

COLLECTIVE BARGAINING AGREEMENT  
by and between the  
UNIVERSITY OF WASHINGTON FOR HARBORVIEW MEDICAL CENTER  
(Registered Nurse Bargaining Unit, Professional/Technical Bargaining Unit,  
Social Worker Bargaining Unit, Health Care Specialist Bargaining Unit,  
Respiratory Therapist/Anesthesiology Technician Bargaining Unit)  
and  
SEIU DISTRICT 1199 NORTHWEST  
HOSPITAL AND HEALTH CARE EMPLOYEES UNION

**PREAMBLE**

This Agreement is made by and between the Board of Regents of the University of Washington, hereinafter referred to as the "Employer" and SEIU District 1199 Northwest, Hospital and Health Care Employees Union, hereinafter referred to as the "Union" representing certain employees of Harborview Medical Center.

**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.

**ARTICLE 2 - NONDISCRIMINATION**

- 2.1 Policy. Neither the Employer nor the Union shall discriminate against any employee who may be a qualified disabled individual, a disabled veteran or a veteran of the Vietnam era or because of race, religion, color, national origin, creed, sex, age, marital status, political affiliation or sexual orientation, or membership or nonmembership in the Union.
- 2.2 Sexual Harassment. Prohibited sex discrimination includes sexual harassment, defined as the use of one's authority or power, either explicitly or implicitly, to coerce another into unwelcome sexual relations or to punish another for his/her refusal, or as the creation of an intimidating, hostile, or offensive working or educational environment.
- 2.3 A discrimination complaint may be filed with the University Complaint and Investigation and Resolution Office (UCIRO) and/or as a grievance in accordance with Article 27 of this Agreement. Employees may also file discrimination complaints with appropriate federal or state agencies. The parties agree to encourage the filing of discrimination complaints through the University Complaint Investigation and Resolution Office (UCIRO).

### **ARTICLE 3 - 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 4 - RECOGNITION/EMPLOYER**

- 4.1 The Employer recognizes the Union as the exclusive bargaining representative for all employees whose classifications appear in Article 6 of this Agreement and are employed in the recognized bargaining units.
- 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.

### **ARTICLE 5 - UNION REPRESENTATIVE, DUES DEDUCTION, ACTIVITIES**

- 5.1 Dues Deduction. The Employer shall provide for payroll deduction of uniform union dues for employees in the bargaining units on the monthly payroll upon written authorization by the individual employee. Recognized payroll deduction authorization cards which are submitted to the Employer's Payroll Office by the 15th day of the month shall become effective as of the first day of the same month.

Employees who move to a position in another bargaining unit represented by the Union will have their Union deduction continued when it is a condition of employment in the new position. When an employee covered by this contract moves to a position that is not covered by this contract, fees deducted on behalf of the Union will cease.

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

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

- 5.2 Staff Representative. After notifying the appropriate administrator, the Union's authorized staff representatives shall have access to the Employer's premises where employees covered by this Agreement are working, excluding patient care areas, for the purpose of investigating grievances and contract compliance. Such visits shall not interfere with or disturb

employees in the performance of their work during working hours and shall not interfere with patient care.

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

- (a) Registered Nurse Bargaining Unit. One Union delegate on each nursing unit with up to thirty (30) permanent bargaining unit nurses and an additional delegate on units with more than thirty (30) nurses. The clinics shall be considered a nursing unit and for their purposes only the Union may designate a minimum of two Union delegates irrespective of the number of permanent nurses assigned.
- (b) Professional/Technical Unit. Five delegates.
- (c) Health Care Specialist Bargaining Unit. Four delegates.
- (d) Social Worker Bargaining Unit. Four delegates.
- (e) Respiratory Therapist/Anesthesiology Technician Unit. Three delegates (two RT's and one AT).

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

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

Delegates will normally process grievances only in their own units.

The Union shall annually submit an up-to-date list to the Office of Labor Relations indicating the names of all Union delegates, their work locations

and jurisdiction. The Office of Labor Relations shall be notified of changes as they occur. Union delegates shall not be recognized until the Office of Labor Relations is informed of their appointment.

- 5.4 Rosters. On a monthly basis the Employer shall provide to the Union an electronic list of new employees, terminated employees, and employees moving into the bargaining units. The list will include the employee's name, appointing department, home department, job class, FTE status, employment date, mailstop and employee identification number.

On a quarterly basis the Union will be provided with an electronic list of all bargaining unit employees. The list shall include the employee's name, employee identification number, appointing department, home department (unit), job class, FTE status, employment date and mail stop.

On a quarterly basis, the Union will be provided a list of the home addresses of bargaining unit employees.

- 5.5 Contract Distribution. The Employer shall provide a copy of this Agreement for each employee in the bargaining units. The cost of printing labor contracts will be shared equally between the parties.

- 5.6 Bulletin Board. A bulletin board in a prominent location shall be made available and designated for use by the Union for the posting of notices and information pertaining to official business of the Union. Designated space in prominent locations in each work area or in an area accessible to where employees work shall also be made available for use by the Union for the same purpose.

- 5.7 Union Shop. The Employer shall notify each employee hired into the bargaining units of the Union shop requirement. The Union shop requirement will be defined as the obligation, beginning no later than the 30<sup>th</sup> day following the beginning of employment, to become a member of the Union and pay membership dues, pay an agency fee equal to membership dues, pay a representation fee established by the Union in accordance with applicable law, or pay a nonassociation fee (see Appendix II-Nonassociation Fee Process). In addition, the employer will distribute a recognized application for Union membership and a Union contract to each new employee covered by this contract.

Failure by an employee to abide by the aforementioned provision of this Article shall constitute just cause for discharge. The Employer, however, has no duty to act until the Union makes an appropriate written request for discharge and verifies (by forwarding to the Employer a copy of the written notification to the employee) that the employee received written notification from the Union regarding violation of Union shop requirements. Written

notification to the employee from the Union shall indicate the amount owing, method of calculation if appropriate, and that non-payment will result in discharge by the Employer.

- 5.8 Meeting Facilities. The Union shall be permitted to use designated hospital facilities for meetings of the local unit, with or without Union staff present, provided sufficient advance notice is given to the Employer and space is available on the date requested. Such meetings shall be for professional purposes and shall be held during the employees' own free time.
- 5.9 Storage Space. Storage space shall be made available for the use of the local unit.
- 5.10 Delegate Training. During each year of this Agreement, the Union may use up to 120 hours of paid release time to participate in delegate training sponsored by the Union accordingly:

<u>Registered Nurses</u>	eight (8) hours each for six (6) RN
<u>Health Care Specialists</u>	eight (8) hours each for two (2) HCS
<u>Social Workers</u>	eight (8) hours each for two (2) members of the Social Worker Unit
<u>Imaging Technologist</u>	eight (8) hours each for two (2) Imaging Technologists
<u>Respiratory Therapists</u>	eight (8) hours each for two (2) RT
<u>Anesthesiology Technicians</u>	eight (8) hours for one (1) AT

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

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

- 5.11 Voluntary Political Action Fund Deduction. During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by a separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer

harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

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

## **ARTICLE 6 - BARGAINING UNIT CLASSES/DEFINITIONS**

6.1 Classes. Current classes included in the bargaining units covered by this contract are as follows:

(a) Registered Nurse Bargaining Unit

Pay Table BJ

(8903) Registered Nurse 2 (Staff Nurse)

(8904) Registered Nurse 3

(b) Professional/Technical Bargaining Unit

Pay Table BE (Except Nuclear Med Technologist Lead which is Pay Table BF)

(8919) Imaging Tech Trainee

(8921) Imaging Technologist

(8925) Imaging Tech Lead

(8922) Imaging Tech Computed Tomography

(8923) Imaging Tech - Angiography

(8924) Imaging Tech - Magnetic Resonance Imaging

(8926) Imaging Tech - Mammography

(8913) Diagnostic Medical Sonographer

(8914) Diagnostic Medical Sonographer Lead

(8915) Diagnostic Medical Sonographer Specialist

(8916) Nuclear Med Technologist Lead

(8917) Nuclear Med Technologist 1

(8918) Nuclear Med Technologist 2

(c) Social Worker Bargaining Unit  
Pay Table BC

- (8942) Social Worker Assistant 2
- (8943) Social Worker I
- (8944) Social Worker II

(d) Health Care Specialist Bargaining Unit  
Pay Table BD

- (8933) Health Care Specialist
- (8934) Health Care Specialist Lead
- (8935) Health Care Specialist – Inpatient
- (8936) Health Care Specialist Lead – Inpatient

(e) Respiratory Therapist/Anesthesia Technician Bargaining Unit  
Pay Table BE

- (8956) Respiratory Care Associate
- (8957) Respiratory Care Practitioner
- (8958) Respiratory Care Lead
- (8959) Anesthesiology Technician Lead
- (8960) Anesthesiology Technician 2

Notes:

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

6.2 Full-Time Employees. An employee who is classified staff and is regularly scheduled on a forty (40) hour week in a seven (7) day period, or an eighty (80) hour week schedule in a fourteen (14) day period.

6.3 Part-Time Employees. An employee who is classified staff and who is regularly scheduled to work a minimum of twenty (20) hours in a seven (7) day period or forty (40) hours in a fourteen (14) day period. Such employees receive prorated salaries and benefits.

- 6.4 Per Diem/Hourly Employees. Per Diem/hourly employees are temporary University employees not covered under the provisions or the terms of this labor agreement.

Per Diem/hourly employees may be used for the purpose of providing coverage during periods when regular staff are on leaves such as vacation, sick, education, parental, retention, union and all other leaves covered by the contract. Per Diem/hourly employees may also be used to provide coverage for recruitment of vacancies, orientation periods and fluctuation in census.

The employer will provide quarterly reports to the Union on the use of Per Diem/hourly employees employed during the quarter, by unit, and number of hours worked in the quarter.

- 6.5 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.

- 6.6 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 three (3) months. In no event will the probationary period exceed nine (9) months.

Trial Service Period. An employee who voluntarily moves from one position in the bargaining unit to another (excluding shift changes on a given work unit) shall have a trial service period of six (6) weeks. During the trial service period either the employee or the employer may elect for the employee to return to his/her position without notice and without recourse to the grievance procedure. In the event the former position has been filled with a permanent employee, the employee will be placed on the rehire list.

- 6.7 Charge Nurse. A Registered Nurse 2 (staff nurse) who is assigned responsibility for an organized unit for a period of four (4) or more hours. Charge nurse responsibility shall not overlap on the same shift. "Organized

unit" shall be defined by the Employer. Upon successful completion of the probationary period, all nurses shall be eligible to apply for training as charge nurse. If a nurse is not accepted into training, the nurse will receive an explanation.

Management will make a good faith effort not to assign charge duty to a float nurse. Nurses regularly assigned to a specific unit and who are qualified to act in charge will be placed in charge before a nurse floated to that unit is placed in charge. On all units, the charge nurse will use her/his professional judgment when it is necessary to take patients, based on patient needs and nurse competency. Nurses floating to a unit shall then be assigned charge only by mutual consent.

