

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)

1 **Article 1: Childcare**

2 1. **Purpose.** The University and the Residents are committed to working together to
3 address the challenges of obtaining affordable, flexible, and reliable childcare for
4 Residents with children given the high cost of quality childcare and the
5 demanding, and often unpredictable, nature of residency work hours.

6 2. **UW Children's Centers.** ~~Four (4) Children's Centers at the University of~~ Washington's Seattle campus ~~Washington Childcare Centers (UWCC)~~ serve
7 faculty, staff, and students by providing year-round, on-site, infant, toddler, and
8 preschool childcare. ~~The Children's Center at West Campus serves primarily UW~~
9 ~~faculty and staff. The Children's Centers at Radford Court and Laurel Village~~
10 ~~serve students, faculty and staff at the University, yet give priority to UW students~~
11 ~~in family housing. The UW Children's Center at Harborview Medical Center~~
12 ~~primarily serves those located at Harborview Medical Center, but is available to~~
13 ~~all UW faculty, staff, and students. Each of these centers has its own waitlist and~~
14 ~~enrollment policies. Childcare center enrollment eligibility and priority is outlined in~~
15 ~~Administrative Policy Statement 51.1. Residents can download the wait pool~~
16 ~~application to add their names to the UWCC wait pool, which covers all four~~
17 ~~Seattle campus centers, at hr.uw.edu/child-care/uwcc and/or download the wait~~
18 ~~pool application for the UW Children's Center at Harborview.~~
19 <https://hr.uw.edu/child-care/child-care-at-harborview/>.

20 3. **Childcare Fund.** Access to the highly desirable, affordable UW Children's
21 Centers is limited. To reduce the higher financial burden of seeking childcare
22 outside of the University Centers, UW will create a fund to assist in childcare
23 expenses, making available ~~\$50250,000~~ per year to a Resident childcare fund,
24 hereafter referred to as the RCF. The UWHA will be responsible for determining
25 eligibility criteria for appropriate distribution based on Resident need. The
26 University will be responsible for distributing these funds, no more than twice
27 annually. The eligibility criteria to be utilized by the UWHA will be provided to the
28 University at the beginning of each year.

29 4. ~~UW will contribute an amount equal to the difference in waitlist fees between UW~~
30 ~~Children's Centers and other affiliated childcare centers. Other affiliated childcare~~
31 ~~centers include Bright Horizon childcare centers, or other childcare centers or~~
32 ~~agencies with which the University may establish a formal relationship.~~ **Offsite**
33 **Childcare.** Residents will receive priority access to Bright Horizon ~~childcare~~
34 ~~centers, and KinderCare childcare centers, as detailed at [1](https://hr.uw.edu/child-
35 care/off-site-child-care/, and the priority access enrollment fee will be partially
36 waived.</p><p>37 5. Back-up and Sick Child Care. If the University of Washington has an active
38 contract for <u>Back-Up</u>/Sick Child Care Services, Residents shall be able to fully
39 participate. The University shall underwrite the entire daily fee. Residents shall
40 only pay a one-time registration fee of $5 for each child
41 pay the current vendor
42 registration fee. In addition, the University will provide an emergency fund of
43 $50,371 in addition to the RCF, which will be available to reimburse Residents
44 who have needed to pay for emergency childcare services when the University-
45 subsidized program is inaccessible. The UWHA will be responsible for collecting</p></div><div data-bbox=)~~

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

48 1. Residents with dependents will be eligible to participate in any Nanny Share
49 Programs and/or discounts offered to UW employees. Such networks will help to
50 coordinate background checks, matching, and nanny sharing agreements.

51 2. An UWHA endorsed representative and an alternate will be appointed annually
52 to the Childcare Advisory Group, which provides input to the Director of WorkLife
53 and Childcare Development on work/life issues to further the goal of improving
54 access to affordable on-site childcare for Residents.

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

60 6.7. At the request of either party, the UWHA and the University will continue
61 to meet and discuss childcare-related improvements for Residents with children
62 or those ~~whom~~who plan to have children.

