

**Agreement between
SEIU Healthcare 1199NW & Harborview Medical Center**

HARBORVIEW MEDICAL CENTER

2023-2025 Contract

COLLECTIVE BARGAINING AGREEMENT

By and Between the

UNIVERSITY OF WASHINGTON
FOR HARBORVIEW MEDICAL CENTER

AND

SEIU DISTRICT 1199 NORTHWEST
HOSPITAL AND HEALTH CARE EMPLOYEES UNION

(Harborview Medical Center Registered Nurse Bargaining Unit, Professional/Technical Bargaining Unit, Speech Language Pathologist, Social Worker, and Dietitian Bargaining Unit, Physician Assistant-Advanced RN Practitioner Bargaining Unit, Respiratory Care/Anesthesiology Technician/Electroneurodiagnostic Technologist Bargaining Unit, Imaging Technologist Supervisor Bargaining Unit, Airlift Northwest Bargaining Unit, Pharmacy Technician Bargaining Unit)

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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 Healthcare 1199 Northwest, 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. In the spirit of cooperation, the Union and the Employer are committed to proceeding with all negotiations in a cooperative manner and as expeditiously as practical.

Article 2 – Nondiscrimination

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

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

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

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

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

UCIRO shall include a statement in the initial e-mail they send out to all complainants that says, “Union members may have rights under their respective Collective Bargaining Agreements. For

more information you may contact your union or Labor Relations at laborrel@uw.edu or <https://hr.uw.edu/labor/unions>.”

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

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

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

2.5 When a grievance or complaint is filed, the University will implement interim measures as appropriate.

2.6 Bathroom Equity. Whenever feasible, the Employer will provide single-use gender-neutral bathrooms that are available to any individual desiring privacy.

2.7 Lactation. The Employer will comply with relevant State law regarding availability of lactation stations and reasonable time for the expression of milk.

Article 3 – Reasonable Accommodation of Employees with Disabilities

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

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

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

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

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

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

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

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

- A. The following pregnancy-related accommodations shall not require health care provider certification and are not subject to an employer's claim of undue hardship:
 - 1. Providing more frequent, longer, or flexible restroom breaks;
 - 2. Modifying a no food or drink policy;
 - 3. Providing seating or allowing the employee to sit more frequently if the her job requires her to standing; and
 - 4. Restricting lifting to seventeen pounds (17 lbs.) or less.
- B. An employee's pregnancy or pregnancy-related health condition may also be accommodated as follows:
 - 1. Job restructuring, part-time or modified work schedules, reassignment to a vacant position, or acquiring or modifying equipment, devices, or an employee's work station;
 - 2. Providing for a temporary transfer to a less strenuous or less hazardous position;
 - 3. Providing assistance with manual labor and limits on lifting;
 - 4. Scheduling flexibility for prenatal visits; and
 - 5. Any further pregnancy accommodation an employee may request.

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

Article 4 – Recognition/Employer

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

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

Article 5 – Affirmative Action

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

Article 6 – Grievance Procedure

6.1 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.

6.2 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.

6.3 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 corrective action may be filed as a grievance and processed per the grievability/arbitrability language in Article 36.4.

6.4 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.

6.5 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 their 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.

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

- A. The date upon which the grievance occurred.

- B. The specific Article(s) and Section(s) of the Agreement violated.
- C. The past practice, rule, policy violated.
- D. Specific remedy requested.
- E. The grievant(s) name.
- F. Name and signature of Union representative (Staff or Steward).
- G. The nature of the grievance.

Failure to include the above information shall not be a reason for invalidating the grievance.

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

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 employee representation shall be subject to approval by the Labor Relations Officer or designee when a group grievance is filed.

6.7 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.

6.8 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.

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 fourteen (14) calendar days of the meeting. If a satisfactory settlement is not reached, the Union representative or delegate may submit the written grievance to Step Three within fourteen (14) calendar days.

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

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

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

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

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

Article 7 – Union Membership, Dues Deduction, and Status Reports

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

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

7.1 Employees who move to a position in another bargaining unit represented by the Union will have their Union deduction continued. When an employee covered by this contract moves to a position that is not covered by this contract, dues 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.

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

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

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

A.

A. Total Compensation and deductions

Name
Home Address
Home phone
Cell phone
Work phone
Work location (building)
Work location (address)
Work station or office (suite and/or number)
Employee ID number
Personal Email
UW email
UW mailbox
Employment status

Employment status effective date
Job classification
Department
Pay grade
Pay step
Pay rate salary
Hourly rate
Supervisor
Supervisor email
Race
Gender
DOB
Date of hire
Job title
Job class code
Shift
Deduction amount dues
Deduction amount cope
Total wages for the pay period
Total base pay for pay period
Total overtime pay for pay period
Total overtime hours per pay period
Total hours worked in the pay period
Days in the pay period
Total hours for each class/type of differential and or/ premium pay for the pay period
Total wages for each class/type of differential and or/ premium pay for the pay period
Total wages year to date.
Pension plan enrollment (which plan)
Position number
Medical plan enrollment (which plan)
Bargaining Unit
Total FTE
Anniversary date (step date)
Employment status (regular fulltime, regular part time, hourly, fixed duration part time, fixed duration full time)

B. **All appointment list**

Appointment budget number(s)
Beginning date
End date
Department and /or hiring unit
College/Org name
Job Classification
Job Classification Code
Full time salary or hourly rate
Appointment/FTE Percentage
Appointment status
Appointment term
Distribution line information.
Position number

Earnings in last pay cycle
Hours worked in last pay cycle
FTE in last pay cycle

C. Change Report

Name,
Job classification,
Job classification code,
Department,
Employee id,
Original hire date,
Status change date,
Termination/separation date if any,
Reason for status change, nature of status change,
Reason for termination/separation
LOA effective date,
Nature of LOA
New hire date
New Hire

D. Vacancy Report

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

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

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

7.7 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 8 – Employee Facilities

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

Article 9 – Hours of Work and Overtime

9.1 Work Shift. The normal work shift shall consist of eight (8) hours work to be completed within eight and one-half (8 ½) consecutive hours, ten (10) hours to be completed within ten and one-half (10 ½) consecutive hours, or twelve (12) hours to be completed within twelve and one-half (12 ½) consecutive hours. All work shifts shall include at least one (1) thirty (30) minute meal period to be taken on the employee's own time if relieved of their duties during this period. 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. An employee who does not receive a rest period will be compensated at the appropriate rate of pay for each missed rest period.

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

9.2 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.

9.3 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. Sick leave paid for will not count toward the calculation of overtime. For Respiratory Care Specialists, only time worked over forty (40) hours in the defined workweek of Monday through Sunday will be paid at the overtime rate.

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

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.

- A. **Compensatory Time.** As an option to wage payment above, an employee may request to accrue compensatory time on the basis of one and one-half the amount of overtime worked, or double time as appropriate. Accrued compensatory time will be scheduled off in a manner similar to the scheduling of vacation days requested off.
- B. **Compensatory Time Cash Out.** If compensation is paid to an employee for accrued compensatory time, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

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

1. Transfers to a position in their department with different budget or funding sources or,
2. Transfers to a position in another department.

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

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

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

Option 2: Adjustable shift. Employee will accrue overtime for hours worked in excess of eighty (80) hours in the eighty (80) hour work period. The employee is not eligible for daily OT or comp time at one and one-half (1 ½) accrual rate unless hours worked exceed eighty (80) hours in an eighty (80) hour work period. Employee may adjust scheduled hours within the eighty (80) hour work period in accordance with patient and departmental needs.

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

9.4 Work Schedules. 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. This section does not apply to standby, Article 45.6.

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

9.5 Weekends – Registered Nurses/Social Workers/PA-ARNPs/Leads: 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. Any employee who works more than four (4) weekend shifts within a four (4) week schedule block shall be paid at the rate of time and one-half (1 ½) the regular rate of pay for all actual weekend hours worked after four (4) shifts within the scheduled block. 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. This shall not apply to work time spent for educational purposes. For purposes of this section, time spent on paid time off (sick time off, vacation time off, compensatory time off), does not count as a weekend shift worked. Stand by shifts and hours worked when on standby do not count as a weekend shift worked.

9.6 Shift Rotation. Required scheduled shift changes shall be limited to three (3) per four (4) week schedule period with at least twenty-four (24) hours off between changes. The Employer will make a good faith effort to limit required shift changes to two (2) per four (4) week schedule period. 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.

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

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

9.8 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 (1-1/2) times the employee's regular rate.

9.9 Rest Between Shifts – Registered Nurses. 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 nurse's request for variation to this is approved by supervision. Nurse(s) 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. Nurses 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.

Social Workers/ PA-ARNPs/ Electroneurodiagnostic Technologists/ Respiratory Care and All Other Employees Excluding Employees Listed in 9.10. 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).

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

Article 10 – Bargaining Unit Classes/Definitions

10.1 New Graduate/Returning Nurse: A registered nurse whose clinical experience after graduation is less than twelve (12) 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.

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

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

10.3 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. 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.

- A. An employee with permanent status who accepts a position in a job classification for which they have not previously attained permanent status will serve a six (6) month trial service period.
 - 1. Any employee serving a trial service period may have their trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.
 - 2. An employee serving a trial service period may voluntarily revert to their former permanent position within six (6) weeks of the appointment, provided that the position has not been filled or an offer has not been made to an applicant. After six (6) weeks employees may revert to their former position with Employer approval.
 - 3. In the event the former position has been filled with a permanent employee, the employee will be placed on the rehire list.
 - 4. The reversion of employees who are unsuccessful during their trial service period is not subject to the grievance procedure in Article 6 .
- B. An employee who voluntarily moves from one position in the bargaining unit to another within the same job classification (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 their 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.

Article 11 – Educational and Professional Development

11.1 Definition. The educational and professional leave program shall consist of two (2) components, mandatory 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.

11.2 Mandatory 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, they shall be given time off on the basis of one and one-half (1-1/2) 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 9, 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 fourteen (14) days 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.

11.3 Elective Educational and Professional Leave.

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

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.

Registered Nurses – Permanent full-time nurses shall be granted up to forty (40) hours per fiscal year at the nurse's base salary for the purpose of attending educational and professional programs as defined above. The Employer will grant a minimum of twenty-four (24) hours of educational/ professional leave within a twelve (12)-month period in a fiscal year to nurses requesting such leave.

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

PA-ARNPs/Leads – PA-ARNPs/Leads who have completed their probationary period, shall be granted up to sixty-four (64) hours per fiscal year for each individual bargaining unit employee and prorated for each individual part-time bargaining unit employee for educational and/or professional leave.

Respiratory Care; Anesthesiology; Electroneurodiagnostic – Respiratory Care Practitioners/Leads/Specialists and Anesthesiology Tech 2's/Leads and Electroneurodiagnostic Techs/Leads who have completed their probationary period shall be granted up to forty (40) hours per fiscal year, prorated for part-time, for each individual bargaining unit employee for educational and/or professional leave. The Employer will grant a minimum of twenty-four (24) hours of educational/professional leave per fiscal year to employees requesting such leave.

Cardiac Sonographers and Vascular Sonographers – Education benefits will be limited to those staff who keep their national state license in good standing. The employer will not reimburse for state license registration. Cardiac Sonographers and Vascular Sonographers who have completed their probationary period shall be granted up to forty (40) hours per fiscal year, prorated for FTE, for each individual bargaining unit employee for educational and/or professional leave. The employer will grant a minimum of twenty-four (24) hours of educational/professional leave within a twelve (12) month period in a fiscal year to employees requesting such leave.

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

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

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

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

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

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

Respiratory Care/Anesthesiology/Electroneurodiagnostic Bargaining Unit Members. For Anesthesia and Electroneurodiagnostic employees, five hundred dollars (\$500.00) per FTE (pro-rated for part-time) per fiscal year shall be made available to fund continuing education.

Respiratory Care employees will be granted up to eight hundred dollars (\$800.00) per FTE, pro-rated.

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

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

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

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

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

Article 12 – Scholarship Fund – Registered Nurses

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

Article 13 – Tuition Exemption Program

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

In accordance with APS 22.1.

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

Article 14 – Employment Practices

14.1 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 (24) months (plus a twelve [12] month extension if requested) shall be entitled to previously accrued benefits and placement on the salary schedule which the employee had at the time of layoff.

14.2 Personnel File. An employee shall have access to their 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.

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

14.3 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.

14.4 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 their 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.

14.5 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.

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

14.6 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 Washington State Employee Assistance Program (WA EAP) through which employees may seek confidential assistance in the resolution of chemical dependency or other problems which may impact job performance, and the WA State Paid Family & Medical Leave Program.

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.

14.7 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 45.13 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.

Employees accepting or requesting employment of either separate part-time positions or assignment in specific multiple departments will be notified in writing in their appointment letters that they are not eligible for float pay for this assignment. It is not the employer’s intent to create split positions for the purpose of minimizing part-time employment or float pay.

14.8 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.

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

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

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

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

14.11 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.

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

14.12 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.

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

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.

The employer 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 PA-ARNPs collection of available data regarding RVU’s (which incorporate the provider FTE, patient complexity, number of patient visits, etc.) will be discussed at JLM meetings. For the Airlift Northwest bargaining unit data on referral agency complaints and follow-up, flight volumes, missed flights (and reasons), response time, QA and QI and aircraft out of service will be provided to the extent such data are 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.

14.14 Compliance With RCW 70.41.410-420 – Washington State Nurse Staffing Committee

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

- A. Committee work will be considered work time. If determined appropriate by the Staffing Committee, paid time in addition to Committee meeting time may be provided for Staffing Committee members to complete their work and/or meet with clinical subgroups (units).
- B. The Committee will be given all data required under RCW 70.41.410-420 as well as any other data that has been contractually agreed to that may not be covered by the law. The Committee may ask for additional data which, if available, will be provided. The Committee may also ask for specific individuals to attend for explanations regarding data. The Committee will consider these data in its development and evaluation of the staffing plan(s).
- C. The Committee will determine its chair and the quorum needed to have meetings.
- D. The daily matrix and actual staffing postings will be collected and delivered to the Committee for review.
- E. The employer will make a good faith effort to make available an electronic short staffing form that can be used by the Committee to evaluate staffing and make recommendations for the annual staffing plans.
- F. Annually the Committee will target the late winter/early spring to complete its work regarding the development of the staffing plans and it will regularly review and evaluate the staffing plans which will be used by the employer in the budget development process.
- G. The Committee will produce the hospital's annual nurse staffing plan. If this staffing plan is not adopted by the hospital, the chief executive officer shall provide a written explanation of the reasons why to the Committee.
- H. The Committee's work will include overseeing the posting of the staffing plans in accordance with the law.
- I. The employer may not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Committee;

or an employee, patient, or other individual who notifies the Committee or the hospital administration of concerns on nurse staffing.

