

**UW Physicians**

**SEIU  
Local 925**

**Association of University Physicians, d/b/a  
University of Washington Physicians**

and

**Service Employees International Union,  
Local 925**

**Collective Bargaining Agreement**

**July 1, 2010 - June 30, 2013**

## TABLE OF CONTENTS

ARTICLE 1. PURPOSE.....	2
ARTICLE 2. JOINT UNION-MANAGEMENT COMMITTEE .....	2
ARTICLE 3. NONDISCRIMINATION.....	3
ARTICLE 4. UNION MEMBERSHIP.....	4
ARTICLE 5. HOURS OF WORK.....	5
ARTICLE 6. PROMOTION, TRANSFER AND PROBATIONARY PERIOD. ....	7
ARTICLE 7. TEMPORARY EMPLOYEES .....	11
ARTICLE 8. HOLIDAYS .....	11
ARTICLE 9. LEAVES OF ABSENCE .....	12
Section 1. Annual Leave. ....	12
Section 2. SICK LEAVE .....	13
ARTICLE 10. BEREAVEMENT LEAVE.....	18
ARTICLE 11. JURY DUTY .....	18
ARTICLE 12. BENEFITS.....	19
ARTICLE 13. TRANSPORTATION AND PARKING .....	22
ARTICLE 14. DEVELOPMENT AND TRAINING .....	22
ARTICLE 15. GRIEVANCE PROCEDURE .....	24
ARTICLE 17. STEWARDS.....	29
ARTICLE 18. JOB DESCRIPTIONS .....	30
ARTICLE 19. CLASSIFICATION, ALLOCATION AND WORKLOAD.....	31
ARTICLE 20. PERFORMANCE EVALUATIONS .....	31
ARTICLE 21. REDUCTION IN WORK FORCE.....	33
ARTICLE 22. SENIORITY.....	34
ARTICLE 23. TECHNOLOGICAL CHANGE .....	34
ARTICLE 24. HEALTH AND SAFETY.....	36
ARTICLE 25. ON-THE-JOB INJURIES .....	36
ARTICLE 26. PERSONAL COMPUTER (PC) USERS.....	37
ARTICLE 27. PERSONNEL RECORDS ACCESS.....	38
ARTICLE 28. UNION ACTIVITY .....	38
ARTICLE 29. NO STRIKE/LOCKOUT.....	40
ARTICLE 30. MANAGEMENT RIGHTS and RESPONSIBILITIES .....	40
ARTICLE 31. CONTRACTING OUT .....	40
ARTICLE 32. SUCCESSORSHIP .....	41
ARTICLE 33. SUBORDINATION, SAVINGS AND SEPARABILITY.....	41
ARTICLE 34. DURATION .....	41
ARTICLE 35. QUALITY OF WORK PLACE .....	41
ARTICLE 36. COMPLETE UNDERSTANDING AND AMENDMENT .....	42

## **ARTICLE 1. PURPOSE**

**Section 1. Purpose.** The purpose of this Agreement is to set forth terms and conditions of employment and to promote peaceful labor relations. The parties agree that it will be their mutual aim to promote fair and reasonable working conditions; systematic and effective employee-management cooperation; effective methods for the prompt adjustment of differences, misunderstandings, and disputes; and dignified and fair treatment of all employees in the implementation of policies and procedures.

**Section 2. Recognition of Bargaining Unit.** Association of University Physicians, doing business as the University of Washington Physicians (hereinafter known as the Employer or UWP) agrees to recognize Local 925, Service Employees International Union, AFL-CIO, CLC (hereinafter known as the Union) as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and working conditions for all designated regular full- and part-time clerical and data processing employees in those classifications listed in Appendix B. The unit specifically excludes all temporary employees as defined in this Agreement, confidential employees and guards, as those terms are defined in the National Labor Relations Act of 1947, as amended. Professional and technical employees will be included under the terms of this Agreement if:

- a) the Union wishes to represent them, and
- b) they elect to be represented by the Union.

**Section 3. New Positions.** New positions created shall be included in the bargaining unit if the work performed and the community of interests are similar in nature to other bargaining unit employees, provided the employer does not consider the new position confidential.

## **ARTICLE 2. JOINT UNION-MANAGEMENT COMMITTEE**

**Section 1. Committee Purpose.** The purpose of the Joint Union-Management Committee (JUMC) is to provide a forum for communication between the two parties to deal with matters of general Union/Employer concern. The JUMC is empowered to negotiate in good faith regarding the issues identified in this Agreement and other issues if mutually agreed upon in writing by both parties according to Article 36.

**Section 2. Committee Membership and Practice.** The Committee shall be composed of three (3) bargaining unit members appointed by the Union, and a Union staff representative and four (4) members appointed by management. Members of the Committee are excused according to Article 28, Section 7, regarding compensation for time spent in formal negotiations. The Committee

shall meet at the written request of an authorized representative of either party, and a meeting shall take place within thirty (30) calendar days after the request.

**Section 3. Committee Authority.** The Committee shall have the authority to bind the Employer and the Union to new terms of the sections of this contract specifically identified in this contract. All agreements reached by the parties will be reduced to writing.

### **ARTICLE 3. NONDISCRIMINATION**

**Section 1. Nondiscrimination.** The Employer and the Union shall not discriminate against any employee or group of employees because of sex, race, age, color, religious belief, national origin, physical disability, medical condition, political belief or affiliation, membership or non-membership in the Union, marital status, Vietnam-era veteran or sexual orientation.

**Section 2. Affirmative Action.** The Union and the Employer agree to abide by and support the applicable statutory and administrative laws pertaining to equal opportunity, affirmative action and elimination of employment inequities.

**Section 3. Harassment.** The Employer maintains a strict policy prohibiting unlawful sexual harassment and harassment because of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, age, sexual orientation or any other basis protected by federal, state or local law, ordinance or regulation. All such harassment is unlawful.

UWP's anti-harassment policy will apply to all persons involved in the operations of the company and prohibit unlawful harassment by any employee of UWP, including management and staff.

**Section 4. Sexual Harassment.** Sexual harassment takes many forms and includes many kinds of behavior. Sexual harassment involves unwelcome and unwanted behavior by a person of either gender towards a person of the same or opposite gender. It refers to conduct that is personally offensive, that is sexual in nature, that creates a hostile environment, and/or interferes with work effectiveness.

Unwelcome sexual advances, requests for sexual favors, and/or other verbal or physical conduct, written communication, or actions of a sexual nature are to be considered sexual harassment when:

1. submission to such conduct is made either explicitly or implicitly a term of an individual's employment;
2. submission to, or rejection of such conduct is used as a basis for employment decisions affecting such individuals;

3. such conduct has the purpose or effect of unreasonably interfering with an individual's work and/or creates an intimidating, hostile, or offensive work environment.

If any employee perceives that sexual harassment has occurred, or knows of unlawful harassment occurring in the work place, the employee must notify a manager or director or Human Resources. UWP will promptly investigate complaints of sexual harassment and will take appropriate corrective action, up to and including termination of an employment or other business relationship, if it determines that a violation of this policy has occurred.

An employee who raised a claim of sexual harassment who does not believe the situation was satisfactorily resolved may file a grievance. Grievances under this Article proceed directly to Step 2 of the grievance procedure, and are specifically excluded from arbitration. If the grievance is not resolved at this step, the affected employee may seek legal remedies. If the grievance settlement is in the employee's favor and the employee does not wish to return to or remain in his/her old job, the employee shall be entitled to transfer to a comparable position at the same salary and benefits. In the event there is not an appropriate vacancy the Employer will create a temporary position until a vacancy becomes available.

**Section 5. Public Reprimand.** No employee shall be subjected to public reprimand. Public reprimands shall constitute a grievance and/or progressive disciplinary action.

## **ARTICLE 4. UNION MEMBERSHIP**

**Section 1. Maintenance of Membership.** All bargaining unit employees who, on the date of ratification of this Agreement, are members of the Union and all employees who voluntarily become members thereafter shall, as a condition of continued employment, maintain their membership in the Union in good standing for the duration of this Agreement. Any employee who is a member of the Union may voluntarily withdraw from the Union by giving written notice to the Union by certified mail within the last thirty (30) days prior to the expiration date of this Agreement.

The Union shall fairly represent all employees covered by this Agreement. Therefore, as a condition of employment, all employees hired on or after July 1, 1995, who are covered under this agreement shall, within sixty (60) days of employment, either execute a union membership card and payroll deduction form, or a fair share payroll deduction form and shall have a fair share fee deducted from their payroll checks for chargeable Union costs relating to collective bargaining, contract administration, and grievance adjustment. Any employee covered by this clause who is a member of the Union may voluntarily withdraw their membership from the Union and pay a fair share fee by giving

written notice to the Union within thirty (30) days prior to the expiration date of this Agreement.

**Section 2. Dues and Fair Share Deduction.** The Employer shall provide for the semimonthly payroll deduction of union dues or fair share fees for any employee submitting a signed payroll deduction authorization form to the Employer, and pay the total amount to the Union. These transmittals shall occur monthly, and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

The Union shall indemnify and save harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the Employer in making payroll deductions as herein provided or in complying with this Union Membership Article.

**Section 4. COPE Deduction.** The Employer will deduct any voluntary, written authorized contribution to the SEIU Committee on Political Education (COPE) from the semi-monthly pay of members. These contributions shall be paid to the order of SEIU COPE but shall be transmitted to Local 925, monthly.

**Section 5. Listing of Employees.** The Employer shall provide the Union with a monthly listing of all employees in the designated bargaining unit who changed their status (i.e., termination, transfer, extended leave) and all new employees with department, work phone, job classification, date of hire and home address.

**Section 6. Membership Orientation.** The Employer agrees that all employees in the bargaining unit shall on or before thirty (30) days from the date of their employment, have the opportunity to attend a one-hour orientation with the Union during normal working hours and will have the option of becoming members of the Union. A union member shall be granted paid release time to provide the orientation.

## **ARTICLE 5. HOURS OF WORK**

**Section 1. Definition.** The standard work week at UWP is 40 hours, exclusive of lunch periods.

- (1) Full-time Employee. An employee scheduled to work forty hours per week in a seven-day period.
- (2) Part-time Employee. An employee scheduled to work a minimum of twenty hours per week, but less than forty hours per week in a seven-day period.

**Section 2. Lunch and Rest Periods.** Each employee will be provided with one fifteen-minute rest period for each four-hour period of work. It is the Employer's intention to provide uninterrupted rest breaks. Standard lunch periods are a minimum of thirty minutes, unpaid and on the employee's own time, provided the employee is off duty for that meal period. It is the Employer's intention to provide uninterrupted meal breaks.

**Section 3. Overtime.** An employee may be requested or may request to work overtime due to the demands of their position and/or the needs of the department. Overtime will be paid for time worked beyond forty hours in a work week. Overtime will be paid at a rate of one and one-half times the employee's hourly rate.

**Section 4. Shift Assignment Notification.** The Employer agrees to provide a minimum of seven calendar days' notice to an employee in the event of an Employer directed permanent change in the employee's shift assignment or work schedule.

**Section 5. Alternative Work Schedules.** Employees shall be allowed to establish flexible work schedules with the approval of the departmental manager and appropriate director. Flexible hour schedules will be determined based on job responsibilities, supervision requirements, and departmental core working hours.

