

**ARTICLE 10 – BARGAINING UNIT CLASSES/DEFINITIONS**

10.1 New Graduate/Returning Nurse: A registered nurse whose clinical experience after graduation is less than twelve (12) months, or a registered nurse who is returning to practice with no current clinical training or experience. Such nurses shall be assigned as a team member under the close and direct supervision of a qualified nurse and shall be responsible for the direct care of a limited number of patients. This assignment shall not exceed six (6) continuous months unless extended for an additional three (3) months when mutually agreed to by the Employer and individual nurse involved. Nurses working under close and direct supervision shall not be assigned charge duty or as a team leader without a staff nurse being present in the unit except in cases of emergency.

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

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

10.3 Probationary Period/Trial Service Period.

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

By mutual agreement the Employer and an employee may extend the probationary period up to an additional three (3) months. In no event will the probationary period exceed nine (9) months.

~~A Represented 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 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.

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

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

Tentatively Agreed To:

For the Union:

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Jane Hopkins

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For the Employer:

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Banks Evans

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Date: 5/24/2022

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**ARTICLE 18 – SICK LEAVE****18.1 Sick Time Off - Accrual.**

Full-time classified employees (pro-rated for part-time) shall accrue eight (8) hours of sick time off for each month of completed classified service. Paid sick time off may not be used in advance of accrual. ~~Sick leave accrues at a rate of one (1) hour for every forty (40) hours worked when leave without pay exceeds eighty (80) hours (pro-rated for part-time) in any calendar month. Employees with leave without pay exceeding 80 hours in a month (prorated for part-time) will earn a monthly accrual proportionate to the number of hours in pay status, in the month to that required for full-time employment. Sick leave accruals must not exceed eight hours in a month.~~

**18.2 Sick Leave - Use.**

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

1. Because of and during illness, disability or injury which has incapacitated the employee from performing required duties
2. By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.
3. Because of a health condition of a family member that requires treatment or supervision or that requires the presence of the employee to make arrangements for extended care. The applicability of "emergency," "necessary care" and "extended care" shall be made by the Employer.
4. To provide emergency child care for the employee's child. Such use of sick leave is limited to twenty-four (24) hours (pro-rated for part-time) in any calendar year, unless extended by the Employer, and shall be used only as specified in Article 25.
5. Because of a family member's death that requires the assistance of the employee in making arrangements for interment of the deceased.
6. For personal medical, dental, or optical appointments or for family members' appointments when the presence of the employee is required, if arranged in advance with the employing official or designee.

B. Sick leave may be granted for condolence or bereavement.

**18.3 Family Member.** Family member is defined as the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, or 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.

1 18.4 Sick Time Off - Compensation for.

2  
3 A. Employees shall be eligible to receive monetary compensation for accrued sick leave  
4 as follows:

5  
6 1. In January of each year, and at no other time, an employee whose year-end sick  
7 time off balance exceeds four hundred and eighty (480) hours may choose to  
8 convert sick time off hours earned in the previous calendar year minus those used  
9 during the year to monetary compensation.

10  
11 a. No sick time off hours may be converted which would reduce the calendar year-  
12 end balance below four hundred and eighty (480) hours.

13 b. Monetary compensation for converted hours shall be paid at the rate of twenty-  
14 five percent (25%) and shall be based upon the employee's current salary.

15 c. All converted hours will be deducted from the employee's sick time off balance.  
16

17 2. Employees who separate from state service due to retirement or death shall be  
18 compensated for their unused sick time off accumulation at the rate of twenty-five  
19 percent (25%). Compensation shall be based upon the employee's salary at the  
20 time of separation. For the purpose of this subsection, retirement shall not include  
21 "vested out-of-service" employees who leave funds on deposit with the retirement  
22 system.  
23

24 B. Compensation for unused sick leave shall not be used in computing the retirement  
25 allowance; therefore no contributions are to be made to the retirement system for such  
26 payments, nor shall such payments be reported as compensation.  
27

28 C. An employee who separates from the classified service for any reason other than  
29 retirement or death shall not be paid for accrued sick time off.  
30

31 18.5 Unexpected Absence: Advance Notification. Employees working the first (day) shift shall  
32 notify the Staffing Office or their Supervisor at least two hours in advance of the scheduled  
33 shift if unable to report for duty as scheduled. Employees working the second (evening)  
34 shift and third (night) shift shall notify the Staffing Office or their Supervisor at least two (2)  
35 hours in advance of the scheduled shift if unable to report for duty as scheduled.  
36

37 18.6 Reemployed Former Employees. In accordance with state law, former eligible employees  
38 who are re-employed shall be granted all unused sick leave credits, if any, to which they  
39 were entitled at time of separation.  
40

41 18.7 Use of Vacation Leave or Compensatory Time for Sick Leave Purposes. An employee  
42 who has used all accrued sick time off may be allowed to use accrued vacation time off,  
43 holiday credit, and/or compensatory time off for sick time off purposes when approved in  
44 advance or authorized by the Employer.  
45

46 18.8 Restoration of Vacation Time Off. In the event of an incapacitating illness or injury during  
47 vacation time off, the Employer may authorize the use of sick time off and the equivalent  
48 restoration of any vacation time off otherwise charged. Such requests shall be in writing  
49 and medical verification may be required.  
50

18.9 No Arbitrary Denial of Sick Time Off. The parties agree that neither the abuse nor the arbitrary denial of sick time off will be condoned. The Employer and the Union agree to work cooperatively toward the resolution of mutually identified problems regarding the use of sick leave. The Employer may provide periodic updates to employees regarding their use of sick leave. Such updates will not be considered counseling or disciplinary.

Tentatively Agreed To:

For the Union:

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## ARTICLE 37 – TEMPORARY NURSES

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

~~Per Diem/hourly employees may be used for the purpose of providing coverage during periods when regular staff are 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.~~

~~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. (21034) Registered Nurse 2 (Per Diem)~~

~~B. (21035) Registered Nurse 3~~

~~C. (21038) Flight Nurse~~

~~D. (21039) 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 (12) 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 one thousand eight hundred and seventy-two (1872) hours at the regular rate of pay (equivalent to ninety percent [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 one thousand eight hundred and seventy-two (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 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 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 (1) 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**~~

<del>Evening shift differential</del>	<del>\$2.50</del>
<del>Night shift differential</del>	<del>\$4.00</del>
<del>Standby Pay</del>	<del>\$4.00</del>



Weekend	\$4.00
Certification	\$1.00
Charge	\$2.25
Preceptor	\$1.50

Effective July 1, 2020:

Certification	\$1.25
BSN	\$1.00

~~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. 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 one thousand eight hundred and seventy-two (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.~~

### ~~37.7 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;~~

- 1           2. ~~for the suspension of operations when the employee's workplace has been~~  
2           ~~closed by a public health official for any health related reason; and~~  
3           3. ~~when the employee's child's school or day care has been closed by a public~~  
4           ~~health official for any health related reason.~~

5  
6           D. ~~Carryover and Separation: Employees may only carryover a maximum of forty (40)~~  
7           ~~hours of accrued sick time off each calendar year. Accrued sick time off is not paid~~  
8           ~~at separation.~~

9  
10          E. ~~Paid sick time off will not count as work hours for the purpose of calculating overtime.~~

11  
12       37.8 ~~OTHER PROVISIONS. The Following Articles in this Agreement apply to Represented~~  
13       ~~Per Diem Registered Nurses:~~

- 14       ~~Article 1 Purpose~~  
15       ~~Article 2 Non-Discrimination~~  
16       ~~Article 5 Affirmative Action~~  
17       ~~Article 4 Recognition/Employer~~  
18       ~~Article 7 Union Dues Deduction~~  
19       ~~Article 8 Employee Facilities~~  
20       ~~Article 22 Management Rights and Responsibilities~~  
21       ~~Article 23 Performance of Duty~~  
22       ~~Article 6 Grievance Procedure~~  
23       ~~Article 40 Mandatory Subject~~  
24       ~~Article 28 Health Insurance and Pension (if qualified per PEBB)~~  
25       ~~Article 31 Health and Safety~~  
26       ~~Article 32 Subordination of Agreement and Saving Clause~~  
27       ~~Article 33 Complete Agreement~~  
28       ~~Article 34 Duration of Agreement~~  
29       ~~Article 42 Union Activities~~