1 **Article 2: Committee Memberships and Hospital Committee**

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

4 **UWMC**

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

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

8 3. Quality Oversight Committee

9 **2. ~~Medical Leadership Council~~**

10 **3. ~~Mortality Oversight Meeting~~**

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

12 **4. ~~Core Measures Oversight~~**

13 5. Physician Engagement Team **(UW Medicine)**

14 6. UWMC Board Facilities, Finance and Joint Conference Committee

15 7. Inpatient Clinical Performance Council ICPC

16 8. Medical Quality Improvement Committee (MQIC)

17 **HMC**

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

19 1. Medical Quality Improvement Committee (MQIC)

20 2. Critical Care Council

21 3. Trauma Council

22 4. Surgical Council

23 **2. ~~OR Coordinating Committee~~**

24 5. HMC Patient Safety Committee

25 6. HMC Quality Improvement Committee

26 7. HMC OI Metrics Meeting

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

28 8. Acute Care Council

29 **4. ~~Ambulatory Quality and Safety Committee~~**

30 9. Infection Prevention and Control Committee

31

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.

32

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.

33

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 ana 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.

34

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 CommitteeGMEC 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.

35

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

36

6. The UWHA shall furnish the University, to the best of its ability through its Administrator, with the names of the ResidentUWHA-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 JOG, the University shall provide an

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

78
79 ~~7. In the event that a new committee pertinent to the learning and working environment for~~
80 ~~Residents is established, the UniversityUWHA and the UWHAEmployer, by mutual~~
81 ~~agreement, may include ana UWHA-endorsed Resident committee memberappointed~~
82 ~~representative on the new committee. If a Resident is not appointed to a committee,~~
83 ~~alternative means for soliciting Resident input on issues of concern to the Residents~~
84 ~~and the UWHA shall be agreed upon mutually.~~

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

90
91 ~~8. UWHA and the University agree that Resident representation on University~~
92 ~~committees is beneficial to all parties. As such, to encourage trainee participation, all~~
93 ~~UWHA and peer-appointed representatives shall be allowed to submit for excused~~
94 ~~absence(s) in compliance with their respective programs leave policy as requested by~~
95 ~~said member from regular clinical or scholarly duties in order to attend their respective~~
96 ~~committee meeting.~~

97

1 **Article 3: Definitions**

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

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

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

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

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

21 **Fellowship:** see "subspecialty program."

23 **Graduate Medical Education:** The period of didactic and clinical education in a
24 medical specialty which follows the completion of a recognized undergraduate medical
25 education and which prepares physicians for the independent practice of medicine in
26 that specialty, also referred to as residency education. The term "graduate medical
27 education" also applies to the period of didactic and clinical education in a medical
28 subspecialty which follows the completion of education in a recognized medical
29 specialty and which prepares physicians for the independent practice of medicine in that
30 subspecialty.

32 **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
33 particular year in a program. For example, a resident in pediatric cardiology could be in
34 the first program year of the pediatric cardiology program but in his/her fourth graduate
35 year of GME (including the 3 prior years of pediatrics.) Also referred to as 'post
36 graduate year' or 'PGY.' Graduate-Year Level or PGY may vary from Appointment
37 Level. **(for the purpose of this contract, appointment level is defined as the level at**
38 **which a resident is paid for a specific period of time).**

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

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

48
49 **Program:** A structured educational experience in graduate medical education designed
50 to conform to the Program Requirements of a particular specialty/subspecialty, the
51 satisfactory completion of which may result in eligibility for board certification.

52
53 **Program Director:** The one (1) physician designated with authority and accountability
54 for the operation of the residency/fellowship program.

55
56 **Program Year:** Refers to the current year of education within a specific program; this
57 designation may or may not correspond to the resident's graduate year level. See
58 *Graduate-Year Level.*

59
60 **Residency:** A program accredited to provide a structured educational experience
61 designed to conform to the Program Requirements of a particular specialty.

62
63 **Resident:** Any physician or dentist in an accredited graduate medical education
64 program, including interns, residents, and fellows.

