

Agreement by and between

# UFCW 21 and Seattle Children's Hospital



Urgent Care Medical Assistants Unit

Effective through: July 6, 2024



# YOUR VOICE, YOUR UNION, YOUR CONTRACT

## About UFCW 21

UFCW 21 is a large, strong, progressive, and diverse union, representing more grocery workers, retail workers, and professional and technical health care workers than any other union in the state.

With over 46,000 members united, we have the power and resources to take on tough employers, represent members on the job, raise standards in our industries, and support laws that make a difference for working families.

My Union Representative:

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My Union Steward:

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**With a union you and your co-workers have a voice in decisions about your work life—**wages, benefits, holidays and vacations, scheduling, seniority rights, job security, and much more. Union negotiations put us across the bargaining table from management—as equals.

A negotiating committee of your co-workers and union staff negotiated this contract. How does the negotiating committee know what issues are important? Union members tell us. The issues raised in contract surveys and proposal meetings help us decide what to propose in contract negotiations. Stewards and union representatives report on issues that arise on the job, talking with members about grievances, problems, and needs. They have a hands-on sense of what the issues are.

The more that union members stand together and speak out with one voice, the stronger the contract we can win. A contract can only take effect after union members have a chance to review the offer and vote on it.

**A union is as strong as its members. It's no secret—an active and united membership means a stronger union—which means a better contract.**

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This Agreement is made and entered into by and between Seattle Children's (hereinafter referred to as the "Employer" or the "Hospital") and the United Food and Commercial Workers Union, Local 21, (hereinafter referred to as the "Union") in furtherance of their shared goal of maintaining a world class pediatric hospital that manifests the values of compassion, excellence, integrity, collaboration, equity and innovation. The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

#### ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all full-time, part-time, and per diem medical assistants as certified by the National Labor Relations Board in Case No. 19-RC-260520, dated July 24, 2020, employed by the Employer at the following Urgent Care Clinic locations:

Seattle Children’s Bellevue Clinic and Surgery Center  
1500 116th Ave. NE  
Bellevue, WA 98004

Seattle Children’s Hospital  
4800 Sand Point Way NE  
Seattle, WA 98105

Seattle Children’s South Clinic in Federal Way (formerly “South Clinic”)  
34920 Enchanted Pkwy. S.  
Federal Way, WA 98003

Seattle Children’s North Clinic in Everett (formerly “North Clinic”)  
1815 13th Street  
Everett, WA 98201

excluding all other employees, employees in other bargaining units, temporary employees, managers, guards, confidential employees, and supervisors as defined by the National Labor Relations Act.

#### ARTICLE 2 – MANAGEMENT RIGHTS

The Union recognizes the Employer’s commitment to serve the community with the highest quality of patient care efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the Urgent Care Clinics including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and to establish and change job assignments, working schedules and standards of performance; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements and staff ratios; to determine the kind and location of facilities; to determine the location in

which services are to be provided; to determine the hours of operation; to determine whether the whole or any part of the Urgent Care Clinics shall continue to operate; to extend, limit, curtail or contract out its operations in whole or in part, including the right to utilize the services of registry/agency personnel and travelers; to select and hire employees; to promote and transfer employees; to discipline, demote or discharge employees; the Employer reserves the right to discharge any employee deemed to be incompetent based upon established job criteria and exercised in good faith; to lay off employees due to lack of work, low census conditions or for other reasons; to recall employees; to require overtime work of its employees; and to promulgate rules, regulations and personnel policies, provided that these management rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those rights and prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

### ARTICLE 3 – UNION MEMBERSHIP; DUES DEDUCTION

3.1 Union Membership - Current Employees. Membership in the Union for employees hired prior to January 29, 2018 is voluntary. All employees covered by this Agreement, who are now members or who voluntarily become members of the Union shall, as a condition of employment, upon the effective date, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. “In good standing,” for the purposes of this Agreement, is defined as the tendering of Union dues, initiation fees, or a fair share/representation fee on a timely basis.

3.2 Union Membership - New Hires. It shall be a condition of employment that all employees covered by this Agreement who are hired on or after January 29, 2018 shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee.

3.3 Religious Objection. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

3.4 Failure to Comply. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

3.4.1 Hold Harmless. The Union will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate an employee's employment pursuant to this Article.

3.5 Notification. The Employer shall make newly hired employees aware of the representation fee/membership conditions of employment in its postings for the position.

3.6 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues and initiation fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms; provided, however, this authorization form may be rescinded and canceled by the employee at any time by written notice to the Employer with a copy to the Union. The amount deducted and a roster of all employees using payroll deduction will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee, including the use and security of the Social Security Numbers provided pursuant to Section 4.6 below.

3.7 Voluntary Political Action Fund Deduction. The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form (UFCW Active Ballot Club). The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any deduction made from the wages of said employee. Voluntary Political Action Fund contributions shall be a minimum of two dollars (\$2.00) per pay period.

3.8 Contract. The Employer will make this Agreement available on its intranet and shall inform employees that it is available for review/printing there. The Union will provide copies of this Agreement to employees.

#### ARTICLE 4 – RIGHT OF ACCESS/UNION BUSINESS

4.1 Access to Premises-Union Staff. Authorized staff representatives of the Union shall have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union staff representatives shall not have access to employee lounges, nursing units, work areas or other patient care areas unless advance approval has been obtained from the Employer. The Union agrees that this limited right of access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and such access shall not interfere with or disturb employees in the performance of their work during working hours, and shall not interfere



with or provide any distraction to patient care, patient families or the normal operation of the “Hospital”.

4.2 Conference Rooms. The Union may request the use of conference rooms for meetings, provided the request is made to Human Resources with sufficient advance notice and the length of time and space is available. The Employer shall not unreasonably deny a request.

4.3 Unit Representative/Shop Steward. The Union may designate Urgent Care Clinic Representatives (Shop Stewards) for each Urgent Care Clinic in the Urgent Care Clinic bargaining unit. The Unit Representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the selection. A Chief Steward will be identified as the primary contact point for communication between the Employer and the bargaining unit. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during non-working times (e.g., breaks, meal periods and before or after shift), and shall not interfere with the work of other employees, or provide any distraction to patient care, patient families or the normal operations of the “Hospital”.

4.4 Job Descriptions. The Employer will provide the Union with a copy of job descriptions and subsequent material revisions for employees covered by this Agreement. Upon written request by the Union, the Employer and Union will meet within fourteen (14) days of the request to review any revised job descriptions for bargaining unit classifications.

4.5 Bulletin Boards. The Union will be permitted the use of bulletin board space designated by the Employer for the purpose of posting Union notices. Bulletin boards shall be shared with other unions at each Urgent Care Clinic. All materials posted on the bulletin boards must, prior to posting, be approved by the Director of Human Resources or an on-site designee, and signed by a designated Unit Representative. The Union and each bargaining unit employee agrees to limit the posting of Union materials to these designated bulletin boards.

