AGREEMENT

BY AND BETWEEN

THE UNIVERSITY OF WASHINGTON FOR UWMC NORTHWEST CAMPUS

AND

SEIU HEALTHCARE 1199NW

Effective January 1, 2020 through June 30, 2021

Professional Unit
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APPENDIX G

LETTER OF UNDERSTANDING

MEMORANDUM OF AGREEMENT

MOU – COMMITTEES

MOU – TRAINING FUND

SIDE LETTER – U-PASS
AGREEMENT BY AND BETWEEN

THE UNIVERSITY OF WASHINGTON

AND

SEIU HEALTHCARE 1199NW

This Agreement is made and entered into by and between the University of Washington-Northwest (hereinafter referred to as the “Employer” or the “University-Northwest”) and SEIU Healthcare 1199NW (hereinafter referred to as the “Union”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment regarding the Professional Unit.

ARTICLE 1. RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time and temporary employees of the University of Washington in bargaining units included in the NLRB certification, case numbers 19-RC-14038 Professional, 19-RC-14038 Service and Maintenance and 19-RC-15358, Technical, including Pharmacy Technicians and Operating Room Techs as well as 19-RC-238836 Clinic Employees, and excluding confidential employees, supervisors, and registered nurses and all other employees. (See Appendix B for list of job classes).

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 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.

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.

A. 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 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)

B. 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

C. 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

D. 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 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 **New Employees.**

a. The Employer will offer a regularly scheduled, in-person, all day new employee orientation which will include a benefits orientation. All new employees who attend the new employee orientation will be paid for their time at orientation. The orientation will be offered by the office of Professional and Organizational Development in coordination with the Benefits Office.

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

c. For employees hired into the bargaining unit who do not attend the orientation described in A 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.

d. A Union representative shall be allowed no less than thirty (30) minutes with employees during the new employee orientation in a private location without the Employer present. 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.

**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/Delicates.** 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 and who has successfully completed the required probationary 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, and who has successfully completed the required probationary period.

4.3 Probationary Employee. An employee who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than six (6) months. After six (6) months of continuous employment, the employee shall attain regular status unless specifically advised by the Employer in writing of an extended probationary period of up to an additional ninety (90) days. 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. An hourly paid employee doing bargaining unit work for more than three hundred and fifty (350) hours but less than one thousand and fifty (1,050) hours in any twelve (12) consecutive month period from an individual’s original employment date in an hourly paid bargaining unit classification, exclusive of overtime worked. These terms are outlined in WAC 357-19-435(1). Transitioning NWH employees with an FTE below 0.5 will transition as temporary hourly employees. Effective Dec. 9, 2019, NWH will provide a six percent (6%) increase to the hourly rate for all reserve employees who are employed as reserves on the date of ratification and still employed as reserves on Dec. 9, 2019.

4.4.1 Hours of Work and Overtime. Hours of work for Represented Regular Temporary 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.

4.4.2 Probationary Period. Represented Regular Temporary 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 Represented Regular Temporary 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. The hourly rate for a Represented Regular Temporary Employee must fall within the salary range for the classified title that best fits the work and may not be below the lowest step of that salary range. If the assigned salary range increases and the hourly rate paid to a temporary hourly employee falls below the lowest step of the salary range, then the hourly rate of that employee will be increased to at least the lowest step of the assigned salary range.

Individual departments may adjust temporary employee hourly rates, within the assigned salary range, unless prohibited by State Law and/or University of Washington policy.
If a bargaining unit Represented Regular Temporary Employee leaves an appointment and is later reemployed by the same department/unit in the same or substantially similar appointment, the employee will be paid an hourly rate not less than their previous wage in the department/unit.

4.4.4. **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, Independence Day, Labor Day, Veteran’s Day, Thanksgiving, the Day after Thanksgiving, and Christmas.

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 will accrue one (1) hour of sick leave for every forty (40) hours worked (0.025 per hour).
   
   B. Sick leave accrues at the end of the month and is available for use the following month.
   
   C. Accrued sick leave may be used
      
      1. in accordance with Article 18.1(b), 18.1(e), and 18.1 (f);
      
      2. for the suspension of operations when the employee’s workplace has been closed by a public health official for any health related reason; and
      
      3. when the employee’s child’s school or day care has been closed by a public health official for any health related reason.
   
   D. **Carryover and Separation:** Employees may only carryover a maximum of forty (40) hours of accrued sick leave each calendar year. Accrued sick leave is not paid at separation.

4.5 **Regular Rate of Pay.** The regular rate of pay shall be defined to include the employee’s hourly wage rate (Appendices A and B), shift differential when the employee is regularly scheduled to work an evening or night shift (9.1).

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 **Equal Opportunity.** The Employer and the Union agree that conditions of employment shall be consistent with applicable state, federal and municipal laws regarding nondiscrimination. The Employer shall not discriminate against any employee by reason of race, creed, color, sex, national origin, religious belief, marital status, sexual orientation, political ideology, union activity, ancestry, or the presence of any sensory or physical disability.

