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.

Tentatively Agreed To:

For the Union:  
Anna Smith  
Date: 5/23/2019

For the Employer:  
[Signature]  
Date: 5/30/19
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.

Tentatively Agreed To:

For the Union:  
Anna Smith  
Date: 5/23/2019

For the Employer:  
EL  
Date: 5/30/19
ARTICLE 2 – NONDISCRIMINATION

2.1 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, status as a protected veteran (disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran), and 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, or membership or non-membership in a union. Unlawful harassment is included as a form of prohibited discrimination.

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, currently defined in the University of Washington Policy Directory as the use of one’s authority or power, either explicitly or implicitly, to coerce another into unwanted sexual relations or to punish another for his or her refusal, or as the creation by a member of the University community of an intimidating, hostile, or offensive working or educational environment, through verbal or physical conduct of a sexual nature.

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.

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 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.

Tentatively Agreed To:

For the Union: [Signature]
Date: 6/20/2019

For the Employer: [Signature]
Date: 6/20/19
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 he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation by filling out through the Disability Services Office Accommodation Request 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 his/her 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 his/her 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 leave, time off, vacation time off, leave, personal holiday, holiday credit, compensatory time, and/or unpaid time off leave without pay, the combination of which may be determined by the employee. If disability leave is taken as unpaid leave without pay, the employee may apply eight (8) hours of accrued paid leave time off per month during the duration of the approved nine (9) months of disability leave to provide for continuation of employer paid health benefits. The interspersed paid time off leave will be applied to the first working day of the month. Periods of disability leave covered by the FMLA shall be deducted from the nine (9) month period of eligibility to intersperse paid leave.

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 her job requires her to stand; and
4. Restricting lifting to 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 her treating health care provider regarding the need for reasonable accommodation and may deny an employee’s request for reasons of significant difficulty or expense.

Tentatively Agreed To:

For the Union:  
Amy Smith  
Date: 6/5/19

For the Employer:  
Date: 6/5/19
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.

Tentatively Agreed To:

For the Union:  
[Signature]
Date: 5/23/2019

For the Employer:  
[Signature]
Date: 5-30-19
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.

Tentatively Agreed To:

For the Union: Amelie Smith
Date: 5/23/2019

For the Employer: [Signature]
Date: 5/30/19
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 Health and Safety (Article 31.2 and 31.3) shall be resolved following the provisions of Sections 31.2 and 31.3.
(c) 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 his/her part shall constitute withdrawal of the grievance. A grievance may be withdrawn at any time, in writing to the Employer, by the grievant. Withdrawal of a grievance shall close the matter, and it shall not be resubmitted.

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.

Resolution

If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

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 ten fourteen (1014) calendar days of the meeting. If a satisfactory settlement is not reached, the employee or representative may submit the written grievance to Step 3 within fourteen (14) calendar days.

Step Three: 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. If these services are unavailable on a timely basis, the parties may request a list of grievance mediators from the Federal Mediation and Conciliation Service (FMCS) or other agreed upon mediation provider. The cost of the mediation shall be borne equally by both parties.

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 (3) Mediation or the conclusion of the prior step.

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

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

Panel of Arbitrators:
The parties agree to establish a permanent panel of ten six (610) 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 his/her 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.

Tentatively Agreed To:

For the Union: [Signature]
Date: 6/20/2019

For the Employer: [Signature]
Date: 6/20/19
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 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.

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

40

B. All appointment list
41 Appointment budget number(s)
42 Beginning date
43 End date
44 Department and /or hiring unit
45 College/Org name
46 Job Classification
47 Job Classification Code
48 Full time salary or hourly rate
49 Appointment/FTE Percentage
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.

Tentatively Agreed To:

For the Union:  
Amber Smith
Date: 6/5/19

For the Employer:  
EC
Date: 6/5/19
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.

Tentatively Agreed To:

For the Union:  
[Signature]
Date: 5/23/2019

For the Employer:  
[Signature]
Date: 5/30/19
ARTICLE 9 – HOURS OF WORK AND OVERTIME

9.1 Work Day. The standard work day for an employee assigned to the first, second, or third shifts, shall consist of eight (8) hours work to be completed within eight and one-half (8-1/2) consecutive hours with a thirty (30) minute meal period on the employee’s own time if relieved of his/her duties during this period. 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.

All time which is compensated at a rate of time and a half (1 1/2) 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 1/2).

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 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.

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. 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 his or her department with different funding sources or,
2. Transfers to a position in another department.

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

Health Care Specialists and Social Workers.
Health care specialists 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 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 80 hours in the 80 hour work period. The employee is not eligible for daily OT or comp time at 1 ½ accrual rate unless hours worked exceed 80 hours in an 80 hour work period. Employee may adjust scheduled hours within the 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 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/Health Care Specialists/Leads:** The Employer will make a good faith effort to schedule all employees to every other weekend off, or to two weekends off out of four successive weekends. Except in emergency situations, all such employees shall be scheduled as stated above. However, in the event any employee agrees to work on an unscheduled weekend all time worked on the unscheduled weekend shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay. Time worked on the next regularly scheduled weekend shall be at the employee’s regular rate of pay. The weekend shall be defined for first (day) and second (evening) shift personnel as Saturday and Sunday. For third (night) shift personnel, the weekend shall be defined as Friday night and Saturday night. This section shall not apply to employees who request more frequent weekend duty or who request weekend work on a continuous basis, or who trade single or double days on the weekend.

9.6 **Shift Rotation.** Required scheduled shift changes shall be limited to three (3) per month-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 month-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 entire 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 hours off work between scheduled shifts, unless an individual nurse’s request for variation to this is approved by supervision. Nurse(s) regularly scheduled to work eight or nine hour shifts will qualify for Rest Period Premium Pay if they do not receive an unbroken rest period of twelve hours between scheduled shifts. Nurses regularly scheduled to work ten or twelve hour shifts will qualify for Rest Period Premium Pay if they do not receive an unbroken rest period of ten and one-half hours between scheduled shifts.

**Social Workers/ Health Care Specialists/ Electroneurodiagnostic Technologists/ Respiratory Therapists.** 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).

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<td><em>Amelia Smith</em></td>
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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.

MOVE TO ARTICLE 9 HOURS OF WORK AND OVERTIME- DELETE ALNW LANGUAGE

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

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.

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

For Airlift Northwest Bargaining Unit Members — an employee who is classified staff and is regularly scheduled one hundred and twenty (120) hours or more but less than two hundred and forty (240) hours in a six (6) week period.

10.4 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.

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.

10.5 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 raffle 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.

A Represented Per-Diem-Registered Nurse regular temporary employee who is hired into a
permanent position in the same job classification without a break in service, through open
recruitment may have a portion of their Represented Per-Diem-Registered Nurse regular
temporary 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.

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.

i. Any employee serving a trial service period may have his or her 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.

ii. An employee serving a trial service period may voluntarily revert to his or her 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.

iii. In the event the former position has been filled with a permanent employee, the
employee will be placed on the rehire list.

iv. 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 his/her position without notice and
without recourse to the grievance procedure. In the event the former position has been
filled with a permanent employee, the employee will be placed on the rehire list.
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ARTICLE 11 – EDUCATIONAL AND PROFESSIONAL DEVELOPMENT

11.1 Definition. The educational and professional leave program shall consist of two 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, he/she shall be given time off on the basis of one and one-half times at a later time within the same pay period which is mutually acceptable to the employee and supervisor or paid in accordance with Article 7, Section 3. For inservices that can be pre-scheduled and for which the Employer has determined that attendance will be mandatory, the Employer will make a good faith effort to give at least 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 12-month period in a fiscal year to nurses requesting such leave.

Social Worker I, II, Social Worker Assistant 2 and Dietitians – TA For Social Worker 1’s and 2’s and Social Worker Assistant 2’s and Dietitians 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.

Health Care Specialists/Leads – Health Care Specialists/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 Practitioner/Lead; Anesthesiology Tech 2/Lead; Electroneurodiagnostic Tech/Lead – Respiratory Care Practitioners/Leads 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, pro-rated 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.

Registered Nurses. The Employer will provide $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 $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 $500.00 per fiscal year, based on departmental reimbursement policy, pro-rated for FTE.

RT/AT/END Bargaining Unit Members. For employees in the RT/AT/END bargaining unit $500.00 per FTE (pro-rated for part-time) per fiscal year shall be made available to fund continuing education. RT employees will be granted up to $800.00 per FTE, pro-rated.

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

TA-Dietitians. The Employer will provide $500.00 per fiscal year, based on departmental reimbursement policy, pro-rated for FTE.

Health Care Specialists/Leads. The Employer will provide $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 $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.

Tentatively Agreed To:

For the Union: [Signature]
Date: 7/12/19

For the Employer: [Signature]
Date: 7/12/19
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.

Tentatively Agreed To:

For the Union:  

[Signature]  

Date: 5/23/2019

For the Employer:

[Signature]  

Date: 5-30-19
ARTICLE 13 – TUITION EXEMPTION PROGRAM

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

In accordance with APS 22.1.

1. The employee must be a regular monthly .5 FTE or more employee for six or more consecutive months.
2. The employee must be admitted as a student to the University.
3. The employee must pay a fee for each quarter enrolled when taking courses.
4. No more than six credits will be eligible for tuition exemption during the quarter in which the waiver is granted.
5. Participants are not eligible for student benefits.
6. Each employee must secure approval of the supervisor for release time to attend the course sessions, or make appropriate arrangements with the supervisor to reschedule the employee’s work hours to accommodate the course schedule.

Tentatively Agreed To:

For the Union: [Signature]  
Date: 6/5/19

For the Employer: [Signature]  
Date: 6/5/19
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 months (plus a twelve 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 his/her own personnel file for review in the office upon written request to the Associate Administrator for Patient Care Services or Clinic Administrator or designee or appropriate Department Director or designee. The Employer may remove any documents in a probationary employee’s file which were obtained through assurances of confidentiality to a third party at the time of original appointment.

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

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

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 his/her work performance in accordance with appropriate standards of practice as needed or through the performance evaluation mechanism.

A copy of the evaluation shall be given to the employee.
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 - Airlift Northwest #1 “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 UW Care Link
services, through which employees may seek confidential assistance in the resolution of
chemical dependency or other problems which may impact job performance, 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.

Airlift Northwest will discuss usage of float pool through the Joint Labor Management
process.

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

Airlift Northwest Registered Nurses – See Article 47 - Airlift Northwest #2 "Mileage" for
mileage reimbursement.

14.10 Employment Information. The Employer will inform in writing the A written form will be used
to specify initial conditions of hiring, (including number of hours to be worked, rate of pay,
unit and shift).

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

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

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 Health Care Specialists 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.

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.

1. 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).
2. 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).

