

~~PROPOSED~~ ACCRETION AGREEMENT

~~*This proposal is contingent upon a signed Unit Clarification Agreement between UW and SEIU 1199NW by 5 pm on August 5. If this contingency is not met, UW will present a different proposal for an Accretion Agreement.*~~

The University of Washington (“UW”), UW Physicians Network dba UW Neighborhood Clinics (“UWNC”) and SEIU Healthcare 1199NW (“Union”) enter into this Accretion Agreement (“Agreement”) to set forth the understanding reached between the parties with respect to the transition of certain employees of UWNC to employment by UW.

PURPOSES AND EFFECTIVE DATE

- A. UW Medical Center currently operates a hospital with two campuses, with associated clinics. UWNC operates neighborhood clinics throughout Western Washington.
- B. The Union currently represents two (2) bargaining units at UW Medical Center’s Northwest campus (“UWMC-NW”): the Professional Unit; and the Service and Maintenance Unit (collectively, the “UWMC-NW Bargaining Units”). Each of the UWMC-NW Bargaining Units has a collective bargaining agreement that expires on June 30, 2021 (collectively, the “UWMC-NW CBAs”).
- C. The Union also represents a bargaining unit of employees at certain of the UWNC clinics (the “UWNC Bargaining Unit”).
- D. Upon the Effective Date, UWNC will cease performing the work that is currently performed by the employees in the UWNC Bargaining Unit (for the purposes of this Agreement, the “UWNC Unit Work”). UW intends to begin performing the UWNC Unit Work effective January 1, 2021.
- E. On the Effective Date, certain of the UWNC employees in the UWNC Bargaining Unit will convert to become employees of UW and of the State of Washington.
- F. Pursuant to a 2019 Memorandum of Understanding, Clinic Accretion Agreement, employees at UWMC-NW specialty care and primary care clinics were included in the UWMC-NW Bargaining Units. On the Effective Date, the UWNC clinics will be integrated with the UWMC-NW primary care clinics. The combination of the primary care clinics operated by UWMC-NW prior to the Effective Date and those UWNC clinics that will be integrated with UWMC-NW on the Effective Date shall be referred to in this Agreement as “UWMC-NW Primary Care Clinics.” A list of the UWMC-NW Primary Care Clinics is attached hereto as Exhibit A.
- G. This Accretion Agreement is effective upon signing. Except as provided below, changes in terms and working conditions for bargaining unit employees represented by the Union at UWNC shall commence on January 1, 2021 or the date such operations are integrated, whichever is later (the “Effective Date”). If the Effective Date is later than March 1, 2021, the Union shall have the option to open this Accretion Agreement for re-negotiation.

H. This Accretion Agreement specifies the terms and conditions of employment of employees accreted into the UWMC-NW Bargaining Units commencing on the Effective Date.

I. Permanent Accreted Employees with an active SEIU 1199NW appointment at UWNC and in pay status during the pay period in which the contract is ratified through May 31, 2021, shall receive a one-time lump sum payment. The amount of the one-time payment is dependent on the number of eligible employees and is based on an employee's FTE as of May 31, 2021. \$73,500 will be divided among eligible employees; employees with FTEs above .6 will receive 2x the lump sum as employees with FTEs at or below .6. The lump sum payment will be rounded to the nearest whole dollar.

J. The lump sum payments described above will be paid by the Employer on June 25, 2021. The lump sum amount is income subject to applicable withholdings.

K. Provisions I-J above are not applicable to Per Diem or Temporary Employees.

TERMS

1. Pursuant to the Agreement for Unit Clarification of UWMC-NW Bargaining Units Following UWNC Integration, executed on August __, 2020 (the "UC Agreement"), commencing with the Effective Date, UWNC employees in the job classifications identified in Exhibit B to this Agreement shall be accreted into the applicable UWMC-NW Bargaining Unit (the "Accreted Employees"), as specified in Exhibit B.

2. It is recognized that only those UWNC employees who become employees of UW shall be Accreted Employees covered by this Agreement.