4.6 Bargaining Unit Roster. Quarterly, the Employer shall electronically provide the Union with a list of all employees covered by this Agreement including their name, address, last four digits of social security number, department, classification, FTE status, gross monthly pay for the past three (3) months, and date of hire. Monthly, the Employer shall provide electronically a list of new hires (including the above referenced information) and a listing of names and last four digits of social security numbers of all terminations during the month.

4.7 New Employee Orientation. A designated UFCW, Local 21 bargaining unit representative may meet with new hires for a period of up to thirty (30) minutes at the end of the Hospital’s orientation. Attendance shall be voluntary and shall be on the unpaid time of the bargaining unit representative and the new hire. The Employer will advise the Union when bargaining unit members are attending new hire orientations.

4.8 Collective Bargaining. The Employer will make a good faith effort to release the members of the Union’s designated bargaining committee (up to four (4) employees, with no more than two (2) employees from each urgent care) from work to attend Collective Bargaining Sessions when scheduled. Prior to the start of Collective Bargaining, the designated employees shall identify whether they wish to use vacation, personal time, or holiday time for the dates of

the bargaining sessions they attend. If they choose not to use vacation, personal time, or holiday, the days of the bargaining sessions shall be treated as “no pay” days, but shall not alter accrual of benefits that would otherwise be earned by the employee.

## ARTICLE 5 – DEFINITIONS

5.1 Probationary Employee. An employee who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than one hundred and fifty (150) calendar days. After one hundred and fifty (150) calendar days of continuous employment, the employee shall attain regular status. During the probationary period, an employee may be terminated without notice or cause, and without recourse to the grievance procedure. All benefits provided herein will accrue during the probationary period.

5.2 Full-Time Employee. An employee classified as such on the Employer’s personnel records who works on a regularly scheduled and continuing basis at least forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required probationary period.

5.3 Part-Time Employee. An employee classified as such on the Employer’s personnel records who is regularly scheduled to work on a continuing basis at least thirty-two (32) hours per two week pay period, but less than eighty (80) hours per pay period, and who has successfully completed the required probationary period.

5.4 Per Diem Employee. An employee classified as such on the Employer’s personnel records who is hired to work on a scheduled or intermittent basis during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or employee absenteeism. Per diems must work two shifts for every 6 weeks to maintain competency and must pick up one holiday annually. Per diem employees shall not accrue seniority nor are they eligible for any benefits provided for in this Agreement. Per diem employees in the bargaining unit before June 22, 2021 shall receive a twelve percent (12%) per diem premium in addition to the regular rate of pay while working in that capacity. Per diem employees who enter the bargaining unit after June 22, 2021 (including those who transfer out of the unit and return after June 22, 2021) shall receive a ten percent (10%) per diem premium in addition to the regular rate of pay while working in that capacity. A full-time or part-time employee who changes to per diem status shall retain previously accrued seniority and benefits (frozen) pending return to regular status. Seniority shall not accrue nor apply while on per diem status. After return to full-time or part-time status, previously accrued seniority and benefit accruals shall be reinstated for wage and benefit eligibility purposes.

5.4.1 If a per diem employee is regularly scheduled to work more than thirty-two (32) hours per two (2) week pay period for a four (4) month period, the per diem employee may request a regular position be posted; provided, however this shall not apply to a per diem employee who is replacing a person who is out on approved leave of absence or persons out on Paid Time Off. The employer shall consider the request in good faith and may post an additional regular position in response. In that event, the requesting per diem shall have the right of first refusal for the new position.

5.5 Temporary Employee. An employee hired to perform a specific need or work situation strictly temporary in nature or to perform temporary work on a pre-determined work schedule. In all cases, the temporary position shall be for no more than six (6) months in duration. Any extension beyond six (6) months shall require the consent of the Union. Any such extension shall be in writing. Temporary employees are not included in the bargaining unit nor covered by the terms of this Agreement.

5.6 Regular Rate of Pay. The regular rate of pay shall be defined to include the employee's hourly wage rate (including the wage premium in lieu of benefits, if applicable), plus shift differential.

## ARTICLE 6 – EMPLOYMENT PRACTICES

6.1 Job Posting. Regular job openings in the bargaining unit shall be posted electronically for seven (7) days. The requirements for the job (including any required registrations, licenses, certifications, etc.) shall be included in the posting. In the selection process, the Employer will select the most highly qualified applicant for the position. Where qualifications are considered by the Employer to be equal, the senior employee applying for such job will be given preference. For purposes of this contract, the term “qualified” is herein defined to include such factors as skill, competence, ability, experience, attendance/punctuality record and past performance, in the opinion of the Employer. Absent exceptional circumstances, the selected employee will be placed in the new position within three (3) months of acceptance. Subject to the above provisions, per diem employees applying for a position will be considered before outside applicants.

6.2 Notice of Resignation. Employees are encouraged to give at least twenty-one (21) days' advance notice of resignation and shall be required to give at least fourteen (14) days' written notice of resignation. Failure to give the required fourteen (14) day notice may, in the Employer's discretion, result in loss of accrued vacation and the employee may not be eligible for rehire. The Employer will give consideration to situations that would make such notice by the employee impossible.

6.3 Discipline and Discharge. No full-time or part-time employee shall be disciplined or discharged except for just cause. All disciplinary and “corrective” actions shall be described in writing, and a copy shall be given to the employee. Employees shall be required to sign the written document for the purpose of acknowledging receipt. The employee's signature shall not be construed as admission of guilt or concurrence with the corrective action, but rather shall only be an acknowledgment that the employee has seen and comprehends the gravity of the disciplinary action taken. Corrective action and performance improvement processes shall not be applied when the nature of the offense requires immediate suspension or discharge. “Counseling” shall not be considered disciplinary. An employee may request the attendance of a Union representative or a Steward (who has obtained permission to be released from work from his/her manager) during any investigatory meeting which may lead to disciplinary action. This section shall apply to any per diem employee who has been regularly scheduled on a continuing weekly basis, who has worked at least one (1) year for the “Hospital”, and who has worked 416 or more hours within the last twelve (12) months.

6.4 Reassignment. The Employer retains the right to change the employee's (including, without limitation, per diem employees) daily work assignment on a shift by shift basis to meet patient care needs. The employee shall provide the Employer a list of preferred clinics to be reassigned to. The Employer shall endeavor, but shall not be required, to consider MAs' preferences when making reassignments. Employees who are, after reporting to work, reassigned to another clinic on the same day as their assigned shift shall receive the lesser of the round-trip mileage at the IRS rate from the home clinic to the reassigned clinic or from the employee's home to the reassigned clinic. Employees will be expected to perform all job functions within the scope of the MA position. Employees who are reassigned will receive orientation appropriate to the assignment. Orientation will be dependent upon the employee's previous experience and familiarity with the clinic.

