

UW Physicians

SEIU Local 925

**The Association of University Physicians,
d/b/a
UW Physicians**

and

**Service Employees International Union,
Local 925**

Collective Bargaining Agreement

August 15, 2018 – December 31, 2019

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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.

The Association of University Physicians, doing business as the UW Physicians (hereinafter known as the Employer or UWP) agrees to recognize Local 925, Service Employees International Union, Change to Win (CTW) (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, data processing, billing and administrative 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.

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, gender identity and/or gender expression pregnancy, genetic/genetic markers, physical disability, medical condition, political belief or affiliation, membership or non-membership in the Union, marital status, veteran or military status, sexual orientation, mental or sensory disability or citizenship.

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 their 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 3. 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 4. 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, classification change and extended leave). The Employer shall also provide a listing of all new employees and changes for current employees with the following data: department, work email, work location, shift, employee id number, rate of pay, home email, cell phone, home phone, FTE, date of birth, gender, race/ethnicity, work phone, job classification, date of hire and home address if provided to the employer. The Employer will make a good faith effort to obtain and maintain this data.

Section 5. 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 regularly scheduled to work forty hours per week in a seven-day period within core hours
- 2) Part-time Employee. An employee regularly scheduled to work a minimum of twenty hours per week, but less than forty hours per week in a seven-day period within core hours.

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 paid 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, departmental and organizational 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, or a different requested flexible work 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 of a proposed flexible work schedule 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. 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 7. Overtime Notification.

An employee shall be given as much advance notice of overtime as possible.

Section 8. 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 and are meeting UWP quality and productivity standards. 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 qualified internal candidates who apply within the 10 day period shall be interviewed prior to the hiring department considering or interviewing external candidates. External candidates will not have their submitted hiring materials (application, resume, etc.) reviewed until the internal process is complete. 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 Promotions, Demotions, Transfers—Employee Initiated.

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 their current rate of pay if the move is to a position at the same range of pay. If the employee moves to a higher range of pay position their rate of pay will be Step 1 of the new range or the following, to the chart below, whichever is more.

- For 1 to 3 range change – to the step that represents a 2.5% increase.
- For 4 to 6 range change – to the step that represents a 5% increase.
- For a 7+ range change – to the step that represents a 7.5% increase.

If an employee moves to a lower range of pay position, their rate of pay will be the lower of their current rate of pay or the maximum of the new position. In all situations, the employee continues to be eligible for step increases (unless at the maximum of their pay range); the employee's anniversary date will become the date of most recent position change.

Section 4. Non-Voluntary Promotion, Demotion, Transfer—UWP initiated.

- 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 their 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 their 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 their 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, they shall be compensated at the lowest step in the salary range of the higher level position, or a 2.5% increase for each step up in the range of pay, up to the maximum of the new range of pay. 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, whether temporary or regular:

The employee receives the same rate of pay. The employee's anniversary date is not changed by such a reassignment.

Section 5. Probationary Period – New and Rehired 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.

An employee who is in their probationary period will not be eligible to apply or transfer to a new position. Exceptions may be granted by mutual agreement between the union and management.

The probationary period will be waived for former UWP employees who are employed more than six (6) months, if they return to the same or similar position within one (1) year of separation.

Section 6. 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 7. 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 their manager to discuss goals and criteria upon request of the probationary period employee.

Section 8. 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 vacation leave for special circumstances in the probationary period is not subject to the grievance and arbitration procedures.

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

Section 9. 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 their 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 their 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 or 1040 hours 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

Except for their 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.

Employees hired prior to July 1, will receive one Personal Holiday in the year they are hired and in all subsequent years.

Employees hired after July 1 will receive one (1) Personal Holiday on January 1 of the following year and in all subsequent years.

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 or allowed to work on a holiday or any portion thereof, will be paid for the holiday and will receive an additional hour's and one half 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. Vacation leave, or an unused personal holiday, or leave without pay only if no paid time off was available may be used.

ARTICLE 9. LEAVES

Section 1. Vacation leave.

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

(a) Vacation Leave Schedule.

Employees will accrue vacation leave during the new hire probationary period, but may not use vacation leave until completion of the eligibility period. The current accrual schedule for full-time employees (prorated for part-time), to be credited monthly, is as follows:

Years of Service	Days	Accrual Rate (hours/month)
Under 3 months	0	8
3 to 6 months	3	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 vacation leave for the first ninety (90) days of employment; however, they do accrue leave during this 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 vacation 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 vacation leave each year. A maximum of two-hundred and eighty (280) 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 280 hours. For illustrative purposes only: If an employee has a vacation (annual) leave balance of 280 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 280 hours.

(d) Scheduling.

Vacation 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.

(e) Voluntary Termination.

Employees who voluntarily terminate their employment and provide at least two (2) weeks' notice will be paid for unused, accrued vacation leave on termination of employment, up to the maximum number of hours, provided that they actively participate in requested transition activities associated with their position. Employees providing notice may not use any accrued vacation or sick leave within their notice period, unless the absence is verified by an appropriate healthcare professional.

Section 2. Sick Leave.

(a) Accrual.

Full-Time employees will receive sick leave benefits as noted below. All part-time employees will accrue paid sick leave on a pro-rated basis. Pro-rata accrual for part-time employees will be calculated based on FTE.

Sick Leave Benefit: 12 days, 3.69 hours per pay period

(b) Sick Leave Uses.

Sick leave may be used for the authorized reasons defined below, bereavement-related time off which is approved by the Director of Human Resources, and other purposes authorized by this Agreement.

