

COLLECTIVE BARGAINING AGREEMENT ADDENDUM

By and Between the

UNIVERSITY OF WASHINGTON

AND

SEIU DISTRICT 1199 NORTHWEST  
HOSPITAL AND HEALTH CARE EMPLOYEES UNION

FOR THE

RESEARCH/HALL HEALTH REGISTERED NURSE BARGAINING UNIT

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**RESEARCH/HALL HEALTH REGISTERED NURSE BARGAINING UNIT ADDENDUM**

Only the language of the following articles in this addendum applies to the Research/Hall Health Registered Nurse Bargaining Unit in SEIU 1199 Northwest Hospital and Health Care Employees Union, 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.

**ARTICLE 1 – PURPOSE**

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

**ARTICLE 2 – NONDISCRIMINATION**

- 2.1 Policy. Neither the Employer nor the Union shall discriminate against any employee who may be a qualified disabled individual, a disabled veteran or a veteran of the Vietnam era or because of race, religion, color, national origin, creed, sex, age, marital status, political affiliation or sexual orientation, or membership or non-membership in the Union.
- 2.2 Sexual Harassment. Prohibited sex discrimination includes sexual harassment, defined as the use of one's authority or power, either explicitly or implicitly, to coerce another into unwelcome sexual relations or to punish another for his/her refusal, or as the creation of an intimidating, hostile, or offensive working or educational environment.
- 2.3 A discrimination complaint may be filed with the University Complaint and Investigation and Resolution Office (UCIRO) and/or as a grievance in accordance with Article 27 of this Agreement. Employees may also file discrimination complaints with appropriate federal or state agencies. The parties agree to encourage the filing of discrimination complaints through the University Complaint Investigation and Resolution Office (UCIRO).

**ARTICLE 3 – AFFIRMATIVE ACTION**

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

**ARTICLE 4 – RECOGNITION/EMPLOYER**

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

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

#### **ARTICLE 5 – UNION REPRESENTATIVE, DUES DEDUCTION, ACTIVITIES**

- 5.1 Staff Representative. 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.
- 5.2 Dues Deduction. The Employer shall provide for payroll deduction of uniform union dues for employees in the bargaining units on the monthly payroll upon written authorization by the individual employee. Recognized payroll deduction authorization cards which are submitted to the Employer's Payroll Office by the 15th day of the month shall become effective as of the first day of the same month.

Employees who move to a position in another bargaining unit represented by the Union will have their Union deduction continued when it is a condition of employment in the new position. When an employee covered by this contract moves to a position that is not covered by this contract, fees 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 or fees.

- 5.3 Union Delegates. Union delegates are University employees who are members of the bargaining units. The Employer recognizes the right of the Union to designate four (4) delegates

A Union delegate who is a bargaining unit employee and is processing a grievance in accordance with the Grievance Procedure shall be permitted reasonable time to assist in the resolution of recognized employee grievances on the Employer's property without loss of pay or recorded work time. Time off for processing grievances which have been filed shall be granted to a Union delegate by supervision following a request but in consideration of any job responsibilities. If permission for time off cannot be immediately granted, the supervisor will arrange for time off at the earliest possible time thereafter or the Employer and Union representative may provide for a Union delegate outside the area of jurisdiction to assist in the Grievance Process.



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

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

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

- 5.4 Rosters. On a monthly basis the Employer shall provide to the Union an electronic list of new employees, terminated employees, and employees moving into the bargaining units. The list will include the employee's name, appointing department, home department, job class, FTE status, employment date, mailstop and employee identification number.

On a quarterly basis the Union will be provided with an electronic list of all bargaining unit employees. The list shall include the employee's name, employee identification number, appointing department, home department (unit or base), job class, FTE status, employment date and mail stop.

On a quarterly basis, the Union will be provided a list of the home addresses of bargaining unit employees.

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

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

- 5.7 Union Shop. The Employer shall notify each employee hired into the bargaining units of the Union shop requirement. The Union shop requirement will be defined as the obligation, beginning no later than the 30<sup>th</sup> day following the beginning of employment, to become a member of the Union and pay membership dues, pay an agency fee equal to membership dues, pay a representation fee established by the Union in accordance with applicable law, or pay a non-association fee (see Article 36 Non-association Fee Process).

Failure by an employee to abide by the aforementioned provision of this Article shall constitute just cause for discharge. The Employer, however, has no duty to act until the Union makes an appropriate written request for discharge and verifies (by forwarding to the Employer a copy of the written notification to the employee) that the employee

received written notification from the Union regarding violation of Union shop requirements. Written notification to the employee from the Union shall indicate the amount owing, method of calculation if appropriate, and that non-payment will result in discharge by the Employer.

- 5.8 Meeting Facilities. The Union shall be permitted to use designated University facilities for meetings of the local unit, with or without Union staff present, provided sufficient advance notice is given to the Employer and space is available on the date requested. Such meetings shall be for professional purposes and shall be held during the employees' own free time.
- 5.9 Storage Space. Storage space shall be made available for the use of the local unit.
- 5.10 Delegate Training. During each year of this Agreement, the Union may use up to 16 hours of paid release time to participate in delegate training sponsored by the Union accordingly: eight (8) hours for one (1) Research RN and one (1) Hall Health RN.

The Union shall submit to the Office of Labor Relations and affected departments at least four (4) weeks in advance, the names of those delegates who will be eligible for each training course.

Time off for these purposes shall be approved in advance by the employee's supervisor and will be contingent upon the supervisor's ability to provide proper work coverage during the requested time off.

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

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

**ARTICLE 6 – BARGAINING UNIT CLASSES/DEFINITIONS**

6.1 Classes. Current classes included in the bargaining units covered by this contract are as follows:

(a) Research Nurse/Hall Health Bargaining unit

Pay Table BR  
(8910) Registered Nurse 2 (Hall Health Staff Nurses)  
(8911) Registered nurse 3 (Hall Health Staff Nurses)

Pay Table BW  
(8905) Research Registered Nurse 1  
(8906) Research Registered Nurse 2

6.2 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.

6.3 Part-Time Employees. An employee who is classified staff and who is regularly scheduled to work a minimum of twenty (20) hours in a seven (7) day period or forty (40) hours in a fourteen (14) day period. Such employees receive prorated salaries and benefits.

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

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

The employer will provide quarterly reports to the Union on the use of Per Diem/hourly employees employed during the quarter, by unit, and number of hours worked in the quarter.

6.5 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.

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

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

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

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

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

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

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

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

Research/Hall Health Bargaining Unit

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

- 6.9 Certification

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

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

- 7.1 Work Day. The standard work day for an employee assigned to the first, second, or third shifts, shall consist of eight (8) hours work to be completed within eight and one-half (8-1/2) consecutive hours with a thirty (30) minute meal period on the employee's own time if

relieved of his/her duties during this period. The employee shall be allowed thirty (30) minutes to eat his/her meal during the shift. Employees required to remain on duty during their meal period shall be compensated for such time at the appropriate rate of pay. Employees are expected to make a good faith effort to communicate with the appropriate person in charge to problem solve so that they can help facilitate a rest and meal break.

The standard work day for a Registered Nurse employed at Hall Health shall be 8 a.m. – 5 p.m. with a 60 minute unpaid meal period.