3. The Committee will determine its chair and the quorum needed to have meetings.

4. The daily matrix and actual staffing postings will be collected and delivered to the Committee for review.

5. 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.

6. 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.

7. 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.

8. The Committee's work will include overseeing the posting of the staffing plans in accordance with the law.

9. 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 his or her concerns on nurse staffing.

10. The primary responsibility of the Committee shall include:

   (a) 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:

   (i) Census, including total numbers of patients on the unit on each shift and activity such as patient discharges, admissions, and transfers;

   (ii) Level of intensity of all patients and nature of the care to be delivered on each shift;

   (iii) Skill mix;

   (iv) Level of experience and specialty certification or training of nursing personnel providing care;
(v) The need for specialized or intensive equipment;

(vi) 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

(vii) Staffing guidelines adopted or published by national nursing professional associations, specialty nursing organizations, and other health professional organizations;

(viii) Hospital finances and resources may be taken into account in the development of the nurse staffing plan.

(b) 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;

(c) 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. The Medical Center intends to correct payroll errors as soon as possible but will correct payroll errors of $50.00 or more within 5-7 working days.

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.

Tentatively Agreed To:

For the Union:  

[Signature]  

Date: 6/5/19

For the Employer:  

[Signature]  

Date: 6/5/19
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 Technologist/Diagnostic Medical Sonographer/Nuclear Med Tech 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.

Cardiac Sonographer and Vascular Sonographer Committee – One (1) representative from each of the three (3) working areas plus one (1) union representative.

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

Health Care Specialist 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.

Imaging Technologist Supervisor and Imaging Technologist Education QA – Two (2) representatives, and a Union representative.

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 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) days in advance of the meeting. If
agenda items are not provided at least seven (7) days in advance of the meeting either
day 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 working hours without loss of pay to
participate in a Union training program. Each current employee Labor/Management
Committee member who has taken the initial six hour training course shall be allowed a
maximum of four hours in each subsequent year to attend refresher courses sponsored
by the Union.

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, which is a subcommittee of the Nurse Practice
Committee. Both Union designated employees are also members of the Nurse Practice
Committee. The Committee will discuss issues raised by its members and mutually
develop projects to work on. Reports from the Recruitment and Retention Committee will
go to the Nurse Practice Committee and the Joint Labor/Management Committee.

15.3 Nurse Practice Committee(s). The Union may designate an employee representative to
the Nurse Practice Committee(s).

15.4 HMC Health and Safety Committee. Two employee representatives designated by the
Union shall serve as members of the HMC Health and Safety Committee.

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

15.6 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.

15.7 Committee Work. All time spent by employees on Employer established committees and
committees mentioned in this contract (including side letters) shall be considered time
worked and shall be paid at the 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.

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

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

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

15.9 Multi-disciplinary Meetings. When an issue/subject arises that would be best addressed through a Joint Labor Management meeting involving members from more than one bargaining unit represented by the Union, either party may request such a meeting. The 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.

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<tr>
<th>Tentatively Agreed To:</th>
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<tr>
<td>For the Union:</td>
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<tr>
<td>Ami Lea Smith</td>
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<tr>
<td>Date: 6/24/19</td>
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<tr>
<td>For the Employer:</td>
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<td>D. El</td>
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<tr>
<td>Date: 6/24/19</td>
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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:
American Heritage Day
(Presidents’ Day)
Memorial Day
Independence Day
Labor Day
Veteran’s Day
Thanksgiving Day
Day After Thanksgiving
Native 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 is allowed to use compensatory time, holiday credit, vacation leave time off, or leave without pay, 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 his or her department with different funding sources or,
2. Transfers to a position in another department.

16.3 Personal Holiday.

(1) Each employee may select one personal holiday each calendar year in accordance with the following:

(a) The employee has been continuously employed by the institution for more than four (4) months;
(b) The employee has given not less than fourteen (14) calendar days written notice to the supervisor; provided, however, the employee and the supervisor may agree upon an earlier date; and
(c) The number of employees selecting a particular day off does not prevent providing continued public service.

(2) It is the employee’s responsibility to schedule the Personal Holiday before December 31st, if not requested it is forfeited.

(3) Entitlement to the holiday will not lapse when it is cancelled by the Employer and cannot be rescheduled before December 31st.

(4) 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 leave without pay/unpaid time off.

(5) Part-time employees shall be entitled to a pro-rated number of paid hours on a Personal Holiday based on their FTE.
Tentatively Agreed To:

For the Union:  

Amelia Smith  

Date: 6/5/19

For the Employer:  

[Signature]  

Date: 6/5/19
ARTICLE 17 – VACATION SCHEDULE

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

<table>
<thead>
<tr>
<th>During</th>
<th>Paid Vacation Days</th>
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<tbody>
<tr>
<td>1st year</td>
<td>12</td>
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<tr>
<td>2nd year</td>
<td>13</td>
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<tr>
<td>3rd and 4th years</td>
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<td>5th - 9th years</td>
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<td>15th year</td>
<td>21</td>
</tr>
<tr>
<td>16th year</td>
<td>22</td>
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</tbody>
</table>

17.2 Vacation LeaveTime Off - Use.

(1) An employee bringing an accrued balance from another state agency may use the previously accrued vacation leavetime off during the institutional probationary or trial service period.

(2) All requests for vacation leavetime 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.

(3) Vacation leavetime 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, leaveabsences will be scheduled in accordance with the wishes of the employee in any amount up to the totalbalance of his/her the employee’s accrued time off earned leave credits.

(4) Paid vacation leavetime 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.

(5) All requests for vacation leave will receive a response from the employing department within 4 weeks or less of the request.

17.3 Vacation LeaveTime Off - Accumulation-Excess.

Vacation leavetime credittime off may be accumulated to a maximum of thirty working days (240 hours). However, there are two methods which allow vacation leave to be accumulated above the maximum:
(1) If an employee’s request for vacation leave is denied by the employing official, then
the maximum of thirty (30) working days accrual shall be extended for each month
that the leave is deferred provided a statement of necessity justifying the denial is
approved by the Personnel Officer.

(2) As an alternative to subsection (1) of this section, employees may also accumulate
vacation leave in excess of thirty days as follows:

(a) An employee may accumulate the vacation leave time off days between the
time thirty (30) days is accrued and his/her the Time Off Service Date
(anniversary date of state employment).

(b) Such accumulated leave 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.

(c) Such leave credit accumulated shall never, regardless of circumstances, be
deferred by the employing institution/agency by filing a statement of necessity
described in subsection (1) of this section.

17.4 Vacation Leave Time Off - 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. In the case of
voluntary resignation, an employee may be required to provide fourteen (14) calendar
days’ notice to qualify for such lump sum cash payment. Vacation 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 may 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 his or her 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.
Tentatively Agreed To:

For the Union:  

[Signature]

Date: 7/12/19

For the Employer:

[Signature]

Date: 7/12/19
ARTICLE 18 – SICK TIME OFF LEAVE

18.1 Sick Leave Time Off - Accrual.

Full-time classified employees (pro-rated for part-time) shall accrue eight (8) hours of sick leave credit time off for each month of completed classified service. Paid sick leave time off may not be used in advance of accrual. Sick leave accrues at a rate of one (1) hour for every 40 hours worked when leave without pay exceeds eighty (80) hours (pro-rated for part-time) in any calendar month.

18.2 Sick Leave - Use.

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

(a) Because of and during illness, disability or injury which has incapacitated the employee from performing required duties

(b) By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.

(c) Because of a health condition of a family member that requires treatment or supervision or that requires the presence of the employee to make arrangements for extended care. The Employer may authorize sick leave use as provided in this subsection for other than family members. The applicability of "emergency," "necessary care" and "extended care" shall be made by the Employer.

(d) To provide emergency child care for the employee’s child. Such use of sick leave is limited to twenty-four (24) hours (pro-rated for part-time) in any calendar year, unless extended by the Employer, and shall be used only as specified in Article 25.

(e) Because of a family member’s death that requires the assistance of the employee in making arrangements for interment of the deceased.

(f) For personal medical, dental, or optical appointments or for family members’ appointments when the presence of the employee is required, if arranged in advance with the employing official or designee.

(2) Sick leave may be granted for condolence or bereavement.

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 Leave Time Off - Compensation for.

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

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

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

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

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

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

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

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

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 hours in advance of the scheduled shift if unable to report for duty as scheduled.

18.6 Reemployed Former Employees. Former employees who are re-employed within three (3) years of their separation from service shall be granted all unused sick leave credits, if any, to which they were entitled at time of separation.

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

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

18.9 No Arbitrary Denial of Sick LeaveTime Off. The parties agree that neither the abuse nor the arbitrary denial of sick leavetime 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.

Tentatively Agreed To:

For the Union: [Signature]
Date: 6/5/19

For the Employer: [Signature]
Date: 6/5/19
ARTICLE 19 – JOB POSTING & TRANSFER

19.1 Registered Nurses—Requests for a different shift, schedule, or assignment in the nurseemployee's present unit/department should be submitted to the nurseemployee'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 nurse's employee's length of service shall be a consideration on 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 calendar days in the unit/department, the Nursing and Outpatient Clinic Administrative Office and the Medical Centers Human Resources Office.

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

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

19.3 Health Care Specialists and Social Workers—Requests for a different shift/assignment/department in the employee’s present unit should be submitted to the employee's immediate supervisor in writing.

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

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

Applications for promotions should be submitted on the University's Employment Website during the period of official posting. Promotional openings will be posted or emailed internally for a minimum of seven calendar days on the unit, the Administrative Office and the Medical Centers Human Resources.

19.4 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 his/her 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.

Tentatively Agreed To:

For the Union:  

Amber Smith  

Date: 6/25/19

For the Employer:  

Date: 6/25/19
ARTICLE 20 – MISCELLANEOUS LEAVE

20.1 Leave Without PayUnpaid 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. **Leave without pay** **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 **leave without pay** **unpaid** status for more than eighty (80) hours in a month (pro-rated for their FTE) their increment** **progression start** date will be adjusted by one (1) month, and they will not accrue sick leave or vacation leave** **time off**.

20.2 Leave without pay** **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 Leave without pay** **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 Leave without PayUnpaid time off:

Employees must submit any request for leave without pay** **unpaid time off** in writing when feasible prior to the leave being used. Except as required by law, a request for leave without pay** **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 leave** **absence**
c. The leave without pay** **unpaid time off** must not, in the discretion of the University, interfere with operational needs.

20.5 Cancellation of Leave Without PayUnpaid Absence. The Employer may cancel an leave without pay** **unpaid absence** upon finding that the employee is using the leave** **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 leave without pay** **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 50% employee would be scheduled four (4) hours per day Monday through Friday.

