

UWHA reserves the right to withdraw this package proposal at any time, at its sole discretion and without penalty. If this package proposal is not accepted as written in its entirety and without modification from as described below, this proposal will be declared to be void and non-existent and the union will return to bargaining from its language proposed prior to this package proposal.

Attached is a package that contains the following articles:

Package Proposal	
Article 1 Childcare	UWHA Counter Proposal (3/11/20)
Article 2 Committee Memberships and Hospital Committees	UWHA Counter Proposal (3/3/20)
Article 3 Definitions	UWHA Counter Proposal (3/11/20)
Article 6 – Fringe Benefits	UWHA Counter Proposal (3/11/20)
Article 7 – Grievance Procedure	UWHA Counter Proposal (3/3/20)
Article 11 – Leave – Extended (and PFML)	UWHA Counter Proposal (2/19/20)
Article 12 – Leave - Holidays	UWHA Counter Proposal (3/3/20)
Article 13 – Leave - Miscellaneous	Ready to TA the employer's most recent proposal
Article 15 – Leave – Sick	UWHA Counter Proposal (3/11/20)
Article 16 – Leave – Vacation	UWHA Counter Proposal (3/11/20)
Article 18 – Moonlighting	UWHA Counter Proposal (3/3/20)
Article 19 – No Strikes, No Lockouts	UWHA Counter Proposal (3/11/20)
Article 20 – Non-Discrimination	UWHA Counter Proposal (3/3/20)
Article 21 Professional Development and Licensing	UWHA Counter Proposal (3/3/20)
Article 23 – Salary/Stipend	UWHA Counter Proposal (3/11/20)
Article 25 – Transportation	UWHA Counter Proposal (3/11/20)
Article 26 – Miscellaneous	UWHA Counter Proposal (3/11/20)

Article 1: Childcare

1. **Purpose.** The University and the Residents are committed to working together to address the challenges of obtaining affordable, flexible, and reliable childcare for Residents with children given the high cost of quality childcare and the demanding, and often unpredictable, nature of residency work hours.
2. **UW Children's Centers.** ~~Four (4) Children's Centers at the~~ University of ~~Washington's Seattle campus~~ Washington Childcare Centers (UWCC) serve faculty, staff, and students by providing year-round, on-site, infant, toddler, and preschool childcare. ~~The Children's Center at West Campus serves primarily UW faculty and staff. The Children's Centers at Radford Court and Laurel Village serve students, faculty and staff at the University, yet give priority to UW students in family housing. The UW Children's Center at Harborview Medical Center primarily serves those located at Harborview Medical Center, but is available to all UW faculty, staff, and students. Each of these centers has its own waitlist and enrollment policies.~~ Childcare center enrollment eligibility and priority is outlined in Administrative Policy Statement 51.1. Residents can download the wait pool application to add their names to the UWCC wait pool, which covers all four Seattle campus centers, at hr.uw.edu/child-care/uwcc and/or download the wait pool application for the UW Children's Center at Harborview. <https://hr.uw.edu/child-care/child-care-at-harborview/>.
3. **Childcare Fund.** Access to the highly desirable, affordable UW Children's Centers is limited. To reduce the higher financial burden of seeking childcare outside of the University Centers, UW will create a fund to assist in childcare expenses, making available ~~\$50~~ \$250,000 per year to a Resident childcare fund, hereafter referred to as the RCF. The UWHA will be responsible for determining eligibility criteria for appropriate distribution based on Resident need. The University will be responsible for distributing these funds ~~no more than twice annually~~. The eligibility criteria to be utilized by the UWHA will be provided to the University at the beginning of each year.
4. ~~UW will contribute an amount equal to the difference in waitlist fees between UW Children's Centers and other affiliated childcare centers. Other affiliated childcare centers include Bright Horizon childcare centers, or other childcare centers or agencies with which the University may establish a formal relationship.~~ **Offsite Childcare.** Residents will receive priority access to Bright Horizon ~~childcare centers, and KinderCare childcare centers, as detailed at <https://hr.uw.edu/child-care/off-site-child-care/>, and the priority access/enrollment fee will be partially waived.~~
5. **Back-up and Sick Child Care.** If the University of Washington has an active contract for Back-Up/Sick Child Care Services, Residents shall be able to fully participate. The University shall underwrite the entire daily fee. Residents shall ~~only pay a one-time registration fee of \$5 for each child~~ pay the current vendor registration fee. In addition, the University will provide an emergency fund of \$50,371 in addition to the RCF, which will be available to reimburse Residents who have needed to pay for emergency childcare services when the University-subsidized program is inaccessible. The UWHA will be responsible for collecting

necessary receipts for Resident reimbursement. The University will be responsible for distributing these reimbursements.

- ~~1. Residents with dependents will be eligible to participate in any Nanny Share Programs and/or discounts offered to UW employees. Such networks will help to coordinate background checks, matching, and nanny sharing agreements.~~
- ~~2. An UWHA-endorsed representative and an alternate will be appointed annually to the Childcare Advisory Group, which provides input to the Director of WorkLife and Childcare Development on work/life issues to further the goal of improving access to affordable on-site childcare for Residents.~~

6. **Other childcare.** Residents with dependents are eligible to participate in the University's sick and back-up child care programs as detailed at <https://hr.uw.edu/child-care/backup-and-sick-child-care/>, as well as other programs detailed at <https://hr.uw.edu/child-care/nannies-assistance-programs/> and childcare discounts advertised through The Whole U program.

6-7. At the request of either party, the UWHA and the University will continue to meet and discuss childcare-related improvements for Residents with children or those ~~whom~~who plan to have children.

Article 2: Committee Memberships and Hospital Committee

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

UWMC

1. Medical Services Administrative Committee (MSAC)
2. Patient Safety Committee

~~1. Clinical Systems Advisory Committee (CSAC)~~

3. Quality Oversight Committee

~~2. Medical Leadership Council~~

~~3. Mortality Oversight Meeting~~

4. ~~QISDA/Pay for~~ Quality Metrics and Performance (QMAP)

~~4. Core Measures Oversight~~

5. Physician Engagement Team (UW Medicine)

6. UWMC Board Facilities, Finance and Joint Conference Committee

7. Inpatient Clinical Performance Council ICPC

8. Medical Quality Improvement Committee (MQIC)

HMC

~~1. Medical Executive Board (MEB)~~

1. Medical Quality Improvement Committee (MQIC)

2. Critical Care Council

3. Trauma Council

4. Surgical Council

~~2. OR Coordinating Committee~~

5. HMC Patient Safety Committee

6. HMC Quality Improvement Committee

7. HMC OI Metrics Meeting

~~3. HMC Quality Improvement and Safety Data Analysis~~

8. Acute Care Council

~~4. Ambulatory Quality and Safety Committee~~

9. Infection Prevention and Control Committee

2. GMEC and GMEC Policy Subcommittee. The GME Committee (GMEC) and the GMEC Policy Subcommittee shall each include at minimum one (1) member seat for a UWHA-appointed representative, and a minimum of three (3) additional member seats for peer-selected residents/fellows. Resident members of the GMEC Policy Subcommittee do not have to be members of the GMEC.

In the event that the UWHA-appointed representative cannot make a committee meeting, a substitute from the UWHA Board may be designated by UWHA, provided 24 hours notice is given to the committee chairperson. If GMEC or the GMEC Policy Subcommittee dissolves or adapts, the new committee(s) will maintain the same number of board seats as the prior established committee.