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

Other work schedules may be instituted in the future which would be mutually acceptable to supervision and the employees concerned.

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

- 7.2 Work Week/Period. A standard work week shall consist of forty (40) hours of work within seven (7) days, or eighty (80) hours within a fourteen (14) day period according to mutual agreement between the Employer and individual employee.
- 7.3 Research/Hall Health Bargaining Unit Overtime. Both the Employer and Union concur that overtime shall be minimized.
- (a) Research Registered Nurse 1 and 2's will accrue overtime for hours worked in excess of 80 hours in the 80 hour work period. The employee is not eligible for daily overtime or compensatory time at 1.5x accrual rate unless hours worked exceed 80 hours in an 80 hour work period. Scheduled hours within the 80 hour work period may be adjusted in accordance with patient and departmental needs. In case overtime is required by supervision, volunteers will be sought first when practicable. Overtime work must be approved in advance by the Employer and shall be paid at the rate of one and one-half times the employee's straight time hourly rate, or double time for registered nurses as appropriate.
- (b) Hall Health Registered Nurses. In case overtime is required by supervision, volunteers will be sought first when practicable. Time worked beyond the regularly scheduled shift in one day, the standard week in one seven (7) day period, or eighty (80) hours within a fourteen (14) day period as defined above shall be considered overtime. Overtime will be for hours worked in excess of the regularly scheduled shift of eight (8) hours of more, per the standard Hall Health shift described in Article 7.1 of this Addendum. Sick leave paid for will not count toward the calculation of overtime.

Overtime work must be approved in advance by the Employer and shall be paid at the rate of one and one-half times the employee's straight time hourly rate, or double time for registered nurses as appropriate.

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

7.5 Rest Between Shifts for Registered Nurses Hall Health.

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

## **ARTICLE 8 – EDUCATIONAL AND PROFESSIONAL DEVELOPMENT**

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

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

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

requirements for approval. Employees shall be expected to incorporate new learning into job performance.

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

### 8.3 Elective Educational and Professional Leave.

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

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

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

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

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

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

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



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

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

## **ARTICLE 9 – SALARIES/PAY ITEMS**

- 9.1 Research/Hall Health Bargaining Unit. Research RN 1 will be placed on the BW Pay table at Pay Range 1. Research RN 2 will be placed on the BW Pay table at Pay Range 2. Employees working in the Registered Nurse 2 position in the Hall Health Clinic will be placed on the BR Pay Table, Range 2. Employees working in the Registered Nurse 3 position in the Hall Health Clinic will be placed on the BR Pay Table, Range 3.
- 9.2 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.
- 9.3 Periodic Increments (Salary Step Increments). Annually the salary of employees covered by this Agreement will be increased by one step on the employee's periodic increment date until the employee has reached the top step of the appropriate salary range. For purposes of periodic salary step increases, the periodic increment 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 in any calendar month, or exceeds ten (10) consecutive working days, the periodic increment 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 periodic increment date.

When an employee returns from layoff status, the periodic increment 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.

## **ARTICLE 10 – TUITION EXEMPTION PROGRAM**

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

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

### **ARTICLE 11 – PREMIUM PAY**

- 11.1 **Shift Premium.** Employees assigned to work the second (3:00 pm – 11:00 pm) shift shall be paid a shift differential in accordance to Appendix III Salary Schedules and Premiums 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 Appendix III Salary Schedules and Premiums 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 11.1 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.

- 11.2 Nurses meeting the definition of Charge Nurse in Article 6.8 shall receive charge nurse pay.

**Research/Hall Health Bargaining Unit RNs.** Article 11.2 shall not apply to those employees in the Research/Hall Health bargaining unit employed in the Research Nurse 1 and/or Research Nurse 2 position.

- 11.3 **Standby Premium.** Off-duty standby assignments shall be determined in advance by supervision. Volunteers will be used for standby assignment when practicable. Standby premiums for employees placed on standby off the University premises are in Appendix III – Salary Schedules and Premiums.

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

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

- 11.5 Temporary Assignment to a Higher Position. Whenever an employee is temporarily assigned in writing by the Employer to regularly perform the principal duties of a higher level position for a period of five or more scheduled working days within the employee's standard work period as specified in Article 7, Section 2, he/she shall be compensated at a salary which represents a two step increase beyond the employee's current step for such period of assignment. Said increase shall be paid beginning with the first day and to include the days working such assignment. Such assignments must be by mutual agreement.

## **ARTICLE 12 – EMPLOYMENT PRACTICES**

- 12.1 Re-employment. For purposes of accrual of benefits, employees covered by this agreement who are re-employed will be treated as newly hired except that an employee who has been laid off because of lack of funds or curtailment of work and who is re-employed within twenty-four months (plus a twelve month extension if requested) shall be entitled to previously accrued benefits and placement on the salary schedule which he/she had at the time of layoff.
- 12.2 Personnel File. An employee shall have access to his/her own personnel file for review in the office upon written request to the University's Human Resources Office. The Employer may remove any documents in a probationary employee's file which were obtained through assurances of confidentiality to a third party at the time of original appointment.

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

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

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

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

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

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

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

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

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

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

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

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

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

- 12.9 Delegation of Nursing Care. The Union and the Employer acknowledge that the professional nurse is responsible for determining the competency and skill of all persons to whom they delegate a task. The nurse may determine not to delegate such tasks in accordance with the Nurse Practice Act.
- 12.10 Payroll Errors. Recognizing the importance of employees receiving correct pay, the Medical Center intends to correct payroll errors as soon as possible but will correct payroll errors of \$50.00 or more within 5-7 working days.
- 12.11 Contracting Out. The University will not contract out work which results in the layoff of bargaining unit employees who are employed prior to the time of the execution or renewal of the contract. It is the intent of the Employer to minimize the employment of agency and traveler personnel. The Employer will continue its efforts to recruit and retain a broad base of regular full-time and part-time employees.

### **ARTICLE 13 – HOLIDAY AND VACATION SCHEDULE**

- 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: (Martin Luther King Jr.'s Birthday)	Veteran's Day
Third Monday of February: (Presidents' Day)	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
	Personal Holiday

The Employer may designate other days to be observed in lieu of the above holidays.

The University of Washington designated holiday schedule will apply to employees normally having holidays off who are assigned to fixed Monday through Friday work patterns. If required to work on the designated holiday, holiday pay (time and one-half – 1 ½) will apply to the shifts in which the majority of hours occur on the designated holiday.

Employees who are assigned to other work patterns normally including holidays will receive holiday pay for the shifts on which the majority of hours occur on the actual holiday (e.g. Christmas is December 25; New Year's, January 1; Veterans Day, November 11) regardless of the day of the week or designated University of Washington holiday.

#### **Personal Holiday.**

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

- (a) The employee has been continuously employed by the institution for more than four (4) months;
  - (b) The employee has given not less than fourteen (14) calendar days written notice to the supervisor; provided, however, the employee and the supervisor may agree upon an earlier date; and
  - (c) The number of employees selecting a particular day off does not prevent providing continued public service.
- (2) Entitlement to the holiday will not lapse when denied under (1) (c) above.
- (3) Full-time employees shall receive eight (8) hours of regular holiday pay for the personal holiday. Any differences between the scheduled shift for the day and eight (8) hours may be adjusted by use of vacation leave, use or accumulation of compensatory time as appropriate, or leave without pay.
- (4) Part-time classified employees shall be entitled to the number of paid hours on a personal holiday that their monthly schedule bears to a full time schedule.

