

University of Washington – SEIU 1199NW

07/1/23 – 06/30/25 Collective Bargaining Agreement Summary (Master Contract)

This summary is provided by the Employer in accordance with RCW 43.88.583. Please note that this is a summary only, and is not intended to be a substitute for reviewing the complete contract. This summary was drafted upon ratification, so please consult the main PDF contract on the LR website for the most up to date contract version.

Information Requested	Responsive Information
The term of the agreement	July 1, 2023 – June 30, 2025
The bargaining units covered by the agreement by state agency	Harborview Medical Center Registered Nurse Bargaining Unit, Professional/Technical Bargaining Unit, Social Worker, Dietician, and Speech Language Pathologist Bargaining Unit, Physician Assistant-Advanced RN Practitioner Bargaining Unit, Respiratory Care/Anesthesiology Technician/Electroneurodiagnostic Technologist Bargaining Unit, Imaging Technologist Supervisor Bargaining Unit, Airlift Northwest Bargaining Unit, Pharmacy Technicians Bargaining Unit
Base compensation	<u>Article 45 – Wages and Other Pay Provisions</u> <u>Appendix II-VI – Pay Tables</u>
Provisions for and rate of overtime pay	<u>Article 9.3 – Overtime</u> <u>Article 37.5 – Nonpermanent and Intermittent Hours of Work and Overtime</u> <u>Article 47– Airlift Northwest</u> <u>MOU - Pre-Scheduled Voluntary Doubletime Shift Incentive for Critical Staffing Needs</u>
Provisions for and rate of compensatory time	<u>Article 9.3 – Overtime</u> <u>Article 47.16(B) – Airlift Northwest Overtime</u>
Provisions for and rate of any other compensation including, but not limited to, shift premium pay, on-call pay, stand-by pay,	<u>Article 37.7 Nonpermanent and intermittent Compensation and Premium Pay</u>

Information Requested	Responsive Information
assignment pay, special pay, or employer-provided housing or meals	<u>Article 45 – Wages and Other Pay Provisions</u> <u>Article 47 – Airlift Northwest</u> <u>MOU – Pre-scheduled Voluntary Double-time</u>
Provisions for and rate of pay for each paid leave provision	<u>Article 3 – Reasonable Accommodation of Employees with Disabilities</u> <u>Article 11 – Educational and Professional Development</u> <u>Article 16 – Holiday</u> <u>Article 17 – Vacation Schedule</u> <u>Article 18 – Sick Leave</u> <u>Article 20 – Miscellaneous Leave</u> <u>Article 21 – Family Medical Leave Act and Parental Leave</u> <u>Article 24 – Unpaid Holidays for a Reason of Faith or Conscience</u> <u>Article 25 – Leave Due to Child Care Emergencies</u> <u>Article 26 – Civil/Jury Duty Leave and Bereavement Leave</u> <u>Article 27 – Leave Related to Domestic Violence, Sexual Assault or Stalking</u> <u>Article 29 – Military Leave</u> <u>Article 30 – Worker’s Compensation Leave</u> <u>Article 37 – Nonpermanent and Intermittent</u> <u>Article 43 – RN Extended Leave</u>

Information Requested	Responsive Information
	<u>Article 45 – Wages and Other Pay Provisions</u> <u>Article 47.6 – Airlift Northwest</u> <u>Article 49 – Washington Family Medical Leave Program</u>
Provisions for and rate of pay for any cash out provisions for compensatory time or paid leave	<u>Article 16.2(B) – Holiday Credit Cash Out</u> <u>Article 17.4 – Vacation Leave Cash Payment</u> <u>Article 18.4(1)(b) – Sick Leave Compensation for</u> <u>Article 47.16(C) – Airlift Northwest Compensatory Time Cash Out</u>
Temporary layoff provision	N/A
Any impasse procedure subject to bargaining	N/A
Health care benefits provisions expressed as a percentage of cost or as a dollar amount, or in the case of contributions to a third-party benefit fund, the hourly contribution rate to the fund	<u>Article 28 – Health Insurance and Pension</u>
Any retirement benefit subject to bargaining, or in the case of contributions to a third-party benefit fund, the hourly contribution rate to the fund	N/A

Information Requested	Responsive Information
<p>For compensation or fringe benefits with an anticipated cost of fifty thousand dollars or more, a brief description of each component and its cost that comprises the amount funded by the legislature to implement in accordance with RCW 41.80.010(3)</p>	<p>Attachment A includes costing information for implementation of the collective bargaining agreement</p> <p>General Wage Increases: All SEIU 1199NW represented employees under the HMC/ALNW CBA will receive a two percent (4%) across the board wage increase on July 1, 2023 and a two percent (3%) across-the-board wage increase on July 1, 2024.</p> <p>Recruitment and Retention Wage Increase: All SEIU 1199NW represented employees under the HMC/ALNW CBA will receive a five percent (5%) wage increase on July 1, 2023 (in addition to the general increase outlined above).</p> <p>Targeted Adjustments: There will be targeted recruitment and retention adjustments applied to multiple classifications.</p> <p>Pay Premiums: The hourly premium rate for standby pay will be increased to \$7.00/hour for all employees covered by this contract.</p>
<p>Number of bargaining unit members covered by the agreement (as of ratification)</p>	<p>Approximately 2,400</p>
<p>Content of any agency-specific supplemental agreements affecting (a) through (m) of this subsection</p>	<p><u>Article 47 – Airlift Northwest</u></p>
<p>Any contract provisions that allow the contract to be reopened during the contract term</p>	<p>N/A</p>

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ARTICLE 1 – PURPOSE

The purpose of this Agreement is to set forth certain terms and conditions of employment and to provide improved patient care by promoting equitable employment relations and conditions. In the spirit of cooperation, the Union and the Employer are committed to proceeding with all negotiations in a cooperative manner and as expeditiously as practical.

ARTICLE 2 – NONDISCRIMINATION

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3 2.1 The parties individually agree that they will not engage in any act or practice or pursue any
4 policy which is discriminatory against any employee who may be a qualified disabled
5 individual, has status as a protected veteran who is a victim of sexual assault or stalking,
6 or because of their military status, or because of age, sex, sexual orientation, gender
7 identity or expression, genetic information, pregnancy, political affiliation, political belief,
8 marital status, race, national origin, color, creed, religion, immigration status, citizenship,
9 or membership or non-membership in a union. Unlawful harassment is included as a form
10 of prohibited discrimination.

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12 "Race" is inclusive of traits historically associated or perceived to be associated with race
13 including, but not limited to, hair texture and protective hairstyles. "Protective hairstyles"
14 includes, but is not limited to, such hairstyles as afros, braids, locks, and twists.

15
16 2.2 Sexual Harassment. No employee shall be subjected to discrimination in the form of sexual
17 harassment as defined in University of Washington Executive Order 31 on
18 Nondiscrimination and Affirmative Action.

19
20 2.3 Complaints. Employees who feel they have been the subject of discrimination, harassment,
21 or retaliation are encouraged to discuss such issues with their supervisor, administrator, or
22 Human Resource Consultant for local resolution. The goal of local resolution is to address
23 and resolve problems as quickly as possible and to stop any inappropriate behavior for
24 which a member of the University community is responsible.

25
26 A formal complaint may be filed with the University Complaint Investigation and Resolution
27 Office (UCIRO). Employees may also file discrimination, harassment or retaliation
28 complaints with appropriate federal or state agencies or through the grievance process in
29 accordance with Article 6 of this Agreement. In cases where an employee files both a
30 grievance and an internal complaint regarding the alleged discrimination, harassment or
31 retaliation, with mutual agreement the grievance may be suspended until the internal
32 complaint process has been completed. If the UCIRO investigation exceeds sixty (60) days,
33 the Union may request a status update from Labor Relations (laborrel@uw.edu).

34
35 UCIRO shall include a statement in the initial e-mail they send out to all complainants that
36 says, "Union members may have rights under their respective Collective Bargaining
37 Agreements. For more information you may contact your union or Labor Relations at
38 laborrel@uw.edu or <https://hr.uw.edu/labor/unions>."

39
40 In accordance with Executive Order 31, retaliation against any individual who reports
41 concerns regarding discrimination or harassment, or who cooperates with or participates
42 in any investigation of allegations of discrimination, harassment, or retaliation is
43 prohibited.

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45 Both parties agree that nothing in this Agreement will prevent the implementation of an
46 approved affirmative action plan.

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48 2.4 A grievance alleging a violation of this article must be submitted within one hundred
49 eighty (180) days of an alleged occurrence.

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2 2.5 When a grievance or complaint is filed, the University will implement interim measures as
3 appropriate.
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5 2.6 Bathroom Equity. Whenever feasible, the Employer will provide single-use gender-neutral
6 bathrooms that are available to any individual desiring privacy.
7
8 2.7 Lactation. The Employer will comply with relevant State law regarding availability of
9 lactation stations and reasonable time for the expression of milk.
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ARTICLE 3 – REASONABLE ACCOMMODATION OF EMPLOYEES WITH DISABILITIES

3.1 The Employer and Union will comply with all relevant federal and state laws, regulations and executive orders and with the provisions of University of Washington Policy Statement 46.5 on Reasonable Accommodation of Employees with Disabilities. The University and the Union are committed to providing reasonable accommodation to employees with disabilities.

3.2 An employee who believes that they suffer a disability and require a reasonable accommodation to perform the essential functions of their position may request such an accommodation through the Disability Services Office form or otherwise informing the employee’s supervisor and/or department of the need for accommodation.

3.3 Employees requesting accommodation must cooperate with the University in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion at Employer expense. Medical information disclosed to the Employer will be kept confidential.

3.4 The Employer will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided.

3.5 An employee who is unable to perform the essential function of their position due to disability may be separated from service after the Employer has made good faith efforts to reasonably accommodate the employee’s disability in accordance with applicable state and federal law. Disability separation is not a corrective action.

3.6 An employee who is unable to perform the essential function of their position may be provided a leave of absence in accordance with 3.7 as an accommodation.

3.7 Disability Leave. Disability leave may be a combination of the employee’s accrued sick time off, vacation time off, personal holiday, holiday credit, compensatory time, and/or unpaid time off, the combination of which may be determined by the employee. If disability leave is taken as unpaid, the employee may apply eight (8) hours of accrued paid time off per month during the duration of the approved disability leave to provide for continuation of employer paid health benefits. The interspersed paid time off will be applied to the first working day of the month.

3.8 Pregnancy Accommodation. The Employer and the Union will comply with all relevant federal and state laws, regulations, and executive orders and with the provisions of Washington Administrative Policy Statement 46.7 Reasonable Accommodation of Pregnant Employees. The University and the Union are committed to providing reasonable accommodation to pregnant employees.

A. The following pregnancy-related accommodations shall not require health care provider certification and are not subject to an employer’s claim of undue hardship:

1. Providing more frequent, longer, or flexible restroom breaks;

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- 2. Modifying a no food or drink policy;
 - 3. Providing seating or allowing the employee to sit more frequently if the job requires standing; and
 - 4. Restricting lifting to seventeen pounds (17 lbs.) or less.
- B. An employee's pregnancy or pregnancy-related health condition may also be accommodated as follows:
1. Job restructuring, part-time or modified work schedules, reassignment to a vacant position, or acquiring or modifying equipment, devices, or an employee's work station;
 2. Providing for a temporary transfer to a less strenuous or less hazardous position;
 3. Providing assistance with manual labor and limits on lifting;
 4. Scheduling flexibility for prenatal visits; and
 5. Any further pregnancy accommodation an employee may request.

With respect to these accommodations, the University may request an employee provide written certification from their treating health care provider regarding the need for reasonable accommodation and may deny an employee's request for reasons of significant difficulty or expense.

ARTICLE 4 – RECOGNITION/EMPLOYER

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4.1 The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, and working conditions for all employees of the University of Washington in bargaining units certified by the Washington Personnel Resources Board, the Public Employment Relations Commission and/or the Department of Labor and Industries under the jurisdiction of RCW 28B.16 and 41.80. The composition of these units is as set forth in Appendix I of this Agreement – Bargaining Units Represented by the Service Employees International Union Healthcare 1199NW.

4.2 "Employer" is the Board of Regents of the University of Washington acting for Harborview Medical Center through its agents, administrators and supervisors as determined by the Board of Regents.

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ARTICLE 5 – AFFIRMATIVE ACTION

Applicable Law. The Union and the Employer agree to abide by and support the applicable statutory and administrative laws pertaining to equal opportunity and elimination of employment inequities.

ARTICLE 6 – GRIEVANCE PROCEDURE

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3 6.1 Definition. A grievance within the meaning of this Agreement shall be defined as any
4 alleged misapplication or misinterpretation of the terms of this Agreement, and/or the
5 Employer's written personnel rules and policies.
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7 A grievant, within the meaning of this Agreement, shall be defined as an employee(s)
8 within a bargaining unit covered by this Agreement, who alleges a grievance, or the Union
9 alleging a grievance, under the terms and conditions of this Agreement.
10

11 6.2 Noninterference. Employees shall be free from restraint, interference, coercion,
12 discrimination or reprisal in seeking resolution of their grievance when processed in
13 accordance with this procedure.
14

15 6.3 Application of the Grievance Procedure. This grievance procedure shall be available to all
16 employees covered by this Agreement subject to the following:
17

- 18 A. Concerns regarding performance evaluations may be filed as a grievance and
19 processed only through Step 2 of this procedure.
20 B. Concerns regarding corrective action may be filed as a grievance and processed per
21 the grievability/arbitrability language in Article 36.4.
22

23 6.4 Union Delegates. The Employer recognizes the right of the Union to designate Union
24 Delegates who shall be authorized to take up employee or group grievances through the
25 grievance procedure.
26

27 A Union Delegate who is a bargaining unit employee and is processing a grievance in
28 accordance with the grievance procedure shall be permitted a reasonable time to assist
29 in the resolution of legitimate employee grievances on the Employer's property without
30 loss of pay. Such time off for processing grievances shall be granted by supervision
31 following a request, but in consideration of any job responsibilities.
32

33 6.5 Time Limits. An extension of the time limitations as stipulated in the respective steps
34 below, may be obtained by mutual consent of the parties. Failure of the Employer to
35 comply with the time limitations due to negligence shall establish the right of the grievant
36 to process the grievance to the next step or to submit the grievance to the next step.
37 Failure of the grievant to comply with the time limitations due to negligence on their part
38 shall constitute withdrawal of the grievance. A grievance may be withdrawn at any time,
39 in writing to the Employer, by the grievant. Withdrawal of a grievance shall close the
40 matter, and it shall not be resubmitted.
41

42 6.6 Contents. The written grievance shall include the following information:
43

- 44 A. The date upon which the grievance occurred.
45 B. The specific Article(s) and Section(s) of the Agreement violated.
46 C. The past practice, rule, policy violated.
47 D. Specific remedy requested.
48 E. The grievant(s) name.
49 F. Name and signature of Union representative (Staff or Steward).

1 G. The nature of the grievance.
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3 Failure to include the above information shall not be a reason for invalidating the
4 grievance.
5

6 Consolidation. Grievances arising out of the same set of facts may be consolidated by
7 written agreement.
8

9 Pay Status. An aggrieved employee and the Union Delegate shall be in a pay status during
10 those working hours in which a grievance, a grievance mediation, or an arbitration hearing
11 is held. Release time for additional employee representation shall be subject to approval
12 by the Labor Relations Officer or designee when a group grievance is filed.
13

14 6.7 Employee Representation. The Union is the official representative for any individual
15 employee or group of employees filing a grievance who wish to be represented. Individual
16 employees or groups of employees who choose not to be represented by the Union may
17 present grievances to management through Step Two of the grievance procedure only.
18 Such grievances may be adjusted by management so long as the adjustment is not
19 inconsistent with the collective bargaining agreement and the Union has had an
20 opportunity to review such adjustments.
21

22 6.8 Procedure. The following shall be the formal grievance process. The parties are
23 encouraged to meet informally to resolve issues that may be potential grievances at the
24 lowest possible level of supervision. Such informal meetings will not be considered a step
25 of the grievance process and will not stop the grievance timelines. If requested by the
26 employee, a Union representative may be present.
27

28 Step One - Administrative. It is the desire of both the Employer and the Union that
29 grievances be adjusted informally whenever possible. If an employee or the Union wishes
30 to file a grievance, such grievance must be filed within thirty (30) calendar days from the
31 date the grievant is aware that a grievance exists. The grievance shall be in written form
32 with a complete description of the alleged grievance, the date it occurred, the specific
33 article(s) and section(s) of the contract, or Employer policy or rule alleged to have been
34 violated and the remedy sought. A copy of the grievance will be sent to the Medical
35 Center's Human Resources Office. The parties will schedule a grievance meeting within
36 ten (10) calendar days of filing. If requested by the grievant, a representative or delegate
37 may be present. The University will be represented by a manager with the authority to
38 adjust the issues raised in the grievance and a representative from the Medical Center's
39 Human Resources Office. The University will respond in writing within ten (10) calendar
40 days of the meeting.
41

42 Step Two - Review. If a satisfactory settlement is not reached within the required time
43 period above, the employee and/or representative may submit the written grievance to
44 Step Two within fourteen (14) calendar days after the decision at Step One. A copy of the
45 grievance will be sent to the Medical Center's Human Resources Office and the Office of
46 Labor Relations. The second step review meeting shall occur within ten (10) calendar
47 days. The grievance review meeting shall include the grievant, the grievant's
48 representative or delegate, the head of the unit or designee, and representatives from the
49 Medical Center's Human Resources Office and the University's Labor Relations Office.

1 The University will respond in writing within fourteen (14) calendar days of the meeting. If
2 a satisfactory settlement is not reached, the Union representative or delegate may submit
3 the written grievance to Step Three within fourteen (14) calendar days.
4

5 Step Three: Grievance Mediation. If the grievance is not resolved at the Step Two, the
6 Union may file a request for mediation with the Public Employment Relations Commission
7 (PERC) in accordance with WAC 391-55-020, with a copy to the Labor Relations Office
8 within fourteen (14) days of receipt of the Step Two decision. In addition to all other filing
9 requirements, the request must include a copy of the grievance and all previous
10 responses. The Employer will inform the Union, in writing, and PERC within fourteen (14)
11 days of receipt of Mediation request if they are not in agreement.
12

13 Step Four: Arbitration. If a satisfactory settlement is not reached at the prior step, or the
14 step was skipped, either of the signatory parties to this Agreement may submit the
15 grievance to binding arbitration. Such submittal must be made within fourteen (14)
16 calendar days following the written notice that the employer does not agree to Step Three
17 Mediation or the conclusion of the prior step.
18

19 Panel of Arbitrators:

20 The parties agree to establish a permanent panel of arbitrators. These arbitrators shall
21 be assigned cases by the parties on a rotating basis. If the arbitrator is not available to
22 hear the case within ninety (90) calendar days of the decision by either party to go to
23 arbitration, the parties may contact the next arbitrator in the rotation. If no arbitrator can
24 hear the case within ninety (90) calendar days, the case will be assigned to the arbitrator
25 who can hear the case on the earliest date. If an individual arbitrator decides to remove
26 their name from the panel or if one or more members of the panel are not continued by
27 either party, the parties will meet to decide whether to substitute an additional name(s).
28

29 No later than seven (7) working days prior to the scheduled arbitration meeting, the
30 parties will submit questions of arbitration eligibility to the arbitrator for preliminary
31 determination, share the name of each witness intending to testify at the hearing, and
32 attempt to agree upon the issue statement. A copy of written materials submitted to the
33 arbitrator will be provided to the opposing party.
34

35 The parties agree that the arbitrator shall have no power to render a decision that adds
36 to, subtracts from, alters or modifies in any way the terms and conditions of the
37 Agreement. The parties further agree that the decision of the arbitrator will be final and
38 binding upon all parties. The Union or the Employer will have the right to request the
39 arbitrator to require the presence of witnesses and/or documents. The arbitrator's
40 decision shall be made in writing and the arbitrator shall be encouraged to render the
41 decision within thirty (30) calendar days of the close of the arbitration.

1 **ARTICLE 7 – UNION MEMBERSHIP, DUES DEDUCTION, AND STATUS REPORTS**

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3 Dues Deduction. Upon authorization by an individual employee to the Union, the Employer shall
4 provide for the semi-monthly payroll deductions of union dues which are uniformly applied to all
5 members in those bargaining units in which the Union is the exclusive bargaining agent.
6

7 A. The Union shall transmit to the Employer via a web based electronic reporting
8 system, by the cut-off date for each payroll period, the name and Employee ID
9 number of employees who have, since the previous payroll cut-off date, provided
10 authorization for deduction of dues, COPE, or have changed their authorization for
11 deduction. The Employer will provide instructions and templates for the web based
12 electronic reporting system and provide a calendar of required payroll cut-off dates.
13

14 7.1 Employees who move to a position in another bargaining unit represented by the Union
15 will have their Union deduction continued. When an employee covered by this contract
16 moves to a position that is not covered by this contract, dues deducted on behalf of the
17 Union will cease.
18

19 Semi-monthly the Employer's Payroll Office will transmit the total deducted amount of dues
20 money to the Union's office together with a list of current members on dues deduction
21 together with any additions and deletions for that month.
22

23 The Union will provide the Employer thirty (30) days advance notice of a change in the
24 amount of dues.
25

26 7.2 Indemnification. The Union and each employee authorizing the assignment of wages for
27 the payment of Union dues hereby undertakes to indemnify and hold the University
28 harmless from all claims, demands, suits or other forms of liability that may arise against
29 the University for or on account of any deductions made from the wages of such
30 employees or for any action taken in compliance with this Article.
31

32 7.3 Revocation. The Employer will direct all questions about revocation to the Union. An
33 employee may revoke their authorization for payroll deduction of payments to the Union
34 by written notice to the Employer and the Union in accordance with the terms and
35 conditions of their signed membership card. Every effort will be made to end the deduction
36 effective on the first payroll, and not later than the second payroll, after receipt by the
37 Employer of confirmation from the Union that the terms of the employee's signed
38 membership card regarding dues deduction revocation have been met.
39

40 7.4 Rosters. Each pay period the Employer will provide the following four (4) reports
41 electronically.
42

43 **A. Total Compensation and deductions**

- 44 Name
45 Home Address
46 Home phone
47 Cell phone
48 Work phone
49 Work location (building)

- 1 Work location (address)
- 2 Work station or office (suite and/or number)
- 3 Employee ID number
- 4 Personal Email
- 5 UW email
- 6 UW mailbox
- 7 Employment status
- 8 Employment status effective date
- 9 Job classification
- 10 Department
- 11 Pay grade
- 12 Pay step
- 13 Pay rate salary
- 14 Hourly rate
- 15 Supervisor
- 16 Supervisor email
- 17 Race
- 18 Gender
- 19 DOB
- 20 Date of hire
- 21 Job title
- 22 Job class code
- 23 Shift
- 24 Deduction amount dues
- 25 Deduction amount cope
- 26 Total wages for the pay period
- 27 Total base pay for pay period
- 28 Total overtime pay for pay period
- 29 Total overtime hours per pay period
- 30 Total hours worked in the pay period
- 31 Days in the pay period
- 32 Total hours for each class/type of differential and or/ premium pay for the pay period
- 33 Total wages for each class/type of differential and or/ premium pay for the pay period
- 34 Total wages year to date.
- 35 Pension plan enrollment (which plan)
- 36 Position number
- 37 Medical plan enrollment (which plan)
- 38 Bargaining Unit
- 39 Total FTE
- 40 Anniversary date (step date)
- 41 Employment status (regular fulltime, regular part time, hourly, fixed duration part time,
42 fixed duration full time)

- 43
- 44 **B. All appointment list**
- 45 Appointment budget number(s)
- 46 Beginning date
- 47 End date
- 48 Department and /or hiring unit
- 49 College/Org name

1 Job Classification
2 Job Classification Code
3 Full time salary or hourly rate
4 Appointment/FTE Percentage
5 Appointment status
6 Appointment term
7 Distribution line information.
8 Position number
9 Earnings in last pay cycle
10 Hours worked in last pay cycle
11 FTE in last pay cycle
12

13 **C. Change Report**

14 Name,
15 Job classification,
16 Job classification code,
17 Department,
18 Employee id,
19 Original hire date,
20 Status change date,
21 Termination/separation date if any,
22 Reason for status change, nature of status change,
23 Reason for termination/separation
24 LOA effective date,
25 Nature of LOA
26 New hire date
27 New Hire
28

29 **D. Vacancy Report**

30 Position Number,
31 Job Classification
32 Date of vacancy
33 Elimination date of vacancy
34 Reason for elimination (filled, deleted, transferred to a different classification/status)
35

36 7.5 Contract Distribution. The Employer will provide all current and new employees with a link
37 to the new Agreement. Each department or unit will maintain a paper copy of the contract
38 accessible to all employees.
39

40 7.6 Union Membership. Employees covered by this Agreement may become members of the
41 Union. You can learn more about union membership at www.seiu1199nw.org or from a
42 Union organizer or delegate.
43

44 7.7 Voluntary Political Action Fund Deduction. During the term of this Agreement, the
45 Employer shall deduct the sum specified from the pay of each member of the Union who
46 voluntarily executes a political action contribution wage assignment authorization. When
47 filed with the Employer, the authorization form will be honored in accordance with its terms.
48 The amount deducted and roster of all employees using payroll deduction for voluntary
49 political action contributions will be promptly transmitted to the Union by a separate check

1 payable to its order. Upon issuance and transmission of a check to the Union, the
2 Employer's responsibility shall cease with respect to such deductions. The Union and each
3 employee authorizing the assignment of wages for the payment of voluntary political action
4 contributions hereby undertakes to indemnify and hold the Employer harmless from all
5 claims, demands, suits or other forms of liability that may arise against the Employer for
6 or on account of any deduction made from the wages of such employee.

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8 The parties recognize that the Union is obligated under the Federal Election Campaign
9 Act (FECA) to reimburse UW for its reasonable cost of administering the COPE check off
10 in the parties' Collective Bargaining Agreement. The Employer and the Union agree that
11 one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to
12 cover the Employer's costs of administering this check off. Accordingly, the parties agree
13 that the Employer will retain one-quarter of one percent (.25%) of all amounts deducted
14 pursuant to the COPE check off provision in the parties' Collective Bargaining Agreement
15 to reimburse the Employer for its reasonable costs of administering the check off.

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ARTICLE 8 – EMPLOYEE FACILITIES

Employee Facilities. Restrooms and attendant facilities shall be provided as required in the orders and regulations of the State of Washington Department of Labor and Industries. A good faith effort will be made by the Employer to provide facilities for employees' personal belongings.

ARTICLE 9 – HOURS OF WORK AND OVERTIME

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3 9.1 Work Shift. The normal work shift shall consist of eight (8) hours work to be completed
4 within eight and one-half (8 ½) consecutive hours, ten (10) hours to be completed within
5 ten and one-half (10 ½) consecutive hours, or twelve (12) hours to be completed within
6 twelve and one-half (12 ½) consecutive hours. All work shifts shall include at least one (1)
7 thirty (30) minute meal period to be taken on the employee's own time if relieved of their
8 duties during this period. Employees required to remain on duty during their meal period
9 shall be compensated for such time at the appropriate rate of pay.

10
11 Employees in the bargaining units shall be granted a fifteen (15) minute rest period within
12 each four (4) hour period in accordance with state law. An employee who does not receive
13 a rest period will be compensated at the appropriate rate of pay for each missed rest
14 period.

15
16 Employees are expected to make a good faith effort to communicate with the appropriate
17 shift charge or lead to problem solve so that they can help facilitate a rest and meal break.
18 A missed rest break or meal period not documented in Kronos or in the exception log will
19 be considered as taken for the purposes of this section. Other work schedules may be
20 instituted in the future which would be mutually acceptable to supervision and the
21 employees concerned.

22
23 9.2 Work Week/Period. A standard work week shall consist of forty (40) hours of work within
24 seven (7) days, or eighty (80) hours within a fourteen (14) day period according to mutual
25 agreement between the Employer and individual employee.

26
27 9.3 Overtime. Both the Employer and Union concur that overtime shall be minimized. In case
28 overtime is required by supervision, volunteers will be sought first when practicable. Time
29 worked beyond the regularly scheduled shift in one (1) day, the standard week in one
30 seven (7) day period, or eighty (80) hours within a fourteen (14) day period as defined
31 above shall be considered overtime. Sick leave paid for will not count toward the
32 calculation of overtime. For Respiratory Care Specialists, only time worked over forty (40)
33 hours in the defined workweek of Monday through Sunday will be paid at the overtime
34 rate.

35
36 All time which is compensated at a rate of time and a half (1 ½) the rate of pay will be
37 considered overtime whether or not such compensation is characterized as overtime or
38 premium pay. There shall be no pyramiding or duplication of overtime pay or premium pay
39 paid at the rate of time and one-half (1 ½).

40
41 Overtime work must be approved in advance by the Employer and shall be paid at the rate
42 of one and one-half times the employee's straight time hourly rate, or double time for
43 registered nurses as appropriate.

44
45 The straight-time hourly rate of pay shall include shift differential.

46
47 A. Compensatory Time

48 As an option to wage payment above, an employee may request to accrue
49 compensatory time on the basis of one and one-half the amount of overtime worked,
50 or double time ~~for registered nurses~~ as appropriate. ~~The Employer will allow the~~

1 ~~accrual of up to forty (40) hours of compensatory time calculated on a rolling basis.~~
2 ~~The Employer will consider special circumstances when deciding whether or not to~~
3 ~~grant the accrual of compensatory time in excess of forty (40) hours (e.g. advanced~~
4 ~~knowledge that an employee will be taking a long-term leave in the near future and the~~
5 ~~accrued time would be used to cover for all or part of that leave). This is not intended~~
6 ~~to upset any formal department policies regarding the accrual and use of~~
7 ~~compensatory time that exceed this unless there is agreement to do so.~~ Accrued
8 compensatory time will be scheduled off in a manner similar to the scheduling of
9 vacation days requested off.

10
11 **B. Compensatory Time Cash Out:**

12 If compensation is paid to an employee for accrued compensatory time, such
13 compensation shall be paid at the regular rate earned by the employee at the time
14 the employee receives such payment.

15
16 All compensatory time must be used by June 30th of each year, however if the-
17 balance exceeds 240 hours prior to June 30th, the excess amount will be cashed out
18 to bring the balance back to 240 hours. The employee's compensatory time balance
19 will be cashed out to zero every June 30th or when the employee leaves University
20 employment for any reason. The employee's compensatory time balance may be
21 cashed out when the employee:

- 22
23 1. Transfers to a position in their department with different budget or funding
24 sources or,
25 2. Transfers to a position in another department.

26
27 The grace period shall be seven (7) minutes before/after the scheduled shift.

28
29 **PA-ARNPs and Social Workers.**

30 PA-ARNPs and social workers may select one of two methods for the purpose of
31 calculating overtime payment.

32
33 **Option 1: Fixed scheduled shift and hours.**

34 Employee will accrue overtime for hours worked in excess of scheduled shift. The
35 employee is eligible for daily OT or comp time at one and one-half (1 ½) accrual rate.
36 Employee cannot adjust scheduled hours without approval of HMC supervisor.

37
38 **Option 2: Adjustable shift.**

39 Employee will accrue overtime for hours worked in excess of eighty (80) hours in the eighty
40 (80) hour work period. The employee is not eligible for daily OT or comp time at one and
41 one-half (1 ½) accrual rate unless hours worked exceed eighty (80) hours in an eighty (80)
42 hour work period. Employee may adjust scheduled hours within the eighty (80) hour work
43 period in accordance with patient and departmental needs.

44
45 The employee may change from one option to the other with written notice to the
46 manager/supervisor and the payroll coordinator at least four (4) weeks before the
47 beginning of the next payroll pay period.

48
49 9.4 **Work Schedules.** The Employer shall plan and post a four (4) week schedule at least two
50 (2) weeks prior to the beginning of that four (4) week schedule. Schedule requests shall

1 be submitted to the Nurse/Department Manager no later than three (3) weeks before the
2 schedule is posted. Prior to the schedule being posted, factors such as staff requests,
3 unexpected leaves of absence or terminations may affect the approval of schedule
4 requests. After the schedule is posted, an individual employee's schedule may be
5 changed only by mutual agreement between the supervisor and employee concerned.
6 This section does not apply to standby, Article 45.6.

7
8 The Employer will maintain the existing schedule posting process. Any changes to the
9 schedule posting process will be made in accordance with Article 40 Mandatory Subject.

10
11 9.5 Weekends - Registered Nurses/Social Workers/PA-ARNPs/Leads: The Employer will
12 make a good faith effort to schedule all employees to every other weekend off, or to two
13 weekends off out of four successive weekends. Any employee who works more than four
14 (4) weekend shifts within a four (4) week schedule block shall be paid at the rate of time
15 and one-half (1 ½) the regular rate of pay for all actual weekend hours worked after four
16 (4) shifts within the scheduled block. The weekend shall be defined for first (day) and
17 second (evening) shift personnel as Saturday and Sunday. For third (night) shift
18 personnel, the weekend shall be defined as Friday night and Saturday night. This section
19 shall not apply to employees who request more frequent weekend duty or who request
20 weekend work on a continuous basis, or who trade single or double days on the weekend.
21 This shall not apply to work time spent for educational purposes. For purposes of this
22 section, time spent on paid time off (sick time off, vacation time off, compensatory time
23 off), does not count as a weekend shift worked. Stand by shifts and hours worked when
24 on standby do not count as a weekend shift worked.

25
26 9.6 Shift Rotation. Required scheduled shift changes shall be limited to three (3) per four (4)
27 week schedule period with at least twenty-four (24) hours off between changes. The
28 Employer will make a good faith effort to limit required shift changes to two (2) per four (4)
29 week schedule period. A scheduled shift change shall be defined as a change of working
30 hours in which a majority of working time occurs in a different shift. For purposes of this
31 section, shifts are defined as days, evenings or nights. Management will make a good faith
32 effort not to create new rotating shift positions.

33
34 Article 9.6 does not apply to Imaging Technologist Supervisors or employee initiated or
35 requested rotating shift schedules.

36
37 9.7 Double Shifts. In the event double shifting is necessary, it will occur through mutual
38 agreement between the employee and supervision.

39
40 9.8 Work in Advance of Shift. When an employee at the request of the Employer, reports for
41 work in advance of the assigned shift and continues working through the entire scheduled
42 shift, all hours worked prior to the scheduled shift shall be paid at one and one-half (1-1/2)
43 times the employee's regular rate.

