

**Summary of
SEIU 1199-UW 2017-2019
Collective Bargaining Agreement
for
Harborview Employees**

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Background

- > The Harborview (HMC) management team met with SEIU 1199 for 22 bargaining sessions spanning from April 6 - October 9, 2017.**
- > The last 6 sessions were with a State-appointed mediator.**
- > The prior contract expired on June 30, 2019 and the new contract was ratified on October 18, 2017.**
- > The 17-19 CBA will be in effect through June 30, 2019.**



Contract Organization

- > The contract has been renumbered and reorganized so that article names and numeration align with the other hospital contracts, to the extent possible.
- > Leave related issues were previously consolidated within several voluminous articles and have now been broken up into separate articles to allow for easier location, and harmonization with the other hospital contracts.

Compensation (Article 45)

Across-the-board wage increases:

- > **2% upon ratification (already paid out)**
- > **2% on July 1, 2018**
- > **2% on January 1, 2019**



Compensation (MOUs)

Additional wage increases:

- > **Health care specialists** – 3% recruitment and retention increase on 10/16/2017
 - Added language stating that new health care specialists hired with prior experience will receive credit in wage determinations based on the criteria established at a previously held JLM (and added as a new appendix to the CBA)
- > **END Technologists** – 2% market increase on 10/16/2017
- > **Social Work Assistant 2's** – 2% increase on 10/16/2017
- > **Imaging Technologist Supervisors** – moved to a new pay table (BE) on 10/16/2017 which added two additional steps to the available pay table

Compensation (MOUs)

New salary steps:

- > **Effective January 1, 2019, pay tables BE and BS will get one additional 2% salary step.**
- > **Employees will be eligible to advance to the new top salary step once they have been on the current top salary step for at least two years.**
- > **On January 1, 2019, all employees who have been at the current top salary step for at least two years will advance to the new top salary step.**

Non-monetary steps:

- > **Effective January 1, 2018, the Employer will eliminate all non-monetary steps for all pay ranges on pay tables BQ, BC, and BS by redistributing the values.**



Standby Pay (Article 45)

- > The parties agreed to increase standby pay from \$3.00 to \$3.75 on July 1, 2018 for employees in the Professional/Technical and Respiratory Care Practitioners/Anesthesiology Technician/END Technologist Bargaining Units.**

Certification Pay (Article 45)

- > New language states that 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. (Article 45.15)**



Cert Pay – Respiratory Care Practitioners (Article 45.15)

- > In connection with the new certification pay language, the parties agreed to eliminate language stating that employees registered as a Registered Respiratory Therapist (RRT) would be eligible for certification pay, as it is now a job requirement.**
- > Those who were hired and receiving certification pay prior to July 1, 2017 for being registered as a RRT will continue to receive certification pay but will not be eligible for any additional certification premiums.**

Cert Pay – Health Care Specialists (Article 45.15)

- > The parties agreed to implement certification pay at \$1.00 per hour for the health care specialist bargaining unit.**
- > New language states that health care specialists certified in a specialty area by a national organization and working in that area of certification, shall be paid the premium provided the certification has been approved by the Associate Administrative, or designee.**
- > A certified employee is eligible for only one certification premium, regardless of others they may have.**

Cert Pay – Health Care Specialists (Article 45.15 continued)

- > At least one 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 the 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.**



BSN Premium (New MOU)

- > The parties reached agreement on a new premium for eligible RNs.**
- > As of July 1, 2018 each RN with a Bachelor of Science in Nursing (BSN) degree will be eligible for a \$.50 per hour premium for all regular time worked.**

Break Relief (Side Letter C)

- > A new side letter states that the Employer is committed to the current break relief practices, which includes the current units/floors and break staff model (RN or Alternative).**
- > Language indicates that the Employer is committed to working through the nursing staffing committee to establish strategies that enable RNs to take meal and rest breaks as required by law.**



Rest Breaks and Meal Periods

(Article 9.1)

- > New language clarifies that a missed rest break or meal period not documented in Kronos or in the exception log will be considered as taken.**

Shift Rotation (Article 9.6)

- > Shift rotation language was updated to say that required scheduled shift changes shall be limited to three (3) per month with at least twenty-four (24) hours off between changes (previously 15 hours).

