defined as: up to four months of leave taken after the  
5 birth of a child to the employee, spouse or domestic partner, or because of the placement  
6 of a child with the employee or domestic partner through adoption or foster care. Parental  
7 leave may extend up to six (6) months, including time covered by the FMLA, during the  
8 first year after the child’s birth or placement. Leave beyond the period covered by FMLA  
9 may only be denied by the Employer due to operational necessity. Extensions beyond six  
10 (6) months may be approved by the Employer.  
11

12 To be paid during parental leave the employee' must use accrued vacation leavetime off,  
13 sick leave time off up eighteen (18) weeks (720 hours), personal holiday, holiday credit or  
14 compensatory time, the combination of which may be determined by the employee.  
15

16 38.6 Schedule During Continuous Leave of Absence (FMLA and Parental Leave). Employees  
17 that are placed on an approved continuous leave of absence, who do not work a Monday  
18 through Friday work schedule, will be placed on a Monday through Friday work schedule  
19 (pro-rated to their FTE) on their permanent shift- For example a 50% employee would be  
20 scheduled four (4) hours per day Monday through Friday.  
21

Tentatively Agreed To:

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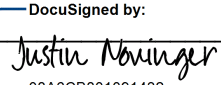
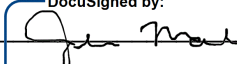
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**ARTICLE 39 – UNPAID HOLIDAYS FOR A REASON OF FAITH OR CONSCIENCE**

~~Leave without pay~~Unpaid time off 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~~Unpaid time off 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~~Unpaid time off 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 time off~~ in lieu of ~~leave without pay~~unpaid time off. All requests to use compensatory time, personal holiday or vacation ~~leave time off requests~~ must indicate the ~~leave time off~~ is being used in lieu of ~~leave without pay~~unpaid time off 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~~unpaid time off taken for a reason of faith or conscience.
- d) Employees will only be required to identify that the request for ~~leave time off~~ is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

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**ARTICLE 40 – LEAVE-ABSENCE DUE TO FAMILY CARE EMERGENCIES**

A. There are two types of family care emergencies:

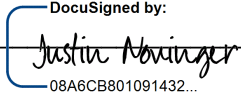
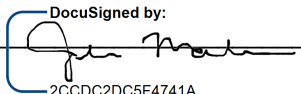
a. A child care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency child care requirements such as unexpected absence of regular care provider, unexpected closure of the child's school, or unexpected need to pick up child 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 family care emergency may use up to three (3) work days per calendar year of each of the following: compensatory time, vacation ~~leave~~time off, sick ~~leave~~time off, personal holiday, or ~~leave without pay~~unpaid time off, up to a maximum of three (3) days per calendar year, and Employees may also use their personal holiday. Use of any of the above ~~leave categories~~time off types is dependent upon the employee's eligibility to use such ~~leave~~time off. The employee upon returning from such ~~leave~~an absence shall designate to which ~~leave category~~time off type the absence will be charged.

C. In accordance with RCW 49.46.210, ~~Accrued~~accrued sick ~~leave~~time off may be used when the employee's child's school or day care has been closed by a public health official for any health related reason. Health-related reason means a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material.

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**ARTICLE 41 – CIVIL/JURY DUTY ~~LEAVE-TIME OFF~~ AND BEREAVEMENT**  
**LEAVETIME OFF**

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

41.1 ~~Civil Duty time off~~. ~~Leave-Time off~~ with pay will be granted for jury duty. ~~Leave-Time off~~ 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 ~~leavetime off~~.

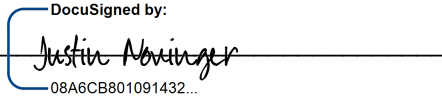
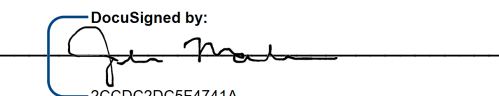
Employees assigned to work evening shift, who are scheduled to work the evening of civil duty shall be considered to be scheduled for the day shift for that day.

