TRANSITION AGREEMENT

The University of Washington ("UW"), Northwest Hospital & Medical Center ("NWH") and SEIU Healthcare 1199NW ("Union") enter into this Transition Agreement ("Agreement") to set forth the understanding reached between the parties with respect to the transition of employees of Northwest Hospital & Medical Center to employment by UW, and to renew the parties respective collective bargaining agreements as set forth below. **TA**

PURPOSES AND EFFECTIVE DATE

A. UW Medical Center and NWH intend to combine their operations to create one hospital with two campuses. The goal is to integrate operations effective January 1, 2020. This Transition Agreement is effective upon signing. Except as provided below, changes in terms and working conditions for bargaining unit employees represented by the Union at NWH (with the exception of across the board wage increases) shall commence on January 1, 2020 or the date such operations are integrated, whichever is later (the "Effective Date"). If the Effective Date is later than March 1, 2020, the Union shall have the option to open this Transition Agreement for re-negotiation. **TA**

B. As a result of the combination, on the Effective Date, NWH employees will convert to become employees of UW and of the State of Washington, working at UW Medical Center’s new Northwest facilities, including UW Medical Center Northwest clinics. **TA**

C. The Union currently represents three (3) bargaining units at NWH: the Professional Unit; the Service and Maintenance Unit; and the Unit for which the Union was certified as the representative in NLRB Case No. 19-RC-238835 (the "Clinics Unit") (collectively, the "NWH Bargaining Units"). As part of this Transition Agreement, NWH is agreeing to integrate the Clinics Unit with the other NWH units, as of July 1, 2019. **TA**

D. The Union and UW recognize there are active filed Unit Clarification cases filed with the Public Employment Relations Commission (PERC) concerning the NWH Bargaining Units. The Union and UW preserve all their rights and positions regarding the Unit Clarification cases, including the Union’s position that PERC does not have jurisdiction until the Effective Date. Nevertheless, the Union and UW mutually share an interest in the successful integration of the NWH Units in order to continue to provide quality care to our patients. UW and the Union agree to engage in an expedited mediated process with the affected unions representing workers in the UWMC System to resolve any concerns about seamless patient care. The Union and UW agree to schedule the mediation so that the mediation will be completed prior to August 1, 2019. **TA**

E. This Transition Agreement specifies the terms and conditions of employment of the employees in the NWH Bargaining Units commencing on the Effective Date ("Employees"). **TA**
TERMS

1. The NWH CBAs are set to expire on June 30, 2019. In lieu of full bargaining, NWH and the Union hereby agree to terminate and renew the NWH CBAs, subject to the limited changes set forth in this Transition Agreement, for an additional two (2) years. Accordingly, the renewed NWH CBAs will expire June 30, 2021. TA

2. Effective the first full pay period on or after July 1, 2019, or the ratification of this Transition Agreement, whichever is later, NWH shall apply an across the board wage increase of two percent (2%) to each of the NWH CBAs, including NWH Clinic employees. TA

3. Commencing with the Effective Date, UW shall follow the terms of the NWH CBAs for the NWH Bargaining Units, except as modified in this Transition Agreement. Effective July 1, 2020, UW shall apply an across the board wage increase of two percent (2%) to each of the NWH CBAs, including NWH Clinic employees. TA

   A. Permanent employees with an active appointment at NWH and in pay status during the pay period in which the contract is ratified through November 1, 2020, shall receive a single retention/rollover one time lump sum payment of eight hundred dollars ($800) to each employee with above a .6 FTE as of November 1, 2020.

   B. Permanent employees with an active appointment at NWH and in pay status during the pay period in which the contract is ratified through November 1, 2020, shall receive a single retention/rollover one time lump sum payment of four hundred dollars ($400) to each employee with a .6 FTE and below as of November 1, 2020.

   C. The lump sum payments described above will be paid by the Employer on November 25, 2020. The lump sum amount is income subject to applicable withholdings.

