COLLECTIVE BARGAINING AGREEMENT

THE STATE OF WASHINGTON

AND

SERVICE EMPLOYEES INTERNATIONAL UNION HEALTHCARE 1199NW

EFFECTIVE
JULY 1, 2019 THROUGH JUNE 30, 2021

2019-2021

SEIU HEALTHCARE 1199NW
2019-2021

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SIGNATURE PAGE

PREAMBLE

Pursuant to the provisions of RCW 41.06 and 41.80, this Agreement is made and entered into by the State of Washington, referred to as the "Employer," and the Service Employees International Union Healthcare 1199NW (SEIU Healthcare 1199NW) referred to as the "Union." The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

PURPOSE

The purpose of this Agreement is to facilitate the achievement of the mutual goal of providing quality health care by maintaining fair and reasonable employment conditions and by promoting effective methods for prompt adjustment of differences, misunderstandings and disputes.

ARTICLE 1
NON-DISCRIMINATION

Under this Agreement, neither party will discriminate against nurses on the basis of religion, age, sex, gender identity, gender expression, marital status, status as a breastfeeding mother, race, color, creed, national origin, political affiliation, military status, status as an honorably discharged veteran, disabled veteran or Vietnam era veteran, sexual orientation, or any real or perceived sensory, mental or physical disability, genetic information, because a nurse is an actual or perceived victim of domestic violence, sexual assault or stalking, or because of the participation or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this Article. The Employer and the Union agree to support and encourage diversity in the workplace and prevent all forms of discrimination.

ARTICLE 2
RECOGNITION CLAUSE

2.1 The Employer recognizes the Union as the exclusive bargaining representative for all registered nurses in the bargaining units described in Appendix A, entitled "Bargaining Units Represented by the SEIU Healthcare 1199NW," but it does not cover any statutorily excluded positions or any positions excluded in Appendix A. The titles of the jobs listed in Appendix A are listed for descriptive purposes only. This does not mean that the jobs will continue to exist or be filled.

2.2 If, during the term of this Agreement the Public Employment Relations Commission (PERC) certifies the Union as the exclusive representative for another bargaining unit in general government, the terms of this Agreement shall apply.

ARTICLE 3
UNION DUES DEDUCTION AND STATUS REPORTS

*This Article has been modified by an **MOU** dated July 12, 2019.

3.1 Union Dues Deduction and Cancellation

A. The Employer will inform new, transferred, promoted, or demoted nurses prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer shall furnish nurses appointed into bargaining unit positions with membership materials provided by the Union.

B. When a nurse provides written authorization to the Union, the Union has the right to have deducted from the nurse's salary, an amount equal to the initiation fees or dues required to be a member of the Union. Upon receiving notice of the employee's authorization from the exclusive representative, the employer shall deduct from the employee's salary initiation fees or dues and remit the amounts to the Union.

C. A nurse may cancel their payroll deduction of dues or initiation fees by written notice to the Union. Upon receiving notice of the cancelation from the Union, the employer will end the payroll deduction no later than the second payroll after receipt of the notice.

3.2 Indemnification

The Union and nurses agree to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of compliance with this Article and any and all issues related to the deduction of dues and fees.

3.3 Nurse Status Report

A. On a pay period basis, the Employer will provide to the Union with a report in an electronic format of the following data, if maintained by the Employer, for all nurses in the bargaining units.

1. Personnel area code
2. Nurse's name
3. Nurse's personnel number
4. Dues deduction start and end date
5. Deduction amount and code
6. Mailing address
7. Job classification title
8. Employment percentage
9. Range and step
10. Gross salary
11. Appointment date and unbroken service date
12. Facility
13. Employment status
14. Personnel sub-code
15. Work phone number (if available)
16. Work e-mail address (if available)

B. On a pay period basis, the Employer will provide the Union with a report in an electronic format of the following data, if maintained by the Employer, for all nurses who have been appointed to, separated from, promoted or retired out of the bargaining units.

1. Personnel area code
2. Nurse's name
3. Nurse personnel number
4. Dues deduction start and end date
5. Deduction amount and code
6. Mailing address
7. Job classification title
8. Employment percentage
9. Gross salary
10. Appointment date and unbroken service dates
11. Range and step
12. Facility
13. Employment status
14. Personnel sub-code
15. Effective date of the action.
16. Work phone number (if available)
17. Work e-mail address (if available)

C. The Union shall maintain the confidentiality of all nurses' mailing addresses.

ARTICLE 4
UNION ACTIVITIES

4.1 Union Representatives

A. The Union will provide the Employer with a written list of union representatives. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

B. Union representatives may have access to the Employer's offices or facilities in non-work areas, as approved by the Employer, to carry out representational activities. The representatives will notify local management prior to their arrival and will not interfere with or disturb nurses in the performance of their work during working hours, nor interfere with patient care or the normal operations of the agency. The Union representative may meet with bargaining unit nurses in non-work areas during the nurses' meal periods, rest periods, and before and after their shifts.

4.2 Union Delegates/Union Officers

A. The Union will provide the Employer with a written list of current union delegates and union officers. The Union will maintain the list. The Employer will not recognize a nurse as a union delegate or officer if their name does not appear on the list.

B. Union delegates and officers will be granted reasonable time during their normal working hours to investigate and process grievances in accordance with Article 36, Grievance Procedure. In addition, union delegates and officers will be released during their normal working hours to attend meetings scheduled by management within the delegates/officer's office or facility for the following representational activities:

1. Grievance meetings, including attempts at informal resolution, in accordance with Article 36, Grievance Procedure.

2. Investigatory interviews (in potential disciplinary matters), in accordance with Article 25, Discipline.

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

C. If the amount of time a union delegate or officer spends performing representational activities is affecting their ability to accomplish assigned duties, the Employer will not continue to release the delegate or officer and the Union will be notified.

D. The Employer will release with pay union delegates for training by the Union related to administration of this Agreement for one (1) day per fiscal year, provided the absence does not cause additional expense or workload coverage issues to the agency. The delegates will provide their supervisor with fourteen (14) calendar days' notice of the date of the training. Time spent during the nurse's non-work hours in order to attend training will not be considered work time.

4.3 Use of State Facilities, Resources and Equipment

A. Meeting Space and Facilities

The Union may be permitted to use an Employer meeting room to hold a meeting based on availability of the space, in accordance with agency policy, and with prior written authorization of the agency.

B. Supplies and Equipment

The Union and its membership will not use state-purchased supplies or equipment to conduct union business or representational activities. This does not preclude the use of the telephone for representational activities if there is no cost to the Employer, the call is brief in duration and it does not disrupt or distract from agency business.

C. E-mail, Fax Machines, the Internet, and Intranets

Union delegates, officers and members may utilize state owned/operated equipment to communicate with the Union and/or the Employer for the exclusive purpose of administration of this Agreement. Such use will:

1. Result in little or no cost to the Employer;

2. Be brief in duration and frequency;

3. Not interfere with the performance of their official duties;

4. Not distract from the conduct of state business;

5. Not disrupt other state employees and will not obligate other employees to make a personal use of state resources; and

6. Not compromise the security or integrity of state information or software.

The Union and its union delegates or officers will not use the above-referenced state equipment for union organizing, internal union business, advocating for or against the Union in an election or any other purpose prohibited by the Executive Ethics Board. Communication that occurs when using state-owned equipment is the property of the Employer.

4.4 Bulletin Boards

The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethics laws, and identified as union literature. Union communications may not be posted in any other location in the agency.

4.5 Time Off for Union Activities

A. Conventions and Conferences

Union-designated nurses may be allowed time off without pay to attend union-sponsored conventions or conferences. Approval for the time off must be approved in advance of the absence. Approval will not be granted if the absence interferes with the Employer's ability to provide coverage during the requested time off or the operating needs of the agency cannot be met.

B. Training and Executive Board Meetings

Union delegates will be allowed time off without pay to attend a one (1) day union training session that will occur annually, if the Employer is able to provide coverage that does not incur overtime and the operating needs of the agency can be met.

Union executive board members will be allowed time off without pay to attend monthly executive board meetings if the Employer is able to provide coverage that does not incur overtime and the operating needs of the agency can be met.

C. Nurses may use accumulated compensatory time or vacation leave instead of leave without pay for both A and B above. However, nurses must use compensatory time prior to their use of vacation leave, unless the use would result in the loss of their vacation leave.

D. The Union will give the Employer a written list of the names of the nurses it is requesting attend the above-listed activities, at least fourteen (14) calendar days prior to the activity.

4.6 Temporary Employment with the Union

With thirty (30) calendar days' notice, unless agreed otherwise, nurses may be granted leave without pay to accept temporary employment with the Union of a specified duration, not to exceed twelve (12) weeks, provided the nurse's time off will not interfere with the operating needs of the agency. The parties may agree to an extension of leave without pay up to an additional twelve (12) weeks. For leaves of up to twelve (12) weeks duration, the nurse will be returned to their same position. For leaves of more than twelve (12) weeks duration, the returning nurse will be employed in a position in the same job classification and the same geographical area, as determined by the Employer.

4.7 New Employee Orientation

When an agency provides a formal new employee orientation program and there are bargaining unit nurses present, the Union will be given an opportunity to have a union delegate/officer or designee or union representative speak to the class for not more than thirty (30) minutes to provide information about the Union and the master agreement. The union delegate/officer must be from the same office/facility where the new employee orientation program is being conducted, unless the union delegate/officer or designee is presenting during their off duty time.

4.8 2021-2023 Master Agreement Negotiations

The following Section governs protocols for bargaining a successor agreement to this Agreement:

A. Release Time

The Employer will approve up to a total of eighty (80) days of paid release time for union bargaining team members who are scheduled to work on the day negotiations are being conducted. The Union may propose, in writing to the OFM Chief Labor Negotiator, and the Employer will consider, paid release time for bargaining team members should the union bargaining team exhaust the eighty (80) days of paid release time prior to the completion of bargaining. The Union will provide the Employer with the names of its bargaining team members at least fourteen (14) calendar days in advance of the date of any bargaining sessions for which their release from duty is being requested. Upon an employee's request or the Union's request, the Employer will approve compensatory time, vacation leave, exchange time or leave without pay, or at the discretion of their supervisor, an employee may be allowed to adjust their work hours to attend additional negotiations. Per diem and travel expenses will be paid by SEIU Healthcare 1199NW for Union team members. No overtime, compensatory time or exchange time will be incurred as a result of negotiations and/or travel to and from negotiations.

B. Confidentiality/Media Communication

The Spokespersons agree to notify each other a minimum of twenty-four (24) hours prior to any public disclosure or public discussion of the issues being negotiated. If either party initiates contact with the media after giving twenty-four (24) hours notice, the other party may respond without the required notice period.

The media are prohibited from attending negotiation sessions. Only identified team members of either party, staff representatives from the Union and OFM State Human Resources Labor Relations Section (LRS) and invited subject matter experts may attend formal negotiation sessions. By agreement, the parties may issue joint statements to the media about the status of negotiations.

No initial proposals or counter proposals will be placed on the parties' unrestricted public websites. The parties may post general bargaining updates on their unrestricted public websites. The Union is not restricted from posting information on members-only websites. The parties are not precluded from communicating with their respective constituencies about negotiations while they are taking place.

ARTICLE 5
HOURS OF WORK

*This Article has been modified by an **MOU** dated October 15, 2019.

5.1 Definitions

A. Full-time Nurses
Nurses who are regularly scheduled to work an average of forty (40) hours per workweek or eighty (80) hours within a fourteen (14) day work period. This includes full-time nurses who work at a Department of Social and Health Services institution.

B. Overtime-Eligible Position
An overtime-eligible position is one that is assigned duties and responsibilities that meet the criteria for overtime coverage under federal and state law.

C. Overtime-Exempt Position
An overtime-exempt position is one that is assigned duties and responsibilities that do not meet the criteria for overtime coverage under federal and state law.

D. Part-time Nurses
Nurses who are scheduled to work less than an average of forty (40) hours per workweek.

E. Scheduled Nurses
Overtime-eligible nurses who work in positions that normally require set start and end time, such as positions that normally require shift coverage for more than one (1) work shift.

F. Non-Scheduled Nurses
Overtime-eligible nurses whose conditions of employment may necessitate adjustment of normal work hours by the nurses when work requirements call for varying the schedule to complete duties within the forty (40) hour workweek or eighty (80) hours within a fourteen (14) day work period, as agreed to by the supervisor prior to deviating from their normal work hours.

G. Workday

One (1) of seven (7) consecutive, twenty-four (24) hour periods in a workweek or fourteen (14) day work period.

H. Work Schedules

Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business, program and customer service needs, as long as the work schedules meet federal and state laws.

I. Work Shift

The hours a nurse is scheduled to work each workday.

J. Workweek

A regularly re-occurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive, twenty-four (24) hour periods, as designated by the appointing authority. Nurses will receive written notification from their appointing authority of any change in their workweek.

5.2 Determination

The Employer shall determine whether a position is overtime-eligible or overtime-exempt in accordance with federal and state laws. In addition, the Employer will determine if an overtime-eligible position is a scheduled or non- scheduled position.

5.3 Overtime-Eligible Nurses

A. Regular Work Schedules

The regular work schedule for overtime-eligible nurses shall not be more than forty (40) hours in a workweek or eighty (80) hours within a fourteen (14) day work period, with starting and ending times as determined by the requirements of the position and the Employer. The Employer may adjust the regular work schedule with prior notice to the nurse.

The Employer will determine the number of nurses needed on each day and on each shift. Workweek schedules for nurses will take into consideration community scheduling practices to allow for a variety of workweek schedules that fit the regional office or facility. Such work schedules may include, but not be limited to, one of the following: every other weekend off, five (5) consecutive workdays followed by two (2) days off, or some other alternate work schedule as provided in Subsection B, below. A weekend is defined as Saturday, Sunday or both. The Employer will provide an opportunity for nurse input and will consider nurse preferences related to the distribution of workdays and days off, including weekend preferences. A nurse will not normally be scheduled to work ten (10) consecutive calendar days without their consent.

B. Alternate Work Schedules

Workweeks and work shifts of different numbers of hours may be established for overtime-eligible nurses by the Employer in order to meet business, program and customer service needs, as long as the alternate work schedules meet federal and state laws. Nurses may request alternative work schedules and such requests will be approved by the Employer, subject to business, customer service and patient care needs. The Employer may disapprove requests if there are performance or attendance concerns. Previously approved alternate work schedules may be rescinded by the Employer if business, customer service or patient care needs are no longer being met, or if performance or attendance concerns occur. The Employer will consider nurses' personal and family needs.

Where such alternative work schedules are established or amended, the schedule shall include how the alternative schedule operates during a week in which there is a recognized holiday. If a supervisor rejects, or amends an alternative work schedule for holiday weeks, then the supervisor shall inform the employee, in writing, of the reason(s) for the rejection or amendment, including why the alternative work schedule will not meet the business, customer service and patient care needs.

C. Temporary Schedule Changes

Nurses' workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. Overtime-eligible nurses shall receive five (5) calendar days' written notice of any temporary schedule change, unless the Employer and the nurse agree to a different notice period. The day that notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a temporary schedule change.

D. Permanent Schedule Changes

Nurses' workweeks and work schedules may be permanently changed with prior notice from the Employer. Overtime-eligible nurses shall receive ten (10) calendar days' written notice of a permanent schedule change, unless the Employer and the nurse agree to a different notice period. The day notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a permanent schedule change. The Employer will not cancel a nurse's vacation leave that was approved prior to a permanent change in a work schedule, except as provided in Article 16.6.

E. Emergency Schedule Changes

The Employer may temporarily adjust an overtime-eligible nurse's workweek and work schedule without prior notice in emergencies or unforeseen operational needs.

F. Nurse-Requested Schedule Changes

Overtime-eligible nurses' workweeks and work schedules may be changed at the nurse's request and with the Employer's approval, provided the Employer's business, program and customer service needs are met and no overtime expense is incurred.

G. Work Schedules

Monthly work schedules will be posted one (1) month in advance.

5.4 Telecommuting

The Department of Health and the Department of Social and Health Services and the Department of Children, Youth, and Families agree to continue to abide by their agency policy on telecommuting.

5.5 Overtime-Eligible Unpaid Meal Periods

The Employer and the Union agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements required by WAC 296-126-092. Unpaid meal periods for nurses working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and shall be scheduled as close to the middle of the work shift as possible. When a nurse's unpaid meal period is interrupted by work duties, the nurse will be allowed to resume their unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event a nurse is unable to complete the unpaid meal period due to operational necessity, the nurse shall be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal period. Meal periods may not be used for late arrival or early departure from work and meal and rest periods shall not be combined.

5.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules

The Employer and the Union agree to paid meal periods that vary from and supersede the paid meal period requirements of WAC 296-126-092. Nurses working straight shifts will not receive a paid meal period, but will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Paid meal periods for nurses on straight shifts do not require relief from duty.

5.7 Overtime-Eligible Rest Periods

The Employer and the Union agree to rest periods that vary from and supersede the rest periods required by WAC 296-126-092. Nurses shall be allowed rest periods of fifteen (15) minutes for each one half (1/2) shift of four (4) or more hours worked at or near the middle of each one half (1/2) shift of four (4) or more hours. Rest periods do not require relief from duty. Where the nature of the work allows nurses to take intermittent rest periods equivalent to fifteen (15) minutes for each half shift, scheduled rest periods are not required. Rest periods may not be used for late arrival or early departure from work and rest and meal periods shall not be combined.

5.8 Overtime-Exempt Nurses

Overtime-exempt nurses are not covered by federal or state overtime laws. Compensation is based on the premise that overtime-exempt nurses are expected to

work as many hours as necessary to provide the public services for which they were hired. These nurses are accountable for their work performance, and for meeting the objectives of the agency for which they work. The Employer's policy for all overtime-exempt nurses is as follows:

A. The Employer determines the products, services, and standards that must be met by overtime-exempt nurses.

B. Overtime-exempt nurses are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and to complete work assignments by specific deadlines. Overtime-exempt nurses may be required to work specific hours to provide services, when deemed necessary by the Employer.

C. The salary paid to overtime-exempt nurses is full compensation for all hours worked.

D. Overtime-exempt nurses' salary includes straight time for holidays. An overtime-exempt nurse whose Employer requires them to work on a holiday will be paid at an additional rate of one and one-half (1-1/2) times the nurse's salary for time worked.

E. Full-time overtime-exempt nurses are expected to work a minimum of forty (40) hours in a workweek and part-time overtime-exempt nurses are expected to work proportionate hours. Nurses will consult with their supervisors to adjust their work hours to accommodate the appropriate balance between extended work time and offsetting time off. Where such flexibility does not occur or does not achieve the appropriate balance, and with prior approval, overtime-exempt nurses are authorized to receive exchange time at a rate of equal hours off for hours worked above forty-five (45) in a workweek. Exchange time may be accrued at straight time to a maximum of eighty (80) hours.

F. Exchange time will be taken as time off by the employee at dates and times mutually agreed upon by the employee and immediate supervisor, based on program needs. Nurses must use exchange time prior to using vacation leave unless this would result in the loss of their vacation leave. The Employer may schedule a nurse to use his/her exchange time with notice of seven (7) calendar days. Exchange time has no cash value and cannot be transferred between agencies.

The establishment of the forty-five (45) hour threshold is intended to provide clarity on when and how exchange time is accrued and measured; it is not intended to suggest in any way that the Union and the Employer have agreed to redefine the normal workweek from forty (40) hours to forty-five (45) hours. If a nurse is required to consistently work forty-five (45) hours in a workweek, the nurse may raise this concern to a manager in the

nurse's chain of command who has the authority to resolve the issue. Attempts at informal resolution shall be at the lowest level possible to resolve the issue. If the informal discussions do not resolve the issue in the opinion of the nurse, then the twenty-one (21) day timeline to file a grievance will start at the point that informal discussions conclude.

G. If they give notification and receive the Employer's concurrence, overtime-exempt nurses may alter their work hours. Nurses are responsible for keeping management apprised of their schedules and their whereabouts.

Nurses may request alternative work schedules and such requests will be approved by the Employer, subject to business, customer service and patient care needs. The Employer may disapprove requests if there are performance or attendance concerns. Previously approved alternate work schedules may be rescinded by the Employer if business, customer service or patient care needs are no longer being met, or if performance or attendance concerns occur. The Employer will consider nurses' personal and family needs.

Where such alternative work schedules are established or amended, the schedule shall include how the alternative schedule operates during a week in which there is a recognized holiday. If a supervisor rejects, or amends an alternative work schedule for holiday weeks, then the supervisor shall inform the employee, in writing, of the reason(s) for the rejection or amendment, including why the alternative work schedule will not meet the business, customer service and patient care needs.

H. Prior approval from the Employer for the use of paid or unpaid leave for absences of two (2) or more hours is required, except for unanticipated sick leave.

ARTICLE 6
OVERTIME

6.1 Definitions

A. Overtime

Overtime is defined as time that an overtime-eligible nurse:

1. Works in excess of forty (40) hours per workweek or eighty (80) hours within a fourteen (14) day period.

2. Works in excess of their scheduled work shift and the nurse is a scheduled nurse.

B. Overtime Rate

In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1-1/2) of a nurse's regular rate of pay. The regular rate of pay will not include any allowable exclusions.

C. Work

The definition of work, for overtime purposes only, includes:

1. All hours actually spent performing the duties of the assigned job.

2. Travel time required by the Employer during normal work hours from one work site to another or travel time prior to normal work hours to a different work location that is greater than the nurse's normal home-to-work travel time.

3. Vacation leave.

4. Compensatory time.

5. Holidays.

6. Any other paid time not listed below.

D. Work does not include:

1. Shared leave.

2. Leave without pay.

3. Additional compensation for time worked on a holiday.

4. Time compensated as standby, callback, or any other penalty pay.

6.2 Overtime-Eligibility and Compensation

Nurses are eligible for overtime compensation under the following circumstances:

A. Full-time overtime-eligible nurses who have prior approval and work more than forty (40) hours in a workweek or eighty (80) hours in a fourteen (14) day period shall be compensated at the overtime rate. A part-time overtime-eligible nurse whose workweek is less than forty (40) hours will be paid at their regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.

B. Full-time overtime-eligible scheduled nurses who have prior approval and work more than their scheduled shift will be compensated at the overtime rate. A part-time overtime-eligible scheduled nurse will be paid at their regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.

6.3 Overtime Computation

Computation of overtime will be rounded upward to the nearest one tenth (1/10th) of an hour.

6.4 General Provisions

A. The Employer will determine whether work will be performed on regular work time or overtime, the number, the skills and abilities of the nurses required to perform the work, and the duration of the work. Before requiring nurses to work overtime, the Employer will first attempt to meet its overtime requirements on a voluntary basis through the use of on-call, part-time, volunteers currently working, and callback. In the event there are not enough nurses volunteering to work, the supervisor may require nurses to work overtime, consistent with Section 6.6 of this Article. When overtime is required, it will be assigned to nurses on duty in inverse order of seniority, provided the nurses have the skills and abilities required of the position. A nurse can refuse to work a required overtime one (1) time per rotation. The nurse will remain on the list and will be required to work the next required overtime assignment. The inverse order will be re-established when the list has been exhausted, i.e., the nurse with the greatest seniority has worked their required overtime. A nurse who volunteers to work an overtime shift will have their name removed from the required overtime rotation for that cycle.

B. If a nurse was not offered overtime for which they are qualified, the nurse will be offered the next available overtime opportunity for which they are qualified. Under no circumstances shall a nurse be compensated for overtime that was not worked. There will be no pyramiding of overtime.

6.5 Compensatory Time for Overtime-Eligible Nurses

A. Compensatory Time Eligibility

The Employer may grant compensatory time in lieu of cash payment for overtime to an overtime-eligible nurse, upon agreement between the Employer and the nurse. Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked.

B. Maximum Compensatory Time

Nurses may accumulate no more than one hundred twenty (120) hours of compensatory time.

C. Compensatory Time Use

Nurses must use compensatory time prior to using vacation leave, unless this would result in the loss of their vacation leave. Compensatory time must be scheduled and used in the same manner as vacation leave, as in Article 16, Vacation Leave.

D. Compensatory Time Cash Out

All compensatory time must be used by June 30th of each year. If compensatory time balances are not scheduled to be used by the nurse by April of each year, the supervisor shall contact the nurse to review their schedule. The nurse's compensatory time balance will be cashed out every June 30th or when the nurse:

1. Leaves state service for any reason;

2. Transfers to a position in their agency with different funding sources; or

3. Transfers to another state agency.

6.6 Mandatory Overtime

A. The Employer agrees that no overtime-eligible nurse will be required to work mandatory overtime to perform nursing duties unless:

1. There are no on-call nurses who have the skills and abilities required of the position available to work; and

2. No permanent nurses who have the skills and abilities required of the position volunteer to work the position; and

3. There are no nurses available from a contracted temporary agency who can timely report and have the skills and abilities required of the position. The Union agrees the Employer has the authority to enter into contracts with temporary agencies to provide nursing duties to cover mandatory overtime, and waives the right to contest the Employer's right to establish a contract with temporary agencies for the purposes contained in this Section. If the Employer is unable to execute a contract with a temporary agency for these services, this Section (Subsection 3) will not apply.

B. Overtime-eligible nurses will be required to remain on-duty until properly relieved.

C. This Section does not apply to overtime work that occurs due to the following reasons:

1. Because of any unforeseeable emergent circumstance which includes:

a. Any unforeseen declared national, state, or municipal emergency;

b. When a health care facility disaster plan is activated; or

c. Any unforeseen disaster or other catastrophic event that substantially affects or increases the need for health care services.

2. Because of utilization of stand-by;

3. When a nurse is required to work overtime to complete a patient care procedure already in progress where the absence of the nurse could have an adverse effect on the patient.

ARTICLE 7
TRAINING AND EMPLOYEE DEVELOPMENT

7.1 General Provision

The Employer and the Union recognize the value and benefit of education and training designed to enhance nurses' abilities to perform their job duties. Training and employee development opportunities shall be provided to nurses in accordance with agency policies and available resources.

7.2 Continuing Education and Professional Development

A. Because of the unique responsibilities of nursing and continuing education requirements, nurses will have an opportunity for continuing education that is job-related or relevant to nurse practice, upon completion of their probationary period. All nurses, upon request, will be granted six (6) paid days off per calendar year to take educational courses that are job-related or relevant to nurse practice. Continuing education may be used on an hourly basis. Requests for additional release time may be granted at the Employer's discretion. Requests for release time for continuing education coursework are subject to the Employer's approval of course content and scheduling requirements. Unused release time will not be carried over from one calendar year to the next.

B. During the term of this Agreement, the Employer will assist in the payment of course tuition and registration fees for continuing education and professional development programs. The Employer will reimburse up to five hundred dollars ($500.00) per permanent nurse per fiscal year. Such financial assistance will be subject to the Employer's approval of course content and verification of the nurse's attendance and completion of the course. Employer approval or denial based on course content will not be subject to the grievance procedure but may be reviewed by the appropriate agency head or designee upon request by the Union. This Subsection (7.2.B) will expire on June 29, 2021.

7.3 Employer Provided Training

A. Nurses will be notified of training opportunities provided by their agency. When nurses are required to attend Employer provided training, it shall be considered time worked.