3. Except as described in subsequent paragraphs below, upon accretion into the UWMC-NW Bargaining Units, all terms of the applicable UWMC-NW CBA, as supplemented by the 2019 Memorandum of Understanding, Clinic Accretion Agreement (collectively, the "UWMC-NW CBA"), will apply.

4. Upon accretion into the UWMC-NW Bargaining Units, except outlined below, the Accreted Employees shall be placed on the new ranges in the applicable UWMC-NW CBA at a step closest to, but not less than, their current rate of pay. Further movement on the pay scale shall be as described below and in the applicable UWMC-NW CBA. Accreted Employees paid above the max automatic step of their new pay range will be y-rated (frozen) at their pre-Effective Date rate of pay until the UWMC-NW pay range catches up to their rate of pay.

Accreted Employees in the Medical Assistant and Back Office Clinical Coordinator classifications will receive a one-step increase effective November 29, 2020. Accreted Employees in the Medical Assistant and Back Office Clinical Coordinator classifications will be placed on the new ranges in the applicable UWMC-NW CBA at a step closest to, but not less than, their current rate of pay. If this step placement results in placement on a non-monetary step, the employee will be moved up the range to the last non-monetary step in that non-monetary step series.

4.5. All hours worked as a UWNC employee by Accreted Employees 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.

6. Commencing with the Effective Date, Per Diem employees in the UWNC Bargaining Unit, also known as Temporary Employees at UWMC-NW, shall be treated the same as analogous Temporary Employees at UWMC-NW. A represented per diem 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 at UW in an hourly paid bargaining unit classification, exclusive of overtime worked. These terms are outlined in WAC 357-19-435(1). Accreted Employees with an FTE below 0.5 will transition as temporary hourly employees.

~~5.7. UWNC employees on the bargaining team will be compensated for all hours participating in the transition bargaining that they would have worked. UWNC employees on the bargaining team will be compensated for hours participating in the transition bargaining per the MOU to the UWNC contract that addresses successor agreements.~~

~~6.8. Accreted Employees who have requested reasonable accommodation for a disability may, in UW's discretion, be asked to participate in UW's interactive process if and when UW receives notice of the accommodation.~~

7.9. On the Effective Date, the Accreted Employees will be included in the same Public Employees Benefit Board authorized state-employee benefits and the same wellness plans as analogous employees in the UWMC-NW Bargaining Units. 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.

On the Effective Date, the Accreted Employees will be included in the same retirement plans as analogous employees in the UWMC-NW Bargaining Units. UW has provided the Union with information about the relevant plans. No other retirement plans shall be offered to Employees. ~~The UWNC Plan will terminate in January 2021, following the last payroll. Vesting will accelerate at that time to 100% for all Accreted Employees. On the date of the Plan Termination all plan participants will become fully vested in their account balance, regardless of the Plan's vesting schedule.~~

~~10. Retirement Transition for SEIU 1199NW members at UWNC~~

~~On the last paycheck of December 2020, UWNC will pay a lump sum, taxable amount to each Full-time and Part-Time bargaining unit employee who meets all of the following criteria:~~

~~(i) The employee must be a UWNC employee as of the date of payment; and~~

~~(ii) The employee will be at least age 60 on January 1, 2021.~~

~~(iii) The employee will have 15 years or greater continuous/unbroken years of service at UWNC; and~~

~~(iv) By December 1, 2020, the employee must have committed, on a form acceptable to UWNC, to continuing to work at UWNC after transitioning to UW employment.~~

~~The lump sum payment shall be equal to two (2) times the amount UWNC contributed to the UWNC Retirement Plan on behalf of the employee for the calendar year 2019.~~

~~8.11.~~ It is recognized that, upon the Effective Date, UW cannot recognize dues deduction authorizations submitted to UWNC prior to the Effective Date. In order to provide the Accreted Employees with the opportunity to exercise the choices afforded them by law, no later than December 1, 2020, the Union will issue the Notice attached to this Agreement as Exhibit C to all the Accreted Employees. The Notice must be in at least 12 point font and not associated with any other Union communication. Pursuant to that Notice, the Union will honor any employee's request to opt out of dues deduction from payroll if submitted to UW and the Union by January 31, 2021. UW will continue to honor dues deduction authorizations submitted to UWNC for Accreted Employees who do not opt out pursuant to the Notice, except as required by law.