Authorized Uses of Paid Sick Leave Include:

1. Care of the employee or the employee's family member
 - Employees may use their accrued, unused paid sick leave hours to care for themselves or a family member (definition below) for:
 - Mental or physical illnesses, injuries, or health conditions;
 - The need for medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions; or
 - The need for preventive medical care.
 - For the use of paid sick leave for an employee's family member, family member is defined as:
 - A child;
 - Including a biological ,adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status
 - A parent;
 - Including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child
 - A spouse;
 - A registered domestic partner;
 - A grandparent;
 - A grandchild; or
 - A sibling.
 - The following are also included for sick leave use related to Domestic Violence/Sexual Assault/Stalking: domestic partners, former spouses, former domestic partners, persons who have a child in common regardless of whether they have been married or have lived together at any time, adult person who are presently residing together or who have resided together in the past.
2. Closure of UW Physicians or the employee's child's school or place of care
 - Employees may use their accrued, unused paid sick leave when UW Physicians has been closed by order of a public official for any health-related reason; or
 - When an employee's child's school or place of care has been closed by order of a public official for any health-related reason.
 - Please see the definition of "child" in the previous section.

3. To address issues related to domestic violence, sexual assault, or stalking

- Employees may use their accrued, unused paid sick leave to:
 - Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee and their family members including, but not limited to: Preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
 - Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking;
 - Attend health care treatment or a victim who is the employee's family member;
 - Obtain, or assist the employee's family member(s) in obtaining, services from: A domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault, or stalking.
 - Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking.
 - Participating, for the employee or for the employee's family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.
- For purposes of leave related to domestic violence, sexual assault, or stalking, family member has the following definition:
 - Any individual whose relationship to the employee can be classified as a child, spouse, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship.

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

If an employee has used paid sick leave for an authorized purpose for more than three (3) consecutive days during which the employee is required to work, the employee must provide verification that establishes or confirms that the use of paid sick leave is for an authorized purpose.

Verification Requirements Include:

For care of the employee or the employee's family member, acceptable verification may include:

- A written or oral statement from the employee indicating that the use of paid sick leave is necessary to care for the employee or their family member for an authorized purpose;
- A doctor's note or a signed statement by a health care provider indicating that the use of paid sick leave is for care of the employee or their family member for an authorized purpose; or

- Other documentation demonstrating the employee's use of paid sick leave is for care of the employee or their family member for an authorized purpose.

Verification must be provided to UW Physicians within 10 calendar days of the first day an employee used paid sick leave to care for themselves or a family member.

When an employee or the employee's family member has been a victim of domestic violence, sexual assault, or stalking, the employee's choice of any one or more of the following documents satisfies this verification requirement:

- A written statement that the employee or an employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave was taken to address related issues;
- A police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking;
- Evidence from a court or prosecuting attorney showing that the employee or the employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual assault, or stalking;
- A court order of protection;
- Documentation from any of the following persons from whom an employee or an employee's family member sought assistance in addressing the domestic violence situation indicating that the employee or the employee's family member is a victim:
 - An advocate for the victims of domestic violence, sexual assault, or stalking;
 - An attorney;
 - A member of the clergy; or
 - A medical professional.

Verification must be provided in a timely manner. In the event that advance notice of the leave cannot be given because of an emergency or unforeseen circumstances due to domestic violence, sexual assault, or stalking, verification must be provided to the employer within a reasonable time period during or after the leave.

In the event UW Physicians, or the employee's child's school or place of care, is closed by order of a public official for any health-related reason, acceptable verification may include:

- Written notice of closure by order of a public official that the employee received regarding the employee's child's school or place of care.
- Verification must be provided to UW Physicians within 10 calendar days of the first day an employee used paid sick leave for such purpose.
- For any verification required, please note:
- The employee is not required to provide any details concerning the specific nature of the health condition in order to use paid sick leave, unless otherwise required by law.
- Any information the employee provides will be kept confidential.

Certain extended illnesses and injuries may qualify under federal, state and/or local laws. Employees should contact Human Resources to discuss leave options that may apply in their circumstances.

(c) Sick Leave Notification.

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

When the need for sick leave is foreseeable, such as a scheduled doctor's appointment, employees must provide as much advance notice as possible to their supervisor, but no less than 24 hours prior to the scheduled appointment. The supervisor will evaluate the request for leave and will have discretion on whether the leave should be approved or not.

Failure to properly notify the supervisor or designee may lead to disciplinary action.

(d) Sick Leave Cap.

No employee can carry a sick leave balance of more than 480 hours. An employee with a sick leave balance above 480 hours will receive payment equal to 25% of the hours of leave above 480 multiplied by the individual's hourly rate of pay.

(e) Abuse of Sick Leave.

UWP and the Union agree to work cooperatively toward the resolution of mutually identified problems regarding the use of sick leave. Both parties agree that neither the abuse nor arbitrary denial of sick leave will be condoned. UWP and the Union agree that both use of sick leave for reasons other than outlined in this article and where the employee fails to follow the collective bargaining agreement sick leave procedures will be considered abuse of sick leave and may be subject to corrective action.

(f) Joint Responsibility.

UWP and the Union recognize the shared responsibility in creating a culture of appropriate sick leave usage.

(g) Retaliation prohibited by Law.

- Any discrimination or retaliation against an employee for the lawful exercise of paid sick leave rights is not allowed.
- If an employee feels they are being discriminated or retaliated against for the lawful exercise of paid sick leave rights, the employee must contact Human Resources so UWP can investigate and correct the situation.
- UW Physicians may not require, as a condition of an employee taking paid sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is on paid sick leave.

(h) Seattle Paid Sick and Safe Time Ordinance.

The parties agree in this CBA to waive their rights and obligations under the Paid Sick Time and Safe Time Ordinance in accordance with SMC 14.16.120 until its expiration.

Section 3. Family Care Act Leave.

Employees with accrued paid sick or vacation leave are entitled to use their choice of accrued vacation and/or sick leave to care for:

- A child with a health condition requiring supervision or treatment

- A spouse, registered domestic partner, 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 **parent** means a biological or adoptive parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.

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.

Section 4. Premium for Family and Medical Leave Insurance Program.

Under Chapter RCW 50A.04 RCW, Washington has enacted a new Family and Medical Leave insurance program – a new benefit for all employees in Washington. To fund the program, employers are required to remit a certain percentage of employee wages to the state and UWP is authorized to deduct a portion of these premiums from employee wages. UWP shall cover the cost of this benefit in full.

Section 5. Leave Without Pay.