A ten-hour, four-day work week is offered to applicable positions at UWP to boost morale, increase family time, decrease job-related stress, and reduce the amount of commuter traffic and parking congestion. Both the Union and the Employer recognize that not all positions at UWP are feasible to work four, ten-hour shifts per week. Positions are eligible for this schedule only if productivity, scheduling, patient service, and physician service issues can be resolved to the satisfaction of the Employer.

Management will determine which positions are appropriate, and will explain any denials to the employee(s). Management reserves the right to alter or end this program at any time and for any reason, provided that affected employees are given at least thirty (30) days' notice of schedule changes. Management agrees to make reasonable efforts to resolve problems prior to changing employee schedules or terminating the program.

**Section 6. Telecommuting Work Schedules.** Both parties agree that telecommuting should be considered as a means to use office space more efficiently, improve productivity, employee morale and retention. If an employee believes that a minimum of one equivalent workday per week of his/her work could be done while telecommuting, and telecommuting would benefit the company, the employee may submit a proposal to his/her manager. Management will have the final say as to which positions will be allowed to

telecommute. These decisions will not be subject to the grievance and/or arbitration provisions of this agreement.

**Section 6.1.** In the event of a UWP system failure that precludes a teleworker from accessing UWP's computer system, the teleworker will notify UWP as soon as possible. The teleworker should complete whatever non-computer dependent work s/he can for the time remaining on his/her shift. If the system is down, s/he will be paid for up to four hours. If UWP's system fails in excess of four hours, the teleworker may choose to use either vacation time, sick leave or leave without pay for down time in excess of four hours. The teleworker may also, at his/her option, report to the work site to complete his/her shift, or may make up the missed time during the same work week.

**Section 6.2.** In the exceptional case, when it is necessary for a telecommuter to switch days of telecommuting, the employee will e-mail his/her supervisor as early as practical. The supervisor will respond within 24 hours unless not practicable and will approve the request unless it is incompatible with business necessity (i.e., mandatory meetings, training, coverage, disruption, or specific work assignments). If an employee disagrees with the denial, s/he may seek review through Steps 1 and 2 of the grievance procedure.

**Section 7. Flex Time.** An employee may make up missed time during the same week it is missed if it does not exceed eight hours and if approved by management. Employees who are asked to work beyond their scheduled shift and who agree to do so may take the time off the same work week on an hour-for-hour basis with mutual agreement.

**Section 8. Overtime Notification.** An employee shall be given as much advance notice of overtime as possible.

**Section 9. Distribution.** UWP shall make a reasonable effort to equally distribute offers of available overtime among the employees in the job classification, in the department, and on the shift affected, beginning with the qualified employee who has the least number of overtime hours recorded. UWP will determine the qualifications required for overtime assignments.

## **ARTICLE 6. PROMOTION, TRANSFER AND PROBATIONARY PERIOD.**

**Section 1. Job Openings.** Position vacancies shall be posted internally with salary and job requirements for ten (10) working days. All minimum qualifications required for the job must be published on the job posting. All internal candidates who apply within the 10 day period shall be interviewed prior to the hiring department viewing external applications or interviewing external candidates.

Copies of all bargaining unit job postings shall be sent to the Union. Any internal candidate who is not awarded a promotion or transfer for a job may request a

written explanation of the denial. The explanation will include the specific qualifications of the successful candidate which exceed the internal candidate's qualifications. External recruitment shall have the same salary range and qualification requirements as the internal posting.

**Section 2. Job Advancement.** It is the policy of the Employer to promote from within and encourage job advancement whenever possible. Internal candidates shall be given preference for job openings when ability and skills are otherwise equal. When these qualifications are approximately equal among internal candidates, seniority shall govern.

**Section 3. Voluntary Transfers.** The Employer recognizes that upon occasion an employee may desire to transfer to another division or department of UWP in order to gain additional experience or new types of on-the-job training. The Employer will consider such employees for any openings in their desired work area, following the same procedure as for job advancement. The employee continues to receive his/her current rate of pay and continues to be eligible for step increases; the employee's anniversary date is not changed by such a reassignment.

**Section 4. Pay for Promotion, Demotion, Transfer.** If an employee is reassigned to a different position, he/she shall:

- a) To a position with a lower range of pay for other than disciplinary reasons –
  - i. Temporary Assignment: The employee continues to receive the rate of pay in the range and step of his/her regular position; the employee's anniversary date is not changed by such a reassignment.
  - ii. Regular Assignment: If the employee's salary is higher than the maximum rate of pay for the new position, the employee continues to receive his/her previous rate of pay until the salary rate for the new position meets or exceeds the employee's previous rate of pay. If the employee's salary is within the salary range of the new position, the employee continues to receive his/her previous rate of pay until the employee is eligible for a step increase. The employee's anniversary date is not changed by such a reassignment.
- b) To a position with a higher range of pay -- When a bargaining unit employee is promoted or is assigned to perform the job of another bargaining unit employee at a higher level position for more than five (5) working days within a ten (10) working day period, he/she shall be compensated at the lowest step in the salary range of the

higher level position, or a 5% increase over the employee's current salary, whichever is greater. If a bargaining unit employee is temporarily assigned to perform as "*acting manager*," he/she will receive a 10% increase over his/her present salary for the duration of the assignment. The designation acting manager shall be at the sole discretion of the Employer. Said increase shall be effective as of the first day of the assignment. Such assignments will be made with the approval of the appropriate manager. Employees who are promoted are eligible for step increases on the anniversary date of their promotion; employees who are temporarily assigned to a higher level position continue to be eligible for step increases on the anniversary date of their appointment to their regular position.

- c) To a different position with the same range of pay:
  - i) Temporary assignment. The employee continues to receive the rate of pay in the range and step of his/her regular position; the employee's anniversary date is not changed by such a reassignment.
  - ii) Regular Assignment. The employee receives a five percent (5%) increase; provided, however, that no such increase is payable where the lateral transfer is made following the elimination of the employee's prior-held position and to avoid layoff. The employee's anniversary date is not changed by such a reassignment.

**Section 6. Probationary Period – New Employees.** New part-time and full-time employees complete a probationary period of employment before attaining status as a regular employee. For the purposes of this agreement, the words "regular employee" shall mean an employee who has successfully completed the probationary period and whose continued employment is subject to the terms of this agreement.

During the probationary period, employment shall be at the sole discretion of UWP. UWP reserves the right to terminate a probationary period employee with or without cause. Employees shall be probationary period employees until they have completed six (6) months of service.

**Section 7 – Probationary Period – Representation.** The Union shall represent newly hired probationary period employees for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment as specified in this Agreement. A newly hired probationary period employee shall not have recourse to the grievance and arbitration procedures with respect to layoff, transfer, demotion, discharge, suspension, or disciplinary action. The Employer agrees that prior to any disciplinary action, layoff, transfer, demotion,

suspension or discharge, the employee will be given specific reasons leading to the action in writing. Upon request by the employee, and within fourteen (14) days of the disciplinary action, a meeting to explain such action(s) shall be held with the appropriate director. At the employee's request, a representative of the Union shall attend this meeting. The intent of this meeting is not to alter the action or its consequences in any way, but solely to explain why the action was taken. While failure to follow these procedures is subject to the grievance and arbitration procedure, the arbitrator may not modify UWP's decision to layoff, transfer, demote, discharge, suspend, or take disciplinary action with respect to a probationary employee.

**Section 8 – Evaluation.** Supervisors will provide probationary employees with a documented performance feedback, with sufficient time allowed to show improvement in the area(s) of deficiency, unless UWP determines performance deficiencies justify immediate termination. A Union steward or representative may meet with the employee and his/her manager to discuss goals and criteria upon request of the probationary period employee.

**Section 9 – Newly Hired Probationary Employees – Benefits.** Probationary period employees shall receive all health, life, and dental benefits from the first day of the month following their hire date, as specified in Article 12 of this Agreement. Employees who commence employment on the first day of the month shall begin coverage on that date. Probationary period employees shall be eligible to use sick leave as accrued, and shall receive all holidays. Probationary period employees shall accumulate vacation time; accrued time shall not be used until regular status is attained except in special circumstances and with approval from the Director of Human Resources. The granting or denial of use of annual leave for special circumstances in the probationary period is not subject to the grievance and arbitration procedures.

When an employee successfully completes his/her probationary period, then seniority shall be retroactive to his/her date of hire as a regular employee.

**Section 10 – Trial Service Period – Promoted or Transferred Employees.** If an employee who holds regular status in another position with UWP accepts a transfer or promotion and is unable to perform satisfactorily in the new position during the first six (6) months, that employee will be returned to his/her previous position, if vacant. If not, that employee will be transferred to another vacant position for which the employee is qualified. If there is no vacant position, the employee will be laid off after 60 days unless and until another position for which the employee is qualified becomes vacant. In the case of layoff, the recall provisions of Article 21 apply. A promoted or transferred trial service period employee shall not have recourse to the grievance and arbitration procedures with respect to returning that employee to his or her prior position.

## **ARTICLE 7. TEMPORARY EMPLOYEES**

**Section 1. Temporary Employees.** A temporary employee is one who is informed at the time of hire that the terms of employment are for a limited period of up to six (6) months for a specific project, leave, or vacation period. The six-month period may be extended, at the sole discretion of the employer, to correspond with an extended leave by a regular employee. This extension does not change the temporary employee's status. Temporary employees have no seniority and are not covered by the terms of this Agreement.

**Section 2. Posting.** Should a temporary position develop into a regular position, it will be posted and filled per Article 6, to give all eligible regular employees an opportunity to apply. Temporary employees may compete for the temporary position which has become a regular position, but they will receive no special consideration over regular employees, based on their familiarity with the position. Temporary employees may compete for other open regular positions, but their applications will not be provided to the hiring department, and they will not be interviewed, until all regular internal candidates who apply within the 10 day period have been interviewed.

## **ARTICLE 8. HOLIDAYS**

### **Section 1. Holidays**

The Employer recognizes eleven (11) paid holidays per year:

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Day
11. Personal Holiday

An employee must be in pay status on the working day before and after a holiday in order to be paid for the holiday.

**Section 2. Full-Time Employees.** Holiday pay for an eligible full-time employee shall be computed on the basis of an employee's regular straight time pay-

**Section 3. Part-Time Employees.** Part-time employees shall be entitled to holiday pay for each holiday, pro-rated on the weekly average number of hours worked.

**Section 4. Holiday Pay.** Any employee required to work on a holiday or any portion thereof, will be paid for the holiday and will receive an additional hour's pay at the normal rate of pay for each hour worked on the holiday.

**Section 5. Religious Holiday.** Employees may, upon advance written request, and approval from the Director of Human Resources, take a day for religious observance and use make-up time, if possible; annual leave, if available; an unused personal holiday; or leave of absence without pay, at the employee's discretion.

## ARTICLE 9. LEAVES OF ABSENCE

### Section 1. Annual Leave.

(a) **Annual Leave Schedule.** Annual leave is accrued at the following rate:

Years of Service	Days	Accrual Rate (hours/month)
Under 6 months	0	8
Under 1 year	12	8
1 to 4 years	13.5	9
5 to 9 years	15	10
10 to 11 years	16.5	11
12 years	18	12
13 to 14 years	19.5	13
15 years	21	14
16 and more years	22	15

(b) **Eligibility.** Employees are not eligible to take annual leave for the first six (6) months of employment, however, they do accrue leave during this probationary period. Leave without pay may be taken during this time on an exception basis and with the prior approval of the employee's department manager. Regular, part-time employees will accrue annual leave based upon their percentage of full-time employment (i.e., 60% employment time will accrue 60% of full-time accrual).