When employees are reassigned to other clinics, the following order shall be used providing other regular MAs remaining on the unit possess the same skills, ability and experience to perform the required work in the sole judgment of the Employer:

- Volunteers (including, but not limited to, traveler and agency medical assistants);
- Traveler and agency MAs;
- All other MAs in rotation.

6.5 Performance Evaluations. All employees will be formally evaluated in writing prior to completion of the probationary period, and thereafter as determined to be necessary, or requested. The evaluation is a tool for assessing the professional skills of the employee and for improving and recognizing the employee's performance. Completion of annual department specific competencies will be required. The employee's participation, including a self-evaluation, is an integral part of the evaluation process. The employee will be given a copy of the evaluation. Employees will be required to sign the evaluation acknowledging receipt thereof. Employees will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the employee's personnel file.

6.6 Health Tests. All MAs must comply with the Employer's requirements for documentation of immunity and health screening. All employees will participate in the Employer's health screening and vaccination programs as those programs require or as required by or consistent with state law and/or the Centers for Disease Control (CDC) requirements at no cost to the employee. The Employer will address additional occupational health needs consistent with state and federal requirements and/or the requirements of the CDC and local and state health departments. Nothing in this Article applies to substance abuse drug testing.

6.7 Public Health Crisis. In the case of a public health crisis, which is declared as an official state of emergency by an applicable government body/public official, creating special circumstances affecting the operations of the Hospital, the Hospital and Union, upon request, will meet to discuss safety measures, i.e., area for donning and doffing of gowns, PPE, equipment, training, competency validations, standards, and procedures. The Hospital, within its ability in light of supply and priority, shall be responsible for providing all employees with personal protective equipment suitable for their job duties under the conditions existing at the time.

6.8 Emergency Conditions/Extreme Weather. MA's shall be subject to the Employer's External Emergency Conditions/Extreme Weather policy.

6.9 Availability of Scrubs. Each clinic will have access to scrubs to provide a change of clothing to an employee whose work clothes become contaminated with bodily fluids.

6.10 Parking. Parking and transit benefits shall be in accordance with Employer policies. In the event the Employer modifies its current parking and transit policies or rates, the Employer will notify the Union and, upon request, meet and review the changes with the Union. The Employer will notify the Union at least thirty (30) days prior to the intended implementation date. Represented employees will receive the same parking and transit benefits as non-represented Seattle Children's Medical Assistants.

6.11 Equal Opportunity. The Employer and the Union agree that conditions of employment shall be consistent with applicable city, state and federal laws regarding nondiscrimination. The Union may grieve equal opportunity issues, and the Employee may seek redress through all applicable city, state, and federal laws, but such issues shall not be subject to the arbitration step of the grievance procedure.

6.12 Travel. Travel time between clinics, when necessary, shall be on paid time. Employee commute time to and from a clinic shall not be paid time. If an employee uses his/her personal vehicle for travel on paid time, the Employer shall reimburse the employee at the IRS standard rate based on submission of mileage reimbursement in accordance with Seattle Children's policies.

6.13 Required Attendance. If the Employer requires an employee to attend an outside workshop or institute, the employee's regular rate of pay, tuition and approved expenses shall be paid by the Employer.

6.14 After Hire Required Certification. In the event the Employer requires a new certification for a position, and existing employees are therefore required to obtain the certification, the Employer will reimburse those existing employees who obtain the certification for the fees of manager-approved coursework and for testing fees.

## ARTICLE 7 – SENIORITY

7.1 Seniority Definition. Seniority is defined as a full-time or part-time employee's most recent date of hire in Urgent Care. Seniority shall not apply until an employee has completed the required probationary period. Upon satisfactory completion of the probationary period, the employee will be credited with seniority from most recent date of hire in Urgent Care.

7.2 Reallocation of Staff. Reallocation of staff may occur when restructuring of the FTE compliment across the Urgent Care clinics occurs, when the Urgent Care clinics change clinical focus, when two or more Urgent Care clinics merge, or when the staff mix ratio of the Urgent Care clinics is restructured. The Employer will determine the number of full-time and part-time FTEs by shift required for the new or restructured Urgent Care clinics. A listing of the FTEs for each shift on the Urgent Care clinics, including any qualification requirements, shall be posted in the Urgent Care clinics for at least fourteen (14) days. By the end of the posting period, each

employee shall have submitted to the Employer a written list which identifies and ranks the employee's preferences for all available positions (first to last). Based on these preference lists, the Employer will assign employees to positions on the new/restructured Urgent Care clinics based on seniority, providing skill, competence, ability and experience are considered equal in the opinion of the Employer. Employees who are not assigned a position in the new or restructured Urgent Care clinics may take voluntary layoff with recall rights (7.4), apply for another vacant position for which the employee is qualified, or the employee may elect to terminate with severance pay.

*Note: A mandatory change in an employee's position/hours (FTE) shall be implemented by using the provisions of this Section 7.2.*

**7.3 Layoff.** Layoff is defined as a permanent or prolonged reduction in the number of employees employed by the Employer in the Urgent Care clinics. Layoffs shall be within a clinic location. In the event of a layoff, seniority within the clinic location shall be the determining factor when such factors as skill, competency, ability, experience and past performance are considered to be equal in the opinion of the Employer. Employees shall receive at least fourteen (14) days' notice of the impending layoff or pay in lieu plus any accrued vacation.

An employee who has been displaced due to a layoff may accept the layoff or request a vacant Urgent care MA position. If the employee does not accept the layoff and there are no vacant Urgent Care MA positions, the employee may displace the position of any employee on the low seniority list, provided the employees' qualifications, competence, experience and past performance are considered to be equal in the opinion of the Employer, and provided further that the employee who was initially displaced is not on the low seniority list.

The low seniority list consists of the least senior employees in a job group who comprise twenty percent (20%) of the job group. Any employee identified for layoff who is not on the low seniority list and any employee who has been displaced by another employee pursuant to the above process (other than employees on the low seniority list) may displace the position of the least senior employee on the low seniority list provided the employees possess equal qualifications, competence and efficiency in the opinion of the Employer.

**7.3.1 Roster.** In the event of a layoff, a seniority roster will be given to the Union and made available to employees.

**7.3.2 Severance Pay.** Employees subject to a layoff may elect to be terminated and be eligible for severance pay. Severance pay shall be one (1) week's pay for every one (1) year of work in the bargaining unit, up to a maximum of sixteen (16) weeks' severance pay. Employees who choose termination with severance shall be ineligible for recall rights and shall be considered to have terminated their employment.