30  
31       Article 14 Employment Practices

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

- 33       • ~~14.2 Personnel File (except section A)~~  
34       • ~~14.3 Liability Insurance~~  
35       • ~~14.4 Performance Evaluations~~  
36       • ~~14.5 Uniform/Clothing Damage (except Airlift Northwest paragraph)~~  
37       • ~~14.7 Floating~~  
38       • ~~14.8 Float Pools Nurses~~  
39       • ~~14.11 Staff Meetings (except Airlift Northwest paragraph)~~  
40       • ~~14.12 Delegation of Nursing Care~~  
41       • ~~14.15 Payroll Errors~~

42  
43       Article 15 Committees

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

- 45       • ~~15.1 Joint Labor/Management Committees: Purpose and Membership~~  
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47  
48  
49

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**ARTICLE 38 – SENIORITY, LAYOFF, REHIRE**

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

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

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

Bargaining unit employees taking non-bargaining unit permanent positions, intermittent positions, or nonpermanent positions at HMC ~~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~~ intermittent and nonpermanent hourly staff in the layoff unit. The Employer will also seek volunteers in the layoff unit impacted who are willing to be reassigned or to be laid off in lieu of the employee(s) whose position is identified to be eliminated. Individuals who volunteer to be laid off will not have a displacement option but will retain the right to be placed on the rehire list.

38.6 Layoff Unit. The layoff unit shall consist first of the employee's unit and shift, then the clinical group for the purpose of determining layoff options.

38.7 Layoff Notice. Employees identified for layoff and the SEIU 1199NW union office shall receive not less than thirty (30) calendar days' notice prior to the abolishment of the positions. The notice shall include the effective date of the layoff and a reference to the employee's rights under this Article. The notice to the union shall also include the most recent classified hire date seniority list. Upon request, the Union and the Employer will meet to discuss possible alternatives to the layoff.

38.8 Layoff and Displacement Options. The Employer shall identify the position to be eliminated and employee(s) to be affected. Layoff shall be by seniority within the layoff unit, least senior employee first as long as the remaining employees possess the essential skills to perform the necessary work.

Employees subject to layoff shall be offered one of the following employment options in descending order, provided they meet the essential skills of the offered position:

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

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

An employee laid off due to the exercise of another employee's displacement option shall not have any displacement option. Such an employee shall be offered any vacant position available on the employee's unit or in the employee's clinical group and shall also have the right to be placed on the rehire list(s) per Article 38.10.

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

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

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

3 B. Lower classifications in the series from which the employee was laid off.  
4

5 The University will refer an employee from the designated rehire list(s) for any open  
6 positions in the layoff unit from which the employee was laid off for which the laid off  
7 employee possesses the essential skills. Employees referred from the rehire list(s) who  
8 possess the essential skills needed for a vacant position in the layoff unit will be offered  
9 the position prior to the University offering it to any other applicant. The University will refer  
10 employees from the rehire list(s) in order of seniority, most senior employee on the list  
11 first.  
12

13 38.11 Rehire Trial Period. Employees placed into vacant positions from the rehire list will serve  
14 a two (2) month rehire trial period. During the rehire trial period either party may, at its sole  
15 discretion and without resort to the grievance procedure, initiate return to the rehire list.  
16 Time spent in a rehire trial period will not count toward the twenty-four (24) month rehire  
17 list period. The two (2) month rehire trial period will be adjusted to reflect any paid or  
18 unpaid leave taken during the period.  
19

20 38.12 Removal from List. Removal from the rehire list(s) will occur for any of the following  
21 circumstances:  
22  
23  
24

- 25 A. If placement does not occur within twenty-four (24) months;  
26 B. If the employee refuses two (2) offers of placement for a position having the same pay,  
27 shift from which the employee was laid off. In such case, the employee will be removed  
28 from all other rehire lists and will have exhausted all rehire rights;  
29 C. If the employee was placed into two (2) vacant positions for which the employee has  
30 failed to complete the rehire trial period;  
31 D. If the employee accepts an offer of placement and completes the rehire trial service  
32 period;  
33 E. Employees who reject one (1) offer of placement from a list for a position in a  
34 classification other than that from which the employee was laid off will be removed  
35 from that list.  
36

37 38.13 Other Layoff and Rehire Issues  
38

39 Rehire Wages and Progression Start Date. When employees are rehired from layoff  
40 status, the progression start date and months of service towards higher accrual rate will  
41 be reestablished and extended by an amount of time in calendar days equal to the period  
42 of time spent on the rehire list prior to rehire.  
43

44 Employees placed from the rehire list into positions with the same salary range held at the  
45 time of layoff shall be placed at the same step in the range held at the time of layoff.  
46 Employees placed from the rehire list into positions with a lower salary range than held at  
47 the time of layoff shall be placed in a salary step nearest to, but not in excess of, the salary  
48 held at time of layoff.  
49

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

3  
4 Employees Hourly Work and Education Eligibility. Employees on rehire list(s) shall be  
5 eligible to participate in Harborview Medical Center in-service programs and other  
6 Harborview Medical Center training programs on a space available basis and on the  
7 employee's own time. Employees on the rehire list(s) shall be given preference for ~~per~~  
8 ~~diem~~ intermittent and nonpermanent work. Acceptance of such work will not affect an  
9 employee's recall rights. Preference shall be handled in accordance with the following:

- 10  
11 A. The employee must specifically request the work in advance and must follow all  
12 Harborview Medical Center policies and procedures regarding hourly work.  
13 B. Employees on a rehire list who meet the requirements of (A) above will have  
14 preference for hourly work assignments when the schedules are developed.

15  
16 Computing & Communication and Training and Development Classes. Bargaining unit  
17 members on the rehire list are eligible to take all Computing & Communications and  
18 Training & Development courses on a space available basis upon payment of designated  
19 fees.

- 20  
21 38.14 Restructure. In the event of a unit, departmental, or hospital-wide restructure, the Medical  
22 Center will determine the number of full-time and part-time FTE's by shift required for the  
23 new or restructured department or unit. Prior to determining the schedule, the Medical  
24 Center shall meet with the employees of the affected unit(s) or department(s) to discuss  
25 the reconfiguration of the FTE's in the unit(s) or department(s) and the new work  
26 schedule(s). A listing of the FTE's for each shift on the new or restructured unit(s) or  
27 department(s) shall be posted on the impacted unit(s) or department(s) for no less than  
28 ten (10) days. All other vacant bargaining unit positions shall also be posted on the  
29 impacted unit(s) and department(s) concurrently with the FTE list posting for no less than  
30 ten (10) days. By the end of the posting period, each employee in units or departments  
31 subject to or impacted by restructure, will have submitted to the Medical Center a written  
32 list that identifies in rank order of preference (first to last) all available positions for which  
33 the employee is willing to work.

34  
35 The Medical Center shall assign each employee, in order of seniority, to positions on the  
36 new or restructured unit(s) or department(s) based upon an Employee's submitted  
37 preference list and the essential skills of the employee and the skills needed in the  
38 available positions.

1 Tentatively Agreed To:

2 For the Union:

For the Employer:

3 DocuSigned by:

DocuSigned by:

4 *Jane Hopkins*

*Banks Evans*

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5 Date: 5/24/2022

Date: 5/24/2022

7 For the Union:

8 DocuSigned by:

9 *Justin Nowinger*

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11 Date: 5/24/2022



**ARTICLE 45 – WAGES AND OTHER PAY PROVISIONS**

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

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

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

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

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

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

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

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

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

~~When a leave of absence without pay exceeds eighty (80) hours in a calendar month, prorated, the progression start 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 date.~~

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

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

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

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

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

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

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

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

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

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

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

45.7 Employees required to restrict their off-duty activities in order to be immediately available for duty when called, will be compensated for time spent in standby status. An employee called to work will be paid at time and one-half (1-1/2) and shall be paid for a minimum of

two and one half (2 ½) hours. Call back from standby does not apply until after forty-five (45) minutes after the end of the scheduled shift.

Call Back When an employee has left the institution grounds and is called to return to work outside of regularly scheduled hours to handle emergency situations which could not be anticipated, the employee shall receive pay for time actually worked. Time worked shall be compensated at time and one-half (1-1/2) and shall be paid for a minimum of two and one half (2 ½) hours. Time worked immediately preceding the regular shift does not constitute call back, provided time worked does not exceed two hours or notice of at least eight hours has been given. An employee on standby status called to return to the work-station does not qualify for call back pay.