44
45 9.9 Rest Between Shifts – Registered Nurses. A good faith effort shall be made to provide an
46 unbroken period of at least twelve (12) hours off work between scheduled shifts, unless
47 an individual nurse's request for variation to this is approved by supervision. Nurse(s)
48 regularly scheduled to work eight (8) or nine (9) hour shifts will qualify for Rest Period
49 Premium Pay if they do not receive an unbroken rest period of twelve (12) hours between
50 scheduled shifts. Nurses regularly scheduled to work ten (10) or twelve (12) hour shifts

1 will qualify for Rest Period Premium Pay if they do not receive an unbroken rest period of
2 ten and one-half (10-1/2) hours between scheduled shifts.
3

4 Social Workers/ PA-ARNPs/ Electroneurodiagnostic Technologists/ Respiratory Care
5 and- All Other Employees Excluding Employees listed in 9.10: A good faith effort shall be
6 made to provide an unbroken period of at least twelve (12) hours off work between
7 scheduled shifts, unless an individual employee request for variation to this is approved
8 by supervision. Employees regularly scheduled to work eight (8) or nine (9) hour shifts
9 will qualify for Rest Period Premium Pay if they do not receive an unbroken rest period of
10 twelve (12) hours between scheduled shifts. Employees regularly scheduled to work ten
11 (10) or twelve (12) hour shifts will qualify for Rest Period Premium Pay if they do not
12 receive an unbroken rest period of ten and one-half (10-1/2) hours between scheduled
13 shifts. In the event an employee is scheduled without the appropriate rest between shifts
14 as specified above, all time worked within the specified rest period (twelve [12] hours or
15 ten and one-half [10-1/2 hours]) shall be paid at time and one-half (1-1/2).
16

17 9.10 Article 9 Hours of Work and Overtime does not apply to the job classifications Speech
18 Language Pathologist 1, 2, and 3. Speech Language Pathologist 1, 2, and 3 are
19 overtime exempt. The Employer will follow their standard practice for complying with the
20 FLSA and WMWA L&I salary threshold. If an employee is approved to work an extra
21 shift, the extra shift shall be paid at straight time.
22
23

24 Tentatively Agreed To:

25 For the Union:

26 For the Employer:

27
28
29
30 DocuSigned by:
31 Justin Navinger
32 08A6CB801091432...
33 Date: 10/4/2022

30 DocuSigned by:
31 Laura Hartless
32 1CB62316D8AE4A0...
33 Date: 10/4/2022

34
35

ARTICLE 10 – BARGAINING UNIT CLASSES/DEFINITIONS

1
2
3 10.1 New Graduate/Returning Nurse: A registered nurse whose clinical experience after
4 graduation is less than twelve (12) months, or a registered nurse who is returning to
5 practice with no current clinical training or experience. Such nurses shall be assigned as
6 a team member under the close and direct supervision of a qualified nurse and shall be
7 responsible for the direct care of a limited number of patients. This assignment shall not
8 exceed six (6) continuous months unless extended for an additional three (3) months when
9 mutually agreed to by the Employer and individual nurse involved. Nurses working under
10 close and direct supervision shall not be assigned charge duty or as a team leader without
11 a staff nurse being present in the unit except in cases of emergency.

12
13 10.2 Licensed/Certified Employees. Employees who must be licensed by the State of
14 Washington or possess a specific certification must update and maintain current their
15 license or certification to practice in their classification. For Airlift Northwest bargaining unit
16 members the Employer will pay for the state nursing license that the ALNW Registered
17 Nurse needs for the state that the nurse does not live in.

18
19 Employees will notify their Appointing Authority or designee if their work- related license
20 and/or certification has expired, or has been restricted, revoked or suspended within
21 thirty-six (36) hours of expiration, restriction, revocation or suspension, or prior to their
22 next scheduled shift, whichever occurs first. This includes but is not limited to a position
23 which requires a valid driver's license.

24
25 10.3 Probationary Period/Trial Service Period.

26
27 Probationary Period. A probationary employee is an employee in a permanent position
28 who has been hired by the Employer on a full-time or part-time basis and who has been
29 continuously employed by the Employer for less than six (6) months. Any paid or unpaid
30 leave taken during the probationary period will extend the period for an amount of time
31 equal to the leave. Probationary period employees have no layoff or rehire rights. During
32 the probationary period an employee may be terminated without notice and without
33 recourse to the grievance procedure.

34
35 By mutual agreement the Employer and an employee may extend the probationary period
36 up to an additional three (3) months. In no event will the probationary period exceed nine
37 (9) months.

38
39 Trial Service Period.

40 A. An employee with permanent status who accepts a position in a job classification for
41 which they have not previously attained permanent status will serve a six (6) month
42 trial service period.

- 43
44 1. Any employee serving a trial service period may have their trial service period
45 extended, on a day-for-a-day basis, for any day(s) that the employee is on leave
46 without pay or shared leave, except for leave taken for military service.
47 2. An employee serving a trial service period may voluntarily revert to their former
48 permanent position within six (6) weeks of the appointment, provided that the

- 1 position has not been filled or an offer has not been made to an applicant. After six
- 2 (6) weeks employees may revert to their former position with Employer approval.
- 3 3. In the event the former position has been filled with a permanent employee, the
- 4 employee will be placed on the rehire list.
- 5 4. The reversion of employees who are unsuccessful during their trial service period
- 6 is not subject to the grievance procedure in Article 6.
- 7
- 8 B. An employee who voluntarily moves from one position in the bargaining unit to another
- 9 within the same job classification (excluding shift changes on a given work unit) shall
- 10 have a trial service period of six (6) weeks. During the trial service period either the
- 11 employee or the employer may elect for the employee to return to their position without
- 12 notice and without recourse to the grievance procedure. In the event the former
- 13 position has been filled with a permanent employee, the employee will be placed on
- 14 the rehire list.
- 15

ARTICLE 11 – EDUCATIONAL AND PROFESSIONAL DEVELOPMENT

1
2
3 11.1 Definition. The educational and professional leave program shall consist of two (2)
4 components, mandatory inservice training and elective educational and professional
5 leave. The Employer shall continue to provide inservice, including skills classes, and
6 elective educational and professional leave opportunities to employees. The program is
7 designed to increase staff proficiency and to prepare staff for greater responsibility. This
8 recognizes the joint commitment of HMC and employees to the delivery of quality patient
9 care as well as employee interest in enhancing individual professional skills.

10
11 11.2 Mandatory Inservice Education. Inservice education programs shall be instituted and
12 maintained within the hospital. The programs shall be made available to all employees
13 regardless of shift, and the Medical Center will make a good faith effort to provide as many
14 programs as practical on more than one shift. These programs are to contribute toward
15 staff development and toward the preparation of staff for greater proficiency and/or
16 responsibility. To accomplish this, educational resources from both inside and outside the
17 hospital can be utilized.

18
19 Employees in the bargaining units shall be expected to participate in inservice education
20 programs offered during working hours; coverage will be provided when necessary as
21 determined by the Nurse/Department Manager or designee. If an employee is requested
22 to attend an inservice program on off-duty time, they shall be given time off on the basis
23 of one and one-half (1-1/2) times at a later time within the same pay period which is
24 mutually acceptable to the employee and supervisor or paid in accordance with Article 9,
25 Section 3. For inservices that can be pre-scheduled and for which the Employer has
26 determined that attendance will be mandatory, the Employer will make a good faith effort
27 to give at least fourteen (14) days advanced notice when employees will be required to
28 attend on off-duty time. These programs shall be planned as feasible to meet CEARP
29 requirements for approval. Employees shall be expected to incorporate new learning into
30 job performance.

31
32 Inservice education shall include orientation by Medical Centers Personnel on the salary
33 schedule, increment increases and overall compensation plan of the University including
34 explanation of deduction to paychecks.

35
36 11.3 Elective Educational and Professional Leave.

37
38 Request for educational and professional leave shall be submitted in writing on the
39 appropriate form to the immediate supervisor with at least fourteen (14) days' notice and
40 shall be responded to in writing, including the reason for any denial, within fourteen (14)
41 days of the receipt of the request.

42
43 Such leave shall be subject to budgetary considerations, the scheduling requirements of
44 the Employer, and approval by the Associate Administrator for Patient Care Services,
45 Clinic Administration, Department head or designee, of the subject matter to be studied.
46 Such leave may be used on an hourly basis if staffing permits.

47
48 For purposes of this Article, educational and professional leave shall be defined as:
49

- 1 A. short-term conferences for educational and professional growth and development in
- 2 the employee's specialty;
- 3 B. enhancement and expansion of clinical skills for positions at HMC;
- 4 C. meetings and committee activities of the employees' respective professional
- 5 associations which are designed to develop and promote programs to improve the
- 6 quality and availability of service and health care;
- 7 D. those inservice educational programs attended on a voluntary basis; and
- 8 E. any educational programs necessary to maintain licensure.
- 9

10 Registered Nurses – Permanent full-time nurses shall be granted up to forty (40) hours

11 per fiscal year at the nurse's base salary for the purpose of attending educational and

12 professional programs as defined above. The Employer will grant a minimum of twenty-

13 four (24) hours of educational/ professional leave within a twelve (12)-month period in a

14 fiscal year to nurses requesting such leave.

15

16 Social Worker I, II, Social Worker Assistant 2, Dietitians, and Speech Language

17 Pathologists –For Social Worker 1's and 2's Social Worker Assistant 2's, Dietitians, and

18 Speech Language Pathologists who have completed their probationary period, up to forty

19 (40) hours per fiscal year shall be granted to each individual bargaining unit employee and

20 prorated for each individual part time bargaining unit employee for educational and/or

21 professional leave.

22

23 PA-ARNPs/Leads – PA-ARNPs/Leads who have completed their probationary period,

24 shall be granted up to sixty-four (64) hours per fiscal year for each individual bargaining

25 unit employee and prorated for each individual part-time bargaining unit employee for

26 educational and/or professional leave.

27

28 Respiratory Care; Anesthesiology; Electroneurodiagnostic – Respiratory Care

29 Practitioners/Leads/Specialists and Anesthesiology Tech 2's/Leads and

30 Electroneurodiagnostic Techs/Leads who have completed their probationary period shall

31 be granted up to forty (40) hours per fiscal year, prorated for part-time, for each individual

32 bargaining unit employee for educational and/or professional leave. The Employer will

33 grant a minimum of twenty-four (24) hours of educational/professional leave per fiscal year

34 to employees requesting such leave.

35

36 Cardiac Sonographers and Vascular Sonographers – Education benefits will be limited to

37 those staff who keep their national state license in good standing. The employer will not

38 reimburse for state license registration. Cardiac Sonographers and Vascular

39 Sonographers who have completed their probationary period shall be granted up to forty

40 (40) hours per fiscal year, pro-rated for FTE, for each individual bargaining unit employee

41 for educational and/or professional leave. The employer will grant a minimum of twenty-

42 four (24) hours of educational/professional leave within a twelve (12) month period in a

43 fiscal year to employees requesting such leave.

44

45 11.4 Education Support Funds. In support of HMC's commitment to continuing professional

46 education and development, the Employer will establish continuing education funds to

47 assist permanent employees with continuing education expenses including but not limited

48 to certification and re-certification fees, books, magazines, seminars, tuition for college

49 courses, audio or video cassette courses, conference registration, and travel related

1 expenses for conferences. For purposes of this section, .9FTE will be considered a full-
2 time employee for all bargaining units. Upon request and excluding some travel and
3 accommodations expenses, departments will pay for continuing education expenses in
4 lieu of requiring the employee to seek reimbursement. Requests for departments to pay
5 for continuing education expenses in lieu of reimbursement must be made at least six (6)
6 weeks in advance. The Employer will make a good faith effort to process employee
7 reimbursements by the next available pay period.

8
9 Upon request by the Union, reimbursements that are not made in within three (3) weeks
10 of submission will be reviewed at a JLM semi-annually.

11
12 Servicing or processing fees for trainings offered by the Employer will not be counted
13 towards an employee's total education support funds.

14
15 Registered Nurses. The Employer will provide five hundred dollars (\$500.00) per
16 bargaining unit nurse FTE at the beginning of each fiscal year (pro-rated for part-time
17 nurses) to pay for continuing education expenses.

18
19 Professional/Technical Bargaining Unit Members.

20 A pool of twenty-six thousand dollars (\$26,000) per fiscal year shall be set aside to fund
21 continuing education in the Professional/Technical bargaining unit (does not include
22 Cardiac Sonographers and Vascular Sonographers).

23
24 Cardiac Sonographers and Vascular Sonographers. The Employer will provide five
25 hundred dollars (\$500.00) per fiscal year, based on departmental reimbursement policy,
26 pro-rated for FTE.

27
28 Respiratory Care/Anesthesiology/Electroneurodiagnostic Bargaining Unit Members. For
29 Anesthesia and Electroneurodiagnostic employees, five hundred dollars (\$500.00) per
30 FTE (pro-rated for part-time) per fiscal year shall be made available to fund continuing
31 education. Respiratory Care employees will be granted up to eight hundred dollars
32 (\$800.00) per FTE, pro-rated.

33
34 Social Worker Bargaining Unit Members. The Employer will provide eight hundred and
35 fifty dollars (\$850.00) for each individual full-time bargaining unit employee per fiscal year
36 (pro-rated for each part-time bargaining unit employee).

37
38 Dietitians. The Employer will provide five hundred dollars (\$500.00) per fiscal year, based
39 on departmental reimbursement policy, pro-rated for FTE.

40
41 Speech Language Pathologists. The Employer will provide seven hundred fifty dollars
42 (\$750.00) per fiscal year, based on departmental reimbursement policy, pro-rated for FTE.

43
44 PA-ARNPs/Leads. The Employer will provide one thousand eight hundred dollars
45 (\$1,800.00) per fiscal year for each individual full time bargaining unit employee (pro-rated
46 for each individual part time bargaining unit employee). Beginning July 1, 2020, funds will
47 be increased to two thousand two hundred dollars (\$2,200.00) per fiscal year for each
48 individual full time bargaining unit employee (pro-rated for each individual part time
49 bargaining unit employee).

1
2
3
4
5

Pharmacy Technicians/Leads. The Employer will provide up to fifty dollars (\$50.00) for each individual full time employee (pro-rated for each part-time employee) per fiscal year to be used for continuing education required to maintain license.

1
2
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4
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8

ARTICLE 12 – SCHOLARSHIP FUND – REGISTERED NURSES

The parties agree to collaborate on the development of resources supportive of a Scholarship Fund from which funds would be made available to support nurses in pursuing education degrees in nursing services. A scholarship committee comprised of equal numbers of nurses and HMC representatives shall be established to research the availability of funds and to recommend the policies and guidelines regarding fund disbursement to the Administration.

ARTICLE 13 – TUITION EXEMPTION PROGRAM

Eligible employees may participate in the University's tuition exemption program as authorized by RCW 28B-15.535, and in accordance with the following participation guidelines approved by the Board of Regents:

In accordance with APS 22.1.

- A. The employee must be a regular monthly .5 FTE or more employee.
- B. The employee must be admitted as a student to the University.
- C. The employee must pay a fee for each quarter enrolled when taking courses.
- D. No more than six (6) credits will be eligible for tuition exemption during the quarter in which the waiver is granted.
- E. Participants are not eligible for student benefits.
- F. Each employee must secure approval of the supervisor for release time to attend the course sessions, or make appropriate arrangements with the supervisor to reschedule the employee's work hours to accommodate the course schedule

ARTICLE 14 – EMPLOYMENT PRACTICES

1
2
3 14.1 Re-employment. For purposes of accrual of benefits, employees covered by this
4 agreement who are re-employed will be treated as newly hired except that an employee
5 who has been laid off because of lack of funds or curtailment of work and who is re-
6 employed within twenty-four (24) months (plus a twelve [12] month extension if requested)
7 shall be entitled to previously accrued benefits and placement on the salary schedule
8 which the employee had at the time of layoff.
9

10
11 14.2 Personnel File. An employee shall have access to their own personnel file for review in
12 the office upon written request to the Associate Administrator for Patient Care Services or
13 Clinic Administrator or designee or appropriate Department Director or designee. The
14 Employer may remove any documents in a probationary employee's file which were
15 obtained through assurances of confidentiality to a third party at the time of original
16 appointment.

17 Upon request of an employee who has achieved permanent status, the Employer or
18 designee will remove pre-employment reference statements from the employee's
19 personnel file(s).
20

21 The employee shall be sent a copy of any adverse material placed in the official or
22 departmental file. Notes or files kept by managers regarding staff shall not be shared with
23 others unless shared with the employee first and shall not be kept more than three years.
24 The employee shall have the right to have placed in any of the above files a statement of
25 rebuttal or correction of information contained in the file within a reasonable period of time
26 after the employee becomes aware that the information is in the file. Performance
27 evaluations will be removed from the departmental file three years after the date of
28 completion.
29

30 A. Removal of Documents. After two (2) years from the date of issue, employees may
31 request the removal of Formal Counseling documents in their personnel file. After
32 three (3) years from the date of issue, employees may request the removal of Final
33 Counseling documents in their personnel file. If a request for removal of documents
34 is denied, employees will be given a written reason for the denial. The Employer may
35 retain this information in a legal defense file in accordance with the prevailing
36 Washington State law.
37

38 14.3 Liability Insurance. The Employer shall provide appropriate liability insurance for all
39 employees in the bargaining unit and shall provide upon request a summary of the policy
40 or statement of coverage.
41

42 14.4 Performance Evaluations. It is the intention of hospital management during the
43 probationary period and thereafter to give bargaining unit employees a performance
44 evaluation in accordance with the hospital's evaluation procedure. Further, it is the
45 intention of hospital management to advise each employee of the status of their work
46 performance in accordance with appropriate standards of practice as needed or through
47 the performance evaluation mechanism.
48

49 A copy of the evaluation shall be given to the employee.

1
2 14.5 Uniforms/Clothing Damage. The Employer will reimburse employees for personal
3 uniforms or work clothing irreparably damaged or torn by patients. Such reimbursement
4 shall be based on estimated current value of clothing damaged.
5

6 Prior to any decisions by a department head to change the policy on uniforms, employees
7 in the department shall have an opportunity to consult with the department head regarding
8 the policy. The department head will give serious consideration to the wishes of the
9 employees in making a decision.
10

11 Airlift Northwest Equipment – See Article 47.8 “Equipment” for equipment that will be
12 issued to Airlift Northwest Registered Nurses.
13

14 14.6 Employee Assistance. The Employer and the Union recognize that alcoholism and
15 chemical dependency are chronic and treatable conditions. Efforts should be made to
16 identify these conditions and treatment options established at an early stage to prevent or
17 minimize erosion in work performance. The Employer and the Union will encourage and
18 support employees’ participation in appropriate programs including the UW Care Link
19 services, through which employees may seek confidential assistance in the resolution of
20 chemical dependency or other problems which may impact job performance, and the WA
21 State Paid Family & Medical Leave Program.
22

23 No employee's job security will be placed in jeopardy as a result of seeking and following
24 through with corrective treatment, counseling or advice providing that the employee's job
25 performance meets supervisory expectations.
26

27 14.7 Floating. Employees required to float within the hospital inpatient or outpatient settings will
28 receive adequate orientation. Appropriate resources will be available as follows:
29

- 30 A. introduction to the charge nurse and/or employee resource for the shift;
- 31 B. review of emergency procedures for that unit;
- 32 C. tour of the physical environment and location of supplies and equipment;
- 33 D. review of the patient assignment and unit routine.
34

35 Employees shall not be required to perform new procedures without appropriate
36 supervision. Employees shall seek supervisory guidance for those tasks or procedures for
37 which they have not been trained. Employees who encounter difficulties related to floating
38 should report these to the appropriate supervisor/manager.
39

40 There will be no adverse consequences for an employee filing a concern.
41

42 See also Article 45.13 regarding charge nurse duties when floating. New
43 Graduate/Returning employees will normally not be floated unless their unit is closed. In
44 this case they will be assigned a specific preceptor or resource employee to provide close
45 and direct supervision. A record of the order of floating will be maintained on the unit for a
46 reasonable period of time.
47

48 Employees accepting or requesting employment of either separate part-time positions or
49 assignment in specific multiple departments will be notified in writing in their appointment

1 letters that they are not eligible for float pay for this assignment. It is not the employer's
2 intent to create split positions for the purpose of minimizing part-time employment or float
3 pay.
4

5 14.8 Float Pools - Nurses. The Union and the Employer recognize the value of trained float
6 pools to assist in providing the additional RN staff required to meet the acuity of the
7 patients on the unit, the census/volume and to cover vacations, continuing education
8 contract committees and unscheduled absences.
9

10 14.9 Travel Pay. Any employee required by the Employer to travel to a place of work other than
11 their regular official duty station shall be reimbursed for travel costs, if eligible, in
12 accordance with University policy.
13

14 Airlift Northwest Registered Nurses – See Article 47.9 “Mileage” for mileage
15 reimbursement.
16

17 14.10 Employment Information. The Employer will inform in writing the initial conditions of hiring,
18 including number of hours to be worked, rate of pay, unit and shift in accordance with
19 University of Washington policy.
20

21 Records shall be readily available for employees to determine their number of hours
22 worked, rate of pay, and time off balance.
23

24 14.11 Staff Meetings. Staff meetings normally will take place on a regular basis. Minutes will be
25 shared with staff. All employees required to attend these meetings will do so on paid time.
26 Employees will be provided at least two weeks' notice of meetings that are pre-planned.
27

28 For Airlift Northwest Registered Nurses attendance at mandatory staff meetings will be
29 paid at straight time. Such attendance will not count toward the calculation of overtime.
30

31 14.12 Delegation of Nursing Care. The Union and the Employer acknowledge that the
32 professional nurse is responsible for determining the competency and skill of all persons
33 to whom they delegate a task. The nurse may determine not to delegate such tasks in
34 accordance with the Nurse Practice Act.
35

36 14.13 Staffing Practices. The Employer and the Union recognize that implementing a joint
37 labor/management partnership for determining staffing produces a more satisfying work
38 environment that ensures that patients receive quality care and that there is recruitment
39 and retention of registered nurses. The use of evidence-based nurse staffing can help
40 achieve that outcome.
41

42 RN and other patient care staffing levels for each department/ unit/clinic/work area,
43 including overflow areas, shall be based on the acuity of the patients on the unit, the
44 Hospital and the unit's census/volume, the skill of the personnel on the unit, and the
45 magnitude/variety of the activities needed that shift, including but not limited to discharges,
46 admissions, transfers, patient and family education/teaching, patient transports and use
47 of restraints.
48

1 These criteria will be applied on a consistent basis throughout the patient care areas
2 including inpatient, outpatient and overflow areas. Evaluation of staffing needs will be done
3 on a shift-by-shift basis and communicated by the unit charge nurse to the staffing census
4 office.

5
6 The employer will collect data surrounding effectiveness indicators and share the data
7 quarterly at the Joint Labor Management committee. Examples of indicators may include:
8 patient falls, workplace injuries, patient complaints, percentage of shifts below matrix,
9 numbers of new orientees including students, sick time usages, float pool hours utilized,
10 overtime hours utilized, etc. In addition, for PA-ARNPs collection of available data
11 regarding RVU's (which incorporate the provider FTE, patient complexity, number of
12 patient visits, etc.) will be discussed at JLM meetings. For the Airlift Northwest bargaining
13 unit data on referral agency complaints and follow-up, flight volumes, missed flights (and
14 reasons), response time, QA and QI and aircraft out of service will be provided to the
15 extent such data are collected.

16
17 Employees, individually or as a group, believing there is an immediate, continuous or
18 potential workload/staffing problem are encouraged to document the problem and bring
19 that problem to the attention of the supervisor or nurse manager at any time throughout
20 the fiscal year.

21
22 If concerns related to staffing or workload are not resolved through normal administrative
23 channels and there are consistent and persistent concerns raised by staff or unit based
24 indicators or trends reflect opportunities for improvement, a Joint Staffing Work Team will
25 be convened to conduct a focused staffing review. The work team will be convened within
26 thirty (30) days of the issue being presented at the Joint Labor Management Committee.

27
28 Management and the Union will solicit volunteers to participate on the work team.
29 Representatives will include staff from all shifts appropriate to the issue(s) raised and
30 include a charge nurse. There will be Union and Employer co-chairs for each unit
31 committee. All issues/reviews will be shared at the Joint Labor Management committee
32 and are not grievable.

33
34 14.14 Compliance With RCW 70.41.410-420 - Washington State Nurse Staffing Committee Law.

35 The Union and Employer agree to comply with all relevant provisions of RCW 70.41.410-
36 420 – Washington State Nurse Staffing Committee Law and have negotiated a process to
37 achieve and maintain that compliance. A Nurse Staffing Committee will be composed of
38 sixteen (16) voting members. Eight (8) will be appointed by the union, and eight (8)
39 appointed by the employer. Additional ad-hoc members will be at the discretion of the co-
40 chairs and will be non-voting.

41
42 A. Committee work will be considered work time. If determined appropriate by the
43 Staffing Committee, paid time in addition to Committee meeting time may be
44 provided for Staffing Committee members to complete their work and/or meet with
45 clinical subgroups (units).

46
47 B. The Committee will be given all data required under RCW 70.41.410-420 as well as
48 any other data that has been contractually agreed to that may not be covered by the
49 law. The Committee may ask for additional data which, if available, will be provided.

1 The Committee may also ask for specific individuals to attend for explanations
2 regarding data. The Committee will consider these data in its development and
3 evaluation of the staffing plan(s).
4

5 C. The Committee will determine its chair and the quorum needed to have meetings.
6

7 D. The daily matrix and actual staffing postings will be collected and delivered to the
8 Committee for review.
9

10 E. The employer will make a good faith effort to make available an electronic short
11 staffing form that can be used by the Committee to evaluate staffing and make
12 recommendations for the annual staffing plans.
13

14 F. Annually the Committee will target the late winter/early spring to complete its work
15 regarding the development of the staffing plans and it will regularly review and
16 evaluate the staffing plans which will be used by the employer in the budget
17 development process.
18

19 G. The Committee will produce the hospital's annual nurse staffing plan. If this staffing
20 plan is not adopted by the hospital, the chief executive officer shall provide a written
21 explanation of the reasons why to the Committee.
22

23 H. The Committee's work will include overseeing the posting of the staffing plans in
24 accordance with the law.
25

26 I. The employer may not retaliate against or engage in any form of intimidation of an
27 employee for performing any duties or responsibilities in connection with the
28 Committee; or an employee, patient, or other individual who notifies the Committee
29 or the hospital administration of concerns on nurse staffing.
30

31 J. The primary responsibility of the Committee shall include:
32

33 1. Development and oversight of an annual patient care unit and shift-based nurse
34 staffing plan, based on the needs of patients, to be used as the primary
35 component of the staffing budget. Factors to be considered in the development of
36 the plan should include, but are not limited to:
37

38 a. Census, including total numbers of patients on the unit on each shift and
39 activity such as patient discharges, admissions, and transfers;

40 b. Level of intensity of all patients and nature of the care to be delivered on each
41 shift;

42 c. Skill mix;

43 d. Level of experience and specialty certification or training of nursing personnel
44 providing care;

45 e. The need for specialized or intensive equipment;

46 f. The architecture and geography of the patient care unit, including but not
47 limited to placement of patient rooms, treatment areas, nursing stations,
48 medication preparation areas, and equipment; and

- 1 g. Staffing guidelines adopted or published by national nursing professional
2 associations, specialty nursing organizations, and other health professional
3 organizations;
4 h. Hospital finances and resources may be taken into account in the
5 development of the nurse staffing plan.
6
7 2. Semiannual review of the staffing plan against patient need and known evidence-
8 based staffing information, including the nursing sensitive quality indicators
9 collected by the hospital;
10
11 3. Review, assessment, and response to staffing concerns presented to the
12 committee.
13
14 14.15 Payroll Errors. Recognizing the importance of employees receiving correct pay, once a
15 payroll underpayment is identified and confirmed, the Employer will correct any errors on
16 the employee's subsequent available pay check, unless an on demand check is
17 requested.
18
19 14.16 Contracting Out. The University will not contract out work which results in the layoff of
20 bargaining unit employees who are employed prior to the time of the execution or renewal
21 of the contract. It is the intent of the Medical Center to minimize the employment of agency
22 and traveler personnel. The Medical Center will continue its efforts to recruit and retain a
23 broad base of regular full-time and part-time employees.
24

ARTICLE 15 – COMMITTEES

1
2
3 15.1 Joint Labor/Management Committees: Purpose and Membership. Joint
4 Labor/Management Committees are established to provide a forum for communications
5 and problem-solving between the two parties and to deal with matters of a general
6 personnel Union/Employer concern, as well as professional practices within the hospital
7 related to patient care and professional issues. The Committees will work toward the
8 improvement of patient care and recommend ways and means to improve patient care;
9 and will address problems and concerns related to staffing and workloads. The
10 Committees' function will be limited to an advisory capacity and shall not include any
11 decision making or collective bargaining authority.

12
13 Committee memberships:

14
15 Registered Nurse Unit Committee – Four (4) bargaining unit representatives plus a Union
16 representative.

17
18 Imaging Committee – (Imaging tech, Diagnostic Medical Sonographer, Nuclear Med Tech,
19 Cardiac Sonographer, Vascular Sonographer, Imaging Technologist Supervisor and
20 Imaging Technologist Education QA) – Six (6) bargaining unit representatives plus a Union
21 representative.

22
23 Social Worker Unit Committee – Up to four (4) bargaining unit representatives from
24 different clinical areas plus a Union representative.

25
26 Speech Language Pathologist Unit Committee – Two (2) bargaining unit representatives
27 plus a Union representative will receive paid release time to attend these meetings.
28 Between the date of ratification and July 1, 2022, this Committee shall schedule on a
29 predetermined basis a meeting every other month and otherwise as needed. After July 1,
30 2022, the Committee shall schedule on a predetermined basis a meeting every quarter
31 and otherwise as needed.

32 Dietitian – Up to two (2) bargaining unit representatives plus a Union representative.

33
34 PA-ARNP Unit Committee – Up to four (4) bargaining unit representatives from different
35 clinical areas plus a Union representative.

36
37 Respiratory Therapist/Anesthesiology/Electroneurodiagnostic Tech Unit Committee –
38 Two (2) RT, two (2) AT, and two (2) END unit representatives plus a Union Representative.
39 It is understood that the RT, AT, and END unit representatives will attend only those
40 meetings where agenda items relevant to their professional practices will be discussed.

41
42 Pharmacy Technicians – Four (4) bargaining unit representatives and a Union
43 representative.

44
45 The Employer will be represented by an equal number of participants.

46
47 Meetings. Committee meetings may be requested by an authorized representative of
48 either party. The Committee may meet more or less frequently as mutually agreed upon
49 between the parties but the Committee shall schedule on a predetermined basis a meeting

1 every quarter and otherwise as needed. Quarterly meetings will be scheduled for ninety
2 (90) minutes in duration. A Committee meeting shall normally be held during the day shift
3 and at a mutually agreeable time and date. Employee members shall experience no loss
4 in salary for meeting participation. Committee members shall be given release time for
5 attendance at committee meetings held during working hours. Union Committee members
6 will caucus for sixty (60) minutes before the Committee meeting and thirty (30) minutes
7 after the committee meeting.

8
9 RN and Social Work JLM Committees will schedule on a predetermined basis a meeting
10 every other month or otherwise as needed.

11
12 Agenda items must be provided at least seven (7) days in advance of the meeting. If
13 agenda items are not provided at least seven (7) days in advance of the meeting either
14 party may cancel the meeting.

15
16 The Union must submit release requests at least seven (7) days in advance of the
17 meeting.

18
19 Training. If a unit leadership training program is initiated and conducted by the Union
20 during the term of the Agreement, each of the Union's designated Labor/Management
21 committee members shall be allowed an initial six (6) working hours without loss of pay to
22 participate in a Union training program. Each current employee Labor/Management
23 Committee member who has taken the initial six (6) hour training course shall be allowed
24 a maximum of four (4) hours in each subsequent year to attend refresher courses
25 sponsored by the Union.

26
27 15.2 Nursing Recruitment and Retention Committee. The Employer and the Union mutually
28 recognize the benefit of working together to enhance efforts to recruit and retain registered
29 nurses. The Union may designate two (2) employee representatives to the Nursing
30 Recruitment and Retention Committee.

31
32 15.3 HMC Health and Safety Committee. Two (2) employee representatives designated by the
33 Union shall serve as members of the HMC Health and Safety Committee.

34
35 15.4 Product Evaluation and Standardization Committee. The Union may designate a
36 representative to serve on the Product Evaluation and Standardization Committee.

37
38 15.5 Parking Committee. The Union may designate a representative to serve on the Parking
39 Committee. The Medical Center is committed to enhancing its parking/transportation
40 program and to emphasizing employee safety as a critical element in the program.

41
42 15.6 Committee Work. All time spent by employees on Employer established committees and
43 committees mentioned in this contract (including side letters) shall be considered time
44 worked and shall be paid at the regular rate of pay. Time worked on Employer established
45 committees and committees mentioned in this contract will not count towards the Rest
46 Between Shift/Shift Break Premium in Article 9.9, and will not count as time worked
47 towards the calculation of overtime.
48

1 15.7 Staffing Concerns-Process for Raising and Resolving Workload and Staffing Issues. The
2 Employer and the Union mutually recognize that fluctuation in admission rates, outpatient
3 census, clinic flow and referrals to employees create imbalances in workload. Workload
4 management and staffing concerns will be placed on the agenda for the Joint
5 Labor/Management Committee.
6

7 Employees individually or as a group, believing there is an immediate, continuous or
8 potential workload/staffing problem are encouraged to bring that problem to the attention
9 of the supervisor or employee's manager or designee at any time throughout the fiscal
10 year. An employee(s) that has raised staffing or workload issues with their supervisor or
11 manager and the issue has not been resolved to the employee(s) satisfaction can bring
12 the issue to the Joint Labor/Management Committee.
13

14 The Committee will mutually agree on information that is useful for these discussions and
15 if available that information will be provided. The Joint Labor/Management Committee may
16 mutually agree to invite appropriate resource people to attend meetings.
17

18 15.8 Multi-disciplinary Meetings. When an issue/subject arises that would be best addressed
19 through a Joint Labor Management meeting involving members from more than one
20 bargaining unit represented by the Union, either party may request such a meeting. The
21 Union may bring one representative from each of the bargaining units impacted and the
22 Employer will bring appropriate management staff to address the issue/subject. The
23 scope of authority of the meeting and release time for employee representatives will be
24 treated in a manner identical to the individual bargaining unit Joint Labor Management
25 meetings.
26

ARTICLE 16 – HOLIDAY

16.1 Holidays. Holidays for employees in the bargaining units shall be as designated by the University of Washington. The recognized holidays are observed as shown on the University's staff holiday schedule:

- | | |
|---|------------------------------|
| New Year's Day | Labor Day |
| Third Monday of January:
(Martin Luther King Jr.'s Birthday) | Veteran's Day |
| Third Monday of February:
(Presidents' Day) | Thanksgiving Day |
| Memorial Day | Native American Heritage Day |
| Juneteenth (June 19) | Christmas Day |
| Independence Day | |

Holidays are prorated for part-time employees. The Employer may designate other days or shifts to be observed in lieu of the above holidays.

To be paid for a holiday not worked, employees must be in pay status for at least four (4) hours on the last scheduled work shift preceding the holiday.

16.2 Holiday Pay Rules. The following applies to the holidays listed in this Article:

Full Time Employee:

- A. When the holiday falls on the full time employee's regularly scheduled work day and is worked, the employee will be paid holiday premium pay (one and one half) for all hours worked. The employee will also receive eight (8) hours of holiday credit.
- B. When the holiday falls on the full time employee's regularly scheduled work day and is not worked, the employee will be paid eight (8) hours at the employee's regular rate of pay. If the employees shift is more than eight (8) hours, the employee will be allowed to use compensatory time, holiday credit, vacation time off, or unpaid time off to complete the regularly scheduled work hours for the day.
- C. When the holiday falls on the employee's regularly scheduled day off, the employee will receive eight (8) hours of holiday credit.

Part Time Employee:

- D. When the holiday falls on the part time employee's regularly scheduled work day and is worked, the employee will be paid holiday premium pay (one and one half) for all hours worked. The employee will also receive the prorated to full time number of hours of holiday credit.
- E. When the holiday falls on the part time employee's regularly scheduled work day and is not worked, the employee will be paid the prorated to full time number of hours at the employee's regular rate of pay.

Night Shift Employees

1 The holiday for night shift employees whose work schedule begins on one calendar
2 day and ends on the next will be the shift in which half or more of the hours fall on the
3 calendar holiday. That shift will be treated as the holiday and paid in accordance with
4 the above holiday pay rules.

5
6 **Holiday Credit**

7 A. Holiday credit will be used and scheduled by the employee in the same manner as
8 vacation leave in Article 17.

9
10 **B. Holiday Credit Cash Out:**

11 All holiday credit must be used by June 30th of each year. The employee's holiday
12 credit balance will be cashed out every June 30th or when the employee leaves
13 University employment for any reason. The employee's holiday credit balance may be
14 cashed out when the employee:

- 15
16 1. Transfers to a position in their department with different funding sources or,
17 2. Transfers to a position in another department.