**7.4 Recall.** Employees on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. When vacancies occur, the positions will be posted house-wide pursuant to Section 6.1, Job Posting. Employees on the reinstatement roster

shall be regarded as applicants for the open position, together with other internal applicants. The position will be filled in accordance with the provisions of Section 6.1.

7.4.1 Notification of Recall. When subject to recall, the Employer will notify the employee on the recall roster by personal email. If the employee does not respond to the recall notice within seven (7) days, the employee will be removed from the recall roster and the personnel records shall be adjusted to reflect the employee's termination. The employee shall notify the Employer by email to the Employer's Talent Acquisition Department (EmploymentOffice.HumanResources@seattlechildrens.org) of any change in the employee's current personal email address. If the employee fails to provide this notification, the employee's name shall be eliminated from the recall list and the Employer's recall commitments shall terminate.

7.5 Furlough. In case of a voluntary or mandatory furlough, the Employer shall notify the Union thirty (30) days in advance of the start date of the furlough and, upon request from the Union, shall meet and effects bargain with the Union over the furlough process.

7.6 Termination. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, failure to return from an approved leave of absence, refusal to accept full-time or part time work (i.e., not temporary or per diem work) on the same shift formerly worked when offered by the Employer while on layoff, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures.

7.7 Low Census. Low census is defined as a temporary staff decrease as a result of low need. During temporary periods of low census, the Employer will first ask for volunteers to take time off before implementing mandatory low census. If an individual volunteers to take a low census day off, that day off shall be counted for purposes of the rotation list. Next, agency MAs, traveler MAs, and per diem MAs shall be released from work prior to implementing mandatory low census, providing other regular MAs remaining on the unit possess the same skills, ability and experience to perform the required work, and patient safety is not an overriding factor in the judgment of the Employer. Next, all MAs scheduled to work extra hours will be cut back to their approved FTE. Finally, if additional low census is necessary, the Employer will endeavor to rotate low census equitably among all MAs on a shift throughout all Urgent Care Clinics starting with the least senior MA first, providing skills, competence, ability and experience in a specific area and availability are considered equal as determined by the Employer. The rotation list will be restarted annually, beginning with the least senior MA. Low census hours taken shall be considered hours paid for the accrual of all benefits and seniority. If an Urgent Care Clinic has sustained low census over an eight (8) week period, at the request of the UBSC, a meeting will be scheduled with administration to review the situation and consider alternatives. An MA facing voluntary or mandatory low census may access paid leave or take unpaid time off.

- a. MAs may be asked to be on call (standby) while on low census.
- b. Before requiring an MA to take mandatory low census, the Employer may, in its discretion, make assignments to maintain competencies or may offer work on

projects or training that may include non-patient care functions in support of safe and high quality patient care and organizational initiatives.

7.8 Additional Hours. MAs desiring additional hours should notify the Employer by email, identifying their specific availability. Management will first offer additional scheduled hours in the assigned unit to those MAs who have made the request who have lost hours due to low census during their current or prior posted work schedule.

## ARTICLE 8 – HOURS OF WORK AND OVERTIME

8.1 Work Day. The normal work day shall consist of seven and one-half (7 1/2) hours or ten (10) hours' work to be completed within consecutive hours one half hour longer than the durations listed above.

8.1.1 With no less than six (6) months' notice, the employer may establish normal work days of four (4), eight (8), or twelve (12) hours' work, to be completed within consecutive hours one half hour longer than the durations above. If requested, the Employer will meet with the Union to bargain the effects of the new normal work day(s).

8.2 Work Period. The normal work period shall consist of up to forty (40) hours worked within a seven (7) day period.

8.3 No Guarantee. Work days, work weeks, and work schedules shall not constitute guaranteed hours of work.

8.4 Innovative Work Schedules. An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Employment Agreement. Written innovative work schedules may be established by mutual agreement between the clinic and the employee involved. Prior to the implementation of a new innovative work schedule, the Employer and the Union will review and determine conditions of employment relating to that work schedule. Where innovative schedules are utilized, the Employer retains the right to revert back to the work schedule which was in effect immediately prior to the innovative work schedule, after at least forty-two (42) days' advance notice to the employee.

8.5 Overtime. Overtime shall be compensated for at the rate of one and one half (1 ½) times the regular rate of pay for time worked in excess of forty (40) hours per week. The employer shall follow all statutory overtime requirements. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by supervision.

8.5.1 When an employee picks up an open shift less than 24 hours before the shift is scheduled to begin, the employee shall be paid for that shift at the rate of one and one half (1 ½) times the regular rate of pay.

8.6 No Pyramiding. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 1/2).



8.7 Meal/Rest Periods. Employees shall be allowed one paid fifteen (15) minute rest period for every four (4) hours of work. Employees shall also receive a single thirty (30) minute unpaid meal period, except for employees working a shift of less than five hours, who will not receive a meal period. Meal and rest periods shall be administered as provided by state law (WAC 296-126-092).

8.8 Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between shifts. In the event an employee is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be at time and one-half (1 1/2). This section shall not apply to standby and callback assignments, in-service, education or training, committee meetings or staff meetings.

8.8.1 When an employee has worked in addition to his/her scheduled shift and such additional work does not allow at least ten (10) hours rest before the start of the employee's next scheduled shift, the employee may request supervisory approval in advance to not start that next scheduled shift on time. If such supervisory approval is granted and, as a result, the employee does not meet his/her full FTE, the employee may choose to supplement with vacation, holiday, or personal time or take no pay for the portion of the FTE not worked. This paragraph 8.8.1 includes callback assignments.

8.9 Posting of Schedules. The Employer's departments shall determine and post work schedules covering at least forty-two (42) day periods at least fourteen (14) days immediately preceding the effective date of the schedule. If a department intends to implement scheduling for a shorter period, it shall notify the Union. Within ten (10) days of the notification, the Union shall advise the Employer if it objects to the proposed format. If it objects, the format shall not be implemented until an agreement is reached. Any increase in scheduled hours of work for part-time employees beyond their FTE will be discussed and mutually agreed to prior to posting the work schedule, except for holiday coverage and emergency conditions discussed below. Except for emergency conditions involving patient care, reduced work load conditions (Section 7.7) and unplanned leaves, posted schedules may be amended only by mutual agreement. Schedule changes after posting shall be communicated to involved employees in writing or by email.

8.10 Weekends. The Employer will make a good faith effort to rotate any weekend work in a fair and equitable manner consistent with clinic needs. This shall not apply to employees hired into work schedules that specifically include weekend work at a greater frequency.