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

41.2 ~~Bereavement LeaveTime Off~~. An employee shall be granted up to three (3) continuous or non-continuous days of bereavement ~~leavetime off~~, as requested by the employee, for each death of a family member including the stillbirth or miscarriage of a child. Bereavement ~~leave-time off~~ 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-time off~~ for beyond the three (3) days: sick, vacation, holiday credit, compensatory time, personal holiday or ~~leave-without-payunpaid time off~~.

Family Member is defined in Article 15 Sick Leave.

Tentatively Agreed To:

For the Union:	For the Employer:
 DocuSigned by: Justin Novinger 08A6CB801091432... 9/30/2022	 DocuSigned by: [Redacted] 2CCDC2DC5F4741A... 9/30/2022

**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 their accrued leave-time off or unpaid leave-time off. HMC-The University 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.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Justin Nowinger</i> 08A6CB801091432... 9/30/2022</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>[Signature]</i> 2CCDC2DC5F4741A... 9/30/2022</p>
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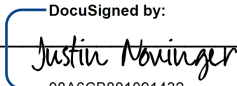
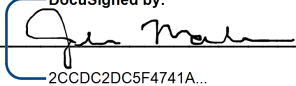
**ARTICLE 43 – MILITARY LEAVE**

- 1  
2  
3 43.1 Military Leave will be approved in accordance with University of Washington  
4 Administrative Policy Statement 45.4, which is subordinate to the Uniformed Services  
5 Employment and Reemployment Rights Act, RCW 38.40, and RCW 49.77. Employees  
6 who are called to active duty in any of the uniformed services or their reserves shall  
7 receive 21 work days of paid military leave annually from October 1 through September  
8 30. Such paid military leave shall be in addition to any compensatory time, holiday  
9 credit, vacation or sick leave-time off to which the employee might be otherwise entitled,  
10 and shall not involve the reduction of any benefits, performance rating, privileges or base  
11 pay. During the period of paid military leave, the employee shall receive their normal  
12 pay. If the employee is scheduled to work a shift that begins on one calendar day and  
13 ends on the next calendar day, the employee is charged military leave only for the first  
14 calendar day.  
15
- 16 43.2 Employees required to appear during working hours for a physical examination to  
17 determine physical fitness for military service shall receive full pay for the time required to  
18 complete the examination.  
19
- 20 43.3 Employees who are called to active duty in one of the uniformed services of the United  
21 States or the State of Washington shall be granted a military leave of absence without pay  
22 for absence from work for up to 5 years in addition to any time covered by the provisions  
23 of Section 36.1. During an unpaid military leave of absence, an employee is entitled to  
24 receive:  
25
- 26 a. retirement benefits and service credit in accord with the provisions of the
  - 27 applicable retirement system;
  - 28 b. paid medical and dental insurance if in pay status at least 8 hours per month.
  - 29 Other health plan coverage at the employee's request and expense for a
  - 30 limited period of time as determined by the Health Care Authority;
  - 31 c. other length-of-service credits related to employment that would have been
  - 32 granted had the employee not been absent; provided that the employee returns
  - 33 to University service at the conclusion of the leave in accord with applicable
  - 34 Federal and State laws related to military leave; and
  - 35 d. any additional benefit required by then-applicable state or federal law.  
36
- 37 43.4 The employee should follow the military leave of absence request process. Unless  
38 prohibited by military necessity, the University shall be provided with a copy of an  
39 employee's orders at the time the employee requests military leave. Such request shall  
40 be made as soon as reasonably practical after the employee learns of the need for such  
41 leave.  
42
- 43 43.5 Following release from military service, an employee shall have the right to return to their  
44 employment as provided by then-applicable state and federal law. The employee will  
45 provide a copy of employee's discharge papers and any other documentation permitted  
46 or required by military-leave laws to their supervisor and to Human Resources.  
47



- 1 43.6 Employees who are spouses of members of the armed forces will be released for the
- 2 provisions of the Military Family Leave Act RCW 49.77 when the service member has
- 3 been notified of an impending call or order to active duty or when on leave from
- 4 deployment.
- 5
- 6

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by:  08A6CB801091432... 9/30/2022</p>	<p>For the Employer:</p> <p>DocuSigned by:  2CCDC2DC5F4741A... 9/30/2022</p>
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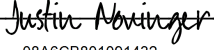
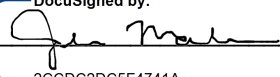
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C. Neither A nor B above are required for employee reported overpayments and/or employee corrected time including leave submittal corrections. All employee initiated overpayment corrections may be collected from the next available pay check.

