

University of Washington Human Resources

---

## SEIU 1199 UWMC-NW Contract

---

**Notes:** Looking for a specific term or topic within a contract? Use “Control F” (PC) or “Command F” (Mac) to search within a web page.

The text below is the most recent version of the contract. Use the print button for a hard copy.

[PRINT THIS PAGE](#)

---

Visit [SEIU 1199NW UWMC-NW Mid-cycle MOUs](#) to view agreements made within the life of this contract.

---

### UW/SEIU 1199 (Effective 2023-2025 Biennium)

The tentative agreements for updates to the contract effective in the 2023-2025 biennium may be found [here](#). All articles not included in these tentative agreements will be included in the 2023-2025 contract using language currently in the 2021-2023 contract.

---

### UW/SEIU 1199 (Effective 2021-2023 Biennium)

#### Article 1 – Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time, intermittent and nonpermanent employees employed by the University of Washington at its facilities located at the University of Washington Medical Center – Northwest and at the Northwest Clinics and the UW Neighborhood Clinics as certified by the Public Employment Relations Commission under the jurisdiction of RCW 41.80.

#### Article 2 – Union Membership; Dues Deduction

**2.1 Dues Deduction.** Upon authorization by an individual employee to the Union, the

Employer shall provide for the semi-monthly payroll deductions of union dues which are uniformly applied to all members in those bargaining units in which the Union is the exclusive bargaining agent.

**2.1.1** The Union shall transmit to the Employer via a web based electronic reporting system, by the cut-off date for each payroll period, the name and Employee ID number of employees who have, since the previous payroll cut-off date, provided authorization for deduction of dues, COPE, or have changed their authorization for deduction. The Employer will provide instructions and templates for the web based electronic reporting system and provide a calendar of required payroll cut-off dates.

**2.2.** Employees who move to a position in another bargaining unit represented by the Union will have their Union deduction continued. When an employee covered by this contract moves to a position that is not covered by this contract, dues deducted on behalf of the Union will cease.

Semi-monthly the Employer's Payroll Office will transmit the total deducted amount of dues money to the Union's office together with a list of current members on dues deduction together with any additions and deletions for that month.

The Union will provide the Employer thirty (30) days advance notice of a change in the amount of dues.

**2.3 Indemnification.** The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the University harmless from all claims, demands, suits or other forms of liability that may arise against the University for or on account of any deductions made from the wages of such employees or for any action taken in compliance with this Article.

**2.4 Revocation.** The Employer will direct all questions about revocation to the Union. An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Employer and the Union in accordance with the terms and conditions of their signed membership card. Every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll, after receipt by the Employer of confirmation from the Union that the terms of the employee's signed membership card regarding dues deduction revocation have been met.

**2.5 Rosters.** Each pay period the Employer will provide the following four (4) reports electronically.

1. Total Compensation and deductions  
Name

Home Address  
Home phone  
Cell phone  
Work phone  
Work location (building)  
Work location (address)  
Work station or office (suite and/or number)  
Employee ID number  
Personal Email  
UW email  
UW mailbox  
Employment status  
Employment status effective date  
Job classification  
Department  
Pay grade  
Pay step  
Pay rate salary  
Hourly rate  
Supervisor  
Supervisor email  
Race  
Gender  
DOB  
Date of hire  
Job title  
Job class code  
Shift  
Deduction amount dues  
Deduction amount fees  
Deduction amount other  
Deduction amount cope  
Total wages for the pay period  
Total base pay for pay period  
Total overtime pay for pay period  
Total overtime hours per pay period  
Total hours worked in the pay period  
Days in the pay period  
Total hours for each class/type of differential and or/ premium pay for the pay period  
Total wages for each class/type of differential and or/ premium pay for the pay period

Total wages year to date

Pension plan enrollment (which plan)

Position number

Medical plan enrollment (which plan)

Bargaining Unit

Total FTE

Anniversary date (step date)

Employment status (regular fulltime, regular part time, hourly, fixed duration part time, fixed duration full time)

## 2. All appointment list

Appointment budget number(s)

Beginning date

End date

Department and/or hiring unit

College/Org name

Job Classification

Job Classification Code

Full time salary or hourly rate

Appointment/FTE Percentage

Appointment status

Appointment term

Distribution line information

Position number

Earnings in last pay cycle

Hours worked in last pay cycle

FTE in last pay cycle

## 3. Change Report

Name

Job classification

Job classification code

Department

Employee id

Original hire date

Status change date

Termination/separation date if any

Reason for status change, nature of status change

Reason for termination/separation

LOA effective date

Nature of LOA

New hire date

New Hire

#### 4. Vacancy Report

Position Number

Job Classification

Date of vacancy

Elimination date of vacancy

Reason for elimination (filled, deleted, transferred to a different classification/status)

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

**2.7 Union Membership.** Employees covered by this Agreement may become members of the Union. You can learn more about union membership at [www.seiu1199nw.org](http://www.seiu1199nw.org) or from a Union organizer or delegate.

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

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

## 2.9 Temporary Employment with the Union

1. With thirty (30) calendar days' notice, unless agreed otherwise, employees may be granted leave without pay to accept temporary employment with the Union of a specified duration, not to exceed twelve (12) weeks, provided the employee's time off will not interfere with the operating needs of the agency. The parties may agree to an extension of leave without pay up to an additional twelve (12) weeks. For leaves of up to twelve (12) weeks duration, the employee will be returned to their same position. For leaves of more than twelve (12) weeks duration, the returning employee will be employed in a position in the same job classification and the same geographical area, as determined by the Employer.
2. Employees on a leave of absence will be placed on a Monday through Friday work schedule (pro-rated to their FTE) on their permanent shift. For example, a fifty percent (50%) employee would be scheduled four (4) per day Monday through Friday. When an employee is in unpaid status for more than eighty (80) hours in a month (pro-rated for their FTE) their increment date will be adjusted by one (1) month and they will not accrue sick leave or vacation leave.

## Article 3 – Union Representatives

**3.1 Access to Premises.** Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employees' lounges, nursing units or other patient care areas unless advance approval has been obtained from the Department Director or designee. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the hospital.

**3.2 Officers/Delegates.** The Union shall designate its officers, delegates and alternate delegates from among employees in the unit. These officers and delegates shall not be recognized by the Employer until the Union has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during nonworking times, and shall not interfere with the work of other employees.

**3.2.1** One delegate or designee/officer will be allowed no less than thirty (30) minutes of paid time at a designated time during the regularly scheduled orientation of newly employed employees to introduce employees to the Union and the Union contract. By the end of the week prior to each new employee orientation, the Employer shall

provide the Union with a list of all employees scheduled for orientation.

Subject to appropriate advance notice and scheduling requirements, Union officers, delegates and labor/management committee members may use one (1) day (eight (8) hours) per calendar year of paid leave time to attend Union sponsored training in leadership, representation and dispute resolution. This shall be limited to no more than once per contract per employee.

**3.3 Bulletin Boards.** In each department with represented employees, space will be made available on one (1) designated bulletin board. Such bulletin board space may be shared. All materials posted on such boards must, at the time of posting, be provided to the Department Director or designee.

**3.4 Union Meetings.** The Union may use designated meeting rooms for Union meetings consistent with Employer policies and procedures.

**3.5 Contract.** Upon initial employment, employees shall be given a copy of the current Agreement and a copy of the employee's job description. This commitment is conditioned upon the Union providing sufficient copies of the Agreement to the Employer in advance.

## Article 4 – Definitions

**4.1 Full-Time Employee.** An employee who works on a regularly scheduled basis at least forty (40) hours per week or eighty (80) hours in a fourteen (14) day period.

**4.2 Part-Time Employee.** An employee who is regularly scheduled to work on a continuing basis less than forty (40) hours per week.

**4.3 Probationary Period.** An employee who has been hired by the Employer on a full-time or part-time basis will attain permanent status in a job classification upon successful completion of a probationary or trial service period. Every part-time and full-time employee who has been continuously employed by the Employer will serve a probationary period of six (6) months. During the probationary period, an employee may be terminated without notice and without recourse to the grievance procedure. Probationary employees shall not be required to give fourteen (14) days' notice of intention to terminate. The Employer may extend the probationary period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months. Employees will be provided with a written explanation for the extension. If the extension is based on performance issues, the employee will receive a performance improvement plan. Extension of probationary periods shall not be a normal practice.

**4.3.1** Permanent employees at the University of Washington shall not be required to

complete another probationary period.

**4.3.2** The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee takes paid time off, leave without pay, or shared leave, except for leave taken for military service or for purposes of faith, or conscience. For the purpose of calculating the completion date, an employee's probationary period shall not end on the employee's regularly scheduled weekend off or a scheduled holiday off. In those instances the completion date will be the next scheduled work day.

**4.3.3** By mutual agreement, the probationary period for additional selected classes may be established for a period in excess of six (6) months but not to exceed twelve (12) months.

**4.3.4** Employees in probationary status will earn seniority from their initial date of hire but may not exercise seniority rights until completion of the probationary period. Probationary employees are not eligible for layoff or rehire rights.

**4.3.5** An employee who is appointed to a different position in a different classification prior to completing their initial probationary period will serve a new probationary period. The length of the new probationary period will be in accordance with Subsection 4.3, unless adjusted by the Appointing Authority for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.

**4.3.6 Probationary Period Rejection.** An appointing authority may reject an employee who has not completed a probationary period. Upon request by the employee and within 10 business days of notice, a meeting to explain such action shall be held with a representative of the Employer. At the employee's request a representative of the Union shall attend such meetings. Such rejection is not subject to the grievance procedure.

#### **4.4 Temporary Employee.**

A. **Definition.** A Nonpermanent position can be created when any of the following conditions are met:

- A. The UW is recruiting to fill a vacant position with a permanent position;
- B. The UW needs to address a short-term immediate workload peak or other short-term needs;
- C. The UW is not filling a position with a permanent position due to the impending or actual layoff of a permanent employee(s);
- D. The UW is filling positions when a worker is on a leave-of-absence; or



E. Temporary project.

**B. Types of Nonpermanent Positions:**

- A. Nonpermanent Hourly
- B. Nonpermanent Fixed Duration

**C. Nonpermanent Hourly and Nonpermanent Fixed Duration Appointments:**

1. The initial duration of a Nonpermanent Hourly and Nonpermanent Fixed Duration appointment cannot exceed twelve (12) months from the hire date but may be extended to no more than twenty-four (24) months if the conditions in 4.4 A-E still exist. Individuals may receive consecutive Nonpermanent Fixed Duration or Hourly appointments as long as:
  - a. Any subsequent appointment is to a different position; or
  - b. The multiple positions are cyclical in nature but last fewer than nine (9) months during any consecutive twelve (12) month period.
2. Conclusion of the appointment will be at the discretion of the University, including termination of appointment prior to its originally intended expiration date, and will not be subject to Articles 23 (Grievance Procedure) and Article 6 (Seniority, Layoff, Restructure) of the contract.
3. If the employee is not a permanent state employee, the employer must give one work days' notice prior to conclusion of the appointment. A Nonpermanent appointment may be terminated immediately with pay in lieu of the one work day of notice required for Nonpermanent Employees.
4. If at any time during a Nonpermanent appointment, a short-term workload peak or other short term need becomes ongoing and permanent in nature, the Employer must take action to fill the position on a permanent basis.

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

**4.4.1 Hours of Work and Overtime.** Hours of work for Nonpermanent and Intermittent Employees shall be established by the employing official. Work assigned in excess of forty (40) hours in a seven (7) day work week constitutes overtime. Overtime hours will be compensated at a rate of one-and-one-half (1-1/2) times the employee's straight time hourly rate.

Time paid for but not worked shall not count towards the calculation of overtime.

**4.4.2. Probationary Period.** Nonpermanent and Intermittent Employees are subject to all terms of the Agreement at such time as a Regular Temporary Employee is appointed to a monthly paid bargaining unit position. This includes the requirement to serve a

probationary period.

A Nonpermanent and Intermittent Employee who is hired into the same job without a break in service, in the same unit through open recruitment will have their Regular Temporary hours of service apply toward their probationary period for that position up to a maximum of three (3) months of the six (6) month probationary period.

#### **4.4.3. Compensation.**

- A. The rate of pay for employees under this Article must be placed on a salary step within the range for the classified title that best fits the work.
- B. The progression start date shall be established as follows:
  - 1. The first of the current month for actions occurring between the first and the fifteenth of the month; or,
  - 2. The first of the following month for actions occurring between the sixteenth and the end of the month.
- C. **Annual Salary Adjustment.** Annual salary adjustments up to the top automatic step will be administered the same as regular positions in the same classification.

#### **4.4.4. Holidays and Holiday Credit:**

- A. **Holiday Premium.** If an employee works one of the following holidays, they will receive time and one half for all hours worked on that holiday: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Native American Heritage Day, and Christmas.
- B. **Holiday Credit**
  - 1. Employees in Nonpermanent Fixed Duration positions will be paid for holidays and receive holiday credit per Article 10 Holiday.
  - 2. Holiday credit is a balance of time off that is received in lieu of holiday compensation for employees in Nonpermanent Hourly and Intermittent positions. Holiday credit accrual is proportionate to the number of hours in pay status (excluding overtime hours) in the same month of the holiday to that required for full-time (1.0 FTE) employment, excluding all holiday hours. Holiday credit accrual will be calculated at the end of the month. Employees in Nonpermanent Hourly and Intermittent positions hired during the month of the holiday will not receive credit for holidays that occur prior to their hire date.
  - 3. Employees in Nonpermanent Hourly and Intermittent positions shall be paid for holiday credit in accordance with Article 10 Holiday.

### C. Personal Holiday

1. Employees in Nonpermanent Fixed Duration positions will receive a personal holiday per Article 10.3 Personal Holiday. Employees in Nonpermanent Hourly and Intermittent positions earn a personal holiday at a rate proportionate to the number of hours in pay status (excluding overtime hours) in the same month when the personal holiday is scheduled to that required for full-time (1.0 FTE) employment, excluding all holiday hours. The value of the Personal Holiday cannot exceed eight (8) hours.

**4.4.5. Training.** Employees shall be appropriately trained and or certified prior to being assigned to perform work requiring such training or certification, e.g., work with asbestos, lead, blood borne pathogens, and all other appropriate training required for safety and efficiency in the unit.

#### 4.4.6. Sick Leave.

- A. Employees in Nonpermanent Fixed Duration positions will accrue sick time off per Article 12 Sick Time Off.
- B. Employees in Nonpermanent Hourly and Intermittent positions will earn a monthly sick time off accrual proportionate to the number of hours in pay status (excluding overtime hours) in the month to that required for full-time (1.0 FTE) employment. Sick time off accruals cannot exceed eight (8) hours in a month.
- C. Accrued sick leave may be used in accordance with Article 12 Sick Time Off.

#### 4.4.7 Vacation Time Off

- A. Employees in Nonpermanent Fixed Duration positions will accrue and use vacation time off per Article 11 Vacation Time Off.
- B. Employees in Nonpermanent Hourly and Intermittent positions will earn a monthly vacation time off accrual proportionate to the number of hours in pay status (excluding overtime hours) in the month to that required for full-time (1.0 FTE) employment.
- C. Employees in Intermittent positions will receive vacation time off accrual rate increases in accordance with the accrual schedule in Article 11 Vacation Time Off.
- D. Employees in Nonpermanent and Intermittent positions are subject to the maximum vacation time off accrual rules as outlined in RCW 43.01.044 for classified employment.

**4.5 Regular Rate of Pay.** Unless otherwise required by the Fair Labor Standards Act, the regular rate of pay shall be defined to include the employee's hourly wage rate, all premiums, and differentials.

**4.6 Preceptor.** A preceptor is an experienced employee proficient in clinical teaching who has successfully completed a program of preceptor training, has had an evaluation of their training ability by their immediate supervisor or designee, and who has been assigned by the Employer to be specifically responsible for planning, organizing and evaluating the new skill development of an employee or student enrolled in a defined program, the parameters of which have been set forth in writing by the Employer. Preceptor assignments are voluntary. Each year, the Employer shall offer a class on preceptor training that will be open to bargaining unit members. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal directed education and training for a specified training period. Management will determine the need for preceptor assignments. It is understood that employees in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new employees. This would include the providing of informational assistance, support and guidance to new employees.

Any employee who currently is precepting, but has not completed the training program, shall continue as a preceptor when assigned by the Employer. Employees acting as preceptors shall have one year in which to complete the training, after which they may not precept.

This section does not apply to Coaches and Mentors in the MA Apprenticeship Program in Clinics.

## Article 5 – Employment Practices

**5.1** See Article 33 Non-Discrimination.

**5.2 Notice of Resignation.** Employees shall be required to give at least fourteen (14) days' written notice of resignation presented in person to the employee's manager or designee. The Employer will give consideration to situations that would make such notice by the employee impossible. A written resignation may be withdrawn in writing within twenty-four (24) hours excluding the employee's scheduled days off and holidays off, after submitting the resignation. A written resignation withdrawal request made after twenty-four (24) hours may be granted at management's discretion.

**5.3 Discipline and Discharge.** No full-time or part-time employee shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive and corrective discipline (such as verbal and written reprimands and the possibility of suspension without pay). Progressive discipline shall not be applied when the nature of the offense is just cause for immediate suspension or discharge. A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. The

Employer will make a good faith effort to inform the employee that they may have a union representative present during an investigatory meeting which may lead to disciplinary action. The failure of the Employer to so notify the employee will not be a basis for overturning any subsequent discipline based, in whole or in part, on the interview. An employee may request the attendance of a Union representative (and interpreting services, if necessary) during any investigatory meeting which may lead to disciplinary action. Documentation of disciplinary action at the oral warning or written reprimand level of discipline will not be considered relevant to future discipline after two (2) years, provided there are no further similar occurrences in the intervening period.

**5.4 Personnel File.** Personnel records will be maintained for each employee in Human Resources. Information contained in the personnel record may include: employment application and supporting materials, performance appraisals, records of payroll activity, licensure and training records, letters of commendation and recognition, and records of disciplinary action. By appointment, employees may inspect their personnel records. Employees will be given the opportunity to provide a written response to any written evaluations, disciplinary actions or other materials included in the personnel file and such comments shall be included in the employee's personnel file. Upon request, an employee will be given a copy of any material in the employee's personnel file.

**5.5 Floating.** The Employer retains the right to float employees on a shift by shift basis to meet patient care and departmental needs.

Floating is defined as:

1. A change in work unit/department for a shift or partial shift
2. In the case of hospital float pool employees, it is defined as the compensated flexibility of an employee who is assigned daily to various units/departments based on the staffing needs of the campus. In the case of Clinic float pool employees, it is defined as the flexibility of an employee who is assigned daily to various units/departments based on the staffing needs of the campus.

Employees will be expected to perform all basic functions of their classifications but will not be required to perform tasks or procedures specifically applicable to the work unit for which they are not qualified or trained to perform. Employees required to float within the hospital or as a Clinic float pool employee will receive orientation appropriate to the assignment. Orientation will be dependent upon the employee's previous experience and familiarity with the work unit to which the employee is assigned. Volunteers will be sought first when floating is necessary. Floating assignments by classification within a work unit will be rotated equitably with the least senior employee floated first, subject to skill, competence, ability and other patient care or departmental considerations, in the opinion of the Employer.

**5.6 Evaluations.** All employees will be given an evaluative tool prior to completion of the probationary period. Performance evaluations will occur on an annual basis. Interim evaluations may be conducted as may be required. The annual evaluation is a tool for assessing the skills of the employee and for improving and recognizing the employee's performance. As determined by the employee's supervisor, the employee's participation, including a self-evaluation, is an integral part of the evaluation process. The employee can access a copy of the evaluation. Employees will be required to sign the evaluation acknowledging receipt thereof. Employees will be given the opportunity to provide a response to the evaluation which will be retained with the evaluation in the employee's personnel file. Evaluations will be completed during scheduled work time. A peer evaluation format may be developed by the Employer in addition to supervisory evaluation on a unit-by-unit basis utilizing input by other employees.

**5.7 Communication.** Employees who have concerns regarding their working conditions are encouraged to raise those concerns through the appropriate levels of supervision.

**5.8 Job Openings.** When a regular status job opening occurs within the bargaining unit, seniority shall be the determining factor in filling such vacancy providing skill, competence, ability and performance are considered equal in the opinion of the Employer. Transfers within the department/unit will be given preference in filling job openings. Notice of job openings shall be posted on the Human Resources electronic job board seven (7) days in advance of filling where possible. To be considered for such job opening, an employee must submit an online application. Internal applicants will be notified when the job has been filled. If the Employer is unable to place the selected employee in the vacant position immediately due to departmental or unit considerations, the position may be filled on a temporary basis and the employee will be notified in writing as to when they will be placed in the position. In any event, the selected employee will be placed in the position within ninety (90) days. During the one hundred twenty (120) day period following the effective date of transfer, employees may apply for an additional transfer with the approval of their supervisor.

**5.8.1 Ongoing Increase in Hours.** It would be the intent of the Employer that ongoing increased hours of work on a specific department or unit and shift that are not the result of temporary leaves, scheduling requests for time off, or temporary increases in work load would be made available for current staff on the specific unit and shift to increase their FTE in accordance with Section 5.8. If such ongoing increased hours of work persist for a period in excess of three (3) months,

- a. hospital employee may request in writing to the Director of Human Resources that these hours be posted. The Director of Human Resources or designee within her or his sole discretion will determine the appropriateness of the request based on the above criteria and respond within fourteen (14) days of the request for

review.

- b. a clinic employee may request in writing to their manager for a review of hours worked relative to FTE. The manager will work with operations, leadership and HR to determine at the employer's sole discretion the appropriateness of the request and respond within fourteen (14) days of the request for review.

