

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

<p>In the matter of the petition of:</p> <p>UNIVERSITY OF WASHINGTON</p> <p>For clarification of an existing bargaining unit represented by:</p> <p>SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925</p>	<p>CASE 136334-C-23</p> <p>DECISION 13888 - PSRA</p> <p>ORDER CLARIFYING BARGAINING UNIT</p>
<p>In the matter of the petition of:</p> <p>UNIVERSITY OF WASHINGTON</p> <p>For clarification of an existing bargaining unit represented by:</p> <p>SEIU HEALTHCARE 1199NW</p>	<p>CASE 136335-C-23</p> <p>DECISION 13888 - PSRA</p> <p>ORDER CLARIFYING BARGAINING UNIT</p>
<p>In the matter of the petition of:</p> <p>UNIVERSITY OF WASHINGTON</p> <p>For clarification of an existing bargaining unit represented by:</p> <p>WASHINGTON FEDERATION OF STATE EMPLOYEES</p>	<p>CASE 136336-C-23</p> <p>DECISION 13888 - PSRA</p> <p>ORDER CLARIFYING BARGAINING UNIT</p>

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In early 2023, the University of Washington (employer or University) announced its intention to consolidate cardiac telemetry monitoring functions performed at the Harborview Medical Center (Harborview) and the University of Washington Medical Center (UWMC) at both the Montlake (UWMC-Montlake) and Northwest (UWMC-Northwest) campuses. That work is performed by employees in the Cardiac Monitoring Technician (CMT) job class who are in three separate bargaining units. The CMTs at Harborview are in a bargaining unit represented by the Washington Federation of State Employees (WFSE). The CMTs at UWMC-Montlake are in a bargaining unit represented by Service Employees International Union Local 925 (Local 925) while the CMTs at UWMC-Northwest are in a bargaining unit represented by SEIU Healthcare 1199NW (1199NW).

The employer also notified the three unions that it intended to move all the CMTs to the Harborview campus to perform the cardiac monitoring telemetry and that all the CMTs should be in WFSE Harborview bargaining unit. On March 24, 2023, the employer filed unit clarification petitions seeking clarification about the appropriate bargaining unit placement for the CMT positions following the announcement to consolidate the CMT work at Harborview. Hearing Officer Dario de la Rosa conducted a hearing on January 23, and 24, 2024, and the parties filed briefs to complete the record.¹

The employer's decision to reorganize and consolidate the CMT work to Harborview disrupted the community of interest for the CMTs represented by Local 925 and 1199NW. The community of interest for those positions now lies with WFSE's bargaining unit and to bifurcate that work would result in work jurisdiction issues. The bargaining units shall be clarified to remove the at-

¹ Local 925 did not file a brief.

issue CMT work from Local 925's and 1199NW's bargaining units and place that work in WFSE's bargaining unit.

BACKGROUND

The University of Washington operates a healthcare system, UW Medicine, which consists of many components and entities, including Harborview and its associated clinics, both UWMC campuses and associated clinics, Valley Medical Center, Airlift Northwest, and the University of Washington School of Medicine. *University of Washington*, Decision 13850 (PSRA, 2024).

Cardiac Monitor Technician Work

Harborview, UWMC-Montlake, and UWMC-Northwest each utilize CMTs to provide surveillance of cardiac rhythms of electrocardiographic central station monitors. This is also known as telemetry or cardiac telemetry monitoring. These positions recognize, record, and report dysrhythmias and rhythm changes and assist with cardiac rhythm interpretation. They also troubleshoot technical monitor problems, complete requisitions for patient diagnostic studies as requested by nursing staff, and perform other duties such as maintain patient records, stamp forms, and post reports. At each location this work is conducted remotely to some degree. At UWMC-Montlake and UWMC-Northwest, the work was primarily completed within the same building but in a separate location from the patients. At Harborview, the work is fully remote and performed in a separate building on the Harborview campus.

Although the work performed by the CMTs at each location is identical, there are minor differences in the way each location operates. The CMTs at UMWC-Montlake and UWMC-Northwest use Phillips equipment to perform their work. The CMTs at Harborview use Spacelab equipment. Both the Philips and Spacelab equipment integrate with the Epic clinical documentation software. The CMTs at Harborview work 12-hour shifts and typically work two or three days per week. The CMTs at UWMC-Northwest also work 12-hour shifts and work three days per week. At UWMC-Montlake, the CMTs work a combination of eight- and 12-hour shifts.

