

## Summary of Final Agreement: UW-SEIU 1199NW 2015-2017 Contract

HIGHLIGHTS	
PROVISION	SUMMARY
<b>Wages</b>	<p><b>General Wage Increases:</b></p> <ul style="list-style-type: none"> <li>• <b>Effective after Ratification:</b> 3% across the board wage increase, effective the first pay period after ratification (but not prior to 2/1/16).</li> <li>• <b>Effective 7/1/16:</b> 3% across the board wage increase.</li> </ul> <p><b>Lump Sum Payment (to be paid in March 2016):</b></p> <ul style="list-style-type: none"> <li>• \$600 lump sum payment upon ratification for employees above .6 FTE.</li> <li>• \$300 lump sum payment upon ratification for employees at or below .6 FTE.</li> </ul> <p><b>New Top Steps:</b></p> <ul style="list-style-type: none"> <li>• <b>Nurses:</b> 2% salary step added to the top of the wage scale, effective 1/1/17.</li> <li>• <b>Non-Nurses:</b> 3% salary step added to the other SEIU 1199 pay tables, effective 1/1/17.</li> <li>• <b>Automatic Movement:</b> On 1/1/17, all employees who have been at the current top salary step for at least 1 year will advance to the new top salary step.</li> </ul> <p><b>Social Workers:</b></p> <ul style="list-style-type: none"> <li>• <b>Consolidation and Increased Wages:</b> Harborview will consolidate the Social Worker 1 and 2 job classes, providing wage increases of roughly 6% to employees in the current Social Worker 1 job class, effective 2/1/16.</li> <li>• <b>License Pay:</b> State-licensed social workers will qualify for \$1.50 per hour licensure pay.</li> </ul> <p><b>Healthcare Specialists:</b></p> <ul style="list-style-type: none"> <li>• <b>Consolidation and Increased Wages:</b> Harborview will merge the inpatient and outpatient healthcare specialist pay ranges such that affected employees will be placed at the same salary step on the new pay range, effective 2/1/16. This will result in increases of roughly 5% for outpatient healthcare specialists.</li> <li>• <b>Healthcare Specialist Certification Pay JLM:</b> The parties will hold at least 2 joint labor-management meetings to discuss the application of certification pay for healthcare specialists with the intention to come to a mutually</li> </ul>

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	<p>acceptable agreement on this topic.</p> <p><b>END Technologists:</b></p> <ul style="list-style-type: none"> <li>• <b>Job Descriptions:</b> The UW Compensation Office will review and report on the END Technologist series job class specifications within 60 days of the contract's ratification.</li> <li>• <b>Wage Increase:</b> Upon completion of this review, END Technologists will receive a wage increase of at least 2%.</li> </ul> <p><b>Hall Health Salary Step Analysis:</b> UW will evaluate the experience and placement of Hall Health nurses who the union believes are placed on a salary step that does not appropriately reflect their years of experience. Any nurses deemed by UW to be on an improper salary step will receive an additional step increase for their next 2 periodic increment dates, unless they have already advanced to the top step.</p> <p><b>Research Nurse Compensation Meetings:</b> The parties will hold at least 2 joint labor-management meetings specific to research nurses within 6 months of the contract's ratification. Topics will include consolidation of the Research Nurse 1 and 2 job classes as well as applicable market data.</p>
<b>Break Relief (MOU)</b>	<p><b>Break Relief:</b> Day shift break relief nurses/resources will be added to 3 additional acute care units 1 year from the contract's ratification, and all acute care units will have day shift break relief resources in place by 6/30/17. The agreement expires on 6/30/17.</p> <p><b>Alternative Models:</b> Individual units may use alternative models for break relief upon review by the staffing committee and approval by the joint labor-management committee. All break relief models will be evaluated for nurse satisfaction 1 year after implementation.</p>
<b>Harborview Scholarships (MOU)</b>	<p><b>For Academic Year 2016 and 2017:</b></p> <ul style="list-style-type: none"> <li>• <b>Harborview/UW Bothell Program:</b> Harborview will grant scholarships of up to \$14,000 each to up to 11 Harborview nurses accepted into the UW Bothell RN-to-BSN degree program offered on-site at Harborview.</li> <li>• <b>Funds for Non-UW Programs:</b> Harborview will create an additional annual pool of up to \$100,000 (up to \$6,000 per employee) for Harborview nurses to attend a program to complete their BSN, MSN, or other advanced nursing degrees, and for non-nurses to complete a BSN.</li> <li>• <b>Master of Nursing:</b> New language memorializes that all nurses who complete their Master of Nursing degree during the life of the agreement receive an additional salary step increase upon completion.</li> </ul>