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, 202~~5~~<sup>3</sup>.

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by:  08A6CB801091432... 9/30/2022</p>	<p>For the Employer:</p> <p>DocuSigned by:  2CCDC2DC5F4741A... 9/30/2022</p>
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1 **MEMORANDUM OF UNDERSTANDING**  
2 **BETWEEN**  
3 **THE UNIVERSITY OF WASHINGTON (UNIVERSITY)**  
4 **AND**  
5 **THE SERVICE EMPLOYEES INTERNATIONAL UNION 1199NW**

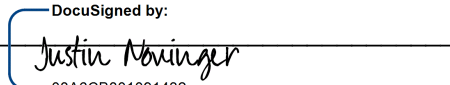
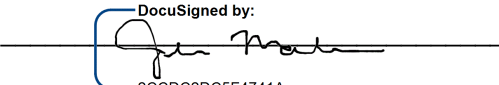
6 **MOU – TRACKING DISCRIMINATION AND BIAS**

7  
8  
9 July 1, 2023<sup>33</sup>

10  
11 During negotiations for the 2023<sup>34</sup>-2025<sup>33</sup> successor agreement, recognizing the University's  
12 long stated goals of diversity and inclusion, the parties agree to the following:

- 13
- 14 1. Annually the Employer will email all bargaining unit employees information regarding the
- 15 availability and purpose of the University's bias incident reporting tool as an avenue to
- 16 report incidents of suspected bias.
- 17
- 18 2. On an annual basis, the following groups will prepare an assessment report which will at
- 19 a minimum include information quantifying reports of discrimination, harassment, and
- 20 retaliation. An electronic copy of each report will be made available to the Union.
- 21 i. UCIRO
- 22 ii. Safe Campus
- 23 iii. Title IX Investigation Office
- 24 iv. UW Human Resources Campus Operations Investigations
- 25 v. UW Medical Centers Human Resources Operations Investigations
- 26 3. This MOU will expire on June 30, 2025.
- 27
- 28
- 29

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by:    <small>08A6CB801091432...</small>            9/30/2022</p>	<p>For the Employer:</p> <p>DocuSigned by:    <small>2CCDC2DC5F4741A...</small>            9/30/2022</p>
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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
THE SERVICE EMPLOYEES INTERNATIONAL UNION 1199NW**

During negotiations for the 2023-2025 successor agreement, the parties agreed to the following recruitment and retention wage increases for health care classifications:

1. Effective January 1, 2023, all job profiles assigned to pay tables B2 and BW will receive a ~~three-four~~ percent (34%) increase. This increase will be based upon the salary schedule in effect on December 31, 2022.
2. Effective January 1, 2023, the following job profiles will receive range increases:

Regular Job Code	NI Job Code	Job Profile	Current Table-Range	New Table-Range
21203	23216	PHYSICIAN ASST-ADV RN PRACT	B9-12	B9-14
21202	23217	PHYSICIAN ASST-ADV RN PRACT LEAD	B9-22	B9-24

Employees will be placed on the new range at their step as of the effective date. Progression Start Dates will not be impacted by this move.

3. Effective January 1, 2023, all job profiles assigned to pay table B9 will receive a ~~one-two~~ percent (12%) increase. This increase will be based upon the salary schedule in effect on December 31, 2022.
4. Effective January 1, 2025, all job profiles assigned to pay table B2 will receive a three five percent (35%) increase. This increase will be based upon the salary schedule in effect on December 31, 2024.
5. Employees who are paid above the maximum for their range on the effective date of the increase described in 1, 2, 3 and 4 above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.
6. Progression start dates are not impacted by these increases.