The CMTs have different reporting structures depending on their location. The CMTs at UWMC-Montlake report to Assistant Administrator of Acute Care Megan Canterbury. At UWMC-Northwest, the CMTs report to Assistant Administrator of Acute Care Erica Grenz. The Harborview CMTs moved locations and went fully remote in September 2023. The employer also assigned the Harborview CMTs to the Nursing Support Program division, which includes CMTs and Patient Care Technicians who report to the Associate Chief Nursing Officer and Assistant Administrator Marne Faber.

The Bargaining Units

The CMTs are in three separate bargaining units based upon their location. At UWMC-Montlake, Local 925 represents a nonsupervisory bargaining unit of laboratory and technical employees. Local 925's bargaining unit is currently defined as

All permanent and nonpermanent nonsupervisory laboratory technical employees employed by the University of Washington in hospitals and clinics operated by the University of Washington, including the Occupational Therapists I, II, and III; Dietitians I and II; Social Workers I and II employed by the University of Washington in hospitals and clinics operated by the University of Washington at the University of Washington Medical Center; Optician Licensed – Dispensing working at the University of Washington Medical Center Harborview Campus “Eyes on James” center; Imaging Technologist I working at Hall Health on the UW Seattle campus; excluding confidential employees, supervisors, internal auditors, temporary employees, and all other employees.

University of Washington, Decision 13720 (PSRA, 2023).² Local 925's bargaining unit includes nine employees in the CMT job class that are affected by this petition.

At UWMC-Northwest, 1199NW represents a mixed class bargaining unit of employees. 1199NW's bargaining unit is currently defined as:

² Local 925's bargaining unit has been modified through representation proceedings since the time the employer filed its petition.

All full-time and regular part-time Campus Security Officers and Campus Security Sergeants working at the University of Washington Medical Center – Northwest Campus and all full-time, part-time, and reserve employees employed by the University of Washington at its facilities located at the University of Washington Medical Center – Northwest Campus, located at 1550 N 115th St, Seattle, and at the UW Neighborhood Clinics located at 1455 NW Leary Way, Suite 250, Seattle (Ballard); 2505 2nd Ave., Suite 200, Seattle (Belltown); 13231 SE 36th St., Suite 110, Bellevue (Factoria); 32018 23rd Ave. South, Federal Way (Federal Way); 1740 NW Maple St., Suite 100, Issaquah (Issaquah); 23213 Pacific Hwy South, Kent (Kent/Des Moines); 103 Washburn Place – PO Box 10, Lopez Island (Lopez Island); 314 NE Thornton Place, Seattle (Northgate); 7 Deye Lane, Eastsound (Orcas Island); 4915 25th Ave. NE, Suite 300-W, Seattle (Ravenna); 1355 N. 205th St., Shoreline (Shoreline); 750 Republican St, Building F, Floor 2, Seattle (South Lake Union); and 17638 140th Ave. NE, Woodinville (Woodinville) in the following job classifications: Resident EKG Tech; Medical Asst Apprentice; Materials Hndlg Aide I; Child Care Teachers Aide; Housekeeper I; Courier; Courier-Lab; Food Service Worker; Parking Control Attendant; Retail Assoc - Gift Shop; Transporter; Housekeeper I (Green); Department Asst I; Medical Records Clk I; Physical Therapy Tech; Switchboard Operator; Materials Hndlg Aide II; Nursing Assistant, Reg; Transporter Lead, Department Asst II; Medical Records Clk II; HIM Clerk II; OR/ED Assistant; Housekeeper II; Groundskeeper I; Diet Clerk; Housekeeper II (Green); Clinic Pt Srvc Spec I; Cert Nursing Asst; Mobility Aide; Cert Nursing Asst Float; Department Asst Lead; Film Librarian Lead; Secretary; Culinary Associate; Medical Records Specialist; HIM Specialist; Housekeeper Lead; DI Outpatient Registration Rep; Admitting Rep; Clinic Pt Srvc Spec II; Child Care Teacher; Client Services Rep; Groundskeeper II; Lab / DI Billing Rep; Medical Asst – Reg; Radiology Tech Asst; EKG Tech (In House Cert); Lab Assistant; Unit Secretary; Unit Secretary Float; HIM Specialist II; OR Secretary; Secretary Lead; Telemetry/Unit Sec; Transcriber, Medical; Instrument Tech; Diet Technician; Maintenance Worker; Food Service Lead; Medical Asst – Cert; DI Support Svcs Lead; Sr Admitting Rep; Admitting Rep Ld; Scheduler, DI / OR; Groundskeeper Lead; Materials Hndlg Aide III; Client Services Rep Lead; Lab/DI Billing Rep Lead; Monitor Technician; Lab Account Specialist; Lab Assistant Technical; Financial Counselor, Admitting; Clinic Pt Srvc Spec III; HIM ROI Tech; Transcriber Lead; Instrument Technician Lead; Lab Assistant Lead; Scheduler Lead; Clinic Patient Care Coord; Lab Asst Technical Lead; Medical Asst - Cert Ld; Financl Counselr-Admitg Ld; Clinic Pt Srvc Spec Ld; HIM ROI Tech II; Administrative Assistant; Buyer; Facilities, Properties, Constr Coord; Inventory Coord; Case Mgmt Asst; Implant Materials Specialist; Maintenance Engineer; Sr Buyer; Allergy Tech; Coder/Analyst; EEG (END) Technician; Sr Maintenance Engineer; Sr Painter; Maintenance Engineer Lead; Coding Specialist; Sr Carpenter; Coding Specialist Lead; Electrician Lead; HVAC Mechanic; Plumbing Specialist; and EXCLUDING confidential employees, supervisors, registered nurses, and all other employees.