18
19 **16.3 Personal Holiday.**

20 A. Each employee may select one personal holiday each calendar year in accordance
21 with the following:

- 22
23 1. The employee has been continuously employed by the institution for more than
24 four (4) months;
25 2. The employee has given not less than fourteen (14) calendar days written notice
26 to the supervisor; provided, however, the employee and the supervisor may agree
27 upon an earlier date; and
28 3. The number of employees selecting a particular day off does not prevent providing
29 continued public service.

30
31 B. It is the employee's responsibility to schedule the Personal Holiday before December
32 31st, if not requested it is forfeited.

33
34 C. Entitlement to the holiday will not lapse when it is cancelled by the Employer and
35 cannot be rescheduled before December 31st.

36
37 D. Full-time employees shall receive eight (8) hours of regular holiday pay for the
38 personal holiday. Any differences between the scheduled shift for the day and eight
39 (8) hours may be adjusted by use of vacation leave, holiday credit, use or accumulation
40 of compensatory time as appropriate, or unpaid time off.

41
42 E. Part-time employees shall be entitled to a pro-rated number of paid hours on a
43 Personal Holiday based on their FTE.
44

ARTICLE 17 – VACATION SCHEDULE

17.1 Vacation Leave. Employees will accrue vacation leave during the new hire probationary period. The current accrual schedule for full-time employees (prorated for part-time), to be credited monthly, is as follows:

<u>During</u>	<u>Paid Vacation Days/Hours Per Year</u>	<u>Hours Per Month</u>
1 st year	12/96	8.00
2 nd year	13/104	8.67
3 rd year	14/112	9.33
4 th year	15/120	10.00
5 th year	16/128	10.67
6 th year	17/136	11.33
7 th year	18/144	12.00
8 th year	19/152	12.67
9 th year	20/160	13.33
10 th year	21/168	14.00
11 th year	22/176	14.67
12 th - 19 th years	23/184	15.33
20 th - 24 th year	24/192	16.00
25 th year or more	25/200	16.67

17.2 Vacation Time Off - Use.

- A. An employee bringing an accrued balance from another state agency may use the previously accrued vacation time off during the institutional probationary or trial service period.
- B. All requests for vacation time off must be approved by the employing official or designee in advance of the effective date unless used for emergency child care as provided in Article 25.
- C. Vacation time off shall be scheduled by the employing department at a time most convenient to the work of the department, the determination of which shall rest with the employing official. As far as possible, absences will be scheduled in accordance with the wishes of the employee in any amount up to the balance of the employee's accrued time off.
- D. Paid vacation time off may not be used in advance of its accrual.
- Scheduling of vacations shall be the responsibility of supervision. However, supervision shall receive input from the local units before making major changes to established department policies on vacation leave.
- E. All requests for vacation leave will receive a response from the employing department within four (4) weeks or less of the request.

17.3 Vacation Time Off - Accumulation-Excess.

1 Vacation time off may be accumulated to a maximum of thirty (30) working days (two
2 hundred and forty [240] hours). However, there are two (2) methods which allow vacation
3 leave to be accumulated above the maximum:
4

5 A. If an employee's request for vacation leave is denied by the employing official, then
6 the maximum of thirty (30) working days accrual shall be extended for each month that
7 the leave is deferred provided a statement of necessity justifying the denial is approved
8 by the Personnel Officer.
9

10 B. As an alternative to subsection (A) of this section, employees may also accumulate
11 vacation leave in excess of thirty days as follows:
12

- 13 1. An employee may accumulate the vacation time off days between the time thirty
14 (30) days is accrued and their Time Off Service Date (anniversary date of state
15 employment).
- 16 2. Such accumulated time off shall be used by the anniversary date and at a time
17 convenient to the employing institution/agency. If such leave is not used prior to
18 the employee's anniversary date, such leave shall be automatically extinguished
19 and considered to have never existed.
- 20 3. Such leave credit accumulated shall never, regardless of circumstances, be
21 deferred by the employing institution/agency by filing a statement of necessity
22 described in subsection (A) of this section.
23

24 17.4 Vacation Time Off - Cash Payment.

25 Bargaining unit members who have completed six (6) continuous months of employment
26 and who separate from service by resignation, layoff, dismissal, retirement or death are
27 entitled to a lump sum cash payment for all unused vacation time off. Vacation time off
28 payable under this section shall be computed and paid as prescribed by the Office of
29 Financial Management. No contributions are to be made to the Department of Retirement
30 Systems for lump sum payment of excess vacation leave accumulated nor shall such
31 payment be reported to the Department of Retirement Systems as compensation.
32

33 17.5 Vacation Leave Maximum. Employees may accumulate maximum vacation balances not
34 to exceed the statutory limits in accordance with RCW 43.01.040 (currently two hundred
35 forty [240] hours). However, there are two (2) exceptions that allow vacation leave to
36 accumulate above the maximum:
37

38 A. If an employee's request for vacation leave is denied and the employee has not
39 exceeded the vacation leave maximum (currently two hundred forty [240] hours), the
40 appointing authority or designee shall grant an extension for each month that the
41 employee's request for vacation leave is deferred.

42 B. An employee may also accumulate vacation leave days in excess of the statutory
43 limit (currently two hundred forty [240] hours) as long as the employee uses the
44 excess balance prior to their anniversary date. Any leave in excess of the maximum
45 that is not deferred in advance of its accrual as described above, shall be lost on the
46 employee's anniversary date.
47

ARTICLE 18 – SICK LEAVE

1
2
3 18.1 Sick Time Off - Accrual.
4

5 Full-time classified employees (pro-rated for part-time) shall accrue eight (8) hours of sick
6 time off for each month of completed classified service. Paid sick time off may not be used
7 in advance of accrual. Employees with leave without pay exceeding 80 hours in a month
8 (prorated for part-time) will earn a monthly accrual proportionate to the number of hours
9 in pay status, in the month to that required for full-time employment. Sick leave accruals
10 must not exceed eight hours in a month.
11

12 18.2 Sick Leave - Use.
13

14 A. Sick leave shall be allowed an employee under the following conditions. The
15 Employer will not require verification for absences of three (3) consecutive work days
16 or fewer. Such verification or proof may be given to the supervisor/manager or
17 Human Resources according to departmental policy.
18

- 19 1. Because of and during illness, disability or injury which has incapacitated the
20 employee from performing required duties
21 2. By reason of exposure of the employee to a contagious disease during such period
22 as attendance on duty would jeopardize the health of fellow employees or the
23 public.
24 3. Because of a health condition of a family member that requires treatment or
25 supervision or that requires the presence of the employee to make arrangements
26 for extended care. The applicability of "emergency," "necessary care" and
27 "extended care" shall be made by the Employer.
28 4. To provide emergency child care for the employee's child. Such use of sick leave
29 is limited to twenty-four (24) hours (pro-rated for part-time) in any calendar year,
30 unless extended by the Employer, and shall be used only as specified in Article
31 25.
32 5. Because of a family member's death that requires the assistance of the employee
33 in making arrangements for interment of the deceased.
34 6. For personal medical, dental, or optical appointments or for family members'
35 appointments when the presence of the employee is required, if arranged in
36 advance with the employing official or designee.
37

38 B. Sick leave may be granted for condolence or bereavement.
39

40 18.3 Family Member. Family member is defined as the employee's spouse or same or opposite
41 sex domestic partner, child, parent, grandparent, grandchild, or sibling. Family member
42 also includes individuals in the following relationships with the employee's spouse or
43 domestic partner: child, parent and grandparent. "Child" also includes a child of a legal
44 guardian or de facto parent, regardless of age or dependency status and those to whom
45 the employee is "in loco parentis" or "de facto" parent as well as a child of a legal guardian
46 or de facto parent. Parent and Parent in-law also includes de facto parent, foster parent,
47 stepparent, or legal guardian.
48

49 18.4 Sick Time Off - Compensation for.

1
2 A. Employees shall be eligible to receive monetary compensation for accrued sick leave
3 as follows:

4
5 1. In January of each year, and at no other time, an employee whose year-end sick
6 time off balance exceeds four hundred and eighty (480) hours may choose to
7 convert sick time off hours earned in the previous calendar year minus those used
8 during the year to monetary compensation.

- 9
10 a. No sick time off hours may be converted which would reduce the calendar year-
11 end balance below four hundred and eighty (480) hours.
12 b. Monetary compensation for converted hours shall be paid at the rate of twenty-
13 five percent (25%) and shall be based upon the employee's current salary.
14 c. All converted hours will be deducted from the employee's sick time off balance.

15
16 2. Employees who separate from state service due to retirement or death shall be
17 compensated for their unused sick time off accumulation at the rate of twenty-five
18 percent (25%). Compensation shall be based upon the employee's salary at the
19 time of separation. For the purpose of this subsection, retirement shall not include
20 "vested out-of-service" employees who leave funds on deposit with the retirement
21 system.

22
23 B. Compensation for unused sick leave shall not be used in computing the retirement
24 allowance; therefore no contributions are to be made to the retirement system for such
25 payments, nor shall such payments be reported as compensation.

26
27 C. An employee who separates from the classified service for any reason other than
28 retirement or death shall not be paid for accrued sick time off.

29
30 18.5 Unexpected Absence: Advance Notification. Employees working the first (day) shift shall
31 notify the Staffing Office or their Supervisor at least two hours in advance of the scheduled
32 shift if unable to report for duty as scheduled. Employees working the second (evening)
33 shift and third (night) shift shall notify the Staffing Office or their Supervisor at least two (2)
34 hours in advance of the scheduled shift if unable to report for duty as scheduled.

35
36 18.6 Reemployed Former Employees. In accordance with state law, former eligible employees
37 who are re-employed shall be granted all unused sick leave credits, if any, to which they
38 were entitled at time of separation.

39
40 18.7 Use of Vacation Leave or Compensatory Time for Sick Leave Purposes. An employee
41 who has used all accrued sick time off may be allowed to use accrued vacation time off,
42 holiday credit, and/or compensatory time off for sick time off purposes when approved in
43 advance or authorized by the Employer.

44
45 18.8 Restoration of Vacation Time Off. In the event of an incapacitating illness or injury during
46 vacation time off, the Employer may authorize the use of sick time off and the equivalent
47 restoration of any vacation time off otherwise charged. Such requests shall be in writing
48 and medical verification may be required.
49

1 18.9 No Arbitrary Denial of Sick Time Off. The parties agree that neither the abuse nor the
2 arbitrary denial of sick time off will be condoned. The Employer and the Union agree to
3 work cooperatively toward the resolution of mutually identified problems regarding the use
4 of sick leave. The Employer may provide periodic updates to employees regarding their
5 use of sick leave. Such updates will not be considered counseling or disciplinary.
6

ARTICLE 19 – JOB POSTING & TRANSFER

1
2
3 19.1 Requests for a different shift, schedule, assignment, or FTE increase in the employee's
4 present unit/department should be submitted to the employee's immediate supervisor in
5 writing.

6
7 Requests for transfer to another unit/department should be submitted on the University's
8 Employment Website. A good faith effort will be made to facilitate lateral transfers from
9 one unit/department to another.

10
11 The employee's length of service shall be a consideration on FTE adjustments, transfer
12 to a different shift, or unit/department.

13
14 Applications for promotions, and lateral transfers outside of the unit/department should be
15 submitted on the University's Employment Website during the period of official posting.
16 Promotional openings will be posted for a minimum of seven (7) calendar days in the
17 unit/department, the Nursing and Outpatient Clinic Administrative Office and the Medical
18 Centers Human Resources Office.

19
20 19.2 Internal Lateral Movement Within Unit/Department

21 Prior to referring candidates, the Employer will provide seven (7) calendar days' notice to
22 employees within the unit/department seeking a different shift regardless of shift or FTE.
23 An employee's request for the vacant shift or FTE will be granted provided:

- 24
25 A. The employee submitted the request in writing;
26 B. The employee holds permanent status in the job classification;
27 C. The employee is currently working in the same unit/department;
28 D. No Final Counseling in the employee's file for the past twelve (12) months;
29 E. The employee has the skills and abilities necessary for the vacant shift.

30
31 If two (2) or more employees request the vacant shift and they meet the above criteria,
32 the senior employee will be appointed.

33
34 The offering of a formal layoff option in accordance with Article 38, Seniority, Layoff,
35 Rehire, prior to granting a transfer request under this sub-article, is not a violation of this
36 sub-article. This sub-article is not subject to the grievance procedure in accordance with
37 Article 6.

38
39 19.3 When notice is provided to the Employer that a FTE that is part of the approved nurse
40 staffing matrix or department staffing consistent with typical census will be permanently
41 vacated the Employer will post the same FTE no more than four (4) weeks after the notice
42 or the position being vacated.

43
44 19.4 The Employer will make a good faith effort to provide temporary coverage for positions
45 vacant for long periods of time due to continuous FMLA, PFMLA, parental leave, or other
46 types of protected leave within four (4) weeks.

47
48 19.5 FTE Decreases: Employees will submit requests for FTE decreases in writing. The
49 Employer will respond in writing within sixty (60) days of request. The Employer will make

1 a good faith effort to accommodate requests to decrease FTE. If a request is denied, the
2 employee may request a meeting with the Employer to discuss the decision to deny and
3 potential alternatives that could be approved.

4
5 Managers will track requests, approvals, and denials of FTE decrease requests.-JLMs will
6 review requests, denials, and approvals on a quarterly basis.

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ARTICLE 20 – MISCELLANEOUS LEAVE

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20.1 Unpaid Absence. In addition to the circumstances specified elsewhere in this Agreement, the Employer, in its discretion may approve a leave without pay for the following reasons specified below. Unpaid absences must be approved or denied by the Employer in writing within fourteen (14) calendar days of the request when practicable and if denied will include the reason for denial. Approval will set a date for the employee’s return to work. Modification of the return date must also be approved in writing by the Employer. When an employee is in unpaid status for more than eighty (80) hours in a month (pro-rated for their FTE) their progression start date will be adjusted by one (1) month, They will not accrue vacation time off.

20.2 Unpaid time off may be granted for the following reasons:

- A. Child or elder care emergencies
- B. Governmental service
- C. Citizen volunteer or community service
- D. Conditions applicable for leave with pay
- E. Education
- F. Formal collective bargaining
- G. Leave taken voluntarily to reduce the effect of a layoff
- H. To accommodate annual work schedules of employees occupying cyclic year positions
- I. As otherwise provided for in this Agreement

20.3 Unpaid time off for the following reasons is not covered by this Article:

- A. Compensable work-related injury or illness, (Article 30)
- B. Union activities (Article 42)

20.4 Conditions Applicable to Unpaid time off:

Employees must submit any request for unpaid time off in writing when feasible prior to the leave being used. Except as required by law, a request for unpaid time off must meet the following conditions:

- A. The employee must be a permanent employee
- B. The employee must have a bona fide intention of returning to work following the absence
- C. The unpaid time off must not, in the discretion of the University, interfere with operational needs.

20.5 Cancellation of Unpaid Absence. The Employer may cancel an unpaid absence upon finding that the employee is using the time off for purposes other than those specified at the time of approval, or where there are extreme circumstances requiring the employee’s return to work. The Employer will provide written notice to the employee that an unpaid absence has been cancelled. The notice will set a date for the employee’s return to work. Unless mutually agreed, the employee’s failure to return to work on the date prescribed will be considered job abandonment.

- 1 20.6 Schedule During Continuous Leave of Absence. Employees that are placed on an
2 approved continuous leave of absence, who do not work a Monday through Friday work
3 schedule, will be placed on a Monday through Friday work schedule (pro-rated to their
4 FTE) on their permanent shift. For example a fifty percenter (50%) employee would be
5 scheduled four (4) hours per day Monday through Friday.
6
- 7 20.7 Benefits During Leave. Employees are encouraged to contact the Integrated Service
8 Center prior to any unpaid absence to understand impact on benefits and learn about
9 other points to consider.
10
- 11 20.8 Returning Employee Rights. Employees returning to work following an approved leave
12 without pay will be returned to the position they held prior to the unpaid absence or to
13 another position in the same classification in the same geographical area unit and
14 organizational unit. In the event the employee's position is substantially impacted during
15 the time the employee is on leave, they will be notified in writing and provided a time in
16 which to exercise any rights available pursuant to this Agreement.
17
- 18 20.9 Educational Leave. After six (6) months of continuous employment, permission may be
19 granted for leave of absence without pay for up to one (1) year of study, without loss of
20 accrued benefits. An employee shall not incur any reduction in pay when participating in
21 an educational program at the request of the employer.
22
- 23 20.10 Government Service Leave. After applicable accrued leave has been exhausted, Leave
24 without pay may be granted for government service in the public interest, including but not
25 limited to the U.S. Public Health Service or Peace Corps.
26
- 27 20.11 Volunteer or Community Service Leave. After applicable accrued time off has been
28 exhausted, Leave without pay may be granted for community volunteerism or service.
29
- 30 20.12 A classified employee taking an appointment to a civil service exempt position (e.g.,
31 professional staff) shall be granted a leave of absence without pay, with the right to return
32 to their regular position, or to a like position at the conclusion of the exempt appointment;
33 provided application for return to classified status must be made not more than thirty (30)
34 calendar days following the conclusion of the exempt appointment.
35
- 36 20.13 Leave of Absence-Duration. Leave of absence without pay shall not exceed twelve (12)
37 months except for educational leave which may be allowed for the duration of actual
38 attendance and leave for government service in the public interest. Leave of absence
39 without pay may be extended for an additional twelve (12) months upon signed request of
40 the employee and signed approval of the employing official or designee and the Human
41 Resources official. Additional leave of absence without pay may be approved by the
42 Human Resources official.
43
44

ARTICLE 21 – FAMILY MEDICAL LEAVE ACT AND PARENTAL LEAVE*

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2
3 21.1 Federal Family and Medical Leave Act. Consistent with the federal Family and Medical
4 Leave Act of 1993, an employee who has worked for the state for at least twelve (12)
5 months and for at least one thousand two hundred and fifty (1250) hours during the twelve
6 (12) months prior to the requested leave is entitled to up to twelve (12) work weeks of
7 leave per year for any combination of the following:

- 8
9 A. parental leave to care for a newborn or newly placed adopted or foster child; or
10
11 B. personal medical leave due to the employee’s own serious medical condition that
12 requires the employee’s absence from work; or
13
14 C. family medical leave to care for a family member who suffers from a serious medical
15 condition that requires care or supervision by the employee.
16

17 Family Member is defined as: the employee’s spouse or same or opposite sex
18 domestic partner, child, parent, grandparent, grandchild, sister, or brother. It also
19 includes individuals in the following relationships with the employee’s spouse or
20 domestic partner: child, parent, and grandparent. “Child” also includes any child
21 residing in the employee’s home through foster care, legal guardianship or custody.
22 Family members include those persons in a “step” relationship.
23

24 21.2 The amount of family medical leave available to an employee is determined by using a
25 rolling twelve (12) month period. The rolling twelve (12) month period measures FMLA
26 leave availability by "looking backward" from the date an employee begins FMLA leave,
27 adding up any FMLA leave used in the previous twelve (12) months, and subtracting that
28 amount from the employee’s twelve (12) workweek FMLA leave entitlement. The
29 remaining amount is available to the employee.
30

- 31 A. For work under FMLA, the Employer may require that employees use a portion of their
32 accrued but unused paid leave unless it runs concurrently with Washington Family and
33 Medical Leave (PFML). With respect to employees who receive workers’
34 compensation time-loss benefits, employees may elect to receive time-loss
35 exclusively, or may elect to receive a combination of time-loss and accrued leave as
36 provided in Article 30. All other provisions of Article 21 shall apply to work-related injury
37 leave that is designated as FMLA leave.
38 B. Employees may retain either eighty (80) hours of accrued vacation time off or eighty
39 (80) hours of sick time off. Vacation and sick leave that has been requested and
40 approved prior to the request for the use of FMLA will not be considered when requiring
41 employees to use leave during FMLA-covered leave. This does not apply during an
42 absence covered by the Washington Family and Medical Leave Program (PFML).
43

44 21.3 The University will continue the employee’s existing employer-paid health insurance
45 benefits during the period of leave covered by FMLA. If necessary, due to continued
46 personal medical or parental leave approved beyond the FMLA period, or if the employee
47 is not eligible for FMLA, the employee may elect to use eight (8) hours per month of
48 accrued applicable paid leave for continuation of employer paid health insurance benefits
49 for the duration of the approved leave of absence.
50

1 21.4 FMLA leave may be taken intermittently or as part of a reduced work schedule when
2 medically necessary.
3

4 21.5 Parental Leave. Parental leave is defined as: up to ~~four (4)~~ six (6) months of leave taken
5 after the birth of a child to the employee, spouse or domestic partner, or because of the
6 placement of a child with the employee or domestic partner through adoption or foster
7 care. ~~Parental leave may extend up to six (6) months~~, including time covered by the FMLA,
8 during the first year after the child's birth or placement. Leave beyond the period covered
9 by FMLA may only be denied by the Employer due to operational necessity. Extensions
10 beyond six (6) months may be approved by the Employer. For birth parents, temporary
11 disability leave for pregnancy is in addition to parental leave.
12

13 Pay during parental leave may be a combination of the employee's accrued vacation time
14 off, sick time off up to eighteen (18) weeks (720 hours), personal holiday, holiday credit,
15 or compensatory time, the combination of which may be determined by the employee.
16

17 21.6 Schedule During Continuous Leave of Absence (FMLA and Parental Leave). Employees
18 that are placed on an approved continuous leave of absence, who do not work a Monday
19 through Friday work schedule, will be placed on a Monday through Friday work schedule
20 (pro-rated to their FTE) on their permanent shift- For example a fifty percent (50%)
21 employee would be scheduled four (4) hours per day Monday through Friday.
22
23

24 Tentatively Agreed To:

25 For the Union:

26 For the Employer:

27 DocuSigned by:

28 *Justin Nowinger*

29 08A6CB801091432...

30 Date: 10/4/2022

31 DocuSigned by:

32 *Laura Hartless*

33 1CB62316D8AE4A0...

34 Date: 10/4/2022
35
36

1 **ARTICLE 22 – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

2

3 Except as specifically limited to this Agreement, the Employer has the right and the responsibility

4 to control, change, and supervise all operations, and to direct and assign employees. Such right

5 and responsibility shall include, but not be limited to, the selection and hiring of employees,

6 discipline for cause, classification, reclassification, suspension, layoff, promotion, demotion, or

7 transfer of employees, establishment of work schedules, and control and regulations of the use

8 of all equipment and other property of the University. The Employer is responsible for establishing

9 and maintaining an appropriate standard of care for patients in this hospital. The Employer shall

10 take whatever action as may be necessary to carry out its responsibilities in any emergency

11 situations.

12

13 Application of this Article shall not preclude use of the Grievance Procedure as established in this

14 Agreement.

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ARTICLE 23 – PERFORMANCE OF DUTY

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- 23.1 The Employer and the Union acknowledge that this Agreement provides, through the Grievance Procedure contained therein, for an orderly settlement of grievances or disputes which may arise between the parties. Accordingly, the parties agree that the public interest requires the uninterrupted performance of all University services and to this end pledge to prevent or eliminate any conduct contrary to that objective. Therefore, during the life of this Agreement there shall be no work stoppage or any other form of concerted job action by employees in the bargaining units, nor will the Union authorize or condone such activity in form.
- 23.2 Should the employees engage in any unauthorized concerted action, a Joint Labor/Management Committee shall immediately convene and shall continue to meet until the dispute is settled, and the employees involved shall immediately return to work and continue working. Any employee who refuses to perform their work may be subject to disciplinary action.
- 23.3 There will be no strike or lockout regarding any matters pertaining to the contents of this Agreement.
- 23.4 Any action of the Employer in closing the University during any unauthorized concerted action, riot, or civil disturbance for the protection of the institution, its property, or its employees shall not be deemed a lockout.
- 23.5 Employees covered by this Agreement who would engage in any prohibited activity as defined above shall be subject to disciplinary action by the Employer, including discharge.

1 **ARTICLE 24 – UNPAID HOLIDAYS FOR A REASON OF FAITH OR CONSCIENCE**

2
3 Unpaid time off will be granted for a reason of faith or conscience for up to two (2) workdays per
4 calendar year as provided below.

5
6 24.1 Unpaid time off will be granted for up to two (2) workdays per calendar year for a reason
7 of faith or conscience or an organized activity conducted under the auspices of a religious
8 denomination, church or religious organization. Leave without pay may only be denied if
9 the employee’s absence would impose an undue hardship on the Employer as defined by
10 Chapter 82-56 WAC or the employee is necessary to maintain public safety.

11
12 24.2 The Employer will allow an employee to use compensatory time, holiday credit, personal
13 holiday or vacation time off in lieu of unpaid time off. All requests to use compensatory
14 time, holiday credit, personal holiday or vacation time off requests must indicate the time
15 off is being used in lieu of unpaid time off for a reason of faith or conscience. An
16 employee’s personal holiday must be used in full workday increments.

17
18 24.3 An employee’s seniority date, progression start date, probationary period or trial service
19 period will not be affected by unpaid time off taken for a reason of faith or conscience.

20
21 24.4 Employees will only be required to identify that the request for leave is for a reason of faith
22 or conscience or an organized activity conducted under the auspices of a religious
23 denomination, church, or religious organization.
24

ARTICLE 25 – LEAVE DUE TO FAMILY CARE EMERGENCIES

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- 25.1 There are two (2) types of family care emergencies:
 - A. A child care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency child care requirements such as unexpected absence of regular care provider, unexpected closure of the child's school, or unexpected need to pick up child at school earlier than normal.
 - B. An elder care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency elder care requirements such as the unexpected absence of a regular care provider or unexpected closure of an assisted living facility.
- 25.2 An employee who is unable to report for or remain at work due to a family care emergency may use up to three (3) work days per calendar year of each of the following: compensatory time, vacation time off, sick time off, and unpaid time off. Employees may also use their personal holiday. Use of any of the above leave categories is dependent upon the employee's eligibility to use such leave. The employee upon returning from such leave shall designate to which leave category the absence will be charged.
- 25.3 Accrued sick time off in excess of three (3) days may be used when the employee's child's school or day care has been closed by a public official for any health related reason.

1 **ARTICLE 26 – CIVIL/JURY DUTY LEAVE AND BEREAVEMENT LEAVE**

2
3 For the purposes of this Article, paid leave will be the salary the employee receives in their
4 appointed position plus any additional monies (including, but not limited to shift differential and
5 assignment pay) and benefits.

6
7 26.1 Civil Duty. Paid time off will be granted for jury duty. Paid time off will also be granted to
8 serve as trial witnesses, or to exercise other subpoenaed civil duties such as testifying at
9 depositions related to their University employment. The employee will notify the Employer
10 as soon as the employee becomes aware of the need for a civil duty absence.

11
12 Employees assigned to work evening shift, who are scheduled to work the evening of civil
13 duty shall be considered to be scheduled for the day shift for that day.

14
15 Employees assigned to work the night shift who are scheduled to work the day before and
16 the day of civil duty leave will be allowed to have their civil duty leave the day before or
17 the day of civil duty service.

18
19 26.2 Bereavement Time Off. An employee shall be granted up to three (3) continuous or non-
20 continuous days of bereavement time off, as requested by the employee, for each death
21 of a family member. Bereavement time off beyond three (3) days may be approved based
22 on individual circumstances, such as relationship of the employee to the deceased family
23 member, employee responsibility for making funeral arrangements, religious reasons
24 and/or distance of travel out of the area. Upon the Employer's approval, the employee
25 may choose to use the following types of leave for beyond the three (3) days: sick,
26 vacation, compensatory time, holiday credit, or unpaid time off.

27
28 Family Member is defined in Article 18 Sick Leave.
29

1 **ARTICLE 27 – LEAVE RELATED TO DOMESTIC VIOLENCE, SEXUAL ASSAULT OR**
2 **STALKING**
3

4 27.1 As required by state law, and in accordance with University policy, the University will
5 grant time off and/or reasonable safety accommodations to an employee who is a victim
6 of domestic violence, sexual assault, or stalking. Time off may also be granted to an
7 employee who has to assist a family member who is a victim of domestic violence,
8 sexual assault or stalking. The parties will continue to work to promote knowledge of this
9 employee right.

10
11 For purposes of this section, “family member” includes an employee’s child, spouse,
12 parent, parent-in-law, grandparent, domestic partner or a person who the employee is
13 dating. The employee must provide advance notice of the need for such leave, whenever
14 possible and may be required to provide verification of need and familial relationship (e.g.
15 a birth certificate, police report).

16
17 An employee may elect to use any combination of their accrued time off or unpaid time
18 off. HMC shall maintain health insurance coverage for the duration of the leave.

19
20 The Employer shall maintain the confidentiality of all information provided by the employee
21 including the fact that the employee is a victim of domestic violence, sexual assault or
22 stalking, and that the employee has requested leave.
23

ARTICLE 28 – HEALTH INSURANCE AND PENSION

28. 1

A. For the ~~2021-2023~~-2023-2025 biennium, the Employer Medical Contribution (EMC) will be an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured Uniform Medical Plan (UMP) Classic for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). In no instance will the employee contribution be less than two percent (2%) of the EMC per month.

~~the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected medical premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). The projected medical premium is the weighted average across all plans, across all tiers.~~

B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances.

1. In ways to support value-based benefits designs; and
2. To comply with or manage the impacts of federal mandates.

Value-based benefits designs will:

1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
2. Use clinical evidence; and
3. Be the decision of the PEB Board.

C. Article 28.1 (B) will expire June 30, ~~2023~~2025.

28.2

A. The Employer will pay the entire premium costs for each bargaining unit employee for dental, basic life, and any offered basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this ~~agreement~~agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.

B. If the PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.

28.3 Wellness

A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.

B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering

1 Committee created by Executive Order 13-06 shall make recommendations to the
2 PEBB regarding changes to the wellness incentive or the elements of the Smart
3 Health Program.
4

5 28.4 The PEBB Program shall provide information on the Employer sponsored Insurance
6 Premium Payment Program on its website and in an open enrollment publication
7 annually.
8

9 28.5 Medical Flexible Spending Arrangement
10

11 A. During January ~~2022-2024~~ and again in January ~~2023-2025~~, the Employer will make
12 available two hundred fifty dollars (\$250) in a medical flexible spending arrangement
13 (FSA) account for each bargaining unit member represented by a Union in the
14 Coalition described in RCW 41.80.020(3), who meets the criteria in Subsection
15 28.5(B) below.
16

17 B. In accordance with IRS regulations and guidance, the Employer FSA funds will be
18 made available for a Coalition bargaining unit employee who:
19

- 20 1. Is occupying a position that has an annual full-time equivalent base salary of ~~fifty~~
21 ~~sixty~~ thousand ~~four~~ dollars (~~\$50,00460,000~~) or less on November 1 of the year
22 prior to the year the Employer FSA funds are being made available; and
23
- 24 2. Meets PEBB program eligibility requirements to receive the employer contribution
25 for PEBB medical benefits on January 1 of the plan year in which the Employer
26 FSA funds are made available, is not enrolled in a high-deductible health plan,
27 and does not waive enrollment in a PEBB medical plan except to be covered as
28 a dependent on another PEBB non-high deductible health plan.
29
- 30 3. Hourly employees' annual base salary shall be the base hourly rate multiplied by
31 two thousand eighty-eight (2088).
32
- 33 4. Base salary excludes overtime, shift differential and all other premiums or
34 payments.
35

36 C. A medical FSA will be established for all employees eligible under this Section who
37 do not otherwise have one. An employee who is eligible for Employer FSA funds
38 may decline this benefit but cannot receive case in lieu of this benefit.
39

40 D. The provisions of the State's salary reduction plan will apply. In the event that a
41 federal tax that takes into account contributions to a FSA is imposed on PEBB health
42 plans, this provision will automatically terminate. The parties agree to meet and
43 negotiate over the termination of this benefit.
44

45 ~~E. Eligible employees will be provided information regarding the benefit and use of the~~
46 ~~FSA funds at new employee orientation, during open enrollment periods, and at the~~
47 ~~beginning of each plan year. The PEBB Health Care Benefits Labor Coalition and~~
48 ~~Health Care Authority committee will confer on methods of ensuring eligible~~
49 ~~employees understand and are able to access information regarding the FSA benefit,~~

1 including exploring ways for employees to access information in preferred
2 languages.
3
4

5 Tentatively Agreed To:

6 For the Union:

7 For the Employer:

8 DocuSigned by:

9 *Justin Novinger*

10 08A6CB801091432...

11 Date: 10/4/2022

12 DocuSigned by:

13 *Laura Hartless*

14 1CB62316D8AE4A0...

15 Date: 10/4/2022
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ARTICLE 29 – MILITARY LEAVE

- 1
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3 29.1 Military Leave will be approved in accordance with University of Washington
4 Administrative Policy Statement 45.4, which is subordinate to the Uniformed Services
5 Employment and Reemployment Rights Act, RCW 38.40, and RCW 49.77. Employees
6 who are called to active duty in any of the uniformed services or their reserves shall
7 receive twenty-one (21) work days of paid military leave annually from October 1 through
8 September 30. Such paid military leave shall be in addition to any compensatory time,
9 holiday credit, vacation or sick time off to which the employee might be otherwise
10 entitled, and shall not involve the reduction of any benefits, performance rating,
11 privileges or base pay. During the period of paid military leave, the employee shall
12 receive their normal pay. If the employee is scheduled to work a shift that begins on one
13 calendar day and ends on the next calendar day, the employee is charged military leave
14 only for the first calendar day.
15
- 16 29.2 Employees required to appear during working hours for a physical examination to
17 determine physical fitness for military service shall receive full pay for the time required to
18 complete the examination.
19
- 20 29.3 Employees who are called to active duty in one of the uniformed services of the United
21 States or the State of Washington shall be granted a military leave of absence without pay
22 for absence from work for up to five (5) years in addition to any time covered by the
23 provisions of Section 29.1. During an unpaid military leave of absence, an employee is
24 entitled to receive:
25
- 26 A. retirement benefits and service credit in accord with the provisions of the applicable
27 retirement system;
 - 28 B. paid medical and dental insurance if in pay status at least eight (8) hours per month.
29 Other health plan coverage at the employee's request and expense for a limited period
30 of time as determined by the Health Care Authority;
 - 31 C. other length-of-service credits related to employment that would have been granted
32 had the employee not been absent; provided that the employee returns to University
33 service at the conclusion of the leave in accord with applicable Federal and State laws
34 related to military leave; and
 - 35 D. any additional benefit required by then-applicable state or federal law.
36
- 37 29.4 The employee should follow the Military Leave of absence Request process to request
38 military leave. Unless prohibited by military necessity, the University shall be provided with
39 a copy of an employee's orders at the time the employee requests military leave. Such
40 request shall be made as soon as reasonably practical after the employee learns of the
41 need for such leave.
42
- 43 29.5 Following release from military service, an employee shall have the right to return to their
44 employment as provided by then-applicable state and federal law. The employee will
45 provide a copy of employee's discharge papers and any other documentation permitted
46 or required by military-leave laws to their supervisor and to Human Resources.
47
- 48 29.6 Employees who are spouses of members of the armed forces will be released for the
49 provisions of the Military Family Leave Act RCW 49.77 when the service member has

1 been notified of an impending call or order to active duty or when on leave from
2 deployment.
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ARTICLE 30 – WORKER'S COMPENSATION LEAVE

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- 30.1 Employees who suffer a work related injury or illness that is compensable under the state worker's compensation law may select time loss compensation exclusively or a combination of time loss compensation and accrued paid time off.
- 30.2 During a period when an employee receives pay for vacation time off, compensatory time off, holiday credit, or holidays and also receives worker's compensation for time loss, the employee is entitled to both payments without any deduction for the industrial insurance payment.
- 30.3 When an employee receives worker's compensation payment for time loss and is on unpaid time off, no deductions will be made for the industrial insurance payment.
- 30.4 An employee who sustains an industrial injury, accident or illness, arising from employment at Harborview shall, upon written request and proof of continuing disability, be granted leave of absence without pay for up to six (6) months without loss of layoff seniority or change in annual increment date. Leave without pay exceeding six (6) months without loss of layoff seniority or change in annual progression start date may be granted at the option of the Employer.
- 30.5 Employees working for ALNW will be covered under the Worker's Compensation laws that apply to the state in which their assigned base is located. The Employer will comply with all such laws.