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Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Justin Novinger</i> 08A6CB801091432...</p> <hr/> <p>Date: 9/30/2022</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>[Signature]</i> 2CCDC2DC5F4741A...</p> <hr/> <p>Date: 9/30/2022</p>
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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
THE SERVICE EMPLOYEES INTERNATIONAL UNION 1199NW**

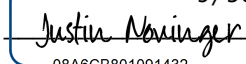
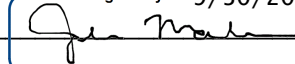
**MOU – SCHOOL OF MEDICINE DEPARTMENT OF MEDICINE’S DIVISION OF  
ALLERGY AND INFECTIOUS DISEASES (AID) HEALTHCARE  
SPECIALISTS/ADVANCED REGISTERED NURSE PRACTITIONER – VIROLOGY  
RESEARCH CLINIC (VRC) and AIDS CLINICAL TRIALS UNIT (ACTU)**

1  
2 During negotiations for the 2023-2025 successor agreement, the parties agreed to the  
3 following regarding School of Medicine Physician Asst-Advanced Registered Nurse  
4 Practitioners (PA-ARNP; formerly Healthcare Specialists) (see attached list for specific  
5 employees):

6  
7 Effective October 1, 2022, Physician Asst-Advanced Registered Nurse Practitioners  
8 (PA-ARNP; formerly Healthcare Specialists) working in School of Medicine  
9 Department of Medicine’s Division of Allergy and Infectious Diseases (AID) Virology  
10 Research Clinic (VRC) and AIDS Clinical Trials Unit (ACTU) (current job code  
11 18935) shall be correctly placed into the Physician Assistant-Advanced Registered  
12 Nurse Practitioner job profile (job code 21203) in the Hall Health/Research RN  
13 bargaining unit Pay Table B9 Range 12. Employees will be placed on the new range  
14 at the step closest to but not less than their current rate of pay. Employees above  
15 the top step will remain at their current rate of pay (Y-rate). Progression start dates  
16 (PSDs) will not change with this movement.

17  
18

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: 9/30/2022</p> <p></p> <p>08A6CB801091432...</p>	<p>For the Employer:</p> <p>DocuSigned by: 9/30/2022</p> <p></p> <p>2CCDC2DC5F4741A...</p>
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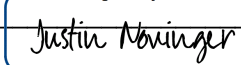
**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
THE SERVICE EMPLOYEES INTERNATIONAL UNION 1199NW**

**MOU – VACATION SCHEDULING AT HALL HEALTH**

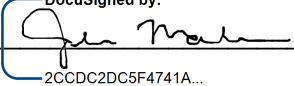
Hall Health will convene a working group within 90 days of ratification to review and/or recommend changes to the existing Hall Health departmental vacation procedures. One of the working group members will be appointed by the Union. The departmental vacation procedure will include a timeline on a response to vacation requests by employees. The Union will be given notice of the final procedure and given an opportunity to bargain the impacts. Either the Union or employees may suggest new departmental procedures and/or changes to existing departmental procedures. These may also be appropriate agenda items for Joint Labor Management meetings. The Employer will not create a new departmental procedure nor change an existing departmental procedure without following Article 27 Mandatory Subjects.

Tentatively Agreed To:

For the Union:

DocuSigned by:  
  
08A6CB801091432...  
9/30/2022

For the Employer:

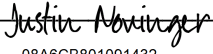
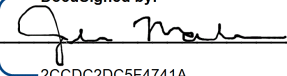
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9/30/2022





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Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by:  08A6CB801091432... 9/30/2022</p>	<p>For the Employer:</p> <p>DocuSigned by:  2CCDC2DC5F4741A... 9/30/2022</p>
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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
THE SERVICE EMPLOYEES INTERNATIONAL UNION 1199NW**

**SIDE LETTER C – U-PASS**

July 1, ~~2019~~2023

The parties agree to the following regarding U-PASS:

Effective ~~July 1, 2019~~July 1, 2023, ~~permanent employees in the~~all bargaining unit employees will not be charged a fee for a U-PASS.

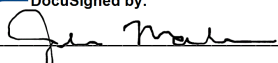
This Side Letter expires on June 30, ~~2023~~2025.

