Proposed Memorandum of Understanding

Between University of Washington and SEIU Local 925 - Regarding Physical Therapists

This agreement between the University of Washington ("UW") and SEIU 925 ("Union") pertains to the Physical Therapists represented by the Union. The parties agree as follows:

1. Except as otherwise stated in this MOU, the terms and conditions of the Collective Bargaining Agreement ("CBA") between UW and the SEIU 925 Non-Supervisory Bargaining Unit will apply to the Physical Therapists represented by the Union.

2. All Physical Therapists covered by this agreement will move to the following Pay Tables and Ranges. The movement to this Pay Table will be effective in the pay period following the date agreement is reached on this MOU.

- PT1 – BG 93
- PT2 – BH 7
- PT Specialist – BH 14
- Compensation and other conditions for Per Diem/Hourly employees represented by the Union will be covered by Appendix VI of the CBA.
- All Physical Therapists will receive the 3% across-the-board increase from the SEIU 925 Master Agreement, effective 7/1/16, to be paid starting with the first pay check of the 2017 Fiscal Year on 7/25/16.

3. Physical Therapists covered by this agreement will be required to work their posted schedules, but will not be required to clock in or out at the start or end of their shifts. They will be permitted to flex time appropriately to cover patient and departmental needs, as applicable, consistent with existing departmental policies and procedures. Management may require employees to work specific start and end times or use other corrective actions if flex time is misused.

4. All Physical Therapists employed as of the date of this MOU who were hired as Fixed Duration Appointments will continue to be treated as Fixed Duration Appointments under the existing CBA. Their start dates will be considered their actual start dates in their Fixed Duration Appointments at UW.

5. Physical Therapists working in Patient Care Services (hospital) areas will work a pattern schedule (attached as Appendix A). The workload will be divided between fixed schedules that require a regular weekend shift and rotating schedules (1 in 4 weekends) as described in the pattern as dictated by staffing levels.
a) At the time of each shift bid, UWMC will maintain a ratio of rotating to fixed schedules no lower than 1.75:1 which reflects the current rate of rotating to fixed schedules.

b) The fixed weekend schedules will first be offered to volunteers. Any fixed schedules not filled by volunteers will be assigned to Physical Therapists in reverse order of departmental seniority. Fixed schedules will not be assigned to the same Physical Therapist in consecutive rotations. Any fixed schedules not filled by volunteers will be assigned to the least senior Physical Therapist who did not work a fixed weekend schedule in the previous rotation. Newly hired Physical Therapists shall work in fixed schedules for one (1) year before participating in bidding.

c) Physical Therapists will bid for fixed/rotating schedules. The length of the time to be bid will be determined by a vote of all Physical Therapists and will be either four, six, eight, or twelve months. The options will be voted in rounds until there is a majority winner, with the lowest option being dropped after each round.

d) Concurrent with the implementation of this schedule, UW will create a pilot scheduling program for weekend volunteers. As part of the pilot, two volunteers to work fixed weekend schedules will have schedules made up of nine-hour shifts, including one fixed weekend day. Four additional volunteers will work fixed weekend schedules that will be made up of ten-hour shifts, including one fixed weekend day. Physical Therapists on these schedules must meet the same productivity average in their assigned work area as other employees over a six-month period to remain on the 9-hour or 10-hour schedule. Prior to each rotation the parties will review progress under both schedule options and look for opportunities to expand these schedules. The pilot will continue for at least two years from the date of this agreement. Employees on fixed weekend schedules shall have the option to volunteer in pairs to work every other weekend instead and will received the fixed weekend shift differential. One year into the pilot, the parties will evaluate the 10-hour schedules and every other weekend schedules. If the employees on those schedules are not meeting attendance, or patient care/volume expectations, those schedule options may be reduced.

e) The parties will agree to a list of 2-3 Physical Therapists to participate in Physical Therapist interviews (one per interview). The PT participation will be in an informational and advisory capacity and will not alter management’s rights regarding hiring or selection in the contract. Scheduling PTs to participate in the interview process will not interfere with patient scheduling or care or the interview process.

f) In cases where a Physical Therapist works more than 80 hours in an 80-hour work period as part of the cycle in the pattern schedule, that Physical Therapist will accrue eight (8) hours of compensatory time at straight time and those accrued hours will be used to reconcile FTE in the 80-hour work period when the Physical Therapist works fewer than 80 hours in a pay period in the pay cycle in question.

g) In the case of a staffing or hiring emergency, the parties will meet to bargain changes to this scheduling plan.
6. For the purposes of Layoff, the Physical Therapists in the Eastside Clinic, Stadium Clinic, and Exercise Training, and Urology Clinic will constitute a Layoff Seniority Unit and the Physical Therapists at UWMC will constitute a Layoff Seniority Unit as described in Appendix V of the CBA.