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

- 6.8 Preceptor. A Registered Nurse 2 may serve as a preceptor after successfully completing a preceptor workshop or equivalent documented training and agreeing to and being appointed to be specifically responsible for planning, organizing, and evaluating the new skill development of one or more RNs or LPNs enrolled in a defined orientation program, the parameters of which have been set forth in writing by the Employer. This includes teaching, clinical supervision, role modeling, feedback, evaluation (verbal and written) and follow up of the new or transferring employee.

The RN 2 preceptor is eligible to receive preceptor premium pay when actually engaged in preceptor role responsibilities with/on behalf of the orienting RN or LPN.

An RN 2 substituting for the original preceptor during a period of absence and who has been designated to carry out the preceptor's complete responsibility (including following and/or adjusting the plan to meet learning needs and providing oral and written evaluation input) will receive preceptor pay.

## 6.9 Certification

Registered Nurses. Nurses certified in a specialty area by a national organization and working in that area of certification shall be paid a premium provided the particular certification has been approved by the Associate Administrator for Patient Care, or designee, and further provided that the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. A certified nurse is eligible for only one certification premium regardless of other certifications the nurse

may have. Certified nurses will notify their respective Director/Manager in writing at the time certification is received, providing a copy of the original certification document. Certification pay will be effective the first full pay period after the date documentation is received by the Director/Manager.

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

Respiratory Care Practitioners. A Respiratory Care Practitioner registered as a Registered Respiratory Therapist (RRT) by the National Board for Respiratory Therapists, a national organization, shall be paid a premium provided the certification has been approved by the Respiratory Care Manager or designee. A Respiratory Care Practitioner is eligible for only one certification premium regardless of other certifications the employee may have. Employees registered as a RRT will notify their respective Supervisor/Manager in writing at the time the RRT certification is received, providing a copy of the original certification document. Current staff who do not have the original RRT certification document should provide reasonable proof to validate their RRT status. Certification pay for RRT will be effective the first full pay period after the date documentation/proof is received by the Supervisor/Manager.

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

## **ARTICLE 7 - HOURS OF WORK AND OVERTIME**

- 7.1 **Work Day.** The standard work day for an employee assigned to the first, second, or third shifts, shall consist of eight (8) hours work to be completed within eight and one-half (8-1/2) consecutive hours with a thirty (30) minute meal period on the employee's own time if relieved of his/her duties during this period. The employee shall be allowed thirty (30) minutes to eat his/her meal during the shift. Employees required to remain on duty during their meal period shall be compensated for such time at the appropriate rate of pay.

Employees in the bargaining units shall be granted a fifteen (15) minute rest period within each four (4) hour period in accordance with state law.

Other work schedules may be instituted in the future which would be mutually acceptable to supervision and the employees concerned. Employees working a twelve hour shift will receive three rest periods.

- 7.2 **Work Week/Period.** A standard work week shall consist of forty (40) hours of work within seven (7) days, or eighty (80) hours within a fourteen (14) day period according to mutual agreement between the Employer and individual employee.
- 7.3 **Overtime.** Both the Employer and Union concur that overtime shall be minimized. In case overtime is required by supervision, volunteers will be sought first when practicable. Time worked beyond the regularly scheduled shift in one day, the standard week in one seven (7) day period, or eighty (80) hours within a fourteen (14) day period as defined above shall be considered overtime. Effective June 16, 2009 sick leave paid for will no longer count toward the calculation of overtime.

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

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

As an option to wage payment above, compensatory time off may be requested by an employee and granted by the Employer at a mutually acceptable time on the basis of one and one-half the amount of overtime worked, or double time for registered nurses as appropriate.

Overtime shall be considered in effect if fifteen (15) minutes or more are worked after the end of the scheduled shift and shall be calculated to the nearest thirty (30) minutes.

Upon implementation of the KRONOS system (see Side Letter A), the above paragraph will be replaced with a provision for a grace period around which overtime will be triggered and compensated to the nearest minute. The grace period will be discussed by the KRONOS Committee prior to implementation. Unless otherwise agreed, the grace period shall be seven (7) minutes before/after the scheduled shift.

- 7.4 Work Schedule. The Employer shall plan and post a four (4) week schedule at least two (2) weeks prior to the beginning of that four (4) week schedule. Schedule requests shall be submitted to the Nurse/Department Manager no later than three (3) weeks before the schedule is posted. Prior to the schedule being posted, factors such as staff requests, unexpected leaves of absence or terminations may affect the approval of schedule requests. After the schedule is posted, an individual employee's schedule may be changed only by mutual agreement between the supervisor and employee concerned.
- 7.5 Weekends - Registered Nurses/Social Workers I and II/Health Care Specialists/Leads: The Employer will make a good faith effort to schedule all employees to every other weekend off, or to two weekends off out of four successive weekends. Except in emergency situations, all such employees shall be scheduled as stated above. However, in the event any employee agrees to work on an unscheduled weekend all time worked on the unscheduled weekend shall be paid at the rate of time and one-half (1 ½) the regular rate of pay. Time worked on the next regularly scheduled weekend shall be at the employee's regular rate of pay. The weekend shall be defined for first (day) and second (evening) shift personnel as Saturday and Sunday. For third (night) shift personnel, the weekend shall be defined as Friday night and Saturday night. This section shall not apply to employees who request more frequent weekend duty or who request weekend work on a continuous basis, or who trade single or double days on the weekend.
- 7.6 Shift Rotation. Required scheduled shift changes shall be limited to three (3) per month with at least fifteen (15) hours off between changes. The Employer will make a good faith effort to limit required shift changes to two (2) per month. A scheduled shift change shall be defined as a change of working hours in which a majority of working time occurs in a different shift. For purposes of this section, shifts are defined as days, evenings or nights. Management will make a good faith effort not to create new rotating shift positions.
- 7.7 Double Shifts. In the event double shifting is necessary, it will occur through mutual agreement between the employee and supervision.

- 7.8 Work in Advance of Shift. When an employee at the request of the Employer, reports for work in advance of the assigned shift and continues working through the scheduled shift, all hours worked prior to the scheduled shift shall be paid at one and one-half times the employee's regular rate.
- 7.9 Rest Between Shifts – Registered Nurses. A good faith effort shall be made to provide an unbroken period of at least twelve hours off work between scheduled shifts, unless an individual nurse's request for variation to this is approved by supervision. Nurse(s) regularly scheduled to work eight or nine hour shifts will qualify for Rest Period Premium Pay if they do not receive an unbroken rest period of twelve hours between scheduled shifts. Nurses regularly scheduled to work ten or twelve hour shifts will qualify for Rest Period Premium Pay if they do not receive an unbroken rest period of ten and one-half hours between scheduled shifts.

Social Workers/Health Care Specialists. A good faith effort shall be made to provide an unbroken period of at least twelve (12) hours off work between scheduled shifts, unless an individual employee request for variation to this is approved by supervision. Employees regularly scheduled to work eight (8) or nine (9) hour shifts will qualify for Rest Period Premium Pay if they do not receive an unbroken rest period of twelve (12) hours between scheduled shifts. Employees regularly scheduled to work ten (10) or twelve (12) hour shifts will qualify for Rest Period Premium Pay if they do not receive an unbroken rest period of ten and one-half (10-1/2) hours between scheduled shifts. In the event an employee is scheduled without the appropriate rest between shifts as specified above, all time worked within the specified rest period (twelve [12] hours or ten and one-half [10-1/2 hours]) shall be paid at time and one-half (1-1/2).

## **ARTICLE 8 - EDUCATIONAL AND PROFESSIONAL DEVELOPMENT**

- 8.1 Definition. The educational and professional leave program shall consist of two components, inservice training and elective educational and professional leave. The Employer shall continue to provide inservice, including skills classes, and elective educational and professional leave opportunities to employees. The program is designed to increase staff proficiency and to prepare staff for greater responsibility. This recognizes the joint commitment of HMC and employees to the delivery of quality patient care as well as employee interest in enhancing individual professional skills.
- 8.2 Inservice Education. Inservice education programs shall be instituted and maintained within the hospital. The programs shall be made available to all employees regardless of shift, and the Medical Center will make a good faith effort to provide as many programs as practical on more than one shift. These programs are to contribute toward staff development and

toward the preparation of staff for greater proficiency and/or responsibility. To accomplish this, educational resources from both inside and outside the hospital can be utilized.

Employees in the bargaining units shall be expected to participate in inservice education programs offered during working hours; coverage will be provided when necessary as determined by the Nurse/Department Manager or designee. If an employee is requested to attend an inservice program on off-duty time, he/she shall be given time off on the basis of one and one-half times at a later time within the same pay period which is mutually acceptable to the employee and supervisor or paid in accordance with Article 7, Section 3. For inservices that can be pre-scheduled and for which the Employer has determined that attendance will be mandatory, the Employer will make a good faith effort to give at least two weeks advanced notice when employees will be required to attend on off-duty time. These programs shall be planned as feasible to meet CEARP requirements for approval. Employees shall be expected to incorporate new learning into job performance.

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

### 8.3 Educational and Professional Leave.

Registered Nurses – Permanent full-time nurses may be granted up to five (5) days within a 12-month period at the nurse's base salary for the purpose of attending educational and professional programs as defined below. The Employer will grant a minimum of three (3) days of educational/professional leave within a 12-month period to nurses requesting such leave.

Social Worker I, II, Social Worker Assistant 2 – For Social Worker 1's and 2's and Social Worker Assistant 2's who have completed their probationary period, up to forty (40) hours shall be granted annually to each individual bargaining unit employee and prorated for each individual part time bargaining unit employee for educational and/or professional leave.

Health Care Specialists/Leads – For Health Care Specialists/Leads who have completed their probationary period, up to sixty-four (64) hours shall be granted annually for each individual bargaining unit employee and prorated for each individual part-time bargaining unit employee for educational and/or professional leave.

Respiratory Care Practitioner/Lead; Anesthesiology Tech 2/Lead – For Respiratory Care Practitioners/Leads and Anesthesiology Tech 2's/Leads who have completed their probationary period, up to five (5) days, prorated

for part-time, shall be granted annually for each individual bargaining unit employee for educational and/or professional leave. The Employer will grant a minimum of three (3) days of educational/professional leave within a 12-month period to employees requesting such leave.

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

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

- (a) short-term conferences for educational and professional growth and development in the employee's specialty;
- (b) enhancement and expansion of clinical skills for positions at HMC;
- (c) meetings and committee activities of the employees' respective professional associations which are designed to develop and promote programs to improve the quality and availability of service and health care;
- (d) those inservice educational programs attended on a voluntary basis; and
- (e) any educational programs necessary to maintain licensure.

Request for educational and professional leave shall be submitted in writing on the appropriate form to the immediate supervisor with at least two calendar weeks' notice and shall be responded to in writing, including the reason for any denial, within two calendar weeks of the receipt of the request.

8.4 Education Support Funds. In support of HMC's commitment to continuing professional education and development, the Employer will establish continuing education funds to assist permanent employees with continuing education expenses including but not limited to certification and re-certification fees, books, magazines, seminars, tuition for college courses, audio or video cassette courses, conference registration, and travel related expenses for conferences.