(c) **Maximum Leave Accrual.** All employees are encouraged to take their annual leave each year. A maximum of two-hundred and forty (240) hours may be accrued, after which an employee will cease to accrue leave. The employee will begin to accrue again once the balance is below 240 hours. For illustrative

purposes only: If an employee has a vacation (annual) leave balance of 240 hours and uses six (6) hours of vacation in a month, but accrues at the rate of thirteen (13) hours per month, only six (6) hours will be accrued, to the maximum of 240 hours.

**(d) Scheduling.** Annual leave must be approved in advance by the department manager. UWP and the Union agree to work cooperatively toward the resolution of mutually identified problems regarding unscheduled or unapproved leave. Once a problem has been identified, UWP may follow progressive corrective action under Article 16, § 2.

In the event more than one employee in the same department requests the same time period off and the requests are submitted at the same time, seniority shall govern. More than one employee in the same department may be granted vacation leave at the same time, at the sole discretion of the departmental manager. The employer will make a reasonable effort to accommodate all vacation requests.

## **Section 2. SICK LEAVE**

**(a) Accrual.** Full-Time employees accrue paid sick leave at the rate of eight (8) hours per month of employment. Part-time employees accrue paid sick leave at the rate of eight (8) hours per month on a pro-rated basis; that is, the proportional part of one day which the average number of hours per week bears to forty (40) hours per week.

**(b) Sick Leave Uses.** Sick leave may be used for the employee's illness or injury, medical or dental appointments, maternity leave, Family Care Leave as defined below, bereavement-related time off which is approved by the Director of Human Resources, and other purposes authorized by this Agreement.

Sick leave may not be used for vacation leave. Employees will not be compensated for sick leave during planned time off, such as vacations, holidays, leaves of absence and regular days off.

**(c) Sick Leave Notification.** When the need for time off is not foreseeable, the employee must notify his or her supervisor as soon as possible given the employee's individual circumstances, and in any event no later than 30 minutes before the start of his or her scheduled shift, unless the emergency nature of the absence makes 30 minutes' notice impracticable.

**(d) Sick Leave Buy Back.** Cash compensation may be exchanged for twenty-five percent (25%) of the sick leave in excess of four hundred eighty (480) hours. The cash-in option occurs once a year in January. Employees desiring cash compensation may submit written requests to the Manager of Financial Accounting.

**(e) Abuse of Sick Leave.** Both parties agree that neither the abuse nor arbitrary denial of sick leave will be condoned. UWP and the Union agree to work cooperatively toward the resolution of mutually identified problems regarding the use of sick leave. Once a problem has been identified, UWP may require the employee to provide medical certification and a return to work release where applicable.

**Section 3. Family Care Leave** Employees are entitled to use accrued vacation and sick leave to care for a child with a health condition requiring supervision or treatment or to care for a spouse, parent, parent-in-law or grandparent who has a serious health or emergency condition. Employees must comply with all terms of the vacation and sick policy and may not access paid leave for family care purposes until it has been earned.

For purposes of this policy, the following definitions apply:

A **child** is a biological, adopted, or foster child, a stepchild, legal ward, or child of a person standing *in loco parentis* who is either under 18, or 18 or over and incapable of self-care because of a mental or physical disability.

A **health condition requiring treatment or supervision** is a medical condition requiring treatment or medication that the child cannot self-administer, any medical or mental health condition which would endanger the child's safety or recovery without the presence of a parent or guardian, or any condition warranting treatment or preventive health care when a parent must be present to authorize the treatment and when sick leave may otherwise be used for this purpose.

A **serious health condition** is an illness, injury, impairment or physical or mental condition which either: 1) requires inpatient care (overnight stay in hospital or other medical facility), resulting in a period of incapacity, treatment or recovery; or 2) requires continuing treatment under the care of a health care services provider and includes a period of incapacity.

**Incapacity** means inability to work, attend school or perform other regular daily activities.

**An emergency health condition** is a health condition that is typically sudden and unexpected, demands immediate action, and is short term in nature.

(Moved to Article 10)

**Section 4. Leave Without Pay.** Leave without pay (LWOP) arises when an employee has exhausted all accrued annual and, if appropriate, sick leave, and

continues to have absences. The employee will not be subject to the disciplinary process for an approved leave without pay. However, any employee who has ten (10) or more hours of unapproved leave without pay in a calendar year shall have a mandatory meeting with his/her manager and/or director to evaluate the situation and establish corrective action.

When an employee is placed on leave without pay, he/she does not earn holiday pay for time off on holidays which fall during the leave. Benefits, including health, dental, and life insurance, will terminate on the first day of the month following the month in which the employee began his/her leave unless he/she has returned to work or pays the premium to UWP. No vacation or sick leave accruals occur during leave without pay, except as noted in Section 2 (Military Leave). Seniority is not accumulated during a leave without pay. However, authorized leave shall not be considered a break in service for purposes of determining seniority. Except in emergencies, leave without pay in the probationary period is not acceptable.

The decision to grant a leave without pay shall be the sole decision of UWP, except as limited by Section 2 (Military Leave) and Section 3 (Family and Medical Leave). Leaves without pay for reasons other than those described in Sections 2 and 3 may be granted by UWP. The decision to grant or deny leaves of absence without pay for reasons other than those described in Sections 2 and 3 is not subject to the arbitration procedures in this Agreement. UWP will make a reasonable effort to grant leaves without pay.

An employee may apply for a six-month leave of absence. At the employee's request, UWP may extend this leave for an amount of time not ordinarily to exceed an additional six months. Employees must request such leaves in writing and present the request to their departmental manager. Employees shall be entitled to a job at comparable pay and status upon return from leave. No leave of absence without pay shall be granted to an employee to accept employment with another employer.

### **Section 5. Military Leave**

- a) Any employee subject to the terms of this Agreement who volunteers for or is called into, service in the uniformed services shall be given a leave of absence in accordance with applicable state and federal laws affecting military leave.
- b) Employees may take military leave for military training and service, including active duty, active or inactive duty for training, federal National Guard duty, some FEMA disaster response activities, and any absence necessary for fitness for duty examinations for such service.

- c) UWP will pay the difference between military compensation and the employee's salary for a period not to exceed fifteen (15) calendar days in any one (1) calendar year.
- d) When a regular employee participates in military leave in excess of the fifteen (15) calendar day leave period, the employee will be granted military leave without pay. An employee may use accrued vacation during military leave.
- e) Upon return from military leave, an employee will be reinstated with seniority rights as required by state and federal law.
- f) Employees must give UWP notice of their need for leave as far in advance as is reasonable under the circumstances.

**Section 6. Family and Medical Leave.** In order to comply with the Family and Medical Leave Act (FMLA) of 1993, employees will be granted at their request up to 12 weeks of family/medical leave in a 12-month period:

- for the birth of a child;
- to receive a child for adoption or foster care;
- to care for a spouse, child, parent, or permanent member of the household if that person has a serious health condition; and
- because of a serious health condition that makes the employee unable to perform the functions of his/her position.

An employee must have been employed by UWP for at least 12 months and worked at least 1,250 hours during the preceding 12-month period in order to be eligible for the FMLA. Employees will first exhaust all accrued vacation and sick leave and then take unpaid leave. Leaves may not be taken intermittently or on a reduced leave schedule unless medically necessary, as documented by a physician.

The Employer can require that a request for family/medical leave be supported by medical documentation, and may require, at the Employer's expense, a second opinion from a doctor chosen by the Employer. If opinions disagree, a third physician will be chosen by mutual consent, and the opinion of this third doctor is final and binding. The cost of the third opinion will be borne by the Employer.

The portion of health and dental premiums paid by the Employer will be paid by the Employer for the first 12 weeks of leave; thereafter, the employee is responsible for payment of the premiums as described in Section 5.

If the employee chooses not to return to work for reasons other than a continued serious health condition, UWP will require reimbursement of the amount paid for the health and dental insurance premiums during the leave period. If the employee does not return to work because of a serious health condition, confirmed by the employee's health care provider, no reimbursement to UWP shall be required.

If a husband and wife both work for UWP, the aggregate leave between them will not exceed three months if the leave is taken for the birth or adoption of a child, or to care for a sick parent.

Sick leave or insurance disability provisions of this Agreement shall apply for the period of pregnancy disability.

### **Section 7 – Shared Leave Program.**

The purpose of the UWP Shared Leave Program is to allow UWP employees to financially aid other UWP employees who will otherwise need to take leave without pay because of a severe or extraordinary illness or injury. Examples of covered illness/injury include cancer, major surgery, chemotherapy, broken back, fractured pelvis, liver transplant, heart transplant, AIDS, fetal endangerment, hysterectomy. Examples of non-covered illness/injury include normal and uncomplicated pregnancy/delivery, chicken pox or flu, elective surgery, sprained ankle, and similar circumstances.

Employees who meet certain eligibility requirements may choose to donate a portion of their vacation or sick hours to another UWP employee who is unable to work due to personal or family illness as defined in this Policy. All donations are voluntary. Leave may be donated to regular full-time and regular part-time employees who have or shortly will have exhausted all accrued leave (vacation and sick leave, and personal holiday) and who are also eligible for leave under the Family and Medical Leave Act ("FMLA"). Qualifying employees may be eligible for Shared Leave for a yearly total of 480 hours. Shared Leave may not be used for leave taken before the request for Shared Leave was made and leave must be donated prior to the end of the pay period in which the leave occurs.

The Shared Leave Program does not create an entitlement or right to leave beyond that which is accrued by each individual as vacation and sick leave and one personal holiday per year, nor does it provide any right to unpaid leave beyond that which is authorized by UWP policies and approved in advance. The Shared Leave Program is a voluntary program, and no employee is required to donate accrued leave. The UWP Human Resources Department determines whether Shared Leave criteria are satisfied and authorizes requests for Shared Leave. To protect the voluntary nature of the program, employees are not

permitted to directly solicit or request Shared Leave from co-workers for themselves or others.

The Shared Leave Program will be administered by Human Resources, whose decisions are not subject to the grievance and arbitration provisions of this contract. The Shared Leave Program will expire upon implementation of the PTO program described in Section 8 of this Article.

**Section 8. Paid Time Off (PTO) Program.** The parties agree that the JUMC established in Article 2 is empowered to develop a Paid Time Off (PTO) and Short Term Disability (STD) program which is intended to replace the current Annual Leave, Sick Leave and Shared Leave Programs, no later than July 1, 2011.

**Section 9. Continuation of Insurance.** An employee has the option of prepaying the group rate charged to UWP for health and dental insurance coverage while on unpaid leaves of absence. This coverage can continue a maximum of thirty-six (36) months. Payment must be received at the Employer's main office within 30 days of the first of the month in order for coverage to continue. If coverage is canceled pursuant to COBRA regulations, the employee will be notified in writing within seven (7) calendar days of such cancellation.

**Section 10. Inclement Weather.** If a good faith effort is made to report to work on days of inclement weather, the employee will be paid for the day if the employee arrives during the first half of the normal shift, and paid for one half day if the employee arrives during the last half of the normal shift, provided the employee is prepared to stay until the end of the shift.