   D. Provisions A through C above are not applicable to temporary or reserve staff as of November 1, 2020.

4. The renewed NWH CBAs shall be set to expire on June 30, 2021. Clinic employees will be placed on the new ranges at a step closest to, but not less than, their current rate of pay. The parties agree to include the terms and conditions of employment for the Clinics in the service and maintenance CBA including but not limited to the following articles:

   Article 1
   Article 2
   Article 3
   Article 6
   Article 13
   Article 14
   Article 15
5. NWH regular employees will integrate into the UW on the Effective Date at the same range and step that they are on as of the day prior to the Effective Date. NWH temporary employees will integrate into the UW on the Effective Date at the same hourly rate that they are paid as of the day prior to the Effective Date. **TA**

6. All hours worked as a NWH employee during the final workweek prior to the Effective Date will count as hours worked for the purposes of calculating overtime hours when integrating to the UW on the Effective Date. **TA**

7. On the Effective Date, 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. UW has provided the Union with information about the relevant plans. Employees will no longer receive a premium or credit for waiving any elements of benefits coverage. No other benefit plans shall be offered to Employees. **TA**

8. On the Effective Date, Employees will be included in the same retirement plans as analogous employees at UW Medical Center - Montlake. UW has provided the Union with information about the relevant plans. No other retirement plans shall be offered to Employees. **TA**

9. Commencing with the Effective Date, Article 2 in the Professional Unit collective bargaining agreement and Article 2 in the Service and Maintenance Unit will be enforced in a manner consistent with law applicable to UW employees. It is recognized that UW cannot recognize dues deduction authorizations submitted to NWH prior to the Effective Date. UW will cooperate with the Union to obtain dues deduction authorizations for the time period after the Effective Date. See Attachment D. **TA**

10. Commencing with the Effective Date, Reserve Employees, also known as Temporary Employees at UW, shall be treated the same as analogous employees at UW Medical Center - Montlake. A represented temporary hourly employee shall mean an hourly paid employee doing bargaining unit work for more than 350 hours but less than 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 .5 will transition as temporary hourly employees. Effective December 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 December 9, 2019. **TA**

11. Commencing with the Effective Date, Attachment C, outlining Classifications and Reclassifications, will apply to transitioning NWH employees. **TA**

12. The following provisions of the Professional Unit collective bargaining agreement and the Service and Maintenance Unit collective bargaining agreements shall no longer be followed after the Effective Date:

<table>
<thead>
<tr>
<th>Professional Unit</th>
<th>Service and Maintenance Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 4.4, Reserve Employees</td>
<td>Article 4.4, Reserve Employees</td>
</tr>
<tr>
<td>Article 4.5, Length of Service</td>
<td>Article 4.5, Length of Service</td>
</tr>
<tr>
<td>Article 8.4, Wage Premium in Lieu of Benefits</td>
<td>Article 8.4, Wage Premium in Lieu of Benefits</td>
</tr>
<tr>
<td>Article 8.6 New and Modified Positions</td>
<td>Article 8.6 New and Modified Positions</td>
</tr>
<tr>
<td>Article 8.8 Competitive Wage</td>
<td>Article 8.8 Competitive Wage</td>
</tr>
<tr>
<td>Article 8.9, Hire in Rates and Incumbents</td>
<td>Article 8.9, Hire in Rates and Incumbents</td>
</tr>
<tr>
<td>Article 12, Medical and Insurance Benefits</td>
<td>Article 12, Medical and Insurance Benefits</td>
</tr>
</tbody>
</table>

Commencing with the Effective Date, Holidays, Vacation Time, Family Medical Leave, Sick Leave, Washington State Paid Family Medical Leave, State Shared Leave and Other Leave provisions contained in Attachment A and the UW Disability Leave Policy shall apply to employees in the NWH Bargaining Units in the same manner as they apply to analogous Employees at the UW Medical Center – Montlake.