- J. The primary responsibility of the Committee shall include:
1. Development and oversight of an annual patient care unit and shift-based nurse staffing plan, based on the needs of patients, to be used as the primary component of the staffing budget. Factors to be considered in the development of the plan should include, but are not limited to:
 - a. Census, including total numbers of patients on the unit on each shift and activity such as patient discharges, admissions, and transfers;
 - b. Level of intensity of all patients and nature of the care to be delivered on each shift;
 - c. Skill mix;
 - d. Level of experience and specialty certification or training of nursing personnel providing care;
 - e. The need for specialized or intensive equipment;
 - f. The architecture and geography of the patient care unit, including but not limited to placement of patient rooms, treatment areas, nursing stations, medication preparation areas, and equipment; and
 - g. Staffing guidelines adopted or published by national nursing professional associations, specialty nursing organizations, and other health professional organizations;
 - h. Hospital finances and resources may be taken into account in the development of the nurse staffing plan.
 2. Semiannual review of the staffing plan against patient need and known evidence-based staffing information, including the nursing sensitive quality indicators collected by the hospital;
 3. Review, assessment, and response to staffing concerns presented to the committee.

14.15 Payroll Errors. Recognizing the importance of employees receiving correct pay, once a payroll underpayment is identified and confirmed, the Employer will correct any errors on the employee's subsequent available pay check, unless an on demand check is requested.

14.16 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 15 – Committees

15.1 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.

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

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

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

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

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

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

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

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

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 quarter and otherwise as needed. Quarterly meetings will be scheduled for ninety (90) minutes in duration. 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. Union Committee members will caucus for sixty (60) minutes before the Committee meeting and thirty (30) minutes after the committee meeting.

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

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

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

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 (6) 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 (6) hour training course shall be allowed a maximum of four (4) hours in each subsequent year to attend refresher courses sponsored by the Union.

15.2 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.

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

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

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

15.6 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 regular rate of pay. Time worked on Employer established committees and committees mentioned in this contract will not count towards the Rest Between Shift/Shift Break Premium in Article 9.9, and will not count as time worked towards the calculation of overtime.

15.7 Staffing Concerns-Process for Raising and Resolving Workload and Staffing Issues. 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.

15.8 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 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 16 – Holiday

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

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

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

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

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

Full Time Employee:

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

Part Time Employee:

- D. When the holiday falls on the part time employee's regularly scheduled work day and is worked, the employee will be paid holiday premium pay (one and one half) for all hours worked. The employee will also receive the prorated to full time number of hours of holiday credit.

- E. When the holiday falls on the part time employee's regularly scheduled work day and is not worked, the employee will be paid the prorated to full time number of hours at the employee's regular rate of pay.

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

Holiday Credit.

- A. Holiday credit will be used and scheduled by the employee in the same manner as vacation leave in Article 17.
- B. Holiday Credit Cash Out: All holiday credit must be used by June 30th of each year. The employee's holiday credit balance will be cashed out every June 30th or when the employee leaves University employment for any reason. The employee's holiday credit balance may be cashed out when the employee:
 - 1. Transfers to a position in their department with different funding sources or,
 - 2. Transfers to a position in another department.

16.3 Personal Holiday.

- A. Each employee may select one personal holiday each calendar year in accordance with the following:
 - 1. The employee has been continuously employed by the institution for more than four (4) months;
 - 2. 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
 - 3. The number of employees selecting a particular day off does not prevent providing continued public service.
- B. It is the employee's responsibility to schedule the Personal Holiday before December 31st, if not requested it is forfeited.
- C. Entitlement to the holiday will not lapse when it is cancelled by the Employer and cannot be rescheduled before December 31st.
- D. 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, holiday credit, use or accumulation of compensatory time as appropriate, or unpaid time off.
- E. Part-time employees shall be entitled to a pro-rated number of paid hours on a Personal Holiday based on their FTE.

Article 17 – Vacation Schedule

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

During	Paid Vacation Days/Hours Per Year	Hours Per Month
1st year	12/96	8.00
2nd year	13/104	8.67

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

17.2 Vacation Time Off – Use.

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

17.3 Vacation Time Off – Use – Accumulation-Excess. Vacation time off credits may be accumulated to a maximum of thirty (30) working days (two hundred and forty [240] hours). However, there are two (2) methods which allow vacation leave to be accumulated above the maximum:

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

1. An employee may accumulate the vacation time off days between the time thirty (30) days is accrued and their Time Off Service Date (anniversary date of state employment).
2. Such accumulated time off 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.
3. 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 (A) of this section.

17.4 Vacation Time Off – Use – 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 time off. Vacation time off 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.

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

- A. If an employee's request for vacation leave is denied and the employee has not exceeded the vacation leave maximum (currently two hundred forty [240] hours), the appointing authority or designee shall grant an extension for each month that the employee's request for vacation leave is deferred.
- B. An employee may also accumulate vacation leave days in excess of the statutory limit (currently two hundred forty [240] hours) as long as the employee uses the excess balance prior to their anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, shall be lost on the employee's anniversary date.

Article 18 – Sick Leave

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

18.2 Sick Leave – Use.

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

1. Because of and during illness, disability or injury which has incapacitated the employee from performing required duties
 2. 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.
 3. 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 applicability of “emergency,” “necessary care” and “extended care” shall be made by the Employer.
 4. 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 25.
 5. Because of a family member’s death that requires the assistance of the employee in making arrangements for interment of the deceased.
 6. 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.
- B. Sick leave may be granted for condolence or bereavement.

18.3 Family Member. Family member is defined as the employee’s spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sibling. Family member also includes individuals in the following relationships with the employee’s spouse or domestic partner: child, parent and grandparent. “Child” also includes a child of a legal guardian or de facto parent, regardless of age or dependency status and those to whom the employee is “in loco parentis” or “de facto” parent as well as a child of a legal guardian or de facto parent. Parent and Parent in-law also includes de facto parent foster parent, stepparent, or legal guardian.

18.4 Sick Time Off – Compensation for.

- A. Employees shall be eligible to receive monetary compensation for accrued sick leave as follows:
1. In January of each year, and at no other time, an employee whose year-end sick time off balance exceeds four hundred and eighty (480) hours may choose to convert sick time off hours earned in the previous calendar year minus those used during the year to monetary compensation.
 - a. No sick time off hours may be converted which would reduce the calendar year-end balance below four hundred and eighty (480) hours.
 - b. Monetary compensation for converted hours shall be paid at the rate of twenty-five percent (25%) and shall be based upon the employee’s current salary.
 - c. All converted hours will be deducted from the employee’s sick time off balance.
 2. Employees who separate from state service due to retirement or death shall be compensated for their unused sick time off accumulation at the rate of twenty-five percent (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.

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

18.5 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 two (2) hours in advance of the scheduled shift if unable to report for duty as scheduled.

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

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

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

18.9 No Arbitrary Denial of Sick Time Off. The parties agree that neither the abuse nor the arbitrary denial of sick time off 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.

Article 19 – Job Posting & Transfer

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

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

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

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

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

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

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

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

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

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

19.5 FTE Decreases: Employees will submit requests for FTE decreases in writing. The Employer will respond in writing within sixty (60) days of request. The Employer will make a good faith effort to accommodate requests to decrease FTE. If a request is denied, the employee may request a meeting with the Employer to discuss the decision to deny and potential alternatives that could be approved.

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

Article 20 – Miscellaneous Leave

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

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

- A. Child or elder care emergencies

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

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

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

20.4 Conditions Applicable to Unpaid time off:

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

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

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

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

20.7 Benefits During Leave. Employees are encouraged to contact the Integrated Service Center prior to any unpaid absence to understand impact on benefits and learn about other points to consider.

20.8 Returning Employee Rights. Employees returning to work following an approved leave without pay will be returned to the position they held prior to the unpaid absence or to another position in the same classification in the same geographical area unit and organizational unit. In the event the employee's position is substantially impacted during the time the employee is on leave, they will be notified in writing and provided a time in which to exercise any rights available pursuant to this Agreement.

20.9 Educational Leave. After six (6) months of continuous employment, permission may be granted for leave of absence without pay for up to one (1) 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.

20.10 Government Service Leave. After applicable accrued leave has been exhausted, Leave without pay may be granted for government service in the public interest, including but not limited to the U.S. Public Health Service or Peace Corps.

20.11 Volunteer or Community Service Leave. After applicable accrued time off has been exhausted, Leave without pay may be granted for community volunteerism or service.

20.12 A classified employee taking an appointment to a civil service exempt position (e.g., professional staff) shall be granted a leave of absence without pay, with the right to return to their 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.

20.13 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.

Article 21 – Family Medical Leave Act and Parental Leave

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

- A. parental leave to care for a newborn or newly placed adopted or foster child; or
- B. personal medical leave due to the employee's own serious medical condition that requires the employee's absence from work; or
- C. family medical leave to care for a family member who suffers from a serious medical condition that requires care or supervision by the employee.
Family Member is defined as: the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sister, or brother. It 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.

21.2 The amount of family medical leave available to an employee is determined by using a rolling twelve (12) month period. The rolling twelve (12) month period measures FMLA leave availability by "looking backward" from the date an employee begins FMLA leave, adding up any FMLA leave used in the previous twelve (12) months, and subtracting that amount from the

employee's twelve (12) workweek FMLA leave entitlement. The remaining amount is available to the employee.

- A. For work under FMLA, the Employer may require that employees use a portion of their accrued but unused paid leave. With respect to employees who receive workers' compensation time-loss benefits, employees may elect to receive time-loss exclusively, or may elect to receive a combination of time-loss and accrued leave as provided in Article 30. All other provisions of Article 21 shall apply to work-related injury leave that is designated as FMLA leave.
- B. Employees may retain either eighty (80) hours of accrued vacation time off or eighty (80) hours of sick time off. Vacation and sick leave that has been requested and approved prior to the request for the use of FMLA will not be considered when requiring employees to use leave during FMLA-covered leave.

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

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

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

Parental leave not covered by FMLA may be a combination of the employee's accrued vacation time off, sick time off up to thirty (30) days, personal holiday, holiday credit, or compensatory time, the combination of which may be determined by the employee.

21.6 Schedule During Continuous Leave of Absence (FMLA and Parental Leave).

Employees that are placed on an approved continuous leave of absence, who do not work a Monday through Friday work schedule, will be placed on a Monday through Friday work schedule (pro-rated to their FTE) on their permanent shift- For example a fifty percent (50%) employee would be scheduled four (4) hours per day Monday through Friday.

Article 22 – 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 23 – Performance of Duty

23.1 The Employer and the Union acknowledge that this Agreement provides, through the Grievance Procedure contained therein, for an orderly settlement of grievances or disputes which may arise between the parties. Accordingly, the parties agree that the public interest requires the uninterrupted performance of all University services and to this end pledge to prevent or eliminate any conduct contrary to that objective. Therefore, during the life of this Agreement there shall be no work stoppage or any other form of concerted job action by employees in the bargaining units, nor will the Union authorize or condone such activity in form.

23.2 Should the employees engage in any unauthorized concerted action, a Joint Labor/Management Committee shall immediately convene and shall continue to meet until the dispute is settled, and the employees involved shall immediately return to work and continue working. Any employee who refuses to perform their work may be subject to disciplinary action.

23.3 There will be no strike or lockout regarding any matters pertaining to the contents of this Agreement.

23.4 Any action of the Employer in closing the University during any unauthorized concerted action, riot, or civil disturbance for the protection of the institution, its property, or its employees shall not be deemed a lockout.

23.5 Employees covered by this Agreement who would engage in any prohibited activity as defined above shall be subject to disciplinary action by the Employer, including discharge.

Article 24 – Unpaid Holidays for a Reason of Faith or Conscience

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

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

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

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

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

Article 25 – Leave Due to Family Care Emergencies

25.1 There are two (2) types of family care emergencies:

- A. A child care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency child care requirements such as unexpected absence of regular care provider, unexpected closure of the child's school, or unexpected need to pick up child at school earlier than normal.
- B. An elder care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency elder care requirements such as the unexpected absence of a regular care provider or unexpected closure of an assisted living facility.

25.2 An employee who is unable to report for or remain at work due to a family care emergency may use up to three (3) work days per calendar year of each of the following: compensatory time, vacation time off, sick time off, and unpaid time off. Employees may also use their personal holiday. Use of any of the above leave categories is dependent upon the employee's eligibility to use such leave. The employee upon returning from such leave shall designate to which leave category the absence will be charged.

25.3 Accrued sick time off in excess of three (3) days may be used when the employee's child's school or day care has been closed by a public official for any health related reason.

Article 26 – Civil/Jury Duty Leave and Bereavement Leave

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

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

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

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

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

Family Member is defined in Article 18 Sick Leave.

Article 27 – Leave Related to Domestic Violence, Sexual Assault or Stalking

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

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

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

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

Article 28 – Health Insurance and Pension

28.1

- A. For the 2023-2025 biennium, the Employer Medical Contribution (EMC) will be an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured Uniform Medical Plan (UMP) Classic for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). In no instance will the employee contribution be less than two percent (2%) of the EMC per month. B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances:
1. In ways to support value-based benefits designs; and
 2. To comply with or manage the impacts of federal mandates.

Value-based benefits designs will:

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

C. Article 28.1 will expire June 30, 2025.

28.2

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

28.3 Wellness

- A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.
- B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

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

28.5 Medical Flexible Spending Arrangement

- A. During January 2024 and again in January 2025, the Employer will make available two hundred fifty dollars (\$250) in a medical flexible spending arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in RCW 41.80.020(3), who meets the criteria in Subsection 28.57(B) below.
- B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:
 1. Is occupying a position that has an annual full-time equivalent base salary of sixty thousand dollars (\$60,000) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and
 2. Meets PEBB program eligibility requirements to receive the employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.

3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2088).
 4. Base salary excludes overtime, shift differential and all other premiums or payments.
- C. A medical FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for Employer FSA funds may decline this benefit but cannot receive case in lieu of this benefit.
- D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to a FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.

Article 29 – Military Leave

29.1 Military Leave will be approved in accordance with University of Washington Administrative Policy Statement 45.4, which is subordinate to the Uniformed Services Employment and Reemployment Rights Act, RCW 38.40, and RCW 49.77. Employees who are called to active duty in any of the uniformed services or their reserves shall receive twenty-one (21) work days of paid military leave annually from October 1 through September 30. Such paid military leave shall be in addition to any compensatory time, holiday credit, vacation or sick time off to which the employee might be otherwise entitled, and shall not involve the reduction of any benefits, performance rating, privileges or base pay. During the period of paid military leave, the employee shall receive their normal pay. If the employee is scheduled to work a shift that begins on one calendar day and ends on the next calendar day, the employee is charged military leave only for the first calendar day.

29.2 Employees required to appear during working hours for a physical examination to determine physical fitness for military service shall receive full pay for the time required to complete the examination.

29.3 Employees who are called to active duty in one of the uniformed services of the United States or the State of Washington shall be granted a military leave of absence without pay for absence from work for up to five (5) years in addition to any time covered by the provisions of Section 29.1. During an unpaid military leave of absence, an employee is entitled to receive:

- A. retirement benefits and service credit in accord with the provisions of the applicable retirement system;
- B. paid medical and dental insurance if in pay status at least eight (8) hours per month. Other health plan coverage at the employee's request and expense for a limited period of time as determined by the Health Care Authority;
- C. other length-of-service credits related to employment that would have been granted had the employee not been absent; provided that the employee returns to University service at the conclusion of the leave in accord with applicable Federal and State laws related to military leave; and
- D. any additional benefit required by then-applicable state or federal law.