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. Failure to give notice shall result in loss of vacation time. The Employer will give consideration to situations that would make such notice by the employee impossible.

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 will 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. Documentation placed into the employee’s file regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination (quit, discharge or retirement), change in employment status, pay or shift and leaves of absence shall be in writing. 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 the 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 a written evaluative tool prior to completion of the probationary period. Written 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 will be given 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 written response to the evaluation which will be retained with the evaluation in the employee’s personnel file. Work time will be provided for evaluations. 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. 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 Period.** An employee who obtains a position in a new classification pursuant to Section 5.8 shall serve a six (6) week trial period in their new assignment. In the event that the employee’s six (6) week trial period is extended, the employee shall receive an evaluation at the end of the six (6) week period. The trial period may be extended by agreement between the employee and the Employer for a period of up to thirty (30) days. If at the end of the trial period the employee is unable to perform satisfactorily in the opinion of the Employer or if the employee so chooses, the employee shall be returned to their former job provided that the former job still exists and is vacant. If the former job has been eliminated or the position has been filled, the employee will be eligible for other vacant positions for which the employee is qualified or shall be released from duty, placed on the reinstatement roster, and provided with recall rights in accordance with Section 6.2.

Paid or unpaid leave taken during the six (6) week 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, leave without pay, or shared leave, except for leave taken for military service. Either the Employer or the employee may end the appointment by providing notice. Both the trial service requirement and reversion rights (Employer and employee) apply to employees accepting positions represented by a different Union.

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

<table>
<thead>
<tr>
<th>Shift</th>
<th>Description</th>
<th>Rate</th>
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<td>$75</td>
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<tr>
<td>1st</td>
<td>less than .5 FTE/temp</td>
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<td>2nd</td>
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<td>3rd</td>
<td>.5 FTE or higher</td>
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<tr>
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<td>less than .5 FTE/temp</td>
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5.11 **Temporary Employees.** Every three (3) months the Employer will provide to the union a list of temporary employees including their job classification, department and their hours worked, by pay period. When the union believes an employee classified as temporary has been working regular full or part-time hours for a period of over three (3) months that are not temporary (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.

5.12 **Job Description.** The Employer shall provide job descriptions for all classifications covered by this Agreement. The Employer shall endeavor to keep these job descriptions current and shall forward significant modifications and revisions to the Union. Employees can request a copy of a job description from Human Resources or their manager.
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. Time spent on leave of absence without pay or on layoff shall not be included in computing seniority except for cyclic year positions, but does not constitute a break in service. 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 leave 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 temporary 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 reserve 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. 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, 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 **Northwest Hospital Clinic Closure.**

7.12.1 **Inclement Weather.** When the Northwest Hospital 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 the Northwest Hospital 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:

Starting January 1, 2020:
• 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 leave without pay.
• If leave without pay is used, up to sixty (60) calendar days after operations resume to make up work time lost provided the following:
  o Employees must request makeup time within five (5) working days after operations resume, and
  o Reasonable work must exist, and the supervisor must approve the request to work.
  o Make up time worked by overtime-eligible full-time employees is calculated at time and one half (1½).

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

7.12.3 Clinic Closure/ Reassignment to another open clinic. When a NWH 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 leave 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.

7.12.6 Notification. Starting January 1, 2020, University practices shall apply.

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 After the effective date, progression start dates will be maintained as follows:

NWH Clinic employees will be mapped in accordance with the table below. New wage rates shall be effective the first full pay period following ratification. Employees shall be placed on closest step that guarantees no decrease in base rate.

Upon the effective date, the Employee’s Progression Start Dates (PSD’s) will be set as follows: Regular Employees: first on the month based on their NWH Step Reset Date with 2019 as the year. For example, a NWH Step Reset Date of 2/6/19 would transition to a PSD of 2/1/19 and a NWH Step Reset Date of 10/28/18 would transition to a PSD of 10/1/19.

8.1.1 After the effective date, progression start dates will be maintained as follows:

Annually the salary of employees covered by the NWH bargaining units will be increased by one step 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 a leave of absence without pay exceeds ten (10) working days in any calendar month or
eighty (80) hours, the progression start date will be extended by one (1) month. Leaves of absence for Worker’s
Compensation, military service, as a result of a cyclic year position, or for the purpose of formal collective
bargaining sessions, will not alter the progression start date.

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.

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 October 5, 2003, shall be
compensated in accordance with the following plan:

8.3.1. Employees with one (1) or more years of continuous recent experience shall be employed
at not less than step one (1) of the wage schedule.

8.3.2. Employees with two (2) or more years of continuous recent experience shall be employed
at not less than step two (2) of the wage schedule.

8.3.4. Employees with four (4) or more years of continuous recent experience shall be employed
at not less than step three (3) of the wage schedule.