University of Washington, Decision 13548 (PSRA, 2022). 1199NW's bargaining unit includes four employees in the CMT job class that are affected by this petition.

At Harborview, WFSE represents a mixed class bargaining unit of employees. WFSE's bargaining unit is currently defined as:

All full-time and regular part-time nonsupervisory classified employees of the University of Washington working at Harborview Medical Center, excluding members of the governing board, employees excluded from the coverage of chapter 41.06 RCW, students, employees covered by other collective bargaining agreements, confidential employees, and supervisors.

University of Washington, Decision 13246 (PSRA, 2020); *see also University of Washington*, Decision 13400 (PSRA, 2021). At the time the petition was filed, WFSE's bargaining unit included nine CMTs. By January 4, 2024, WFSE's bargaining unit included 14 CMTs working at the Research & Training Building. WFSE's bargaining unit also includes employees in the Patient Care Technician job class. The Patient Care Technicians, also called Telesitters, provide assistance to medical and nursing staff by performing tasks involving direct and indirect patient care, including capillary blood glucose checks, treatments, transportation, and clerical tasks. The Telesitters work side-by-side with CMTs and are included in the same work group and subject to the same lines of supervision. WFSE's bargaining unit also includes approximately 1500 employees in other job classes at Harborview.

Employer's Decision to Consolidate Cardiac Monitoring Technician Work

Beginning in 2021, the employer formed a Telemonitoring Strategy Workgroup to consider strategies for remote, off-site telemetry and telesitter monitoring at all three locations. The work group stemmed from the employer's desire to increase the number of inpatient beds at the three locations. This increase in beds would allow the employer to support continuous high patient census and the community's demand and need for cardiac care.

By the end of 2022, the employer decided that centralizing the telemetry monitoring at Harborview was necessary to ensure that all three locations could meet the demand for cardiac care and

telemetry monitoring. The demand for telemetry monitoring has or will exceed the current capabilities of one or more locations. The employer determined that centralizing the CMT work to a single location would allow the employer to repurpose the spaces occupied by multiple monitoring telemetry studios at all three locations to meet other clinical and operational needs. For example, if the inpatient beds for patients with cardiac conditions were equipped with remote telemetry monitoring, UWMC-Montlake could add 18 additional beds, UWMC-Northwest could add 50 additional beds, and Harborview could add 40 additional beds. In July 2022, the employer identified the Research & Training Building on the Harborview Campus as a space for a centralized remote telemonitoring location.

On January 9, 2023, the employer notified the unions representing the CMTs of the employer's plan to consolidate its cardiac monitoring functions. The employer indicated in that notice that all the CMTs would move to the Cardiac Telemetry Program at the Research & Technology building on the Harborview campus and be integrated into one centralized work group. The Telesitters represented by WFSE will also be included in the Cardiac Telemetry Program with the CMTs.