29.4 The employee should follow the Military Leave of absence Request process to request military leave. Unless prohibited by military necessity, the University shall be provided with a copy of an employee's orders at the time the employee requests military leave. Such request

shall be made as soon as reasonably practical after the employee learns of the need for such leave.

29.5 Following release from military service, an employee shall have the right to return to their employment as provided by then-applicable state and federal law. The employee will provide a copy of employee's discharge papers and any other documentation permitted or required by military-leave laws to their supervisor and to Human Resources.

29.6 Employees who are spouses of members of the armed forces will be released for the provisions of the Military Family Leave Act RCW 49.77 when the service member has been notified of an impending call or order to active duty or when on leave from deployment.

Article 30 – Worker's Compensation Leave

30.1 Employees who suffer a work related injury or illness that is compensable under the state worker's compensation law may select time loss compensation exclusively, leave payment exclusively or a combination of time loss compensation and accrued paid time off.

30.2 During a period when an employee receives pay for vacation time off, compensatory time off, holiday credit, or holidays and also receives worker's compensation for time loss, the employee is entitled to both payments without any deduction for the industrial insurance payment.

30.3 When an employee receives worker's compensation payment for time loss and is on unpaid time off, no deductions will be made for the industrial insurance payment.

30.4 An employee who sustains an industrial injury, accident or illness, arising from employment at Harborview shall, upon written request and proof of continuing disability, be granted leave of absence without pay for up to six (6) months without loss of layoff seniority or change in annual increment date. Leave without pay exceeding six (6) months without loss of layoff seniority or change in annual progression start date may be granted at the option of the Employer.

30.5 Employees working for ALNW will be covered under the Worker's Compensation laws that apply to the state in which their assigned base is located. The Employer will comply with all such laws.

Article 31 – Health and Safety

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

- A. At the beginning of employment and annually thereafter TB testing including chest x-rays where medically indicated. For employees working in high risk areas, TB testing shall be available on a six month basis. Before screening, all employees shall be counseled regarding anergy testing. When medically indicated, or upon the employee's request, appropriate anergy testing will be provided.
- B. Throat culture if requested by the employee and ordered by a physician.
- C. Vaccinations and immunizations provided by the hospital.
- D. Hepatitis B vaccine for all employees. At the employee's request the Employer shall provide an antibody test to ensure that the employee's antibody titer level is sufficient to

protect against Hepatitis B infection. If medically indicated and upon request, the employee shall receive a booster.

- E. At the employee's request, the Employer will test for Hepatitis C using a test considered most reliable by the Employer.
- F. The Employer will test employees for Covid in accordance with the Employer's policy.
- G. The Employer shall refer PPD converters for appropriate medical treatment at no cost to the employee.

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

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

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

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

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

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 15.6 (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.

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

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

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

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

Article 35 – Drug and Alcohol Free Workplace

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

Article 36 – Corrective Action/Dismissal Process

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

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

36.2 Representation During Investigations.

- A. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes corrective action

could result. The Employer will provide reasonable time to allow an employee to secure a representative.

- B. The role of the union representative in regard to Employer-initiated investigation is to provide assistance and counsel to the employee and not interfere with the Employer's right to conduct the investigation. Every effort will be made to cooperate in the investigation.
- C. An employee placed on an alternative assignment during an investigation will not be prohibited from contacting their union representative unless there is a conflict of interest, in which case the employee may contact another union representative. This does not preclude the Employer from restricting an employee's access to the Employer's premises.
- D. An interpreter can be requested by either party and will be provided.

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

36.3 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 Action/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.

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

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

Final Counseling. Final 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).

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

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

36.5 Representation. All employees upon request shall be entitled to have a representative present during all steps of the Corrective Action/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 Action/Dismissal Process at Formal Counseling or higher.

36.6 Investigations.

- A. If the Employer places an employee on administrative leave for investigatory purposes, the Employer will notify the employee prior to the onset of the leave of the subject of the investigation. At the conclusion of an investigation, where the Employer elects not to take corrective action, the employee will be provided with a notification that the investigation is completed and that no corrective action will be imposed.
- B. Upon request of the Union, if an investigation of employee lasts longer than sixty (60) days from the date the employee was interviewed, the Employer will provide an explanation to the Union of the current status of the investigation (for example: interviews still being conducted, drafting of investigative report, waiting for analysis of data), next steps and approximate timeframe for completion.

36.7 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.

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

Article 37 – Nonpermanent and Intermittent Employees

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

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

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

37.2 Types of Nonpermanent Positions:

- A. Nonpermanent Hourly
- B. Nonpermanent Fixed Duration

37.3 Nonpermanent Hourly and Nonpermanent Fixed Duration Appointments.

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

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

37.5 Hours of Work and Overtime.

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

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

- B. Minimum Work Availability.
 - 1. **Intermittent and Nonpermanent Employees:** Appointments may be ended due to a lack of work or employee availability.
 - 2. Notification of cancelled shift. Failure to notify or attempt to notify staff of cancellation at least two (2) hours prior to the start of a shift will result in the employee being assigned to a unit for a minimum of two (2) hours.
 - 3. Intermittent and Nonpermanent Registered Nurses
 - i. Minimum Work Availability. The minimum work availability for per-diem/hourly Nurses is four (4) shifts per four (4) week period. If a Nurse withdraws availability, the shift does not count towards the minimum requirement. All hourly staff, once scheduled, are expected to honor the commitment, with the exception of illness or serious emergency. If a Nurse is unable to report to work as scheduled, the nurse shall notify the Staffing Office or their Supervisor at least two (2) hours in advance of the scheduled shift.
 - ii. Weekend Availability Minimum. If working less than twenty (20) hours per week the requirement is two (2) weekend shifts per each four (4) week schedule period. If working more than twenty (20) hours per week the

requirement is four (4) weekend shifts per each four (4) week schedule period. Weekend requirements are contingent upon unit staffing needs for weekend scheduling; weekday shifts may be substituted if that meets unit needs.

- iii. Holiday Availability. In areas where staffing is required on holidays, per-diem staff are expected to commit to at least one (1) shift on the Thanksgiving Day, Christmas, or New Year holidays.
- iv. Notification of cancelled shift. Failure to notify or attempt to notify staff of cancellation within the appropriate time limits will result in the employee being assigned to a unit for a minimum of two (2) hours.

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

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

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

37.7 Compensation.

- A. The rate of pay for employees under this Article must be placed on a salary step within the range for the classified title that best fits the work.
- B. The progression start date shall be established as follows:
 - 1. The first of the current month for actions occurring between the first and the fifteenth of the month; or,
 - 2. The first of the following month for actions occurring between the sixteenth and the end of the month.
- C. **Annual Salary Adjustment.** Annual salary adjustments up to the top automatic step will be administered the same as regular positions in the same classification.
- D. **Shift Differential.** Employees assigned to work the evening (3:00 pm – 11:00 pm) shift shall be paid a shift differential in accordance to Section 37.7.J of this agreement over the hourly contract rates of pay. Employees assigned to work the night shift (11:00 pm – 7:00 am) shall be paid a shift differential in accordance to Section 37.7.J of this agreement over the regular rate of pay. Employees shall be paid shift differential on second or third shift if the majority of hours are worked during the designated shift.
- E. Intermittent and Nonpermanent Nurses hired prior to July 1, 2022 will continue to receive the 6% recruitment and retention premium until the nurse leaves employment or is hired into a position that is not eligible for the premium.

- F. **Charge Nurse.** An intermittent or Nonpermanent Registered Nurse 2 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. 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 not generally assign charge duty to a per diem nurse. Nurses regularly assigned to a specific unit and who are qualified to act in charge will be placed in charge before a per diem nurse.

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.

- G. **Certification.** Employees 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 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 (1) certification premium regardless of other certifications the employee may have. Certified employees 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.
- H. **Standby Premium.**
1. **Intermittent and Nonpermanent Registered Nurses:** 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 Section 37.7.J of this agreement.
 2. **All Other Intermittent and Nonpermanent Employees:** Off-duty standby assignments shall be determined in advance by supervision. Employees required to restrict their off-duty activities in order to be immediately available for duty when called, will be compensated for time spent in standby status. An employee called to work will be paid at time and one-half (1-1/2) and shall be paid for a minimum of two and one half (2 ½) hours. Call back from standby does not apply until after forty-five (45) minutes after the end of the scheduled shift. The minimum callback hours shall not apply more than once in a sixty (60) minute period.
- I. **Preceptor.** An intermittent or nonpermanent employees will have the same eligibility for preceptor premium as employees in regular positions in the same classification.
- J. **PREMIUMS**

Intermittent and Nonpermanent Registered Nurses	
Evening shift differential	\$2.50
Night shift differential	\$4.00
Standby Pay	\$4.00
Weekend	\$4.00

Certification	\$1.25
Charge	\$2.25
Preceptor	\$1.50
BSN	\$1.00

K.

Intermittent and Nonpermanent Employees	
Standby	\$3.75
Certification	\$1.25
Evening Shift differential	\$2.00
Night Shift differential	\$2.75
Weekend	\$2.50

37.8 Training.

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

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

37.9 Sick Time Off

- A. Employees in Nonpermanent Fixed Duration positions will accrue sick time off per Article 18 Sick Leave.
- B. Employees in Nonpermanent Hourly and Intermittent positions will earn a monthly sick time off accrual proportionate to the number of hours in pay status (excluding overtime hours) in the month to that required for full-time (1.0 FTE) employment. Sick time off accruals cannot exceed eight (8) hours in a month.

37.10 Vacation Time Off

- A. Employees in Nonpermanent Fixed Duration positions will accrue and use vacation time off per Article 17 Vacation Schedule.
- B. Employees in Nonpermanent Hourly and Intermittent positions will earn a monthly vacation time off accrual proportionate to the number of hours in pay status (excluding overtime hours) in the month to that required for full-time (1.0 FTE) employment.
- C. Employees in Intermittent positions will receive vacation time off accrual rate increases in accordance with the accrual schedule in Article 17 Vacation Time Off.
- D. Employees in Nonpermanent and Intermittent positions are subject to the maximum vacation time off accrual rules as outlined in RCW 43.01.044 for classified employment.

37.11 Holidays and Holiday Credit

- A. Employees in Nonpermanent Fixed Duration positions will be paid for holidays and receive holiday credit per Article 16 Holiday.
- B. Holiday credit is a balance of time off that is received in lieu of holiday compensation for employees in Nonpermanent Hourly and Intermittent positions. Holiday credit accrual is proportionate to the number of hours in pay status (excluding overtime hours) in the same month of the holiday to that required for full-time (1.0 FTE) employment, excluding all holiday hours. Holiday credit accrual will be calculated at the end of the month. Employees in Nonpermanent Hourly and Intermittent positions hired during the month of the holiday will not receive credit for holidays that occur prior to their hire date.
- C. Employees in Nonpermanent Hourly and Intermittent positions shall be paid for holiday credit in accordance with Article 16 Holiday.

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

37.12 Personal Holiday

- A. Employees in Nonpermanent Fixed Duration positions will receive a personal holiday per Article 16.3 Personal Holiday.
- B. Employees in Nonpermanent Hourly and Intermittent positions earn a personal holiday at a rate proportionate to the number of hours in pay status (excluding overtime hours) in the same month when the personal holiday is scheduled to that required for full-time (1.0 FTE) employment, excluding all holiday hours. The value of the Personal Holiday cannot exceed eight (8) hours.

37.13 Corrective Action

- A. Employees in a Registered Nurse Intermittent position who work a cumulative one thousand eight hundred and seventy-two (1,872) non-overtime hours or more from their date of hire in continuous Intermittent employment shall not be terminated except for just cause. The parties agree to adhere to the grievance process as outlined in Article 6 Grievance Procedure. If an employee is not meeting performance expectations, they will be given an action plan outlining the identified issues. The parties agree to start at Step Two for terminations.
- B. Intermittent Registered Nurses who are not available to work for two (2) consecutive four (4)-week schedule periods and those who have not informed their immediate supervisor of extended non-availability may have their appointment terminated. Intermittent Registered Nurses who have not worked for six (6) consecutive months will automatically have their appointment terminated and must reapply to be considered for intermittent or nonpermanent status.
- C. Assignment of hours or continuation of employment is at the discretion of the Employer. Upon request by the employee, a meeting to explain such action shall be held with a representative of the Employer.
- D. Intermittent Registered Nurses out of compliance with the above minimums may have their appointment terminated. Notwithstanding the above, if a H Intermittent Registered Nurses fails to provide dates to be scheduled as required by the applicable agreement,

or to any lesser extent required by their unit, they shall be subject to a written warning. If they thereafter fail to provide dates on a second occasion within a rolling year, their appointment may be ended. Appointments may also end due to a lack of work.

- E. **ENDING EMPLOYMENT.** Intermittent and nonpermanent 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.

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

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

- Article 1 Purpose
- Article 2 Non-Discrimination
- Article 5 Affirmative Action
- Article 4 Recognition/Employer
- Article 7 Union Dues Deduction
- Article 8 Employee Facilities
- Article 22 Management Rights and Responsibilities
- Article 23 Performance of Duty
- Article 6 Grievance Procedure
- Article 40 Mandatory Subject
- Article 28 Health Insurance and Pension (if qualified per PEBB)
- Article 31 Health and Safety
- Article 32 Subordination of Agreement and Saving Clause
- Article 33 Complete Agreement
- Article 34 Duration of Agreement
- Article 41 New Employee Orientation
- Article 42 Union Activities
- Article 14 Employment Practices

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

- 14.2 – Personnel File (except section A)
- 14.3 – Liability Insurance
- 14.4 – Performance Evaluations
- 14.5 – Uniform/Clothing Damage (except Airlift Northwest paragraph)
- 14.7 – Floating
- 14.8 – Float Pools – Nurses
- 14.11 – Staff Meetings (except Airlift Northwest paragraph)
- 14.12 – Delegation of Nursing Care
- 14.15 – Payroll Errors
- Article 15 Committees

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

- 15.1 – Joint Labor/Management Committees: Purpose and Membership

Article 38 – Seniority, Layoff, Rehire

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

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

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

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

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

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

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

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

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

Prior to implementing a layoff, the Employer, within the context of its determination of the staffing needs of the layoff unit, will minimize overtime in the layoff unit impacted, the use of agency or traveler nurses in the layoff unit impacted, reliance on intermittent and nonpermanent 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.

38.6 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.

38.7 Layoff Notice. Employees identified for layoff and the SEIU 1199NW union office 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. The notice to the union shall also include the most recent classified hire date seniority list. Upon request, the Union and the Employer will meet to discuss possible alternatives to the layoff.

38.8 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 be offered one of the following employment options in descending order, provided they meet the essential skills of the offered position:

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

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

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 38.10.