8.3.5. Employees with six (6) or more years of continuous recent experience shall be employed
at not less than step four (4) of the wage schedule.

8.3.6. Employees with ten (10) or more years of continuous recent experience shall be employed
at not less than step five (5) of the wage schedule.

For purposes of this section, continuous recent experience shall be defined as employment in a
comparable job classification or other similar experience without a break in experience which would reduce the
level of professional skills in the opinion of the Employer.

8.4. Effective July 1, 2020, the UW shall apply an across the board wage increase of two percent (2%)
to each bargaining unit member.

8.5 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.

8.6 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, provided the prior experience was relevant to the
new classification in the opinion of the Employer. If an employee’s prior experience was recognized as relevant
for placement on the wage schedule, the employee’s wage progression shall continue based on accumulated hours since the employee’s last step increase. Where prior experience has not been recognized, progression to the next step in the new position shall occur upon completion of 2080 hours of work in the new position.

ARTICLE 9. OTHER COMPENSATION

9.1 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 $3.25. 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.

9.1.1 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.

9.1.2 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.

9.1.3 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.

9.1.4. No employee will suffer a reduction in pay as a result of this provision of the Agreement.

9.2 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 seventy five ($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. 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.

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.

9.3.2 The following provision applies to hospital employees only. 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.
committee shall meet quarterly, develop a charter, and will develop criteria to evaluate the effectiveness of on-call processes.

9.3.3 On-Call Hours. The maximum mandatory scheduled on-call hours will be implemented within ninety (90) days of ratification of the 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 thirty two (132) 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. Effective the first pay period following ratification, 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. 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.

9.5 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. Temporary assignment of a regular full-time or part-time employee by the Employer to a higher paid position for more than four (4) consecutive hours shall be paid at the higher classification rate of pay. Temporary assignment by the Employer to a lower paid position shall not affect the employee’s rate of pay; provided, however, this section shall not apply to employees whose reassignment was necessary due to failure to maintain their certification, license or registration or is in lieu of low census.

9.7 Weekend Premium. Effective the first pay period following ratification, an employee who works on weekend shift shall receive two dollars twenty-five cents ($2.25) per hour premium pay for each hour worked on the weekend in addition to the employee’s regular rate of pay. 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.

9.8 Preceptor Premium. All employees who work as preceptors as defined in Article 4.6 shall receive
one dollar ($1.00) per hour premium pay for each hour they precept. This is in addition to any and all other premiums.

9.9 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 fifty cents ($0.50) 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.

ARTICLE 10. HOLIDAY

10.1 Holidays. The present holiday schedule includes the following ten (10) 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
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving
- 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.

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

11.2. Accrual. Employees will accrue vacation leave during the new hire probationary period. The following chart will be effective on the Effective Date for eligible Employees:

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<td>20th - 24th year</td>
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<td>25th year or more</td>
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Those NWH employees whose unused, accrued PAL banks will transfer to the University on January 1, 2020, as Vacation Time. NWH employees with vacation time in excess of two hundred and forty (240) hours when they become UW employees on January 1, 2020, shall be permitted to keep and utilize the vacation time until June 30, 2021. On July 1, 2021, leave will be managed per the University Policy.

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

a. 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.

b. 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.

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

11.6 **NWH employees’ unused, accrued PAL banks will transfer to UW on January 1, 2020, as Vacation Time.** NWH employees with vacation time in excess of 240 hours when they become UW employees on January 1, 2020, shall be permitted to keep and utilize the vacation time until June 30, 2021. On July 1, 2021, leave will be managed per UW Policy

**ARTICLE 12. SICK LEAVE**

12.1 **Sick Leave Accrual.** Full-time employees (prorated for part-time) accrue eight (8) hours of sick leave for each month of completed regular monthly service. Sick leave accrues at a rate of one (1) hour for every forty (40) hours worked when leave without pay exceeds eighty (80) hours (prorated for part-time) in any calendar month.

12.2 **Sick-Leave – Use.** Sick leave 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. The Vice President for Human Resources Operations may authorize sick leave use as provided in this subsection for other than family members. 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 leave may also be used to provide emergency family care (as in Article 25) 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 Leave or Compensatory Time Off for Sick Leave Purposes. An employee who has used all accrued sick leave may be allowed to use accrued vacation leave and/or compensatory time off for sick leave purposes when approved in advance or authorized by the employee’s departmental supervisor. All available compensatory time must be used prior to accrued vacation leave, unless this will result in the loss of vacation time.

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

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

12.6 Sick Leave Verification. The Employer will not require verification for absences of less than 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 leave verification.

12.7. Sick Leave Cash Out. Eligible employees may elect to receive monetary compensation for accrued sick leave as follows:

In January of each year an employee whose sick leave balance at the end of the previous year exceeds four hundred and eighty (480) hours may elect to convert the sick leave hours, earned in the previous calendar year, minus those hours used during the year, to monetary compensation. No sick leave 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 and shall be based upon the employee’s current salary. All converted hours will be deducted from the employee’s sick leave balance.