13.2 Vacation Leave. 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 and 4th years	14
5th - 9th years	15
10th year	16
11th year	17
12th year	18
13th year	19
14th year	20
15th year	21
16th year	22

13.3 Vacation Leave - Use.

- (1) Vacation leave may not be taken until an employee has completed six (6) months of continuous employment. An employee bringing an accrued balance from another state agency may use the previously accrued vacation leave during the institutional probationary or trial service period.
- (2) All requests for vacation leave must be approved by the employing official or designee in advance of the effective date unless used for emergency child care as provided in Article 15.12.
- (3) Vacation leave 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, leave will be scheduled in accordance

with the wishes of the employee in any amount up to the total of his/her earned leave credits.

- (4) Paid vacation leave 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.

Vacation Leave - Accumulation-Excess.

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

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

Vacation Leave - Cash Payment.

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

## **ARTICLE 14 – LEAVES OF ABSENCE**

14.1 Leave Procedure. All leaves as delineated in Sections 2 through 11 below are to be requested from the Employer in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer, or respective designee, within 30 days.

14.2 Parental Leave and Family Medical Leave Act (FMLA).

### 14.2.1 Parental Leave

1. Parental leave shall be granted to a permanent employee because of the birth of a child of the employee and in order to provide care, or because of the placement of a child with the employee for adoption or foster care.
  - a. Parental leave shall not total more than four (4) months, including the twelve (12) workweeks provided in 15.2.2, unless additional time is granted by the Human Resources official.
  - b. Requests for up to four (4) months of parental leave that exceed the provisions of 15.2 may be denied on the basis of operational necessity.
  - c. Parental leave must be taken during the first year following the child's birth or placement of the child with the employee for adoption or foster care.
2. Parental leave may be a combination of the employee's accrued vacation leave, sick leave up to ten (10) days, personal holiday, compensatory time, and leave of absence without pay.
3. The employee shall submit a written request for parental leave to the employing official or designee and must receive the approval of both the employing official and the Human Resources official.
  - a. The employee shall provide not less than thirty (30) days notice, except that if the child's birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide notice as is practicable.
  - b. Within ten (10) working days of the receipt of the request, the institution shall provide the employee with a written response and, if the leave is denied, rationale supporting the operational necessity.
4. If necessary due to continued approved parental leave, the employee shall be allowed to use eight (8) hours per month of the accrued paid leave identified in subsection (2) of this section for up to four months, including the twelve workweeks provided in 15.2.2, during a parental leave of absence without pay to provide for continuation of benefits as provided by the public employees' benefits board. The employer shall designate on which day of each month the eight (8) hours' paid leave will be used.

### 14.2.2 Family Medical Leave Act (FMLA)

1. An employee is entitled to family medical leave-serious health condition during any twelve-month period. The employer may change the twelve-month period for FMLA



from the current calendar year definition to a rolling twelve (12) month period and will notify the union if such a change is made, and will be in compliance with all applicable laws and regulations.

2. For leave under the FMLA, the Employer may require that employees use a portion of their accrued but unused paid leave subject to the following:
  - a. The Employer will not require the use of paid leave such that it would result in the employee having fewer than eighty (80) hours of accrued vacation leave or eighty (80) hours of accrued sick leave, counted separately, upon return to work.
  - b. Vacation and sick leave that has been requested and approved prior to the request for the use of FMLA will not be considered under (a) above when requiring employees to use leave during FMLA-covered leave.
  - c. Employees may choose to use all of their accrued but unused paid leave during FMLA leave.
3. The institution shall maintain health care coverage during FMLA leave granted under 15.2.2, in accordance with the requirements of the public employee's benefits board. As specified in the federal Family and Medical Leave Act of 1993, the institution may recover the premium for maintaining coverage during the period of unpaid parental leave if the employee does not return to work.

#### 14.3 Disability Leave.

- (1) Disability leave shall be granted for a reasonable period to a permanent employee who is precluded from performing his/her job duties because of a disability (including those related to a pregnancy or childbirth). Disability includes a serious health condition of the employee as provided in the federal Family and Medical Leave Act of 1993.
- (2) An employee is entitled to a total of twelve (12) workweeks for disability leave, parental leave, and family medical leave-serious health condition during any twelve-month period. The employer may change the twelve-month period for FMLA from the current calendar year definition to a rolling twelve (12) month period and will notify the union if such a change is made, and will be in compliance with all applicable laws and regulations.
- (3) In any case in which the necessity for leave is foreseeable based on planned medical treatment, the employee shall provide not less than thirty (30) days' notice, except that if the treatment requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable.
- (4) The disability and recovery period shall be as defined and certified by the employee's licensed health care provider. The employee shall provide, in a timely manner, a copy of such certification to the employer.
- (5) Certification provided under this section shall be sufficient if it states:
  - (a) The date on which the serious health condition commenced;

- (b) The probable duration of the condition;
  - (c) The appropriate medical facts within the knowledge of the health care provider regarding the condition;
  - (d) A statement that the employee is unable to perform the essential functions of his/her position.
- (6) The employer may require, at its expense, that the employee obtain the opinion of a second health care provider designated or approved by the employer. The health care provider shall not be employed on a regular basis by the employer.
- (7) In any case in which the second opinion differs from the original certification, the employer may require, at its expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be final and binding.
- (8) The employer may require that the employee obtain subsequent recertifications on a reasonable basis.
- (9) Disability leave may be a combination of sick leave, vacation leave, personal holiday, compensatory time, and leave of absence without pay and shall be granted at the written request of the employee. The combination and use of paid and unpaid leave during a disability leave shall be per the choice of the employee unless the leave is pursuant to FMLA. Disability leave under the FMLA, the Employer may require that employees use a portion of their accrued but unused paid leave subject to the following:
- (a) The Employer will not require the use of paid leave such that it would result in the employee having fewer than eighty (80) hours of accrued vacation leave or eighty (80) hours of accrued sick leave, counted separately, upon return to work.
  - (b) Vacation and sick leave that has been requested and approved prior to the request for the use of FMLA for disability leave will not be considered under (a) above when requiring employees to use leave during FMLA-covered disability leave.
  - (c) Employees are encouraged to work with their supervisors to agree on a leave use rate that will consider the employee's historical leave usages, such as the need to retain additional hours for later health leaves.
  - (d) Employees may choose to use all of their accrued but unused paid leave during disability leave.
- (10) The institution shall maintain health care coverage during disability leave granted under 15.3(2), in accordance with the requirements of the public employee's benefits board. As specified in the federal Family and Medical Leave Act of 1993,

the institution may recover the premium for maintaining coverage during the period of unpaid disability leave if the employee does not return to work.

- (11) If necessary due to continued disability, the employee shall be allowed to use eight (8) hours of accrued paid leave per month for up to four (4) months, including the twelve (12) workweeks provided in 15.3(2), to provide for continuation of benefits as provided by the public employee's benefits board. The employer shall designate on which day of each month the eight (8) hours paid leave will be used.