20.7 Benefits During Leave. Employees are encouraged to contact the Employer's Benefits Office (phone # 206-543-2800, benefits@uw.edu) Integrated Service Center prior to any leave without pay/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 leave without pay/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, he or she 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 months of continuous employment, permission may be granted for leave of absence without pay for up to one year of study, without loss of accrued benefits. An employee shall not incur any reduction in pay when participating in an educational program at the request of the employer.

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 leavetime off has been exhausted, Leave without pay may be granted for community volunteerism or service.

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

For the Union:  
Amber Smith  
Date: 6/5/19

For the Employer:  
EC  
Date: 6/5/19
ARTICLE 21 – FAMILY AND MEDICAL LEAVE ACT (FMLA) 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. The Employer will not require the use of paid leave such that it would result in the employee having fewer than eighty (80) hours of accrued vacation leavetime off or eighty (80) hours of accrued sick leavetime off, counted separately, upon return to work. 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 up to six (6) months 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 four 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. Parental leave may extend up to six (6) months, 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. Parental leave not covered by FMLA may be a combination of the employee’s accrued vacation leave time off, sick leave 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 50% employee would be scheduled four (4) hours per day Monday through Friday.

Tentatively Agreed To:

For the Union: [Signature]
Date: 6/20/2019

For the Employer: [Signature]
Date: 6/20/19
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.

Tentatively Agreed To:

For the Union:  
Amla Smith  
Date: 5/23/2019

For the Employer:  
5. E.L.  
Date: 5-30-19
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 his/her 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.

Tentatively Agreed To:

For the Union:  
[Signature]
Date: 5/23/2019

For the Employer:  
[Signature]
Date: 5/30/19
ARTICLE 24 – UNPAID HOLIDAYS FOR A REASON OF FAITH OR CONSCIENCE

Leave without pay will be granted for a reason of faith or conscience for up to two (2) workdays per calendar year as provided below.

a) Leave without pay 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.

b) The Employer will allow an employee to use compensatory time, holiday credit, personal holiday or vacation leave in lieu of leave without pay. All requests to use compensatory time, holiday credit, personal holiday or vacation leave requests must indicate the leave is being used in lieu of leave without pay for a reason of faith or conscience. An employee's personal holiday must be used in full workday increments.

c) An employee's seniority date, progression start date, probationary period or trial service period will not be affected by leave without pay taken for a reason of faith or conscience.

d) 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.

Tentatively Agreed To:

For the Union:  

Amber Smith  

Date: 6/5/19

For the Employer:  

Date: 6/5/19
ARTICLE 25 – LEAVE DUE TO CHILD-FAMILY CARE EMERGENCIES

A. There are two 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.

A-B. An employee who is unable to report for or remain at work due to a child/family care
emergency may use compensatory time, vacation leave time off, sick leave time off,
personal holiday, or leave without pay/unpaid time off up to a maximum of three (3) days
per calendar year, and 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.

B-C. Accrued sick leave may be used when the employee’s child’s school or day care has
been closed by a public health official for any health related reason.

Tentatively Agreed To:

For the Union:  

[Signature]

Date: 5/30/2019

For the Employer:  

[Signature]

Date: 5-30-19
ARTICLE 26 – CIVIL/JURY DUTY TIME OFF LEAVE AND BEREAVEMENT LEAVE TIME OFF

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

26.1 Civil Duty. Leave with pay (Paid time off) will be granted for jury duty. Leave with pay (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 he/she becomes aware of the need for a civil duty leave 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 Leave Time Off. An employee shall be granted up to three (3) continuous or non-continuous days of bereavement leave (Leavetime off), as requested by the employee, for each death of a family member. Bereavement leave 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 leave without pay (Unpaid time off).

Family Member is defined in Article 18 Sick Leave.

Tentatively Agreed To:

For the Union:  
Annie Smith  
Date: 6/5/19

For the Employer:  

Date: 6/5/19
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.

Domestic Violence Leave. Pursuant to state law, if an employee or family member is a victim of domestic violence, sexual assault or stalking, the employee may take reasonable leave from work, intermittent leave or leave on a reduced leave schedule to take care of legal or law enforcement needs to ensure the employee’s or family member’s health and safety. In addition, leave may be taken by the employee to seek medical treatment, mental health counseling and social services assistance for the employee or the employee’s family member.

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 her/his/their accrued leave time off or unpaid leave 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.

Tentatively Agreed To:

For the Union: __________________________________________________________________________
  enu  Smth
   Date: 6/30/2019

For the Employer: _______________________________________________________________________
   Date: 6/30/19
ARTICLE 28 – HEALTH INSURANCE AND PENSION

28.1

A. For the 2017-2019-2021 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected health care medical premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). The projected health care medical premium is the weighted average across all plans, across all tiers.

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

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

Value-based benefits designs will:
1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
2. Use clinical evidence; and
3. Be the decision of the PEBB Board.

C. Article 46.1 (B) will expire June 30, 2019-2021.

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

28.32 A. The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.

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

28.43 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.

C. 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 who register for the Smart Health Program and complete
the Well-Being Assessment will be eligible to receive a twenty-five dollar
($25) gift certificate each calendar year. In addition, 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 PEB 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 2020 and again in January 2021, 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 28.7(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 fifty thousand four dollars ($50,004) 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.

Agreed To:

For the Union:

[Signature]

Date: 6/5/19

For the Employer:

[Signature]

Date: 6/5/19
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 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 leave-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 his or her 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 5 years in addition to any time covered by the provisions of Section 36.1. 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 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 complete follow the Military Leave of absence Request Form 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 his her 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.

Tentatively Agreed To:

For the Union: [Signature]  
Date: 6/5/19

For the Employer: [Signature]  
Date: 6/5/19
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 leave time off.

30.2 Employees taking sick leave time off during a period in which they receive worker’s compensation under the industrial insurance provisions for a work related illness or injury shall receive full sick leave time off pay, less any industrial insurance payments for time loss during the sick leave time off period.

(a) Until eligibility for worker’s compensation is determined by the Department of Labor and Industries, the institution may pay full sick leave time off, provided that the employee shall return any overpayment to the institution when the salary adjustment is determined.

(b) Sick leave time off hours charged to an employee who receives worker’s compensation, as a result of the time loss shall be proportionate to that portion of the employee’s salary paid by the institution during the claim period.

30.3 During a period when an employee receives pay for vacation leave 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.

30.4 When an employee receives worker’s compensation payment for time loss and is on leave without pay, no deductions will be made for the industrial insurance payment.

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

30.6 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.

Tentatively Agreed To:

For the Union: [Signature]  Date: 6/5/19

For the Employer: [Signature]  Date: 6/5/19
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 shall refer PPD converters for appropriate medical treatment at no cost to the employee.

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

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

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

31.5 Medical Devices. Employees wishing to suggest additional safety equipment or to raise issues with regard to current equipment (e.g. availability, training needs, effectiveness)
are encouraged to raise such suggestions through management or with appropriate committees - Nursing QA & I, Health and Safety, Infection Control, or Product Evaluation.

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

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

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

31.7 Exposure Control.

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

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

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

31.9 Prevention of Workplace Violence. HMC's Environment of Care Committee has a subcommittee on Workplace Violence Prevention. SEIU 1199NW will appoint two (2) members to serve on this committee. All time spent by members on this Committee shall be paid per Article 15.7 (Committee Work).

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

31.10 ALNW Safety Committee – see Article 47 – Airlift Northwest #3 "ALNW Safety Committee".
Tentatively Agreed To:

For the Union:  

[Signature]  

Date:  5/23/2019

For the Employer:  

[Signature]  

Date:  5-30-19
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.

Tentatively Agreed To:

For the Union:  
[Signature]  
Date: 5/23/2019

For the Employer:  
[Signature]  
Date: 5-30-19
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.

Tentatively Agreed To:

For the Union:  
Amy Smith  
Date: 5/30/2019

For the Employer:  
P. El  
Date: 5-30-19
ARTICLE 34 – DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2019-2021, or upon ratification, whichever is later, and shall remain in full force and effect until June 30, 2021. Automatic renewal shall extend the terms of the Agreement for one year at a time, unless either party serves the other with written notice at least one hundred twenty (120) calendar days prior to the anniversary date of its intent to negotiate a new Agreement. Should such notice be served, bargaining shall commence within thirty (30) days following the date of the notice for the purpose of negotiating a new Agreement.

Tentatively Agreed To:

For the Union:  

Ander Smith  

Date: 6/5/19

For the Employer:

Date: 6/5/19
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.

Tentatively Agreed To:

For the Union:  
Auken Smith  
Date: 5/30/2019

For the Employer:  
[Signature]  
Date: 5-30-19
ARTICLE 36 – CORRECTIVE ACTION/DISMISSAL PROCESS AND/OR RESIGNATION

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 his or her 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.
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.

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 his/her 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 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.

36.7 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.

36.8 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.

36.9 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.

Agreed To:

For the Union:  

For the Employer:  

Date: 10/20/2019  

Date: 4/20/19
ARTICLE 37 – TEMPORARY EMPLOYEES

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

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

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

37.2 Represented Per Diem Registered Nurses. Only the following language in this article applies to the Represented Per Diem Registered Nurses at Harborview Medical Center and shall constitute the whole agreement between the union and the University regarding these employees.

- Job Classes: Registered Nurse Bargaining Unit:
  a. (890321034) Registered Nurse 2 (Per Diem)
  b. (21035) Registered Nurse 3
  c. (21038) Flight Nurse
  d. (2139) Flight Nurse, Senior

37.3 Definition. The term Represented Per Diem Registered Nurse shall mean an hourly paid Registered Nurse doing SEIU 1199NW bargaining unit work for at least three hundred fifty (350) hours in the previous twelve (12) month period and who does not hold dual appointments. Once the employee works at least three hundred fifty (350) hours the employee remains a Represented Per Diem Registered Nurse until the end of the first twelve-month period in which the employee does not work at least three hundred fifty (350) hours in a twelve (12) consecutive month period from the date of hire. An employee who has not worked sufficient hours to remain a Represented Per Diem Nurse is excluded from the bargaining unit until the employee again works at least three hundred fifty (350) hours in a twelve (12) month period from the original date of hire.

37.4 HOURS OF WORK AND OVERTIME

The Employer will not utilize Per Diem nurses in lieu of filling a funded vacant position.

A. Employment Information. A written form will be used to specify initial conditions of hiring (including rate of pay, unit and shift). Upon request to their immediate supervisor, employees will be given written confirmation of a change in status or separation in accordance with University of Washington policy.

B. 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.

C. **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.

D. **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.

E. **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.

F. **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.

37.5 **COMPENSATION AND PREMIUM PAY.**

All per diem hourly Nurses under this Article shall be paid an hourly rate that falls within the salary range for the job that best fits the bargaining unit work. The Employer will continue its current practices related to per diem compensation and premium pay. Per diem nurses who have worked at least 1872 hours at the regular rate of pay (equivalent to 90% FTE) in a per diem role since their last increment equivalent salary increase or since beginning their current per diem appointment (only per diem hours worked since January 1, 2013 would count toward this calculation), but no more frequently than once every twelve (12) months, may request a salary increase. If the review determines that 1872 hours were worked since the last increment equivalent salary increase, the salary increase will be granted effective the date of the request.