Employees who separate from University service due to retirement or death shall be compensated for the unused sick leave accumulation from the date of most recent hire in a leave eligible position with the State of Washington at the rate of 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 leave 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. All accrued but unused remaining EIB as of the Effective Date will be converted, on an hour for hour basis, into a new leave plan called the 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 this leave 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 Employees will be included in the same Public Employees Benefit Board authorized state-employee benefits and the same wellness plans as analogous employees at UW Medical Center - Montlake. No other benefit plans shall be offered to Employees.

13.2
a. For the 2019-2021 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.

c. Article 46.1 (B) will expire June 30, 2021.

13.3
a. The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.

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.

13.4 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 who register for the Smart Health Program and complete the Well-Being Assessment will be eligible to receive a twenty-five dollar ($25) gift certificate each calendar year. In addition, 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.

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

13.6 Medical Flexible Spending Arrangement

a. During January 2020 and again in January 2021, 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 28.7(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.

13.7 On the Effective Date, Employees will be included in the same retirement plans as analogous employees at UW Medical Center – Montlake. No other retirement plans shall be offered to Employees.

ARTICLE 14. LEAVES

14.1. Leave Without Pay. In addition to the circumstances specified elsewhere in this Agreement, the Employer, in its discretion may approve a leave without pay for the following reasons specified below. Leaves without pay 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. Leave without pay 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. Leave without pay for the following reasons is 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 Leave without Pay. Employees must submit any request for a leave without pay in writing when feasible prior to the leave being used. Except as required by law, a request for leave without pay 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 leave
   c. The leave without pay must not, in the discretion of the University, interfere with operational needs.

14.5. Cancellation of Leave Without Pay. The Employer may cancel a leave without pay upon finding
that the employee is using the leave 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 a leave without pay 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 Leave. Employees are encouraged to contact the Employer’s Benefits Office (phone # 206-543-2800, benefits@uw.edu) prior to any leave without pay to understand impact on benefits and learn about other points to consider.

14.7. Returning Employee Rights. Employees returning to work following an approved leave without pay will be returned to the position they held prior to the leave without 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 leave, they will be notified in writing and provided a time in which to exercise any rights available pursuant to this Agreement.

14.8. Educational Leave. After applicable accrued leave has been exhausted, leave without pay may be granted for the duration of actual attendance in an educational program.

14.9. Government Service Leave. After applicable accrued leave has been exhausted, leave without pay 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 Leave. After applicable accrued leave has been exhausted, leave without pay may be granted for community volunteerism or service.

14.11. Formal Collective Bargaining Leave. Leave without pay 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 Medical Leave Act. Consistent with the federal Family 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

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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 leave before leave without pay 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 leave such that it would result in the employee having fewer than eighty (80) hours of accrued vacation leave or eighty (80) hours of accrued sick leave, counted separately, upon return to work. Vacation and sick leave that has been requested and approved prior to the request for the use of FMLA will not be considered when requiring employees to use leave 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 leave, sick leave 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 leave prior to going on leave without pay.

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 LEAVE AND BEREAVEMENT LEAVE

For the purposes of this Article, paid leave 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. Leave with pay 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 leave 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 leave.

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 leave will be allowed to have their civil duty leave the day before or the day of civil duty service.

18.2. Bereavement Leave. An employee shall be granted up to three (3) continuous or non-continuous days of bereavement leave, as requested by the employee, for each death of a family member. Bereavement leave 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 leave for beyond the three (3) days: sick, vacation, comp time, or leave without pay.

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.

ARTICLE 19. UNPAID HOLIDAYS FOR A REASON OF FAITH OR CONSCIENCE

Leave without pay will be granted for a reason of faith or conscience for up to two (2) workdays per calendar year as provided below.

a. Leave without pay 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. Leave without pay 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 leave in lieu of leave without pay. All requests to use compensatory time, personal holiday or vacation leave requests must indicate the leave is being used in lieu of leave without pay 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 leave without pay taken for a reason of faith or conscience.

Employees will only be required to identify that the request for leave 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 temporary 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 shall meet not less than bi-monthly or as often as mutually agreed. 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 Clinic Labor/Management Committee. The Parties agree there shall be a Labor/Management Committee specifically for the Northwest Hospital Clinics within the current bargaining units. The Union shall have up to four (4) representatives. Management shall have up to four (4) representatives.

20.2 Customer Service Collaboration. The Union and Employer recognize that the commitment of UWMC Northwest Campus 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 time will apply for meetings that occur during scheduled work days and during time off.