B. Within available resources and staffing needs, the Employer will accommodate nurses' requests for trainings or programs that contribute toward staff development and preparation of staff for greater proficiency and/or responsibility.

C. The Department of Social and Health Services and the Department of Health will schedule one (1) nurse consultant conference during the term of this Agreement, contingent upon available funds.

Content will be based on the nurse consultants' learning needs and will be developed jointly by the Employer and the nurse consultants. The Employer will have final approval of the agenda.

7.4 Tuition Reimbursement

A. Agencies may approve full or partial tuition reimbursement, consistent with agency policy and within available resources.

B. Agencies will reimburse eligible nurses who provide proof of satisfactory completion of a course that was previously approved for tuition reimbursement.

C. Agency funds expended for tuition reimbursement will be limited to tuition or registration fees, and will not include textbooks, supplies or other school expenses.

7.5 Education and Training Request

All education and training requests will be approved or disapproved within fourteen (14) calendar days from the submission of a properly completed request. If a request is denied, the Employer will provide a written reason for the denial to the employee.

ARTICLE 8
LICENSURE AND CERTIFICATION

8.1 Nurses are expected to update and maintain any license and/or certification that are required as part of the minimum qualifications for their position. When the position requires any specialized license, including a driver's license, the nurse shall be responsible for the cost of the license and/or certification and for all renewal costs.

8.2 When the Employer requires a new license and/or certification, the Employer will reimburse the nurse for the initial cost of the new license and/or certification. Thereafter, the nurse shall be responsible for maintaining the license and/or certification and for all renewal costs.

8.3 Nurses will notify their appointing authority or designee if their license and/or certification has lapsed, been restricted, revoked or suspended, within twenty-four (24) hours of the restriction, revocation or suspension, or prior to their next scheduled shift, whichever occurs first.

ARTICLE 9
CLASSIFICATION

9.1 Classification Plan Revisions

A. The Employer will provide to the Union, in writing, any proposed changes to the classification plan including descriptions for newly created classifications. The parties may then meet to discuss the assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges.

B. The Employer will allocate or reallocate positions, including newly created positions, to the appropriate classification within the classification plan.

9.2 Position Review

An individual nurse who believes that their position is improperly classified may request a review according to the following procedure:

A. The nurse and/or the nurse's immediate supervisor will complete and sign the appropriate form.

B. The supervisor will then send the completed form to the local Human Resources Office. The local Human Resources Office will review the completed form and make a decision regarding appropriate classification.

C. In the event the nurse disagrees with the reallocation decision of the agency, they may appeal the agency's decision to the OFM/State Human Resources within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Director of the OFM/State Human Resources, or their designee, will then make a written determination that will be provided to the nurse.

D. The nurse may appeal the determination of the OFM/State Human Resources to the Washington Personnel Resources Board within thirty (30) calendar days of being provided the written decision of the Director of the OFM/State Human Resources. The Board will render a decision that will be final and binding.

E. The effective date of a reallocation resulting from a nurse's request for a position review is the date the request was filed with the local Human Resources Office.

9.3 Effect of Reallocation

A. <u>Reallocation to a Class with a Higher Salary Range Maximum</u>

1. If the nurse has performed the higher-level duties for at least twelve (12) months and has the skills and abilities required of the position, the nurse will remain in the position and retain their existing appointment status.

2. If the reallocation is the result of a change in the duties of the position and the nurse has not performed the higher-level duties for at least twelve (12) months, the position will be filled in accordance with Section 30.1 of Article 30, Hiring and Appointments. If the incumbent nurse is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article 28, Layoff and Recall, of this Agreement will apply. If the incumbent nurse is appointed to the position, they must serve a trial service period.

B. Reallocation to a Class with an Equal Salary Range Maximum

1. If the nurse has the skills and abilities required of the position, the nurse will remain in the position and retain their existing appointment status.

2. If the nurse does not have the skills and abilities required of the position, the layoff procedure specified in Article 28, Layoff and Recall, of this Agreement will apply.

C. Reallocation to a Class with a Lower Salary Range Maximum

1. If the nurse has the skills and abilities required of the position and chooses to remain in the reallocated position, the nurse will retain their existing appointment status and has the right to be placed on the agency's internal layoff list for the classification the employee held permanent status in prior to the reallocation and in the General Government Transition Pool Program.

2. If the nurse chooses to vacate the position or does not have the skills and abilities required of the position, the layoff procedure specified in Article 28, Layoff and Recall, of this Agreement will apply.

9.4 Salary Impact of Reallocation

A nurse whose position is reallocated will have their salary determined as follows:

A. Reallocation to a Class with a Higher Salary Range Maximum

Upon appointment to the higher class, the nurse's base salary will be increased to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step.

B. Reallocation to a Class with an Equal Salary Range Maximum

The nurse retains their previous base salary.

C. Reallocation to a Class with a Lower Salary Range Maximum

The nurse will be paid an amount equal to their current salary provided it is within the salary range of the new position. If the nurse's current salary exceeds the maximum amount of the salary range for the new position, the nurse will be compensated at the maximum salary of the new salary range.

9.5 The Employer will notify the Union when a position is being reallocated to a job classification that is excluded from a bargaining unit covered by this Agreement. Within seven (7) calendar days of notification, the Union may request to meet with the Employer to discuss the proposed reallocation. This meeting will be scheduled within fourteen (14) calendar days from the date of the Union's request to meet, unless agreed otherwise. If the Union does not request a meeting within seven (7) calendars days of notification, the Employer may proceed with the reallocation.

9.6 Decisions regarding appropriate classification will not be subject to the grievance procedure specified in Article 36, Grievance Procedure, of this Agreement.

ARTICLE 10
COMPENSATION

*This Article has been modified by an **MOU** dated October 15, 2019.

10.1 "N1" Pay Range Assignments

A. Effective July 1, 2019, each classification represented by the Union will be assigned to a salary range of the "N1" Range Salary Schedule for registered nurses listed below and each employee will be assigned to the same step within the assigned range of the "N1" Range Salary Schedule for their classification as they were assigned on June 30, 2019.

Job Class Code	Job Class Title	Range Assignment effective July 1, 2019
291E	Advanced Registered Nurse Practitioner	76N
291F	Advanced Registered Nurse Practitioner Lead	80N
285X	Clinical Nurse Specialist	76N
285S	Community Nurse Specialist	70N
285U	Nursing Care Consultant	70N
285V	Nursing Consultant, Institutional	70N
285T	Nursing Consultant, Public Health	70N
285W	Nursing Consultation Advisor	74N
285E	Registered Nurse 1	58N
285F	Registered Nurse 2	64N
285G	Registered Nurse 3	68N

B. Effective July 1, 2019, all salary ranges of the "N1" Range Salary Schedule will be increased by three percent (3%) as shown in Appendix B.

C. Effective July 1, 2020 all salary ranges and steps of the "N1" Salary Schedule will be increased by three percent (3%) as shown in Appendix C.

D. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsections B and C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

E. Minimum Wages Determined by Local Ordinances
Any nurse who has a permanent assigned duty station within a local jurisdiction which has passed an ordinance establishing a minimum wage higher than the minimum wage established in this collective bargaining agreement, will be paid no less than the minimum wage directed by the local ordinance. The Employer will place the nurse on a step in the assigned salary range that is equal to or more than the wage requirement of the local ordinance.

10.2 Pay for Performing the Duties of a Higher Classification

A. Nurses who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher-level classification whose range is less than six (6) ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step.

B. Nurses who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher-level classification whose range is six (6) or more ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

10.3 Establishing Salaries for New Nurses

A. The salary of nurses in classes requiring licensure as a registered nurse will be governed by the "N1" Range Salary Schedule.

B. A nurse's experience as a registered nurse (RN) and/or licensed practical nurse (LPN), calculated as follows, will determine the placement of a nurse on the proper step within an "N1" range:

1. RN experience will be credited year for year.

2. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN experience, for a maximum credit of five (5) years.

C. In addition to Subsection B of this Section, for ARNPs hired on or after July 1, 2013, experience will be credited as follows:

1. ARNPs with no experience will receive a ten percent (10%) increase on the salary scale for purposes of setting salary.

2. ARNPs with experience will get credit for that experience plus a ten percent (10%) increase on the salary scale for purposes of setting salary.

10.4 Periodic Increases

Nurses will receive periodic increases as follows:

A. Nurses who are hired at the minimum step of the pay range will receive a two (2) step increase to base salary following completion of six (6) months of service, and an additional two (2) step increase annually thereafter, until they reach step K. After a nurse reaches step K, they will receive a one (1) step increase based on years of experience up to the maximum of the range.

B. Nurses who are hired above the minimum step of the salary range will receive a two (2) step increase annually, on their hire date, until they reach step K. After a nurse reaches step K, they will receive a one (1) step increase based on years of experience up to the maximum of the range.

10.5 Salary Assignment upon Promotion

A. Promotions for Registered Nurses

1. Promotional increases for classes requiring licensure as a registered nurse ("N1" ranges) are calculated in the manner described below.

2. A nurse who is promoted into or between classes that have pay range "N1" will advance to the step in the new range, as shown in the "N1" Range Salary Schedule, as described in Section 10.1, which represents the greater of (a), (b) or (c) below.

a. Placement on the step which coincides with the nurse's total length of experience as a registered nurse (RN) and/or licensed practical nurse (LPN). Experience will be credited as follows:

i. RN experience will be credited year for year.

ii. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN experience, for a maximum credit of five (5) years.

Or

b. Placement on the step of the new range that is nearest to a minimum of five percent (5%) higher than the amount of the pre-promotional step. The appointing authority may authorize more than a five percent (5%) increase, but the amount must be on a step within the salary range for the class.

Or

c. The appointing authority will advance a nurse who is promoted under any one or more of the following conditions to the step of the range for the new class that is nearest to a minimum of ten percent (10%) higher than the amount of the pre-promotional step. The appointing authority may authorize more than a ten percent (10%) increase, but the amount must be on a step within the salary range for the class.

i. When the nurse is promoted to a class whose base range is six (6) or more ranges higher than the base range of the nurse's former class.

ii. When the nurse is promoted over an intervening class in the same class series.

iii. When the nurse is promoted from one class series to a higher class in a different series and over an intervening class in the new series, which would have represented a promotion.

iv. When a nurse's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work.

10.6 Demotion

A nurse who voluntarily demotes to a position in a different job class with a lower salary range will be placed in the new range at a salary equal to their previous base salary. If the previous base salary exceeds the new range maximum, the nurse's base salary will be set equal to the new range maximum.

10.7 Transfer

A transfer is defined as a nurse-initiated move from one position to another position within or between agencies, in the same job class (regardless of assigned range), or to a different job class with the same salary range. Transferred nurses will retain their previous base salary. If the previous base salary exceeds the new range maximum, the nurse's base salary will be set equal to the new range maximum.

10.8 Reassignment

Reassignment is defined as an agency-initiated move of a nurse within the agency from one position to another in the same class or a different class with the same salary range maximum. Upon reassignment, a nurse retains their current base salary.

10.9 Reversion

Reversion is defined as voluntary or involuntary movement of a nurse during the trial service period to the class the nurse most recently held permanent status in, to a class in the same or lower salary range, or separation placement onto the Employer's internal layoff list. Upon reversion, the base salary the nurse was receiving prior to promotion will be reinstated.

10.10 Elevation

Elevation is defined as restoring a nurse to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the nurse was demoted. Upon elevation, a nurse's salary will be determined in the same manner that is provided from promotion in Section 10.5 of this Article.

10.11 Part-Time Employment

Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment. In the alternative, part-time nurses may be paid the appropriate hourly rate for all hours worked.

10.12 Callback

A. Work Preceding or Following a Scheduled Work Shift

Overtime-eligible scheduled nurses will be notified prior to their scheduled quitting time either to return to work after departing the worksite or to change the starting time of their next scheduled work shift.

1. Lack of such notice for such work will be considered a callback and will result in a penalty of three (3) hours of pay at the basic salary in addition to all other compensation due. This penalty will apply to each call.

2. The Employer may cancel a callback notification to work extra hours at any time but cancellation will not waive the penalty cited above.

B. Work on Scheduled Days Off or Holidays

The Employer may assign nurses to work on a day off or holiday. Overtime-eligible nurses will be notified of such assignments at least prior to the nurses' normal quitting times on their second workday preceding the day off or holiday (except Sunday when it is within the assigned work shift).

1. If the Employer does not give such notice, affected nurses will receive a penalty payment of three (3) hours pay at their base salary in addition to all other compensation due.

2. The Employer may cancel work assigned on a day off or holiday. However, if the Employer does not notify affected nurses of such cancellation at least prior to their normal quitting times on their second work day preceding the day off or holiday work assignment,

affected nurses will receive a penalty payment of three (3) hours pay at their base salary.

These provisions will apply to nurses on paid leave status.

C. A nurse who is receiving standby pay is not entitled to callback penalty pay if required to return to work after departing the worksite or is directed to report to duty prior to the starting time of their next scheduled work shift.

10.13 Shift Premium for Registered Nurses and Related Classes

A. For purposes of this Section, the following definitions apply:

1. Evening shift is a work shift of eight (8) or more hours which ends at or after 10:00 p.m.

2. Night shift is a work shift of eight (8) or more hours which begins by 3:00 a.m.

B. Registered Nurses 1-3 and related job classes requiring licensure as a registered nurse, will receive one dollar and fifty cents ($1.50) per hour shift differential for evening shift and night shift work under the following circumstances:

1. Regularly scheduled evening and night shift nurses are entitled to shift premium for all hours worked.

2. Regularly scheduled day shift nurses are not entitled to shift premium unless:

a. The nurse's regular or temporary scheduled work shift includes hours after 6:00 p.m. and before 6:00 a.m. where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for those hours actually worked after 6:00 p.m. and before 6:00 a.m.

b. The nurse is temporarily assigned a full evening or night shift where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for all evening or night shift hours worked in this circumstance.

3. Nurses regularly scheduled to work at least one (1), but not all, evening and/or night shifts are entitled to shift premium for those shifts. Additionally, these nurses are entitled to shift premium for all hours adjoining that evening or night shift, which are worked.

C. Part-time and on-call nurses will be entitled to basic shift premium under the following circumstances:

1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.

2. For assigned full evening or night shifts, as defined above in Subsection B.2.

D. In cases where shift premium hours are regularly scheduled over a year, agencies may pay shift premium at a monthly rate that is equal for all months of the year. Monthly rates will be calculated by dividing twelve (12) into the amount of shift premium a nurse would earn in a year if the hourly rules in Subsection B.2 were applied.

E. When a nurse is compensated for working overtime during hours for which shift premium is authorized in this Section, the overtime rate will be calculated using the "regular rate."

F. Nurses eligible for shift premium for their regularly scheduled shifts will receive the same proportion of shift premium for respective periods of authorized paid leave and for holidays not worked which fall within their regularly scheduled shift.

10.14 Supplemental Shift Premium for Nurses

For the classes of Registered Nurse 1-3 and related job classes requiring licensure as a registered nurse, supplemental shift premium will be paid in the amounts and under the conditions described below. Nurses may qualify for one or both of these supplemental shift premiums:

A. One dollar ($1.00) per hour during any hours assigned to work or while on paid leave from 11:00 p.m. until 7:00 a.m.

B. Three dollars ($3.00) per hour during any hours worked or while on paid leave from Friday midnight to Sunday midnight.

C. Supplemental shift premiums are payable regardless of employment status and/or whether the work was prescheduled.

D. Supplemental shift premiums are not payable during hours other than those specified.

10.15 Standby

A. A nurse is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:

1. The nurse is required to be present at a specified location or is immediately available to be contacted. The location may be the nurse's home or other specific location, but not a work site away from home. When the standby location is the nurse's home, and the home is on the same state property where the nurse works, the home is not considered a work site.

2. The agency requires the nurse to be prepared to report immediately for work if the need arises, although the need might not arise.

B. Standby status will not be concurrent with work time.

C. When the nature of a work assignment confines a nurse during off duty hours and that confinement is a normal condition of work in the nurse's position, standby compensation is not required merely because the nurse is confined.

D. Overtime-eligible nurses on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status.

E. Overtime-exempt nurses will be compensated twenty-five dollars ($25.00) for each day or portion thereof spent in standby status. A day is defined as a twenty-four (24) hour period beginning on the first hour a nurse is assigned standby status.

F. Nurses dispatched to emergency fire duty as defined by RCW 38.52.010 are not eligible for standby pay.

10.16 Special Commitment Center

Nurses assigned to work on McNeil Island at the Special Commitment Center will receive ten dollars ($10.00) premium pay for each day they are physically working on the Island. Days in a paid status not working on the Island will not qualify for this premium pay.

10.17 Preceptor Premium Pay

Experienced nurses in DSHS and DCYF who are proficient in their work may be assigned by the Employer to precept after successfully completing a preceptor workshop or equivalent documented training. Preceptors participate in the planning, organizing, knowledge and skill development, and assessment of one or more new or current employees. Precepting duties may include teaching, clinical supervision, role modeling, feedback and skill assessments (verbal or written) of new or current employees. Nurses assigned as preceptors per the above, will receive preceptor premium pay of one-dollar ($1.00) per hour when they are engaged in precepting duties.

10.18 Float Pool Premium Pay

Nurses in designated float pool positions as described in Article 14 Float Pools will receive float pool premium pay of three dollars ($3.00) per hour in addition to base pay for all hours in pay status.

10.19 Charge Nurse Premium

Registered Nurse 2s at Eastern State Hospital, Western State Hospital and Juvenile Rehabilitation who are assigned by the Employer to act as charge nurse for a full

shift will receive a charge nurse premium of one-dollar ($1.00) per hour in addition to base pay for the assigned shift as charge nurse.

10.20 Relocation Compensation

A. The Employer may authorize lump sum relocation compensation, within existing budgetary resources, under the following conditions:

1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment; or

2. It is necessary to successfully recruit or retain a qualified candidate or nurse who will have to make a domiciliary move in order to accept the position.

B. If the nurse receiving the relocation payment terminates or causes termination of their employment with the State within one (1) year of the date of employment, the State will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due the nurse. Termination as a result of layoff or disability separation will not require the nurse to repay the relocation compensation.

10.21 Salary Overpayment Recovery

A. When an agency has determined that a nurse has been overpaid wages, the agency will provide written notice to the nurse that will include the following items:

1. The amount of the overpayment,
2. The basis for the claim, and
3. The rights of the nurse under the terms of this Agreement.

B. <u>Method of Payback</u>

1. The nurse must choose one (1) of the following options for paying back the overpayment:

   a. Voluntary wage deduction,
   b. Cash, or
   c. Check.

2. The nurse will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made.

3. If the nurse fails to choose one (1) of the three (3) options described above, within the timeframe specified in the agency's written notice of overpayment, the agency will deduct the overpayment owed from the nurse's wages. This overpayment recovery will take place over

a period of time equal to the number of pay periods during which the overpayment was made.

4. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.

C. Appeal Rights
Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 36 of this Agreement.

10.22 Dependent Care Salary Reduction Plan
The Employer agrees to maintain the current dependent care salary reduction plan that allows eligible nurses, covered by this Agreement, the option to participate in dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by federal tax law or regulation.

10.23 Pre-tax Health Care Premiums
The Employer agrees to provide eligible nurses with the option to pay for the nurse portion of health premiums on a pre-tax basis, as permitted by federal tax law or regulation.

10.24 Medical/Dental Expense Account
The Employer agrees to allow insurance eligible nurses, covered by this Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses, if nurses have such costs, or expenses for services not covered by health or dental insurance on a pre-tax basis, as permitted by federal tax law or regulation.

10.25 Voluntary Separation Incentives – Voluntary Retirement Incentives
Agencies will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such program is provided for in the 2019-2021 operating budget. Such participation must be in accordance with the program guidelines. Program incentives or offering of such incentives are not subject to the grievance procedure in Article 36.

10.26 Assault Benefits
The Employer will follow the provisions of RCW 72.01.045 and agency policy with respect to employees of the Department of Social and Health Services or the Department of Children, Youth, and Families who are victims of assault by residents, patients or juvenile offenders.

ARTICLE 11
HEALTH CARE BENEFITS AMOUNTS

11.1 A. For the 2019-2021 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected

medical premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). The projected medical premium is the weighted average across all plans, across all tiers.

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

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

Value-based benefits designs will:

1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);

2. Use clinical evidence; and

3. Be the decision of the PEB Board.

C. Section 11.1 (B) will expire June 30, 2021.

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

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

11.3 Wellness

A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.

B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers who register for the Smart Health Program and complete the Well-Being Assessment will be eligible to receive a twenty-five dollar ($25) gift certificate each calendar year. In addition, eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars ($125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by

Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

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

11.5 Medical Flexible Spending Arrangement

A. During January 2020 and again in January 2021, the Employer will make available two hundred fifty dollars ($250) in a medical flexible spending arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in RCW 41.80.020(3), who meets the criteria in Subsection 11.5 B below.

B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:

1. Is occupying a position that has an annual full-time equivalent base salary of fifty thousand four dollars ($50,004) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and

2. Meets PEBB program eligibility requirements to receive the employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.

3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2088).

4. Base salary excludes overtime, shift differential and all other premiums or payments.

C. A medical FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for Employer FSA funds may decline this benefit but cannot receive cash in lieu of this benefit.

D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to a FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.

ARTICLE 12
PERSONNEL FILES

12.1 Personnel files will be placed in a secure location determined by the employing agency. A nurse may examine their own personnel file. Written authorization from the nurse is required before any representative of the nurse will be granted access to the personnel file. The nurse and/or representative may not remove any contents. A nurse may request a copy of any document contained in their personnel file and the Employer may charge a reasonable fee for copying materials beyond the first copy requested by the nurse or their representative.

12.2 A nurse will be provided with a copy of all materials placed in their personnel file related to job performance. A nurse may provide a written response to any information in the file that they consider objectionable that will then be attached to the document.

12.3 The substance of adverse material or information related to nurse misconduct or alleged misconduct that is proven by an administrative body, judicial proceeding, licensing action or through a grievance procedure to be inaccurate, false or where the nurse has been fully exonerated will be removed unless:

A. The nurse requests the information be kept; or

B. The information is related to pending legal action or legal action(s) may reasonably be expected to result.

12.4 Residents, clients, patients, or their legal representatives shall not have access to any nurse's personnel file unless required by court order, subpoena or public disclosure request. Access to a nurse's personnel file within the employing agency shall be limited to legitimate state business purposes.

12.5 When documents in an employee's personnel file or supervisory file are the subject of a public disclosure request, the Employer will provide the employee notice of the request within seven (7) days of receiving the request. This notification will include the anticipated release date, if known. This may occur either through a group communication or to an individual depending on the nature of the request. If the Employer receives a public disclosure request for documents in a group of employees' personnel files or supervisory files, the Employer will notify the Union of the request within seven (7) days of receiving the request. This notification will include the anticipated release date, if known.

12.6 Removal of Documents

A. Adverse material or information related to alleged misconduct that is determined to be false and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from employee files. However, the Employer may retain this information in a legal defense file and it will only be used or released when required by a

regulatory agency (acting in their regulatory capacity), in the defense of an appeal or legal action, or as otherwise required by law.

B. Written reprimands will be removed from an employee's personnel file after three (3) years if:

1. Circumstances do not warrant a longer retention period;
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal.

C. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after three (3) years will be removed after five (5) years if:

1. Circumstances do not warrant a longer retention period;
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal.

D. Performance evaluations will be removed from an employee's personnel file after five (5) years if:

1. Circumstances do not warrant a longer retention period; and/or

2. There have been no documented performance deficiencies in a subsequent performance evaluation; and

3. The employee submits a written request for its removal.

E. Nothing in this Section will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate RCW 41.06.450.

F. Once a discipline or performance evaluation has been removed from the personnel file as outlined in Subsections 12.5 B, C or D above, the information removed will not be used in subsequent disciplinary actions, unless mutually agreed otherwise.

ARTICLE 13
PERFORMANCE EVALUATION

13.1 Objective

The performance evaluation process gives supervisors an opportunity to discuss performance goals with their nurses and assess and review their performance with regard to those goals. Supervisors can then provide support to nurses in their professional development, so that skills and abilities can be aligned with agency requirements.

13.2 Evaluation Process

A. A nurse's work performance will be evaluated during probationary and trial service periods and at least annually thereafter. Immediate supervisors will meet with nurses at the start of their review period to discuss performance standards/expectations. Discussions between a nurse and the supervisor will occur throughout the evaluation period, in order to recognize the nurse's accomplishments and address performance issues in a timely manner. Performance issues will be brought to the attention of the nurse to give the nurse the opportunity to receive any additional training if needed or to correct the issue(s) before it is mentioned in an evaluation. The supervisor will describe the expectation/performance standards and timelines for meeting these expectations or standards. Issues not discussed with the nurse during the evaluation period will not be included in the performance evaluation. Nurses will receive copies of their performance standards/expectations as well as notification of any modifications made during the review period.

B. Non-nurse supervisors will consult with knowledgeable nurses, where available, regarding the performance of a nurse's professional nursing skills and abilities prior to preparing an evaluation.

C. The performance evaluation process will include, but not be limited to, a written performance evaluation on forms used by the Employer and the nurse's signature. The signature does not signify agreement with the evaluation, but only that it has been received. A nurse will be given the opportunity to provide a written response to the evaluation. A copy of the performance evaluation will be provided to the nurse at the time of the review. The original performance evaluation forms, including the nurse's response, will be maintained in the nurse's personnel file.

D. The evaluation process is subject to the grievance procedure in Article 36. The specific content of a performance evaluation is not subject to the grievance procedure unless it was determined to be inaccurate or false, as referred to in Section 12.3 of Article 12, Personnel Files.

ARTICLE 14
FLOAT POOLS

Nurses who are appointed into designated float pool positions will be assigned on a daily or hourly basis to locations within their institutions. Float pool positions may be permanent or non-permanent appointments and are distinct from on-call positions. Float pool positions are clearly designated as such in their position description forms.

Nurses in float pool positions will be adequately oriented and have the appropriate basic skills for the units to which they float. Nurses in float pool positions will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures for which they are not qualified or trained to perform.

Nurses in non-float pool positions may be redeployed to another unit on a temporary basis for coverage purposes. Nurses in non-float pool positions who are redeployed for coverage will not be required to perform tasks or procedures for which they are not qualified or trained.

ARTICLE 15
HOLIDAYS

15.1 Paid Holidays

Holidays for nurses in the bargaining unit will be as follows:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	The Friday immediately following the fourth Thursday in November
Christmas Day	December 25

15.2 Holiday Rules

The following rules apply to all holidays except the personal holiday:

A. Nurses will be paid at a straight-time rate even though they do not work.

B. In addition to Subsection A above, nurses will be paid for the hours actually worked on a holiday at the overtime rate, in accordance with Article 6, Overtime.

C. For full-time nurses with a Monday-through-Friday work schedule:

1. When a holiday falls on a Saturday, the Friday before will be the holiday.

2. When a holiday falls on a Sunday, the following Monday will be the holiday.

D. For full-time nurses who do not have a Monday through Friday work schedule:

1. When a holiday falls on the nurse's scheduled workday, that day will be considered the holiday.

2. When a holiday falls on the nurse's scheduled day off, the agency will treat the nurse’s workday before or after as the holiday.