Leave without pay (LWOP) arises when an employee has exhausted all accrued vacation 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 their manager and/or director to evaluate the situation and establish corrective action.

When an employee is placed on leave without pay, they do 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 their leave unless they have returned to work or pay the premium to UWP. No vacation or sick leave accruals occur during leave without pay, except as noted in Section 6 (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 or with management approval for leave identified during the hiring process, 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 6 (Military Leave) and Section 7 (Family and Medical Leave). Leaves without pay for reasons other than those described in Sections 6 and 7 may be granted by UWP. The decision to grant or deny leaves of absence without pay for reasons other than those described in Sections 6 and 7 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 6. 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 7. 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 or 12 to 26 weeks for military leave and exigencies 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 their 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.

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

Section 8. Leave Related to Domestic Violence, Sexual Assault or Stalking.

As required by state law, and in accordance with UWP policy, the Employer shall grant time off to an employee who is a victim of domestic violence, sexual assault, or stalking or to an employee who has to assist a family member who is a victim of domestic violence, sexual assault or stalking. The parties will work to promote broad knowledge of this clause in the workforce.

Section 9. 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.

Section 10. 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 11. Inclement Weather.

On days when normal business operations are disrupted due to inclement weather the following policy will apply.

1. Current telework employees will work their normally scheduled shift.
2. Telework eligible employees will be given access to the Citrix system and will work their normally scheduled shift.
3. Employees who are not telework eligible who arrive during the first two hours of their normally scheduled shift and work the remainder of their normally scheduled shift will be paid for the full shift.
4. Employees who are not telework eligible who arrive after the first two hours of their normally scheduled shift will be paid for actual hours worked.
5. Employees who are not telework eligible and leave work before the end of their regularly scheduled shift will be paid for actual hours worked.

ARTICLE 10. BEREAVEMENT LEAVE

If a death occurs in the immediate family of an employee, they 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 permanent member of the household.

An employee who is appointed executor of a family estate, or if overnight travel is required, shall be granted an additional two (2) days, to a maximum of 16 hours, of bereavement leave. If the employee is appointed executor and overnight travel is required, the employee is eligible for up to four (4) additional days bereavement leave, of which up to 32 hours will be paid 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.

Employees must give as much notice as possible of the intention to take leave. When not foreseeable, employees must provide notice in accordance with department specific call out procedure at least 30 minutes before the start of the shift. If not possible due to emergency, employee is responsible for reporting the absence at the earliest possible time. Documentation supporting the need for bereavement may be required.

ARTICLE 11. JURY DUTY

An employee summoned for jury duty shall be allowed the necessary time off for such service. The jury summon shall be submitted to UWP. UWP will pay an amount equal to the employee's regular rate of pay for two weeks (80 hours) missed for jury duty (prorated for part time employees) per year. Daily jury attendance forms shall be submitted for all time off. In cases when an employee's jury duty lasts longer than two weeks, s/he may elect to use pre- approved accrued vacation leave or leave without pay.

ARTICLE 12. BENEFITS

Section 1. Health Insurance.

The parties recognize that the Affordable Care Act may offer opportunities for many employees to get health insurance coverage for themselves and their dependents that is more affordable, either in terms of premiums, coverage, or both, than is offered by their employer. In such case, UWP allows an employee to opt out of its health benefit plan, provided that they provides proof of alternative health insurance coverage monthly or as determined by Human Resources.

In the event that the Union determines that lower cost coverage under the Affordable Care Act is unavailable to an employee as a result of the terms of this agreement, UWP and Union shall meet to discuss appropriate options for that employee.

UWP will offer medical insurance coverage to each employee and their 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, 2018.

UWP will *offer* a Consumer Driven Health Plan (HDHP) as set out in Appendix D with a Health Savings Account (HSA). UWP will also *offer* one (1) preferred provider plan (PPO) with a benefit structure which is substantially equivalent, but in no case less than that offered to University of Washington employees through the Uniform Medical Plan (UMP) (plan design as of July 1, 2018 is included in Appendix D but may change from calendar year to calendar year as determined by the State and University).

Plans will be provided by Premera Blue Cross, Regence Blue Shield or by a different carrier with a materially similar plan, subject to agreement of the Union. Medical insurance coverage includes deductibles and co-payments as described in the Summary Plan Description. UWP and Union acknowledge that plan design provided by the insurance carrier may change due to regulatory requirements.

Employees will share in the cost of the medical insurance premiums by payroll deduction as follows:

	Employee Premium Share	
	HDHP	UMP Look alike
Employee only	0%	15%
Employee & children	5%	15%
Employee & spouse	5%	15%
Employee & family	10%	15%

The employee is not required to enroll themselves 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 Human Resources.

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 HDHP and will contribute 80% of the plan deductible for participating employees. The employer’s contribution will be transmitted for deposit in the employees’ HSA account as follows:

- 50% employer contribution by January 15 of each year and 50% employer contribution by July 15 each year;
- Exception: Employees transitioning to the HDHP as first time participants selecting the HDHP will receive 100% of the 80% employer deductible contribution by January 15 of the applicable Plan Year.
- If hired prior to April 1 of each year, new hires opting for the HDHP will receive 100% of 80% employer deductible for the year in which they are hired.

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

Section 3. Dental Insurance.

The Employer will provide the Washington Dental Service (WDS) plan (or a different carrier with a materially similar plan, subject to agreement of the Union) to eligible bargaining unit employees and their dependents including domestic partners as defined by the carrier, at no cost to the employee. Orthodontia coverage will be provided for eligible bargaining unit employees and their dependents and domestic partners.

Section 4. 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 5. 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 100% vested in this program after five (5) plan years of service. Employees with less than five (5) plan years of service shall also be 100% vested when their employment transitions to UW at the direction of UWP.

Section 6. 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 7. 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 8. 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 9. Tax Deferred Annuity.

UWP will make available a tax-deferred annuity retirement plan for employees.