A. **Shift Premium.** Employees assigned to work the second-evening (3:00 pm – 11:00 pm) shift shall be paid a shift differential in accordance to Section G of this agreement over the hourly contract rates of pay. Employees assigned to work the third-night shift (11:00 pm – 7:00 am) shall be paid a shift differential in accordance to Section G 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.

B. **Charge Nurse.** A per diem 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.

C. Certification. 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.

D. Standby Premium. Off-duty standby assignments shall be determined in advance by supervision. Volunteers will be used for standby assignment when practicable. Standby premiums for employees placed on standby off the hospital premises are in Section G of this agreement.

E. Preceptor. A per diem Registered Nurse 2 may serve as a preceptor after successfully completing a preceptor workshop or equivalent documented training and agreeing to and being appointed to be specifically responsible for planning, organizing, and evaluating the new skill development of one or more RNs 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 per diem RN 2 preceptor is eligible to receive preceptor premium pay when actually engaged in preceptor role responsibilities with/on behalf of the orienting RN.

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

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.

F. Training. Per diem 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. Per diem
Registered Nurses may attend in house education offered by the employer without cost
when it is also without cost for classified staff.

G. PREMIUMS

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Effective July 1, 2020:

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37.6 ENDING EMPLOYMENT. Nurses 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.

A. 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 per diem appointment terminated. Nurses who have not
worked for six (6) consecutive months will automatically have their per diem appointment
terminated and must reapply to be considered for per-diem/hourly status.

B. Assignment of hours or continuation of employment is at the discretion of the Employer
and is not grievable. Upon request by the employee, a meeting to explain such action
shall be held with a representative of the Employer.

C. Nurses out of compliance with the above minimums may have their per diem
appointment terminated. Notwithstanding the above, if a Harborview Per Diem nurse
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.

D. Except as provided below, Harborview per diem nurses who are employed as of
December 31, 2019 shall not be terminated except for just cause. Newly hired
Harborview per diem nurses who are employed on January 1, 2020 or later who work a
cumulative 1,872 non-overtime hours or more from their date of hire in continuous
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.E.____
37.7 SICK LEAVETIME OFF.

A. Employees will accrue one (1) hour of sick leave-time off for every forty (40) hours worked (0.025 per hour).

B. Sick leave-time off accrues at the end of the month and is available for use the following month.

C. Accrued sick leave-time off may be used
   1) in accordance with Article 18.2, 18.3, 18.5 and 18.9;
   2) for the suspension of operations when the employee’s workplace has been closed by a public health official for any health related reason; and
   3) when the employee’s child’s school or day care has been closed by a public health official for any health related reason.

D. Carryover and Separation: Employees may only carryover a maximum of forty (40) hours of accrued sick leave each calendar year. Accrued sick leave-time off is not paid at separation.

E. Paid sick leave-time off will not count as work hours for the purpose of calculating overtime.

37.8 OTHER PROVISIONS. The Following Articles in this Agreement apply to Registered Nurses:

- 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 (non-corrective action only)
- Article 40 Mandatory Subjects
- 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 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)
1. 14.7 – Floating
2. 14.8 – Float Pools – Nurses
3. 14.11 – Staff Meetings (except Airlift Northwest paragraph)
4. 14.12 – Delegation of Nursing Care
5. 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 36—Corrective Action
Only the following section of Article 36 applies, as described below:
Representation: Section 36.2 A and 36.2 B Only

Tentatively Agreed To:

For the Union:
[Signature]
Date: 7/12/19

For the Employer:
[Signature]
Date: 7/12/19
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. 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, unpaid faith/conscience days and worker’s compensation leaves of absence. Ties in seniority within Airlift Northwest will be broken using the following tiebreakers in order:

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

Time spent on leave of absence without pay or on the rehire list shall not be included in computing seniority (layoff or non-layoff seniority) but does not constitute a break in service.

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

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 per diem and hourly staff in the layoff unit. The Employer will also seek volunteers in the layoff unit impacted who are willing to be reassigned or to be laid off in lieu of the employee(s) whose position is identified to be eliminated. Individuals who volunteer to be laid off will not have a displacement option but will retain the right to be placed on the rehire list.

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 he or she meets 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 22.12 (2).

(b) the opportunity to replace the least senior employee in the affected job class within the unit or department or base and in an FTE status within .2 FTE;

(c) the opportunity to replace the least senior employee in their clinical group (see Appendix XI);

(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 and within .2 FTE.

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 38.1.
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:

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

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

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.

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:

1. If placement does not occur within twenty-four (24) months;
2. If the employee refuses two (2) offers of placement for a position having the same pay, shift and is within .2 FTE of the position from which the employee was laid off. In such case, the employee will be removed from all other rehire lists and will have exhausted all rehire rights;
(3) If the employee was placed into two (2) vacant positions for which the employee has failed to complete the rehire trial period;

(4) If the employee accepts an offer of placement and completes the rehire trial service period;

(5) Employees who reject one (1) offer of placement from a list for a position in a classification other than that from which the employee was laid off will be removed from that list.

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

(1) 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;

(2) 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 positions within Airlift Northwest;

(3) 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;

(4) Removal from the Harborview Medical Center Registered Nurse rehire list will not affect a nurse's status on the Airlift Northwest rehire list.

38.13 Other Layoff and Rehire Issues

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

Rehire Wages and Progression Start Increment Date. When employees are rehired from layoff status, the periodic increment progression start date and annual leave accrual datemonths 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 hourly
and per diem work. Acceptance of such work will not affect an employee's recall rights. Preference shall be handled in accordance with the following:

(a) The employee must specifically request the work in advance and must follow all Harborview Medical Center policies and procedures regarding hourly work.

(b) Employees on a rehire list who meet the requirements of (a) above will have preference for hourly work assignments when the schedules are developed.

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

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.

38.15 Base-Closure — Airlift Northwest Bargaining Unit. 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:

1) 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.

2) in order of seniority, nurses from the base being closed will be offered the opportunity to displace any junior nurse in the bump pool.
3) 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 22—Seniority, Layoff, Rehire.

4) Nurses displaced as a result of #2 above, will be placed on the rehire list and will not have the opportunity to displace a less senior nurse.

38.16 Day Basing—Airlift Northwest Bargaining Unit. 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 60 days' notice and agrees to discuss the impact at a JLM meeting.

Tentatively Agreed To:

For the Union: ____________________________

[Signature]

Date: 6/20/2019

For the Employer: ____________________________

[Signature]

Date: 7/20/19
ARTICLE 39 – RESIGNATION

39.1 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.

Tentatively Agreed To:

For the Union: 

[Signature]

Date: 6/30/2019

For the Employer:

[Signature]

Date: 6/20/19
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.

27.1 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 27.

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.

27.2 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, annual-leave, 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.
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<tr>
<td><strong>Amber Smith</strong></td>
</tr>
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ARTICLE 41 – NEW EMPLOYEE ORIENTATION

A. 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.

A-B. 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.

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

D. For employees hired into the bargaining unit who do not attend the orientation described in A 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.

Tentatively Agreed To:

For the Union: [Signature]
Date: 6/25/19

For the Employer: [Signature]
Date: 6/25/19
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

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 his or her 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 leave instead of unpaid time off leave without pay for A above. However, employees must use compensatory time and holiday credit prior to
their use of vacation time off leave, unless the use would result in the loss of their vacation time off leave.

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 granted on a leave of absence leave without pay will be placed on a Monday through Friday work schedule (pro-rated to their FTE) on their permanent shift. For example a 50% employee would be scheduled four (4) per day Monday through Friday. When an employee is in leave without pay 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) Health Care Specialist 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 steward 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.

---

Tentatively Agreed To:

For the Union:  

\[\text{\underline{Amber Smith}}\]  

Date: 6/15/19

For the Employer:  

\[\text{\underline{[Signature]}}\]  

Date: 6/15/19
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 to five registered nurses to be eligible for a leave of absence not to exceed six months following completion of four years of unbroken service as an RN at HMC. Participants in the program shall use vacation, holiday credit, or compensatory leave-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.

Tentatively Agreed To:

For the Union: ____________________________

Amber Smith

Date: 6/5/19

For the Employer: ____________________________

Date: 6/5/19
ARTICLE 44 – CLASSIFICATIONS AND RECLASSIFICATION

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 periodic increment date of the employee will remain unchanged.

(c) Within thirty (30) calendar days following implementation of the University’s decision to create or combine classifications, or modify class specifications for bargaining unit positions, the Union may file an appeal with the Classification Review Hearing Officer selected under Article 20 of this contract, to determine if the salary assigned to the classification is appropriate.

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

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

RECLASSIFICATION

44.3 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 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.

Tentatively Agreed To:

For the Union:  
Amur Smith  
Date: 5/30/2019

For the Employer:  
Date: 5-30-19
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, s/he shall receive credit based on the above definition on the basis of two (2) years of LPN experience to equal one (1) year of RN experience.

Health Care Specialists. 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 HCS 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 HCS new hire has previous medical/nursing/health care experience, s/he the employee shall receive credit based on the criteria located in Appendix IX 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 step on the employee’s progression start periodic increment date until the employee has reached the top step of the appropriate salary range. For purposes of periodic salary step increases, the progression start periodic increment date will be determined as follows:

(a) The first of the current month for actions occurring between the first and the fifteenth of the month; or,

(b) The first of the following month for actions occurring between the sixteenth and the end of the month.

When a leave of absence without pay exceeds ten (10) working days in any calendar month or eighty (80) hours in a calendar month, prorated, the progression start periodic increment date will be extended by one (1) month. Leaves of absence for Worker’s Compensation, military service, as a result of a cyclic year position, unpaid time off for faith or conscience, or for the purpose of formal collective bargaining sessions, will not alter the progression start periodic increment date.
When an employee returns from layoff status, the progression start periodic increment date will be reestablished and extended by an amount of time equal to the period of layoff to give credit for time served in a salary step prior to layoff.

When a progression start periodic increment date coincides with a promotional date, the appointment to a new salary range, and/or a market adjustment, the progression start periodic increment 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 second-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 third-night shift (11:00 pm – 7:00 am) shall be paid a shift differential in accordance to Appendix III 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 second-(evening) or third-(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 leave will receive the shift premium if the employee has a permanent work shift designation of evening or night assigned to the employee's permanent schedule.

This section shall have no effect on the Airlift Northwest bargaining unit; current practice shall apply.