### **5.8.2 Trial Service Period**

- A. Paid or unpaid time off taken during a trial service period shall extend the length of the trial service period on a day-for-a-day basis for any day(s) that the employee takes paid time off, unpaid time off, or shared leave, except for leave taken for military service.
- B. An employee who obtains a position in a new classification pursuant to Section 5.8 shall serve a six (6) month trial service period in their new assignment. An employee serving a trial service period may voluntarily revert to their former permanent position within six (6) weeks of the appointment, provided that the position has not been filled or a written offer has not been made to an applicant. After six (6) weeks employees may revert to their former position with Employer approval. In the event the former position has been filled with a permanent employee, the employee will be placed on the rehire list.
- C. An employee who voluntarily moves from one position in the bargaining unit to another within the same job classification (excluding shift changes on a given work unit) shall have a trial service period of six (6) weeks. During the trial service period either the employee or the employer may elect for the employee to return to their position without notice and without recourse to the grievance procedure. In the event the former position has either been filled with a permanent employee or a written offer of employment has been made, the employee will be placed on the rehire list.

**5.9 Additional Hours.** Employees desiring to work additional shifts may notify the department manager or designee of their availability in writing or by email. Part-time employees will be given priority for additional shift assignments, unless it puts the employee in an overtime position.

**5.10 Parking.** Parking rates listed in 5.10.2. below will not be changed unless changed for all employees. The Employer will, upon request, meet and confer with the Union prior to implementation of changes in hospital parking rates. Hospital employees on-call shall be provided free parking within close proximity to the hospital.

**5.10.1** The Employer will provide thirty (30) days' advance notice if practicable of a change in parking rates to the Union.

### 5.10.2 Employee Parking Rates – Northwest Campus

- \$75 – 1st Shift .5 FTE or higher
- \$55 – 1st Shift less than .5 FTE/intermittent and nonpermanent
- \$55 – 2nd Shift .5 FTE or higher
- \$35 – 2nd Shift less than .5 FTE/intermittent and nonpermanent
- \$35 – 3rd Shift .5 FTE or higher
- \$25 – 3rd Shift less than .5 FTE/intermittent and nonpermanent

**5.11 Intermittent and Nonpermanent Employees.** Every three (3) months the Employer will provide to the union a list of intermittent and nonpermanent employees including their job classification, department and their hours worked, by pay period. When the Union believes an employee classified as intermittent and nonpermanent has been working regular full or part-time hours for a period of over three (3) months that are nonpermanent, (i.e., not for a specified project or for a specified period of time, including but not limited to FMLA leave, sick leave, vacations or other projects of temporary duration), the Union can submit a request to post a regular position to the department director for justification and approval. All approved positions will be posted according to Article 5.8 no later than forty-five (45) days of the Union's submission.

## Article 6 – Seniority, Layoff, Restructure

**6.1 Seniority.** Layoff seniority is defined as the continuous length of service in calendar days with the Employer from the most recent date of hire. Service of less than full time shall be considered full time. Permanent employees who are veterans or their unmarried widows/widowers shall have added to their seniority the veteran's active military service to a maximum of five (5) years credit. Time spent on military duty leave, paid or unpaid, or time spent on leave without pay to work for the union, is included in seniority calculation. Probationary employees are not vested with seniority credits until successfully completing the probationary period.

Seniority shall be lost following a break in service including resignation, termination for cause, failure to return from a leave of absence, expiration of rehire rights. Employees who enter into the bargaining unit from other positions at the University of Washington shall be credited with layoff seniority for all seniority earned in the State classified service while employed at the University. Employees who enter into the bargaining unit from other state agencies and institutions of higher education shall earn layoff seniority from the first day of coverage under this Agreement.

**6.1.1 Department Seniority.** Department seniority is defined as continuous length of service in calendar days within the employee's department and where applicable, shall



be used for internal department processes, such as vacation and schedule bids.

**6.1.2 Layoff Seniority Tiebreaker.** For the purposes of layoff only, when it is necessary to determine the order of seniority among bargaining unit members whose contract seniority is identical, a random chance method will be employed to select the names of those employees one at a time. The University shall inform the Union every time this method is necessary and will provide proof of the seniority tie.

When selecting among employees whose seniority is identical, the Union may be represented by any individuals it chooses, and will draw the names. The University will be represented by a manager/administrator from the Department involved and a representative from Human Resources.

The first employee selected will be considered the most senior; the last employee selected will be considered the least senior.

**6.2 Layoff.** Whenever it becomes necessary for the Employer to reduce its workforce due to lack of work, lack of funds, or good faith reorganization for efficiency purposes, the Employer shall use the following procedure. The Employer will notify the Union of impending layoffs thirty (30) calendar days in advance of implementation so that reasonable alternative proposals can be considered. Whenever possible the Employer will provide more than minimum notice. The Employer shall not lay off bargaining unit employees in lieu of disciplinary action. Employees will be laid off in accordance with seniority, as defined in Article 6.1.1.

**6.2.1 Employment Option.** The employee affected by the reduction in force shall be offered the following employment options in descending order, provided they meet the essential skills (defined as the minimum qualifications listed in the job description for the classification and any specific position requirements or credentialing) of the offered position:

- a. A funded vacant position within the same job classification and layoff unit.
- b. The opportunity to replace the most junior employee within the layoff/seniority unit in the same classification and in an FTE status within .2 FTE status of the employee affected by the reduction in force. (For example, if a .8 FTE position is being abolished, the employee affected is eligible to replace the most junior individual in a .6 to 1.0 FTE position)
- c. The opportunity to replace the most junior employee in the same classification with a lower FTE status than their own within the layoff/seniority unit.
- d. The opportunity to replace the most junior employee within the same department who is:

- i. In a lower classification in the same series as the employee affected by the reduction in force; and
- ii. Within .2 FTE of the employee affected by the reduction in force.

**6.2.2 Notice.** The Employer shall identify the positions to be abolished and the employee(s) to be affected and shall notify employees in these positions, with notice to the union, not less than thirty (30) calendar days prior to the abolishment of the positions, pay the employee in lieu of notice, or combine pay and notice. Whenever possible the Employer will provide more than minimum notice. The notice shall include:

- a. The effective date of the layoff and a reference to the employee's rights under this Article, and
- b. Identification of the employment option being offered, if applicable.

In accordance with 6.2.1 above, if the incumbent in a position to be abolished has an opportunity to replace the most junior employee within the layoff/seniority unit, the incumbent will be given up to three (3) calendar days to determine if they want to replace the junior employee or be placed on the rehire list. Vacant positions or those held by probationary employees within the layoff/seniority unit will be considered a more junior position.

**6.2.3 FTE Increase or Reduction.** An employee in a position that is not abolished but is increased or reduced in FTE status and who will remain benefit eligible after the reduction or increase will have the choice of staying in the reduced or increased position and going on the rehire list for the position and FTE status held by the employee immediately prior to the increase or reduction or exercising available layoff rights under Article 6. The employee must exercise this choice within three (3) working days of the increase or reduction notice.

**6.2.4 Voluntary Layoff.** Appointing authorities will allow an employee in the same job classification and department where layoffs will occur to volunteer to be laid off provided that the employee is in a position requiring the same skills and abilities, as a position subject to layoff. Any volunteer for layoff shall have no formal layoff option. If the appointing authority accepts the employee's voluntary request for layoff, the employee will submit a non-revocable letter stating they are accepting a voluntary layoff from the University. The employee will be placed on all applicable rehire lists.

**6.2.5 Rehire.** The Employer shall make a concerted effort to re-employ bargaining unit members on the rehire list. Bargaining unit members on the rehire list are eligible to take all Professional & Organizational Development (POD) courses on a space available basis upon payment of designated fees. Employees without employment options will

be placed on the rehire list(s) designated by the employee for twenty-four (24) months. In addition to the rehire list for the classification and FTE status from which the employee was laid off, employees identified for layoff may request placement on the following rehire lists:

- a. For positions of a lower FTE status in the classification from which the employee was laid off (or equivalent if prior classification has been abolished); and
- b. For positions in other classifications in which the employee previously held permanent status; and
- c. Lower classes in the series from which the employee was laid off.

The Employer will refer an employee from the designated rehire list(s) for any open positions in the bargaining unit for which the laid off employee possesses the essential skills. For classifications which have separate job codes in the Campus-wide and Harborview Bargaining Units, Rehire lists will include both job codes. Employees referred from the rehire list(s) who possess the essential skills needed for a vacant position will be offered the position prior to the Employer posting for competitive recruitment. From among these employees, offers will be made in seniority order, most senior person first. Job requests for positions for which there are employees on rehire list(s) may not be withdrawn solely to avoid hiring laid off employees.

- d. The Employer will provide a copy of the Rehire List to the Union upon request.

**6.2.6 Rehire Trial Period.** Employees placed into vacant positions from the rehire list will serve a three (3) month rehire trial period. During the rehire trial period either party may, at its sole discretion and without resort to the grievance procedure, initiate return to the rehire list. Time spent in a rehire trial period will not count toward the twenty-four (24) month rehire list period. The three (3) month rehire trial period will be adjusted to reflect any paid or unpaid time off taken during the period.

**6.2.7 Corrective Action.** Final Counseling that occurs within the six (6) months prior to the layoff will be considered in effect should the employee be rehired. The employee will continue to be subject to any consequences of not following the directives and/or action plan(s) specified in the current corrective action.

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

- a. If placement does not occur within twenty-four (24) months,
- b. If the employee refuses two (2) offers of placement for a position having the same pay, FTE status and shift as the position from which the employee was laid off. In such case, the employee will be removed from all other rehire lists and will have

- exhausted their rehire rights.
- c. If the employee was placed into two (2) vacant positions for which the employee has failed to complete the rehire trial period.
  - d. If the employee accepts any offer of placement from any rehire list and completes the rehire trial service period for a position with the same FTE status and pay as the position from which the employee was laid off.
  - e. Employees who reject two (2) offers of placement from a list for a position of a lower FTE status than that which the employee held immediately prior to layoff will be removed from that list.
  - f. Employees who reject one (1) offer of placement from a list for a position in a classification other than that from which the employee was laid off will be removed from that list.

**6.2.9 Rehire List Crossover.** Employees within an SEIU 1199NWrepresented bargaining unit may, in accordance with this Article, be placed on the rehire list for positions in another SEIU 1199NWrepresented bargaining unit.

**6.3 Rehire Wages and Increment Date.** When employees are rehired from layoff status the progression start date and vacation accrual date will be reestablished and extended by an amount of time in calendar days equal to the period of time spent on the rehire list prior to rehire. Employees placed from the rehire list into positions with the same salary range held at the time of layoff shall be placed at the same step in the range held at the time of layoff. Employees placed from the rehire list into positions with a lower salary range than held at the time of layoff shall be placed in a salary step nearest to, but not in excess of, the salary held at time of layoff.

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

**6.5. Benefits and Temporary Services.** Employees on the rehire list who follow the rules prescribed by Temporary Services may be referred to intermittent and nonpermanent positions and can receive employer paid health benefit coverage if they meet the eligibility requirements as determined by the State.

**6.6 Department/Unit Restructure.** In the event of a merger of two (2) or more units into a single unit or a restructuring of an existing department or unit, the Employer will determine the number of full-time and part-time FTEs by shift required for the new or restructured department or unit. Prior to implementation of the schedule, the Employer will meet with the employees of the affected department(s) or unit(s) to discuss the reconfiguration of the FTEs in the department(s) or unit(s) and the new work schedules. A listing of the FTEs for each shift on the new/restructured department(s) or unit(s), including any qualification

requirements, shall be posted on the department(s) or unit(s) for at least ten (10) days. Other vacant bargaining unit positions will also be posted on the department(s) or unit(s) at that time. By the end of the posting period, each employee shall have submitted to the Employer a written list which identifies and ranks the employee's preferences for all available positions (first to last). Based upon these preference lists, the Employer will assign employees to positions on the new/restructured department(s) or unit(s) based upon seniority, providing skill, competence, and ability are considered substantially equal in the opinion of the Employer.

**6.7 Low Census.** Low census is defined as a decline in patient care requirements or workload in a particular department or unit resulting in a temporary staff decrease. Prior to implementing the low census procedure within a job classification, the Employer will float the surplus staff to other areas of the Hospital if the Employer determines the need exists. During temporary periods of low census after canceling any overtime hours on the department or unit affected, the Employer will ask for volunteers within the job classification to take time off before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, the Employer will endeavor to rotate low census equitably among all employees on the shift starting with the least senior employee first, providing skills, competence, ability and availability are considered equal as determined by the Employer.

**6.7.1** During temporary periods of low census, employees within a job classification on a unit and shift will be released from work in the following order:

- a. Send home agency workers;
- b. Cancel overtime shifts;
- c. Ask for volunteers;
- d. Cancel intermittent and nonpermanent staff;
- e. Cancel part-time employees working above their assigned FTE;
- f. Rotate regular full-time and part-time employees by seniority within the Low Census grouping starting with the least senior employee first, providing skills, competence and ability are not overriding factors.

## Article 7 – Hours of Work and Overtime

**7.1 Work Day.** The normal work day shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours (or, for clinic employees, nine (9) hours when a one-hour lunch is scheduled).

**7.2 Work Period.** The normal work period shall consist of forty (40) hours of work within a designated seven (7) day period or eighty (80) hours of work within a designated fourteen

(14) day period.

**7.3 Innovative Work Schedules.** An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Employment Agreement. Innovative work schedules may be established in writing by mutual agreement between the Employer and the employee involved. Prior to the implementation of a new innovative work schedule, the Employer and the Union will review and determine conditions of employment relating to that work schedule. Where innovative schedules are utilized by the Employer (including those innovative schedules set forth as addenda to this Agreement), the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the innovative work schedule, after at least forty-five (45) days' advance notice to the employee. At the time of execution of this Agreement, agreed innovative schedules are those set out in Appendices C, D, E and F.

**7.4 Work Schedules.** It is recognized and understood that deviations from the foregoing normal hours of work may occur from time to time, resulting from several causes, such as but not limited to vacations, leave of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, low census and/or other emergency conditions. The Employer retains the right to adjust work schedules to maintain a safe, efficient and orderly operation. Monthly work schedules shall be posted at least ten (10) days prior to the beginning of the scheduled work period. Except for emergency conditions involving patient care and low census conditions, individual scheduled hours of work set forth on the posted work schedules may be changed only by mutual consent.

**7.5 Overtime.** Overtime shall be compensated for at the rate of one and one-half (1-1/2) times the regular rate of pay for time worked beyond the employees regular scheduled work day (minimum of eight (8) hours) or the hours in excess of the normal full-time work period. Hours worked after twelve (12) consecutive hours within the twenty-four (24) hour period shall be paid at the rate of double time (2x) the employee's regular rate of pay. Employees working twelve (12) hour shift will receive time and one half (1-1/2) after twelve (12) hours and double time (2x) after fourteen (14) hours. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by supervision. Overtime shall be computed to the nearest quarter hour. There shall be no pyramiding or duplication of overtime pay or other premium pay paid at the rate of time and one-half (1-1/2). The Employer and the Union agree that overtime should be minimized. If in the Employer's opinion overtime is necessary, volunteers will be sought first and if there are insufficient volunteers or an excess of volunteers, reasonable overtime may be assigned equitably.

All time compensated at time and one-half (1-1/2) or double time (2x) will be considered overtime whether designated as premium pay or overtime.

**7.6 Meal/Rest Periods.** Meal periods and rest periods shall be administered in accordance with state law (WAC 296-126-092). Employees shall be allowed an unpaid meal period of one-half (1/2) hour (or one (1) hour if so scheduled for clinic employees). Employees required by the Employer to remain on duty or in the hospital during their meal period shall be compensated for such time at the appropriate rate of pay, provided such time is documented in Kronos. All employees shall be allowed a rest period of fifteen (15) minutes on the Employer's time, for each four (4) hours of working time. Subject to prior supervisory approval, meal and/or rest periods may be combined. If an employee requests their manager (or alternate) for the time off to take a scheduled break and the manager does not allow the time off, Employer will pay the employee for fifteen (15) minutes for each such break missed, provided such time is documented in Kronos, at the appropriate rate in addition to the employee's regular shift pay for the hours worked, except where the employee is given the time off later in the shift. Employee concerns regarding the application of Article 7.6 shall, upon request, become an agenda item for the Labor-Management Committee.

**7.7 Report Pay.** Employees who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer because of low need shall receive a minimum of four (4) hours' work at the regular rate of pay. This commitment shall not apply when the Employer has made a good faith effort to notify the employee at least one and one-half (1 1/2) hours in advance of the scheduled shift. It shall be the responsibility of the employee to notify the Employer of the employee's current address and telephone number.

**7.8 Weekends.** The Employer will make a good faith effort to schedule all regular full and part-time employees for at least every other weekend off. In the event an employee works two (2) successive weekends, all time worked on the second weekend shall be paid at the rate of time and one half (1 1/2) the regular rate of pay. The third regularly scheduled weekend shall be paid at the employee's regular rate of pay. Every other weekend off cycles may be altered with at least ten (10) days' notice prior to the start date of the next posted work schedule. Subject to advance approval by their Manager, employees may request the trading of weekends, providing the schedule change does not place the Employer into an overtime pay condition or premium pay condition. The weekend shall be defined for first (day) and second (evening) shift employees as Saturday and Sunday. For third (night) shift employees, the weekend shall be defined as Friday night and Saturday night. This section shall not apply to employees who request the trading of weekends, to employees whose regular schedule is for recurring weekend positions (i.e., Saturday and/or Sunday), or volunteer for more frequent weekend duty. Premium pay provided for in this section shall not apply to time spent for educational purposes.

**7.9 Rest Between Shifts.** In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least twelve (12) hours off duty between shifts.

In the event an employee is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be at time and one-half (1 1/2). This section shall not apply to standby and callback assignments performed pursuant to Article 9.

**7.10 Shift Rotation.** Routine shift rotation is not an approach to staffing endorsed by the Employer. Except for emergency situations where it may be necessary to provide safe patient care, shift rotation will not be utilized without mutual consent. If such an occasion should ever occur, volunteers will be sought first. If no one volunteers, the Employer will rotate shifts on an inverse seniority basis until the staff vacancies are filled.

**7.11 Reduction in FTE Status.** If a reduction in FTE is determined by the Employer to be necessary, the Employer will first seek volunteers from the department or unit and shift to accomplish these changes. If there are insufficient volunteers, the least senior employee(s) in the affected classification, department or unit and shift will receive the FTE reduction unless that employee possesses a specific qualification(s) necessary to the operation of the department or unit in the opinion of the Employer. Any employee subject to an involuntary reduction in their FTE will be given preference up to the employee's prior position (FTE) if the Employer seeks to expand the hours of an existing FTE in the same classification on the employee's department or unit and shift, providing there is no conflict between their current schedule and the schedule related to the posted hours.

## **7.12 Clinic Closure.**

**7.12.1 Inclement Weather.** When any Clinic is in operation but an employee requests time off to deal with unanticipated problems related to natural disaster or severe weather conditions, if granted the employee may charge the absence as provided below. Employees designated as essential must make all reasonable efforts to report to work as scheduled.

**7.12.2 Suspended Operations.** If any Clinic determines it is advisable due to emergency conditions to suspend the operation of all or any portion of the institution, requiring only employees in essential positions to report to work the following will govern: When prior notification of suspended operations has not been given, non-essential employees released until further notice after reporting to work shall receive a minimum of four (4) hours' pay for the first day. Non-essential employees who do not work for the balance of the closure during suspended operations have the following options to account for hours not worked:

- Using vacation time off.
- Accrued compensatory time and/or holiday credit.



- Using personal holiday. An employee must use personal holiday time as a full day or shift.
- Using unpaid time off.
- If unpaid time off is used, up to sixty (60) calendar days after operations resume to make up work time lost provided the following:
  - Employees must request makeup time within five (5) working days after operations resume, and
  - Reasonable work must exist, and the supervisor must approve the request to work.
  - Make up time worked by overtime-eligible full-time employees is calculated at time and one half (1-½).

Employees using time off in accordance with this and other applicable policies may not be subject to corrective action for use of such time off.

**7.12.3 Clinic Closure/ Reassignment to another open clinic.** When any Clinic is closed management will make reasonable effort to assign employees to work out of that clinic or temporarily at another location.

**7.12.4 Public Health Suspended Operations.** Accrued sick time off may also be used for the suspension of operations when the employee's workplace has been closed by a public health official for any health-related reason.

**7.12.5 Other Applicable Provisions.** See Report Pay, Low Census and other applicable employer policies, procedures and practices.

## Article 8 – Compensation

**8.1 Wage Rates.** Employees covered by this Agreement shall be paid in accordance with the schedule of classification rates of pay attached as Appendix B to this Agreement.

8.1.1 Progression start dates will be maintained as follows:

Annually the salary of employees covered by the UWMC-NW bargaining units will be increased by one step based on the employee's progression start date until the employee has reached the top step of the appropriate salary range. For purposes of periodic salary step increases, the progression start date will be determined as follows:

- a. The first of the current month for actions occurring between the first and the fifteenth of the month; or,
- b. The first of the following month for actions occurring between the sixteenth and the end of the month.

When an employee returns from layoff status, the progression start date will be reestablished and extended by an amount of time equal to the period of layoff to give credit for time served in a salary step prior to layoff.

When a progression start date coincides with a promotional date, the appointment to a new salary range, and/or a market adjustment, the progression start date will be applied first.

The University, at its discretion, may approve additional progression increases at any time. Such additional progression increases will not change an employee's progression start date.

**8.2 Date of Implementation.** Wage increases and increases in other forms of compensation set forth in this Agreement shall become effective at the beginning of the first full payroll period on or after the calendar dates designated.