3. All other committees. The UWHA reserves the right for final selection and/or approval for each Resident committee member when said Resident committee member will, in general, serve as ~~an~~ UWHA representative. ~~At In addition to the GMEC and GMEC Policy Subcommittee, at least one (1) UWHA-endorsed Resident member appointed representative shall be designated to each other committee listed above, with the exception of. In the GME Committee, which shall have up to three (3) peer-selected Resident members. Given event that the potential for unpredictable service responsibilities of the Resident at times when the committees may meet, one (1) or more additional UWHA-endorsed Resident appointed representative cannot make a committee meeting, a substitute from the UWHA Board may be appointed designated by UWHA, provided 24 hours notice is given to the above committees in order to facilitate Resident member attendance at committee meetings, if the presence of multiple or alternate Resident members is committee chairperson or otherwise mutually agreed upon mutually by both the UWHA and the respective Committee Chair.~~

4. It is understood that the voting rights of the Resident committee members may vary by committee and may not exist in certain committees, and that multiple or alternate Resident members on a committee shall, in general, have one (1) collective vote, except in the case of Resident members of the ~~GME Committee~~ GMEC Committee and GMEC Policy Subcommittee where each member will maintain an individual vote, or when otherwise mutually agreed upon by both the Resident member(s) and the respective Committee Chair.

5. Resident committee members will brief the UWHA on updates from committee meetings as ~~needed~~ requested upon by UWHA. Minutes, communications, and agendas of listed committees, or their respective substitutes, will be available upon request to the UWHA.

6. The UWHA shall furnish the University, ~~to the best of its ability through its Administrator,~~ with the names of the ~~Resident~~ UWHA-appointed resident member(s) of each of the listed committees and shall promptly notify the respective Committee Chair of any changes. At least annually, ~~through the JOC,~~ the University shall provide an

updated list of committees including newly formed committees and committee substitutes, name changes, or changes in the Committee Chairs.

~~7. In the event that a new committee pertinent to the learning and working environment for Residents is established, the UniversityUWHA and the UWHAEmployer, by mutual agreement, may include an UWHA-endorsed Resident committee member appointed representative on the new committee. If a Resident is not appointed to a committee, alternative means for soliciting Resident input on issues of concern to the Residents and the UWHA shall be agreed upon mutually.~~

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

~~8. UWHA and the University agree that Resident representation on University committees is beneficial to all parties. As such, to encourage trainee participation, all UWHA and peer-appointed representatives shall be allowed to submit for excused absence(s) in compliance with their respective programs leave policy as requested by said member from regular clinical or scholarly duties in order to attend their respective committee meeting.~~

Article 3: Definitions

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

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

~~**Dentist:** References to physicians will herein include dentists and references to ACGME will herein include CODA.~~

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

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

Fellowship: see “subspecialty program.”

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

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

On-Call: A period of time, typically outside the formal business hours of the institution, during which a resident is available to perform patient visits, respond to patient-care

related matters, or evaluate a change in a patient's clinical situation. This responsibility may be fulfilled by the resident while they are primarily at home, also known as "home call," or fulfilled by the resident while they are present in the institution, also known as "in-house call."

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

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

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

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

Resident: Any physician or dentist in an accredited graduate medical education program, including interns, residents, and fellows.

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

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

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

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

Article 6: Fringe Benefits

1. **Resident Orientation.** Residents attending mandatory orientation activities prior to the start of their appointment will be on-paid time according to their appointment level. The following activities are paid: GME orientation, program orientation, EHR training and LMS modules.
2. **Professional Liability Coverage.** ~~Professional~~ **Professional Liability Coverage.** In accordance with University policy (Board of Regents Governance Standing Orders Chapter 5: Indemnification of University Personnel: <https://www.washington.edu/admin/rules/policies/BRG/SOCh5.html>) and in compliance with the relevant ACGME Institutional Requirements, professional liability coverage will be provided by the University of Washington at no cost to the Resident. This insurance will cover the Resident's good faith performance of his/her assigned duties in the training program, which including any mandatory activities in or outside of the UW system, and may also include program-approved volunteer activities and off-site/~~oversees~~ overseas and global health rotations. The professional liability coverage will not apply to actions, claims or proceedings arising out of acts taken in bad faith.
3. **Wellness and Counseling Services.** Counseling, therapy and referral services for residents and fellows dealing with specific concerns such as stress, anxiety, depression, burnout, relationship issues, grief/loss, and interpersonal conflicts are available for free, and are kept confidential. ~~Referrals to behavioral health services when necessary are also provided. Residents are also encouraged to discuss problems of either a personal or professional nature with their Chief Resident, Program Director, Program Administrator, Division Chief, Department Chair, or with personnel in the GME Office. Residents will make every effort to schedule these sessions at times when their absence will not impede patient care. In accordance with ACGME common program requirements, residents must be given the opportunity to attend medical, mental health, and dental care appointments, including those scheduled during their working hours. Programs must not place restrictions on when residents and fellows may schedule these appointments, nor place pressure on them to schedule appointments on days when they are not assigned call.~~
- ~~1. **Meals.** Programs will maintain their meal policies that exist as of the execution of this agreement. The parties will form a Resident Meals Committee to discuss methods of improving the effectiveness and administrative efficiency of meal reimbursement.~~
- ~~2. **Shuttles.** Residents have access to the UW shuttles (including Health Sciences Express, NightRide, South Lake Union, and SCCA shuttles) as long as UW continues to provide such shuttle services. The schedules, routes, types, and operation of schedules will be determined by UW.~~
- ~~3. **Pagers.** Residents who are required to have a pager will be provided with one (1) pager by their training program, which must be returned to the program at the completion of training. Replacement costs due to loss are responsibility of the Resident.~~

- 4. Meals.** Residents must have access to healthy, appropriate food services 24 hours a day while on duty at all institutions. Meals or meals reimbursements will be provided to residents while serving at UWMC-Montlake, UWMC-Northwest, HMC, SCH, the VA, VMC, and any other rotation sites. Beginning July 1, 2020, the Employer will increase meal reimbursements to nine dollars and fifty cents (\$9.50) per meal. Beginning July 1, 2021, the Employer will increase meal reimbursement to ten dollars (\$10.00) per meal. Residents shall be reimbursed as follows:
- a. UWMC-Montlake, UWMC-Northwest, and HMC, including outpatient sites:
 - i. Residents on in-house call overnight shall receive reimbursement (posted to their Husky Card) for the cost of two meals (dinner, breakfast) on weekdays, and three meals (lunch, dinner, breakfast) on weekends and holidays.
 - ii. Residents working in-house 12 hours or longer shall receive reimbursement for the cost of one meal.
 - iii. Residents on home call who are called back into the hospital for patient care duties will receive reimbursement for the cost of one meal on weekdays and two meals on weekends and holidays.
 - b. SCH: Meals are provided to residents when working a 12-hour day or night shift, when on a swing shift, and when on 24-hour in-house call, and must present their SCH badge to the cashier, as outlined in the SCH Meals Policy.
 - c. VA: Given the limited cafeteria hours, fresh meals including hot food, soups, salads, fruit, and drinks will be available for residents staying in the hospital past 6pm. Additional fresh food will be available 24/7 in a designated, secure resident break/nourishment room complete with refrigerator, fresh snacks and frozen meals. If this resident room is secured by code, the code to the key lock of the room will be available from the Service Line Chief. Housestaff should contact their Service Line Chief at the VA if there are any issues with availability of and/or access to meals.

Prior section 5 shuttles has been moved to another section.

- 5. Uniforms and Laundry.** Programs that require their Residents wear a physician lab coat will provide these at the beginning of residency- and provide access to UW Medicine cleaning services at no cost to the resident. Replacement of coats may be the responsibility of the Resident. Availability of scrubs and laundry services for uniforms will be provided in accordance with the policies and practices of the Resident's program and existing hospital assignment.
- 6. Fitness.** Residents will have the same access to exercise equipment as other employees at all training sites including UWMC-Northwest, UWMC-Montlake, VA, HMC, and SCH.
- 7. Relocation stipend.** Residents (and fellows) who are starting at UW will be granted funds to cover the cost of moving (aka relocation). Residents who are

relocating from anywhere outside of King County shall receive a relocation stipend of \$1000 on their first paycheck.