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 1/2) hours. **Call back from standby does not apply until after 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, **he/she/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 1/2) 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 to a Higher Position.** Whenever an employee is temporarily assigned in writing by the Employer to regularly perform the principal duties of a higher level position for a period of five or more scheduled working days within the employee's standard work period as specified in Article 9.2, **he/she/she** shall be compensated at a salary which represents a two-step increase beyond the employee's current step for such period of assignment. Said increase shall be paid beginning with the first day and to include the days working such assignment. Such assignments must be by mutual agreement.

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

1. **Modality Pay 1** - For staff actively participating in a new training program for a new modality.
2. **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 40% in the second modality, the premium pay will be for all hours worked. Where the employee is scheduled for less than 40% in the second modality, the premium will apply for all hours worked in a shift.
3. **Modality Pay 3** - for staff assigned as a preceptor to other staff.

45.10 **Float Pay.** 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 float pay.

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, 2017, 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, 2017. Effective July 1, 2017, each employee will continue to be assigned to the same Salary Range and Step that he or she was assigned on June 30, 2017 unless otherwise agreed. Employees who are paid above the maximum for their range on June
30, 20192017 will continue to be paid above the maximum range on July 1, 20192017 unless otherwise agreed.

B. Effective on the first available pay period following ratification as determined by the Employer, all Salary Ranges described in Section A above will be increased by two percent (2%). This increase will be based upon the salary schedule in effect on June 30, 20172019.

C. Effective July 1, 20202048, all Salary Ranges described in Section A will be increased by an additional two percent (2%). This increase will be based upon the salary schedule in effect on June 30, 20202048.

D. Effective January 1, 2019, all Salary Ranges described in Section A above will be increased by an additional two percent (2%). This increase will be based upon the salary schedule in effect on December 31, 2018.

E. 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.

PREMIUMS

Registered Nurse Bargaining Unit/ALNW Bargaining Unit

<table>
<thead>
<tr>
<th>Premium</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evening shift differential</td>
<td>$2.50</td>
</tr>
<tr>
<td>Night shift differential</td>
<td>$4.00</td>
</tr>
<tr>
<td>Standby Pay</td>
<td>$4.00</td>
</tr>
<tr>
<td>Weekend</td>
<td>$4.00</td>
</tr>
<tr>
<td>Preceptor</td>
<td>$1.50</td>
</tr>
<tr>
<td>Certification</td>
<td>$1.00</td>
</tr>
<tr>
<td>Float premium (Does not apply to ALNW unit)</td>
<td>$3.75</td>
</tr>
<tr>
<td>Charge</td>
<td>$2.25</td>
</tr>
</tbody>
</table>

**Effective July 1, 2020:**

<table>
<thead>
<tr>
<th>Certification</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1.25</td>
</tr>
</tbody>
</table>

Social Worker/Dietitian and Health Care Specialist Bargaining Units

<table>
<thead>
<tr>
<th>Premium</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evening shift differential:</td>
<td></td>
</tr>
<tr>
<td>Social Worker Unit</td>
<td>$1.50</td>
</tr>
<tr>
<td>Health Care Specialist Unit</td>
<td>$2.50</td>
</tr>
<tr>
<td>Night shift differential:</td>
<td></td>
</tr>
<tr>
<td>Social Worker Unit</td>
<td>$2.25</td>
</tr>
<tr>
<td>Health Care Specialist Unit</td>
<td>$4.00</td>
</tr>
<tr>
<td>Standby pay:</td>
<td></td>
</tr>
<tr>
<td>$3,003.75</td>
<td></td>
</tr>
<tr>
<td>Weekend:</td>
<td></td>
</tr>
<tr>
<td>Social Worker Unit</td>
<td>$1.50</td>
</tr>
<tr>
<td>Health Care Specialist Unit</td>
<td>$4.00</td>
</tr>
<tr>
<td>Preceptor:</td>
<td></td>
</tr>
<tr>
<td>Social Worker 1</td>
<td>$1.50</td>
</tr>
<tr>
<td>Health Care Specialist Unit</td>
<td>$1.50</td>
</tr>
</tbody>
</table>
Social Worker Weekend Coordinator: $2.00
License pay: Social Worker Unit $1.50
Certification Pay: Health Care Specialist Unit $1.00

**Effective July 1, 2020:**
Certification $1.25
Social Worker
Evening shift differential: $2.00
Night shift differential: $2.75
Weekend: $2.50

**Professional/Technical Bargaining Unit**

Evening shift differential: $1.50
Night shift differential: $2.25
Standby pay: $3,003.75
Weekend: $1.50
Certification: $1.00
Substitute lead: $2.00
Modality Pay 1 $1.25
Modality Pay 2 $1.50
Modality Pay 3 $1.75

**Effective July 1, 2018:**
Standby Pay: $3.75

**Effective July 1, 2020:**
Certification $1.25
Evening shift differential: $2.00
Night shift differential: $2.75
Weekend: $2.50

**Imaging Technologist Supervisor Bargaining Unit**

Evening shift differential: $1.50
Night shift differential: $2.25
Standby pay: $3,003.75
Weekend: $1.50
Certification: $1.00
Substitute lead: $2.00
Modality Pay 1 $1.25
Modality Pay 2 $1.50
Modality Pay 3 $1.75
### Effective July 1, 2020:
- Certification: $1.25
- Evening shift differential: $2.00
- Night shift differential: $2.75
- Weekend: $2.50

### Respiratory Care Practitioner / Anesthesiology Technician / END Technologist

**Bargaining Unit**

- Evening shift differential: $1.50
- Night shift differential: $2.25
- Standby pay: $3,003.75
- Weekend: $1.50
- Substitute lead: $2.00
- Certification Pay: $1.00
- Preceptor: $1.50

**Effective July 1, 2018:**
- Standby Pay: $3.75

**Effective July 1, 2020:**
- Certification: $1.25
- Evening shift differential: $2.00
- Night shift differential: $2.75
- Weekend: $2.50

### Pharmacy Technical Bargaining Unit

- Standby pay: $3,003.75
- Evening shift differential: $1.50
- Night shift differential: $2.25
- Weekend: $1.50

**Effective July 1, 2020:**
- 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 **her/his/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, Health Care Specialist, Social Worker, 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 RNs, Health Care
Specialists, Social Workers, END Technologists, Respiratory Care Practitioners or
Anesthesia Technicians 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 RN 2, Health Care Specialist, Social Worker, END Technologist, Respiratory Care
Practitioner or Anesthesia Technician preceptor is eligible to receive preceptor premium
pay when actually engaged in preceptor role responsibilities with/on behalf of the orienting
RN, Health Care Specialist, Social Worker, END Technologist, Respiratory Care
Practitioner or Anesthesia Technician.

An RN 2, Health Care Specialist, Social Worker, END Technologist, Respiratory Care
Practitioner or Anesthesia Technician 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 and apply only to regular hours worked.

**Respiratory Care Practitioners.** A Respiratory Care Practitioner 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 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.

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

II. An employee is eligible for only one certification premium regardless of other certifications the employee may have.

III. 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.

Health Care Specialists. 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 certification premium regardless of other certifications the employee may have. At least one (1) year of work experience as a Health Care Specialist 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.
Tentatively Agreed To:

For the Union:  

Amber Smith  

Date:  7/12/19

For the Employer:  

[Signature]  

Date:  7/12/19
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.

Tentatively Agreed To:

For the Union:  [Signature]
Date:  5/30/2019

For the Employer:  [Signature]
Date:  5/30/19
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
Pay Table BR
(18908) Flight Nurse
(18909) Flight Nurse, Senior
(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 one hundred and forty-four (144) hours or more but 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.

A Represented Per Diem Registered Nurse who is hired into a permanent position in the same job class without a break in service, through open recruitment may have a portion of their Represented Per Diem Registered Nurse 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.

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.

i. Any employee serving a trial service period may have his or her 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.

ii. An employee serving a trial service period may voluntarily revert to his or her
    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.

iii. In the event the former position has been filled with a permanent employee, the
     employee will be placed on the rehire list.

iv. The reversion of employees who are unsuccessful during their trial service period
     is not subject to the grievance procedure in Article 27.

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 his/her position
    without notice and without recourse to the grievance procedure. In the event the former
    position has been filled with a permanent employee, the employee will be placed on
    the rehire list.

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, Regional manager, 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 ALNW/WHMC;

(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 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.

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

Boots – boots with a protective toe shield will be provided to a value of $125.00.

Helmet – Airlift Northwest will provide a helmet.

Additional allowance – Airlift Northwest will provide up to $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.

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
When a nurse agrees to report to work at a station other than their official duty station all mileage to and from the reporting duty station will be paid at the official University rate. This includes any travel required for clinical or education not provided at one's official duty station. The employee's domicile will be the official duty station when travel commences from that location if the travel distance is less than from the official duty station. The Employer will provide mileage and meal reimbursement in accordance with University and ALNW Policy and as determined by the Employer.
47.10 **ALNW Safety Committee-TA**

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.

**Committee Make-Up:**

A. 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. A Safety Concern Form shall be created by the Committee for use by all employees. 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.

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.

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, one and a half (1 ½) hours for Olympia, two (2) hours for Bellingham, and up to two and a half (2 1/2) hours for Yakima, 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 they will receive either four (4) or eight (8) hours of pay for each day they are stuck out of town. If the employee returns in four (4) or fewer hours of their duty off time they receive four (4) hours of pay at the overtime rate of pay. If the employee returns after more than four (4) hours of their duty off time they will receive eight (8) hours of pay at the overtime rate of pay. This includes time to complete all aspects of the mission including but not limited to charting.

47.13 Official Duty Station
ALNW has seven (7) current designated bases (Arlington, Bellingham, Juneau, Olympia, Seattle, Bremerton, and Yakima). Employees will be scheduled into the base at which they are hired. ALNW will continue to evaluate community needs and may open or change bases depending on community needs and will bring any changes in working conditions and base changes to JLM for discussion. Each bargaining unit employee will be assigned an official duty station.

The following conditions will apply to nurses scheduled at bases other than Boeing Field International (BFI).
1. The Joint Labor Management Committee may review how the schedule is working.
2. 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 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 weeks prior to its implementation.

47.15 Nurse Replacement
Nurses who work an extra shift to replace nurses who do not report to work (primarily coverage for sick leave replacement) will be paid time and one half (1 1/2 X) for all hours worked based on the length of the shift of the nurse being replaced. For example, if a nurse replaces a nurse scheduled for twelve (12) hours, the nurse will receive twelve (12) hours at time and one half (1 1/2 X); if a nurse replaces a nurse scheduled for twenty-four (24) hours, the nurse will receive twenty-four (24) hours at time and one half (1 1/2 X). For hours worked beyond the twelve (12) or twenty-four (24) hours the nurse will receive double time (2X).

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.