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ADDITIONAL AGREEMENTS	
ARTICLE	SUMMARY
5: Union Representative Dues Deduction Activities	<p><b>Union Delegates:</b></p> <ul style="list-style-type: none"> <li>• <b>Social Work:</b> The number of Social Work bargaining unit delegates will increase from 4 to 5.</li> <li>• <b>Techs:</b> The number of Respiratory Therapist/Anesthesiology/END Tech delegates will increase from 4 to 5.</li> </ul> <p><b>Delegate Training Hours:</b> The union will determine how the 4 slots for Respiratory, Anesthesiology, and END employees should be allocated, rather than the contract prescribing a number for each group.</p> <p><b>Union Materials:</b> UW will not be responsible for the distribution of union membership forms and union contracts.</p>
6: Bargaining Unit Classes/ Definitions	<p><b>Trial Service (New Job Class):</b> New language memorializes a 6 month trial service period for permanent employees who accept a position in a job class for which they previously have not attained permanent status. Employees may revert back within 6 weeks if their former position is still available, and reversion of employees who are unsuccessful during their trial service period is not subject to grievance.</p> <p><b>Trial Service (Same Job Class):</b> An employee who voluntarily moves from 1 bargaining unit position to another within the same job class will have a trial service period of 6 weeks, during which time the employee or the employer could elect for the employee to return to their previous position.</p>
7: Hours of Work & Overtime	<p><b>Work Day:</b> New language memorializes that all employees are to be compensated at the appropriate pay rate for each missed rest period, and that employees are expected to make a good faith effort to communicate with the appropriate lead to problem solve in order to help facilitate a meal or rest break.</p> <p><b>Rest Between Shifts:</b> Harborview will expand rest period premium pay eligibility to include respiratory therapists.</p>
12: Premiums	<p><b>Updates:</b> The parties agreed to minor language updates.</p>
13: Employment Practices	<p><b>Removal of Documents:</b> Employees may request the removal of Formal Counseling documents in their personnel file after 2 years from the date of issue. After 3 years from the date of issue, employees may request the removal of Final Counseling documents in their personnel file. If the request is denied, employees will be provided a written reason for denial.</p> <p><b>Staffing:</b> Nurse staffing policy and the contract's nurse staffing appendix (Appendix XIII) were consolidated and incorporated into Article 13.</p>