The following provisions of the Professional Unit and the Service and Maintenance Unit collective bargaining agreements shall no longer be followed after the Effective Date:
<table>
<thead>
<tr>
<th>Professional Unit</th>
<th>Service and Maintenance Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 10, Paid Annual Leave</td>
<td>Article 10, Paid Annual Leave</td>
</tr>
<tr>
<td>Article 11, Extended Illness Bank</td>
<td>Article 11, Extended Illness Bank</td>
</tr>
<tr>
<td>Article 13, Leaves</td>
<td>Article 13, Leaves</td>
</tr>
</tbody>
</table>

**TA**

13. Commencing with the Effective Date, the Layoff provisions in Attachment B shall apply to employees in the NWH Bargaining Units in the same manner as they apply to analogous Employees at the UW Medical Center – Montlake. **TA**

14. It is recognized that, after the Effective Date, no individual employee may have a paid FTE greater than 1.0 when assignments at the University of Washington (including the NWH campus) are aggregated. UW will work with employees who will be affected by this restriction to determine their preferences and minimize any effect on their employment. **TA**

15. Commencing with the Effective Date, Employees will be paid on a semi-monthly schedule in accordance with UW’s customary payroll practices. It is recognized that Northwest Hospital will change its work week to be consistent with the UW’s work week prior to January 1, 2020. If further changes to make the work week consistent are necessary, the Employer will notify the Union and bargain as required by law. **TA**

16. Upon the Effective Date, the Employee’s Progression Start Dates (PSD’s) will be set as follows:

**Regular Employee:** first of 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.

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 periodic increment date until the employee has reached the top step of the appropriate salary range. For purposes of periodic salary step increases, the periodic increment 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 periodic increment 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 periodic increment date.

When an employee returns from layoff status, the periodic increment 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 periodic increment date coincides with a promotional date, the appointment to a new salary range, and/or a market adjustment, the periodic increment date will be applied first. TA

17. Commencing with the Effective Date, Employees will be treated the same as analogous employees at UW Medical Center and be required to serve a six (6) month probationary period and a six (6) week trial service period. Time spent in a position at NWH prior the Effective Date shall be counted toward the probationary and trial service periods. TA

18. Commencing with the Effective Date, Employees’ length of service will be calculated according to UW practice. TA

19. UW’s workers’ compensation program is insured through the State of Washington. On the Effective Date, Employees will become covered by UW’s program for work-related injuries or illnesses that occur while employed by UW. TA

20. Commencing on the Effective Date, 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. TA

21. **Vacation Leave Accrual Increase** – The following chart will be effective on the Effective Date for eligible Employees:

<table>
<thead>
<tr>
<th>Year</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>12</td>
</tr>
<tr>
<td>2nd year</td>
<td>13</td>
</tr>
<tr>
<td>3rd year</td>
<td>14</td>
</tr>
<tr>
<td>4th year</td>
<td>15</td>
</tr>
<tr>
<td>5th year</td>
<td>16</td>
</tr>
<tr>
<td>6th year</td>
<td>17</td>
</tr>
<tr>
<td>7th year</td>
<td>18 days</td>
</tr>
<tr>
<td>-------------</td>
<td>---------</td>
</tr>
<tr>
<td>8th year</td>
<td>19 days</td>
</tr>
<tr>
<td>9th year</td>
<td>20 days</td>
</tr>
<tr>
<td>10th year</td>
<td>21 days</td>
</tr>
<tr>
<td>11th year</td>
<td>22 days</td>
</tr>
<tr>
<td>12th - 19th year</td>
<td>23 days</td>
</tr>
<tr>
<td>20th - 24th year</td>
<td>24 days</td>
</tr>
<tr>
<td>25th year or more</td>
<td>25 days</td>
</tr>
</tbody>
</table>

Those NWH employees whose 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. TA

22. Paid Annual Leave Cash Out for Employees at NWH

Employees covered by the NWH CBAs may elect to receive a cash out for Paid Annual Leave prior to the Effective Date on the following terms:

Eligibility:
- NWH employees covered by a NWH CBA
- Paid Annual Leave bank exceeds 250 hours between September 1, 2019 and November 29, 2019

Guidelines:
- Cash out requests must be received in the NWH HR office between September 1, 2019 and November 29, 2019. Forms to request the cash out will be available by August 15, 2019.
- Cash out value is calculated at seventy five percent (75%) of regular base pay.
- Required remaining minimum balance: After cash out, an employee must have at least 200 PAL hours remaining.
- Minimum number of hours an employee can elect to cash out is ten (10) hours of PAL.
- Maximum number of hours an employee can elect to cash out is 280 hours of PAL.
- Any payments will be made by December 27, 2019.
Remaining PAL balances after cash out will transfer to the UW in accordance with paragraph 21 of this transition agreement. **TA**

23. Extended Illness Bank (EIB) Cash Out for Employees at NWH

Employees covered by the NWH CBAs may elect to receive a cash out for EIB prior to the Effective Date on the following terms:

**Eligibility:**
- NWH employees covered by a NWH CBA

**Guidelines:**
- Cash out requests must be received in the NWH HR office between September 1, 2019, to November 29, 2019
- Cash out value is calculated at 90% of regular base pay set forth in NWH Policy 75.31, paragraph C, subparagraph 6 (and below)
- Any payments will be made by December 27, 2019.

**EIB Payout Seniority Scale:**

<table>
<thead>
<tr>
<th>Years of Service*</th>
<th>Percent Cash-out of up to 480 Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1 year = 2080 hrs worked, but not less than 12 mo.)</td>
<td></td>
</tr>
<tr>
<td>0 to 5 Years</td>
<td>0%</td>
</tr>
<tr>
<td>5+ to 10 Years</td>
<td>10% (max. 48 hours)</td>
</tr>
<tr>
<td>10+ to 15 Years</td>
<td>20% (max. 96 hours)</td>
</tr>
<tr>
<td>15+ to 20 Years</td>
<td>25% (max. 120 hours)</td>
</tr>
<tr>
<td>20+ Years</td>
<td>50% (max. 240 hours)</td>
</tr>
</tbody>
</table>

**TA**

24. 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. **TA**

25. Retirement Transition for certain Employees:

On the last paycheck of December, 2019, NWH will pay a lump sum, taxable amount to each eligible bargaining unit member who meets all of the following criteria:
(i) The Employee must be an NWH employee as of the date of payment; and

(ii) The Employee will be at least age sixty (60) on January 1, 2020; and

(iii) The Employee will have ten (10) years or greater continuous/unbroken years of service at Northwest Hospital & Medical Center as of 12/31/2019; and by December 1, 2019, the Employee must have committed, on a form acceptable to NWH and the Union, to continuing to work at Northwest Hospital after transitioning to UW employment.

The value of the lump sum amount will be equal to $512,000 divided evenly by the number of eligible employees. TA

26. This Transition Agreement fulfills all obligations on the part of NWH and the Union to bargain about the effects of the integration. This Transition Agreement also fulfills and supersedes any obligations of the parties under Article 19 of the NWH CBAs. Any disputes concerning this Transition Agreement shall be resolved pursuant to the grievance procedures in the NWH CBAs, with NWH as the employer prior to the Effective Date and UW as the employer after the Effective Date. TA

27. This Agreement is the full and final agreement between the parties regarding the integration of NWH into a separate campus of UWMC, and supersedes all prior agreements, proposals, and statements. No party is relying on any statement or promise not contained in this Agreement. TA

28. The parties may agree to modify this Agreement, provided that such modification is in writing and signed by all parties. TA
By: Nicki McCraw  
AVP of HR  
NORTHWEST HOSPITAL & MEDICAL CENTER  
By: 6/25/19
ATTACHMENT A

Article 16 - Holidays

16.1. 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.

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

**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.

**Part Time Employee:**
D. 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.

E. 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.

F. 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.

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.