~~9.12.~~ It is recognized that, after the Effective Date, no individual employee may have a paid FTE greater than 1.0 when all assignments at the University of Washington are aggregated. UW will work with employees who will be affected by this restriction.

~~10.13.~~ Commencing with the Effective Date, Accreted Employees will be on UW's Monday through Sunday payroll work week and will be paid on a semi-monthly schedule in accordance with UW's customary payroll practices.

~~11.14.~~ Upon the Effective Date, the Accreted Employee's Progression Start Dates (PSD's) at UW will be set as follows:

Regular Employee: first of the month based on their UWNC Periodic Increment Date with 2020 as the year. For example, a UWNC Step Date of 2/6/20 would transition to a PSD of 2/1/20 and a UWNC Step Date of 10/28/20 would transition to a PSD of 10/1/20.

After the Effective Date, PSD's will be maintained as follows:

Annually the salary of employees covered by the UWMC-NW Bargaining Units will be increased by one step on the employee's PSD until the employee has reached the top step of the appropriate salary range. For purposes of periodic salary step increases, the PSD 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 unpaid time off eighty (80) hours pro-rated by FTE, the PSD will be extended by one (1) month. Unpaid time off 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 PSD.

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

~~12.15.~~ Commencing with the Effective Date, Employees will be treated the same as analogous employees in the UWMC-NW Bargaining Units 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 UWNC prior to the Effective Date shall be counted toward the probationary and trial service periods. An employee who has already completed a probationary or trial period at UWNC will not be required to serve the same period for the same position at UW.

~~13.16.~~ Commencing with the Effective Date, Accreted Employees' length of service for seniority and toward a higher vacation accrual rate will be calculated according to UWMC-NW practice, applying their employment date currently used by UWNC.

~~14.17.~~ For Article 6.2 "Layoff" of the UWMC-NW CBAs, the layoff unit shall be the UWMC-NW Primary Care Clinics.

~~15.18.~~ UW's workers' compensation program is insured through the State of Washington. On the Effective Date, Accreted Employees will become covered by UW's program for work-related injuries or illnesses that occur while employed by UW.

~~16.19.~~ Accreted Employees will be paid for the New Year's Day holiday in accordance with the applicable UWMC-NW CBA if they were in paid status on their last scheduled shift at UWNC, and not on leave without pay immediately before the Effective Date.

~~17.20.~~ Accreted Employees who are on leave of absence as of the Effective Date will have opportunities to continue leaves pursuant to the applicable UWMC-NW CBA and UW practices.

~~18.21.~~ Any active disciplinary actions by UWNC shall be placed in the Accreted Employees' personnel files and remain active after the date of the transition, subject to the terms of the applicable UWMC-NW CBA.

~~19.22.~~ Vacation/PTO. Accreted Employees with an FTE of 0.5 or higher who have accrued unused PTO as of the Effective Date shall have such amount transfer to UW on the Effective Date as Vacation Time Off. UWNC employees with PTO time in excess of 240 hours when they become UW employees shall be permitted to keep and utilize the vacation time until June 30, 2021. On July 1, 2021, vacation time off accrual limits will be managed per the UWMC-NW CBA and UW practices. Scheduled vacations that have been approved by UWNC prior to the Effective Date may be taken.

21.1. As described in Paragraph 6 above, Accreted Employees with an FTE less than 0.5 at UWNC will transition to become Temporary Employees upon

the Effective Date. Such Temporary Employees who have accrued unused PTO as of the day preceding the Effective Date shall be paid the value of such PTO by UWNC.

~~_____EIB.~~ All accrued but unused remaining EIB as of the Effective Date will be converted, on an hour for hour basis, into a new time off plan called the UWNC Carryover. UWNC Carryover may be used in the same way as UW Sick Time Off, except that UWNC Carryover cannot be cashed out at retirement, death or other separation, cannot be donated as shared leave, will not be considered in the Annual Attendance Incentive Program, does not transfer to positions outside UW Medicine Health System, and will not transfer if the employee takes a job with another state agency. Employees may use UWNC Carryover and UW Sick Time Off on their first absence. Accreted Employees who have this time off will be encouraged to use it to cover absences when appropriate before using UW Sick Time Off.