E. The holiday for night shift nurses whose schedule begins on one calendar day and ends on the next will be determined by the agency. It will start either at:

1. The beginning of the scheduled night shift that begins on the calendar holiday, or

2. The beginning of the shift that precedes the calendar holiday.

The decision will be the same for all nurses in a facility unless there is agreement to do otherwise between the agency and one (1) or more affected nurses, or with the Union, which will constitute agreement of the nurses.

F. Part-time nurses who are employed before and after the holiday and for a period of at least twelve (12) calendar days during the month, not including the holiday, will be compensated in cash or compensatory time for the holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.

G. Full-time nurses who are employed before and after the holiday and are in pay status for a period of eighty (80) non-overtime or non-standby hours during the month, not counting the holiday, will receive compensation for the holiday.

H. If a temporary layoff is implemented due to the legislature not adopting an appropriation act prior to the end of a current biennium, time spent in temporary layoff will not be considered time in pay status.

15.3 Personal Holidays

A nurse may select one (1) workday as a personal holiday during the calendar year if the nurse has been or is scheduled to be continuously employed by the State for more than four (4) months.

A. A nurse who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period.

B. The Employer will release the nurse from work on the day selected as the personal holiday, provided:

1. The nurse has given at least fourteen (14) calendar days' written notice to the supervisor. However, the nurse and the supervisor may agree upon an earlier date, and

2. The number of nurses selecting a particular day off does not prevent the agency from providing continued public service.

C. Personal holidays must be taken during the calendar year or the entitlement to the day will lapse, except that the entitlement will carry over to the following year when an otherwise qualified nurse has requested a personal holiday and the request has been denied.

D. Agencies may establish qualifying policies determining which of the requests for a particular date will or will not be granted when the number of requests for a personal holiday would impair operational necessity.

E. Part-time nurses who are employed during the month in which the personal holiday is taken will be compensated for the personal holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.

F. A personal holiday for full-time nurses will be equivalent to their work shift on the day selected for personal holiday absence.

G. Part or all of a personal holiday may be donated as shared leave, in accordance with WAC 357-31-090. Any portion of a personal holiday that remains or is returned to the nurse will be taken in one (1) absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described above in Subsections B, C, and D.

H. Upon request, a nurse will be approved to use part or all of their personal holiday for the care of family members as required by the Family Care Act, WAC 296-130. Any portion of a personal holiday that remains will be taken by the nurse in one (1) absence, not to exceed the work shift on the day of the absence, subject to the request and approval process as described above in Subsections B, C, and D.

ARTICLE 16
VACATION LEAVE

16.1 Vacation Leave Credits

Full-time and part-time nurses will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below.

16.2 Vacation Leave Accrual

Full-time nurses who have been in pay status for eighty (80) non-overtime hours in a calendar month will accrue vacation leave according to the rate schedule provided in Section 16.3. Vacation leave accrual for part-time nurses will be proportionate to the number of hours the part-time nurse is in pay status during the month to that required for full-time employment.

16.3 Vacation Leave Accrual Rate Schedule

Full Years of Service	Hours Per Year
During the first and second year of current continuous employment	One hundred twelve (112)
During the third year of current continuous employment	One hundred twenty (120)
During the fourth year of current continuous employment	One hundred twenty-eight (128)
During the fifth and sixth years of total employment	One hundred thirty-six (136)
During the seventh, eighth, and ninth years of total employment	One hundred forty four (144)
During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of total employment.	One hundred sixty (160)
During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of total employment	One hundred seventy-six (176)
During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years of total employment	One hundred ninety-two (192)
During the twenty-fifth year of total employment and thereafter	Two hundred (200)

16.4 Vacation Scheduling

A. Nurses may submit in writing to their supervisor their preferences for different segments of vacation for the period May 1 of the current year through the end of April of the next year. Nurses must submit their request by February 1 to allow sufficient time for the Employer to compile and post a vacation leave schedule by March 1. Nurses on this schedule shall have priority and will be granted vacation leave at the times specified, if possible. Vacation scheduling for nurses requesting segments will have priority over nurse requests for individual days off.

B. In the event that two (2) or more nurses request the same vacation period and the supervisor must limit the number of people who may take vacation leave at one time due to business needs and work requirements, preference shall be determined by seniority for up to three (3) segments of vacation, except as provided in Subsection D, below. A “segment” is five (5) or more contiguous days of vacation leave including holidays and days off.

C. In addition to vacation leave approved in Subsection B above, nurses may request vacation leave at any time on a first come, first served basis. Approval of supplemental requests shall take into consideration program demands, operational needs and the annual vacation leave schedule.

D. Annual vacation scheduling for the week in which the 4th of July, Thanksgiving, Christmas and New Year's Day will be approved on a seniority basis if there are no conflicting requests. If there are conflicting requests, then the same vacation period will not be granted to the same nurse annually so that equitable access exists in obtaining vacation time. The week will begin at 12:01 a.m. on the Sunday preceding the holiday.

E. Nurses shall not request or be authorized to take scheduled vacation leave if they will not have sufficient vacation leave to cover such absence at the time requested vacation is to be taken.

F. Except as provided for in Subsection A above, the Employer will respond to vacation leave requests within ten (10) working days from the date of the request. If the request is not approved, the Employer will provide an explanation for the denial.

16.5 Family Care

Nurses may use vacation leave for care of family members as required by the Family Care Act, WAC 296-130.

16.6 Vacation Cancellation

With reasonable notice, the Employer may cancel scheduled vacation leave due to unforeseen emergencies when it is determined that the needs of the program will be substantially impaired. Affected nurses may select new vacation leave from available dates.

16.7 Vacation Leave Maximum

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

A. If a nurse's request for vacation leave is denied and the nurse has not exceeded the vacation leave maximum (currently two hundred forty [240] hours), the appointing authority or designee may grant an extension for each month that the nurse's request for vacation leave is deferred.

B. A nurse may also accumulate vacation leave days in excess of the statutory limit (currently two hundred forty [240] hours) as long as the nurse uses the excess balance prior to their anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, shall be lost on the nurse's anniversary date.

16.8 Separation

Nurses who have completed six (6) continuous months of employment and who separate from service by resignation, layoff, dismissal, retirement or death are entitled to a lump sum cash payment for all unused vacation leave. In the case of a

voluntary resignation, a nurse may be required to provide fourteen (14) calendar days' notice to qualify for such lump sum cash payment.

ARTICLE 17
SICK LEAVE

*This Article has been modified by an **MOU** dated December 18, 2019.

17.1 Sick Leave Accrual

A full-time nurse will accrue eight (8) hours of sick leave after they have been in pay status for eighty (80) non-overtime hours in a calendar month. Part-time nurses will accrue sick leave in an amount proportionate to the number of hours the part-time nurse is in pay status in the month.

17.2 Sick Leave Use

Sick leave may be used for:

A. A personal illness, injury or medical disability that prevents the nurse from performing their job, or personal medical or dental appointments.

B. Care of family members as required by the Family Care Act, WAC 296-130.

C. Exposure of the nurse to contagious disease when attendance at work would jeopardize the health of others.

D. Preventative health care of relatives or household members, up to one (1) day for each occurrence.

E. Illness of a child.

F. Illness of relatives or household members, up to five (5) days for each occurrence or as extended by the Employer.

G. A death of any relative that requires the nurse's absence from work. Sick leave use for bereavement is limited to three (3) days or as extended by the agency for travel. In addition to relatives defined in Article 18.3, relatives are defined for this purpose as also including aunt, uncle, niece, nephew, first cousin, and corresponding relatives of the nurse's spouse or significant other.

17.3 Use of Compensatory Time, Exchange Time, or Vacation Leave for Sick Leave Purposes

The Employer will allow a nurse to use compensatory time, exchange time or vacation leave for sick leave purposes. Except as provided in Article 16.6, a nurse may be denied the ability to use compensatory time, exchange time or vacation leave for sick leave purposes if the nurse has documented attendance problems. All compensatory time, exchange time or vacation leave requests for sick leave

purposes will indicate that the compensatory time, exchange time or vacation leave is being requested in lieu of sick leave.

17.4 Restoration of Vacation Leave

In the event a nurse is injured or becomes ill while on vacation leave, the nurse may submit a written request to use sick leave and have the equivalent amount of vacation leave restored. The supervisor may require a written medical certificate.

17.5 Sick Leave Reporting and Verification

A nurse must promptly notify their supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If the nurse is in a position where a relief replacement is necessary, the nurse shall make every effort to notify their supervisor or designated contact at least two (2) hours (3 hours for nurses who work at Special Commitment Center (SCC) on McNeil Island) prior to their scheduled time to report to work (excluding leave taken for emergencies in accordance with the Domestic Violence Leave law). Nurses will complete a leave request form for any sick leave taken immediately upon their return to work. A nurse returning to work after any sick leave absence may be required to provide written certification from their health care provider when there is cause to suspect sick leave abuse; to assist agencies in protecting the nurses from returning to work too soon following an illness or injury; or to protect fellow employees or clients from contagious illness. A medical certificate must be required if the reason for the personal illness, as cited in Section 17.2 of this Article, continued for more than ten (10) continuous work days. Failure to provide a written medical certificate, when required, may result in the absence being treated as unauthorized leave without pay, which may be cause for disciplinary action.

17.6 Sick Leave Annual Cash Out

Each January, nurses are eligible to receive cash on a one (1) hour for four (4) hours basis for ninety-six (96) hours or less of their accrued sick leave, if:

A. Their sick leave balance at the end of the previous calendar year exceeds four hundred and eighty (480) hours;

B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and eighty (480) hours; and

C. They notify their payroll office by January 31 that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

All converted hours will be deducted from the nurse's sick leave balance.

17.7 Sick Leave Separation Cash Out

At the time of retirement from state service or at death, an eligible nurse or the nurse's estate will receive cash for their total sick leave balance on a one (1) hour for four (4) hours basis. For the purposes of this Section, retirement shall not include "vested out of service" nurses who leave funds on deposit with the

retirement system. In accordance with state and federal law, agencies and nurses in bargaining units may agree to form Voluntary Employee Beneficiary Associations (tax-free medical spending accounts) funded by the retiree sick leave cash out described above.

17.8 Reemployment

Former state nurses who are reemployed within five (5) years of leaving state service shall be granted all unused sick leave credits they had at separation.

ARTICLE 18
MISCELLANEOUS LEAVE

18.1 Subject to the Employer's approval, nurses may be allowed paid leave, during scheduled work time, for:

A. Examinations or interviews for state employment,

B. To serve as a member of a jury. Nurses will receive their base salary and be allowed to retain any compensation paid to them for their jury duty service.

18.2 A nurse will receive leave with pay if they are subpoenaed to appear as a witness in court or an administrative hearing during scheduled work time, except when the nurse is a party in the matter, has an economic interest in the matter, or is appearing as a witness against the Employer.

18.3 Bereavement Leave

A. A nurse is entitled to three (3) days of paid bereavement leave if their family member, domestic partner, or the parent or child of a domestic partner dies. A nurse may request less than three (3) days of bereavement leave.

B. The Employer may require verification of the family member's or domestic partner's death.

C. In addition to paid bereavement leave, the Employer may approve a nurse's request to use compensatory time, sick leave, vacation leave, exchange time, personal holiday or leave without pay for purposes of bereavement and in accordance with this Agreement.

D. For purposes of this Section a family member is defined as parent, step parent, sister, brother, parent-in-law, spouse, state registered domestic partner as defined in RCW 26.60.020 and 26.60.030, grandparent, grandchild, minor/dependent child or child.

18.4 Personal Leave

A. A nurse may choose one (1) workday as a personal leave day each fiscal year during the life of this Agreement if the nurse has been continuously employed for more than four (4) months.

B. The Employer will release the nurse from work on the day selected for personal leave if:

1. The nurse has given at least fourteen (14) calendar days' written notice to their supervisor. However, the supervisor has the discretion to allow a shorter notice period.

2. The number of nurses selecting a particular day off does not prevent the agency from providing continued public service.

C. Personal leave may not be carried over from one fiscal year to the next.

D. Part-time and on-call nurses who are employed during the month in which the personal leave day is taken will be compensated for the personal leave day in an amount proportionate to the time in pay status during the month to that required for full-time employment.

E. Upon request, a nurse will be approved to use part or all of their personal leave day for:

1. The care of family members as required by the Family Care Act, WAC 296-130;

2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 19.13, Family Military Leave; or

3. Leave as required by the Domestic Violence Leave Act, RCW 49.76 and in accordance with Article 19.14, Domestic Violence Leave.

18.5 Nurses shall not be eligible for per diem or travel expenses under this Article.

18.6 Nurses will be allowed paid leave during scheduled work time to receive assessment from the Employee Assistance Program.

ARTICLE 19
LEAVE WITHOUT PAY

19.1 Leave without pay shall be granted for the following reasons:

A. Family and medical leave (Article 20),
B. Compensable work-related injury or illness leave,
C. Military leave,
D. Volunteer firefighting leave,
E. Military family leave, and/or
F. Domestic violence leave.

19.2 Holidays for a Reason of Faith or Conscience

Leave without pay will be granted for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization for up to two (2) workdays per calendar year in accordance with RCW 1.16.050 and as provided below:

A. Leave for holidays for a reason of faith or conscience may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by Chapter 82-56 WAC or the employee is necessary to maintain public safety.

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

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

D. An employee must give at least fourteen (14) calendar days' written notice to their supervisor. However, the employee and supervisor may agree upon a shorter timeframe.

E. Employees will only be required to identify that the request for leave without pay is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization.

19.3 Requests – Approval and Denial

Requests for leave without pay will be submitted in writing. The Employer will respond to employee leave without pay requests as soon as possible, but no later than fourteen (14) calendar days. At the request of an employee, the reasons for the denial will be provided in writing.

19.4 Leave without pay may be granted for the following reasons:

A. Educational leave,
B. Childcare and elder care emergencies,
C. Governmental service leave,
D. Conditions applicable for leave with pay, and/or
E. As otherwise provided for in this Agreement.

19.5 Limitations

Leave without pay shall be limited to no more than twelve (12) months in any consecutive five (5) year period, except for compensable work-related injury or

illness, or educational, governmental service or military leaves, or volunteer firefighting leave. Except as provided in Article 4.6, if the leave without pay lasts thirty (30) calendar days or less, and the leave overall lasts sixty (60) calendar days or less, nurses will also be entitled to return to their same shift.

19.6 Returning Nurse Rights

Nurses returning from authorized leave without pay shall be employed in the same position or in another position in the same job classification and the same geographical area, as determined by the Employer, provided that such reemployment is not in conflict with other articles in this Agreement.

19.7 Compensable Work-Related Injury or Illness Leave

A nurse who sustains a work-related injury or illness that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Nurses who take vacation leave, sick leave or compensatory time during a period in which they receive time-loss compensation shall receive full vacation leave, sick leave or compensatory time pay in addition to any time-loss payments, unless the nurse is receiving assault benefit compensation equal to full pay. Leave for a work related injury, covered by workers' compensation or assault benefits, will run concurrently with the FMLA. Notwithstanding Section 19.1, the Employer may separate a nurse in accordance with Article 27, Reasonable Accommodation and Disability Separation.

19.8 Military Leave

In addition to the twenty-one (21) days of paid leave granted to nurses for required military duty or to take part in training, or drills including those in the National Guard or active status, unpaid military leave shall be granted in accordance with RCW 38.40.060 and applicable federal law. Nurses on military leave shall be reinstated as provided in RCW 73.16 and applicable federal law.

19.9 Educational Leave

Leave without pay may be granted for educational leave for the duration of actual attendance in an educational program.

19.10 Childcare and Elder Care Emergencies

Leave without pay may be granted for childcare and elder care emergencies and is limited to a maximum of three (3) days per calendar year. Compensatory time or paid leave may also be used for childcare and elder care emergencies, subject to the limitations above.

19.11 Governmental Service Leave

Leave without pay may be granted for governmental service in the public interest, including but not limited to the U.S. Public Health Service or Peace Corps leave.

19.12 Volunteer Firefighting Leave

Leave without pay shall be granted when a nurse who is a volunteer firefighter is called to duty to respond to a fire, natural disaster or medical emergency.

19.13 Military Family Leave

Leave without pay will be granted to an employee whose spouse or state registered domestic partner as defined in RCW 26.60.020 and 26.60.030 is on leave from deployment or before and up to deployment, during a period of military conflict. Use of leave without pay, compensatory time, vacation leave, sick leave, and all or part of a personal holiday is limited to a combined maximum of fifteen (15) working days per deployment. Employees must provide the Employer with five (5) business days notice after receipt of official notice that the employee's spouse will be on leave or of an impending call to active duty.

19.14 Domestic Violence Leave

A. Leave without pay, including intermittent leave, will be granted to an employee who is a victim of domestic violence, sexual assault or stalking. Family members of a victim of domestic violence, sexual assault or stalking will be granted leave without pay to help the victim obtain treatment or seek help. Family member for the purpose of domestic violence leave includes child, spouse, state registered domestic partner as defined in RCW 26.60.020 and 26.60.030, parent, parent-in-law, grandparent or a person the employee is dating. The Employer may require verification from the employee requesting leave in accordance with RCW 49.76.

B. Upon an employee's return an Employer shall either:

1. Restore the employee to the position of employment held by the employee when the leave commenced; or

2. Restore the employee to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

C. To the extent allowed by law, the Employer shall maintain coverage under any health insurance plan for an employee who takes leave under RCW 49.76.030. The coverage must be maintained for the duration of the leave at the level and under the conditions coverage would have been provided if the employee had not taken the leave.

D. In accordance with RCW 49.76.120 no Employer may discharge, threaten to discharge, demote, deny a promotion to, sanction, discipline, retaliate against, harass, or otherwise discriminate against an employee with respect to compensation, terms, conditions, or privileges of employment because the employee:

1. Exercised rights under RCW 49.76.030;

2. Filed or communicated to the Employer an intent to file a complaint under RCW 49.76.070 or 49.76.100; or

3. Participated or assisted, as a witness or otherwise, in another employee's attempt to exercise rights under RCW 49.76.030, 49.76.070, or 49.76.100.

ARTICLE 20
FAMILY MEDICAL LEAVE

20.1 Eligibility

A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and any amendments thereto and the Washington State Family Leave Act of 2006 (WFLA), a nurse who has worked for the State for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of family medical leave in a twelve (12) month period for any combination of the following:

1. Parental leave for the birth and to care for a newborn child or placement for adoption or foster care of a child and to care for that child; or

2. Personal medical leave due to the nurse's own serious health condition that requires the nurse's absence from work; or

3. Family medical leave to care for a spouse, son, daughter, parent, or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, who suffers from a serious health condition that requires on-site care or supervision by the nurse; or

4. Family medical leave for a qualifying exigency when the nurse's spouse, child of any age, or parent is on active duty or call to active duty status of the Armed Forces, Reserves or National Guard for deployment. Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, attending post-deployment reintegration briefings and any other event that qualifies under federal regulations.

5. Military caregiver leave will be provided to an eligible nurse who is the spouse, child of any age, parent or next of kin of a covered service member. Eligible nurses may take up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the covered service member or veteran who is suffering from a serious illness or injury incurred in the line of duty.

   During the single twelve (12) month period during which military caregiver leave is taken, the employee may only take a combined

total of twenty-six (26) weeks of leave for military caregiver leave and leave taken for the other FMLA qualifying reasons.

The single twelve (12) month period to care for a covered service member or veteran begins on the first day the nurse takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA leave.

B. Entitlement to family medical leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child. Pregnancy disability leave will be in addition to the twelve (12) weeks of FMLA leave.

C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, exchange time, personal holidays, compensatory time off, or shared leave.

D. Because the FMLA does not recognize state registered domestic partner, an absence to care for a nurse's state registered domestic partner in accordance with the WFLA will not count towards the twelve (12) workweeks of FMLA.

20.2 The family medical leave entitlement period will be a twelve (12) month period measured forward from the date a nurse begins family medical leave. Each time a nurse takes family medical leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.

20.3 The Employer will continue the nurse's existing employer-paid health insurance benefits during the period of leave covered by family medical leave. The nurse will be required to pay their share of health care premiums.

20.4 The Employer has the authority to designate absences that meet the criteria of the family medical leave. The use of any paid or unpaid leave (excluding compensatory time) for a family medical leave qualifying event will run concurrently with, not in addition to, the use of the family medical leave for that event.

20.5 Parental Leave

A. Parental leave shall be granted to the nurse for the purpose of bonding with their natural newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by family medical leave, during the first year after the child's birth or placement. Leave beyond the period covered by family medical leave may only be denied by the Employer due to operational necessity. Such denial may be grieved in accordance with the grievance procedure in Article 36.

B. Parental leave may be a combination of the nurse's accrued vacation leave, sick leave for pregnancy disability or other qualifying events, personal holiday, compensatory time, or leave without pay.

20.6 The Employer may require certification from the nurse's, the family member's, or the covered service member's health care provider for the purpose of qualifying for family medical leave.

20.7 Personal medical leave, or serious health condition leave, or serious injury or illness leave covered by family medical leave may be taken intermittently when certified as medically necessary. Leave due to qualifying exigencies may also be taken on an intermittent basis.

20.8 Upon returning to work after the nurse's own family medical leave qualifying illness, the nurse will be required to provide a fitness for duty certificate from a health care provider.

20.9 The nurse shall provide the Employer with not less than thirty (30) days' notice before family medical leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the nurse shall provide such notice as is reasonable and practicable.

20.10 Definitions used in this Article will be in accordance with the FMLA and WFLA. The parties recognize that the Department of Labor is working on further defining the amendments to FMLA. The Employer and the nurses will comply with existing and any adopted federal FMLA regulations.

20.11 Washington Family Leave act (WFLA) Effective until December 31, 2019
The parties recognize that WFLA (RCW 49.78) is repealed and is only effective until December 31, 2019 and therefore any references to WFLA or the provisions of WFLA in this article expire December 31, 2019.

20.12 Washington Family Medical Leave Program effective January 1, 2020
The parties recognize that the Washington State Family and Medical Leave Program (RCW 50A.04) is in effect beginning January 1, 2020 and eligibility for and approval of leave for purposes as described under that Program shall be in accordance with RCW 50A.04. In the event that the legislature amends all or part of RCW 50A.04, those amendments are considered by the parties to be incorporated herein. In the event that the legislature repeals all or part of RCW 50A.04, those provisions that are repealed are considered by the parties to be expired and no longer in effect upon the effective date of their repeal.

ARTICLE 21
INCLEMENT WEATHER AND NATURAL DISASTER LEAVE

*This Article has been modified by an **MOU** dated December 18, 2019.

21.1 If the Employer decides that a state office or work location is non-operational due to severe inclement weather or natural disaster the following will apply:

A. Non-emergency nurses may be released with no loss of pay during the disruption of services.

B. Non-emergency nurses may be reassigned to similar positions at locations within a reasonable driving distance from the non-operational location during the disruption of services. Reimbursement for mileage will be in accordance with the Office of Financial Management travel regulations.

C. At the discretion of the Employer, non-emergency nurses may be subject to a temporary reduction of work hours or temporary layoff consistent with Section 28.5 of Article 28, Layoff and Recall, of this Agreement.

21.2 Nurses who work their normal hours during the disruption will not receive additional compensation.

21.3 If a work location remains fully operational but a nurse is unable to report to work or to remain at work because of severe inclement weather or a natural disaster, the nurse's leave will be charged in the following order:

A. Any earned compensatory time.
B. Any accrued vacation leave.
C. Sick leave, up to three (3) days in any calendar year.

Nurses may be permitted to use leave without pay rather than the paid time off listed above.

21.4 Nurses who report to work late will be allowed up to one (1) hour (2 hours for nurses who work at Special Commitment Center (SCC) on McNeil Island) of paid time. Section 21.3 will apply to any additional late time.

ARTICLE 22
SHARED LEAVE

22.1 State nurses may donate vacation leave, sick leave, or personal holidays to a fellow state employee who has been called to service in the uniformed services, who is responding to a state of emergency anywhere within the United States declared by the federal or any state government, who is a victim of domestic violence, sexual assault, or stalking, or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition, which has caused or is likely to cause the employee to take leave without pay or terminate their employment. A nurse is eligible to request participation in the shared leave program when the nurse is entitled to accrue vacation leave, sick leave, or a personal holiday. For purposes of the State leave-sharing program, the following definitions apply:

A. "Nurse" means any nurse who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.

B. Nurse's "relative" is limited to the nurse's spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, child, stepchild, grandchild, grandparent, or parent.

C. "Household members" are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.

D. "Severe" or "extraordinary" condition is defined as serious or extreme and/or life threatening.

E. "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.

F. "Uniformed services" means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.

G. "Domestic violence" means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in RCW 26.50.010; sexual assault of one family or household member by another family or household member; or stalking as defined in RCW 9A.46.110 of one family or household member by another family or household member.

H. "Sexual assault" has the same meaning as in RCW 70.125.030.

I. "Stalking" has the same meaning as in RCW 9A.46.110.

J. "Victim" means a person that domestic violence, sexual assault, or stalking has been committed against as defined in this Section.

22.2 A nurse may be eligible to receive shared leave under the following conditions:

A. The nurse's agency head or designee determines that the nurse meets the criteria described in this Section.

B. For work-related illness or injury, the nurse has diligently pursued and been found to be ineligible for benefits under RCW 51.32 if the nurse qualifies under Subsection 22.3 A.1.

C. The nurse has abided by agency policies regarding the use of sick leave if the nurse qualifies under Subsection 22.3 A.1 or Subsection 22.3 A.4.

D. The nurse has abided by agency policies regarding the use of vacation leave and paid military leave if the nurse qualifies under Subsection 22.3 A.2.

E. If a state of emergency has been declared anywhere within the United States by the federal or state government and the nurse qualifies under Subsection 22.3 A.3.

22.3 A nurse may donate vacation leave, sick leave, or personal holiday to another employee only under the following conditions:

A. The receiving employee:

1. Suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;

2. Has been called to service in the uniformed services;

3. Has the needed skills to assist in responding to an emergency or its aftermath and volunteers their services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the nurse’s offer of volunteer services; or

4. Is a victim of domestic violence, sexual assault, or stalking.

B. The illness, injury, impairment, condition, call to service, or emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking has caused, or is likely to cause, the receiving employee to:

1. Go on leave without pay status; or
2. Terminate state employment.

C. The receiving employee’s absence and the use of shared leave are justified.

D. The receiving employee has depleted or will shortly deplete their:

1. Vacation leave, sick leave, and personal holiday reserves if the employee qualifies under Subsection 22.3 A.1 or Subsection 22.3 A.4; or

2. Vacation leave and paid military leave allowed under RCW 38.40.060 if the employee qualifies under Subsection 22.3 A.2; or

3. Vacation leave and personal holiday if the employee qualifies under Subsection 22.3 A.3.

E. The agency head or designee permits the leave to be shared with an eligible employee.

F. The donating nurse may donate any amount of vacation leave, provided the donation does not cause the nurse's vacation leave balance to fall below eighty (80) hours. For part-time nurses, requirements for vacation leave balances will be prorated.

G. Nurses may not donate excess vacation leave that the donor would not be able to take due to an approaching anniversary date.

H. The donating nurse may donate any specified amount of sick leave, provided the donation does not cause the nurse's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer. For purposes of sick leave donation, a day equals the donor's monthly sick leave accrual.