**8.3 Recognition for Past Experience:** All employees hired on or after July 1<sup>st</sup> 2021, shall be given year per year credit for relevant past work experience in an equivalent role, as determined by the Employer.

**8.4 Job Descriptions.** The Employer shall furnish the Union with a description for each bargaining unit classification and shall furnish each employee with a copy of the employee's job description.

**8.5 Pay on Promotion.** An employee promoted to a higher paid position will be placed at the step of the wage schedule applicable to the new position that provides the employee a minimum wage increase of three percent (3%) not to exceed the maximum for the new position. The new progression start date shall be the first of the current month for effective dates falling between the first and fifteenth of the month and the first of the following month for effective dates falling between the sixteenth and the end of the month.

**8.6 Recruitment/Retention Compensation.** The Employer may increase the salary of classifications that are experiencing recruitment/retention problems, upon thirty (30) days' notice to the union and the opportunity for the union to bargain.

## **8.7 SALARY SCHEDULES**

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

agreed.

- B. Effective on the first available pay period following ratification as determined by the Employer, all Salary Ranges described in Section A above will be increased by two percent (2%). This increase will be based upon the salary schedule in effect on July 1, 2021.
- C. Effective July 1, 2022, all Salary Ranges described in Section A will be increased two percent (2%). This increase will be based upon the salary schedule in effect on June 30, 2022.

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

## Article 9 – Other Compensation

### 9.1 Shift Differential.

**9.1.1 Service and Maintenance Bargaining Unit Shift Differential:** Employees assigned to work the second (3-11 p.m.) shift shall be paid a shift differential of one dollar and thirty five cents (\$1.35) over the hourly contract rate of pay specified in Appendix B. Employees assigned to work the third (11 p.m. – 7 a.m.) shift shall be paid a shift differential of two dollars (\$2.00) per hour over the hourly contract rate of pay specified in Appendix B. See Appendix A for those job classifications that are grandfathered with higher shift differentials. Employees shall be paid shift differential for those hours worked on a second and third shift if four (4) or more hours are worked on the designated shift, provided this section shall not apply to clinic employees regularly scheduled to commence work before 1:00 p.m.

**9.1.2 Professional Technical Bargaining Unit Shift Differential:** Employees assigned to work the second (3-11 p.m.) shift shall be paid a shift differential of one dollar seventy-five cents (\$1.75) over the hourly contract rate of pay specified in Appendix B. Employees assigned to work the third (11 p.m. – 7 a.m.) shift shall be paid a shift differential of two dollars and (\$2.50) over the hourly contract rate of pay specified in Appendix B. The pharmacists' second shift premium shall be \$1.75 and the third shift premium shall be 4.00.

**9.1.3** Employees who are assigned to and who work the third shift and who continue working into the first (1st) shift shall continue to receive the third shift differential for all hours worked on the first (1st) shift.

**9.1.4.** Employees who are assigned to and who work the second (2nd) shift and who

are assigned to start their shift between 1 p.m. and 3 p.m. shall receive second (2nd) shift differential for hours worked on the first shift between 1 p.m. and 3 p.m.

**9.1.5.** Employees who are assigned to and who work the third shift and who are assigned to start their shift between 9 p.m. and 11 p.m. shall receive third shift differential for hours worked on the second (2nd) shift between 9 p.m. and 11 p.m.

**9.2 Low Census Standby Pay.** Employees placed on standby status off hospital premises as a result of low census shall be compensated at the rate of three dollars and seventy-five cents (\$3.75) per hour. Standby hours shall be counted as hours worked for purposes of computing seniority and benefits. Employees called back to work while on standby status shall be paid shift differential for those hours worked on a second or third shift and shall be compensated at the regular rate of pay when called to their regular shift with a minimum guarantee of four (4) hours in addition to standby pay.

**9.3 Callback Pay.** Employees assigned to be on call during the hours outside the employee's scheduled shift shall be paid four dollars (\$4.00) per hour for the first thirty (30) hours. Employees shall receive six dollars (\$6.00) per hour for all standby hours of thirty (30) or more per pay period. When called back, the employee shall receive time and one-half (1-1/2) for a minimum of three (3) hours in addition to on-call pay. Travel time to and from the hospital and/or a clinic shall not be considered time worked. The minimum callback hours shall not apply when the employee reports for work in advance of an assigned shift. On-call hours shall not count toward seniority or benefit accrual. Employees in the Service and Maintenance bargaining unit on callback shall be provided with signal devices for the time the employee is on standby. Employees who are on low census shall not be required to be on standby for that low census shift.

**9.3.1 Callback Guidelines.** On-call shall not be used to avoid filling vacant positions. The Employer will schedule procedures in the best interests of the patient and will make a good faith effort to schedule such patient procedures so that callback is not required. Within ninety (90) days of ratification, the Employer will develop a reporting tool to track and review patterns in call utilization and stand-by hours.

**9.3.2** The following provision applies to hospital employees only. Within ninety (90) days of ratification, the parties will establish a Call Staffing Committee with a Management Co-Chair and a Union-appointed Co-Chair. The committee shall have an equal number of representatives from management and staff from units with mandatory call. The Union shall appoint the staff representatives. The Chief Nursing Officer shall serve on this committee. The committee shall meet on a monthly basis to develop a charter and develop criteria to evaluate the effectiveness of on-call processes. The Call Staffing Committee will review and discuss the data from the

tracking tool and may also mutually agree to review additional data as needed. The Committee may also make recommendations around call staffing and may mutually agree to mechanisms to authorize incentives to respond to urgent staffing needs.

**9.3.3 On-Call Hours.** The maximum mandatory scheduled on-call hours will be implemented within ninety (90) days of ratification of the 2021-2023 contract. When the monthly average on-call hours for a group of employees or an individual (who have/has an expectation to share in the unit's collective on-call) meets or exceeds one hundred twenty (120) hours per month, the Call Staffing Committee, upon request of the employee or the Union, will meet to determine a course of action to lower the on-call hours. Management, with the committee, will endeavor to immediately lower the overall mandatory on-call hours. The committee will continue to meet to determine a course of action to lower on-call hours long-term. If, after sixty (60) days, the mandatory scheduled on-call hours remain over the established mandatory maximum, the next level of management for the department will participate in the committee's work to facilitate a course of action to lower the on-call hours.

**9.3.4 Callback Relief.** Subject to patient care considerations, the Employer will make a good faith effort to provide relief for an employee who requests the immediate next scheduled shift off or offer a change in the employee's start time or end time for the immediate next scheduled shift when the employee has been working on call within eight (8) hours of the start of their next scheduled shift. At the employee's request, a vacation day can be used. This schedule adjustment will not count as an occurrence per the Employer's Dependability Policy.

**9.3.5 Standby Low Census.** An employee who is on standby who is called back can be released and put back on stand-by due to low census prior to seeking volunteers.

**9.4 Lead Pay.** A lead primarily performs the same work as others in the classification; in addition, they are directly accountable for monitoring and reviewing work assignments of other employees, checking work for accuracy, assisting in and independently making daily work assignments, assisting with and independently developing work schedules, or giving advice and work instructions to other employees.

**9.4.1 Service and Maintenance Bargaining Unit Lead Pay:** An employee temporarily assigned by the Employer to fill in for a lead employee or supervisor shall receive one dollar and twenty five cents (\$1.25) per hour over the regular rate of pay for all hours worked in the lead position.

**9.4.2 Professional Technical Bargaining Unit Lead Pay:** An employee temporarily assigned by the Employer to fill in for a lead employee or supervisor shall receive two dollars (\$2.00) per hour while working as a lead.

**9.5 Work in Advance of Shift.** When an employee is required to report for work in advance of their assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1-1/2) the regular rate of pay. Work performed during the scheduled shift shall be paid at the regular rate of pay. An employee who reports to work in advance of the assigned shift will not be released from duty prior to the completion of that scheduled shift for the purpose of avoiding overtime pay unless there is mutual consent or low census.

**9.6 Temporary Assignment.** The employing official may temporarily assign a regular monthly employee the duties and responsibilities of a higher-level class for up to one (1) year. Such appointments shall be made in increments of no more than six (6) months. The employee shall be paid a temporary hourly increase (THI) at the salary step which represents of at least a five percent (5%) increase over the present salary but not to exceed the maximum of the range for the higher classification. Such increase shall be effective the first day of the assignment when approved.

**9.7 Weekend Premium.** The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. Premium pay provided for in this section shall not apply to time spent for educational purposes.

**9.7.1 Service and Maintenance Bargaining Unit Weekend Premium:** An employee required to work a weekend shift shall receive one dollar and fifty cents (\$1.50) per hour premium pay for each hour worked on the weekend in addition to the employee's regular rate of pay.

**9.7.2 Professional Technical Bargaining Unit Weekend Premium:** An employee required to work a weekend shift shall receive two dollars and fifty cents (\$2.50) per hour premium pay for each hour worked on the weekend in addition to the employee's regular rate of pay.

**9.8 Preceptor Premium.** All employees who work as preceptors as defined in Article 4.6 shall receive one dollar and fifty cents (\$1.50) per hour premium pay for each hour they precept. This is in addition to any and all other premiums.

**9.9 CNA and Unit Secretary Float Pool Premium Pay.** CNAs and Unit Secretaries assigned to the Float Pool will be paid two dollars twenty-five cents (\$2.25) per hour for hours worked in the Float Pool.

**9.10 Certification Pay Professional/Technical Classifications.** Employees certified in a specialty area by a national or state organization and working in that area of certification shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour, provided the particular certification has been approved by the Director, or designee, and further provided

that the employee continues to meet all educational and other requirements to keep the certification current and in good standing. A certified employee is eligible for only one certification premium, regardless of other certifications the employee may have. Certified employees will notify their respective Director, or designee, in writing at the time certification is received, providing a copy of the original certification document. Certification pay will be effective the first full pay period after the date documentation is received by the Supervisor. Certification pay will not be paid for certifications that are not applicable to the employee's current area of responsibility. Certification pay will not be paid for certifications that are required as a minimum qualification for their position.

### 9.11 Modality Pay

- A. Modality Pay 1 – A premium of \$1.25/hour for staff actively participating in a new training program for a new modality.
- B. Modality Pay 2 – A premium of \$1.50/hour for staff assigned to conduct examinations/studies in a modality other than that described in the current classification of the position. For two modalities where the employee is scheduled for at least forty percent (40%) in the second modality, the premium pay will be for all hours worked. Where the employee is scheduled for less than forty percent (40%) in the second modality, the premium will apply for all hours worked in a shift.
- C. Modality Pay 3 – A premium of \$1.75/hour for staff assigned as a preceptor to other staff.
- D. The parties agree that Modality Premium Pay will be applicable only to the job titles below.

Job Code	Temporary Job Code	Job Title
21321	21521	DIAGNOSTIC MEDICAL SONOGRAPHER
21407	21607	DIAGNOSTIC MEDICAL SONOGRAPHER LEAD
21384	21584	IMAGING TECHNOLOGIST
21886	21887	IMAGING TECHNOLOGIST TRAINEE
21317	21517	IMAGING TECHNOLOGIST-COMP TOMO
21320	21520	IMAGING TECHNOLOGIST-LEAD
21369	21569	IMAGING TECHNOLOGIST-MAG RES IMAGING
21405	21605	IMAGING TECHNOLOGIST-MAMMO
21349	21549	INTERVENTIONAL TECH
21371	21571	NUCLEAR MED TECHNOLOGIST 1

Job Code	Temporary Job Code	Job Title
21386	21586	RADIOLOGY TECH LEAD
21416	21616	SPEC MAMMO & BRST US TECH
21392	21592	SPEC MAMMOGRAPHY TECH

## Article 10 – Holiday

**10.1 Holidays.** The present holiday schedule includes the following eleven (11) days with pay.

- New Year’s Day
- Martin Luther King Jr. Day (Third Monday of January)
- President’s Day (Third Monday of February)
- Memorial Day
- Juneteenth (June 19<sup>th</sup>)
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Native American Heritage Day
- Christmas Day

Holidays are prorated for part-time employees.

The Employer may designate other days or shifts to be observed in lieu of the above holidays. To be paid for a holiday not worked, employees must be in pay status for at least four (4) hours on the last scheduled work shift preceding the holiday.

**10.2. Holiday Pay Rules.** The following applies to the holidays listed in this Article:

### 10.2.1 Full Time Employee:

- a. When the holiday falls on the full time employee’s regularly scheduled work day and is worked, the employee will be paid holiday premium pay (one and one half) for all hours worked. The employee will also receive eight (8) hours of holiday credit.
- b. When the holiday falls on the full time employee’s regularly scheduled work day and is not worked, the employee will be paid eight (8) hours at the employee’s regular rate of pay. If the employees shift is more than eight (8) hours, the employee will be allowed to use compensatory time, vacation leave, or leave



without pay to complete the regularly scheduled work hours for the day.

- c. When the holiday falls on the employee's regularly scheduled day off, the employee will receive eight (8) hours of holiday credit.

#### **10.2.2 Part Time Employee:**

- a. When the holiday falls on the part time employee's regularly scheduled work day and is worked, the employee will be paid holiday premium pay (one and one half) for all hours worked. The employee will also receive the prorated to full time number of hours of holiday credit.
- b. When the holiday falls on the part time employee's regularly scheduled work day and is not worked, the employee will be paid the prorated to full time number of hours at the employee's regular rate of pay.
- c. When the holiday falls on the employee's regularly scheduled day off, the employee will receive a prorated amount of holiday credit based on their FTE.

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

#### **10.2.4. Holiday Credit:**

- a. Holiday credit will be used and scheduled by the employee in the same manner as vacation time off in Article 11. Holiday credit must be used before vacation leave unless doing so would cause the employee to exceed the two hundred forty (240) hour vacation time off accrual limit.
- b. Holiday Credit Cash Out. All holiday credit must be used by June 30th of each year. The employee's holiday credit balance will be cashed out every June 30th or when the employee leaves University employment for any reason. The employee's holiday credit balance may be cashed out when the employee:
  - i. Transfers to a position in their department with different funding sources  
or,
  - ii. Transfers to a position in another department.

**10.3. Personal Holiday.** Each employee may select one (1) personal holiday each calendar year in accordance with the following:

- a. The employee has been continuously employed by the University for more than four (4) months;
- b. The employee has requested and been approved to take the personal holiday in accordance with Article 10 Holiday and,

**10.3.1** It is the employee's responsibility to schedule the Personal Holiday before December 31st, if not requested it is forfeited.

**10.3.2** Entitlement to the holiday will not lapse when it is cancelled by the Employer and cannot be rescheduled before December 31st.

**10.3.3** Full-time employees shall receive eight (8) hours of regular pay for the personal holiday. Any differences between the scheduled shift for the day and eight (8) hours may be adjusted by use of use of compensatory time, use of vacation leave, or leave without pay.

**10.3.4** Part-time employees shall be entitled to a pro-rated number of paid hours on a Personal Holiday based on their FTE.

## Article 11 – Vacation Time Off

**11.1. Policy.** To the degree possible vacation time off shall be scheduled in accordance with the preference of the employee.

**11.2. Accrual.** Employees will accrue vacation time off during the new hire probationary period. The current accrual schedule for full-time employees is as follows:

1 <sup>st</sup> year	12 days
2 <sup>nd</sup> year	13 days
3 <sup>rd</sup> year	14 days
4 <sup>th</sup> year	15 days
5 <sup>th</sup> year	16 days
6 <sup>th</sup> year	17 days
7 <sup>th</sup> year	18 days
8 <sup>th</sup> year	19 days
9 <sup>th</sup> year	20 days
10 <sup>th</sup> year	21 days
11 <sup>th</sup> year	22 days
12 <sup>th</sup> – 19 <sup>th</sup> year	23 days
20 <sup>th</sup> – 24 <sup>th</sup> year	24 days
25 <sup>th</sup> year or more	25 days

**11.3** The annual vacation schedule for use of vacation time off in each department shall be established in the existing departmental manner if adequate or in the following manner:

Twice each year, on or about April 1 and October 1, a vacation request sheet shall be circulated by the department to the bargaining unit employees. Each employee shall indicate their preferences of a vacation time period. In the event that two (2) or more employees request the same vacation period and supervision must limit the number of persons who may take vacation leave at one (1) time due to work requirements, preference shall be determined by departmental seniority. If departmental seniority is equal, the determination will be decided by lot.

Supervision shall post the vacation schedule by May 1 and November 1, which shall remain in effect for each succeeding six (6) months; that is, June 1 through November 30 and December 1 through May 31, respectively. Individual vacation periods may be changed at any time by mutual agreement between the employee(s) concerned and supervision. However, in no case shall an employee's scheduled vacation interfere with the necessary work of the organization, the determination of which shall rest with supervision.

**11.3.1** Employees may make supplemental vacation requests (requests made outside the provisions of 11.3.a) at any time. However, such supplemental requests shall not take precedence over requests scheduled in accordance with 11.3.a. Individual vacation periods may be changed at any time by mutual agreement between the employee(s) concerned and supervision; however, in no case shall an employee's scheduled vacation interfere with the necessary work of the organization, the determination of which shall rest with supervision. An employee who makes a supplemental vacation request will be notified whether the request is approved or denied within a reasonable period of time, but in no case more than fourteen (14) calendar days after the supplemental vacation request is submitted.

**11.3.2** Any bargaining unit employee who may transfer into a department shall alter their preferred vacation period for that year if in conflict with a previously established vacation schedule for that department and the affected employees and department are unable to mutually resolve the conflict.

**11.3.3 Vacation Denial.** When an employee's vacation cannot be approved, the supervisor shall schedule the employee's vacation at the next earliest date requested by the employee and deemed possible by the supervisor. If an employee's request for vacation leave is denied, the Employer, upon request, must provide the reason for denying vacation leave electronically or in writing.

**11.3.4 Vacation Cancellation.** In the event that the University cancels an employee's scheduled vacation, leaving no time to reschedule such vacation before the employee's

maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to six (6) months in order to allow rescheduling of the employee's vacation.

**11.3.5 Holiday Rotation.** Vacation requests filed in accordance with 11.3.a for the week including Thanksgiving and the weeks including Christmas Day and New Year's Day shall be granted on a rotating basis. The rotation will begin with the most senior person and shall proceed in that order until all staff wishing to take vacation leave during those holiday periods have done so. No employee shall be granted more than one (1) of the aforementioned weeks in a single year, unless there are no other interested employees and the department is able to grant the request based on operational needs.

**11.4. Vacation Time Off Accumulation.** An employee may accumulate a vacation balance, which normally shall not exceed two hundred and forty (240) hours. An employee may elect to accrue in excess of two hundred and forty (240) hours but must receive approval to use the excess balance prior to the next anniversary date or lose those hours accrued in excess of two hundred and forty (240).

**11.5. Vacation Time Off Cash Payment.** Any employee who has been employed for at least six (6) continuous months, who either resigns or retires, is laid-off or is terminated by the University shall be entitled to accrued vacation pay.

## Article 12 – Sick Time Off

**12.1. Sick Time Off Accrual.** Full-time employees (prorated for part-time) accrue eight (8) hours of sick time off for each month of completed regular monthly service. Employees with leave without pay exceeding 80 hours in a month (prorated for part-time) will earn a monthly accrual proportionate to the number of hours in pay status, in the month to that required for full-time employment. Sick leave accruals must not exceed eight hours in a month

**12.2 Sick -Time-Off – Use.** Sick time off shall be allowed an employee under the following conditions.

- a. Because of and during illness, disability or injury which has incapacitated the employee from performing required duties.
- b. By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.
- c. Because of a health condition of a family member that requires treatment or

supervision, or that requires the presence of the employee to make arrangements for extended care.

Family members includes biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child; sibling, spouse, domestic partner, grandparent, grandchild, or child, regardless of age or dependency status, including a biological, adopted or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent. Family members include those persons in a "step" relationship.

- d. Sick time off may also be used to provide emergency family care or because of condolence or bereavement (as in Article 18)
- e. For personal medical, dental, or optical appointments or for family members' appointments when the presence of the employee is required, if arranged in advance with the Employer.

**12.3 Use of Vacation or Compensatory Time Off for Sick Time Off Purposes.** An employee who has used all accrued sick time off may be allowed to use accrued vacation time off and/or compensatory time off for sick time off purposes when approved in advance or authorized by the employee's departmental supervisor. All available compensatory time must be used prior to accrued vacation time off, unless this will result in the loss of vacation time.

**12.4 Restoration of Vacation Time Off.** In the event of an incapacitating illness or injury during vacation time off, the employee's supervisor may authorize the use of sick time off and the equivalent restoration of any vacation time off otherwise charged. Such requests shall be in writing, and a medical certificate may be requested.

**12.5 No Abuse of Sick Time Off.** Both parties agree that neither the abuse nor the arbitrary denial of sick time off will be condoned. The Employer and the Union agree to work cooperatively toward the resolution of mutually identified problems regarding the use of sick time off.

**12.6 Sick Time-Off Verification.** The Employer will not require verification for absences of less than three (3) consecutive work days. Such verification or proof may be given to the supervisor/manager or Human Resources according to departmental policy. The Employer will not make unreasonable requests for sick time off verification.

**12.7. Sick Time Off Cash Out.** Eligible employees may elect to receive monetary compensation for accrued sick time off as follows:

In January of each year an employee whose sick time off balance at the end of the previous year exceeds four hundred and eighty (480) hours may elect to convert the sick time off

hours, earned in the previous calendar year, minus those hours used during the year, to monetary compensation. No sick time off hours may be converted which would reduce the calendar year end balance below four hundred and eighty (480) hours. Monetary compensation shall be paid at the rate of twenty-five percent (25%) and shall be based upon the employee's current salary. All converted hours will be deducted from the employee's sick time off balance.