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

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

A. Modality Pay 1 - For staff actively participating in a new training program for a new modality.

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

C. Modality Pay 3 - for staff assigned as a preceptor to other staff.

45.10 Float Pay.

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

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

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

45.12 **SALARY SCHEDULES AND PREMIUMS**

- 1  
2 A. Effective July 1, 2021, each classification represented by the Union will continue to be  
3 assigned to the same Pay Table and Salary Range as it was assigned on June 30,  
4 2021. Effective July 1, 2021, each employee will continue to be assigned to the same  
5 Salary Range and Step that they were assigned on June 30, 2021 unless otherwise  
6 agreed. Employees who are paid above the maximum for their range on June 30, 2021  
7 will continue to be paid above the maximum range on July 1, 2021 unless otherwise  
8 agreed.
- 9 B. Effective on the first available pay period following ratification as determined by the  
10 Employer, all Salary Ranges described in Section A above, except Pay Table BR,  
11 Range 02 and Pay Table BR, Range 03, will be increased by two percent (2%). This  
12 increase will be based upon the salary schedule in effect on June 30, 2021.
- 13 C. Effective July 1, 2022, all Salary Ranges described in Section A will be increased by  
14 an additional two percent (2%). This increase will be based upon the salary schedule  
15 in effect on June 30, 2022.
- 16 D. Employees who are paid above the maximum for their range on the effective date of  
17 the increase described in B and C above will not receive the specified increase to their  
18 current pay unless the new range encompasses their current rate of pay.
- 19
- 20 E. Effective on the first available pay period following ratification as determined by the  
21 Employer, Pay Table BR Range 02 will be increased by one percent (1%). This  
22 increase will be based upon the salary schedule in effect June 30, 2021.
- 23
- 24 F. Effective no more than forty-five (45) days following ratification on the first available  
25 pay period as determined by the Employer, Pay Table BR, Range 02 will be increased  
26 by five percent (5%) for recruitment and retention purposes. The recruitment and  
27 retention increase will be applied after the across-the-board increase described in  
28 Section E. The new step values shall align with the 7/1/2021 rates of UWMC-Montlake  
29 Pay Table BJ, Range 02.
- 30
- 31 G. Effective no more than forty-five (45) days following ratification on the first available  
32 pay period as determined by the Employer, the values on Pay Table BR, Range 03  
33 will be increased to reflect eight percent (8%) above Table BR, Range 02 at each step  
34 of the wage scale. The eight percent (8%) difference will be maintained throughout  
35 the life of this agreement.
- 36

**PREMIUMS****HMC Registered Nurse Bargaining Unit/ALNW Bargaining Unit**

40	Evening shift differential	\$2.50
41	Night shift differential	\$4.50
42	Standby Pay (for 0 to 30 hours per pay period)	\$4.25
43	Standby Pay (for hours over 30 per pay period)	\$6.25
44	Weekend	\$4.00
45	Preceptor	\$1.50
46	Certification	\$1.25
47	Temporary Float premium (Does not apply to ALNW unit)	\$3.75
48	Charge	\$2.50
49		
50	BSN	\$1.00

**Social Worker/Dietitian/SLP Unit**

Evening shift differential:	\$2.00
Night shift differential:	\$2.75
Standby pay:	\$4.00
Weekend:	\$2.50
Dietitian/SLP Certification:	\$1.25
Dietitian Preceptor	\$1.50
Social Worker License Pay	\$1.50
Preceptor	\$1.50
Weekend Coordinator	\$2.00

**PA-ARNP Bargaining Unit**

Evening shift differential:	\$2.50
Night shift differential:	\$4.50
Standby pay:	\$4.00
Weekend:	\$4.00
Certification:	\$1.25
Preceptor:	\$1.50

**Professional/Technical Bargaining Unit**

Evening shift differential:	\$2.00
Night shift differential:	\$2.75
Standby Pay (for 0 to 30 hours per pay period):	\$4.00
Standby Pay (for hours over 30 per pay period):	\$6.00
Weekend:	\$2.50
Certification:	\$1.25
Substitute lead:	\$2.00
Modality Pay 1	\$1.25
Modality Pay 2	\$1.50
Modality Pay 3	\$1.75

Effective July 1, 2022

Standby Pay (for 0 to 30 hours per pay period)	\$5.00
Standby Pay (for hours over 30 per pay period)	\$7.00

**Imaging Technologist Supervisor Bargaining Unit**

Evening shift differential:	\$2.00
Night shift differential:	\$2.75
Standby Pay (for 0 to 30 hours per pay period):	\$4.00

Standby Pay (for hours over 30 per pay period):	\$6.00
Weekend:	\$2.50
Certification:	\$1.25
Substitute lead:	\$2.00
Modality Pay 1	\$1.25
Modality Pay 2	\$1.50
Modality Pay 3	\$1.75

### **Respiratory Care / Anesthesiology Technician / Electroneurodiagnostic Technologist Bargaining Unit**

Evening shift differential:	\$2.00
Night shift differential:	\$2.75
Standby Pay (for 0 to 30 hours per pay period):	\$4.00
Standby Pay (for hours over 30 per pay period):	\$6.00
Weekend:	\$2.50
Substitute lead	\$2.00
Certification Pay	\$1.25
Preceptor	\$1.50

### **Electroneurodiagnostic Technologist Bargaining Unit** Effective July 1, 2022

Standby Pay (for 0 to 30 hours per pay period)	\$5.00
Standby Pay (for hours over 30 per pay period)	\$7.00

### **Pharmacy Technician Bargaining Unit**

Standby pay:	\$4.00
Evening shift differential:	\$2.00
Night shift differential:	\$2.75
Weekend:	\$2.50

45.13 Charge Nurse. A Registered Nurse 2 (staff nurse) who is assigned responsibility for an organized unit for a period of four (4) or more hours. Charge nurse responsibility shall not overlap on the same shift. "Organized unit" shall be defined by the Employer. Upon successful completion of the probationary period, all nurses shall be eligible to apply for training as charge nurse. If a nurse is not accepted into training, the nurse will receive an explanation.

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

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

1 45.14 Preceptor. A Registered Nurse 2, PA-ARNP, Social Worker, Dietitian, END Technologist,  
2 Respiratory Care Practitioner or Anesthesia Technician may serve as a preceptor after  
3 successfully completing a preceptor workshop or equivalent documented training and  
4 agreeing to and being appointed to be specifically responsible for planning, organizing,  
5 and evaluating the new skill development of one or more employees as appropriate  
6 enrolled in a defined orientation program, the parameters of which have been set forth in  
7 writing by the Employer. This includes teaching, clinical supervision, role modeling,  
8 feedback, evaluation (verbal and written) and follow up of the new or transferring  
9 employee.

10  
11 The preceptor is eligible to receive preceptor premium pay when actually engaged in  
12 preceptor role responsibilities with/on behalf of the orienting employees.

13  
14 An employee substituting for the original preceptor during a period of absence and who  
15 has been designated to carry out the preceptor's complete responsibility (including  
16 following and/or adjusting the plan to meet learning needs and providing oral and written  
17 evaluation input) will receive preceptor pay.

18  
19 A preceptor may be assigned to a student when it is determined by the Employer that the  
20 employee has completed the required preceptor training or has agreed to and been  
21 appointed a preceptor. The employee is specifically responsible for planning, organizing,  
22 and evaluating the new skill development of the student as appropriately enrolled in a  
23 defined program, the parameters of which have been set forth in writing by the Employer.  
24 This includes teaching, clinical supervision, role modeling, feedback, evaluation (verbal  
25 and written) and follow up of the student.

26  
27 45.15 Certification

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

31  
32 Registered Nurses. Nurses certified in a specialty area by a national organization and  
33 working in that area of certification shall be paid a premium provided the particular  
34 certification has been approved by the Associate Administrator for Patient Care, or  
35 designee, and further provided that the nurse continues to meet all educational and other  
36 requirements to keep the certification current and in good standing. A certified nurse is  
37 eligible for only one certification premium regardless of other certifications the nurse may  
38 have. Certified nurses will notify their respective Director/Manager in writing at the time  
39 certification is received, providing a copy of the original certification document.  
40 Certification pay will be effective the first full pay period after the date documentation is  
41 received by the Director/Manager.