## **ARTICLE 10. BEREAVEMENT LEAVE**

If a death occurs in the immediate family of an employee, he/she will be allowed up to three (3) working days off with pay, to a maximum of 24 hours. Part-time employees will have their time off pro-rated. The immediate family is limited to spouse, mother, father, sibling, grandparent, child, grandchild, mother- and father-in law, or a member of the household. An employee who is appointed executor of a family estate shall be granted an additional two (2) days, to a maximum of 16 hours, of bereavement leave. If additional time off is desired, vacation leave, sick leave or leave of absence without pay may be used; the choice is the employee's, with the Employer's approval.

## **ARTICLE 11. JURY DUTY**

**Section 1. Jury Duty.** An employee summoned for jury duty shall be allowed the necessary time off for such service. The Employer will pay an amount equal to the regular employee's regular rate of pay, and travel and parking to the extent

that they exceed the cost of travel from the employee's home to the employee's principle work place, for each scheduled working day missed because of such service. Compensation received for jury duty shall be turned over to the Employer.

**ARTICLE 12. BENEFITS**

**Section 1. Health Insurance.** UWP will provide medical insurance coverage to each employee and his/her dependents, including domestic partners as defined by the plan provider. Effective on contract ratification, UWP will continue the same health benefits and employee premium cost sharing as were in effect on July 1, 2010.

Effective January 1, 2011, UWP will offer a Consumer Driven Health Plan (CDHP) with a Health Savings Account (HSA), as well as up to two (2) additional optional "Buy-Up" Plans. Plans will be provided by Premera Blue Cross, or a different carrier with a materially similar plan with the agreement of the Union. Medical insurance coverage includes deductibles and co-payments as described in the Summary Plan Description. A summary of the deductibles and co-payments is contained in Appendix "D".

Effective January 1, 2011, employees will share in the cost of the medical insurance premiums by payroll deduction as follows:

- Full time employees (defined as those employees whose regularly scheduled work period is 40 hours or more per week):

	Employee Premium Share – Full-time employees	
	Consumer Driven Health Plan with Health Savings Account	"Buy-Up" Plan
Employee only	5%	10%
Employee & children	7%	14%
Employee & spouse	8%	16%
Employee & family	10%	20%

The employee is not required to enroll him/herself or dependents in the plan. Employees who opt out of health care coverage for themselves must provide proof of alternative health insurance, monthly or as determined by H.R.

The coverage ceases the last day of the month in which employment is terminated. The employee can opt to continue coverage after termination (by paying the premiums) as provided by current COBRA legislation. The maximum

duration of COBRA coverage is currently eighteen (18) months. New health insurance options may be provided in addition to these options.

**Section 2. Health Savings Account (HSA).** The employer will provide a Health Savings Account for employees who enroll in the CDHP and will contribute 65% of the plan deductible for full-time employees. The employer's contribution will be transmitted for deposit in the employees' HSA account as follows:

- Plan Year January 1, 2011 – December 31, 2011: 100% of employer contribution by January 15, 2011
- Plan Year January 1, 2012 – December 31, 2012: 50% employer contribution by January 15, 2012; 50% employer contribution by July 15, 2012
- Plan Year January 1, 2013 – December 31, 2013: 50% employer contribution by January 15, 2013; 50% employer contribution by July 15, 2013

Employees may also contribute to the HSA to the maximum amount and in the manner specified in the plan document.

**Section 3. Part-Time Employees**

Part-time employees who are regularly scheduled to work a minimum of 20 hours per week are eligible to enroll in health care benefits. Part time employees' premium cost sharing and employer H.S.A. contributions are as follows:

	Employee Premium Share: 30 – 39 hrs/wk	
Employer's H.S.A. Contribution: 50% of deductible	Consumer Driven Health Plan with Health Savings Account	"Buy-Up" Plan
Employee only	6.25%	12.5%
Employee & children	8.75%	17.5%
Employee & spouse	10%	20%
Employee & family	12.5%	25%

	Employee Premium Share: 20 – 29 hrs/wk	
Employer's H.S.A. Contribution: 40% of deductible	Consumer Driven Health Plan with Health Savings Account	"Buy-Up" Plan
Employee only	7.5%	15%
Employee & children	10.5%	21%
Employee & spouse	12%	24%
Employee & family	15%	30%

**Section 4. Dental Insurance.** The Employer will provide the Washington Dental Service (WDS) plan to eligible bargaining unit employees and their dependents including domestic partners as defined by WDS, at no cost to the

employee. Orthodontia coverage will be provided for eligible bargaining unit employees and their dependents and domestic partners.

**Section 5. Vision Benefits.** Vision benefits will be provided through the health insurance plans. Each health insurance plan will provide coverage for an annual eye exam for all participants according to the terms of the plans.

**Section 6. Pension.** The Employer will provide a pension program for all eligible bargaining unit employees. The Employer will contribute an amount equal to a minimum of nine (9) percent of each employee's gross earnings for those employees under age fifty (50) and ten (10) percent for those employees over age fifty (50). There will be no mandatory employee contributions. Service time will be calculated from the UWP date of hire. Employees will be vested in this program after five (5) plan years of service.

**Section 7. Life Insurance.** UWP will provide a \$5,000 basic life insurance policy with optional employee purchase of additional life insurance benefits to each bargaining unit employee. This coverage is provided to all regular fulltime employees and part-time employees employed prior to January 1, 1985, through the University of Washington. Part-time employees hired after January 1, 1985, must work 20 hours or more per week to receive this coverage.

**Section 8. Accidental Death and Dismemberment Insurance.** UWP will provide a \$5,000 accidental death and dismemberment insurance policy to each bargaining unit employee. This coverage is provided to all regular full-time employees and part-time employees employed prior to January 1, 1985, through the University of Washington. Part-time employees hired after January 1, 1985, must work 20 hours or more per week to receive this coverage. Optional employee paid personal accident insurance is available to each bargaining unit employee.

**Section 9. Long Term Disability.** UWP will provide long term disability insurance that pays 60 percent of the employee's salary in the event of a long term disability, up to a maximum benefit of \$3,000.00 per month. This coverage is provided to all regular full-time employees and part-time employees employed prior to January 1, 1985, through the University of Washington. Part-time employees hired after January 1, 1985, must work 20 hours or more per week to receive this coverage.

**Section 10. Short Term Disability.** UWP will provide a Short Term Disability Program if it is part of the leave program agreed to by the parties as described in Article 9, Sec. 8.

**Section 11. Tax Deferred Annuity.** UWP will make available a tax-deferred annuity plan for employees.

## ARTICLE 13. TRANSPORTATION AND PARKING

**Section 1. Mass Transit.** UWP will subsidize the cost of regional mass transit, including regional Vanpool, at the rate of up to \$75 per month per employee; employees with subsidized parking are not eligible for the transportation subsidy. UWP will purchase Commuter Bonus Vouchers through Metro's Commuter Bonus Program (if available) to provide to eligible employees. Vouchers issued in excess of \$75 per month will be deducted from an employee's paycheck on a pre-tax basis.

**Section 2. U-Pass.** All employees who are eligible to utilize the U-Pass Program must do so in order to receive any transportation subsidy and this subsidy will equal 100% of the cost per calendar year.

**Section 3. Parking.** UWP will subsidize 55%, to a maximum of \$75 per month, of the cost of monthly parking for employees who commute to work. Parking for the 501 Eastlake office (Main Office) is paid by UWP and the employee portion is deducted from an employee's paycheck on a pre-tax basis. Parking for the non-Main Office locations is paid for by the employee and UWP reimburses the employee through the parking reimbursement program.

## ARTICLE 14. DEVELOPMENT AND TRAINING

**Section 1. Purpose.** UWP and employees recognize their responsibility to staff development and training for the advancement of UWP goals. This commitment translates into tangible support of job-related education and training, both inside and outside of UWP.

**Section 2. In-service Education.** In-service education shall begin with an initial orientation to UWP. In addition, ongoing supervision, evaluation and group training in specific job-related areas will be provided.

Each department shall develop a training manual for all work within their jurisdiction to promote consistency in training. Employees learning new work assignments and their trainer shall be granted quiet time for training away from disruptions.

**Section 3. Supervisory Training.** All UWP supervisors shall receive supervisory training annually; new supervisors shall receive supervisory training at the earliest possible opportunity.

**Section 4. Outside Training.** Opportunities for training outside UWP, when available, will be announced by posting notices of general interest training opportunities and circulating notices of position-specific training opportunities. Staff members may also learn of some possibilities on their own initiative. The

Director of Human Resources or Executive Director, upon the recommendation of the immediate manager involved, shall reimburse employees for fees and other expenses incurred for approved outside training including tuition reimbursement for community college or university classes which are job-related. Such fees and expenses may include tuition, books and equipment. If an employee disagrees with the recommendation of his/her manager, he/she may appeal to the Director of Human Resources or the Executive Director. Decisions to grant or deny outside training will not be subject to the grievance and/or arbitration provisions of this Agreement.

**Section 5. Training for Promoted and Transferred Employees.** The Employer agrees to provide promoting and transferring employees with the proper on-the-job training and materials necessary to perform required job duties after he/she has been promoted or transferred to the new position. Supplementary training will be provided to employees during working hours if deemed necessary by the Employer.

**Section 6. Training for PC users.** PC users shall be given training and information in the use and health hazards of PCs. Employees will receive full compensation for this time. Copies of training material will be provided to the Union upon request.

Employees will be trained for new equipment or skills that affect their jobs. Training selection will be based on job tasks and the Employer will pay the cost of training. Employees will not lose wages or benefits as a result of training.

**Section 7. Budget Limitations.** The Executive Director may authorize advance payment of employee training expenses.

**Section 8. Class Hours.** Classes or training sessions may coincide with an employee's regularly scheduled hours of work. The Executive Director may approve a temporary change in the employee's hours of work for attendance purposes, insofar as such flexibility does not inconvenience the department or impair successful completion of the employee's tasks. The Executive Director's decision to allow or disallow temporary changes in working hours is not subject to the grievance and arbitration procedure.

**Section 9. Professional Development Funds.** These funds shall be distributed on the basis of skill requirements of the job classifications at UWP as determined by the Director of Human Resources or the Executive Director. Funds shall be used for attendance at seminars, conferences, workshops, publications, subscriptions, outside educational and training opportunities and related expenses. The Employer will make a reasonable effort to rotate opportunities for training among employees on an equitable basis. When the Employer requires an employee to acquire new skills, the manager will identify training sources and pay all related fees and costs. Transportation via personal

vehicles will be reimbursed at a rate equal to the federal mileage reimbursement rate. If other transportation must be taken, the employee will be reimbursed for all transportation costs. Any employee who is required to attend a job-related course(s) outside of regularly scheduled work hours shall be paid per Article 5. Distribution of funds are not subject to the grievance and arbitration procedure.

**Section 10. Certifications.** The Employer will pay the costs of recertification and continuing education required to maintain professional certifications required by the Employer. UWP retains the discretion to determine and approve the courses selected to meet the continuing education requirement. If UWP requires an employee to take an exam which is required to obtain a professional certification, UWP will pay that exam fee.

## **ARTICLE 15. GRIEVANCE PROCEDURE**

**Section 1. Definitions.** A grievance within the meaning of this Agreement shall be defined as a claim by an employee that the terms of this Agreement have been violated and/or a dispute exists concerning the proper application or interpretation of this Agreement.