8.11 Report Pay. Employees who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer because of low census shall receive a minimum of four (4) hours' work or four (4) hours' pay at the regular rate of pay. The Employer will make a good faith effort to notify the employee at least two hours in advance of shift cancellation, and the commitment to provide report pay or work shall not apply when the Employer has made a good faith effort to notify the employee at least one and one half (1 1/2) hours in advance of shift cancellation. It shall be the responsibility of each employee to notify the Employer of his/her current address and telephone number. Failure to do so shall excuse the Employer from these minimum pay requirements.

## ARTICLE 9 – COMPENSATION

9.1 Hourly Wage Rates. Employees will be paid in accordance with the hourly wage schedule set forth in Appendix A.

Year 1: Effective first full pay period after ratification, all current employees will be placed on the wage scale (Appendix A). Employees will be placed on the step that corresponds with their years of experience as a Medical Assistant in an applicable healthcare setting based on information contained on their resume/application retained in Human Resources. If this would result in less than a 3% increase from their current wage at the time of ratification, the employee will receive a lump sum of the difference between their percentage increase and 3%, multiplied by the employee's FTE.

Year 2: Effective the first full pay period after July 6, 2022, the employer shall pay a 1.5% across-the-board increase to all employees. The across-the-board wage increase of 1.5% shall be added to each base rate on the wage schedule (Appendix A).

Year 3: Effective the first full pay period after July 6, 2023, the employer shall pay a 1.5% across-the-board increase to all employees. The across-the-board wage increase of 1.5% shall be added to each base rate on the wage schedule (Appendix A).

9.2 Effective Date. Wage rates, longevity steps and any other changes in compensation set forth in this Agreement shall become effective at the beginning of the first full payroll period on or after the date designated.

9.3 Recognition for Past Experience - New Hires. Employees hired during the term of this Agreement shall receive one step on the wage scale for each full year of recent, relevant continuous experience as a Medical Assistant in the opinion of the Employer.

9.4 Step Advancement. Each employee shall advance one (1) step on the wage schedule the first full pay period after reaching 1664 hours of work or 12 months, whichever comes last, from the date of the employee's most recent hire date. Time paid for but not worked (excluding standby pay) shall be regarded as time worked for purposes of computing wages and benefits. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing benefit accruals not to exceed 80 hours per pay period.

9.5 Unilateral Increases. Wage rates and benefits specified in this Agreement shall not be less than those set forth in the Agreement; however, the terms of this Agreement are intended to cover only minimums of wages and other employee benefits. The Employer may place superior wages and/or other employee benefits into effect without objection from the Union.

9.6 Internal Equity. Upon receipt of a detailed written inquiry about placement in the appropriate experience level by an employee hired after the ratification of this Agreement that is submitted within thirty (30) days from the date of hire, the Employer will promptly investigate the inquiry. The inquiry will be limited to information that the employee submitted to the Employer before hire. The Employer shall respond as promptly as circumstances permit to such requests, in writing. If an error in placement is determined, the employee will be placed in the

correct experience level and will be credited in this experience level with the hours worked and date of placement in the incorrect experience level, retroactive to the first full pay period following the date the employee made the request.

If the Employer changes how recognition is calculated, it will notify the Union within fourteen (14) days of such change, and will adjust the credited experience (and wage step, if applicable) of existing employees affected by the change. Such an adjustment shall not constitute a wage decrease or wage freeze.

9.7 Premium in Lieu of Benefits. Benefit eligible employees may elect to receive a fifteen percent (15%) wage premium in lieu of all benefits. This election must occur within the first ten (10) days of employment or within ten (10) days of the signing of this Agreement, whichever is later, or annually on dates designated in advance by the Employer, providing the employee presents the Employer with written evidence that the employee is covered by health insurance elsewhere, and providing the application for enrollment is approved by the insurance carrier. Employees will be given advance notice of enrollment dates. After the decision to receive either compensation plus benefits or compensation plus premium pay in lieu of benefits has been made by the employee, no change in that compensation status will be allowed except as provided herein.

#### ARTICLE 10 – PREMIUM PAY

10.1 Shift Differential. Employees shall be paid a shift differential of two dollars (\$2.00) per hour over the hourly contract rates of pay for the entire shift if the majority of hours worked in a given shift are after 3:00 p.m.

10.2 Standby Pay. Employees placed on standby status (including standby low census) off the Employer's premises shall be compensated at the rate of four dollars (\$4.00) per hour. Employees shall continue to receive standby pay for the duration of the standby assignment even if called into work.

10.3 Callback Pay. If an employee on standby status has left the Employer's premises or their alternative site of care and is called back to work, any time worked during the callback shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay for a minimum of three (3) hours. The Employer reserves the right to require the employee to work or remain on the premises for the three (3) hour minimum callback period if the Urgent Care Clinic has reason to believe the employee's services will be needed. Travel time to and from the Urgent Care Clinic shall not be considered time worked. In no event shall an employee be paid for more callback hours than the number of assigned standby hours. The minimum callback hours shall not apply when the employee reports for work in advance of the assigned shift or continues working in an overtime status after the end of the scheduled shift.

Subject to patient care considerations, the Employer will make a good faith effort to provide relief for an employee who requests a change in the employee's start time the following day where the employee has been called back and works a minimum of four (4) cumulative hours that ends after midnight. To be considered, the employee must notify the Employer no later than one and one-half (1 1/2) hours in advance of the employee's scheduled shift if making such a

request. If released from duty, the supervisor will assign a later start time. An employee whose schedule is adjusted by the Employer pursuant to this subsection shall not receive discipline under the Hospital's attendance/tardy policy for this absence.

10.4 Weekend Premium Pay. Any employee who works on a weekend shall receive two dollars and fifty cents (\$2.50) per hour premium pay for each hour worked on the weekend in addition to the employee's regular rate of pay. Weekend premium pay shall not be included in the regular rate of pay for overtime pay calculations, unless required by the Fair Labor Standards Act. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:30 p.m. Sunday.

10.5 Professional Career Ladder. Employees may voluntarily apply and, if selected, will participate in the Employer's Medical Assistant Professional Ladder Program pursuant to the terms of that program. Related compensation will not replace any premiums or differentials outlined in this Agreement and shall be additional.

#### ARTICLE 11 –TIME AWAY PLAN/HOLIDAY

11.1 Accrual. Full-time and part-time employees shall receive vacation time, holiday time, sick time, and personal time (together, "Time Away") in accordance with Children's Time Away Plan.

11.2 Scheduling. Vacation, holiday, and sick time shall begin accruing the first day of employment. All paid time off, other than sick time, must be scheduled in advance and in accordance with Employer policies and with approval by supervision. The Employer shall have the right to schedule time off in such a way as will least interfere with patient care and work load requirements of the Employer. Patient care needs will take precedence over individual requests.