38.9 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.

38.10 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:

- A. Positions of a lower FTE status in the classification from which the employee was laid off;
- B. 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 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.

38.11 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.

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

- A. If placement does not occur within twenty-four (24) months;
- B. If the employee refuses two (2) offers of placement for a position having the same pay, shift 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;
- C. If the employee was placed into two (2) vacant positions for which the employee has failed to complete the rehire trial period;
- D. If the employee accepts an offer of placement and completes the rehire trial service period;
- E. 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.

38.13 Other Layoff and Rehire Issues

Rehire Wages and Progression Start Date. When employees are rehired from layoff status, the progression start date and months of service towards higher accrual rate 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 intermittent and nonpermanent 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.

38.14 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 39 – Resignation

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

Article 40 – Mandatory Subject

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

40.1 The Union may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. The Union will notify the Vice President of Labor Relations (laborrel@uw.edu) of any demands to bargain. Unless agreed otherwise, the parties agree to begin bargaining within thirty (30) calendar days of receipt of the request to bargain. A valid request to bargain must include at least three (3) available dates and times to meet. If the union makes a request for information at the same time as the request to bargain, the thirty (30)

calendar days will not begin until the information request has been fulfilled. Information requests made after the request to bargain will not delay the scheduling of discussion and/or negotiations. In the event the Union does not request negotiations within sixty (60) calendar days, the Employer may implement the changes without further negotiations. There may be emergency conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer shall notify the Union as soon as possible.

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

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

40.2 Release Time

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

Article 41 – New Employee Orientation

41.1 The Employer shall provide new employee orientation to employees in the bargaining units. The purpose of the orientation program shall be to familiarize new employees with the hospital's philosophy, policies and procedures, together with nursing functions and responsibilities as defined in the appropriate class specification. Such orientation program shall include both classroom training and supervised clinical experience.

41.2 A Union representative shall be allowed up to thirty (30) minutes with employees during the new employee orientation. Such release time will be subject to the operational needs of the department and does not count as time worked for the purpose of calculating overtime. The Employer will advise and encourage new employees to attend the paid SEIU 1199NW Union orientation, which is part of the Employer's New Employee Orientation program (NEO). The Employer will schedule the SEIU 1199NW Union orientation in the same location and at a time within or immediately adjacent to the Employer's orientation program. The Employer will provide clear signage and direction of the location of the SEIU 1199NW Union portion of NEO. The Union portion of NEO will be shown on the New Employee Orientation agenda given to all new employees. Employer representatives shall not be present during the Union presentation.

41.3 By the end of the week prior to each new employee orientation, the Employer shall provide the Union with a list of all employees scheduled for the orientation. This list shall include the

employee's ID number, last name, first name, middle initial, campus/location, position cost center description, position start date, job code, job title, starting line, NEO webinar date, union orientation date, UW NetID, primary home phone number, and primary home email if available of each new employee attending the orientation.

41.4 If the University conducts orientation on-line, the Union will be permitted to display a reasonable amount of information as part of the program.

41.5 For employees hired into the bargaining unit who do not attend the orientation described in 41.1 above, within ninety (90) days of the employee's start date, the Employer will provide the Union access to the employee during the employee's regular work hours to present information about the Union. This access will be provided at the employee's regular worksite, or at a location mutually agreed to by the Employer and the Union and will be for no less than thirty (30) minutes.

Article 42 – Union Activities

42.1 Union Representatives. 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.

42.2 Union Delegates. 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.

- A. 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.
- B. Union delegates will be granted reasonable time during their normal working hours to investigate and process grievances in accordance with Article 6, Grievance Procedure. In addition, union delegates will be released during their normal working hours to attend meetings scheduled by management within the delegates/officer's office or facility for the following representational activities:
 - 1. Grievance meetings, including attempts at informal resolution, in accordance with Article 6, Grievance Procedure.
 - 2. Investigatory interviews (in potential disciplinary matters), in accordance with Article 36 Corrective Action.

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

42.3 Use of State Facilities, Resources and Equipment.

- A. Meeting Space and 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.
- B. E-mail, Fax Machines, the Internet, and Intranets. Union delegates, and members may utilize state owned/operated equipment to communicate with the Union and/or the Employer only for the exclusive purpose of administration of this Agreement. Such use will:
 - 1. Result in little or no cost to the Employer;
 - 2. Be brief in duration and frequency;
 - 3. Not interfere with the performance of their official duties;
 - 4. Not distract from the conduct of state business;
 - 5. Not disrupt other state employees and will not obligate other employees to make a personal use of state resources; and
 - 6. Not compromise the security or integrity of state information or software.

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

42.4 Bulletin Boards. 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.

42.5 Time Off for Union Activities

- A. Conventions and Conferences Union-designated employees may be allowed time off without pay to attend union-sponsored conventions or conferences. Approval for the time off must be granted in advance of the absence and in accordance with the Employer's leave policies. Approval will not be granted if the absence interferes with the Employer's ability to provide coverage during the requested time off or the operating needs of the agency cannot be met.
 - 1. Employees may use accumulated compensatory time, holiday credit, or vacation time off instead of unpaid time off for A above. However, employees must use compensatory time and holiday credit prior to their use of vacation time off, unless the use would result in the loss of their vacation time off.

2. The Union will make a good faith effort to provide the Employer a written list of the names of the employees it is requesting attend the above-listed activities, at least fourteen (14) calendar days prior to the activity.
- B. Temporary Employment with the Union
1. With thirty (30) calendar days' notice, unless agreed otherwise, employees may be granted leave without pay to accept temporary employment with the Union of a specified duration, not to exceed twelve (12) weeks, provided the employee's time off will not interfere with the operating needs of the agency. The parties may agree to an extension of leave without pay up to an additional twelve (12) weeks. For leaves of up to twelve (12) weeks duration, the employee will be returned to their same position. For leaves of more than twelve (12) weeks duration, the returning employee will be employed in a position in the same job classification and the same geographical area, as determined by the Employer.
 2. Employees on a leave of absence will be placed on a Monday through Friday work schedule (pro-rated to their FTE) on their permanent shift. For example a fifty percent (50%) employee would be scheduled four (4) per day Monday through Friday. When an employee is in unpaid status for more than eighty (80) hours in a month (pro-rated for their FTE) their increment date will be adjusted by one (1) month and they will not accrue sick leave or vacation leave.

42.6 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. Six (6) delegates.
- C. PA-ARNP Bargaining Unit. Four (4) delegates.
- D. Social Worker Bargaining Unit. Five (5) delegates.
- E. Respiratory Therapist/Anesthesiology Technician /Electroneurodiagnostic Technologist Unit. Five (5) delegates.
- F. Pharmacy Technicians Bargaining Unit. Four (4) delegates total.
- G. Imaging Technologist Supervisors Bargaining Unit. One (1) delegate.

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

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

42.8 Information Requests

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

Article 43 – RN Extended Leave

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

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

Article 44 – Classifications and Reclassifications

44.1 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.

44.2

- 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 progression start 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 44.5 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.

44.3 Reclassification 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.

44.4 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 1st or the 16th of the month which precedes 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 44.5.

44.5 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.

44.6 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.

44.7 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 45 – Wages and Other Pay Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Substitute Lead Pay. Employees in the Professional/Technical and RT/AT/END 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.

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

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

Call Back. 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, the employee shall receive pay for time actually worked. Time worked shall be compensated at time and one-half (1-1/2) 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. An employee on standby status called to return to the work-station does not qualify for call back pay.

45.8 Temporary Assignment in 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 9.2, the employee shall be paid a temporary salary increase (TSI) of at least five percent (5%) increase over the present salary but not to exceed the maximum of the range for the higher classification. Such increase shall be effective the first day of the assignment when approved. Such assignments must be by mutual agreement.

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

- A. Modality Pay 1 – For staff actively participating in a new training program for a new modality.
- B. Modality Pay 2 – For staff assigned to conduct examinations/studies in a modality other than that described in the current classification of the position. For two modalities where the employee is scheduled for at least forty percent (40%) in the second modality, the premium pay will be for all hours worked. Where the employee is scheduled for less than forty percent (40%) in the second modality, the premium will apply for all hours worked in a shift.
- C. Modality Pay 3 – for staff assigned as a preceptor to other staff.

45.10 Float Pay.

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

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

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

45.12 SALARY SCHEDULES AND PREMIUMS.

- A. Effective July 1, 2023, each classification represented by the Union will continue to be assigned to the same Pay Table and Salary Range as it was assigned on June 30, 2023. Effective July 1, 2023, each employee will continue to be assigned to the same Salary Range and Step that they were assigned on June 30, 2023 unless otherwise agreed. Employees who are paid above the maximum for their range on June 30, 2023 will continue to be paid above the maximum range on July 1, 2023 unless otherwise agreed.
- B. Effective July 1, 2023, all Salary Ranges described in Section A will be increased by four percent (4%). This increase will be based upon the salary schedule in effect on June 30, 2023.
- C. Effective July 1, 2024, all Salary Ranges described in Section A will be increased by three percent (3%). This increase will be based upon the salary schedule in effect on June 30, 2024.
- D. Employees who are paid above the maximum for their range on the effective date of the increase described in B and C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.
- E. Effective with the increases listed in B and C above, the values on Pay Table BR, Range 03 will be increased to reflect eight percent (8%) above Table BR, Range 02 at each step of the wage scale. The eight percent (8%) difference will be maintained throughout the life of this agreement.

PREMIUMS

HMC Registered Nurse Bargaining Unit/ALNW Bargaining Unit

Evening shift differential	\$2.50
Night shift differential	\$4.50
Standby Pay	\$7.00
Weekend	\$4.00
Preceptor	\$1.50
Certification	\$1.25
Temporary Float premium (Does not apply to ALNW unit)	\$3.75
ECMO (Extracorporeal Membrane Oxygenation)	\$4.00
Charge	\$2.50
BSN	\$1.00

Social Worker/Dietitian/SLP Bargaining Units

Evening shift differential		\$2.00
Night shift differential		\$2.75
Standby pay		\$7.00
Weekend		\$2.50
Dietitian/SLP		
	Certification	\$1.25
Dietitian		
	Preceptor	\$1.50
Social Worker		
	License Pay	\$1.50
	Preceptor	\$1.50
	Weekend Coordinator	\$1.50

PA-ARNP Bargaining Unit

Evening shift differential	\$2.50
Night shift differential	\$4.50
Standby Pay	\$7.00
Weekend	\$4.00
Certification	\$1.25
Preceptor	\$1.50

Professional/Technical Bargaining Unit

Evening shift differential	\$2.00
Night shift differential	\$2.75
Standby Pay	\$7.00
Weekend	\$2.50
Certification	\$1.25
Substitute lead	\$2.00
Modality Pay 1	\$1.25
Modality Pay 2	\$1.50
Modality Pay 3	\$1.75

Imaging Technologist Supervisor Bargaining Unit

Evening shift differential	\$2.00
Night shift differential	\$2.75

Standby Pay	\$7.00
Weekend	\$2.50
Certification	\$1.25
Substitute lead	\$2.00
Modality Pay 1	\$1.25
Modality Pay 2	\$1.50
Modality Pay 3	\$1.75

Respiratory Care / Anesthesiology Technician / Electroneurodiagnostic Technologist Bargaining Unit

Evening shift differential	\$2.00
Night shift differential	\$2.75
Standby Pay	\$7.00
Weekend	\$2.50
Substitute lead	\$2.00
Certification pay	\$1.25
Preceptor	\$1.50

Respiratory Care Practitioner, Respiratory Care Lead, and Respiratory Care Specialist

ECMO (Extracorporeal Membrane Oxygenation)	\$4.00
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Pharmacy Technician Bargaining Unit

Standby Pay	\$7.00
Evening shift differential	\$2.00
Night shift differential	\$2.75
Weekend	\$2.50

45.13 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 their 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.

45.14 Preceptor. A Registered Nurse 2, PA-ARNP, Social Worker, Dietitian, END Technologist, Respiratory Care Practitioner or Anesthesia Technician 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 employees as appropriate 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 preceptor is eligible to receive preceptor premium pay when actually engaged in preceptor role responsibilities with/on behalf of the orienting employees.

An employee 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.

A preceptor may be assigned to a student when it is determined by the Employer that the employee has completed the required preceptor training or has agreed to and been appointed a preceptor. The employee is specifically responsible for planning, organizing, and evaluating the new skill development of the student as appropriately enrolled in a defined 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 student.

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

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/Diagnostic Medical Sonographers. Imaging Technologists/Diagnostic Medical 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. A Respiratory Care/Lead/Specialist certified in their specialty area by a national organization and working in that area of certification shall be paid a premium provided the certification has been approved by the Respiratory Care Manager or designee. A Respiratory Care Practitioner/Lead/Specialist 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 who were both hired and receiving certification pay prior to July 1, 2017, for being registered as a Registered Respiratory Therapist (RRT) by the National Board for Respiratory Therapy will continue to receive certification pay. However, they will not be eligible for any additional certification premium.

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.

Electroneurodiagnostic Technologists. Electroneurodiagnostic Technologists 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 appropriate divisional Administrative Director, 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.

The Imaging Technologist Supervisors and Imaging Technologist Education QA. The Imaging Technologist Supervisors and Imaging Technologist Education QAs who obtain and maintain their registration through the American Registry of Radiologic Technologists (ARRT) in more than one (1) modality will be paid one dollar (\$1.00) per hour premium for all hours in paid status.

- A. Employees will be eligible for the premium if:
 - 1. The certification has been presented to and approved by management;
 - 2. The employee continues to meet all educational and other requirements to keep the certification current and in good standing;

3. The employee is working or supervising in the area of certification.

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

- B. An employee is eligible for only one certification premium regardless of other certifications the employee may have.
- C. Employees will notify their Appointing Authority or designee if their certification has expired, or has been restricted, revoked or suspended within twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to their next scheduled shift, whichever occurs first.

PA-ARNPs. Advanced Registered Nurse Practitioners and Physician Assistants, 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 Administrative, or designee. The certification must be renewable with ongoing continuing education in the specialty area. The employee is only eligible to receive certification pay if their certification is germane to their current clinical area of practice. This determination is the role of the Administrator or designee.

A certified employee is eligible for only one (1) certification premium regardless of other certifications the employee may have. At least one (1) year of work experience as a PA-ARNP is required prior to eligibility. Certified employees will notify their respective Supervisor/Manager in writing as well as nurse recruiting 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. The employer reserves the right to determine if the certifying body is in good standing for the purpose of certification pay.

45.16 Bachelor of Science in Nursing (BSN). The BSN Premium pay will be effective the first full pay period after the date that a primary source documentation is received and approved by the Supervisor/Manager.

Article 46 – Privacy

46.1 Personnel, medical records, and other employment related files containing personal employee information, will be kept confidential in accordance with state and federal law and University policy.

46.2 The Employer will make a reasonable attempt to notify affected current employees when a public disclosure request, in which they are named, is received for information from their personnel file. The Employer will copy the Union on the notification to the employee. This notification does not apply to any public disclosure request from the employee, a request from the Union, one that includes a release signed by the employee, or a request for information otherwise available to the public.