65
66 **Rotation:** An educational experience of planned activities in selected settings, over a
67 specific time period, developed to meet goals and objectives of the program.

68
69 **Specialty Program:** A structured educational experience in a field of medical practice
70 following completion of medical school and, in some cases, prerequisite basic clinical
71 education designed to conform to the Program Requirements of a particular specialty;
72 also known as 'core' programs.

73
74 **Sponsoring Institution:** The organization (or entity) that assumes the ultimate financial
75 and academic responsibility for a program of GME. The sponsoring institution has the
76 primary purpose of providing educational programs and/or health care services (e.g., a
77 university, a medical school, a hospital, a school of public health, a health department, a
78 public health agency, an organized health care delivery system, a medical examiner's
79 office, a consortium, an educational foundation).

80
81 **Subspecialty Program:** A structured educational experience following completion of a
82 prerequisite specialty program in GME designed to conform to the Program
83 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/overseesoverseas 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 OfficeResidents 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.
4. **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.

1 **Article 7: Grievance Procedure**

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

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

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

- 17 a. The date upon which the grievance occurred, or that the grievance is
18 ongoing
- 19 b. The specific Article(s) and Section(s) of the Agreement violated
- 20 c. Specific remedy requested
- 21 d. The grievant(s) name(s), or that the grievance is on behalf of all affected
22 residents
- 23 e. Name and signature of Union representative (Staff or Steward)
- 24 f. Nature of the grievance

25 **3.4. Scope.** This article does not govern complaints made outside the terms of
26 this Agreement. ~~The University will work with the UWHA to inform and educate~~
27 ~~employees regarding the appropriate forums to raise and address other~~
28 ~~questions or concerns.~~

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

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

33 **4.7. Representation.** An employee may not file a grievance without the
34 permission of the UWHA. All employees are encouraged to resolve
35 disagreements within their respective programs. Employees may contact the
36 UWHA at any time to begin the grievance procedure, and the UWHA has sole
37 discretion to determine whether the grievance shall be filed, and the extent to
38 which the grievance shall be pursued. With the permission of the UWHA, an
39 aggrieved party may be accompanied by another resident, employee, or legal
40 counsel.

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

44 **5.8. Time Limits.** Employees must contact the UWHA within sixty (60)
45 calendar days from the occurrence of the events giving rise to the grievance, or
46 from the time at which the aggrieved individual or UWHA should reasonably have
47 become aware of the facts. Members are encouraged to bring potential
48 grievances to the UWHA's attention as soon as possible. The UWHA is
49 responsible for officially submitting the grievance, if it decides to file a grievance.
50 A notification of the intent to file a grievance by the UWHA to the Office of
51 Graduate Medical Education Office ("GME Office") satisfies the sixty (60) day
52 time limit requirement and an official grievance must be submitted within the next
53 thirty (30) days. Under no circumstances will the University tolerate retaliation
54 against a Resident for filing or otherwise exercising the rights of this article. **Time**
55 **Limits for filing and processing.** Any Resident who believes that retaliation has
56 occurred against him/her by any member of the University should notify the GME
57 Office immediately. Failure to notify, file, or appeal a grievance within the
58 specified time periods will constitute a waiver of the grievance and the matter will
59 be deemed resolved. Similarly, failure of the University to respond within the time
60 limits permits the grievance to automatically proceed to the next step of the
61 grievance procedure. By mutual written agreement, parties may extend any and
62 all time limits, and reasonable requests for specific time extensions should be
63 honored.

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

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

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

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

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

137 a. **Composition:** The committee will be composed of ~~current~~
138 ~~sitting members of the UW GMEC and will include~~ two (2)
139 physician representatives chosen by the Chair of the GMEC
140 and 2 resident members chosen by the UWHA. Faculty and
141 residents of the program(s) involved in the dispute may not be
142 appointed, ~~except in grievances pertaining to the entire~~
143 ~~membership.~~ An additional representative will be designated
144 by the Director of Labor Relations ~~and an additional~~
145 ~~representative will also be designated by UWHA.~~ The
146 Committee will be chaired by the Associate Dean for Graduate
147 Medical Education or his/her designee. ~~In order to hasten~~
148 ~~scheduling of this meeting, both the Chair of GMEC and the~~
149 ~~UWHA are encouraged to select at least four representatives~~
150 ~~each who could serve, collect availability information, and then~~
151 ~~decide on the exact members based on ability to schedule the~~
152 ~~meeting in a timely fashion.~~