Registered Nurses. The Employer will provide \$200.00 per bargaining unit nurse FTE at the beginning of each fiscal year. From the beginning of the fiscal year through the end of February of the following year, each nurse

shall be guaranteed up to the \$200.00 (pro-rated for part-time nurses) to pay for continuing education expenses. Nurses who, prior to end of February, have a request approved for use of guaranteed education support money after the end of February shall have that money set aside for such use and it will not be pooled as outlined below.

Effective March 1 the unspent portion of the \$200.00 per bargaining unit FTE shall be pooled on a hospital-wide basis. Also, effective March 1 HMC will add \$25,000 to the fund. From March 1 through the end of the fiscal year, the fund shall be allocated on an equitable basis.

There shall be an annual maximum usage of \$500.00 per nurse (which includes that portion of the \$200.00 per bargaining unit FTE used by the nurse). Nurses may request to be reimbursed for continuing education expenses incurred prior to March 1 which exceeded the nurses' guaranteed allocation.

Professional/Technical Bargaining Unit Members. A pool of \$26,000 per fiscal year shall be set aside to fund continuing education in the Professional/Technical bargaining unit.

RT/AT Bargaining Unit Members. For employees in the RT/AT bargaining unit \$200.00 per FTE (pro-rated for part-time) per fiscal year shall be made available to fund continuing education. Effective March 1 the unspent portion of the \$200.00 per bargaining unit FTE shall be pooled (RT money shall be pooled for use by RT's; AT money will be pooled for use by AT's). From March 1 through the end of the fiscal year, the fund shall be allocated on an equitable basis. There shall be an annual maximum usage of \$500.00 per employee (which includes that portion of the \$200.00 per bargaining unit FTE used by the employee). Employees may request to be reimbursed for continuing education expenses incurred prior to March 1 which exceeded the employee's guaranteed allocation. Employees who, prior to the end of February, have a request approved for use of guaranteed education support money after the end of February shall have that money set aside for such use and it will not be pooled.

Social Worker Bargaining Unit Members. The Employer will provide up to \$500.00 for each individual full-time bargaining unit employee per year prorated for each part-time bargaining unit employee. On March 1 of each fiscal year the unspent portion of the \$500.00 per bargaining unit FTE shall be pooled on a department-wide basis. From March 1 through the end of the fiscal year, the fund shall be allocated on an equitable basis. There shall be an annual maximum usage of \$850.00 per bargaining unit employee (which includes that portion of the \$500.00 per FTE used by the employee). Employees may request to be reimbursed for continuing

education expenses incurred prior to March 1 which exceeded the employees' guaranteed allocation.

Health Care Specialists/Leads. The Employer will provide up to \$1,300.00 per year (effective July 1, 2006 this will increase to \$1,500.00) for each individual full time bargaining unit employee prorated for each individual part time bargaining unit employee. Effective March 1 the unspent portion of the \$1500.00 per bargaining unit FTE shall be pooled. From March 1 through the end of the fiscal year, the fund shall be allocated on an equitable basis. There shall be an annual maximum usage of \$1800.00 per employee (which includes that portion of the \$1500.00 per bargaining unit FTE used by the employee). Employees may request to be reimbursed for continuing education expenses incurred prior to March 1 which exceeded the employee's guaranteed allocation. Employees who, prior to the end of February, have a request approved for use of guaranteed education support money after the end of February shall have that money set aside for such use and it will not be pooled.

## **ARTICLE 9 - SALARIES/PAY ITEMS**

- 9.1 The salary schedules for employees in the bargaining units are shown in Appendix IV.
- 9.2 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, s/he 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.

- 9.3 Periodic Increments (Salary Step Increments). Annually the salary of employees covered by this Agreement will be increased by one step on the employee's periodic increment date until the employee has reached the top

step of the appropriate salary range. For purposes of periodic salary step increases, the periodic increment 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 a leave of absence without pay exceeds ten (10) working days in any calendar month, or exceeds ten (10) consecutive working days, the periodic increment date will be extended by one (1) month. Leaves of absence for Worker's Compensation, military service, as a result of a cyclic year position, or for the purpose of formal collective bargaining sessions, will not alter the periodic increment date.

When an employee returns from layoff status, the periodic increment 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.

#### **ARTICLE 10 - 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 11 - TUITION EXEMPTION PROGRAM**

Eligible full-time 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:

- (1) The employee must be a regular monthly .5 FTE or more employee for six or more consecutive months.
- (2) The employee must be admitted as a student to the University.
- (3) The employee must pay a fee for each quarter enrolled when taking courses.
- (4) No more than six credits will be eligible for tuition exemption during the quarter in which the waiver is granted.
- (5) Participants are not eligible for student benefits.

- (6) 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 12 - PREMIUM PAY**

- 12.1 Shift Premium. A shift premium shall be paid to employees (see Appendix IV – Salary Schedules and Premiums).

Part-time classified staff employees shall receive prorated shift premium based on their regular monthly hours of work.

- 12.2 Charge Nurse Pay. Nurses meeting the definition of Charge Nurse in Article 6.8 shall receive charge nurse pay.

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

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

All premiums are in Appendix IV – Salary Schedules and Premiums.

- 12.3 Standby Premium. Off-duty standby assignments shall be determined in advance by supervision. Volunteers will be used for standby assignment when practicable. Standby premiums for employees placed on standby off the hospital premises are in Appendix IV – Salary Schedules and Premiums.

- 12.4 Call Back – From Standby. Any time actually worked in call back from standby shall be compensated at the rate of time and one-half the regular rate of the employee concerned and shall be paid in addition to any compensation for standby. When called back, the employee shall receive premium pay for a minimum work period of two and one-half hours.

Call Back – Not From Standby. When an employee has left the institution grounds and is called to return to work outside of regularly scheduled hours to handle emergency situations which could not be anticipated, he/she shall receive pay for time actually worked. Time worked shall be compensated at time and one-half and shall be paid for a minimum of two and one half (2 ½) hours. Time worked immediately preceding the regular shift does not constitute call back, provided time worked does not exceed two hours or notice of at least eight hours has been given.

- 12.5 Temporary Assignment to a Higher Position. Whenever an employee is temporarily assigned in writing by the Employer to regularly perform the principal duties of a higher level position for a period of five or more scheduled working days within the employee's standard work period as specified in Article 7, Section 2, he/she shall be compensated at a salary which represents a two step increase beyond the employee's current step for such period of assignment. Said increase shall be paid beginning with the first day and to include the days working such assignment. Such assignments must be by mutual agreement.

### **ARTICLE 13 - EMPLOYMENT PRACTICES**

- 13.1 Re-employment. For purposes of accrual of benefits, employees covered by this agreement who are re-employed will be treated as newly hired except that an employee who has been laid off because of lack of funds or curtailment of work and who is re-employed within twenty-four months (plus a twelve month extension if requested) shall be entitled to previously accrued benefits and placement on the salary schedule which he/she had at the time of layoff.
- 13.2 Personnel File. An employee shall have access to his/her own personnel file for review in the office upon written request to the Associate Administrator for Patient Care Services or Clinic Administrator or designee or appropriate Department Director or designee. The Employer may remove any documents in a probationary employee's file which were obtained through assurances of confidentiality to a third party at the time of original appointment.

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

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

After three years, employees may request the removal of documents in their personnel file that were created under Article 21.3. If the request is denied, employees will be given a written reason for the denial.

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

13.4 Performance Evaluations. It is the intention of hospital management during the probationary period and thereafter to give bargaining unit employees a performance evaluation in accordance with the hospital's evaluation procedure. Further, it is the intention of hospital management to advise each employee of the status of his/her work performance in accordance with appropriate standards of practice as needed or through the performance evaluation mechanism.

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

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

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

13.6 Employee Assistance. The Employer and the Union recognize that alcoholism and chemical dependency are chronic and treatable conditions. Efforts should be made to identify these conditions and treatment options established at an early stage to prevent or minimize erosion in work performance. The Employer and the Union will encourage and support employees' participation in appropriate programs including the UW Care Link services, through which employees may seek confidential assistance in the resolution of chemical dependency or other problems which may impact job performance.

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

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

(a) introduction to the charge nurse and/or employee resource for the shift;

- (b) review of emergency procedures for that unit;
- (c) tour of the physical environment and location of supplies and equipment;
- (d) review of the patient assignment and unit routine.

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

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

See also Article 6.7 regarding charge nurse duties when floating. New Graduate/Returning employees will normally not be floated unless their unit is closed. In this case they will be assigned a specific preceptor or resource employee to provide close and direct supervision. A record of the order of floating will be maintained on the unit for a reasonable period of time.

- 13.8 Float Pools - Nurses. The Union and the Employer recognize the value of trained float pools to assist in providing the additional RN staff required to meet the acuity of the patients on the unit, the census/volume and to cover vacations, continuing education contract committees and unscheduled absences.
- 13.9 Travel Pay. Any employee required by the Employer to travel to a place of work other than his/her regular official duty station shall be reimbursed for travel costs, if eligible, in accordance with University policy.
- 13.10 Employment Information. A written form will be used to specify initial conditions of hiring (including number of hours to be worked, rate of pay, unit and shift).

Upon request to their immediate supervisor, employees will be given written confirmation of a change in status or separation in accordance with University of Washington policy.

Upon request to their immediate supervisor, records shall be readily available for employees to determine their number of hours worked, rate of pay, sick leave accrued and vacation accrued.

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

- 13.12 Delegation of Nursing Care. The Union and the Employer acknowledge that the professional nurse is responsible for determining the competency and skill of all persons to whom they delegate a task. The nurse may determine not to delegate such tasks in accordance with the Nurse Practice Act.
- 13.13 Staffing Practices. The Employer recognizes that implementing a joint labor/management partnership for determining staffing produces a better work environment that ensures that patients receive quality care and that there is recruitment and retention of registered nurses.

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

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

Management will collect data surrounding effectiveness indicators and share the data quarterly at the Joint Labor Management committee. Examples of indicators may include: patient falls, workplace injuries, patient complaints, percentage of shifts below matrix, numbers of new orientees including students, sick time usages, float pool hours utilized, overtime hours utilized, etc. In addition, for Health Care Specialists data regarding RVU's (which incorporate the provider FTE, patient complexity, number of patient visits, etc.) will be collected.

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

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

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

13.14 Payroll Errors. Recognizing the importance of employees receiving correct pay, the Medical Center intends to correct payroll errors as soon as possible but will correct payroll errors of \$50.00 or more within 5-7 working days.

13.15 Contracting Out. The University will not contract out work which results in the layoff of bargaining unit employees who are employed prior to the time of the execution or renewal of the contract. It is the intent of the Medical Center to minimize the employment of agency and traveler personnel. The Medical Center will continue its efforts to recruit and retain a broad base of regular full-time and part-time employees.

#### **ARTICLE 14 - HOLIDAY AND VACATION SCHEDULE**

14.1 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	Day After Thanksgiving
Independence Day	Christmas Day
	Personal Holiday

The Employer may designate other days to be observed in lieu of the above holidays.

The University of Washington designated holiday schedule will apply to employees normally having holidays off who are assigned to fixed Monday through Friday work patterns. If required to work on the designated holiday, holiday pay (time and one-half – 1 ½) will apply to the shifts in which the majority of hours occur on the designated holiday.