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. Work Period
A standard work period for full-time classified employees shall consist of two hundred and forty (240) hours of work within a six (6) week period. A standard work period for part-time classified employees shall consist of a minimum of one hundred and forty-four (144) hours but less than two hundred and forty (240) hours of work within a six (6) week period. Already in Article 47.2

C.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 47.27.1. 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 prescheduled overtime during
any 40-hour work week.

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 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.

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. 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 his or her 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.
D.C. 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.

E.D 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).

F.E. 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 Daily Per-Diem

The University’s travel rules, regulations and procedures are based on state travel law, as provided in Chapter 43.03 RCW. These set travel reimbursement amounts will be paid when an employee is away from their official duty station.

47.19 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.

47.20 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. 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.

47.21 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.

47.22 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 day period starting from first day of bereavement shall be granted for each death of a family member.

47.23 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.
47.24 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.

47.25 Job Posting & Transfer ALNW Bargaining Unit. Employees/Nurses will be made aware of open bargaining unit ALNW positions prior to making those positions known to external to ALNW candidates. Employees/Nurses 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 Department/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 months, but such internal transfer may take up to nine months to occur.

47.26 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.

47.27 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.

47.28 PREMIUMS

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

Effective July 1, 2020:
Certification $1.25

47.29 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 Childcare 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 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)

Moved from Article 38 Seniority, Layoff, Rehire from main SEIU 1199 CBA
47.XX  **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:

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

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

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

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

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

1) 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;

2) 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 positions within Airlift Northwest;

3) 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;

4) Removal from the Harborview Medical Center Registered Nurse rehire list will not affect a nurse’s status on the Airlift Northwest rehire list.

47.X 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:

1) 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.

2) in order of seniority, nurses from the base being closed will be offered the opportunity to displace any junior nurse in the bump pool.

3) 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 22 – Seniority, Layoff, Rehire.

4) Nurses displaced as a result of #2 above, will be placed on the rehire list and will not have the opportunity to displace a less senior nurse.

47.X 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 60 days’ notice and agrees to discuss the impact at a JLM meeting.
Tentatively Agreed To:

For the Union:  

Amber Smith  

Date: 7/1/19

For the Employer:

Date: 7/1/19
## APPENDIX I – JOB CLASSIFICATIONS

<table>
<thead>
<tr>
<th>W/DSALARIED JOB CODE</th>
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<tr>
<td>18903 890321034</td>
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<p>| <strong>Professional/Technical Bargaining Unit</strong> |
| 18927 8927  | CARDIAC SONOGRAPHER 1 | BE | 49 |
| 18928 8928  | CARDIAC SONOGRAPHER 2 | BE | 52 |
| 18930 8930  | CARDIAC SONOGRAPHER LEAD | BE | 60 |
| 18913 8943  | DIAGNOSTIC MEDICAL SONOGRAPHER | BE | 52 |
| 18914 8944  | DIAGNOSTIC MEDICAL SONOGRAPHER LEAD | BE | 63 |
| 18915 8945  | DIAGNOSTIC MEDICAL SONOGRAPHER SPEC | BE | 55 |
| 18921 8924  | IMAGING TECHNOLOGIST | BE | 32 |
| 18923 8923  | IMAGING TECHNOLOGIST- ANGIOGRAPHY | BE | 50 |
| 18922 8922  | IMAGING TECHNOLOGIST- COMP TOMO | BE | 41 |
| 18925 8925  | IMAGING TECHNOLOGIST- LEAD | BE | 60 |
| 18924 8924  | IMAGING TECHNOLOGIST- MAG RES IMAGING | BE | 53 |
| 18926 8926  | IMAGING TECHNOLOGIST- MAMMO | BE | 41 |
| 18919 8949  | IMAGING TECHNOLOGIST TRAINEE | BE | 06 |
| <strong>18938</strong> 8938 | <strong>IMAGING TECH - EDUCATION QUALITY ASSURANCE</strong> | <strong>BE</strong> | <strong>64</strong> |</p>
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**Respiratory Therapist/Anesthesia Technician/Electroneurodiagnostic Technologist**

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**Imaging Technologist Supervisor Bargaining Unit**

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**Airlift Northwest Bargaining Unit**

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**Research/Hall Health Bargaining Unit**
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</table>

Tentatively Agreed To:

For the Union: [Signature]
Date: 6/25/19

For the Employer: [Signature]
Date: 6/25/19
APPENDIX VIII – 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. Nuclear Med Technologist
10. Vascular Sonographer
11. 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.

Respiratory Therapy

1. All RT’s
2. Leads may bump into non-lead RT
Anesthesiology Technicians

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

Electroneurodiagnostic Technologists

Health Care Specialists

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

Registered Nurses

1. Critical Care, critical care float pool, PACU, 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.

Tentatively Agreed To:

For the Union:  

Date: 6/26/19

For the Employer:  

Date: 6/24/19
APPENDIX IX – HCS 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-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 HCS 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 step for every two years 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 step for every four 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 HCS scale and all relevant HCS experience is then added on the HCS 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 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 2 years of experience.
- Mental health practitioner: experience may be granted at a rate of less than one year for every two years worked as an MHP.
• International medical graduates: Credit at a rate greater than one step for every two 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.

Tentatively Agreed To:

For the Union:  
[Signature]  
Date: 5/30/2019

For the Employer:  
[Signature]  
Date: 5-30-19
MEMORANDA OF UNDERSTANDING

MOU: AIRLIFT NORTHWEST REASSIGNMENT

During negotiations for the 2017-2019-2020-2021 successor agreement, the parties reached agreement on the following regarding Reassignment Premium at Airlift Northwest:

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. Reassignment determination that occur at a later time during the employee’s shift do not qualify for the Reassignment Premium.

IV. The determination by the Employer of the available options listed above are not subject to the grievance procedure.

Tentatively Agreed To:

For the Union:  
Amelia Smith  
Date: 7/15/19

For the Employer:  
[Signature]  
Date: 7/15/19
MOU: BSN PREMIUM

During negotiations for the 2017-2019-2021 successor agreement, the parties reached agreement on the following regarding a Bachelor of Science in Nursing (BSN) Premium for Harborview and ALNW RNs only - effective July 1, 2018-2020:

I. The job classifications Registered Nurse 2 at Harborview and Flight Nurse at ALNW, and Hall Health will be eligible for a fifty-cents one dollar ($0.501.00) per hour BSN Premium for all regular time hours worked.

II. The job classifications Registered Nurse 3 at Harborview and Senior Flight Nurse at ALNW, and Hall Health will be eligible for a fifty-cents one dollar ($0.501.00) per hour BSN Premium for all regular time hours worked.

III. The BSN Premium pay will be effective the first full pay period after the date that the primary source documentation is received and approved by the Supervisor/Manager.

IV. This MOU will expire on June 30, 2019.

Tentatively Agreed To:

For the Union:  

[Signature]  

Date: 7/12/19

For the Employer:  

[Signature]  

Date: 7/12/19
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.

Tentatively Agreed To:

For the Union:  

Amelia Smith  

Date: 7/12/19

For the Employer:  

Date: 7/12/19
MOU: HARBORVIEW NURSING SCHOLARSHIPS

During negotiations for the 2017-2019/2019-2021 successor agreement, the parties reached agreement on the following regarding Registered Nurses at Harborview Medical Center for academic year 2018-2020 and 2019-2021 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 pursing 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 $100,000 (maximum $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 10 - 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.

Tentatively Agreed To:

For the Union:  

[Signature]

Date: 5/23/2019

For the Employer:

[Signature]

Date: 5/30/19
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.

Tentatively Agreed To:

For the Union:  
Annel Smith  
Date: 10/20/2019

For the Employer:  
(Blank)  
Date: 10/20/19
**MOU: NEGOTIATIONS FOR THE 2019-2021 AGREEMENT**

During negotiations for the 20172019-2019-2021 successor agreement, the parties reached agreement on the following regarding negotiations for the 20192021-2024-2023 successor agreement only:

A. The parties will exchange at least ten (10) available dates for bargaining by January 15, 20192021. The parties will begin bargaining by February 28March 30, 20192021.

B. The Employer will provide paid release time for up to fourteen (14) Union designated bargaining team members, for up to eight (8) hours per session.

C. 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.

D. 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.

E. The employer will notify managers of the names of the members to be released for bargaining.

F. 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.

G. 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.

H. The Employer will arrange for negotiation rooms.

I. The Employer will arrange for negotiation rooms:

J. 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.

K. 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.

L. There will be no recording devices at the bargaining sessions. Each side is responsible for keeping its own notes.

M. Bargaining sessions will be closed to the press and the public unless mutually agreed otherwise.

N. When sidebars are called by the parties, bargaining team members will attend the sidebar to report the discussion to other team members.

N. Healthcare Coalition Bargaining- The Employer will provide paid release time for two (2) bargaining team members to attend Statewide Healthcare Coalition Bargaining.

Tentatively Agreed To:

For the Union: ____________________________
For the Employer: _______________________

Date: 6/20/19
Date: 6/24/19
MOU: RESPIRATORY THERAPISTS SKILLS TRAINING

During negotiations for the 2017-2019-2021 successor agreement, the parties reached agreement on the following regarding Respiratory Therapists Skills Training for calendar year 2018-2019 and 2019-2020 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 8.2 of the collective bargaining contract.

Tentatively Agreed To:

For the Union:  
\[\text{Amiun Smith}\]
Date: \[5/23/2019\]

For the Employer:  
\[\text{[Signature]}\]
Date: \[5/23/2019\]
SIDE LETTER A

October 18, 2017 / July 1, 2019

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

Dear Ms Sosne:

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

PARKING/U-PASS

The union agrees that during the life of this agreement the University may apply changes in transportation policy, including adjusting parking and U-Pass fees and criteria for assigning parking spots, to the bargaining unit without the obligation to bargain with the union. The union will continue to be able to appoint a member to Harborview Medical Center's Parking Committee in accordance with Article XX15.

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.

LACTATION STATION

A fully functional lactation station will be available for employees in both the Main hospital building and the Maleng building.

Sincerely,

Darcy Jaffe, Chief Nursing Officer

Tentatively Agreed To:

For the Union:  
[Signature]
Date: 6/20/2019

For the Employer:  
[Signature]
Date: 6/20/2019
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 hours of working time. Rest periods may be taken at any point during each four-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.

Tentatively Agreed To:

For the Union:  

[Signature]

Date: 6/26/19

For the Employer:  

[Signature]

Date: 6/24/19
SIDE LETTER C

October 18, 2017

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

Dear Ms. Sosne:

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, 2021.

Sincerely,

Darcy Jaffe, Chief Nursing Officer

Union withdraws the following:
Union Withdraws ULPs filed July 6, 2017, Cases: 129512-U-17, 129571-U-17, 129572-U-17, 129573-U-17, 129574-U-17, 129575-U-17, 129576-U-17, 129577-U-17, and 129578-U-17.