Patients requiring telemetry monitoring will now be connected to equipment at the hospital campus where they are admitted and monitored remotely from the Harborview campus. The employer stated that moving the work to Harborview will allow the hospitals to repurpose the current spaces occupied by the CMTs to increase bed space and meet other clinical and operational needs. The employer pointed out that this kind of staffing and operational model has successfully been employed by other health systems in the Seattle area. The employer also asserted that the change allows for gained efficiencies by centralizing staffing at one location, under one leadership structure, with one training model, and streamlined equipment maintenance and technical support by our Clinical Engineering and IT Services teams. The centralized model will also allow better coverage for employees who are on breaks as well as coverage for CMTs out on sick leave or vacation.

The CMTs would be trained to use both the Philips and Spacelab equipment, including how those systems integrate with the Epic clinical documentation software. The individual CMT will monitor patients at only one location per shift. On a given day, the CMT may be monitoring a group of

patients at UWMC-Northwest and on another day monitoring a group of patients at UWMC-Montlake or Harborview. The CMTs will cover each other for breaks, lunches, and training. The employer anticipates hiring additional CMTs to help with coverage and meet the additional demand for cardiac telemetry monitoring. The employer also hopes to create advancement opportunities by creating a lead position.

The employer met with Local 925 and 1199NW in February 2023 to discuss the employer's decision to consolidate the CMT work at Harborview. The employer provided information requested by the employee organizations, including the design of the Cardiac Telemetry Program room at the Research & Training Building, information about workstations, workflows and policies, a transition plan, and communications. The employer informed the employee organizations that additional CMT employees would be hired to support increases in telemetry capacity as the hospital locations open additional cardiac telemetry enabled patient beds. The employer, Local 925, and 1199NW did not reach agreement. In September 2023, the WFSE represented CMTs moved to the Research & Training building in the space constructed in anticipation of the employer's planned consolidation.

ANALYSIS

Applicable Legal Standard

The determination of appropriate bargaining units is a function delegated to this agency by the legislature. RCW 41.80.070; *City of Richland*, Decision 279-A (PECB, 1978), *aff'd*, *International Association of Fire Fighters, Local 1052 v. Public Employment Relations Commission*, 29 Wn. App. 599 (1981), *rev. denied*, 96 Wn.2d 1004 (1981). The goal in making unit determinations is to group together employees who have sufficient similarities (community of interest) to indicate that they will be able to bargain effectively with their employer. *Central Washington University*, Decision 9963-B (PSRA, 2010); *Quincy School District*, Decision 3962-A (PECB, 1993).

This agency's role is to determine whether there is *a* community of interest, not what the *best* community of interest is. Consequently, the fact that other groupings of employees may also be appropriate, or even more appropriate, does not render another configuration inappropriate.

State – Secretary of State, Decision 12442 (PSRA, 2015) (citing *Snohomish County*, Decision 12071 (PECB, 2014); *City of Winslow*, Decision 3520-A (PECB, 1990)).

In examining the community of interest for the purpose of making bargaining unit determinations, this agency considers “the duties, skills, and working conditions of the employees; the history of collective bargaining; the extent of organization among the employees; the desires of the employees; and the avoidance of excessive fragmentation.” RCW 41.80.070. Bargaining unit determinations are made on a case-by-case basis, and the criteria are not applied on a strictly mathematical basis. *King County*, Decision 5910-A (PECB, 1997). Not all the factors will arise in every case, and where they do exist, any one factor could be more important than another, depending on the facts. *Renton School District*, Decision 379-A (EDUC, 1978), *aff’d*, *Renton Education Association v. Public Employment Relations Commission*, 101 Wn.2d 435 (1984).

Included in this agency’s authority to determine an appropriate bargaining unit is the power to modify that unit, upon request, through a unit clarification proceeding. *University of Washington*, Decision 11590 (PSRA, 2012), *aff’d*, Decision 11590-A (PSRA, 2013); *see also Pierce County*, Decision 7018-A (PECB, 2001). Unit clarifications are governed by the provisions of chapter 391-35 WAC. The general purpose of the unit clarification process is to provide this agency, as well as the parties to a collective bargaining relationship, with a mechanism to make changes to an existing bargaining unit based upon a change in circumstances to ensure its continued appropriateness. *See, e.g., Toppenish School District*, Decision 1143-A (PECB, 1981) (outlining the procedures to remove supervisors from existing bargaining units).