42  
43 Imaging Technologists/Diagnostic Medical Sonographers.

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

Respiratory Care Practitioners who were both hired and receiving certification pay prior to July 1, 2017, for being registered as a Registered Respiratory Therapist (RRT) by the National Board for Respiratory Therapy will continue to receive certification pay. However, they will not be eligible for any additional certification premium.

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

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

The Imaging Technologist Supervisors and Imaging Technologist Education QA. The Imaging Technologist Supervisors and Imaging Technologist Education QAs who obtain and maintain their registration through the American Registry of Radiologic Technologists (ARRT) in more than one (1) modality will be paid one dollar and twenty-five cents (\$1.25) per hour premium for all hours in paid status.

A. Employees will be eligible for the premium if:



1. The certification has been presented to and approved by management;
2. The employee continues to meet all educational and other requirements to keep the certification current and in good standing;
3. The employee is working or supervising in the area of certification.

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

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

PA-ARNPs. Advanced Registered Nurse Practitioners and Physician Assistants, certified in a specialty area by a national organization and working in that area of certification, shall be paid a premium provided the particular certification has been approved by the Associate Administrative, or designee. The certification must be renewable with ongoing continuing education in the specialty area. The employee is only eligible to receive certification pay if their certification is germane to their current clinical area of practice. This determination is the role of the Administrator or designee.

A certified employee is eligible for only one (1) certification premium regardless of other certifications the employee may have. At least one (1) year of work experience as a PA-ARNP is required prior to eligibility. Certified employees will notify their respective Supervisor/Manager in writing as well as nurse recruiting at the time certification is received, providing a copy of the original certification document. Certification pay will be effective the first full pay period after the date documentation is received by the Supervisor/Manager. The employer reserves the right to determine if the certifying body is in good standing for the purpose of certification pay.

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

Tentatively Agreed To:

For the Union:

DocuSigned by:

Jane Hopkins

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Date: 5/24/2022

For the Union:

DocuSigned by:

Justin Nowinger

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Date: 5/24/2022

For the Employer:

DocuSigned by:

Banks Evans

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Date: 5/24/2022

**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**

<b>Job Code</b>	<b>Job Profile</b>
18908	Flight Nurse (E S SEIU 1199NW ALNW)
21038	Flight Nurse (NE H Temp SEIU 1199NW ALNW)
17883	Flight Nurse (NE S SEIU 1199NW ALNW)
18909	Flight Nurse, Senior (E S SEIU 1199NW ALNW)
21039	Flight Nurse, Senior (NE H Temp SEIU 1199 NW ALNW)
21761	Flight Nurse, Senior (NE S SEIU 1199NW ALNW)
XXXXX	Flight Paramedic

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

**47.3 Part-Time Employees.** For Airlift Northwest Bargaining Unit Members – an employee who is classified staff and is regularly scheduled ~~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.
1. Any employee serving a trial service period may have their trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.
  2. An employee serving a trial service period may voluntarily revert to their former permanent position within six (6) weeks of the appointment, provided that the position has not been filled or an offer has not been made to an applicant. After six (6) weeks employees may revert to their former position with Employer approval.
  3. In the event the former position has been filled with a permanent employee, the employee will be placed on the rehire list.
  4. The reversion of employees who are unsuccessful during their trial service period is not subject to the grievance procedure in Article 6.
- B. An employee who voluntarily moves from one position in the bargaining unit to another within the same job classification (excluding shift changes on a given work unit) shall have a trial service period of six (6) weeks. During the trial service period either the employee or the employer may elect for the employee to return to their position without notice and without recourse to the grievance procedure. In the event the former position has been filled with a permanent employee, the employee will be placed on the rehire list.

47.6 Elective Educational and Professional Leave.

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

Such leave shall be subject to budgetary considerations, the scheduling requirements of the Employer, and approval by the Chief Flight Nurse, Regional manager, Department head or designee, of the subject matter to be studied. Such leave may be used on an hourly basis if staffing permits.

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

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

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

47.7 Education Support Funds.

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

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

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

47.8 Equipment

The following equipment will be provided by Airlift Northwest:

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

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

Helmet – Airlift Northwest will provide a helmet.

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

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

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

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

47.9 Mileage and Per Diem

The Employer will provide mileage and meal reimbursement in accordance with University and ALNW Policy.

47.10 ALNW Safety Committee

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

10  
11 Committee Make-Up:

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

20  
21 The Airlift Northwest Administrator most responsible for safety matters and at least  
22 one (1) AAOC will attend Airlift Northwest Safety Committee meetings.

23  
24 B. Committee paid time: Safety Committee meetings are open to all employees. For  
25 nurses appointed to the Airlift Northwest Safety Committee attendance at committee  
26 meetings and performing work assigned to them by the committee (e.g. policy  
27 review; equipment review) will be considered work time and paid appropriately.  
28 Employees who attend Safety Committee meetings who are not members of the  
29 committee will be considered in pay status only if the meeting overlaps with their  
30 regular schedule and if attendance does not impede their ability to perform their  
31 normal duties.

32  
33 C. EE Education/Awareness: At the time of the new employee orientation all new  
34 employees will be given information regarding the Safety Committees, including but  
35 not limited to, the committee's mission, meeting time and location, members and  
36 location of agendas and minutes.

37  
38 D. Accountability: The employer will make a good faith effort to accommodate off-site  
39 employees by video or tele-conferencing.

40  
41 Any employee may submit safety suggestions to the Safety Committee for review  
42 and recommendation. Submissions may also be brought directly to the committee by  
43 committee members.. The Safety Committee will maintain an on-going tracking and  
44 charting system for all safety concerns which shall include a summary of each safety  
45 concern brought to the committee, any action plan developed to address the concern  
46 and any resolution, if any, that is reached.

47  
48 The date, time, location and agenda of each Safety Committee meeting will be  
49 posted to all employees at least two weeks ahead of each meeting.  
50

1 E. Communication: All Safety Committee minutes will be posted electronically and  
2 stored on an internal drive that employees can access.

3  
4 The Safety Committee is charged with maintaining an on-going tracking and charting  
5 system for all safety concerns. This chart will include, but is not limited to:

- 6  
7 1. An outline of each concern brought to the Safety Committee or being addressed  
8 by the Safety Committee.  
9 2. The action plan to address the concern or issue.  
10 3. The evidence of resolution as it is reached  
11

12 F. Safety Audits: The Employer will conduct independent safety audits of all  
13 vendor's aircraft annually and in accordance with CAMTS requirements. The audit  
14 reports will be provided to the safety committee and shared with the staff at an all-staff  
15 meeting.  
16

17 47.11 Aircraft out of Service

18 Employer, at its discretion, may assign the nurse to work at another Airlift Northwest  
19 facility or assign other work as determined. The Employer will attempt to assign  
20 employees within their geographical region.  
21

22 For Flight Nurses working in Juneau: In a rolling three month period, Flight Nurses will  
23 not be required to use more than twenty-four (24) hours of vacation time, compensatory  
24 time, holiday credit, leave without pay, or a combination thereof, for any aircraft out of  
25 service for three or more consecutive days. If an aircraft is out of service two or more  
26 times in a rolling three month period as described above, this will trigger an emergency  
27 JLM to discuss the impacts.  
28

29 If the nurse has already reported to work and the Employer assigns the nurse to work at  
30 another Airlift Northwest facility, travel time will be considered duty time.  
31

32 ALNW will make a best faith effort to allow staff enough drive time to be included such  
33 that they could be back at their original Base by their scheduled time off (currently no  
34 guarantee under any shift) and will pay the appropriate rate of pay (over-time or double-  
35 time) if on flight-related duty. ALNW will pay one and a half (1 ½ ) hour of drive time from  
36 Boeing Field for Arlington, Olympia, and Bremerton, two (2) hours for Bellingham, up to  
37 two and a half (2 1/2) hours for Yakima, and up to three (3) hours for Wenatchee and  
38 three and a half (3 ½) for Pasco all at straight time, if the employee does not get off at  
39 their originally scheduled shift's end from Boeing Field.  
40

41 If there is no other work to do, the nurse may choose to use leave without pay or annual  
42 leave, if available, to cover the nurse's scheduled work time.  
43

44 47.12 Stuck Out of Town

45 When employees are stuck out of town they will receive either four (4) or eight (8) hours  
46 of pay for each day they are stuck out of town. If the employee returns in four (4) or  
47 fewer hours of their duty off time they receive four (4) hours of pay at the overtime rate of  
48 pay. If the employee returns after more than four (4) hours of their duty off time they will  
49 receive eight (8) hours of pay at the overtime rate of pay. This includes time to  
50 complete all aspects of the mission including but not limited to charting.

