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ARTICLE 9: HOURS OF WORK AND WORK SCHEDULES

9.1. General.

A. Hours of work for employees in the bargaining units listed in Appendix I shall be established by the Employer.
B. Overtime may be assigned outside normally scheduled shifts and will be compensated in accordance with Article 10.

9.2. Definitions.

A. **Full-time Employee.** An employee scheduled to work forty (40) hours per week in a seven (7) day period; or designated hospital personnel scheduled to work eighty (80) hours in a fourteen (14) day period.
B. **Part-time Employee.** An employee scheduled to work less than forty (40) hours per week in a seven (7) day period; or designated hospital personnel scheduled to work less than eighty (80) hours in a fourteen (14) day period. Part-time employees shall receive all benefits of employment on a pro-rata basis, except health benefits coverage that is determined by the state.
C. **Work Shift.** The hours an employee is scheduled to work each workday in a workweek.
D. **Workday.** One of seven (7) consecutive, twenty-four (24) hour periods in a workweek.
E. **Work Schedules.** Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.

9.3 Meal and Rest Breaks

The provisions of section 9.3 are agreed upon pursuant to RCW 49.12.187. To the extent these provisions differ from any statutes and regulations relating to rest and meal breaks, and the right to wages and overtime for missed rest and meal breaks (including but not limited to RCW 49.12.480, 49.46.020, 49.46.090 and 49.52.050, and WAC 296-126-092), the provisions of section 9.3, University Policy ~~(#)~~, and UW Medicine Policy on Meal and Rest Breaks for Health Care Workers ~~(#)~~ may vary and supersede such statutes and regulations. These policies will follow the minimum standard for working conditions of RCW 49.12 and WAC 296-126-092, unless such rights are waived by the employee.

Employee health and safety will be considered when scheduling rest and meal periods. Employees may not alter their scheduled rest or meal periods without prior supervisor approval. Employees who are unable to take scheduled rest or meal periods must report to their supervisor as soon as possible, but no later than the end of the shift in which they missed their rest or meal period. Additionally, the Employee must document the missed rest or meal break during the actual shift the rest or meal period was missed. A missed rest break or meal period that is not documented will be considered

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as taken for the purposes of this section.

Rest Periods.

Employees will be provided with an employer paid 15-minute rest periods, for every four (4) hours worked. Employees must take scheduled rest periods, and it is the employer's intention to provide uninterrupted rest periods. In the event the employee is unable to complete the 15-minute paid rest period because they are required to remain on duty, are required to remain on-call on the premises, or if they're called back to work thus interrupting the rest period, the employee shall be entitled to complete their uninterrupted rest period as soon as possible. If a full rest period is unable to be completed, the employee will be compensated for the entire rest period. Where the nature of the work allows employees to take intermittent rest periods equivalent to 30 minutes within an 8-hour period, or 45 minutes within a 12-hour period, a scheduled rest period is not required. Rest periods may not be used for late arrival or early departure from work.

Unpaid Meal Period.

Employees will be provided with one unpaid meal period of at least 30 minutes during any shift that exceeds five hours in length. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume their unpaid meal period following the interruption, if possible, and to complete the 30-minute unpaid meal period. In the event the employee is unable to complete the 30-minute unpaid meal period, the employee shall be entitled to compensation for the entire 30-minute meal period.

An employee whose shift exceeds twelve (12) hours (excluding unpaid meal periods) or is extended at least three (3) hours beyond their scheduled shift will be entitled to a second 30-minute unpaid meal period. If the Employee chooses to waive the second meal period requirement, they are responsible for initiating and submitting a waiver. It must be documented that the waiver was completed prior to waiving the meal period. Absent documentation of a waiver, it is deemed that the Employee took their meal period.

Paid Meal Period.

Employees who are required to work or remain on duty during a meal period must be paid for the entire meal period, regardless of the number of interruptions. Employees must be paid for meal periods if:

- They are required to remain on duty.
- The employer requires them to remain on-call on the premises or work site in the interest of the employer, even if they are not called back to duty.
- They are called back to work, interrupting the meal period.

Docusign Envelope ID: E70F1C03-C95D-8890-800F-2158834BF60A

Combining Rest and Meal Periods:

For any work period for which an employee is entitled to one or more meal periods and more than one rest period, the employee and the employer may agree that meal and rest periods can be combined, as determined by management.