Employees who separate from University service due to retirement or death shall be compensated for the unused sick time off accumulation from the date of most recent hire in a time-off eligible position with the State of Washington at the rate of twenty-five percent (25%).

Compensation shall be based upon the employee's wage at the time of separation. For the purpose of this section, retirement shall not include vested out of service employees who leave funds on deposit with the retirement system.

Former eligible employees who are re-employed within three (3) years of their separation from service shall be granted all unused sick time off credits, if any, to which they are entitled at time of separation.

**12.8. Family Care Leave.** In accordance with RCW 49.12 and WAC 296-130, employees shall be allowed to use any or all of their choice of sick leave or other paid time off to care for a family member (as defined above) who has a serious health condition or an emergency condition. Employees shall not be disciplined or otherwise discriminated against because of their exercise of these rights.

**12.9 NWH Carryover.** NWH Carryover may be used in the same way as UW Sick Time Off, except that NWH Carryover cannot be cashed out at retirement, will not be considered in the Annual Attendance Incentive Program, does not transfer to positions outside UW Medicine, and will not transfer if the employee takes a job with another state agency. Employees who have NWH Carryover will be encouraged to use it to cover absences when appropriate before using UW Sick Time Off.

## Article 13 – Medical and Insurance Benefits

### 13.1

- a. For the 2021-2023 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected medical premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). The projected medical premium is the weighted average across all plans, across all tiers.

- b. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances.
  1. In ways to support value-based benefits designs; and
  2. To comply with or manage the impacts of federal mandates.

Value-based benefits designs will:

1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
2. Use clinical evidence; and
3. Be the decision of the PEBB Board.

Article 13.1 (B) will expire June 30, 2023.

## 13.2

- a. The Employer will pay the entire premium costs for each bargaining unit employee for dental, basic life, and any offered basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.
- b. If the PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.

## 13.3 Wellness

- a. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.
- b. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

**13.4** The PEB Program shall provide information on the Employer sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.

### 13.5 Medical Flexible Spending Arrangement

- a. During January 2022 and again in January 2023, the Employer will make available two hundred fifty dollars (\$250) in a medical flexible spending arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in RCW 41.80.020(3), who meets the criteria in Subsection 13.5 (b) below.
- b. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:
  1. Is occupying a position that has an annual full-time equivalent base salary of fifty thousand four dollars (\$50,004) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and
  2. Meets PEBB program eligibility requirements to receive the employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.
  3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2088).
  4. Base salary excludes overtime, shift differential and all other premiums or payments.
- c. A medical FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for Employer FSA funds may decline this benefit but cannot receive cash in lieu of this benefit.
- d. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to a FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.
- e. Eligible employees will be provided information regarding the benefit and use of the FSA funds at new employee orientation, during open enrollment periods, and at the beginning of each plan year. The PEBB Health Care Benefits Labor Coalition and Health Care Authority committee will confer on methods of ensuring eligible employees understand and are able to access information regarding the FSA benefit, including exploring ways for employees to access information in preferred languages



## Article 14 – Unpaid Absence

**14.1. Unpaid Absence.** In addition to the circumstances specified elsewhere in this Agreement, the Employer, in its discretion may approve an unpaid absence for the following reasons specified below. Unpaid absences must be approved or denied by the Employer in writing within fourteen (14) calendar days of the request when practicable and if denied will include the reason for denial. Approval will set a date for the employee's return to work. Modification of the return date must also be approved in writing by the Employer.

**14.2.** Unpaid absences may be granted for the following reasons:

- a. Child or elder care emergencies
- b. Governmental service
- c. Citizen volunteer or community service
- d. Conditions applicable for leave with pay
- e. Education
- f. Formal collective bargaining
- g. Leave taken voluntarily to reduce the effect of a layoff
- h. Union project activities
- i. To accommodate annual work schedules of employees occupying cyclic year positions
- j. As otherwise provided for in this Agreement

**14.3.** Unpaid absences for the following reasons are not covered by this Article:

- a. Compensable work-related injury or illness
- b. Military service
- c. Leave for serious health condition taken under the provisions of the Family and Medical Leave article
- d. Leave authorized by the Employer as part of a plan to reasonably accommodate a person of disability
- e. Disability due to pregnancy or childbirth
- f. Parental leave
- g. Union activities

**14.4. Conditions Applicable to Unpaid Absence.** Employees must submit any request for an unpaid absence in writing when feasible prior to the unpaid absence being used. Except as required by law, a request for unpaid absence must meet the following conditions:

- a. The employee must be a permanent employee
- b. The employee must have a bona fide intention of returning to work following the unpaid absence
- c. The unpaid absence must not, in the discretion of the University, interfere with

operational needs.

**14.5. Cancellation of Unpaid Absence.** The Employer may cancel an unpaid absence upon finding that the employee is using the unpaid absence for purposes other than those specified at the time of approval, or where there are extreme circumstances requiring the employee's return to work. The Employer will provide written notice to the employee that an unpaid absence has been cancelled. The notice will set a date for the employee's return to work. Unless mutually agreed, the employee's failure to return to work on the date prescribed will be considered job abandonment.

**14.6. Benefits During Unpaid Absence.** Employees are encouraged to contact the Integrated Service Center prior to any unpaid absence to understand impact on benefits and learn about other points to consider.

**14.7. Returning Employee Rights.** Employees returning to work following approved unpaid absence will be returned to the position they held prior to the unpaid absence pay or to another position in the same classification in the same geographical area unit and organizational unit. In the event the employee's position is substantially impacted during the time the employee is on unpaid absence, they will be notified in writing and provided a time in which to exercise any rights available pursuant to this Agreement.

**14.8. Educational Time Off.** After applicable accrued time off has been exhausted, unpaid time off may be granted for the duration of actual attendance in an educational program.

**14.9. Government Service Time Off.** After applicable accrued time off has been exhausted, unpaid time off may be granted for government service in the public interest, including but not limited to the U.S. Public Health Service or Peace Corps.

**14.10. Volunteer or Community Service Time Off.** After applicable accrued time off has been exhausted, unpaid time off may be granted for community volunteerism or service.

**14.11. Formal Collective Bargaining Time Off.** Unpaid time off may be granted to participate in formal collective bargaining sessions authorized by RCW 41.80 as mutually agreed by the parties.

**14.12. Disability Leave.** Disability leave may be a combination of the employee's accrued sick time off, vacation time off, personal holiday, compensatory time, and/or unpaid time off, the combination of which may be determined by the employee. If disability leave is taken as an unpaid absence, the employee may apply eight (8) hours of accrued paid time off per month during at least the first four (4) months of disability leave to provide for continuation of employer paid health benefits. The interspersed paid time off will be applied to the first working day of the month.

## Article 15 – Family Medical Leave Act and Parental Leave

**15.1. Federal Family and Medical Leave Act.** 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:

- a. parental leave to care for a newborn or newly placed adopted or foster child; or
- b. personal medical leave due to the employee's own serious medical condition that requires the employee's absence from work; or
- c. family medical leave to care for a family member who suffers from a serious medical condition that requires care or supervision by the employee. Family Member is defined as: the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sister, or brother. It also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent, and grandparent. "Child" also includes any child residing in the employee's home through foster care, legal guardianship or custody. Family members include those persons in a "step" relationship.

**15.2.** The amount of family medical leave available to an employee is determined by using a rolling twelve (12) month period. The rolling twelve (12) month period measures FMLA leave availability by "looking backward" from the date an employee begins FMLA leave, adding up any FMLA leave used in the previous twelve (12) months, and subtracting that amount from the employee's twelve (12) workweek FMLA leave entitlement. The remaining amount is available to the employee.

- a. While on leave covered by FMLA, the employee must use accrued paid time off before unpaid time off for the absence unless it runs concurrently with Washington Family and Medical Leave (PFML). With respect to employees who receive workers' compensation time-loss benefits, employees may elect to receive time-loss exclusively, or may elect to receive a combination of time-loss and accrued leave. All other provisions of Article 15 shall apply to work-related injury leave that is designated as FMLA leave.
- b. The Employer will not require the use of paid time off such that it would result in the employee having fewer than eighty (80) hours of accrued vacation time off or eighty (80) hours of accrued sick time off, counted separately, upon return to work. Vacation and sick time off that has been requested and approved prior to the request for the use of FMLA will not be considered when requiring employees to use time off during FMLA-covered leave. This does not apply during an absence covered by the Washington Family and Medical Leave Program (PFML).

**15.3.** The University will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by FMLA. If necessary, due to continued personal medical or parental leave approved beyond the FMLA period, or if the employee is not eligible for FMLA, the employee may elect to use eight (8) hours of accrued applicable paid leave for continuation of employer paid health insurance benefits for the duration of the approved leave of absence. The interspersed paid leave will be applied to the first working day of the month.

**15.4.** FMLA leave may be taken intermittently or as part of a reduced work schedule when medically necessary

**15.5. Parental Leave.** Parental leave is defined as: up to four (4) months of leave taken after the birth of a child to the employee, spouse or domestic partner, or because of the placement of a child with the employee 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.

To be paid during Parental leave the employee must use accrued vacation time off, sick time off up to eighteen (18) weeks (720 hours), personal holiday, holiday credit, or compensatory time, the combination of which may be determined by the employee. Employees must use all applicable accrued time off prior to going on unpaid time off, unless it runs concurrently with Washington Paid Family and Medical Leave (PFML).

## **Article 16 – Washington Family Medical Leave Program**

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

## **Article 17 – Shared Leave**

**17.1.** The purpose of this article is to inform employees of the basic provision of the leave-sharing program established by RCW 41.04.650- 41.04-670, as now or hereafter amended. In the event that there is any question as to leave sharing eligibility, entitlement or definition of

terms, the language of the Revised Code of Washington is definitive.

The leave sharing program permits eligible state employees to donate a portion of their paid leave to financially aid other state employees who will need to take leave without pay or separate from employment because of:

- Having a severe or extraordinary illness; or
- Having caregiver responsibilities for a relative or household member with a severe or extraordinary illness; or,
- The employee is serving as an approved emergency worker; or,
- When voluntarily or involuntarily serving in one of the uniformed services; of the United States, or,
- Being a victim of domestic violence, sexual assault or stalking, or assisting a family member who is a victim of domestic violence, sexual assault or stalking; or,
- Sickness or temporary disability due to a pregnancy-related medical condition or miscarriage; or
- Taking parental leave to bond with and care for their newborn, adoptive or foster child, for a period of up to sixteen (16) weeks after birth or placement.

**17.2. Shared Leave Program.** The shared leave program is administered consistent with state law and University policy. Employees seeking to request shared leave or to donate shared leave to another employee will follow the request procedures that the Human Resources Department publishes for that purpose.

**17.3. WA State Shared Leave Pool Programs.** In accordance with state law and University Policy, eligible state employees may donate leave to the following shared leave pool programs:

- Uniformed Services Shared Leave Pool Program
- Foster Parent Shared Leave Pool Program
- Veterans' In-State Service Shared Leave Pool Program

## **Article 18 – Civil/Jury Duty Time Off and Bereavement Time Off**

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

**18.1. Civil Duty.** Paid time off will be granted for jury duty, to serve as trial witnesses, or to exercise other subpoenaed civil duties such as testifying at depositions. Employees are not entitled to civil time off for civil legal actions that they initiate or when named as a defendant in a private legal action that is unrelated to their University employment. The employee will

notify the Employer as soon as they becomes aware of the need for a civil duty time off.

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

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

**18.2. Bereavement Time Off.** An employee shall be granted up to three (3) continuous or non-continuous days of bereavement time off, as requested by the employee, for each death of a family member. Bereavement time off beyond three (3) days may be approved based on individual circumstances, such as relationship of the employee to the deceased family member, employee responsibility for making funeral arrangements, religious reasons and/or distance of travel out of the area. Upon the Employer's approval, the employee may choose to use the following types of time off for beyond the three (3) days: sick, vacation, comp time, or unpaid time off.

Family member is defined in Article 12 Sick Time Off.

## **Article 19 – Unpaid Holidays for a Reason of Faith or Conscience**

Unpaid time off will be granted for a reason of faith or conscience for up to two (2) workdays per calendar year as provided below.

- a. Unpaid time off will be granted for up to two (2) workdays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization. Unpaid time off may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by Chapter 82-56 WAC or the employee is necessary to maintain public safety.
- b. The Employer will allow an employee to use compensatory time, personal holiday or vacation time off in lieu of unpaid time off. All requests to use compensatory time, personal holiday or vacation time off requests must indicate the time off is being used in lieu of unpaid time off for a reason of faith or conscience. An employee's personal holiday must be used in full workday increments.
- c. An employee's seniority date, probationary period or trial service period will not be affected by unpaid time off taken for a reason of faith or conscience.

Employees will only be required to identify that the request for time off is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

## Article 20 – Committees

**20.1 Labor/Management Committee.** The Employer, jointly with employees selected by the Union, shall establish a Labor/Management Committee to assist with personnel and other mutual problems. The purpose of the Labor/Management Committee shall be to foster improved communication between the Employer and the staff and to improve working conditions and patient and employee satisfaction. The Committee may address staffing issues, including issues related to low census and including developing possible solutions to mitigate low census in specific work areas. The Union may request data to assist in its low census review, and the Employer will in good faith make such information available subject to the availability of information and any Employer confidentiality concerns. Management and the Union agree to study the use of intermittent and nonpermanent employees and investigate the reasons for their employment and utilization. The function of the Committee shall be limited to an advisory rather than a decision-making capacity. The Committee will recommend solutions to identified problems. The Committee shall be established on a permanent basis and shall consist of not more than eight (8) representatives of the Employer and not more than eight (8) bargaining unit employees, with not more than one (1) employee from each job classification and/or department. The Committee will be representative of hospital work areas. The number of Committee participants may be expanded by the mutual agreement of the Employer and the Union.

The Committee may meet more or less frequently as mutually agreed upon between the parties, but the Committee shall schedule on a predetermined basis a meeting every other month and otherwise as needed. Meetings will be scheduled for sixty (60) minutes in duration. A Committee meeting shall normally be held during the day shift and at a mutually agreeable time and date. The Committee shall operate under guidance of co-chairs, one to be selected by the Employer and one by the Union. The co-chairs shall prepare a common written agenda for each meeting to be distributed to all Committee members at least three (3) days in advance of the meeting; however, failure to place an item on the agenda shall not preclude the Committee from addressing any issue.

**20.1.1 Clinics Labor/Management Committee.** The Parties agree there shall be a Labor/Management Committee specifically for the UWMC-NW Clinics within the current bargaining units. The Union shall have up to seven (7) representatives. Management shall have up to seven (7) representatives.

**20.2 Customer Service Collaboration.** The Union and Employer recognize that the commitment of UWMC- Northwest and its employees to customer service is fundamental to both the hospital's status in the local community and its long term financial stability. Customer satisfaction is only made possible through the commitment of every employee.

Within thirty (30) days after signing this Agreement, the Labor-Management Committee will meet to collaboratively assess how best to further this mission. The members of the Labor-Management Committee will be asked to come up with suggested improvements in the processes utilized by unit employees, focusing on ways to improve customer service. Employees participating receive paid release time from their work duties.

**20.3 Committees in General.** The above-referenced committees, although advisory in nature, will be expected to assist in the development of positive change which can be implemented by the Employer with successful results. Each committee will review its progress and effectiveness annually. Minutes will be kept of each meeting for distribution to all members of the committee. Arrangements for and scheduling of meeting rooms will be performed by representatives of the Employer.

**20.4 Compensation.** Employees shall be compensated at their regular rate of pay for all time spent on Employer-established committees and contract committees set forth in this Article 20 when as members of the committee, they are required to attend committee meetings, or are serving on ad hoc or sub-committees established by the standing committees, and with prior approval, for time spent in preparation and presentation of projects required by the Employer. Paid release time, including 30 minutes for caucus pre-meet time, will apply for meetings that occur during scheduled work hours. However, meeting times are not construed as work time for purposes of calculating overtime and no overtime shall be claimed or paid for meeting attendance.

## Article 21 – Health and Safety Committee

**21.1 Employee Health and Safety Committee.** The Employer will maintain a safe and healthful work place in compliance with Federal, State and local laws applicable to the safety and health of its employees. The Employer will continue its Employee Safety Committee in accordance with regulatory requirements. The purpose of this Committee shall be to investigate safety and health issues and to advise the Employer of education and preventative health measures for the work place and its employees. The Union may appoint one (1) member to the Committee. Employees are encouraged to report any unsafe conditions to their supervisors and to the Safety Committee and/or the Hospital's Risk Manager by utilizing a Quality Assurance Memo.

**21.1.1** Because back and musculoskeletal injuries are a major occupational hazard to healthcare workers, in the interest of prevention, the Committee shall have the authority to consider and make recommendations to the Occupational Medicine Committee regarding the prevention of musculoskeletal injuries, the identification of workplace risks and prevention techniques, including the use of lift teams and mechanical lifting devices, as well as practices already in place in the workplace.



**21.2 Tuberculosis Exposure Control Program.** At the time of employment, the Employer shall provide a two (2) step Tuberculin PPD screening test at no cost to the employee. In the event of a positive reaction to the test, the Employer will provide a chest x-ray at no cost. The Employer will continue to provide annual PPD screening to all employees at no cost to the employee. Employees may be screened more frequently on an as needed basis. Upon request of a health care provider, a routine blood examination and urinalysis will be provided at no cost to the employee once each year.

**21.3 Health and Safety.** The Employer remains committed to providing education, products and equipment, work practice controls, and engineering controls to minimize employee risks from occupational injury or exposure. The Employer shall also continue to provide confidential twenty-four (24) hour information and referral for employees sustaining occupational injury or exposure.

**21.4 Prevention of Workplace Violence.** The Health and Safety Committee shall make recommendations to the Occupational Medicine Committee on hazards and risk factors including training, reporting, incident response and program evaluation.

**21.5 Product Evaluation.** The Employer's Product Improvement Committee will continue to review and evaluate medical devices that reduce or help prevent employee exposure to blood and/or body fluids. The Committee's evaluation of products will include consideration of cost, applicability and effectiveness, with applicability and effectiveness being primary considerations.

**21.6 Hepatitis B Vaccine.** Because Hepatitis B is a serious occupational hazard and since some employees are at risk to exposure to patient bodily fluids and blood, in the interest of prevention, the Employer will continue to provide, free of charge, the Hepatitis B vaccine to those employees whose may have occupational exposure to bodily fluids and blood. Within two (2) months after completion of Hepatitis B vaccine series, the Employer shall provide, free of charge, a titer and if necessary will repeat the Hepatitis B vaccination series.

**21.7 Injuries at Work.** In the event an employee sustains an injury while at work which requires medical attention, the Employer will continue to provide emergency medical attention either at the facility or arrange for transportation to a suitable medical facility pursuant to the Employer's Worker's Compensation Program. The University's workers' compensation program is insured through the State of Washington. On the Effective Date, Employees will become covered by the University's program for work-related injuries or illnesses that occur while employed by the University.

## Article 22 – Staff Development

**22.1 Orientation.** The objectives of orientation shall be to familiarize new employees with the objectives and philosophy of the Employer and its services, to orient new employees to hospital policies and procedures, and to instruct new employees as to their functions and responsibilities as defined in job descriptions. Orientation will consist of a basic comprehensive program in which the employee will be oriented through a combination of instructional conferences, floor and/or shift work and self-directed learning experiences.

**22.2 Inservice Education.** A regular and ongoing inservice education program shall be maintained and made available to all shifts and to all personnel with programs posted in advance. The posting will indicate if attendance is mandatory. Employees required by the Employer to attend in-service education during off duty hours will be paid at their regular rate of pay, or overtime, if applicable.

**22.3 Job Related Study.** After one (1) year of continuous employment, permission may be granted for leave of absence without pay for job related study, without loss of accrued benefits, providing such leave does not jeopardize hospital service.

**22.4 Approved Expenses.** When the Employer requires the employee to participate in an educational program (which shall exclude programs for maintaining licensure and specialty certification), the Employer will pay approved expenses that are directly related to the program.

**22.5 Education Leave.**

1. Employees in the Service and Maintenance bargaining unit whose position requires the maintenance of a license or certification may be allowed up to twenty-four (24) hours of paid educational professional leave per year (prorated for part-time employees);
2. Employees in the Professional Technical bargaining unit whose position requires the maintenance of a license or certification may be allowed up to forty-eight (48) hours of paid educational professional leave per year (prorated for part-time employees);

Such leave shall be subject to budgetary considerations, scheduling requirements of the Employer and approval by the Department Manager of the subject matter to be studied. Where the Employer intends to deny a substantial amount of educational leave for budgetary reasons, the Employer will, upon request, present the budgetary reasons in Labor/Management Committee and will discuss alternatives to the denial of educational leave. Programs enhancing the professional growth of an employee at the Employer and participating in meetings of employee or employee's related organizations will be considered for the use of professional/educational leave. As between employees who request it, educational/professional leave shall be approved in an equitable manner.

## Article 23 – Grievance Procedure

**23.1 Grievance Defined.** A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

**23.2 Time Limits.** Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday, Sunday or a holiday designated in paragraph 10.1 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee, provided that the Union must specifically request arbitration as provided in Step 4.

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

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

**23.4 Grievance Withdrawal.** A grievance may be withdrawn by the Union in writing at any time, and if withdrawn shall not be resubmitted.

**23.5 Resolution.** If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

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

### 23.7 Filing and Processing

- a. Filing A grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence. When possible the thirty (30) day periods above should 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.

- b. Alternative Resolution Methods Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.
- c. Processing The Union and the Employer agree that in-person meetings are preferred at all steps of the grievance process and will make efforts to schedule in-person meetings, if possible.