Article 7: Grievance Procedure

1. **Purpose.** The parties recognize that disputes may occasionally arise concerning the terms and conditions of this Agreement and such disputes shall be resolved through this grievance procedure.

2. **Definition.** A grievance is a claim by an employee or group of employees covered by this Agreement or by the UWHA that the University has violated a specific provision of this Agreement. Matters involving the evaluation of academic or clinical performance or professional behavior, a non-reappointment decision, or any other academic matters including but not limited to the failure to attain the educational objectives or requirements of the training program may not be pursued as grievances under this Article. Appeals related to these matters are covered under the UW GME ~~Resident Academics & Professional~~ Conduct Remediation Policy ~~& and~~ Grievance Procedure.

3. **Contents.** The written grievance shall include the following information. Failure to include the following information will not delay filing of the grievance or starting the clock for required response and meetings.

a. The date upon which the grievance occurred, or that the grievance is ongoing

b. The specific Article(s) and Section(s) of the Agreement violated

c. Specific remedy requested

d. The grievant(s) name(s), or that the grievance is on behalf of all affected residents

e. Name and signature of Union representative (Staff or Steward)

f. Nature of the grievance

~~3.4.~~ **Scope.** This article does not govern complaints made outside the terms of this Agreement. ~~The University will work with the UWHA to inform and educate employees regarding the appropriate forums to raise and address other questions or concerns.~~

5. **Consolidation.** Grievances arising out of the same set of facts may be consolidated by written agreement.

6. **Grievance Withdrawal.** A grievance may be withdrawn by the Union in writing at any time.

~~4.7.~~ **Representation.** An employee may not file a grievance without the permission of the UWHA. All employees are encouraged to resolve disagreements within their respective programs. Employees may contact the UWHA at any time to begin the grievance procedure, and the UWHA has sole discretion to determine whether the grievance shall be filed, and the extent to which the grievance shall be pursued. With the permission of the UWHA, an aggrieved party may be accompanied by another resident, employee, or legal counsel.

a. ~~With the permission of the UWHA, an aggrieved party may be accompanied and/or represented by another resident, employee, or legal counsel.~~

~~5.8. **Time Limits.** Employees must contact the UWHA within sixty (60) calendar days from the occurrence of the events giving rise to the grievance, or from the time at which the aggrieved individual or UWHA should reasonably have become aware of the facts. Members are encouraged to bring potential grievances to the UWHA's attention as soon as possible. The UWHA is responsible for officially submitting the grievance, if it decides to file a grievance. A notification of the intent to file a grievance by the UWHA to the Office of Graduate Medical Education Office ("GME Office") satisfies the sixty (60) day time limit requirement and an official grievance must be submitted within the next thirty (30) days. Under no circumstances will the University tolerate retaliation against a Resident for filing or otherwise exercising the rights of this article. **Time Limits for filing and processing.** Any Resident who believes that retaliation has occurred against him/her by any member of the University should notify the GME Office immediately.~~ Failure to notify, file, or appeal a grievance within the specified time periods will constitute a waiver of the grievance and the matter will be deemed resolved. Similarly, failure of the University to respond within the time limits permits the grievance to automatically proceed to the next step of the grievance procedure. By mutual written agreement, parties may extend any and all time limits, and reasonable requests for specific time extensions should be honored.

a. Filing: A grievance must be filed within sixty (60) calendar days of the occurrence of the events giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence. When possible the sixty (60) day period above may be used to attempt to informally resolve the dispute. The union steward or staff representative will indicate when a discussion with the Employer is an attempt to informally resolve a dispute.

10. **Retaliation.** Under no circumstances will the University tolerate retaliation against a Resident for filing or otherwise exercising the rights of this article. Any Resident who believes that retaliation has occurred against him/her by any member of the University should notify the GME Office immediately.

11. **Grievance Process.** The following procedure represents the exclusive means for deciding grievances. Both parties agree to undertake the process in good faith and to confer with one another throughout the process. A grievance can start on Step Two if the grievance pertains to a bargaining unit wide issue. The UWHA can unilaterally decide to skip step 1. In addition, upon mutual agreement, step 2 or 3 may be skipped. No resolution that is inconsistent with the terms of this Agreement will be permitted.

A. **Step One.** A grievance must be filed in writing (or electronically) by the UWHA on behalf of the aggrieved party or parties to the Program Director, the GME Office, and the Director of Labor Relations. The grievance will state the pertinent facts of the case with reasonable particularity, including the section(s) of the Agreement allegedly violated and the remedy or desired outcome that is sought. (laborrel@uw.edu). The date of filing is the date the grievance is received by the Program Director, GME Office and Labor Relations.

The Program Director (and/or designee) will meet with the grievant and a representative chosen by the UWHA within thirty (30) calendar days of receiving the grievance. Both parties will make a good faith effort to schedule the meeting in a timely fashion. The grievant will have the opportunity to present its case at this meeting. The Program Director (or Employer's designee) will issue a written response to the grievance within fourteen (14) calendar days of the meeting. The response will cite the specific article(s) of this Agreement that is under question and include an explanation of the decision, including why the case did or did not amount to a violation of this Agreement. Resolutions at Step One, although final, will not be precedential. While discussion at the program level are encouraged, the UWHA has the right to waive Step One and proceed directly to Step Two, so long as the filing is completed within the time limits contained in Section 5 above.

B. Step Two. If the grievance is not resolved at Step One, the UWHA may appeal in writing to the GME Office and Labor Relations within fourteen (14) calendar days after receipt of the Step One decision. The ~~GME Office~~employer may designate other appropriate University personnel to act as the University's representative for the purposes of Step Two. Representatives from the GME Office and Labor Relations, as well as the Program Director (and/or designee) will meet with the grievant and representatives from the UWHA within thirty (30) calendar days of receiving the grievance, unless there is a mutually agreed upon time extension as previously outlined. The grievant will have the opportunity to present ~~its~~their case at this meeting. The ~~GME Office or Labor Relations~~University will issue a written response to the grievance within fourteen (14) calendar days of the meeting. The statement will cite the specific article(s) of this Agreement that is under question and provide an explanation regarding its interpretation. ~~No resolution that is inconsistent with the terms of this Agreement will be permitted.~~

C. Step Three. If the grievance is not resolved at Step Two, the UWHA may appeal in writing within fourteen (14) calendar days of receipt of the Step Two decision. The Step Two appeal must be filed with the GME Office and the Director of Labor Relations. The GME Office will forward the grievance to the Chair of the Graduate Medical Education Committee (GMEC). The UWHA may choose either the Step Three Committee or mediation, but not both. The Union will indicate on the appeal if they are requesting the Grievance Committee or Mediation. If the UWHA selects mediation, the University may still opt to forego mediation and instead choose to proceed with the Step Three Committee procedure.

Step Three Grievance Committee: The Chair of GMEC and UWHA will appoint a committee to hear the grievance as outlined below. The

committee will convene within thirty (30) calendar days of the GME
Office receipt of the appeal on a mutually agreed upon date.