Employees who are assigned to other work patterns normally including holidays will receive holiday pay for the shifts on which the majority of hours occur on the actual holiday (e.g. Christmas is December 25; New

Year's, January 1; Veterans Day, November 11) regardless of the day of the week or designated University of Washington holiday.

Personal Holiday.

- (1) Each employee may select one personal holiday each calendar year in accordance with the following:
  - (a) The employee has been continuously employed by the institution for more than four (4) months;
  - (b) The employee has given not less than fourteen (14) calendar days written notice to the supervisor; provided, however, the employee and the supervisor may agree upon an earlier date; and
  - (c) The number of employees selecting a particular day off does not prevent providing continued public service.
- (2) Entitlement to the holiday will not lapse when denied under (1) (c) above.
- (3) Full-time employees shall receive eight (8) hours of regular holiday pay for the personal holiday. Any differences between the scheduled shift for the day and eight (8) hours may be adjusted by use of vacation leave, use or accumulation of compensatory time as appropriate, or leave without pay.
- (4) Part-time classified employees shall be entitled to the number of paid hours on a personal holiday that their monthly schedule bears to a full time schedule.

14.2 Vacation Leave. The current accrual schedule for full-time employees is as follows:

<u>During</u>	<u>Paid Vacation Days</u>
1st year	12
2nd year	13
3rd and 4th years	14
5th - 9th years	15
10th year	16
11th year	17
12th year	18
13th year	19
14th year	20
15th year	21
16th year	22

### 14.3 Vacation Leave - Use.

- (1) Vacation leave may not be taken until an employee has completed six (6) months of continuous employment. An employee bringing an accrued balance from another state agency may use the previously accrued vacation leave during the institutional probationary or trial service period.
- (2) All requests for vacation leave 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 15.12.
- (3) Vacation leave 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, leave will be scheduled in accordance with the wishes of the employee in any amount up to the total of his/her earned leave credits.
- (4) Paid vacation leave 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.

### Vacation Leave - Accumulation-Excess.

Vacation leave credits may be accumulated to a maximum of thirty working days (240 hours). However, there are two methods which allow vacation leave to be accumulated above the maximum:

- (1) If an employee's request for vacation leave is denied by the employing official, then the maximum of thirty (30) working days accrual shall be extended for each month that the leave is deferred provided a statement of necessity justifying the denial is approved by the Personnel Officer.
- (2) As an alternative to subsection (1) of this section, employees may also accumulate vacation leave in excess of thirty days as follows:
  - (a) An employee may accumulate the vacation leave days between the time thirty (30) days is accrued and his/her anniversary date of state employment.

- (b) Such accumulated leave shall be used by the anniversary date and at a time convenient to the employing institution/agency. If such leave is not used prior to the employee's anniversary date, such leave shall be automatically extinguished and considered to have never existed.
- (c) Such leave credit accumulated shall never, regardless of circumstances, be deferred by the employing institution/agency by filing a statement of necessity described in subsection (1) of this section.

#### Vacation Leave - Cash Payment.

Bargaining unit members who have completed six (6) continuous months of employment and who separate from service by resignation, layoff, dismissal, retirement or death are entitled to a lump sum cash payment for all unused vacation leave. In the case of voluntary resignation, an employee may be required to provide fourteen (14) calendar days' notice to qualify for such lump sum cash payment. Vacation leave payable under this section shall be computed and paid as prescribed by the Office of Financial Management. No contributions are to be made to the Department of Retirement Systems for lump sum payment of excess vacation leave accumulated nor shall such payment be reported to the Department of Retirement Systems as compensation.

- 14.4 Vacation and Leave Balances. Monthly printouts of employees' vacation and other leave balances will continue to be provided until this information is web based.

### **ARTICLE 15 - LEAVES OF ABSENCE**

- 15.1 Leave Procedure. All leaves as delineated in Sections 2 through 11 below are to be requested from the Employer in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the Associate Administrator for Patient Care Services or Clinic Administration, or respective designee, within 30 days.
- 15.2 Parental Leave.
  - (1) Parental leave shall be granted to a permanent employee because of the birth of a child of the employee and in order to provide care, or because of the placement of a child with the employee for adoption or foster care.

- (2) An employee is entitled to a total of twelve workweeks for disability leave, parental leave, and family medical leave-serious health condition during any twelve-month period.
  - (a) Parental leave shall not total more than four (4) months, including the twelve (12) workweeks provided in 15.2(2), unless additional time is granted by the Human Resources official.
  - (b) Requests for up to four (4) months of parental leave that exceed the provisions of 15.2(2) may be denied on the basis of operational necessity.
  - (c) Parental leave must be taken during the first year following the child's birth or placement of the child with the employee for adoption or foster care.
- (3) The employee shall submit a written request for parental leave to the employing official or designee and must receive the approval of both the employing official and the Human Resources official.
  - (a) The employee shall provide not less than thirty (30) days notice, except that if the child's birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide notice as is practicable.
  - (b) Within ten (10) working days of the receipt of the request, the institution shall provide the employee with a written response and, if the leave is denied, rationale supporting the operational necessity.
- (4) Parental leave may be a combination of vacation leave, personal holiday, compensatory time, and leave of absence without pay. The combination and use of paid and unpaid leave during a parental leave shall be per choice of the employee.
- (5) The institution shall maintain health care coverage during parental leave granted under 15.2(2), in accordance with the requirements of the public employee's benefits board. As specified in the federal Family and Medical Leave Act of 1993, the institution may recover the premium for maintaining coverage during the period of unpaid parental leave if the employee does not return to work.
- (6) If necessary due to continued approved parental leave, the employee shall be allowed to use eight (8) hours per month of the accrued paid leave identified in subsection (4) of this section for up to four months, including the twelve workweeks provided in 15.2(2), during a parental leave of absence without pay to provide for

continuation of benefits as provided by the public employees' benefits board. The employer shall designate on which day of each month the eight (8) hours' paid leave will be used.

### 15.3 Disability Leave.

- (1) Disability leave shall be granted for a reasonable period to a permanent employee who is precluded from performing his/her job duties because of a disability (including those related to a pregnancy or childbirth). Disability includes a serious health condition of the employee as provided in the federal Family and Medical Leave Act of 1993.
- (2) An employee is entitled to a total of twelve (12) workweeks for disability leave, parental leave, and family medical leave-serious health condition during any twelve-month period.
- (3) In any case in which the necessity for leave is foreseeable based on planned medical treatment, the employee shall provide not less than thirty (30) days' notice, except that if the treatment requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable.
- (4) The disability and recovery period shall be as defined and certified by the employee's licensed health care provider. The employee shall provide, in a timely manner, a copy of such certification to the employer.
- (5) Certification provided under this section shall be sufficient if it states:
  - (a) The date on which the serious health condition commenced;
  - (b) The probable duration of the condition;
  - (c) The appropriate medical facts within the knowledge of the health care provider regarding the condition;
  - (d) A statement that the employee is unable to perform the essential functions of his/her position.
- (6) The employer may require, at its expense, that the employee obtain the opinion of a second health care provider designated or approved by the employer. The health care provider shall not be employed on a regular basis by the employer.
- (7) In any case in which the second opinion differs from the original certification, the employer may require, at its expense, that the employee obtain the opinion of a third health care provider

designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be final and binding.

- (8) The employer may require that the employee obtain subsequent recertifications on a reasonable basis.
- (9) Disability leave may be a combination of sick leave, vacation leave, personal holiday, compensatory time, and leave of absence without pay and shall be granted at the written request of the employee. The combination and use of paid and unpaid leave during a disability leave shall be per the choice of the employee.
- (10) The institution shall maintain health care coverage during disability leave granted under 15.3(2), in accordance with the requirements of the public employee's benefits board. As specified in the federal Family and Medical Leave Act of 1993, the institution may recover the premium for maintaining coverage during the period of unpaid disability leave if the employee does not return to work.
- (11) If necessary due to continued disability, the employee shall be allowed to use eight (8) hours of accrued paid leave per month for up to four (4) months, including the twelve (12) workweeks provided in 15.3(2), to provide for continuation of benefits as provided by the public employee's benefits board. The employer shall designate on which day of each month the eight (8) hours paid leave will be used.

15.4 Military Leave. Military training leave and military leave without pay shall be granted in accordance with applicable law.

In accordance with applicable State and Federal law, leave to serve in the military shall be granted without pay and will not be considered part of the employee's annual leave time unless the employee requests to use annual leave. Upon return from military leave and following the employee's request for reinstatement in accordance with applicable State and Federal law, the employee shall be reinstated to his/her former position or to the position the employee would have held had the employee's continuous employment not been interrupted. Upon reinstatement, the employee will be placed on the salary and vacation accrual scales at the level the employee would have been had the employee been continuously employed.

15.5 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 to five registered nurses to be eligible for a leave of absence not to exceed six months following completion of

four years of unbroken service as an RN at HMC. Participants in the program shall use vacation, holiday or compensatory leave 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.

#### 15.6 Leave of Absence.

- (1) Leave of absence without pay may be allowed for any of the following reasons:
  - (a) Conditions applicable for leave with pay;
  - (b) Disability leave;
  - (c) Educational leave;
  - (d) Leave for government service in the public interest;
  - (e) Parental leave;
  - (f) Child care emergencies;
  - (g) To accommodate annual work schedules of employees occupying cyclic year positions.
- (2) Requests for leave of absence without pay must be submitted in writing to the employing official or designee and must receive the approval of both the employing official and Human Resources.
- (3) Leave of absence without pay extends from the time an employee's leave commences until he/she is scheduled to return to continuous service, unless at the employee's request the employing official and the Human Resources official agree to an earlier date.
- (4) Vacation leave and sick leave credits will not accrue during a leave of absence without pay which exceeds ten (10) working days in any calendar month.
- (5) A classified employee taking an appointment to an exempt position shall be granted a leave of absence without pay, with the right to return to his/her regular position, or to a like position at the conclusion of the exempt appointment; provided application for return to classified status must be made not more than thirty (30) calendar days following the conclusion of the exempt appointment.
- (6) After six months of continuous employment, permission may be granted for leave of absence without pay for up to one year of study, without loss of accrued benefits. An employee shall not incur any

reduction in pay when participating in an educational program at the request of the employer.

- 15.7 Leave of Absence-Duration. Leave of absence without pay shall not exceed twelve (12) months except for educational leave which may be allowed for the duration of actual attendance and leave for government service in the public interest. Leave of absence without pay may be extended for an additional twelve (12) months upon signed request of the employee and signed approval of the employing official or designee and the Human Resources official. Additional leave of absence without pay may be approved by the Human Resources official.
- 15.8 Civil Duty Leave. Leave of absence with pay shall be granted employees to serve on jury duty, as trial witnesses, or to exercise other subpoenaed civil duties. Employees shall reimburse the institution for all compensation received for such civil duty, exclusive of expenses incurred.
- 15.9 Anniversary Date. Leave with pay shall not alter an employee's anniversary date of employment or otherwise affect his/her compensation or status with the Employer.