I. The donating nurse may donate all or part of a personal holiday. Any portion of a personal holiday that is not used will be returned to the donating nurse.

J. Donated leave may be transferred from employees within the same agency, or with the approval of the heads or designees of both state agencies, higher education institutions, or school districts/educational service districts, to an employee of another state agency, higher education institution, or school district/educational district.

22.4 The agency head or designee will determine the amount of donated leave a nurse may receive and may only authorize a nurse to use up to a maximum of five hundred twenty two (522) days of shared leave during total state employment. The Employer may authorize leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the program because they are suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature. A non-permanent or on-call nurse who is eligible to use accrued leave or personal holiday may not use shared leave beyond the termination date specified in the non-permanent or on-call nurse's appointment letter.

22.5 The agency head or designee will require the nurse to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition when the nurse is qualified under Subsection 22.3 A.1. The agency head or designee will require the nurse to submit, prior to approval or disapproval, a copy of the military orders verifying the nurse's required absence when the nurse is qualified for shared leave under Subsection 22.3 A.2. The agency head or designee will require the nurse to submit, prior to approval or disapproval, proof of acceptance of a nurse's offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency when the nurse is qualified for shared leave under Subsection 22.3 A.3. The agency head or designee will require the nurse to submit, prior to approval or disapproval, a copy of police, court, or other documents verifying the nurses status as a victim of domestic violence, sexual assault or stalking when the nurse is qualified for shared leave under Subsection 22.3 A.4.

22.6 Any donated leave may only be used by the recipient for the purposes specified in this Article.

22.7 The receiving nurse will be paid their regular rate of pay; therefore, one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary. The calculation of the recipient's leave value will be in accordance with Office of Financial Management policies, regulations, and procedures. The dollar value of the leave is converted from the donor to the recipient. The leave received will be coded as shared leave and be maintained separately from all other leave balances.

22.8 All forms of paid leave available for use by the recipient must be used prior to using shared leave when qualified under Subsection 22.3 A.1. All forms of paid leave, except sick leave, available for use by the recipient must be used prior to using shared leave when qualified under Subsection 22.3 A.2 or 22.3 A.3.

22.9 A. Any shared leave no longer needed or will not be needed at a future time in connection with the original injury or illness or for any other qualifying condition, by the recipient, as determined by the agency head or designee, will be returned to the donor(s).

B. Unused leave may not be returned until one of the following occurs:

1. The agency head or designee receives a statement from the receiving employee's doctor verifying the injury or illness is resolved; or

2. The employee is released to full-time employment; has not received additional medical treatment for their current condition or any other qualifying condition for at least six (6) months; and the employee's doctor has declined, in writing, the employee's request for a statement indicating the employee's condition has been resolved.

C. The shared leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to each donor's appropriate leave balance. The return will be prorated back based on the donor's original donation.

22.10 If an employee later has a need to use shared leave due to the same condition listed in their previously approved request, the agency head or designee must approve a new shared leave request for the employee.

22.11 All donated leave must be given voluntarily. No nurse will be coerced, threatened, intimidated, or financially induced into donating leave for purposes of this program.

22.12 The agency will maintain records that contain sufficient information to provide for legislative review.

22.13 A nurse who uses leave that is transferred under this Article will not be required to repay the value of the leave that they used.

ARTICLE 23
UNION MANAGEMENT COMMUNICATION COMMITTEES

*This Article has been modified by an **MOU** dated October 15, 2019.

23.1 Purpose

Union Management Communication Committees will be established at the statewide and/or local levels of the Employer's agencies as described in Appendix C, Statewide and local Union-Management Communication Committees. The purpose of the committee(s) is to provide continuing communication between the parties and to promote constructive union-management relations. The committee(s) will meet and exchange information of a group nature and general interest to both parties in order to discuss and explore concerns and possible resolutions in a collaborative manner.

Ad-hoc committees may be established by mutual agreement at an agency-level statewide committee or a local-level committee as described in Subsection 23.2 A and B. Recommendations of the ad-hoc committees will be brought back to the state-wide or local-level committee for consideration.

23.2 Committees

A. Statewide Union-Management Communication Committees

Each committee will consist of up to six (6) employer representatives and up to six (6) nurse representatives. In the Department of Children, Youth, and Families, statewide Union-Management Communication Committees will consist of up to three (3) Employer representatives and up to three (3) nurse representatives. Additional paid staff of the Union and the Employer may attend. The Employer and the Union will be responsible for the selection of their own representatives.

B. Local Union-Management Communication Committees

Each committee will consist of up to five (5) employer representatives and up to five (5) nurse representatives. Additional paid staff of the Union and the Employer may attend. The Employer and the Union will be responsible for the selection of their own representatives.

C. Recruitment and Retention Communication Committee

A Union-Management Recruitment and Retention Communication Committee will be established at the statewide level and will consist of representatives from the Department of Health, Department of Social and Health Services and the Union. The committee will consist of up to eight (8) employer representatives and up to eight (8) nurse representatives. Additional paid staff of the Union and the Employer may attend. The parties may agree to additional members. Nurses attending these meetings during their work time shall have no loss in pay. Attendance at meetings during nurses' non-work time will not be compensated for or considered as time worked. The Union is responsible for paying any travel or per diem expenses of nurse representatives. The committee will meet at least twice annually to discuss methods of improving recruitment and retention of qualified nurses.

23.3 Participation

A. The Union shall provide the Employer with the names of their committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate release of the nurses. The Employer may release nurse representatives to attend committee meetings to ensure full participation.

B. Nurses attending committee meetings during their work time shall have no loss in pay. Nurses will be provided up to one (1) hour to prepare for committee meetings with no loss of salary. Attendance at meetings during nurses' non-work time will not be compensated for or considered as time worked. The Union is responsible for paying any travel or per diem expenses of nurse representatives.

C. All committee meetings shall be scheduled on mutually acceptable dates and times and at least quarterly for the Department of Health and the Department of Social and Health Services. For the Department of Children, Youth, and Families, Committee meetings will be scheduled twice per year at mutually acceptable dates and times.

D. Each party will provide the other with any topics for discussion fourteen (14) calendar days prior to the scheduled quarterly meeting. Topics for discussion may include, but are not limited to staffing and workload. If neither party has submitted to the other party topics for discussion within seven (7) calendar days of the scheduled meeting, the meeting will be canceled.

E. If topics discussed result in follow-up by either party, written communication will be provided by the responsible party.

23.4 Scope of Authority

Committees shall have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. The parties are authorized, but not required to document mutual understandings. Nothing in this Article or any committee's activities shall be subject to the grievance procedure in Article 36.

ARTICLE 24
MANDATORY SUBJECTS

24.1 The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Union of these changes and the Union may request discussions about and/or negotiations on the impact of these changes on nurses' working conditions within the provided notice period. A request for negotiations must be made in writing and must be filed with the OFM State Human Resources Labor Relations Section (LRS) at labor.relations@ofm.wa.gov. In the event the Union does not request negotiations within the notice period, the Employer may implement the changes without further negotiations.

24.2 The parties will agree to the location and time for the discussions and/or negotiations. The Employer and the Union recognize the importance of scheduling these discussions and/or negotiations in an expeditious manner. Each party is responsible for choosing its own representatives for these activities.

24.3 Demand to Bargain – Release Time and Travel

A. The Union will provide the Employer with the names of its employee representatives at least ten (10) calendar days in advance of the date of the meeting. This request will be made in writing. The Employer and Union may agree to a different notification period on a case by case basis.

No overtime, compensatory time or exchange time will be incurred as a result of negotiations, preparation for, or travel to or from negotiations.

B. The Union is responsible for paying any travel or per diem expenses of employee representatives. Employee representatives may not use state vehicles to travel to or from a bargaining session, unless authorized by the agency for business purposes.

ARTICLE 25
DISCIPLINE

25.1 The Employer will not discipline any permanent nurse without just cause. The parties are committed to resolving disciplinary matters involving bargaining unit

members in a manner that is timely and fair and is designed to resolve issues at the lowest possible level.

25.2 Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges.

25.3 Investigations

A. All agency policies regarding investigatory procedures related to alleged staff misconduct are superseded. The Employer has the authority to determine the method of conducting investigations. When a nurse is reassigned related to an investigation, the nurse will be informed of at least the general nature of the allegation. Examples of the general nature of allegations may include, but are not limited to, abuse, neglect, exploitation, inappropriate workplace behavior and violation of specific policies or procedures that triggered the initiation of the investigation.

B. Upon learning of the general nature of the allegations, a nurse may provide documentation and a written response, which would be considered as part of the investigation.

C. The Employer and the Union recognize the importance of timely and thorough investigations. A traditional element of just cause requires discipline to be imposed in a timely manner while at the same time ensuring that a thorough investigation is conducted. If an investigation will last longer than forty (40) calendar days from the date the nurse was notified of the investigation, the nurse and/or the nurse's Union representative may request to meet with the Employer to discuss the current status of the investigation (for example: interviews still being conducted, drafting of investigative report, waiting for analysis of data), next steps and approximate timeframe for completion. The nurse or the nurse's Union representative may request, and the Employer will provide, subsequent status notifications every fourteen (14) calendar days until the investigation is concluded. The Employer, the Union and the nurse understand that extended reassignment away from normal duties, while a thorough investigation is conducted, can represent a hardship on all involved. Consequently, there is a mutual understanding that reassignments should last no longer than needed to conclude a thorough investigation and, if necessary, conduct the completion of appropriate actions.

D. At the conclusion of any investigation where the Employer elects not to take disciplinary action, the nurse will be provided with a notification that the investigation is completed and that no discipline will be imposed. There is a mutual understanding that it is often beneficial to return the nurse back to normal duty assignment as quickly as possible.

E. Upon request, a copy of the investigation statement and findings will be provided to the subject of the investigation.

25.4 Representation

A. Upon request, the nurse has the right to a union representative at an investigatory interview called by the Employer, if the nurse reasonably believes discipline could result. In the event the Employer calls a nurse to an investigatory interview, potentially leading to discipline, the Employer will advise the nurse of the nature of the meeting. The Employer will then give the nurse an opportunity to call for a union representative, if requested. A nurse may also have a union representative at a pre disciplinary meeting, if held. If the requested representative is not reasonably available, the nurse will select another representative who is available. Nurses seeking representation are responsible for contacting their representative.

B. The role of the representative is to provide assistance and counsel to the nurse and cooperate with the investigation. The parties recognize the Employer's right and authority to conduct the investigation.

25.5 Prior to imposing discipline, except oral and written reprimands, the Employer will inform the nurse in writing of the reasons for the contemplated discipline, an explanation of the evidence, copies of written documents relied upon to take the action and the opportunity to view other evidence, if any. The nurse will be provided an opportunity to respond.

The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article 36. Oral reprimands, however, may be processed only through the agency head step of the grievance procedure.

ARTICLE 26
RESIGNATIONS – WITHDRAWALS
PRESUMPTION OF RESIGNATION

26.1 Resignations – Withdrawals

A nurse may resign from state service at any time and will normally provide fourteen (14) calendar days' advance written notice of their effective date. Nurses may withdraw their resignation within forty-eight (48) hours of submitting their written notice. The appointing authority or designee may permit a nurse to rescind their resignation at any time. Nurses who resign in lieu of a possible disciplinary action will not be allowed to withdraw their resignation.

26.2 Presumption of Resignation

A. Unauthorized Absence

When a nurse has been absent without authorized leave and has failed to appropriately contact the Employer for a period of three (3) consecutive workdays, the nurse is presumed to have resigned from their position. Verified inability to contact the Employer or incapacity to do so shall negate the presumption.

B. Notice of Separation

When a nurse is presumed to have resigned from their position, the Employer will separate the employee by sending a separation notice to the nurse by certified mail to the last known address of the nurse.

ARTICLE 27
ACCOMMODATION AND DISABILITY SEPARATION

27.1 Reasonable Accommodation and Disability Separation

A. The Employer and the Union will comply with all relevant federal and state laws, regulations and executive orders providing reasonable accommodations to qualified individuals with disabilities.

B. A nurse who believes that they suffer a disability and require a reasonable accommodation to perform the essential functions of their position may request such an accommodation by submitting a request to the Employer.

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

D. The Employer will determine whether a nurse is eligible for a reasonable accommodation and the final form of any accommodation to be provided. The Employer will attempt to accommodate the nurse in their current position prior to looking at accommodations in alternative vacant positions.

E. A nurse with permanent status may be separated from service when the agency determines that the nurse is unable to perform the essential functions of their position due to a mental, sensory, or physical disability, which cannot be reasonably accommodated. Determinations of disability may be made by the agency based on the nurse's written request for disability separation or after obtaining a written statement from a physician or licensed mental health professional. The agency can require the nurse to obtain a medical examination at the agency's expense, from a physician or licensed mental health professional of the agency's choice. Evidence may be requested from the physician or licensed mental health professional regarding the nurse's limitations.

F. The agency may immediately separate the nurse when the agency has medical documentation of the nurse's disability and has determined that the nurse cannot be reasonably accommodated in any available position, or when the nurse requests separation due to disability.

G. A nurse, separated due to disability, will be placed in the General Government Transition Pool Program if they submit a written request for

reemployment in accordance with WAC 357-46-090 through 105 and has met the reemployment requirements of WAC 357-19-475.

H. Disability separation is not a disciplinary action. A nurse who has been separated due to disability may grieve their disability separation in accordance with Article 36, Grievance Procedure, unless the separation was at the nurse's request.

27.2 Reasonable Safety Accommodation Under RCW 49.76

A. A nurse who is a victim of domestic violence, sexual assault, or stalking or who has a family member who is a victim of domestic violence, sexual assault or stalking may request a reasonable safety accommodation.

B. A reasonable safety accommodation may include, but is not limited to:

1. A transfer, reassignment, modified schedule, changed work telephone number, changed work email address, changed workstation, installed lock, implemented safety procedure, or any other adjustment to a job structure, workplace facility, or work requirement in response to actual or threatened domestic violence, sexual assault, or stalking; or

2. Domestic Violence Leave taken in accordance with this Agreement.

C. A nurse requesting a reasonable safety accommodation under this section may be required to provide verification that the nurse or the nurse's family member is a victim of domestic violence, sexual assault or stalking. If verification is requested, the nurse may satisfy the verification requirement by providing the Employer with one or more of the following:

1. A police report showing the nurse or the nurse's family member was a victim of domestic violence, sexual assault or stalking;

2. A court order protecting or separating the nurse or the nurse's family member from the perpetrator of the act of domestic violence, sexual assault or stalking, or other evidence from the court or prosecuting attorney that the nurse or the nurse's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual assault or stalking;

3. Documentation that the nurse or the nurse's family member is a victim of domestic violence, sexual assault or stalking from any of the following person's from which the nurse or the nurse's family member sought assistance: an advocate for victims, an attorney, a member of the clergy, or a medical or other professional; provision of such documentation does not waive or diminish the confidential or privileged nature of communication between a victim and one or more of these individuals; or

4. A written statement that the nurse or the nurse's family member is a victim of domestic violence, sexual assault or stalking. If the victim is the nurse's family member, verification of the familial relationship between the nurse and the victim may include, but is not limited to: a statement from the nurse, a birth certificate, a court document, or other similar documentation.

D. A reasonable safety accommodation under this section shall be granted, unless the Employer can demonstrate that the accommodation would impose an undue hardship on the operation of the business of the Employer. For purposes of this section, an "undue hardship" means an action requiring significant difficulty or expense.

27.3 Pregnancy Accommodation Under RCW 43.10

A. A pregnant nurse may request a reasonable accommodation. For purposes of this section, "pregnancy" includes the nurse's pregnancy and pregnancy related health conditions.

B. A reasonable accommodation under this section may include:

1. Providing more frequent, longer, or flexible restroom breaks;

2. Modifying a no food or drink policy;

3. Job restructuring, part-time or modified work schedules, reassignment to a vacant position or acquiring or modifying equipment, devices or a nurse's work station;

4. Providing seating or allowing the nurse to sit more frequently if their job requires them to stand;

5. Providing for a temporary transfer to a less strenuous or less hazardous position;

6. Providing assistance with manual labor and limits on lifting;

7. Scheduling flexibility for prenatal visits; and

8. Any further pregnancy accommodation a nurse may request, and to which an Employer must give reasonable consideration in consultation with the information provided on pregnancy accommodation by the department of labor and industries or the attending health care provider of the nurse.

C. The Employer will not require a nurse to take leave if another reasonable accommodation can be provided for the nurse's pregnancy.

D. The Employer may request that the nurse provide written certification from their treating health care professional regarding the need for reasonable accommodation, except for accommodations listed in section C above.

E. A reasonable accommodation under this section shall be granted, unless the Employer can demonstrate that the accommodation would impose an undue hardship on the Employer's program, enterprise, or business. For purposes of this section, an "undue hardship" means an action requiring significant difficulty or expense. The Employer may not claim under hardship for accommodations listed above in B (1), B (2) and B (4), or for limits on lifting over seventeen pounds.

F. The Employer is not required to create a position for the nurse requesting accommodation under this section unless the Employer does so or would do so for the other classes of employees who need accommodation, nor is the Employer required to discharge any employee or transfer any employee with more seniority, or promote any employee who is not qualified to perform the job, unless the Employer does so or would do so to accommodate other classes of employees who need accommodation.

ARTICLE 28
LAYOFF AND RECALL

*This Article has been modified by an **MOU** dated October 15, 2019.

28.1 The Employer shall determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article.

28.2 Basis for Layoff
Layoffs may occur for any of the following reasons:

A. Lack of funds,

B. Lack of work,

C. Good faith reorganization,

D. Ineligibility to continue in a position that was reallocated,

E. Termination of a project, or

F. Fewer positions available than the number of nurses entitled to such positions either by statute or other provision.

28.3 Voluntary Layoff, Leave without Pay or Reduction in Hours
Appointing authorities may allow a nurse to volunteer to be laid off, take leave without pay or reduce their hours of work in order to reduce layoffs. If it is necessary to limit the number of nurses in an agency on unpaid leave at the same

time, the appointing authority shall determine who will be granted leave without pay and/or reduction in hours based upon staffing needs. Nurses who volunteer to be laid off may request to participate in the General Government Transition Pool Program and/or have their names placed on the internal layoff list for the job classifications in which they held permanent status, regardless of a break in service.

28.4 Non-Permanent and Probationary Nurses

Nurses with permanent status shall not be separated from state service through a layoff action without first being offered positions they have the skills and abilities to perform within their current job classification within the layoff unit currently held by non-permanent and probationary nurses. Non-permanent nurses within the layoff unit and job classification shall be separated from employment before probationary nurses.

28.5 Temporary Reduction of Work Hours or Layoff – Employer Option

A. The Employer may temporarily reduce the work hours of a nurse to no less than twenty (20) hours per week due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Nurses will normally receive notice of five (5) calendar days of a temporary reduction of work hours.

B. The Employer may temporarily lay off a nurse for up to thirty (30) calendar days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Nurses will normally receive notice of five (5) calendar days of a temporary layoff.

C. A nurse whose work hours are temporarily reduced or who is temporarily laid off shall not be entitled to:

1. Be paid any leave balance,
2. Bump to any other position, or
3. Be placed on the internal layoff list.

D. A temporary reduction of work hours or layoff will not affect an employee's periodic increment date and the employee will continue to accrue vacation and sick leave credit at their normal rate.

E. If a temporary layoff is implemented due to the legislature not adopting an appropriation act prior to the end of a current biennium, time spent in temporary layoff will not be considered time in pay status.

28.6 Layoff Units

A. A layoff unit is defined as the geographical entity or administrative/ organizational unit in each agency used for determining available options for nurses who are being laid off.

B. The layoff unit(s) for each agency covered by this Agreement are the following.

1. Department of Health
The layoff unit shall first be the county in which the position is located, and if no options are available, the unit expands to the agency statewide.

2. Department of Social and Health Services
a. Positions in 24/7 Facilities: The institution in which a nurse's workstation is located will be the primary layoff unit. If no option is available within the institution, the unit expands to the county. If no option is available within the county layoff unit, the unit expands to the region. If no option is available within the regional layoff unit, the unit expands to the agency statewide.

b. All Other Positions: The county in which a nurse's workstation is located will be the primary layoff unit. If no option is available within the county, the unit expands to the region. If no option is available within the regional layoff unit, the unit expands to the agency statewide.

3. Department of Children, Youth, and Families
a. Positions in 24/7 Facilities: The institution in which a nurse's workstation is located will be the primary layoff unit. If no option is available within the institution, the unit expands to the county. If no options are available within the county layoff unit, the unit expands to the agency statewide.

28.7 Formal Options

A. Nurses will be laid off in accordance with seniority, as defined in Article 37, Seniority, and the specialized skills and abilities of the nurse. Nurses being laid off shall be provided the following options to comparable positions in descending order within the layoff unit:

1. A funded vacant position for which the nurse has the specialized skills and abilities, within their current job classification.

2. A funded filled position held by the least senior nurse for which the nurse has the specialized skills and abilities, within their current job classification.

3. A funded vacant or filled position held by the least senior nurse for which the nurse has the specialized skills and abilities, at the same or lower salary range as the current permanent position, within a job classification in which the nurse has held permanent status.

B. For multi-employee layoffs, more than one (1) nurse may be offered the same funded, vacant or filled position. In this case, the most senior nurse with the skills and abilities who accepts the position will be appointed. Appointments will be made in descending order of seniority of nurses with the skills and abilities of the position(s).

C. Options will be provided in descending order of salary range and one progressively lower level at a time. Vacant positions will be offered prior to filled positions.

28.8 Informal Options

Nurses being laid off may be offered funded vacant positions within their layoff unit, provided they meet the specialized skills and abilities required of the position and it is at the same or lower salary range as the position in which the nurse currently holds permanent status. Informal options may also include funded vacant positions outside the nurse's layoff unit within their current job classification, provided they meet the specialized skills and abilities required of the position. A nurse may request an informal option to job classifications through the agency's human resources office within five (5) calendar days of receipt of a written notice of a permanent layoff. The award or denial of an informal option is not subject to the grievance procedure in Article 36.

28.9 Notification to the Union

The Employer will notify the Union when a permanent layoff is anticipated. At the request of the Union, the parties will meet to discuss the layoff and possible alternatives.

28.10 Notification to Nurses with Permanent Status

A. Except for temporary reduction in work hours and temporary layoffs as provided in Section 28.5, nurses with permanent status shall receive written notice at least fifteen (15) calendar days before the effective layoff date. The notice shall include the basis for the layoff and any options available to the nurse. The Union shall be provided with a copy of the notice.

B. Except for temporary reduction in work hours and temporary layoffs as provided in Section 28.5, if the Employer chooses to implement a layoff action without providing fifteen (15) calendar days' notice, the nurse shall be paid their salary for the days that they would have worked had full notice been given.

C. Nurses shall be provided five (5) calendar days to accept or decline, in writing, any option provided to them. This time period shall run concurrent with the fifteen (15) calendar days' notice provided by the Employer to the nurse.

D. The day that notification is given constitutes the first day of notice.

28.11 Salary

Nurses appointed to a position as a result of a layoff action shall have their salary determined as follows:

A. Transfer or Bump

A nurse who accepts a transfer or bumps to another position within their current job classification shall retain their current salary.

B. Voluntary Demotion in Lieu of Layoff and Bump to a Lower Position

A nurse who bumps to another position with a lower salary range shall be paid an amount equal to their current salary, provided it is within the salary range of the new position. In those cases where the nurse's current salary exceeds the maximum amount of the salary range for the new position, the nurse shall be compensated at the maximum salary of the new salary range.

C. Appointment from an Internal Layoff List

1. Nurses who are appointed from an internal layoff list to a position with the same salary range from which they were laid off shall be paid the amount in which they were compensated when laid off plus any across the board adjustments, including salary survey adjustments, that occurred during the time they were laid off.

2. Nurses who are appointed from an internal layoff list to a position with a lower salary range than the position from which they were laid off shall be paid an amount equal to the salary they were receiving at the time they were laid off, provided it is within the salary range of the new position. In those cases where the nurse's prior salary exceeds the maximum amount of the salary range for the new position, the nurse shall be compensated at the maximum salary of the new salary range.

28.12 Transition Review Period

A. The Employer shall require a nurse to complete a six (6) month transition review period when the nurse accepts a layoff option to a job classification in which they have:

1. Not held permanent status,

2. Been appointed from the General Government Transition Pool Program, or

3. Been appointed from an internal layoff list, except when appointed to a position in which the nurse has held permanent status, within twelve (12) months of layoff to the same institution, facility or office from which laid off.

B. The Employer shall have the authority to shorten a nurse's review period. Nurses will receive a permanent appointment to the position upon successful completion of the transition review period.

C. The Employer may separate a nurse or a nurse may voluntarily separate during the transition review period. Upon separation, and at the nurse's request, the nurse's name shall be placed on or returned to the internal layoff list. The nurse shall remain on the list until such time as their eligibility expires or they have been rehired. A nurse that is separated during their transition review period may request a review of the separation by the Secretary of the Department or designee within fourteen (14) calendar days from the effective date of the separation. Separation during the transition review period shall not be subject to the grievance procedure in Article 36.

28.13 Recall

A. The Employer shall maintain an internal layoff list for each job classification. Nurses who are laid off may have their name placed on the list for the job classification from which they were laid off or bumped. Additionally, nurses may request to have their name placed on the internal layoff list for other job classifications in which they have held permanent status regardless of a break in service, provided they were not demoted for cause from the classification in the last six (6) years. A nurse will remain on internal layoff lists for two (2) years from the effective date of their layoff. Nurses on the internal layoff list will be responsible for maintaining current address and phone contact information with the Employer.

B. When a vacancy occurs within an agency and when there are names on an internal layoff list for that job classification, the Employer will fill the position in accordance with Article 30.1, Hiring and Appointments. A nurse who is offered a position and refuses the offer will have their name removed from the list. In addition, a nurse's name will be removed from all layoff lists upon retirement, resignation or dismissal.

28.14 General Government Transition Pool Program

Nurses who are notified that they are at risk of being laid off or have been laid off may request their names be placed into the General Government Transition Pool Program administered by the Department of Enterprise Services. Nurses who have their names placed in the General Government Transition Pool are responsible for maintaining current address and phone contact information. When a vacancy occurs within an agency, the Employer will consider nurses in the General Government Transition Pool Program along with all other candidates, all of whom must have the skills and abilities to perform the duties of a position being filled.

28.15 Project Employment

A. Project nurses have layoff rights within their project. Formal options will be determined using the procedure outlined in Section 28.7 of this Article.

B. Permanent status nurses who left regular classified positions to accept project employment without a break in service have layoff rights within the agency in which they held permanent status to the permanent job classification they held immediately prior to accepting project employment.

C. Project nurses who are separated from state service due to layoff and have not held permanent status in classified service may request their names be placed into the General Government Transition Pool Program.

ARTICLE 29
PRIVACY AND OFF-DUTY CONDUCT

The private and personal life and off-duty activities of a nurse will not be grounds for disciplinary action unless required by law, or the activities are a conflict of interest as set forth in RCW 42.52, or are detrimental to the nurse's work performance or the program of the agency. Nurses shall report arrests and court-imposed sanctions or conditions that affect their ability to perform assigned duties to their appointing authority or designee within twenty-four (24) hours or prior to their next scheduled work shift, whichever occurs first.