**23.8 Grievance Procedure.** A grievance shall be submitted in accordance with the following procedure. Upon mutual agreement, Step One, Two or Three may be skipped. Grievances over final counseling or dismissal will begin at Step Two.

Step 1. Employee and Supervisor, Manager, or Designee.

If the issue is not resolved informally, the Union may file a written grievance to the supervisor or designee, and the Labor Relations office (laborrel@uw.edu). The Employer will designate a supervisor, manager or designee who will meet in person or confer by telephone with a Union Delegate and/or staff representative and the grievant. The date of the meeting will be mutually agreed upon within fifteen (15) calendar days of receipt of the grievance and when possible the meeting will take place within the aforementioned fifteen (15) calendar days. The format (face to face or by telephone) for the meeting will be by mutual agreement. The employer will respond in writing to the Union within fifteen (15) calendar days after the meeting. The Human Resources Consultant may also attend, if desired by the University. If the grievance is directed against the employee's immediate supervisor, the grievance may be presented to the next higher level of supervision. In the event the employee's immediate supervisor does not have authority to resolve the grievance, the grievance will be presented at the level having authority to act as determined by the Employer. .

Step 2.

If a satisfactory settlement is not reached in Step One, said grievance may be moved to the Step Two by filing the written grievance, including a copy of the Step One decision to department head, designee, or to the next appropriate level of management and the Office of Labor Relations within fifteen (15) calendar days after the decision from Step One. The date of the meeting will be mutually agreed upon within fifteen (15) calendar days after notice of the filing at Step Two and when possible the meeting will take place within the aforementioned fifteen (15) calendar days. The grievant may be represented by a Union Delegate and a Union staff representative. The University will be represented by the appropriate management official(s) or designee(s), a representative

from the Office of Labor Relations, and a Human Resources Consultant, if desired by the University. The University will respond in writing within fifteen (15) calendar days after the meeting.

### Step 3. Grievance Mediation.

If the grievance is not resolved at the Step Two, the Union may file a request for mediation with the Public Employment Relations Commission (PERC) in accordance with WAC 391-55-020, 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 Employer will inform the Union, in writing, and PERC within thirty (30) days of receipt of Mediation request if they are not in agreement. If those services are unavailable on a timely basis, the parties may request a list of grievance mediators from the Federal Mediation and Conciliation Service (FMCS) or other agreed upon mediation provider. The cost of the mediation shall be borne equally by both parties.

### Step 4. Arbitration.

If a satisfactory settlement is not reached at the prior step, or the step was skipped, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. Such submittal must be made within thirty (30) calendar days following the written notice that the employer does not agree to Step Three (3) Mediation or the conclusion of the prior step.

### Panel of Arbitrators:

- A. Within sixty (60) calendar days of the execution of the Agreement, the parties, SEIU 1199, and the Employer, agree to meet to establish a permanent panel of six (6) arbitrators. If the parties do not meet or if there is no agreement on the panel, the current panel will remain.
- B. These arbitrators shall be assigned cases by the parties on a rotating basis. 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 next arbitrator in the rotation. 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.
- 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).

No later than seven (7) working days prior to the scheduled arbitration meeting, the parties will submit questions of arbitration eligibility to the arbitrator for preliminary

determination, share the name of each witness intending to testify at the hearing, and attempt to agree upon the issue statement. A copy of written materials submitted to the arbitrator will be provided to the opposing party.

If either party raises an issue of procedural arbitrability, i.e. that any step of the grievance process or movement to arbitration was not pursued within the time limits proscribed in this article, the arbitrator shall make a determination on the arbitrability issue prior to proceeding to a hearing on the merits of the grievance. If the arbitrator determines the grievance is not arbitrable, then no hearing on the merits of the grievance will be held.

#### Authority of the Arbitrator

The parties agree that the arbitrator shall have no power to render a decision that adds to, subtracts from, alters or modifies in any way the terms and conditions of the Agreement. The parties further agree that the decision of the arbitrator will be final and binding upon all parties.

The Union or the Employer will have the right to request the arbitrator to require the presence of witnesses and/or documents. The arbitrator's decision shall be made in writing and the arbitrator shall be encouraged to render the decision within thirty (30) calendar days of the close of the arbitration.

In cases where a grievance is moved to arbitration and the Employer did not agree to Step Three: Grievance Mediation, either party may request a pre-arbitration settlement conference. These conferences shall not delay the arbitration process, and may be held with or without the presence of the arbitrator, at the option of the moving party. In the event that an arbitrator is present, the cost of the arbitrator's participation shall be borne equally by the parties.

### **23.9 Arbitration Costs**

1. The fees and costs of the arbitrator, and the cost (if any) of the hearing room, will be shared equally by the parties.
2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
4. Each party is responsible for all fees and costs of its staff representatives, attorneys,

experts, witnesses –and all other costs related to the development and presentation of their case. Every effort will be made to avoid the presentation of repetitive witnesses.

**23.10 Files.** Grievance documents shall be maintained separately from employee personnel files. Employee personnel files will accurately reflect the final outcome of a grievance.

## **Article 24 – Management Responsibilities**

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of patient care and customer satisfaction, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the hospital including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to discipline, demote or discharge employees for just cause, provided however, the Employer reserves the right to discharge any employee deemed to be incompetent based upon reasonably related established job criteria and exercised in good faith; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Employer in accordance with such policies and procedures as it from time to time shall determine.

## **Article 25 – Subcontracting, Sale, or Transfer**

**25.1** The Employer will give the Union ninety (90) days' advance written notice of its intent to sell or transfer any part of its operations covered by this Agreement which will result in the replacement of bargaining unit employees. During that ninety (90)-day period, the Employer will participate with the Union in meaningful discussions of alternatives to the sale or transfer.

**25.2** If, as a result of the anticipated sale or transfer, the bargaining unit work affected by the action will continue to be performed at the UWMC Northwest, the Employer's agreement with the buyer or transferee will provide:

**25.2.1** That the new employer will hire UWMC Northwest employees in bargaining unit positions, in order of seniority, to perform the work, providing, skill, competence and ability are considered substantially equal in the opinion of the Employer.

**25.2.2** That, in setting the initial terms of employment of those UWMC Northwest employees hired according to this provision, the new employer will provide that the employees will receive the same wages as those they enjoy under this collective bargaining agreement. For purposes of this provision, "wages" includes the hourly wage rate, premium pay and overtime provisions;

**25.2.3** That, also in setting the initial terms of employment of those UWMC Northwest employees hired according to this provision, the new employer will cover the employees with its existing basic medical plan. For the first (6) six months of their employment, the new employer will pay the full cost of the employee premium for all employees .6 FTE and above or increase the employee wage to cover the full cost of the employee premium. If the new employer does not have an existing basic medical plan for which the employees are eligible, the Employer will pay the employees' costs to main coverage for the first six (6) months of their employment with the new employer, subject to the employee making monthly payment of any required contribution for dependents;

**25.2.4** That the new employer will not hire new employees or assign its own employees to perform bargaining unit work unless or until it has exhausted the list of UWMC Northwest bargaining unit employees under 25.2.1 above and vacant positions or unassigned bargaining unit work remain;

**25.2.5** That the new employer will provide the Union with a copy of all terms and conditions of employment of the employees who perform the bargaining unit work subject to the sale or transfer; and

**25.2.6** That the new employer will recognize the Union as the representative of the employees who perform the bargaining unit work, and negotiate for a successor collective bargaining agreement.

**25.3** If, as a result of the anticipated sale or transfer, the bargaining unit work will be performed at a location other than the UWMC Northwest campus and if the new employer will hire new employees, the University's agreement with the subcontractor, buyer or transferee will provide:

**25.3.1** That the new employer will give preference in hiring to those UWMC Northwest employees who perform bargaining unit work under this collective bargaining agreement who make timely application; and



**25.3.2** That the new employer will give effect to this hiring preference for thirty (30) days from the effective date of the sale or transfer.

**25.4** No less than thirty (30) days prior to the effective date of a sale or transfer of operations, the Employer will provide the Union with a copy of the agreement with the buyer or transferee, which is signed by all parties to the agreement, which contains the applicable provisions of this clause.

**25.5** There shall be no subcontracting of any bargaining unit work for the life of the contract. This shall not apply to work that is done on an occasional or temporary basis by non-bargaining unit personnel or contractors, existing work that has been customarily and historically subcontracted, to work requiring specialized and unique skills and/or equipment not generally available within the unit and where training cannot reasonably be provided, to overload work (providing such work does not result in a reduction of the FTE status or layoff of any bargaining unit member), and new work that cannot feasibly be performed by bargaining unit employees.

In the event there is significant opportunity identified for expense reduction through subcontracting, the Union will meet and negotiate ways to mitigate the expense variance, with subcontracting included as a possible alternative. Except as otherwise provided in the paragraph above, subcontracting would only be by mutual agreement.

The preceding two paragraphs shall not apply to a transfer, combination, or integration of any part of the Employer's operations covered by this Agreement to or with UW Medicine or any unit, department or affiliate.

## **Article 26 – Uninterrupted Patient Care**

It is recognized that UWMC Northwest is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the employee and the Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, sympathy strikes, picketing (including informational picketing), walkout, slowdown or other work stoppage of any nature whatsoever. In the event of any such activity or a threat thereof, the Union and its officers will do everything within their power to end or avert same. Any employee participating in any such activity will be subject to immediate dismissal. The Employer agrees that during this same time period, there shall be no lockouts.

## **Article 27 – Training and Upgrading Fund**

**27.1 Establishment of Fund and Contribution Rate.** A Training and Upgrading Fund to be known as the Joint Employer Training and Education Fund (the "Fund") will be established for the purpose of creating a program for addressing the workforce needs of participating employers (collectively "Participating Employers") as well as the career, knowledge and skill aspirations of SEIU Healthcare 1199NW bargaining unit employees. The Employer agrees to become a Participating Employer in the Fund, which will be established by an Agreement and Declaration of Trust ("Trust Agreement").

**27.1.1** The contribution to the Fund shall be an amount equal to one percent (1.0 %) percent of the gross payroll of the Service & Maintenance bargaining unit employees,.

**27.1.2** The contribution to the Fund shall be an amount equal to one-half of one percent (0.5 %) percent of the gross payroll of the Professional bargaining unit employees.

**27.1.3** Gross payroll shall be defined as the amount included on Box 5 of the W-2 form report of the Employer, excluding per diem/on call/intermittent/nonpermanent.

**27.2 Fund Trustees, Programs, Staff.** The Trustees of the Fund shall be composed of an equal number of representatives designated by the Union and by the employers contributing to the Fund. While acting in a manner consistent with the Fund Principles established between the Union and Participating Employers, the Trustees will determine the overall parameters for these programs, and the staffing needed to carry out the purposes of the Fund.

**27.3 Trust Agreement.** The Employer and Union agree to abide by the Trust Agreement.

**27.4 Availability of Onsite Rooms.** In order to facilitate employees' access to education and training, the Employer will make a good faith effort to make rooms available on-site for conducting training, counseling and other activities of the Fund.

**27.5 Fund Contributions, Records and Collections.** The Employer shall remit the Fund contributions required under this Article on either a monthly or pay period basis, based upon the payroll for the previous month or pay period. Payments shall be due no later than thirty (30) days following the end of the month or pay period on which they are based. The Employer shall submit regular reports with its contributions in such form as may be necessary for the sound and efficient administration of the Fund and/or to enable the Fund to comply with the requirements of Federal and applicable State law and for the collection of payments due pursuant to the Fund.

The Employer agrees to make available to the Fund, in accordance with Fund policy, such records of employees which the Fund may require in connection with the sound and

efficient operation of the Fund or that may be so required in order to determine the eligibility of employees for Fund benefits.

The Employer agrees that the collection of delinquent Employer contributions shall be subject to the collection policy established by the Trustees of the Fund.

**27.5.1.** The Union will provide the University quarterly with the same reports Training Fund trustees get regarding utilization and participation. The reports will include the job class of employees participating, utilization and associated cost.

**27.6 Training Fund Committee.** While the Joint Employer Training and Education Fund is being established, the Labor Management Training Committee will meet at intervals determined by the Committee to assess the needs of bargaining unit employees related to education/career advancement interests and needs, and to promote the advantages of and participation in this Fund and all of the Fund's specific programs.

Information collected regarding training interests and needs and any barriers will be forwarded to the multi-employer Training and Education Fund Staff

Once the Training and Education Fund is fully operational, the Labor Management Training Committee will evaluate the need for any additional meetings.

## Article 28 – General Provisions

**28.1 State and Federal Laws.** This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and Union shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

**28.2 Amendments.** Any change or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

**28.3 Past Practices.** Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices of any nature whether operational or employee benefit shall not be binding on the Employer. The Employer will not make any changes in past practices or employee benefit that would have the effect of

discriminating solely against members of the bargaining unit. The Employer will communicate any changes in past practices, or employee benefit to the staff in advance of the change.

**28.4 Successors.** This Agreement shall be binding upon any successor Employer. The Employer shall have the affirmative duty to call this provision to the attention of any successor organization.

**28.5 Complete Understanding.** The parties acknowledge that during the negotiations which resulted in this Agreement each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically discussed during negotiations or covered in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

## Article 29 – Duration

**29.1 Duration and Renewal.** This Agreement shall become effective July 1, 2021 and shall continue in full force and effect through and including 11:59 p.m. on June 30, 2023, and shall continue in full force from year to year thereafter unless notice of desire to amend the Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the notice, and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that if notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of the date stated in such notice to terminate, which date shall be subsequent to July 1, of the year in which such notice to amend is timely given and at least sixty (60) days subsequent to the giving of such notice to terminate.

## Article 30 – Classifications and Reclassifications

**30.1.** The Employer will allocate positions on a “best fit” basis to the most appropriate classification at the University of Washington. Allocations shall be based on a position’s duties, responsibilities, or qualifications.

**30.2.** Reallocations shall be based on a permanent and substantive change in the duties,

responsibilities, or qualifications of a position or application of the professional exemption criteria set forth in RCW 41.06.070(2).

### **30.3.**

- a. Should the University decide to create, eliminate or modify class specifications which does not involve a major restructure to the overall classification system, it will notify the Union in advance of implementing the action. Notification will include the bargaining unit status of the classification and, for a newly created or modified classification considered to be in the bargaining unit, a proposed salary. Notification will occur at least forty-five (45) days in advance of any proposed implementation date. At the Union's request the University will meet and confer with the Union over its proposed action.
- b. An employee occupying a position reallocated to a class with a lower salary range maximum due to a class being created, abolished or modified will retain the salary of their former position until reaching the top of the range of the former position, and then will be frozen until the new class pay range catches up.  
An employee(s) occupying a position reallocated to a class with a higher salary range due to a class being created, abolished or modified will receive the same step in the new range as the employee(s) held in the previous range. The progression start date of the employee will remain unchanged.
- c. Within thirty (30) calendar days following implementation of the University's decision to create or combine classifications per Article 30, or modify class specifications for bargaining unit positions, the Union may file an appeal with the Classification Review Hearing Officer selected under Article 30.6 of this contract, to determine if the salary assigned to the classification is appropriate.

**30.4.** The Union may, at any time, propose a new classification with appropriate justification. These proposals will be reviewed by the Compensation Office of Human Resources which will accept, reject, or modify any proposal. The Union and the Compensation office will meet and discuss the proposal within sixty (60) days. This review is not grievable.

**30.5.** The University agrees to notify the Union of any proposed reclassifications of occupied bargaining unit positions into non-bargaining unit positions at least thirty (30) days prior to implementation.

### **30.6. Professional Staff Exemptions:**

- a. The University will make reallocations based on application of the professional staff exemption criteria set forth in RCW 41.06.070 (including any permanent and substantive change in the duties, responsibilities, or qualifications of the position).
- b. The Union and the University agree to a procedure that includes the provision of

- information by the University and a meeting with the Union to discuss and resolve issues regarding the transfer of work from the bargaining unit within four (4) weeks of the University's initial notice to the union for a proposed professional staff exemption.
- c. All negotiations regarding transfer of any work from the bargaining unit shall be concluded by the meeting described above, unless both parties agree to an extension.
  - d. Disputes regarding professional staff exemptions shall be resolved by the classification review hearing officer. The Hearing Officer shall make their decision based on the criteria outlined in Subsection 30.6.a above. If the employee appeals the exemption determination in any other forum the Union cannot pursue the determination through the process outlined in this Article.

## **RECLASSIFICATIONS**

**30.7. Policy.** Positions shall be allocated to the appropriate classification. Requests to reclassify should be based on a belief that the duties, responsibilities, or qualifications of a position are such that it is inappropriately classified.

### **30.8 Position Review Process.**

- A. The University, employee, or employee representative may request that a position be reviewed when the requesting party believes that the basis of its request has become a permanent requirement of the position. Employees and employee representatives may not request that a position be reviewed more often than once every six (6) months.
- B. The request must be complete and in writing on forms provided by the University. Requests may be submitted to Human Resources or to an employee's direct supervisor or department. Any party may submit additional information, including the names of individuals, which the party believes is relevant to the position review.
- C. An employee may request that a representative be present as an observer at meetings with the University reviewer scheduled to discuss the request for position review. At the employee's request a portion of such meetings shall be conducted in a quiet and private location, away from the work station.
- D. The University reviewer will investigate the position and issue a written response to the employee or employee representative within sixty (60) calendar days from receipt, by Human Resources, of the completed request. A completed request is defined as the employee completing all employee portions of the reclassification forms. The response will include notification of the class and salary assigned when the position is reallocated, or notification of the reasons the position does not warrant reallocation when the request is not approved. Reclass requests may be submitted at either the departmental level or directly to Human Resources. Reclass requests submitted at the departmental level must be forwarded to Human Resources within thirty (30) calendar days.

- E. The effective date of allocations or reallocations initiated by the University shall be determined by the University. The effective date of a reallocation resulting from an employee or employee representative request for position review will be established as the 1<sup>st</sup> or the 16<sup>th</sup> of the month which precedes the date that the completed request was filed with Human Resources or the employee's direct supervisor or department, whichever date is earliest. The date of receipt must be appropriately documented.
- F. An employee may request reconsideration following receipt of the University's determination. Requests for reconsideration will not hold the timeframe for filing an appeal under 44.5.

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

**30.10 Hearing Officer.** The Hearing Officer shall be jointly selected by the parties within thirty (30) days of the execution of this contract and shall serve for a minimum of one (1) year from the date of selection. At that time the parties may choose to re-appoint the Hearing Officer or select a different Hearing Officer who will also serve for a minimum of one (1) year from date of selection.

**30.11 Hearings.** The Hearing Officer shall hold hearings on a quarterly basis unless there are no appeals to hear or the parties agree to pend any open appeals. All materials considered in the position review shall be submitted to the Hearing Officer prior to the hearing and neither party will submit evidence at the hearing that was not submitted during the position review. The Hearing Officer shall endeavor to hold multiple hearings each day, and shall issue a concise decision which shall be final and binding. The Hearing Officer shall have no authority to alter the terms and conditions of this contract. Employees may be represented at the hearing and will be released from work with no loss of pay to attend the hearing. The Hearing Officer's fees and expenses shall be shared equally by the parties.

## **Article 31 – New Employee Orientation**

**31.1** The Employer shall provide new employee orientation to employees in the bargaining units. The purpose of the orientation program shall be to familiarize new employees with the hospital's philosophy, policies and procedures, together with nursing functions and responsibilities as defined in the appropriate class specification. Such orientation program shall include both classroom training and supervised clinical experience.

**31.2** A Union representative shall be allowed up to thirty (30) minutes with employees during the new employee orientation. Such release time will be subject to the operational needs of the department and does not count as time worked for the purpose of calculating overtime.

The Employer will advise and encourage new employees to attend the paid SEIU 1199NW Union orientation, which is part of the Employer's New Employee Orientation program (NEO). The Employer will schedule the SEIU 1199NW Union orientation in the same location and at a time within or immediately adjacent to the Employer's orientation program. The Employer will provide clear signage and direction of the location of the SEIU 1199NW Union portion of NEO. The Union portion of NEO will be shown on the New Employee Orientation agenda given to all new employees. Employer representatives shall not be present during the Union presentation.

**31.3** By the end of the week prior to each new employee orientation, the Employer shall provide the Union with a list of all employees scheduled for the orientation. This list shall include the employee's ID number, last name, first name, middle initial, campus/location, position cost center description, position start date, job code, job title, starting line, NEO webinar date, union orientation date, UW NetID, primary home phone number, and primary home email if available of each new employee attending the orientation.

31.4 If the University conducts orientation on-line, the Union will be permitted to display a reasonable amount of information as part of the program.

**31.5** For employees hired into the bargaining unit who do not attend the orientation described in 41.1 above, within ninety (90) days of the employee's start date, the Employer will provide the Union access to the employee during the employee's regular work hours to present information about the Union. This access will be provided at the employee's regular worksite, or at a location mutually agreed to by the Employer and the Union and will be for no less than thirty (30) minutes.

## **Article 32 – Salary Overpayment Recovery**

### **Salary Overpayment Recovery**

- I. When an Employer has determined that an employee has been overpaid wages, the Employer may recoup the overpayment. The Employer will provide written notice to the employee that will include the following items:
  1. The amount of the overpayment,
  2. The basis for the claim,
  3. A demand for payment, and
  4. The rights of the employee under the terms of this Agreement.

Employees may request a meeting with the Employer and an interpreter to have the overpayment notification explained.