Holiday Credit:

A. Holiday credit will be used and scheduled by the employee in the same manner as vacation leave in Article 17. 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:

1. Transfers to a position in his or her department with different funding sources or,
2. Transfers to a position in another department.

16.3. Personal Holiday.

A. Each employee may select one personal holiday each calendar year in accordance with the following:

1. The employee has been continuously employed by the University for more than four (4) months;
2. The employee has requested and been approved to take the personal holiday in accordance with Article 17 Vacation Leave and,

B. It is the employee’s responsibility to schedule the Personal Holiday before December 31st, if not requested it is forfeited.
C. Entitlement to the holiday will not lapse when it is cancelled by the Employer and cannot be rescheduled before December 31st.

D. 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.

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

Article 17 – Vacation Leave

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

17.2. Accrual. Employees will accrue vacation leave during the new hire probationary period.

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:

1. 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 his or her 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.

2. 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.

b. Employees may make supplemental vacation requests (requests made outside the provisions of 17.3(a)) at any time. However, such supplemental requests
shall not take precedence over requests scheduled in accordance with 17.3(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.

c. Any bargaining unit employee who may transfer into a department shall alter his/her 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.

d. 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.

e. 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.

f. Holiday Rotation. Vacation requests filed in accordance with 17.3(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.

17.4. 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).
17.5. 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.

Article 18 – Sick Leave

18.1. Sick Leave.

a. **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.

b. **Sick-Leave – Use.** Sick leave shall be allowed an employee under the following conditions.
   1. Because of and during illness, disability or injury which has incapacitated the employee from performing required duties.
   2. 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.
   3. 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.
   4. Sick leave may also be used to provide emergency child care (as in Article 25) or because of condolence or bereavement (as in Article 26)
   5. 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.
c. **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.

d. **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.

e. **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.

f. **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.

**18.2. 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.

18.3. **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.

Article 20 – Miscellaneous Leave

20.1. **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.

20.2. 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

20.3. Leave without pay for the following reasons is not covered by this Article:

   a. Compensable work-related injury or illness, (Article 30)  
   b. Military service (Article 29)  
   c. Leave for serious health condition taken under the provisions of the Family and Medical Leave article (Article 21)
d. Leave authorized by the Employer as part of a plan to reasonably accommodate a person of disability (Article 3)

e. Disability due to pregnancy or childbirth (Article 21)

f. Parental leave (Article 21)

g. Union activities (Articles 19 and 42)

20.4. 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.

20.5. 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.

20.6. 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.

20.7. 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, he or she will be notified in writing and provided a time in which to exercise any rights available pursuant to this Agreement.
20.8. **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.

20.9. **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.

20.10. **Volunteer or Community Service Leave.** After applicable accrued leave has been exhausted, leave without pay may be granted for community volunteerism or service.

20.11. **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.

Article 21 – Family Medical Leave Act and Parental Leave

21.1. **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 through foster care, legal guardianship or custody. Family members include those persons in a “step” relationship.

21.2. 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. 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 as provided in Article 30.3. All other provisions of Article 21 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.

21.3. 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 up to six (6) months.

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

21.5. Parental Leave. Parental leave is defined as: up to four 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.

Parental leave not covered by FMLA may be a combination of the employee’s accrued vacation leave, sick leave up to thirty (30) days, personal holiday, 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 26 - Civil/Jury Duty Leave and Bereavement Leave

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

26.1. 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 he/she 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.

26.2. 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 24 – 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.

d. 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 38 - Seniority, Layoff, Rehire

38.1.

a. **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 in accordance with Article 29, 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.

b. **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.

c. **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.