ARTICLE 31 – HEALTH AND SAFETY

31.1 **Benefits.** The Employer shall bear the cost of and provide bargaining unit employees with:

- A. At the beginning of employment and annually thereafter TB testing including chest x-rays where medically indicated. For employees working in high risk areas, TB testing shall be available on a six month basis. Before screening, all employees shall be counseled regarding anergy testing. When medically indicated, or upon the employee's request, appropriate anergy testing will be provided.
- B. Throat culture if requested by the employee and ordered by a physician.
- C. Vaccinations and immunizations provided by the hospital.
- D. Hepatitis B vaccine for all employees. At the employee's request the Employer shall provide an antibody test to ensure that the employee's antibody titer level is sufficient to protect against Hepatitis B infection. If medically indicated and upon request, the employee shall receive a booster.
- E. At the employee's request, the Employer will test for Hepatitis C using a test considered most reliable by the Employer.
- F. The Employer will test employees for Covid in accordance with the Employer's policy.
- G. The Employer shall refer PPD converters for appropriate medical treatment at no cost to the employee.

31.2 **Policies.** It is the Employer's intent to make reasonable and proper provisions for the maintenance of appropriate standards of health and safety within the workplace. This shall include providing, and making available, safe medical devices, personal protective equipment, and applicable training, education and critical incident de-briefing. Training and education shall be made available during each shift and will be accessible to all employees. The Employer shall comply with applicable Federal and State health and safety legislation and regulations and has designated the University's Environmental Health and Safety Department to advise and monitor compliance with such standards. If a resolution of any dispute pertaining to this section is not reached through the assistance of EH&S, a complaint may be filed with the Washington State Department of Labor & Industries whose findings shall be binding upon both parties.

31.3 **Working Conditions.** All work shall be performed in conformity with applicable health and safety standards. Employees are encouraged to immediately report any unsafe working condition to their supervisor. No employee shall be disciplined for reporting any such conditions nor be required to work or to operate equipment when they have reasonable grounds to believe such action would result in immediate danger to life or safety the final determination of which shall rest with the Environmental Health & Safety Department.

31.4 The Employer will provide TB conversion rate data and blood exposure incident summaries to the Health and Safety Committee.

31.5 **Medical Devices.** The Employer will conduct audits of Personal Protective Equipment per manufacturer guidelines, and any faulty equipment will be pulled from circulation. Employees wishing to suggest additional safety equipment or to raise issues with regard to current equipment (e.g. availability, training needs, effectiveness) are encouraged to raise such suggestions through management or with appropriate committees - Nursing QA & I, Health and Safety, Infection Control, or Product Evaluation.

1
2 31.6 Training/Education. The Employer shall provide an annual infection control/safety update
3 on paid time for all employees in accordance with applicable statutes and regulations.
4

5 Workplace violence and personal safety training will be mandatory for all staff in the New
6 Staff Orientation. Employees are also encouraged to take advantage of ongoing training
7 opportunities available in this area.
8

9 Other training related to general and personal safety will be made available as appropriate
10 to the clinical setting, general environment, and needs of the patient population and the
11 staff. Reasonable requests for such training will be considered.
12

13 31.7 Exposure Control.

14
15 A. The Employer agrees to take every reasonable measure to prevent occupational
16 transmission of TB and other communicable diseases. All employees shall have
17 access to the written TB exposure control plan. Counseling on Hepatitis C shall be
18 included in the exposure protocol.

19 B. The Employer shall provide confidential twenty-four (24) hour information and referral
20 for employees sustaining needlestick injuries or other blood and body fluid exposures.
21 Efforts will be made to identify all staff exposed to communicable and infectious
22 diseases. These staff members will be notified using all available contact information
23 and instructed on follow-up within seventy-two (72) hours of being identified as
24 exposed. Such notification will be documented and shared monthly with the Health
25 and Safety Committee.

26 C. The Employer shall provide appropriate PPE to all health care workers in accordance
27 with UW Medicine policy. No employee will be disciplined or retaliated against for
28 advocating for PPE that they believe is needed for their and others' safety.
29

30 31.8 Security. HMC recognizes the importance of maintaining a safe and secure working
31 environment. HMC encourages recommendations for improving safety and security to be
32 brought to the Unit Manager, to the Health and Safety Committee and other appropriate
33 designated committees. The written HMC security plan will be made available to the Union
34 through its representative on the Health & Safety Committee.
35

36 31.9 Prevention of Workplace Violence. HMC's Environment of Care Committee has a
37 subcommittee on Workplace Violence Prevention. SEIU 1199NW will appoint two (2)
38 members to serve on this committee. All time spent by members on this Committee shall
39 be paid per Article 15.6 (Committee Work).
40

41 As part of its work, the Workplace Violence Prevention Committee will address the
42 safety/security of the layout of the Medical Center, staff concerns in planning and ongoing
43 resources which include the evaluation of implemented programs and the training needs
44 of employees and the evaluations from any workplace violence training to meet the needs
45 of employees.
46

47 31.10 ALNW Safety Committee – see Article 47.10 “ALNW Safety Committee”.
48

1 31.11 Concerns regarding Health and Safety (Article 31.2 and 31.3) shall be resolved following
2 the provisions of Sections 31.2 and 31.3. The remainder of this article is subject to Article
3 6 Grievance Procedure.
4

5 31.12 Emergency Department Security: Within sixty (60) days of ratification, the parties will
6 schedule an ad hoc JLM meeting for members and delegates in the Emergency
7 Department to discuss solutions regarding safety concerns related to the entrances and
8 weapons screening with the Director of HMC Security. The ad hoc JLM may meet again
9 at the end of the pilot.
10

ARTICLE 32 – SUBORDINATION OF AGREEMENT AND SAVING CLAUSE

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It is understood that any provision of this Agreement shall not prevail if in conflict with applicable law.

Any provision of the Agreement which may be adjudged to be unlawful or invalid by a court of law shall thereafter become null and void, but all other provisions of this Agreement shall continue in full force and effect.

Upon request from either party, the Union and Employer negotiating committees shall commence negotiations within thirty (30) days for the purpose of coming to agreement on a substitute provision for that which was declared unlawful or invalid.

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ARTICLE 33 – COMPLETE AGREEMENT

The parties acknowledge this contract is complete in itself and sets forth all the terms and conditions of the agreement between the parties hereto. Therefore, during the life of this contract neither party shall be required to bargain on personnel or other matters under the discretion of the University and not covered by this Agreement.

ARTICLE 34 – DURATION OF AGREEMENT

This Agreement shall become effective July 1, ~~2021~~2023 or upon ratification, whichever is later, and shall remain in full force and effect until June 30, ~~2023~~2025. Automatic renewal shall extend the terms of the Agreement for one year at a time, unless either party serves the other with written notice at least one hundred twenty (120) calendar days prior to the anniversary date of its intent to negotiate a new Agreement. Should such notice be served, bargaining shall commence within thirty (30) days following the date of the notice for the purpose of negotiating a new Agreement.

Tentatively Agreed To:

For the Union:

For the Employer:

DocuSigned by:
Justin Novinger
08A6CB801091432...
Date: 10/4/2022

DocuSigned by:
Laura Hartless
1CB62316D8AE4A0...
Date: 10/4/2022

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5

ARTICLE 35 – DRUG AND ALCOHOL FREE WORKPLACE

The University of Washington, UW Medicine, and/or Harborview Medical Center has the right to update, develop, and/or implement a policy on drug and alcohol free workplace. Prior to taking such action, the Employer will provide sixty (60) days' notice to affected employees and the union.

1 **ARTICLE 36 – CORRECTIVE ACTION/DISMISSAL PROCESS**
2

3 36.1 Corrective Action/Dismissal. The Employer and the Union will follow the "Corrective
4 Action/Dismissal Process" below for all corrective action/dismissal actions in order to
5 utilize a corrective rather than punitive approach.
6

7 No employee shall be subject to the Corrective Action/Dismissal Process except for just
8 cause. The Corrective Action/Dismissal Process will be considered to incorporate the
9 concept of progressive action and provide a positive process for improvement. The
10 University will determine the specific step at which the process begins based on the nature
11 and severity of the problem.
12

13 36.2 Representation During Investigations.

- 14
15 A. Upon request, an employee has the right to a union representative at an investigatory
16 interview called by the Employer, if the employee reasonably believes corrective action
17 could result. The Employer will provide reasonable time to allow an employee to
18 secure a representative.
19 B. The role of the union representative in regard to Employer-initiated investigation is to
20 provide assistance and counsel to the employee and not interfere with the Employer's
21 right to conduct the investigation. Every effort will be made to cooperate in the
22 investigation.
23 C. An employee placed on an alternative assignment during an investigation will not be
24 prohibited from contacting their union representative unless there is a conflict of
25 interest, in which case the employee may contact another union representative. This
26 does not preclude the Employer from restricting an employee's access to the
27 Employer's premises.
28 D. An interpreter can be requested by either party and will be provided.
29

30 Informal Coaching, verbal counseling between employee and immediate supervisor.
31 Supervisor may follow up in writing which may include an action plan, which shall not be
32 placed in the employee's file.
33

34 36.3 Written Action Plans. Written action plans shall identify problem area(s), performance
35 objectives and suggestions for remedying and shall include reasonable timelines for
36 completion. When an employee has chosen to be represented by the Union during the
37 Corrective Action/Dismissal Process, the representative will be involved in developing the
38 written action plan. At the conclusion of the counseling session, the Employer will inform
39 the employee when the employee may reasonably expect to receive the written action
40 plan.
41

42 36.4 Corrective Action/Dismissal Process. The Employer will make clear the Step of the
43 process being conducted.
44

45 Formal Counseling. Formal counseling (may involve administrative personnel other than
46 the employee's immediate supervisor) including the development of a written action plan.
47

48 Final Counseling. Final counseling (may involve administration other than the employee's
49 immediate supervisor) including action plan discussion and decision making assignment

1 (a period of paid time away from the work site for the employee to consider the
2 consequences or failure to follow the action plan and to review the final written action plan
3 for possible correction).
4

5 Dismissal. Prior to dismissal, a pre-determination meeting will be scheduled to give an
6 employee an opportunity to make their case before the final decision is made. The
7 employee has the right to have a Union representative present at the pre-determination
8 meeting. At least five (5) days prior to the meeting, the employee will be informed in writing
9 of the reasons for the contemplated dismissal and given referenced documentation. The
10 employee will be furnished with written notification of the outcome of the pre-determination
11 hearing.
12

13 Grievability/Arbitrability. Informal Coaching of the Corrective Action/Dismissal Process
14 above is not grievable. Formal counseling may be grieved through Step Three Mediation
15 of the grievance procedure only. Final counseling and dismissal may be grieved through
16 every step of the grievance procedure beginning at Step Two.
17

18 36.5 Representation. All employees upon request shall be entitled to have a representative
19 present during all steps of the Corrective Action/Dismissal Process. All employees upon
20 request shall be entitled to have a representative present during meetings that are
21 investigatory in nature and may reasonably be expected to result in implementation of the
22 Corrective Action/Dismissal Process at Formal Counseling or higher.
23

24 36.6 Investigations.

25 A. If the Employer places an employee on administrative leave for investigatory
26 purposes, the Employer will notify the employee prior to the onset of the leave of the
27 subject of the investigation. At the conclusion of an investigation, where the Employer
28 elects not to take corrective action, the employee will be provided with a notification
29 that the investigation is completed and that no corrective action will be imposed.

30 B. Upon request of the Union, if an investigation of employee lasts longer than sixty (60)
31 days from the date the employee was interviewed, the Employer will provide an
32 explanation to the Union of the current status of the investigation (for example:
33 interviews still being conducted, drafting of investigative report, waiting for analysis of
34 data), next steps and approximate timeframe for completion.
35

36 36.7 Off the Job Activities. The private and personal "off the job" lifestyle and activities of an
37 employee shall not be legitimate grounds for disciplinary action initiated by the Employer
38 except where such lifestyle or activities constitute a direct conflict of interest as set forth
39 in RCW 42.18 or are directly detrimental to the employee's work performance.
40

41 36.8 RN3s. While RN3s may be involved in mentorship and feedback as well as employee
42 evaluations, management will lead the corrective action process. RN3s can be present
43 with management during the corrective action process.
44

1 **ARTICLE 37 – NONPERMANENT AND INTERMITTENT EMPLOYEES**

2
3 Only the following language in this Article applies to the Nonpermanent and Intermittent
4 Employees and shall constitute the whole agreement between the Union and the University
5 regarding these employees.
6

7 37.1. Definition. A Nonpermanent position can be created when any of the following
8 conditions are met:
9

- 10 A. The UW is recruiting to fill a vacant position with a permanent position;
11 B. The UW needs to address a short-term immediate workload peak or other short-term
12 needs;
13 C. The UW is not filling a position with a permanent position due to the impending or
14 actual layoff of a permanent employee(s);
15 D. The UW is filling positions when a worker is on a leave-of-absence; or
16 E. Temporary project.
17

18 37.2 Types of Nonpermanent Positions:
19

- 20 A. Nonpermanent Hourly
21 B. Nonpermanent Fixed Duration
22

23 37.3 Nonpermanent Hourly and Nonpermanent Fixed Duration Appointments:
24

- 25 A. The initial duration of a Nonpermanent Hourly and Nonpermanent Fixed Duration
26 appointment cannot exceed twelve (12) months from the hire date but may be
27 extended to no more than twenty-four (24) months if the conditions in 37.1 A-E still
28 exist. Individuals may receive consecutive Nonpermanent Fixed Duration or Hourly
29 appointments as long as:
30 1) Any subsequent appointment is to a different position; or
31 2) The multiple positions are cyclical in nature but last fewer than nine (9) months
32 during any consecutive twelve (12) month period.
33 B. Conclusion of the appointment will be at the discretion of the University, including
34 termination of appointment prior to its originally intended expiration date, and will not
35 be subject to Articles 6 (Grievance Procedure) and Article 38 (Seniority, Layoff,
36 Rehire) of the contract.
37
38 C. If the employee is not a permanent state employee, the employer must give one
39 work days' notice prior to conclusion of the appointment. A Nonpermanent
40 appointment may be terminated immediately with pay in lieu of the one work day of
41 notice required for Nonpermanent Employees.
42
43 D. If at any time during a Nonpermanent appointment, a short-term workload peak or
44 other short term need becomes ongoing and permanent in nature, the Employer
45 must take action to fill the position on a permanent basis.
46

1 37.4 Intermittent Positions. An Intermittent position exists when the nature of the work is
2 sporadic and does not fit a particular pattern.

3
4 37.5 Hours of Work and Overtime.

5 A. Hours of work for Nonpermanent and Intermittent Employees shall be established by
6 the employing official. Work assigned in excess of forty (40) hours in a seven (7) day
7 work week constitutes overtime. Overtime hours will be compensated at a rate of
8 one-and-one-half (1-1/2) times the employee's regular rate.

9
10 Time paid for but not worked shall not count towards the calculation of overtime.

11
12 B. Minimum Work Availability.

13 a. Intermittent and Nonpermanent Employees: Appointments may be ended due to
14 a lack of work or employee availability.

15 b. Notification of cancelled shift. Failure to notify or attempt to notify staff of
16 cancellation at least two (2) hours prior to the start of a shift will result in the
17 employee being assigned to a unit for a minimum of two (2) hours.

18 c. Intermittent and Nonpermanent Registered Nurses

19 i. Minimum Work Availability. The minimum work availability for per-
20 diem/hourly Nurses is four (4) shifts per four (4) week period. If a Nurse
21 withdraws availability, the shift does not count towards the minimum
22 requirement. All hourly staff, once scheduled, are expected to honor the
23 commitment, with the exception of illness or serious emergency. If a
24 Nurse is unable to report to work as scheduled, the nurse shall notify the
25 Staffing Office or their Supervisor at least two (2) hours in advance of the
26 scheduled shift.

27
28 ii. Weekend Availability Minimum. If working less than twenty (20) hours per
29 week the requirement is two (2) weekend shifts per each four (4) week
30 schedule period. If working more than twenty (20) hours per week the
31 requirement is four (4) weekend shifts per each four (4) week schedule
32 period. Weekend requirements are contingent upon unit staffing needs for
33 weekend scheduling; weekday shifts may be substituted if that meets unit
34 needs.

35
36 iii. Holiday Availability. In areas where staffing is required on holidays, per-
37 diem staff are expected to commit to at least one (1) shift on the
38 Thanksgiving Day, Christmas, or New Year holidays.

39
40 iv. Notification of cancelled shift. Failure to notify or attempt to notify staff of
41 cancellation within the appropriate time limits will result in the employee
42 being assigned to a unit for a minimum of two (2) hours.

43
44 C. Hours Review. If the Union believes there is an employee classified as per-diem who
45 been working regular full or part-time hours for a period of over twelve (12) months, may
46 request to have their hours reviewed by the Employer.

47
48 37.6 Probationary Period Upon Movement from Nonpermanent or Intermittent to Regular.

- 1 A. A Nonpermanent or Intermittent Employee hired into a regular bargaining unit
2 position is required to serve a probationary period.
3 B. A Nonpermanent or Intermittent Employee who is hired into a regular position in the
4 same job classification in the same unit without a break in service through open
5 recruitment may have their Nonpermanent or Intermittent hours of service apply
6 toward their probationary period for that position up to a maximum of six (6) months
7 as determined by the Employer. Employees may request a meeting to review the
8 determination of hours credit received.
9 C. The Employer may convert a Nonpermanent or Intermittent position into a permanent
10 position if the Employer used a competitive process to fill the Nonpermanent. In
11 such circumstances the employee will serve a probationary or trial service period,
12 whichever is applicable.
13

14 37.7 Compensation.

- 15 A. The rate of pay for employees under this Article must be placed on a salary step
16 within the range for the classified title that best fits the work.
17
18 B. The progression start date shall be established as follows:
19 1) The first of the current month for actions occurring between the first and the
20 fifteenth of the month; or,
21 2) The first of the following month for actions occurring between the sixteenth and
22 the end of the month.
23
24 C. Annual Salary Adjustment. Annual salary adjustments up to the top automatic step
25 will be administered the same as regular positions in the same classification.
26
27 D. Shift Differential. Employees assigned to work the evening (3:00 pm – 11:00 pm)
28 shift shall be paid a shift differential in accordance to Section 37.7.J of this
29 agreement over the hourly contract rates of pay. Employees assigned to work the
30 night shift (11:00 pm – 7:00 am) shall be paid a shift differential in accordance to
31 Section 37.7.J of this agreement over the regular rate of pay. Employees shall be
32 paid shift differential on second or third shift if the majority of hours are worked
33 during the designated shift.
34
35 E. Intermittent and Nonpermanent Nurses hired prior to July 1, 2022 will continue to
36 receive the 6% recruitment and retention premium until the nurse leaves employment
37 or is hired into a position that is not eligible for the premium.
38
39 F. Charge Nurse. An intermittent or Nonpermanent Registered Nurse 2 who is assigned
40 responsibility for an organized unit for a period of four (4) or more hours. Charge
41 nurse responsibility shall not overlap on the same shift. "Organized unit" shall be
42 defined by the Employer. Nurses shall be eligible to apply for training as charge
43 nurse. If a nurse is not accepted into training, the nurse will receive an explanation.
44

45 Management will not generally assign charge duty to a per diem nurse. Nurses
46 regularly assigned to a specific unit and who are qualified to act in charge will be
47 placed in charge before a per diem nurse.
48

1 It is within the role of the Charge nurse to determine the need for additional staff based
2 on a thorough assessment of patient needs, unit activity, and available resources and to
3 make the appropriate recommendation to the staffing office/manager.
4

5 G. Certification. Employees certified in a specialty area by a national organization and
6 working in that area of certification shall be paid a premium provided the particular
7 certification has been approved by the Associate Administrator for Patient Care, or
8 designee, and further provided that the employee continues to meet all educational
9 and other requirements to keep the certification current and in good standing. A
10 certified employee is eligible for only one (1) certification premium regardless of other
11 certifications the employee may have. Certified employees will notify their respective
12 Director/Manager in writing at the time certification is received, providing a copy of
13 the original certification document. Certification pay will be effective the first full pay
14 period after the date documentation is received by the Director/Manager.
15

16 H. Standby Premium.

17 1) Intermittent and Nonpermanent Registered Nurses:

18 Off-duty standby assignments shall be determined in advance by supervision.
19 Volunteers will be used for standby assignment when practicable. Standby
20 premiums for employees placed on standby off the hospital premises are in
21 Section 37.7.J of this agreement.
22

23 2) All Other Intermittent and Nonpermanent Employees:

24 Off-duty standby assignments shall be determined in advance by supervision.
25 Employees required to restrict their off-duty activities in order to be immediately
26 available for duty when called, will be compensated for time spent in standby
27 status. An employee called to work will be paid at time and one-half (1-1/2) and
28 shall be paid for a minimum of two and one half (2 ½) hours. Call back from
29 standby does not apply until after forty-five (45) minutes after the end of the
30 scheduled shift. The minimum callback hours shall not apply more than once in a
31 sixty (60) minute period.
32

33 I. Preceptor. An intermittent or nonpermanent employees will have the same eligibility
34 for preceptor premium as employees in regular positions in the same classification.
35

36 J. PREMIUMS

37 Intermittent and Nonpermanent Registered Nurses

38 Evening shift differential	\$2.50
39 Night shift differential	\$4.00
40 Standby Pay	\$4.00
41 Weekend	\$4.00
42 Certification	\$1.25
43 Charge	\$2.25
44 Preceptor	\$1.50
45 BSN	\$1.00

46 Intermittent and Nonpermanent Employees

47 Standby Pay	\$3.75
----------------	--------

1	Certification	\$1.25
2	Evening shift differential	\$2.00
3	Night shift differential	\$2.75
4	Weekend	\$2.50

5
6 37.8 Training. Intermittent and Nonpermanent Registered Nurses are required to schedule
7 and participate in annual skills validation and selected other education as pertinent to the
8 classification and clinical area. Required class time will be compensated at the
9 appropriate rate of pay. Intermittent and Nonpermanent Registered Nurses may attend
10 in house education offered by the employer without cost when it is also without cost for
11 classified staff.

12
13 Employees that are required to schedule and participate in mandatory education by their
14 department and will be compensated at the appropriate rate of pay.

15
16 37.9 Sick Time Off

17 A. Employees in Nonpermanent Fixed Duration positions will accrue sick time off per
18 Article 18 Sick Leave.

19
20 B. Employees in Nonpermanent Hourly and Intermittent positions will earn a monthly
21 sick time off accrual proportionate to the number of hours in pay status (excluding
22 overtime hours) in the month to that required for full-time (1.0 FTE) employment.
23 Sick time off accruals cannot exceed eight (8) hours in a month.

24
25 37.10 Vacation Time Off

26 A. Employees in Nonpermanent Fixed Duration positions will accrue and use vacation
27 time off per Article 17 Vacation Schedule.

28
29 B. Employees in Nonpermanent Hourly and Intermittent positions will earn a monthly
30 vacation time off accrual proportionate to the number of hours in pay status
31 (excluding overtime hours) in the month to that required for full-time (1.0 FTE)
32 employment.

33
34 C. Employees in Intermittent positions will receive vacation time off accrual rate
35 increases in accordance with the accrual schedule in Article 17 Vacation Schedule.

36
37 D. Employees in Nonpermanent and Intermittent positions are subject to the maximum
38 vacation time off accrual rules as outlined in RCW 43.01.044 for classified
39 employment.

40
41 37.11 Holidays and Holiday Credit

42 A. Employees in Nonpermanent Fixed Duration positions will be paid for holidays and
43 receive holiday credit per Article 16 Holiday.

44 B. Holiday credit is a balance of time off that is received in lieu of holiday compensation
45 for employees in Nonpermanent Hourly and Intermittent positions. Holiday credit
46 accrual is proportionate to the number of hours in pay status (excluding overtime
47 hours) in the same month of the holiday to that required for full-time (1.0 FTE)

1 employment, excluding all holiday hours. Holiday credit accrual will be calculated at
2 the end of the month. Employees in Nonpermanent Hourly and Intermittent positions
3 hired during the month of the holiday will not receive credit for holidays that occur
4 prior to their hire date.

5 C. Employees in Nonpermanent Hourly and Intermittent positions shall be paid for
6 holiday credit in accordance with Article 16 Holiday.
7

8 37.12 Holiday Premium. If an employee works one of the following holidays, they will receive
9 time and one half (1 ½) for all hours worked on that holiday: New Year's Day, Martin
10 Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day,
11 Labor Day, Veterans' Day, Thanksgiving Day, Native American Heritage Day, and
12 Christmas Day.
13

14 37.13 Personal Holiday

15 A. Employees in Nonpermanent Fixed Duration positions will receive a personal holiday
16 per Article 16.3 Personal Holiday.

17 B. Employees in Nonpermanent Hourly and Intermittent positions earn a personal
18 holiday at a rate proportionate to the number of hours in pay status (excluding
19 overtime hours) in the same month when the personal holiday is scheduled to that
20 required for full-time (1.0 FTE) employment, excluding all holiday hours. The value
21 of the Personal Holiday cannot exceed eight (8) hours.
22

23 37.14 Corrective Action

24 A. Employees in a Registered Nurse Intermittent position who work a cumulative one
25 thousand eight hundred and seventy-two (1,872) non-overtime hours or more from
26 their date of hire in continuous Intermittent employment shall not be terminated
27 except for just cause. The parties agree to adhere to the grievance process as
28 outlined in Article 6 Grievance Procedure. If an employee is not meeting
29 performance expectations, they will be given an action plan outlining the identified
30 issues. The parties agree to start at Step Two for terminations.

31 B. Intermittent Registered Nurses who are not available to work for two (2) consecutive
32 four (4)-week schedule periods and those who have not informed their immediate
33 supervisor of extended non-availability may have their appointment terminated.
34 Intermittent Registered Nurses who have not worked for six (6) consecutive months
35 will automatically have their appointment terminated and must reapply to be
36 considered for intermittent or nonpermanent status.

37 C. Assignment of hours or continuation of employment is at the discretion of the
38 Employer. Upon request by the employee, a meeting to explain such action shall be
39 held with a representative of the Employer.

40 D. Intermittent Registered Nurses out of compliance with the above minimums may
41 have their appointment terminated. Notwithstanding the above, if a H Intermittent
42 Registered Nurses fails to provide dates to be scheduled as required by the
43 applicable agreement, or to any lesser extent required by their unit, they shall be
44 subject to a written warning. If they thereafter fail to provide dates on a second
45 occasion within a rolling year, their appointment may be ended. Appointments may
46 also end due to a lack of work.

1 E. ENDING EMPLOYMENT. Intermittent and nonpermanent employees planning to
2 resign shall make a good faith effort to give at least thirty (30) calendar days' notice
3 of intention to terminate. All resignations shall be final unless the Employer agrees to
4 rescind the resignation.
5

6 37.15 Miscellaneous Leave. If eligible, the Employer will continue to provide Family and
7 Medical Leave (Article 21), Domestic Violence Leave (Article 27), Civil Duty Leave (as
8 unpaid release time) (Article 26), Leave Without Pay for Reason of Faith or Conscience
9 (Article 24), and paid Military Leave in accordance with University Policy and Article 29.
10

11 37.16 OTHER PROVISIONS. The Following Articles in this Agreement apply to intermittent
12 and nonpermanent employees:

13 Article 1 Purpose
14 Article 2 Non-Discrimination
15 Article 5 Affirmative Action
16 Article 4 Recognition/Employer
17 Article 7 Union Dues Deduction
18 Article 8 Employee Facilities
19 Article 22 Management Rights and Responsibilities
20 Article 23 Performance of Duty
21 Article 6 Grievance Procedure
22 Article 40 Mandatory Subject
23 Article 28 Health Insurance and Pension (if qualified per PEBB)
24 Article 31 Health and Safety
25 Article 32 Subordination of Agreement and Saving Clause
26 Article 33 Complete Agreement
27 Article 34 Duration of Agreement
28 Article 41 New Employee Orientation
29 Article 42 Union Activities
30

31 Article 14 Employment Practices

32 Only the following sections of Article 14 apply, as described below:

- 33 • 14.2 – Personnel File (except section A)
34 • 14.3 – Liability Insurance
35 • 14.4 – Performance Evaluations
36 • 14.5 – Uniform/Clothing Damage (except Airlift Northwest paragraph)
37 • 14.7 – Floating
38 • 14.8 – Float Pools – Nurses
39 • 14.11 – Staff Meetings (except Airlift Northwest paragraph)
40 • 14.12 – Delegation of Nursing Care
41 • 14.15 – Payroll Errors
42

43 Article 15 Committees

44 Only the following section of Article 15 applies, as described below:

- 45 • 15.1 – Joint Labor/Management Committees: Purpose and Membership
46
47

ARTICLE 38 – SENIORITY, LAYOFF, REHIRE

38.1 Seniority Defined. For all purposes except layoff, seniority is defined as the total continuous length of most recent unbroken state service, including adjustment for military service.

For the purpose of layoff for all bargaining units except Airlift Northwest at Harborview Medical Center, seniority is defined as the total continuous length of most recent unbroken service at Harborview Medical Center, including adjustment for military service.

Time spent on the rehire list shall not be included in computing seniority (layoff or non-layoff seniority) but does not constitute a break in service.

Bargaining unit employees taking non-bargaining unit permanent positions, intermittent positions, or nonpermanent positions at HMC will have their layoff seniority bridged but will not earn seniority while in the position nor will they be able to exercise their seniority prior to return to a permanent bargaining unit position.

For the purpose of this article, service of less than full-time shall be considered full-time. Seniority shall only be earned by permanent employees.

38.2 Military Service Credit. Permanent HMC employees who are veterans or their unmarried widows/widowers shall have added to their unbroken service the veteran’s active military service to a maximum of five (5) years in accordance with applicable state and federal law.

38.3 Termination of Seniority. Seniority (layoff and non-layoff) shall terminate upon cessation of the employment relationship. Solely for the purpose of example, the following are set forth as events which evidence cessation of the employment relationship: discharge, resignation, retirement, removal from the rehire list in accordance with this Article, and failure to return from a leave of absence.

38.4 Essential Skills. Essential skills are the minimum qualifications listed in the job description for the classification and any specific position requirements, credentials, certifications or licenses.

38.5 Layoff. A layoff is defined as a permanent or prolonged reduction in the number of employees in a given bargaining unit resulting from a lack of funds, curtailment of work, and/or good faith reorganization for efficiency purposes.

Prior to implementing a layoff, the Employer, within the context of its determination of the staffing needs of the layoff unit, will minimize overtime in the layoff unit impacted, the use of agency or traveler nurses in the layoff unit impacted, reliance on intermittent and nonpermanent hourly staff in the layoff unit. The Employer will also seek volunteers in the layoff unit impacted who are willing to be reassigned or to be laid off in lieu of the employee(s) whose position is identified to be eliminated. Individuals who volunteer to be laid off will not have a displacement option but will retain the right to be placed on the rehire list.

1 38.6 Layoff Unit. The layoff unit shall consist first of the employee's unit and shift, then the
2 clinical group for the purpose of determining layoff options.
3

4 38.7 Layoff Notice. Employees identified for layoff and the SEIU 1199NW union office shall
5 receive not less than thirty (30) calendar days' notice prior to the abolishment of the
6 positions. The notice shall include the effective date of the layoff and a reference to the
7 employee's rights under this Article. The notice to the union shall also include the most
8 recent classified hire date seniority list. Upon request, the Union and the Employer will
9 meet to discuss possible alternatives to the layoff.
10

11 38.8 Layoff and Displacement Options. The Employer shall identify the position to be eliminated
12 and employee(s) to be affected. Layoff shall be by seniority within the layoff unit, least
13 senior employee first as long as the remaining employees possess the essential skills to
14 perform the necessary work.
15

16 Employees subject to layoff shall be offered one of the following employment options in
17 descending order, provided they meet the essential skills of the offered position:
18

- 19 A. a funded vacant posted position within the layoff/seniority unit. An employee who
20 accepts a funded vacant position will have the option to resign within six (6) weeks
21 after accepting the position and be placed on the rehire list. This employment option
22 will count as one (1) of the two (2) offers of placement under Article 38.12 (B).
- 23 B. the opportunity to replace the least senior employee in the affected job class within the
24 unit or department or base;
- 25 C. the opportunity to replace the least senior employee in their clinical group (see
26 Appendix VII);
- 27 D. the opportunity to replace the least senior employee within the same department who
28 is in a lower classification in the same series as the employee affected by the layoff.
29

30 Employees may request to be laid off and have the right to be placed on the rehire list(s)
31 instead of accepting an employment option above.
32

33 An employee laid off due to the exercise of another employee's displacement option shall
34 not have any displacement option. Such an employee shall be offered any vacant position
35 available on the employee's unit or in the employee's clinical group and shall also have
36 the right to be placed on the rehire list(s) per Article 38.10.
37

38 38.9 FTE Reduction. An employee in a position that is not abolished but is reduced by more
39 than .2FTE and who will remain benefit eligible after the reduction will have the choice of
40 staying in the reduced position and going on the rehire list for the position and FTE status
41 held by the employee immediately prior to the reduction or exercising available layoff rights
42 under (a) above. The employee must exercise this choice within three (3) working days of
43 the reduction notice.
44

45 38.10 Rehire. Laid off employees will be placed on an eligible rehire list(s) designated by the
46 employee for twenty-four (24) months. Employees will be automatically placed on the
47 rehire list for the classification and FTE status from which they were laid off. In addition,
48 based on employee request, employees identified for layoff may be on the following rehire
49 lists:

- 1
2 A. Positions of a lower FTE status in the classification from which the employee was laid
3 off;
4 B. Lower classifications in the series from which the employee was laid off.
5

6 The University will refer an employee from the designated rehire list(s) for any open
7 positions in the layoff unit from which the employee was laid off for which the laid off
8 employee possesses the essential skills. Employees referred from the rehire list(s) who
9 possess the essential skills needed for a vacant position in the layoff unit will be offered
10 the position prior to the University offering it to any other applicant. The University will refer
11 employees from the rehire list(s) in order of seniority, most senior employee on the list
12 first.
13

14 38.11 Rehire Trial Period. Employees placed into vacant positions from the rehire list will serve
15 a two (2) month rehire trial period. During the rehire trial period either party may, at its sole
16 discretion and without resort to the grievance procedure, initiate return to the rehire list.
17 Time spent in a rehire trial period will not count toward the twenty-four (24) month rehire
18 list period. The two (2) month rehire trial period will be adjusted to reflect any paid or
19 unpaid leave taken during the period.
20

21 38.12 Removal from List. Removal from the rehire list(s) will occur for any of the following
22 circumstances:
23

- 24 A. If placement does not occur within twenty-four (24) months;
25 B. If the employee refuses two (2) offers of placement for a position having the same pay,
26 shift from which the employee was laid off. In such case, the employee will be removed
27 from all other rehire lists and will have exhausted all rehire rights;
28 C. If the employee was placed into two (2) vacant positions for which the employee has
29 failed to complete the rehire trial period;
30 D. If the employee accepts an offer of placement and completes the rehire trial service
31 period;
32 E. Employees who reject one (1) offer of placement from a list for a position in a
33 classification other than that from which the employee was laid off will be removed
34 from that list.
35

36 38.13 Other Layoff and Rehire Issues
37

38 Rehire Wages and Progression Start Date. When employees are rehired from layoff
39 status, the progression start date and months of service towards higher accrual rate will
40 be reestablished and extended by an amount of time in calendar days equal to the period
41 of time spent on the rehire list prior to rehire.
42

43 Employees placed from the rehire list into positions with the same salary range held at the
44 time of layoff shall be placed at the same step in the range held at the time of layoff.
45 Employees placed from the rehire list into positions with a lower salary range than held at
46 the time of layoff shall be placed in a salary step nearest to, but not in excess of, the salary
47 held at time of layoff.
48

1 Affirmative Action Goals. Affirmative action goals may be considered at any point during
2 the layoff or rehire process.
3

4 Employees Hourly Work and Education Eligibility. Employees on rehire list(s) shall be
5 eligible to participate in Harborview Medical Center in-service programs and other
6 Harborview Medical Center training programs on a space available basis and on the
7 employee's own time. Employees on the rehire list(s) shall be given preference for
8 intermittent and nonpermanent work. Acceptance of such work will not affect an
9 employee's recall rights. Preference shall be handled in accordance with the following:
10

- 11 A. The employee must specifically request the work in advance and must follow all
12 Harborview Medical Center policies and procedures regarding hourly work.
13 B. Employees on a rehire list who meet the requirements of (A) above will have
14 preference for hourly work assignments when the schedules are developed.
15

16 Computing & Communication and Training and Development Classes. Bargaining unit
17 members on the rehire list are eligible to take all Computing & Communications and
18 Training & Development courses on a space available basis upon payment of designated
19 fees.
20

21 38.14 Restructure. In the event of a unit, departmental, or hospital-wide restructure, the Medical
22 Center will determine the number of full-time and part-time FTE's by shift required for the
23 new or restructured department or unit. Prior to determining the schedule, the Medical
24 Center shall meet with the employees of the affected unit(s) or department(s) to discuss
25 the reconfiguration of the FTE's in the unit(s) or department(s) and the new work
26 schedule(s). A listing of the FTE's for each shift on the new or restructured unit(s) or
27 department(s) shall be posted on the impacted unit(s) or department(s) for no less than
28 ten (10) days. All other vacant bargaining unit positions shall also be posted on the
29 impacted unit(s) and department(s) concurrently with the FTE list posting for no less than
30 ten (10) days. By the end of the posting period, each employee in units or departments
31 subject to or impacted by restructure, will have submitted to the Medical Center a written
32 list that identifies in rank order of preference (first to last) all available positions for which
33 the employee is willing to work.
34

35 The Medical Center shall assign each employee, in order of seniority, to positions on the
36 new or restructured unit(s) or department(s) based upon an Employee's submitted
37 preference list and the essential skills of the employee and the skills needed in the
38 available positions.