ARTICLE 13. TRANSPORTATION AND PARKING**Section 1. Mass Transit.**

Starting January 1, 2014 the employer will subsidize the full cost of regional mass transit, including regional transit van pools. If the cost should exceed \$80, employees will pay the amount in excess of \$80.

Section 2. Parking.

While UWP's business office remains at 701 5th Ave, Seattle, parking may be provided for approved business purposes only. Should the UWP business offices move during the life of this agreement the parties shall reopen this article of the CBA.

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 their manager, they 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 they have 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 parties agree to utilize the Federal Mediation and Conciliation Service (FMCS) expedited arbitration rules. The parties will make every effort to schedule the hearing within 60 days if allowed by FMCS. Should a case also involve an external legal proceeding the parties may by mutual agreement, delay the process until that proceeding is finished. 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 FMCS service for selection of an arbitrator in accordance with the rules then obtained of FMCS applicable to labor arbitration. Any arbitration here under 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 they 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.

Section 2. Representation Rights.

When an employee is being interviewed about an issue that could reasonably lead to disciplinary action, the employer shall offer the employee the opportunity for a steward to be present and if the employee requests the same, a steward shall be present.

Employees are entitled to representation at each step subject to the disciplinary procedure and a steward shall be present unless the employee declines representation.

Prior to dismissal, a pre-determination meeting will be scheduled to give the employee an opportunity to present their case before the final decision is made. A Union representative shall be present at the pre-determination meeting unless the employee declines representation.

Time spent by stewards on representation for non-grievable matters shall be reasonable and granted under Article 17, Section 2.A.

Section 3. 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. Notation of verbal counseling shall not be used for purposes of advancing to the next step of corrective action or considered for other employment related decisions after six (6) months of satisfactory performance.

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 two (2) business days before the counseling; however, the parties may agree to hold the counseling meeting less than two (2) days after the Action Plan is provided. Extensions will be granted upon request and by mutual agreement. 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 their 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 three Union officers (Chair, Secretary, and Lead Steward) and an additional five (5) Union stewards, up to three (3) of whom may be from the same department, 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 officers and their successors following the election of any new steward(s) or officer(s).

Section 2. A. Steward Non-Grievance Release Time.

A steward will notify their manager and receive permission for release time as soon as possible and should ensure that employee they are representing has also notified their supervisor/manager. Stewards shall be permitted reasonable time, not to exceed on average, twenty four (24) hours cumulatively for all stewards with a maximum of ten (10) hours per steward paid release time per month (with additional hours beyond ten as approved by the steward's supervisor subject to business need), for non-grievance employee issues such as new employee orientation.

Section 2. B. Steward Grievance 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. Vacation 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. Training.

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

Section 4. Joint Union Management Committee (JUMC) Release Time.

Stewards and officers appointed to the JUMC as set out in Article 2.2 will be released according to Article 28.7.

Section 5. Employee Representation.

A record of the steward and officer 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 salary range for any new classification resulting from this effort must be approved by the Union and the JUMC in writing.

ARTICLE 19. CLASSIFICATION, ALLOCATION AND WORKLOAD

If an employee, through an accumulation of duties, can document (through Union requested reports and other gathered data) that their workload has increased to the degree that they require additional skills/knowledge or are regularly required to work overtime in order to accomplish the regular work of the position, or that they are regularly unable to complete the required work of the position because of the increase in duties, or their 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 their manager, using an approved Reclassification form as contained in Appendix E of this Agreement. The Reclassification 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.

If the audit of the position determines that reclassification is merited the following compensation guidelines will be followed.

- **Same Classification Range:** The incumbents in the classification will continue to receive their current rate of pay.
- **Higher Classification Range:** The incumbents in the classification at the minimum will receive an increase as if receiving a promotion under Article 6, Section 3.
- **Lower Classification:** The incumbents in the classification will continue to receive their current rate of pay.

In all situations, the employee's anniversary date is not changed by such a reassignment.

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 their 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.
- 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 or comparable five point rating levels."

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: 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.

(b) Seniority: 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. An employee shall lose their seniority if the employee is on the recall list for more than two (2) years.

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.

Employees who are notified that they are to be laid off have preferential rights over the employees on the recall lists to vacant bargaining unit positions. UWP will follow the layoff procedure in Art. 21, Sec.1 of the CBA. An employee shall be considered qualified when they meet 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 for two years from the date of layoff. The Recall List is a compilation of listings of represented employees who were laid off due to the reduction in force. The Recall List is actually several lists: one list for every classification which laid-off, represented individuals have held, and arranged in order of seniority.

Section 6. Recall Procedure.

The Employer agrees to place regular employees who have been laid off on individual recall lists for each classification within the Company for which they are qualified. An employee shall be considered qualified when they meet the minimum qualifications (education, experience, certifications, knowledge, skills, and abilities and computer/software proficiency) of the position listed on the job posting. 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.

When vacancies arise in a classification, only the employees on the recall list for that classification would be offered the position in order of seniority. To be eligible for reinstatement, laid-off employees must keep UWP informed of their current address. The Employer'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. If an employee declines an offer of recall for a classification previously held, or for which they are qualified, they is permanently removed from that recall list (but not from any other recall list they may be on). "Declining an offer of recall" includes declining the offered position, failing to respond to the offer, or, after responding, failing to report to work when and where notified. An employee may remove him/herself permanently from the recall list for a classification by written notice to UWP HR. Employees on the recall list will also be notified of other vacancies within the company as a courtesy, but have no special rights to reinstatement. Failure of UWP to provide such courtesy notification is not subject to the grievance procedure.

If there are two (2) or more employees on the recall list within the same classification 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 their seniority if the employee voluntarily terminates their 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 they 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 their 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 as deemed necessary by an appropriate medical professional. 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 their 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 their 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.

ARTICLE 27. PERSONNEL RECORDS ACCESS

Section 1. Personnel Records Access.

An employee shall have the right to inspect the contents of their 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 their 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. QUALITY OF WORK PLACE

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.