47.13 Official Duty Station

Each bargaining unit employee will be assigned an official duty station.

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

47.14 Juneau Base Staffing

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

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

47.15 Nurse Replacement

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

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

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

47.16 Hours of Work and OvertimeA. Work Day

The length of the workday may vary depending on the base and/or aircraft. The Employer and the Union will make a good faith to discuss changes to the scheduled length of a workday at a given base and/or aircraft at a JLM.

Except in emergent medical situations, the employer will make a good faith effort to end duty shifts on time in an effort to minimize mandatory overtime.

B. Overtime

Both the Employer and the Union concur that overtime shall be minimized. Overtime at time and one half (1 ½) shall be paid for hours worked beyond an employee's regularly scheduled shift in one day, or for hours worked beyond the full-time work schedule in accordance with the definition of the work period for a full-time classified



employee in Article 47.2. Overtime at the rate of double time (2x) will be paid for continuous hours worked beyond twelve (12) for a twelve (12) hour scheduled shift and for continuous hours worked beyond twenty-four (24) hours when the flight nurse is in flight status. This includes time to complete all aspects of the mission including but not limited to charting. Sick leave paid for will not count toward the calculation of overtime.

The straight time hourly rate of pay used for the calculation of overtime shall include all differentials and premiums that are considered part of the employee's regular rate of pay.

Under the KRONOS system, overtime will be triggered and compensated to the nearest minute beyond a seven (7) minute grace period before/after a scheduled shift.

As an option to wage payment above, an employee may request to accrue compensatory time on the basis of one and one-half (1 ½) the amount of overtime worked, or double time for registered nurses as appropriate. The Employer will allow the accrual of up to forty (40) hours of compensatory time calculated on a rolling basis. The Employer will consider special circumstances when deciding whether or not to grant the accrual of compensatory time in excess of forty (40) hours (e.g. advanced knowledge that an employee will be taking a long-term leave in the near future and the accrued time would be used to cover for all or part of that leave). This is not intended to upset any formal department policies regarding the accrual and use of compensatory time that exceed this unless there is agreement to do so. Accrued compensatory time will be scheduled off in a manner similar to the scheduling of vacation days requested off.

C. Compensatory Time Cash Out:

If compensation is paid to an employee for accrued compensatory time, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

All compensatory time must be used by June 30th of each year. The employee's compensatory time balance will be cashed out every June 30th or when the employee leaves University employment for any reason. The employee's compensatory time balance may be cashed out when the employee:

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

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

D. 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. 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. Work in Advance of Shift

When an employee at the request of the Employer reports for work in advance of the assigned shift and continues working through the entire scheduled shift all hours worked prior to the scheduled shift shall be paid at the appropriate overtime rate.

47.17 Change in Working Conditions

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

47.18 Sick Leave Usage for Travel

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

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

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

The Union shall prevail upon all employees in the bargaining units and especially Union delegates to make a diligent and serious attempt to resolve complaints at the lowest

possible level. The Employer, likewise, shall prevail upon its supervisory personnel to cooperate fully with the Union delegates and other Union representatives in the speedy resolution of any grievances that may arise.

Delegates will normally process grievances only in their own base.

The Union shall annually submit an up-to-date list to the Office of Labor Relations indicating the names of all Union delegates, their work locations and jurisdiction. The Office of Labor Relations shall be notified of changes as they occur. Union delegates shall not be recognized until the Office of Labor Relations is informed of their appointment.

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

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

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

47.21 Bereavement Leave.

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

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

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

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

Committee Work. All time spent by employees on Employer established committees and committees mentioned in this contract (including side letters) shall be considered paid release time (provided the employee is scheduled to work during the time of the committee meeting) and shall be paid at the regular rate of pay.

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

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

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

47.27 PREMIUMS

Evening shift differential	\$2.50
Night shift differential	\$4.00
Standby Pay	\$4.00
Weekend	\$4.00
Preceptor	\$1.50
Certification	\$1.25
BSN	\$1.00

47.28 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

1	Article 5	Affirmative Action
2	Article 6	Grievance Procedure
3	Article 7	Union Dues Deduction
4	Article 8	Employee Facilities
5	Article 13	Tuition Exemption Program
6	Article 16	Holidays
7	Article 17	Vacation Schedule
8	Article 18	Sick Leave
9	Article 20	Miscellaneous Leave
10	Article 21	Family Medical Leave Act and Parental Leave
11	Article 22	Management Rights and Responsibilities
12	Article 23	Performance of Duty
13	Article 24	Unpaid Holidays for a Reason of Faith or Conscience
14	Article 25	Leave Due to Family Care Emergencies
15	Article 27	Leave Related to Domestic Violence, Sexual Assault or Stalking
16	Article 28	Health Insurance and Pension
17	Article 29	Military Leave
18	Article 30	Workers Compensation Leave
19	Article 32	Subordination of Agreement and Saving Clause
20	Article 33	Complete Agreement
21	Article 34	Duration
22	Article 35	Drug and Alcohol Free Workplace
23	Article 36	Corrective Action/Dismissal Process
24	Article 38	Seniority Layoff and Rehire
25	Article 40	Mandatory Subject
26	Article 41	New Employee Orientation
27	Article 42	Union Activities (except Article 42.6 and 42.7)
28	Article 44	Classification and Reclassification
29	Article 45	Wages and Other Pay Provisions (45.3 Periodic Increments/Salary Step Increments Only)

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

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

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

47.30 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  
2 A. Positions of a lower FTE status in the classification from which the employee was laid  
3 off;  
4 B. Lower classifications in the series from which the employee was laid off.

5  
6 The University will refer an employee from the designated rehire list(s) for any open  
7 positions in the layoff unit within .2 FTE of the position from which the employee was laid  
8 off for which the laid off employee possesses the essential skills. Employees referred from  
9 the rehire list(s) who possess the essential skills needed for a vacant position in the layoff  
10 unit will be offered the position prior to the University offering it to any other applicant. The  
11 University will refer employees from the rehire list(s) in order of seniority, most senior  
12 employee on the list first.

13  
14 The University will create and maintain an Airlift Northwest rehire list and any nurse laid  
15 off from Airlift Northwest will be placed on that list. Nurses will indicate base preference  
16 for rehire. For purposes of placement of a laid off Airlift Northwest nurse on the Airlift  
17 Northwest rehire list, seniority will be as defined in 38.1. Nurses laid off from Airlift  
18 Northwest may, at their option, choose to be placed on the Harborview Medical Center  
19 Registered Nurse rehire list. For purposes of placement of a laid off Airlift Northwest nurse  
20 on the Harborview Medical Center Registered Nurse rehire list, Airlift Northwest nurses  
21 will be considered the most junior.

22  
23 47.31 Rehire Trial Period. Employees placed into vacant positions from the rehire list will serve  
24 a two (2) month rehire trial period. During the rehire trial period either party may, at its sole  
25 discretion and without resort to the grievance procedure, initiate return to the rehire list.  
26 Time spent in a rehire trial period will not count toward the twenty-four (24) month rehire  
27 list period. The two (2) month rehire trial period will be adjusted to reflect any paid or  
28 unpaid leave taken during the period.

29  
30 47.32 Removal from List. For nurses laid off from Airlift Northwest removal from the rehire list  
31 will be in accordance with the following:

- 32  
33 A. Airlift Northwest nurses may refuse one (1) offer of rehire into a position within ALNW  
34 if the position offered is not at the base at which the nurse was working when laid off;  
35 B. Airlift Northwest nurses will be removed from the rehire list if they accept a position  
36 within Airlift Northwest from the rehire list; if they refuse a position within Airlift  
37 Northwest at the base the nurse was working when laid off; or, if they refuse any two  
38 (2) positions within Airlift Northwest;  
39 C. Nurses who choose to be placed on the Harborview Medical Center Registered Nurse  
40 rehire list will be removed from that list if they accept a position as a result of being  
41 referred from the rehire list or if they refuse placement into an offered position;  
42 D. Removal from the Harborview Medical Center Registered Nurse rehire list will not  
43 affect a nurse's status on the Airlift Northwest rehire list.