7. Physical Therapists will be eligible for the following premiums and differentials:
   - Certification Pay - $1 per hour for every hour worked by an employee with any of the following certifications. Each employee is eligible for Certification Pay for no more than one certification.
     - UWMC:
       - American Board of Physical Therapy Specialties Certified Specialists: Cardiovascular and Pulmonary, Geriatrics, Neurology, Orthopedics, Women's Health.
       - Rehabilitation Engineering and Assistive Technology Association of North America: Assistive Technology Professional, Seating and Mobility Specialist.
       - Herdman Vestibular Certification (to be replaced by Vestibular Certification from ABPTS when it is created. PTs with Herdman Vestibular Certification as of date of agreement will receive premium).
     - Specialties:
       - All listed for hospital.
       - APTA Sports certification.
       - ASHT Certified Hand Therapist.
       - Athletic Trainer Certification.
       - Pelvic Rehabilitation Practitioner.
   - Weekend Differential of $3.00 per hour for all hours worked on the weekend, as defined in the CBA, for employees on rotating schedules. Weekend Differential of $4.00 per hour for all hours worked on the weekend, as defined in the CBA, for employees on fixed weekend schedules, including those on every other weekend schedules.
   - Float Pool Differential - $1.50 per hour for all permanent Physical Therapists assigned to the PT Float Pool.

8. The Level Chart (Appendix B) will facilitate the reclassification process from PT1 to PT2 and from PT2 to PT3. UW will not withhold work that a PT is qualified to perform for the purpose of avoiding reclassification. Classification will be based on the totality of work involved rather than an individual factor. For example, a PT who performs PT3 duties, but does not perform one duty associated with PT3 would not be reclassified as a PT2.

9. Due to the continuing education requirements of the position, Physical Therapists will receive paid leave for educational purposes, as follows:
• All Physical Therapists will be able to use three days of paid education leave per fiscal year, prorated for FTE.

• From the effective date of this agreement until the fiscal year ending 6/30/19, Patient Care Services (Hospital) Physical Therapists will have up to $500 per fiscal year available to reimburse costs for approved educational or training programs, prorated for FTE. Physical Therapists hired in the Ambulatory Care Division prior to the effective date of this agreement (Stadium Clinic, Roosevelt Clinic, East Side Clinic) will have up to $1500 available to reimburse costs for approved educational or training programs, prorated for FTE. PTs hired in Ambulatory Care Division after the effective date of this agreement will receive $500 per fiscal year.

• Physical Therapists who attend approved educational opportunities on a day they are not scheduled to work will receive the equivalent of a day of pay or a day of accrued leave. This practice will result in pay at straight time and will not trigger overtime pay for the affected pay period. This compensatory day will count toward the three days of annual education leave.

10. Physical Therapists will receive up to six months of unpaid Parental Leave (that may be supplemented with accrued leave) for a period of eighteen months after the effective date of this agreement. After this period, Physical Therapists will receive up to four months of Parental Leave in accordance with the contract. When operationally feasible, UW will attempt to grant additional Parental Leave up to six months upon request by the individual.

11. Vacation and Holidays. UW will respond to vacation requests within fourteen (14) days. In some instances, the response within that timeframe will be a temporary denial pending coverage for the shift. The employee shall be notified if the denial is of the latter type and a further answer will be given in a prompt and timely way. The Vacation Request Policy will otherwise follow the guidelines in the attachment. The Holiday Rotation will continue in accordance with the attached policy. Staffing for NICU will be treated as separate from staffing for the rest of UWMC for the purposes of vacation scheduling.

12. Joint Labor Management. The parties will create an ongoing labor-management meeting to monitor scheduling, staffing, and productivity, as well as other issues of concern. The committee may meet regarding Patient Care Services PTs, Ambulatory Care Division PTs, or both. The committee will initially meet monthly with the goal of meeting as necessary and at a departmental level. The parties may agree to cancel meetings as needed.

13. The Union will receive notice and an opportunity to bargain the decision to make any changes to the schedule, evaluations, or treatment ratios in Ambulatory Care, as well as any changes to assignment structure in Patient Care Services.
14. This agreement hereby resolves all outstanding litigation between the parties related Physical Therapists, including the Unfair Labor Practice Charges filed regarding scheduling, holidays, and education leave.

This agreement is effective upon signature by the parties.

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For UW  For SEIU 925
14. This agreement hereby resolves all outstanding litigation between the parties related Physical Therapists, including the Unfair Labor Practice Charges filed regarding scheduling, holidays, and education leave.

This agreement is effective upon signature by the parties.

[Signature] 7/19/16
For UN

For SCIU 025
Addendum to Physical Therapist MOU

Between University of Washington and SEIU 925

This addendum pertains to the Per Diem Physical Therapists ("Per Diems," "Hcurlies") and Physical Therapy Assistants ("PTAs"). It is effective upon signature as an addendum to the MOU between the parties regarding the Physical Therapists represented by SEIU 925.

1. Per Diems who work in UWMC Physical Therapy will not be counted as part of the 1.75:1 ratio of PTs on rotating to fixed weekend schedules, and Per Diems will not be required to work fixed weekend schedules. Per Diems may volunteer to work fixed weekend schedules. Per Diems will continue to work at least 1-in-4 weekends to cover absences or fluctuations in volume on weekends and throughout the month. Per Diems shall earn the same weekend differentials as regular PTs.

2. PTAs who work in UWMC Physical Therapy will be counted as part of the 1.75:1 ratio of PTs on rotating to fixed weekend schedules. PTAs will be required to work fixed weekend schedules in accordance with their seniority and the rotation described in the PT MOU.
   a. PTAs shall earn the weekend differentials, float differentials, and the certification premium as described in the PT MOU when they meet the requirements.
   b. PTAs record will their time and have flex scheduling as per the PT MOU and will no longer use Kronos effective October 1, 2016.
   c. PTAs shall receive education benefits appropriate to their work location and date of hire as per the terms of the PT MOU.

For the Employer  09.20.16

For the Union  09/19/16