Generally, established bargaining units present a stability and maturity that lead to sound labor relations. *City of Grand Coulee*, Decision 13806 (PECB, 2024). A unit clarification petition disrupts that status quo and stability. Accordingly, a unit clarification petition requires a recent, meaningful change in circumstances that alters the existing community of interest such that

clarification is necessary. WAC 391-35-020³; *University of Washington*, Decision 10496-A (PSRA, 2011) (citing *City of Richland*, Decision 279-A); *South Sound 911*, Decision 13736 (PECB, 2023). A change in circumstances is meaningful if the bargaining unit is no longer appropriate without clarification. The question is not whether the purported changes result in other or more appropriate unit configurations. The question is whether the bargaining unit remains appropriate. If the bargaining unit remains appropriate, clarification under this process is not required. In conducting this examination, the agency applies the same statutory unit determination criteria as RCW 41.80.070, which is used to establish the unit's initial appropriateness. *See South Sound 911*, Decision 13736.

Among the types of changes that can alter an existing community of interest and necessitate clarification are meaningful changes to job duties, reorganization of the workforce, or other significant changes to the workplace environment. *See Lewis County (Teamsters Local 252)*, Decision 6750 (PECB, 1999). A mere change in job titles is not necessarily a material change in working conditions that would qualify under chapter 391-35 WAC to alter the composition of a bargaining unit through the unit clarification process. *See University of Washington*, Decision 10496-A.

When modifying bargaining units, this Commission is mindful that a close relationship exists between a bargaining unit and the work jurisdiction of that bargaining unit. *Port of Seattle (Seattle/King County Building and Construction Trades Council and HOD Carriers and Gen Laborers Local 242)*, Decision 6181 (PORT, 1998) (citing *South Kitsap School District*, Decision 472 (PECB, 1978)). If an employer assigns new work to employees in a bargaining unit, that work becomes historical bargaining unit work unless there is a prior agreement between the employer and exclusive bargaining representative to make the transfer of work temporary. *State – Social and Health Services*, Decision 9551-A (PECB, 2008) (citing *Kitsap County Fire District 7*, Decision 7064-A (PECB, 2001)). If a question exists regarding the assignment of new

³ In accordance with WAC-391-35-020(4)(c), parties may waive the timeliness requirement of WAC 391-35-020(4)(a).

work or the reassignment of existing work to other bargaining units following a meaningful change in circumstances, the unit clarification process is the proper forum to resolve the long-term placement of that work.

A unit clarification petition must be filed within a reasonable period of time following a change in circumstances. The statute does not set forth a particular time frame in which the change must have occurred. WAC 391-35-020. Timeliness is determined by the factual circumstances of each case. Reorganizations and reassignments of duties are events that do not occur overnight, and some deference must be granted to allow an employer to make midstream changes to any reorganization that might be occurring. *King County*, Decision 11828 (PECB, 2013), *aff'd*, Decision 11828-A (PECB, 2013). The defining event is a material change to duties or working conditions that necessitates the employer's review and possible reallocation of the affected employees or positions. *University of Washington*, Decision 11590.

Application of Standards

The consolidation of the CMTs into a single location at Harborview will result in a single line of supervision, some degree of integration of the work, training on all equipment used by the CMTs, and expanded opportunities for the CMTs. The consolidation constitutes a meaningful change in circumstances that will alter the community of interest between the CMTs and their bargaining units at UWMC-Montlake and UWMC-Northwest. Accordingly, clarification of the bargaining units is necessary.

1199NW asserts the employer's petition is not timely under WAC 391-35-020 because the employer has not moved the CMTs at UWMC-Montlake and UWMC-Northwest to Harborview. 1199NW claims the employer has not implemented any meaningful changes to the working conditions of the CMTs.⁴

⁴ 1199NW also asserts that the employer has not complied with the timeliness requirements of WAC 391-35-020(2). That rule only applies to unit clarification petition concerning supervisory and part-time employees.