A grievant within the meaning of this Agreement shall be defined as an employee within the bargaining unit covered by this Agreement who alleges a grievance, or the Union alleging a grievance, under the terms and conditions of this Agreement.

**Section 2. Responsibilities.** The Union shall prevail upon all employees in the bargaining unit and especially stewards to make a diligent and serious attempt to resolve complaints at the lowest possible level. The Employer, likewise, shall prevail upon its supervisory personnel to cooperate fully with the stewards and other Union representatives in the prompt resolution of any grievances that may arise.

**Section 3. Time Limitations.** If one of the parties is unavailable for any reason, an extension for up to fifteen (15) calendar days at each step of the process will become effective. The party requiring the extension must notify the other party, in writing, as soon as possible. Thereafter, mutual written consent of the parties is required.

An extension of the time limitations as stipulated in the respective steps below may be obtained. Should either party to the Agreement breach the time limitation, that party shall forfeit all rights and claims to the grievance and the grievance shall be considered in the other party's favor; it being understood that such forfeiture does not decide the merits or establish precedent.

**Section 4. Pay Status – Meetings.** Meetings and discussions on the grievance held in connection with this grievance procedure shall normally be held during

regular UWP business hours. No deduction in pay status shall be made for the grievant for reasonable time spent in such meetings or discussions during the employee's scheduled work hours. Stewards may have release time as stipulated in Article 17, Section 2 for such activities.

**Section 5. Grievance Withdrawal.** A grievance may be withdrawn at any time by mutual agreement, in writing, and, if withdrawn, shall not be resubmitted.

**Section 6. Steps.** All grievances concerning the interpretation and application of this Agreement shall be processed in accordance with this grievance procedure.

- **Step One.** Within thirty (30) calendar days of the act or event being grieved, or the date the employee was aware or should have been aware of the act or event being grieved, the employee(s) and/or the steward or Union representative shall present the grievance to the employee's department manager. A dispute over whether or not the employee should have been aware of the act or event being grieved shall not limit the employee's right to pursue the grievance, but will be considered by an arbitrator under Section 7 of this article in deciding if procedural requirements have been satisfied. The grievance shall be reduced to writing, specifying the act or event being grieved, the date of the occurrence, the names of the individuals involved, the provision(s) of the Agreement that allegedly has been violated, and the remedy sought. The Union will make every effort to provide these specifics to promote UWP's understanding of the issue and facilitate early resolution of the issue. A copy of all grievances shall be sent to the Director of Human Resources. The Director of Human Resources may be present at any meetings with any management personnel. In the event a given grievance is directed against the employee's department manager, the grievance may be presented to the next higher level of supervision.

The manager must, within ten (10) calendar days from the date of receipt of the written grievance, meet with the grievant(s) and Union steward and/or representative, and issue a written response following that meeting.

- **Step Two.** If a satisfactory settlement is not reached in Step One, or within ten (10) calendar days after the decision is made in Step One, the grievance may be submitted in writing to the appropriate Director. This must occur ten (10) calendar days of receipt by the employee(s) and Union steward and/or representative of the written response from Management in Step One.

The Director must, within ten (10) calendar days, meet with the employee(s) and Union steward and/or representative, and issue a written response within ten (10) days following that meeting.

- **Step Three.** If a satisfactory settlement is not reached in Step Two, or within ten (10) calendar days after the decision is made in Step Two, the grievance may be submitted in writing to the Executive Director. This must occur within ten (10) calendar days of receipt by the employee(s) and Union steward and/or representative of the written response from the department director in Step Two.

The Executive Director must, within ten (10) calendar days, meet with the employee(s) and Union steward and/or representative, and issue a written response within ten (10) days following that meeting.

- **Step Four.** If a satisfactory settlement is not reached in Step Three, the Employer and the Union, by mutual agreement, may request grievance mediation services from the King County Interlocal Conflict Resolution Group within ten (10) calendar days of the receipt of management's Step Three written response. The cost of the mediation, if any, shall be borne equally by both parties; all other expenses shall be borne by the party incurring them.

## **Section 7. Arbitration Procedure.**

- a. In the event that a grievance cannot be resolved in accordance with the provisions of the grievance procedure defined in Article 15, Section 6, the Union may submit it to arbitration. The submission of a grievance to arbitration shall be based on the original written grievance. A request for arbitration must be made by written notice to the Employer within twenty (20) calendar days after UWP's written answer at Step Three of the grievance procedure. Selection of the arbitrator shall be by agreement of UWP and the Union. However, if such agreement has not been reached within twenty (20) calendar days after receipt by the Employer of such written notice submitting a grievance to arbitration, the Union may refer the grievance to the American Arbitration Association for selection of an arbitrator in accordance with the rules then obtained of said Association applicable to labor arbitration. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement. The parties shall share equally in the compensation and expenses of the arbitrator, and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring

them, and neither party shall be responsible for the expenses of the witnesses called by the other party.

- b. The power and authority of the arbitrator shall be to hear and decide each dispute and shall be strictly limited to determining the meaning and interpretation of the terms of this Agreement. The arbitrator shall not have the authority to add to, subtract from, or modify this Agreement, nor to limit or impair any common law right of UWP or the Union. The arbitrator's decision, including upholding, modifying, or setting aside any disciplinary action or the award of lost wages and benefits, shall be in accordance with the federal laws and the laws of the State of Washington, and shall be final and binding on all parties. The decision of the arbitrator shall be based solely on the evidence and arguments presented to him/her by the parties in the presence of each other.

**Section 8. Employee Rights.** Any employee who believes he/she has been aggrieved may seek relief from that condition by filing a grievance, irrespective of Management's opinion of the grievance's validity. In the presentation of grievances, all participants shall be safe from restraint, interference, discrimination, or retaliation.

**Section 9. Employee Representation.** The Union, as exclusive representative of the bargaining unit employees, is the responsible representative of the employees in grievances.

## **ARTICLE 16 – JUST CAUSE FOR CORRECTIVE ACTION AND/OR TERMINATION**

### **Section 1. Just Cause.**

It shall be the right of UWP to discipline or discharge any regular employee for just cause, and to make and publish policies and rules consistent with the terms of this Agreement. The parties agree that included within the concept of just cause is the principle that disciplinary action will be corrective and progressive in nature and the employees will be apprised of the conduct requirements, and of the consequences of violation of them. Management will give the employee formal advance warning of poor performance and an opportunity to improve prior to suspension, demotion, or discharge for disciplinary reasons. The parties recognize that for some serious offenses, progressive corrective discipline is inappropriate and that final written warning, suspension without pay, or discharge from employment may be warranted. Such offenses include, but are not limited to insubordination; threatened or actual violence; possession, use, or being under the influence of drugs or alcohol at work; theft or other misappropriation of Company funds or property; physical fighting; engaging in sexual or other forms of harassment; carrying a deadly weapon while on duty or while on company

premises; willful damage of company property or property in the care of the company; failure to follow a direct order of the company; falsification of company records; dishonesty or unlawful conduct; and other equivalent serious violations.

Prior to dismissal, a pre-determination meeting will be scheduled to give the employee an opportunity to present his/her case before the final decision is made. The employee has the right to have a Union representative present at the pre-determination meeting.

## **Section 2. Corrective Action.**

This section is applicable only to performance issues which are susceptible to improvement given notice and opportunity to correct deficiencies. Examples of such deficiencies include but are not limited to substandard productivity or quality of work; unexcused tardiness or absences; accidentally causing damage to UWP equipment; working overtime without authorization from the company. In these circumstances UWP will follow the corrective action procedure described below. It is understood that management retains the discretion to determine when successive policy violations are sufficiently related to warrant advancing to the next step in corrective action.

**Step 1. Verbal Counseling.** Informal discussion between employee and immediate supervisor. The supervisor will follow up on the discussion in writing. Verbal counseling is not documented in the employee's personnel file except as an attachment to documentation of later steps in the disciplinary process. The Verbal Counseling is not subject to the grievance procedure.

**Step 2. Written Counseling.** Formal counseling including a written Action Plan. The Action Plan will identify specific problem areas, performance objectives, suggestions for remedying, and a timeframe for improvement. The Action Plan will be provided to the employee five (5) business days before the counseling; however, the parties may agree to hold the counseling meeting less than five days after the Action Plan is provided. The employee has the right to have a union steward present for this meeting. The union representative's role in the meeting will be to provide input and suggestions but will have no authority to modify the action plan. Written counseling notices will not be considered for purposes of advancing to the next step of corrective action under this Section 2 after twelve months of satisfactory performance.

**Step 3. Final Written Counseling.** Final counseling including Action Plan discussion and revision, where appropriate. The employee will be given an opportunity to present his/her case at the Step 3 meeting. The employee has the right to have a union steward present for this meeting. The union representative's role in the meeting will be to provide input and suggestions, but will have no authority to modify the Action Plan.

The Step 3 meeting may occur during the term of the action plan if the employee engages in other policy violations.

A decision-making period of one (1) day of paid time away from work for the employee to consider the consequences of failure to follow the Action Plan may, but need not be, used at this step.

Final written counseling notices will not be considered for purposes of advancing to the next step of corrective action under this Section 2 after twelve months of satisfactory performance.

Step 4. Termination. If the employee fails to meet the objectives of the Action Plan by the established time frame, the employee will be terminated.

## **ARTICLE 17. STEWARDS**

**Section 1. Recognition.** The Employer agrees to recognize six (6) Union stewards, designated by and acting as agents of the Union, who will represent the Union in employee grievances. The Union will furnish the Employer with a list of stewards and their successors following the election of any new steward(s).

**Section 2. Steward Release Time.** A steward who is processing a grievance in accordance with Steps 1, 2 and 3 of the grievance procedure of this Agreement shall be permitted reasonable time, not to exceed two (2) hours paid release time per week to assist in the research and resolution of legitimate employee grievances on the Employer's property without loss of pay or recorded work time. Time off without pay for processing grievance activities not covered in Steps 1, 2 and 3, or that are part of the arbitration process, shall be granted to a steward by UWP following a request, but in consideration of job responsibilities. Annual leave, sick leave, leave of absence without pay or make-up time may be used for this purpose. If permission for time off cannot be immediately granted, the manager shall arrange for time off at the earliest possible time thereafter.

**Section 3. Steward Training.** During the first year of this Agreement each of the Union's stewards, as designated in Section 1 of this Article, shall be provided with eight (8) hours of paid release time to participate in a steward training program sponsored by the Union. During each additional year of this Agreement, each of the Union's stewards shall be provided with four (4) hours of paid release time to participate in steward training programs sponsored by the Union.

**Section 4. Employee Representation.** A record of the steward's work time spent on grievances or other authorized activity on behalf of the Union shall be maintained on a basis mutually agreeable between the Union and the Employer.

## ARTICLE 18. JOB DESCRIPTIONS

**Section 1. Position-Specific.** Every position within the bargaining unit shall have a job description which shall be a concise and accurate summary of duties, responsibilities, and requirements of the job. A dated copy of the job description shall be given to the employee upon assuming the position and at such time as the job description is amended. If a job description does not accurately describe an employee's responsibilities and duties, the employee who holds the position or manager may propose a new or updated description. Such proposals to modify an existing job description suggested by either party will be discussed with the affected employees. Clauses in job descriptions such as other duties as assigned refer to incidental duties. Recurring job responsibilities will be specifically identified in the job description. The Employer has final authority to determine job functions and responsibilities and to prepare job descriptions.