14.4 Military Leave. Military training leave and military leave without pay shall be granted in accordance with applicable law.

In accordance with applicable State and Federal law, leave to serve in the military shall be granted without pay and will not be considered part of the employee's annual leave time unless the employee requests to use annual leave. Upon return from military leave and following the employee's request for reinstatement in accordance with applicable State and Federal law, the employee shall be reinstated to his/her former position or to the position the employee would have held had the employee's continuous employment not been interrupted. Upon reinstatement, the employee will be placed on the salary and vacation accrual scales at the level the employee would have been had the employee been continuously employed.

14.5 Leave of Absence.

- (1) Leave of absence without pay may be allowed for any of the following reasons:
  - (a) Conditions applicable for leave with pay;
  - (b) Disability leave;
  - (c) Educational leave;
  - (d) Leave for government service in the public interest;
  - (e) Parental leave;
  - (f) Child care emergencies;
  - (g) To accommodate annual work schedules of employees occupying cyclic year positions.
- (2) Requests for leave of absence without pay must be submitted in writing to the employing official or designee and must receive the approval of both the employing official and Human Resources.
- (3) Leave of absence without pay extends from the time an employee's leave commences until he/she is scheduled to return to continuous service, unless at the employee's request the employing official and the Human Resources official agree to an earlier date.
- (4) Vacation leave and sick leave credits will not accrue during a leave of absence without pay which exceeds ten (10) working days in any calendar month.

- (5) A classified employee taking an appointment to an exempt position shall be granted a leave of absence without pay, with the right to return to his/her regular position, or to a like position at the conclusion of the exempt appointment; provided application for return to classified status must be made not more than thirty (30) calendar days following the conclusion of the exempt appointment.
- (6) After six months of continuous employment, permission may be granted for leave of absence without pay for up to one year of study, without loss of accrued benefits. An employee shall not incur any reduction in pay when participating in an educational program at the request of the employer.
- 14.6 Leave of Absence-Duration. Leave of absence without pay shall not exceed twelve (12) months except for educational leave which may be allowed for the duration of actual attendance and leave for government service in the public interest. Leave of absence without pay may be extended for an additional twelve (12) months upon signed request of the employee and signed approval of the employing official or designee and the Human Resources official. Additional leave of absence without pay may be approved by the Human Resources official.
- 14.7 Civil Duty Leave. Leave of absence with pay shall be granted employees to serve on jury duty, as trial witnesses, or to exercise other subpoenaed civil duties.
- 14.8 Anniversary Date. Leave with pay shall not alter an employee's anniversary date of employment or otherwise affect his/her compensation or status with the Employer.
- Leave without pay for a period of ten (10) working days or less shall not alter an employee's anniversary date of employment or the amount of vacation pay or sick leave credits which would otherwise be earned by him/her.
- When a leave of absence without pay exceeds ten (10) working days in any calendar month, or exceeds ten (10) consecutive days, the date will be extended by one (1) month, except for Military Leave (Article 15.4) and Worker's Compensation Leave (Article 24).
- 14.9 Leave of Absence - Employee Rights. Employees returning from an authorized leave of absence shall be employed in the same position or in another position in the same class in the same geographical area and organizational unit, providing that such reemployment is not in conflict with Article 22 – Seniority, Layoff, Rehire.
- 14.10 Union Leave. Employees who intend to absent themselves from work for the purpose of attending and participating in Union business functions or programs such as meetings, conventions, seminars, or in other meetings called by the Union may do so under the following conditions:
- (a) Use accrued vacation leave in accordance with Article 14;
  - (b) Take leave of absence without pay in accordance with Article 15.7;
  - (c) Use accrued holiday compensatory or personal holiday time in accordance with Article 14;
  - (d) Use accrued compensatory time in accordance with departmental procedure.

The Union and/or the employee shall request approval from the affected employee's immediate supervisor at least one (1) week prior to the planned absence for approval.

14.11 Leave Due to Child Care Emergencies.

- (1) Absence due to child care emergencies, such as unexpected absence of regular care provider, unexpected closure of child's school, or unexpected need to pick up a child at school earlier than normal, shall be charged to one of the following:
  - (a) Compensatory time;
  - (b) Vacation leave;
  - (c) Sick leave;
  - (d) Personal holiday;
  - (e) Leave of absence without pay.
- (2) Use of any of the above leave categories is dependent upon the employee's eligibility to use such leave. Accrued compensatory time shall be used before any other leave is used.
- (3) Use of vacation leave, sick leave, and leave of absence without pay for emergency child care is limited to a maximum of three (3) days each per calendar year.
- (4) The employee upon returning from such leave shall designate in writing to which leave category the absence will be charged. For the purpose of this section, advance approval or written advance notice of vacation leave, personal holiday and/or leave of absence without pay shall not be required.

14.12 Domestic Violence Leave. Pursuant to state law, if an employee or family member is a victim of domestic violence, sexual assault or stalking, the employee may take reasonable leave from work, intermittent leave or leave on a reduced leave schedule to take care of legal or law enforcement needs to ensure the employee's or family member's health and safety. In addition, leave may be taken by the employee to seek medical treatment, mental health counseling and social services assistance for the employee or the employee's family member.

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

An employee may elect to use any combination of her/his accrued leave or unpaid leave. The Employer 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.

- 14.13 Military Spouse Leave. Pursuant to state law, up to fifteen (15) business days of leave will be granted to an employee whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. An employee who takes leave under this section may elect to substitute any accrued leave to which s/he is entitled. The employee must provide notice to Campus Human Resources within five (5) business days of receiving notice of call or order to active duty or notice that the employee's spouse will be on leave from deployment.
- 14.14 Faith and Conscience Leave. Leave without pay will be granted for holidays of faith and conscience for up to two (2) days per calendar year. Leave will be approved in accordance with WAC 82-56-020.

### **ARTICLE 15 – SICK LEAVE**

#### 15.1 Sick Leave - Accrual.

Full-time classified employees (pro-rated for part-time) shall accrue eight (8) hours of sick leave credit for each month of completed classified service. Paid sick leave may not be used in advance of accrual. Sick leave credits shall not accrue during a leave of absence without pay which exceeds ten (10) working days in any calendar month.

#### 15.2 Sick Leave - Use.

- (1) Sick leave shall be allowed an employee under the following conditions. The Employer reserves the right to require medical verification or appropriate proof when sick leave is requested for any reason listed below. The Employer will not make unreasonable requests for sick leave verification.
- (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, sister, or brother. Family member 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.
- 15.4 Bereavement Leave. Paid leave in addition to any other form of paid leave shall be granted for bereavement as follows: three (3) days of bereavement leave shall be granted for each death of a family member.
- 15.5 Sick Leave - Compensation for.
- (1) Employees shall be eligible to receive monetary compensation for accrued sick leave as follows:
    - (a) In January of each year, and at no other time, an employee whose year-end sick leave balance exceeds 480 hours may choose to convert sick leave hours earned in the previous calendar year minus those used during the year to monetary compensation.
      - (i) No sick leave hours may be converted which would reduce the calendar year-end balance below 480 hours.
      - (ii) Monetary compensation for converted hours shall be paid at the rate of 25% and shall be based upon the employee's current salary.
      - (iii) All converted hours will be deducted from the employee's sick leave balance.
    - (b) Employees who separate from state service due to retirement or death shall be compensated for their unused sick leave accumulation at the rate of 25%. Compensation shall be based upon the employee's salary at the time of separation. For the purpose of this subsection, retirement shall not include "vested out-of-service" employees who leave funds on deposit with the retirement system.
  - (2) Compensation for unused sick leave shall not be used in computing the retirement allowance; therefore no contributions are to be made to the retirement system for such payments, nor shall such payments be reported as compensation.
  - (3) An employee who separates from the classified service for any reason other than retirement or death shall not be paid for accrued sick leave.