Leave without pay for a period of ten (10) working days or less shall not alter an employee's anniversary date of employment or the amount of vacation pay or sick leave credits which would otherwise be earned by him/her.

When a leave of absence without pay exceeds ten (10) working days in any calendar month, or exceeds ten (10) consecutive days, the date will be extended by one (1) month, except for Military Leave (Article 15.4) and Worker's Compensation Leave (Article 24).

- 15.10 Leave of Absence - Employee Rights. Employees returning from an authorized leave of absence shall be employed in the same position or in another position in the same class in the same geographical area and organizational unit, providing that such reemployment is not in conflict with Article 22 – Seniority, Layoff, Rehire.
- 15.11 Union Leave. Employees who intend to absent themselves from work for the purpose of attending and participating in Union business functions or programs such as meetings, conventions, seminars, or in other meetings called by the Union may do so under the following conditions:
- (a) Use accrued vacation leave in accordance with Article 14:
  - (b) Take leave of absence without pay in accordance with Article 15.7;

- (c) Use accrued holiday compensatory or personal holiday time in accordance with Article 14;
- (d) Use accrued compensatory time in accordance with departmental procedure.

The Union and/or the employee shall request approval from the affected employee's immediate supervisor at least one (1) week prior to the planned absence for approval.

#### 15.12 Leave Due to Child Care Emergencies.

- (1) Absence due to child care emergencies, such as unexpected absence of regular care provider, unexpected closure of child's school, or unexpected need to pick up a child at school earlier than normal, shall be charged to one of the following:
  - (a) Compensatory time;
  - (b) Vacation leave;
  - (c) Sick leave;
  - (d) Personal holiday;
  - (e) Leave of absence without pay.
- (2) Use of any of the above leave categories is dependent upon the employee's eligibility to use such leave. Accrued compensatory time shall be used before any other leave is used.
- (3) Use of vacation leave, sick leave, and leave of absence without pay for emergency child care is limited to a maximum of three (3) days each per calendar year.
- (4) The employee upon returning from such leave shall designate in writing to which leave category the absence will be charged. For the purpose of this section, advance approval or written advance notice of vacation leave, personal holiday and/or leave of absence without pay shall not be required.

### **ARTICLE 16 - SICK LEAVE**

#### 16.1 Sick Leave - Accrual.

Full-time classified employees (pro-rated for part-time) shall accrue eight (8) hours of sick leave credit for each month of completed classified service. Paid sick leave may not be used in advance of accrual. Sick leave credits shall not accrue during a leave of absence without pay which exceeds ten (10) working days in any calendar month.

## 16.2 Sick Leave - Use.

- (1) Sick leave shall be allowed an employee under the following conditions. The Employer reserves the right to require medical verification or appropriate proof when sick leave is requested for any reason listed below. The Employer will not make unreasonable requests for sick leave verification.
  - (a) Because of and during illness, disability or injury which has incapacitated the employee from performing required duties.
  - (b) By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.
  - (c) Because of a health condition of a family member that requires treatment or supervision or that requires the presence of the employee to make arrangements for extended care. The Employer may authorize sick leave use as provided in this subsection for other than family members. The applicability of "emergency," "necessary care" and "extended care" shall be made by the Employer.
  - (d) To provide emergency child care for the employee's child. Such use of sick leave is limited to twenty-four (24) hours (pro-rated for part-time) in any calendar year, unless extended by the Employer, and shall be used only as specified in Article 15.12.
  - (e) Because of a family member's death that requires the assistance of the employee in making arrangements for interment of the deceased.
  - (f) For personal medical, dental, or optical appointments or for family members' appointments when the presence of the employee is required, if arranged in advance with the employing official or designee.
- (2) Sick leave may be granted for condolence or bereavement.

16.3 Family Member. Family member is defined as the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sister, or brother. Family member also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent and grandparent. "Child" also includes any child

residing in the employee's home through foster care, legal guardianship or custody. Family members include those persons in a "step" relationship.

16.4 Bereavement Leave.

Paid leave in addition to any other form of paid leave shall be granted for bereavement as follows: one (1) day of bereavement leave shall be granted for each death of a family member. Bereavement leave may be extended to a maximum of three (3) days with the approval of the Employer.

16.5 Sick Leave - Compensation for.

(1) Employees shall be eligible to receive monetary compensation for accrued sick leave as follows:

(a) In January of each year, and at no other time, an employee whose year-end sick leave balance exceeds 480 hours may choose to convert sick leave hours earned in the previous calendar year minus those used during the year to monetary compensation.

(i) No sick leave hours may be converted which would reduce the calendar year-end balance below 480 hours.

(ii) Monetary compensation for converted hours shall be paid at the rate of 25% and shall be based upon the employee's current salary.

(iii) All converted hours will be deducted from the employee's sick leave balance.

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

(2) Compensation for unused sick leave shall not be used in computing the retirement allowance; therefore no contributions are to be made to the retirement system for such payments, nor shall such payments be reported as compensation.

(3) An employee who separates from the classified service for any reason other than retirement or death shall not be paid for accrued sick leave.

- 16.6 Unexpected Absence: Advance Notification. Employees working the first (day) shift shall notify the Staffing Office or their Supervisor at least two hours in advance of the scheduled shift if unable to report for duty as scheduled. Employees working the second (evening) shift and third (night) shift shall notify the Staffing Office or their Supervisor at least three hours in advance of the scheduled shift if unable to report for duty as scheduled. Failure to notify the Staffing Office or Supervisor and meet the minimum advance notice requirement may result in loss of paid sick leave for that day.
- 16.7 Reemployed Former Employees. Former eligible employees who are re-employed within three (3) years of their separation from service shall be granted all unused sick leave credits, if any, to which they were entitled at time of separation.
- 16.8 Use of Vacation Leave or Compensatory Time for Sick Leave Purposes. An employee who has used all accrued sick leave may be allowed to use accrued vacation leave and/or compensatory time off for sick leave purposes when approved in advance or authorized by the Employer.
- 16.9 Restoration of Vacation Leave. In the event of an incapacitating illness or injury during vacation leave, the Employer may authorize the use of sick leave and the equivalent restoration of any vacation leave otherwise charged. Such requests shall be in writing and medical verification may be required.
- 16.10 No Arbitrary Denial of Sick Leave. The parties agree that neither the abuse nor the arbitrary denial of sick leave will be condoned. The Employer and the Union agree to work cooperatively toward the resolution of mutually identified problems regarding the use of sick leave. The Employer may provide periodic updates to employees regarding their use of sick leave. Such updates will not be considered counseling or disciplinary.
- 16.11 Choice of Leave. In accordance with RCW 49.12 and WAC 296-130, employees shall be allowed to use any or all of their choice of sick leave or other paid time off to care for their: (a) child with a health condition that requires treatment or supervision or (b) spouse, parent, parent-in-law, or grandparent who has a serious health condition or an emergency condition. Employees shall not be disciplined or otherwise discriminated against because of their exercise of these rights.

## **ARTICLE 17 - COMMITTEES**

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

Committee memberships:

Registered Nurse Unit Committee – Four (4) bargaining unit representatives, plus a Union representative, and three (3) Employer representatives, including a representative from Nursing Services Administration, plus the Labor Relations Officer or designee.

Professional/Technical Unit Committee – Four (4) bargaining unit representatives, plus a Union representative, and two (2) employer representatives and a representative from the Labor Relations Office or designee.

Social Worker Unit Committee – Three (3) bargaining unit representatives and two (2) Employer representatives.

Health Care Specialist Unit Committee – Two (2) bargaining unit representatives and two (2) Employer representatives.

Respiratory Therapist/Anesthesiology Technician Unit Committee – Two (2) RT and two (2) AT unit representatives and two (2) Employer representatives. It is understood that the RT and AT unit representatives will attend only those meetings where agenda items relevant to their professional practices will be discussed.

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

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

- 17.2 Nursing Recruitment and Retention Committee. The Employer and the Union mutually recognize the benefit of working together to enhance efforts to recruit and retain registered nurses. The Union may designate two (2) employee representatives to the Nursing Recruitment and Retention Committee which is a subcommittee of the Nurse Practice Committee. Both Union designated employees are also members of the Nurse Practice Committee. The Committee will discuss issues raised by its members and mutually develop projects to work on. Reports from the Recruitment and Retention Committee will go to the Nurse Practice Committee and the Joint Labor/Management Committee.
- 17.3 Nurse Practice Committee(s). The Union may designate an employee representative to the Nurse Practice Committee(s).
- 17.4 HMC Health and Safety Committee. Two employee representatives designated by the Union shall serve as members of the HMC Health and Safety Committee.
- 17.5 Product Evaluation Committee. The Union may designate a representative to serve on the Product Evaluation Committee.
- 17.6 Parking Committee. The Union may designate a representative to serve on the Parking Committee. The Committee will meet at least quarterly. Management will provide updates on parking waiting lists and changes in parking policy. Placement on the waiting lists will be made available to individual staff by the Parking Office upon request. Management will accept proposed agenda items from Committee members. The Medical Center is committed to enhancing its parking/transportation program and to emphasizing employee safety as a critical element in the program.
- 17.7 Committee Work. All time spent by employees on Employer established committees and committees mentioned in this contract (including side letters) shall be considered time worked and shall be paid at the appropriate rate of pay.
- 17.8 Staffing Concerns-Process for Raising and Resolving Workload and Staffing Issues. The Employer and the Union mutually recognize that

fluctuation in admission rates, outpatient census, clinic flow and referrals to employees create imbalances in workload. Workload management and staffing concerns will be placed on the agenda for the Joint Labor/Management Committee.

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

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

- 17.9 Multi-disciplinary Meetings. When an issue/subject arises that would be best addressed through a Joint Labor Management meeting involving members from more than one bargaining unit represented by the Union, either party may request such a meeting. The meeting will occur within thirty (30) days of such a request. The Union may bring one representative from each of the bargaining units impacted and the Employer will bring appropriate management staff to address the issue/subject. The scope of authority of the meeting and release time for employee representatives will be treated in a manner identical to the individual bargaining unit Joint Labor Management meetings.

## **ARTICLE 18 - 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 19 – CLASSIFICATIONS**

- 19.1 The current classifications with their respective pay levels are hereby incorporated into this contract as Appendix I. The existing class specifications for these jobs are considered in effect upon the execution of this contract.

- 19.2 (a) Should the University decide to create, eliminate or modify class specifications, it will notify the Union in advance of implementing the action. Notification will include the bargaining unit status of the classification and, for a newly created or modified classification considered to be in the bargaining unit, a proposed salary. Notification will occur at least thirty (30) days in advance of any proposed implementation date. At the Union's request the University will meet and confer with the Union over its proposed action.
- (b) An employee occupying a position reallocated to a class with a lower salary range maximum due to a class being created, abolished or modified will retain the salary of their former position until reaching the top of the range of the former position, and then will be frozen until the new class pay range catches up. An employee(s) occupying a position reallocated to a class with a higher salary range due to a class being created, abolished or modified will receive the same step in the new range as the employee(s) held in the previous range. The periodic increment date of the employee will remain unchanged.
- (c) Within thirty (30) calendar days following implementation of the University's decision to create or combine classifications, or modify class specifications for bargaining unit positions, the Union may file an appeal with the Classification Review Hearing Officer selected under Article 20 of this contract, to determine if the salary assigned to the classification is appropriate.
- (d) The Union may, at any time, propose a new classification with appropriate justification. These proposals will be reviewed by the Compensation Office of Human Resources which will accept, reject, or modify any proposal. This review is not grievable.