ARTICLE 30
HIRING AND APPOINTMENTS

30.1 Filling Positions

The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the specialized skills and abilities necessary to perform the duties of the specific position within a job classification that is to be filled. Only those candidates who have the position-specific skills and abilities required to perform the duties of the vacant position will be referred for further consideration by the employing agency.

A. An agency's internal layoff list will consist of nurses who have elected to place their name on the layoff list through Article 28, Layoff and Recall, of this Agreement and are confined to each individual agency.

B. The statewide layoff list will consist of nurses who have elected to place their name on the statewide layoff list in accordance with WAC 357- 46- 080.

C. A promotional candidate is defined as a nurse who has completed the probationary period within a permanent appointment and has attained permanent status within the agency.

D. A transfer candidate is defined as a nurse in permanent status in the same classification as the vacancy within the agency.

E. A voluntary demotion candidate is defined as a nurse in permanent status moving to a class in a lower salary range maximum within the agency.

F. When filling a vacant position with a permanent appointment, candidates will be certified for further consideration in the following manner:

1. The most senior candidate on the agency's internal layoff list with the required skills and abilities who has indicated an appropriate geographic availability will be appointed to the position.

2. If there are no names on the internal layoff list, the agency will certify up to twenty (20) candidates for further consideration. Up to seventy-five percent (75%) of those candidates will be statewide layoff, agency promotional, internal transfers, and agency voluntary demotions. All candidates certified must have the position-specific skills and abilities to perform the duties of the position to be filled. If there is a tie for the last position on the certification for either promotion or other candidates, the agency may consider up to ten (10) additional tied candidates. The agency may supplement the certification with additional tied candidates and replace other candidates who waive consideration with like candidates from the original pool.

3. Nurses in the General Government Transition Pool Program who have the skills and abilities to perform the duties of the vacant position may be considered along with all other candidates who have the skills and abilities to perform the duties of the position.

4. If the certified candidate pool does not contain at least three (3) affirmative action candidates, the agency may add up to three (3) affirmative action candidates to the names certified for the position.

5. When recruiting for multiple positions, the agency may add an additional five (5) agency candidates and five (5) other candidates to the certified list for each additional position.

30.2 Lateral Transfer within a Facility or Program – Permanent Employees

A. When the Employer is notified a position will be vacated, the Employer creates a new position, or reallocates a vacant position within the bargaining unit, nurses at the facility or within a program where the vacancy is occurring, will be notified in order to be considered for placement into the position. Notification will be through email or intranet as determined by the Employer. The position will not be filled on a permanent basis for a minimum of five (5) calendar days from the date the Employer provided general notification to nurses of the vacancy. Notification of Nurse Consultant positions will be agency wide within the facility or program within DSHS and DOH, respectively, and will not be filled on a permanent basis for a minimum of seven (7) calendar days from the date the Employer provided general notification to nurses of the vacancy.

Standing Request for Transfers: July 1 through July 31 of each fiscal year, nurses may also submit transfer requests for positions at the facility or within a program. These requests will remain effective until July 31 of the following year, unless the nurse asks to be removed from the list before then. Nurses who have submitted their standing requests do not need to apply for each vacant position: their application is automatically considered for a vacancy.

B. Prior to certifying candidates in accordance with Section 30.1, an appointing authority shall consider lateral transfer requests made July 1 through July 31 and made in response to notification under Subsection 30.2 A. The appointing authority may grant a transfer within a facility or program as long as the permanent nurse has the skills and abilities required to perform the duties of the position and are within the same job classification. Nurses desiring a transfer will initiate a request in writing. Appointing authorities will review a nurse's documented performance, documented attendance and balancing the needs of the work units when considering a nurse for transfer.

1. For positions that provide direct patient care, seniority will prevail provided the nurse has the skills and abilities necessary to perform the duties of the position, and meets the needs of the work unit.

2. For all other positions, when the appointing authority determines that all factors are equal the nurse with the most seniority will be appointed to the position.

In both 1 and 2 above, a nurse's transfer request may be turned down if the nurse has documented attendance or performance problems. Nurses not selected for the position will be notified and, upon request, shall have an informational meeting with the hiring authority.

30.3 Permanent Status

A nurse will attain permanent status in a job classification upon their successful completion of a probationary, trial service or transition review period.

30.4 Types of Appointment

A. Non-Permanent

1. The Employer may make non-permanent appointments. A non-permanent appointee must have the qualifications and possess any of the specialized skills and abilities for the position.

2. A nurse with permanent status may accept a non-permanent appointment. At least fourteen (14) calendar days prior to starting in the appointment, the nurse must notify their current appointing authority of the intent to accept a non-permanent appointment. Upon notification of the nurse's intent to accept a non-permanent

appointment outside their facility or regional office, the nurse's permanent agency will notify the nurse, in writing, of any return rights to the agency and the duration of those return rights. At a minimum, the agency must provide the nurse access to the agency's internal layoff list. A nurse with permanent status, who accepts a non-permanent appointment within their facility or regional office, will retain return rights to their permanent position.

3. The Employer may convert a non-permanent appointment into a permanent appointment and the nurse will serve a probationary or trial service period. The Employer must appoint an internal layoff candidate, if one exists, before converting a nurse from a non-permanent appointment to a permanent appointment. If there are no internal layoff candidates, the process in Section 30.2 applies.

4. The Employer may end a non-permanent appointment at any time by giving one (1) working days' notice to the nurse. Non -permanent appointments normally will not exceed twenty-four (24) consecutive months in duration.

B. On-Call Employment

The Employer may fill a position with an on-call appointment where the work is intermittent in nature, is sporadic and it does not fit a particular pattern. The Employer may end on-call employment at any time by giving one (1) days' notice to the nurse.

C. Project Employment

1. The Employer may appoint nurses into project positions for which employment is contingent upon state, federal, local, grant, or other special funding of specific and of time-limited duration. The Employer will notify the nurses, in writing, of the expected ending date of the project employment.

2. Nurses who have entered into project employment without previously attaining permanent status will serve a probationary period. Nurses will gain permanent project status upon successful completion of their probationary period.

   Nurses with permanent project status will serve a trial service period when they:

   a. Promote to another job classification within the project; or

   b. Transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.

3. The Employer may consider project nurses with permanent project status for transfer, voluntary demotion, or promotion to non-project positions. Nurses will serve a trial service period upon transfer, voluntary demotion, or promotion to a non-project position in a job classification that the nurses have not previously attained permanent status in.

4. When the Employer converts a project appointment into a permanent appointment, the position will be filled in accordance with Section 30.1 above. The nurse hired will serve a probationary or trial service period in accordance with Section 30.5, below.

5. The layoff and recall rights of project nurses will be in accordance with the provisions in Article 28, Layoff and Recall.

D. Appointment designations and employer-initiated separations from appointments described in this Section are not subject to the grievance procedure in Article 36.

30.5 Review Periods

A. Probationary Period

1. Every part-time and full-time nurse, following their initial appointment to a permanent position, will serve a probationary period of six (6) consecutive months, unless separated prior to. Agencies may extend the probationary period for an individual nurse as long as the extension does not cause the total period to exceed twelve (12) months.

2. The Employer may separate a probationary nurse at any time during the probationary period, and such separation will not be subject to the grievance procedure in Article 36.

3. The Employer will extend a nurse's probationary period, on a day-for-a-day basis, for any day(s) that the nurse is on leave without pay or shared leave, except for leave taken for military service.

4. A nurse who transfers or is promoted prior to completing their initial probationary period will serve a new probationary period. The length of the new probationary period will be six (6) consecutive months, unless adjusted by the appointing authority for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.

5. If the Employer converts the status of a non-permanent appointment to a permanent appointment, the nurse hired will serve a probationary period. However, the Employer may credit time worked in the non-permanent appointment toward completion of the six (6) month probationary period.

B. Trial Service Period

1. All nurses with permanent status who are promoted, who voluntarily demote into a job classification for which they have not previously attained permanent status, or accept a transfer into a job classification for which they have not previously attained permanent status, will serve a trial service period of six (6) consecutive months. Agencies may extend the trial service period for an individual nurse as long as the extension does not cause the total period to exceed twelve (12) months.

2. Any nurse serving a trial service period will have their trial service period extended, on a day-for-a-day basis, for any day(s) that the nurse is on leave without pay or shared leave, except for leave taken for military service.

3. A nurse serving a trial service period may voluntarily revert at any time to a funded permanent position in the same agency, that is:

   a. Vacant or filled by a non-permanent nurse and is within the nurse's previously held permanent job classification.

   b. Vacant or filled by a non-permanent nurse at or below the nurse's previous salary range.

   The reversion option, if any, will be determined by the Employer using the order listed above. In both (a) and (b) above, the Employer will determine the position the nurse may revert to and the nurse must have the qualifications and possess the specialized skills and abilities for the position.

4. With prior written notice by the Employer, a nurse who does not successfully complete their trial service period may be offered an opportunity to revert to a position in the same agency, that is:

   a. Vacant or filled by a non-permanent nurse and is within the trial service nurse's previously held permanent job classification; or

   b. Vacant or filled by a non-permanent nurse at or below the nurse's previous salary range.

   In either case, the nurse being reverted must have the qualifications and possess the specialized skills and abilities for the vacant position.

5. A nurse who has been unsuccessful and has no reversion options may request that their name be placed on the agency's internal layoff list and into the General Government Transition Pool Program for

positions in job classifications where they had previously attained permanent status.

6. The reversion of nurses who are unsuccessful during their trial service period is not subject to the grievance procedure in Article 36.

ARTICLE 31
MANAGEMENT RIGHTS

31.1 Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, shall include but not be limited to, the right to:

A. Determine the Employer's functions, programs, organizational structure and use of technology;

B. Determine the Employer's budget and size of the agency's workforce and the financial basis for layoffs;

C. Direct and supervise nurses;

D. Take all necessary actions to carry out the mission of the State and its agencies during emergencies;

E. Determine the Employer's mission and strategic plans;

F. Develop, enforce, modify or terminate any policy, procedure, manual, work product or work method associated with the programs or operations of the Employer;

G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;

H. Establish or modify the workweek, daily work shift, hours of work and days off;

I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;

J. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;

K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently layoff nurses;

L. Determine, prioritize and assign work to be performed;

M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;

N. Determine training needs, methods of training and nurses to be trained;

O. Determine the reasons for and methods by which nurses will be laid-off; and

P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary actions.

31.2 The Employer has the right to exercise all of the above rights and the lawful rights, prerogatives and functions of management. The Employer's exercise or non-exercise of any right, prerogative or function shall not be subject to the grievance procedure in Article 36 of this Agreement. In addition, the Employer's non-exercise of any right, prerogative or function shall not be deemed a waiver of such right or establishment of a practice.

ARTICLE 32
DRUG AND ALCOHOL FREE WORKPLACE

*This Article has been modified by an **MOU** dated October 15, 2019.

32.1 In accordance with the Governor's Executive Order, #EO 92-01, which establishes a statewide policy on a drug free workplace, all nurses must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs.

32.2 Nurses may not use or possess alcohol in state vehicles, on agency premises, or other governmental or private worksites where nurses are assigned to conduct official state business.

32.3 Nurses may not use or possess marijuana in state vehicles, on agency premises, or other governmental or private worksites where nurses are assigned to conduct official state business, except when the premises are nurse-leased residences.

32.4 The unlawful use, possession, delivery, dispensation, distribution, manufacture or sale of drugs, including marijuana, in state vehicles, on agency premises, or while on official business is prohibited.

32.5 The Departments of Social and Health Services, Health, and the Department of Children, Youth, and Families have the right to develop and implement a policy on a drug and alcohol free workplace. Such policy will not include random or periodic testing of nurses, except as a condition of a return-to-work agreement. Neither the development nor the implementation of this policy will be subject to Article 24, Mandatory Subjects, of this Agreement.

ARTICLE 33
TOBACCO FREE WORKPLACE

33.1 The Employer may enforce a tobacco free working environment, which includes no use of tobacco or smoking in state vehicles, and on agency premises (including parking lots and facilities) where nurses are assigned to conduct official state business.

33.2 The Employer will have the right to confine nurse tobacco use and smoking to specifically designated areas, or make entire campuses tobacco free. Prior to taking such an approach, the Employer will provide ninety (90) days' notice to affected nurses. The Employer will help identify smoking and tobacco cessation resources for nurses who request help to stop smoking or using tobacco products.

33.3 Before changing a campus, facility or institution to a tobacco free environment, the Employer will satisfy its bargaining obligations in accordance with Article 24, Mandatory Subjects.

ARTICLE 34
TOOLS AND EQUIPMENT

The Employer may determine and provide necessary tools and equipment. The Employer will repair or replace employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. This includes, but is not limited to tote bags, carriers with wheels, and electronic equipment. Employees are accountable for equipment and/or tools assigned to them and will maintain them in a clean and serviceable condition. Employees who misuse, vandalize, lose or damage state property may be subject to disciplinary action. Employees will be required to return all Employer provided tools and equipment (i.e., electronic equipment, badges, keys, etc.) upon separation from employment. In those cases where an employee fails to return the provided tools and equipment, the Employer may deduct the value of the items from the employee's final pay.

ARTICLE 35
TRAVEL

Employees required to travel in order to perform their duties will be reimbursed for any authorized travel expenses (e.g., mileage and/or per diem), in accordance with the regulations established by the Office of Financial Management's State Administrative and Accounting Manual and written agency policy.

ARTICLE 36
GRIEVANCE PROCEDURE

36.1 Terms and Requirements

A. Grievance Definition

A grievance is an allegation by a nurse or a group of nurses that there has been a violation or misapplication of this Agreement, which occurred during the term of this Agreement. The term "grievant" as used in this Article includes the term "grievants."

B. Filing a Grievance

Grievances may be filed by the Union on behalf of a nurse or on behalf of a group of nurses. If the Union does so, it will set forth the name of the nurse or the names of the group of nurses. Whenever possible, disputes should be resolved informally, at the lowest level. To that end, all supervisors and nurses are encouraged to engage in free and open discussions about disputes.

C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.

D. Failure to Meet Timelines

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

E. Contents

The written grievance must include the following information or it will not be processed:

1. The date upon which the alleged violation occurred;

2. The specific Article and Section of the Agreement violated and a description of the facts upon which the grievance is based;

3. The specific remedy requested;

4. The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion; and

5. The name(s) and signature(s) of the grievant(s) and the union delegate and/or union representative presenting the grievance.

F. Modifications

No newly alleged violations and/or remedies may be added after the initial written grievance is filed, except by written mutual agreement.

G. Resolution

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

H. Bypass

Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought. Written request for bypassing a step must be submitted within the timeframes outlined in this Article. Once the request has been made the timeframes will be suspended until there is a decision.

I. Withdrawal

A grievance may be withdrawn at any time.

J. Resubmission

If terminated, resolved or withdrawn, a grievance cannot be resubmitted on the same issue based on the same facts.

K. Meeting Attendance and Compensation

1. The Employer has discretion in scheduling Step 1 and 2 grievance meetings and will schedule grievance meetings during the union delegate and grievant's work shift whenever possible. Union delegates will be provided a reasonable amount of time during their normal working hours to investigate and process grievances through the agency head level within the delegate's office or facility. Grievants and union delegates will not lose pay for attending informal resolution meetings, grievance meetings, alternative dispute resolution sessions, mediation sessions, and arbitration hearings held during work time. Grievants and union delegates will not be paid for informal resolution meetings, grievance meetings, alternative dispute resolution sessions, and arbitration hearings held during their off duty time; however, the delegate or grievant may request and the supervisor will approve an adjustment to their work hours, subject to coverage and business needs.

2. Failure by the union delegate and/or union representative to attend and participate in any scheduled grievance meeting shall constitute waiver of the grievance.

L. Group Grievances

The Union will notify management if more than two (2) grievants will be attending a single grievance meeting.

M. Consolidation

The Employer may consolidate grievances arising out of the same set of facts.

N. Alternative Resolution Methods

Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. The parties will share any expenses and fees of alternative methods equally.

O. Confidentiality of Proceedings

The proceedings of any mediation session will not be reported or recorded in any manner, except for agreements that may be reached by the parties during the course of the mediation. Statements made by or to the mediator, or by or to any party or other participant in the mediation may not later be introduced as evidence, may not be made known to an arbitrator or hearings examiner at a hearing, and may not be construed for any purpose as an admission against interest unless they are independently admissible.

36.2 Filing and Processing

A. Filing

A grievance must be filed within twenty-one (21) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence. This twenty-one (21) day period will be used to attempt to informally resolve the dispute. Attempts at informal resolution shall, at a minimum, include discussions with a manager who has the authority to resolve the issue. The nurse, union delegate and/or representative shall indicate that the discussion relates to an issue of a potential grievance.

B. Processing

1. **Step 1 – Appointing Authority or Designee**

If an issue is not resolved informally, the Union may present a written grievance to the nurse's appointing authority, with a copy to the local Human Resources Office, within the twenty-one (21) day period described above. The appointing authority or designee will meet in person or by telephone with a union delegate and/or union representative and the grievant within fifteen (15) days of receipt of the grievance, and will present a decision in writing to the Union within fifteen (15) days after the meeting. The Union shall present all known facts and issues at the Step 1 meeting.

2. **Step 2 – Secretary or Designee**
If the grievance is not resolved at Step 1, the Union may move it to the next step by filing it with the Office of the Secretary, with a copy to the agency's Labor Relations Manager, within fifteen (15) days of the Union's receipt of the Step 1 decision. The Secretary or designee will meet in person or by telephone with a union delegate and/or representative and the grievant within fifteen (15) days of receipt of the appeal, and will present a decision in writing to the Union within fifteen (15) days after the meeting.

3. **Step 3 – Mediation**
If the grievance is not resolved at Step 2, the Union may file a request for mediation with the Public Employment Relations Commission (PERC) in accordance with WAC 391-55-020, with a copy to the OFM State Human Resources/Labor Relations Section (LRS) at labor.relations@ofm.wa.gov and the agency's Human Resources Office within fifteen (15) days of receipt of the Step 2 decision. A copy of the original grievance and all responses will be attached to the mediation request filed with PERC, LRS, and the agency.

4. **Step 4 – Arbitration**
If the grievance is not resolved at Step 3, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the Federal Mediation & Conciliation Services (FMCS) or the American Arbitration Association (AAA) within fifteen (15) days of the mediation session. If the Employer prefers to use the American Arbitration Association (AAA), as an alternative to FMCS, the Employer will pay the difference between the FMCS and AAA filing fees.

36.3 Arbitration

A. Selecting an Arbitrator
The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the arbitration organization.

B. Authority of the Arbitrator
1. The arbitrator will:

a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;

b. Be limited in their decision to the issue(s) set forth in the original written grievance, unless the parties agree to modify it;

c. Not make any award that provides a nurse with any benefit or compensation that is greater than would have resulted had there been no violation of this Agreement;

d. Not have the authority to order the Employer to modify their staffing levels, program requirements or to direct staff to work overtime.

2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

C. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room, will be shared equally by the parties.

2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.

3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.

4. Each party is responsible for the costs of its attorneys, representatives, witnesses and all other costs related to the development and presentation of their case. Grievants and their witnesses will not be paid by the Employer for any time used to prepare for, or travel to or from arbitration hearings that occur during the nurse's scheduled workday. The nurse(s) may be approved to use compensatory time, exchange time, vacation leave or leave without pay for such activities.

ARTICLE 37
SENIORITY

37.1 Definition

A. Seniority for full-time nurses shall be defined as the nurse's length of unbroken state service. Seniority for part-time or on-call nurses shall be based on actual hours worked. For purposes of calculating actual hours worked for part-time and on-call employees, forty (40) hours will equal seven (7) days of seniority. Leave without pay of fifteen (15) consecutive calendar days or less will not affect a nurse's seniority. When a nurse is on leave without pay for more than fifteen (15) consecutive calendar days, the nurse's seniority will not be affected when the leave without pay is taken for:

1. Military leave or United States Public Health Service;

2. Compensable work-related injury or illness leave;

3. Government service leave and leave to enter the Peace Corps, not to exceed two (2) years and three (3) months;

4. Educational leave, contingent upon successful completion of the coursework; and/or

5. Reducing the effects of a layoff.

When a nurse is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one of the reasons listed above, the nurse's seniority date will be moved forward in an amount equal to the duration of the leave without pay. Time spent on a temporary layoff or when a nurse's work hours are reduced in accordance with Section 28.5 of Article 28, Layoff and Recall, shall not be deducted from the calculation of seniority. Nurses who are separated from state service due to layoff, and are reemployed within two (2) years of their separation date, shall not be considered to have a break in service.

B. For the purposes of layoffs, a maximum of five (5) years' credit will be added to the seniority of permanent nurses who are veterans or to their surviving spouse or surviving state registered domestic partner, as provided for in RCW 41.06.133.

37.2 Ties

If two (2) or more nurses have the same unbroken state service date, ties shall be broken in the following order:

1. Longest continuous time within their current job classification;
2. Longest continuous time with the agency; and
3. By lot.

37.3 Seniority List

The Employer shall prepare and post a seniority list. The list shall be updated annually and shall contain each nurse's name, job classification and seniority date. Nurses shall have fourteen (14) calendar days in which to appeal their seniority date to their Human Resource Office, after which time the date shall be presumed correct. A copy of the seniority list shall be provided to the Union at the time of posting.

ARTICLE 38
SAFETY AND HEALTH

38.1 The Employer and the Union have a significant responsibility for workplace safety and will cooperate in the endeavor to maintain safe and healthful working conditions.

A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA). Safety committees shall be maintained and shall operate in accordance with applicable Washington law. A nurse representative, selected by the Union, shall serve on each safety committee.

B. Nurses will comply with all safety and health practices and standards established by the Employer. Nurses who have concerns about safety issues should report them to their supervisor and local safety committee utilizing the appropriate incident reporting forms.

C. The Union will work cooperatively with the Employer on safety and health related matters and encourage nurses to work in a safe and healthful manner.

D. The Employer shall provide safety training to nurses appropriate to the program they are assigned as determined by the Employer. Appropriate safety training will commence upon hire. Such training shall include elements necessary to adequately prepare the nurses to safely perform their work assignments. Before receiving a patient care assignment, a newly hired nurse at a minimum shall receive sufficient training to be able to handle that patient assignment. Training shall be conducted on work time and shall be considered time worked.

E. Subject to regulatory requirements and at the nurse's request, at state in patient mental health hospitals personal identifying information on identification badges shall be limited to photo, first name, last initial and job classification.

38.2 Ergonomic Assessments

At the request of the employee, the Employer will ensure that an ergonomic assessment of the employee's work station is completed, including nurses using agency equipment in the performance of their job duties in the field. Solutions to identified issues/concerns will be implemented within available resources.

38.3 Safety Committees

A. Safety committees will consist of employees selected by the Union and Employer selected members. The number of union-designated employee representatives on the committee(s) will be proportionate to the number of employees represented by the Union at the permanent work location. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate appointing authority for review and action, as necessary. The appointing authority or designee will report follow-up action/information to the safety committee.

B. Upon request, the Employer will provide the safety committee with available safety and health inspection reports and data.

ARTICLE 39
SAFE PATIENT HANDLING

39.1 Eastern and Western State Hospitals have implemented patient safe handling programs in accordance with the requirements of RCW 70.41.390. Eastern and Western State Hospitals will continue safe patient handling committees consistent with RCW 70.41.390. On an ongoing basis, the committees shall:

1. Continue a safe patient handling policy for all shifts and units of the hospitals, and ensure that it is available on every unit;

2. Continue to refine the processes to identify the appropriate use of the safe patient handling policy based on the patient's physical and medical condition and the availability of lifting equipment or lift teams; and

3. Conduct an annual performance evaluation of the program to determine its effectiveness, with the results of the evaluation reported to the local safety committees and made available on every unit. The evaluation shall determine the extent to which implementation of the program has resulted in a reduction in musculoskeletal disorder claims and days of lost work attributable to musculoskeletal disorder caused by patient handling, and include recommendations to increase the program's effectiveness.

39.2 At least one half (1/2) of the members of the safe patient handling committee shall be frontline non-managerial employees who provide direct care to patients unless doing so will adversely affect patient care. When an RN vacancy occurs, the Employer will notify the Union of the vacancy and request that the Union provide a nurse from a specific program area. In the event that the Union does not provide the Employer with a name within twenty-one (21) calendar days after notification, the Employer will notify the Union of its intent to fill the vacancy.

39.3 By January 30, 2010, hospitals must complete acquisition of their choice of: (a) one readily available lift per acute care unit on the same floor, unless the safe patient handling committee determines a lift is unnecessary in the unit; (b) one lift for every ten (10) acute care available inpatient beds; or (c) equipment for use by lift teams. Hospitals must train staff on policies, equipment, and devices at least annually.

39.4 Eastern and Western State Hospitals have developed procedures for nurses to refuse to perform or be involved in patient handling or movement that the nurse believes in good faith will expose a patient or a hospital employee to an unacceptable risk of injury. A nurse who in good faith follows the procedure shall not be the subject of disciplinary action by the hospital for the refusal to perform or be involved in the patient handling or movement.

ARTICLE 40
JOINT NURSE STAFFING COMMITTEE

40.1 The Employer and Union strongly support the proposition that adequate staffing and an appropriate trained staff are necessary to meet the needs of our patients and provide quality care. Both the Employer and Union will work to ensure that state hospitals as defined in RCW 72.23.010 are staffed according to best practices in providing a safe and healthy environment for patients and nurses.

The Employer and Union agree to establish a process to promote evidence-based nurse staffing in each state hospital in compliance with RCW 70.41.420.

40.2 The Employer and Union will continue and update the composition and mission of staffing committees to meet the requirements of RCW 70.41.420.

40.3 Composition of the Joint Staffing Committees

A. At least one-half (1/2) of the members of the nurse staffing committees shall be registered nurses currently providing direct patient care and up to one- half (1/2) of the members shall be determined by the hospital administration. The Union will select the direct patient care nurses for the committees. Each committee shall be co-chaired by the nurse executive or designee and the Union local chair or designee.

B. Participation in the Joint Staffing Committees by employees shall be on scheduled work time and compensated at the appropriate rate of pay. Joint Staffing Committee members shall be granted one-half (1/2) hour pre-meet

time just prior to the Joint Staffing Committee Meeting. Joint Staffing Committee members shall be relieved of all other work duties during the pre-meeting and committee meetings.

40.4 Responsibilities of the Joint Staffing Committees

The primary responsibilities of the committees will be to:

A. Development and oversight of an annual patient care unit and shift-based nurse staffing plan, based on the needs of patients, to be used as the primary component of the staffing budget. Factors to be considered in the development of the plan should include, but are not limited to:

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

2. Level of intensity of all patients and nature of the care to be delivered on each shift;

3. Skill mix;

4. Level of experience and specialty certification or training of nursing personnel providing care;

5. The need for specialized or intensive equipment;

6. The architecture and geography of the patient care unit, including but not limited to placement of patient rooms, treatment areas, nursing stations, medication preparation areas, and equipment;

7. Staffing guidelines adopted or published by national nursing professional associations, specialty nursing organizations, and other health professional organizations; and

8. Hospital finances and resources.

B. Semiannual review of the staffing plan against patient need and known evidence-based staffing information, including the nursing sensitive quality indicators collected by the hospital; and

C. Review, assessment, and response to staffing concerns presented to the committee.

40.5 Annual Report

Produce the hospital's annual nurse staffing plan and present the plan to the CEO in a meeting. If this staffing plan is not adopted by the hospital, the chief executive officer shall provide a written explanation of the reasons why to the committee within ninety (90) days of receipt of the plan.