- a. **Composition:** The committee will be composed of ~~current sitting members of the UW GMEC and will include~~ two (2) physician representatives chosen by the Chair of the GMEC and 2 resident members chosen by the UWHA. Faculty and residents of the program(s) involved in the dispute may not be appointed ~~;~~ except in grievances pertaining to the entire membership. An additional representative will be designated by the Director of Labor Relations and an additional representative will also be designated by UWHA. The Committee will be chaired by the Associate Dean for Graduate Medical Education or his/her designee. In order to hasten scheduling of this meeting, both the Chair of GMEC and the UWHA are encouraged to select at least four representatives each who could serve, collect availability information, and then decide on the exact members based on ability to schedule the meeting in a timely fashion.
- b. **Attendance:** The aggrieved party(ies) and any other individuals with germane knowledge of the events or specific terms of the Agreement under consideration will be permitted to attend the meeting. However, only the aforementioned Committee members are permitted to be in attendance during any pre-proceeding meetings (i.e., organizational meetings) and the deliberations.
- c. **Execution:** Both parties will have an opportunity to present their interpretation of the case to the Committee. Members of the Committee may ask clarifying questions to either party at any time. The Committee as well as both parties will have an opportunity to ask questions of third parties who appear as subject matter experts or witnesses.
- d. **Decision-Making:** The Committee shall issue a written consensus statement of its findings and render a recommended course of action within fourteen (14) calendar days that will be transmitted to all parties to the grievance. Any Committee member may write a dissenting statement in addition to the consensus statement that is allowed. ~~The UWHA and the University shall each have fourteen (14) calendar days to accept or reject the Committee decision. If either party rejects the decision, the matter may be moved to~~ **Step Four.**

Step Three mediation: In lieu of the Step Three Committee, the UWHA may ~~opt to file a~~ request for mediation with the Public Employment Relations Commission (PERC). ~~If the UWHA opts for mediation rather than the Step Three Committee and both parties~~

~~mutually agree to participate in mediation, UWHA will file a request with PERC~~ in accordance with WAC 391-55-020. ~~UWHA will send, with~~ a copy to the Labor Relations Office within thirty (30) days of receipt of the Step Two decision. In addition to all other filing requirements, the request must include a copy of the grievance and all previous responses. The University will inform the UWHA, in writing, and PERC within thirty (30) days of receipt of Mediation request if they are not in agreement. Participation in mediation will be on a voluntary basis. Proposals made in mediation will not have any precedential value or relevance at arbitration unless otherwise agreed by the parties. At any point, either party can choose to proceed to Step Four.

~~Step Four. The UWHA may choose either the Step Three Committee or mediation, but not both. If the UWHA selects mediation, the University may still opt to forego mediation and instead choose to proceed with the Step Three Committee procedure. The UWHA may not opt to proceed directly from Step Two to Step Four without utilizing the Step Three Committee or mediation.~~

D. ~~Step Four.~~ If the grievance is not resolved at Step Two or at Step Three, the UWHA may appeal the grievance to an impartial arbitrator within thirty (30) calendar days after the receipt of the Step Three decision or the conclusion of the Step Three mediation. The submission of the matter to arbitration will be provided to the GME Office and the Director of Labor Relations and will state the issue to be arbitrated and the remedy that is sought.

1. Panel of Arbitrators:

- ~~a. The party moving the grievance to arbitration will request a parties agree to use the previously established permanent panel of seven (7) qualified six (6) arbitrators.~~
~~a.b. An arbitrator will be selected from the Federal Mediation and Conciliation Service (FMCS) permanent panel by the parties alternately striking names until one remains. If the arbitrator is not available to hear the case within sixty (60) calendar days of being contacted to request available arbitration dates either party may elect to go to the whose name was the last to be struck. If no arbitrator can hear the case within sixty (60) calendar days of being contacted, the case will be assigned to the arbitrator who can hear the case on the earliest date.~~

- ~~a. No fewer than thirty (30) days after the receipt of the arbitration request, the parties will select an arbitrator from the provided panel by alternately striking names. A coin flip will determine which party~~

~~strikes the first name. Arbitration hearings will be scheduled within sixty (60) days of selection of an arbitrator unless there is a mutually agreed upon extension or extraordinary circumstances.~~

c. The appointment to the panel will be for the life of the Agreement. If an arbitrator decides to remove their name from the panel the parties will meet to decide whether to substitute an additional name(s).

2. The arbitrator will conduct a hearing in accordance with the rules of the American Arbitration ~~UWHA~~Association. The arbitrator will strive to render a decision on the grievance within 30 days of the close of the hearing, or as otherwise agreed between the parties.
3. The decision of the arbitrator will be binding on all parties.
4. The expenses and fees of the arbitrator will be shared equally by the UWHA and the University.
5. The parties agree that the arbitrator shall not have the power or jurisdiction to render a decision that adds to, subtracts from, alters, amends or modifies in any way the terms and conditions of Agreement. The arbitrator will have no jurisdiction or authority to substitute his/her judgment for any academic or clinical judgment made by the University.
6. Each party ~~shall bear its own~~is responsible for all fees and ~~expenses in presenting its case, including the costs of legal representation~~its staff representatives, attorneys, experts, witnesses, and all other costs related to the development and presentation of their case.

Article 11: Leave – Extended

Extended Family and Medical Leave – Residents

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

During the period of parental leave, the University shall maintain basic insurance benefits for the Resident. The Resident will be responsible for maintaining any optional insurance coverage, other payroll deductions, and insurance co-payments. Residents may utilize benefits under Washington's Family and Medical Leave (PFML) Program as defined in RCW 50A.04 (see Section 3 below).

2. Pregnancy Accommodation. The Employer and the Union will comply with all relevant federal and state laws, regulations, and executive orders and with the provisions of Washington Administrative Policy Statement 46.7 Reasonable Accommodation of Pregnant Employees. The University and the Union are committed to providing reasonable accommodation to pregnant employees. Pregnant residents are encouraged to seek needed accommodations to their schedules and work responsibilities during their pregnancy and for two (2) months afterwards. The University will provide training/guidance to Program Directors regarding accommodation for pregnant Residents.

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

b. **How to request accommodations.** A pregnant Resident may request an accommodation from the Resident's Program Director or by contacting the Disability Services Office (DSO). At no point is the resident required to disclose the need for an accommodation or the underlying medical condition to their immediate supervisor or any University representative outside of DSO or Academic Human Resources (AHR). The Program Director, with or without

assistance from the DSO, will make a good faith effort to promptly implement requested accommodations that are determined to be reasonable. Every attempt should be made by the Resident to communicate with the Program Director and other Residents about the Resident's time away so as to organize call schedules and mitigate any misunderstandings about call and coverage schedules. Residents who initially make accommodation requests through their Program Director are encouraged to contact DSO if there is disagreement or discrepancy regarding requests and accommodations made. The parties will discuss the effectiveness of this section as an ongoing topic at the Housestaff Advisory Committee.

3. Federal Family and Medical Leave Act (FMLA)

- a. Consistent with the federal Family and Medical Leave Act of 1993, an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred and fifty (1250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) work weeks of leave per year for any combination of the following:
 - i. parental leave to care for a newborn or newly placed adopted or foster child; or
 - ii. personal medical leave due to the employee's own serious medical condition that requires the employee's absence from work; or
 - iii. family medical leave to care for a family member who suffers from a serious medical condition that requires care or supervision by the employee.
 - iv. Family Member is defined as: the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sister, or brother. It also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent, and grandparent. "Child" also includes any child residing in the employee's home through foster care, legal guardianship or custody. Family members include those persons in a "step" relationship.
- b. The amount of family medical leave available to an employee is determined by using a rolling twelve (12) month period. The rolling twelve (12) month period measures FMLA leave availability by "looking backward" from the date an employee begins FMLA leave, adding up any FMLA leave used in the previous twelve (12) months, and subtracting that amount from the employee's twelve (12) workweek FMLA leave entitlement. The remaining amount is available to the employee.
- c. The University will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by FMLA. The resident will be responsible for maintaining any optional insurance coverage, other payroll deductions, insurance co-payments and their portion of the health insurance premium. If the Resident's medical or parental leave extends beyond the FMLA-covered period, paid leave may be utilized to retain UW-paid benefits eligibility if approved by the GME Office, or the Resident may