- 15.6 Unexpected Absence: Advance Notification. Employees shall notify their Supervisor at least two hours in advance of the scheduled shift if unable to report for duty as scheduled. Employees shall notify their Supervisor at least two hours in advance of the scheduled shift if unable to report for duty as scheduled. Failure to notify the Supervisor and meet the minimum advance notice requirement may result in loss of paid sick leave for that day.
- 15.7 Reemployed Former Employees. Former eligible employees who are re-employed within three (3) years of their separation from service shall be granted all unused sick leave credits, if any, to which they were entitled at time of separation.
- 15.8 Use of Vacation Leave or Compensatory Time for Sick Leave Purposes. An employee who has used all accrued sick leave may be allowed to use accrued vacation leave and/or compensatory time off for sick leave purposes when approved in advance or authorized by the Employer.
- 15.9 Restoration of Vacation Leave. In the event of an incapacitating illness or injury during vacation leave, the Employer may authorize the use of sick leave and the equivalent restoration of any vacation leave otherwise charged. Such requests shall be in writing and medical verification may be required.
- 15.10 No Arbitrary Denial of Sick Leave. The parties agree that neither the abuse nor the arbitrary denial of sick leave will be condoned. The Employer and the Union agree to work cooperatively toward the resolution of mutually identified problems regarding the use of sick leave. The Employer may provide periodic updates to employees regarding their use of sick leave. Such updates will not be considered counseling or disciplinary.
- 15.11 Choice of Leave. In accordance with RCW 49.12 and WAC 296-130, employees shall be allowed to use any or all of their choice of sick leave or other paid time off to care for their: (a) child with a health condition that requires treatment or supervision or (b) spouse, parent, parent-in-law, or grandparent who has a serious health condition or an emergency condition. Employees shall not be disciplined or otherwise discriminated against because of their exercise of these rights.

## **ARTICLE 16 – COMMITTEES**

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



Research/Hall Health RN Bargaining Unit Committee. – Two (2) bargaining unit representatives, plus a Union representative and 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. The Committee may meet more or less frequently as mutually agreed upon between the parties but the Committee shall schedule on a predetermined basis a meeting every other month and otherwise 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 meeting will occur within thirty (30) days of such a request. The Union may bring one representative from each of the bargaining units impacted and the Employer will bring appropriate management staff to address the issue/subject. The scope of authority of the meeting and release time for employee representatives will be treated in a manner identical to the individual bargaining unit Joint Labor Management meetings.

## **ARTICLE 17 – EMPLOYEE FACILITIES**

Employee Facilities. Restrooms and attendant facilities shall be provided as required in the orders and regulations of the State of Washington Department of Labor and Industries. A good

faith effort will be made by the Employer to provide facilities for employees' personal belongings.

### **ARTICLE 18 – CLASSIFICATIONS**

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

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

### **ARTICLE 19 – RECLASSIFICATION**

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

- 19.3 Position Review Appeal Process. If the Union wishes to appeal the decision of the University, it may appeal to the Classification Review Hearing Officer within thirty (30) calendar days following the date of the University's written response.
- 19.4 Hearing Officer. The Hearing Officer shall be jointly selected by the parties within thirty (30) days of the execution of this contract and shall serve for a minimum of one (1) year from the date of selection. At that time the parties may choose to re-appoint the Hearing Officer or select a different Hearing Officer who will also serve for a minimum of one (1) year from date of selection.
- 19.5 Hearings. The Hearing Officer shall hold hearings on a quarterly basis unless there are no appeals to hear or the parties agree to pend any open appeals. All materials considered in the position review shall be submitted to the Hearing Officer prior to the hearing and neither party will submit evidence at the hearing that was not submitted during the position review. The Hearing Officer shall endeavor to hold multiple hearings each day, and shall issue a concise decision which shall be final and binding. The Hearing Officer shall have no authority to alter the terms and conditions of this contract. Employees may be represented at the hearing and will be released from work with no loss of pay to attend the hearing. The Hearing Officer's fees and expenses shall be shared equally by the parties.

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

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

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

- 20.2 Representation During Investigations.
- (a) Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes corrective action could result. The Employer will provide reasonable time to allow an employee to secure a representative.
  - (b) The role of the union representative in regard to Employer-initiated investigation is to provide assistance and counsel to the employee and not interfere with the Employer's right to conduct the investigation. Every effort will be made to cooperate in the investigation.

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

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

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

Step A - Informal, verbal counseling between employee and immediate supervisor. Supervisor may follow up in writing which may include an action plan, which shall not be placed in the employee's file.

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

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

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

Grievability/Arbitrability. Step A of the Corrective Action/Dismissal Process above is not grievable. Formal counseling may be grieved through Step Three Mediation of the grievance procedure only. Final counseling and dismissal may be grieved through every step of the grievance procedure beginning at Step Two.

- 20.5 Representation. All employees upon request shall be entitled to have a representative present during all steps of the Corrective Action/Dismissal Process. All employees upon request shall be entitled to have a representative present during meetings that are investigatory in nature and may reasonably be expected to result in implementation of the Corrective Action/Dismissal Process at Step B or higher.
- 20.6 Resignation. Permanent employees planning to resign shall make a good faith effort to give at least thirty (30) calendar days' notice of intention to terminate. All resignations shall be final unless the Employer agrees to rescind the resignation. The Employer's decision not to rescind a resignation shall not be grievable.
- 20.7 Investigations.
- A. If the Employer places an employee on administrative leave for investigatory purposes, the Employer will notify the employee prior to the onset of the leave of the subject of the investigation. At the conclusion of an investigation, where the Employer elects not to take corrective action, the employee will be provided with a notification that the investigation is completed and that no corrective action will be imposed.
- B. Upon request of the Union, if an investigation of employee lasts longer than sixty (60) days from the date the employee was interviewed, the Employer will provide an explanation to the Union of the current status of the investigation (for example: interviews still being conducted, drafting of investigative report, waiting for analysis of data), next steps and approximate timeframe for completion.
- 20.8 Off the Job Activities. The private and personal "off the job" lifestyle and activities of an employee shall not be legitimate grounds for disciplinary action initiated by the Employer except where such lifestyle or activities constitute a direct conflict of interest as set forth in RCW 42.18 or are directly detrimental to the employee's work performance.
- 20.9 RN3s. While RN3s may be involved in mentorship and feedback as well as employee evaluations, management will lead the corrective action process. RN3s can be present with management during the corrective action process.