#### II. Method of Payback



- A. The employee must choose one (1) of the following options for paying back the overpayment:
1. Voluntary wage deduction
  2. Cash, or
  3. Check (separated employee).
  4. Vacation (if under 240 hours only) or Compensatory time balances
- B. The employee may propose a payment schedule to repay the overpayment to the Employer. If the employee's proposal is accepted by the Employer, the deductions shall continue until the overpayment is fully recouped. Nothing in the section prevents the Employer and employee from agreeing to a different overpayment amount than specified in the overpayment notice or to a method other than a deduction from wages for repayment of the overpayment amount.
- C. If the employee fails to choose one (1) of the four (4) options described above, within thirty (30) days of written notice of overpayment, the Employer will deduct the overpayment owed from the employee's wages or the amount due may be placed with a collection agency. This overpayment recovery will not be more than five percent (5%) of the employee's disposable earnings in a pay period. Disposable earnings will be calculated in accordance with the Attorney General of Washington's guidelines for Wage Assignments.
- D. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.
- III. Neither A nor B above are required for employee reported overpayments and/or employee corrected time including leave submittal corrections. All employee initiated overpayment corrections may be collected from the next available pay check.
- IV. Appeal Rights: Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 6 of this Agreement. The Employer will suspend attempts to collect an alleged overpayment until the grievance process has concluded.

## Article 33 – Non-Discrimination

**33.1** The parties individually agree that they will not engage in any act or practice or pursue any policy which is discriminatory against any employee who may be a qualified disabled individual, has status as a protected veteran who is a victim of sexual assault or stalking, or because of their military status, or because of age, sex, sexual orientation, gender identity or expression, genetic information, pregnancy, political affiliation, political belief, marital status, race, national origin, color, creed, religion, immigration status, citizenship, or membership or non-membership in a union. Unlawful harassment is included as a form of prohibited

discrimination.

“Race” is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. “Protective hairstyles” includes, but is not limited to, such hairstyles as afros, braids, locks, and twists.

**33.2 Sexual Harassment.** No employee shall be subjected to discrimination in the form of sexual harassment as defined in University of Washington Executive Order 31 on Nondiscrimination and Affirmative Action.

**33.3 Complaints.** Employees who feel they have been the subject of discrimination, harassment, or retaliation are encouraged to discuss such issues with their supervisor, administrator, or Human Resource Consultant for local resolution. The goal of local resolution is to address and resolve problems as quickly as possible and to stop any inappropriate behavior for which a member of the University community is responsible.

A formal complaint may be filed with the University Complaint Investigation and Resolution Office (UCIRO). Employees may also file discrimination, harassment or retaliation complaints with appropriate federal or state agencies or through the grievance process in accordance with Article XX of this Agreement. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, harassment or retaliation, with mutual agreement the grievance may be suspended until the internal complaint process has been completed. If the UCIRO investigation exceeds sixty (60) days, the Union may request a status update from Labor Relations ([laborrel@uw.edu](mailto:laborrel@uw.edu)).

UCIRO shall include a statement in the initial e-mail they send out to all complainants that says, “Union members may have rights under their respective Collective Bargaining Agreements. For more information you may contact your union or Labor Relations at [laborrel@uw.edu](mailto:laborrel@uw.edu) or <https://hr.uw.edu/labor/unions>.”

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

Both parties agree that nothing in this Agreement will prevent the implementation of an approved affirmative action plan.

**33.4** A grievance alleging a violation of this article must be submitted within one hundred eighty (180) days of an alleged occurrence.

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

**33.6 Bathroom Equity.** Whenever feasible, the Employer will provide single-use gender-neutral bathrooms that are available to any individual desiring privacy.

**33.7 Lactation.** The Employer will comply with relevant State law regarding availability of lactation stations and reasonable time for the expression of milk.

## Appendix A – Job Classifications

### Service and Maintenance Unit

Job Code	Temp Hourly Job Code	Job Profile	Pay Table	Salary Range
21300	21500	ADMINISTRATIVE ASSISTANT (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	195
21427	21627	ALLERGY TECH (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	210
21368	21568	CARDIAC MONITOR TECHNICIAN (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	180
21306	21506	CASE MGMT ASST (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	205
21299	21499	CERT NURSING ASST (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	166
21309	21509	CHILD CARE TEACHER (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	169
21310	21510	CHILD CARE TEACHERS AIDE (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	126
21318	21518	CULINARY ASSOCIATE (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	165
21343	21543	CUSTODIAN (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	156
21344	21544	CUSTODIAN LEAD (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	174
		DEPARTMENT ASST I		
21319	21519	DEPARTMENT ASST II (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	155
		DEPARTMENT ASST LEAD		

<b>Job Code</b>	<b>Temp Hourly Job Code</b>	<b>Job Profile</b>	<b>Pay Table</b>	<b>Salary Range</b>
21322	21522	DIETARY UNIT CLERK (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	160
21323	21523	DIETETIC TECHNICIAN (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	175
21327	21527	EEG END TECHNICIAN (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	225
21328	21528	EKG TECH IN HOUSE CERT (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	170
21329	21529	ELECTRICIAN LEAD (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	240
21330	21530	FACILITY & PROPERTY COORD (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	198
21332	21532	FLOAT CERT NURSING ASST (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	163
21333	21533	FLOAT UNIT SECRETARY (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	171
21334	21534	FOOD SERVICE LEAD (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	176
21335	21535	FOOD SERVICE WORKER (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	140
		GARDENER 1		
21337	21537	GARDENER II (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	170
21338	21538	GARDENER LEAD (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	180
21345	21545	HVAC MECHANIC (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	240
21346	21546	IMPLANT MATERIALS SPECLST (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	206
21347	21547	INSTRUMENT TECH (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	183
21348	21548	INSTRUMENT TECH LEAD (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	194

<b>Job Code</b>	<b>Temp Hourly Job Code</b>	<b>Job Profile</b>	<b>Pay Table</b>	<b>Salary Range</b>
21350	21550	INVENTORY COORD (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	198
21354	21554	LAB ASSISTANT (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	170
21355	21555	LAB ASSISTANT LEAD (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	190
21356	21556	LAB ASST TECHNICAL (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	180
		LAB ASST TECHNICAL LEAD		
21359	21559	MAINTENANCE ENGINEER LEAD (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	224
21358	21558	MAINTENANCE ENGINEER (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	211
21360	21560	MAINTENANCE WORKER (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	175
		MATERIALS HNDLG AIDE I (NE H SEIU 1199NW Northwest Service and Maintenance)		
21361	21561	MAINTENANCE HNDLG AIDE II (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	150
21362	21562	MAINTENANCE HNDLG AIDE III (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	180
21308	21508	MEDICAL ASST - CERT (NE H SEIU 1199NW Northwest Service and Maintenance)	BY	42
21415	21615	MEDICAL ASST - CERT LD (NE H SEIU 1199NW Northwest Service and Maintenance)	BY	50
21363	21563	MEDICAL ASST - RED (NE H SEIU 1199NW Northwest Service and Maintenance)	BY	36
21437	21637	MEDICAL ASST APPRENTICE (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	125
		MOBILITY AIDE (NE H SEIU 1199NW Northwest Service and Maintenance)		
		NURSING ASSISTANT REG (NE H SEIU 1199NW Northwest Service and Maintenance)		

<b>Job Code</b>	<b>Temp Hourly Job Code</b>	<b>Job Profile</b>	<b>Pay Table</b>	<b>Salary Range</b>
21373	21573	OR SECRETARY (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	175
21374	21574	OR/ED ASSISTANT (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	155
21376	21576	PARKING CONTROL ATTENDANT (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	140
21432	21632	PATIENT CARE COORDINATOR (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	190
21428	21628	PATIENT SERVICES SPECIALIST I (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	161
21421	21621	PATIENT SERVICES SPECIALIST II (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	167
21409	21609	PATIENT SERVICES SPECIALIST III (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	187
21422	21622	PATIENT SERVICES SPECIALIST LD (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	193
21383	21583	PHYSICAL THERAPY TECH (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	145
21385	21585	RADIOLOGY TECH ASST (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	170
21389	21589	RETAIL ASSOC – GIFT SHOP (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	140
21390	21590	SCHEDULER – DI/OR (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	179
21391	21591	SCHEDULER LEAD (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	190
21397	21597	SR CARPENTER (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	230
21398	21598	SR MAINTENANCE ENGINEER (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	217
21399	21599	SR PAINTER (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	231

<b>Job Code</b>	<b>Temp Hourly Job Code</b>	<b>Job Profile</b>	<b>Pay Table</b>	<b>Salary Range</b>
21402	21602	TELEMETRY/UNIT SEC (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	175
		TRANSPORTER		
		TRANSPORTER LEAD		
21404	21604	UNIT SECRETARY (NE H SEIU 1199NW Northwest Service and Maintenance)	BU	170

### Professional Unit

<b>Job Code</b>	<b>Temp Hourly Job Code</b>	<b>Job Profile</b>	<b>Pay Table</b>	<b>Salary Range</b>
21302	21502	ANESTHESIA TECH (NE H SEIU 1199NW UWMC Northwest Professional)	BU	216
21899	21900	ANESTHESIA TECH LEAD (NE H SEIU 1199NW UWMC Northwest Professional)	BU	231
21406	21606	BEREAV/SPIRITUAL SVCS CRD (NE H SEIU 1199NW UWMC Northwest Professional)	BU	234
21304	21504	CARDIAC EP TECH (NE H SEIU 1199NW UWMC Northwest Professional)	BU	274
21305	21505	CARDIAC PERIPHERAL TECH (NE H SEIU 1199NW UWMC Northwest Professional)	BU	274
21408	21608	CARDIOVASCULAR TECH (NE H SEIU 1199NW UWMC Northwest Professional)	BU	274
21307	21507	CERTIFIED HAND THERAPIST (NE H SEIU 1199NW UWMC Northwest Professional)	BU	272
21321	21521	DIAGNOSITC MEDICAL SONOGRAPHER (NE H SEIU 1199NW UWMC Northwest Professional)	BH	57
21407	21607	DIAGNOSTIC MEDICAL SONOGRAPHER LEAD (NE H SEIU 1199NW UWMC Northwest Professional)	BH	68
21324	21524	DIETITIAN REG (NE H SEIU 1199NW UWMC Northwest Professional)	BD	52
21411	21611	ECHO AND VASCULAR TECH (NE H SEIU 1199NW UWMC Northwest Professional)	BH	55

<b>Job Code</b>	<b>Temp Hourly Job Code</b>	<b>Job Profile</b>	<b>Pay Table</b>	<b>Salary Range</b>
21326	21526	ECHOCARDIOGRAPHER (NE H SEIU 1199NW UWMC Northwest Professional)	BH	53
21325	21525	ECHOCARDIOGRAPHER LEAD (NE H SEIU 1199NW UWMC Northwest Professional)	BH	59
21433	21633	ELECTROCARDIOGRAPH TECHNICIAN 2 (NE H SEIU 1199NW UWMC Northwest Professional)	BU	200
21317	21517	IMAGING TECHNOLOGIST – COMPUTED TOMOGRAPHY	BH	46
21320	21520	IMAGING TECHNOLOGIST – LEAD (NE H SEIU 1199NW UWMC Northwest Professional)	BH	65
21405	21605	IMAGING TECHNOLOGIST – MAMMO (NE H SEIU 1199NW UWMC Northwest Professional)	BH	46
21369	21569	IMAGING TECHNOLOGIST – MAS RES IMAGING (NE H SEIU 1199NW UWMC Northwest Professional)	BH	58
21384	21584	IMAGING TECHNOLOGIST (NE H SEIU 1199NW UWMC Northwest Professional)	BH	37
21886	21887	IMAGINING TECHNOLOGIST – TRAINEE (NE H SEIU 1199NW UWMC Northwest Professional)	BH	13
21349	21549	INTERVENTIONAL TECH (NE H SEIU 1199NW UWMC Northwest Professional)	BH	55
21357	21557	LPN (NE H SEIU 1199NW UWMC Northwest Professional)	BU	202
21413	21613	LPN LD (NE H SEIU 1199NW UWMC Northwest Professional)	BU	213
21367	21567	MEDICAL TECHNOLOGST (NE H SEIU 1199NW UWMC Northwest Professional)	BU	263
21364	21564	MEDICAL LAB TECHNICIAN (NE H SEIU 1199NW UWMC Northwest Professional)	BU	207
21366	21566	MEDICAL TECH LEAD (NE H SEIU 1199NW UWMC Northwest Professional)	BU	247
21370	21570	NEUROPHYSIOLOGY TECHNLOGST (NE H SEIU 1199NW UWMC Northwest Professional)	BU	245



<b>Job Code</b>	<b>Temp Hourly Job Code</b>	<b>Job Profile</b>	<b>Pay Table</b>	<b>Salary Range</b>
21371	21571	NUCLEAR MEDICINE TECHNOLOGIST I (NE H SEIU 1199NW UWMC Northwest Professional)	BH	57
21372	21572	OCCUPATIONAL THERAPIST (NE H SEIU 1199NW UWMC Northwest Professional)	BU	257
21298	21498	OPERATING ROOM TECH CERT (NE H SEIU 1199NW UWMC Northwest Professional)	BU	209
21375	21675	OSC RESOURCE COORDINATOR (NE H SEIU 1199NW UWMC Northwest Professional)	BU	217
21430	21630	PEDORTHIST (NE H SEIU 1199NW UWMC Northwest Professional)	BU	227
21377	21577	PHARMACIST (NE H SEIU 1199NW UWMC Northwest Professional)	BU	310
21378	21578	PHARMACY PURCHASING TECH (NE H SEIU 1199NW UWMC Northwest Professional)	BD	22
21379	21579	PHARMACY TECHNICIAN (NE H SEIU 1199NW UWMC Northwest Professional)	BD	12
21380	21580	PHARMACY TECHNICIAN LEAD (NE H SEIU 1199NW UWMC Northwest Professional)	BD	22
21381	21581	PHYS THERAPY ASST (NE H SEIU 1199NW UWMC Northwest Professional)	BU	214
21382	21582	PHYSICAL THERAPIST (NE H SEIU 1199NW UWMC Northwest Professional)	BU	178
21386	21586	RADIOLOGY TECH LEAD (NE H SEIU 1199NW UWMC Northwest Professional)	BH	45
21388	21588	RESPIRATORY THERPST REG ((NE H SEIU 1199NW UWMC Northwest Professional)	BU	247
21400	21600	SOCIAL WORKER, SENIOR (NE H SEIU 1199NW UWMC Northwest Professional)	BD	53
21416	21616	SPEC MAMMO & BRST US TECH (NE H SEIU 1199NW UWMC Northwest Professional)	BD	52
21392	21592	SPEC MAMMOGRAPHY TECH (NE H SEIU 1199NW UWMC Northwest Professional)	BH	47

Job Code	Temp Hourly Job Code	Job Profile	Pay Table	Salary Range
21393	21593	SPEECH PATHOLOGIST (NE H SEIU 1199NW UWMC Northwest Professional)	BU	253
21395	21595	SR ANESTHESIA TECH (NE H SEIU 1199NW UWMC Northwest Professional)	BU	216
21401	21601	SURG SVCS RESOURCE TECH (NE H SEIU 1199NW UWMC Northwest Professional)	BU	215
21403	21603	THER RECR SPLST CERT (NE H SEIU 1199NW UWMC Northwest Professional)	BU	227
		VASCULAR TECH		

## Appendix B – Pay Tables

- [Pay Table BD](#)
- [Pay Table BH](#)
- [Pay Table BU](#)
- [Pay Table BY](#)

## Appendix C – 9-Hour Work Schedule

1. A “9 hour” work schedule shall refer to any employee who has voluntarily signed a 9 hour innovative schedule agreement and is regularly scheduled to work one (1) or more nine (9) hour shifts per week.
2. 9 hour employees required to work on a holiday shall be paid one and one-half (1 1/2) times the regular rate of pay.
3. 9 hour employees shall accumulate vacation and sick leave based upon FTE. Sick leave benefits shall accumulate from date of hire. For purposes of sick leave and vacation, nine (9) hours constitutes one (1) work day.
4. 9 hour employees working four (4) or more hours between the hours of 15:00 and 23:00 for hospital employees and 17:00 and 23:00 for clinics employees on the evening shift shall be paid evening shift differential for those hours worked on the second shift. Employees assigned to work four (4) or more hours between the hours of 23:00 and 7:00 on the night shift shall be paid a night shift differential for those hours worked on the third shift.
5. 9 hour employees shall be paid overtime compensation in accordance with Section 7.5 of the Employment Agreement for all time worked beyond nine (9) consecutive hours per day or any hours worked beyond forty (40) hours in the designated seven (7) day period.

6. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between shifts. The section shall not apply to standby and callback assignments performed pursuant to Article 9.
7. The Employer retains the right to discontinue this innovative schedule and to revert back to a normal eight (8) hour per day schedule after at least forty-five (45) days' advance notice to the employee. 9 hour employees who would like to discontinue working an established nine (9) hour work schedule and whose performance has been satisfactory shall be guaranteed the first available eight (8) hour position for which the employee is qualified, provided that a more senior, qualified employee has not requested the position.
8. The 9 hour staffing pattern may be utilized within the hospital with the consent of the individual employee and unit manager affected.
9. Provisions of the Employment Agreement inconsistent with the foregoing are hereby superseded with respect to employees working the 9 hour work schedule. All other benefits and provisions not inconsistent with the foregoing shall apply to 9 hour employees.

## **Appendix D – 10-Hour Work Schedule**

1. A "10 hour" work schedule shall refer to any employee who has voluntarily signed a 10 hour innovative schedule agreement and is regularly scheduled to work one (1) or more ten (10) hours shifts per week.
2. 10 hour employees required to work on a holiday shall be paid one and one-half (1-1/2) times the regular rate of pay.
3. 10 hour employees shall accumulate vacation and sick leave based upon FTE. Sick leave benefits shall accumulate from date of hire. For purposes of sick leave and vacation, ten (10) hours constitutes one (1) work day.
4. 10 hour employees working four (4) or more hours between the hours of 15:00 and 23:00 for hospital employees and 17:00 and 23:00 for clinics employees on the evening shift shall be paid evening shift differential for those hours worked on the second shift. Employees assigned to work four (4) or more hours between the hours of 23:00 and 7:00 on the night shift shall be paid a night shift differential for those hours worked on the third shift.
5. 10 hour employees shall be paid overtime compensation in accordance with Section 7.5 of the Employment Agreement for all time worked beyond ten (10) consecutive hours per day or any hours worked beyond forty (40) hours in the designated seven (7) day period.
6. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between shifts. The section shall not apply to standby and callback assignments performed pursuant to Article 9.

7. The Employer retains the right to discontinue this innovative schedule and to revert back to a normal eight (8) hour per day schedule after at least forty-five (45) days' advance notice to the employee. 10 hour employees who would like to discontinue working an established ten (10) hour work schedule and whose performance has been satisfactory shall be guaranteed the first available eight (8) hour position for which the employee is qualified, provided that a more senior, qualified employee has not requested the position.
8. The 10 hour staffing pattern may be utilized within the hospital with the consent of the individual employee and unit manager affected.
9. Provisions of the Employment Agreement inconsistent with the foregoing are hereby superseded with respect to employees working the 10 hour work schedule. All other benefits and provisions not inconsistent with the foregoing shall apply to 10 hour employees.

## **Appendix E – 12-Hour Work Schedule**

1. A "12 hour" work schedule shall refer to any employee who has voluntarily signed a 12 hour innovative schedule agreement and is regularly scheduled to work one (1) or more twelve (12) hour shifts per week.
2. 12 hour shift employees required to work on a holiday shall be paid one and one-half (1-1/2) times the regular rate of pay.
3. 12 hour employees shall accumulate vacation and sick leave based upon FTE. Sick leave benefits shall accumulate from date of hire. For purposes of sick leave and vacation, twelve (12) hours constitutes one (1) work day.
4. 12 hour employees working four (4) or more hours between the hours of 15:00 and 23:00 for hospital employees and 17:00 and 23:00 for clinics employees on the evening shift shall be paid evening shift differential for those hours worked on the second shift. Employees assigned to work four (4) or more hours between the hours of 23:00 and 7:00 on the night shift shall be paid a night shift differential for those hours worked on the third shift.
5. 12 hour employees shall be paid overtime compensation in accordance with Section 7.5 of the Employment Agreement for all time worked beyond twelve (12) consecutive hours per day or any hours worked beyond forty (40) hours in the designated seven (7) day period.
6. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between shifts. The section shall not apply to standby and callback assignments performed pursuant to Article 9.
7. The Employer retains the right to discontinue this innovative schedule and to revert back to a normal eight (8) hour per day schedule after at least forty-five (45) days' advance notice to the employee. 12 hour employees who would like to discontinue

working an established twelve (12) hour work schedule and whose performance has been satisfactory shall be guaranteed the first available eight (8) hour position for which the employee is qualified, provided that a more senior, qualified employee has not requested the position.

8. The 12 hour staffing pattern may be utilized within the hospital with the consent of the individual employee and unit manager affected.
9. Provisions of the Employment Agreement inconsistent with the foregoing are hereby superseded with respect to employees working the 12 hour work schedule. All other benefits and provisions not inconsistent with the foregoing shall apply to 12 hour employees.