Article 47 – Airlift Northwest

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

47.1 Airlift Northwest Registered Nurse Bargaining Unit

Job Code	Job Profile
18908	Flight Nurse (E S SEIU 1199NW ALNW)
22874	Flight Nurse (NE H NI SEIU 1199NW ALNW)
17883	Flight Nurse (NE S SEIU 1199NW ALNW)
18909	Flight Nurse, Senior (E S SEIU 1199NW ALNW)
22875	Flight Nurse, Senior (NE H NI SEIU1199 NW ALNW)
21761	Flight Nurse, Senior (NE S SEIU 1199NW ALNW)
XXXXX	Flight Paramedic

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

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

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

47.5 Probationary Period/Trial Service Period.

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

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

Trial Service Period.

- A. An employee with permanent status who accepts a position in a job classification for which they have not previously attained permanent status will serve a six (6) month trial service period.
 1. Any employee serving a trial service period may have their trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.

2. An employee serving a trial service period may voluntarily revert to their former permanent position within six (6) weeks of the appointment, provided that the position has not been filled or an offer has not been made to an applicant. After six (6) weeks employees may revert to their former position with Employer approval.
 3. In the event the former position has been filled with a permanent employee, the employee will be placed on the rehire list.
 4. The reversion of employees who are unsuccessful during their trial service period is not subject to the grievance procedure in Article 6.
- B. An employee who voluntarily moves from one position in the bargaining unit to another within the same job classification (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 their 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.

47.6 Elective Educational and Professional Leave. Request for educational and professional leave shall be submitted in writing on the appropriate form to the immediate supervisor with at least fourteen (14) days' notice and shall be responded to in writing, including the reason for any denial, within fourteen (14) days of the receipt of the request.

Such leave shall be subject to budgetary considerations, the scheduling requirements of the Employer, and approval by the Chief Flight Nurse, Director of Operations, 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 ALNW;
- 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.

ALNW registered nurses will be granted a minimum of forty (40) hours of educational/professional leave per fiscal year. The Employer may grant up to eighty (80) hours of leave per year. Both are pro-rated for FTE.

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

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

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

47.8 Equipment. The following equipment will be provided by Airlift Northwest:

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

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

Helmet – Airlift Northwest will provide a helmet.

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

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

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

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

47.9 Mileage and Per Diem. The Employer will provide mileage and meal reimbursement in accordance with University and ALNW Policy.

47.10 ALNW Safety Committee. The Airlift Northwest Safety Committee will strive to create the safest work environment possible. The Airlift Northwest Safety Committee will review and make recommendations regarding all aspects of safety that may impact employees and patients including, but not limited to, safety-related policies and equipment. The Airlift Northwest Safety Committee may also oversee the impact of any modifications to safety-related policies and/or equipment. The Safety Committee shall include a time frame for response from Airlift Northwest management when issuing recommendations regarding safety-related policies or equipment. Normally, responses will be made at a future Safety Committee meeting.

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

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

- B. Committee paid time: Safety Committee meetings are open to all employees. For nurses appointed to the Airlift Northwest Safety Committee attendance at committee meetings and performing work assigned to them by the committee (e.g. policy review; equipment review) will be considered work time and paid appropriately. Employees who attend Safety Committee meetings who are not members of the committee will be considered in pay status only if the meeting overlaps with their regular schedule and if attendance does not impede their ability to perform their normal duties.
- C. EE Education/Awareness: At the time of the new employee orientation all new employees will be given information regarding the Safety Committees, including but not limited to, the committee's mission, meeting time and location, members and location of agendas and minutes.
- D. Accountability: The employer will make a good faith effort to accommodate off-site employees by video or tele-conferencing.
Any employee may submit safety suggestions to the Safety Committee for review and recommendation. Submissions may also be brought directly to the committee by committee members. The Safety Committee will maintain an on-going tracking and charting system for all safety concerns which shall include a summary of each safety concern brought to the committee, any action plan developed to address the concern and any resolution, if any, that is reached.
The date, time, location and agenda of each Safety Committee meeting will be posted to all employees at least two weeks ahead of each meeting.
- E. Communication: All Safety Committee minutes will be posted electronically and stored on an internal drive that employees can access.
The Safety Committee is charged with maintaining an on-going tracking and charting system for all safety concerns. This chart will include, but is not limited to:
 - 1. An outline of each concern brought to the Safety Committee or being addressed by the Safety Committee.
 - 2. The action plan to address the concern or issue.
 - 3. The evidence of resolution as it is reached.

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

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

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

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

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

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

47.12 Stuck out of Town. When employees are stuck out of town on their duty off time past their scheduled shift, they will receive pay, at an overtime rate, for all hours (hour for hour) until they return to their home base. This includes time to complete all aspects of the mission including but not limited to charting.

47.13 Official Duty Station. Each bargaining unit employee will be assigned an official duty station.

- A. The Joint Labor Management Committee may review how the schedule is working.
- B. Training more than one hundred (100) miles from base will be allowed lodging and food per diem, unless trainings are on consecutive days, in which case nurses more than eighty (80) miles will receive lodging and food per diem. Juneau nurses will in addition receive airfare and car rental.

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

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

47.15 Nurse Replacement. If a flight RN calls in sick the shift will first be offered as extra straight time to other flight RNs at the base. If not filled, the shift will be offered as extra straight time to other flight RNs at other bases.

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

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

47.16 Hours of Work and Overtime.

- A. **Work Day.** The length of the workday may vary depending on the base and/or aircraft. The Employer and the Union will make a good faith to discuss changes to the scheduled length of a workday at a given base and/or aircraft at a JLM. Except in emergent medical situations, the employer will make a good faith effort to end duty shifts on time in an effort to minimize mandatory overtime.
- B. **Overtime.** Both the Employer and the Union concur that overtime shall be minimized. Overtime at time and one half (1 ½) shall be paid for hours worked beyond an employee's regularly scheduled shift in one day, or for hours worked beyond the full-time work schedule in accordance with the definition of the work period for a full-time classified employee in Article 47.2. Overtime at the rate of double time (2x) will be paid for continuous hours worked beyond twelve (12) for a twelve (12) hour scheduled shift and for continuous hours worked beyond twenty four (24) hours when the flight nurse is in flight status. This includes time to complete all aspects of the mission including but not limited to charting. Sick leave paid for will not count toward the calculation of overtime. The straight time hourly rate of pay used for the calculation of overtime shall include all differentials and premiums that are considered part of the employee's regular rate of pay. Under the KRONOS system, overtime will be triggered and compensated to the nearest minute beyond a seven (7) minute grace period before/after a scheduled shift. As an option to wage payment above, an employee may request to accrue compensatory time on the basis of one and one-half (1 ½) the amount of overtime worked, or double time for registered nurses as appropriate. The Employer will allow the accrual of up to forty (40) hours of compensatory time calculated on a rolling basis. The Employer will consider special circumstances when deciding whether or not to grant the accrual of compensatory time in excess of forty (40) hours (e.g. advanced knowledge that an employee will be taking a long-term leave in the near future and the accrued time would be used to cover for all or part of that leave). This is not intended to upset any formal department policies regarding the accrual and use of compensatory time that exceed this unless there is agreement to do so. Accrued compensatory time will be scheduled off in a manner similar to the scheduling of vacation days requested off. Sick call coverage at designated bases will be offered based upon desired crew skill mix, to the official duty station nurses first then if they remain uncovered will be offered to other duty station nurses for coverage.
- C. **Compensatory Time Cash Out:**
If compensation is paid to an employee for accrued compensatory time, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment. All compensatory time must be used by June 30th of each year. The employee's compensatory time balance will be cashed out every June 30th or when the employee leaves University employment for any reason. The employee's compensatory time balance may be cashed out when the employee:
1. Transfers to a position in their department with different funding sources or,
 2. Transfers to a position in another department.

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

- **Work Schedule.** The Employer shall plan and post the work schedule. The work schedule will be posted at least two weeks prior to the beginning of the schedule. Schedule requests should be submitted at least four 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.

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

- **Weekends.** Weekend scheduling will be done in accordance with current practice. Weekend premium will be based on a majority of hours worked over the weekend period (e.g. – a nurse who works a twenty-four (24) hour shift beginning at 7:00am on Friday will receive no weekend premium. A nurse who works a twenty-four (24) hour shift beginning at 7:00am on Saturday or Sunday morning will receive weekend premium for twenty-four (24) hours).
- **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 entire scheduled shift all hours worked prior to the scheduled shift shall be paid at the appropriate overtime rate.

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

47.18 Sick Leave Usage for Travel. Nurses may use sick leave to account for travel time for medical appointments/procedures that require the nurse to leave the nurse's home area. To use sick leave the travel time must overlap with the nurse's regularly scheduled work. Nurses will make a good faith effort not to schedule medical appointments/procedures after the work schedule has been posted.

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

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 base.

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.

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

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.

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

47.22 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.

47.23 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.

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

Committee Work. All time spent by employees on Employer established committees and committees mentioned in this contract (including side letters) shall be considered paid release time (provided the employee is scheduled to work during the time of the committee meeting) and shall be paid at the regular rate of pay. Those employees for whom part of their FTE is dedicated to committee work, and who serve as a chair on the Clinical Practice and Quality

Committee or the Safety Committee, will receive a premium of \$2.50 per hour for that portion of their FTE dedicated to committee work.

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

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

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

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

Senior Flight Nurses and Flight Nurses certified in a specialty area by a national organization shall be paid a premium provided the particular certification has been approved by the appropriate Employer designee. A flight nurse with a qualifying certification will be eligible for certification premium pay for all hours paid and will continue to receive the premium provided that the flight nurse continues to meet all educational and other requirements to keep the certification current and in good standing. A flight nurse with a qualifying certification is eligible for only one certification premium regardless of other certifications the flight nurse may have. A flight nurse with a qualifying certification 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.

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

47.29 Premiums.

Evening shift differential	\$2.50
Night shift differential	\$4.00
Standby Pay	\$7.00
Weekend	\$4.00
Preceptor	\$1.50
Certification	\$1.00

Effective July 1, 2020:

Certification	\$1.25
BSN	\$1.00

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

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

- Article 41: New Employee Orientation
- Article 42: Union Activities (except Article 42.6 and 42.7)
- Article 44: Classification and Reclassification
- Article 45: Wages and Other Pay Provisions (45.3 Periodic Increments/Salary Step Increments Only)

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

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

47.32 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:

- A. Positions of a lower FTE status in the classification from which the employee was laid off;
- B. 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.

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

47.33 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.

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

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

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

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

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

47.36 Day Basing. Airlift Northwest will notify the union and employees as soon as possible in regards to day basing and will make every best faith effort to provide provisions within reason to include a rest area, kitchen, and restroom, but will not guarantee this to be an Airlift Northwest-specific space. Airlift Northwest will make every effort to give staff sixty (60) days' notice.

Article 48 – Washington Family Medical Leave Program

48.1 Washington Family Medical Leave Program effective January 1, 2020. The parties recognize that the Washington State Family and Medical Leave Program (RCW 50A.04) is in effect beginning January 1, 2020 and eligibility for and approval of leave for purposes as described under that Program shall be in accordance with RCW 50A.04. In the event that the legislature amends all or part of RCW 50A.04, those amendments are considered by the parties to be incorporated herein. In the event that the legislature repeals all or part of RCW 50A.04,

those provisions that are repealed are considered by the parties to be expired and no longer in effect upon the effective date of their repeal.

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

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

Article 49 – Salary Overpayment Recovery

- I. When an Employer has determined that an employee has been overpaid wages, the Employer may recoup the overpayment. The Employer will provide written notice to the employee that will include the following items:
 1. The amount of the overpayment,
 2. The basis for the claim,
 3. A demand for payment, and
 4. The rights of the employee under the terms of this Agreement.

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

- II. Method of Payback
 1. The employee must choose one (1) of the following options for paying back the overpayment:
 1. Voluntary wage deduction
 2. Cash, or
 3. Check (separated employee).
 4. Vacation (if under 240 hours only) or Compensatory time balances
 2. The employee may propose a payment schedule to repay the overpayment to the Employer. If the employee's proposal is accepted by the Employer, the deductions shall continue until the overpayment is fully recouped. Nothing in the section prevents the Employer and employee from agreeing to a different overpayment amount than specified in the overpayment notice or to a method other than a deduction from wages for repayment of the overpayment amount.
 3. If the employee fails to choose one (1) of the four (4) options described above, within thirty (30) days of written notice of overpayment, the Employer will deduct the overpayment owed from the employee's wages or the amount due may be placed with a collection agency. This overpayment recovery will not be more than five percent (5%) of the employee's disposable earnings in a pay period. Disposable earnings will be calculated in accordance with the Attorney General of Washington's guidelines for Wage Assignments.
 4. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.

- III. Neither A nor B above are required for employee reported overpayments and/or employee corrected time including leave submittal corrections. All employee initiated overpayment corrections may be collected from the next available pay check.
- IV. Appeal Rights: Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 6 of this Agreement. The Employer will suspend attempts to collect an alleged overpayment until the grievance process has concluded.