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

## **ARTICLE 20 - RECLASSIFICATION**

- 20.1 Policy. Positions shall be allocated to the appropriate classification. Requests to reclassify should be based on a belief that the duties, responsibilities, or qualifications of a position are such that it is inappropriately classified.
- 20.2 Position Review Process.
- (a) The University, employee, or employee representative may request that a position be reviewed when the requesting party believes that

the basis of its request has become a permanent requirement of the position. Employees and employee representatives may not request that a position be reviewed more often than once every six (6) months.

- (b) The request must be complete and in writing on forms provided by the University. Requests may be submitted to Human Resources or to an employee's direct supervisor or department. Any party may submit additional information, including the names of individuals, which the party believes is relevant to the position review.
- (c) An employee may request that a representative be present as an observer at meetings with the University reviewer scheduled to discuss the request for position review. At the employee's request a portion of such meetings shall be conducted in a quiet and private location, away from the work station.
- (d) The University reviewer will investigate the position and issue a written response to the employee or employee representative within sixty (60) calendar days from receipt, by Human Resources, of the completed request. A completed request is defined as the employee completing all employee portions of the reclassification forms. The response will include notification of the class and salary assigned when the position is reallocated, or notification of the reasons the position does not warrant reallocation when the request is not approved. Reclass requests may be submitted at either the departmental level or directly to Human Resources. Reclass requests submitted at the departmental level must be forwarded to Human Resources within thirty (30) calendar days.
- (e) The effective date of allocations or reallocations initiated by the University shall be determined by the University. The effective date of a reallocation resulting from an employee or employee representative request for position review will be established as the date that the completed request was filed with Human Resources or the employee's direct supervisor or department, whichever date is earliest. The date of receipt must be appropriately documented.
- (f) An employee may request reconsideration following receipt of the University's determination. Requests for reconsideration will not hold the timeframe for filing an appeal under 20.3.

20.3 Position Review Appeal Process. If the Union wishes to appeal the decision of the University, it may appeal to the Classification Review Hearing Officer within thirty (30) calendar days following the date of the University's written response.

- 20.4 Hearing Officer. The Hearing Officer shall be jointly selected by the parties within thirty (30) days of the execution of this contract and shall serve for a minimum of one (1) year from the date of selection. At that time the parties may choose to re-appoint the Hearing Officer or select a different Hearing Officer who will also serve for a minimum of one (1) year from date of selection.
- 20.5 Hearings. The Hearing Officer shall hold hearings on a quarterly basis unless there are no appeals to hear or the parties agree to pend any open appeals. All materials considered in the position review shall be submitted to the Hearing Officer prior to the hearing and neither party will submit evidence at the hearing that was not submitted during the position review. The Hearing Officer shall endeavor to hold multiple hearings each day, and shall issue a concise decision which shall be final and binding. The Hearing Officer shall have no authority to alter the terms and conditions of this contract. Employees may be represented at the hearing and will be released from work with no loss of pay to attend the hearing. The Hearing Officer's fees and expenses shall be shared equally by the parties.

## **ARTICLE 21 – DISCIPLINE AND/OR RESIGNATION**

- 21.1 Disciplinary Action/Dismissal. The Employer and the Union will follow the "Corrective Discipline/Dismissal Process" below for all discipline/dismissal actions in order to utilize a corrective rather than punitive approach.

No employee shall be subject to the Corrective Discipline/Dismissal Process except for just cause. The Corrective Discipline/Dismissal Process will be considered to incorporate the concept of progressive action and provide a positive process for improvement. The specific Performance Problem Step at which the Discipline/Dismissal Process begins will be determined by the nature and severity of the problem.

- 21.2 Written Action Plans. Written action plans shall identify problem area(s), performance objectives and suggestions for remedying and shall include reasonable timelines for completion. When an employee has chosen to be represented by the Union during the Corrective Discipline/Dismissal Process, the representative will be involved in developing the written action plan. At the conclusion of the counseling session, the Employer will inform the employee when the employee may reasonably expect to receive the written action plan.
- 21.3 Performance Problem Resolution Steps. The Employer will make clear in writing the Step of the process being conducted.

Step A - Counseling between employee and immediate supervisor.

Step B - Formal Counseling (may involve administration other than the employee's immediate supervisor) including the development of a written action plan.

Step C - Decision-Making Counseling (may involve administration other than the employee's immediate supervisor) including action plan discussion and decision making assignment (a period of paid time away from the work site for the employee to consider the consequences or failure to follow the action plan and to review the final written action plan for possible correction).

Step D - Dismissal or demotion (includes pre-determination hearing).

- 21.4 Grievability/Arbitrability. Step A of the Corrective Discipline/Dismissal Process above is not grievable. Steps B, C and D of the Process are subject to every step of the Grievance Procedure.
- 21.5 Dismissal -- Notice. The employee shall be provided written notice of the specified cause(s) and specific charges. The notice shall be furnished at least fifteen calendar days prior to the effective date of the action and shall be furnished directly to the employee during his/her scheduled working hours, or if this is not possible because of the absence of the employee during his/her regularly scheduled working hours, mailed by certified letter to the employee's last known address. If the notification is furnished directly to the employee, the day it is furnished shall be counted as a day of notice. If the notification is mailed, the notice shall be considered received the same day as it is postmarked and the notice period shall be computed beginning on the date of the postmark.
- 21.6 Immediate Dismissal -- Cause For. If the Employer determines that a permanent employee is to be dismissed for cause and the circumstances are such that retention of the employee in an active duty status may result in damage to state property or may be injurious to the employee, fellow workers, or the client public, the employee may be dismissed immediately. The employee must be notified in writing, however, the fifteen (15) calendar days notice requirement does not apply. The notification must state the cause for the dismissal and in addition the necessity for the immediacy of the action.
- 21.7 Representation. All employees upon request shall be entitled to have a representative present during all steps of the Corrective Discipline/Dismissal Process. All employees upon request shall be entitled to have a representative present during meetings that are investigatory in nature and may reasonably be expected to result in

implementation of the Corrective Discipline/Discipline Process at Step B or higher.

- 21.8 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.
- 21.9 Investigations. If the Employer places an employee on paid leave for investigatory purposes, the Employer will notify the employee prior to the onset of the leave of the subject of the investigation.
- 21.10 Off the Job Activities. The private and personal "off the job" lifestyle and activities of an employee shall not be legitimate grounds for disciplinary action initiated by the Employer except where such lifestyle or activities constitute a direct conflict of interest as set forth in RCW 42.18 or are directly detrimental to the employee's work performance.

## **ARTICLE 22 – SENIORITY, LAYOFF, REHIRE**

- 22.1 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 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 leave of absence without pay or 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 at HMC or hourly/per diem positions at HMC will have their layoff seniority bridged but will not earn seniority while in the non-bargaining unit permanent position or hourly/per diem position nor will they be able to exercise their seniority prior to return to a permanent bargaining unit position.

Service of less than full-time shall be considered full-time. Seniority shall only be earned by permanent employees.

- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 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 per diem and 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.

Employees subject to layoff shall have the right to: (a) displace the least senior employee in the affected job class within the unit or department; (b) displace the least senior employee in their clinical group (see Appendix X); (c) fill any vacant position for which they are qualified; and (d) be laid off and have the right to be placed on the rehire list(s).

- 22.6 Layoff Unit. The layoff unit shall consist first of the employee's unit and shift, then the clinical group for the purpose of determining layoff options.
- 22.7 Layoff Notice. Employees identified for layoff and the union shall receive not less than thirty (30) calendar days notice prior to the abolishment of the positions. The notice shall include the effective date of the layoff and a reference to the employee's rights under this Article. Upon request, the Union and the Employer will meet to discuss possible alternatives to the layoff.

22.8 Layoff and Displacement Options. The Employer shall identify the position to be eliminated and employee(s) to be affected. Layoff shall be by seniority within the layoff unit, least senior employee first as long as the remaining employees possess the essential skills to perform the necessary work. Employees subject to layoff shall have the right to displace the least senior employee in the affected job classification within each successive layoff unit as defined in Article 22.6 above (Layoff Unit) within .2 FTE of the employee affected. The employee will also be given the opportunity to fill any vacant position within the layoff unit.

An employee laid off due to the exercise of another employee's displacement option shall not have any displacement option. Such an employee shall be offered any vacant position available on the employee's unit or in the employee's clinical group and shall also have the right to be placed on the rehire list(s) per Article 22.10.

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

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

- (1) Positions of a lower FTE status in the classification from which the employee was laid off;
- (2) Lower classifications in the series from which the employee was laid off.

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

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

22.12 Removal from List. Removal from the rehire list(s) will occur for any of the following circumstances:

- (1) If placement does not occur within twenty-four (24) months;
- (2) If the employee refuses two (2) offers of placement for a position having the same pay, shift and is within .2 FTE of the position from which the employee was laid off. In such case, the employee will be removed from all other rehire lists and will have exhausted all rehire rights;
- (3) If the employee was placed into two (2) vacant positions for which the employee has failed to complete the rehire trial period;
- (4) If the employee accepts an offer of placement and completes the rehire trial service period;
- (5) Employees who reject one (1) offer of placement from a list for a position in a classification other than that from which the employee was laid off will be removed from that list.

22.13 Other Layoff and Rehire Issues

Benefits and Temporary Services. Employees on the rehire list who follow the rules prescribed by Temporary Services will be given priority to referral to temporary positions and can receive employer paid health benefit coverage if they meet the eligibility requirements as determined by the state.

Rehire Wages and Increment Date. When employees are rehired from layoff status, the periodic increment date and annual leave accrual date will be reestablished and extended by an amount of time in calendar days equal to the period of time spent on the rehire list prior to rehire.

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

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

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

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

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

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

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

## **ARTICLE 23 - JOB POSTING & TRANSFER**

- 23.1 Registered Nurses. Requests for a different shift in the nurse's present unit should be submitted to the nurse's immediate supervisor in writing.

Requests for transfer to another unit should be submitted on the "Application for Staff Employment, Promotion or Transfer" form to the Nursing Recruitment/Retention Coordinator. A good faith effort will be made to facilitate lateral transfers from one unit to another.

The nurse's length of service shall be a consideration on transfer to a different shift or unit.

Applications for promotions should be submitted on the "Application for Staff Employment, Promotion or Transfer" form to the Nursing Recruitment/Retention Coordinator during the period of official posting. Promotional openings will be posted for a minimum of seven calendar days in the unit, the Nursing and Outpatient Clinic Administrative Office and the Medical Centers Human Resources Office.

- 23.2 Professional/Technical Employees (Imaging Technologists/RT's/AT's) Employee requests for a different shift, schedule or assignment should be submitted to the employee's immediate supervisor in writing. The employee's length of service shall be a consideration on transfer to a different shift or section. A good faith effort will be made to facilitate lateral transfers within the department.