## **Appendix F – Less Than 8-Hour Work Schedule**

1. A “less than 8 hour” work schedule shall refer to any employee who has voluntarily signed an innovative schedule agreement and is regularly scheduled to work one (1) or more shifts of less than eight (8) hour shifts per day.
2. Less than 8 hour shift employees required to work on a holiday shall be paid one and one-half (1-1/2) times the regular rate of pay.
3. Less than 8 hour shift employees shall accumulate vacation and sick leave based upon hours worked. Sick leave benefits shall accumulate from date of hire. For purposes of sick leave and vacation, the employee’s regular day schedule constitutes one (1) work day.
4. Less than 8 hour shift employees working four (4) or more hours between the hours of 15:00 and 23:00 for hospital employees and 17:00 and 23:00 for clinics employees on the evening shift shall be paid evening shift differential for those hours worked on the second shift. Employees assigned to work four (4) or more hours between the hours of 23:00 and 7:00 on the night shift shall be paid a night shift differential for those hours worked on the third shift.
5. Less than 8 hour shift employees shall be paid overtime compensation in accordance with Section 7.5 of the Employment Agreement for all time worked beyond eight (8) consecutive hours per day or any hours worked beyond eighty (80) hours in the designated fourteen (14) day period.
6. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least twelve (12) hours off duty between shifts. The section shall not apply to standby and callback assignments performed pursuant to Article 9.
7. The Employer retains the right to discontinue this innovative schedule and to revert back to a normal eight (8) hour per day schedule after at least forty-five (45) days’ advance notice to the employee. Less than 8 hour shift employees who would like to discontinue working their established work schedule and whose performance has been satisfactory shall be guaranteed the first available eight (8) hour position for which the

employee is qualified, provided that a more senior, qualified employee has not requested the position.

8. The less than 8 hour staffing pattern may be utilized within the hospital with the consent of the individual employee and unit manager affected.
9. Provisions of the Employment Agreement inconsistent with the foregoing are hereby superseded with respect to employees working less than 8 hour work schedule. All other benefits and provisions not inconsistent with the foregoing shall apply to less than 8 hour employees.

## **Appendix G – Job Series**

### Nursing Departments

Same job titles are eligible to bump into same job titles, job class position with lesser skill set required, providing skill, competence and ability are considered substantially equal in the opinion of the Employer, CNA, Unit Secretary, Techs (including ER Techs) Administrative Assistants, Secretary

### Medical Records

Job classes that have one bump ability, all within the Department:

Coder Analyst, Med Tech (ART) Med Records I and II

### Admitting/Admit ER

Job classes that have one bump ability, all within the Department:

Admit Rep, Admit Lead, Financial Counselor, Dep. Assistant II, Sr. Admit Rep., Outpatient Reg. Rep.

### Laboratory/Outreach Phlebotomy

Job classes that have one bump ability, all within the Department:

Lab Assistant II and III, Purchasing Coordinator, Transcriber, Medical; Department Assistant I and II, Lab Assistant Lead, Client Services Rep I, Courier, Lab Billing Rep/Project Assistant, Department Assistant Lead.

### Administrative Assistants (All Departments, except Nursing)

Single job class, across departments.

Other departments under this Agreement.

Lay off “bump” allowable only within job classifications in the following listed Departments:

Grounds	Plant Ops
Northwest Outpatient Imaging	Diagnostic Imaging
Food and Nutrition	Switchboard
Environmental Services	EEG
Daycare	EKG
GS/Endoscopy/OR Ancillary Support/OR/CBC	Materials Management/Purchasing
Seattle Breast Center	Parking

## Memoranda of Understanding and Side Letters

### Memoranda of Understanding Between The Service Employees International Union (SEIU) 1199NW and the University of Washington

#### MOU – Anesthesia Tech Consolidation and Recruitment and Retention Increases

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following regarding consolidation and recruitment and retention increases for the Anesthesia Tech classification series:

Effective no more than forty-five (45) days following ratification and on the first available pay period as determined by the Employer.

- I. The job classifications Anesthesia Tech (Job Code 21302 and 21502) and Sr Anesthesia Tech (Job Code 21395 and 21595) will be consolidated into one classification titled Sr Anesthesia Tech (Job Code 21395 and 21595). Sr Anesthesia Tech will move from Range 204 to Range 216 of Pay Table BU.
- II. The job classification Sr. Anesthesia Tech Lead (Job Code 21899 and 21900) will move from Range 213 to Range 227 of Pay Table BU.
- III. All regular employees will be placed on their corresponding range at a step that provides at least 5% increase, not to exceed top step.
- IV. Temporary hourly employees must be paid within range minimum and range maximum. If a temporary hourly employee’s current rate falls below the new range minimum, their hourly rate will be increased to range minimum.
- V. Employee progression start dates (PSDs) will not be impacted by the placement on the new range.

This MOU will expire upon implementation.

## **MOU – Article 7.8**

This Memoranda of Understanding is by and between the University of Washington (“Employer” or “University”) and Service Employees International Union District 1199 NW (“Union”).

### Article 7.8.

Weekend only positions may be posted for every Saturday and Sunday.

Any position which will include weekdays will be posted with at least every other weekend off as per Article 7.8

This Agreement shall not affect any current positions.

## **MOU – Article 19 Subcontracting**

This Memoranda of Understanding is by and between the University of Washington (“Employer” or “University”) and Service Employees International Union District 1199 NW (“Union”).

1. Article 19- Subcontracting, Sale or Transfer. Regarding Article 19.2.6, the Union will not seek a remedy from UW Medicine/Northwest Hospital & Medical Center in the event a buyer or transferee under Article 19.2 causes a breach of Article 19.2.6. The Union will seek its remedies against the new employer in that regard.
2. The Union may post materials on the public bulletin board outside of the cafeteria after obtaining approval from the HR Director or designee. The parties share the intent of maintaining orderly department break rooms and staff lounges.

## **MOU – Apprenticeship Program**

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following regarding the Apprenticeship Program:

The Employer agrees to use the Healthcare Apprenticeship Consortium administered by the SEIU Healthcare 1199NW Multiemployer Training Fund for one (1) Medical Assistant (MA) cohort at UWMC-Northwest/Clinics during the next two (2) years. The parties agree that the Mentor/Coach Premium Rate for the program will be \$1.50/hour. Sixty (60) days advanced notice will be provided to the Union to negotiate the remainder of the terms of the apprenticeship.

The parties may mutually agree to add additional MA cohorts and/or extend the apprenticeship program to other job classifications.

If the Employer decides to utilize an apprenticeship program that is not administered by the



SEIU Healthcare 1199NW Multi-Employer Training Fund for a classification other than MA and that classification is represented by the Union, the Employer will notify the Union of its decision as soon as possible. After notification, the Union will have thirty (30) days to bargain the impacts of that decision.

This MOU expires on June 30, 2023.

### **MOU – Cardiac Peripheral Tech and Cardiovascular Tech Consolidation**

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following regarding Cardiac Peripheral Tech and Cardiovascular Tech Consolidation:

Effective no more than forty-five (45) days following ratification and on the first available pay period as determined by the Employer.

- I. The job classifications Cardiac Peripheral Tech (Job Code 21305 and 21505) and Cardiovascular Tech (Job Code 21408 and 21608) will be consolidated into one classification titled Cardiac Peripheral Tech (Job Code 21305 and 21505).
- II. All regular employees in the Cardiovascular Tech classification will be placed on Pay Table BU, Range 274 at a step that provides at least 3% increase, not to exceed top step.
- III. Temporary hourly employees must be paid within range minimum and range maximum. If a temporary hourly employee's current rate falls below the new range minimum, their hourly rate will be increased to range minimum.
- IV. Employee progression start dates (PSDs) will not be impacted by the placement on the new range.

This MOU will expire upon implementation.

### **MOU – Certified Nursing Assistant and Recruitment and Retention Increases**

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following regarding recruitment and retention increases for the Certified Nursing Assistant classification:

Effective no more than forty-five (45) days following ratification and on the first available pay period as determined by the Employer:

- I. The job classification Certified Nursing Assistant (Job Codes 21299 and 21499) on Pay Table BU at Pay Range 162 will be moved to Pay Table BU at Pay Range 166.
- II. All regular employees will be placed on the new pay range at their current step.
- III. Temporary hourly employees must be paid within range minimum and range maximum. If a temporary hourly employee's current rate falls below the new range minimum, their hourly rate will be increased to range minimum.

IV. Employee progression start dates (PSDs) will not be impacted by placement on the new range.

This MOU will expire upon implementation.

### **MOU – Dietitian, Pharmacy Technicians, and Social Worker Recruitment and Retention Increases**

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following one-time pay table alignments:

- I. A new pay table will be created that is identical to SEIU 1199NW HMC Healthcare Pay Table BC as of 1/1/2021, referred to as Pay Table BUBC for purposes of this MOU.
- II. Effective no later than ninety (90) days following ratification and on the first available pay period as determined by the Employer, the classifications listed below will receive the following range increases for recruitment and retention purposes.

Job Code (reg)	Job Code (temp)	Job Title	FROM		TO	
			Table	Range	Table	Range
21324	21524	DIETITIAN REG	BU	233	BUBC	52
21379	21579	PHARMACY TECHNICIAN	BU	201	BUBC	12
21378	21578	PHARMACY PURCHASING TECH	BU	199	BUBC	22
21380	21580	PHARMACY TECHNICIAN LEAD	BU	203	BUBC	22
21400	21600	SOCIAL WORKER, SENIOR	BU	241	BUBC	53

- III. All regular employees in the Dietitian Reg classification will be placed on the corresponding range of Pay Table BUBC at a step that provides at least a two percent (2%) increase not to exceed the top step.
- IV. All regular employees in the Pharmacy Technician, Pharmacy Purchasing Tech, and Pharmacy Technician Lead classifications will be placed on the corresponding range of Pay Table BUBC at a step that provides at least a five percent (5%) increase, not to exceed top step.
- V. Consolidation of Social Worker titles: All employees in the Geropsych Senior Social Worker classification (Job Code 21336 and 21536) will be moved to the Social Worker, Senior classification (Job Codes 21400 and 21600).
- VI. All regular employees in the Social Worker, Senior classification will be placed on the corresponding range of Pay Table BUBC provides at least a two percent (2%) increase not to exceed the top step.
- VII. Temporary hourly employees must be paid within range minimum and range maximum. If a temporary hourly employee's current rate falls below the new range

minimum, their hourly rate will be increased to range minimum.

VIII. Employee progression start dates (PSDs) will not be impacted by the placement on the new range.

This MOU will expire upon implementation.

## **MOU – Election Agreement**

The Parties, SEIU Healthcare 1199NW (“Union”) and the University of Washington (“University” or “Employer”) enter into the following Election Procedure Agreement (EPA) for employees working for UWMC Northwest.

### 1. Neutrality

The Employer (including its administrators, supervisors, agents or other representatives) will remain neutral and will not oppose attempts by employees to organize or select a collective bargaining representative and will not take any action or make any statement that directly or indirectly states or implies any opposition by the Employer to the selection by the employees of a collective bargaining representative. The Employer will provide information to employees when requested by an employee regarding their rights under federal law, may respond to factual inaccuracies should that occur, and answer any other related employee questions without offering an opinion for or against union representation.

### 2. Notice

The Union shall provide to the Employer in writing a “Notice of Intent” in order to commence organizing. The notice shall identify the non-represented classification or bargaining unit of the employees that the Union is seeking to represent.

### 3. Notice List

Within five (5) business days (Monday through Friday, excluding holidays) of receipt by the Employer of the Union’s Notice of Intent, the Employer shall provide the Union with an Employee List for the requested employees, in electronic format. The list shall contain for each employee, name, job title/department, shift (where applicable), facility, home address, home telephone number, and hours worked per pay period for the previous four pay periods.

### 4. PERC Election

If the Union files a petition with the PERC for an election and the petition is supported by a showing of interest of 30 percent as required by the PERC for the filing of a valid petition, the Employer shall agree to an expedited union election process to be conducted within fifteen (15) calendar days by entering into a PERC election agreement. The petitioned-for unit will be a stand-alone bargaining unit unless otherwise agreed to by the parties. The Employer agrees to submit an Excelsior list to the PERC, and to mutually agree with the Union for a date, time and place(s) for the

election (or, by mutual agreement, to utilize a mail ballot election), within two (2) business days of the election agreement being filed.

#### 5. Post-Election

Following the election, if the parties agree to allow inclusion into an existing bargaining unit, and if a majority of the employees voting elect to be included in an existing collective bargaining unit, the parties will promptly meet to bargain any outstanding issues and determine how best to incorporate the employees into an existing bargaining agreement.

Also, following the election, if the parties agree to allow inclusion into an existing bargaining unit, and if a majority of the employees voting elect to be covered by an existing collective bargaining agreement, these employees shall be included in the bargaining unit and shall become and remain members of the Union consistent with the parties' historical practice on membership.

#### 6. Access

Within twenty-four hours of the management communication, the Employer will provide the Union with access to non-work areas (as consistent with existing practice) for the purpose of communicating with employees on non-work time. Organizers will conduct themselves in a manner that respects employees' rights and in no way interferes with patient care delivery or services.

In accordance with University policy, the Union may use designated meeting rooms of the Employer for meetings, providing sufficient advance request of the facility is made through the Human Resources Department in accordance with University policies and procedures and space is available.

#### 7. Arbitration

If the parties are unable to resolve a dispute arising under the terms of this EPA, either party may submit the unresolved dispute about compliance with or construction of this EPA for final and binding resolution by a mutually agreed permanent arbitrator selected for deciding any dispute under the EPA. The Arbitrator shall have discretion to establish procedures for the resolution of such disputes that may include submission of evidence by the parties, and is authorized to develop and order remedies. All such disputes shall be resolved within fourteen days of submission of the issue, unless the issue concerns an alleged violation pertaining to conduct raised before the election, in which case the Arbitrator shall rule within twenty-four hours of the submission of the issue to the Arbitrator. The parties waive any and all rights they might otherwise have to appeal or in any way contest the decision of the Arbitrator.

#### 8. Costs Associated with Arbitration

Each party shall bear one-half of the fee of the arbitrator. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of the party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the

expenses of witnesses called by the other party.

## **MOU – Voluntary Float Between UWMC-NW and Montlake Campuses for Bargaining Units Represented by SEIU 1199, SEIU 925, and WFSE**

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following:

When there is low patient volume in a specific unit or department, and there is another unit or department in need, management may float staff between UWMC-NW and UWMC-Montlake if the employee agrees to float.

Employees who agree to float between UWMC-NW and UWMC-Montlake will receive adequate orientation. Appropriate resources will be available as follows:

- a. Introduction to the appropriate unit leader for the shift;
- b. Review of emergency procedures for that unit;
- c. Tour of the physical environment and location of supplies and equipment;
- d. Review of the patient assignment and unit routine.

Employees shall not be required to perform new procedures without proper supervision.

Employees shall seek supervisory guidance for those tasks or procedures for which they have not been trained. Employees who encounter difficulties related to floating should report these to the appropriate unit leader. There will be no adverse consequences for an employee filing a concern. The home department/unit leader (or designee) will seek volunteers among the employees to float. Employees who volunteer to float will receive an assignment taking into account the employee's training and experience.

Employees will not float more than once per shift.

If an employee agrees to float to an entity other than the employee's home entity, the employee will receive a four dollar (\$4.00) per hour premium for all hours worked outside the employee's home entity. This premium will apply to employees already receiving a premium for being in the float team but cannot otherwise be stacked with any other float premiums.

Employees will be reimbursed for travel, mileage, and parking at the second site per university policy, and will be provided with the appropriate forms and instructions that will allow them to submit the forms for reimbursement.

The employee's "Home Entity" Collective Bargaining Agreement applies while floating to other facilities.

Employees will receive appropriate and timely training on the equipment, practices, and work area orientation at the non-home location to which they are floated.

### **MOU – Ground Rules for the 2023-2025 Agreement**

Regarding negotiations for the 2023-2025 successor agreement only:

- A. The parties will exchange at least ten (10) available dates for bargaining by January 15, 2023. The parties will begin bargaining by March 30, 2023.
- B. The Employer will provide paid release time for up to fifteen (15) Union designated bargaining team members, for up to eight (8) hours per session.
- C. The Union will provide the names and hours of the designated negotiating team members on paid release time to the employer prior to the end of each bargaining session.
- D. The Union will provide the names of all designated negotiating team members to the Office of Labor Relations at least three weeks prior to the beginning of negotiations.
- E. The employer will notify managers of the names of the members to be released for bargaining.
- F. All employees wishing to participate in bargaining must request time off in accordance with normal leave policies. Release time (paid time for hours that the Employee would have been at work) is contingent on approval by the employee's manager or designee and shall not be considered as work hours for purposes of payment of overtime.
- G. All representatives for both Parties (Employer and Union) in attendance at each session will sign a Sign-In Sheet prepared by the Employer. Both Parties will be provided a copy of the Sign-In Sheet.
- H. Days of negotiations will be established by mutual agreement. The parties will provide as much notice as possible of the need to cancel or reschedule a negotiation session.
- I. All proposals and counter proposals will be sent electronically within a reasonable amount of time. The proposals will be typed, with track changes and line numbers, based upon the current contract language, so that the changes between the former and the latter proposal will be evident.
- J. There will be no recording devices at the bargaining sessions. Each side is responsible for keeping its own notes.
- K. Bargaining sessions will be closed to the press and the public unless mutually agreed otherwise.
- L. When sidebars are called by the parties, bargaining team members will attend the sidebar to report the discussion to other team members.
- M. Healthcare Coalition Bargaining- The Employer will provide paid release time for two (2) bargaining team members to attend Statewide Healthcare Coalition Bargaining.

### **MOU – Housekeeper I and Housekeeper II Consolidation**

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following regarding Housekeeper I and Housekeeper II Consolidation:

Effective no more than forty-five (45) days following ratification and on the first available pay period as determined by the Employer.

- I. The job classifications Housekeeper I (Job Code 21342 and 21542) and Housekeeper II (Job Code 21343 and 21543) will be consolidated into one classification titled Custodian (Job Code 21343 and 21543).
- II. The job classification Housekeeper Lead will be renamed as Custodian Lead (Job Code 21344 and 21544).
- III. All regular employees in the Housekeeper 1 classification will be placed on Pay Table BU, Pay Range 156 at a step that provides at least 3% increase, not to exceed top step.
- IV. Temporary hourly employees must be paid within range minimum and range maximum. If a temporary hourly employee's current rate falls below the new range minimum, their hourly rate will be increased to range minimum.
- V. All employees in the Housekeeper II classification prior to the consolidation described in Section I will receive an additional step on the pay range upon implementation of the consolidation.
- VI. Employee progression start dates (PSDs) will not be impacted by the placement on the new range.

This MOU will expire upon implementation.

### **MOU – Instrument Tech Recruitment and Retention Increases**

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following regarding recruitment and retention increases for the Instrument Tech classification series:

Effective no more than forty-five (45) days following ratification and on the first available pay period as determined by the Employer.

- I. The job classification Instrument Tech (Job Code 21347 and 21547) on Pay Table BU at Pay Range 175 will be moved to Pay Table BU at Pay Range 183, which is at least five percent (5%) higher than their current pay range.
- II. The job classification Instrument Tech Lead (Job Code 21348 and 21548) on Pay Table BU at Pay Range 185 will be moved to Pay Table BU at Pay Range 194, which is at least five percent (5%) higher than their current pay range.
- III. Temporary hourly employees must be paid within range minimum and range maximum. If a temporary hourly employee's current rate falls below the new range minimum, their hourly rate will be increased to range minimum.

- IV. All regular employees will be placed on the new pay range at their current step.
- V. Employee progression start dates (PSDs) will not be impacted by placement on the new range.

This MOU will expire upon implementation.

### **MOU: Intermittent, Nonpermanent, and Represented Temporary employees**

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

#### A. Transition of employees:

1. On August 1, 2022, the Employer will move all existing Represented Temporary employees to new Intermittent, Nonpermanent Fixed Duration, or Nonpermanent Hourly positions.
2. All employees placed in the new appointment types will be placed on a step within the range for the classified title that is closest too but not less than their current rate of pay.
3. The employee's company service date, position entry date, progression start date and time off service date will be set as August 1, 2022. Where applicable, there will be no change to the employee's end date.

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

### **MOU – JLMs**

This Memoranda of Understanding is by and between the University of Washington ("Employer" or "University") and Service Employees International Union District 1199 NW ("Union").

The parties agree there shall be one Labor/Management Committee for both bargaining units. The Union shall have up to eight (8) representatives. Management shall have up to eight (8) representations.

### **MOU – Lump Sum Payment**

During negotiations for the 2021-2023 successor agreement, the parties reached agreement on the following lump sum payments effective sixty (60) days after ratification and on the first available pay period as determined by the Employer:

- I. Employees with an active permanent appointment and in pay status shall receive a single one (1)-time lump sum payment of one thousand dollars (\$1000) to each



employee with a .6 FTE and above.

- II. Employees with an active permanent appointment and in pay status shall receive a single one (1)-time lump sum payment of six hundred dollars (\$600) to each employee with below a .6 FTE.
- III. Temporary employees who are in the bargaining unit and in pay status as described in Section IV shall receive a single one (1) time lump sum payment of three hundred dollars (\$300).
- IV. In order to be eligible for the lump sum payment, employees must be in pay status during the pay period in which the lump sum payment is distributed. For example, if the lump sum is paid on 10<sup>th</sup> of the month, the employee must be in paid status for any portion of time between the 16<sup>th</sup> to the end of the previous month. If the lump sum is paid on 25<sup>th</sup> of the month, the employee must be in paid status for any portion of time between the 1<sup>st</sup> and the 15<sup>th</sup> of the month.

This MOU will expire upon implementation.

### **MOU – Medical Assistant Recruitment and Retention Increases**

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following regarding recruitment and retention increases for the Medical Assistant classification series:

- I. A new pay table will be created that has identical automatic steps to SEIU 925 Healthcare Pay Table B7BX as of 1/1/2021, referred to as Pay Table BUB7 for purposes of this MOU. Pay Table BUB7 will not have CEGP steps.
- II. Effective no later than ninety (90) days following ratification and on the first available pay period as determined by the Employer, the classifications listed below will receive the following range increases for recruitment and retention purposes.