- 91 use a variety of self-pay options outlined on the UW Benefits Office website. If
92 necessary, due to continued approved personal medical or parental leave
93 approved beyond the FMLA period, or if the employee is not eligible for
94 FMLA, the employee may elect to use eight (8) hours of accrued applicable
95 paid leave for continuation of employer paid health insurance benefits for the
96 duration of the approved leave of absence. The interspersed paid leave will
97 be applied to the first working day of the month.
98 d. FMLA leave may be taken intermittently or as part of a reduced work
99 schedule when medically necessary.
100 e. These leave will be unpaid unless the Resident elects to use paid leave to the
101 extent the circumstances meet the requirements for sick leave or as required
102 by law.
103 f. FMLA may run concurrently with other leaves that may be either paid or
104 unpaid.
105 **4. Paid Family and Medical Leave Program.** The parties recognize that the
106 Washington State Family and Medical Leave Program (RCW 50A.04) is in effect
107 beginning January 1, 2020 and eligibility for and approval of leave for purposes as
108 described under that Program shall be in accordance with RCW 50A.04. In the event
109 that the legislature amends all or part of RCW 50A.04, those amendments are
110 considered by the parties to be incorporated herein. In the event that the legislature
111 repeals all or part of RCW 50A.04, those provisions that are repealed are considered
112 by the parties to be expired and no longer in effect upon the effective date of their
113 repeal.
114
115 Under RCW 50A, employer provided healthcare benefits must be maintained during a
116 PFML leave, so interspersing time off is not required provided the employee qualifies
117 for a reason under the federal FMLA. Under RCW 50A.15.060(2), the University has
118 elected to offer supplemental benefits in the form of sick leave, vacation leave, and
119 personal holiday. To supplement PFMLA benefits, the Employee shall submit a
120 written request to the Employer to use supplemental benefits in the same fashion
121 they would submit any leave request. This leave shall be automatically granted upon
122 submission, in the amount requested by the employee, not to exceed the amount of
123 leave equal to the supplemental benefits payment amount.
124
125 Employees requesting PFML benefits through the Employment Security Department
126 must provide notice to the University as outlined under RCW 50A.04.030. More
127 information about the program can be found here:
128 [https://ap.washington.edu/ahr/policies/leaves/washington-state-paid-family-and-](https://ap.washington.edu/ahr/policies/leaves/washington-state-paid-family-and-medical-leave-pfml/)
129 [medical-leave-pfml/](https://ap.washington.edu/ahr/policies/leaves/washington-state-paid-family-and-medical-leave-pfml/). Details of how to file a claim will be maintained on the HR
130 website. The current link is: [https://hr.uw.edu/ops/leaves/paid-family-and-medical-](https://hr.uw.edu/ops/leaves/paid-family-and-medical-leave-pfml/how-to-file-for-pfml/)
131 [leave-pfml/how-to-file-for-pfml/](https://hr.uw.edu/ops/leaves/paid-family-and-medical-leave-pfml/how-to-file-for-pfml/).
132 **5. Extended Leave.** Residents working at training programs outside of the State of
133 Washington who are not eligible for PFML and are not covered by a similar state-
134 paid sick leave program may be eligible for paid extended leave if the Resident has
135 used all of the Resident's eligible vacation and sick leave, and would otherwise need
136 to take leave without pay or separate from the UW GME training program-~~because~~

~~of a “qualifying condition” (as defined in the UW Shared Leave policy).~~ The Resident must have a “qualifying condition” and must further meet the corresponding eligibility and process requirements ~~as described in the UW Shared Leave policy.~~ Qualifying conditions generally may be expected to include a severe, extraordinary, or life-threatening illness or injury, such as suicidal ideation or substance abuse disorder, requiring extended inpatient treatment under the direction of the Washington Physicians Health Program.[2] Eligible Residents may receive and use a maximum of twelve (12) weeks of paid extended leave during their appointment as a Resident to the University. Paid extended leave will not be approved in excess of what is authorized by the Resident’s healthcare provider. All requests for paid extended leave are subject to approval by the Program Director and the GME Office. Family and Medical Leave Act (FMLA) leave, if available, runs concurrently with Paid Extended Leave.

[2] Nothing in this agreement should be construed to alter the University’s definition of “Qualifying Condition” under the Shared Leave Policy. Examples of qualifying conditions are provided for illustrative purposes only. All submitted conditions are evaluated on a case-by-case basis in order to determine the appropriateness under this article.

Article 12: Leave – Holidays

1. **Holidays.** Residents ~~may join in the observance of all official~~ shall receive ten (10) paid holidays ~~recognized by the training site~~ per year. For the purposes of this Article, Seattle Children's will observe ~~at which they are assigned at~~ minimum the same holidays as the time ~~University of the Washington~~ for Resident work assignments. For the purposes of this article, the following are defined as Resident holidays:

- a. New Year's Day
- b. Martin Luther King Jr. Day
- c. Presidents Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Veterans Day
- h. Thanksgiving Day
- i. Native American Heritage Day
- j. Christmas Day

If an additional scheduled, paid holiday ~~Clinical~~ shall be designated by the University for full-time employees, the provisions of this article shall apply equally to that holiday.

A holiday will commence at 12:00 AM on the calendar date of the holiday and will continue for the twenty-four (24) hour consecutive period until 12:00 AM the day after the holiday.

To the extent practical, programs will try to schedule these days free of responsibilities and educational for Residents. In addition, programs shall make every effort to honor the requests for the religious requirements ~~may necessitate~~ by Residents for observance of religious holidays. Such requests shall be submitted to programs no later than sixty (60) calendar days in advance of the religious observance.

UWHA recognizes that scheduling holidays free of responsibilities for all Residents is not practical for many programs. In the event that a resident report for duty Resident is assigned any responsibilities by their training (to include but not limited to on-call, clinic, risk or jeopardy, home call, inpatient, etc.) on a holiday. Resident holiday as defined in this section, the Resident will receive an additional 1/365th of the Resident's annual salary as compensation. The Resident will receive this compensation regardless of the total number of hours worked or location of work.

Residents are eligible for holiday pay for each Resident holiday worked throughout the year.

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

Program Directors will make every effort to fairly distribute required clinical responsibilities that fall on a holiday amongst Residents over the course of the training program. ~~For the purposes of this Article, Seattle Children's will observe the same holidays as the University of Washington for Resident work assignments.~~

2. **Faith/Conscience Unpaid ~~Personal~~ Holiday.** In accordance with RCW 1.16.050, Residents ~~will have the option to may~~ take up to two (2) unpaid holidays per calendar year for a reason of faith or conscience, or for an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

To take unpaid time off under the statute, Residents must consult with their Program Director and use their Program's procedure for making advance leave requests. The Resident will need to inform their Program Director that the requested unpaid day(s) is for a reason of faith or conscience or for an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

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

3. **Paid Personal Holiday.** Residents are entitled to one (1) paid personal holiday per calendar year. Each Resident may select the day on which the ~~employee~~ Resident desires to take the ~~additional~~ personal holiday provided for in this section after consultation with and approval from their Program Director pursuant to applicable state law. Unless requested by the resident, use of the paid personal holiday will not be substituted for other leave types.

If unused in the calendar year, the personal holiday is forfeit, and it is not paid at separation. It is the employee's responsibility to schedule the personal holiday before December 31st. If before the end of the calendar year the employee requests the use of their personal holiday in accordance with the employer's leave procedures and the employer denies the request, the employee is entitled to carry over the personal holiday to the next calendar year.

Article 15: Leave – Sick

1. **Introduction.** When a Resident is unable to work due to illness or injury and certain criteria are met, ~~certain~~ paid sick leave shall be available. It is in the parties' mutual interest that Residents are both encouraged and supported by their programs and colleagues to not work when acutely ill. ~~The parties acknowledge that there is a shared responsibility of both Faculty and Residents to assure coverage during such absences. Excessive absenteeism may result in corrective action.~~

2. Sick and Health Maintenance Leave.

- a. Residents will receive seventeen (17) days (12 weekdays and 5 weekend days) of paid sick ~~and health maintenance~~ leave at the start of each one (1) year appointment period. Sick ~~and health maintenance~~ leave is ~~accrued and~~ rolled over to subsequent training years while the Resident is appointed to a UW GME training program or if appointed within two (2) years of the end of a previous UW GME appointment. Accumulated sick leave ~~credit~~ that is not transferable is not compensable at the completion or expiration of the appointment to the Program.
- b. Residents appointed less than full time ~~but greater than or equal to 50% FTE~~ shall receive sick ~~and health maintenance~~ leave ~~credit~~ on a pro rata basis.