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.** Employees 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); provided, however, 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 **Grievance Procedure.** A grievance shall be submitted in accordance with the following procedure:

**Step 1. Employee and Supervisor.**

If an employee has a grievance, the employee shall meet with the employee’s supervisor and present the grievance in writing within fourteen (14) calendar days from the date the employee was or should have been aware that the grievance existed. A Union Delegate shall be present if requested by the employee. If a Union Delegate participates in the grievance meeting, the Human Resources Director or designee may also be present at this Step 1 meeting. Upon receipt thereof, the supervisor shall attempt to immediately resolve the problem and shall respond in writing to the employee within ten (10) calendar days following the meeting between the supervisor and the grievant.

**Step 2. Employee, Union Delegate/Representative and Department Director.**

If the matter is not resolved to the employee’s satisfaction at Step 1, the employee shall present the grievance to the Department Director (and/or designee) within seven (7) calendar days of the Unit Director’s decision. A conference between the employee (and a
Union Delegate/Representative, if requested by the employee) and the Department Director (and/or designee) shall be held within ten (10) days for the purpose of resolving the grievance. If a Union Delegate/Representative participates in the grievance meeting, the Human Resources Director or designee may also be present at this Step 2 meeting. The Department Director or designee shall issue a written reply within seven (7) calendar days following the grievance meeting.

Step 3. **Employee, Union Delegate/Representative and President.**

If the matter is not resolved at Step 2 to the employee’s satisfaction, the grievance shall be referred in writing to the Vice President (or designee) within fourteen (14) calendar days of the Step 2 decision. The CEO (and/or designee) shall meet with the employee and the Union Delegate/Representative within ten (10) calendar days for the purpose of resolving the grievance. The CEO (or designee) shall issue a written response within fourteen (14) calendar days following the meeting.

Step 4. **Arbitration.**

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Hospital Vice President or designee requesting a list of eleven (11) arbitrators from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. Any arbitrator accepting an assignment under this Article agrees to make every effort to issue an award within sixty (60) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later. The arbitrator’s decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages. Each party shall bear one-half (1/2) of the fee of the arbitrator and the cost of a recorded transcript of the proceedings and any other expense jointly incurred incident to the arbitration hearing. 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 a 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.

The rule of sequestration of witnesses shall only be applied by the Arbitrator when the Employer and Union mutually agree.

23.4 **Union Grievance.** The Union may initiate a grievance if the grievance involves a group of employees and if the grievance is submitted in writing within fourteen (14) calendar days from the date the employees were or should have been aware that the grievance existed.

23.5 **Mutually Agreed Mediation.** The parties may agree to use mediation in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process and may be pursued concurrently with the filing, selection and processing of an arbitration submission.
23.6 **Termination.** Step 4 of this grievance procedure shall terminate on the expiration date of this Contract unless the Contract is extended by the mutual written consent of the parties. Grievances arising during the term of the Contract shall proceed to resolution (including Step 4) regardless of the expiration date of this Agreement. Grievances arising after the expiration date of this Contract may be pursued through Step 3 only.

**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 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 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 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 UWMC Northwest 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 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 thereof.

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"). 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, and shall commence upon October 1, 2008. 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/temporary employees.

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 On-site 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 January 1, 2020 and shall continue in full force and effect through and including 11:59 p.m. on June 30, 2021 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.
SIGNATURES

The parties, by their signatures below, accept and agree to the terms and conditions of this collective bargaining agreement.

SEIU Healthcare 1199NW

Jane Hopkins
Executive Vice President

Mindy Kornberg
Vice President for Human Resource

Kristi Aravena
Lead Negotiator

Approved as to form:

Megan Gibbons
Assistant Attorney General
State of Washington
### Appendix A

**Professional Unit**

Job Classification and Shift Differential Rates  
Effective First Pay Period Following Ratification

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## APPENDIX B

### Wage Schedules

University of Washington - Contract Classified  
SEIU 1199NW UWMC NORTHWEST HEALTHCARE  
Payscale Table BU - Effective 1/1/2020

| Range | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y | Z |
| 115   | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| S/mth | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| $/yr  | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |

**Note:** The table above represents the wage schedules for the University of Washington - Contract Classified SEIU 1199NW UWMC NORTHWEST HEALTHCARE. Each row indicates the wage rate for a specific range of time periods (e.g., hours, months, years). The rates are listed in increments of $0.00, with columns representing different time periods and rows indicating the corresponding wage rates. The table is effective from 1/1/2020.
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Collective Bargaining Agreement 2020 – 2021
UW – SEIU Healthcare 1199NW Professional Unit

2

**Note:** The table above lists salaries for different positions categorized by years of service. The salaries are presented in a tabular format with columns for annual salary increments and monthly salary increments. Each row represents a different position level, starting from the lower level (150) to the higher level (600000). The salaries are provided in two currencies: dollars per month and dollars per year. The increments are calculated based on the base salary, with adjustments for years of service. The table also includes specific increments for positions marked with an asterisk (*) in the original document.
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Collective Bargaining Agreement 2020 – 2021
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Collective Bargaining Agreement 2020 – 2021
UW – SEIU Healthcare 1199NW Professional Unit