Appendix I – Job Classifications

Salaried Job Code	NI Hourly Job Code	Job Classification	Pay Table	Salary Range
HMC Registered Nurse Bargaining Unit				
18903 17882 (NE)	22872	Registered Nurse 2 (E S SEIU 1199NW HMC RN)	BR	02
18904 21793 (NE)	22873	Registered Nurse 3 (E S SEIU 1199NW HMC RN)	BR	03
Professional/Technical Bargaining Unit				
18927	23078	Cardiac Sonographer 1 (NE S SEIU 1199NW HMC P/T)	BE	59
18928	23079	Cardiac Sonographer 2 (NE S SEIU 1199NW HMC P/T)	BE	62
18930	23080	Cardiac Sonographer Lead (NE S SEIU 1199NW HMC P/T)	BE	70
18913	23068	Diagnostic Medical Sonographer (NE S SEIU 1199NW HMC P/T)	BE	62
18914	23069	Diagnostic Medical Sonographer Lead (NE S SEIU 1199NW HMC P/T)	BE	73
18915	23070	Diagnostic Medical Sonographer Spec (NE S SEIU 1199NW HMC P/T)	BE	65
18921	20372	Imaging Technologist (NE S SEIU 1199NW HMC P/T)	BE	42
18923	23074	Imaging Technologist-Angiography (NE S SEIU 1199NW HMC P/T)	BE	60
18922	23073	Imaging Technologist-Comp Tomo (NE S SEIU 1199NW HMC P/T)	BE	51
18925	23076	Imaging Technologist-Lead (NE S SEIU 1199NW HMC P/T)	BE	70
18924	23075	Imaging Technologist-Mag Res Imaging (NE S SEIU 1199NW HMC P/T)	BE	63
18926	23077	Imaging Technologist-Mammo (NE S SEIU 1199NW HMC P/T)	BE	51
18919	23071	Imaging Technologist Trainee (NE S SEIU 1199NW HMC P/T)	BE	18

Salaried Job Code	NI Hourly Job Code	Job Classification	Pay Table	Salary Range
18938	23196	Imaging Tech-Education Quality Assurance (NE S SEIU 1199NW HMC P/T)	BE	74
18912	23067	Nuclear Medicine P.E.T. Technologist (NE S SEIU 1199NW HMC P/T)	BE	80
18917	23197	Nuclear Medicine Technologist 1 (NE S SEIU 1199NW HMC P/T)	BE	62
18918	23198	Nuclear Medicine Technologist 2 (NE S SEIU 1199NW HMC P/T)	BE	69
18916	23199	Nuclear Medicine Technologist Lead (NE S SEIU 1199NW HMC P/T)	BE	82
18931	23081	Vascular Sonographer (NE S SEIU 1199NW HMC P/T)	BE	62
18932	23082	Vascular Sonographer Lead (NE S SEIU 1199NW HMC P/T)	BE	70
Social Worker and Dietitian Bargaining Unit				
18945 18940 (NE)	23209	Dietitian 1 (E S SEIU 1199NW HMC SW/Dietitian)	BC	42
18946 18941 (NE)	23210	Dietitian 2 (E S SEIU 1199NW HMC SW/Dietitian)	BC	52
18961 21914 (NE)	23213	Speech-Language Pathologist 1 (E S SEIU 1199NW HMC SW/Dietitian/SLP)	BC	57
18962 21915 (NE)	23214	Speech-Language Pathologist 2 (E S SEIU 1199NW HMC SW/Dietitian/SLP)	BC	59
18963 21916 (NE)	23215	Speech-Language Pathologist 3 (E S SEIU 1199NW HMC SW/Dietitian/SLP)	BC	63
18942	23211	Social Work Assistant 2 (NE S SEIU 1199NW HMC SW/Dietitian)	BC	32
18944 17885 (NE)	23212	Social Worker (E S SEIU 1199NW HMC SW/Dietitian)	BC	58
Physician Assistant-Advanced RN Practitioner Bargaining Unit				
18935 21792 (NE)	23191	Physician Asst-Adv Rn Pract (E S SEIU 1199NW HMC PA-ARNP)	BQ	14
18936 23313 (NE)	23192	Physician Asst-Adv Rn Pract Lead (E S SEIU 1199NW HMC PA-ARNP)	BQ	24
Respiratory Therapist/Anesthesia Technician/Electroneurodiagnostic Technologist Bargainin Unit				
18960	23200	Anesthesiology Technician 2 (NE S SEIU 1199NW HMC Resp/Anesth/END)	BS	35
18959	23201	Anesthesiology Technician Lead (NE S SEIU 1199NW HMC Resp/Anesth/END)	BS	42

Salaried Job Code	NI Hourly Job Code	Job Classification	Pay Table	Salary Range
18950	23202	Electroneurodiagnostic Technologist 1 (NE S SEIU 1199NW HMC)	BS	47
18951	23203	Electroneurodiagnostic Technologist 2 (NE S SEIU 1199NW HMC)	BS	57
18952	23204	Electroneurodiagnostic Technologist 3 (NE S SEIU 1199NW HMC)	BS	64
18956	23205	Respiratory Care Associate (NE S SEIU 1199NW HMC Resp/Anesth/END)	BS	37
18958	23206	Respiratory Care Lead (NE S SEIU 1199NW HMC Resp/Anesth/END)	BS	70
18957	23207	Respiratory Care Practitioner (NE S SEIU 1199NW HMC Resp/Anesth/END)	BS	61
18955	23208	Respiratory Care Specialist (NE S SEIU 1199NW HMC Resp/Anesth/END)	BS	81
Imaging Technologist Supervisor Bargaining Unit				
18939 21770 (NE)	23190	Imaging Technologist-Supervisor (E S SEIU 1199NW HMC Imaging Tech Supv)	BE	87
Pharmacy Technician Bargaining Unit				
18947	23193	Pharmacy Technician 1 (NE S SEIU 1199NW HMC Pharm Tech)	BC	17
18948	23194	Pharmacy Technician 2 (NE S SEIU 1199NW HMC Pharm Tech)	BC	22
18949	23195	Pharmacy Technician Lead (NE S SEIU 1199NW HMC Pharm Tech)	BC	27
Airlift Northwest Bargaining Unit				
18908 17883 (NE)	22874	Flight Nurse (E S SEIU 1199NW ALNW)	BR	02
18909 21761 (NE)	22875	Flight Nurse, Senior (E S SEIU 1199NW ALNW)	BR	03

Appendix II-VI – Payscale Tables

- [Payscale BC](#)
- [Payscale BE](#)
- [Payscale BQ](#)
- [Payscale BR](#)
- [Payscale BS](#)

Appendix VII – Layoff Units

Professional/Technical Unit

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

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

Imaging Technologist Supervisor

1. Imaging Technologist Supervisor

Pharmacy Technician

1. All Pharmacy Technicians

Dietitians

1. All Dietitians

Social Work

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

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

Speech Language Pathologists

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

Respiratory Therapy

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

Respiratory Care

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

Anesthesiology Technicians

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

Electroneurodiagnostic Technologists

PA-ARNPs

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

Registered Nurses

1. Critical Care, critical care float pool, PACU, STAT, Endoscopy, Ambulatory (APA) and Diagnostic Procedural Areas (Radiology)
2. Acute care, acute care float pool, ambulatory surgery, rehab, Continuity of Care Nurses, Vascular Access Nurses
3. ED services
4. OR
5. Psych, Psychiatric Emergency Services (PES), Behavioral Health
6. Clinic nurses, clinic float pool, Community CareLine
7. Utilization Review, Clinical Decision Specialists and Quality Assurance, Trauma Registry Nurses
8. Float pool – among themselves and within layoff units 1, 2 or 6 above depending upon float pool in which the nurse works
9. 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

ALNW Bargaining Unit – Airlift Northwest-wide.

Appendix VIII – PA-ARNP New Hire Wages

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

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

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

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

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

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

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

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

- Military (medic, corpsman, pararescuemen, etc.) All positions typically would receive one step for every two years of experience.
- Emergency medicine (EMT, paramedic, emergency department technician, etc.) One (1) step for every two (2) years of experience for paramedics. Emergency Medical Technician (EMT) experience, depending on scope of work as outlined in the resume may be given credit typically up to one (1) step for every four (4) years of experience.
- Nursing (registered nurse, license practical nurse, certified nursing assistant, etc.) LPN experience is credited at two years to one year on the RN scale and is added to the calculation of RN experience. Once placed on the RN scale, their experience is aligned to the steps on the PA-ARNP scale and all relevant PA-ARNP experience is then added on the PA-ARNP scale.
- Certified Medical Assistant – Under very limited circumstances, the MA may receive credit for time worked, partial credit may be granted at a ratio of four (4) years of experience for one step.
- Community health aid/practitioner (CHA/CHP): A certified CHA would be granted credit at a rate less than one year for every two (2) years of experience.
- Mental health practitioner: experience may be granted at a rate of less than one (1) year for every two (2) years worked as an MHP.
- International medical graduates: Credit at a rate greater than one (1) step for every two (2) years, depending on the experience and location of the candidate's work in the practicing country.
- Laboratory/medical technician: under certain circumstances could receive partial credit for time worked, depending on the credential and work history.
- Radiology technologist, Respiratory therapist, CT, Nuclear Med, or Ultrasound:
- Clinical research: depending on the candidate's role in clinical research, credit may or may not be given.

- Chiropractor: research into the position and provider's education would occur prior to setting a salary.

Nursing Recruitment's goal when setting a new hire's salary is to fairly compensate the candidate for applicable past experience while also balancing the equity of all the healthcare specialists already employed. If there are any questions on a resume regarding experience, the nurse recruiter follows up with the candidate. It is the candidate's responsibility to ensure their submitted resume is complete and comprehensive; if experience is omitted, it cannot be counted.

MOU: 4WH Break Relief Program

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following:

- I. No later than February 1, 2022, the Employer will implement a break relief program on 4WH. The Employer will assign at least the equivalent of 2.8 FTEs of dedicated break relief Registered Nurses (RNs) in addition to the number of RNs at the time of the agreement.
- II. Relief break RNs will be scheduled to provide break relief and will not regularly be assigned their own patients.
- III. The MOU will expire June 30, 2025.

MOU: Airlift Northwest Certification Pay

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

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

MOU: Airlift Northwest Flight Paramedic

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following regarding Flight Paramedics and Compensation at Airlift Northwest:

- I. The Employer will not utilize the Flight Paramedic classification before June 30, 2025.
- II. The Employer will place the Flight Paramedic classification on a pay range that is less than Pay Table BS, Pay Range 50.

This MOU expires June 30, 2025.

MOU: Airlift Northwest Reassignment

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

MOU: Commitment to Staff Consistent with Approved Plans

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

MOU: Critical Recruitment and Retention Wage Increases

The parties agreed to recruitment and retention wage increases for the job profiles listed on Attachment A.

1. Regular employees will be placed on their current step on the new range. Progression Start Date (PSDs) will not be impacted by these increases.
2. Nonpermanent Intermittent employees will be placed on their current step on the new range. PSDs will not be impacted by these increases.
3. If applicable, temporary hourly employees who are currently paid on steps will be placed on their current step on the new range. If applicable, temporary hourly employees who are not currently paid on steps will receive an increase if their current hourly rate falls below the new range minimum.
4. If agreement is reached by August 16, 2022, the effective date will be August 1, 2022. If agreement is reached later than August 16, 2022, the effective date will be the first available pay period after agreement is reached as determined by the employer.
5. Increases may take up to 90 days to implement but retro pay back to the effective date will be provided.

MOU: De-escalation and Code Grey Trainings

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

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

MOU: Early Recruitment and Retention Wage Increases

During negotiations for the 2023-2025 successor agreement, the parties agreed to the following recruitment and retention wage increases for health care classifications:

1. Effective beginning of the pay period following 90-days after ratification all job profiles assigned to pay tables BC, BE, BQ, BR, and BS will receive a four percent (4%) increase. This increase will be based upon the salary schedule in effect on October 1, 2022.
2. July 1, 2023, all job profiles assigned to pay tables BC, BE, BQ, BR, and BS will receive a five percent (5%) increase.
3. Employees who are paid above the maximum for their range on the effective date of the increase described in 1 or 2 above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.
4. Progression start dates are not impacted by these increases.

MOU: ECMO Premium

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

Effective no more than sixty (60) days following ratification and on the first available pay period as determined by the Employer, employees designated as ECMO (Extracorporeal Membrane Oxygenation) care providers will receive the four dollar (\$4.00) per hour ECMO premium for every hour worked as an ECMO care provider.

The following classifications will be eligible for the ECMO premium: Registered Nurse 2, Registered Nurse 3, Respiratory Care Practitioner, Respiratory Care Lead, and Respiratory Care Specialist.

MOU: EDI Council Workgroup – Staff Focused

During negotiations for the 2023-2025 successor agreement, the parties agreed to the following regarding the staff focused Equity, Diversity and Inclusion (EDI) Council Workgroup at Harborview Medical Center (HMC).

The Employer is committed to continuing the work of the staff focused EDI Workgroup at Harborview Medical Center as a vital part of the EDI strategic plan focused specifically on issues impacting all front line staff.

- I. The council workgroup will attend at least one (1) all-day (8 hour) workshops every twelve (12) months. Additional training opportunities may be added with mutual agreement of the council workgroup and approval from the CEO. Workgroup participants will receive paid release time for trainings.
- II. Workgroup Support:
 - a. Facilitation: Within ninety (90) days of ratification, the workgroup and the CEO will jointly choose one (1) independent facilitator to support conversations and the work of the workgroup. The facilitator fees will be paid for by the Employer. The facilitator will attend all workgroup meetings and agenda planning meetings for six (6) months. Facilitator participation can be extended by mutual agreement of the workgroup and approval from the CEO.
 - b. Administrative support as designated by the CEO: This role will assist in sending out agendas, zoom links, and distribute and archive minutes and materials.
- III. The workgroup will be sponsored by the CEO of HMC, and will also include the following so that the interests of all front line staff are represented:
 - a. Four (4) SEIU 1199 represented staff
 - b. Four (4) unrepresented staff
 - c. One (1) HMC EDI Director
 - d. Up to two (2) UW Medicine HR representatives
 - e. The Employer will invite Four (4) SEIU 925 represented staff and Four (4) WFSE represented staff to participate on the committee.

Ad Hoc members may attend from HMC and/or UW Medicine EDI Programs.

Unfilled positions or lack of attendance will not prevent discussions or work from moving forward.

- IV. The workgroup may establish voting rules for the participating members listed in A through E above.
- V. The scope of this workgroup will primarily be as follows:
 - a. The workgroup may be utilized to discuss upcoming and ongoing hospital wide initiatives and programs.
 - b. The workgroup will provide the CEO feedback related to EDI initiatives, programs, and workplace issues.
 - c. The CEO will continue to connect the workgroup to the larger EDI strategic plan of Harborview so that the voice of the front line worker is represented.
- VI. The workgroup will meet meetings will be held monthly for one and a half (1 ½) hours. The workgroup may also schedule an additional meeting for preparation for no more than one (1) hour per month. Employees will receive paid release time for preparation meeting and/or other EDI Council Workgroup activities if applicable.

This MOU expires on June 30, 2025.

MOU: Harborview Nursing Scholarships

During negotiations for the 2021-2023 successor agreement, the parties reached agreement on the following regarding Registered Nurses at Harborview Medical Center for academic year 2022 and 2023 only to be implemented upon ratification:

In recognition of the commitment of HMC/University of Washington to the delivery of excellent patient care as well as the enhancement of employees' professional skills, the Employer will provide educational assistance to Nurses pursuing a Bachelor of Science in Nursing Degree through the University of Washington Bothell (UW Bothell). Harborview Medical Center will grant scholarships for up to eleven (11) HMC classified Nurses accepted into the UW Bothell RN-to-BSN degree program offered on-site at HMC. Scholarships granted will be up to fourteen thousand dollars (\$14,000) per Nurse for tuition.

In addition to the UW Bothell program, the Employer will provide annually a pool of up to a total of one hundred thousand (\$100,000, maximum six thousand [\$6,000] per employee) for the following:

- HMC classified Nurses to attend a program to complete their BSN, MSN, or other advanced nursing practice degrees.
- Non-nurses bargaining unit members to attend a program to complete their BSN.

In accordance with Article 12 – Scholarship Fund – Registered Nurses, HMC's Nursing Scholarship Fund Committee will be in charge of administering scholarships. The employee must have a minimum of one (1) year at HMC prior to submission of scholarship application. After completion of the program, there is an expected three (3) year commitment to Harborview Medical Center. If the employee voluntarily terminates employment prior to the end of the three (3) year commitment, the pro-rated amount of the scholarship must be repaid to Harborview Medical Center and may be deducted from the employee's pay.

All registered nurses that complete their Master in Nursing during the life of this agreement shall receive an additional salary step increase upon completion.