~~A. Residents appointed less than 50% FTE will accrue sick leave at a rate of one (1) hour for every forty (40) hours worked.~~

3. Sick leave may be used for the following:

- a. Personal illness, disability or injury (including illness or disability due to ~~pregnancy), childbirth or to recover from childbirth.~~
pregnancy), childbirth or to recover from childbirth.

~~B.~~ Personal medical, mental health, dental, or optical appointments.

- b. ~~Given that many appointments do not require an entire duty period be taken off, Programs will make every effort to allow~~ Residents will be permitted to attend medical, mental health (including GME Wellness Service appointments), dental care and optical appointments ~~during, including those~~ scheduled duties, with the Resident performing his/her normal duties before and/or after the appointment during their work hours. The Resident must provide advance notice to their ~~Program~~ Directors supervising attending of any such appointments, and otherwise comply with any applicable Program policy. The goal is to minimize the disruption to patient care and Resident training, while encouraging Residents to avail themselves of appropriate personal health care. ~~The Resident will thus not be absent for the entire duty period. Residents who take four (4) hours or less for appointments~~ during a given twenty four (24)

hour period, ~~and in turn, should not be charged a full sick day. Residents who take less than four (4) hours during a given twenty four (24) hour period will be charged a half sick day. Programs may apply their discretion will not be required to not charge~~utilize sick leave ~~for appointments at the very beginning or very end of the their working day.~~ Residents who have appointments during a scheduled break need not use their sick ~~and leave.~~ Unless required as part of an accommodation process or for FMLA approval, programs shall not inquire into any details of the nature of Resident medical, mental health maintenance leave, dental, and optical appointments, including any faculty, administrators, or program directors.

- c. To care for a child (as defined in Family Member below) of the resident who has a health condition that requires treatment or supervision.
- d. To care for the Resident's seriously ill family member or partner.
- e. ~~Absence~~Condolence and bereavement leave is available (see article 12) and shall be used first for absences necessitated by the death of a resident's family member. Sick leave may be used for absences in excess of time available via Bereavement Leave.
- f. To accompany a family member or partner to medical, mental health, dental, or optical appointments where the Resident's presence is required. The Resident must make advance arrangements with the Program for such absences.

~~C. Condolence or bereavement — see bereavement leave for details. (Article 12)~~

~~f.g. Accrued sick leave may be used when the employee's~~When the Resident's child's school or day care has been closed by a public health official for any health related reason.

~~g.h. Parental leave — see parental leave for details. (as specified in Article 13)~~11.

4. Family Member. Family member is defined ~~as in RCW 49.46.210(2)(b). This includes but is not limited to~~ the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, or sibling. Family member also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent, or grandparent. Child also includes a child of a legal guardian or de facto parent, regardless of age or dependency status and those to whom the employee is "in loco parentis" or "de facto" parent as well as a child of a legal guardian or de facto parent. Parent and Parent-in-law also includes de facto parent, foster parent, stepparent, or legal guardian.

5. GME Wellness. Residents attending appointments with the GME Wellness office shall not be charged sick leave for these appointments.

Article 16: Leave – Vacation

1. **Vacation Leave.** [PLACEHOLDER: Effective July 1, 2020 if a satisfactory lump sum payment is reached] Effective on ratification of this contract, Residents will receive a minimum of twenty-~~one~~ (21)~~eight~~ (28) days (~~15~~20 weekdays and ~~6~~8 weekend days) of paid vacation at the start of each one (1) year appointment period. Any individual Program may increase the number of days of paid vacation for their program or particular postgraduate year(s) of their program, at their discretion. Residents appointed less than full time ~~but greater than or equal to 50% FTE~~ will receive vacation leave credit on a pro rata basis. ~~Residents appointed less than 50% FTE are not eligible to receive and/or use vacation leave.~~ Unused vacation ~~leave shall lapse at the expiration of each~~ days do not carry forward to be used in subsequent appointment periods. If a vacation period is scheduled in such a way that it overlaps with or is adjacent to a day or days when the Resident is not scheduled to be working, those unscheduled days shall not be counted as vacation for the purposes of overall vacation day use.
2. **Vacation Scheduling.** All vacation requests must be submitted to the program according to program policy and approved by the Program Director prior to commencement. Additional approval may be required by the head of the clinical service upon which the Resident is rotating, if applicable. Programs will make every effort to honor vacation requests that are made in a timely manner.
3. **Effects of Leave on Board Eligibility.** Every Member Board of the American Board of Medical Specialties, Oral and Maxillofacial Surgery, and Pediatric Dentistry has leave restrictions that differ from those of the University of Washington, and Residents are subject to both sets of policies. Use of vacation leave may affect a Resident's eligibility for board certification. Program Directors will inform Residents of their Program's policy on this topic, which specifies the effects of leaves on eligibility for certification by the relevant Member Board. Residents must complete all program requirements related to clinical training, didactics, scholarly activities, and other program curricula. Residents may not utilize vacation leave to shorten the overall length of training.

Article 19: No Strikes, No Lockouts

1. The University and the UWHA acknowledge that this Agreement provides, through the grievance procedure and through other administrative remedies, for an orderly settlement of grievances or disputes which may arise between the parties. Accordingly, the parties agree that the public interest requires the uninterrupted performance of all University and medical services and to this end pledge to prevent or eliminate any conduct contrary to that objective. Therefore, the University shall not lock out any of the employees as a result of a labor dispute or grievance or disputes on personnel matters; nor shall the UWHA in any way authorize, assist, condone, participate in, or lend support to any work stoppage, work slowdown or any other curtailment of work in the bargaining unit, and employees shall not engage in any such activity.
2. Should the UWHA or any Resident engage in any unauthorized concerted action, then once the employees have returned to work and continue working, a Housestaff Advisory Committee shall immediately meet in a good faith effort to resolve the dispute. This section shall not restrict the ability of the University to discipline employees for engaging in prohibited conduct. The university may not apply different discipline to multiple Residents who took the same action.
3. Any action of the University in closing its facilities during a general strike, riot, or civil disturbance for the protection of the institution, its property, or its employees shall not be deemed a lockout.
4. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

Article 20: Non-Discrimination

~~Non-1. Discrimination. Neither the University nor the UWHA shall discriminate against any and Harassment.~~

~~No employee on the basis of any classification (including but not limited shall be subjected to sexual discrimination or harassment) protected by the UW's. Discrimination is defined as conduct that treats a person less favorably because of the person's race, color, creed, religion, national origin, citizenship, sex, pregnancy, age, marital status, sexual orientation, gender identity or expression, genetic information, disability or veteran status.~~

~~In addition, no employee shall be subjected to discrimination or harassment based on ethnic origin, political affiliation, medical condition, membership or non-membership in a union, or because of the participation or lack of participation in union activities. Executive Order (EO) No. 31. Bona fide occupational qualifications are not to be considered a violation of this section is the UW policy that applies to discrimination and harassment.~~

2. Complaints.

~~Residents who feel they have been the subject of discrimination, harassment, or retaliation are encouraged to discuss such issues with the GME Office for local resolution. The GME Office shall respond to such complaints within 14 days. The goal of local resolution is to address and resolve problems as quickly as possible and to stop any inappropriate behavior. A discrimination complaint may be filed with the University Complaint Investigation and Resolution Office (UCIRO). Employees may also file discrimination, harassment, or retaliation complaints with appropriate federal or state agencies. The parties agree to encourage the filing of discrimination complaints or through the University Complaint Investigation and Resolution Office grievance process in accordance with Article 7 of this Agreement.~~