44  
45 47.33 Base Closure. In the event of a base closure the Employer will notify the union and  
46 employees as soon as possible. The Employer will provide a minimum of sixty (60) days'  
47 notice for the closing of a base outside Washington State and a minimum of six (6) weeks'  
48 notice for the closing of a base inside Washington State.

49  
50 The employees will be laid off in order of seniority using the following process:

- 1  
2 A. a bump pool of nurses working in ALNW positions equal to the number of nurses being  
3 laid off as a result of the base closure will be developed. The bump pool will consist of  
4 the least senior nurses working throughout the Airlift Northwest system.  
5 B. in order of seniority, nurses from the base being closed will be offered the opportunity  
6 to displace any junior nurse in the bump pool.  
7 C. nurses who choose not to displace a junior nurse from the bump pool and nurses for  
8 whom there is no displacement option will be placed on the Airlift Northwest rehire list  
9 and will have full rehire rights in accordance with Article 38 – Seniority, Layoff, Rehire.  
10 D. Nurses displaced as a result of (A) above, will be placed on the rehire list and will not  
11 have the opportunity to displace a less senior nurse.  
12

13 47.34 Day Basing Airlift Northwest will notify the union and employees as soon as possible in  
14 regards to day basing and will make every best faith effort to provide provisions within  
15 reason to include a rest area, kitchen, and restroom, but will not guarantee this to be an  
16 Airlift Northwest-specific space. Airlift Northwest will make every effort to give staff sixty  
17 (60) days' notice.  
18

19 **47.XX Certification Pay.** Certification pay rewards employees for obtaining certifications that  
20 develop skills or knowledge above and beyond what is required in their job. The employer does  
21 not provide certification pay for certifications that are required to perform the job.  
22

23 Senior Flight Nurses and Flight Nurses certified in a specialty area by a national organization  
24 shall be paid a premium provided the particular certification has been approved by the  
25 appropriate Employer designee. A flight nurse with a qualifying certification will be eligible for  
26 certification premium pay for all hours paid and will continue to receive the premium provided  
27 that the flight nurse continues to meet all educational and other requirements to keep the  
28 certification current and in good standing. A flight nurse with a qualifying certification is eligible  
29 for only one certification premium regardless of other certifications the flight nurse may have. A  
30 flight nurse with a qualifying certification will notify their respective Director/Manager in writing at  
31 the time certification is received, providing a copy of the original certification document.  
32 Certification pay will be effective the first full pay period after the date documentation is received  
33 by the Director/Manager.  
34

35 **47.XX Float Pay.** ALNW will pay a float pay premium of \$4.00 per hour to Flight Nurses hired  
36 into the float pool.  
37  
38  
39  
40  
41  
42  
43  
44

1 Tentatively Agreed To:

2 For the Union:

3 DocuSigned by:

4 *Jane Hopkins*

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For the Employer:

DocuSigned by:

*Banks Evans*

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5  
6 Date: 5/24/2022

Date: 5/24/2022

7  
8 For the Union:

9 DocuSigned by:

10 *Justin Novinger*

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11  
12 Date: 5/24/2022



## ARTICLE 48 – TEMPORARY DIAGNOSTIC IMAGING EMPLOYEES

~~48.1 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. (21692) Nuclear Medicine P.E.T. Technologist (NE H Temp SEIU 1199NW HMC P/T)~~
- ~~B. (21693) Diagnostic Medical Sonographer (NE H Temp SEIU 1199NW HMC P/T)~~
- ~~C. (21694) Diagnostic Medical Sonographer Lead (NE H Temp SEIU 1199NW HMC P/T)~~
- ~~D. (21695) Diagnostic Medical Sonographer Spec (NE H Temp SEIU 1199NW HMC P/T)~~
- ~~E. (21696) Imaging Technologist Trainee (NE H Temp SEIU 1199NW HMC P/T)~~
- ~~F. (21697) Imaging Technologist (NE H Temp SEIU 1199NW HMC P/T)~~
- ~~G. (21698) Imaging Technologist Comp Tomo (NE H Temp SEIU 1199NW HMC P/T)~~
- ~~H. (21699) Imaging Technologist Angiography (NE H Temp SEIU 1199NW HMC P/T)~~
- ~~I. (21700) Imaging Technologist Mag Res Imaging (NE H Temp SEIU 1199NW HMC P/T)~~
- ~~J. (21701) Imaging Technologist Lead (NE H Temp SEIU 1199NW HMC P/T)~~
- ~~K. (21702) Imaging Technologist Mammo (NE H Temp SEIU 1199NW HMC P/T)~~
- ~~L. (21703) Cardiac Sonographer 1 (NE H Temp SEIU 1199NW HMC P/T)~~
- ~~M. (21704) Cardiac Sonographer 2 (NE H Temp SEIU 1199NW HMC P/T)~~
- ~~N. (21705) Cardiac Sonographer Lead (NE H Temp SEIU 1199NW HMC P/T)~~
- ~~O. (21706) Vascular Sonographer (NE H Temp SEIU 1199NW HMC P/T)~~
- ~~P. (21707) Vascular Sonographer Lead (NE H Temp SEIU 1199NW HMC P/T)~~

~~48.2 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 (350) hours, the twelve (12) month period will begin on the employee's original date of hire. The next twelve (12) 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).~~

### 48.3 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.~~

#### ~~48.4 HOLIDAY PREMIUM~~

~~If an employee works one of the following holidays, they will receive time at a rate of one and one half (1 1/2) for all hours worked on that holiday: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Native American Heritage Day, and Christmas.~~

#### ~~48.5 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.~~

~~1) Employees working in the classifications listed in Section 48.1 of this article will receive hourly pay rate increase equal to the across the board increase described in Article 45.12 (B) within 30 days of ratification.~~

~~2) The parties will discuss and bargain non permanent employee pay practices that will be effective July 1, 2022, when they bargain the implementation of the rules related to HB 2669. At the implementation of HB 2669, all of the employees working in the classifications listed in Section 48.1 of this article will be moved to a non permanent job classification and they will be placed on wage range steps.~~

~~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 D 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 D 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 (1) 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.~~

~~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 forty five (45) minutes after the end of the scheduled shift. The minimum callback hours shall not apply more than once in a sixty (60) minute period.~~

#### ~~D. PREMIUMS~~

<del>Standby Pay</del>	<del>\$3.75</del>
<del>Certification</del>	<del>\$1.25</del>
<del>Evening shift differential</del>	<del>\$2.00</del>
<del>Night shift differential</del>	<del>\$2.75</del>
<del>Weekend</del>	<del>\$2.50</del>

~~48.6 ENDING EMPLOYMENT. Employees planning to resign shall make a good faith effort to give at least fourteen (14) calendar days' notice of intention to terminate. All resignations shall be final unless the Employer agrees to rescind the resignation.~~

#### ~~48.7 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.~~

~~48.8 OTHER PROVISIONS. The Following Articles in this Agreement apply to Represented Per Diem Diagnostic Imaging Employees:~~

- ~~Article 1 Purpose~~
- ~~Article 2 Non-Discrimination~~
- ~~Article 5 Affirmative Action~~
- ~~Article 4 Recognition/Employer~~
- ~~Article 7 Union Dues Deduction~~

1 ~~Article 8 Employee Facilities~~  
2 ~~Article 22 Management Rights and Responsibilities~~  
3 ~~Article 23 Performance of Duty~~  
4 ~~Article 6 Grievance Procedure (non-corrective action only)~~  
5 ~~Article 40 Mandatory Subjects~~  
6 ~~Article 28 Health Insurance and Pension (if qualified per PEBB)~~  
7 ~~Article 31 Health and Safety~~  
8 ~~Article 32 Subordination of Agreement and Saving Clause~~  
9 ~~Article 33 Complete Agreement~~  
10 ~~Article 34 Duration of Agreement~~  
11 ~~Article 42 Union Activities~~  
12  
13

14 Tentatively Agreed To:

15 For the Union:

16 DocuSigned by:  
17 *Jane Hopkins*  
18 8981B9A2356D493...

19 Date: 5/24/2022

21 For the Union:

22 DocuSigned by:  
23 *Justin Nowinger*  
24 08A6CB801091432...

25 Date: 5/24/2022  
26  
27  
28

For the Employer:

DocuSigned by:  
*Banks Evans*  
C5469E99932C427...