~~20.23.~~ Article 20 “Committees” of each of the UWMC-NW CBAs shall be interpreted to provide two Labor/Management Committees for each bargaining unit: one for inpatient employees and one for UWMC-NW Primary Care Clinics employees and specialty clinic employees. The committees for the clinic locations shall be limited to ~~five-seven (75)~~ employer representatives and ~~five-seven (75)~~ bargaining unit employees, with not more than one (1) employee from each location.

23.1 At the request of either party, a scheduled Labor/Management Committee meeting for clinic employees may be limited to UWMC-NW Primary Care Clinics to focus on issues arising out of the primary care clinics.

~~21.24.~~ Article 21 “Health and Safety Committee” of each of the UWMC-NW CBAs shall not apply to UWMC-NW Primary Care Clinics. For UWMC-NW Primary Care Clinics employees, the following shall apply instead:

- A. The clinics 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, including maintaining a Safety Committee. At least one (1) representative of the Safety Committee shall be appointed by the Union.
- B. 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.
- C. 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.

- D. 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 Hospital's Worker's Compensation Program.

22-25. Article 25 "Subcontracting, Sale or Transfer" of the UWMC-NW CBAs shall not apply to UWMC-NW Primary Care Clinics employees. Instead, the following shall apply:

- A. Successor. This Agreement shall be binding upon any successor. The Employer will not be responsible for a successor's failure to deduct and transmit authorized dues and/or voluntary political action funds.
- B. Contracting Out. It is the intent of UWMC-NW to minimize the employment of contract, agency and traveler personnel. UWMC-NW will continue its efforts to recruit and retain a broad base of regular full-time and part-time employees. The Parties recognize the past practice and continuing necessity of utilizing agencies to supply temporary help. Students may be used by the employer as long as such use is for bona fide training purposes and not for the purpose of replacing members of the Bargaining Unit.
- During the duration of this Agreement, there will be no subcontracting of bargaining unit work that results in the layoff of bargaining unit employees who are employed prior to the time of the execution of the 2019 UWNC CBA.
- Notwithstanding the foregoing, UWMC-NW shall have the authority to transfer, combine, or integrate any part of the Employer's operations covered by this Agreement to or with other components of UW Medicine or with any unit, department or affiliate thereof. UWMC-NW shall provide the Union as much notice as possible, and in no event less than 45 days' notice, of any such plans.
- This Article is not intended to modify the Management Responsibilities provisions of the UWMC-NW CBAs or UWMC-NW's obligations to negotiate about the impacts of management decisions. Nothing in this Agreement shall infringe on UWMC-NW's rights to cease operating or transfer the operation of any clinic.

23-26. It is the intent of this Agreement that bargaining unit employees of UWMC-NW Primary Care Clinics shall be subject to the same terms and conditions of employment regardless of location.

24.27. This Accretion Agreement fulfills all obligations on the part of UWNC and the Union to bargain about the effects of the integration. This Accretion Agreement also fulfills and supersedes any obligations of the parties under the UWMC-NW CBAs and the UWNC CBA. Any disputes between UW and the Union concerning this Accretion Agreement arising prior to the Effective Date shall be resolved pursuant to the grievance procedures in the UWMC-NW CBAs. Any disputes between UWNC and the Union concerning this Accretion Agreement arising prior to the Effective Date shall be resolved pursuant to the grievance procedures in the UWNC CBA. Any dispute about this Accretion Agreement arising after the Effective Date shall be resolved pursuant to the grievance procedures in the UWMC-NW CBAs.

25.28. The UWNC CBA shall terminate as of the Effective Date.

29. Inasmuch as the Accreted Employees will be subject to the UWMC-NW CBAs after the Effective Date, the execution of this Accretion Agreement constitutes a withdrawal of all grievances filed by the Union against UWNC. — the following grievances:

Grievance dated August 15, 2019, Article 21.2 – Regular employees 2%

Grievance dated August 15, 2019, Article 7.8, Article 21.2 – Per Diems 2%

Grievance dated July 17, 2019 MA Apprentice.