ARTICLE 35. TELEWORK

Teleworking is a voluntary work alternative that is appropriate for some positions where job characteristics are well suited to such an arrangement. It can be considered a means to meet business needs, use office space more efficiently, and improve employee productivity, morale and retention. Telework shifts must be in accordance with UWP's Core Hour Policy (which may be updated by UWP from time to time in its sole discretion.)

Appendix F reflects the positions currently eligible for Telework and the maximum number of days per week telework is allowed for the position (based on a five day work week). As technology solutions are implemented that streamline operations, provide the ability to remotely manage workflows, and reduce the need for processing paper, UWP will update the grid, as appropriate, to move additional positions to four (4) days telework eligibility. The grid will also be updated to reflect any new positions added.

Telework arrangements will be subject to UWP's policy on telework, A-08: Telework. Any substantive proposed changes, inclusive of any changes affecting conditions of employment to this policy shall be subject to negotiations.

ARTICLE 36. DURATION

Section 1.

Except as otherwise provided herein, this Agreement shall become effective upon ratification, and remain in force until December 31, 2019.

Section 2.

Should there be any delay in the transition of bargaining unit staff to UW, all references to December 31, 2019 shall be changed to reflect the actual date of the transition. The duration of the contract shall not exceed June 30, 2020. The JUMC will convene sixty (60) to ninety (90) calendar days prior to the expiration of the contract to determine what bargaining will be necessary.

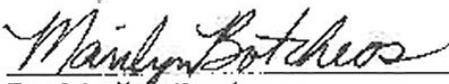
Approved: August

Ratified: August 15, 2018

UW Physicians

SEIU Local 925

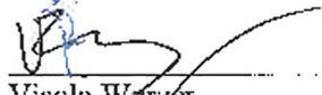

By: Anthony Dorsch
Executive Director

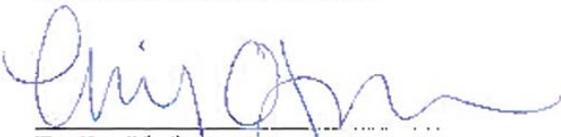

By: Marilyn Botcheos
Field Director, SEIU Local 925

Bargaining Team Members:

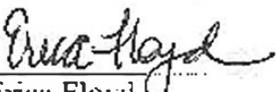
Bargaining Team Members:

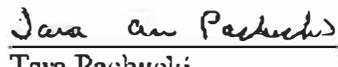

Mike Tribble
Associate General Counsel


Visola Warner
Professional Fee Coder II

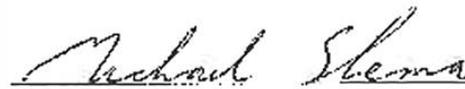

Emily Olafson
Interim Director, Human Resources


Amber Arrington
Research Billing Coordinator

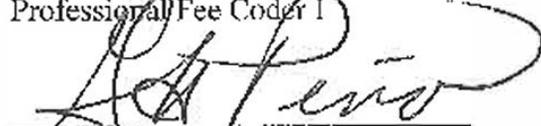

Erica Floyd
Controller, Finance


Tara Pachucki
Professional Fee Coder I


Marisa Samp
Director, Coding & Charge Capture


Michael Shema
Professional Fee Coder I


Kathy Atkinson
Manager, Claims, Payment & Credit


Guadalupe Pena
Patient Billing Coordinator


Libbey Buckley
Supervisor, Patient Accounts & Inquiry

APPENDIX A

Salaries

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

1.1 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.

1.2 Under Section 1.1, above, some UWP employees would not receive an annual increase from UWP in fiscal year 2020 because their anniversary date does not occur prior to transition to University of Washington (UW) employment. These employees shall receive a step increase effective at the end of the last day of UWP employment if the UW does not recognize their UWP anniversary date for purposes of granting UW step increases.

Section 2. Compensation Adjustments.

The Employer reserves the right to increase the compensation of any employee as needed to meet or respond to business needs. The scale shall be adjusted by 1% effective upon the first full pay period commencing on or after July 1, 2018, and 1% commencing at the beginning of the first full pay period on or after July 1, 2019. All employees shall receive an increase equal to 1% for each of these adjustments.

Section 3. Hires Above Base.

3.1 The Employer may hire external candidates above base if a prospective employee has documentable and verifiable experience. If a new employee is hired at a rate that is equivalent to or greater than a more experienced current employee(s), that existing employee(s) shall receive one step (2.5) increase. The existing employee’s anniversary date will not change with this adjustment.

The JUMC shall meet quarterly and review the placement of new hires and discuss if adjustments greater than 2.5% are warranted for existing employees under this section.

3.2 The Employer shall set base compensation for internal voluntary transfers as provided in Article 6, Section 3. The JUMC shall meet quarterly and review compensation for internal voluntary transfers and the Union may recommend the Employer increase compensation to similarly situated current employee(s) to address internal equity/salary compression.

Section 4. Pay Frequency.

Effective at 11:59 PM on December 31, 2019 Employees shall receive compensation for future days of work upon the payment schedule used by the University of Washington for its employees represented by SEIU Local 925.

Section 5. Bonus Payment.

5.1 Bonus Payment. Employees in the bargaining unit as of the date of ratification who maintain employment through the payment date will be paid one bonus payment of 2% December 20, 2019. Payments are made based upon regular gross salary in the prior calendar year.

5.2 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. Bonus payments are treated the same as salary for purposes of calculating benefits (i.e., pension).