Date: 5/24/2022

## **ARTICLE XX – NONPERMANENT AND INTERMITTENT EMPLOYEES**

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

### **XX.1. Definition.**

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

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

### **XX.2 Types of Nonpermanent Positions:**

- A. Nonpermanent Hourly
- B. Nonpermanent Fixed Duration

### **XX.3 Nonpermanent Hourly and Nonpermanent Fixed Duration Appointments:**

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

**XX.4 Intermittent Positions**

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

**XX.4 Hours of Work and Overtime.**

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

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

**B. Minimum Work Availability.**

- a. **Intermittent and Nonpermanent Employees:** Appointments may be ended due to a lack of work or employee availability.
- b. Notification of cancelled shift. Failure to notify or attempt to notify staff of cancellation at least two (2) hours prior to the start of a shift will result in the employee being assigned to a unit for a minimum of two (2) hours.
- c.
- d. **Intermittent and Nonpermanent Registered Nurses**
  - i. Minimum Work Availability. The minimum work availability for per-diem/hourly Nurses is four (4) shifts per four (4) week period. If a Nurse withdraws availability, the shift does not count towards the minimum requirement. All hourly staff, once scheduled, are expected to honor the commitment, with the exception of illness or serious emergency. If a Nurse is unable to report to work as scheduled, the nurse shall notify the Staffing Office or their Supervisor at least two (2) hours in advance of the scheduled shift.
  - ii. Weekend Availability Minimum. If working less than twenty (20) hours per week the requirement is two (2) weekend shifts per each four (4) week schedule period. If working more than twenty (20) hours per week the requirement is four (4) weekend shifts per each four (4) week schedule period. Weekend requirements are contingent upon unit staffing needs for weekend scheduling; weekday shifts may be substituted if that meets unit needs.
  - iii. Holiday Availability. In areas where staffing is required on holidays, per-diem staff are expected to commit to at least one (1) shift on the Thanksgiving Day, Christmas, or New Year holidays.
  - iv. Notification of cancelled shift. Failure to notify or attempt to notify staff of cancellation within the appropriate time limits will result in the employee being assigned to a unit for a minimum of two (2) hours.

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

**XX.5 Probationary Period Upon Movement from Nonpermanent or Intermittent to Regular.**

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

**XX.6 Compensation.**

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

- F. **Charge Nurse.** An intermittent or Nonpermanent Registered Nurse 2 who is assigned responsibility for an organized unit for a period of four (4) or more hours. Charge nurse responsibility shall not overlap on the same shift. "Organized unit" shall be defined by the Employer. Nurses shall be eligible to apply for training as charge nurse. If a nurse is not accepted into training, the nurse will receive an explanation.

Management will not generally assign charge duty to a per diem nurse. Nurses regularly assigned to a specific unit and who are qualified to act in charge will be placed in charge before a per diem nurse.

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

- G. **Certification.** Employees certified in a specialty area by a national organization and working in that area of certification shall be paid a premium provided the particular certification has been approved by the Associate Administrator for Patient Care, or designee, and further provided that the employee continues to meet all educational and other requirements to keep the certification current and in good standing. A certified employee is eligible for only one (1) certification premium regardless of other certifications the employee may have. Certified employees will notify their respective Director/Manager in writing at the time certification is received, providing a copy of the original certification document. Certification pay will be effective the first full pay period after the date documentation is received by the Director/Manager.

H. **Standby Premium.**

1) **Intermittent and Nonpermanent Registered Nurses:**

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

2) **All Other Intermittent and Nonpermanent Employees:**

Off-duty standby assignments shall be determined in advance by supervision. Employees required to restrict their off-duty activities in order to be immediately available for duty when called, will be compensated for time spent in standby status. An employee called to work will be paid at time and one-half (1-1/2) and shall be paid for a minimum of two and one half (2 ½) hours. Call back from standby does not apply until after forty-five (45) minutes after the end of the scheduled shift. The minimum callback hours shall not apply more than once in a sixty (60) minute period.

- I. **Preceptor.** An intermittent or nonpermanent employees will have the same eligibility for preceptor premium as employees in regular positions in the same classification.

I. **PREMIUMS**

**Intermittent and Nonpermanent Registered Nurses**

Evening shift differential	\$2.50
Night shift differential	\$4.00



Standby Pay	\$4.00
Weekend	\$4.00
Certification	\$1.25
Charge	\$2.25
Preceptor	\$1.50
BSN	\$1.00

Intermittent and Nonpermanent Employees

Standby Pay	\$3.75
Certification	\$1.25
Evening shift differential	\$2.00
Night shift differential	\$2.75
Weekend	\$2.50

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

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

**XX.X Sick Time Off**

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

**XX.X Vacation Time Off**

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

- D. Employees in Nonpermanent and Intermittent positions are subject to the maximum vacation time off accrual rules as outlined in RCW 43.01.044 for classified employment.

**XX.X Holidays and Holiday Credit**

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

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

**XX.X Personal Holiday**

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

**XX.X Corrective Action**

- A. Employees in a Registered Nurse Intermittent position who work a cumulative one thousand eight hundred and seventy-two (1,872) non-overtime hours or more from their date of hire in continuous Intermittent employment shall not be terminated except for just cause. The parties agree to adhere to the grievance process as outlined in Article XX Grievance Procedure. If an employee is not meeting performance expectations, they will be given an action plan outlining the identified issues. The parties agree to start at Step Two for terminations.
- B. Intermittent Registered Nurses who are not available to work for two (2) consecutive four (4)-week schedule periods and those who have not informed their immediate supervisor of extended non-availability may have their appointment terminated. Intermittent Registered Nurses who have not worked for six (6) consecutive months will

automatically have their appointment terminated and must reapply to be considered for intermittent or nonpermanent status.

- C. Assignment of hours or continuation of employment is at the discretion of the Employer. Upon request by the employee, a meeting to explain such action shall be held with a representative of the Employer.
- D. Intermittent Registered Nurses out of compliance with the above minimums may have their appointment terminated. Notwithstanding the above, if a H Intermittent Registered Nurses fails to provide dates to be scheduled as required by the applicable agreement, or to any lesser extent required by their unit, they shall be subject to a written warning. If they thereafter fail to provide dates on a second occasion within a rolling year, their appointment may be ended. Appointments may also end due to a lack of work.
- E. ENDING EMPLOYMENT. Intermittent and nonpermanent employees planning to resign shall make a good faith effort to give at least thirty (30) calendar days' notice of intention to terminate. All resignations shall be final unless the Employer agrees to rescind the resignation.

**XX.X Miscellaneous Leave.** If eligible, the Employer will continue to provide Family and Medical Leave, Domestic Violence Leave, Civil Duty Leave (as unpaid release time), Leave Without Pay for Reason of Faith or Conscience, and paid Military Leave in accordance with University Policy, Article 13, and Article 15.

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

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

Article 14 Employment Practices

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

- 14.2 – Personnel File (except section A)
- 14.3 – Liability Insurance

- 14.4 – Performance Evaluations
- 14.5 – Uniform/Clothing Damage (except Airlift Northwest paragraph)
- 14.7 – Floating
- 14.8 – Float Pools – Nurses
- 14.11 – Staff Meetings (except Airlift Northwest paragraph)
- 14.12 – Delegation of Nursing Care
- 14.15 – Payroll Errors

Article 15 Committees

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

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

Tentatively Agreed To:

For the Union:

DocuSigned by:  
*Jane Hopkins*  
8981B9A2356D493...

Date: 5/24/2022

For the Employer:

DocuSigned by:  
*Banks Evans*  
C5469E99932C427...

Date: 5/24/2022

For the Union:

DocuSigned by:  
*Justin Nowinger*  
08A6CB801091432...