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

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

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

- Continuous employment with the University of Washington

- FTE
- Years of nursing as determined by the NCLEX exam or foreign country equivalent.
- Total state service

Time spent on leave of absence without pay or on the rehire list shall not be included in computing seniority (layoff or non-layoff seniority) but does not constitute a break in service.

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

- 21.2 Military Service Credit. Permanent University employees who are veterans or their unmarried widows/widowers shall have added to their unbroken service the veteran's active military service to a maximum of five (5) years in accordance with applicable state and federal law.
- 21.3 Termination of Seniority. Seniority (layoff and non-layoff) shall terminate upon cessation of the employment relationship. Solely for the purpose of example, the following are set forth as events which evidence cessation of the employment relationship: discharge, resignation, retirement, removal from the rehire list in accordance with this Article, and failure to return from a leave of absence.
- 21.4 Essential Skills. Essential skills are the minimum qualifications listed in the job description for the classification and any specific position requirements, credentials, certifications or licenses.
- 21.5 Layoff. A layoff is defined as a permanent or prolonged reduction in the number of employees in a given bargaining unit resulting from a lack of funds, curtailment of work, and/or good faith reorganization for efficiency purposes.

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

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

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

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

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

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

Layoff unit

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



- d. Emergency Medicine
- e. Gastroenterology
- f. General Internal Medicine
- g. Gerontology and Geriatric Medicine
- h. Hematology
- i. Medical Genetics
- j. Metabolism, Endocrinology, and Nutrition
- k. Nephrology
- l. Oncology, Medical
- m. Pulmonary and Critical Care Medicine
- n. Rheumatology

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

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

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

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

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

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

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

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

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

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

- (1) If placement does not occur within twenty-four (24) months;
- (2) If the employee refuses two (2) offers of placement for a position having the same pay, shift and is within .2 FTE of the position from which the employee was laid off. In such case, the employee will be removed from all other rehire lists and will have exhausted all rehire rights;
- (3) If the employee was placed into two (2) vacant positions for which the employee has failed to complete the rehire trial period;
- (4) If the employee accepts an offer of placement and completes the rehire trial service period;
- (5) Employees who reject one (1) offer of placement from a list for a position in a classification other than that from which the employee was laid off will be removed from that list.

21.13 Other Layoff and Rehire Issues

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

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

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

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

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

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

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

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

FTE list posting for no less than ten (10) days. By the end of the posting period, each employee in units or departments subject to or impacted by restructure, will have submitted to the University of Washington a written list that identifies in rank order of preference (first to last) all available positions for which the employee is willing to work.

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

## **ARTICLE 22 – JOB POSTING & TRANSFER**

- 22.1 Hall Health Registered Nurses. Requests for a change in a Hall Health RN's primary unit should be discussed with the nurse manager and a written submission given to the manager. A good faith effort will be made to facilitate such a transfer where there is an operational need to do so and where an individual has the applicable knowledge, skills and ability.
- 22.2 Research/Hall Health Bargaining Unit. When a job opening occurs, it will be posted per current University of Washington procedure. An applicant's length of service will be a consideration on a transfer to a vacant position.

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

- 23.1 Employees who suffer a work related injury or illness that is compensable under the state worker's compensation law may select time loss compensation exclusively, leave payment exclusively or a combination of time loss compensation and accrued paid leave.
- 23.2 Employees taking sick leave during a period in which they receive worker's compensation under the industrial insurance provisions for a work related illness or injury shall receive full sick leave pay, less any industrial insurance payments for time loss during the sick leave period.
- (a) Until eligibility for worker's compensation is determined by the Department of Labor and Industries, the institution may pay full sick leave, provided that the employee shall return any overpayment to the institution when the salary adjustment is determined.
- (b) Sick leave hours charged to an employee who receives worker's compensation, as a result of the time loss shall be proportionate to that portion of the employee's salary paid by the institution during the claim period.

- 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.

#### **ARTICLE 24 – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

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

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

#### **ARTICLE 25 – PERFORMANCE OF DUTY**

- 25.1 The Employer and the Union acknowledge that this Agreement provides, through the Grievance Procedure contained therein, for an orderly settlement of grievances or disputes which may arise between the parties. Accordingly, the parties agree that the public interest requires the uninterrupted performance of all University services and to this end pledge to prevent or eliminate any conduct contrary to that objective. Therefore, during the life of this Agreement there shall be no work stoppage or any other form of concerted job action by employees in the bargaining units, nor will the Union authorize or condone such activity in form.
- 25.2 Should the employees engage in any unauthorized concerted action, a Joint Labor/Management Committee shall immediately convene and shall continue to meet until the dispute is settled, and the employees involved shall immediately return to work and continue working. Any employee who refuses to perform his/her work may be subject to disciplinary action.
- 25.3 There will be no strike or lockout regarding any matters pertaining to the contents of this Agreement.

- 25.4 Any action of the Employer in closing the University during any unauthorized concerted action, riot, or civil disturbance for the protection of the institution, its property, or its employees shall not be deemed a lockout.
- 25.5 Employees covered by this Agreement who would engage in any prohibited activity as defined above shall be subject to disciplinary action by the Employer, including discharge.

### **ARTICLE 26 – GRIEVANCE PROCEDURE**

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

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

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

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

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

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

(c) Concerns regarding corrective action may be filed as a grievance and processed per the grievability/arbitrability language in Article 20.4.

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

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

- 26.5 Time Limits. An extension of the time limitations as stipulated in the respective steps below, may be obtained by mutual consent of the parties. Failure of the Employer to comply with the time limitations due to negligence shall establish the right of the grievant to process the grievance to the next step or to submit the grievance to the next step. Failure of the grievant to comply with the time limitations due to negligence on his/her

part shall constitute withdrawal of the grievance. A grievance may be withdrawn at any time, in writing to the Employer, by the grievant. Withdrawal of a grievance shall close the matter, and it shall not be resubmitted.

- 26.6 Pay Status. An aggrieved employee and the Union Delegate shall be in a pay status during those working hours in which a grievance, a grievance mediation, or an arbitration hearing is held. Release time for additional employee representation shall be subject to approval by the Labor Relations Officer or designee when a group grievance is filed.
- 26.7 Employee Representation. The Union is the official representative for any individual employee or group of employees filing a grievance who wish to be represented. Individual employees or groups of employees who choose not to be represented by the Union may present grievances to management through Step Two of the grievance procedure only. Such grievances may be adjusted by management so long as the adjustment is not inconsistent with the collective bargaining agreement and the Union has had an opportunity to review such adjustments.
- 26.8 Procedure. The following shall be the formal grievance process. The parties are encouraged to meet informally to resolve issues that may be potential grievances at the lowest possible level of supervision. Such informal meetings will not be considered a step of the grievance process and will not stop the grievance timelines. If requested by the employee, a Union representative may be present.

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

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

If a satisfactory settlement is not reached, the employee or representative may submit the written grievance to Step 3 within fourteen (14) calendar days.

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

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

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

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

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

### **ARTICLE 27 – MANDATORY SUBJECT**

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

27.1 The Union may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. The Union will notify the Vice President of Labor Relations of any demands to bargain. 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, annual leave, or compensatory leave instead of leave without pay.
- B. No overtime will be incurred as a result of bargaining and/or preparation for bargaining.