JC	Job	FROM		TO	
		Table	Range	Table	Range
21363 21563	MA-Reg	BU	170	BUB7	36
21308 21508	MA-Cert	BU	176	BUB7	42
21415 21615	MA Lead	BU	192	BUB7	50

- III. All regular employees, except those with start dates after 9/23/2021, will be placed on the new range at their current step. Regular employees who are currently on Step S to Z will be placed on Top Step R of the new range.

- IV. All regular employees with start dates after 9/23/2021, will be placed on the new range on a step that is closest but not less than the value of their current step.
- V. The job classification Medical Assistant – Apprentice (JC 21437, 21637) will move from Pay Table BU, Range 115 to Pay Table BU, Range 125. All regular employees in the Medical Assistant – Apprentice classification will be placed on the new range at their current step.
- VI. Temporary hourly employees must be paid within range minimum and range maximum. If a temporary hourly employee's current rate falls below the new range minimum, their hourly rate will be increased to range minimum.
- VII. Employee progression start dates (PSDs) will not be impacted by placement on the new range.

This MOU will expire upon implementation.

### **MOU – Non-monetary Steps**

During negotiations for the 2021-2023 successor agreement, the parties reached agreement on the following regarding Non-Monetary Steps:

Effective on the first available pay period following ratification as determined by the Employer, the Employer will eliminate all non-monetary steps for all pay ranges on pay table BU. The Employer will eliminate the non-monetary steps in this table by increasing each step after Step K by 2% and maintaining the value of the top step as illustrated in Attachment A. The new top step will be Step S.

The Employer will remove non-monetary steps for any additional pay table that may exist which are applicable to this collective bargaining agreement.

### **MOU – Operating Room Tech Cert Cluster Market Based Increases**

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following regarding market based increases for the Operating Room Tech Cert cluster:

Effective no more than forty-five (45) days following ratification and on the first available pay period as determined by the Employer.

- I. The job classification Operating Room Tech Cert (Job Code 21298 and 21498) on Pay Table BU at Pay Range 204 will be moved to Pay Table BU at Pay Range 209.
- II. The job classification Surgical Services Resource Tech (Job Code 21401 and 21601) on Pay Table BU at Pay Range 210 will be moved to Pay Table BU at Pay Range 215.
- III. The job classification OSC Resource Coordinator (Job Code 21375 and 21575) is paid on Pay Table BU at Pay Range 216. Pay Table BU, Pay Range 216 will be increased by 4%.
- IV. All regular employees will be placed on the new pay range at their current step.
- V. Temporary hourly employees must be paid within range minimum and range

maximum. If a temporary hourly employee's current rate falls below the new range minimum, their hourly rate will be increased to range minimum.

VI. Employee progression start dates (PSDs) will not be impacted by placement on the new range.

This MOU will expire upon implementation.

### **MOU – Pre-scheduled Voluntary Double-time Shift Incentive for Critical Staffing Needs**

During negotiations for the 2021-2023 successor agreement, the parties reached agreement on the following regarding Pre-Scheduled Voluntary Double-Time.

After the initial scheduled bid is incorporated and posted, and the employer has sent out notice for staff, including Per Diems, the Employer may offer pre-scheduled voluntary double-time shifts for any classification. The determination of critical staffing needs and the double-time shift incentive is at the sole discretion of the Employer.

The shifts shall be compensated at the rate of two times (2X) the regular rate of pay for all hours worked. Pre-scheduled double-time shifts will be considered Extra Shifts and will not be guaranteed, but once scheduled are expected to be worked unless it is determined that they are not needed. Staff members calling in sick on voluntary double-time shifts will not receive sick pay.

All staff, once scheduled, are expected to honor the commitment, with the exception of illness or serious emergency. Notification of absence is required at least two (2) hours before the beginning of all shifts.

Failure by the Employer to notify or attempt to notify staff of cancellation at least two (2) hours in advance of the shift will result in the employee being assigned to a unit for two (2) hours.

Within sixty (60) days of ratification, the JLM will develop guidelines for determining which shifts are critical and can be offered at double time. During the sixty (60) days, once the schedule is posted if there is more than one open shift per job classification the extra open shift(s) will be offered at double time.

### **MOU – Professional Technical Range Increases**

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following one-time pay table alignments:

- I. A new pay table will be created that is identical to SEIU 1199NW HMC Healthcare Pay Table BE as of 1/1/2021, referred to as Pay Table BUBE for purposes of this MOU.
- II. Effective no later than ninety (90) days following ratification and on the first available

pay period as determined by the Employer, the classifications listed below will receive the following range increases for recruitment and retention and/or market-based purposes. Market based adjustments are noted with an asterisk by the job title name.

Job Code (reg)	Job Code (temp)	Job Title	FROM		TO	
			Table	Range	Table	Range
21321	21521	DIAGNOSTIC MEDICAL SONOGRAPHER	BU	265	BUBE	57
21407	21607	DIAGNOSTIC MEDICAL SONOGRAPHER LEAD	BU	273	BUBE	68
21325	21525	ECHO AND VASC TECH LEAD	BU	267	BUBE	59
21411	21611	ECHO AND VASCULAR TECH	BU	264	BUBE	55
21326	21526	ECHOCARDIOGRAPHER	BU	260	BUBE	53
21384	21584	IMAGING TECHNOLOGIST	BU	232	BUBE	37
21886	21887	IMAGING TECHNOLOGIST TRAINEE	BU	199	BUBE	13
21349	21549	INTERVENTIONAL TECH	BU	265	BUBE	55
21317	21517	IMAGING TECHNOLOGIST-COMP TOMO	BU	252	BUBE	46
21320	21520	IMAGING TECHNOLOGIST-LEAD	BU	275	BUBE	65
21369	21569	IMAGING TECHNOLOGIST-MAG RES IMAGING*	BU	285	BUBE	58
21405	21605	IMAGING TECHNOLOGIST-MAMMO*	BU	250	BUBE	46
21416	21616	SPEC MAMMO & BRST US TECH*	BU	271	BUBE	52
21392	21592	SPEC MAMMOGRAPHY TECH*	BU	262	BUBE	47
21371	21571	NUCLEAR MED TECHNOLOGIST 1*	BU	270	BUBE	57
21386	21586	RADIOLOGY TECH LEAD	BU	243	BUBE	45

- III. All regular employees in the Imaging Technologist – Mammo, Spec Mammo & Brst US Tech, and Spec Mammography Tech classifications will be placed on the corresponding range of Pay Table BUBE at a step that provides at least 8% increase, not to exceed top step.
- IV. All regular employees in the Nuclear Med Technologist 1 classification will be placed on the new range of Pay Table BUBE at a step that provides at least 3% increase, not to exceed top step.
- V. All regular employees in the classifications not covered in III or IV will be placed on the corresponding range of Pay Table BUBE at a step that provides at least 5% increase,

not to exceed top step.

- VI. Temporary hourly employees must be paid within range minimum and range maximum. If a temporary hourly employee's current rate falls below the new range minimum, their hourly rate will be increased to range minimum.
- VII. Employee progression start dates (PSDs) will not be impacted by the placement on the new range.

This MOU will expire upon implementation.

### **MOU – Respiratory Therapists Recruitment and Retention Increases**

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following regarding recruitment and retention increases for the Respiratory Therapist Reg classification:

Effective no more than forty-five (45) days following ratification and on the first available pay period as determined by the Employer.

- I. The job classification Respiratory Therapist Reg (Job Code 21388 and 21588) on Pay Table BU at Pay Range 237 will be moved to Pay Table BU at Pay Range 247.
- II. Temporary hourly employees must be paid within range minimum and range maximum. If a temporary hourly employee's current rate falls below the new range minimum, their hourly rate will be increased to range minimum.
- III. All regular employees will be placed on the new pay range at a step that represents a minimum of a 5% increase, not to exceed top step.
- IV. Employee progression start dates (PSDs) will not be impacted by placement on the new range.

This MOU will expire upon implementation.

### **MOU – Retention Incentive Program**

During negotiations for the 2021-2023 successor agreement, the parties reached agreement on the following Retention Incentive Program.

The following will be effective within 60 days of ratification:

- A. The Employer will offer all regular Respiratory Therapist Reg (job code 21388) classifications a five thousand dollar (\$5,000) retention bonus prorated by FTE, with the exception that employees whose recorded FTE on November 1, 2021 is .9 will receive the full bonus amount of the retention incentive program.
- B. The Employer will offer all regular employees in the following Imaging Technologist series classifications a three thousand dollar (\$3,000) retention bonus prorated by FTE, with the exception that employees whose recorded FTE

on November 1, 2021 is .9 will receive the full bonus amount of the retention incentive program.

1. Imaging Technologist (job code 21384)
2. Imaging Technologist-Comp Tomo (job code 21317)
3. Imaging Technologist-Lead (job code 21320)
4. Imaging Technologist-Mag Res Imaging (job code 21369)
5. Imaging Technologist-Mammo (job code 21405)
6. Interventional Tech (job code 21349)
7. Spec Mammography Tech (job code 21392)
8. Spec Mammo & Brst US Tech (job code 21416)
9. Diagnostic Medical Sonographer (job code 21321)
10. Diagnostic Medical Sonographer Lead (job code 21407)
11. Radiology Tech Lead (job code 21386)

C. The Employer will offer all regular employees in the following Medical Assistant series classifications a three thousand dollar (\$3,000) retention bonus prorated by FTE, with the exception that employees whose recorded FTE on November 1, 2021 is .9 will receive the full bonus amount of the retention incentive program.

- i. MA-Reg (job code 21363)
- ii. MA-Cert (job code 21308)
- iii. MA Lead (job code 21415)

D. The Employer will offer all regular employees in the following Operating Room Tech Cert cluster classifications a three thousand dollar (\$3,000) retention bonus prorated by FTE, with the exception that employees whose recorded FTE on November 1, 2021 is .9 will receive the full bonus amount of the retention incentive program.

- i. Operating Room Tech Cert (job code 21298)
- ii. Surgical Services Resource Tech (job code 21401)
- iii. OSC Resource Coordinator (job code 21375)

E. All other employees in job classes represented by SEIU Healthcare 1199NW will be offered a two thousand dollar (\$2,000) retention bonus prorated by FTE, with the exception that employees whose recorded FTE on November 1, 2021 is .9 will receive the full bonus amount of the retention incentive program.

F. Retention bonuses will require a signed agreement committing the employee to two (2) years of employment in a regular position from the date of the signed agreement and will be subject to full repayment if the employee leaves prior to fulfilling the agreement.

- i. Employees will have thirty (30) days from the offer date to accept and sign a retention agreement.

- ii. Employees who are involuntarily separated as part of a layoff or reduction in force shall not be required to pay back the retention bonus.
- iii. Transfer to another regular position at HMC, UWMC- Montlake, UWMC- Northwest, or UW Medicine Primary Care Clinics shall have no effect on the retention agreement so long as the employee remains employed in a regular position through the expiration of the retention agreement.

G. Normal taxes and withholdings apply.

H. The retention bonus will only be available to employees who are in pay status during the pay period of the effective date.

I. The retention bonus will not be offered to employees who have already received a sign-on bonus within the last twelve (12) months.

J. This MOU expires June 30, 2022. Individual agreements will expire upon separation or completion of the two-year agreement.

## MOU – Salary Increases

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following regarding salary increases for select classifications:

- I. Effective no more than forty-five (45) days following ratification and on the first available pay period as determined by the Employer, the classifications listed below will receive a two-percent (2%) salary increase:

Job Code	Job Profile Name
21300	ADMINISTRATIVE ASSISTANT
21427	ALLERGY TECH
21406	BEREAV/SPIRITUAL SVCS CRD
21304	CARDIAC EP TECH
21368	CARDIAC MONITOR TECHNICIAN
21305	CARDIAC PERIPHERAL TECH
21306	CASE MGMT ASST
21307	CERTIFIED HAND THERAPIST
21309	CHILD CARE TEACHER
21310	CHILD CARE TEACHERS AIDE
21318	CULINARY ASSOCIATE
21319	DEPARTMENT ASST II

<b>Job Code</b>	<b>Job Profile Name</b>
21322	DIETARY UNIT CLERK
21323	DIETETIC TECHNICIAN
21327	EEG END TECHNICIAN
21328	EKG TECH IN HOUSE CERT
21329	ELECTRICIAN LEAD
21433	ELECTROCARDIOGRAPH TECHNICIAN 2
21330	FACILITY & PROPERTY COORD
21333	FLOAT UNIT SECRETARY
21334	FOOD SERVICE LEAD
21335	FOOD SERVICE WORKER
21337	GARDENER 2
21338	GARDENER LEAD
21344	HOUSEKEEPER LEAD
21345	HVAC MECHANIC
21346	IMPLANT MATERIALS SPECLST
21350	INVENTORY COORD
21354	LAB ASSISTANT
21355	LAB ASSISTANT LEAD
21356	LAB ASST TECHNICAL
21357	LICENSED PRACTICAL NURSE
21413	LPN LD
21358	MAINTENANCE ENGINEER
21359	MAINTENANCE ENGINEER LEAD
21360	MAINTENANCE WORKER
21361	MATERIALS HNDLG AIDE II
21362	MATERIALS HNDLG AIDE III
21364	MEDICAL LAB TECHNICIAN
21366	MEDICAL TECH LEAD
21367	MEDICAL TECHNOLOGIST



<b>Job Code</b>	<b>Job Profile Name</b>
21370	NEUROPHYSIOLOGY TECHNOLOGIST
21372	OCCUPATIONAL THERAPIST
21373	OR SECRETARY
21374	OR/ED ASSISTANT
21376	PARKING CONTROL ATTENDANT
21432	PATIENT CARE COORDINATOR
21428	PATIENT SERVICES SPECIALIST 1-TRAINEE
21421	PATIENT SERVICES SPECIALIST 2
21409	PATIENT SERVICES SPECIALIST 3
21422	PATIENT SERVICES SPECIALIST LEAD
21430	PEDORTHIST
21377	PHARMACIST
21381	PHYS THERAPY ASST
21382	PHYSICAL THERAPIST
21383	PHYSICAL THERAPY TECH
21385	RADIOLOGY TECH ASST
21389	RETAIL ASSOC - GIFT SHOP
21390	SCHEDULER - DI/OR
21391	SCHEDULER LEAD
21393	SPEECH PATHOLOGIST
21397	SR CARPENTER
21398	SR MAINTENANCE ENGINEER
21399	SR PAINTER
21402	TELEMETRY/UNIT SEC
21403	THER RECR SPLST CERT
21404	UNIT SECRETARY

II. Employee progression start dates (PSDs) will not be impacted.

This MOU will expire upon implementation.

## MOU – Staffing

This Letter of Understanding is by and between the University of Washington (“Employer” or “University”) and Service Employees International Union District 1199 NW (“Union”).

The Union and the Employer acknowledge that together the parties endeavor to provide a level of staffing consistent with safe patient care and the service the parties provide to the community. The parties are committed to the proposition that adequate staffing is necessary to meet the needs of our patients and to provide quality care.

Both parties acknowledge that changes in patient acuity, census and staff availability and workload requirements can happen rapidly, requiring mutual understanding and communication and flexibility.

Employee(s) who have concerns about staffing or workloads are encouraged to address the issues directly with their supervisor. Many staffing/workload issues, if addressed with the supervisor at the time of occurrence, can be resolved through adjustments in assignments or through the use of other staffing resources by documenting the concerns on the appropriate form.

The employee(s) involved in the staffing concern may request the issue be presented to the Labor/Management Committee when:

- a. The supervisor has not responded to a documented concern within fourteen (14) days,  
or
- b. Persistent staffing concerns (e.g., 6 weeks) continue to exist and have been documented, with the documentation given to the supervisor involved.

If the Labor/Management Committee determines that there is a genuine staffing issue, the committee may direct the manager/supervisor of the department to convene a departmental working group to review the issue and develop a recommendation(s) to the Labor/Management Committee. The departmental working group shall ensure that the employee(s) identifying concerns, the union delegate for the Department or Department designee and the manager/supervisor of that department are members of the working group, so that they may make presentations and present solutions to their concerns. The departmental working group will endeavor to complete the review within thirty (30) days. Employees on the committee will receive paid release time while attending committee meetings. Regular monthly staff meetings of that department may be utilized for the working group at the next meeting following notice of review.

An interdepartmental working group will be convened if the staffing concerns affect more than one department. The departmental working group or interdepartmental working group shall report to the Labor/Management Committee on their results and recommendations for

resolving the staffing concerns.

The Labor/Management Committee shall review the report of the working group and make such recommendations as it deems advisable and submit a final report to administration within fourteen (14) days of receipt of the report of the working group. The CEO/designee shall make its decision known to the Labor/Management Committee within three (3) weeks of receipt of the final report. The parties recognize the final decision on staffing issues rest with Hospital Administration whose responsibility it is to ensure that an appropriate level of care is provided.

The determination of staffing (mix of employees, ratios, numbers) shall not be subject to grievance and arbitration, Article 23.

One CNA from each of the following units will be selected by the union to participate in the hospital wide staffing committee:

- a. Surgical Unit
- b. Medical Unit
- c. ICU/CCU, SCU/TEL
- d. Adult Psych
- e. 2 East/DSU
- f. MSE

### **MOU – Unit Clarification Intermittent and Nonpermanent Employees**

- A. Within 30 days the parties will jointly petition PERC to clarify the following bargaining units to include employees working in intermittent and nonpermanent positions.
  1. Service and Maintenance Bargaining Unit
  2. Professional Bargaining Unit
- B. The impacted job classifications are listed in Appendix I (attached).

### **MOU – UWMC-NW and Primary Care Clinics Floating**

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following:

Clinic workers that are assigned to float from their home clinic to a different clinic location than their home clinic will receive an additional one dollar and fifty cents (\$1.50) per hour for all hours worked at the assigned clinic.

The Employer will make a good faith effort to seek volunteers for floating before mandatorily floating any employee.

Employees will be reimbursed for travel, mileage, and parking at the second site per

university policy, and will be provided with the appropriate forms and instructions that will allow them to submit the forms for reimbursement.

This does not apply to employees who are hired into a float pool.

### **Side Letter A – U-PASS**

July 1, 2021

The parties agree to the following regarding U-PASS:

Effective January 1, 2020, NWH bargaining unit employees with an active permanent appointment with a .5 or greater FTE will not be charged a fee for a U-PASS.

This Side Letter expires on June 30, 2023.

### **Side Letter B – Call Room Access**

The parties agree to the following regarding Call Room Access at Northwest Hospital:

In an effort to support employees who are required to be on standby/call, within sixty (60) days of ratification, the Employer will make one (1) call room available for employees to utilize while on standby/call. Clean linens will be provided for the call room. Employees will contact EVS if the room is lacking clean linens.

On or before January 1, 2023, the Employer will make one (1) additional standby/call room available.

### **Side Letter C – EDI Committees**

The parties agree to the following regarding Equity, Diversity and Inclusion Committees:

In an effort to support Equity, Diversity and Inclusion at Northwest Hospital, the Union may appoint four (4) employee members to serve on the existing UWMC Equity, Diversity & Inclusion (EDI) Committee.

Within thirty (30) days of ratification, the UWMC Director of Equity, Diversity, and Inclusion will meet with Union delegates to build relationship, share the vision of EDI at UWMC, and hear the experiences of union members at UWMC-Northwest and Clinics.

### **Side Letter D – Meal Breaks, Rest Breaks, and Missed Break Reporting**

The University and the union agree that employees should be able to take uninterrupted meal and rest breaks. It is recognized that there is a mutual and shared commitment to uninterrupted breaks. The employer is responsible for creating a work environment and processes under which employees are able and encouraged to take uninterrupted breaks. Employees are responsible for taking such breaks. Employees shall make a good faith effort

to notify their supervisor/designee if the employee anticipates not being able to take a meal or rest break. The supervisor/designee will make a good faith effort to provide the employee with the break.

Employees shall be allowed a paid uninterrupted rest period of fifteen (15) minutes for each four (4) hours of working time. Rest periods may be taken at any point during each four (4) hour work period.

Employees who have been instructed and/or required to carry a pager or answer a phone during their meal period will be compensated at the appropriate rate of pay.

### **Tracking Meal and Rest Breaks**

Employees are required to report missed breaks. Either party may place the issue on the Joint Labor Management Committee agenda.

### **Non-retaliation**

The employer will not engage in any kind of employee intimidation or retaliation against employees who report missed breaks.

### **Side Letter E – Virtual New Employee Orientation**

The parties agree to the following regarding Online New Employee Orientation:

If the New Employee Orientation is conducted online, up to thirty (30) minutes of paid release time shall be provided to one (1) Union delegate to attend orientation meetings conducted virtually via Zoom. The Employer will continue to provide the Union with a list of all employees scheduled for orientation prior to the beginning of NEO. The Employer will continue to include the union orientation portion of NEO in the agenda. The Union will provide a link for the orientation which the Employer will then make available to new employees.

In situations where an employee would not otherwise have been scheduled to attend the New Employee Orientation webinar, the Employer will provide the employee with information and instructions on the Union portion of the virtual New Employee Orientation on the day that best aligns with the effective date of the employee's job change.

This information will be provided in the following instances:

1. The Employee is moving from a non-bargaining unit job to a bargaining unit job; or
2. The Employee is moving between unions.

### **Side Letter F – Work Experience Review**

The parties agree to the following regarding Work Experience Review:

Between April 1 and 30, 2022, employees who were hired on or before June 1, 2019, who believe they have been placed on the incorrect step based on their past work experience, will have a one-time opportunity to provide their information to leadership for review. Leadership will review their experience based on the criteria for credit for past experience and will place them at the correct step, as determined by the Employer, according to their past experience.

Any increase will be effective back to the date the review request was submitted.

---