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<b>15: Leaves</b>	<b>Family and Medical Leave Act:</b> The parties agreed to formatting updates.
<b>21: Corrective Action</b>	<p><b>Informal Counseling:</b> The parties will no longer use the jointly-developed general template when conducting Step A meetings. A supervisor may follow up in writing, including an action plan, which will not be placed in an employee's file.</p> <p><b>Corrective Action:</b> New language outlines employee rights to representation during the corrective action process, and memorializes that UW will make clear the step of the process being conducted. UW will determine the step at which corrective action begins based on the nature and severity of the problem. Formal counseling (Step B) may be grieved through Step Three (mediation) of the grievance procedure, and final counseling and dismissal may be grieved through every step, beginning at Step Two.</p> <p><b>Dismissal:</b> New language spells out an employee's right to a pre-determination meeting prior to dismissal, in which they could make their case with the union present.</p> <p><b>Investigations:</b> If management elects not to take corrective action after an investigation involving an employee on administrative leave, the employee will be notified that the investigation is complete and no corrective action will be imposed. For investigations lasting longer than 60 days, the union may request an update on the investigation status, next steps, and approximate timeframe for completion.</p>
<b>22: Seniority, Layoff Rehire</b>	<b>Layoff Employment Options:</b> Language updates establish an ordered list of distinct employment options for employees subject to layoff. Employees may request to be laid off and have the right to be placed on the rehire list instead of accepting an employment option.
<b>23: Job Posting &amp; Transfer</b>	<b>Internal Lateral Movement within Unit:</b> Before referring candidates to a vacant position or shift, UW will provide 7 calendar days' notice to employees within the unit seeking a different shift regardless of shift or FTE. Permanent employees in the same unit could submit a written request, provided that they have the necessary skills and that no final counseling is in their file for the past 12 months, and seniority would act as a tiebreaker.
<b>27: Grievance Procedure</b>	<b>Arbitrator Selection:</b> The parties agreed to language adopted from other UW contracts, whereby the parties will utilize a permanent panel of 10 arbitrators on a rotating basis.
<b>28: Mandatory Subject</b>	<b>Mandatory Subjects of Bargaining:</b> The parties agreed to updated language memorializing collective bargaining law, and establishing that Harborview will provide paid release time (during work hours) for up to 3 employees to attend demands to bargain.
<b>29: Insurance &amp; Pension</b>	<b>Health Insurance and Pension Updates:</b> The parties agreed to update the health care benefits provision according to what is determined at the Washington State union healthcare coalition.

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<b>34: Duration</b>	<b>Contract Term:</b> The parties agreed to a contract term that will expire on 6/30/17.
<b>35 (NEW): Drug &amp; Alcohol Free Workplace</b>	<b>Drug/Alcohol Policies:</b> New language memorializes the right of Harborview to update, develop, and/or implement a policy on a drug and alcohol free workplace, with 60 days' advance notice to the union.
<b>36 (NEW): Temporary Employees</b>	<p><b>Per Diem Nurses:</b> The parties agreed on a provision specifically outlining the working conditions and applicable contract language for per diem nurses represented by SEIU 1199. The union agreed that while the policies outlining how floating occurs will apply, a float premium will not.</p> <p><b>Per Diem Hours Worked:</b> UW will provide the union with a report of all regular hours worked by union-represented per diem nurses in the prior calendar year, to be delivered at the first joint labor-management committee held in the new calendar year. The language acknowledges that the HR/Payroll Modernization project may impact UW's ability to provide this information.</p>
<b>APPENDICES, SIDE LETTERS, AND MEMORANDA</b>	
<b>PROVISION</b>	<b>SUMMARY</b>
<b>App. I: Job Classifications</b>	<b>Updates:</b> The parties agreed on necessary updates to the contract's list of job classifications.
<b>App. XII: Layoff Units</b>	<b>Updates:</b> The parties agreed on necessary updates to the contract's layoff units.
<b>App. XIII: RN Staffing Law</b>	<b>Provision Deleted:</b> The parties tentatively agreed to strike Appendix XIII in favor of housing nurse staffing language in Article 13.
<b>App. XIV: Airlift NW Addendum</b>	<p><b>Union Delegates:</b> The Seattle base will have 2 union delegates, and each other Airlift Northwest base will have 1.</p> <p><b>Delegate Training:</b> New language clarifies that the 16 hours of paid delegate training hours for the Airlift Northwest bargaining unit will be allocated as 8 hours each for 2 nurses.</p> <p><b>Bereavement Leave:</b> Airlift Northwest flight nurses will be granted paid leave for 2 shifts (up to 48 hours) within a 7 day period for each death of a family member.</p> <p><b>Job Posting and Transfer:</b> Departmental seniority will be the determining factor on a transfer to a different shift or section provided that skill, competence, ability, and experience are considered equivalent. Flight nurses who do not fulfill</p>