### **ARTICLE 28 – HEALTH INSURANCE AND PENSION**

28.1 At the time of the new employee orientation the employee will be given information (including enrollment forms) as approved by the Public Employees Benefits Board, concerning medical, dental, vision, accident and long-term disability insurances, and information on the retirement plan. Questions concerning these benefits should be directed to the Benefits Office of the University of Washington.

- A. The Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected health care premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board annually for benefits in calendar year 2016 and calendar year 2017, respectively. The projected health care premium is the weighted average across all plans, across all tiers.
- B. The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability, and dental insurance coverage.

- C. Wellness. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Health Risk Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.

### **ARTICLE 29 – NEW EMPLOYEE ORIENTATION**

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

### **ARTICLE 30 – HEALTH AND SAFETY**

- 30.1 Benefits. The Employer shall bear the cost of and provide bargaining unit employees with:
- (a) At the beginning of employment and annually thereafter TB testing including chest x-rays where medically indicated. For employees working in high risk areas, TB testing shall be available on a six month basis. Before screening, all employees shall be counseled regarding anergy testing. When medically indicated, or upon the employee's request, appropriate anergy testing will be provided.
  - (b) Throat culture if requested by the employee and ordered by a physician.
  - (c) Vaccinations and immunizations provided by the University.
  - (d) Hepatitis B vaccine for all employees. At the employee's request the Employer shall provide an antibody test to ensure that the employee's antibody titer level is sufficient to protect against Hepatitis B infection. If medically indicated and upon request, the employee shall receive a booster.
  - (e) At the employee's request, the Employer will test for Hepatitis C using a test considered most reliable by the Employer.
  - (f) The Employer shall refer PPD converters for appropriate medical treatment at no cost to the employee.
- 30.2 Policies. It is the Employer's intent to make reasonable and proper provisions for the maintenance of appropriate standards of health and safety within the workplace. This shall include providing, and making available, safe medical devices, personal protective equipment, and applicable training, education and critical incident de-briefing. Training and education shall be made available during each shift and will be accessible to all employees. The Employer shall comply with applicable Federal and State health and safety legislation and regulations and has designated the University's Environmental Health and Safety Department to advise and monitor compliance with such standards. If

a resolution of any dispute pertaining to this section is not reached through the assistance of EH&S, a complaint may be filed with the Washington State Department of Labor & Industries whose findings shall be binding upon both parties.

- 30.3 Working Conditions. All work shall be performed in conformity with applicable health and safety standards. Employees are encouraged to immediately report any unsafe working condition to their supervisor. No employee shall be disciplined for reporting any such conditions nor be required to work or to operate equipment when he/she has reasonable grounds to believe such action would result in immediate danger to life or safety the final determination of which shall rest with the Environmental Health & Safety Department.
- 30.4 The Employer will provide TB conversion rate data and blood exposure incident summaries to the Health and Safety Committee.
- 30.5 Medical Devices. Employees wishing to suggest additional safety equipment or to raise issues with regard to current equipment (e.g. availability, training needs, effectiveness) are encouraged to raise such suggestions through management or with appropriate committees - Nursing QA & I, Health and Safety, Infection Control, or Product Evaluation.
- 30.6 Training/Education. The Employer shall provide an annual infection control/safety update on paid time for all employees in accordance with applicable statutes and regulations.

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

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

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

**ARTICLE 31 – SUBORDINATION OF AGREEMENT AND SAVING CLAUSE**

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

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

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

**ARTICLE 32 – COMPLETE AGREEMENT**

The parties acknowledge this contract is complete in itself and sets forth all the terms and conditions of the agreement between the parties hereto. Therefore, during the life of this contract neither party shall be required to bargain on personnel or other matters under the discretion of the University and not covered by this Agreement.

**ARTICLE 33 – DURATION OF AGREEMENT**

This Agreement shall become effective upon ratification and shall remain in full force and effect until June 30, 2017. Automatic renewal shall extend the terms of the Agreement for one year at a time, unless either party serves the other with written notice at least one hundred twenty (120) calendar days prior to the anniversary date of its intent to negotiate a new Agreement. Should such notice be served, bargaining shall commence within thirty (30) days following the date of the notice for the purpose of negotiating a new Agreement.

**ARTICLE 34 – SALARY AND PREMIUMS**

Job Code	Classification	Pay Table	Salary Range
8910	Registered Nurse 2 – Hall Health	BR	02
8911	Registered Nurse 3 – Hall Health	BR	03
8905	Research RN 1	BW	01
8906	Research RN 2	BW	02

**Research/Hall Health Bargaining Unit**

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

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

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

### **ARTICLE 35 – NON-ASSOCIATION FEE PROCESS**

An employee who asserts a right of non-association, based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member, will, as a condition of employment, pay a fee to either the Union's Fund (used to further the education of Union members and non-association status employees and their family members) or to a nonreligious charity or charities selected by the Union. The amount of the fee will be equal to the amount of regular dues. The employee will not be a member of the Union but is entitled to all the representation rights of a member of the Union.

- a. The employee will contact the Union, in writing, with his/her request for non-association. The request will contain the employee's name, address, the name and address of the church or religious body of which the employee is a member and the minister's/pastor's name. The Union will contact the church or religious body to verify that belonging to a Union is violation of a bona fide religious tenet or teaching of such church or religious body. Upon verification, the employee will be granted the right of non-association.
- b. Notwithstanding an employee's claim of exemption under this Section, the Employer will deduct the agency shop fee from the employee's salary pursuant to this Article.

### **ARTICLE 36 – PARKING AND TRANSPORTATION**

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

**PAYSCALE TABLE BR**  
**University of Washington - Contract Classified**  
**1199NW & AIRLIFT NORTHWEST REGISTERED NURSES**  
**Effective February 1, 2016**