Tentatively Agreed To:

For the Union: 

Andre Smith

Date: 7/12/19

For the Employer:

Date: 7/12/19
NEW ARTICLE XX – TEMPORARY DIAGNOSTIC IMAGING EMPLOYEES

XX.1 Represented Per Diem Diagnostic Imaging Employees. Only the following language in this article applies to the Represented Per Diem Diagnostic Imaging employees at Harborview Medical Center and shall constitute the whole agreement between the union and the University regarding these employees.

Per Diem Job Classes in the Professional/Technical Bargaining Unit:

a. (XXXXX) Nuclear Medicine P.E.T. Technologist (NE H SEIU 1199NW HMC Imaging)
b. (XXXXX) Diagnostic Medical Sonographer (NE H SEIU 1199NW HMC Imaging)
c. (XXXXX) Diagnostic Medical Sonographer Lead (NE H SEIU 1199NW HMC Imaging)
d. (XXXXX) Diagnostic Medical Sonographer Spec (NE H SEIU 1199NW HMC Imaging)
e. (XXXXX) Imaging Technologist Trainee (NE H SEIU 1199NW HMC Imaging)
f. (XXXXX) Imaging Technologist (NE H SEIU 1199NW HMC Imaging)
g. (XXXXX) Imaging Technologist-Comp Tomo (NE H SEIU 1199NW HMC Imaging)
h. (XXXXX) Imaging Technologist-Angiography (NE H SEIU 1199NW HMC Imaging)
i. (XXXXX) Imaging Technologist-Mag Res Imaging (NE H SEIU 1199NW HMC Imaging)
j. (XXXXX) Imaging Technologist-Lead (NE H SEIU 1199NW HMC Imaging)
k. (XXXXX) Imaging Technologist-Mammo (NE H SEIU 1199NW HMC Imaging)
l. (XXXXX) Cardiac Sonographer 1 (NE H SEIU 1199NW HMC Imaging)
m. (XXXXX) Cardiac Sonographer 2 (NE H SEIU 1199NW HMC Imaging)
n. (XXXXX) Cardiac Sonographer Lead (NE H SEIU 1199NW HMC Imaging)
o. (XXXXX) Vascular Sonographer (NE H SEIU 1199NW HMC Imaging)
p. (XXXXX) Vascular Sonographer Lead (NE H SEIU 1199NW HMC Imaging)

XX.2 Definition. The term Represented Per Diem Diagnostic Imaging Employee shall mean an hourly paid employee in one of the job classes listed above, doing SEIU 1199NW bargaining unit work for at least three hundred fifty (350) hours in the previous twelve (12) month period. For purposes of counting the three hundred fifty hours, the twelve-month period will begin on the employee's original date of hire. The next twelve-month period will repeat accordingly. For example: The employee's original date of hire is June 1, 2009. The twelve-month period would be June 1, 2009, through May 31, 2010. The next twelve-month period would be June 1, 2010, through May 31, 2011. This pattern will continue.

Once the employee works at least three hundred fifty (350) hours the employee remains a Represented Per Diem Diagnostic Imaging employee until the end of the first twelve-month period in which the employee does not work at least three hundred fifty (350) hours in a twelve (12) consecutive month period from the date of hire. An employee who has not worked sufficient hours to remain a Represented Per Diem Diagnostic Imaging employee is excluded from the bargaining unit until the employee again works at least three hundred fifty (350) hours in a twelve (12) month period from the original date of hire (as described in this section).

XX.4 HOURS OF WORK AND OVERTIME
Hours of work for employees shall be established by the employing official. Work hours assigned in excess of forty (40) hours in a seven (7) day work week constitutes overtime. Overtime will be compensated at a rate of one-and-one-half (1-1/2) times the employee’s regular rate.

Assignment of hours or continuation of employment is at the discretion of the Employer and is not grievable.

XX.5 HOLIDAY PREMIUM

If an employee works one of the following holidays, they will receive time and one half for all hours worked on that holiday: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving, Native American Heritage Day, and Christmas.

XX.6 COMPENSATION AND PREMIUM PAY.

A. All per diem hourly employees under this Article shall be paid an hourly rate that falls within the salary range for the classification. The Employer will continue its current practices related to per diem compensation and premium pay. Per diem diagnostic imaging techs may request a salary increase no more frequently than once every twelve (12) months.

B. Shift Premium. Employees assigned to work the evening (3:00 pm – 11:00 pm) shift shall be paid a shift differential in accordance to Section X 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 X 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.

C. Certification. Diagnostic Imaging 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 Assistant 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. An employee is eligible for only one certification premium regardless of other certifications they 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.

D. Standby Premium. 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 1/2) hours. Call back from standby does not apply until after 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.


**E.D. PREMIUMS**

<table>
<thead>
<tr>
<th>Premium</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evening shift differential</td>
<td>$1.50</td>
</tr>
<tr>
<td>Night shift differential</td>
<td>$2.25</td>
</tr>
<tr>
<td>Standby Pay</td>
<td>$3.75</td>
</tr>
<tr>
<td>Weekend</td>
<td>$1.50</td>
</tr>
<tr>
<td>Certification</td>
<td>$.75-$1.00</td>
</tr>
</tbody>
</table>

Effective July 1, 2020

<table>
<thead>
<tr>
<th>Premium</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certification</td>
<td>$1.25</td>
</tr>
<tr>
<td>Evening shift differential</td>
<td>$2.00</td>
</tr>
<tr>
<td>Night shift differential</td>
<td>$2.75</td>
</tr>
<tr>
<td>Weekend</td>
<td>$2.50</td>
</tr>
</tbody>
</table>

XX.6 ENDING EMPLOYMENT. 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.

XX.7 SICK TIME OFF.

A. Employees will accrue one (1) hour of sick time off for every forty (40) hours worked (0.025 per hour).

B. Sick time off accrues at the end of the month and is available for use the following month.

C. Accrued sick time off may be used
   1) in accordance with Article 18.2, 18.3, 18.5 and 18.9;
   2) for the suspension of operations when the employee’s workplace has been closed by a public health official for any health related reason; and
   3) when the employee’s child’s school or day care has been closed by a public health official for any health related reason.

D. Carryover and Separation: Employees may only carryover a maximum of forty (40) hours of accrued sick time off each calendar year. Accrued sick time off is not paid at separation.

E. Paid sick time off will not count as work hours for the purpose of calculating overtime.

XX.8 OTHER PROVISIONS. The Following Articles in this Agreement apply to Represented Per Diem Diagnostic Imaging Employees:

<table>
<thead>
<tr>
<th>Article</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 1</td>
<td>Purpose</td>
</tr>
<tr>
<td>Article 2</td>
<td>Non-Discrimination</td>
</tr>
<tr>
<td>Article 5</td>
<td>Affirmative Action</td>
</tr>
<tr>
<td>Article 4</td>
<td>Recognition/Employer</td>
</tr>
<tr>
<td>Article 7</td>
<td>Union Dues Deduction</td>
</tr>
<tr>
<td>Article 8</td>
<td>Employee Facilities</td>
</tr>
</tbody>
</table>
1. Article 22: Management Rights and Responsibilities
2. Article 23: Performance of Duty
3. Article 6: Grievance Procedure (non-corrective action only)
4. Article 40: Mandatory Subjects
5. Article 28: Health Insurance and Pension (if qualified per PEBB)
6. Article 31: Health and Safety
7. Article 32: Subordination of Agreement and Saving Clause
8. Article 33: Complete Agreement
9. Article 34: Duration of Agreement
10. Article 42: Union Activities

Tentatively Agreed To:

For the Union: 
[Signature]
Date: 7/12/19

For the Employer: 
[Signature]
Date: 7/12/19
NEW ARTICLE XX – WASHINGTON FAMILY MEDICAL LEAVE PROGRAM

X.X 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.

Agreed To:

For the Union:  

Amber Smith  

Date: 6/25/19

For the Employer:

[Signature]  

Date: 6/25/19
MEMORANDA OF UNDERSTANDING

MOU: AIRLIFT NORTHWEST FLIGHT PARAMEDIC

During negotiations for the 2019-2021 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 until June 30, 2021.

II. The Employer will place the Flight Paramedic classification on a pay range that is less than $57,372 annual minimum step and $88,896 annual maximum step (currently Pay Table BS, Pay Range 50).

This MOU expires June 30, 2021.

Tentatively Agreed To:

For the Union: [Signature]

Date: 7/1/19

For the Employer: [Signature]

Date: 7/1/19
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1199NW

MOU – ARTICLE 17 VACATION SCHEDULE

During negotiations for the 2019-2021 successor agreement, the parties agreed to the following regarding Article 17 Vacation Schedule.

On November 1, 2020 Article 17.1 of the 2019-2021 collective bargaining agreement will be replaced with the following:

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

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

Tentatively Agreed To:

For the Union: [Signature]
Date: 7/12/2019

For the Employer: [Signature]
Date: 7/12/19
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1199NW

MOU – CALLBACK FROM STANDBY

During negotiations for the 2019-2021 successor agreement, the parties agreed to the following regarding standby as of July 1, 2019:

In accordance with current contract language in Article 45.7:

"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 1/2) hours."

The minimum callback hours shall not apply more than once in a sixty (60) minute period.

Tentatively Agreed To:

For the Union:  

For the Employer:  

Date:  7/12/19

Date:  7/12/19
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1199NW

MOU – ARTICLE 15 COMMITTEES - DIETITIANS

During negotiations for the 2019-2021 successor agreement, the parties agreed to the following regarding Joint Labor Management Committee meetings for the Dietitian job classifications.

The parties agree to the following structure for the 2019-2021 collective bargaining agreement only.

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

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) 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.

This agreement expires June 30, 2021.

Tentatively Agreed To:

For the Union:

For the Employer:

Date: 6/12/19

Date: 6/12/19
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1199NW
MOU – DIETITIAN BARGAINING UNIT AND WAGES

During negotiations for the 2019-2021 successor agreement, the parties agreed to the following regarding the inclusion of the Dietitian job classification in the Social Worker bargaining unit.

I. The existing bargaining unit represented by SEIU Healthcare 1199NW shall be modified to include the Dietitian job class for a bargaining unit described as:

“All full-time and regular part-time employees in the Social Worker, Social Worker Assistant 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. The job classification Dietitian 1 (Job Code 16005), on Pay Table CACB at Pay Range 78 will be moved to Pay Table BC at Pay Range 34.36-37.3940 and a new job code will be created.

III. The job classification Dietitian 2 (Job Code 16001), on Pay Table CACB at Pay Range 88 will be moved to Pay Table BC at Pay Range 44.46.47.4950 and a new job code will be created.

IV. All employees will be placed at a step on the new range that is closest to, but not under, 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.