11.2.1 Vacation/Personal Request Procedure. Vacation requests submitted between December 1 and January 15 for time off beginning March 1 and ending February 28 (29) of the following calendar year shall be granted by seniority. Notification of approval or denial shall be given to the employee no later than February 10. Vacation requests submitted after January 15 shall be granted based on the date of submission. Employees shall be notified of approval or disapproval within thirty (30) days. The prime time vacation period shall be from June 15 through September 15 and December 24 through January 2. Employees who are denied prime time leave in one year shall have priority over the least senior employee whose request would have otherwise been granted for prime time in the next year. A vacation and holiday calendar shall be available in each department. Scheduled vacation can be requested in daily or hourly increments.

11.3 Holidays. Employees eligible for holidays under the Employer's policy will receive ten paid holidays per year. These holidays may change, but will not be reduced below ten per year. They currently are:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veterans' Day
President's Day	Thanksgiving Day

Memorial Day	Christmas Day
Juneteenth Holiday	Floating Holiday
Independence Day	

11.3.1 The Time Away Plan in Section 11.1 above includes the Service Recognition Award day.

11.4 Work on Holidays. All full-time, part-time and per diem employees who work on the holidays observed by the Employer shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours worked on the holiday.

- (a) When a scheduled holiday falls on a Sunday, it will be observed on the following Monday.
- (b) When a scheduled holiday falls on a Saturday, it will be observed on the preceding Friday.
- (c) Non-exempt employees required to work on an actual or observed Children's premium pay holiday for patient care or business necessity reasons, and who work the majority of their assigned hours on the actual or observed holiday, shall be paid time and one-half their regular rate for all hours worked.
- (d) Non-exempt employees who are required to work both the actual holiday and the observed premium pay holiday will receive premium pay for the actual holiday.
- (e) Under no circumstances will a staff member receive holiday premium pay for both days.
- (f) All holidays will be rotated equitably among staff within each department.
- (g) If a holiday falls on a normally scheduled workday for an employee, and the employee does not work on that holiday but works sufficient hours during the week to fulfill his/her FTE, the employee may opt not to use paid Time Away for the holiday, subject to manager approval.

11.5 Pay Rate. Paid Time Away and holidays shall be paid at the employee's regular rate of pay. Accrued holiday hours and holiday pay shall be prorated for part-time employees. Any payment of vacation time upon separation need not include shift differential or premiums.

11.6 Notification. Employees shall notify the Employer at least two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. The employee must notify the Employer each day of absence if the employee is unable to work unless prior arrangements have been made with supervision.

## ARTICLE 12 – BENEFITS

12.1 Flexible Benefits Plan. Beginning the first of the month following thirty (30) days of continuous employment, all full-time employees and all part-time employees regularly scheduled to work twenty four (24) or more hours each week shall be included under and covered by the Employer's Flexible Benefits Plan. The employee may elect to cover dependents at the employee's expense pursuant to the terms of the plan. All Benefits and Benefits Administration for all employees covered by this Agreement shall be determined and administered in accordance with the Employer's Benefits administration plan in effect at that time for other non-represented Seattle Children's Medical Assistants.

12.2 Eligibility Requirements. Participation in medical, dental and any other insurance benefits provided by the Flexible Benefits Plan shall be subject to specific plan eligibility requirements.

12.3 Other Insurance. The Employer will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the State of Washington.

12.4 Retirement Plan. The Employer will provide a retirement plan for regular status employees. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan. All Retirement Plan and Administration for all employees covered by this Agreement shall be determined and administered in accordance with the Employer's retirement plan and administration plan in effect at that time for non-represented Seattle Children's Medical Assistants.

12.5 Plan Changes. In the event the Employer modifies its current plans, costs, or provides an alternative plan(s), the Employer will notify and, upon request, meet and review the plan changes with the Union prior to implementation. The Employer will notify the Union at least thirty (30) days prior to the plan changes. Represented employees will receive the same benefit offerings from this article as non-represented Seattle Children's Medical Assistants.

## ARTICLE 13 – LEAVES OF ABSENCE

Employees covered by this Agreement shall be eligible for leaves of absence in accordance with the language below unless there is a change in law, judicial ruling, or ordinance affecting these leaves, in which case the Employer may make changes to conform the benefit to the law, judicial ruling, or ordinance.

13.1 In General. All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days. Unless otherwise required by law, a leave of absence shall commence the first day of absence from work.

13.2 Maternity Leave. Upon completion of the probationary period, a leave of absence shall be granted upon request of the employee for a period of up to six (6) months for maternity purposes, without loss of benefits accrued to the date such leave commences. This leave runs

concurrently with FMLA, Washington PFMLA, and with Health Leave as described in Section 13.3, if the employee is eligible. If the employee's absence from work for maternity reasons does not exceed twelve (12) weeks, the employee shall return to work on the same unit, shift and former full-time or part-time status. The employee shall provide fourteen (14) days' notification if the employee does not wish to return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the employee shall be offered the first available opening for which the employee is qualified. The employee must use previously accrued eligible Time Away to the extent available during the period of disability during the maternity leave. Prior to the employee returning from a leave of absence, the Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the employee's capability to perform the work required of the position. The Employer shall apply the Washington State maternity disability leave regulation consistent with law.

13.3 Health Leave. After one (1) year of continuous employment, a leave of absence may be granted for health reasons upon the recommendation of a physician for a period of up to six (6) months, without loss of benefits accrued to the date such leave commences. This leave runs concurrently with FMLA, Washington PFMLA, and with Maternity Leave as described in Section 13.2, if the employee is eligible. If the employee's absence from work for health reasons does not exceed twelve (12) weeks, the employee shall return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the employee shall be offered the first available opening for which the employee is qualified. The employee must use previously accrued eligible Time Away to the extent available. Prior to the employee returning from a leave of absence, the Employer may require a statement from a licensed physician attesting to the employee's capability to perform the work required of the position. A second opinion may be requested at the Employer's option and expense.

13.4 Parenting Leave. After completion of the probationary period, a leave of absence without pay shall be granted upon request of the employee for a period of up to six (6) months for paternity or legal adoption without loss of benefits accrued to the date such leave commences. The leave must be used within a year after birth or legal adoption of the child that is the subject of the year. This leave runs concurrently with FMLA, Washington PFMLA, and with Maternity Leave as described in Section 13.2, if the employee is eligible. The employee must use eligible Time Away to the extent accrued during the parenting leave. The Employer will make a good faith effort to hold a position open for a period of six (6) weeks. In the event the Employer is required to fill the position due to business necessity, the employee will be notified and given the opportunity to return to work. If the employee elects not to return to work at that time, the employee when returning from the leave of absence will then be offered the first available opening consistent with the job description held by the employee prior to the leave of absence. The above commitment shall not require the Employer to employ temporary agency personnel or place the Employer in an overtime condition in order to properly staff the Hospital.