Tentatively Agreed To:

For the Union:

DocuSigned by:  
  
08A6CB801091432...  
9/30/2022

For the Employer:

DocuSigned by:  
  
2CCDC2DC5F4741A...  
9/30/2022

**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:

<u>During</u>	<u>Paid Vacation Days</u>
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
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.

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

4  
5                   ~~11.3 Vacation Time Off - Accumulation Excess.~~

6  
7                   ~~Vacation time off may be accumulated to a maximum of thirty working days (240 hours).~~  
8                   ~~However, there are two methods which allow vacation leave to be accumulated above~~  
9                   ~~the maximum:~~

10  
11                   ~~(1) If an employee's request for vacation leave is denied by the employing official, then~~  
12                   ~~the maximum of thirty (30) working days accrual shall be extended for each month~~  
13                   ~~that the leave is deferred provided a statement of necessity justifying the denial is~~  
14                   ~~approved by the Personnel Officer.~~

15  
16                   ~~(2) As an alternative to subsection (1) of this section, employees may also accumulate~~  
17                   ~~vacation leave in excess of thirty days as follows:~~

18  
19                   ~~(a) An employee may accumulate the vacation time off days between the time~~  
20                   ~~thirty (30) days is accrued and their Time Off Service Date (anniversary date~~  
21                   ~~of state employment).~~

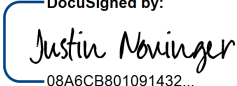
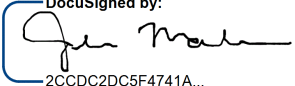
22  
23                   ~~(b) Such accumulated time off shall be used by the anniversary date and at a time~~  
24                   ~~convenient to the employing institution/agency. If such leave is not used prior~~  
25                   ~~to the employee's anniversary date, such leave shall be automatically~~  
26                   ~~extinguished and considered to have never existed.~~

27  
28                   ~~(b) Such leave credit accumulated shall never, regardless of circumstances, be~~  
29                   ~~deferred by the employing institution/agency by filing a statement of necessity~~  
30                   ~~described in subsection (1) of this section.~~

31  
32                   ~~11.4 Vacation Time Off - Cash Payment.~~

33  
34                   ~~Bargaining unit members who have completed six (6) continuous months of employment~~  
35                   ~~and who separate from service by resignation, layoff, dismissal, retirement or death are~~  
36                   ~~entitled to a lump sum cash payment for all unused vacation time off. In the case of~~  
37                   ~~voluntary resignation, an employee may be required to provide fourteen (14) calendar~~  
38                   ~~days' notice to qualify for such lump sum cash payment. Vacation time off payable under~~  
39                   ~~this section shall be computed and paid as prescribed by the Office of Financial~~  
40                   ~~Management. No contributions are to be made to the Department of Retirement~~  
41                   ~~Systems for lump sum payment of excess vacation leave accumulated nor shall such~~  
42                   ~~payment be reported to the Department of Retirement Systems as compensation.~~

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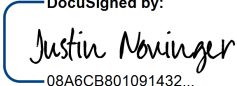
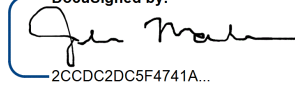
Tentatively Agreed To:	
For the Union:	For the Employer:
DocuSigned by:  08A6CB801091432...	DocuSigned by:  2CCDC2DC5F4741A...
Justin Novinger	Jennifer Mallahan
Date: 9/30/2022	Date: 9/30/2022

**~~MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
THE SERVICE EMPLOYEES INTERNATIONAL UNION 1199NW~~**

**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 15, 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.~~

Tentatively Agreed To:	
For the Union:	For the Employer:
<p>DocuSigned by:    <small>08A6CB801091432...</small></p>	<p>DocuSigned by:    <small>2CCDC2DC5F4741A...</small></p>
Justin Novinger	Jennifer Mallahan
Date: 9/30/2022	Date: 9/30/2022

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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE UNIVERSITY OF WASHINGTON (UNIVERSITY)**

**AND**

**THE SERVICE EMPLOYEES INTERNATIONAL UNION 1199NW**

**MOU: INTERMITTENT, NONPERMANENT, AND REPRESENTED TEMPORARY EMPLOYEES**

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

**A. Transition of employees:**

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

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



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

Tentatively Agreed To:

For the Union:

For the Employer:

DocuSigned by:  
*Justin Nowinger*  
08A6CB801091432...