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ARTICLE 39 – RESIGNATION

Permanent employees planning to resign shall make a good faith effort to give at least thirty (30) calendar days' notice of intention to terminate. All resignations shall be final unless the Employer agrees to rescind the resignation. The Employer's decision not to rescind a resignation shall not be grievable.

1 **ARTICLE 40 – MANDATORY SUBJECT**

2
3 Existing practices not contained in this contract which have a bearing upon the quality of working
4 conditions shall not be modified or eliminated without providing the union notice and opportunity
5 to bargain.
6

7 40.1 The Union may request discussions about and/or negotiations on the impact of these
8 changes on employee's working conditions. The Union will notify the Vice President of
9 Labor Relations (laborrel@uw.edu) of any demands to bargain. Unless agreed otherwise,
10 the parties agree to begin bargaining within thirty (30) calendar days of receipt of the
11 request to bargain. A valid request to bargain must include at least three (3) available
12 dates and times to meet. If the union makes a request for information at the same time as
13 the request to bargain, the thirty (30) calendar days will not begin until the information
14 request has been fulfilled. Information requests made after the request to bargain will not
15 delay the scheduling of discussion and/or negotiations. In the event the Union does not
16 request negotiations within sixty (60) calendar days, the Employer may implement the
17 changes without further negotiations. There may be emergency conditions that are outside
18 of the Employer's control requiring immediate implementation, in which case the Employer
19 shall notify the Union as soon as possible.
20

21 Prior to making any change in written Employer policy that is a mandatory subject of
22 bargaining; the Employer shall notify the Union and satisfy its collective bargaining
23 obligations per Article 40.
24

25 The parties shall agree to the location and time for the negotiations. Each party is
26 responsible for choosing its own representatives for these activities. The Union will
27 provide the Employer with the names of its employee representatives at least seven (7)
28 calendar days in advance of the meeting date unless the meeting is scheduled sooner,
29 in which case the Union will notify the Employer as soon as possible.
30

31 40.2 Release Time.

- 32 A. The Employer shall approve paid release time for up to three (3) employee
33 representatives who are scheduled to work during the time negotiations are being
34 conducted, provided the absence of the employee will not interfere with the operating
35 needs of the Employer. The Employer may approve leave for additional employee
36 representatives provided the absence of the employee will not interfere with the
37 operating needs of the Employer. If the additional employee absence is approved,
38 the employee(s) may use personal holiday, vacation time off, holiday credit, or
39 compensatory leave instead of leave without pay
40 B. No overtime will be incurred as a result of bargaining and/or preparation for
41 bargaining.
42

ARTICLE 41 – NEW EMPLOYEE ORIENTATION

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- 41.1 The Employer shall provide new employee orientation to employees in the bargaining units. The purpose of the orientation program shall be to familiarize new employees with the hospital's philosophy, policies and procedures, together with nursing functions and responsibilities as defined in the appropriate class specification. Such orientation program shall include both classroom training and supervised clinical experience.
- 41.2 A Union representative shall be allowed up to thirty (30) minutes with employees during the new employee orientation. Such release time will be subject to the operational needs of the department and does not count as time worked for the purpose of calculating overtime. The Employer will advise and encourage new employees to attend the paid SEIU 1199NW Union orientation, which is part of the Employer's New Employee Orientation program (NEO). The Employer will schedule the SEIU 1199NW Union orientation in the same location and at a time within or immediately adjacent to the Employer's orientation program. The Employer will provide clear signage and direction of the location of the SEIU 1199NW Union portion of NEO. The Union portion of NEO will be shown on the New Employee Orientation agenda given to all new employees. Employer representatives shall not be present during the Union presentation.
- 41.3 By the end of the week prior to each new employee orientation, the Employer shall provide the Union with a list of all employees scheduled for the orientation. This list shall include the employee's ID number, last name, first name, middle initial, campus/location, position cost center description, position start date, job code, job title, starting line, NEO webinar date, union orientation date, UW NetID, primary home phone number, and primary home email if available of each new employee attending the orientation.
- 41.4 If the University conducts orientation on-line, the Union will be permitted to display a reasonable amount of information as part of the program.
- 41.5 For employees hired into the bargaining unit who do not attend the orientation described in 41.1 above, within ninety (90) days of the employee's start date, the Employer will provide the Union access to the employee during the employee's regular work hours to present information about the Union. This access will be provided at the employee's regular worksite, or at a location mutually agreed to by the Employer and the Union and will be for no less than thirty (30) minutes.

1 **ARTICLE 42 – UNION ACTIVITES**

2
3 42.1 Union Representatives

4 After notifying the appropriate administrator, the Union's authorized staff representatives
5 shall have access to the Employer's premises where employees covered by this
6 Agreement are working, excluding patient care areas, for the purpose of investigating
7 grievances and contract compliance. Such visits shall not interfere with or disturb
8 employees in the performance of their work during working hours and shall not interfere
9 with patient care.

10
11 42.2 Union Delegates

12
13 A. The Union shall prevail upon all employees in the bargaining units and especially
14 Union delegates to make a diligent and serious attempt to resolve complaints at the
15 lowest possible level. The Employer, likewise, shall prevail upon its supervisory
16 personnel to cooperate fully with the Union delegates and other Union representatives
17 in the speedy resolution of any grievances that may arise.

18
19 Delegates will normally process grievances only in their own units.

20
21 The Union shall annually submit an up-to-date list to the Office of Labor Relations
22 indicating the names of all Union delegates, their work locations, supervisors, and
23 jurisdiction. The Office of Labor Relations shall be notified of changes as they occur.
24 Union delegates shall not be recognized until the Office of Labor Relations is informed
25 of their appointment.

26
27 B. Union delegates will be granted reasonable time during their normal working hours to
28 investigate and process grievances in accordance with Article 6, Grievance
29 Procedure. In addition, union delegates will be released during their normal working
30 hours to attend meetings scheduled by management within the delegates/officer's
31 office or facility for the following representational activities:

- 32
33 1. Grievance meetings, including attempts at informal resolution, in accordance with
34 Article 6, Grievance Procedure.
35 2. Investigatory interviews (in potential disciplinary matters), in accordance with
36 Article 36 Corrective Action.

37
38 The union delegate will obtain approval from their supervisor before attending any
39 meeting. Notification will include the approximate amount of time the delegate
40 expects the activity to take. Any Harborview business requiring the delegate's
41 immediate attention will be completed prior to attending the meeting. Attendance at
42 meetings during the union delegate's non-work hours will not be considered as time
43 worked. Union delegates may not use state vehicles to travel to and from a work site
44 in order to perform representational activities.

45
46 42.3 Use of State Facilities, Resources and Equipment

47
48 A. Meeting Space and Facilities

1 The Union shall be permitted to use designated hospital facilities for meetings of the
2 local unit, with or without Union staff present, provided sufficient advance notice is
3 given to the Employer and space is available on the date requested. Such meetings
4 shall be for professional purposes and shall be held during the employees' own free
5 time.
6

7 B. E-mail, Fax Machines, the Internet, and Intranets

8 Union delegates, and members may utilize state owned/operated equipment to
9 communicate with the Union and/or the Employer only for the exclusive purpose of
10 administration of this Agreement. Such use will:
11

- 12 1. Result in little or no cost to the Employer;
- 13 2. Be brief in duration and frequency;
- 14 3. Not interfere with the performance of their official duties;
- 15 4. Not distract from the conduct of state business;
- 16 5. Not disrupt other state employees and will not obligate other employees to make
17 a personal use of state resources; and
- 18 6. Not compromise the security or integrity of state information or software.
19

20 The Union and its union delegates will not use the above referenced state equipment in
21 a manner that is prohibited by the Executive Ethics Board. Communication that occurs
22 when using state-owned equipment is the property of the Employer.
23

24 42.4 Bulletin Boards

25
26 A bulletin board in a prominent location shall be made available and designated for use
27 by the Union for the posting of notices and information pertaining to official business of
28 the Union. Designated space in prominent locations in each work area or in an area
29 accessible to where employees work shall also be made available for use by the Union
30 for the same purpose.
31

32 42.5 Time Off for Union Activities

33
34 A. Conventions and Conferences Union-designated employees may be allowed time off
35 without pay to attend union-sponsored conventions or conferences. Approval for the
36 time off must be granted in advance of the absence and in accordance with the
37 Employer's leave policies. Approval will not be granted if the absence interferes with
38 the Employer's ability to provide coverage during the requested time off or the
39 operating needs of the agency cannot be met.
40

- 41 1. Employees may use accumulated compensatory time, holiday credit, or vacation
42 time off instead of unpaid time off for A above. However, employees must use
43 compensatory time and holiday credit prior to their use of vacation time off,
44 unless the use would result in the loss of their vacation time off.
- 45 2. The Union will make a good faith effort to provide the Employer a written list of
46 the names of the employees it is requesting attend the above-listed activities, at
47 least fourteen (14) calendar days prior to the activity.
48

1 B. Temporary Employment with the Union
2

- 3 1. With thirty (30) calendar days' notice, unless agreed otherwise, employees may
4 be granted leave without pay to accept temporary employment with the Union of
5 a specified duration, not to exceed twelve (12) weeks, provided the employee's
6 time off will not interfere with the operating needs of the agency. The parties may
7 agree to an extension of leave without pay up to an additional twelve (12) weeks.
8 For leaves of up to twelve (12) weeks duration, the employee will be returned to
9 their same position. For leaves of more than twelve (12) weeks duration, the
10 returning employee will be employed in a position in the same job classification
11 and the same geographical area, as determined by the Employer.
12 2. Employees on a leave of absence will be placed on a Monday through Friday
13 work schedule (pro-rated to their FTE) on their permanent shift. For example a
14 fifty percent (50%) employee would be scheduled four (4) per day Monday
15 through Friday. When an employee is in unpaid status for more than eighty (80)
16 hours in a month (pro-rated for their FTE) their increment date will be adjusted by
17 one (1) month and they will not accrue sick leave or vacation leave.
18

19 42.6 Union Delegates. Union delegates are Harborview employees who are members of the
20 bargaining units. The Employer recognizes the right of the Union to designate:
21

- 22 A. Registered Nurse Bargaining Unit. One Union delegate on each nursing unit with up to
23 thirty (30) permanent bargaining unit nurses and an additional delegate on units with more
24 than thirty (30) nurses. The clinics shall be considered a nursing unit and for their purposes
25 only the Union may designate a minimum of two Union delegates irrespective of the
26 number of permanent nurses assigned.
27 B. Professional/Technical Unit. Six (6) delegates.
28 C. PA-ARNP Bargaining Unit. Four (4) delegates.
29 D. Social Worker Bargaining Unit. Five (5) delegates.
30 E. Respiratory Therapist/Anesthesiology Technician /Electroneurodiagnostic Technologist
31 Unit. Five (5) delegates.
32 F. Pharmacy Technicians Bargaining Unit. Four (4) delegates total.
33 G. Imaging Technologist Supervisors Bargaining Unit. One (1) delegate.
34

35 42.7 Whereas it benefits the University to have Union delegates who understand the contract
36 and are trained in administration of the contract, each of the Union's delegates shall be
37 allowed up to a total of eight (8) paid release time hours annually to participate in the Union's
38 delegate training program. Said time off shall be approved in advance by the employee's
39 supervisor and shall be contingent upon the ability to provide coverage during the time off.
40

41 The Union shall submit to the Office of Labor Relations at least four (4) weeks in advance
42 the names of the employees (with their respective supervisors) that are scheduled to
43 participate in the training. The Union will confirm the employee's participation in the training
44 upon completion.
45

46 42.8 Information Requests
47

- 1 A. Upon written request of the staff representative or delegate to the Office of Labor
- 2 Relations (laborrel@uw.edu), the Employer will provide information necessary for
- 3 conducting representational duties.
- 4 B. The Employer will acknowledge receipt of the information request and if possible will
- 5 provide the information to the union by the date requested. If the Employer requires
- 6 additional time, the Employer will notify the Union and provide a date by which the
- 7 information is anticipated.
- 8 C. When the Union submits a request for information that the Employer believes is
- 9 unclear, unreasonable, or not relevant, the Employer will contact the Union staff
- 10 representative and the parties will discuss the relevance and necessity of the request.
- 11 The costs associated with the request and the amount the Union may pay for receipt of
- 12 the information may also be discussed.

ARTICLE 43 – RN EXTENDED LEAVE

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43.1 Extended Leaves (RN). In addition to other approved leave programs, there shall be an extended leave program at Harborview Medical Center. The program shall provide for three (3) to five (5) registered nurses to be eligible for a leave of absence not to exceed six (6) months following completion of four years of unbroken service as an RN at HMC. Participants in the program shall use vacation, holiday credit, or compensatory time off as a portion of the requested leave.

The criteria developed by the Joint Labor/Management Committee, Recruitment and Retention Coordinator and union representative on the Recruitment and Retention Committee will be used to administer the extended leave program.

ARTICLE 44 – CLASSIFICATIONS AND RECLASSIFICATION

1
2
3 44.1 The current classifications with their respective pay levels are hereby incorporated into
4 this contract as Appendix I. The existing class specifications for these jobs are considered
5 in effect upon the execution of this contract.
6

7 44.2

8 A. Should the University decide to create, eliminate or modify class specifications, it will
9 notify the Union in advance of implementing the action. Notification will include the
10 bargaining unit status of the classification and, for a newly created or modified
11 classification considered to be in the bargaining unit, a proposed salary. Notification
12 will occur at least thirty (30) days in advance of any proposed implementation date. At
13 the Union's request the University will meet and confer with the Union over its
14 proposed action.

15 A. An employee occupying a position reallocated to a class with a lower salary range
16 maximum due to a class being created, abolished or modified will retain the salary of
17 their former position until reaching the top of the range of the former position, and then
18 will be frozen until the new class pay range catches up. An employee(s) occupying a
19 position reallocated to a class with a higher salary range due to a class being created,
20 abolished or modified will receive the same step in the new range as the employee(s)
21 held in the previous range. The progression start date of the employee will remain
22 unchanged.

23 B. Within thirty (30) calendar days following implementation of the University's decision
24 to create or combine classifications, or modify class specifications for bargaining unit
25 positions, the Union may file an appeal with the Classification Review Hearing Officer
26 selected under Article 44.5 of this contract, to determine if the salary assigned to the
27 classification is appropriate.

28 C. The Union may, at any time, propose a new classification with appropriate justification.
29 These proposals will be reviewed by the Compensation Office of Human Resources
30 which will accept, reject, or modify any proposal. This review is not grievable.
31

32 The Employer agrees to notify the Union of any proposed reclassifications of occupied
33 bargaining unit positions into non-bargaining unit positions.
34

35 **RECLASSIFICATION**

36
37 44.3 Policy. Positions shall be allocated to the appropriate classification. Requests to reclassify
38 should be based on a belief that the duties, responsibilities, or qualifications of a position
39 are such that it is inappropriately classified.
40

41 44.4 Position Review Process.
42

43 A. The University, employee, or employee representative may request that a position be
44 reviewed when the requesting party believes that the basis of its request has become
45 a permanent requirement of the position. Employees and employee representatives
46 may not request that a position be reviewed more often than once every six (6) months.

47 B. The request must be complete and in writing on forms provided by the University.
48 Requests may be submitted to Human Resources or to an employee's direct

- 1 supervisor or department. Any party may submit additional information, including the
2 names of individuals, which the party believes is relevant to the position review.
- 3 C. An employee may request that a representative be present as an observer at meetings
4 with the University reviewer scheduled to discuss the request for position review. At
5 the employee's request a portion of such meetings shall be conducted in a quiet and
6 private location, away from the work station.
- 7 D. The University reviewer will investigate the position and issue a written response to
8 the employee or employee representative within sixty (60) calendar days from receipt,
9 by Human Resources, of the completed request. A completed request is defined as
10 the employee completing all employee portions of the reclassification forms. The
11 response will include notification of the class and salary assigned when the position is
12 reallocated, or notification of the reasons the position does not warrant reallocation
13 when the request is not approved. Reclass requests may be submitted at either the
14 departmental level or directly to Human Resources. Reclass requests submitted at the
15 departmental level must be forwarded to Human Resources within thirty (30) calendar
16 days.
- 17 E. The effective date of allocations or reallocations initiated by the University shall be
18 determined by the University. The effective date of a reallocation resulting from an
19 employee or employee representative request for position review will be established
20 as the 1st or the 16th of the month which precedes the date that the completed request
21 was filed with Human Resources or the employee's direct supervisor or department,
22 whichever date is earliest. The date of receipt must be appropriately documented.
- 23 F. An employee may request reconsideration following receipt of the University's
24 determination. Requests for reconsideration will not hold the timeframe for filing an
25 appeal under 44.5.
- 26
- 27 44.5 Position Review Appeal Process. If the Union wishes to appeal the decision of the
28 University, it may appeal to the Classification Review Hearing Officer within thirty (30)
29 calendar days following the date of the University's written response.
- 30
- 31 44.6 Hearing Officer. The Hearing Officer shall be jointly selected by the parties within thirty
32 (30) days of the execution of this contract and shall serve for a minimum of one (1) year
33 from the date of selection. At that time the parties may choose to re-appoint the Hearing
34 Officer or select a different Hearing Officer who will also serve for a minimum of one (1)
35 year from date of selection.
- 36
- 37 44.7 Hearings. The Hearing Officer shall hold hearings on a quarterly basis unless there are
38 no appeals to hear or the parties agree to pend any open appeals. All materials
39 considered in the position review shall be submitted to the Hearing Officer prior to the
40 hearing and neither party will submit evidence at the hearing that was not submitted
41 during the position review. The Hearing Officer shall endeavor to hold multiple hearings
42 each day, and shall issue a concise decision which shall be final and binding. The
43 Hearing Officer shall have no authority to alter the terms and conditions of this contract.
44 Employees may be represented at the hearing and will be released from work with no
45 loss of pay to attend the hearing. The Hearing Officer's fees and expenses shall be
46 shared equally by the parties.
- 47

ARTICLE 45 – WAGES AND OTHER PAY PROVISIONS

45.1 The salary schedules for employees in the bargaining units are shown in this article.

45.2 Hire-in Rates – Registered Nurses. Hire-in rates for new nurses covered by this Agreement shall be on the basis of year for year credit for applicable experience.

Applicable experience shall be defined as clinical nursing experience in an acute care setting, ambulatory care setting, home health agency or equivalent health care experience without a break in nursing which would reduce the level of nursing skills or nursing experience comparable to that required in the position for which the nurse is being hired, in the opinion of the Associate Administrator for Patient Care Services. Participation in a nursing education program does not count as year for year credit and does not constitute a break in nursing experience. Equivalent international nursing experience is counted as applicable experience.

In the event an RN new hire has previous LPN experience, they shall receive credit based on the above definition on the basis of two (2) years of LPN experience to equal one (1) year of RN experience.

PA-ARNPs. Applicable experience shall be defined as clinical experience in an acute care setting, ambulatory care setting, home health agency or equivalent health care experience without a break which would reduce the level of skills or experience comparable to that required in the position for which the PA-ARNP is being hired, in the opinion of the Associate Administrator for Patient Care Services or designee. Participation in an education program does not count as year for year credit and does not constitute a break in experience. Equivalent international experience is counted as applicable experience.

In the event a PA-ARNP new hire has previous medical/nursing/health care experience, the employee shall receive credit based on the criteria located in Appendix VIII as determined by the Employer.

All Other Classifications: All employees hired on or after the effective date of this agreement, shall be given year per year credit for relevant past work experience in an equivalent role, as determined by the Employer.

45.3 Periodic Increments (Salary Step Increments). Annually the salary of employees covered by this Agreement will be increased by one (1) step on the employee’s progression start date until the employee has reached the top step of the appropriate salary range. For purposes of periodic salary step increases, the progression start date will be determined as follows:

- A. The first of the current month for actions occurring between the first and the fifteenth of the month; or,
- B. The first of the following month for actions occurring between the sixteenth and the end of the month.

When an employee returns from layoff status, the progression start date will be reestablished and extended by an amount of time equal to the period of layoff to give credit for time served in a salary step prior to layoff.

1
2 When a progression start date coincides with a promotional date, the appointment to a
3 new salary range, and/or a market adjustment, the progression start date will be applied
4 first.

5
6 Upon promotion or reclassification the new progression start date shall be the first of the
7 current month for effective dates falling between the first and fifteenth of the month and
8 the first of the following month for effective dates falling between the sixteenth and the end
9 of the month

10
11 Recruitment/Retention Compensation. The Employer may increase the salary of
12 classifications that are experiencing recruitment/retention problems.

13
14 45.4 Shift Premium. Employees assigned to work the evening (3:00 pm – 11:00 pm) shift
15 shall be paid a shift differential in accordance with this article over the hourly contract
16 rates of pay. Employees assigned to work the night shift (11:00 pm – 7:00 am) shall be
17 paid a shift differential in accordance with Article 45.12 Salary Schedules and Premiums
18 over the regular rate of pay. Employees shall be paid shift differential on second or third
19 shift if the majority of hours are worked during the designated shift.

20
21 An employee permanently assigned to evening or night shift will receive the shift premium
22 assigned to that shift. An employee who is temporarily assigned, within the employee's
23 FTE, to another shift with a lower shift rate will receive the higher shift rate if the temporary
24 assignment is not greater than five (5) consecutive working days.

25
26 An employee who is using paid time off will receive the shift premium if the employee has
27 a permanent work shift designation of evening or night.

28
29 45.5 Charge Nurse Pay. Nurses meeting the definition of Charge Nurse in Article 45.13 shall
30 receive charge nurse pay.

31
32 Substitute Lead Pay. Employees in the Professional/Technical and RT/AT/END
33 bargaining units will receive Substitute Lead Pay when assigned to act in that role.

34
35 Weekend Social Worker Coordinator. Social Workers shall receive Weekend Coordinator
36 Pay when assigned to that role.

37
38 45.6 Standby. Off-duty standby assignments shall be determined in advance by supervision.
39 Volunteers will be used for standby assignment when practicable. Article 9.4 does not
40 apply to standby.

41
42 45.7 Employees required to restrict their off-duty activities in order to be immediately available
43 for duty when called, will be compensated for time spent in standby status. An employee
44 called to work will be paid at time and one-half (1-1/2) and shall be paid for a minimum of
45 two and one half (2 ½) hours. Call back from standby does not apply until after forty-five
46 (45) minutes after the end of the scheduled shift.

47
48 Call Back When an employee has left the institution grounds and is called to return to work
49 outside of regularly scheduled hours to handle emergency situations which could not be
50 anticipated, the employee shall receive pay for time actually worked. Time worked shall

1 be compensated at time and one-half (1-1/2) and shall be paid for a minimum of two and
2 one half (2 ½) hours. Time worked immediately preceding the regular shift does not
3 constitute call back, provided time worked does not exceed two hours or notice of at least
4 eight hours has been given. An employee on standby status called to return to the work-
5 station does not qualify for call back pay.
6

7 45.8 Temporary Assignment to a Higher Position. Whenever an employee is temporarily
8 assigned in writing by the Employer to regularly perform the principal duties of a higher
9 level position for a period of five or more scheduled working days within the employee's
10 standard work period as specified in Article 9.2, the employee shall be be paid a temporary
11 salary increase (TSI) of at least five percent (5%) increase over the present salary but not
12 to exceed the maximum of the range for the higher classification Such increase shall be
13 effective the first day of the assignment when approved. Such assignments must be by
14 mutual agreement.
15

16 45.9 Modality Pay – Professional Technical Bargaining Unit (does not apply to Cardiac and
17 Vascular Sonographers)

18 A. Modality Pay 1 - For staff actively participating in a new training program for a new
19 modality.

20 B. Modality Pay 2 - For staff assigned to conduct examinations/studies in a modality other
21 than that described in the current classification of the position. For two modalities
22 where the employee is scheduled for at least forty percent (40%) in the second
23 modality, the premium pay will be for all hours worked. Where the employee is
24 scheduled for less than forty percent (40%) in the second modality, the premium will
25 apply for all hours worked in a shift.

26 C. Modality Pay 3 - for staff assigned as a preceptor to other staff.
27

28 45.10 Float Pay.

29
30 A. Temporary Float. Employees assigned to work outside the department(s) to which
31 they were hired and for which they are part of the departmental staffing plan will
32 receive temporary float pay premium of three dollars and seventy-five cents (\$3.75)
33 per hour.

34 B. Permanent Float- Nurse Float Pool: Employees hired solely in the Nurse Float Pool
35 will receive a permanent float premium of four dollars (\$4.00) per hour for all hours
36 worked.
37

38 45.11 Social Worker License Pay. License Pay in the amount of one dollar and fifty cents
39 (\$1.50) per hour will be provided to all Social Workers who are licensed by the State of
40 Washington as an Advanced Social Worker or Independent Clinical Social Worker.
41 License Pay will be provided on the first available pay period after the Social Worker has
42 provided proof of licensure to the appointing authority or designee.
43

44 45.12 **SALARY SCHEDULES AND PREMIUMS**

45
46 A. Effective July 1, 2023³⁴, each classification represented by the Union will continue to
47 be assigned to the same Pay Table and Salary Range as it was assigned on June 30,
48 2023³⁴. Effective July 1, 2023³⁴, each employee will continue to be assigned to the
49 same Salary Range and Step that they were assigned on June 30, 2023³⁴ unless
50 otherwise agreed. Employees who are paid above the maximum for their range on

- 1 June 30, 2023~~34~~ will continue to be paid above the maximum range on July 1, 2023~~34~~
- 2 unless otherwise agreed.
- 3 ~~B. Effective on the first available pay period following ratification as determined by the~~
- 4 ~~Employer, all Salary Ranges described in Section A above, except Pay Table BR,~~
- 5 ~~Range 02 and Pay Table BR, Range 03, will be increased by two percent (2%). This~~
- 6 ~~increase will be based upon the salary schedule in effect on June 30, 2021.~~
- 7 B. Effective July 1, 2023~~2~~, all Salary Ranges described in Section A will be increased by
- 8 an additional ~~two percent~~four percent (4~~2~~%). This increase will be based upon the
- 9 salary schedule in effect on June 30, 2023~~2~~.
- 10 C. Effective July 1, 2024, all Salary Ranges described in Section A will be increased by
- 11 an additional three percent (3%). This increase will be based upon the salary schedule
- 12 in effect on June 30, 2024.
- 13 D. Employees who are paid above the maximum for their range on the effective date of
- 14 the increase described in B and C above will not receive the specified increase to their
- 15 current pay unless the new range encompasses their current rate of pay.
- 16
- 17 ~~E. Effective on the first available pay period following ratification as determined by the~~
- 18 ~~Employer, Pay Table BR Range 02 will be increased by one percent (1%). This~~
- 19 ~~increase will be based upon the salary schedule in effect June 30, 2021.~~
- 20
- 21 ~~F. Effective no more than forty five (45) days following ratification on the first available~~
- 22 ~~pay period as determined by the Employer, Pay Table BR, Range 02 will be increased~~
- 23 ~~by five percent (5%) for recruitment and retention purposes. The recruitment and~~
- 24 ~~retention increase will be applied after the across the board increase described in~~
- 25 ~~Section E. The new step values shall align with the 7/1/2021 rates of UWMC Montlake~~
- 26 ~~Pay Table BJ, Range 02.~~
- 27
- 28 G.E. Effective no more than forty five (45) days following ratification on the first available
- 29 pay period as determined by the Employer, Effective with the increases listed in B and
- 30 C above, the values on Pay Table BR, Range 03 will be increased to reflect eight
- 31 percent (8%) above Table BR, Range 02 at each step of the wage scale. The eight
- 32 percent (8%) difference will be maintained throughout the life of this agreement.
- 33

PREMIUMS

HMC Registered Nurse Bargaining Unit/ALNW Bargaining Unit

37	Evening shift differential	\$2.50
38	Night shift differential	\$4.50
39	Standby Pay (for 0 to 30 hours per pay period)	\$4.25 <u>\$7.00</u>
40	Standby Pay (for hours over 30 per pay period)	\$6.25
41	Weekend	\$4.00
42	Preceptor	\$1.50
43	Certification	\$1.25
44	Temporary Float premium (Does not apply to ALNW unit)	\$3.75
45		
46		
47		
48	<u>ECMO (Extracorporeal Membrane Oxygenation)</u>	<u>\$4.00</u>
49	Charge	\$2.50

50

1	BSN	\$1.00
2		
3	Social Worker/Dietitian/SLP Unit	
4		
5	Evening shift differential:	\$2.00
6	Night shift differential:	\$2.75
7	Standby pay:	\$4.00
8	Weekend:	\$2.50
9	Dietitian/SLP	
10	Certification:	\$1.25
11		
12	Dietitian	
13	Preceptor	\$1.50
14		
15	Social Worker	
16	License Pay	\$1.50
17	Preceptor	\$1.50
18	Weekend Coordinator	\$2.00
19		
20	PA-ARNP Bargaining Unit	
21		
22	Evening shift differential:	\$2.50
23	Night shift differential:	\$4.50
24	Standby pay:	\$4.00
25	Weekend:	\$4.00
26	Certification:	\$1.25
27	Preceptor:	\$1.50
28		
29	Professional/Technical Bargaining Unit	
30		
31	Evening shift differential:	\$2.00
32	Night shift differential:	\$2.75
33	Standby Pay (for 0 to 30 hours per pay period):	\$4.00
34	Standby Pay (for hours over 30 per pay period):	\$6.00 <u>\$7.00</u>
35		
36	Weekend:	\$2.50
37	Certification:	\$1.25
38	Substitute lead:	\$2.00
39	Modality Pay 1	\$1.25
40	Modality Pay 2	\$1.50
41	Modality Pay 3	\$1.75
42		
43	Effective July 1, 2022	
44	Standby Pay (for 0 to 30 hours per pay period)	\$5.00
45	Standby Pay (for hours over 30 per pay period)	\$7.00
46		
47	Imaging Technologist Supervisor Bargaining Unit	
48		
49	Evening shift differential:	\$2.00
50	Night shift differential:	\$2.75

1	Standby Pay (for 0 to 30 hours per pay period):	\$4.00
2	Standby Pay (for hours over 30 per pay period) :	\$6.00 <u>\$7.00</u>
3	Weekend:	\$2.50
4	Certification:	\$1.25
5	Substitute lead:	\$2.00
6	Modality Pay 1	\$1.25
7	Modality Pay 2	\$1.50
8	Modality Pay 3	\$1.75

9

10 **Respiratory Care / Anesthesiology Technician / Electroneurodiagnostic**
11 **Technologist Bargaining Unit**

12

13	Evening shift differential:	\$2.00
14	Night shift differential:	\$2.75
15	Standby Pay (for 0 to 30 hours per pay period):	\$4.00
16	Standby Pay (for hours over 30 per pay period) :	\$6.00 <u>\$7.00</u>
17	Weekend:	\$2.50
18	Substitute lead	\$2.00
19	Certification Pay	\$1.25
20	Preceptor	\$1.50

21

22 Respiratory Care Practitioner, Respiratory Care Lead, and Respiratory Care Specialist
23 ECMO (Extracorporeal Membrane Oxygenation) \$4.00

24

25

26

27 Electroneurodiagnostic Technologist Bargaining Unit

28 Effective July 1, 2022

29 ~~Standby Pay (for 0 to 30 hours per pay period)~~ ~~\$5.00~~

30 ~~Standby Pay (for hours over 30 per pay period)~~ ~~\$7.00~~

31

32 **Pharmacy Technician Bargaining Unit**

33 Standby pay: \$4.00

34 Evening shift differential: \$2.00

35 Night shift differential: \$2.75

36 Weekend: \$2.50

37

38

39 45.13 Charge Nurse. A Registered Nurse 2 (staff nurse) who is assigned responsibility for an
40 organized unit for a period of four (4) or more hours. Charge nurse responsibility shall not
41 overlap on the same shift. "Organized unit" shall be defined by the Employer. Upon
42 successful completion of the probationary period, all nurses shall be eligible to apply for
43 training as charge nurse. If a nurse is not accepted into training, the nurse will receive an
44 explanation.

45

46 Management will make a good faith effort not to assign charge duty to a float nurse. Nurses
47 regularly assigned to a specific unit and who are qualified to act in charge will be placed
48 in charge before a nurse floated to that unit is placed in charge. On all units, the charge
49 nurse will use their professional judgment when it is necessary to take patients, based on

1 patient needs and nurse competency. Nurses floating to a unit shall then be assigned
2 charge only by mutual consent.

3
4 It is within the role of the Charge nurse to determine the need for additional staff based on
5 a thorough assessment of patient needs, unit activity, and available resources and to
6 make the appropriate recommendation to the staffing office/manager.

7
8 45.14 Preceptor. A Registered Nurse 2, PA-ARNP, Social Worker, Dietitian, END Technologist,
9 Respiratory Care Practitioner or Anesthesia Technician may serve as a preceptor after
10 successfully completing a preceptor workshop or equivalent documented training and
11 agreeing to and being appointed to be specifically responsible for planning, organizing,
12 and evaluating the new skill development of one or more employees as appropriate
13 enrolled in a defined orientation program, the parameters of which have been set forth in
14 writing by the Employer. This includes teaching, clinical supervision, role modeling,
15 feedback, evaluation (verbal and written) and follow up of the new or transferring
16 employee.

17
18 The preceptor is eligible to receive preceptor premium pay when actually engaged in
19 preceptor role responsibilities with/on behalf of the orienting employees.

20
21 An employee substituting for the original preceptor during a period of absence and who
22 has been designated to carry out the preceptor's complete responsibility (including
23 following and/or adjusting the plan to meet learning needs and providing oral and written
24 evaluation input) will receive preceptor pay.