**Section 2. Personal Work.** No bargaining unit employee shall be required to perform non-business related, personal tasks for another employee or the employer.

**Section 3. Records.** A complete set of job descriptions for bargaining unit positions shall be on file at the main UWP office and shall be available for examination and copying by any bargaining unit employee or Union representative.

**Section 4. Career Development.** UWP and the Union share interests in the flexibility of assignment of employees to various duties and to employees' personal growth and professional fulfillment. Consistent with these interests, in some positions it may be appropriate to recognize differences in experience, breadth of knowledge, certification and training, productivity, and the quality and accuracy of work. To that end, the parties agree to work together to develop career development opportunities within those jobs. The JUMC will convene a committee by September 1, 2007, comprised of a subset of the JUMC and stakeholders in the affected job classification (employees and managers) to determine whether such career development opportunities may be developed. The committee will address the following positions within the term of this agreement, and others if agreed to by the Union and UWP.

- Claims specialist
- Pro Fee Coordinator
- Payment Poster.

The salary range for any new classification resulting from this effort must be approved by the Union and the JUMC. The committee will identify objective measures for the standards for ascertaining whether an employee is eligible to move into, and to maintain, a higher position.

## **ARTICLE 19. CLASSIFICATION, ALLOCATION AND WORKLOAD**

If an employee, through an accumulation of duties over a three (3) month period of time, can document that his/her workload has increased to the degree that he/she requires additional skills/knowledge or is regularly required to work overtime in order to accomplish the regular work of the position, or that he/she is regularly unable to complete the required work of the position because of the increase in duties, or his/her job is no longer properly allocated, that employee may request a job audit. The request must be in writing (see Appendix E) and describe the work assigned and performed which is alleged to be outside the classification to which the employee is currently assigned. A job audit shall be initiated by the employee's written request to his/her manager, using an approved Position Description form as contained in Appendix E of this Agreement. The Position Description Form, along with the manager's recommendation, shall be forwarded to the next regularly scheduled Directors' Meeting, which shall occur within thirty (30) calendar days of the request. This body shall consider suggestions for rectifying the problem. A written explanation of the decision shall be sent to the affected employee(s) by the Director of Human Resources within thirty (30) days of the Directors' Meeting and shall contain justification for the decision. The employees may appeal the decision to the Executive Director in writing, within fifteen (15) calendar days of receiving the decision from the Director of Human Resources, and must specify the reasons for disagreement. The Executive Director shall issue a decision, after consideration of the merits of the disagreement, within fourteen (14) calendar days. This decision is final and binding.

Job audit appeals shall not be a part of the grievance and arbitration process covered in Article 15. An employee shall have the right to have a Union representative present at any stage of the request and/or appeal.

## **ARTICLE 20. PERFORMANCE EVALUATIONS**

**Section 1. Performance Evaluations.** The performance evaluation process consists of the following basic elements:

- a. The development by UWP of performance evaluation criteria in which an employee is made aware of expectations for successful job performance.
- b. Observation of employee performance for the evaluation period or, if a new employee, from his/her starting date.
- c. Completion of an evaluation form documenting the manager's assessment.

- d. Review of the completed performance evaluation by the employee.

**Section 2. Performance Factors, Criteria, and Expectations.** The employer's performance evaluation program is based on standard performance factors, criteria and expectations as they relate to specific positions.

- a. Performance factors are elements of job performance, including quality of work, quantity of work, job knowledge, and working relationships. Use of accrued sick leave shall be excluded from the performance evaluation when, after review, the Director of Human Resources agrees that such use was due to circumstances of a documented unusual and nonrecurring nature.
- b. Performance criteria are specific areas of job performance upon which an employee's job performance is rated. Specific criteria may be evaluated under more than one performance factor.
- c. Expectations are the level of performance required within a criterion to receive a certain performance rating. The rating levels are: "Outstanding", "Exceeds Expectations", "Meets Expectations", "Needs Improvement," and "Unsatisfactory."

**Section 3. Evaluation Forms.**

- a. Standardized performance evaluation forms shall be used to record employee job performance.
- b. The form shall make provisions for employee comments.
- c. A copy of the completed form, signed by all appropriate individuals, will be provided to the employee within five (5) working days of the performance review.
- d. Performance evaluations shall be retained in the departmental file and UWP files.

**Section 4. Method of Evaluation.** The manager shall meet with the employee in a performance evaluation review session to review, discuss and, if appropriate, modify the evaluation. The employee shall be provided with an opportunity to comment on the evaluation and to discuss such comments and the final evaluation with the manager.

**Section 5. Uses.** Performance evaluations shall not be used to initiate personnel actions such as transfer, demotion, promotion or discipline. However,

performance evaluations may serve as supporting documentation for personnel actions.

**Section 6. Supervisory Evaluations.** Bargaining unit employees shall have the opportunity to complete a performance evaluation of their direct supervisors annually. A copy of this evaluation shall be forwarded to each supervisor's own direct supervisor.

## **ARTICLE 21. REDUCTION IN WORK FORCE**

**Section 1. Notification.** Where the Employer proposes to lay off bargaining unit employees, the Employer will give written notice of such layoffs to the Union and affected employees at least thirty (30) calendar days in advance of the effective date of the layoff. The Employer agrees to advise the Union of layoffs affecting bargaining unit employees and to investigate whether employees scheduled for layoff may continue to be utilized by UWP.

**Section 2. Definition.** A layoff shall be defined as either the termination of an employee's present position or a permanent reduction of an employee's regularly scheduled working hours which is not done at the employee's request.

**Section 3. Order of Layoff.** When the reduction of the work force is necessary in a department, the Employer shall first lay off temporary and student help, then probationary period employees. If further reductions are necessary, layoffs shall be in inverse order of an employee's seniority, providing the remaining employees are qualified to perform the duties of the position. The Employer shall be the judge of qualifications, taking into consideration such things as experience with the work of the classification.

**Section 4. Available Positions.** An employee scheduled to be laid off from his/her present job will first be offered any vacant position within the bargaining unit, provided the employee is qualified for the vacant position. An employee shall be considered qualified when he/she meets the minimum requirements of the position listed on the job posting.

**Section 5. Recall List.** If there are no vacant positions available an employee shall be placed on a Recall List.

**Section 6. Recall Procedure.** The Employer agrees to place regular employees who have been laid off on a recall list for a period of two years from the date of layoff. When a vacancy occurs, the Employer will offer the position(s) to qualified employees on the recall list with the greatest seniority before posting the vacancy internally or otherwise attempting to fill it. Employees on the recall list will be hired before any other applicant.

Employees will be recalled to service in the classification from which they were laid off by order of their seniority. Employees will be eligible for recall in all classifications in which they have held regular status at UWP. To be eligible for reinstatement, laid-off employees must keep UWP informed of their current address. UWP's obligation to offer reinstatement shall be fulfilled by mailing notices by registered mail to the most recent address supplied by the laid-off employee. A laid-off employee must notify UWP within ten (10) calendar days after such reinstatement offer has been mailed by UWP, and must report to work at the time and place stated in the notice. Any employee failing to respond to the reinstatement offer, or, after responding, failing to report to work when and where notified, shall be deleted from the recall list permanently.

If there are two (2) or more employees on the recall list with equal seniority and relatively equal capabilities to perform the duties of the position, the employee with the earliest date of layoff shall be reinstated.

## **ARTICLE 22. SENIORITY**

**Section 1. Definition.** Seniority is defined as the length of time a bargaining unit employee has been employed at UWP on a regular and continuous basis. Those UWP employees who were originally employees of the University of Washington and chose to transfer over from University to UWP employment under the terms of the UWP transition to private employer status, shall have counted as part of their seniority all time spent as employees of the UW regardless of their departmental assignments. The seniority date shall be adjusted for an employee who is placed on the recall list and re-hired within two (2) years of layoff from UWP, so that the employee is given credit for prior employment with UWP.

**Section 2. Loss of Seniority.** An employee shall lose his/her seniority if the employee voluntarily terminates his/her employment, selects severance pay under Article 21, Reduction in Work Force; is discharged for cause; or, is on the recall list for more than two (2) years.

**Section 3. Seniority List.** The Employer shall supply the Union with a copy of the seniority list upon request.

## **ARTICLE 23. TECHNOLOGICAL CHANGE**

**Section 1. Notification.** If UWP considers or investigates a technological change that will have an impact on wages, hours or working conditions of any bargaining unit employee, UWP agrees to notify the Union within a reasonable time, but not less than three months, of implementation of such technological change.

**Section 2. Reopener.** If it is thereafter decided to make the technological change, UWP agrees to negotiate with the Union any impact or effect upon wages, hours or working conditions of any bargaining unit employee. If the technological change results in the creation of new job classifications that are appropriately included in the bargaining unit, UWP agrees to negotiate the wages, hours and working conditions with the Union. In no event shall the agreed upon earnings of the revised job(s) be less than they were prior to the technological change. The term "negotiate" as used in this Article shall mean the duty to meet, upon request, and negotiate with an intention of arriving at an agreement. It shall not mean that, if no agreement is reached, the issue under negotiation is subject to the grievance and arbitration procedures in this Agreement.

**Section 3. Reduction in the Number of Jobs.** If the technological change results in the displacement of a bargaining unit employee, transfer and/or retraining of the displaced employee shall occur. If it is necessary to reduce the number of employees in any given job classification or department, the reduction shall, insofar as possible, take place by attrition and/or reassignment of employees who are affected by the job change. For purposes of this contract, the term attrition shall mean the overall reduction of the work force by such natural means as retirement, death, voluntary quits, discharge for cause, and/or disability.

**Section 4. Retraining and Employment.** The Employer shall make every reasonable effort to insure that new job positions or job positions requiring new skills and/or knowledge, are filled by existing bargaining unit employees before recruiting from outside the bargaining unit. The Employer agrees that whenever technological change requires additional knowledge and/or skill on the part of the employees, such employees shall be given the opportunity to acquire the necessary knowledge and skills to perform these new duties competently. The Employer shall establish an adequate education and retraining program for affected employees at its own expense during regularly scheduled work hours.

Employees shall be paid at their prevailing rates of pay during hours of instruction.

**Section 5. Wages.** Employees who, as a direct result of technological change, are displaced from their job classifications and assigned to lower job classifications, shall not suffer reductions in their hourly rates of pay by reason of these assignments.

**Section 6. Bargaining Unit Status.** Technological change which affects jobs in the bargaining unit shall not be used as a basis for changing such jobs from the bargaining unit status to non-bargaining unit status. New jobs which share a

community of interest with the bargaining unit as defined by standards applicable to federal statute, shall be a part of the bargaining unit.

## **ARTICLE 24. HEALTH AND SAFETY**

**Section 1. Policies.** It is the employer's intent to make reasonable and proper provision for the maintenance of appropriate standards of health and safety within the work place. The employer shall comply with applicable federal and state health and safety legislation and regulations.

**Section 2. Safety.** All work shall be performed in conformity with applicable safety standards. Employees are encouraged to immediately report any unsafe working conditions to their manager. No employee shall be disciplined for reporting any such condition nor be required to work or to operate equipment when he/she has reasonable and verifiable grounds to believe such action would result in immediate danger to life or safety.