DocuSigned by:  
*[Signature]*  
2CCDC2DC5F4741A...

Date: 9/30/2022

Date: 9/30/2022

For the Union:

Date:

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**~~MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
THE SERVICE EMPLOYEES INTERNATIONAL UNION 1199NW~~**

**MOU: LUMP SUM PAYMENT**

~~During re-opener 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.~~

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by: <i>Justin Novinger</i> 08A6CB801091432...</p> <hr/> <p>9/30/2022</p>	<p>For the Employer:</p> <p>DocuSigned by: <i>[Signature]</i> 2CCDC2DC5F4741A...</p> <hr/> <p>9/30/2022</p>
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1 **MEMORANDUM OF UNDERSTANDING**  
2 **BETWEEN**  
3 **THE UNIVERSITY OF WASHINGTON (UNIVERSITY)**  
4 **AND**  
5 **THE SERVICE EMPLOYEES INTERNATIONAL UNION 1199NW**  
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7 **MOU – TEMP HOURLY RNS**

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

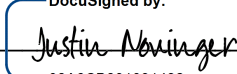
11  
12 ~~A. Kelly Delahunty (EID 821001894) will be paid the equivalent of Step J on pay~~  
13 ~~scale table B2 which is currently \$45.25/hour.~~

14  
15 ~~B. Marcy Brighton (EID 873003788) will be paid the equivalent of Step J on pay~~  
16 ~~scale table B2 which is currently \$45.25/hour.~~

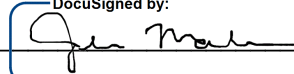
17  
18 ~~This agreement will expire upon implementation.~~  
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Tentatively Agreed To:

For the Union:

DocuSigned by:  
  
08A6CB801091432...  
9/30/2022

For the Employer:

DocuSigned by:  
  
2CCDC2DC5F4741A...  
9/30/2022

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE UNIVERSITY OF WASHINGTON (UNIVERSITY)**

**AND**

**THE SERVICE EMPLOYEES INTERNATIONAL UNION 1199NW**

**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~~

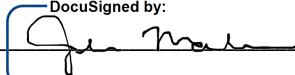
2. ~~Within 90 days of the agreement, the Employer will provide each newly accreted member with thirty (30) minutes of paid release time to attend a Union orientation meeting. If the meeting is held virtually, the Employer will provide thirty (30) minutes of paid release time for a Union Delegate to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

DocuSigned by:  
  
 \_\_\_\_\_  
 08A6CB801091432...  
 Date: 9/30/2022

For the Employer:

DocuSigned by:  
  
 \_\_\_\_\_  
 2CCDC2DC5F4741A...  
 Date: 9/30/2022

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
THE SERVICE EMPLOYEES INTERNATIONAL UNION 1199NW**

**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 provide 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.~~

Tentatively Agreed To:

For the Union:

DocuSigned by:  
*Justin Novinger*  
08A6CB801091432

Justin Novinger

Date: 9/30/2022

For the Employer:

DocuSigned by:  
*Jennifer Mallahan*  
2CCDC2DC5E4741A

Jennifer Mallahan

Date: 9/30/2022

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
THE SERVICE EMPLOYEES INTERNATIONAL UNION 1199NW**

**SIDE LETTER E – PFML COMMUNICATION**

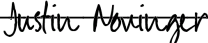
~~The parties have agreed to amend the 2021-2023 CBA as follows:~~

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

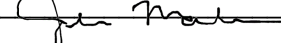
~~This Side Letter expires June 30, 2022.~~

Tentatively Agreed To:

For the Union:

DocuSigned by:  
  
08A6CB801091432...  
9/30/2022

For the Employer:

DocuSigned by:  
  
2CCDC2DC5F4741A...  
9/30/2022

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