V. Overtime: Article 9 Hours of Work and Overtime does not apply to the Dietitian job classifications. Dietitians are overtime exempt.
Tentatively Agreed To:

For the Union:  

Date: 6/20/19

For the Employer:  

Date: 6/24/19
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1199NW

MOU – DIETITIAN PREMIUMS

During negotiations for the 2019-2021 successor agreement, the parties agreed to the following regarding the premium pay for the Dietitian job classifications.

I. Certification Premium:
   a. The Dietitian 1 and 2 job classifications will be eligible for the one dollar ($1.00) per hour certification pay premium for all hours worked if:
      i. The certification has been presented to and approved by management;
      ii. The employee continues to meet all educational and other requirements to keep the certification current and in good standing;
      iii. The employee is working 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.

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

II. Preceptor Premium:
   a. The Dietitian 1 and 2 job classifications will be eligible for the a one dollar and fifty cent ($1.50) per hour preceptor pay premium if:
      i. A Dietitian has successfully completed a preceptor workshop or equivalent documented training and has been appointed to be specifically responsible for planning, organizing, and evaluating the new skill development of one or more students, 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.
ii. A Dietitian is substituting for the original preceptor during a period of absence and 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).

A Dietitian preceptor is eligible to receive preceptor premium pay only when actually engaged in preceptor role responsibilities.

III. The Dicetian 1 and 2 job classes will be eligible for the following premiums:
   a. Standby Pay - $3.75
      i. As defined in Article 45.6
   b. Weekend Premium - $1.50
      i. Employees assigned to work on the weekend will be paid a weekend premium in for all hours worked on the weekend. The weekend is defined as from 12:00am Saturday until 12:00am Monday.

Tentatively Agreed To:

For the Union: ____________________________  For the Employer: ____________________________

[Signature]

Date: 6/26/19  Date: 6/24/19
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1199NW

MOU – LUMP SUM PAYMENT

During negotiations for the 2019-2021 successor agreement, the parties reached agreement on the following lump sum payments:

A. Employees with an active permanent appointment and in pay status during the pay period in which the contract is ratified shall receive a single one-time lump sum payment of four hundred dollars ($400) to each employee with above a .6 FTE.

B. Employees with an active permanent appointment and in pay status during the pay period in which the contract is ratified shall receive a single one-time lump sum payment of two hundred dollars ($200) to each employee with a .6 FTE and below.

C. The lump sum payments described above will be paid by August 10, 2020.

D. In order to be eligible for the lump sum payment, employees must be in pay status during the pay period in which the lump sum payment is distributed. For example, if the lump sum is paid on 10th of the month, the employee must be in paid status for any portion of time between the 16th to the end of the previous month. If the lump sum is paid on 25th of the month, the employee must be in paid status for any portion of time between the 1st and the 15th of the month.

Tentatively Agreed To:

For the Union:  

For the Employer:  

Date: 7/12/19  

Date: 7/12/19
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1199NW

MOU – LUMP SUM PAYMENT

During negotiations for the 2019-2021 successor agreement, the parties reached agreement on the following lump sum payments:

A. Employees with an active permanent appointment and in pay status during the pay period in which the contract is ratified shall receive a single one-time lump sum payment of eight hundred dollars ($800) to each employee with above a .6 FTE.

B. Employees with an active permanent appointment and in pay status during the pay period in which the contract is ratified shall receive a single one-time lump sum payment of four hundred dollars ($400) to each employee with a .6 FTE and below.

C. The lump sum payments described above will be paid within sixty (60) days of ratification, on the first available pay period as determined by the Employer.

D. In order to be eligible for the lump sum payment, employees must be in pay status during the pay period in which the lump sum payment is distributed. For example, if the lump sum is paid on 10th of the month, the employee must be in paid status for any portion of time between the 16th to the end of the previous month. If the lump sum is paid on 25th of the month, the employee must be in paid status for any portion of time between the 1st and the 15th of the month.

Tentatively Agreed To:

For the Union: ___________________________  For the Employer: ___________________________

Amber Smith  B. C.

Date:  7/12/19  Date:  7/12/19
MOU: PHARMACY TECH PAY RANGE INCREASES

During negotiations for the 2019-2021 successor agreement, the parties reached agreement on the following regarding pay range increases for the Pharmacy Tech 1, 2, and Lead effective on January 1, 2021 as determined by the Employer:

I. The job classification Pharmacy Tech 1 (Job Code 18947), on Pay Table BC at Pay Range 6 will be moved to Pay Table BC at Pay Range 7.

II. The job classification Pharmacy Tech 2 (Job Code 18948), on Pay Table BC at Pay Range 11 will be moved to Pay Table BC at Pay Range 12.

III. The job classification Pharmacy Tech Lead (Job Code 18949) or Pay Table BC at Pay Range 16 will be moved to Pay Table BC at Pay Range 17.

IV. All employees will be placed on the new pay range at their current step.

Tentatively Agreed To:

For the Union: [Signature]

Date: 7/12/19

For the Employer: [Signature]

Date: 7/12/19

The Union reserves the right to add to, delete from, or modify these proposals at any time during negotiations, or make new proposals. The Union also reserves the right to revise and coordinate other sections of this Agreement in a manner consistent with the results of these negotiations.
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1199NW

MOU – QUARTERLY JLM COMMITTEES

During negotiations for the 2019-2021 successor agreement, the parties agreed that the following will be implemented in lieu of the contract language contained in Article 15.1 “Meetings” for the duration of the 2019-2021 collective bargaining agreement.

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.

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

The Union must submit release requests at least fourteen (14) days in advance of the meeting.

After one (1) year, the JLMs will decide whether to continue with quarterly meetings or revert to Article 15.

This MOU does not apply to the RN and Social Work JLM Committees.

This agreement expires June 30, 2021.

Tentatively Agreed To:

For the Union:

[Signature]
Date: 6/26/19

For the Employer:

[Signature]
Date: 6/26/19
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1199NW

MOU – SALARY OVERPAYMENT RECOVERY

During negotiations for the 2019-2021 successor agreement, the parties agreed to the following regarding Salary Overpayment Recovery.

Salary Overpayment Recovery
A. 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.

B. Method of Payback
1. The employee must choose one (1) of the following options for paying back the overpayment:
   a. Voluntary wage deduction,
   b. Cash, or
   c. Check (separated employee).
   d. 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 twenty (20) 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.

C. 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.

E. 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.

This MOU expires on June 30, 2021.

Tentatively Agreed To:

For the Union:  
[Signature]  
Date: 5/23/2019

For the Employer:  
[Signature]  
Date: 5/30/2019
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1199NW

MOU – STAFF FOCUSED EDI COUNCIL WORKGROUP

During negotiations for the 2019-2021 successor agreement, the parties agreed to the following regarding a new staff focused Equity, Diversity and Inclusion (EDI) Council Workgroup at Harborview Medical Center (HMC).

A. Within six (6) months a new council workgroup will be added to HMC’s existing EDI Committee structure, focused specifically on issues impacting front line staff.

B. The council workgroup will attend at least two all-day (8 hour) workshops (one with labor and management separate and one with labor and management together) intended to increase skill and awareness on hidden bias and cultural competency. Within 90 days of the creation of the council, the parties will jointly select two independent facilitators. Additional training opportunities may be added with mutual agreement of the council workgroup.

C. The workgroup will be sponsored by the Executive Director of HMC, and will also include:
   a. Four (4) SEIU 1199 represented staff
   b. Four (4) unrepresented staff
   c. One (1) HMC Program Director
   d. Up to two (2) UW Medicine HR representatives
   e. Ad Hoc members may include representatives from HMC and/or UW Medicine EDI Programs.
   f. The Employer will invite Four (4) SEIU 925 represented staff and Four (4) WFSE represented staff to participate on the committee.

D. The first workgroup task will be to review information obtained during HMC’s 2019 sensing interviews, and use the data to develop a further work plan.

E. The workgroup will meet monthly.

This MOU expires on June 30, 2021.
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<td>Amber Smith</td>
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MOU: TOP SALARY STEPS for PAY TABLE BE and BS

During negotiations for the 2019-2021 successor agreement, the parties reached agreement on the following regarding the top Salary Steps on Pay Table BE and BS (step U):

On January 1, 2020, Employees will be eligible to advance to the top salary step (U) on pay tables BE and BS upon their progression start date if they have been on salary step (T) for at least one (1) year.

On January 1, 2021 the Employer will add one percent (1%) to the value of pay step U on the BE and BS pay tables.

Tentatively Agreed To:

For the Union:  

[Signature]

Date: 7/12/19

For the Employer:  

[Signature]

Date: 7/12/19
SIDE LETTER XX – 4WH REHAB

The parties acknowledge the importance of meal and rest breaks and are committed to ensuring that employees receive adequate rest and meal breaks. Within six (6) months of ratification of this agreement, the HMC Nurse Staffing Committee will study the availability and frequency of employees taking meal and rest breaks on 4WH Rehab.

The Nurse Staffing Committee will track in Kronos the frequency of missed meal and rest breaks for a period of six weeks.

Following completion of a study of breaks on 4WH Rehab, the HMC Nurse Staffing Committee will determine next steps to ensure employees are getting uninterrupted meal and rest breaks.

The parties agree to abide by Side Letter B for the duration of the study.

This side letter will expire on June 30, 2021.

Tentatively Agreed To:

For the Union:  
Anita Smith  
Date: 7/12/19

For the Employer:  
[Signature]  
Date: 7/12/19
SIDE LETTER XX – DIVERSITY AND INCLUSION

July 1, 2019

A. 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.

B. 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.

C. 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.

D. WFSE 1488, WFSE 3488, SEIU 1199NW, and SEIU 925 will each select one member to be appointed to the University of Washington Diversity Council.

E. 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.

F. 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.
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SIDE LETTER XX – TRACKING DISCRIMINATION AND BIAS

July 1, 2019

During negotiations for the 2019-2021 successor agreement, recognizing the University’s long stated goals of diversity and inclusion, the parties agree to the following:

1. 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.

2. 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.
   i. UCIRO
   ii. Safe Campus
   iii. Title IX Investigation Office
   iv. UW Human Resources Investigations
      a. Harborview HR
      b. UWMC HR

3. This side letter will expire on June 30, 2021.

Tentatively Agreed To:

For the Union: ___________________________ For the Employer: ___________________________

__________________________  ___________________________

Date: 6/20/2019                  Date: 6/20/2019
SIDES LETTER XX – U-PASS

The parties agree to the following regarding U-PASS:

Within sixty (60) days upon ratification, employees with an active permanent appointment equal to or greater than a .5 FTE will not be charged a fee for a U-PASS.

This Side Letter expires on June 30, 2021.

Tentatively Agreed To:

For the Union: 

[Signature]

Date: 6/20/2019

For the Employer: 

[Signature]

Date: 6/20/119