Hospital employees subject to RCW 49.12.480 may also choose to waive the timing of their rest and meal periods if combining. If the Employee chooses to combine rest and meal periods, they are responsible for initiating and submitting a waiver. It must be documented that the waiver was completed prior to combining the rest and meal periods. Absent documentation of a waiver, it is deemed that the Employee took their meal period as required unless otherwise documented in ~~KRONOS~~ UW Medicine Timekeeping. When combining rest and meal periods, the break period is deemed in order of when the rest or meal period would have occurred. Example, if a meal period is combined with a later rest period, the meal period is first, and then the rest period.

Health care workers have specific meal and rest period requirements and benefits. UW Medicine has a Meal & Rest Breaks Policy for Covered Health Care Workers who Provide Direct Patient Care which is located at the following link: https://one.uwmedicine.org/sites/Policies/Policies%20Live/uwm-ea-3795.pdf

This language will be implemented on November 1, 2024.

9.4. Work Schedules.

The Employer will assign a work schedule to each employee.

A. Scheduled work periods, within which there are two (2) work schedules:
    1. **Regular Work Schedule.** The regular work schedule for full-time employees shall consist of five (5) consecutive and uniformly scheduled eight (8) hour days in a seven (7) day period, with two (2) consecutive days off. Uniformly scheduled means a daily repetition of the same working hours and a weekly repetition of the same working days.
    2. **Alternative Work Schedule.** Workweeks and work shifts of different number of hours may be established for overtime-eligible employees by the Employer in order to meet business and customer needs, as long as the alternate work schedule meets federal and state laws. Employee work schedules normally include two (2) consecutive days off.

B. **Nonscheduled Work Period.** Positions for which the hours (shift length, shift times and workdays) cannot be regularly scheduled.

C. **Part-time Work Schedule.** This is any deviation from any full-time schedule which includes less than forty (40) hours per week in a seven (7) day period; or for designated hospital personnel less than eighty (80) hours in a fourteen (14) day period. Employee work schedules will normally include two (2) consecutive days off.

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D. The Union may propose other alternative schedules through the Joint Union/Management Committees.

9.5. Shift/Schedule Assignment Notification.

A. The Employer agrees to provide as much notice as possible but no fewer than fourteen (14) calendar days notice to an employee in the event of an Employer-directed permanent change in the employee's work shift assignment or work schedule, with the day of notification constituting the first day of notice. A shorter notification period may be used with the concurrence of the employee(s) impacted.

B. For temporary changes in work schedule assignment occurring within the employee's assigned workweek, the Employer will provide three (3) calendar days' notice, with the day of notification constituting the first day of notice. For emergency reasons, lack of work, an existing safety hazard to the employee or others, or mutual agreement between the Employer and employee, the Employer may temporarily change an employee's schedule with fewer than three (3) calendar days' notice. Temporary is defined as no longer than twenty- one (21) days. Temporary shift changes within the workweek shall not be employed to create a split work shift, work week, or to avoid the accrual of overtime.

C. The assignment of employees in various shifts within each work group or department shall be determined by the Employer. Provided that when qualifications are substantially equal and all other considerations are the same in the judgment of the employing department, seniority will be the tie-breaker in determining shift assignment for Employer required changes. This criterion does not apply to positions deemed by the Employer to require a rotational shift. Employees will be allowed to bid on vacant shifts by department seniority in accordance with departmental policy/procedure. Bids may be restricted to the employee's work unit.

D. In accordance with present and past practice, it is understood that employees in certain departments are on alternative work schedules and/or part-time schedules by reason of operational necessity and employee convenience. Such assignments/practices shall be recognized.

9.6. Telework/Commute.

Requests for teleworking/commuting will be considered in accordance with University and/or departmental policy.

9.7. Rest Between Shifts – Surgical Technologists, Patient Care Techs, Mental Health Specialists, and Hospital Assistants.

In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least eleven (11) hours off duty between shifts. In the event an employee is required to work with less than eleven (11) hours off duty between shifts, all time worked within this eleven (11) hour period shall be at time and one-half (1 ½).

Docusign Envelope ID: E70F1C03-C95D-8890-800F-2158834BF60A

156 Tentatively Agreed To:
157 For the Union: Signed by: Becky K. Stephens 530E07D4212E4C6...
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159 Date: 9/20/2026

For the Employer: DocuSigned by: Catherine Scheid 9BED1964C6434D0...

Date: 9/20/2026