APPENDIX B
Classifications - Bargaining Unit Positions
Effective 8/15/18

Level	TITLE	Dept
9	Clerk, Claims Pymnt & Cr	Claims, Payment & Credit
9	Clerk, Gen Service Support	General Services
9	Clerk, Incoming Mail	General Services
9	Clerk, Insurance Follow Up	Insurance Followup
9	Clerk, Outgoing Mail	General Services
9	Receptionist	General Services
9	Outpat Charge Coord I	Coding and Charge Capture
9	Self-Pay Admin Support	Patient Accts & Inquiry
<i>10</i>	<i>Range Not Used</i>	
11	Cash Coordinator	Claims, Payment & Credit
11	Payroll Support Clerk	Finance
<i>12</i>	<i>Range Not Used</i>	
13	Outpat Charge Coord II	Coding and Charge Capture
13	Payment Poster	Claims, Payment & Credit
14	Claim Pymt Research Coord	Claims, Payment & Credit
14	Claims Specialist	Claims, Payment & Credit
14	Credit Balance Specialist	Claims, Payment & Credit
14	Insurance Followup Spec	Insurance Followup
14	Processor, Claims & Pymt	Claims, Payment & Credit
15	Financial Acctng & Payables Clerk	Finance
15	Provider Enrollment Spec Coord	Revenue Cycle Support
16	Patient Billing Coordinator	Claims, Payment & Credit
16	Insurance Followup Float	Insurance Followup
17	Cash Reconciliation Coord	Claims, Payment & Credit
17	Lead Pymnt Posting Coord	Claims, Payment & Credit
17	Spec Processing Coord	Insurance Followup
18	Compliance Education Coord	Compliance
18	Compliance Prog Adm Coord	Compliance
18	Lead Claims Specialist	Claims, Payment & Credit
18	Lead Credit Bal Spec	Claims, Payment & Credit
18	Lead Insurance Followup	Insurance Followup
18	Patient Account Specialist	Patient Accts & Inquiry
19	General Services Coordinator	General Services
19	Patient Account Analyst	Patient Accts & Inquiry
19	Patient Advocate	Patient Accts & Inquiry
19	Provider Enrollment Spec	Revenue Cycle Support
19	Research Bill Coordinator	Insurance Followup
20	Lead Patient Accounts & Inquiry	Patient Accts & Inquiry
<i>21</i>	<i>Range Not Used</i>	
<i>22</i>	<i>Range Not Used</i>	
23	Lead Provider Enroll Spec	Revenue Integrity
23	Payor Relations Liaison	Revenue Integrity

24		<i>Range Not Used</i>
25	Pro Fee Coder I	Coding and Charge Capture
26	Payroll Specialist	Finance
27	Lead Payor Rel Liaison	Revenue Cycle Integrity
27	Pro Fee Coder II	Coding and Charge Capture
28	Pro Fee Coder Float	Coding and Charge Capture
29		<i>Range Not Used</i>
30	Lead Prof Fee Coder	Coding and Charge Capture

APPENDIX C Bargaining Unit Wage Scale

FY19 Wage Scale 7-1-18

STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
RANGE 9	14.63																							
	15.00	15.00	15.38	15.76	16.15	16.55	16.96	17.38	17.81	18.26	18.72	19.19	19.67	20.16	20.66	21.18	21.71	22.25	22.81	23.38	23.96	24.56	25.17	25.80
10	15.00	15.38	15.76	16.15	16.55	16.96	17.38	17.81	18.26	18.72	19.19	19.67	20.16	20.66	21.18	21.71	22.25	22.81	23.38	23.96	24.56	25.17	25.80	
11	15.38	15.76	16.15	16.55	16.96	17.38	17.81	18.26	18.72	19.19	19.67	20.16	20.66	21.18	21.71	22.25	22.81	23.38	23.96	24.56	25.17	25.80	26.45	
12	15.76	16.15	16.55	16.96	17.38	17.81	18.26	18.72	19.19	19.67	20.16	20.66	21.18	21.71	22.25	22.81	23.38	23.96	24.56	25.17	25.80	26.45	27.11	
13	16.15	16.55	16.96	17.38	17.81	18.26	18.72	19.19	19.67	20.16	20.66	21.18	21.71	22.25	22.81	23.38	23.96	24.56	25.17	25.80	26.45	27.11	27.79	
14	16.55	16.96	17.38	17.81	18.26	18.72	19.19	19.67	20.16	20.66	21.18	21.71	22.25	22.81	23.38	23.96	24.56	25.17	25.80	26.45	27.11	27.79	28.48	
15	16.96	17.38	17.81	18.26	18.72	19.19	19.67	20.16	20.66	21.18	21.71	22.25	22.81	23.38	23.96	24.56	25.17	25.80	26.45	27.11	27.79	28.48	29.19	
16	17.38	17.81	18.26	18.72	19.19	19.67	20.16	20.66	21.18	21.71	22.25	22.81	23.38	23.96	24.56	25.17	25.80	26.45	27.11	27.79	28.48	29.19	29.92	
17	17.81	18.26	18.72	19.19	19.67	20.16	20.66	21.18	21.71	22.25	22.81	23.38	23.96	24.56	25.17	25.80	26.45	27.11	27.79	28.48	29.19	29.92	30.67	
18	18.26	18.72	19.19	19.67	20.16	20.66	21.18	21.71	22.25	22.81	23.38	23.96	24.56	25.17	25.80	26.45	27.11	27.79	28.48	29.19	29.92	30.67	31.44	
19	18.72	19.19	19.67	20.16	20.66	21.18	21.71	22.25	22.81	23.38	23.96	24.56	25.17	25.80	26.45	27.11	27.79	28.48	29.19	29.92	30.67	31.44	32.23	
20	19.19	19.67	20.16	20.66	21.18	21.71	22.25	22.81	23.38	23.96	24.56	25.17	25.80	26.45	27.11	27.79	28.48	29.19	29.92	30.67	31.44	32.23	33.04	
21	19.67	20.16	20.66	21.18	21.71	22.25	22.81	23.38	23.96	24.56	25.17	25.80	26.45	27.11	27.79	28.48	29.19	29.92	30.67	31.44	32.23	33.04	33.87	
22	20.16	20.66	21.18	21.71	22.25	22.81	23.38	23.96	24.56	25.17	25.80	26.45	27.11	27.79	28.48	29.19	29.92	30.67	31.44	32.23	33.04	33.87	34.72	
23	20.66	21.18	21.71	22.25	22.81	23.38	23.96	24.56	25.17	25.80	26.45	27.11	27.79	28.48	29.19	29.92	30.67	31.44	32.23	33.04	33.87	34.72	35.59	
24	21.18	21.71	22.25	22.81	23.38	23.96	24.56	25.17	25.80	26.45	27.11	27.79	28.48	29.19	29.92	30.67	31.44	32.23	33.04	33.87	34.72	35.59	36.48	
25	21.71	22.25	22.81	23.38	23.96	24.56	25.17	25.80	26.45	27.11	27.79	28.48	29.19	29.92	30.67	31.44	32.23	33.04	33.87	34.72	35.59	36.48	37.39	
26	22.25	22.81	23.38	23.96	24.56	25.17	25.80	26.45	27.11	27.79	28.48	29.19	29.92	30.67	31.44	32.23	33.04	33.87	34.72	35.59	36.48	37.39	38.32	
27	22.81	23.38	23.96	24.56	25.17	25.80	26.45	27.11	27.79	28.48	29.19	29.92	30.67	31.44	32.23	33.04	33.87	34.72	35.59	36.48	37.39	38.32	39.28	
28	23.38	23.96	24.56	25.17	25.80	26.45	27.11	27.79	28.48	29.19	29.92	30.67	31.44	32.23	33.04	33.87	34.72	35.59	36.48	37.39	38.32	39.28	40.26	
29	23.96	24.56	25.17	25.80	26.45	27.11	27.79	28.48	29.19	29.92	30.67	31.44	32.23	33.04	33.87	34.72	35.59	36.48	37.39	38.32	39.28	40.26	41.27	
30	24.56	25.17	25.80	26.45	27.11	27.79	28.48	29.19	29.92	30.67	31.44	32.23	33.04	33.87	34.72	35.59	36.48	37.39	38.32	39.28	40.26	41.27	42.30	