The unit clarification rules require a recent, meaningful change of circumstances to warrant clarification and disruption to the stability usually afforded by established bargaining units. WAC 391-35-020(2)(c). The rules do not set forth a specific timeline in which the change must have occurred. *University of Washington*, Decision 11833 (PSRA, 2013). The rules only require that the petition be filed within a reasonable time of the change. *Id.* Timeliness is determined by the facts of each case. *Id.* Sometimes the nature of the change involved makes it necessary for certain processes to be completed before a unit clarification petition can be filed. *Id.*

However, the timeliness requirement should not be read independent of the actual change in circumstances. The timeliness requirement is intertwined with the requirement that the change in circumstances affect the existing community of interest so that clarification is necessary.

In instances where this agency has dismissed a unit clarification as untimely, it has not done so mechanically based on the amount of time that has passed. Rather, ultimately what dictates the dismissal is that the passage of time after the alleged change shows there to be no alteration of the community of interest making the current bargaining unit inappropriate. *See e.g., University of Washington*, Decision 11590; *State – Corrections*, Decision 12005 (PSRA, 2014); *Washington State Department of Natural Resources*, Decision 13891 (PSRA, 2024).

In *Washington State Department of Natural Resources*, Decision 13891, the employer sought guidance as to whether it was required to move positions from one bargaining unit defined by job class to a residual bargaining unit after reallocating positions to a job class not included in the first bargaining unit. There was no change in work, duties, location, or structure. So, there was no recent, meaningful change in circumstances necessitating clarification. *Id.*

In *University of Washington*, Decision 11590, the employer wanted to reallocate positions to a different job class and move them to another bargaining unit based upon the unit descriptions. The positions were in a bargaining unit that was described by the work and location. The bargaining unit the employer wanted to move the employees to was defined by job class and location, and it included the job class the employee would be reallocated to. The employer not only believed the unit descriptions dictated the move, but it felt the employees shared a greater community with that

bargaining unit. The petition was likewise deemed untimely because there was no meaningful change in circumstances that altered the community of interest of the employees. The only change that occurred was a change in job title and reallocation to a different job class without any change to the work, duties, location, or structure. *University of Washington*, Decision 11590.

In *State – Corrections*, Decision 12005, the employer consolidated all its training and development positions into a single unit. A majority of those positions were unrepresented while a minority belonged to a large, mixed-class unit. Two years after the consolidation occurred, the employer filed a unit clarification petition seeking to remove the represented positions from the bargaining unit. That change, when made, might have been meaningful and altered the community of interest for the group of impacted, represented employees. However, during the intervening two years, nothing occurred to show that the change actually altered the community of interest. *State - Corrections*, 12005. If anything, that passage of time and intermingling of work by the employees in the consolidated unit had resulted in the work of the entire consolidated unit becoming bargaining unit work. *Washington State Department of Corrections*, Decision 13808 (PSRA, 2024).

In this case, the petition is not premature. The evidence shows that the consolidation was not hypothetical. The employer notified the unions of its intent to consolidate the CMT work at Harborview on January 9, 2023. The employer filed unit clarification petitions on March 24, 2023. The employer even communicated a date by which they hoped to transfer the work and the employees to Harborview. *University of Washington*, Decision 13881 (PSRA, 2024). 1199NW demanded to bargain the decision to consolidate the CMT work and the move of the CMTs to Harborview. On May 9, 2023, 1199NW filed an unfair labor practice complaint alleging that the employer had refused to bargain the decision to consolidate the CMT work and move the CMTs to Harborview. *Id.* So, 1199NW clearly felt there was enough of a degree of finality to pursue those causes of action.

1199NW is correct that the employer did not move or change the working conditions of the CMTs represented by 1199NW and Local 925 prior to filing its petitions. But there is no requirement in the statutes this agency administers or chapter 391-35 WAC that the employer physically change

work locations to trigger a change in circumstances. The standards announced above only require that a *meaningful* change of circumstances occur.⁵ For example, in *King County*, Decision 11828, the employer reorganized its information technology work force to consolidate those employees into a single department. Although the reporting structure for the impacted employees changed, employee duties did not change and many of the impacted employees did not move work locations. That kind of “paper” reorganization constituted a change in circumstances that warranted review of the bargaining unit’s continued appropriateness despite the minimal impact felt by the at-issue employees. *Id.* Given how the employer anticipates the work will be completed with CMTs performing monitoring duties for patients at all three locations, it was reasonable for the employer to seek clarification prior to commingling bargaining unit work.