153 b. **Attendance:** The aggrieved party(ies) and any other
154 individuals with germane knowledge of the events or specific
155 terms of the Agreement under consideration will be permitted
156 to attend the meeting. However, only the aforementioned
157 Committee members are permitted to be in attendance during
158 any pre-proceeding meetings (i.e., organizational meetings)
159 and the deliberations.

160 c. **Execution:** Both parties will have an opportunity to present
161 their interpretation of the case to the Committee. Members of
162 the Committee may ask clarifying questions to either party at
163 any time. The Committee as well as both parties will have an
164 opportunity to ask questions of third parties who appear as
165 subject matter experts or witnesses.

166 d. **Decision-Making:** The Committee shall issue a written
167 consensus statement of its findings and render a
168 recommended course of action within fourteen (14) calendar
169 days that will be transmitted to all parties to the grievance. Any
170 Committee member may write a dissenting statement in
171 addition to the consensus statement that is allowed. ~~The~~
172 ~~UWHA and the University shall each have fourteen (14)~~
173 ~~calendar days to accept or reject the Committee decision. If~~
174 ~~either party rejects the decision, the matter may be moved to~~
175 ~~Step Four.~~

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

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

193
194 ~~Step Four. The UWHA may choose either the Step Three Committee or~~
195 ~~mediation, but not both. If the UWHA selects mediation, the University~~
196 ~~may still opt to forego mediation and instead choose to proceed with the~~
197 ~~Step Three Committee procedure. The UWHA may not opt to proceed~~
198 ~~directly from Step Two to Step Four without utilizing the Step Three~~
199 ~~Committee or mediation.~~

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

207 1. Panel of Arbitrators:

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

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

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

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

231 2. The arbitrator will conduct a hearing in accordance with the
232 rules of the American Arbitration ~~UWHAAssociation~~. The
233 arbitrator will strive to render a decision on the grievance within
234 30 days of the close of the hearing, or as otherwise agreed
235 between the parties.
236 3. The decision of the arbitrator will be binding on all parties.
237 4. The expenses and fees of the arbitrator will be shared equally
238 by the UWHA and the University.
239 5. The parties agree that the arbitrator shall not have the power or
240 jurisdiction to render a decision that adds to, subtracts from,
241 alters, amends or modifies in any way the terms and conditions
242 of Agreement. The arbitrator will have no jurisdiction or
243 authority to substitute his/her judgment for any academic or
244 clinical judgment made by the University.
245 6. Each party ~~shall bear its own~~is responsible for all fees and
246 ~~expenses in presenting its case, including the costs of legal~~
247 ~~representation~~its staff representatives, attorneys, experts,
248 ~~witnesses, and all other costs related to the development and~~
249 ~~presentation of their case.~~

1 **Article 11: Leave – Extended**

2 **Extended Family and Medical Leave – Residents**

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

12
13 During the period of parental leave, the University shall maintain basic insurance
14 benefits for the Resident. The Resident will be responsible for maintaining any
15 optional insurance coverage, other payroll deductions, and insurance co-
16 payments. Residents may utilize benefits under Washington's Family and Medical
17 Leave (PFML) Program as defined in RCW 50A.04 (see Section 3 below).

18
19 **2. Pregnancy Accommodation.** The Employer and the Union will comply with all
20 relevant federal and state laws, regulations, and executive orders and with the
21 provisions of Washington Administrative Policy Statement 46.7 Reasonable
22 Accommodation of Pregnant Employees. The University and the Union are
23 committed to providing reasonable accommodation to pregnant employees.
24 Pregnant residents are encouraged to seek needed accommodations to their
25 schedules and work responsibilities during their pregnancy and for two (2) months
26 afterwards. The University will provide training/guidance to Program Directors
27 regarding accommodation for pregnant Residents.