25
26 A preceptor may be assigned to a student when it is determined by the Employer that the
27 employee has completed the required preceptor training or has agreed to and been
28 appointed a preceptor. The employee is specifically responsible for planning, organizing,
29 and evaluating the new skill development of the student as appropriately enrolled in a
30 defined program, the parameters of which have been set forth in writing by the Employer.
31 This includes teaching, clinical supervision, role modeling, feedback, evaluation (verbal
32 and written) and follow up of the student.

33
34 45.15 Certification

35 Certification pay rewards employees for obtaining certifications that develop skills or
36 knowledge above and beyond what is required in their job. The employer does not
37 provide certification pay for certifications that are required to perform the job.

38
39 Registered Nurses. Nurses certified in a specialty area by a national organization and
40 working in that area of certification shall be paid a premium provided the particular
41 certification has been approved by the Associate Administrator for Patient Care, or
42 designee, and further provided that the nurse continues to meet all educational and other
43 requirements to keep the certification current and in good standing. A certified nurse is
44 eligible for only one certification premium regardless of other certifications the nurse may
45 have. Certified nurses will notify their respective Director/Manager in writing at the time
46 certification is received, providing a copy of the original certification document.
47 Certification pay will be effective the first full pay period after the date documentation is
48 received by the Director/Manager.

49
50 Imaging Technologists/Diagnostic Medical Sonographers.

1 Imaging Technologists/Diagnostic Medical Sonographers, certified in a specialty area by
2 a national organization and working in that area of certification shall be paid a premium
3 provided the particular certification has been approved by the Administrative Director,
4 Radiology, or designee, and further provided that the employee continues to meet all
5 educational and other requirements to keep the certification current and in good standing.
6 A certified employee is eligible for only one certification premium regardless of other
7 certifications the employee may have. Certified employees will notify their respective
8 Supervisor/Manager in writing at the time certification is received, providing a copy of the
9 original certification document. Certification pay will be effective the first full pay period
10 after the date documentation is received by the Supervisor/Manager and apply only to
11 regular hours worked.

12
13 Respiratory Care. A Respiratory Care Practitioner/Lead/Specialist certified in their
14 specialty area by a national organization and working in that area of certification shall be
15 paid a premium provided the certification has been approved by the Respiratory Care
16 Manager or designee. A Respiratory Care Practitioner/Lead/Specialist is eligible for only
17 one certification premium regardless of other certifications the employee may have.
18 Certified employees will notify their respective Supervisor/Manager in writing at the time
19 certification is received, providing a copy of the original certification document.
20 Certification pay will be effective the first full pay period after the date documentation is
21 received by the Supervisor/Manager.

22
23 Respiratory Care Practitioners who were both hired and receiving certification pay prior to
24 July 1, 2017, for being registered as a Registered Respiratory Therapist (RRT) by the
25 National Board for Respiratory Therapy will continue to receive certification pay. However,
26 they will not be eligible for any additional certification premium.

27
28 Anesthesia Technicians. Anesthesia Technicians certified in their specialty area by a
29 national organization and working in that area of certification shall be paid a premium
30 provided the particular certification has been approved by the Director of Perioperative
31 Services, or designee, and further provided that the employee continues to meet all
32 educational and other requirements to keep the certification current and in good standing.
33 A certified employee is eligible for only one certification premium regardless of other
34 certifications the employee may have. Certified employees will notify their respective
35 Supervisor/Manager in writing at the time certification is received, providing a copy of the
36 original certification document. Certification pay will be effective the first full pay period
37 after the date documentation is received by the Supervisor/Manager.

38
39 Electroneurodiagnostic Technologists. Electroneurodiagnostic Technologists certified in a
40 specialty area by a national organization and working in that area of certification shall be
41 paid a premium provided the particular certification has been approved by the appropriate
42 divisional Administrative Director, or designee, and further provided that the employee
43 continues to meet all educational and other requirements to keep the certification current
44 and in good standing. A certified employee is eligible for only one certification premium
45 regardless of other certifications the employee may have. Certified employees will notify
46 their respective Supervisor/Manager in writing at the time certification is received,
47 providing a copy of the original certification document. Certification pay will be effective
48 the first full pay period after the date documentation is received by the
49 Supervisor/Manager.

50

1 The Imaging Technologist Supervisors and Imaging Technologist Education QA. The
2 Imaging Technologist Supervisors and Imaging Technologist Education QAs who obtain
3 and maintain their registration through the American Registry of Radiologic Technologists
4 (ARRT) in more than one (1) modality will be paid one dollar and twenty-five cents (\$1.25)
5 per hour premium for all hours in paid status.
6

7 A. Employees will be eligible for the premium if:

- 8
- 9 1. The certification has been presented to and approved by management;
 - 10 2. The employee continues to meet all educational and other requirements to keep
11 the certification current and in good standing;
 - 12 3. The employee is working or supervising in the area of certification.
13

14 Once the above criteria are satisfied, the employee will begin earning the certification
15 premium at the beginning of the next available pay period.
16

17 B. An employee is eligible for only one certification premium regardless of other
18 certifications the employee may have.
19

20 C. Employees will notify their Appointing Authority or designee if their certification has
21 expired, or has been restricted, revoked or suspended within twenty-four (24) hours
22 of expiration, restriction, revocation or suspension, or prior to their next scheduled
23 shift, whichever occurs first.
24

25 PA-ARNPs. Advanced Registered Nurse Practitioners and Physician Assistants, certified
26 in a specialty area by a national organization and working in that area of certification, shall
27 be paid a premium provided the particular certification has been approved by the
28 Associate Administrative, or designee. The certification must be renewable with ongoing
29 continuing education in the specialty area. The employee is only eligible to receive
30 certification pay if their certification is germane to their current clinical area of practice.
31 This determination is the role of the Administrator or designee.

32 A certified employee is eligible for only one (1) certification premium regardless of other
33 certifications the employee may have. At least one (1) year of work experience as a PA-
34 ARNP is required prior to eligibility. Certified employees will notify their respective
35 Supervisor/Manager in writing as well as nurse recruiting at the time certification is
36 received, providing a copy of the original certification document. Certification pay will be
37 effective the first full pay period after the date documentation is received by the
38 Supervisor/Manager. The employer reserves the right to determine if the certifying body
39 is in good standing for the purpose of certification pay.
40

41 45.16 Bachelor of Science in Nursing (BSN). The BSN Premium pay will be effective the first full
42 pay period after the date that a primary source documentation is received and approved
43 by the Supervisor/Manager.
44
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46
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Tentatively Agreed To:	
For the Union:	For the Employer:
<p>DocuSigned by: <i>Justin Nowinger</i> 08A6CB801091432...</p>	<p>DocuSigned by: <i>Laura Hartless</i> 1CB62316D8AE4A0...</p>
Date: 10/4/2022	Date: 10/4/2022

ARTICLE 46 – PRIVACY

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13

- 46.1 Personnel, medical records, and other employment related files containing personal employee information, will be kept confidential in accordance with state and federal law and University policy.
- 46.2 The Employer will make a reasonable attempt to notify affected current employees when a public disclosure request, in which they are named, is received for information from their personnel file. The Employer will copy the Union on the notification to the employee. This notification does not apply to any public disclosure request from the employee, a request from the Union, one that includes a release signed by the employee, or a request for information otherwise available to the public.

ARTICLE 47 – AIRLIFT NORTHWEST

Only the following language in this article applies to the Airlift Northwest Bargaining Unit and shall constitute the whole agreement between the union and the University regarding these employees.

47.1 Airlift Northwest Registered Nurse Bargaining Unit

Job Code	Job Profile
18908	Flight Nurse (E S SEIU 1199NW ALNW)
21038	Flight Nurse (NE H Temp SEIU 1199NW ALNW)
17883	Flight Nurse (NE S SEIU 1199NW ALNW)
18909	Flight Nurse, Senior (E S SEIU 1199NW ALNW)
21039	Flight Nurse, Senior (NE H Temp SEIU1199 NW ALNW)
21761	Flight Nurse, Senior (NE S SEIU 1199NW ALNW)
XXXXX	Flight Paramedic

47.2 Full-Time Employees. For Airlift Northwest Bargaining Unit Members – an employee who is classified staff and is regularly scheduled two hundred and forty (240) hours in a six (6) week period.

47.3 Part-Time Employees. For Airlift Northwest Bargaining Unit Members – an employee who is classified staff and is regularly scheduled less than two hundred and forty (240) hours in a six (6) week period.

47.4 Licensed/Certified Employees. Employees who must be licensed by the State of Washington or possess a specific certification must update and maintain current their license or certification to practice in their classification. For Airlift Northwest bargaining unit members the Employer will pay for the state nursing license that the ALNW Registered Nurse needs for the state that the nurse does not live in.

47.5 Probationary Period/Trial Service Period.

Probationary Period. A probationary employee is an employee in a permanent position 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 six (6) months. After six (6) months of continuous employment, the employee will attain permanent status. Any paid or unpaid leave taken during the probationary period will extend the period for an amount of time equal to the leave. Probationary period employees have no layoff or rehire rights. During the probationary period an employee may be terminated without notice and without recourse to the grievance procedure.

By mutual agreement the Employer and an employee may extend the probationary period up to an additional six (6) months. Extension will be in no more than three (3) month increments. In no event will the probationary period exceed twelve (12) months.

Trial Service Period.

A. An employee with permanent status who accepts a position in a job classification for which they have not previously attained permanent status will serve a six (6) month trial service period.

- 1 1. Any employee serving a trial service period may have their trial service period
- 2 extended, on a day-for-a-day basis, for any day(s) that the employee is on leave
- 3 without pay or shared leave, except for leave taken for military service.
- 4 2. An employee serving a trial service period may voluntarily revert to their former
- 5 permanent position within six (6) weeks of the appointment, provided that the
- 6 position has not been filled or an offer has not been made to an applicant. After
- 7 six (6) weeks employees may revert to their former position with Employer
- 8 approval.
- 9 3. In the event the former position has been filled with a permanent employee, the
- 10 employee will be placed on the rehire list.
- 11 4. The reversion of employees who are unsuccessful during their trial service period
- 12 is not subject to the grievance procedure in Article 6.
- 13
- 14 B. An employee who voluntarily moves from one position in the bargaining unit to another
- 15 within the same job classification (excluding shift changes on a given work unit) shall
- 16 have a trial service period of six (6) weeks. During the trial service period either the
- 17 employee or the employer may elect for the employee to return to their position without
- 18 notice and without recourse to the grievance procedure. In the event the former
- 19 position has been filled with a permanent employee, the employee will be placed on
- 20 the rehire list.

21

22 47.6 Elective Educational and Professional Leave.

23 Request for educational and professional leave shall be submitted in writing on the

24 appropriate form to the immediate supervisor with at least fourteen (14) days' notice and

25 shall be responded to in writing, including the reason for any denial, within fourteen (14)

26 days of the receipt of the request.

27

28 Such leave shall be subject to budgetary considerations, the scheduling requirements of

29 the Employer, and approval by the Chief Flight Nurse, ~~Director of Operations~~ Regional

30 manager, Department head or designee, of the subject matter to be studied. Such leave

31 may be used on an hourly basis if staffing permits.

32

33 For purposes of this Article, educational and professional leave shall be defined as:

- 34
- 35 A. short-term conferences for educational and professional growth and development in
- 36 the employee's specialty;
- 37 B. enhancement and expansion of clinical skills for positions at ALNW;
- 38 C. meetings and committee activities of the employees' respective professional
- 39 associations which are designed to develop and promote programs to improve the
- 40 quality and availability of service and health care;
- 41 D. those inservice educational programs attended on a voluntary basis; and
- 42 E. any educational programs necessary to maintain licensure.

43

44 ALNW registered nurses will be granted a minimum of forty (40) hours of

45 educational/professional leave per fiscal year. The Employer may grant up to eighty (80)

46 hours of leave per year. Both are pro-rated for FTE.

47

48 47.7 Education Support Funds.

1 The Employer will provide \$600.00 (six hundred dollars) per bargaining unit nurse FTE
2 at the beginning of each fiscal year (pro-rated for part-time nurses that are less than
3 ninety percent (90%) FTE) to pay for continuing education expenses.
4

5 Additionally, ALNW will reimburse Alaska based Flight Nurses with an FTE of .6 or
6 greater up to four hundred fifty dollars (\$450.00) each fiscal year for travel booked by the
7 Flight Nurse in order to attend education courses not offered by the Employer.
8

9 ALNW will continue to provide all legal and regulatory required training within the
10 mandated timelines.
11

12 47.8 Equipment

13 The following equipment will be provided by Airlift Northwest:

14 Nomex flight suits – three (3) flight suits for nurses who are .9FTE or greater; two (2)
15 flight suits for nurses who are between .5 and .9FTE. Flight suits will be replaced as
16 needed.
17

18 Boots – boots that meet OSHA requirement of protection with a protective toe shield will
19 be provided to a value of one hundred and fifty dollars (\$150.00).
20

21 Helmet – Airlift Northwest will provide a helmet.
22

23 Additional allowance – Airlift Northwest will provide up to three hundred dollars (\$300.00)
24 annually for current and new employees for the purchase of nomex coats, vests, hearing
25 dampening devices or boots that exceed the value of the amounts above. Receipts must
26 be provided for reimbursement and Airlift Northwest reserves the right to require that
27 items portray a professional image.
28

29 Employees will be responsible for the normal upkeep of the equipment issued by the
30 Employer. The replacement of unserviceable or lost items will be made upon surrender
31 of the items or proof of loss in accordance with terms of the list of equipment above. All
32 equipment provided to employees, either directly or by allowance funding, must be
33 utilized by employees at work.
34

35 Safety equipment will be replaced when the manufacturer's timeline indicates expiration.
36

37 The ALNW Safety Committee may recommend the issuance of additional
38 equipment/clothing for all ALNW nurses, or for a specifically unique station or region.
39

40 47.9 Mileage and Per Diem

41 The Employer will provide mileage and meal reimbursement in accordance with
42 University and ALNW Policy.
43

44 47.10 ALNW Safety Committee

45 The Airlift Northwest Safety Committee will strive to create the safest work environment
46 possible. The Airlift Northwest Safety Committee will review and make recommendations
47 regarding all aspects of safety that may impact employees and patients including, but
48 not limited to, safety-related policies and equipment. The Airlift Northwest Safety
49 Committee may also oversee the impact of any modifications to safety-related policies
50 and/or equipment. The Safety Committee shall include a time frame for response from

1 Airlift Northwest management when issuing recommendations regarding safety-related
2 policies or equipment. Normally, responses will be made at a future Safety Committee
3 meeting.
4

5 Committee Make-Up:

6 A. The Airlift Northwest Safety Committee will have two (2) co-chairs. The union may
7 appoint up to three members to the Airlift Northwest Safety Committee, one of whom
8 will act as co-chair. The Safety Committee will appoint the other co-chair, who may
9 be one of the other union appointed members. If the members of the Safety
10 Committee determine that its membership is not adequately diverse to address all
11 potential safety issues appropriately, it may authorize the appointment of an
12 additional member from the bargaining unit. The union will make a good faith effort to
13 appoint members with diverse skill and geographic knowledge.
14

15 The Airlift Northwest Administrator most responsible for safety matters and at least
16 one (1) AOC will attend Airlift Northwest Safety Committee meetings.
17

18 B. Committee paid time: Safety Committee meetings are open to all employees. For
19 nurses appointed to the Airlift Northwest Safety Committee attendance at committee
20 meetings and performing work assigned to them by the committee (e.g. policy
21 review; equipment review) will be considered work time and paid appropriately.
22 Employees who attend Safety Committee meetings who are not members of the
23 committee will be considered in pay status only if the meeting overlaps with their
24 regular schedule and if attendance does not impede their ability to perform their
25 normal duties.
26

27 C. EE Education/Awareness: At the time of the new employee orientation all new
28 employees will be given information regarding the Safety Committees, including but
29 not limited to, the committee's mission, meeting time and location, members and
30 location of agendas and minutes.
31

32 D. Accountability: The employer will make a good faith effort to accommodate off-site
33 employees by video or tele-conferencing.
34

35 Any employee may submit safety suggestions to the Safety Committee for review
36 and recommendation. Submissions may also be brought directly to the committee by
37 committee members. The Safety Committee will maintain an on-going tracking and
38 charting system for all safety concerns which shall include a summary of each safety
39 concern brought to the committee, any action plan developed to address the concern
40 and any resolution, if any, that is reached.
41

42 The date, time, location and agenda of each Safety Committee meeting will be
43 posted to all employees at least two weeks ahead of each meeting.
44

45 E. Communication: All Safety Committee minutes will be posted electronically and
46 stored on an internal drive that employees can access.
47

48 The Safety Committee is charged with maintaining an on-going tracking and charting
49 system for all safety concerns. This chart will include, but is not limited to:
50

1. An outline of each concern brought to the Safety Committee or being addressed by the Safety Committee.
2. The action plan to address the concern or issue.
3. The evidence of resolution as it is reached

F. Safety Audits: The Employer will conduct independent safety audits of all vendor's aircraft annually and in accordance with CAMTS requirements. The audit reports will be provided to the safety committee and shared with the staff at an all-staff meeting.

47.11 Aircraft out of Service

Employer, at its discretion, may assign the nurse to work at another Airlift Northwest facility or assign other work as determined. The Employer will attempt to assign employees within their geographical region.

For Flight Nurses working in Juneau: In a rolling three month period, Flight Nurses will not be required to use more than twenty-four (24) hours of vacation time, compensatory time, holiday credit, leave without pay, or a combination thereof, for any aircraft out of service for three or more consecutive days. If an aircraft is out of service two or more times in a rolling three month period as described above, this will trigger an emergency JLM to discuss the impacts.

If the nurse has already reported to work and the Employer assigns the nurse to work at another Airlift Northwest facility, travel time will be considered duty time.

ALNW will make a best faith effort to allow staff enough drive time to be included such that they could be back at their original Base by their scheduled time off (currently no guarantee under any shift) and will pay the appropriate rate of pay (over-time or double-time) if on flight-related duty. ALNW will pay one and a half (1 ½) hour of drive time from Boeing Field for Arlington, Olympia, and Bremerton, two (2) hours for Bellingham, up to two and a half (2 1/2) hours for Yakima, and up to three (3) hours for Wenatchee and three and a half (3 ½) for Pasco all at straight time, if the employee does not get off at their originally scheduled shift's end from Boeing Field.

If there is no other work to do, the nurse may choose to use leave without pay or annual leave, if available, to cover the nurse's scheduled work time.

47.12 Stuck Out of Town

When employees are stuck out of town on their duty off time past their scheduled shift, they will receive pay, at an overtime rate, for all hours (hour for hour) until they return to their home base. they will receive either four (4) or eight (8) hours of pay for each day they are stuck out of town. If the employee returns in four (4) or fewer hours of their duty off time they receive four (4) hours of pay at the overtime rate of pay. If the employee returns after more than four (4) hours of their duty off time they will receive eight (8) hours of pay at the overtime rate of pay. This includes time to complete all aspects of the mission including but not limited to charting.

47.13 Official Duty Station

Each bargaining unit employee will be assigned an official duty station.

A. The Joint Labor Management Committee may review how the schedule is working.

1 B. Training more than one hundred (100) miles from base will be allowed lodging and
2 food per diem, unless trainings are on consecutive days, in which case nurses more
3 than eighty (80) miles will receive lodging and food per diem. Juneau nurses will in
4 addition receive airfare and car rental.
5

6 47.14 Juneau Base Staffing

7 Management will work toward maximizing the number of twenty-four (24)-hour shifts at
8 the Juneau Base.
9

10 Shift start times will be set based on the needs of the community and timing of highest
11 flight volume. If management must change a start time, affected RNs will be notified of
12 the change at least four (4) weeks prior to its implementation.
13

14 47.15 Nurse Replacement

15
16 If a flight RN calls in sick the shift will first be offered as extra straight time to other flight
17 RNs at the base. If not filled, the shift will be offered as extra straight time to other flight
18 RNs at other bases.
19

20 If there are open shifts or FMLA after schedule posts, shifts will be filled in this order:

- 21 A. Anyone needing to meet their FTE including sick floats (if they have not gotten their
22 FTE);
23 B. Intermittent and Nonpermanent (if it does not put them into overtime);
24 C. Base staff at EST;
25 D. All staff at EST;
26 E. Pro-staff or residents, if they have gone through MD core and signed off by
27 Dr./Education;
28 F. Base staff at OT;
29 G. All staff at OT.
30

31 47.16 Hours of Work and Overtime

32
33 A. Work Day

34 The length of the workday may vary depending on the base and/or aircraft. The
35 Employer and the Union will make a good faith to discuss changes to the scheduled
36 length of a workday at a given base and/or aircraft at a JLM.
37

38 Except in emergent medical situations, the employer will make a good faith effort to
39 end duty shifts on time in an effort to minimize mandatory overtime.
40

41 B. Overtime

42 Both the Employer and the Union concur that overtime shall be minimized. Overtime
43 at time and one half (1 ½) shall be paid for hours worked beyond an employee's
44 regularly scheduled shift in one day, or for hours worked beyond the full-time work
45 schedule in accordance with the definition of the work period for a full-time classified
46 employee in Article 47.2. Overtime at the rate of double time (2x) will be paid for
47 continuous hours worked beyond twelve (12) for a twelve (12) hour scheduled shift
48 and for continuous hours worked beyond twenty-four (24) hours when the flight nurse
49 is in flight status. This includes time to complete all aspects of the mission including

1 but not limited to charting. Sick leave paid for will not count toward the calculation of
2 overtime.

3
4 The straight time hourly rate of pay used for the calculation of overtime shall include
5 all differentials and premiums that are considered part of the employee's regular rate
6 of pay.

7
8 Under the KRONOS system, overtime will be triggered and compensated to the
9 nearest minute beyond a seven (7) minute grace period before/after a scheduled
10 shift.

11
12 As an option to wage payment above, an employee may request to accrue
13 compensatory time on the basis of one and one-half (1 ½) the amount of overtime
14 worked, or double time for registered nurses as appropriate. The Employer will allow
15 the accrual of up to forty (40) hours of compensatory time calculated on a rolling
16 basis. The Employer will consider special circumstances when deciding whether or
17 not to grant the accrual of compensatory time in excess of forty (40) hours (e.g.
18 advanced knowledge that an employee will be taking a long-term leave in the near
19 future and the accrued time would be used to cover for all or part of that leave). This
20 is not intended to upset any formal department policies regarding the accrual and
21 use of compensatory time that exceed this unless there is agreement to do so.
22 Accrued compensatory time will be scheduled off in a manner similar to the
23 scheduling of vacation days requested off.

24
25 C. Compensatory Time Cash Out:

26 If compensation is paid to an employee for accrued compensatory time, such
27 compensation shall be paid at the regular rate earned by the employee at the time
28 the employee receives such payment.

29
30 All compensatory time must be used by June 30th of each year. The employee's
31 compensatory time balance will be cashed out every June 30th or when the
32 employee leaves University employment for any reason. The employee's
33 compensatory time balance may be cashed out when the employee:

- 34
35 1. Transfers to a position in their department with different funding sources or,
36 2. Transfers to a position in another department.

37
38 Sick call coverage at designated bases will be offered based upon desired crew skill
39 mix, to the official duty station nurses first then if they remain uncovered will be
40 offered to other duty station nurses for coverage.

41
42 D. Work Schedule

43 The Employer shall plan and post the work schedule. The work schedule will be
44 posted at least two weeks prior to the beginning of the schedule. Schedule requests
45 should be submitted at least four weeks before the schedule is posted. Prior to the
46 schedule being posted, factors such as staff requests, unexpected leaves of absence
47 or terminations may affect the approval of schedule requests. After the schedule is
48 posted an individual employee's schedule may be changed only by mutual
49 agreement between the supervisor and employee concerned.
50

1 Should the Employer propose changing either the length of the schedule or work
2 day, the Employer will comply with the requirements of, "Change in Working
3 Conditions," contained in this Article.
4

5 E. Weekends

6 Weekend scheduling will be done in accordance with current practice. Weekend
7 premium will be based on a majority of hours worked over the weekend period (e.g.
8 – a nurse who works a twenty-four (24) hour shift beginning at 7:00am on Friday will
9 receive no weekend premium. A nurse who works a twenty-four (24) hour shift
10 beginning at 7:00am on Saturday or Sunday morning will receive weekend premium
11 for twenty-four (24) hours).
12

13 G. Work in Advance of Shift

14 When an employee at the request of the Employer reports for work in advance of the
15 assigned shift and continues working through the entire scheduled shift all hours
16 worked prior to the scheduled shift shall be paid at the appropriate overtime rate.
17

18 47.17 Change in Working Conditions

19 The Employer will give the Union notice and opportunity to bargain the impact of any
20 change in working conditions including, but limited to, crew skill mix, team configuration,
21 or mode of transportation. The Employer will make a good faith effort to discuss potential
22 changes in working conditions at a JLM prior to notifying the Union.
23

24 47.18 Sick Leave Usage for Travel

25 Nurses may use sick leave to account for travel time for medical appointments/
26 procedures that require the nurse to leave the nurse's home area. To use sick leave the
27 travel time must overlap with the nurse's regularly scheduled work. Nurses will make a
28 good faith effort not to schedule medical appointments/procedures after the work
29 schedule has been posted.
30

31 47.19 Union Delegates. Union delegates are Airlift Northwest employees who are members of
32 the bargaining units. The Employer recognizes the right of the Union to designate one
33 union delegate from each Base and an additional delegate for the Seattle Base.
34

35 A Union delegate who is a bargaining unit employee and is processing a grievance in
36 accordance with the Grievance Procedure shall be permitted reasonable time to assist in
37 the resolution of recognized employee grievances on the Employer's property without loss
38 of pay or recorded work time. Time off for processing grievances which have been filed
39 shall be granted to a Union delegate by supervision following a request but in
40 consideration of any job responsibilities. If permission for time off cannot be immediately
41 granted, the supervisor will arrange for time off at the earliest possible time thereafter or
42 the Employer and Union representative may provide for a Union delegate outside the area
43 of jurisdiction to assist in the Grievance Process.
44

45 The Union shall prevail upon all employees in the bargaining units and especially Union
46 delegates to make a diligent and serious attempt to resolve complaints at the lowest
47 possible level. The Employer, likewise, shall prevail upon its supervisory personnel to
48 cooperate fully with the Union delegates and other Union representatives in the speedy
49 resolution of any grievances that may arise.
50

1 Delegates will normally process grievances only in their own base.
2

3 The Union shall annually submit an up-to-date list to the Office of Labor Relations
4 indicating the names of all Union delegates, their work locations and jurisdiction. The
5 Office of Labor Relations shall be notified of changes as they occur. Union delegates shall
6 not be recognized until the Office of Labor Relations is informed of their appointment.
7

8 47.20 Delegate Training. During each year of this Agreement, the Union may use up to eight (8)
9 hours each for two (2) Airlift Northwest RNs of paid release time to participate in delegate
10 training sponsored by the Union.
11

12 The Union shall submit to the Office of Labor Relations and affected departments at
13 least four (4) weeks in advance, the names of those delegates who will be eligible for
14 each training course.
15

16 Time off for these purposes shall be approved in advance by the employee's supervisor
17 and will be contingent upon the supervisor's ability to provide proper work coverage
18 during the requested time off.
19

20 47.21 Bereavement Leave.

21 For Airlift Northwest members, paid leave in addition to any other form of paid leave
22 shall be granted for bereavement as follows: two (2) shifts totaling up to forty-eight (48)
23 hours within a seven (7) day period starting from first day of bereavement shall be
24 granted for each death of a family member.
25

26 47.22 Joint Labor/Management Committees: Purpose and Membership. Joint Labor/
27 Management Committees are established to provide a forum for communications and
28 problem-solving between the two parties and to deal with matters of a general personnel
29 Union/Employer concern, as well as professional practices within the hospital related to
30 patient care and professional issues. The Committees will work toward the improvement
31 of patient care and recommend ways and means to improve patient care; and will address
32 problems and concerns related to staffing and workloads. The Committees' function will
33 be limited to an advisory capacity and shall not include any decision making or collective
34 bargaining authority.
35

36 47.23 Meetings Committee meetings may be requested by an authorized representative of either
37 party. The Committee may meet more or less frequently as mutually agreed upon between
38 the parties but the Committee shall schedule on a predetermined basis a meeting every
39 other month and otherwise as needed. A Committee meeting shall normally be held during
40 the day shift and at a mutually agreeable time and date. Employee members shall
41 experience no loss in salary for meeting participation. Committee members shall be given
42 release time for attendance at committee meetings held during working hours.
43

44 Agenda items must be provided at least seven (7) business days in advance of the
45 meeting. If agenda items are not provided at least seven (7) business days in advance of
46 the meeting the meeting may be canceled by either party.
47

48 Committee Work. All time spent by employees on Employer established committees and
49 committees mentioned in this contract (including side letters) shall be considered paid
50 release time (provided the employee is scheduled to work during the time of the committee

1 meeting) and shall be paid at the regular rate of pay. Those employees for whom part of
2 their FTE is dedicated to committee work, and who serve as a chair on the Clinical Practice
3 and Quality Committee or the Safety Committee, will receive a premium of \$2.50 per hour
4 for that portion of their FTE dedicated to committee work.
5
6

7 47.24 Job Posting & Transfer ALNW Bargaining Unit Employees will be made aware of open
8 ALNW positions prior to making those positions known to external to ALNW candidates.
9 Employees will be made aware of the location of the base, as well as the FTE needed for
10 that base. When selecting between internal candidates, if all other qualifications are
11 considered equal, Seniority (first by Base and then by length of unbroken service with
12 ALNW) shall be the determining factor on a transfer to a different shift or section providing
13 skill, competence, ability, experience are considered equivalent. Such a transfer may be
14 delayed until the vacancy created by the transfer is replenished, if a nurse's vacancy of
15 their position will unduly impact the operations of the base they are leaving. All ALNW
16 nurse job openings will be emailed internally two (2) weeks prior to being posted externally.
17 If the internal transfer is requested by a nurse prior to completion of their commitment,
18 initial moving cost incentive will be paid back at a prorated amount based on the amount
19 of the commitment that was completed as long as the nurse has completed at least
20 eighteen (18) months of the commitment. ALNW will make every best faith effort to make
21 the internal transfer within six (6) months, but such internal transfer may take up to nine
22 months to occur.
23

24 47.25 Service Commitment. Newly hired nurses and currently employed nurses who voluntarily
25 choose to relocate and receive a relocation allowance may be required to serve for a
26 minimum of two years at their base before they will be considered for transfer to another
27 base. This commitment will not apply when the employer and nurse mutually agree to
28 waive it and when relocation occurs as a result of layoff/rehire.
29

30 47.26 Airlift Northwest Preceptor. Airlift Northwest will pay preceptor pay to assigned nurses who
31 have completed the preceptor work shop and agree to work with assigned new
32 employees, RNs, R3 Residents, and/or ALNW fellows, which will include monitoring and
33 evaluating their training. Such preceptors will be the conduit for the residents to have a
34 consistent and educational experience at Airlift Northwest.
35

36 47.27 Certification Pay. Certification pay rewards employees for obtaining certifications that
37 develop skills or knowledge above and beyond what is required in their job. The
38 employer does not provide certification pay for certifications that are required to perform
39 the job.
40

41 Senior Flight Nurses and Flight Nurses certified in a specialty area by a national
42 organization shall be paid a premium provided the particular certification has been
43 approved by the appropriate Employer designee. A flight nurse with a qualifying
44 certification will be eligible for certification premium pay for all hours paid and will
45 continue to receive the premium provided that the flight nurse continues to meet all
46 educational and other requirements to keep the certification current and in good
47 standing. A flight nurse with a qualifying certification is eligible for only one certification
48 premium regardless of other certifications the flight nurse may have. A flight nurse with a
49 qualifying certification will notify their respective Director/Manager in writing at the time
50 certification is received, providing a copy of the original certification document.

1 Certification pay will be effective the first full pay period after the date documentation is
2 received by the Director/Manager.

3
4 47.28 Float Pay. ALNW will pay a float pay premium of \$4.00 per hour to Flight Nurses hired
5 into the float pool.

6
7 47.29 PREMIUMS

8 Evening shift differential	\$2.50
9 Night shift differential	\$4.00
10 Standby Pay	\$4.00
11 Weekend	\$4.00
12 Preceptor	\$1.50
13 Certification	\$1.00

14
15 Effective July 1, 2020:

16 Certification	\$1.25
17 BSN	\$1.00

18
19 47.30 OTHER PROVISIONS. The Following Articles in this Agreement apply to the Airlift
20 Northwest Bargaining Unit:

21 Article 1	Purpose
22 Article 2	Non-Discrimination
23 Article 3	Reasonable Accommodation of Employees with Disabilities
24 Article 4	Recognition/Employer
25 Article 5	Affirmative Action
26 Article 6	Grievance Procedure
27 Article 7	Union Dues Deduction
28 Article 8	Employee Facilities
29 Article 13	Tuition Exemption Program
30 Article 16	Holidays
31 Article 17	Vacation Schedule
32 Article 18	Sick Leave
33 Article 20	Miscellaneous Leave
34 Article 21	Family Medical Leave Act and Parental Leave
35 Article 22	Management Rights and Responsibilities
36 Article 23	Performance of Duty
37 Article 24	Unpaid Holidays for a Reason of Faith or Conscience
38 Article 25	Leave Due to Family Care Emergencies
39 Article 27	Leave Related to Domestic Violence, Sexual Assault or Stalking
40 Article 28	Health Insurance and Pension
41 Article 29	Military Leave
42 Article 30	Workers Compensation Leave
43 Article 32	Subordination of Agreement and Saving Clause
44 Article 33	Complete Agreement
45 Article 34	Duration
46 Article 35	Drug and Alcohol Free Workplace
47 Article 36	Corrective Action/Dismissal Process
48 Article 38	Seniority Layoff and Rehire
49 Article 40	Mandatory Subject
50 Article 41	New Employee Orientation

1	Article 42	Union Activities (except Article 42.6 and 42.7)
2	Article 44	Classification and Reclassification
3	Article 45	Wages and Other Pay Provisions (45.3 Periodic Increments/Salary Step
4		Increments Only)
5		

6 47.31 Seniority Defined. For all purposes except layoff, seniority is defined as the total continuous
7 length of most recent unbroken state service, including adjustment for military service.