Application materials should be completed by employees seeking promotion or transfer and submitted to Medical Center Human Resources during the official posting period. Promotional openings will be posted for a minimum of seven (7) days in the Department and Medical Center Human Resources. External posting may occur simultaneously. Nothing in this contract will prohibit the Medical Center's ability to post any position as open continuous at any time.

- 23.3 Health Care Specialists and Social Workers Requests for a different shift in the employee's present unit should be submitted to the employee's immediate supervisor in writing.

Requests for transfer to another unit should be submitted on the "Application for Staff Employment, Promotion or Transfer" form to the supervisor. A good faith effort will be made to facilitate lateral transfers from one unit to another.

For bargaining unit positions, the employee's length of service shall be a consideration on transfer to a different shift or unit and in determining selection to regular job openings.

Applications for promotions should be submitted on the "Application for Staff Employment, Promotion or Transfer" form to the supervisor during the period of official posting. Promotional openings will be posted for a minimum of seven calendar days on the unit, the Administrative Office and the Medical Centers Human Resources.

## **ARTICLE 24 - WORKER'S COMPENSATION LEAVE**

- 24.1 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, leave payment exclusively or a combination of time loss compensation and accrued paid leave.
- 24.2 Employees taking sick leave during a period in which they receive worker's compensation under the industrial insurance provisions for a work related illness or injury shall receive full sick leave pay, less any industrial insurance payments for time loss during the sick leave period.
- (a) Until eligibility for worker's compensation is determined by the Department of Labor and Industries, the institution may pay full sick leave, provided that the employee shall return any overpayment to the institution when the salary adjustment is determined.
- (b) Sick leave hours charged to an employee who receives worker's compensation, as a result of the time loss shall be proportionate to that portion of the employee's salary paid by the institution during the claim period.
- 24.3 During a period when an employee receives pay for vacation leave, compensatory time off or holidays and also receives worker's compensation for time loss, he/she is entitled to both payments without any deduction for the industrial insurance payment.
- 24.4 When an employee receives worker's compensation payment for time loss and is on leave without pay, no deductions will be made for the industrial insurance payment.
- 24.5 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 months without loss of layoff seniority or change in annual increment date. Leave without pay exceeding six months without loss of layoff seniority or

change in annual increment date may be granted at the option of the Employer.

## **ARTICLE 25 - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

Except as specifically limited to this Agreement, the Employer has the right and the responsibility to control, change, and supervise all operations, and to direct and assign employees. Such right and responsibility shall include, but not be limited to, the selection and hiring of employees, discipline for cause, classification, reclassification, suspension, layoff, promotion, demotion, or transfer of employees, establishment of work schedules, and control and regulations of the use of all equipment and other property of the University. The Employer is responsible for establishing and maintaining an appropriate standard of care for patients in this hospital. The Employer shall take whatever action as may be necessary to carry out its responsibilities in any emergency situations.

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

## **ARTICLE 26 - PERFORMANCE OF DUTY**

- 26.1 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.
- 26.2 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 his/her work may be subject to disciplinary action.
- 26.3 There will be no strike or lockout regarding any matters pertaining to the contents of this Agreement.
- 26.4 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.

- 26.5 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.

## **ARTICLE 27 - GRIEVANCE PROCEDURE**

- 27.1 Definition. A grievance within the meaning of this Agreement shall be defined as any alleged misapplication or misinterpretation of the terms of this Agreement, and/or the Employer's written personnel rules and policies.

A grievant, within the meaning of this Agreement, shall be defined as an employee(s) within a bargaining unit covered by this Agreement, who alleges a grievance, or the Union alleging a grievance, under the terms and conditions of this Agreement.

- 27.2 Noninterference. Employees shall be free from restraint, interference, coercion, discrimination or reprisal in seeking resolution of their grievance when processed in accordance with this procedure.

- 27.3 Application of the Grievance Procedure. This grievance procedure shall be available to all employees covered by this Agreement subject to the following:

- (a) Concerns regarding performance evaluations may be filed as a grievance and processed only through Step 2 of this procedure.
- (b) Concerns regarding Health and Safety (Article 31.2 and 31.3) shall be resolved following the provisions of Sections 31.2 and 31.3.

- 27.4 Union Delegates. The Employer recognizes the right of the Union to designate Union Delegates who shall be authorized to take up employee or group grievances through the grievance procedure.

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

- 27.5 Time Limits. An extension of the time limitations as stipulated in the respective steps below, may be obtained by mutual consent of the parties. Failure of the Employer to comply with the time limitations due to negligence shall establish the right of the grievant to process the grievance to the next step or to submit the grievance to the next step. Failure of the grievant to comply with the time limitations due to negligence on his/her part shall constitute withdrawal of the grievance. A grievance may be withdrawn at any time, in writing to the Employer, by the grievant. Withdrawal of a grievance shall close the matter, and it shall not be resubmitted.
- 27.6 Pay Status. An aggrieved employee and the Union Delegate shall be in a pay status during those working hours in which a grievance, a grievance mediation, or an arbitration hearing is held. Release time for additional staff nurse representation shall be subject to approval by the Labor Relations Officer or designee when a group grievance is filed.
- 27.7 Employee Representation The Union is the official representative for any individual employee or group of employees filing a grievance who wish to be represented. Individual employees or groups of employees who choose not to be represented by the Union may present grievances to management through Step Two of the grievance procedure only. Such grievances may be adjusted by management so long as the adjustment is not inconsistent with the collective bargaining agreement and the Union has had an opportunity to review such adjustments.
- 27.8 Procedure The following shall be the formal grievance process. The parties are encouraged to meet informally to resolve issues that may be potential grievances at the lowest possible level of supervision. Such informal meetings will not be considered a step of the grievance process and will not stop the grievance timelines. If requested by the employee, a Union representative may be present.

Grievances involving dismissal, demotion or Step C counseling shall be submitted to the level of supervision having authority to act or designee and shall be considered the second step of the grievance process.

Step One - Administrative. It is the desire of both the Employer and the Union that grievances be adjusted informally whenever possible. If an employee or the Union wishes to file a grievance, such grievance must be filed within thirty (30) calendar days from the date the grievant is aware that a grievance exists. The grievance shall be in written form with a complete description of the alleged grievance, the date it occurred, the specific article(s) and section(s) of the contract, or Employer policy or rule alleged to have been violated and the remedy sought. A copy of the grievance will be sent to the Medical Center's Human Resources Office.

The parties will schedule a grievance meeting within ten (10) calendar days of filing. If requested by the grievant, a representative or delegate may be present. The University will be represented by a manager with the authority to adjust the issues raised in the grievance and a representative from the Medical Center's Human Resources Office. The University will respond in writing within ten (10) calendar days of the meeting.

Step Two - Review. If a satisfactory settlement is not reached within the required time period above, the employee and/or representative may submit the written grievance to Step Two within fourteen (14) calendar days after the decision at Step One. A copy of the grievance will be sent to the Medical Center's Human Resources Office and the Office of Labor Relations. The second step review meeting shall occur within ten (10) calendar days. The grievance review meeting shall include the grievant, the grievant's representative or delegate, the head of the unit or designee, and representatives from the Medical Center's Human Resources Office and the University's Labor Relations Office. The University will respond in writing within ten (10) calendar days of the meeting. If a satisfactory settlement is not reached, the employee or representative may submit the written grievance to Step 3 within fourteen (14) calendar days.

Step Three - Mediation/Arbitration. The written grievance may be submitted by the Union within fourteen (14) calendar days after the Step 2 decision to the PERC for mediation.

If mediation fails to resolve the grievance, the grievance may be submitted by the Union to arbitration. Such submittal must be within fourteen (14) calendar days from any of the following: the mediator's impasse report, a written declination by a party to mediate, or the Step Two response if neither the Union nor the Employer requested mediation. The submittal must be in writing and served on the other party.

A list of eleven arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

## **ARTICLE 28 - RETENTION OF BENEFITS**

Existing practices not contained in this contract which have a bearing upon the quality of working conditions shall not be modified or eliminated without first submitting the proposal to the Joint Labor/Management Committee, provided for in Article 17 of this contract, for review and recommendation.

If the recommendation is not acceptable to either of the parties, the matter shall be resolved by using the mechanics of the grievance procedure provided for in Article 27 of this contract, beginning at Step Three.

## **ARTICLE 29 - INSURANCE AND PENSION**

29.1 At the time of the new employee orientation the employee will be given information (including enrollment forms) as approved by the ~~State Public~~ Employees Benefits Board, concerning medical, dental, vision, accident and long-term disability insurances, and information on the retirement plan ~~and the availability of Health Maintenance Organization alternative~~. Questions concerning these benefits should be directed to the Benefits Office of the University of Washington.

The Employer will contribute an amount equal to eighty-eight percent (88%) of the total weighted average of the health care premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board annually for benefits in calendar year 2008 and calendar year 2009, respectively.

1. The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.
2. The Employer will participate in the State of Washington's set aside of \$20,000,000 in the public employees' and retirees' insurance account to be used only for the benefit of the Employer and proportionately for represented and non-represented employees in the event the health care costs increase more than the trends assumed under this agreement; and this account will not be used to expand benefits or to reduce the average employee share of medical insurance premium cost for the total weighted average of the health care premium to less than twelve percent (12%).

## **ARTICLE 30 - NEW EMPLOYEE ORIENTATION**

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.

### **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 energy testing. When medically indicated, or upon the employee's request, appropriate energy 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 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 he/she has 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. 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.
- 31.6 Training/Education. The Employer shall provide an annual infection control/safety update on paid time for all employees in accordance with applicable statutes and regulations.

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

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

- 31.7 Exposure Control.
- (a) The Employer agrees to take every reasonable measure to prevent occupational transmission of TB and other communicable diseases. All employees shall have access to the written TB exposure control

plan. Counseling on Hepatitis C shall be included in the exposure protocol.

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

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

31.9 Prevention of Workplace Violence. HMC's Environment of Care Committee has a subcommittee on Workplace Violence Prevention. SEIU 1199NW will appoint two (2) members to serve on this committee. All time spent by members on this Committee shall be paid per Article 17.7 (Committee Work).

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

### **ARTICLE 32 - SUBORDINATION OF AGREEMENT AND SAVING CLAUSE**

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.

### **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 on July 1, 2007\_and shall remain in full force and effect until June 30, 2009. 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.

Executed this date \_\_\_\_\_ for and on behalf of:

BOARD OF REGENTS OF THE UNIVERSITY  
OF WASHINGTON

SEIU, DISTRICT 1199NW HOSPITAL AND  
HEALTH CARE EMPLOYEES

\_\_\_\_\_  
Weldon Ihrig  
Executive Vice President

\_\_\_\_\_  
Diane Sosne, RN  
President

Approved as to form this date:

\_\_\_\_\_  
Assistant Attorney General  
State of Washington

\_\_\_\_\_  
Emily Van Bronkhorst  
Executive Vice President

Place Holder – Signature Page

Place Holder – Signature Page

Place Holder – Appendix I - Classifications

## APPENDIX II

### NONASSOCIATION FEE PROCESS

An employee who asserts a right of nonassociation, based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member, will, as a condition of employment, pay a fee to either the Union's Fund (used to further the education of Union members and nonassociation status employees and their family members) or to a nonreligious charity or charities selected by the Union. The amount of the fee will be equal to the amount of regular dues. The employee will not be a member of the Union but is entitled to all the representation rights of a member of the Union.