FY20 Wage Scale 7-1-19

STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
RANGE																								
9	14.78																							
	15.00	15.15	15.53	15.92	16.32	16.73	17.15	17.58	18.02	18.47	18.93	19.40	19.89	20.39	20.90	21.42	21.96	22.51	23.07	23.65	24.24	24.85	25.47	
10	15.15	15.53	15.92	16.32	16.73	17.15	17.58	18.02	18.47	18.93	19.40	19.89	20.39	20.90	21.42	21.96	22.51	23.07	23.65	24.24	24.85	25.47	26.11	
11	15.53	15.92	16.32	16.73	17.15	17.58	18.02	18.47	18.93	19.40	19.89	20.39	20.90	21.42	21.96	22.51	23.07	23.65	24.24	24.85	25.47	26.11	26.76	
12	15.92	16.32	16.73	17.14	17.57	18.01	18.46	18.92	19.40	19.88	20.38	20.89	21.41	21.95	22.49	23.06	23.63	24.22	24.83	25.45	26.09	26.74	27.41	
13	16.32	16.73	17.15	17.57	18.01	18.46	18.93	19.40	19.88	20.38	20.89	21.41	21.95	22.50	23.06	23.64	24.23	24.83	25.45	26.09	26.74	27.41	28.10	
14	16.73	17.15	17.58	18.02	18.47	18.93	19.40	19.89	20.38	20.89	21.42	21.95	22.50	23.06	23.64	24.23	24.84	25.46	26.09	26.75	27.41	28.10	28.80	
15	17.15	17.58	18.02	18.47	18.93	19.40	19.89	20.39	20.90	21.42	21.95	22.50	23.06	23.64	24.23	24.84	25.46	26.10	26.75	27.42	28.10	28.80	29.52	
16	17.58	18.02	18.47	18.93	19.41	19.89	20.39	20.90	21.42	21.96	22.50	23.07	23.64	24.23	24.84	25.46	26.10	26.75	27.42	28.10	28.81	29.53	30.27	
17	18.02	18.47	18.93	19.41	19.89	20.39	20.90	21.42	21.96	22.50	23.07	23.64	24.23	24.84	25.46	26.10	26.75	27.42	28.11	28.81	29.53	30.27	31.02	
18	18.47	18.93	19.41	19.89	20.39	20.90	21.42	21.96	22.50	23.07	23.64	24.23	24.84	25.46	26.10	26.75	27.42	28.10	28.81	29.53	30.27	31.02	31.80	
19	18.93	19.40	19.89	20.39	20.90	21.42	21.95	22.50	23.06	23.64	24.23	24.84	25.46	26.10	26.75	27.42	28.10	28.80	29.52	30.26	31.02	31.79	32.59	
20	19.40	19.89	20.38	20.89	21.41	21.95	22.50	23.06	23.64	24.23	24.83	25.45	26.09	26.74	27.41	28.10	28.80	29.52	30.26	31.01	31.79	32.58	33.40	
21	19.89	20.39	20.90	21.42	21.95	22.50	23.07	23.64	24.23	24.84	25.46	26.10	26.75	27.42	28.10	28.81	29.53	30.26	31.02	31.80	32.59	33.41	34.24	
22	20.39	20.90	21.42	21.96	22.51	23.07	23.65	24.24	24.84	25.46	26.10	26.75	27.42	28.11	28.81	29.53	30.27	31.03	31.80	32.60	33.41	34.25	35.10	
23	20.90	21.42	21.96	22.51	23.07	23.65	24.24	24.84	25.46	26.10	26.75	27.42	28.11	28.81	29.53	30.27	31.03	31.80	32.60	33.41	34.25	35.10	35.98	
24	21.42	21.96	22.50	23.07	23.64	24.23	24.84	25.46	26.10	26.75	27.42	28.10	28.81	29.53	30.27	31.02	31.80	32.59	33.41	34.24	35.10	35.98	36.88	
25	21.96	22.51	23.07	23.65	24.24	24.85	25.47	26.10	26.76	27.43	28.11	28.81	29.53	30.27	31.03	31.80	32.60	33.41	34.25	35.11	35.98	36.88	37.81	
26	22.51	23.07	23.65	24.24	24.85	25.47	26.10	26.76	27.43	28.11	28.81	29.54	30.27	31.03	31.81	32.60	33.42	34.25	35.11	35.99	36.89	37.81	38.75	
27	23.07	23.65	24.24	24.84	25.46	26.10	26.75	27.42	28.11	28.81	29.53	30.27	31.03	31.80	32.60	33.41	34.25	35.10	35.98	36.88	37.80	38.75	39.72	
28	23.65	24.24	24.85	25.47	26.11	26.76	27.43	28.11	28.82	29.54	30.27	31.03	31.81	32.60	33.42	34.25	35.11	35.99	36.89	37.81	38.75	39.72	40.72	
29	24.24	24.85	25.47	26.10	26.76	27.43	28.11	28.81	29.53	30.27	31.03	31.80	32.60	33.42	34.25	35.11	35.98	36.88	37.81	38.75	39.72	40.71	41.73	
30	24.85	25.47	26.11	26.76	27.43	28.12	28.82	29.54	30.28	31.03	31.81	32.61	33.42	34.26	35.11	35.99	36.89	37.81	38.76	39.73	40.72	41.74	42.78	