8
9 For purposes of layoff within Airlift Northwest seniority shall be defined as the total
10 continuous length of unbroken service as an employee with Airlift Northwest, including
11 adjustment for military service. Ties in seniority within Airlift Northwest will be broken using
12 the following tiebreakers in order:

- 13
14 A. continuous employment with Airlift Northwest
15 B. total employment with Airlift Northwest
16 C. total state service
17 D. FTE
18 E. Years of nursing as determined by the NCLEX exam or foreign country equivalent.
19

20 47.32 Rehire. Laid off employees will be placed on an eligible rehire list(s) designated by the
21 employee for twenty-four (24) months. Employees will be automatically placed on the
22 rehire list for the classification and FTE status from which they were laid off. In addition,
23 based on employee request, employees identified for layoff may be on the following rehire
24 lists:

- 25
26 A. Positions of a lower FTE status in the classification from which the employee was laid
27 off;
28 B. Lower classifications in the series from which the employee was laid off.
29

30 The University will refer an employee from the designated rehire list(s) for any open
31 positions in the layoff unit within .2 FTE of the position from which the employee was laid
32 off for which the laid off employee possesses the essential skills. Employees referred from
33 the rehire list(s) who possess the essential skills needed for a vacant position in the layoff
34 unit will be offered the position prior to the University offering it to any other applicant. The
35 University will refer employees from the rehire list(s) in order of seniority, most senior
36 employee on the list first.
37

38 The University will create and maintain an Airlift Northwest rehire list and any nurse laid
39 off from Airlift Northwest will be placed on that list. Nurses will indicate base preference
40 for rehire. For purposes of placement of a laid off Airlift Northwest nurse on the Airlift
41 Northwest rehire list, seniority will be as defined in 38.1. Nurses laid off from Airlift
42 Northwest may, at their option, choose to be placed on the Harborview Medical Center
43 Registered Nurse rehire list. For purposes of placement of a laid off Airlift Northwest nurse
44 on the Harborview Medical Center Registered Nurse rehire list, Airlift Northwest nurses
45 will be considered the most junior.
46

47 47.33 Rehire Trial Period. Employees placed into vacant positions from the rehire list will serve
48 a two (2) month rehire trial period. During the rehire trial period either party may, at its sole
49 discretion and without resort to the grievance procedure, initiate return to the rehire list.
50 Time spent in a rehire trial period will not count toward the twenty-four (24) month rehire

1 list period. The two (2) month rehire trial period will be adjusted to reflect any paid or
2 unpaid leave taken during the period.
3

4 47.34 Removal from List. For nurses laid off from Airlift Northwest removal from the rehire list
5 will be in accordance with the following:
6

- 7 A. Airlift Northwest nurses may refuse one (1) offer of rehire into a position within ALNW
8 if the position offered is not at the base at which the nurse was working when laid off;
- 9 B. Airlift Northwest nurses will be removed from the rehire list if they accept a position
10 within Airlift Northwest from the rehire list; if they refuse a position within Airlift
11 Northwest at the base the nurse was working when laid off; or, if they refuse any two
12 (2) positions within Airlift Northwest;
- 13 C. Nurses who choose to be placed on the Harborview Medical Center Registered Nurse
14 rehire list will be removed from that list if they accept a position as a result of being
15 referred from the rehire list or if they refuse placement into an offered position;
- 16 D. Removal from the Harborview Medical Center Registered Nurse rehire list will not
17 affect a nurse's status on the Airlift Northwest rehire list.
18

19 47.35 Base Closure. In the event of a base closure the Employer will notify the union and
20 employees as soon as possible. The Employer will provide a minimum of sixty (60) days'
21 notice for the closing of a base outside Washington State and a minimum of six (6) weeks'
22 notice for the closing of a base inside Washington State.
23

24 The employees will be laid off in order of seniority using the following process:

- 25
- 26 A. a bump pool of nurses working in ALNW positions equal to the number of nurses being
27 laid off as a result of the base closure will be developed. The bump pool will consist of
28 the least senior nurses working throughout the Airlift Northwest system.
- 29 B. in order of seniority, nurses from the base being closed will be offered the opportunity
30 to displace any junior nurse in the bump pool.
- 31 C. nurses who choose not to displace a junior nurse from the bump pool and nurses for
32 whom there is no displacement option will be placed on the Airlift Northwest rehire list
33 and will have full rehire rights in accordance with Article 38 – Seniority, Layoff, Rehire.
- 34 D. Nurses displaced as a result of (A) above, will be placed on the rehire list and will not
35 have the opportunity to displace a less senior nurse.
36

37 47.36 Day Basing Airlift Northwest will notify the union and employees as soon as possible in
38 regards to day basing and will make every best faith effort to provide provisions within
39 reason to include a rest area, kitchen, and restroom, but will not guarantee this to be an
40 Airlift Northwest-specific space. Airlift Northwest will make every effort to give staff sixty
41 (60) days' notice.
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Tentatively Agreed To:	
For the Union:	For the Employer:
<p>DocuSigned by: <i>Justin Nowinger</i> 08A6CB801091432...</p>	<p>DocuSigned by: <i>Laura Hartless</i> 1CB62316D8AE4A0...</p>
Date: 10/4/2022	Date: 10/4/2022

ARTICLE 48 – WASHINGTON FAMILY MEDICAL LEAVE PROGRAM*

48.1 Washington Family Medical Leave Program (PFML) effective January 1, 2020

The parties recognize that the Washington State Family and Medical Leave Program (RCW 50A.04) is in effect beginning January 1, 2020 and eligibility for and approval of leave for purposes as described under that Program shall be in accordance with RCW 50A.04. In the event that the legislature amends all or part of RCW 50A.04, those amendments are considered by the parties to be incorporated herein. In the event that the legislature repeals all or part of RCW 50A.04, those provisions that are repealed are considered by the parties to be expired and no longer in effect upon the effective date of their repeal.

Under RCW 50A, employer provided healthcare benefits must be maintained during a PFML leave, so interspersing time off is not required provided the employee qualifies for a reason under the federal FMLA. Under RCW 50A.15.060(2), the University has elected to offer supplemental benefits in the form of bereavement time off when the employee is qualified for PFML family leave per RCW 50A.05.010 10(d), sick time off, vacation time off, personal holiday, holiday credit, holiday taken, or compensatory time off.

Employees requesting PFML benefits through the Employment Security Department must provide notice to the University as outlined under RCW 50A.04.030.

ARTICLE 49 – SALARY OVERPAYMENT RECOVERY

Salary Overpayment Recovery

I. When an Employer has determined that an employee has been overpaid wages, the Employer may recoup the overpayment. The Employer will provide written notice to the employee that will include the following items:

- A. The amount of the overpayment,
- B. The basis for the claim,
- C. A demand for payment, and
- D. The rights of the employee under the terms of this Agreement.

Employees may request a meeting with the Employer and an interpreter to have the overpayment notification explained.

II. Method of Payback

A. The employee must choose one (1) of the following options for paying back the overpayment:

- 1. Voluntary wage deduction
- 2. Cash, or
- 3. Check (separated employee).
- 4. Vacation (if under 240 hours only) or Compensatory time balances

B. The employee may propose a payment schedule to repay the overpayment to the Employer. If the employee's proposal is accepted by the Employer, the deductions shall continue until the overpayment is fully recouped. Nothing in the section prevents the Employer and employee from agreeing to a different overpayment amount than specified in the overpayment notice or to a method other than a deduction from wages for repayment of the overpayment amount.

C. If the employee fails to choose one (1) of the four (4) options described above, within thirty (30) days of written notice of overpayment, the Employer will deduct the overpayment owed from the employee's wages or the amount due may be placed with a collection agency. This overpayment recovery will not be more than five percent (5%) of the employee's disposable earnings in a pay period. Disposable earnings will be calculated in accordance with the Attorney General of Washington's guidelines for Wage Assignments.

D. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.

III. Neither A nor B above are required for employee reported overpayments and/or employee corrected time including leave submittal corrections. All employee initiated overpayment corrections may be collected from the next available pay check.

IV. Appeal Rights: Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 6 of this

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Agreement. The Employer will suspend attempts to collect an alleged overpayment until the grievance process has concluded.

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APPENDIX I – JOB CLASSIFICATIONS

SALARIED JOB CODE	TEMP HOURLY JOB CODE	JOB CLASSIFICATION	PAY TABLE	SALARY RANGE
18903 17882 (NE)	21034	Registered Nurse 2 (E S SEIU 1199NW HMC RN)	BR	02
18904 21793 (NE)	21035	Registered Nurse 3 (E S SEIU 1199NW HMC RN)	BR	03
18927	21703	Cardiac Sonographer 1 (NE S SEIU 1199NW HMC P/T)	BE	54
18928	21704	Cardiac Sonographer 2 (NE S SEIU 1199NW HMC P/T)	BE	57
18930	21705	Cardiac Sonographer Lead (NE S SEIU 1199NW HMC P/T)	BE	65
18913	21693	Diagnostic Medical Sonographer (NE S SEIU 1199NW HMC P/T)	BE	57
18914	21694	Diagnostic Medical Sonographer Lead (NE S SEIU 1199NW HMC P/T)	BE	68
18915	21695	Diagnostic Medical Sonographer Spec (NE S SEIU 1199NW HMC P/T)	BE	60
18921	21697	Imaging Technologist (NE S SEIU 1199NW HMC P/T)	BE	37
18923	21699	Imaging Technologist-Angiography (NE S SEIU 1199NW HMC P/T)	BE	55
18922	21698	Imaging Technologist-Comp Tomo (NE S SEIU 1199NW HMC P/T)	BE	46
18925	21701	Imaging Technologist-Lead (NE S SEIU 1199NW HMC P/T)	BE	65
18924	21700	Imaging Technologist-Mag Res Imaging (NE S SEIU 1199NW HMC P/T)	BE	58
18926	21702	Imaging Technologist-Mammo (NE S SEIU 1199NW HMC P/T)	BE	46
18919	21696	Imaging Technologist Trainee (NE S SEIU 1199NW HMC P/T)	BE	13
18938		Imaging Tech-Education Quality Assurance (NE S SEIU 1199NW HMC P/T)	BE	69
18912	21692	Nuclear Medicine P.E.T. Technologist (NE S SEIU 1199NW HMC P/T)	BE	75
18917		Nuclear Medicine Technologist 1 (NE S SEIU 1199NW HMC P/T)	BE	57

SALARIED JOB CODE	TEMP HOURLY JOB CODE	JOB CLASSIFICATION	PAY TABLE	SALARY RANGE
18918		Nuclear Medicine Technologist 2 (NE S SEIU 1199NW HMC P/T)	BE	64
18916		Nuclear Medicine Technologist Lead (NE S SEIU 1199NW HMC P/T)	BE	77
18931	21706	Vascular Sonographer (NE S SEIU 1199NW HMC P/T)	BE	57
18932	21707	Vascular Sonographer Lead (NE S SEIU 1199NW HMC P/T)	BE	65
18945 18940 (NE)		Dietitian 1 (E S SEIU 1199NW HMC SW/Dietitian)	BC	42
18946 18941 (NE)		Dietitian 2 (E S SEIU 1199NW HMC SW/Dietitian)	BC	52
18961		Speech-Language Pathologist 1 (E S SEIU 1199NW HMC SW/Dietitian/SLP)	BC	57
18962		Speech-Language Pathologist 2 (E S SEIU 1199NW HMC SW/Dietitian/SLP)	BC	59
18963		Speech-Language Pathologist 3 (E S SEIU 1199NW HMC SW/Dietitian/SLP)	BC	63
18942		Social Work Assistant 2 (NE S SEIU 1199NW HMC SW/Dietitian)	BC	32
18935 21792 (NE)		Physician Asst-Adv Rn Pract (E S SEIU 1199NW HMC PA-ARNP)	BQ	14
18936		Physician Asst-Adv Rn Pract Lead (E S SEIU 1199NW HMC PA-ARNP)	BQ	24
18960		Anesthesiology Technician 2 (NE S SEIU 1199NW HMC Resp/Anesth/END)	BS	35
18959		Anesthesiology Technician Lead (NE S SEIU 1199NW HMC Resp/Anesth/END)	BS	42
18950		Electroneurodiagnostic Technologist 1 (NE S SEIU 1199NW HMC Resp/Anesth/END)	BS	42
18951		Electroneurodiagnostic Technologist 2 (NE S SEIU 1199NW HMC Resp/Anesth/END)	BS	52
18952		Electroneurodiagnostic Technologist 3 (NE S SEIU 1199NW HMC Resp/Anesth/END)	BS	59
18956		Respiratory Care Associate (NE S SEIU 1199NW HMC Resp/Anesth/END)	BS	37
18958		Respiratory Care Lead (NE S SEIU 1199NW HMC Resp/Anesth/END)	BS	68
18957		Respiratory Care Practitioner (NE S SEIU 1199NW HMC Resp/Anesth/END)	BS	59
18955		Respiratory Care Specialist (NE S SEIU 1199NW HMC Resp/Anesth/END)	BS	81

SALARIED JOB CODE	TEMP HOURLY JOB CODE	JOB CLASSIFICATION	PAY TABLE	SALARY RANGE
18939 21770 (NE)		Imaging Technologist-Supervisor (E S SEIU 1199NW HMC Imaging Tech Supv)	BE	82
18947		Pharmacy Technician 1 (NE S SEIU 1199NW HMC Pharm Tech)	BC	12
18948		Pharmacy Technician 2 (NE S SEIU 1199NW HMC Pharm Tech)	BC	17
18949		Pharmacy Technician Lead (NE S SEIU 1199NW HMC Pharm Tech)	BC	22
18908 17883 (NE)	21038	Flight Nurse (E S SEIU 1199NW ALNW)	BR	02
18909 21761 (NE)	21039	Flight Nurse, Senior (E S SEIU 1199NW ALNW)	BR	03

APPENDIX VII – LAYOFF UNITS

Professional/Technical Unit

1. Cardiac Sonographer
2. Diagnostic Medical Sonographer
3. Imaging Technologist (IT)
4. Imaging Technologist - CT (may bump IT if have essential skills)
5. Imaging Technologist - Angio (may bump IT if have essential skills)
6. Imaging Technologist - MRI (may bump IT if have essential skills)
7. Imaging Technologist Lead (may bump into IT unit where they have essential skills)
8. Imaging Technologist - Education Quality Assurance (may bump into IT unit where they have essential skills)
9. Employees with the essential skills in multiple modalities will be in the layoff units that contain the modalities in which the employee possesses the essential skills
10. Nuclear Med Technologist
11. Vascular Sonographer
12. Vascular Sonographer – TCD Lab

Leads may bump into non-lead positions in their respective layoff unit.

Imaging Technologist Supervisor

1. Imaging Technologist Supervisor

Pharmacy Technician

1. All Pharmacy Technicians

Dietitians

1. All Dietitians

Social Work

1. Harborview Center for Sexual Assault and Traumatic Stress (HCSATS)
2. Madison Clinic; Ambulatory Care; Inpatient Med/Surg; Emergency Department; Inpatient Psych
3. Harborview Mental Health Services (HMHS); Behavioral Health Integration Program (BHIP)
4. Social Work Assistant 2's

Social Worker 2's may bump Social Worker 1's in their respective layoff unit.

Speech Language Pathologists

1. Speech Language Pathologist 3's may bump Speech Language Pathologist 2's in their respective layoff unit.
2. Speech Language Pathologist 2's may bump Speech Language Pathologist 1's in their respective layoff unit.

Respiratory Therapy

1. All RT's
2. Leads may bump into non-lead RT

Respiratory Care

- 1 1. Respiratory Care Specialists may bump Respiratory Care Leads in their respective
- 2 layoff unit.
- 3 2. Respiratory Care Leads may bump Respiratory Care Practitioners in their respective
- 4 layoff unit.
- 5 3. Respiratory Care Practitioners may bump Respiratory Care Associates in their
- 6 respective layoff unit.

7
8 Anesthesiology Technicians

- 9 1. All AT's
- 10 2. Leads may bump into non-lead AT

11
12 Electroneurodiagnostic Technologists

13
14 PA-ARNPs

- 15
- 16 1. All PA-ARNP positions subject to essential skills, department specific credentialing
- 17 and medical staff approval of the PA-ARNP identified for layoff and any PA-ARNP
- 18 position occupied by a junior PA-ARNP
- 19 2. Leads may bump into non-lead PA-ARNP position subject to conditions above

20
21 Registered Nurses

- 22
- 23 1. Critical Care, critical care float pool, PACU, STAT, Endoscopy, Ambulatory (APA) and
- 24 Diagnostic Procedural Areas (Radiology)
- 25 2. Acute care, acute care float pool, ambulatory surgery, rehab, Continuity of Care
- 26 Nurses, Vascular Access Nurses
- 27 3. ED services
- 28 4. OR
- 29 5. Psych, Psychiatric Emergency Services (PES), Behavioral Health
- 30 6. Clinic nurses, clinic float pool, Community CareLine
- 31 7. Utilization Review, Clinical Decision Specialists and Quality Assurance, Trauma
- 32 Registry Nurses
- 33 8. Float pool – among themselves and within layoff units 1, 2 or 6 above depending upon
- 34 float pool in which the nurse works
- 35 9. All nurses – will be in layoff unit in which nurse held a permanent position within the
- 36 last two years prior to being identified for layoff

37
38 ALNW Bargaining Unit – Airlift Northwest-wide.

39

1 **APPENDIX VIII – PA-ARNP NEW HIRE WAGES**

2
3 All employment application resumes are reviewed for consideration of all applicable educational
4 background and work experience.

5
6 Equal or similar education and work experience criteria will apply for both PA and NP positions
7 to determine wage steps.

8
9 A new grad PA or NP without related health care experience would normally be set at step A.

10
11 A PA or NP with PA or NP work experience would be given one-one credit: years experience
12 equal wage step.

13
14 Additional related health care experience (as described below) may be given credit. The resume
15 is reviewed to determine the amount of credit, if any, that will be included when making the
16 employment offer.

17
18 Having a Masters or Doctorate degree which enhances function as a provider at the academic
19 medical center would allow for one extra step for a Masters and two steps for a Doctorate on the
20 salary range.

21
22 Step setting for ARNP/PA with background in nursing: The candidate's experience would be
23 evaluated at the appropriate RN step and then placed on the step that most closely aligns to the
24 PA-ARNP range without a reduction. From there, ARNP/PA experience would be calculated.

25
26 **Related health care experience.** Work experience that is calculated when making an offer is
27 assessed from an individual's resume. Below are several types of work experience that will be
28 granted consideration when making an offer to a prospective HMC employee.

- 29
- 30 • Military (medic, corpsman, pararescuemen, etc.) All positions typically would receive one
31 step for every two years of experience.
 - 32 • Emergency medicine (EMT, paramedic, emergency department technician, etc.) One (1)
33 step for every two (2) years of experience for paramedics. Emergency Medical
34 Technician (EMT) experience, depending on scope of work as outlined in the resume
35 may be given credit typically up to one (1) step for every four (4) years of experience.
 - 36 • Nursing (registered nurse, license practical nurse, certified nursing assistant, etc.) LPN
37 experience is credited at two years to one year on the RN scale and is added to the
38 calculation of RN experience. Once placed on the RN scale, their experience is aligned
39 to the steps on the PA-ARNP scale and all relevant PA-ARNP experience is then added
40 on the PA-ARNP scale.
 - 41 • Certified Medical Assistant – Under very limited circumstances, the MA may receive
42 credit for time worked, partial credit may be granted at a ratio of four (4) years of
43 experience for one step.
 - 44 • Community health aid/practitioner (CHA/CHP): A certified CHA would be granted credit
45 at a rate less than one year for every two (2) years of experience.
 - 46 • Mental health practitioner: experience may be granted at a rate of less than one (1) year
47 for every two (2) years worked as an MHP.

- 1 • International medical graduates: Credit at a rate greater than one (1) step for every two
- 2 (2) years, depending on the experience and location of the candidate's work in the
- 3 practicing country.
- 4 • Laboratory/medical technician: under certain circumstances could receive partial credit
- 5 for time worked, depending on the credential and work history.
- 6 • Radiology technologist, Respiratory therapist, CT, Nuclear Med, or Ultrasound:
- 7 • Clinical research: depending on the candidate's role in clinical research, credit may or
- 8 may not be given.
- 9 • Chiropractor: research into the position and provider's education would occur prior to
- 10 setting a salary.

11

12 Nursing Recruitment's goal when setting a new hire's salary is to fairly compensate the

13 candidate for applicable past experience while also balancing the equity of all the healthcare

14 specialists already employed. If there are any questions on a resume regarding experience, the

15 nurse recruiter follows up with the candidate. It is the candidate's responsibility to ensure their

16 submitted resume is complete and comprehensive; if experience is omitted, it cannot be

17 counted.

18

MOU: 4WH BREAK RELIEF PROGRAM

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2
3 During negotiations for the [20212023-2023-2025](#) successor agreement, the parties reached
4 agreement on the following:

- 5
6 I. No later than February 1, 2022, the Employer will implement a break relief program on
7 4WH. The Employer will assign at least the equivalent of 2.8 FTEs of dedicated break
8 relief Registered Nurses (RNs) in addition to the number of RNs at the time of the
9 agreement.
10 II. Relief break RNs will be scheduled to provide break relief and will not regularly be
11 assigned their own patients.
12 III. ~~The Union withdraws Grievance # G00113_SEIU 1199_4WH Rest Break_12162020 and~~
13 ~~the parties agree to evenly split any arbitrator fees.~~
14 IV. The MOU will expire June 30, [20232025](#).
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MOU: AIRLIFT NORTHWEST CERTIFICATION PAY

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During negotiations for the 2021-2023 successor agreement, the parties reached agreement on the following regarding Certification Pay at Airlift Northwest:

- I. The Certified Flight Registered Nurse (CFRN) credential is a requirement for CAMTS and employment. Employees hired without a CFRN credential are required to obtain it within twenty-four (24) months in order to maintain employment.
- II. Since it is required for employment, the CFRN credential will not be eligible for certification premium pay.
- III. Employees who are currently receiving certification premium pay for the CFRN credential will have twenty-four (24) months to obtain a certification eligible for certification premium pay in order to continue eligibility for the certification pay premium.
- IV. Employees who do not currently have the CFRN credential will be given twelve (12) months to obtain it.
- V. The Employer will pay for all costs associated with securing and maintaining the CFRN.

MOU: AIRLIFT NORTHWEST FLIGHT PARAMEDIC

1
2
3 During negotiations for the ~~2021-2023~~2023-2025 successor agreement, the parties reached
4 agreement on the following regarding Flight Paramedics and Compensation at Airlift Northwest:

- 5
6 I. The Employer will not utilize the Flight Paramedic classification before June 30, 202~~5~~3.
7 II. The Employer will place the Flight Paramedic classification on a pay range that is less
8 than Pay Table BS, Pay Range 50.
9

10 This MOU expires June 30, 202~~5~~3.
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MOU: AIRLIFT NORTHWEST REASSIGNMENT

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- I. When an employee does not have a flight partner due to an unscheduled absence the employee will have one of the following options:
 - A. Be reassigned to a different base, if the opportunity exists, as determined by the Employer.
 - B. Remain on the base, if there is adequate work, as determined by the Employer.
 - C. Go home and use compensatory time or vacation leave, in that order.
- II. Employees that are Reassigned to a different base as described in Section I, will qualify for and be compensated a Reassignment Premium of three dollars (\$3.00) per hour for all time work at the different base excluding travel time. The application of the Reassignment Premium does not begin until the employee arrives at the base they have been reassigned to.
- III. The determination by the Employer of the available options listed above are not subject to the grievance procedure.

1 **MOU: ANESTHESIOLOGY TECHNICIAN RECRUITMENT AND RETENTION INCREASES**

2
3 ~~During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to~~
4 ~~the following regarding consolidation and recruitment and retention increases for the~~
5 ~~Anesthesiology Technician classification series:~~

6
7 ~~Effective no more than forty-five (45) days following ratification and on the first available pay~~
8 ~~period as determined by the Employer.~~

9
10 I. ~~The job classification Anesthesiology Technician 2 (Job Code 18960) on Pay Table BS~~
11 ~~at Pay Range 30 will be moved to Pay Table BS at Pay Range 35.~~

12
13 II. ~~The job classification Anesthesiology Technician Lead (Job Code 18959) on Pay Table~~
14 ~~BS at Pay Range 37 will be moved to Pay Table BS at Pay Range 42.~~

15
16 III. ~~All regular employees will be placed on the new pay range at their current step.~~

17
18 IV. ~~Employee progression start dates (PSDs) will not be impacted by the placement on the~~
19 ~~new range.~~

20
21 ~~This MOU will expire upon implementation.~~
22

MOU: APPRECIATION LUMP SUM PAYMENT

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3 ~~During negotiations for the 2021-2023 successor agreement, the parties reached agreement on~~
4 ~~the following appreciation lump sum payments effective sixty (60) days after ratification and on~~
5 ~~the first available pay period as determined by the Employer:~~
6

7 ~~I. Employees with an active permanent appointment and in pay status during the pay~~
8 ~~period in which the contract is ratified shall be eligible to receive a single one (1) time~~
9 ~~lump sum payment of one thousand two hundred dollars (\$1200) to each employee with~~
10 ~~a .6 FTE and above.~~
11

12 ~~II. Employees with an active permanent appointment and in pay status during the pay~~
13 ~~period in which the contract is ratified shall eligible to receive a single one (1) time lump~~
14 ~~sum payment of six hundred dollars (\$600) to each employee with below a .6 FTE.~~
15

16 ~~III. Temporary employees who are in the bargaining unit and in pay status as described in~~
17 ~~Section IV shall receive a single one (1) time lump sum payment of three hundred~~
18 ~~dollars (\$300).~~
19

20 ~~IV. In order to receive the lump sum payment, employees must also be in pay status during~~
21 ~~the pay period in which the lump sum payment is distributed. For example, if the lump~~
22 ~~sum is paid on 10th of the month, the employee must be in paid status for any portion of~~
23 ~~time between the 16th to the end of the previous month. If the lump sum is paid on 25th of~~
24 ~~the month, the employee must be in paid status for any portion of time between the 1st~~
25 ~~and the 15th of the month.~~
26

1 **MOU: COMMITMENT TO STAFF CONSISTENT WITH APPROVED PLANS**

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Harborview Medical Center and SEIU Healthcare 1199NW recognize that adequate staffing is a necessary component to providing safe, quality care. In recognition of our common interest in safe patient staffing, HMC confirms its commitment to staffing consistent with such nurse staffing plans (matrices) as approved by the staffing committee process, provided however, that in the event of a prolonged or ongoing and significant increase or decrease in patient census, adjustment to staffing may be required.

MOU: DE-ESCALATION AND CODE GREY TRAININGS

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During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following regarding De-Escalation and Code Grey Trainings:

In recognition of the commitment of HMC/University of Washington to the delivery of excellent patient care as well as ensuring personal safety of patients and employees, the Employer will provide training in accordance with the Harborview Medical Center Workplace Violence Prevention Plan. Trainings may include topics such as: de-escalation tactics, safe and humane restraint usage, and proper usage and administration of Code Greys.

MOU: ECMO PREMIUM

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During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following:

Effective no more than sixty (60) days following ratification and on the first available pay period as determined by the Employer, employees designated as ECMO (Extracorporeal Membrane Oxygenation) care providers will receive the four dollar (\$4.00) per hour ECMO premium for every hour worked as an ECMO care provider.

The following classifications will be eligible for the ECMO premium: Registered Nurse 2, Registered Nurse 3, Respiratory Care Practitioner, Respiratory Care Lead, and Respiratory Care Specialist.

MOU: EDI COUNCIL WORKGROUP – STAFF FOCUSED

During negotiations for the ~~2021-2023~~2023-2025 successor agreement, the parties agreed to the following regarding a thestaff focused Equity, Diversity and Inclusion (EDI) Council Workgroup at Harborview Medical Center (HMC).

The Employer is committed to continuing the work of the staff focused EDI Workgroup at Harborview Medical Center as a vital part of the EDI strategic plan focused specifically on issues impacting all front line staff.

I. The council workgroup will attend at least one (1) all-day (8 hour) workshop every twelve (12) months. Additional training opportunities may be added with mutual agreement of the council workgroup and approval from the CEO. Workgroup participants will receive paid release time for trainings.

II. Workgroup Support:

a. Facilitation: Within ninety (90) days of ratification, the workgroup and the CEO will jointly choose one (1) independent facilitator to support conversations and the work of the workgroup. The facilitator fees will be paid for by the Employer. The facilitator will attend all workgroup meetings and agenda planning meetings for six (6) months. Facilitator participation can be extended by mutual agreement of the workgroup and approval from the CEO.

b. Administrative support as designated by the CEO: This role will assist in sending out agendas, zoom links, and distribute and archive minutes and materials.

III. The workgroup will be sponsored by the CEO of HMC, and will also include the following so that the interests of all front line staff are represented:

- A. Four (4) SEIU 1199 represented staff
- B. Four (4) unrepresented staff
- C. One (1) HMC EDI Director
- D. Up to two (2) UW Medicine HR representatives
- E. The Employer will invite Four (4) SEIU 925 represented staff and Four (4) WFSE represented staff to participate on the committee.

Ad Hoc members may attend from HMC and/or UW Medicine EDI Programs.

Unfilled positions or lack of attendance will not prevent discussions or work from moving forward.

IV. The workgroup may establish voting rules for the participating members listed in A through E above.

V. The scope of this workgroup will primarily be as follows:

- a. The workgroup may be utilized to discuss upcoming and ongoing hospital wide initiatives and programs.
- b. The workgroup will provide the CEO feedback related to EDI initiatives, programs, and workplace issues.

1 c. The CEO will continue to connect the workgroup to the larger EDI strategic
2 plan of Harborview so that the voice of the front line worker is represented.
3

4 VI. The workgroup meetings will be held monthly for one and a half (1 ½) hours. The
5 workgroup may also schedule an additional meeting for preparation for no more than
6 one (1) hour per month. Employees will receive paid release time for preparation
7 meeting and/or other EDI Council Workgroup activities if applicable.
8

9 This MOU expires on June 30, 202~~5~~³.
10

1 **MOU: HARBORVIEW NURSING SCHOLARSHIPS**

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3 During negotiations for the 2021-2023 successor agreement, the parties reached agreement on
4 the following regarding Registered Nurses at Harborview Medical Center for academic year
5 2022 and 2023 only to be implemented upon ratification:
6

7 In recognition of the commitment of HMC/University of Washington to the delivery of excellent
8 patient care as well as the enhancement of employees' professional skills, the Employer will
9 provide educational assistance to Nurses pursuing a Bachelor of Science in Nursing Degree
10 through the University of Washington Bothell (UW Bothell). Harborview Medical Center will grant
11 scholarships for up to eleven (11) HMC classified Nurses accepted into the UW Bothell RN-to-
12 BSN degree program offered on-site at HMC. Scholarships granted will be up to fourteen
13 thousand dollars (\$14,000) per Nurse for tuition.
14

15 In addition to the UW Bothell program, the Employer will provide annually a pool of up to a total
16 of one hundred thousand (\$100,000, maximum six thousand [\$6,000] per employee) for the
17 following:
18

- 19 • HMC classified Nurses to attend a program to complete their BSN, MSN, or other
20 advanced nursing practice degrees.
21 • Non-nurses bargaining unit members to attend a program to complete their BSN.
22

23 In accordance with Article 12 - Scholarship Fund – Registered Nurses, HMC's Nursing
24 Scholarship Fund Committee will be in charge of administering scholarships. The employee
25 must have a minimum of one (1) year at HMC prior to submission of scholarship application.
26 After completion of the program, there is an expected three (3) year commitment to Harborview
27 Medical Center. If the employee voluntarily terminates employment prior to the end of the three
28 (3) year commitment, the pro-rated amount of the scholarship must be repaid to Harborview
29 Medical Center and may be deducted from the employee's pay.
30

31 All registered nurses that complete their Masters in Nursing during the life of this agreement
32 shall receive an additional salary step increase upon completion.
33

MOU: IMAGING TECHNOLOGIST RECRUITMENT AND RETENTION INCREASES

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following regarding recruitment and retention increases for select Imaging Technologist classifications:

Effective no more than forty-five (45) days following ratification and on the first available pay period as determined by the Employer.

I. The job classification Imaging Technologist—Comp Tomo (Job Code 18922 and 21698) on Pay Table BE at Pay Range 41 will be moved to Pay Table BE at Pay Range 46.

II. The job classification Imaging Technologist—Angiography (Job Code 18923 and 21699) on Pay Table BE at Pay Range 50 will be moved to Pay Table BE at Pay Range 55.

III. The job classification Imaging Technologist—Mag Res Imaging (Job Code 18924 and 21700) on Pay Table BE at Pay Range 53 will be moved to Pay Table BE at Pay Range 57.

IV. The job classification Imaging Technologist—Lead (Job Code 18925 and 21701) on Pay Table BE at Pay Range 60 will be moved to Pay Table BE at Pay Range 62.

V. All regular employees will be placed on the new pay range at their current step.

VI. Temporary hourly employees must be paid within range minimum and range maximum. If a temporary hourly employee's current rate falls below the new range minimum, their hourly rate will be increased to range minimum.

VII. Employee progression start dates (PSDs) will not be impacted by placement on the new range.

This MOU will expire upon implementation.

MOU: INTERMITTENT, NONPERMANENT, AND REPRESENTED TEMPORARY EMPLOYEES

The parties have reached agreement on the following regarding Intermittent, Nonpermanent, and Represented Regular Temporary employees and appointments.

A. Transition of employees:

- (1) On August 1, 2022, the Employer will move all existing Represented Temporary employees to new Intermittent, Nonpermanent Fixed Duration, or Nonpermanent Hourly positions.
- (2) All employees placed in the new appointment types will be placed on a step within the range for the classified title that is closest too but not less than their current rate of pay.
- (3) Except as described in Section 4 below, the employee’s company service date, progression start date, position entry date and time off service date will be set as August 1, 2022. Where applicable, there will be no change to the employee’s end date.
- (4) For employees who are in a per diem Nurse or ARNP appointment at the time of transition, the progression start date will be based on the number of hours worked since hire or their last step increase as follows:

Min	Max	PSD
0	<156	8/1/2022
156	<312	7/1/2022
312	<468	6/1/2022
468	<624	5/1/2022
624	<780	4/1/2022
780	<936	3/1/2022
936	<1092	2/1/2022
1092	<1248	1/1/2021
1248	<1404	12/1/2021
1404	<1560	11/1/2021
1560	<1716	10/1/2021
1716	<1872	9/1/2021

B. Once the employees described in Section A have been placed in Intermittent, Nonpermanent Hourly, or Nonpermanent Fixed Duration appointments, the Employer will sunset the usage of temporary appointments for classifications represented by the Union.

C. The Employer will provide each newly accreted member with thirty (30) minutes of paid release time to meet with the Union in accordance with Articles 41.2 and 41.5.

MOU: MEDICAL ERRORS

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Harborview Medical Center and SEIU Healthcare 1199NW recognize that addressing medical errors is necessary to providing safe, quality patient care.

To create a safe environment of reporting errors, events need to be reviewed to determine mitigating factors with the goal of preventing another similar occurrence.

The review must be completed before a disciplinary or corrective action occurs.

MOU: NEGOTIATIONS FOR THE ~~2023-2025~~2025-2027 AGREEMENT

During negotiations for the 2021-2023 successor agreement, the parties reached agreement on the following regarding negotiations for the 2023-2025 successor agreement only:

- I. The parties will exchange at least ten (10) available dates for bargaining by January 15, 2023. The parties will begin bargaining by March 30, ~~2023~~2024.
- II. The Employer will provide paid release time for up to fifteen (15) Union designated bargaining team members, for up to eight (8) hours per session.
- III. The Union will provide the names and hours of the designated negotiating team members on paid release time to the employer prior to the end of each bargaining session.
- IV. The Union will provide the names of all designated negotiating team members to the Office of Labor Relations at least three weeks prior to the beginning of negotiations.
- V. The employer will notify managers of the names of the members to be released for bargaining.
- VI. All employees wishing to participate in bargaining must request time off in accordance with normal leave policies. Release time (paid time for hours that the Employee would have been at work) is contingent on approval by the employee's manager or designee and shall not be considered as work hours for purposes of payment of overtime.
- VII. All representatives for both Parties (Employer and Union) in attendance at each session will sign a Sign-In Sheet prepared by the Employer. Both Parties will be provided a copy of the Sign-In Sheet.
- VIII. Days of negotiations will be established by mutual agreement. The parties will provide as much notice as possible of the need to cancel or reschedule a negotiation session.
- IX. All proposals and counter proposals will be sent electronically within a reasonable amount of time. The proposals will be typed, with track changes and line numbers, based upon the current contract language, so that the changes between the former and the latter proposal will be evident.
- X. There will be no recording devices at the bargaining sessions. Each side is responsible for keeping its own notes.
- XI. Bargaining sessions will be closed to the press and the public unless mutually agreed otherwise.
- XII. When sidebars are called by the parties, bargaining team members will attend the sidebar to report the discussion to other team members.
- XIII. Healthcare Coalition Bargaining- The Employer will provide paid release time for two (2) bargaining team members to attend Statewide Healthcare Coalition Bargaining.
- XIV. The parties will schedule at least three (3) full days of bargaining for ALNW only.

MOU: NON-MONETARY STEPS IMAGING TECH TABLE

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~~During negotiations for the 2021-2023 successor agreement, the parties reached agreement on the following regarding Non-Monetary Steps:~~

~~Effective on the first available pay period following ratification as determined by the Employer, the Employer will eliminate all non-monetary steps for all pay ranges on pay table BE by redistributing the values as displayed in Attachment A.~~

MOU: PANEL OF ARBITRATORS

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3 During negotiations for the ~~2021-2023~~2023-2025 successor agreement, the parties reached
4 agreement on the following regarding the Panel of Arbitrators described in Article 6 Grievance
5 Procedure, Section 6.8 Step Four Arbitration.