- a. The employee will contact the Union, in writing, with his/her request for nonassociation. The request will contain the employee's name, address, the name and address of the church or religious body of which the employee is a member and the minister's/pastor's name. The Union will contact the church or religious body to verify that belonging to a Union is violation of a bona fide religious tenet or teaching of such church or religious body. Upon verification, the employee will be granted the right of nonassociation.
- b. Notwithstanding an employee's claim of exemption under this Section, the Employer will deduct the agency shop fee from the employee's salary pursuant to this Article.

## **APPENDIX III – EQUITY ADJUSTMENTS – REGISTERED NURSES**

(add language about January 1, 2007 equity/market adjustments)

## **APPENDIX IV – SALARY SCHEDULES AND PREMIUMS**

### **Registered Nurses**

Effective July 1, 2007 the salary scales for all RN's in the bargaining unit in place on June 30, 2007 will be increased by 2%. A new step at 24 years will be added which will be 2% more than the previous step. Effective July 1, 2007 every step on the RN 3 scale will be 8% more than the corresponding step on the RN 2 scale and will remain so throughout the life of the contract.

Effective January 1, 2008 the RN 2 scale in place on December 31, 2007 will be increased by 2%.

Effective July 1, 2008 the RN 2 scale in place on June 30, 2008 will be increased by 2%.

Effective June 16, 2009 a new step at 26 years will be added which will be 2% more than the previous step. Also effective June 16, 2009 Step L will become \$6258 per month; Step N will become \$6389 per month; Step Q will become \$6800 per month and Step R will become \$6858 per month.

### **Professional/Technical Unit and RT/AT Bargaining Unit**

Effective July 1, 2007 the salary scales for all members of the above bargaining units in place on June 30, 2007 will be increased by 3.2%.

Effective July 1, 2008 the salary scales for all members of the above bargaining units in place on June 30, 2008 will be increased by 2%.

Effective January 1, 2009 the salary scales for all members of the above bargaining units in place on December 31, 2008 shall be increase by 1%.

Effective June 16, 2009 Steps I, J and L will be changed to become 1% more than the preceding step.

### **Social Worker/Health Care Specialist Bargaining Units**

Effective July 1, 2007 the salary scales for all members of the above bargaining units in place on June 30, 2007 will be increased by 2%.

Effective July 1, 2008 the salary scales for all members of the above bargaining units in place on June 30, 2008 will be increased by 2%.

Effective January 1, 2009 a new top step S equal to 3% more than the previous top step R will be added to the salary scales for all members of the above bargaining units.

## **PREMIUMS**

### **Registered Nurse Bargaining Unit**

Evening shift differential	\$2.50
Night shift differential	\$3.75
Standby Pay	\$4.00
Weekend	\$4.00
Preceptor	\$1.50
Certification	\$1.00
Float premium	\$3.75
Charge	\$2.00

### **Social Worker and Health Care Specialist Bargaining Units**

Evening shift differential:	Social Worker Unit	\$1.50
	Health Care Specialist Unit	\$2.50
Night shift differential:	Social Worker Unit	\$2.25
	Health Care Specialist Unit	\$3.75
Standby pay:		\$3.00
Weekend:	Social Worker Unit	\$1.50
	Health Care Specialist Unit	\$4.00
Social Worker Weekend Coordinator:		\$2.00

### **Professional/Technical Bargaining Unit**

Evening shift differential:	\$1.50
Night shift differential:	\$2.25
Standby pay:	\$3.00
Weekend:	\$1.50
Certification:	\$.50
Substitute lead:	\$2.00

### **Respiratory Care Practitioner/Anesthesiology Technician Bargaining Unit**

Evening shift differential:	\$1.50
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Night shift differential:	\$2.25
Standby pay:	\$3.00
Weekend:	\$1.50
Substitute lead	\$2.00
Certification Pay	\$.50

PLACEHOLDER – PAY TABLE BC – APPENDIX V

PLACE HOLDER PAY TABLE BC (2)

PLACE HOLDER PAY TABLE BC (3)

PLACE HOLDER PAY TABLE BD APPENDIX VI

PLACE HOLDER PAY TABLE BD (2)

PLACE HOLDER PAY TABLE BE APPENDIX VII

PLACE HOLDER PAY TABLE BE (2)

PLACE HOLDER PAY TABLE BE (3)

PLACE HOLDER PAY TABLE BF APPENDIX VIII

PLACE HOLDER PAY TABLE BF (2)

PLACE HOLDER PAY TABLE BJ Appendix IX

## **APPENDIX X – LAYOFF UNITS**

### Professional/Technical Unit – Imagers

1. IT 1 and 2
2. IT 3 (may bump 1 and 2 if have essential skills)
3. IT 4 (may bump 1 and 2 if have essential skills)
4. IT 5 (may bump 1 and 2 if have essential skills)
5. Nuclear Med. Tech
6. Ultrasound
7. IT Lead (may bump into IT unit where they have the essential skills)
8. 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.

### Social Work

1. HCSATS; CRC
2. Madison; Ambulatory; Inpatient SW; ED; CTU; Psych
3. Social Work Assistant 2's

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

### Respiratory Therapy

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

### Anesthesia Techs

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

### Health Care Specialists

1. All Health Care Specialist positions subject to essential skills, department specific credentialing and medical staff approval of the HCS identified for layoff and any HCS position occupied by a junior HCS.
2. Leads may bump into non-lead HCS position subject to conditions above.

### Registered Nurses

1. Critical Care, critical care float pool, PACU, radiology nurses, STAT
2. Acute care, acute care float pool, ambulatory surgery, rehab, LSU
3. ED services, urgent care, fast track, ED ops, community care line

4. OR
5. Psych, CTU, mental health
6. Clinic nurses
7. Float pool – among themselves and within layoff units 1 and 2 above depending upon float pool in which the nurse works
8. All nurses – will be in layoff unit in which nurse held a permanent position within the last two years prior to being identified for layoff

## **SIDE LETTER A**

July 1, 2007

Ms. Diane Sosne, President  
District 1199NW, SEIU  
15. S. Grady Way, Suite 200  
Renton, WA 98055

Dear Ms Sosne:

In addition to the terms and conditions of the contract, the parties confirmed that parking and release time for the next round of negotiations would be handled accordingly during the life of the contract.

### **Parking/U-Pass**

The union agrees that during the life of this agreement the University may apply changes in transportation policy, including adjusting parking and U-Pass fees and criteria for assigning parking spots, to the bargaining unit without the obligation to bargain with the union. The union will continue to be able to appoint a member to Harborview Medical Center's Parking Committee in accordance with Article 17.6.

### **Negotiations for a Successor Contract**

The Employer will allow bargaining unit members to be on paid release time during negotiations for a successor contract in a manner similar to the arrangements agreed to for the July 1, 2007-June 30, 2009 contract, including release for statewide health care negotiations (see attachment).

### **Social Workers**

Special projects, in and of themselves, will not have an impact on whether or not a Social Worker I is qualified to be reclassified to a Social Worker II. To become a Social Worker II an employee must meet all state legal requirements and other minimum qualifications contained in the Social Worker II class specification.

### **Performance Problem Resolution Step A**

To clarify and improve the application of Step A counseling as per Article 21.3, a joint committee consisting of up to four bargaining unit representatives selected by the union from one or more of the bargaining units and an equal number of management representatives, will meet to develop a general template to be used when a Step A counseling is being administered. Per Article 17.7 this is a paid committee. This committee will convene within 90 days of the date of ratification.

In addition, upon request, management will meet with employees to revise recent (up to one year prior to ratification) Step A counselings inappropriate to the newly agreed upon Step A template.

### **Health Care Benefit Grievance Settlement**

The employer will participate in the Health Care Benefit Grievance Settlement under the relevant terms of the Settlement Agreement dated July 25, 2006 and signed by Greg Devereux and Steve McClain. Those terms are:

- Employees covered by a 2007-2009 collective bargaining agreement negotiated pursuant to RCW 41.80 and who are insurance eligible for the month of June 2007 shall receive a one-time payment of seven hundred and fifty-six dollars (\$756.00) to be dispersed on July 25, 2007.

### **Non-nursing Work**

This is to affirm that it is the intent of Harborview Medical Center to minimize the use of Registered Nurses to do non-nursing work.

### **Articles 5.2 and 5.8**

SEIU 1199NW and Harborview Medical Center agree to abide by the current language in Article 5.2 and Article 5.8. The Union agrees that delegates and organizers will be given copies of this language.

Nursing Administration in Article 5.2 is defined as the Director of Professional and Support Services.

### **Unscheduled Weekend Work**

SEIU 1199NW and Harborview Medical Center agree that it would be in their mutual interest for Harborview Medical Center management to minimize the number of occasions on which unscheduled weekend shifts are assigned.

### **Call-Back – Article 12.4**

SEIU 1199NW and Harborview Medical Center agree on the need to clarify the utilization of call-back pay as per Section 12.4 of the Agreement. Both parties agree there is a need to give as much notice as possible to assist in keeping staffing at optimal levels.

Both parties further agree that the use of call-back pay should be minimized. Management will post any available shift more than eight hours prior to the start of the shift and will actively seek volunteers from the bargaining unit to work the

shift. The volunteer who agrees to work the shift will not be entitled to receive call-back pay pursuant to Section 12.4 if the Agreement is reached eight hours prior to the start of the shift.

### **KRONOS COMMITTEE**

It is agreed and understood that the KRONOS system will be adopted and implemented at Harborview Medical Center. The Union and Employer agree to work together on the KRONOS system to ensure a minimum of disruption and the accuracy of the system.

The Employer will provide the union a minimum of one hundred and twenty (120) days notice prior to the planned implementation of the KRONOS system during which time the parties will meet to discuss potential issues within the system; to identify a procedure for correcting pay accuracy problems and to develop an orientation plan for employees. Following implementation of the system, the parties may meet to monitor the effectiveness and accuracy of the system.

The Union may designate one individual from each of its bargaining units to serve on the committee. The Employer representatives will be those individuals responsible for implementing and maintaining the system. Once convened, the committee will determine the frequency of meetings. Time spent on the committee shall be paid release time.

### **MARKET ADJUSTMENTS**

If market conditions for employees represented by the Union change such that the Medical Center determines that an upward adjustment in one or more economic areas is essential to maintain competitiveness, the Union will be given at least thirty (30) days notice in advance of the implementation date. Upon request, the Medical Center will meet to negotiate all aspects of the proposed adjustment(s) and the Union will be provided any data utilized to support the adjustments(s). At any time the Union may recommend that the Employer consider market adjustments.

### **LACTATION STATION**

The Employer agrees to include in the new inpatient expansion building a lactation station for use by staff. The Employer will have a fully functional lactation station in the existing facility by the end of the term of this agreement.

Sincerely,

Cindy Hecker