40.6 Posting of Staffing Plan and Staffing Levels

Each hospital shall post, in a public area on each ward, the nurse staffing plan and the nurse staffing schedule for that shift on that ward, as well as the relevant clinical staffing for that shift. The staffing plan and current staffing levels must also be made available to patients and visitors upon request.

40.7 Non-Retaliation

A hospital may not retaliate against or engage in any form of intimidation for performing any duties or responsibilities in connection with the Joint Staffing Committees, or an employee who notifies the Joint Staffing Committees or the Employer of their concerns on nurse staffing.

40.8 The members of the committee are encouraged to utilize the resources or assistance of the University of Washington William D. Ruckelshaus Center to help identify and apply best practices related to patient safety and nurse staffing.

40.9 Joint Nurse Staffing Committee Information

The co-chairs of the Joint Nurse Staffing Committee will jointly prioritize what information is necessary for discussion of items on the agenda.

ARTICLE 41
STRIKES AND LOCKOUTS

Nothing in this Agreement permits or grants to any nurse the right to strike or refuse to perform their official duties.

ARTICLE 42
SKILLS AND ABILITIES

Skills and abilities are defined as documented criteria found in license/certification requirements, federal and state requirements, position descriptions, bona fide occupational qualifications approved by the Human Rights Commission, or recruitment announcements.

ARTICLE 43
DISTRIBUTION OF AGREEMENT

The Employer will post the Agreement on the Office of Financial Management's (OFM's) internet by the effective date of the Agreement or sixty (60) days after legislative approval, whichever is later. Each agency will post the Agreement electronically on the agency's intranet after it is posted by OFM. The Employer will provide all employees with a link to the Agreement. All employees will be authorized access to the Agreement link.

ARTICLE 44
SAVINGS CLAUSE

If any court, commission or board of competent jurisdiction finds any Article, Section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement shall remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid Article, Section or portion.

ARTICLE 45
ENTIRE AGREEMENT

45.1 This Agreement constitutes the entire agreement and any past practice or past agreement between the parties – whether written or oral – is null and void, unless specifically preserved in this Agreement.

45.2 With regard to WAC's 356 and 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.

45.3 This Agreement supersedes specific provisions of agency policies with which it conflicts.

45.4 During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and shall not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either of the parties at the time they negotiated this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties, in writing, at any time during its term.

ARTICLE 46
DURATION

46.1 All provisions of this Agreement will become effective July 1, 2019, and will remain in full force and effect through June 30, 2021.

46.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2020, and no later than January 31, 2020. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

APPENDIX A
BARGAINING UNITS REPRESENTED BY THE SEIU HEALTHCARE 1199NW

Case 18564-C-04-1190 – Decision 8585
All non-supervisory civil service registered nurses of the Department of Health, excluding the classifications Registered Nurse 4 and Nursing Consultant Advisor, confidential employees, internal auditors, supervisors, Washington Management Service employees (on or after July 1, 2004), employees in other bargaining units and employees historically excluded from the unit by orders of the Washington Personnel Resources Board or its predecessors.

Case 18567-C-04-1192 – Decision 8586
All supervisory civil service registered nurses of the Department of Health, excluding confidential employees, internal auditors, Washington Management Service employees (on or after July 1, 2004), non-supervisory employees, employees in other bargaining units and employees in the "registered nurse 4" and "nursing care consultant supervisor" classifications historically excluded from the unit by orders of the Washington Personnel Resources Board or its predecessors. The "nursing consultant advisor" classification is accreted into the bargaining unit at issue in this proceeding.

Case 18318-C-04-1177 – Decision 8507
All non-supervisory civil service registered nurse employees of the Washington State Department of Children, Youth & Families, excluding supervisors, the classifications Registered Nurse 4 and Nursing Consultant Advisor, confidential employees, internal auditors, Washington Management Service employees (on or after July 1, 2004), employees in other bargaining units and employees historically excluded from the unit by orders of the Washington Personnel Resources Board or its predecessors.

All supervisory civil service registered nurse employees of the Washington State Department of Children, Youth & Families, excluding non-supervisory employees, the classifications of Registered Nurse 4 and Nursing Care Consultant Advisor, confidential employees, internal auditors, Washington Management Service employees (on and after July 1, 2004), employees in other bargaining units, and employees historically excluded from the unit by orders of the Washington Personnel Resources Board or its predecessors.

APPENDIX B

"N1" Range Salary Schedule

Effective July 1, 2019 through June 30, 2020

SALARY RANGE		YEARS OF EXPERIENCE																				
		0		**1**		**2**		**3**		**4**		**5**	**6**	**7**	**8**	**9**	**10**	**12**	**15**	**18**	**20**	**26**
		A	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**Q**	**R**	**S**	**T**	**U**
39E1	Annual	35976	36828	37740	38604	39516	40440	41424	42396	43428	44460	45612	46740	47904	49128	50292	51564	52860	54204	55584	56928	58356
	Monthly	2998	3069	3145	3217	3293	3370	3452	3533	3619	3705	3801	3895	3992	4094	4191	4297	4405	4517	4632	4744	4863
	Hourly	17.23	17.64	18.07	18.49	18.93	19.37	19.84	20.30	20.80	21.29	21.84	22.39	22.94	23.53	24.09	24.70	25.32	25.96	26.62	27.26	27.95
	Standby	1.21	1.23	1.27	1.29	1.32	1.36	1.39	1.42	1.46	1.49	1.53	1.57	1.61	1.65	1.69	1.73	1.77	1.82	1.86	1.91	1.96
41E1	Annual	37740	38604	39516	40440	41424	42396	43428	44460	45612	46740	47904	49128	50292	51564	52860	54204	55584	56928	58356	59796	61356
	Monthly	3145	3217	3293	3370	3452	3533	3619	3705	3801	3895	3992	4094	4191	4297	4405	4517	4632	4744	4863	4983	5113
	Hourly	18.07	18.49	18.93	19.37	19.84	20.30	20.80	21.29	21.84	22.39	22.94	23.53	24.09	24.70	25.32	25.96	26.62	27.26	27.95	28.64	29.39
	Standby	1.27	1.29	1.32	1.36	1.39	1.42	1.46	1.49	1.53	1.57	1.61	1.65	1.69	1.73	1.77	1.82	1.86	1.91	1.96	2.00	2.06
48E1	Annual	44460	45612	46740	47904	49128	50292	51564	52860	54204	55584	56928	58356	59796	61356	62844	64416	66036	67668	69360	71124	72900
	Monthly	3705	3801	3895	3992	4094	4191	4297	4405	4517	4632	4744	4863	4983	5113	5237	5368	5503	5639	5780	5927	6075
	Hourly	21.29	21.84	22.39	22.94	23.53	24.09	24.70	25.32	25.96	26.62	27.26	27.95	28.64	29.39	30.10	30.85	31.63	32.41	33.22	34.06	34.91
	Standby	1.49	1.53	1.57	1.61	1.65	1.69	1.73	1.77	1.82	1.86	1.91	1.96	2.00	2.06	2.11	2.16	2.21	2.27	2.33	2.38	2.44
45N1	Annual	41424	42396	43428	44460	45612	46740	47904	49128	50292	51564	52860	54204	55584	56928	58356	59796	61356	62844	64416	66036	67668
	Monthly	3452	3533	3619	3705	3801	3895	3992	4094	4191	4297	4405	4517	4632	4744	4863	4983	5113	5237	5368	5503	5639
	Hourly	19.84	20.30	20.80	21.29	21.84	22.39	22.94	23.53	24.09	24.70	25.32	25.96	26.62	27.26	27.95	28.64	29.39	30.10	30.85	31.63	32.41
	Standby	1.39	1.42	1.46	1.49	1.53	1.57	1.61	1.65	1.69	1.73	1.77	1.82	1.86	1.91	1.96	2.00	2.06	2.11	2.16	2.21	2.27
47N1	Annual	43428	44460	45612	46740	47904	49128	50292	51564	52860	54204	55584	56928	58356	59796	61356	62844	64416	66036	67668	69360	71124
	Monthly	3619	3705	3801	3895	3992	4094	4191	4297	4405	4517	4632	4744	4863	4983	5113	5237	5368	5503	5639	5780	5927
	Hourly	20.80	21.29	21.84	22.39	22.94	23.53	24.09	24.70	25.32	25.96	26.62	27.26	27.95	28.64	29.39	30.10	30.85	31.63	32.41	33.22	34.06
	Standby	1.46	1.49	1.53	1.57	1.61	1.65	1.69	1.73	1.77	1.82	1.86	1.91	1.96	2.00	2.06	2.11	2.16	2.21	2.27	2.33	2.38

SALARY RANGE		YEARS OF EXPERIENCE																				
		0		**1**		**2**		**3**		**4**		**5**	**6**	**7**	**8**	**9**	**10**	**12**	**15**	**18**	**20**	**26**
		A	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**Q**	**R**	**S**	**T**	**U**
49N1	Annual	45612	46740	47904	49128	50292	51564	52860	54204	55584	56928	58356	59796	61356	62844	64416	66036	67668	69360	71124	72900	74688
	Monthly	3801	3895	3992	4094	4191	4297	4405	4517	4632	4744	4863	4983	5113	5237	5368	5503	5639	5780	5927	6075	6224
	Hourly	21.84	22.39	22.94	23.53	24.09	24.70	25.32	25.96	26.62	27.26	27.95	28.64	29.39	30.10	30.85	31.63	32.41	33.22	34.06	34.91	35.77
	Standby	1.53	1.57	1.61	1.65	1.69	1.73	1.77	1.82	1.86	1.91	1.96	2.00	2.06	2.11	2.16	2.21	2.27	2.33	2.38	2.44	2.50
50N1	Annual	46740	47904	49128	50292	51564	52860	54204	55584	56928	58356	59796	61356	62844	64416	66036	67668	69360	71124	72900	74688	76608
	Monthly	3895	3992	4094	4191	4297	4405	4517	4632	4744	4863	4983	5113	5237	5368	5503	5639	5780	5927	6075	6224	6384
	Hourly	22.39	22.94	23.53	24.09	24.70	25.32	25.96	26.62	27.26	27.95	28.64	29.39	30.10	30.85	31.63	32.41	33.22	34.06	34.91	35.77	36.69
	Standby	1.57	1.61	1.65	1.69	1.73	1.77	1.82	1.86	1.91	1.96	2.00	2.06	2.11	2.16	2.21	2.27	2.33	2.38	2.44	2.50	2.57
51N1	Annual	47904	49128	50292	51564	52860	54204	55584	56928	58356	59796	61356	62844	64416	66036	67668	69360	71124	72900	74688	76608	78504
	Monthly	3992	4094	4191	4297	4405	4517	4632	4744	4863	4983	5113	5237	5368	5503	5639	5780	5927	6075	6224	6384	6542
	Hourly	22.94	23.53	24.09	24.70	25.32	25.96	26.62	27.26	27.95	28.64	29.39	30.10	30.85	31.63	32.41	33.22	34.06	34.91	35.77	36.69	37.60
	Standby	1.61	1.65	1.69	1.73	1.77	1.82	1.86	1.91	1.96	2.00	2.06	2.11	2.16	2.21	2.27	2.33	2.38	2.44	2.50	2.57	2.63
52N1	Annual	49128	50292	51564	52860	54204	55584	56928	58356	59796	61356	62844	64416	66036	67668	69360	71124	72900	74688	76608	78504	80448
	Monthly	4094	4191	4297	4405	4517	4632	4744	4863	4983	5113	5237	5368	5503	5639	5780	5927	6075	6224	6384	6542	6704
	Hourly	23.53	24.09	24.70	25.32	25.96	26.62	27.26	27.95	28.64	29.39	30.10	30.85	31.63	32.41	33.22	34.06	34.91	35.77	36.69	37.60	38.53
	Standby	1.65	1.69	1.73	1.77	1.82	1.86	1.91	1.96	2.00	2.06	2.11	2.16	2.21	2.27	2.33	2.38	2.44	2.50	2.57	2.63	2.70
53N1	Annual	50292	51564	52860	54204	55584	56928	58356	59796	61356	62844	64416	66036	67668	69360	71124	72900	74688	76608	78504	80448	82500
	Monthly	4191	4297	4405	4517	4632	4744	4863	4983	5113	5237	5368	5503	5639	5780	5927	6075	6224	6384	6542	6704	6875
	Hourly	24.09	24.70	25.32	25.96	26.62	27.26	27.95	28.64	29.39	30.10	30.85	31.63	32.41	33.22	34.06	34.91	35.77	36.69	37.60	38.53	39.51
	Standby	1.69	1.73	1.77	1.82	1.86	1.91	1.96	2.00	2.06	2.11	2.16	2.21	2.27	2.33	2.38	2.44	2.50	2.57	2.63	2.70	2.77
54N1	Annual	51564	52860	54204	55584	56928	58356	59796	61356	62844	64416	66036	67668	69360	71124	72900	74688	76608	78504	80448	82500	84516
	Monthly	4297	4405	4517	4632	4744	4863	4983	5113	5237	5368	5503	5639	5780	5927	6075	6224	6384	6542	6704	6875	7043
	Hourly	24.70	25.32	25.96	26.62	27.26	27.95	28.64	29.39	30.10	30.85	31.63	32.41	33.22	34.06	34.91	35.77	36.69	37.60	38.53	39.51	40.48
	Standby	1.73	1.77	1.82	1.86	1.91	1.96	2.00	2.06	2.11	2.16	2.21	2.27	2.33	2.38	2.44	2.50	2.57	2.63	2.70	2.77	2.83

SALARY RANGE		YEARS OF EXPERIENCE																				
		0		**1**		**2**		**3**		**4**		**5**	**6**	**7**	**8**	**9**	**10**	**12**	**15**	**18**	**20**	**26**
		A	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**Q**	**R**	**S**	**T**	**U**
55N1	Annual	52860	54204	55584	56928	58356	59796	61356	62844	64416	66036	67668	69360	71124	72900	74688	76608	78504	80448	82500	84516	86628
	Monthly	4405	4517	4632	4744	4863	4983	5113	5237	5368	5503	5639	5780	5927	6075	6224	6384	6542	6704	6875	7043	7219
	Hourly	25.32	25.96	26.62	27.26	27.95	28.64	29.39	30.10	30.85	31.63	32.41	33.22	34.06	34.91	35.77	36.69	37.60	38.53	39.51	40.48	41.49
	Standby	1.77	1.82	1.86	1.91	1.96	2.00	2.06	2.11	2.16	2.21	2.27	2.33	2.38	2.44	2.50	2.57	2.63	2.70	2.77	2.83	2.90
56N1	Annual	54204	55584	56928	58356	59796	61356	62844	64416	66036	67668	69360	71124	72900	74688	76608	78504	80448	82500	84516	86628	88776
	Monthly	4517	4632	4744	4863	4983	5113	5237	5368	5503	5639	5780	5927	6075	6224	6384	6542	6704	6875	7043	7219	7398
	Hourly	25.96	26.62	27.26	27.95	28.64	29.39	30.10	30.85	31.63	32.41	33.22	34.06	34.91	35.77	36.69	37.60	38.53	39.51	40.48	41.49	42.52
	Standby	1.82	1.86	1.91	1.96	2.00	2.06	2.11	2.16	2.21	2.27	2.33	2.38	2.44	2.50	2.57	2.63	2.70	2.77	2.83	2.90	2.98
57N1	Annual	55584	56928	58356	59796	61356	62844	64416	66036	67668	69360	71124	72900	74688	76608	78504	80448	82500	84516	86628	88776	91008
	Monthly	4632	4744	4863	4983	5113	5237	5368	5503	5639	5780	5927	6075	6224	6384	6542	6704	6875	7043	7219	7398	7584
	Hourly	26.62	27.26	27.95	28.64	29.39	30.10	30.85	31.63	32.41	33.22	34.06	34.91	35.77	36.69	37.60	38.53	39.51	40.48	41.49	42.52	43.59
	Standby	1.86	1.91	1.96	2.00	2.06	2.11	2.16	2.21	2.27	2.33	2.38	2.44	2.50	2.57	2.63	2.70	2.77	2.83	2.90	2.98	3.05
58N1	Annual	56928	58356	59796	61356	62844	64416	66036	67668	69360	71124	72900	74688	76608	78504	80448	82500	84516	86628	88776	91008	93300
	Monthly	4744	4863	4983	5113	5237	5368	5503	5639	5780	5927	6075	6224	6384	6542	6704	6875	7043	7219	7398	7584	7775
	Hourly	27.26	27.95	28.64	29.39	30.10	30.85	31.63	32.41	33.22	34.06	34.91	35.77	36.69	37.60	38.53	39.51	40.48	41.49	42.52	43.59	44.68
	Standby	1.91	1.96	2.00	2.06	2.11	2.16	2.21	2.27	2.33	2.38	2.44	2.50	2.57	2.63	2.70	2.77	2.83	2.90	2.98	3.05	3.13
59N1	Annual	58356	59796	61356	62844	64416	66036	67668	69360	71124	72900	74688	76608	78504	80448	82500	84516	86628	88776	91008	93300	95640
	Monthly	4863	4983	5113	5237	5368	5503	5639	5780	5927	6075	6224	6384	6542	6704	6875	7043	7219	7398	7584	7775	7970
	Hourly	27.95	28.64	29.39	30.10	30.85	31.63	32.41	33.22	34.06	34.91	35.77	36.69	37.60	38.53	39.51	40.48	41.49	42.52	43.59	44.68	45.80
	Standby	1.96	2.00	2.06	2.11	2.16	2.21	2.27	2.33	2.38	2.44	2.50	2.57	2.63	2.70	2.77	2.83	2.90	2.98	3.05	3.13	3.21
60N1	Annual	59796	61356	62844	64416	66036	67668	69360	71124	72900	74688	76608	78504	80448	82500	84516	86628	88776	91008	93300	95640	98040
	Monthly	4983	5113	5237	5368	5503	5639	5780	5927	6075	6224	6384	6542	6704	6875	7043	7219	7398	7584	7775	7970	8170
	Hourly	28.64	29.39	30.10	30.85	31.63	32.41	33.22	34.06	34.91	35.77	36.69	37.60	38.53	39.51	40.48	41.49	42.52	43.59	44.68	45.80	46.95
	Standby	2.00	2.06	2.11	2.16	2.21	2.27	2.33	2.38	2.44	2.50	2.57	2.63	2.70	2.77	2.83	2.90	2.98	3.05	3.13	3.21	3.29

SALARY RANGE		YEARS OF EXPERIENCE																				
		0		**1**		**2**		**3**		**4**		**5**	**6**	**7**	**8**	**9**	**10**	**12**	**15**	**18**	**20**	**26**
		A	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**Q**	**R**	**S**	**T**	**U**
61N1	Annual	61356	62844	64416	66036	67668	69360	71124	72900	74688	76608	78504	80448	82500	84516	86628	88776	91008	93300	95640	98040	100512
	Monthly	5113	5237	5368	5503	5639	5780	5927	6075	6224	6384	6542	6704	6875	7043	7219	7398	7584	7775	7970	8170	8376
	Hourly	29.39	30.10	30.85	31.63	32.41	33.22	34.06	34.91	35.77	36.69	37.60	38.53	39.51	40.48	41.49	42.52	43.59	44.68	45.80	46.95	48.14
	Standby	2.06	2.11	2.16	2.21	2.27	2.33	2.38	2.44	2.50	2.57	2.63	2.70	2.77	2.83	2.90	2.98	3.05	3.13	3.21	3.29	3.37
62N1	Annual	62844	64416	66036	67668	69360	71124	72900	74688	76608	78504	80448	82500	84516	86628	88776	91008	93300	95640	98040	100512	103008
	Monthly	5237	5368	5503	5639	5780	5927	6075	6224	6384	6542	6704	6875	7043	7219	7398	7584	7775	7970	8170	8376	8584
	Hourly	30.10	30.85	31.63	32.41	33.22	34.06	34.91	35.77	36.69	37.60	38.53	39.51	40.48	41.49	42.52	43.59	44.68	45.80	46.95	48.14	49.33
	Standby	2.11	2.16	2.21	2.27	2.33	2.38	2.44	2.50	2.57	2.63	2.70	2.77	2.83	2.90	2.98	3.05	3.13	3.21	3.29	3.37	3.45
63N1	Annual	64416	66036	67668	69360	71124	72900	74688	76608	78504	80448	82500	84516	86628	88776	91008	93300	95640	98040	100512	103008	105588
	Monthly	5368	5503	5639	5780	5927	6075	6224	6384	6542	6704	6875	7043	7219	7398	7584	7775	7970	8170	8376	8584	8799
	Hourly	30.85	31.63	32.41	33.22	34.06	34.91	35.77	36.69	37.60	38.53	39.51	40.48	41.49	42.52	43.59	44.68	45.80	46.95	48.14	49.33	50.57
	Standby	2.16	2.21	2.27	2.33	2.38	2.44	2.50	2.57	2.63	2.70	2.77	2.83	2.90	2.98	3.05	3.13	3.21	3.29	3.37	3.45	3.54
64N1	Annual	66036	67668	69360	71124	72900	74688	76608	78504	80448	82500	84516	86628	88776	91008	93300	95640	98040	100512	103008	105588	108252
	Monthly	5503	5639	5780	5927	6075	6224	6384	6542	6704	6875	7043	7219	7398	7584	7775	7970	8170	8376	8584	8799	9021
	Hourly	31.63	32.41	33.22	34.06	34.91	35.77	36.69	37.60	38.53	39.51	40.48	41.49	42.52	43.59	44.68	45.80	46.95	48.14	49.33	50.57	51.84
	Standby	2.21	2.27	2.33	2.38	2.44	2.50	2.57	2.63	2.70	2.77	2.83	2.90	2.98	3.05	3.13	3.21	3.29	3.37	3.45	3.54	3.63
65N1	Annual	67668	69360	71124	72900	74688	76608	78504	80448	82500	84516	86628	88776	91008	93300	95640	98040	100512	103008	105588	108252	110952
	Monthly	5639	5780	5927	6075	6224	6384	6542	6704	6875	7043	7219	7398	7584	7775	7970	8170	8376	8584	8799	9021	9246
	Hourly	32.41	33.22	34.06	34.91	35.77	36.69	37.60	38.53	39.51	40.48	41.49	42.52	43.59	44.68	45.80	46.95	48.14	49.33	50.57	51.84	53.14
	Standby	2.27	2.33	2.38	2.44	2.50	2.57	2.63	2.70	2.77	2.83	2.90	2.98	3.05	3.13	3.21	3.29	3.37	3.45	3.54	3.63	3.72
66N1	Annual	69360	71124	72900	74688	76608	78504	80448	82500	84516	86628	88776	91008	93300	95640	98040	100512	103008	105588	108252	110952	113724
	Monthly	5780	5927	6075	6224	6384	6542	6704	6875	7043	7219	7398	7584	7775	7970	8170	8376	8584	8799	9021	9246	9477
	Hourly	33.22	34.06	34.91	35.77	36.69	37.60	38.53	39.51	40.48	41.49	42.52	43.59	44.68	45.80	46.95	48.14	49.33	50.57	51.84	53.14	54.47
	Standby	2.33	2.38	2.44	2.50	2.57	2.63	2.70	2.77	2.83	2.90	2.98	3.05	3.13	3.21	3.29	3.37	3.45	3.54	3.63	3.72	3.81

SALARY RANGE		YEARS OF EXPERIENCE																				
		0		**1**		**2**		**3**		**4**		**5**	**6**	**7**	**8**	**9**	**10**	**12**	**15**	**18**	**20**	**26**
		A	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**Q**	**R**	**S**	**T**	**U**
67N1	Annual	71124	72900	74688	76608	78504	80448	82500	84516	86628	88776	91008	93300	95640	98040	100512	103008	105588	108252	110952	113724	116568
	Monthly	5927	6075	6224	6384	6542	6704	6875	7043	7219	7398	7584	7775	7970	8170	8376	8584	8799	9021	9246	9477	9714
	Hourly	34.06	34.91	35.77	36.69	37.60	38.53	39.51	40.48	41.49	42.52	43.59	44.68	45.80	46.95	48.14	49.33	50.57	51.84	53.14	54.47	55.83
	Standby	2.38	2.44	2.50	2.57	2.63	2.70	2.77	2.83	2.90	2.98	3.05	3.13	3.21	3.29	3.37	3.45	3.54	3.63	3.72	3.81	3.91
68N1	Annual	72900	74688	76608	78504	80448	82500	84516	86628	88776	91008	93300	95640	98040	100512	103008	105588	108252	110952	113724	116568	119484
	Monthly	6075	6224	6384	6542	6704	6875	7043	7219	7398	7584	7775	7970	8170	8376	8584	8799	9021	9246	9477	9714	9957
	Hourly	34.91	35.77	36.69	37.60	38.53	39.51	40.48	41.49	42.52	43.59	44.68	45.80	46.95	48.14	49.33	50.57	51.84	53.14	54.47	55.83	57.22
	Standby	2.44	2.50	2.57	2.63	2.70	2.77	2.83	2.90	2.98	3.05	3.13	3.21	3.29	3.37	3.45	3.54	3.63	3.72	3.81	3.91	4.01
69N1	Annual	74688	76608	78504	80448	82500	84516	86628	88776	91008	93300	95640	98040	100512	103008	105588	108252	110952	113724	116568	119484	122472
	Monthly	6224	6384	6542	6704	6875	7043	7219	7398	7584	7775	7970	8170	8376	8584	8799	9021	9246	9477	9714	9957	10206
	Hourly	35.77	36.69	37.60	38.53	39.51	40.48	41.49	42.52	43.59	44.68	45.80	46.95	48.14	49.33	50.57	51.84	53.14	54.47	55.83	57.22	58.66
	Standby	2.50	2.57	2.63	2.70	2.77	2.83	2.90	2.98	3.05	3.13	3.21	3.29	3.37	3.45	3.54	3.63	3.72	3.81	3.91	4.01	4.11
70N1	Annual	76608	78504	80448	82500	84516	86628	88776	91008	93300	95640	98040	100512	103008	105588	108252	110952	113724	116568	119484	122472	125544
	Monthly	6384	6542	6704	6875	7043	7219	7398	7584	7775	7970	8170	8376	8584	8799	9021	9246	9477	9714	9957	10206	10462
	Hourly	36.69	37.60	38.53	39.51	40.48	41.49	42.52	43.59	44.68	45.80	46.95	48.14	49.33	50.57	51.84	53.14	54.47	55.83	57.22	58.66	60.13
	Standby	2.57	2.63	2.70	2.77	2.83	2.90	2.98	3.05	3.13	3.21	3.29	3.37	3.45	3.54	3.63	3.72	3.81	3.91	4.01	4.11	4.21
71N1	Annual	78504	80448	82500	84516	86628	88776	91008	93300	95640	98040	100512	103008	105588	108252	110952	113724	116568	119484	122472	125544	128676
	Monthly	6542	6704	6875	7043	7219	7398	7584	7775	7970	8170	8376	8584	8799	9021	9246	9477	9714	9957	10206	10462	10723
	Hourly	37.60	38.53	39.51	40.48	41.49	42.52	43.59	44.68	45.80	46.95	48.14	49.33	50.57	51.84	53.14	54.47	55.83	57.22	58.66	60.13	61.63
	Standby	2.63	2.70	2.77	2.83	2.90	2.98	3.05	3.13	3.21	3.29	3.37	3.45	3.54	3.63	3.72	3.81	3.91	4.01	4.11	4.21	4.31
72N1	Annual	80448	82500	84516	86628	88776	91008	93300	95640	98040	100512	103008	105588	108252	110952	113724	116568	119484	122472	125544	128676	131892
	Monthly	6704	6875	7043	7219	7398	7584	7775	7970	8170	8376	8584	8799	9021	9246	9477	9714	9957	10206	10462	10723	10991
	Hourly	38.53	39.51	40.48	41.49	42.52	43.59	44.68	45.80	46.95	48.14	49.33	50.57	51.84	53.14	54.47	55.83	57.22	58.66	60.13	61.63	63.17
	Standby	2.70	2.77	2.83	2.90	2.98	3.05	3.13	3.21	3.29	3.37	3.45	3.54	3.63	3.72	3.81	3.91	4.01	4.11	4.21	4.31	4.42