The question then shifts from the timing to whether the decision to consolidate the Cardiac Monitoring program and move all the CMTs to Harborview has or will alter the moving CMTs community of interest to the bargaining units at UWMC-Montlake and UWMC-Northwest. The consolidation of the CMTs will bring about many changes to the working conditions of the CMTs.

Most obviously, the CMTs at UWMC-Montlake and UWMC-Northwest will move from their locations at their respective campuses to the Research & Training Building on the Harborview campus. All the CMTs will report to the same supervisory chain at Harborview. The CMTs will be part of the Harborview Nursing Support Program Division and report to Harborview Associate Chief Nursing Officer and Assistant Administrator Marne Faber.

All the CMTs will be cross trained on the telemetry monitoring equipment at UWMC (Phillips) and Harborview (Spacelab). The CMTs will monitor one group of patients, by location, at a time. But, on any given day, the CMT may be monitoring a group of patients at UWMC-Northwest and

⁵ This case illustrates the challenges that many employers face when implementing a reorganization. Had this employer moved the CMTs to Harborview, Local 925 and 1199NW could have filed unfair labor practice complaints alleging the employer unilaterally changed working conditions. By not moving the CMTs to Harborview, the employer has exposed itself to an argument that it has not implemented a change in circumstances that warrants review of the CMTs’ community of interest.

on another day monitoring a group of patients at UWMC-Montlake or Harborview. The CMTs will cover each other for breaks, lunches, and training. The employer anticipates hiring additional CMTs to help with coverage and meet the additional demand for cardiac telemetry monitoring. The employer also hopes to create advancement opportunities by creating a lead position.

CONCLUSION

All these changes inexorably alter the community of interest of the CMTs currently in the Local 925 and 1199NW bargaining units. All three bargaining units are described by job title at the specific location or by nature of the work at the specific locations. To keep the CMTs in their current bargaining units after these changes would render the current unit descriptions and identification of bargaining unit work ambiguous and confusing. It will not be possible to maintain the current work jurisdiction. Clearly, the consolidation of the CMTs and move to Harborview alters the community of interest of the bargaining units and necessitates clarification. The CMTs at UWMC-Montlake and UWMC-Northwest will be removed from their current bargaining units and placed in the WFSE Harborview bargaining unit.

FINDINGS OF FACT

1. The University of Washington is an employer within the meaning of RCW 41.80.005(8).
2. The employer operates a healthcare system, UW Medicine, which consists of many components and entities, including Harborview Medical Center (Harborview) and its associated clinics, and the University of Washington Medical Center (UWMC) and its associated clinics. UWMC has two campuses: Montlake (UWMC-Montlake) and Northwest (UWMC-Northwest).
3. The Service Employees International Union Local 925 (Local 925) is an employee organization within the meaning of RCW 41.80.005(7). Local 925 represents a nonsupervisory bargaining unit of laboratory and technical employees at UWMC-Montlake that includes employees in the Cardiac Monitoring Technician (CMT) job class.

4. SEIU Healthcare 1199NW (1199NW) is an employee organization within the meaning of RCW 41.80.005(7). 1199NW represents a mixed class bargaining unit of employees at UWMC-Northwest that includes employees in the CMT job class.
5. The Washington Federation of State Employees (WFSE) is an employee organization within the meaning of RCW 41.80.005(7). WFSE represents a mixed class bargaining unit of employees at Harborview that includes employees in the CMT job class.
6. Harborview, UWMC-Montlake, and UWMC-Northwest each utilize Cardiac Monitoring Technician (CMT) job class to provide surveillance of cardiac rhythms of electrocardiographic central station monitors. This is also known as telemetry or cardiac telemetry monitoring. These positions recognize, record, and report dysrhythmias and rhythm changes and assist with cardiac rhythm interpretation. They also troubleshoot technical monitor problems, complete requisitions for patient diagnostic studies as requested by nursing staff, and perform other duties such as maintain patient records, stamp forms, and post reports. At each location this work is conducted remotely to some degree.
7. The CMTs at UMWC-Montlake and UWMC-Northwest use Phillips equipment to perform their work. The CMTs at Harborview use Spacelab equipment. Both the Philips and Spacelab equipment integrate with the Epic clinical documentation software. The CMTs at Harborview work 12-hour shifts and typically work two or three days per week. The CMTs at UWMC-Northwest also work 12-hour shifts and work three days per week. At UWMC-Montlake, the CMTs work a combination of eight- and 12-hour shifts.
8. The CMTs have different reporting structures depending on their location. The CMTs at UWMC-Montlake report to Assistant Administrator of Acute Care Megan Canterbury. At UWMC-Northwest, the CMTs report to Assistant Administrator of Acute Care Erica Grenz. The Harborview CMTs moved locations and went fully remote in September 2023. The employer also assigned the Harborview CMTs to the Nursing Support Program division, which includes CMTs and Patient Care Technicians who report to the Associate Chief Nursing Officer and Assistant Administrator Marne Faber.