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Collective Bargaining Agreement 2020 – 2021
UW – SEIU Healthcare 1199NW Professional Unit

Collective Bargaining Agreement 2020 – 2021
UW – SEIU Healthcare 1199NW Professional Unit
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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 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 clinic 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 clinic 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 clinic 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 EIB based upon hours worked. EIB benefits shall accumulate from date of hire. For purposes of EIB 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 clinic 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:

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:

<table>
<thead>
<tr>
<th>Grounds</th>
<th>Plant Ops</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northwest Outpatient Imaging</td>
<td>Diagnostic Imaging</td>
</tr>
<tr>
<td>Food and Nutrition</td>
<td>Switchboard</td>
</tr>
<tr>
<td>Environmental Services</td>
<td>EEG</td>
</tr>
<tr>
<td>Daycare</td>
<td>EKG</td>
</tr>
<tr>
<td>GS/Endoscopy/OR Ancillary</td>
<td>Materials Management/Purchasing</td>
</tr>
<tr>
<td>Support/OR/CBC</td>
<td>Parking</td>
</tr>
<tr>
<td>Seattle Breast Center</td>
<td></td>
</tr>
</tbody>
</table>

Collective Bargaining Agreement 2020 – 2021
UW – SEIU Healthcare 1199NW Professional Unit
LETTER OF UNDERSTANDING

This Letter of Understanding is by and between the University of Washington ("Employer" or "University") and SEIU 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) representatives.

Dated this ___ day of _____, 2020.

Jane Hopkins, RN
SEIU Healthcare 1199NW
Executive Vice President

Director of Labor Relations
LETTER OF UNDERSTANDING

This Letter of Understanding is by and between the University of Washington (“Employer” or “University”) and SEIU 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.

Dated this ___ day of _____, 2020.

Jane Hopkins
SEIU Healthcare 1199NW
Executive Vice President

Kristi Aravena
Director of Labor Relations
LETTER OF UNDERSTANDING

Staffing

This Letter of Understanding is by and between the University of Washington ("Employer" or "University") and SEIU Healthcare 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.

Dated this 6th day of January, 2021

Jane Hopkins
SEIU Healthcare 1199NW
Executive Vice President

LETTER OF UNDERSTANDING

This letter contains understandings reached by the parties during negotiations for the 2016-2019 Professional and Service and Maintenance labor agreements between the University of Washington and your 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.

Dated this 6th day of January, 2021

Jane Hopkins, RN
SEIU Healthcare 1199NW
Executive Vice President

Director of Labor Relations

MEMORANDUM OF AGREEMENT
Between
THE UNIVERSITY OF WASHINGTON
and
SEIU HEALTHCARE 1199NW
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 Campus.

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.
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1199NW

MOU – COMMITTEES

During negotiations for the 2019-2021 successor agreement, the parties agreed to hold the following Joint Labor Management Committee meetings to discuss the following issues:

• Organizational Equity and Inclusion
• Environmental Services (EVS) Safety

This agreement expires June 30, 2021.

Dated this ______ day of _____ 2020.

Jane Hopkins, RN
SEIU Healthcare 1199NW
Executive Vice President

Director of Labor Relations
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY, UW, EMPLOYER)
AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1199NW
(UNION)

MOU – TRAINING FUND

During negotiations for the 2019-2021 successor agreement, the Union and the Employer will jointly request the Multi-Employer Training Fund Trustees’ Board to amend the Plan Benefits document to reflect the following: Any current employee enrolled in a degree, certification, or credentialing program who reduces their FTE (for the purposes of completing the program) to a level designated as a temporary employee, such employee will continue to be covered by the Training Fund.

This agreement expires June 30, 2021.

Dated this 6th day of January 2021

Jane Hopkins, RN
SEIU Healthcare 1199NW
Executive Vice President

Director of Labor Relations

MEMORANDUM OF UNDERSTANDING
Between
UW MEDICINE / NORTHWEST HOSPITAL AND MEDICAL CENTER
and
SEIU HEALTHCARE 1199NW

MOU: CLINIC MEDICAL SCRIBES

Northwest Hospital & Medical Center (“NWH”) and SEIU Healthcare 1199NW (Union) enter into this Agreement specific to the NWH Clinic Employees currently holding a position of a Clinic Medical Scribe- 5325 (scribes).

1. By mutual agreement, the amended Article 19 of the Clinic Accretion Agreement shall be extended as the scribe’s employment will now be extended past December 31, 2019. The scribe positions will be extended up to December 31, 2020, or any point in time prior to December 31, 2020, at the employer’s discretion with proper layoff notice and the scribe position will be eliminated and no longer represented.
2. The pay range for scribes will increase two grades to Grade 156 with a range base pay at $16.73. The scribes will remain on their current step. Assuming signature approval prior to December 9, 2019, this pay change will be effective December 9, 2019.