3. Retaliation.

~~Retaliation against any individual who reports concerns regarding discrimination or harassment, who cooperates with or participates in any investigation of allegations of discrimination or harassment, or retaliation, or any individual who is perceived to have engaged in any of these actions is prohibited. The UW policy on discrimination (EO 31) also prohibits this conduct.~~

Article 21: Professional Development and Licensing

~~1. **Development.** Each Resident is allocated a professional development fund of \$350 per year. All programs are encouraged (but not required) to continue providing their Residents with funding that addresses specialty specific needs (e.g. loops, **Structure.** Residents will receive remuneration for costs incurred to obtain a required medical or dental license and in support of professional development as follows:~~

- ~~• An annual stipend of \$750 will be paid at the beginning of each training year as professional development funds.~~
- ~~• Reimbursement of training license for the state in which the resident works will be reimbursed by the training program. If a resident works in more than one state, the required licenses for the necessary states will be reimbursed.~~

~~Training programs are encouraged to reimburse the cost of a full license, at program discretion.~~

~~2. **Purpose.** specialty specific memberships, etc.) and that enhance specialty specific Resident development and program reputation (e.g. research grants, specialty specific meetings, etc). Residents may roll over unused Professional Development funds to successive training years up to a total of \$1000. This fund is intended to be used for uncovered expenses related to the Resident's professional development during the course of his/her training at the University and may include, but is not limited to, travel, lodging, and registration fees to attend non-program supported professional meetings or board preparation courses (in person or online); to purchase study materials (e.g., for USMLE or specialty boards), hard copy or electronic professional reference materials (e.g. textbooks or journals), and medical equipment, etc. Residents are encouraged to check the University of Washington Health Sciences Library for the availability of any given book prior to purchasing a digital book. All programs are encouraged to provide their Residents with funding that addresses specialty specific needs (e.g. specialty specific memberships, etc.) and that enhance specialty specific Resident development and program reputation (e.g. research grants, specialty specific meetings, etc.). Specialty specific required medical equipment will be provided by the program.~~

- ~~1. **Purchase.** The Resident must verify with their Program Director that the activity or item that they wish to purchase is reimbursable under the terms of this Article before they incur the expense. During the Resident's last year of training, all expenses must be submitted at least six (6) months prior to the Resident's completion of the program.~~
- ~~2. **Reimbursement.** The Resident will submit receipts for approved expenses to their Program Administrator within 30 days of expenditure. The Program will reimburse the Resident within 90 (ninety) days of submission of the receipts.~~

- 42 3. ~~License Fees. Residents require medical licenses in order to perform their~~
43 ~~jobs.~~ **Required Certifications.** Residents will be completely reimbursed for
44 ~~Washington State Medical license fees,~~ USMLE Step III, and any other required
45 certifications not provided by the residency program (such as ACLS, PALS,
46 ~~COMLEX, NBDE, etc.).~~ For each of these mandatory expenses, residents will
47 submit a request to ~~the GME office~~ their department or program, pursuant to
48 program policy, and will be reimbursed in full. Residents who moonlight must pay
49 for DEA licensure.

Article 23: Salary/Stipend

Section 1. Salary/Stipend

Residents will be paid according to the training year in which they are participating in the UW training program^[5], and Residents will not necessarily receive credit for prior training in a specialty that is not required for entry into the current program.^[6] Residents in any given level of training will be reimbursed at the same rate regardless of funding source, and there will be no differentials among the various specialty fields: within ACGME accredited programs. PLACEHOLDER: Should additional residents and fellows, for example employees in non-ACGME accredited programs, be added to the CBU, nothing in this agreement shall mandate that their salaries decrease or shall prohibit them from being paid "above book."

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

Section 1.1 Housestaff Salary/Stipend

Effective in the first pay period after contract ratification, the UW GME Stipend Schedule will be recalibrated ~~with a 3% increase~~ as shown below. Residents will receive a 3.5% across-the-board increase effective ~~7/1/17 and 7/1/18~~ on the first of July each year. In the below table, R level refers to pay level as specified in Article 22.

	R1	R2	R3	R4	R5	R6	R7	R8
AY17	\$54,876	\$57,024	\$59,352	\$61,908	\$64,572	\$67,608	\$71,124	\$75,168
AY20	62,000.00	64,356.00	66,865.88	69,607.39	72,600.50	75,722.32	79,281.27	83,403.90
AY18	\$56,520	\$58,728	\$61,140	\$63,768	\$66,504	\$69,636	\$73,248	\$77,424
AY21	64,170.00	66,608.46	69,206.19	72,043.64	75,141.52	78,372.61	82,056.12	86,323.04
AY19	\$58,224	\$60,492	\$62,976	\$65,676	\$68,496	\$71,724	\$76,452	\$79,752
AY22	66,415.95	68,939.76	71,628.41	74,565.17	77,771.47	81,115.65	84,928.08	89,344.34

	R9
AY20	\$88,157.92
AY21	\$91,243.45
AY22	\$94,436.97

Section 1.2 Chief Resident Supplement

A Resident who is appointed a Chief Resident ~~may will~~ receive additional salary/stipend supplement during the appointment period in the amount of ~~\$150~~ \$500 per month.

Section 1.3 ~~Home Call~~Housing Stipend

The parties recognize that Residents who train in certain programs must take call from home and report to these sites within times as short as 20 minutes. Other Residents have Risk or Jeopardy that require reporting to a site on short notice. Over the course of their training program, all Residents must report on short notice at some point. All Residents will receive a stipend annually in recognition of this training obligation. ~~Home call stipend is effective as of academic year 2017. It and the requirement to live in close proximity to covered sites. The housing stipend~~ will be paid as a lump sum in the first month of each academic year, except the first year of this agreement, in which it will be paid in the first pay period following ratification. The ~~amounts~~amount of the stipend will be as follows:

~~AY17—\$900~~

~~AY18—\$1150~~

~~AY19—\$1150~~

- \$13,000 per year, following ratification.

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

PLACEHOLDER: Should this CBA be ratified prior to the conclusion of the 2019-2020 academic year, the housing stipend paid out in the first pay period following ratification shall be less the home call stipend- already paid (\$1150)

Section 2. Grant-Funded Stipends

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

Section 3. Federal/State Grants & Contracts

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

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

[6] Residents who have previously completed clinical training experiences deemed relevant to the current training program may be eligible to receive a one-step stipend increase.

Article 25: Transportation

1. Parking During Normal Business Hours: Residents will have access to parking at University of Washington Medical Center (UWMC), Northwest Hospital (NWH), Harborview Medical Center (HMC), Seattle Children's Hospital (SCH), the VA Puget Sound Health Care System (VA), and other training sites. Parking at certain training sites will be provided at no charge; otherwise generally applicable rates will apply. Residents shall not be required to pay higher parking rates than other classified staff at the University.

2. Changes to Parking Policies and Rates-: Changes to daily parking rates at UW Medicine sites cannot occur without notice and opportunity for impact bargaining. If the University makes a change to parking rates or policy that would require Residents to pay a higher rate than other classified staff at the University, the UWHA will be given notice and an opportunity to bargain the decision.

3. Parking During Nights and Weekends: [PLACEHOLDER: This section is currently in dispute due to an active grievance] Residents will have access to parking at no charge during nights and weekends at UWMC, HMC, SCH and the VA.any UW Medicine clinical site.

4. On-Call Parking: Residents will have access to parking at no charge when called into the hospital while on home-call. Details of these provisionsthis benefit may differ by location and can be found in on the UW GME Parking Policy website.

Second 5. Multiple-Site Parking: Residents who are required to travel to a secondother training sitessites in the same day in order to attend conferences, education and administrative meetings, or clinic, or other clinical duties will be provided with pre-paid parking or will be reimbursedreimbursement by their program by submitting a receipt for parking at the second site,all subsequent sites if parking fees are in effect at both sitesin one of the sites. Receipts should be submitted to the resident's program administrator.