**Section 3. Health and Safety Committee.** Three (3) union members from the bargaining unit shall be elected by their peers to the Health and Safety Committee. The term of the employee-elected members shall be a maximum of three (3) years. Should a vacancy occur, a new member shall be elected prior to the next scheduled meeting. The employer shall appoint an equal number of committee members from management personnel. The committee shall meet quarterly or more often at the request of any committee member. The committee shall address the issues specified in WAC 296-24-045 (5) (a)-(c), which are:

- a. A review of the safety and health inspection reports to assist in correction of identified unsafe conditions or practices.
- b. An evaluation of the accident investigations conducted since the last meeting to determine if the cause of the unsafe acts or unsafe condition involved was properly identified and corrected.
- c. An evaluation of the accident and illness prevention program with a discussion of recommendations for improvement where indicated.

The committee shall elect a chairperson. The subjects discussed and attendance shall be documented.

## **ARTICLE 25. ON-THE-JOB INJURIES**

**Section 1. Procedure for Reporting.** An employee injured while at work shall report the injury to his/her manager, assistant manager, supervisor, or in their absence, a lead, as soon as possible. Employees shall fill out an accident report

form which their manager or the Director of Human Resources shall file with the appropriate government agencies.

**Section 2. Compensation.** The Employer will comply with all applicable laws with regard to workers' compensation coverage for employees. Coverage begins immediately upon employment. In addition to the compensation benefits accruing to employees under state industrial insurance laws, UWP will provide an amount, when added to the state prescribed time loss payment, that will maintain 100 percent of the employee's net pay based upon a maximum of eighty (80) hours per pay period times the employee's hourly rate minus any mandatory deductions. This supplemental payment program will continue for a period not to exceed two calendar months from the date of each industrial injury and will be charged against sick leave, vacation time, and then as a general payroll expense.

**Section 3. Leave.** The parties recognize that ability to work regularly is a requirement of regular employment. Should an employee sustain one or more on-the-job injuries in any given calendar year, UWP will grant a leave of absence for up to six (6) months without loss of layoff seniority for such an injury or injuries. Leave may be extended for an injury or injuries provided that the extension is agreed upon by the employer and employee. Such extensions will normally result in a total leave period which will not exceed twelve (12) months in duration.

**Section 4. Return to Work for Employees Who have Taken the Leave Described in Section 3.** The injured employee shall provide written notice of his/her ability to work along with a written doctor's notice of fitness for work. An employee who returns to work within the allowed leave of absence period, twelve (12) months, and has been medically cleared to return to the same type of work, shall be allowed to return to his/her former position or a comparable position at the same salary and benefit level.

## **ARTICLE 26. PERSONAL COMPUTER (PC) USERS**

**Section 1. Glare.** All computer monitors must be fitted with brightness and contrast controls. The Employer shall provide glare screen covers or hoods upon employee request for VDTs currently in use.

**Section 2. Lighting.** Windows in the rooms where PCs are used will have blinds or draperies. The work area will be painted with low-reflective colors and supplied with appropriate overhead light and task light.

**Section 3. Screen and Keyboard Position.** The PC keyboard will be adjustable and detachable. The monitor screen shall be adjustable. Wrist pads will be provided at the employee's request.

**Section 4. Chairs.** Chairs shall be adjustable for height, back and tension. Footrests shall be provided at the employee's request.

**Section 5. Equipment Maintenance.** Each PC will be maintained by qualified personnel and checked for flicker, clarity of image, size of image, contrast, brightness, and adjustability.

Each PC will be cleaned and otherwise maintained as often as is necessary to prevent glare and eyestrain. Cleaning solution and materials will be provided by the Employer to each PC user.

**Section 6. Eye Exams.** Employer-paid health insurance will continue to provide vision benefits that cover the cost of eye exams (see Article 12 Section 3) and a portion of the cost of vision hardware. PC users are strongly encouraged to obtain a complete eye exam within the first month of beginning PC work and annually thereafter. The Employer will supplement vision benefits for vision hardware that is required exclusively for PC work for the full portion of the cost of the vision hardware which is not covered by vision benefits if the employee can provide medical certification that this requirement is exclusively related to PC usage.

## **ARTICLE 27. PERSONNEL RECORDS ACCESS**

**Section 1. Personnel Records Access.** An employee shall have the right to inspect the contents of his/her personnel file, by appointment and in the presence of the Employer or the Employer's designee, excluding pre-employment records such as pre-employment recommendations obtained through assurances of confidentiality. A copy of the file will be provided by the Employer at no charge to the employee upon the employee's request.

An employee's right to inspect his/her personnel file is personal to him/her and may not be assigned or delegated to any other person without the express permission and consent of the employee and the Employer.

**Section 2. Disputes.** If an employee disagrees with any material contained in the file, removal or correction of such material may be agreed upon by the Employer and the employee. If the parties cannot agree upon a correction or removal, the employee may submit a written statement, to become part of the employee's file. No material related to any disciplinary action may be placed in an employee's personnel file without the prior knowledge of the employee.

## **ARTICLE 28. UNION ACTIVITY**

**Section 1. Union Representation.** A duly authorized representative of the Union shall have access to UWP property during working hours to investigate

grievances or to transact legitimate Union business pertaining to the administration of this Agreement, provided any such visit is prearranged with UWP and conducted so as to avoid interference with the operation of any department.

**Section 2. Bulletin Boards.** A section of the main bulletin board in each employee site will be provided by UWP for the posting of official Union notices that have been approved by UWP.

**Section 3. Meeting Facilities.** The Union shall be permitted to use the Employer's facilities for meetings, provided advance notice is given to the Employer and appropriate space is available on the date requested.

**Section 4. Union Business Leave Time.** Employees who intend to absent themselves from work for the purpose of attending and participating in Union business functions or programs such as meetings, conventions, seminars, or in other meetings called by the Union, may use accrued vacation time, take a leave of absence without pay, or use Flex Time. All absences must be approved in advance by the departmental manager.

**Section 5. Collective Bargaining Agreement.** The Employer and the Union shall share equally in the cost of printing and distributing a copy of the Agreement to present and new employees in the bargaining unit.

**Section 6. Mail Distribution System.** The Union shall be permitted to use the Employer's mail distribution system to communicate with bargaining unit members.

**Section 7. Compensation for Union Activity.** Except as otherwise specifically provided in this Article, bargaining unit employees and shop stewards will not be compensated by the Employer for union activities. The Employer will pay five (5) bargaining unit employees for scheduled work hours during which the bargaining unit employees attend formal contract negotiations for a successor collective bargaining agreement. Attendance at formal negotiations for a successor collective bargaining agreement includes the time actually spent in formal bargaining negotiations and a pre- and post-negotiating session caucus period not to exceed one-hundred twenty (120) minutes for each scheduled formal bargaining session.

Sixty to ninety days prior to the expiration date of the contract, the Union and the Employer will meet to negotiate over ground rules for bargaining, including, but not limited to, a schedule for negotiations and selection of bargaining unit employees to be provided paid release time for formal bargaining negotiations. Up to three (3) employees from the same department may be provided paid release time to serve on the Union's bargaining team, provided that any such selection of bargaining unit team members and/or the schedule for negotiations

will have the least disruptive impact on business operations/departmental productivity.

## **ARTICLE 29. NO STRIKE/LOCKOUT**

UWP and the Union acknowledge that this Agreement provides, through the grievance procedure and through other administrative remedies, for an orderly settlement of grievances or disputes which may arise between the parties. Therefore, during the life of the Agreement, UWP shall not lock out any of the employees as a result of a labor dispute or grievance or disputes on personnel matters, nor shall the Union or the employees condone, authorize, assist or engage in a work stoppage, work slowdown, or any other curtailment of work in the bargaining unit.

## **ARTICLE 30. MANAGEMENT RIGHTS and RESPONSIBILITIES**

Section 1. The Employer, through its designated management personnel or agents has the right and responsibility except as expressly modified by this Agreement, to operate and manage its affairs in all respects in accordance with its judgment, discretion and authority, and in accordance with applicable laws.

Such rights and responsibilities shall include, by way of illustration, but shall not be limited to: establish and enforce work place policies and procedures not inconsistent with this agreement and amend them from time to time; control, change, and supervise all operations; direct and assign work to all employees; set production standards and manage employees' performance; select and hire, train, supervise, and discipline and discharge employees for just cause; establish classifications; layoff, promote, demote or transfer employees; establish work schedules; allocate all financial and other resources; determine the methods, means, number and qualifications of personnel needed to carry out the Company's operations; control and regulate the use of all equipment and other property of the Employer.

Section 2. The Employer shall take whatever action as may be necessary to carry out its right in any emergency situation.

## **ARTICLE 31. CONTRACTING OUT**

All work historically performed by the Employer with bargaining unit employees shall continue to be so performed. The Employer shall not use temporary help or the employees of another entity to perform bargaining unit work except as defined in Article 7. It is understood that all positions for which independent contracts existed on or before the effective date of this Agreement, which involve

the type of work performed by the bargaining unit, are an exception to this Agreement and will remain outside the bargaining unit.

In the event of regulatory mandate, audit recommendation, or other legitimate business need identified by the employer that would result in the contracting out of work historically performed by the bargaining unit but will not result in the layoff of any employee, UWP will follow the provisions of Article 23, Sections 1, 2, and 5 to notify and negotiate the effects of any such action.

## **ARTICLE 32. SUCCESSORSHIP**

This Agreement shall be binding upon the successors and assigns of both the Employer and the Union.

## **ARTICLE 33. SUBORDINATION, SAVINGS AND SEPARABILITY**

This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement.

In the event any provision(s) of this Agreement is held invalid, the parties shall meet to negotiate new provision(s) in substitution for the invalid provision(s). This negotiation does not constitute the reopening of any other articles, but affects only the provision(s) held invalid. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

## **ARTICLE 34. DURATION**

Except as otherwise provided herein, this Agreement shall become effective on July 1, 2010, and remain in force until June 30, 2013. Bargaining shall begin sixty (60) to ninety (90) calendar days prior to the expiration of the contract, following written notice proposing the negotiation of a new contract. Negotiations will begin thirty (30) calendar days after receipt of the notice.

## **ARTICLE 35. QUALITY OF WORK PLACE**

**Section 1. Drug Free Work Place.** It is the intent of both the Employer and the Union to commit to a policy of maintaining a drug free work place. Each

employee is provided with a copy of the Employer's drug free work place policy, which was developed and approved by the Joint Union-Management Committee. Violations of this policy will be addressed through progressive disciplinary procedures. Rehabilitation opportunities will be strongly emphasized in the disciplinary process.

As a condition of employment, employees are required to abide by the terms of the Employer's drug free work place policy.

**Section 2. Telephone.** A phone in the lunchroom at the main office shall be provided by the Employer in order to encourage employees not to use the business phone that is vital to UWP work.

## **ARTICLE 36. COMPLETE UNDERSTANDING AND AMENDMENT**

The parties acknowledge that this agreement sets forth their complete understanding and that neither party shall be obligated to bargain collectively during the term of the agreement. This agreement may be amended at any time by mutual written consent of the parties.

The Employer's failure to exercise any right or function in a particular way shall not be considered a waiver of the Employer's right to exercise such right or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

The Union's failure to exercise any right guaranteed by this Agreement shall not be considered a waiver of such right except as limited by the Grievance procedure of this Agreement.