13.5 Paid Bonding Time. Bargaining unit benefits-eligible employees shall be eligible for any paid bonding time as the Employer provides to non-unit employees of the Employer, under the same terms and conditions as now or hereafter established.

13.6 Military Leave. Leave required in order for an employee to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the employee's earned paid leave time.

13.7 Leave Without Pay. Employees on a leave without pay for twelve (12) months or less shall not accrue nor lose seniority during the leave of absence.

13.8 Leave With Pay. Leave with pay shall not affect an employee's compensation, accrued hours, benefits or status with the Employer.

13.9 Return From Leave. Unless otherwise provided for herein, employees who return to work on a timely basis in accordance with an approved leave of absence agreement shall be entitled to the first available opening for which the employee is qualified.

13.10 Jury Duty. All full-time and part-time employees who are required to serve on jury duty or who are called to appear in court, and/or to provide a deposition on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer at their regular rate of pay for scheduled work days or FTE for unscheduled days. Employees subpoenaed for proceedings not involving the Employer will be given unpaid release time.

13.11 Bereavement Leave. Up to twenty-four (24) hours of paid leave in lieu of regularly scheduled work days shall be allowed for a death in the immediate family. Once started, the paid leave must be used within the following seven (7) days. An additional sixteen (16) hours of leave may, at the discretion of the Employer, be granted up to a maximum of forty (40) hours where extensive travel is required to attend the funeral. These additional hours over twenty-four (24) will be considered vacation, personal time or holiday time if accrued or no pay if no vacation, personal time or holiday time is accrued. Immediate family shall be defined as grandparent, parent, wife, husband, registered domestic partner, step persons, brother, sister, child, grandchild, mother-in-law, father-in-law, sister-in-law, or brother-in-law.

13.12 Personal Leave. Bargaining unit benefits-eligible employees shall be eligible for Personal Leave, which can be used for conducting union activity or educational purposes, as the Employer provides to non-unit employees of the employer, under the same terms and conditions as now or hereafter established.

#### ARTICLE 14 – COMMITTEES

14.1 Conference Committee. The Employer, jointly with the elected representatives of the Urgent Care MAs, shall establish a Conference Committee to assist with personnel and mutually-agreed problems. The purpose of the Conference Committee shall be to foster improved communications between the Employer and Urgent Care MAs, and to address collaboratively issues affecting Urgent Care MAs. The function of the committee shall be limited to an advisory rather than a decision-making capacity. The committee shall be established on a permanent basis and shall consist of not more than three (3) representatives of the Employer and not more than three (3) representatives of the Urgent Care MAs. One of the Employer representatives shall be an Urgent Care leader.



The Conference Committee shall meet on an “as needed basis” via a request by either party. The committee shall meet at least twice (2) per year and no more than quarterly. At least one week prior to scheduled Committee meetings, the MA representatives of the Conference Committee may add to the agenda completed staffing complaint forms provided that the particular staffing issue has been raised and escalated to management properly at the time of the incident. At each Conference Committee meeting, the Employer shall provide lists of new hires and transfers by name, clinic and date, as well as the number of separations in each clinic since the last Conference Committee meeting.

14.2 Unit Based Staffing Committee (UBSC). The purpose of the UBSC is to develop a staffing plan for the Urgent Care Clinics and respond to staffing complaints. This will be achieved through a committee structure which will receive direction and input from the managers, and input from MAs and the Conference Committee. The UBSC is an advisory committee and management retains responsibility for making all decisions for Urgent Care Clinics.

- (a) The Employer and the Union recognize that the purpose of creating staffing plans is to provide for safe patient care and appropriate staffing. The Employer is responsible for the development and implementation of the Urgent Care staffing plan. The Urgent Care staffing plan is reviewed and modified by leadership and reviewed by the UBSC as necessary, at least annually. The Employer will make the Urgent Care staffing plan available to MAs.
- (b) Outcome. While significant census fluctuations characterize the Employer’s business, it is anticipated that collaboration will improve the ability to manage response to these fluctuations in a manner that supports the care of the patients, minimizes ongoing, undesired, prolonged, no-pay and overtime, and provides increased opportunity for uninterrupted rest breaks. UBSC will review outcomes on at least an annual basis to measure their success.
- (c) Administration. The Employer shall determine the number of MA members, with a minimum of three (3) unless fewer volunteer, on the Urgent Care UBSC. The MAs will choose the process by which MA members will be selected (e.g., appointment, interviews, voting), up to the number of MA members determined by the Employer. An MA union steward employed by the Employer may attend a UBSC meeting as an observer; on an unpaid basis. The UBSC will keep minutes describing the topics discussed at each meeting and will be made available.
- (d) Agenda for UBSC Meetings. UBSC will determine its meeting schedule and agenda, but it is recommended that each UBSC meet at least once every two months. The agenda for the UBSC meeting shall include, but not be limited to, review of applicable staffing complaint forms. Management shall provide reasonable work time for MA participation on the UBSC.

14.3 Other. The Employer agrees that it will not retaliate against MAs for their participation in the UBSC. Furthermore, the UBSC is prohibited from addressing matters covered by the

collective bargaining agreement as well as subjects of bargaining, such as wages, individual performance issues, discipline, hours or other conditions of work.

14.4 Staffing Concerns. MAs, individually or as a group, believing there is an immediate workload/staffing problem should bring that problem to the attention of the charge nurse, supervisor, or manager as soon as possible. The MA or MAs may file a written complaint with the appropriate supervisor, or manager. MAs who have identified long-term concerns about workload or staffing should bring the concern to one of the UBSC members.

14.5 Compensation. All time spent by employees on Employer established committees and committees established by this Agreement (including ad hoc or subcommittees), where attendance is required, will be considered time worked and will be paid at the appropriate contract rate.

### ARTICLE 15 – GRIEVANCE PROCEDURE

15.1 Grievance Defined. A grievance is defined as an alleged breach of the express terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

15.2 Time Limits. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday, Sunday or a holiday shall be deemed to end at 4:30 p.m. on the next following business day. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal and waiver of the grievance by the aggrieved party. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee.

15.3 Grievance Procedure. All grievances shall be submitted to the following grievance procedure, except terminations which shall be submitted at step 2 within twenty-one (21) calendar days of the date the employee was terminated and wage claims which shall be submitted at step 1 within thirty (30) calendar days of the pay date in question.

Step 1. Employee and Immediate Supervisor. If any employee has a grievance, the employee shall first present the grievance in writing to the employee's immediate supervisor (or designee) within twenty-one (21) calendar days from the date the employee was or should have been aware that the grievance existed. Upon receipt thereof, the immediate supervisor (or designee) shall attempt to resolve the problem and shall respond in writing to the employee within twenty-one (21) calendar days following receipt of the written grievance or any meeting held to discuss the grievance, whichever is later. Should the supervisor (or designee) and the employee meet to resolve the grievance, a Unit Representative may attend the meeting at the employee's request.