3. Scribes will be eligible to receive a single retention/rollover payment of either eight hundred ($800) or four hundred ($400) dollars on November 1, 2020 per Article 3: A, B, C and D of the Transition Agreement. However, if a scribe is laid off prior to November 1, 2020, they will remain eligible for this bonus at the time of layoff, payable the following pay date. Scribes that voluntarily resign will not be eligible for this payment.

4. In conjunction with Article 16 of the Transition Agreement, the scribe’s Progression Start Date (PSD) will be set to September 16 for future periodic salary step increases.

5. Unless otherwise stated, all terms otherwise agreed upon in the Transition Agreement and Clinic Accretion Agreement will apply to Clinic Medical Scribes.

Dated this 6th day of January 2021

Jane Hopkins, RN
SEIU Healthcare 1199NW
Executive Vice President

Director of Labor Relations
MEMORANDUM OF UNDERSTANDING

MOU: CLINIC ACCRETION AGREEMENT

Northwest Hospital & Medical Center (“NWH”) and SEIU Healthcare 1199NW (Union) enter into this Agreement for the NWH Clinic Employees upon ratification.

1. As agreed upon in Paragraph 4 of the Transition Agreement Terms between University of Washington (UW), NWH and the Union, the following Articles in the existing SEIU Service and Maintenance Unit and Professional Unit Bargaining Agreement shall apply as follows:
   a. Article 1: Recognition: agreed to in the Transition Agreement
   b. Article 2: Union Membership: Dues Deduction as agreed to in the Transition Agreement
   c. Article 3: Union Representatives; SEIU 1199/NWH Article 3 applies
   d. Article 6: Seniority-Layoff Restructure: Seniority, Layoff, Rehire agreed to in paragraph 13 of the Transition Agreement Term
   e. Article 13: Leaves of Absence: agreed to in the Transition Agreement
   f. Article 14: Committees: SEIU 1199/NWH Article 14 applies
   g. Article 15: Health and Safety Committee: SEIU 1199/NWH Article 15 applies
   h. Article 17: Grievance Procedure: SEIU 1199/NWH Article 17 applies
   i. Article 18: Management Responsibilities: SEIU 1199/NWH Article 18 applies
   j. Article 20: Uninterrupted Patient Care: SEIU 1199/NWH Article 20 applies
   k. Article 22: General Provisions; SEIU 1199/NWH Article 22 applies

2. The parties agree to the following SEIU 1199/NWH articles apply as currently stated:
   a. Article 8: Compensation
   b. Article 16: Staff Development
   c. Article 21: Training and Upgrading Fund

3. The following articles are as amended:

   ARTICLE 4. DEFINITIONS

   4.6 Regular Rate of Pay. The regular rate of pay shall be defined to include the employee’s hourly wage rate as provided herein, shift differential when the employee is regularly scheduled to work an evening or night shift (9.1), and through December 31, 2019, a fifteen percent (15%) wage premium in lieu of benefits for benefit eligible employees selecting that optional method of compensation (8.7).
4.7 **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 Hospital 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 and externs.

Any employee who currently is precepting, but has not completed the training program, shall continue as a preceptor when assigned by the Hospital. 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.

**ARTICLE 5. EMPLOYMENT PRACTICES**

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 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 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.

5.8.1 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, an 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.

5.10 Parking. The Employer will provide thirty (30) days’ advance notice if practicable of a change in parking rates to the Union.

ARTICLE 7. HOURS OF WORK AND OVERTIME

7.1 Work Day. The normal work day shall consist of eight (8) hours of work to be completed within eight and one-half (8-1/2) consecutive hours (or 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 Hospital 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 employee’s regular scheduled workday (minimum of eight (8) hours) or the hours in excess of the normal full-time work period. Effective October 6, 2002, 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 shifts 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). 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. 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 her/his 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, 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 Hospital 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 to employees who 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.** Effective October 5, 2002, 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 in order 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 his/her 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.

**ARTICLE 9. OTHER COMPENSATION**

9.1 **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.

9.1.1 Employees who are assigned to and who work the third shift and who continue working into the first shift shall continue to receive the third shift differential for all hours worked on the first shift.

9.1.2 Employees who are assigned to and who work the second shift and who are assigned to start their shift between 1 p.m. and 3 p.m. shall receive second shift differential for hours worked on the first shift between 1 p.m. and 3 p.m.

9.1.3 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 shift between 9 p.m. and 11 p.m.

9.1.4 No employee will suffer a reduction in pay as a result of this provision of the Agreement.

9.1.5 Articles 9.1.2 through 9.1.4 will become effective
one (1) month following the date of ratification.

9.2 **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. 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 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 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. UW Medicine/Northwest Hospital & Medical Center 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.

9.3.2 **On-Call Hours.** The maximum mandatory scheduled on-call hours will be implemented within ninety (90) days of ratification of the 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 thirty-two (132) 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.

9.3.3 **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 his or her next scheduled shift. At the employee’s request, an annual leave day can be used. This schedule adjustment will not count as an occurrence per the Employer’s Dependability Policy.