MOU: Intermittent, Nonpermanent, and Represented Temporary Employees

The parties have reached agreement on the following regarding Intermittent, Nonpermanent, and Represented Regular Temporary employees and appointments.

A. Transition of employees:

1. On August 1, 2022, the Employer will move all existing Represented Temporary employees to new Intermittent, Nonpermanent Fixed Duration, or Nonpermanent Hourly positions.
2. All employees placed in the new appointment types will be placed on a step within the range for the classified title that is closest too but not less than their current rate of pay.
3. Except as described in Section 4 below, the employee's company service date, progression start date, position entry date and time off service date will be set as August 1, 2022. Where applicable, there will be no change to the employee's end date.
4. For employees who are in a per diem Nurse or ARNP appointment at the time of transition, the progression start date will be based on the number of hours worked since hire or their last step increase as follows:

Min	Max	PSD
0	<156	8/1/2022

Min	Max	PSD
156	<312	7/1/2022
312	<468	6/1/2022
468	<624	5/1/2022
624	<780	4/1/2022
780	<936	3/1/2022
936	<1092	2/1/2022
1092	<1248	1/1/2021
1248	<1404	12/1/2021
1404	<1560	11/1/2021
1560	<1716	10/1/2021
1716	<1872	9/1/2021

- B. Once the employees described in Section A have been placed in Intermittent, Nonpermanent Hourly, or Nonpermanent Fixed Duration appointments, the Employer will sunset the usage of temporary appointments for classifications represented by the Union.
- C. The Employer will provide each newly accreted member with thirty (30) minutes of paid release time to meet with the Union in accordance with Articles 41.2 and 41.5.

MOU: Medical Errors

Harborview Medical Center and SEIU Healthcare 1199NW recognize that addressing medical errors is necessary to providing safe, quality patient care.

To create a safe environment of reporting errors, events need to be reviewed to determine mitigating factors with the goal of preventing another similar occurrence.

The review must be completed before a disciplinary or corrective action occurs.

MOU: Negotiations for the 2025-2027 Agreement

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following regarding negotiations for the 2025-2027 successor agreement only:

- I. The parties will exchange at least ten (10) available dates for bargaining by January 15, 2025. The parties will begin bargaining by March 30, 2025.
- II. The Employer will provide paid release time for up to fifteen (15) Union designated bargaining team members, for up to eight (8) hours per session.
- III. The Union will provide the names and hours of the designated negotiating team members on paid release time to the employer prior to the end of each bargaining session.
- IV. The Union will provide the names of all designated negotiating team members to the Office of Labor Relations at least three weeks prior to the beginning of negotiations.
- V. The employer will notify managers of the names of the members to be released for bargaining.

- VI. All employees wishing to participate in bargaining must request time off in accordance with normal leave policies. Release time (paid time for hours that the Employee would have been at work) is contingent on approval by the employee's manager or designee and shall not be considered as work hours for purposes of payment of overtime.
- VII. All representatives for both Parties (Employer and Union) in attendance at each session will sign a Sign-In Sheet prepared by the Employer. Both Parties will be provided a copy of the Sign-In Sheet.
- VIII. Days of negotiations will be established by mutual agreement. The parties will provide as much notice as possible of the need to cancel or reschedule a negotiation session.
- IX. All proposals and counter proposals will be sent electronically within a reasonable amount of time. The proposals will be typed, with track changes and line numbers, based upon the current contract language, so that the changes between the former and the latter proposal will be evident.
- X. There will be no recording devices at the bargaining sessions. Each side is responsible for keeping its own notes.
- XI. Bargaining sessions will be closed to the press and the public unless mutually agreed otherwise.
- XII. When sidebars are called by the parties, bargaining team members will attend the sidebar to report the discussion to other team members.
- XIII. Healthcare Coalition Bargaining- The Employer will provide paid release time for two (2) bargaining team members to attend Statewide Healthcare Coalition Bargaining.
- XIV. The parties will schedule at least three (3) full days of bargaining for ALNW only.

MOU: Panel of Arbitrators

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following regarding the Panel of Arbitrators described in Article 6 Grievance Procedure, Section 6.8 Step Four Arbitration.

The following arbitrators shall comprise the Panel of Arbitrators:

- Howell L. Lankford
- Alan R. Krebs
- Kathryn T. Whalen
- Rich Ahearn
- David Stiteler
- Fredric Dichter
- Timothy Williams

For the period of ratification date to June 30, 2023, the parties agree to temporarily add Juan Carlos Gonzalez to the Panel of Arbitrators. After January 1, 2023, Juan Carlos Gonzalez may be added to the permanent panel by mutual agreement between the parties.

This agreement expires June 30, 2025.

MOU: Panel of Arbitrators – Amendment

The parties agree to amend MOU: Panel of Arbitrators in their 2021-2023 CBA to temporarily add Sylvia Skratek and Catherine Harris to the Panel of Arbitrators. The parties agree that

Skratek and Harris will be on the Panel until September 10, 2024. The parties further agree that Juan Carlos Gonzalez will remain on the Panel temporarily until September 10, 2024.

This MOU will expire on September 11, 2024, unless the parties mutually agree to add one, two, or all of the above listed arbitrators to the Arbitrator Panel, following Timothy Williams.

MOU: Pay Ranges for Registered Nurses

During negotiations for the 2023-25 successor agreement, the parties reached agreement on the following recruitment and retention increases effective January 1, 2023

Steps A to E of Pay Table BR Range 02 will be increased by two percent (2%). This increase will be based upon the salary schedule in effect December 31, 2022.

The values on Pay Table BR, Range 03 will be increased to reflect eight percent (8%) above Table BR, Range 02 at each step of the wage scale.

This MOU will expire upon implementation.

MOU: Pre-Scheduled Voluntary Doubletime Shift Incentive for Critical Staffing Needs

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following regarding Pre-Scheduled Voluntary Double-Time.

After the initial scheduled bid is incorporated and posted, and the employer has sent out notice for staff, including Per Diems/Intermittent staff, the Employer may offer pre-scheduled voluntary double-time shifts for any classification. The determination of critical staffing needs and the double-time shift incentive is at the sole discretion of the Employer.

Per Diems/Intermittent staff will not be eligible to volunteer for pre-scheduled double-time shifts until they have scheduled up to thirty-six (36) hours in the week of the pre-scheduled double-time shift. Per Diems will not be eligible to be paid at the double-time incentive shift rate unless they have worked all of their scheduled thirty-six (36) hours in the shift week.

The shifts shall be compensated at the rate of two times (2X) the regular rate of pay for all hours worked. Pre-scheduled double-time shifts will be considered Extra Shifts and will not be guaranteed, but once scheduled are expected to be worked unless it is determined that they are not needed. Staff members calling in sick on voluntary double-time shifts will not receive sick pay.

All staff, once scheduled, are expected to honor the commitment, with the exception of illness or serious emergency. Notification of absence is required at least two (2) hours before the beginning of all shifts.

Failure by the Employer to notify or attempt to notify staff of cancellation at least two (2) hours in advance of the shift will result in the employee being assigned to a unit for two (2) hours.

Within 90 days of ratification the Employer will provide the Union with a current list of departments that are using pre-scheduled voluntary double-time shifts for critical staffing needs.

Within 60 days of receiving the information the Union may request a JLM a to discuss the status of pre-scheduled double-time use.

MOU: Recruitment and Retention Radiology

During negotiations for the 2023-25 successor agreement, the parties reached agreement on the following recruitment and retention increases effective November 16, 2022

Job Code	Job Title	Table	Range	New Range
18927	Cardiac Sonographer 1	BE	054	059
18928	Cardiac Sonographer 2	BE	057	062
18930	Cardiac Sonographer Lead	BE	065	070
18913	Diagnostic Medical Sonographer	BE	057	062
18914	Diagnostic Medical Sonographer Lead	BE	068	073
18915	Diagnostic Medical Sonographer Spec	BE	060	065
18938	Imaging Tech-Education Quality Assurance	BE	069	074
18921	Imaging Technologist	BE	037	042
18919	Imaging Technologist Trainee	BE	013	018
18923	Imaging Technologist-Angiography	BE	055	060
18922	Imaging Technologist-Comp Tomo	BE	046	051
18925	Imaging Technologist-Lead	BE	065	070
18924	Imaging Technologist-Mag Res Imaging	BE	058	063
18926	Imaging Technologist-Mammo	BE	046	051
18939	Imaging Technologist-Supervisor	BE	082	087
21770	Imaging Technologist-Supervisor	BE	082	087
18912	Nuclear Medicine P.E.T. Technologist	BE	075	080
18917	Nuclear Medicine Technologist 1	BE	057	062
18918	Nuclear Medicine Technologist 2	BE	064	069
18916	Nuclear Medicine Technologist Lead	BE	077	082
18931	Vascular Sonographer	BE	057	062
18932	Vascular Sonographer Lead	BE	065	070

Employees will be placed on the new range at their same step as of the effective date. Progression Start Dates (PSDs) are not impacted.

Nonpermanent and temporary hourly versions of the job profiles listed above will receive the same range increase.

Increases may take up to 90 days to implement but retro pay back to the effective date of 11/16/22 will be provided.

This MOU will expire upon implementation.

MOU: Respiratory Care Recruitment and Retention Increases

During negotiations for the 2023-25 successor agreement, the parties reached agreement on the following recruitment and retention increases effective November 16, 2022

Job Code	Job Title	Table	Range	New Range
18958	Respiratory Care Lead	BS	068	070
18957	Respiratory Care Practitioner	BS	059	061

Employees will be placed on the new range at their same step as of the effective date. Progression Start Dates (PSDs) are not impacted.

Nonpermanent and temporary hourly versions of the job profiles listed above will receive the same range increase.

Increases may take up to 90 days to implement but retro pay back to the effective date of 11/16/22 will be provided.

This MOU will expire upon implementation.

MOU: Respiratory Care Specialist Unit and Wages

During negotiations for the 2021-2023 successor agreement, the parties agreed to the following regarding the inclusion of the Respiratory Care Specialist job classification in the Respiratory Therapist/Anesthesia Technician/Electroneurodiagnostic Technologist bargaining unit.

- I. The existing bargaining unit represented by SEIU Healthcare 1199NW shall be modified to include the Respiratory Care Specialist for a bargaining unit described as follows:
“All full-time and regular part-time employees in the Electroneurodiagnostic Technologist, Respiratory Therapist, Anesthesia Technicians, and Respiratory Care Specialist job classes working at the University of Washington Harborview Medical Center, excluding supervisors, confidential employees, and those employees in existing bargaining units.”
- II. Employees at Harborview Medical Center in the job classification Respiratory Care Specialist (Job Code 16151), on Pay Table CACB at Pay Range 111 will be moved into a new SEIU 1199NW HMC job code on Pay Table BS at Pay Range 78.
- III. All employees will be placed at a step on the new range that is closest to, but not less than, their current step value. Employees with a current step value above the max auto step of their new range will be y-rated until the max auto step of their new ranges catches up to their current salary. Progression Start Dates (PSDs) will not change.
- IV. The following premiums will apply to Respiratory Care Specialists as set forth in Article 45: Evening Shift, Night Shift, Certification, Standby, and Weekend.

MOU: Respiratory Therapists Skills Training

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following regarding Respiratory Therapists Skills Training for calendar year 2023 and 2024 only:

In recognition of the commitment of HMC/University of Washington to the delivery of excellent patient care as well as the enhancement of employees' professional skills, the Employer will provide internal education based on operational need. Skills training will primarily focus on job specific competency training identified by the Employer. Attendance at skills training will be mandatory and Employees will be paid as described in Article 11.2 of the collective bargaining contract.

MOU: Seattle Minimum Wage

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following regarding the Seattle Minimum Wage

Contract classified pay tables will be updated to reflect the current Seattle minimum wage after an across-the-board increase or a minimum wage adjustment made by the City of Seattle. Steps falling below the new minimum wage will be inactivated and employees will be moved, if needed, to the new minimum step of the range. If an across-the-board increase brings steps back above the current Seattle minimum wage, those steps will be reactivated and available for use. Whenever steps are reactivated, no employees will be moved to lower steps.

When a minimum wage increase results in a pay range with less than three (3) active steps, the parties agree that job profiles assigned to those ranges will be placed on the next available pay range in the same table. Incumbents will be placed on the new range at their current step. PSDs will not be impacted by this movement.

This MOU expires on June 30, 2025.

MOU: Speech Language Pathologist Unit and Wages

During negotiations for the 2021-2023 successor agreement, the parties agreed to the following regarding the inclusion of the Speech Language Pathologist job classification in the Social Worker/Dietitian bargaining unit.

- I. The existing bargaining unit represented by SEIU Healthcare 1199NW shall be modified to include the Speech Pathologists at the Speech Pathology department of Harborview Medical Center for a bargaining unit described as follows:
"All full-time and regular part-time employees in the Social Worker, Social Worker Assistant 2, Speech Pathologist Specialist 1, Speech Pathology Specialist 2, and Dietitian job classes at the University of Washington Harborview Medical Center, excluding supervisors, confidential employees, temporary employees, and employees in other bargaining units."
- II. Current incumbents of the job classification Speech Pathologist/Audiologist Specialist 1 (Job Codes 16175 and 21802) at Harborview Medical Center will map into one of the following new classifications:
 - a. Speech Language Pathologist 1 (JC XXXXX) assigned to Pay Table BC, Range 55.
 - b. Speech Language Pathologist 2 (JC XXXXX) assigned to Pay Table BC, Range 57.
- III. Current incumbents of the job classification Speech Pathologist/Audiologist Specialist 2 (Job Codes 16177 and 21803) at Harborview Medical Center will map into a new

classification Speech Language Pathologist 3 (JC XXXXX) assigned to Pay Table BC, Range 61.

- IV. All employees will be placed at a step on the new range that is closest to, but not less than their current step value. Employees with a current step value above the max auto step of their new range will be y-rated until the max auto step of their new ranges catches up to their current salary. Progression start dates will not change.
- V. Speech Language Pathologist 1, 2, and 3 are eligible for the following premiums pursuant to Article 45: Weekend and Certification.

MOU: Unit Clarification Intermittent and Nonpermanent Employees

- A. Within 30 days the parties will jointly petition PERC to clarify the following bargaining units to include employees working in intermittent and nonpermanent positions.
 - 1. Harborview Registered Nurse Bargaining Unit
 - 2. Professional/Technical Bargaining
 - 3. Social Worker and Dietitian Bargaining Unit
 - 4. Physician Assistant-Advanced RN Practitioner Bargaining Unit
 - 5. Respiratory Therapist/Anesthesia Technician/Electroneurodiagnostic Technologist Bargaining Unit
 - 6. Imaging Technologist Supervisor Bargaining Unit
 - 7. Pharmacy Technician Bargaining Unit
 - 8. Airlift Northwest Bargaining Unit
- B. The impacted job classifications are listed in Appendix I (attached).
- C. The Employer will provide each newly accreted member with thirty (30) minutes of paid release time to meet with the Union in accordance with Articles 41.2 and 41.5.