Range 2				Range 3			
Step	Monthly Rate	Annual Rate	Hourly Rate	Step	Monthly Rate	Annual Rate	Hourly Rate
A	\$4,928	\$59,136	\$28.43	A	\$5,322	\$63,864	\$30.70
B	\$5,145	\$61,740	\$29.68	B	\$5,557	\$66,684	\$32.06
C	\$5,363	\$64,356	\$30.94	C	\$5,792	\$69,504	\$33.42
D	\$5,583	\$66,996	\$32.21	D	\$6,030	\$72,360	\$34.79
E	\$5,805	\$69,660	\$33.49	E	\$6,269	\$75,228	\$36.17
F	\$6,020	\$72,240	\$34.73	F	\$6,502	\$78,024	\$37.51
G	\$6,244	\$74,928	\$36.02	G	\$6,744	\$80,928	\$38.91
H	\$6,463	\$77,556	\$37.29	H	\$6,980	\$83,760	\$40.27
I	\$6,681	\$80,172	\$38.54	I	\$7,215	\$86,580	\$41.63
J	\$6,896	\$82,752	\$39.78	J	\$7,448	\$89,376	\$42.97
K	\$7,119	\$85,428	\$41.07	K	\$7,689	\$92,268	\$44.36
L	\$7,220	\$86,640	\$41.65	L	\$7,798	\$93,576	\$44.99
M	\$7,337	\$88,044	\$42.33	M	\$7,924	\$95,088	\$45.72
N	\$7,374	\$88,488	\$42.54	N	\$7,964	\$95,568	\$45.95
O	\$7,410	\$88,920	\$42.75	O	\$8,003	\$96,036	\$46.17
P	\$7,770	\$93,240	\$44.83	P	\$8,392	\$100,704	\$48.42
Q	\$7,847	\$94,164	\$45.27	Q	\$8,475	\$101,700	\$48.89
R	\$7,915	\$94,980	\$45.66	R	\$8,548	\$102,576	\$49.32
S	\$8,002	\$96,024	\$46.17	S	\$8,642	\$103,704	\$49.86
T	\$8,002	\$96,024	\$46.17	T	\$8,642	\$103,704	\$49.86
U	\$8,231	\$98,772	\$47.49	U	\$8,889	\$106,668	\$51.28
V	\$8,231	\$98,772	\$47.49	V	\$8,889	\$106,668	\$51.28
W	\$8,354	\$100,248	\$48.20	W	\$9,022	\$108,264	\$52.05
X	\$8,354	\$100,248	\$48.20	X	\$9,022	\$108,264	\$52.05
Y	\$8,521	\$102,252	\$49.16	Y	\$9,203	\$110,436	\$53.09
Z	\$8,521	\$102,252	\$49.16	Z	\$9,203	\$110,436	\$53.09
AA	\$8,691	\$104,292	\$50.14	AA	\$9,386	\$112,632	\$54.15
AB	\$8,691	\$104,292	\$50.14	AB	\$9,386	\$112,632	\$54.15
AC	\$8,865	\$106,380	\$51.14	AC	\$9,574	\$114,888	\$55.23

For the most current information regarding this payscale table,  
please refer to the UW Compensation Plan on the web at:  
[www.washington.edu/admin/hr/ocpsp/compensation](http://www.washington.edu/admin/hr/ocpsp/compensation)

**PAYSCALE TABLE BW**  
**University of Washington - Contract Classified**  
**1199NW RESEARCH NURSES**  
**Effective February 1, 2016**

Range 1			
Step	Monthly Rate	Annual Rate	Hourly Rate
A	\$4,563	\$54,756	\$26.33
B	\$4,764	\$57,168	\$27.48
C	\$4,966	\$59,592	\$28.65
D	\$5,169	\$62,028	\$29.82
E	\$5,375	\$64,500	\$31.01
F	\$5,574	\$66,888	\$32.16
G	\$5,781	\$69,372	\$33.35
H	\$5,984	\$71,808	\$34.52
I	\$6,186	\$74,232	\$35.69
J	\$6,385	\$76,620	\$36.84
K	\$6,592	\$79,104	\$38.03
L	\$6,685	\$80,220	\$38.57
M	\$6,794	\$81,528	\$39.20
N	\$6,828	\$81,936	\$39.39
O	\$6,861	\$82,332	\$39.58
P	\$7,194	\$86,328	\$41.50
Q	\$7,266	\$87,192	\$41.92
R	\$7,329	\$87,948	\$42.28
S	\$7,409	\$88,908	\$42.74
T	\$7,409	\$88,908	\$42.74
U	\$7,621	\$91,452	\$43.97
V	\$7,621	\$91,452	\$43.97
W	\$7,735	\$92,820	\$44.63
X	\$7,735	\$92,820	\$44.63

Range 2			
Step	Monthly Rate	Annual Rate	Hourly Rate
A	\$4,928	\$59,136	\$28.43
B	\$5,145	\$61,740	\$29.68
C	\$5,363	\$64,356	\$30.94
D	\$5,583	\$66,996	\$32.21
E	\$5,805	\$69,660	\$33.49
F	\$6,020	\$72,240	\$34.73
G	\$6,244	\$74,928	\$36.02
H	\$6,463	\$77,556	\$37.29
I	\$6,681	\$80,172	\$38.54
J	\$6,896	\$82,752	\$39.78
K	\$7,119	\$85,428	\$41.07
L	\$7,220	\$86,640	\$41.65
M	\$7,337	\$88,044	\$42.33
N	\$7,374	\$88,488	\$42.54
O	\$7,410	\$88,920	\$42.75
P	\$7,770	\$93,240	\$44.83
Q	\$7,847	\$94,164	\$45.27
R	\$7,915	\$94,980	\$45.66
S	\$8,002	\$96,024	\$46.17
T	\$8,002	\$96,024	\$46.17
U	\$8,231	\$98,772	\$47.49
V	\$8,231	\$98,772	\$47.49
W	\$8,354	\$100,248	\$48.20
X	\$8,354	\$100,248	\$48.20

Y	\$7,890	\$94,680	\$45.52
Z	\$7,890	\$94,680	\$45.52
AA	\$8,047	\$96,564	\$46.43
AB	\$8,047	\$96,564	\$46.43
AC	\$8,208	\$98,496	\$47.35

Y	\$8,521	\$102,252	\$49.16
Z	\$8,521	\$102,252	\$49.16
AA	\$8,691	\$104,292	\$50.14
AB	\$8,691	\$104,292	\$50.14
AC	\$8,865	\$106,380	\$51.14

**For the most current information regarding this payscale table,  
please refer to the UW Compensation Plan on the web at:  
[www.washington.edu/admin/hr/ocpsp/compensation](http://www.washington.edu/admin/hr/ocpsp/compensation)**



**MOU: HALL HEALTH NURSE SALARY STEPS**

During negotiations for the 2015-2017 successor agreement, the parties reached agreement on the following regarding Salary Steps for Hall Health Nurses in the Research/Hall Health Bargaining Unit:

- A. Within thirty (30) days of ratification, the Union will provide the Employer a list of Employees it believes are placed on a Salary Step not reflective of their years of experience.
- B. Within sixty (60) days of receiving the list from the Union the Employer will evaluate the experience and step placement of all employees provided by the union. The employer may ask the employees to submit additional information related to their experience.
- C. The Employer will determine which employees have not been placed on a Salary Step reflective of their years of experience and provide that list to the Union. The Union may ask for an explanation of the determination.
- D. The employees identified by the Employer (in C above) will receive an additional Salary Step increase for their next two (2) periodic increment dates unless they have already advanced to the top Salary Step.
- E. The employees identified in Section D whose periodic increment date falls within the ninety (90) days specified in Sections A and B will receive their first additional step on the next available pay period and their second additional step on their next periodic increment date.

**MOU: RESEARCH NURSE JLM**

During negotiations for the 2015-2017 successor agreement, the parties reached agreement on the following regarding the Research Nurses in the Research/Hall Health Bargaining Unit:

- A. Within six (6) months of ratification, the parties will participate in at least two (2) Joint Labor Management Meetings specific to Research Nurses in the Research/Hall Health Bargaining Unit.
- B. Topics will include, but not be limited to the following:
  - a. Consolidation of the Research RN 1 and Research RN 2 job classifications.
  - b. Market Data for the Research RN job classifications.
- C. If the Employer chooses to consolidate the Research RN job classes it will provide the union notice and opportunity to bargain effects in accordance with Article 28 Mandatory Subjects.