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

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

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

3. Federal Family and Medical Leave Act (FMLA)

55 a. Consistent with the federal Family and Medical Leave Act of 1993, an
56 employee who has worked for the state for at least twelve (12) months and
57 for at least one thousand two hundred and fifty (1250) hours during the
58 twelve (12) months prior to the requested leave is entitled to up to twelve
59 (12) work weeks of leave per year for any combination of the following:
60 i.parental leave to care for a newborn or newly placed adopted or
61 foster child; or
62 ii.personal medical leave due to the employee's own serious
63 medical condition that requires the employee's absence from
64 work; or
65 iii.family medical leave to care for a family member who suffers from
66 a serious medical condition that requires care or supervision by
67 the employee.
68 iv.Family Member is defined as: the employee's spouse or same or
69 opposite sex domestic partner, child, parent, grandparent,
70 grandchild, sister, or brother. It also includes individuals in the
71 following relationships with the employee's spouse or domestic
72 partner: child, parent, and grandparent. "Child" also includes any
73 child residing in the employee's home through foster care, legal
74 guardianship or custody. Family members include those persons
75 in a "step" relationship.
76 b. The amount of family medical leave available to an employee is determined
77 by using a rolling twelve (12) month period. The rolling twelve (12) month
78 period measures FMLA leave availability by "looking backward" from the date
79 an employee begins FMLA leave, adding up any FMLA leave used in the
80 previous twelve (12) months, and subtracting that amount from the
81 employee's twelve (12) workweek FMLA leave entitlement. The remaining
82 amount is available to the employee.
83 c. The University will continue the employee's existing employer-paid health
84 insurance benefits during the period of leave covered by FMLA. The resident
85 will be responsible for maintaining any optional insurance coverage, other
86 payroll deductions, insurance co-payments and their portion of the health
87 insurance premium. If the Resident's medical or parental leave extends
88 beyond the FMLA-covered period, paid leave may be utilized to retain UW-
89 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-medical-leave-pfml/>.
129 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-leave-pfml/how-to-file-for-pfml/>.

131
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~~

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

150

151
152 [2] Nothing in this agreement should be construed to alter the University’s definition of
153 “Qualifying Condition” under the Shared Leave Policy. Examples of qualifying
154 conditions are provided for illustrative purposes only. All submitted conditions are
155 evaluated on a case-by-case basis in order to determine the appropriateness under
156 this article.

1 **Article 12: Leave – Holidays**

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

- 8 a. New Year's Day
- 9 b. Martin Luther King Jr. Day
- 10 c. Presidents Day
- 11 d. Memorial Day
- 12 e. Independence Day
- 13 f. Labor Day
- 14 g. Veterans Day
- 15 h. Thanksgiving Day
- 16 i. Native American Heritage Day
- 17 j. Christmas Day

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

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

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

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

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

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

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

47 2. **Faith/Conscience Unpaid Personal Holiday.** In accordance with RCW
48 1.16.050, Residents ~~will have the option to~~~~may~~ take up to two (2) unpaid holidays
49 per calendar year for a reason of faith or conscience, or for an organized activity
50 conducted under the auspices of a religious denomination, church, or religious
51 organization.