Step 2. Employee and Manager or Director. If the matter is not resolved to the employee's satisfaction at Step 1, the employee (or the Union at the request of the employee) shall present the grievance in writing to the Manager or Director (and/or

designee) within fourteen (14) calendar days of the immediate supervisor's decision. A meeting between the employee (and the Unit or Union Representative, if requested by the employee) and the Manager or Director (and/or designee) shall be held within fourteen (14) calendar days, or other mutually acceptable date, following the presentation of the Step 2 grievance for the purpose of resolving the grievance. The Manager or Director (or designee) shall issue a written reply within fourteen (14) calendar days following the grievance meeting.

Step 3. Employee and Vice President, Human Resources. If the matter is not resolved at Step 2 to the employee's satisfaction, the grievance shall be referred in writing to the Vice President, Human Resources (and/or designee) within fourteen (14) calendar days of the Step 2 decision. The Vice President, Human Resources (and/or designee) shall meet with the employee and the Union Representative within fourteen (14) calendar days, or other mutually acceptable date, of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Vice President (or designee) shall issue a written response within fourteen (14) calendar days following the meeting.

Step 4. Arbitration. If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 above, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the applicable Vice President or designee. If the "Hospital" and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties, subject to the following terms and conditions. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall not substitute his judgment for that of the Employer in matters involving employee competency or ability, or in patient care issues where the Employer's judgment is based upon established job criteria and exercised in good faith. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration of the issue in dispute. The Arbitrator shall have no authority to award punitive damages or interest. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. Except where specifically provided elsewhere in this Agreement, neither party shall be required during the term of this Agreement to provide the other party with any data, documents or information in its possession or under its control for any purpose except insofar as it may be relevant to a pending grievance or to pending negotiations for a renewal collective bargaining agreement; provided that appropriate notice has been given as required by Article 18. If

necessary, the Arbitrator shall resolve discovery rights of the parties as to grievances submitted to arbitration.

15.4 Termination. This grievance procedure shall terminate on the expiration date of this Contract unless the Contract is extended by the mutual written consent of the parties. Grievances arising during the term of the Contract shall proceed to resolution regardless of the expiration date. Grievances arising after the expiration date of this Contract shall be null and void, and shall not be subject to this grievance procedure.

#### ARTICLE 16 – NO STRIKE/NO LOCKOUT

It is recognized that the Employer is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the employee and the Union. During the term of this Agreement, 1) the Employer shall not lock out its employees and 2) neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in a strike, picketing, walkout, slowdown or any other activity that interrupts, impedes or disrupts work, or the delivery of goods, services or patients/families to the Employer. In the event of a strike, picketing, walkout, slowdown or work stoppage, or a threat thereof, the Union and its officers will do everything within their power to end or avert same. Any employee participating in a strike, picketing, walkout, slowdown or work stoppage will be subject to immediate dismissal. This provision shall not be interpreted to prohibit an individual employee from participating in a strike, picket, or other public activity for another bargaining unit, so long as the employee is off work and on their own time.

#### ARTICLE 17 – GENERAL PROVISIONS

17.1 State and Federal Laws. This Agreement shall be subject to all present and future applicable city, state and federal laws. Should any provision or provisions become unlawful or require modification by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and Union shall enter into negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

17.2 Amendments. Any change or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

17.3 Complete Understanding. The parties acknowledge that during the negotiations which resulted in this Agreement each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically discussed during negotiations or covered in this

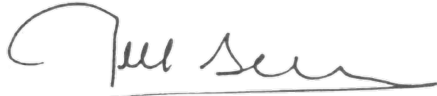
Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

ARTICLE 18 – DURATION

This Agreement shall become effective the first full pay period after ratification and shall remain in full force and effect to and including July 6, 2024, unless changed by mutual consent. Should the Union desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. Upon receipt of such notice, negotiations shall commence. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Contract.

SEATTLE CHILDREN’S HOSPITAL

UNITED FOOD AND COMMERCIAL  
WORKERS UNION, LOCAL 21



Jeff Sperring, M.D.  
Chief Executive Officer

Mia Contreras, Executive Vice President

DocuSigned by:  
John Saavedra  
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John Saavedra  
Vice President, People Operations

Ates Serifsoy, Negotiator

LETTER OF UNDERSTANDING

RATIFICATION BONUS

If the Tentative Agreements last reached on June 22, 2021 are ratified by the Urgent Care Medical Assistant Bargaining Unit, bargaining unit employees covered by the final Agreement shall receive a ratification bonus of 3.5% times their current base wage for the period from January 1, 2021 through June 30, 2021. Employees hired after January 1, 2021 shall only receive the bonus for the period that they were employed. The ratification bonus shall be paid on the first regular payroll at least five business days after ratification. The ratification bonus will only be paid if the employee is employed by the Hospital as of June 22, 2021 and when the bonus is payable.

Appendix A

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
	Base	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
Year 1	22.05	22.71	23.35	23.98	24.60	25.24	25.90	26.57	27.26	27.97	28.70	29.44	30.21	30.99	31.80
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
	Base	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
Year 2	22.38	23.05	23.70	24.34	24.97	25.62	26.29	26.97	27.67	28.39	29.13	29.88	30.66	31.46	32.27
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
	Base	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
Year 3	22.72	23.40	24.06	24.70	25.34	26.00	26.68	27.37	28.08	28.82	29.57	30.33	31.12	31.93	32.76

# THE UNION DIFFERENCE

As a union member, you have certain rights at your workplace:

## A Voice at Work

Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

## Right to Union Representation

Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your “Weingarten” right, after a Supreme Court case which established the right to representation.

## Just Cause for Discipline

The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different “tests” of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

## The Security of a Union Contract

As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 46,000 other members of UFCW 21.

### Statement of Your Right to Union Representation (Weingarten Rights)

*“I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law.”*

## Know Your Rights:

- Fair Treatment and Respect
- Family and Medical Leave
- Union Representation

**Learn more about your  
rights:**

**[www.ufcw21.org](http://www.ufcw21.org)**



*Our mission: building a powerful Union that fights for economic,  
political and social justice in our workplaces and in our communities.*

**VISIT UFCW21.ORG:**

SCHOLARSHIP INFO | BARGAINING UPDATES | STEWARD TRAININGS | HELPFUL MEMBER  
RESOURCES | ACTIONS INFORMATION ON YOUR RIGHTS | AND MORE...

## **UFCW 21**

**Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer**

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Silverdale: 3888 NW Randall Way #105, Silverdale, WA 98383, Phone 360-698-2341, Fax 360-662-1979  
Spokane: 2805 N Market Street, Spokane, WA 99207, Phone 509-340-7369, Fax 509-624-1188**