SALARY RANGE		YEARS OF EXPERIENCE																				
		0		**1**		**2**		**3**		**4**		**5**	**6**	**7**	**8**	**9**	**10**	**12**	**15**	**18**	**20**	**26**
		A	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**Q**	**R**	**S**	**T**	**U**
73N1	Annual	82500	84516	86628	88776	91008	93300	95640	98040	100512	103008	105588	108252	110952	113724	116568	119484	122472	125544	128676	131892	135192
	Monthly	6875	7043	7219	7398	7584	7775	7970	8170	8376	8584	8799	9021	9246	9477	9714	9957	10206	10462	10723	10991	11266
	Hourly	39.51	40.48	41.49	42.52	43.59	44.68	45.80	46.95	48.14	49.33	50.57	51.84	53.14	54.47	55.83	57.22	58.66	60.13	61.63	63.17	64.75
	Standby	2.77	2.83	2.90	2.98	3.05	3.13	3.21	3.29	3.37	3.45	3.54	3.63	3.72	3.81	3.91	4.01	4.11	4.21	4.31	4.42	4.53
74N1	Annual	84516	86628	88776	91008	93300	95640	98040	100512	103008	105588	108252	110952	113724	116568	119484	122472	125544	128676	131892	135192	138564
	Monthly	7043	7219	7398	7584	7775	7970	8170	8376	8584	8799	9021	9246	9477	9714	9957	10206	10462	10723	10991	11266	11547
	Hourly	40.48	41.49	42.52	43.59	44.68	45.80	46.95	48.14	49.33	50.57	51.84	53.14	54.47	55.83	57.22	58.66	60.13	61.63	63.17	64.75	66.36
	Standby	2.83	2.90	2.98	3.05	3.13	3.21	3.29	3.37	3.45	3.54	3.63	3.72	3.81	3.91	4.01	4.11	4.21	4.31	4.42	4.53	4.65
75N1	Annual	86628	88776	91008	93300	95640	98040	100512	103008	105588	108252	110952	113724	116568	119484	122472	125544	128676	131892	135192	138564	142032
	Monthly	7219	7398	7584	7775	7970	8170	8376	8584	8799	9021	9246	9477	9714	9957	10206	10462	10723	10991	11266	11547	11836
	Hourly	41.49	42.52	43.59	44.68	45.80	46.95	48.14	49.33	50.57	51.84	53.14	54.47	55.83	57.22	58.66	60.13	61.63	63.17	64.75	66.36	68.02
	Standby	2.90	2.98	3.05	3.13	3.21	3.29	3.37	3.45	3.54	3.63	3.72	3.81	3.91	4.01	4.11	4.21	4.31	4.42	4.53	4.65	4.76
76N1	Annual	88776	91008	93300	95640	98040	100512	103008	105588	108252	110952	113724	116568	119484	122472	125544	128676	131892	135192	138564	142032	145572
	Monthly	7398	7584	7775	7970	8170	8376	8584	8799	9021	9246	9477	9714	9957	10206	10462	10723	10991	11266	11547	11836	12131
	Hourly	42.52	43.59	44.68	45.80	46.95	48.14	49.33	50.57	51.84	53.14	54.47	55.83	57.22	58.66	60.13	61.63	63.17	64.75	66.36	68.02	69.72
	Standby	2.98	3.05	3.13	3.21	3.29	3.37	3.45	3.54	3.63	3.72	3.81	3.91	4.01	4.11	4.21	4.31	4.42	4.53	4.65	4.76	4.88
77N1	Annual	91008	93300	95640	98040	100512	103008	105588	108252	110952	113724	116568	119484	122472	125544	128676	131892	135192	138564	142032	145572	149208
	Monthly	7584	7775	7970	8170	8376	8584	8799	9021	9246	9477	9714	9957	10206	10462	10723	10991	11266	11547	11836	12131	12434
	Hourly	43.59	44.68	45.80	46.95	48.14	49.33	50.57	51.84	53.14	54.47	55.83	57.22	58.66	60.13	61.63	63.17	64.75	66.36	68.02	69.72	71.46
	Standby	3.05	3.13	3.21	3.29	3.37	3.45	3.54	3.63	3.72	3.81	3.91	4.01	4.11	4.21	4.31	4.42	4.53	4.65	4.76	4.88	5.00
78N1	Annual	93300	95640	98040	100512	103008	105588	108252	110952	113724	116568	119484	122472	125544	128676	131892	135192	138564	142032	145572	149208	152940
	Monthly	7775	7970	8170	8376	8584	8799	9021	9246	9477	9714	9957	10206	10462	10723	10991	11266	11547	11836	12131	12434	12745
	Hourly	44.68	45.80	46.95	48.14	49.33	50.57	51.84	53.14	54.47	55.83	57.22	58.66	60.13	61.63	63.17	64.75	66.36	68.02	69.72	71.46	73.25
	Standby	3.13	3.21	3.29	3.37	3.45	3.54	3.63	3.72	3.81	3.91	4.01	4.11	4.21	4.31	4.42	4.53	4.65	4.76	4.88	5.00	5.13

SALARY RANGE		YEARS OF EXPERIENCE																				
		0		**1**		**2**		**3**		**4**		**5**	**6**	**7**	**8**	**9**	**10**	**12**	**15**	**18**	**20**	**26**
		A	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**Q**	**R**	**S**	**T**	**U**
79N1	Annual	95640	98040	100512	103008	105588	108252	110952	113724	116568	119484	122472	125544	128676	131892	135192	138564	142032	145572	149208	152940	156756
	Monthly	7970	8170	8376	8584	8799	9021	9246	9477	9714	9957	10206	10462	10723	10991	11266	11547	11836	12131	12434	12745	13063
	Hourly	45.80	46.95	48.14	49.33	50.57	51.84	53.14	54.47	55.83	57.22	58.66	60.13	61.63	63.17	64.75	66.36	68.02	69.72	71.46	73.25	75.07
	Standby	3.21	3.29	3.37	3.45	3.54	3.63	3.72	3.81	3.91	4.01	4.11	4.21	4.31	4.42	4.53	4.65	4.76	4.88	5.00	5.13	5.26
80N1	Annual	98040	100512	103008	105588	108252	110952	113724	116568	119484	122472	125544	128676	131892	135192	138564	142032	145572	149208	152940	156756	160680
	Monthly	8170	8376	8584	8799	9021	9246	9477	9714	9957	10206	10462	10723	10991	11266	11547	11836	12131	12434	12745	13063	13390
	Hourly	46.95	48.14	49.33	50.57	51.84	53.14	54.47	55.83	57.22	58.66	60.13	61.63	63.17	64.75	66.36	68.02	69.72	71.46	73.25	75.07	76.95
	Standby	3.29	3.37	3.45	3.54	3.63	3.72	3.81	3.91	4.01	4.11	4.21	4.31	4.42	4.53	4.65	4.76	4.88	5.00	5.13	5.26	5.39
81N1	Annual	100512	103008	105588	108252	110952	113724	116568	119484	122472	125544	128676	131892	135192	138564	142032	145572	149208	152940	156756	160680	164700
	Monthly	8376	8584	8799	9021	9246	9477	9714	9957	10206	10462	10723	10991	11266	11547	11836	12131	12434	12745	13063	13390	13725
	Hourly	48.14	49.33	50.57	51.84	53.14	54.47	55.83	57.22	58.66	60.13	61.63	63.17	64.75	66.36	68.02	69.72	71.46	73.25	75.07	76.95	78.88
	Standby	3.37	3.45	3.54	3.63	3.72	3.81	3.91	4.01	4.11	4.21	4.31	4.42	4.53	4.65	4.76	4.88	5.00	5.13	5.26	5.39	5.52
82N1	Annual	103008	105588	108252	110952	113724	116568	119484	122472	125544	128676	131892	135192	138564	142032	145572	149208	152940	156756	160680	164700	168816
	Monthly	8584	8799	9021	9246	9477	9714	9957	10206	10462	10723	10991	11266	11547	11836	12131	12434	12745	13063	13390	13725	14068
	Hourly	49.33	50.57	51.84	53.14	54.47	55.83	57.22	58.66	60.13	61.63	63.17	64.75	66.36	68.02	69.72	71.46	73.25	75.07	76.95	78.88	80.85
	Standby	3.45	3.54	3.63	3.72	3.81	3.91	4.01	4.11	4.21	4.31	4.42	4.53	4.65	4.76	4.88	5.00	5.13	5.26	5.39	5.52	5.66
83N1	Annual	105588	108252	110952	113724	116568	119484	122472	125544	128676	131892	135192	138564	142032	145572	149208	152940	156756	160680	164700	168816	173028
	Monthly	8799	9021	9246	9477	9714	9957	10206	10462	10723	10991	11266	11547	11836	12131	12434	12745	13063	13390	13725	14068	14419
	Hourly	50.57	51.84	53.14	54.47	55.83	57.22	58.66	60.13	61.63	63.17	64.75	66.36	68.02	69.72	71.46	73.25	75.07	76.95	78.88	80.85	82.87
	Standby	3.54	3.63	3.72	3.81	3.91	4.01	4.11	4.21	4.31	4.42	4.53	4.65	4.76	4.88	5.00	5.13	5.26	5.39	5.52	5.66	5.80
84N1	Annual	108252	110952	113724	116568	119484	122472	125544	128676	131892	135192	138564	142032	145572	149208	152940	156756	160680	164700	168816	173028	177348
	Monthly	9021	9246	9477	9714	9957	10206	10462	10723	10991	11266	11547	11836	12131	12434	12745	13063	13390	13725	14068	14419	14779
	Hourly	51.84	53.14	54.47	55.83	57.22	58.66	60.13	61.63	63.17	64.75	66.36	68.02	69.72	71.46	73.25	75.07	76.95	78.88	80.85	82.87	84.94
	Standby	3.63	3.72	3.81	3.91	4.01	4.11	4.21	4.31	4.42	4.53	4.65	4.76	4.88	5.00	5.13	5.26	5.39	5.52	5.66	5.80	5.95

SALARY RANGE		YEARS OF EXPERIENCE																				
		0		**1**		**2**		**3**		**4**		**5**	**6**	**7**	**8**	**9**	**10**	**12**	**15**	**18**	**20**	**26**
		A	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**Q**	**R**	**S**	**T**	**U**
85N1	Annual	110952	113724	116568	119484	122472	125544	128676	131892	135192	138564	142032	145572	149208	152940	156756	160680	164700	168816	173028	177348	181788
	Monthly	9246	9477	9714	9957	10206	10462	10723	10991	11266	11547	11836	12131	12434	12745	13063	13390	13725	14068	14419	14779	15149
	Hourly	53.14	54.47	55.83	57.22	58.66	60.13	61.63	63.17	64.75	66.36	68.02	69.72	71.46	73.25	75.07	76.95	78.88	80.85	82.87	84.94	87.06
	Standby	3.72	3.81	3.91	4.01	4.11	4.21	4.31	4.42	4.53	4.65	4.76	4.88	5.00	5.13	5.26	5.39	5.52	5.66	5.80	5.95	6.09
86N1	Annual	113724	116568	119484	122472	125544	128676	131892	135192	138564	142032	145572	149208	152940	156756	160680	164700	168816	173028	177348	181788	186336
	Monthly	9477	9714	9957	10206	10462	10723	10991	11266	11547	11836	12131	12434	12745	13063	13390	13725	14068	14419	14779	15149	15528
	Hourly	54.47	55.83	57.22	58.66	60.13	61.63	63.17	64.75	66.36	68.02	69.72	71.46	73.25	75.07	76.95	78.88	80.85	82.87	84.94	87.06	89.24
	Standby	3.81	3.91	4.01	4.11	4.21	4.31	4.42	4.53	4.65	4.76	4.88	5.00	5.13	5.26	5.39	5.52	5.66	5.80	5.95	6.09	6.25

APPENDIX C

"N1" Range Salary Schedule

Effective July 1, 2020 through June 30, 2021

SALARY RANGE		YEARS OF EXPERIENCE																				
		0		**1**		**2**		**3**		**4**		**5**	**6**	**7**	**8**	**9**	**10**	**12**	**15**	**18**	**20**	**26**
		A	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**Q**	**R**	**S**	**T**	**U**
39E1	Annual	37056	37932	38868	39768	40704	41652	42672	43668	44736	45792	46980	48144	49344	50604	51804	53112	54444	55836	57252	58632	60108
	Monthly	3088	3161	3239	3314	3392	3471	3556	3639	3728	3816	3915	4012	4112	4217	4317	4426	4537	4653	4771	4886	5009
	Hourly	17.75	18.17	18.61	19.05	19.49	19.95	20.44	20.91	21.43	21.93	22.50	23.06	23.63	24.24	24.81	25.44	26.07	26.74	27.42	28.08	28.79
	Standby	1.24	1.27	1.30	1.33	1.36	1.40	1.43	1.46	1.50	1.54	1.58	1.61	1.65	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02
41E1	Annual	38868	39768	40704	41652	42672	43668	44736	45792	46980	48144	49344	50604	51804	53112	54444	55836	57252	58632	60108	61584	63192
	Monthly	3239	3314	3392	3471	3556	3639	3728	3816	3915	4012	4112	4217	4317	4426	4537	4653	4771	4886	5009	5132	5266
	Hourly	18.61	19.05	19.49	19.95	20.44	20.91	21.43	21.93	22.50	23.06	23.63	24.24	24.81	25.44	26.07	26.74	27.42	28.08	28.79	29.49	30.26
	Standby	1.30	1.33	1.36	1.40	1.43	1.46	1.50	1.54	1.58	1.61	1.65	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.06	2.12
48E1	Annual	45792	46980	48144	49344	50604	51804	53112	54444	55836	57252	58632	60108	61584	63192	64728	66348	68016	69696	71436	73260	75084
	Monthly	3816	3915	4012	4112	4217	4317	4426	4537	4653	4771	4886	5009	5132	5266	5394	5529	5668	5808	5953	6105	6257
	Hourly	21.93	22.50	23.06	23.63	24.24	24.81	25.44	26.07	26.74	27.42	28.08	28.79	29.49	30.26	31.00	31.78	32.57	33.38	34.21	35.09	35.96
	Standby	1.54	1.58	1.61	1.65	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.06	2.12	2.17	2.22	2.28	2.34	2.39	2.46	2.52
45N1	Annual	42672	43668	44736	45792	46980	48144	49344	50604	51804	53112	54444	55836	57252	58632	60108	61584	63192	64728	66348	68016	69696
	Monthly	3556	3639	3728	3816	3915	4012	4112	4217	4317	4426	4537	4653	4771	4886	5009	5132	5266	5394	5529	5668	5808
	Hourly	20.44	20.91	21.43	21.93	22.50	23.06	23.63	24.24	24.81	25.44	26.07	26.74	27.42	28.08	28.79	29.49	30.26	31.00	31.78	32.57	33.38
	Standby	1.43	1.46	1.50	1.54	1.58	1.61	1.65	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.06	2.12	2.17	2.22	2.28	2.34
47N1	Annual	44736	45792	46980	48144	49344	50604	51804	53112	54444	55836	57252	58632	60108	61584	63192	64728	66348	68016	69696	71436	73260
	Monthly	3728	3816	3915	4012	4112	4217	4317	4426	4537	4653	4771	4886	5009	5132	5266	5394	5529	5668	5808	5953	6105
	Hourly	21.43	21.93	22.50	23.06	23.63	24.24	24.81	25.44	26.07	26.74	27.42	28.08	28.79	29.49	30.26	31.00	31.78	32.57	33.38	34.21	35.09
	Standby	1.50	1.54	1.58	1.61	1.65	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.06	2.12	2.17	2.22	2.28	2.34	2.39	2.46

SALARY RANGE		YEARS OF EXPERIENCE																				
		0		1		2		3		4		5	6	7	8	9	10	12	15	18	20	26
		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
49N1	Annual	46980	48144	49344	50604	51804	53112	54444	55836	57252	58632	60108	61584	63192	64728	66348	68016	69696	71436	73260	75084	76932
	Monthly	3915	4012	4112	4217	4317	4426	4537	4653	4771	4886	5009	5132	5266	5394	5529	5668	5808	5953	6105	6257	6411
	Hourly	22.50	23.06	23.63	24.24	24.81	25.44	26.07	26.74	27.42	28.08	28.79	29.49	30.26	31.00	31.78	32.57	33.38	34.21	35.09	35.96	36.84
	Standby	1.58	1.61	1.65	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.06	2.12	2.17	2.22	2.28	2.34	2.39	2.46	2.52	2.58
50N1	Annual	48144	49344	50604	51804	53112	54444	55836	57252	58632	60108	61584	63192	64728	66348	68016	69696	71436	73260	75084	76932	78912
	Monthly	4012	4112	4217	4317	4426	4537	4653	4771	4886	5009	5132	5266	5394	5529	5668	5808	5953	6105	6257	6411	6576
	Hourly	23.06	23.63	24.24	24.81	25.44	26.07	26.74	27.42	28.08	28.79	29.49	30.26	31.00	31.78	32.57	33.38	34.21	35.09	35.96	36.84	37.79
	Standby	1.61	1.65	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.06	2.12	2.17	2.22	2.28	2.34	2.39	2.46	2.52	2.58	2.65
51N1	Annual	49344	50604	51804	53112	54444	55836	57252	58632	60108	61584	63192	64728	66348	68016	69696	71436	73260	75084	76932	78912	80856
	Monthly	4112	4217	4317	4426	4537	4653	4771	4886	5009	5132	5266	5394	5529	5668	5808	5953	6105	6257	6411	6576	6738
	Hourly	23.63	24.24	24.81	25.44	26.07	26.74	27.42	28.08	28.79	29.49	30.26	31.00	31.78	32.57	33.38	34.21	35.09	35.96	36.84	37.79	38.72
	Standby	1.65	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.06	2.12	2.17	2.22	2.28	2.34	2.39	2.46	2.52	2.58	2.65	2.71
52N1	Annual	50604	51804	53112	54444	55836	57252	58632	60108	61584	63192	64728	66348	68016	69696	71436	73260	75084	76932	78912	80856	82860
	Monthly	4217	4317	4426	4537	4653	4771	4886	5009	5132	5266	5394	5529	5668	5808	5953	6105	6257	6411	6576	6738	6905
	Hourly	24.24	24.81	25.44	26.07	26.74	27.42	28.08	28.79	29.49	30.26	31.00	31.78	32.57	33.38	34.21	35.09	35.96	36.84	37.79	38.72	39.68
	Standby	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.06	2.12	2.17	2.22	2.28	2.34	2.39	2.46	2.52	2.58	2.65	2.71	2.78
53N1	Annual	51804	53112	54444	55836	57252	58632	60108	61584	63192	64728	66348	68016	69696	71436	73260	75084	76932	78912	80856	82860	84972
	Monthly	4317	4426	4537	4653	4771	4886	5009	5132	5266	5394	5529	5668	5808	5953	6105	6257	6411	6576	6738	6905	7081
	Hourly	24.81	25.44	26.07	26.74	27.42	28.08	28.79	29.49	30.26	31.00	31.78	32.57	33.38	34.21	35.09	35.96	36.84	37.79	38.72	39.68	40.70
	Standby	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.06	2.12	2.17	2.22	2.28	2.34	2.39	2.46	2.52	2.58	2.65	2.71	2.78	2.85

SALARY RANGE		YEARS OF EXPERIENCE																				
		0		1		2		3		4		5	6	7	8	9	10	12	15	18	20	26
		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
54N1	Annual	53112	54444	55836	57252	58632	60108	61584	63192	64728	66348	68016	69696	71436	73260	75084	76932	78912	80856	82860	84972	87048
	Monthly	4426	4537	4653	4771	4886	5009	5132	5266	5394	5529	5668	5808	5953	6105	6257	6411	6576	6738	6905	7081	7254
	Hourly	25.44	26.07	26.74	27.42	28.08	28.79	29.49	30.26	31.00	31.78	32.57	33.38	34.21	35.09	35.96	36.84	37.79	38.72	39.68	40.70	41.69
	Standby	1.78	1.83	1.87	1.92	1.97	2.02	2.06	2.12	2.17	2.22	2.28	2.34	2.39	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92
55N1	Annual	54444	55836	57252	58632	60108	61584	63192	64728	66348	68016	69696	71436	73260	75084	76932	78912	80856	82860	84972	87048	89232
	Monthly	4537	4653	4771	4886	5009	5132	5266	5394	5529	5668	5808	5953	6105	6257	6411	6576	6738	6905	7081	7254	7436
	Hourly	26.07	26.74	27.42	28.08	28.79	29.49	30.26	31.00	31.78	32.57	33.38	34.21	35.09	35.96	36.84	37.79	38.72	39.68	40.70	41.69	42.74
	Standby	1.83	1.87	1.92	1.97	2.02	2.06	2.12	2.17	2.22	2.28	2.34	2.39	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99
56N1	Annual	55836	57252	58632	60108	61584	63192	64728	66348	68016	69696	71436	73260	75084	76932	78912	80856	82860	84972	87048	89232	91440
	Monthly	4653	4771	4886	5009	5132	5266	5394	5529	5668	5808	5953	6105	6257	6411	6576	6738	6905	7081	7254	7436	7620
	Hourly	26.74	27.42	28.08	28.79	29.49	30.26	31.00	31.78	32.57	33.38	34.21	35.09	35.96	36.84	37.79	38.72	39.68	40.70	41.69	42.74	43.79
	Standby	1.87	1.92	1.97	2.02	2.06	2.12	2.17	2.22	2.28	2.34	2.39	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07
57N1	Annual	57252	58632	60108	61584	63192	64728	66348	68016	69696	71436	73260	75084	76932	78912	80856	82860	84972	87048	89232	91440	93744
	Monthly	4771	4886	5009	5132	5266	5394	5529	5668	5808	5953	6105	6257	6411	6576	6738	6905	7081	7254	7436	7620	7812
	Hourly	27.42	28.08	28.79	29.49	30.26	31.00	31.78	32.57	33.38	34.21	35.09	35.96	36.84	37.79	38.72	39.68	40.70	41.69	42.74	43.79	44.90
	Standby	1.92	1.97	2.02	2.06	2.12	2.17	2.22	2.28	2.34	2.39	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.14
58N1	Annual	58632	60108	61584	63192	64728	66348	68016	69696	71436	73260	75084	76932	78912	80856	82860	84972	87048	89232	91440	93744	96096
	Monthly	4886	5009	5132	5266	5394	5529	5668	5808	5953	6105	6257	6411	6576	6738	6905	7081	7254	7436	7620	7812	8008
	Hourly	28.08	28.79	29.49	30.26	31.00	31.78	32.57	33.38	34.21	35.09	35.96	36.84	37.79	38.72	39.68	40.70	41.69	42.74	43.79	44.90	46.02
	Standby	1.97	2.02	2.06	2.12	2.17	2.22	2.28	2.34	2.39	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.14	3.22

SALARY RANGE		YEARS OF EXPERIENCE																				
		0		1		2		3		4		5	6	7	8	9	10	12	15	18	20	26
		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
59N1	Annual	60108	61584	63192	64728	66348	68016	69696	71436	73260	75084	76932	78912	80856	82860	84972	87048	89232	91440	93744	96096	98508
	Monthly	5009	5132	5266	5394	5529	5668	5808	5953	6105	6257	6411	6576	6738	6905	7081	7254	7436	7620	7812	8008	8209
	Hourly	28.79	29.49	30.26	31.00	31.78	32.57	33.38	34.21	35.09	35.96	36.84	37.79	38.72	39.68	40.70	41.69	42.74	43.79	44.90	46.02	47.18
	Standby	2.02	2.06	2.12	2.17	2.22	2.28	2.34	2.39	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.14	3.22	3.30
60N1	Annual	61584	63192	64728	66348	68016	69696	71436	73260	75084	76932	78912	80856	82860	84972	87048	89232	91440	93744	96096	98508	100980
	Monthly	5132	5266	5394	5529	5668	5808	5953	6105	6257	6411	6576	6738	6905	7081	7254	7436	7620	7812	8008	8209	8415
	Hourly	29.49	30.26	31.00	31.78	32.57	33.38	34.21	35.09	35.96	36.84	37.79	38.72	39.68	40.70	41.69	42.74	43.79	44.90	46.02	47.18	48.36
	Standby	2.06	2.12	2.17	2.22	2.28	2.34	2.39	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.14	3.22	3.30	3.39
61N1	Annual	63192	64728	66348	68016	69696	71436	73260	75084	76932	78912	80856	82860	84972	87048	89232	91440	93744	96096	98508	100980	103524
	Monthly	5266	5394	5529	5668	5808	5953	6105	6257	6411	6576	6738	6905	7081	7254	7436	7620	7812	8008	8209	8415	8627
	Hourly	30.26	31.00	31.78	32.57	33.38	34.21	35.09	35.96	36.84	37.79	38.72	39.68	40.70	41.69	42.74	43.79	44.90	46.02	47.18	48.36	49.58
	Standby	2.12	2.17	2.22	2.28	2.34	2.39	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.14	3.22	3.30	3.39	3.47
62N1	Annual	64728	66348	68016	69696	71436	73260	75084	76932	78912	80856	82860	84972	87048	89232	91440	93744	96096	98508	100980	103524	106104
	Monthly	5394	5529	5668	5808	5953	6105	6257	6411	6576	6738	6905	7081	7254	7436	7620	7812	8008	8209	8415	8627	8842
	Hourly	31.00	31.78	32.57	33.38	34.21	35.09	35.96	36.84	37.79	38.72	39.68	40.70	41.69	42.74	43.79	44.90	46.02	47.18	48.36	49.58	50.82
	Standby	2.17	2.22	2.28	2.34	2.39	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.14	3.22	3.30	3.39	3.47	3.56
63N1	Annual	66348	68016	69696	71436	73260	75084	76932	78912	80856	82860	84972	87048	89232	91440	93744	96096	98508	100980	103524	106104	108756
	Monthly	5529	5668	5808	5953	6105	6257	6411	6576	6738	6905	7081	7254	7436	7620	7812	8008	8209	8415	8627	8842	9063
	Hourly	31.78	32.57	33.38	34.21	35.09	35.96	36.84	37.79	38.72	39.68	40.70	41.69	42.74	43.79	44.90	46.02	47.18	48.36	49.58	50.82	52.09
	Standby	2.22	2.28	2.34	2.39	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.14	3.22	3.30	3.39	3.47	3.56	3.65