In consideration of the terms set forth below, the Union and UWNC agree as follows:

1. The Union agrees not to file any subsequent grievances concerning the subject matters addressed in the grievances identified above.

2. Upon ratification, UWNC agrees to pay Bentli Firchau, Jennifer Page, Lisa Zukaitis a one-time payment of \$500 each. The lump sum amount is income subject to applicable withholdings.

3. No other payments shall be due related to the withdrawn grievances.

30. UWNC and the Union will make diligent efforts to ensure all pending grievances are resolved to mutual satisfaction, prior to the Effective Date. However, in the event any grievance filed under the UWNC CBA has not been resolved prior to the Effective Date, the Union shall be permitted to continue processing of such grievance up to and including arbitration, under the terms of the UWNC CBA. Any grievance based on events occurring prior to the Effective Date may be filed after the Effective Date, if within applicable timelines, and processed under the terms of the UWMC-NW CBA, and will not be procedurally invalid due to the facts arising prior to the Effective Date.

26.31. This Agreement is the full and final agreement between the parties regarding the integration of UWNC employees into UW, and supersedes all prior agreements, proposals, and statements. No party is relying on any statement or promise not contained in this Agreement.

27.32. The parties may agree to modify this Agreement, provided that such modification is in writing and signed by all parties.

UNIVERSITY OF WASHINGTON

DocuSigned by:
By: *Kristi Aravena*
Name: ~~Kristi Aravena~~
Title: Director, Labor Relations
Date: 8/28/2020

SEIU 1199NW

DocuSigned by:
By: *Jane Hopkins*
Name: Jane Hopkins
Title: Executive Vice President, RN
Date: 8/31/2020

UW PHYSICIANS NETWORK DBA UW
NEIGHBORHOOD CLINICS, a Washington
nonprofit corporation,

DocuSigned by:
By: *Pranika Jain*
Name: Pranika Jain
Title: Human Resources Director, UW
Medicine
Date: 8/29/2020

DocuSigned by:
By: *Debra Gussin*
Name: Debra Gussin
Title: Associate Vice President, UW
Medicine
Date: 8/31/2020

EXHIBIT A

Primary Care Central Region (currently UWNC):

Ballard Clinic, Belltown Clinic, Ravenna Clinic, Shoreline Clinic and South Lake Union Clinic

Primary Care North Region (currently UWNC):

Lopez Island Clinic, Northgate Clinic, Orcas Island Clinic, Smokey Point Clinic and Woodinville Clinic

Primary Care Northwest Region (currently UWMC-NW):

Fremont Clinic, Lake Forest Park Clinic, North Seattle Clinic, NWH Main Campus Clinic, Outpatient Medical Center Clinic (OPMC)

Primary Care South/East Region (currently UWNC):

Factoria Clinic, Federal Way Clinic, Issaquah Clinic, Kent/Des Moines, Olympia Clinic

Note: These are the Primary Care clinics of UWNC and UWMC-NW as of August 5, 2020. Clinics that are no longer owned/operated by UWNC or UWMC-NW as of the Effective Date will not be covered by the Accretion Agreement.

EXHIBIT B

EXHIBIT C

December 1, 2020

To: SEIU 1199NW Represented Employees At UWNC

Once you become public employees on January 1, 2021, the Supreme Court's decision in *Janus v. AFSCME* holds that you may opt out of paying membership dues either directly or through payroll deduction, as a condition of employment at the University of Washington (UW). To opt out of paying dues by payroll deduction, you must provide written notice to UW at (*email*) and SEIU 1199NW at (*email*) by January 31, 2021. Those who do not opt out by this date will continue to have dues deducted pursuant to the terms of payroll authorization on record with UWNC. To continue your membership, you need do nothing. The elected leaders of SEIU 1199NW believe all employees in Washington benefit from coming together to protect and defend our profession. Therefore, we encourage you to continue your membership or join today. If you would like to explore the benefits of membership and the value of belonging, contact

_____.