APPENDIX D

	HDHP	Classic
CoPay	N/A	Office visit: N/A Inpatient: \$200
Deductibles	\$1,350 individual plan	\$250 individual plan
	\$2,700 family plan (aggregate)	\$750 family plan (embedded deductible 3X individual)
Professional Office Visits	Deductible and coinsurance	Deductible and coinsurance
Coinsurance	20% (in-network)	15% (in-network)
	50% (out-of-network)	40% (out-of-network)
Out of Pocket Maximum	\$3,750 per individual	\$2,000 individual
	\$7,500 family (aggregate) (in network)	\$4,000 family Includes deductible and coinsurance
	Includes deductible and coinsurance Unlimited (out-of-network)	Unlimited (out-of-network)
Lifetime Maximum	Unlimited	Unlimited
Prescription	Generic Preventive (as determined by the plan provider): Covered in full Other Pharmacy: Deductible and Coinsurance	Generic: Lesser of 10% or Rx cost limit (\$75); deductible waived Brand: Lesser of 30% or Rx cost limit after deductible (\$75) Non-Preferred: 50% after deductible
Vision Exam (once per calendar year)	Covered in full	Covered in full
Vision Hardware	\$300 per calendar year	\$150 per calendar year
Preventative Office Visit	Covered at 100% (deductible waived)	Covered at 100% (deductible waived)

Birth Control	Covered at 100% (deductible waived)	Covered at 100% (deductible waived)
Emergency Care	Deductible and coinsurance	Deductible and coinsurance
Diagnostic Tests, Laboratory, and X- Rays	Deductible and coinsurance (except preventative paid at 100%)	Deductible and coinsurance (except preventative paid at 100%)

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.

APPENDIX E

Reclassification Form

Please complete and submit to your manager.
Requests will be reviewed at the next available Director's meeting.

Employee: _____ Date: _____

Title: _____ Department: _____

Manager: _____

Action Requested: _____

Description of Duties

List duties first which occupy most of your time. Attach additional sheet if necessary	Percentage of time spent doing this task:
<i>Most Responsible Duty:</i>	
<i>Other Duties:</i>	
Explain justification for your request. Explain how duties and responsibilities have changed. (Attach additional sheet if necessary)	
List Employees, if any, under your DIRECT supervision.	

I certify that the statements contained herein are my own and are accurate.

Signature

Date

APPENDIX F
Telework Eligible Positions

Position	Department	Eligible (Y/N)	Max # of Days
Cash Coordinator	Claims, Payment & Credit	N	0
Cash Reconciliation Coord	Claims, Payment & Credit	N	0
Claim Pymt Research Coord	Claims, Payment & Credit	N	0
Claims Specialist	Claims, Payment & Credit	Y	4
Clerk, Claims Pymnt & Cr	Claims, Payment & Credit	N	0
Credit Balance Specialist	Claims, Payment & Credit	Y	3
Lead Claims Specialist	Claims, Payment & Credit	Y	3
Lead Credit Bal Spec	Claims, Payment & Credit	Y	3
Lead Pymnt Posting Coord.	Claims, Payment & Credit	Y	1
Payment Poster	Claims, Payment & Credit	Y	4
Processor, Claims & Pymt	Claims, Payment & Credit	Y	4
Lead Prof Fee Coder	Coding & Charge Capture	Y	4
Outpat Charge Coord. I	Coding & Charge Capture	Y	1
Outpat Charge Coord. II	Coding & Charge Capture	Y	2
Pro Fee Coder Float	Coding & Charge Capture	Y	4
Pro Fee Coder I	Coding & Charge Capture	Y	4
Pro Fee Coder II	Coding & Charge Capture	Y	4
Compliance Educ Coord	Compliance	N	0
Compliance Prog Adm Coord	Compliance	N	0
Clerk Fin Acctng & Pybles	Finance	N	0
Payroll Specialist	Finance	N	0
Clerk General Svcs Sppt	General Services	N	0
Clerk Incoming Mail Sppt	General Services	N	0
Clerk, Outgoing Mail	General Services	N	0
General Services Coordinator	General Services	N	0
Receptionist	General Services	N	0
Insurance Follow-up Clerk	Insurance Follow Up	N	0

Position	Department	Eligible (Y/N)	Max # of Days
Insurance Follow-up Float	Insurance Follow Up	Y	4
Insurance Follow-up Spec	Insurance Follow Up/Revenue Integrity	Y	4
Lead Insurance Follow-up	Insurance Follow Up	Y	3
Research Billing Coord	Insurance Follow Up	Y	4
Spec Processing Coord	Insurance Follow Up	Y	4
Self-Pay Administrative Supports	Patient Accounts & Inquiry	N	0
Lead Patient Accounts & Inquiry	Patient Accounts & Inquiry	Y	3
Patient Account Specialist	Patient Accounts & Inquiry	Y	4
Patient Billing Coordinator	Patient Accounts & Inquiry	Y	4
Patient Advocate	Patient Accounts & Inquiry	Y	4
Lead Payor Rel Liaison	Revenue Integrity	Y	4
Lead Provider Enroll Spec	Revenue Integrity	N	0
Payor Relations Liaison	Revenue Integrity	Y	4
Provider Enrollment Spec	Revenue Integrity	N	0