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

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

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

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

1 **Article 15: Leave – Sick**

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

9 2. **Sick and Health Maintenance Leave.**

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

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

23 3. ~~Sick leave may be used for the following:~~

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

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

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

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

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

62 C. ~~Condolence or bereavement—see bereavement leave for details. (Article~~
 63 ~~12)~~

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

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

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

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

1 **Article 16: Leave – Vacation**

2 **1. Vacation Leave.** [PLACEHOLDER: Effective July 1, 2020 if a satisfactory lump
3 sum payment is reached] Effective on ratification of this contract, Residents will
4 receive a minimum of twenty-one (21) days (1520 weekdays and 68
5 weekend days) of paid vacation at the start of each one (1) year appointment
6 period. Any individual Program may increase the number of days of paid vacation
7 for their program or particular postgraduate year(s) of their program, at their
8 discretion. Residents appointed less than full time ~~but greater than or equal to~~
9 50% FTE will receive vacation leave credit on a pro rata basis. ~~Residents~~
~~10 appointed less than 50% FTE are not eligible to receive and/or use vacation~~
~~11 leave. Unused vacation leave shall lapse at the expiration of each days do not~~
~~12 carry forward to be used in subsequent~~ appointment periods. If a vacation period
~~13 is scheduled in such a way that it overlaps with or is adjacent to a day or days~~
~~14 when the Resident is not scheduled to be working, those unscheduled days shall~~
~~15 not be counted as vacation for the purposes of overall vacation day use.~~

16 **2. Vacation Scheduling.** All vacation requests must be submitted to the program
17 according to program policy and approved by the Program Director prior to
18 commencement. Additional approval may be required by the head of the clinical
19 service upon which the Resident is rotating, if applicable. Programs will make
20 every effort to honor vacation requests that are made in a timely manner.

21 **3. Effects of Leave on Board Eligibility.** Every Member Board of the American
22 Board of Medical Specialties, Oral and Maxillofacial Surgery, and Pediatric
23 Dentistry has leave restrictions that differ from those of the University of
24 Washington, and Residents are subject to both sets of policies. Use of vacation
25 leave may affect a Resident's eligibility for board certification. Program Directors
26 will inform Residents of their Program's policy on this topic, which specifies the
27 effects of leaves on eligibility for certification by the relevant Member Board.
28 Residents must complete all program requirements related to clinical training,
29 didactics, scholarly activities, and other program curricula. Residents may not
30 utilize vacation leave to shorten the overall length of training.

1 **Article 19: No Strikes, No Lockouts**

2 1. The University and the UWHA acknowledge that this Agreement provides,
3 through the grievance procedure and through other administrative remedies, for
4 an orderly settlement of grievances or disputes which may arise between the
5 parties. Accordingly, the parties agree that the public interest requires the
6 uninterrupted performance of all University and medical services and to this end
7 pledge to prevent or eliminate any conduct contrary to that objective. Therefore,
8 the University shall not lock out any of the employees as a result of a labor
9 dispute or grievance or disputes on personnel matters; nor shall the UWHA in
10 any way authorize, assist, condone, participate in, or lend support to any work
11 stoppage, work slowdown or any other curtailment of work in the bargaining unit,
12 and employees shall not engage in any such activity.

13 2. Should the UWHA or any Resident engage in any unauthorized concerted action,
14 then once the employees have returned to work and continue working, a
15 Housestaff Advisory Committee shall immediately meet in a good faith effort to
16 resolve the dispute. This section shall not restrict the ability of the University to
17 discipline employees for engaging in prohibited conduct. The university may not
18 apply different discipline to multiple Residents who took the same action.

19 3. Any action of the University in closing its facilities during a general strike, riot, or
20 civil disturbance for the protection of the institution, its property, or its employees
21 shall not be deemed a lockout.

22 4. Nothing herein constitutes a waiver of the University's right to seek appropriate
23 legal relief in the event of a violation of this Article.

24

1 Article 20: Non-Discrimination

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

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

9 ~~In addition, no employee shall be subjected to discrimination or harassment based on ethnic~~
10 ~~origin, political affiliation, medical condition, membership or non-membership in a union, or~~
11 ~~because of the participation or lack of participation in union activities. Executive Order (EO) No.~~

12 ~~31. Bona fide occupational qualifications are not to be considered a violation of this~~
13 ~~section is the UW policy that applies to discrimination and harassment.~~

14 **2. Complaints.**

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

24 **3. Retaliation.**

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

1 Article 21: Professional Development and Licensing

2 1. Development. Each Resident is allocated a professional development fund of
3 \$350 per year. All programs are encouraged (but not required) to continue
4 providing their Residents with funding that addresses specialty specific needs
5 (e.g. loops, Structure. Residents will receive remuneration for costs incurred to
6 obtain a required medical or dental license and in support of professional
7 development as follows:

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

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

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

34 1. Purchase. The Resident must verify with their Program Director that the activity
35 or item that they wish to purchase is reimbursable under the terms of this Article
36 before they incur the expense. During the Resident's last year of training, all
37 expenses must be submitted at least six (6) months prior to the Resident's
38 completion of the program.