MOU: Wage Discussion

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following:

At least one (1) year prior to contract expiration, the parties agree to discuss the 2025 bargaining process to assist in planning for wage discussions in future negotiations.

The parties will explore shared interests and collaborative problem solving by discussing wage concerns at UW Medicine:

- Equity
- Options and approaches to address both parties' interests regarding wages
- Systems change to support options to address wage concerns

The discussions may result in potential opportunities for addressing wages in the 2025-2027 bargaining. Participants in these discussions will include relevant stakeholders for each party, including an EDI leader from each party. Each party may bring up to seven participants.. During the life of this agreement, the parties will schedule at least three meetings to discuss with the option to mutually agree to more meetings. Employees will be paid release time for time spent in the meetings.

This MOU expires on June 30, 2025.

Side Letter A

July 1, 2023

Ms. Jane Hopkins, President

District 1199NW, SEIU
15. S. Grady Way, Suite 200
Renton, WA 98055

Dear Ms Hopkins:

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 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 15.

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.

Side Letter B

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.

Meal Breaks, Rest Breaks, and Missed Break Reporting:

The University and the union agree that employees should be able to take uninterrupted meal and rest breaks. It is recognized that there is a mutual and shared commitment to uninterrupted breaks. The employer is responsible for creating a work environment and processes under which employees are able and encouraged to take uninterrupted breaks. Employees are responsible for taking such breaks. Employees shall make a good faith effort to notify their supervisor/designee if the employee anticipates not being able to take a meal or rest break. The supervisor/designee will make a good faith effort to provide the employee with the break.

Employees shall be allowed a paid uninterrupted rest period of fifteen (15) minutes for each four (4) hours of working time. Rest periods may be taken at any point during each four (4)-hour work period.

Employees who have been instructed and/or required to carry a pager or answer a phone during their meal period will be compensated at the appropriate rate of pay.

Tracking Meal and Rest Breaks

Employees are required to report missed breaks. Either party may place the issue on the Joint Labor Management Committee agenda.

Non-retaliation

The employer will not engage in any kind of employee intimidation or retaliation against employees who report missed breaks.

Side Letter C

We are committed to the current break relief practices, which includes the current units/floors and break staff model (RN or Alternative). Additionally, we are committed to working through the Nurse Staffing Committee to establish strategies that enable registered nurses to take meal and rest breaks as required by law.

This side letter expires on June 30, 2025.

Side Letter D – END Tech Call Back

Electroneurodiagnostic Technologists who are required to stay past their shift for longer than forty-five (45) minutes and who are scheduled to be on standby immediately after their shift ends will be eligible for 2.5 hours of call back pay.

This MOU will expire on June 30, 2025.

Side Letter E – Diversity and Inclusion

July 1, 2023

- I. The parties acknowledge that the University's Diversity Blueprint for 2017-2021 articulates the tri-campus community's aspirations for becoming an inclusive and equitable environment. On an annual basis, the Office of Minority Affairs and Diversity (OMA&D) will prepare an assessment report on University-wide diversity metrics for the Board of Regent's Diversity, Equity, and Inclusion subcommittee. An electronic copy of the report will be made available to the Union.
- II. As part of the University's Strategic Leadership Program (SLP), the Employer shall provide all managers and supervisors of bargaining unit employees information regarding the University's existing Staff Diversity Hiring Toolkit. Additionally, the Employer will include a content module on implicit bias and diversity in the hiring process during the SLP workshop for managers and supervisors with at least one direct report.

The Employer shall distribute an electronic copy of the Toolkit annually to all managers and supervisors of bargaining unit employees.

- III. On an annual basis, the Employer will provide the Unions with a list of trainings and courses offered to staff the year prior centered on aspects of diversity, equity, and inclusion. The list will include a headcount for each offering, indicating the number of participants registered, by department.
- IV. WFSE 1488, WFSE 3488, SEIU 1199NW, and SEIU 925 will each select one (1) member to be appointed to the University of Washington Diversity Council.
- V. On an annual basis, the Employer will provide the Unions with a report on employee participation levels in Facilities relative to cultural responsiveness or cultural competency training, and manager training in implicit bias, equity, cultural responsiveness, and hiring best practices. The progress report would include an update on Facilities' efforts to include under-represented minority members and/or women in hiring committees or interview panels.
- VI. The Employer will create a position in UW Human Resources Recruitment dedicated to designing, developing, and implementing innovative outreach programs using diversity and inclusion best practices in support of UW's strategic initiatives.

Side Letter F – Tracking Discrimination and Bias

July 1, 2023

During negotiations for the 2023-2025 successor agreement, recognizing the University's long stated goals of diversity and inclusion, the parties agree to the following:

- I. Within ninety (90) days of the effective date of this Agreement, the Employer shall, one (1) time, email all bargaining unit employees information regarding the availability and purpose of the University's bias incident reporting tool as an avenue to report incidents of suspected bias.
- II. On an annual basis, the following groups will prepare an assessment report which will at a minimum include information quantifying reports of discrimination, harassment, and retaliation. An electronic copy of each report will be made available to the Union.
 - A. UCIRO
 - B. Safe Campus
 - C. Title IX Investigation Office
 - D. UW Human Resources Investigations
 - 1. Harborview HR
 - 2. UWMC HR

This side letter will expire on June 30, 2025.

Side Letter G – U-PASS

The parties agree to the following regarding U-PASS:

Employees covered by this agreement with an active permanent appointment FTE will not be charged a fee for a U-PASS.

This Side Letter expires on June 30, 2025.

Side Letter H – PFML Communication

The parties have agreed to amend the 2023 – 2025 CBA as follows:

SIDE LETTER H

Annually, the Employer and the Union shall, jointly email all bargaining unit employees information from the UW Benefits website regarding PFML Supplemental Benefits.

This Side Letter expires when the 2025 email is sent and this language will be removed from the CBA upon expiration.

Side Letter I – PA-ARNP Training Workgroup

The parties agree to the following regarding a PA-ARNP Training Workgroup:

Within 6 months of ratification, the Employer will form a workgroup to discuss and develop an onboarding/training program for the PA-ARNP's (Advanced Registered Nurse Practitioners and Physician Assistants). This workgroup will include APP leadership at the director level. A representative from the Medical Director's office will be present for the first and last meeting. The Union can appoint up to two (2) members from outpatient services and up to two (2) members from inpatient services to participate in the workgroup. The workgroup will have equal representation between the Employer and the Union.

The workgroup will meet at least monthly for up to six (6) months. The Workgroup will provide a recommendation on a pilot onboarding program to all new hires and experienced providers entering new roles. At the end of the pilot program, the committee will meet once more and make a recommendation on next steps.

Side Letter J – Respiratory Care JLM

The parties agree to the following regarding Respiratory Care:

In an effort to support the care of patients requiring Respiratory Therapy, the Employer and the Union will create a Respiratory Therapy Ad Hoc JLM group. The Ad Hoc JLM group will meet every other monthly for six (6) months to discuss RT staffing and the first meeting will be held within sixty (60) days of ratification. The Union may have up to three (3) member representatives plus a Union Representative.

This side letter expires June 30, 2022.

Side Letter K – Stand-by Hours

The parties agree to the following regarding Standby/Call:

Callback Tracking. Within 90 days of ratification, the Employer will develop a reporting tool to track and review patterns in call utilization and stand-by hours.

Callback Relief. Subject to patient care considerations, the Employer will make a good faith effort to provide relief for an employee who requests the immediate next scheduled shift off or offer a change in the employee's start time or end time for the immediate next scheduled shift when the employee has been working on call within eight (8) hours of the start of their next scheduled shift. At the employee's request, a vacation day can be used. This schedule adjustment will not count as an occurrence per the Employer's Dependability Policy.

Call Staffing Committees. Within ninety (90) days of ratification, the parties will establish separate call staffing committees for the Professional Technical bargaining unit and Respiratory Care Practitioner/Anesthesia Technician/Electroneurodiagnostic Technologist bargaining unit. Each committee will have a Management Co-Chair and a Union-appointed Co-Chair. The professional technical committee will have up to eight (8) additional Union representative and up to an equal number of management representatives from units with mandatory call/standby. The RCP/AT/END committee will have up to four (4) Union representatives and up to an equal number of management representatives from units with mandatory call/standby. The committees will meet monthly for at least one (1) hour. If applicable, Union members will be on paid release time for up to one (1) hour for caucus. employees will be provided thirty (30) minutes of paid release time to pre-meet before a committee meeting.

Call Staffing Committee Duties. The committee will review and discuss the data from the tracking tool. The Committee may also mutually agree to review additional data as needed. The committees will mutually agree to established maximums for mandatory call/standby hours. The committee may also make recommendations around call staffing. The committee will mutually agree on callback guidelines.

Emergency Call Resolution Process. When the monthly average of mandatory on-call hours for a group of employees exceeds a mutually agreed upon maximum. The committee will discuss the unanticipated increases in call utilization and standby hours at the next monthly committee meeting with the mutual goal of reduction mandatory on-call hours, including mechanisms to authorize incentives to respond to urgent staffing needs.

The Registered Nurse bargaining unit may discuss call/standby utilization and hours at the Nurse Staffing Committee and the monthly RN JLMs.

Call Rooms. The Employer will maintain four (4) call rooms that employees who take mandatory call will have access to. Clean linens will be provided for the call rooms. Employees will contact EVS if a room is lacking clean linens.

Incentives. The Employer may offer incentives to voluntarily fill call/standby shifts to reduce the burden of mandatory call/standby. Additionally, the Call Staffing Committee may mutually agree to mechanisms to authorize incentives to respond to urgent staffing needs.

Side Letter L – Virtual NEO

The parties agree to the following regarding Online New Employee Orientation:

If the New Employee Orientation is conducted online, up to thirty (30) minutes of paid release time shall be provided to one (1) Union delegate to attend orientation meetings conducted virtually via Zoom. The Employer will continue to provide the Union with a list of all employees scheduled for orientation prior to the beginning of NEO. The Employer will continue to include

the union orientation portion of NEO in the agenda. The Union will provide a link for the orientation which the Employer will then make available to new employees.

In situations where an employee would not otherwise have been scheduled to attend the New Employee Orientation webinar, the Employer will provide the employee with information and instructions on the Union portion of the virtual New Employee Orientation on the day that best aligns with the effective date of the employee's job change.

This information will be provided in the following instances:

1. The Employee is moving from a non-bargaining unit job to a bargaining unit job; or
2. The Employee is moving between unions.

SIGNATORIES

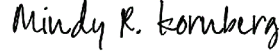
The parties, by their signatures below, accept and agree to the terms and conditions of this collective bargaining agreement.

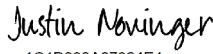
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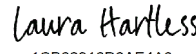
SEIU 1199 Northwest:

DocuSigned by:
 6/22/2023
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Jane Hopkins
President


University of Washington:


DocuSigned by:
 5/22/2023
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Mindy Kornberg
Vice President for Human Resources

DocuSigned by:
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Justin Novinger
Lead Negotiator

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Laura Hartless
Lead Negotiator

Approved as to form:

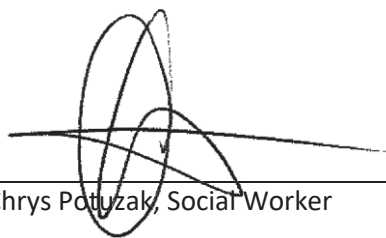
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Assistant Attorney General
State of Washington



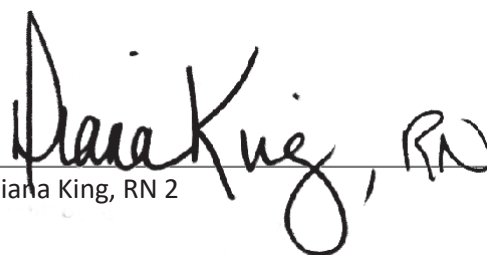
Angela Swindle, Imaging Technologist -
Angiography



Chris Pearson, Electroneurodiagnostic
Technologist 3



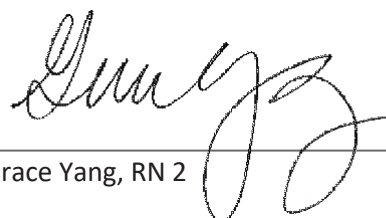
Chrys Potuzak, Social Worker



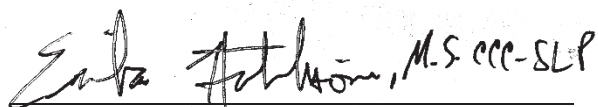
Diana King, RN 2



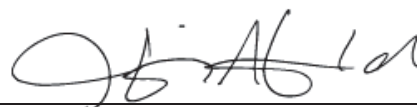
Erin Welsh, RN 2



Grace Yang, RN 2



Erika Hutschison, Speech Language
Pathologist 2



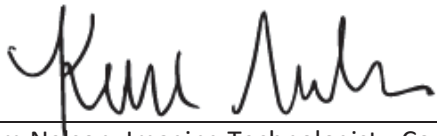
Jennifer Schofield, RN 2



Joe Hufford, RN 2



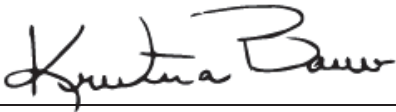
Katy Lane, Dietitian II



Kim Nelson, Imaging Technologist - Comp
Tomo



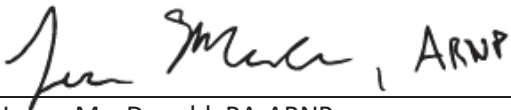
Kimela Vigil, Social Worker



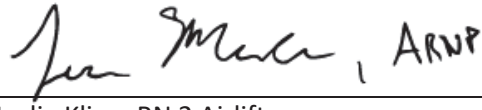
Kris Bauer, RN 2 Airlift



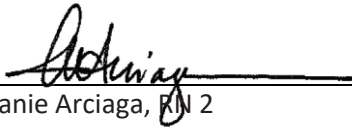
Lori Davis, RN 2



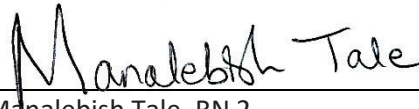
Lucas MacDonald, PA-ARNP



Lydia Kline, RN 2 Airlift



Melanie Arciaga, RN 2



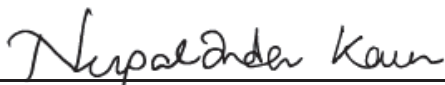
Manalebish Tale, RN 2



Meredith Boenish, RN 3




Miranda Carruth, Social Worker



Neeru Kaur, Respiratory Care Practitioner



Olga Ramirez, RN 2



Patrice O'Heren, Imaging Technologist –
Angiography



Roland Clark, Pharmacy Technician



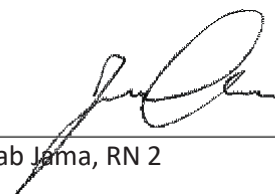
Sam Conley, RN 2



Sara DeRosier, RN 2



Todd Christenson, Imaging Technologist -
Comp Tomo



Zeynab Jama, RN 2