9. On January 9, 2023, the employer notified the unions representing the CMTs of the employer's plan to consolidate its cardiac monitoring functions. The employer indicated in that notice that all the CMTs would move to the Cardiac Telemetry Program at the Research & Technology building on the Harborview campus and be integrated into one centralized work group.
10. The CMTs would be trained to use both the Philips and Spacelab equipment, including how those systems integrate with the Epic clinical documentation software. The individual CMT will monitor patients at only one location per shift. On a given day, the CMT may be monitoring a group of patients at UWMC-Northwest and on another day monitoring a group of patients at UWMC-Montlake or Harborview. The CMTs will cover each other for breaks, lunches, and training. The employer anticipates hiring additional CMTs to help with coverage and meet the additional demand for cardiac telemetry monitoring.
11. The employer met with Local 925 and 1199NW in February 2023 to discuss the employer's decision to consolidate the CMT work at Harborview. The employer provided information requested by the employee organizations, including the design of the Cardiac Telemetry Program room at the Research & Training Building, information about workstations, workflows and policies, a transition plan, and communications. The employer informed the employee organizations that additional CMT employees would be hired to support increases in telemetry capacity as the hospital locations open additional cardiac telemetry enabled patient beds.
12. On March 24, 2023, the employer filed unit clarification petitions seeking clarification about the appropriate bargaining unit placement for the CMT positions following the announcement to consolidate the CMT work at Harborview.
13. In September 2023, the WFSE represented CMTs moved to the Research & Training building in the space constructed in anticipation of the employer's planned consolidation.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to chapter 41.80 RCW and chapter 391-35 WAC.
2. Based upon findings of fact 9, 10, 11, and 13, the unit clarification filed by the University of Washington described in finding of fact 12 is appropriate under WAC 391-35-020 because it was recent change in circumstances that altered the community of interest of the bargaining units described in findings of fact 3 through 5.
3. Based upon findings of fact 6 through 13, the employees in the Cardiac Monitoring Technician job class described in findings of fact 3 and 4 only share a community of interest with the bargaining unit described in finding of fact 5.

ORDER

1. The employees in the Cardiac Monitoring Technician job class represented by Service Employees International Union Local 925 described in finding of fact 3 shall be removed from that bargaining unit and placed in the bargaining unit represented by the Washington Federation of State Employees described in finding of fact 5.
2. The employees in the Cardiac Monitoring Technician job class represented by SEIU Healthcare 1199NW described in finding of fact 4 shall be removed from that bargaining unit and placed in the bargaining unit represented by the Washington Federation of State Employees described in finding of fact 5.
3. The bargaining unit represented by the Washington Federation of State Employees, as identified in finding of fact 5, shall continue to be described as follows:

All full-time and regular part-time nonsupervisory classified employees of the University of Washington working at Harborview Medical Center, excluding members of the governing board, employees excluded from the coverage of chapter 41.06 RCW, students, employees covered by other collective bargaining agreements, confidential employees, and supervisors.

ISSUED at Olympia, Washington, this 28th day of June, 2024.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

A handwritten signature in black ink, appearing to read "M. Sellars", is written over the printed name below.

MICHAEL F. SELLARS, Executive Director

This order will be the final order of the agency unless a notice of appeal is filed with the Commission under WAC 391-35-210.



RECORD OF SERVICE

ISSUED ON 06/28/2024

DECISION 13888 - PSRA has been served by mail and electronically by the Public Employment Relations Commission to the parties and their representatives listed below.

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CASE 136334-C-23

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