39 2. Reimbursement. The Resident will submit receipts for approved expenses to
40 their Program Administrator within 30 days of expenditure. The Program will
41 reimburse the Resident within 90 (ninety) days of submission of the receipts.

42 3. ~~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.

1 **Article 23: Salary/Stipend**2 **Section 1. Salary/Stipend**

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

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

17 **Section 1.1 Housestaff Salary/Stipend**

18 Effective in the first pay period after contract ratification, the UW GME Stipend Schedule
 19 will be recalibrated with a 3% increase as shown below. Residents will receive a 3.5%
 20 across-the-board increase effective 7/1/17 and 7/1/18.on the first of July each year. In
 21 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

24

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

25 **Section 1.2 Chief Resident Supplement**

26 A Resident who is appointed a Chief Resident maywill receive additional salary/stipend
 27 supplement during the appointment period in the amount of \$150500 per month.

28

29 **Section 1.3 Home CallHousing Stipend**

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

40 ~~AY17—\$900~~

41 ~~AY18—\$1150~~

42 ~~AY19—\$1150~~

43 • ~~\$13,000~~ per year, following ratification.

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

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

50 **Section 2. Grant-Funded Stipends**

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

58 **Section 3. Federal/State Grants & Contracts**

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

61 [5] Starting training levels may vary for programs with alternative training pathways such as Pain Medicine,
62 Clinical Informatics, Dermatology, Occupational Medicine, Critical Care Medicine, Sleep Medicine, Nuclear
63 Medicine, Child & Adolescent Psychiatry, and Radiology fellowships.

64 [6] Residents who have previously completed clinical training experiences deemed relevant to the current
65 training program may be eligible to receive a one-step stipend increase.

1 **Article 25: Transportation**

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

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

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

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

21 **Second5. Multiple-Site Parking: Residents who are required to travel to a
22 secondother training sitessites in the same day in order to attend conferences,
23 education and administrative meetings, or clinic, or other clinical duties will be
24 provided with pre-paid parking or will be reimbursedreimbursement by their program
25 by submitting a receipt for parking at the second site, all subsequent sites if parking
26 fees are in effect at both sitesin one of the sites. Receipts should be submitted to the
27 resident's program administrator.**

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

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

42 **8. Shuttles:**

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

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

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

56 available on the GME website.

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

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

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

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

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

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

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

84
85 **11. Emergency/Safe Ride Home Program:** The UW will provide an Emergency/Safe
86 Ride Home Program for all Residents. If a situation arises where a Resident ~~is~~feels
87 unable to safely get home at the end of or during ~~his/her~~their shift due to extreme

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

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

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

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

121 A. The UTC will designate one (1) permanent position on the committee to a
122 UWHA-endorsed Resident
123 B. A substitute may be designated by UWHA provided 24 hours notice is given to
124 the committee chairperson
125 C. This appointment and term will be coordinated by the UWHA.

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

1 **Article 26: Miscellaneous, Duration, and Union Activities**

2 **1. Staff Representatives:**

3

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

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

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

36 **4. Duration and owed wages:** This Agreement shall become effective
37 retroactively from July 1, 2019 and remain in force through June 30, 2022.
38 Either party may request negotiation of a successor agreement in writing no
39 sooner than July 1, 2021. Should such notice be served, bargaining shall
40 commence at a time agreed upon by the parties no sooner than January 1,
41 2022. Negotiations shall take place on weekends at any time or on weekdays no
42 earlier than 3pm in order to reduce interruption in patient care and learning.
43 Upon ratification of this agreement, financial benefits (e.g. salary, stipends, and
44 reimbursements) and leave benefits will be issued retroactively to begin on July
45 1, 2019. A lump sum payment totaling the difference between wages and
46 stipends guaranteed by the contract and wages and stipends granted prior to

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

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

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

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

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