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	<p>a 2 year commitment at the Juneau base may repay a prorated amount of the moving cost incentive paid to them, provided they have completed at least 18 months of their commitment.</p> <p><b>Mileage:</b> Mileage will be paid to and from a flight nurse's home rather than to and from their official duty station in the event their home is closer to their reporting station than their official duty station is. Mileage will also be paid for travel required for clinical work or education that is not provided at a flight nurse's official duty station.</p> <p><b>Official Duty Station:</b> Flight nurses will be scheduled into the base at which they are hired, and Airlift Northwest may open or change bases depending on community needs. Any changes in working conditions and base changes will go to a joint labor-management meeting. Flight nurses attending training more than 100 miles from their official duty station will receive payment of lodging and food per diem. For trainings on consecutive days, flight nurses more than 80 miles from their official duty station will receive payment of lodging and food per diem.</p> <p><b>Airlift Northwest Work Day:</b> New language establishes that except in emergent medical situations, a good faith effort will be made to end duty shifts on time.</p> <p><b>Kronos Language Updates:</b> Outdated language surrounding Kronos has been removed.</p>
<b>Side Letter A</b>	<b>Updates:</b> The parties removed several instances of outdated language.
<b>MOU: Bargaining Release Time</b>	<b>Negotiations for a Successor Agreement:</b> The parties agreed that during negotiations for the 2017-2019 contract, Harborview will provide paid release time for up to 13 union bargaining team members for up to 8 hours per session. Harborview will also provide paid release time for 2 bargaining team members to attend statewide Healthcare Coalition bargaining.
<b>MOU: Charge RNs &amp; Staffing Concerns</b>	<b>Charge Nurse Staffing Concerns:</b> The parties will develop a process for charge nurses to escalate staffing concerns at a joint labor-management meeting within 6 months of contract ratification. New language recognizes charge nurses' ability to adjust resources per patient and unit needs, in conjunction with unit management and/or the nursing supervisor.
<b>MOU: Meal Breaks, Rest Breaks, Missed Break Reporting</b>	<b>Missed Breaks:</b> New language memorializes employees' rights to meal and rest breaks, as well as a requirement that employees report any missed breaks. The language also reinforces Harborview's ongoing commitment to not engage in any kind of intimidation or retaliation against employees who report missed breaks. Harborview will collect data via KRONOS on meal and rest breaks that are not taken in each department/unit and shift. This data will be provided to the union biannually at the joint labor-management meeting.
<b>MOU: Pre-scheduling Overtime Shifts</b>	<b>Pre-scheduling Overtime Shifts:</b> Harborview may offer pre-scheduled overtime after the initial schedule bid is posted and once Harborview has sent out notice for employees interested in taking additional shifts at straight time. Employees must provide notification of absence at least 2 hours before the beginning of a shift, and if management fails to attempt to

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<b>for Permanent RNs</b>	notify an employee of a shift cancellation at least 2 hours in advance of the shift, the employee will be assigned to a unit for 2 hours.
<b>MOU: Skills Day</b>	<b>Skills Day:</b> The parties agreed to a paid skills day for respiratory therapists comprised of internal education focused on job-specific competency training.
<b>MOU: Contract Printing &amp; Format</b>	<b>Contract Distribution:</b> The parties will phase out the practice of printing paper contracts. The parties will print 900 paper copies of the 2015-2017 contract, and share the cost equally. This provision will expire on 6/30/17, and language changes to Article 5 clarify that this is the last round of contracts to be printed.
<b>MOU: Per Diem RN Hours Worked</b>	<b>Per Diem Hours Report:</b> At the first nurse joint labor-management meeting in 2016 Harborview will provide the union with a report of all hours worked at the regular rate of pay by represented per diem nurses.
<b>Outdated Memoranda</b>	<b>Deletions:</b> The parties agreed to delete the following outdated memoranda: Healthcare Specialist JLM, Clinic Social Work Staffing, Missed Break Trial, and Wage Study.
<b>Research/Hall Health Addendum</b>	<b>Research/Hall Health Addendum:</b> The parties agreed to create an addendum to the contract that will contain all contract language that applies to the Research/Hall Health Nurse bargaining unit.