6
7 The following arbitrators shall comprise the Panel of Arbitrators:

8
9 Howell L. Lankford

10 Alan R. Krebs

11 Kathryn T. Whalen

12 Rich Ahearn

13 David Stiteler

14 Fredric Dichter

15 Timothy Williams

16
17 For the period of ratification date to June 30, 2023, the parties agree to temporarily add Juan
18 Carlos Gonzalez to the Panel of Arbitrators. After January 1, 2023, Juan Carlos Gonzalez may
19 be added to the permanent panel by mutual agreement between the parties.

20
21 This agreement expires June 30, ~~2023~~2025.
22

1 **MOU: PHARMACY TECHNICIAN RECRUITMENT AND RETENTION INCREASES**

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3 ~~During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to~~
4 ~~the following regarding recruitment and retention increases for select Pharmacy Technician~~
5 ~~classifications:~~

6
7 ~~Effective no more than forty-five (45) days following ratification and on the first available pay~~
8 ~~period as determined by the Employer.~~

9
10 ~~I. The job classification Pharmacy Technician 1 (Job Code 18947) on Pay Table BC at Pay~~
11 ~~Range 7 will be moved to Pay Table BC at Pay Range 12.~~

12
13 ~~II. The job classification Pharmacy Technician 2 (Job Code 18948) on Pay Table BC at Pay~~
14 ~~Range 12 will be moved to Pay Table BC at Pay Range 17.~~

15
16 ~~III. The job classification Pharmacy Technician Lead (Job Code 18949) on Pay Table BC at~~
17 ~~Pay Range 17 will be moved to Pay Table BC at Pay Range 22.~~

18
19 ~~IV. All regular employees will be placed on the new pay range at their current step.~~

20
21 ~~V. Employee progression start dates (PSDs) will not be impacted by placement on the new~~
22 ~~range.~~

23
24 ~~This MOU will expire upon implementation.~~
25

MOU: PRE-SCHEDULED VOLUNTARY DOUBLE-TIME SHIFT INCENTIVE FOR CRITICAL STAFFING NEEDS

During negotiations for the ~~2021-2023~~2023-2025 successor agreement, the parties reached agreement on the following regarding Pre-Scheduled Voluntary Double-Time.

After the initial scheduled bid is incorporated and posted, and the employer has sent out notice for staff, including Per Diems/Intermittent staff, the Employer may offer pre-scheduled voluntary double-time shifts for any classification. The determination of critical staffing needs and the double-time shift incentive is at the sole discretion of the Employer.

Per Diems/Intermittent staff will not be eligible to volunteer for pre-scheduled double-time shifts until they have scheduled up to ~~forty (40)~~ thirty-six (36) hours in the week of the pre-scheduled double-time shift. Per Diems will not be eligible to be paid at the double-time incentive shift rate unless they have worked all of their scheduled ~~forty (40)~~thirty-six (36) hours in the shift week.

The shifts shall be compensated at the rate of two times (2X) the regular rate of pay for all hours worked. Pre-scheduled double-time shifts will be considered Extra Shifts and will not be guaranteed, but once scheduled are expected to be worked unless it is determined that they are not needed. Staff members calling in sick on voluntary double-time shifts will not receive sick pay.

All staff, once scheduled, are expected to honor the commitment, with the exception of illness or serious emergency. Notification of absence is required at least two (2) hours before the beginning of all shifts.

Failure by the Employer to notify or attempt to notify staff of cancellation at least two (2) hours in advance of the shift will result in the employee being assigned to a unit for two (2) hours.

~~Within sixty (60) days of ratification, the Employer will develop guidelines for determining which shifts are critical and can be offered at double time and the guidelines will be discussed at a JLM. During the sixty (60) days, if on posted schedule there is more than one staff down on a scheduled shift double time will be offered to reach a deficit of only one staff down. Per Diems will be eligible to volunteer for double time shifts during this sixty (60) days consistent with regular employees.~~

Within 90 days of ratification the Employer will provide the Union with a current list of departments that are using pre-scheduled voluntary double-time shifts for critical staffing needs. Within 60 days of receiving the information the Union may request a JLM a to discuss the status of pre-scheduled double-time use.

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Tentatively Agreed To:	
For the Union:	For the Employer:
<p>DocuSigned by: <i>Justin Nowinger</i> 08A6CB801091432...</p>	<p>DocuSigned by: <i>Laura Hartless</i> 1CB62316D8AE4A0...</p>
Date: 10/4/2022	Date: 10/4/2022

MOU: PROFESSIONAL TECHNICAL RECRUITMENT AND RETENTION INCREASES

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following regarding recruitment and retention increases for select Professional Technical classifications:

I. Effective no more than forty-five (45) days following ratification and on the first available pay period as determined by the Employer, the classifications listed below will receive the following increases for recruitment and retention and/or market-based purposes. Market based adjustments are noted with an asterisk by the job title name.

Job Code (reg)	Job Code (temp)	Job Title	FROM		TO	
			Table	Range	Table	Range
18926	21702	IMAGING TECHNOLOGIST-MAMMO*	BE	41	BE	46
18922	21698	IMAGING TECHNOLOGIST-COMP TOMO	BE	41	BE	46
18923	21699	IMAGING TECHNOLOGIST-ANGIOGRAPHY	BE	50	BE	55
18924	21700	IMAGING TECHNOLOGIST-MAG RES IMAGING	BE	53	BE	58
18925	21701	IMAGING TECHNOLOGIST-LEAD	BE	60	BE	65
18921	21697	IMAGING TECHNOLOGIST	BE	32	BE	37
18938	n/a	IMAGING TECH EDUCATION QUALITY ASSURANCE	BE	64	BE	69
18939, 21770	n/a	IMAGING TECHNOLOGIST-SUPERVISOR	BE	77	BE	82
18919	21696	IMAGING TECHNOLOGIST-TRAINEE	BE	6	BE	13
18913	21693	DIAGNOSTIC MEDICAL SONOGRAPHER	BE	52	BE	57
18914	21694	DIAGNOSTIC MEDICAL SONOGRAPHER LEAD	BE	63	BE	68
18915	21695	DIAGNOSTIC MEDICAL SONOGRAPHER SPEC	BE	55	BE	60
18927	21703	CARDIAC SONOGRAPHER 1	BE	49	BE	54
18928	21704	CARDIAC SONOGRAPHER 2	BE	52	BE	57
18930	21705	CARDIAC SONOGRAPHER LEAD	BE	60	BE	65
18931	21706	VASCULAR SONOGRAPHER	BE	52	BE	57
18932	21707	VASCULAR SONOGRAPHER LEAD	BE	60	BE	65

II. All regular employees will be placed on the new pay range at their current step.

III. Employee progression start dates (PSDs) will not be impacted by the placement on the new range.

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~~This MOU will expire upon implementation.~~

MOU: RESPIRATORY CARE RECRUITMENT AND RETENTION INCREASES

~~During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following regarding recruitment and retention increases for select Respiratory Care classifications:~~

~~Effective no more than forty-five (45) days following ratification and on the first available pay period as determined by the Employer.~~

~~I. The job classification Respiratory Care Associate (Job Code 18956) on Pay Table BS at Pay Range 32 will be moved to Pay Table BS at Pay Range 37.~~

~~II. The job classification Respiratory Care Practitioner (Job Code 18957) on Pay Table BS at Pay Range 54 will be moved to Pay Table BS at Pay Range 59.~~

~~III. The job classification Respiratory Care Lead (Job Code 18958) on Pay Table BS at Pay Range 63 will be moved to Pay Table BS at Pay Range 68.~~

~~IV. All regular employees will be placed on the new pay range at their current step.~~

~~V. The job classification Respiratory Care Specialist (Job Code XXXXX) will be placed value to value on Pay Table BS at Pay Range 78, and then will then go step to step to Pay Range 81.~~

~~VI. Employee progression start dates (PSDs) will not be impacted by placement on the new range.~~

~~This MOU will expire upon implementation.~~

RESPIRATORY CARE SPECIALIST UNIT AND WAGES

During negotiations for the 2021-2023 successor agreement, the parties agreed to the following regarding the inclusion of the Respiratory Care Specialist job classification in the Respiratory Therapist/Anesthesia Technician/Electroneurodiagnostic Technologist bargaining unit.

- I. The existing bargaining unit represented by SEIU Healthcare 1199NW shall be modified to include the Respiratory Care Specialist for a bargaining unit described as follows:
“All full-time and regular part-time employees in the Electroneurodiagnostic Technologist, Respiratory Therapist, Anesthesia Technicians, and Respiratory Care Specialist job classes working at the University of Washington Harborview Medical Center, excluding supervisors, confidential employees, and those employees in existing bargaining units.”
- II. Employees at Harborview Medical Center in the job classification Respiratory Care Specialist (Job Code 16151), on Pay Table CACB at Pay Range 111 will be moved into a new SEIU 1199NW HMC job code on Pay Table BS at Pay Range 78.
- III. All employees will be placed at a step on the new range that is closest to, but not less than, their current step value. Employees with a current step value above the max auto step of their new range will be y-rated until the max auto step of their new ranges catches up to their current salary. Progression Start Dates (PSDs) will not change.
- IV. The following premiums will apply to Respiratory Care Specialists as set forth in Article 45: Evening Shift, Night Shift, Certification, Standby, and Weekend.

MOU: RESPIRATORY THERAPISTS SKILLS TRAINING

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2
3 During negotiations for the ~~2021-2023~~-~~2023-2025~~ successor agreement, the parties reached
4 agreement on the following regarding Respiratory Therapists Skills Training for calendar year
5 ~~2021-2023~~ and ~~2022-2024~~ only:
6

7 In recognition of the commitment of HMC/University of Washington to the delivery of excellent
8 patient care as well as the enhancement of employees' professional skills, the Employer will
9 provide internal education based on operational need. Skills training will primarily focus on job
10 specific competency training identified by the Employer. Attendance at skills training will be
11 mandatory and Employees will be paid as described in Article 11.2 of the collective bargaining
12 contract.
13

MOU: RETENTION INCENTIVE PROGRAM

During negotiations for the 2021-2023 successor agreement, the parties reached agreement on the following Retention Incentive Program.

The following will be effective within sixty (60) days of ratification:

- A. ~~The Employer will offer all regular Registered Nurses (job codes 17882, 18903, 18904, 21793, 17883, 18908, 18909, and 21761) a five thousand dollar (\$5,000) retention bonus prorated by FTE, with the exception that employees whose recorded FTE on November 1, 2021 is .9 will receive the full bonus amount of the retention incentive program.~~
- B. ~~The Employer will offer all regular Respiratory Care Leads (job code 18958), Respiratory Care Practitioners (18957), and Respiratory Care Specialists (XXXX) a five thousand dollar (\$5,000) retention bonus prorated by FTE, with the exception that employees whose recorded FTE on November 1, 2021 is .9 will receive the full bonus amount of the retention incentive program.~~
- C. ~~The Employer will offer all regular employees in the following Imaging Technologist series classifications a three thousand dollar (\$3,000) retention bonus prorated by FTE, with the exception that employees whose recorded FTE on November 1, 2021 is .9 will receive the full bonus amount of the retention incentive program.~~
 - i. ~~Imaging Technologist (job code 18921)~~
 - ii. ~~Imaging Technologist Comp Tomo (job code 18922)~~
 - iii. ~~Imaging Technologist-Angiography (job code 18923)~~
 - iv. ~~Imaging Technologist Mag Res Imaging (job code 18924)~~
 - v. ~~Imaging Technologist Lead (job code 18925)~~
 - vi. ~~Imaging Technologist Supervisor (job codes 18939 and 21770)~~
 - vii. ~~Diagnostic Medical Sonographer (job code 18913)~~
 - viii. ~~Diagnostic Medical Sonographer Spec (job code 18915)~~
 - ix. ~~Diagnostic Medical Sonographer Lead (job code 18914)~~
- D. ~~All other regular employees in job classes represented by SEIU Healthcare 1199NW will be offered a two thousand dollar (\$2,000) retention bonus prorated by FTE, with the exception that employees whose recorded FTE on November 1, 2021 is .9 will receive the full bonus amount of the retention incentive program.~~
- E. ~~Retention bonuses will require a signed agreement committing the employee to two (2) years of employment in a regular position from the date of the signed agreement and will be subject to full repayment if the employee leaves prior to fulfilling the agreement.~~
 - i. ~~Employees who are involuntarily separated as part of a layoff or reduction in force shall not be required to pay back the retention bonus.~~
 - ii. ~~Transfer to another regular position at HMC, UWMC Montlake, or UWMC Northwest shall have no effect on the retention agreement so long as the employee remains employed in a regular position through the expiration of the retention agreement.~~

1 iii. ~~No payback will be due under the following extenuating circumstances that may~~
2 ~~prohibit the employee from continuing employment in order to fulfill commitment:~~

3
4 i. ~~Military call back, military reassignment or deployment of the employee or~~
5 ~~employee's spouse~~

6 ii. ~~Injury or illness that prevents the employee from working resulting in a~~
7 ~~medical separation.~~

8
9 F. ~~Normal taxes and withholdings apply.~~

10
11 G. ~~The retention bonus will only be available to employees who are in pay status during the~~
12 ~~pay period of the effective date.~~

13
14 H. ~~The retention bonus will not be offered to employees who have already received a sign-~~
15 ~~on bonus within the last twelve (12) months.~~

16
17 I. ~~This MOU expires June 30, 2022. Individual agreements will expire upon separation or~~
18 ~~completion of the two year agreement.~~

19

MOU: SPEECH LANGUAGE PATHOLOGIST UNIT AND WAGES

During negotiations for the 2021-2023 successor agreement, the parties agreed to the following regarding the inclusion of the Speech Language Pathologist job classification in the Social Worker/Dietitian bargaining unit.

I. The existing bargaining unit represented by SEIU Healthcare 1199NW shall be modified to include the Speech Pathologists at the Speech Pathology department of Harborview Medical Center for a bargaining unit described as follows:

“All full-time and regular part-time employees in the Social Worker, Social Worker Assistant 2, Speech Pathologist Specialist 1, Speech Pathology Specialist 2, and Dietitian job classes at the University of Washington Harborview Medical Center, excluding supervisors, confidential employees, temporary employees, and employees in other bargaining units.”

II. Current incumbents of the job classification Speech Pathologist/Audiologist Specialist 1 (Job Codes 16175 and 21802) at Harborview Medical Center will map into one of the following new classifications:

- a. Speech Language Pathologist 1 (JC XXXXX) assigned to Pay Table BC, Range 55.
- b. Speech Language Pathologist 2 (JC XXXXX) assigned to Pay Table BC, Range 57.

III. Current incumbents of the job classification Speech Pathologist/Audiologist Specialist 2 (Job Codes 16177 and 21803) at Harborview Medical Center will map into a new classification Speech Language Pathologist 3 (JC XXXXX) assigned to Pay Table BC, Range 61.

IV. All employees will be placed at a step on the new range that is closest to, but not less than their current step value. Employees with a current step value above the max auto step of their new range will be y-rated until the max auto step of their new ranges catches up to their current salary. Progression start dates will not change.

V. Speech Language Pathologist 1, 2, and 3 are eligible for the following premiums pursuant to Article 45: Weekend and Certification.

~~VI. Within 30 days of ratification, the parties will jointly petition PERC to clarify the bargaining unit to include Speech Pathologist 1, Speech Pathologist 2, and Speech Pathologist 3.~~

1 **MOU: UNIT CLARIFICATION INTERMITTENT AND NONPERMANENT EMPLOYEES**

2
3 A. Within 30 days the parties will jointly petition PERC to clarify the following bargaining
4 units to include employees working in intermittent and nonpermanent positions.

- 5 1. Harborview Registered Nurse Bargaining Unit
6 2. Professional/Technical Bargaining
7 3. Social Worker and Dietitian Bargaining Unit
8 4. Physician Assistant-Advanced RN Practitioner Bargaining Unit
9 5. Respiratory Therapist/Anesthesia Technician/Electroneurodiagnostic
10 Technologist Bargaining Unit
11 6. Imaging Technologist Supervisor Bargaining Unit
12 7. Pharmacy Technician Bargaining Unit
13 8. Airlift Northwest Bargaining Unit

14
15 B. The impacted job classifications are listed in Appendix I (attached).

16
17 C. The Employer will provide each newly accreted member with thirty (30) minutes of paid
18 release time to meet with the Union in accordance with Articles 41.2 and 41.5.
19

**MEMORANDUM OF UNDERSTANDING
 BETWEEN
 THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
 AND
 THE SERVICE EMPLOYEES INTERNATIONAL UNION Local 1199 HMC/ALNW
 MOU – CRITICAL
 RECRUITMENT AND RETENTION WAGE INCREASES**

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The parties agreed to recruitment and retention wage increases for the job profiles listed on Attachment A.

1. Regular employees will be placed on their current step on the new range. Progression Start Date (PSDs) will not be impacted by these increases.
2. Nonpermanent Intermittent employees will be placed on their current step on the new range. PSDs will not be impacted by these increases.
3. If applicable, temporary hourly employees who are currently paid on steps will be placed on their current step on the new range. If applicable, temporary hourly employees who are not currently paid on steps will receive an increase if their current hourly rate falls below the new range minimum.
4. If agreement is reached by August 16, 2022, the effective date will be August 1, 2022. If agreement is reached later than August 16, 2022, the effective date will be the first available pay period after agreement is reached as determined by the employer.
5. Increases may take up to 90 days to implement but retro pay back to the effective date will be provided.

Tentatively Agreed To:

<p>For the Union:</p> <p style="text-align: center;">DocuSigned by: <i>Justin Nowinger</i></p> <p>_____ Date: 8/26/2022 <small>08A6CB001091432...</small></p>	<p>For the Employer:</p> <p style="text-align: center;">DocuSigned by: <i>Laura Hartless</i></p> <p>_____ Date: 8/22/2022 <small>1CB62316D8AE4A0...</small></p>
<p>For the Union:</p> <p style="text-align: center;">DocuSigned by: <i>Jane Hopkins</i></p> <p>_____ Date: 8/29/2022 <small>8981B8A2356D493...</small></p>	

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION Local 1199 HMC/ALNW
MOU – EARLY
RECRUITMENT AND RETENTION WAGE INCREASES**

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During negotiations for the 2023-2025 successor agreement, the parties agreed to the following recruitment and retention wage increases for health care classifications:

1. Effective beginning of the pay period following 90-days after ratification all job profiles assigned to pay tables BC, BE, BQ, BR, and BS will receive a ~~three~~ four percent (~~34~~%) increase. This increase will be based upon the salary schedule in effect on October 1, 2022.
2. July 1, 2023, all job profiles assigned to pay tables BC, BE, BQ, BR, and BS will receive a ~~two~~ five percent (~~2~~ 5%) increase.
3. Employees who are paid above the maximum for their range on the effective date of the increase described in 1 or 2 above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.
4. Progression start dates are not impacted by these increases.

Tentatively Agreed To:	
<p>For the Union:</p> <p style="text-align: center;">DocuSigned by: <i>Justin Nowinger</i></p> <p style="text-align: center;">Date: 10/4/2022</p>	<p>For the Employer:</p> <p style="text-align: center;">DocuSigned by: <i>Laura Hartless</i></p> <p style="text-align: center;">Date: 10/4/2022</p>

MEMORANDA OF UNDERSTANDING – WAGE DISCUSSION

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following:

At least one (1) year prior to contract expiration, the parties agree to discuss the 2025 bargaining process to assist in planning for wage discussions in future negotiations.

The parties will explore shared interests and collaborative problem solving by discussing wage concerns at UW Medicine:

- Equity
- Options and approaches to address both parties' interests regarding wages
- Systems change to support options ~~for~~ to address wage concerns

~~Options and approaches to address both parties' interests regarding wages will be discussed.~~

~~Systems change including IT and compensation to support options for addressing wage concerns~~

The discussions ~~will~~ may result in ~~mutual recommendations~~ potential opportunities for addressing wages in the 2025-2027 bargaining. Participants in these discussions will include relevant stakeholders for each party, including an EDI leader from each party ~~UW EDI Leadership, labor relations, compensation department, IT, management from EVS and other departments, and the union.~~ Each party ~~shall have no less than five~~ may bring up to six ~~seven~~ participants. ~~These conversations will be facilitated by a facilitator jointly identified by labor and management.~~ During the life of this agreement, the parties will schedule at least three meetings to discuss with the option to mutually agree to more meetings. Employees will be ~~compensated~~ paid release time for time spent in the meetings.

~~for all time spent in these discussions.~~

This MOU expires on June 30, 2025.

Tentatively Agreed To:

For the Union:

For the Employer:

DocuSigned by:
Justin Novinger
Date: 10/4/2022

DocuSigned by:
Laura Hartless
Date: 10/4/2022

MOU: Recruitment and Retention Radiology

During negotiations for the 2023-25 successor agreement, the parties reached agreement on the following recruitment and retention increases effective November 16, 2022

Job Code	Job Title	Table	Range	New Range
18927	Cardiac Sonographer 1	BE	054	059
18928	Cardiac Sonographer 2	BE	057	062
18930	Cardiac Sonographer Lead	BE	065	070
18913	Diagnostic Medical Sonographer	BE	057	062
18914	Diagnostic Medical Sonographer Lead	BE	068	073
18915	Diagnostic Medical Sonographer Spec	BE	060	065
18938	Imaging Tech-Education Quality Assurance	BE	069	074
18921	Imaging Technologist	BE	037	042
18919	Imaging Technologist Trainee	BE	013	018
18923	Imaging Technologist-Angiography	BE	055	060
18922	Imaging Technologist-Comp Tomo	BE	046	051
18925	Imaging Technologist-Lead	BE	065	070
18924	Imaging Technologist-Mag Res Imaging	BE	058	063
18926	Imaging Technologist-Mammo	BE	046	051
18939	Imaging Technologist-Supervisor	BE	082	087
21770	Imaging Technologist-Supervisor	BE	082	087
18912	Nuclear Medicine P.E.T. Technologist	BE	075	080
18917	Nuclear Medicine Technologist 1	BE	057	062
18918	Nuclear Medicine Technologist 2	BE	064	069
18916	Nuclear Medicine Technologist Lead	BE	077	082
18931	Vascular Sonographer	BE	057	062
18932	Vascular Sonographer Lead	BE	065	070

Employees will be placed on the new range at their same step as of the effective date. Progression Start Dates (PSDs) are not impacted.

Nonpermanent and temporary hourly versions of the job profiles listed above will receive the same range increase.

Increases may take up to 90 days to implement but retro pay back to the effective date of 11/16/22 will be provided.

This MOU will expire upon implementation.

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Tentatively Agreed To:

For the Union:	For the Employer:
<p>DocuSigned by: <i>Justin Nowinger</i> 08A6CB801091432...</p>	<p>DocuSigned by: <i>Laura Hartless</i> 1CB62316D8AE4A0...</p>
Date: 10/4/2022	Date: 10/4/2022

MOU: R&R INCREASES – Respiratory Care

During negotiations for the 2023-25 successor agreement, the parties reached agreement on the following recruitment and retention increases effective November 16, 2022

Job Code	Job Title	Table	Range	New Range
18958	Respiratory Care Lead	BS	068	070
18957	Respiratory Care Practitioner	BS	059	061

Employees will be placed on the new range at their same step as of the effective date. Progression Start Dates (PSDs) are not impacted.

Nonpermanent and temporary hourly versions of the job profiles listed above will receive the same range increase.

Increases may take up to 90 days to implement but retro pay back to the effective date of 11/16/22 will be provided.

This MOU will expire upon implementation.

Tentatively Agreed To:

For the Union:

For the Employer:

DocuSigned by:
Justin Novinger
08A6CB801091432...

DocuSigned by:
Laura Hartless
1CB62316D8AE4A0...

Date: 10/4/2022

Date: 10/4/2022

MOU: Pay Ranges for Registered Nurses

During negotiations for the 2023-25 successor agreement, the parties reached agreement on the following recruitment and retention increases effective January 1, 2023

Steps A to E of Pay Table BR Range 02 will be increased by two percent (2%). This increase will be based upon the salary schedule in effect December 31, 2022.

The values on Pay Table BR, Range 03 will be increased to reflect eight percent (8%) above Table BR, Range 02 at each step of the wage scale.

This MOU will expire upon implementation.

Tentatively Agreed To:

For the Union:

For the Employer:

DocuSigned by:
Justin Nowinger
08A6CB801091432...

DocuSigned by:
Laura Hartless
1CB62316D8AE4A0...

Date: 10/4/2022

Date: 10/4/2022

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MEMORANDA OF UNDERSTANDING – SEATTLE MINIMUM WAGE

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following regarding the Seattle Minimum Wage

Contract classified pay tables will be updated to reflect the current Seattle minimum wage after an across-the-board increase or a minimum wage adjustment made by the City of Seattle. Steps falling below the new minimum wage will be inactivated and employees will be moved, if needed, to the new minimum step of the range. If an across-the-board increase brings steps back above the current Seattle minimum wage, those steps will be reactivated and available for use. Whenever steps are reactivated, no employees will be moved to lower steps.

When a minimum wage increase results in a pay range with less than three (3) active steps, the parties agree that job profiles assigned to those ranges will be placed on the next available pay range in the same table. Incumbents will be placed on the new range at their current step. PSDs will not be impacted by this movement.

This MOU expires on June 30, 2025.

Tentatively Agreed To:

For the Union:

For the Employer:

DocuSigned by:
Justin Novinger
08A6CB801091432...
Date: 10/4/2022

DocuSigned by:
Laura Hartless
1CB62316D8AE4A0...
Date: 10/4/2022

SIDE LETTER A

1
2
3 July 1, 2021
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5 Ms. Diane Sosne, President
6 District 1199NW, SEIU
7 15. S. Grady Way, Suite 200
8 Renton, WA 98055
9

10 Dear Ms Sosne:

11
12 In addition to the terms and conditions of the contract, the parties confirmed that parking and release time
13 for the next round of negotiations would be handled accordingly during the life of the contract.
14

15 **PARKING/U-PASS**

16
17 The union agrees that during the life of this agreement the University may apply changes in transportation
18 policy, including adjusting parking fees and criteria for assigning parking spots, to the bargaining unit without
19 the obligation to bargain with the union. The union will continue to be able to appoint a member to
20 Harborview Medical Center's Parking Committee in accordance with Article 15.
21

22 **NON-NURSING WORK**

23
24 This is to affirm that it is the intent of Harborview Medical Center to minimize the use of Registered Nurses
25 to do non-nursing work.
26

1 **SIDE LETTER B**

2
3 In addition to the terms and conditions of the contract, the parties confirmed that parking and
4 release time for the next round of negotiations would be handled accordingly during the life of the
5 contract.
6

7 **Meal Breaks, Rest Breaks, and Missed Break Reporting:**

8
9 The University and the union agree that employees should be able to take uninterrupted meal
10 and rest breaks. It is recognized that there is a mutual and shared commitment to uninterrupted
11 breaks. The employer is responsible for creating a work environment and processes under
12 which employees are able and encouraged to take uninterrupted breaks. Employees are
13 responsible for taking such breaks. Employees shall make a good faith effort to notify their
14 supervisor/designee if the employee anticipates not being able to take a meal or rest break. The
15 supervisor/designee will make a good faith effort to provide the employee with the break.
16

17 Employees shall be allowed a paid uninterrupted rest period of fifteen (15) minutes for each four
18 (4) hours of working time. Rest periods may be taken at any point during each four (4)-hour
19 work period.
20

21 Employees who have been instructed and/or required to carry a pager or answer a phone
22 during their meal period will be compensated at the appropriate rate of pay.
23

24 **Tracking Meal and Rest Breaks**

25
26 Employees are required to report missed breaks. Either party may place the issue on the Joint
27 Labor Management Committee agenda.
28

29 **Non-retaliation**

30
31 The employer will not engage in any kind of employee intimidation or retaliation against
32 employees who report missed breaks.
33

SIDE LETTER C

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We are committed to the current break relief practices, which includes the current units/floors and break staff model (RN or Alternative). Additionally, we are committed to working through the Nurse Staffing Committee to establish strategies that enable registered nurses to take meal and rest breaks as required by law.

This side letter expires on June 30, ~~2023~~2025.

SIDE LETTER D – END TECH CALL BACK

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Electroneurodiagnostic Technologists who are required to stay past their shift for longer than forty-five (45) minutes and who are scheduled to be on standby immediately after their shift ends will be eligible for 2.5 hours of call back pay.

This MOU will expire on June 30, ~~2023~~2025.

SIDE LETTER E – DIVERSITY AND INCLUSION

July 1, ~~2021~~2023

- I. The parties acknowledge that the University’s Diversity Blueprint for 2017-2021 articulates the tri-campus community’s aspirations for becoming an inclusive and equitable environment. On an annual basis, the Office of Minority Affairs and Diversity (OMA&D) will prepare an assessment report on University-wide diversity metrics for the Board of Regent’s Diversity, Equity, and Inclusion subcommittee. An electronic copy of the report will be made available to the Union.
- II. As part of the University’s Strategic Leadership Program (SLP), the Employer shall provide all managers and supervisors of bargaining unit employees information regarding the University’s existing Staff Diversity Hiring Toolkit. Additionally, the Employer will include a content module on implicit bias and diversity in the hiring process during the SLP workshop for managers and supervisors with at least one direct report. The Employer shall distribute an electronic copy of the Toolkit annually to all managers and supervisors of bargaining unit employees.
- III. On an annual basis, the Employer will provide the Unions with a list of trainings and courses offered to staff the year prior centered on aspects of diversity, equity, and inclusion. The list will include a headcount for each offering, indicating the number of participants registered, by department.
- IV. WFSE 1488, WFSE 3488, SEIU 1199NW, and SEIU 925 will each select one (1) member to be appointed to the University of Washington Diversity Council.
- V. On an annual basis, the Employer will provide the Unions with a report on employee participation levels in Facilities relative to cultural responsiveness or cultural competency training, and manager training in implicit bias, equity, cultural responsiveness, and hiring best practices. The progress report would include an update on Facilities’ efforts to include under-represented minority members and/or women in hiring committees or interview panels.
- VI. The Employer will create a position in UW Human Resources Recruitment dedicated to designing, developing, and implementing innovative outreach programs using diversity and inclusion best practices in support of UW’s strategic initiatives.

1 **SIDE LETTER F – TRACKING DISCRIMINATION AND BIAS**
2

3 July 1, ~~2021~~2023
4

5 During negotiations for the ~~2019~~2023-~~2021~~2025 successor agreement, recognizing the
6 University's long stated goals of diversity and inclusion, the parties agree to the following:
7

- 8 I. Within ninety (90) days of the effective date of this Agreement, the Employer shall, one
9 (1) time, email all bargaining unit employees information regarding the availability and
10 purpose of the University's bias incident reporting tool as an avenue to report incidents
11 of suspected bias.
12
- 13 II. On an annual basis, the following groups will prepare an assessment report which will at
14 a minimum include information quantifying reports of discrimination, harassment, and
15 retaliation. An electronic copy of each report will be made available to the Union.
16
- 17 A. UCIRO
18
- 19 B. Safe Campus
20
- 21 C. Title IX Investigation Office
22
- 23 D. UW Human Resources Investigations
24
- 25 1. Harborview HR
26 2. UWMC HR
27

28 This side letter will expire on June 30, ~~2023~~2025.
29

SIDE LETTER G – U-PASS

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The parties agree to the following regarding U-PASS:

Employees [covered by this agreement](#), with an active permanent appointment ~~equal to or greater than a .5~~ FTE will not be charged a fee for a U-PASS.

This Side Letter expires on June 30, ~~2023~~[2025](#).

SIDE LETTER H – PFML COMMUNICATION

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The parties have agreed to amend the 2021-2023 CBA as follows:

SIDE LETTER H

Annually, the Employer and the Union shall, jointly email all bargaining unit employees information from the UW Benefits website regarding PFML Supplemental Benefits.

This Side Letter expires when the 2023 email is sent and this language will be removed from the CBA upon expiration.

SIDE LETTER J – RESPIRATORY CARE JLM

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The parties agree to the following regarding Respiratory Care:

In an effort to support the care of patients requiring Respiratory Therapy, the Employer and the Union will create a Respiratory Therapy Ad Hoc JLM group. The Ad Hoc JLM group will meet monthly for six (6) months to discuss RT staffing and the first meeting will be held within sixty (60) days of ratification. The Union may have up to three (3) member representatives plus a Union Representative.

This side letter expires June 30, 2022.

SIDE LETTER K – STAND-BY HOURS

The parties agree to the following regarding Standby/Call:

Callback Tracking. Within 90 days of ratification, the Employer will develop a reporting tool to track and review patterns in call utilization and stand-by hours.

Callback Relief. Subject to patient care considerations, the Employer will make a good faith effort to provide relief for an employee who requests the immediate next scheduled shift off or offer a change in the employee's start time or end time for the immediate next scheduled shift when the employee has been working on call within eight (8) hours of the start of their next scheduled shift. This schedule adjustment will not count as an occurrence per the Employer's Dependability Policy.

Call Staffing Committees. Within ninety (90) days of ratification, the parties will establish separate call staffing committees for the Professional Technical bargaining unit and Respiratory Care Practitioner/Anesthesia Technician/Electroneurodiagnostic Technologist bargaining unit. Each committee will have a Management Co-Chair and a Union-appointed Co-Chair. The professional technical committee will have up to eight (8) Union representative and up to an equal number of management representatives from units with mandatory call/standby. The RCP/AT/END committee will have up to four (4) Union representatives and up to an equal number of management representatives from units with mandatory call/standby. The committees will meet monthly for at least one (1) hour. If applicable, Union members will be on paid release time for up to one (1) hour for caucus.

Call Staffing Committee Duties. The committee will review and discuss the data from the tracking tool. The Committee may also mutually agree to review additional data as needed. The committees will mutually agree to established maximums for mandatory call/standby hours. The committee may also make recommendations around call staffing. The committee will mutually agree on callback guidelines.

Emergency Call Resolution Process. When the monthly average of mandatory on-call hours for a group of employees exceeds a mutually agreed upon maximum, the committee will discuss the unanticipated increases at the next monthly committee meeting with the mutual goal of reduction mandatory on-call hours, including mechanisms to authorize incentives to respond to urgent staffing needs.

The Registered Nurse bargaining unit may discuss call/standby utilization and hours at the Nurse Staffing Committee and the monthly RN JLMs.

Call Rooms. The Employer will maintain four (4) call rooms that employees who take mandatory call will have access to. Clean linens will be provided for the call rooms. Employees will contact EVS if a room is lacking clean linens.

Incentives. The Employer may offer incentives to voluntarily fill call/standby shifts to reduce the burden of mandatory call/standby. Additionally, the Call Staffing Committee may mutually agree to mechanisms to authorize incentives to respond to urgent staffing needs.

SIDE LETTER L – VIRTUAL NEO

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The parties agree to the following regarding Standby/Call:

The parties agree to the following regarding Online New Employee Orientation:

If the New Employee Orientation is conducted online, up to thirty (30) minutes of paid release time shall be provided to one (1) Union delegate to attend orientation meetings conducted virtually via Zoom. The Employer will continue to provide the Union with a list of all employees scheduled for orientation prior to the beginning of NEO. The Employer will continue to include the union orientation portion of NEO in the agenda. The Union will provide a link for the orientation which the Employer will then make available to new employees.

In situations where an employee would not otherwise have been scheduled to attend the New Employee Orientation webinar, the Employer will provide the employee with information and instructions on the Union portion of the virtual New Employee Orientation on the day that best aligns with the effective date of the employee's job change.

This information will be provided in the following instances:

1. The Employee is moving from a non-bargaining unit job to a bargaining unit job; or
2. The Employee is moving between unions.