Date: 5/24/2022

**APPENDIX I – JOB CLASSIFICATIONS**

<b>SALARIED JOB CODE</b>	<b>TEMP HOURLY JOB CODE</b>	<b>JOB CLASSIFICATION</b>	<b>PAY TABLE</b>	<b>SALARY RANGE</b>
18903 17882 (NE)	21034	Registered Nurse 2 (E S SEIU 1199NW HMC RN)	BR	02
18904 21793 (NE)	21035	Registered Nurse 3 (E S SEIU 1199NW HMC RN)	BR	03
18927	21703	Cardiac Sonographer 1 (NE S SEIU 1199NW HMC P/T)	BE	49
18928	21704	Cardiac Sonographer 2 (NE S SEIU 1199NW HMC P/T)	BE	52
18930	21705	Cardiac Sonographer Lead (NE S SEIU 1199NW HMC P/T)	BE	60
18913	21693	Diagnostic Medical Sonographer (NE S SEIU 1199NW HMC P/T)	BE	52
18914	21694	Diagnostic Medical Sonographer Lead (NE S SEIU 1199NW HMC P/T)	BE	63
18915	21695	Diagnostic Medical Sonographer Spec (NE S SEIU 1199NW HMC P/T)	BE	55
18921	21697	Imaging Technologist (NE S SEIU 1199NW HMC P/T)	BE	32
18923	21699	Imaging Technologist-Angiography (NE S SEIU 1199NW HMC P/T)	BE	50
18922	21698	Imaging Technologist-Comp Tomo (NE S SEIU 1199NW HMC P/T)	BE	41
18925	21701	Imaging Technologist-Lead (NE S SEIU 1199NW HMC P/T)	BE	60
18924	21700	Imaging Technologist-Mag Res Imaging (NE S SEIU 1199NW HMC P/T)	BE	53
18926	21702	Imaging Technologist-Mammo (NE S SEIU 1199NW HMC P/T)	BE	41
18919	21696	Imaging Technologist Trainee (NE S SEIU 1199NW HMC P/T)	BE	06
18938		Imaging Tech-Education Quality Assurance (NE S SEIU 1199NW HMC P/T)	BE	64
18912	21692	Nuclear Medicine P.E.T. Technologist (NE S SEIU 1199NW HMC P/T)	BE	73
18917		Nuclear Medicine Technologist 1 (NE S SEIU 1199NW HMC P/T)	BE	55

<b>SALARIED JOB CODE</b>	<b>TEMP HOURLY JOB CODE</b>	<b>JOB CLASSIFICATION</b>	<b>PAY TABLE</b>	<b>SALARY RANGE</b>
18918		Nuclear Medicine Technologist 2 (NE S SEIU 1199NW HMC P/T)	BE	62
18916		Nuclear Medicine Technologist Lead (NE S SEIU 1199NW HMC P/T)	BE	75
18931	21706	Vascular Sonographer (NE S SEIU 1199NW HMC P/T)	BE	52
18932	21707	Vascular Sonographer Lead (NE S SEIU 1199NW HMC P/T)	BE	60
18945 18940 (NE)		Dietitian 1 (E S SEIU 1199NW HMC SW/Dietitian)	BC	40
18946 18941 (NE)		Dietitian 2 (E S SEIU 1199NW HMC SW/Dietitian)	BC	50
18942		Social Work Assistant 2 (NE S SEIU 1199NW HMC SW/Dietitian)	BC	30
18944 17885 (NE)		Social Worker (E S SEIU 1199NW HMC SW/Dietitian)	BC	51
18935 21792 (NE)		Physician Asst-Adv Rn Pract (E S SEIU 1199NW HMC PA-ARNP)	BQ	12
18936		Physician Asst-Adv Rn Pract Lead (E S SEIU 1199NW HMC PA-ARNP)	BQ	22
18960		Anesthesiology Technician 2 (NE S SEIU 1199NW HMC Resp/Anesth/END)	BS	30
18959		Anesthesiology Technician Lead (NE S SEIU 1199NW HMC Resp/Anesth/END)	BS	37
18950		Electroneurodiagnostic Technologist 1 (NE S SEIU 1199NW HMC Resp/Anesth/END)	BS	40
18951		Electroneurodiagnostic Technologist 2 (NE S SEIU 1199NW HMC Resp/Anesth/END)	BS	50
18952		Electroneurodiagnostic Technologist 3 (NE S SEIU 1199NW HMC Resp/Anesth/END)	BS	57
18956		Respiratory Care Associate (NE S SEIU 1199NW HMC Resp/Anesth/END)	BS	32
18958		Respiratory Care Lead (NE S SEIU 1199NW HMC Resp/Anesth/END)	BS	63

SALARIED JOB CODE	TEMP HOURLY JOB CODE	JOB CLASSIFICATION	PAY TABLE	SALARY RANGE
18957		Respiratory Care Practitioner (NE S SEIU 1199NW HMC Resp/Anesth/END)	BS	54
18939 21770 (NE)		Imaging Technologist-Supervisor (E S SEIU 1199NW HMC Imaging Tech Supv)	BE	77
18947		Pharmacy Technician 1 (NE S SEIU 1199NW HMC Pharm Tech)	BC	06
18948		Pharmacy Technician 2 (NE S SEIU 1199NW HMC Pharm Tech)	BC	11
18949		Pharmacy Technician Lead (NE S SEIU 1199NW HMC Pharm Tech)	BC	16
18908 17883 (NE)	21038	Flight Nurse (E S SEIU 1199NW ALNW)	BR	02
18909 21761 (NE)	21039	Flight Nurse, Senior (E S SEIU 1199NW ALNW)	BR	03

Tentatively Agreed To:

For the Union:

DocuSigned by:

*Jane Hopkins*

8981B9A2356D493...

Date: 5/24/2022

For the Union:

DocuSigned by:

*Justin Nowinger*

08A6CB801091432...

Date: 5/24/2022

For the Employer:

DocuSigned by:

*Banks Evans*

C5469E99932C427

Date: 5/24/2022

**MEMORANDUM OF UNDERSTANDING****By and Between****Service Employees International Union 1199NW****And****University of Washington****MOU: INTERMITTENT, NONPERMANENT, AND REPRESENTED TEMPORARY  
EMPLOYEES**

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

**A. Transition of employees:**

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

Min	Max	PSD
0	<156	8/1/2022
156	<312	7/1/2022
312	<468	6/1/2022
468	<624	5/1/2022
624	<780	4/1/2022
780	<936	3/1/2022
936	<1092	2/1/2022
1092	<1248	1/1/2021
1248	<1404	12/1/2021
1404	<1560	11/1/2021
1560	<1716	10/1/2021
1716	<1872	9/1/2021



- 1
- 2 B. Once the employees described in Section A have been placed in Intermittent,
- 3 Nonpermanent Hourly, or Nonpermanent Fixed Duration appointments, the Employer
- 4 will sunset the usage of temporary appointments for classifications represented by the
- 5 Union.
- 6
- 7 C. The Employer will provide each newly accreted member with thirty (30) minutes of paid
- 8 release time to meet with the Union in accordance with Articles 41.2 and 41.5.
- 9

10

11 Tentatively Agreed To:

12 For the Union:

13 DocuSigned by:

14 *Jane Hopkins*

8981B9A2356D493...

For the Employer:

DocuSigned by:

*Banks Evans*

C5469E99932C427...

15

16 Date: 5/24/2022

17

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**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**Service Employees International Union 1199NW**  
**And**  
**University of Washington**

**MOU: UNIT CLARIFICATION INTERMITTENT AND NONPERMANENT EMPLOYEES**

A. Within 30 days the parties will jointly petition PERC to clarify the following bargaining units to include employees working in intermittent and nonpermanent positions.

1. Harborview Registered Nurse Bargaining Unit
2. Professional/Technical Bargaining
3. Social Worker and Dietitian Bargaining Unit
4. Physician Assistant-Advanced RN Practitioner Bargaining Unit
5. Respiratory Therapist/Anesthesia Technician/Electroneurodiagnostic  
Technologist Bargaining Unit
6. Imaging Technologist Supervisor Bargaining Unit
7. Pharmacy Technician Bargaining Unit
8. Airlift Northwest Bargaining Unit

B. The impacted job classifications are listed in Appendix I (attached).

C. The Employer will provide each newly accreted member with thirty (30) minutes of paid release time to meet with the Union in accordance with Articles 41.2 and 41.5.

1 Tentatively Agreed To:

2 For the Union:

For the Employer:

3 DocuSigned by:

4 *Jane Hopkins*

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