6. Travel Allowance: Residents typically have no designated primary workplace, travel at irregular hours (when alternative sources of transportation may not be readily available), and may have assigned duties at several sites during the same rotation, thereby incurring related travel costs not incurred by others. In lieu of itemized reimbursement of travelorder to offset these costs, each Residentresidents will receive a \$750 per year travel allowance. This amount will also be provided in full (not prorated) in year one of the contract. Circumstances in which residents are on "travel status" as defined by university policy are not addressed by this travel allowance provision and are handled separately under university travel policies and procedures.

7. Away Rotation Reimbursement: residents who are required to travel to away rotations more than 50 miles from their primary work site will be placed on Travel Status and reimbursed for lodging, mileage, and gasoline per UW Travel Office guidelines.

8. Shuttles:

1.—a. Residents will have free and unfettered access to the UW shuttles (including but not limited to Health Sciences Express, NightRide, South Lake Union, and SCCA shuttles).

~~The schedules, routes, types, and operation of schedules will be determined by UW and will be **Shuttles**. Residents are encouraged to use alternative transportation methods including UW Shuttles and Fred Hutchinson Center Shuttles. A list of free shuttles available between University and affiliated institutions and shuttle schedule information is available on the GME website.~~

~~2. **U-PASS**: Residents will have the option of participating in the UW U-PASS program, which provides residents with a variety of low-cost transportation options, including full fare coverage on Metro Transit and other local and regional buses, full fare coverage on light rail, free rides on the NightRide shuttle service (local UW campus locations only), discount on Zipcar car-sharing program, and discounts and special offers at many local businesses.~~

~~available on the GME website.~~

~~b. Residents will have free and unfettered access to shuttles provided by SCH, the Fred Hutchinson Center, and the VA. An SCH badge is not required to ride the SCH shuttle as long as another badge can prove resident or fellow appointment.~~

~~9. **U-PASS**: Residents will be provided with a fully-subsidized U-PASS. Activation and maintenance of this benefit are subject to UW Transportation Services requirements.~~

~~10. **Bicycles benefits**. The University and the UWHA are committed to supporting alternative transportation options. To support bicycle use, two stipends shall be provided to qualifying residents.~~

~~a. **Bicycle stipend**. The Employer will make available \$58,139 per year for a bicycle program to encourage bicycling, offset the costs of bicycle maintenance, and offset the costs of a bicycle share membership. In April of each year, residents will attest to GME through WorkDay or other means which GME shall create that they have biked to work at least five times per month on average since the beginning of the training year. Within one month, the Employer will provide a bicycle stipend of \$172.50 to those individuals.~~

~~b. **Free helmets**. Separate from the bicycle stipend, the Employer will provide a helmet stipend of \$100 through the same means and same schedule as the bicycle stipend.~~

~~c. **Secure Bicycle Storage**:- The University will make a good faith effort to provide free, reliable access to secure bike cages at each UW-operated training site to allow safe storage of bicycles at work.~~

~~3. **Bicycle Sustainability**: Residents who bike >80% of a quarter shall receive at the end of the quarter \$25 to apply towards bike maintenance to promote continued safe, reliable bicycle transportation.~~

~~11. **Emergency/Safe Ride Home Program**: The UW will provide an Emergency/Safe Ride Home Program for all Residents. If a situation arises where a Resident ~~is~~feels unable to safely get home at the end of or during ~~his/her~~their shift due to extreme~~

fatigue, illness, unsafe conditions, or the late hour, the Resident may use the Emergency/Safe Ride Home Program. This program provides round-trip transportation to the Resident's place of residence via Uber, Lyft/rideshare or taxi from an approved training site. ~~The GME Office will reimburse 100%. The Employer will create a fund for the resident emergency/safe ride home program making available a total of \$10,000 per year. Residents will submit claims directly to UWHA, and the union will be responsible for determining eligibility. The UWHA will inform the UW of the total amount of the fare (which does not include tip) within a reasonable time after receipt submission. money to be dispersed each quarter, and the UW will then provide the UWHA with the money to fund this program quarterly.~~

12. University Transportation Committee (UTC): The University and the UWHA Board recognize the unique transportation challenges and limited flexibility of Residents, given the unique duty hours and unpredictability of the Resident schedule. To this end, the University is committed to considering the unique needs of Residents in the context of discussions regarding all modes of transportation used for commuting and University business, and will advocate for solutions that are responsive to those unique needs at the UTC, which is the primary venue for coordination of transportation issues on the Seattle Campus. ~~The UTC will designate one (1) permanent position on the committee to a UWHA-endorsed Resident plus a designated alternate. Their appointment and term will be coordinated by the UWHA.~~

~~4. **UW-UWHA Parking Committee:** The University and the UWHA will assure its commitment to this issue with the formation of a committee for Resident parking to include Resident representation and charged to continue to work for solutions to assure affordable and appropriate access to parking.~~

~~5. **Alternative Transportation Incentive:** The University and the UWHA will assure its commitment to supporting alternative transportation options with the formation of a joint task force to develop a Bike Program. The University will support the mutually agreed upon Bike Program by making available \$50,000 per year. The program will provide free helmets for all Resident bike riders (as defined by the task force), reimbursement for up to \$100 per year in bike maintenance costs, and a free annual memberships to Pronto Cycle Share. The allocation of funds will be made by the parties. The final details of fund distribution will be provided by UWHA to the University each year.~~

A. The UTC will designate one (1) permanent position on the committee to a UWHA-endorsed Resident

B. A substitute may be designated by UWHA provided 24 hours notice is given to the committee chairperson

C. This appointment and term will be coordinated by the UWHA.

13. Notice: The University agrees to inform the UWHA as soon as possible after the University learns of any modifications to parking policies that may affect Residents. At sites operated by the University, the UWHA will have the option to bargain the impacts of any changes to parking policy that will affect Residents.

Article 26: Miscellaneous, Duration, and Union Activities

1. Staff Representatives:

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

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

3. **Bulletin board:** A bulletin board exclusively for the use of the UWHA shall be established or designated in each inpatient work site, including UWMC-Montlake, UWMC-Northwest, HMC, SCH, and VA, for the posting of notices and information pertaining to official business of the Union. Materials posted on Union bulletin boards without the signature of a recognized Union officer or representative may be removed.

4. **Duration and owed wages:** This Agreement shall become effective retroactively from July 1, 2019 and remain in force through June 30, 2022. Either party may request negotiation of a successor agreement in writing no sooner than July 1, 2021. Should such notice be served, bargaining shall commence at a time agreed upon by the parties no sooner than January 1, 2022. Negotiations shall take place on weekends at any time or on weekdays no earlier than 3pm in order to reduce interruption in patient care and learning. Upon ratification of this agreement, financial benefits (e.g. salary, stipends, and reimbursements) and leave benefits will be issued retroactively to begin on July 1, 2019. A lump sum payment totaling the difference between wages and stipends guaranteed by the contract and wages and stipends granted prior to

ratification. A Management/Association meeting can be scheduled by either party to review the implementation status of this Agreement.

5. **E-mail, Fax Machines, the Internet, and Intranets.** In order to minimize the use of state operated email for union purposes, the employer will provide the union with a list of all known non-state operated emails and phone numbers for all incoming bargaining unit members by May of each year, before they start employment. Employees may use state operated email to request union representation. Union representatives, officers, and stewards may use state owned/operated equipment to communicate with the affected employees and/or the Employer for the exclusive purpose of administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 7, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. The Union and employees covered by this Agreement will only use state-owned or operated e-mail, fax machines, and computers to communicate with one another regarding union business if such use will:

- Result in little or no cost to the Employer;
- Not compromise the security or integrity of state information or software;

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

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