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

9.4 Lead Pay. Effective the first pay period following ratification, 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. A lead primarily performs the same work as others in the classification; in addition, he or she is 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.

9.5 Work in Advance of Shift. When an employee is required to report for work in advance of his/her 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. Temporary assignment of a regular full-time or part-time employee by the Employer to a higher paid position for more than four (4) consecutive hours shall be paid at the higher classification rate of pay. Temporary assignment by the Employer to a lower paid position shall not affect the employee’s rate of pay; provided, however, this section shall not apply to employees whose reassignment was necessary due to failure to maintain their certification, license or registration or is in lieu of low census.

9.7 Weekend Premium. Effective the first pay period following ratification, an employee who works on weekend shift shall receive one dollar and twenty five cents ($1.25) per hour premium pay for each hour worked on the weekend in addition to the employee’s regular rate of pay. 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.

9.8 Preceptor Premium. All employees who work as preceptors as defined in Section 4.7 shall receive one dollar ($1.00) per hour premium pay for each hour they precept. This is in addition to any and all other premiums.

ARTICLE 19. SUBCONTRACTING, SALE OR TRANSFER

19.1 UW Medicine/Northwest Hospital & Medical Center 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, UW Medicine/Northwest Hospital & Medical Center will participate with the Union in meaningful discussions of alternatives to the sale or transfer.

19.2 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 UW Medicine/Northwest Hospital & Medical Center campus, UW Medicine/Northwest Hospital & Medical Center’s agreement with the buyer or transferee will provide:

19.2.1 That the new employer will hire UW Medicine/Northwest Hospital & Medical Center 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.

19.2.2 That, in setting the initial terms of employment of those UW Medicine/Northwest Hospital & Medical Center 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;

19.2.3 That, also in setting the initial terms of employment of those UW Medicine/Northwest Hospital & Medical Center employees hired according to this provision, the new employer will cover the employees with its existing basic medical plan. For the first six (6) 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, UW Medicine/Northwest Hospital & Medical Center 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;

19.2.4 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 UW Medicine/Northwest Hospital & Medical Center bargaining unit employees under 19.2.1 above and vacant positions or unassigned bargaining unit work remain;

19.2.5 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

19.2.6 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.

19.3 If, as a result of the anticipated sale or transfer, the bargaining unit work will be performed at a location other than the UW Medicine/Northwest Hospital & Medical Center campus and if the new employer will hire new employees, UW Medicine/Northwest Hospital & Medical Center’s agreement with the subcontractor, buyer or transferee will provide:

19.3.1 That the new employer will give preference in hiring to those UW Medicine/Northwest Hospital & Medical Center employees who perform bargaining unit work under this collective bargaining agreement who make timely application; and

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

19.4 No less than thirty (30) days prior to the effective date of a sale or transfer of operations, UW Medicine/Northwest Hospital & Medical Center 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.

19.5 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 thereof.

This article shall not apply to Clinic Medical Scribes, which position shall be eliminated as of December 31, 2019.

4. The Parties agree there shall be a Labor/Management Committee specifically for the Northwest Hospital Clinics within the current bargaining units. The Union shall have up to four (4) representatives. Management shall have up to four (4) representatives.

5. Northwest Hospital Clinic Closure

Inclement Weather- When the Northwest Hospital 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.

Suspended Operations- If the Northwest Hospital 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:

For the balance of 2019, PAL or Time Off Without Pay.

Starting January 1, 2020:
- 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 leave without pay.
• If leave without pay is used, up to sixty (60) calendar days after operations resume to make up work time lost provided the following:
  o Employees must request makeup time within five (5) working days after operations resume, and
  o Reasonable work must exist, and the supervisor must approve the request to work.
  o Make up time worked by overtime-eligible full-time employees is calculated at time and one half (1½).

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

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

Public Health Suspended Operations-Accrued sick leave 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.

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

Notification
For the remainder of the calendar year of 2019, management will develop practices designed to provide reasonable notice to employees in a timely manner of clinic closure and/or reassignment to other open clinics. Management will present an opportunity to the Labor/Management Committee to provide feedback prior to implementation. Starting January 1, 2020, University practices shall apply.

6. NWH Clinic employees will be mapped in accordance with the table below. New wage rates shall be effective the first full pay period following ratification. Employees shall be placed on closest step that guarantees no decrease in base rate.
At the first full pay period following ratification of this agreement, current NWH Clinic employees in the MA and PSS Float job titles shall be placed on the steps that includes the previous float premium in their base pay and guarantees no decrease in pay rate. MAs and PSS in the previous float titles shall be placed in the mapped MA and PSS titles.
SIDE LETTER – U-PASS

June 20, 2019

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, 2021.

Dated this 6th day of June 2020.

Jane Hopkins, RN
SEIU Healthcare 1199NW
Executive Vice President

Kristi Aravina
Director of Labor Relations