**Approved:** July 1, 2010

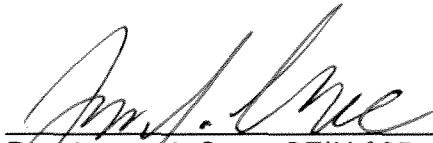
**Ratified:** July 12, 2010

University of Washington Physicians

SEIU Local 925



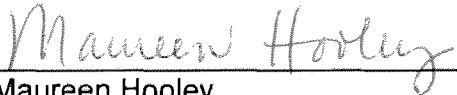
By: Catherine Boelke,  
Executive Director




By: James J. Crowe  
Director of Member Resources

Bargaining Team Members:

Bargaining Team Members:



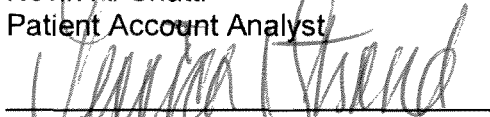
Maureen Hooley,  
Chief Financial Officer



Nevin Al-Shatti  
Patient Account Analyst



Lauren Gums, Director,  
Physician Svcs. & Perf. Improvement



Jessica Stroud  
Professional Fee Coordinator



Ned Swift, Director,  
Patient Financial Services



Keith Green  
Claims Specialist



Terry Briscoe, Director  
Human Resources



Lisa Stedman  
Credit Balance Specialist



Sarah Bergstrom  
Professional Fee Coordinator

## **Appendix A Salaries**

### **Section 1. Annual Increments (“Step Increases”)**

Beginning July 1, 2011, annual increments of 2.5% will be automatically granted to employees who are below the top step of the scale on their annual anniversary date. The anniversary date is the employee’s date of hire or most recent position change; no step increase is payable at the end of the six-month probationary period. The granting of an annual increment shall not be considered an indication of job performance and may not be considered as such in any arbitration proceeding to enforce this Agreement.

### **Section 2. One-Time Payments.**

2.1 One-Time Payments. Employees in the bargaining unit will be paid a one-time payment of 3% between January 1 and 15, 2011 and 2% between January 1 and 15, 2012. Payments are made based upon regular gross salary in the prior calendar year.

#### 2.2 CPI Adjustment.

- a. An additional one-time-payment in January 2012 and January 2013 will be made in an amount equal to  $\frac{1}{2}$  of 1% for each full percentage point the CPI exceeds 2.5%, to a maximum of 4% total one-time payment.
- b. For example:
  - If the CPI = 3.0%, there is no additional increase.
  - If the CPI = 3.5%, the one-time payment is increased by 0.5%
  - If the CPI = 4%, the one-time payment is increased by 0.5%
  - If the CPI = 4.5%, the one-time payment is increased by 1.0%
- c. The CPI is the CPI-U, U.S. City Average, measured by the immediately preceding one year period November – November.

2.5 Regular Gross Salary. Regular gross salary includes personal holidays, paid vacation, sick leave, overtime compensation, and does not include compensation in the form of bonus, incentive or other one-time compensation, health care benefits, pension benefits or any other compensation or benefits to the employee paid by UWP. One-time payments are treated the same as salary for purposes of calculating benefits (i.e., pension).

## APPENDIX B

### POSITIONS COVERED BY THE COLLECTIVE BARGAINING AGREEMENT (effective July 12, 2010)

Level	Classifications
1	Clerk, General Service Support
2	
3	
4	
5	
6	Clerk, Incoming Mail Clerk, Mail Services Courier Driver Outpatient Charge Coordinator I
7	Clerk, Return Mail Receptionist
8	AR Maintenance Clerk Clerk, Charge Capture Support Clerk, Contract/Ins Followup Clerk, Insurance Followup Clerk, Patient Accounts & Inq Clerk, Patient Financial Services Support Coordinator
9	
10	Cash Coordinator Finance Clerk I
11	
12	Claims Specialist Claims Specialist Grandfathered Clerk, Finance II Compliance Program Coordinator Outpatient Charge Coordinator II Patient Account Representative Patient Account Specialist Payment Poster
13	Claims Payment Research Coordinator Credit Balance Specialist
14	Financial Counselor Outpatient Profee Coder (Non-certified) Professional Fee Coordinator (Non-certified)
15	Claims Specialist Float
16	Charge Capture Special Processing Coordinator Lead, Insurance Followup Lead, Payment Posting Coordinator Lead, Patient Account Representative

17	Administrative Support Coordinator-CO Administrative Support Coordinator-GS Administrative Support Coordinator-PAO Cash Reconciliation Coordinator Lead, Credit Balance Specialist
18	Accounts Payable/Payroll Specialist Outpatient Profee Coder (Certified) Patient Account Analyst Patient Advocate Profee Coordinator (Certified)
19	Lead, Professional Fee Coordinator Provider Enrollment Specialist Physician Payroll Specialist
20	Contract Performance Analyst Lead, Provider Enrollment Specialist Payor Relations Liaison Procedure Analyst
21	Contracting/Payor Relations Project Analyst
22	Lead, Payor Relations Liaison

**APPENDIX C**

**Salary Grid – Effective July 12, 2010**

RANGE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	11.37	11.65	11.95	12.24	12.55	12.86	13.19	13.52	13.85	14.20	14.55	14.92	15.29	15.67	16.07
2	11.65	11.95	12.24	12.55	12.86	13.19	13.52	13.85	14.20	14.55	14.92	15.29	15.67	16.07	16.47
3	11.95	12.24	12.55	12.86	13.19	13.52	13.85	14.20	14.55	14.92	15.29	15.67	16.07	16.47	16.88
4	12.24	12.55	12.86	13.19	13.52	13.85	14.20	14.55	14.92	15.29	15.67	16.07	16.47	16.88	17.30
5	12.55	12.86	13.19	13.52	13.85	14.20	14.55	14.92	15.29	15.67	16.07	16.47	16.88	17.30	17.73
6	12.86	13.19	13.52	13.85	14.20	14.55	14.92	15.29	15.67	16.07	16.47	16.88	17.30	17.73	18.18
7	13.19	13.52	13.85	14.20	14.55	14.92	15.29	15.67	16.07	16.47	16.88	17.30	17.73	18.18	18.63
8	13.52	13.85	14.20	14.55	14.92	15.29	15.67	16.07	16.47	16.88	17.30	17.73	18.18	18.63	19.10
9	13.85	14.20	14.55	14.92	15.29	15.67	16.07	16.47	16.88	17.30	17.73	18.18	18.63	19.10	19.57
10	14.20	14.55	14.92	15.29	15.67	16.07	16.47	16.88	17.30	17.73	18.18	18.63	19.10	19.57	20.06
11	14.55	14.92	15.29	15.67	16.07	16.47	16.88	17.30	17.73	18.18	18.63	19.10	19.57	20.06	20.57
12	14.92	15.29	15.67	16.07	16.47	16.88	17.30	17.73	18.18	18.63	19.10	19.57	20.06	20.57	21.08
13	15.29	15.67	16.07	16.47	16.88	17.30	17.73	18.18	18.63	19.10	19.57	20.06	20.57	21.08	21.61
14	15.67	16.07	16.47	16.88	17.30	17.73	18.18	18.63	19.10	19.57	20.06	20.57	21.08	21.61	22.15
15	16.07	16.47	16.88	17.30	17.73	18.18	18.63	19.10	19.57	20.06	20.57	21.08	21.61	22.15	22.70
16	16.47	16.88	17.30	17.73	18.18	18.63	19.10	19.57	20.06	20.57	21.08	21.61	22.15	22.70	23.27
17	16.88	17.30	17.73	18.18	18.63	19.10	19.57	20.06	20.57	21.08	21.61	22.15	22.70	23.27	23.85
18	17.30	17.73	18.18	18.63	19.10	19.57	20.06	20.57	21.08	21.61	22.15	22.70	23.27	23.85	24.45
19	17.73	18.18	18.63	19.10	19.57	20.06	20.57	21.08	21.61	22.15	22.70	23.27	23.85	24.45	25.06
20	18.18	18.63	19.10	19.57	20.06	20.57	21.08	21.61	22.15	22.70	23.27	23.85	24.45	25.06	25.68
21	18.63	19.10	19.57	20.06	20.57	21.08	21.61	22.15	22.70	23.27	23.85	24.45	25.06	25.68	26.33
22	19.10	19.57	20.06	20.57	21.08	21.61	22.15	22.70	23.27	23.85	24.45	25.06	25.68	26.33	26.98
23	19.57	20.06	20.57	21.08	21.61	22.15	22.70	23.27	23.85	24.45	25.06	25.68	26.33	26.98	27.66
24	20.06	20.57	21.08	21.61	22.15	22.70	23.27	23.85	24.45	25.06	25.68	26.33	26.98	27.66	28.35
25	20.57	21.08	21.61	22.15	22.70	23.27	23.85	24.45	25.06	25.68	26.33	26.98	27.66	28.35	29.06

Appendix "D"

	<b>Consumer Driven Health Plan</b>	<b>Buy-up Option</b>
<b>CoPay</b>	N/A	\$10
<b>Deductibles</b>	\$1,250 individual plan	\$100 individual/
	\$2,500 family plan	\$300 family
<b>Professional Office Visits</b>	Deductible and coinsurance	\$10 copay
<b>Coinsurance</b>	20% (in network)/	10% (in network)/
	50% (out of network)	40% (out of network)
<b>Out of Pocket Maximum</b>	\$3,750 individual plan \$7,500 family plan Includes deductible and coinsurance	\$1,000 per person (no family OOP Max) Includes deductible and coinsurance
<b>Lifetime Maximum</b>	\$2M	\$5M
<b>Prescription</b>	Generic preventive (as determined by the plan provider) covered in full Other Pharmacy: deductible, coinsurance	\$10/\$20
<b>Vision Exam</b>	Covered in full	\$10 copay
<b>Vision Hardware</b>	\$300 PCY	\$300 PCY
<b>Preventative Office Visit</b>	Covered at 100% (deductible waived)	\$10 copay
<b>Birth Control</b>	Deductible and coinsurance	Deductible and coinsurance
<b>Emergency Care</b>	Deductible and coinsurance	\$50 copay, then deductible/coinsurance
<b>Diagnostic Tests, Laboratory, and X-Rays</b>	Deductible and coinsurance	Deductible waived, subject to coinsurance

Note: Changes may apply to the plan if required by the Patient Protection and Affordable Care Act (i.e. Health Care Reform) or other relevant legislation.

**Side Letter A**

**Wellness Challenge Program**

July 15, 2007

Mr. James J. Crowe  
SEIU Local 925  
3647 Stone Way N.  
Seattle, WA 98103

Dear Mr. Crowe:

The parties agree that the UWP Wellness Challenge is a voluntary, incentive-based employee health benefit program designed to enhance the health and well-being of the workforce. The wellness challenge provides quarterly incentives for healthy behaviors, and offers such benefits as subsidies for gym membership, weight loss and smoking cessation programs. It is understood that this program may be terminated at any time and that UWP may modify the benefits of the program. Furthermore, employees' personal health information from the program will not be accessed or used by UWP.

It is further understood that this Side Letter A will expire and be removed from the contract on July 1, 2013.

Sincerely,

Cathy Boelke  
Executive Director  
University of Washington Physicians

James Crowe  
SEIU Local 925