38.2.

a. **Layoff:**
   1. 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.
   2. The Employer shall not lay off bargaining unit employees in lieu of disciplinary action.
   3. Employees will be laid off in accordance with seniority, as defined in Article 38.1(a)

b. **Employment Option.** The employee affected by the reduction in force shall be offered the following employment options in descending order, provided he or she meets 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:
   1. A funded vacant position within the same job classification and layoff unit.
   2. The opportunity to replace the most junior employee within the layoff/seniority unit (set forth in Appendix IV) 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)
   3. 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.
   4. The opportunity to replace the most junior employee within the same department who is:
      a. In a lower classification in the same series as the employee affected by the reduction in force; and
      b. Within .2 FTE of the employee affected by the reduction in force.
c. **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:
   1. The effective date of the layoff and a reference to the employee’s rights under this Article, and
   2. Identification of the employment option being offered, if applicable.
   In accordance with 38.2.b. 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 he/she wants 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.

d. **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 38.2. The employee must exercise this choice within three (3) working days of the increase or reduction notice.

e. **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.

f. **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:
1. 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
2. For positions in other classifications in which the employee previously held permanent status; and
3. 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 Campuswide 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.
4. The Employer will provide a copy of the Rehire List to the Union upon request.
5. When the job classification the employee was laid off from is represented by both SEIU 925 and WFSE 1488 the employee will be placed on the rehire list for the specific job classification for both unions.

g. **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.

h. **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.

i. **Removal from List.** Removal from the rehire list(s) will occur for any of the following circumstances:
   1. If placement does not occur within twenty-four (24) months,
   2. 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.

3. If the employee was placed into two (2) vacant positions for which the employee has failed to complete the rehire trial period.

4. 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.

5. 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.

6. 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.

ej. **Rehire List Crossover.** Employees within an SEIU Local 925 represented bargaining unit may, in accordance with this Article, be placed on the rehire list for positions in another SEIU Local 925 represented bargaining unit.

**38.3. Rehire Wages and Increment Date.** When employees are rehired from layoff status the periodic increment date and annual leave 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.

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

**38.5. 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.
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.

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).

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 periodic increment 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 44, or modify class specifications for bargaining unit positions, the Union may file an appeal with the Classification Review Hearing Officer selected under Article 44.6 of this contract, to determine if the salary assigned to the classification is appropriate.

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.

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.

6. **Professional Staff Exemptions:**

1. 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).

2. 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.

3. 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.

4. Disputes regarding professional staff exemptions shall be resolved by the classification review hearing officer. The Hearing Officer shall make his/her decision based on the criteria outlined in Subsection 44.6(1) 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.
ATTACHMENT D

UNION MEMBERSHIP, DUES DEDUCTION, AND STATUS REPORTS

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.

A. 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.

x.1 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.

x.2 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.

x.3 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.

x.4 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
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)

x.5 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.

x.6 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.

x.7 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.

NEW EMPLOYEES

The parties agreed to amend the 2017-2019 collective bargaining agreement by adding the following:

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.
<table>
<thead>
<tr>
<th>Tentatively Agreed To:</th>
<th>For the Employer:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Nicky McCaw</td>
</tr>
</tbody>
</table>

For the Union:

Date: 6/25/19

Date: 6/25/19
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1199NW

MOU – NWH CLINIC STAFF

Prior to September 1, 2019, the parties will complete bargaining for all unfinished articles to integrate the NWH clinic staff employees into the existing NWH 1199NW bargaining units.

This agreement expires June 30, 2021.

Tentatively Agreed To:

For the Union:  

[Signature]

Date: 6/25/19

For the Employer:  

[Nicki McCrae]

Date: 6/25/19
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.

Tentatively Agreed To:

For the Union:  

[Signature]

Date: 6/25/19

For the Employer:

[Signature]

Date: 6/25/19
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.

Tentatively Agreed To:

For the Union: 
[Signature]
Date: 6/25/19

For the Employer: 
[Signature] Nicki McCraw
Date: 6/25/19
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.

Tentatively Agreed To:

For the Union: ________________________
[Signature]

Date: 5/25/19

For the Employer: ________________________
[Signature] Nicki McCraw

Date: 6/25/19