Vacation Leave Use (Article 17)

- > Recent updates to RCW 43.01.040 required the removal of language indicating that vacation leave may not be taken until an employee has completed six months of continuous employment.**
- > Vacation leave can now be used upon accrual, in accordance with other leave requirements.**

Holidays (Article 16)

Standardized rules regarding:

- > 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.**
- > Holiday credit will be used and scheduled by the employee in the same manner as vacation leave.**
- > 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.**

Sick Leave – General Update (Article 18)

- > New language clarifies that ten working days is equivalent to eighty hours (pro-rated for part time).**



Sick Leave – Law Change

- > Initiative 1433 passed by the people of the State of Washington:**
 - In part required employers to provide paid sick time off to those covered by the Minimum Wage Act who do not currently earn at least the minimum amount of sick time off guaranteed by law (including temporary employees in SEIU 1199)**
- > Effective January 1, 2018 for hours worked on and after that date**
- > The law change has effects on sick leave accrual, usage, verification, etc.**

Sick Leave Law – Current Status

- > The University is working to update sick leave and any related policies, some of which have been posted to the UWHR website, and others remain in draft form.**
- > Labor Relations is in the process of drafting proposed edits to current contract language for all Unions, as needed, and will follow up with any affected Unions.**
- > For more information on the law's impacts, see the UWHR website, and contact your HR Consultant with any questions.**

Parental Leave (Article 21.5)

- > New language allows for parental leave to extend up to 6 months (including time covered by FMLA) during the first year after a child's birth or placement, and extensions beyond 6 months may be approved by management.
- > The parties agreed to new language allowing for use of up to 30 days of sick leave for parental leave (previously 10 days).

Scheduling During Continuous Leave of Absence (FMLA and Parental Leave) (Article 21.6)

- > New language states that employees 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.**



Licensed/Certified Employees (Article 10.4)

- > New language states that employees will notify their appointing authority within 36 hours of their work related license or certification being expired, restricted, revoked, suspended or before their next shift.**
- > This includes but is not limited to a position which requires a valid driver's license.**



Corrective Action/Dismissal Process (Article 36.4)

- > The parties removed the “step names” from each step of the corrective action process so that informal coaching is no longer called step A, and is just called informal coaching (and so on for the remainder of the steps).**

Use of State Facilities, Resources and Equipment (Article 42.3)

- > **New language states that Union delegates, officers 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 the CBA.**

- > **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.**

Joint Labor/Management Committee Meetings (Article 15)

- > New language states that committee meeting 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.**

- > New language states that time worked on Employer established committees and committees mentioned in the contract will not count towards the Rest Between Shift/Shift Break Premium, and will not count towards the calculation of overtime.**



Temporary Employment with the Union (Article 42.5)

- > New language states that 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.
- > Employees granted LWOP will be placed on a Monday through Friday work schedule (pro-rated to their FTE) on their permanent shift.



Union Delegate Training (Article 42.7)

- > New language states that 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.**

New MOU: JLM Team Members and Union Delegate Training

A new MOU outlines the following trainings to be held:

> **Institutional Racism**

- To be scheduled within 12 months of the Union providing a list of participants

> **Bargaining 101 Training with the Public Employment Relations Commission (PERC)**

- To be scheduled by January 1, 2019

> **Joint Labor Management Committee Training with PERC**

- To be scheduled within the first six months of the implementation date of the CBA



New MOU: JLM Workgroup Pertaining to Inpatient Social Work

- > The parties agreed to form a JLM workgroup aimed at evaluating and recommending best practices for social work and staffing on the inpatient units.**
- > The JLM Workgroup will meet at least once a month for three months, and the parties may add additional meetings by mutual agreement.**

MOU: Nursing Scholarships

- > The HMC nursing scholarship program remains unchanged, and has been extended through academic year 2019.**
- > HMC's Nursing Scholarship Fund Committee remains in charge of administering any scholarships.**

Questions?

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