SALARY RANGE		YEARS OF EXPERIENCE																				
		0		1		2		3		4		5	6	7	8	9	10	12	15	18	20	26
		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
64N1	Annual	68016	69696	71436	73260	75084	76932	78912	80856	82860	84972	87048	89232	91440	93744	96096	98508	100980	103524	106104	108756	111504
	Monthly	5668	5808	5953	6105	6257	6411	6576	6738	6905	7081	7254	7436	7620	7812	8008	8209	8415	8627	8842	9063	9292
	Hourly	32.57	33.38	34.21	35.09	35.96	36.84	37.79	38.72	39.68	40.70	41.69	42.74	43.79	44.90	46.02	47.18	48.36	49.58	50.82	52.09	53.40
	Standby	2.28	2.34	2.39	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.14	3.22	3.30	3.39	3.47	3.56	3.65	3.74
65N1	Annual	69696	71436	73260	75084	76932	78912	80856	82860	84972	87048	89232	91440	93744	96096	98508	100980	103524	106104	108756	111504	114276
	Monthly	5808	5953	6105	6257	6411	6576	6738	6905	7081	7254	7436	7620	7812	8008	8209	8415	8627	8842	9063	9292	9523
	Hourly	33.38	34.21	35.09	35.96	36.84	37.79	38.72	39.68	40.70	41.69	42.74	43.79	44.90	46.02	47.18	48.36	49.58	50.82	52.09	53.40	54.73
	Standby	2.34	2.39	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.14	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83
66N1	Annual	71436	73260	75084	76932	78912	80856	82860	84972	87048	89232	91440	93744	96096	98508	100980	103524	106104	108756	111504	114276	117132
	Monthly	5953	6105	6257	6411	6576	6738	6905	7081	7254	7436	7620	7812	8008	8209	8415	8627	8842	9063	9292	9523	9761
	Hourly	34.21	35.09	35.96	36.84	37.79	38.72	39.68	40.70	41.69	42.74	43.79	44.90	46.02	47.18	48.36	49.58	50.82	52.09	53.40	54.73	56.10
	Standby	2.39	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.14	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93
67N1	Annual	73260	75084	76932	78912	80856	82860	84972	87048	89232	91440	93744	96096	98508	100980	103524	106104	108756	111504	114276	117132	120060
	Monthly	6105	6257	6411	6576	6738	6905	7081	7254	7436	7620	7812	8008	8209	8415	8627	8842	9063	9292	9523	9761	10005
	Hourly	35.09	35.96	36.84	37.79	38.72	39.68	40.70	41.69	42.74	43.79	44.90	46.02	47.18	48.36	49.58	50.82	52.09	53.40	54.73	56.10	57.50
	Standby	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.14	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.03
68N1	Annual	75084	76932	78912	80856	82860	84972	87048	89232	91440	93744	96096	98508	100980	103524	106104	108756	111504	114276	117132	120060	123072
	Monthly	6257	6411	6576	6738	6905	7081	7254	7436	7620	7812	8008	8209	8415	8627	8842	9063	9292	9523	9761	10005	10256
	Hourly	35.96	36.84	37.79	38.72	39.68	40.70	41.69	42.74	43.79	44.90	46.02	47.18	48.36	49.58	50.82	52.09	53.40	54.73	56.10	57.50	58.94
	Standby	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.14	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.03	4.13

SALARY RANGE		YEARS OF EXPERIENCE																				
		0		1		2		3		4		5	6	7	8	9	10	12	15	18	20	26
		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
69N1	Annual	76932	78912	80856	82860	84972	87048	89232	91440	93744	96096	98508	100980	103524	106104	108756	111504	114276	117132	120060	123072	126144
	Monthly	6411	6576	6738	6905	7081	7254	7436	7620	7812	8008	8209	8415	8627	8842	9063	9292	9523	9761	10005	10256	10512
	Hourly	36.84	37.79	38.72	39.68	40.70	41.69	42.74	43.79	44.90	46.02	47.18	48.36	49.58	50.82	52.09	53.40	54.73	56.10	57.50	58.94	60.41
	Standby	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.14	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.03	4.13	4.23
70N1	Annual	78912	80856	82860	84972	87048	89232	91440	93744	96096	98508	100980	103524	106104	108756	111504	114276	117132	120060	123072	126144	129312
	Monthly	6576	6738	6905	7081	7254	7436	7620	7812	8008	8209	8415	8627	8842	9063	9292	9523	9761	10005	10256	10512	10776
	Hourly	37.79	38.72	39.68	40.70	41.69	42.74	43.79	44.90	46.02	47.18	48.36	49.58	50.82	52.09	53.40	54.73	56.10	57.50	58.94	60.41	61.93
	Standby	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.14	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.03	4.13	4.23	4.34
71N1	Annual	80856	82860	84972	87048	89232	91440	93744	96096	98508	100980	103524	106104	108756	111504	114276	117132	120060	123072	126144	129312	132540
	Monthly	6738	6905	7081	7254	7436	7620	7812	8008	8209	8415	8627	8842	9063	9292	9523	9761	10005	10256	10512	10776	11045
	Hourly	38.72	39.68	40.70	41.69	42.74	43.79	44.90	46.02	47.18	48.36	49.58	50.82	52.09	53.40	54.73	56.10	57.50	58.94	60.41	61.93	63.48
	Standby	2.71	2.78	2.85	2.92	2.99	3.07	3.14	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.03	4.13	4.23	4.34	4.44
72N1	Annual	82860	84972	87048	89232	91440	93744	96096	98508	100980	103524	106104	108756	111504	114276	117132	120060	123072	126144	129312	132540	135852
	Monthly	6905	7081	7254	7436	7620	7812	8008	8209	8415	8627	8842	9063	9292	9523	9761	10005	10256	10512	10776	11045	11321
	Hourly	39.68	40.70	41.69	42.74	43.79	44.90	46.02	47.18	48.36	49.58	50.82	52.09	53.40	54.73	56.10	57.50	58.94	60.41	61.93	63.48	65.06
	Standby	2.78	2.85	2.92	2.99	3.07	3.14	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.03	4.13	4.23	4.34	4.44	4.55
73N1	Annual	84972	87048	89232	91440	93744	96096	98508	100980	103524	106104	108756	111504	114276	117132	120060	123072	126144	129312	132540	135852	139248
	Monthly	7081	7254	7436	7620	7812	8008	8209	8415	8627	8842	9063	9292	9523	9761	10005	10256	10512	10776	11045	11321	11604
	Hourly	40.70	41.69	42.74	43.79	44.90	46.02	47.18	48.36	49.58	50.82	52.09	53.40	54.73	56.10	57.50	58.94	60.41	61.93	63.48	65.06	66.69
	Standby	2.85	2.92	2.99	3.07	3.14	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.03	4.13	4.23	4.34	4.44	4.55	4.67

SALARY RANGE		YEARS OF EXPERIENCE																				
		0		1		2		3		4		5	6	7	8	9	10	12	15	18	20	26
		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
74N1	Annual	87048	89232	91440	93744	96096	98508	100980	103524	106104	108756	111504	114276	117132	120060	123072	126144	129312	132540	135852	139248	142716
	Monthly	7254	7436	7620	7812	8008	8209	8415	8627	8842	9063	9292	9523	9761	10005	10256	10512	10776	11045	11321	11604	11893
	Hourly	41.69	42.74	43.79	44.90	46.02	47.18	48.36	49.58	50.82	52.09	53.40	54.73	56.10	57.50	58.94	60.41	61.93	63.48	65.06	66.69	68.35
	Standby	2.92	2.99	3.07	3.14	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.03	4.13	4.23	4.34	4.44	4.55	4.67	4.78
75N1	Annual	89232	91440	93744	96096	98508	100980	103524	106104	108756	111504	114276	117132	120060	123072	126144	129312	132540	135852	139248	142716	146292
	Monthly	7436	7620	7812	8008	8209	8415	8627	8842	9063	9292	9523	9761	10005	10256	10512	10776	11045	11321	11604	11893	12191
	Hourly	42.74	43.79	44.90	46.02	47.18	48.36	49.58	50.82	52.09	53.40	54.73	56.10	57.50	58.94	60.41	61.93	63.48	65.06	66.69	68.35	70.06
	Standby	2.99	3.07	3.14	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.03	4.13	4.23	4.34	4.44	4.55	4.67	4.78	4.90
76N1	Annual	91440	93744	96096	98508	100980	103524	106104	108756	111504	114276	117132	120060	123072	126144	129312	132540	135852	139248	142716	146292	149940
	Monthly	7620	7812	8008	8209	8415	8627	8842	9063	9292	9523	9761	10005	10256	10512	10776	11045	11321	11604	11893	12191	12495
	Hourly	43.79	44.90	46.02	47.18	48.36	49.58	50.82	52.09	53.40	54.73	56.10	57.50	58.94	60.41	61.93	63.48	65.06	66.69	68.35	70.06	71.81
	Standby	3.07	3.14	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.03	4.13	4.23	4.34	4.44	4.55	4.67	4.78	4.90	5.03
77N1	Annual	93744	96096	98508	100980	103524	106104	108756	111504	114276	117132	120060	123072	126144	129312	132540	135852	139248	142716	146292	149940	153684
	Monthly	7812	8008	8209	8415	8627	8842	9063	9292	9523	9761	10005	10256	10512	10776	11045	11321	11604	11893	12191	12495	12807
	Hourly	44.90	46.02	47.18	48.36	49.58	50.82	52.09	53.40	54.73	56.10	57.50	58.94	60.41	61.93	63.48	65.06	66.69	68.35	70.06	71.81	73.60
	Standby	3.14	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.03	4.13	4.23	4.34	4.44	4.55	4.67	4.78	4.90	5.03	5.15
78N1	Annual	96096	98508	100980	103524	106104	108756	111504	114276	117132	120060	123072	126144	129312	132540	135852	139248	142716	146292	149940	153684	157524
	Monthly	8008	8209	8415	8627	8842	9063	9292	9523	9761	10005	10256	10512	10776	11045	11321	11604	11893	12191	12495	12807	13127
	Hourly	46.02	47.18	48.36	49.58	50.82	52.09	53.40	54.73	56.10	57.50	58.94	60.41	61.93	63.48	65.06	66.69	68.35	70.06	71.81	73.60	75.44
	Standby	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.03	4.13	4.23	4.34	4.44	4.55	4.67	4.78	4.90	5.03	5.15	5.28

SALARY RANGE		YEARS OF EXPERIENCE																				
		0		1		2		3		4		5	6	7	8	9	10	12	15	18	20	26
		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
79N1	Annual	98508	100980	103524	106104	108756	111504	114276	117132	120060	123072	126144	129312	132540	135852	139248	142716	146292	149940	153684	157524	161460
	Monthly	8209	8415	8627	8842	9063	9292	9523	9761	10005	10256	10512	10776	11045	11321	11604	11893	12191	12495	12807	13127	13455
	Hourly	47.18	48.36	49.58	50.82	52.09	53.40	54.73	56.10	57.50	58.94	60.41	61.93	63.48	65.06	66.69	68.35	70.06	71.81	73.60	75.44	77.33
	Standby	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.03	4.13	4.23	4.34	4.44	4.55	4.67	4.78	4.90	5.03	5.15	5.28	5.41
80N1	Annual	100980	103524	106104	108756	111504	114276	117132	120060	123072	126144	129312	132540	135852	139248	142716	146292	149940	153684	157524	161460	165504
	Monthly	8415	8627	8842	9063	9292	9523	9761	10005	10256	10512	10776	11045	11321	11604	11893	12191	12495	12807	13127	13455	13792
	Hourly	48.36	49.58	50.82	52.09	53.40	54.73	56.10	57.50	58.94	60.41	61.93	63.48	65.06	66.69	68.35	70.06	71.81	73.60	75.44	77.33	79.26
	Standby	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.03	4.13	4.23	4.34	4.44	4.55	4.67	4.78	4.90	5.03	5.15	5.28	5.41	5.55
81N1	Annual	103524	106104	108756	111504	114276	117132	120060	123072	126144	129312	132540	135852	139248	142716	146292	149940	153684	157524	161460	165504	169644
	Monthly	8627	8842	9063	9292	9523	9761	10005	10256	10512	10776	11045	11321	11604	11893	12191	12495	12807	13127	13455	13792	14137
	Hourly	49.58	50.82	52.09	53.40	54.73	56.10	57.50	58.94	60.41	61.93	63.48	65.06	66.69	68.35	70.06	71.81	73.60	75.44	77.33	79.26	81.25
	Standby	3.47	3.56	3.65	3.74	3.83	3.93	4.03	4.13	4.23	4.34	4.44	4.55	4.67	4.78	4.90	5.03	5.15	5.28	5.41	5.55	5.69
82N1	Annual	106104	108756	111504	114276	117132	120060	123072	126144	129312	132540	135852	139248	142716	146292	149940	153684	157524	161460	165504	169644	173880
	Monthly	8842	9063	9292	9523	9761	10005	10256	10512	10776	11045	11321	11604	11893	12191	12495	12807	13127	13455	13792	14137	14490
	Hourly	50.82	52.09	53.40	54.73	56.10	57.50	58.94	60.41	61.93	63.48	65.06	66.69	68.35	70.06	71.81	73.60	75.44	77.33	79.26	81.25	83.28
	Standby	3.56	3.65	3.74	3.83	3.93	4.03	4.13	4.23	4.34	4.44	4.55	4.67	4.78	4.90	5.03	5.15	5.28	5.41	5.55	5.69	5.83
83N1	Annual	108756	111504	114276	117132	120060	123072	126144	129312	132540	135852	139248	142716	146292	149940	153684	157524	161460	165504	169644	173880	178224
	Monthly	9063	9292	9523	9761	10005	10256	10512	10776	11045	11321	11604	11893	12191	12495	12807	13127	13455	13792	14137	14490	14852
	Hourly	52.09	53.40	54.73	56.10	57.50	58.94	60.41	61.93	63.48	65.06	66.69	68.35	70.06	71.81	73.60	75.44	77.33	79.26	81.25	83.28	85.36
	Standby	3.65	3.74	3.83	3.93	4.03	4.13	4.23	4.34	4.44	4.55	4.67	4.78	4.90	5.03	5.15	5.28	5.41	5.55	5.69	5.83	5.97

SALARY RANGE				YEARS OF EXPERIENCE																		
		0		**1**		**2**		**3**		**4**		**5**	**6**	**7**	**8**	**9**	**10**	**12**	**15**	**18**	**20**	**26**
		A	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**Q**	**R**	**S**	**T**	**U**
84N1	Annual	111504	114276	117132	120060	123072	126144	129312	132540	135852	139248	142716	146292	149940	153684	157524	161460	165504	169644	173880	178224	182664
	Monthly	9292	9523	9761	10005	10256	10512	10776	11045	11321	11604	11893	12191	12495	12807	13127	13455	13792	14137	14490	14852	15222
	Hourly	53.40	54.73	56.10	57.50	58.94	60.41	61.93	63.48	65.06	66.69	68.35	70.06	71.81	73.60	75.44	77.33	79.26	81.25	83.28	85.36	87.48
	Standby	3.74	3.83	3.93	4.03	4.13	4.23	4.34	4.44	4.55	4.67	4.78	4.90	5.03	5.15	5.28	5.41	5.55	5.69	5.83	5.97	6.12
85N1	Annual	114276	117132	120060	123072	126144	129312	132540	135852	139248	142716	146292	149940	153684	157524	161460	165504	169644	173880	178224	182664	187236
	Monthly	9523	9761	10005	10256	10512	10776	11045	11321	11604	11893	12191	12495	12807	13127	13455	13792	14137	14490	14852	15222	15603
	Hourly	54.73	56.10	57.50	58.94	60.41	61.93	63.48	65.06	66.69	68.35	70.06	71.81	73.60	75.44	77.33	79.26	81.25	83.28	85.36	87.48	89.67
	Standby	3.83	3.93	4.03	4.13	4.23	4.34	4.44	4.55	4.67	4.78	4.90	5.03	5.15	5.28	5.41	5.55	5.69	5.83	5.97	6.12	6.28
86N1	Annual	117132	120060	123072	126144	129312	132540	135852	139248	142716	146292	149940	153684	157524	161460	165504	169644	173880	178224	182664	187236	191928
	Monthly	9761	10005	10256	10512	10776	11045	11321	11604	11893	12191	12495	12807	13127	13455	13792	14137	14490	14852	15222	15603	15994
	Hourly	56.10	57.50	58.94	60.41	61.93	63.48	65.06	66.69	68.35	70.06	71.81	73.60	75.44	77.33	79.26	81.25	83.28	85.36	87.48	89.67	91.92
	Standby	3.93	4.03	4.13	4.23	4.34	4.44	4.55	4.67	4.78	4.90	5.03	5.15	5.28	5.41	5.55	5.69	5.83	5.97	6.12	6.28	6.43

APPENDIX D
STATEWIDE AND LOCAL UNION-MANAGEMENT COMMUNICATION COMMITTEES

*This Appendix has been modified by an **MOU** dated October 15, 2019.

1. Department of Social and Health Services
   A. Statewide Union-Management Communication Committees: One (1) committee for each of the following program areas:

      1. Home and Community Services and Residential Care Services (HCS and RCS)

      2. Developmental Disabilities Administration (DDA)

      3. Behavioral Health Administration (BHA)

   B. Local Union-Management Communication Committees: One (1) at each institution and by Appointing Authority in each region for Home and Community Services and for Residential Care Services.

2. Department of Health
   A. Statewide Union-Management Communication Committee: One (1) committee for the entire agency.

   B. Local Union-Management Communication Committees: None

3. Department of Children, Youth, and Families
   A. Statewide Union-Management Communication Committees: One (1) committee for Juvenile Rehabilitation (JR).

   B. Local Union-Management Communication Committees: None.

MEMORANDUM OF UNDERSTANDING (MOU)
BIDS FOR DIRECT CARE WARD AND FLOAT POOL POSITIONS

During negotiations of the 2019-2021 Collective Bargaining Agreement, the State of Washington (Employer) and SEIU 1199NW Healthcare (Union) agreed that bids for direct care ward based and float pool Registered Nurse 2 and Registered Nurse 3 positions, as referenced in Article 30.2 (B) (1), at Western State Hospital (WSH), Eastern State Hospital (ESH) and Child Study Treatment Center (CTSC) will be accomplished through a bid system as follows, effective July 1, 2019:

1. Position Definition

A position is defined as a particular combination of shift, days off and location.

2. Components of a Bid

Bids will indicate the nurse's choice of shift, days off and ward location. Each bid will remain active for a period of six (6) months from the date submitted by the nurse.

3. Submittal of Bids

A bid request should be submitted prior to the date a vacancy is considered to have occurred. Nurses may withdraw their bids, in writing, at any time prior to the referral. Bids will be awarded in accordance with Section 7 below.

4. Supplemental Requests for Bid

a. If a vacancy remains unfilled after the initial bid process, it will be posted for five (5) calendar days. Nurses who have not previously submitted for bid into that vacant position may submit a supplemental request for bid, provided the supplemental request for bid is submitted within the five (5) calendar day posting period. Nurses may withdraw their bids, in writing, at any time prior to the referral. Bids and supplemental requests for bid will be awarded in accordance with Section 7 below.

b. If a position remains unfilled after the Employer has exhausted the competitive recruitment process under Article 30.1, and the Employer intends to fill the position, a nurse may submit a supplemental bid request for that position. A nurse may ask about current, available vacancies. Bids and supplemental requests for bid will be awarded in accordance with Section 7 below.

5. New Positions or Reallocated Positions

When a new position is established or a vacant position is reallocated, the Employer will post the position for seven (7) calendar days if the combination of shift, days off and location does not currently exist. The agencies will use electronic and/or hard copy methods for notification.

6. Vacancy

For purposes of this Article, a vacancy occurs when:

a. A nurse notifies management, in writing, that they intend to vacate their position; or

b. Management notifies a nurse, in writing, that the nurse will be removed from their position.

c. A position that remains unfilled after the Employer has exhausted the competitive recruitment process under Article 30.1 and the Employer intends to fill the position.

7. Awarding a Bid

When a permanent vacancy occurs, the Employer will determine if any nurse has submitted a bid or a voluntary demotion request for the shift, days off, and location. Bids submitted under Section 3 above will have priority consideration over supplemental bids submitted under Section 4 above. Seniority will prevail provided the nurse has the skills and abilities necessary to perform the duties of the position. A nurse's bid request may be turned down if the nurse has documented attendance or performance problems. The nurse will begin working in the new position within forty-five (45) calendar days of being awarded the bid unless circumstances warrant otherwise.

8. Commitment Following an Award or Refusal of a Bid

a. When a nurse has been awarded a bid, the nurse will be prohibited from requesting other bids for a minimum of twelve (12) months. If a nurse refuses two (2) successive bid awards within a twelve (12) month period, the nurse will be prohibited from requesting other bids for a minimum of six (6) months.

b. The time period will begin on the first day the nurse is assigned the new shift, days off, and/or location. All other active bids the nurse has on file will be removed from the bid system.

Whenever there is need for a major change in residential settings, such as elimination of positions or major changes to shifts or assignments, the Union and the Employer may agree in writing to suspend the procedure described this article and allow impacted nurses to bid on available positions.

This MOU will expire on June 29, 2021.

For the SEIU 1199NW:		For the Employer:	
/s/	8/28/2018	/s/	8/28/2018
Jane Hopkins	Date	Susanna Fenner	Date

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
SEIU HEALTHCARE 1199NW AND THE
DEPARTMENT OF SOCIAL AND HEALTH SERVICES (DSHS) AT THE SPECIAL COMMITMENT CENTER (SCC) AND
THE OFFICE OF FINANCIAL MANAGEMENT (OFM)
SHIFT EXCHANGE—DEPARTMENT OF SOCIAL AND HEALTH SERVICES

As a result of the parties' MOU dated September 1, 2018 requiring the parties to identify challenges related to leave, attendance and overtime, the parties agree to the following terms addressing shift exchange, sick leave call-in, and inclement weather leave for SEIU 1199 represented nurses at the Special Commitment Center only.

Effective November 1, 2019, the following provisions will be available:

Shift Exchange MOU dated March 2, 2018-UPDATED

Effective July 1, 2019 overtime-eligible ~~shift~~ scheduled nurses ~~employees~~ employed at Western State Hospital, Eastern State Hospital, ~~and~~ in the Developmental Disabilities Administration, and at the Special Commitment Center who have the same job classification will be allowed to exchange full shifts for positions in which they are qualified in accordance with the following:

A. Requests for shift exchanges will be submitted seven (7) calendar days in advance of the exchange, when practical.

B. The requested shift exchange is voluntary, and is agreed to in writing by both employees, and approved in writing by the supervisor(s) for exchanges of no more than one (1) workweek.

C. Requests for consecutive shift exchanges in excess of one (1) workweek will be submitted to the appropriate appointing authority or designee for approval. If such a request is denied, the employee will be provided the reason(s) in writing for the denial.

D. Requested shift exchanges will be considered on a case-by-case basis.

E. Shift exchanges must occur within the same pay period. Shift exchanges will not result in the payment of overtime. Each employee will be considered to have worked their regular schedule.

F. For shift exchanges that occur on an employee's designated holiday, the employee who is regularly scheduled to work on that holiday will receive the holiday compensation, regardless of who physically worked on that day.

G. An employee will not receive shift premium pay under Article 10.13, Shift Premium for Registered Nurses and Related Classes, solely as a result of a shift exchange. Each

employee will be considered to have worked their regular scheduled work shift for purposes of shift premium pay.

H. The failure of an employee, who has exchanged shifts, to work the agreed upon shift without appropriate cause may be a basis for disciplinary action or suspension of the ability to exchange shifts in the future.

I. Registered Nurse 2s and Registered Nurse 3s may exchange shifts with employees in their same job classification, as long as the employees qualify to work in positions for which the employees are requesting shift exchange.

J. The shift exchange system will not be used to circumvent the bid system by significantly altering an employee's workweek or supervisory chain of command.

K. Denials of shift exchanges are not subject to the grievance procedure under Article 36 of the parties' collective bargaining agreement.

ARTICLE 17 – SICK LEAVE

Article 17.5 Sick Leave Reporting and Verification

A nurse must promptly notify their supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If the nurse is in a position where a relief replacement is necessary, the nurse shall make every effort to notify their supervisor or designated contact at least three (3) ~~two (2)~~ hours prior to their scheduled time to report to work (excluding leave taken for emergencies in accordance with the Domestic Violence Leave law). Nurses will complete a leave request form for any sick leave taken immediately upon their return to work. A nurse returning to work after any sick leave absence may be required to provide written certification from their health care provider when there is cause to suspect sick leave abuse; to assist agencies in protecting the nurses from returning to work too soon following an illness or injury; or to protect fellow employees or clients from contagious illness. A medical certificate must be required if the reason for the personal illness, as cited in Section 17.2 of this Article, continued for more than ten (10) continuous work days. Failure to provide a written medical certificate, when required, may result in the absence being treated as unauthorized leave without pay, which may be cause for disciplinary action.

ARTICLE 21 - INCLEMENT WEATHER AND NATURAL DISASTER LEAVE

Article 21.4 Nurses who report to work late will be allowed up to two (2) ~~one (1)~~ hours of paid time. Section 21.3 will apply to any additional late time.

This MOU will expire on June 29, 2021.

For the SEIU 1199NW:		For the Employer:	
/s/	~~3/2/18~~ 12/18/2019	/s/	~~2/28/18~~ 12/18/2019
~~Sandra VanderVen~~Jane Hopkins	Date	~~Susanna Fenner~~Gina Comeau	Date

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE STATE OF WASHINGTON
AND
SEIU HEALTHCARE 1199NW
WORK RELATED TRAVEL FOR NURSE CONSULTANTS

The parties agree that safe travel and safe return home for nurses are priorities. In order to further the parties' mutual understanding of the State Administrative and Accounting Manual (SAAM) and agency policies regarding travel for Nurse Consultants, the parties have agreed to place the following items on the Department of Health and the Department of Social and Health Services Home and Community Services and Residential Care Services Statewide Union Management Communication Committee agendas for discussion by October 31, 2018.

1. .SAAM Manual guidelines for travel including safe return home for nurses;

2. Equipment/ vehicles/ safety equipment in vehicles for winter travel;

3. Roadside assistance;

4. Motor pool guidelines;

5. Agency travel policy regarding overnight stays/ weather or traffic related; and

6. Ways to ensure safe travel and safe return home for nurses.

For the Employer		For the Union	
/s/	8/28/18	/s/	8/28/18
Susanna Fenner	Date	Jane Hopkins	Date

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
SEIU HEALTHCARE 1199NW AND THE
DEPARTMENT OF SOCIAL AND HEALTH SERVICES (DSHS) AND
THE OFFICE OF FINANCIAL MANAGEMENT (OFM)
LEAVE, ATTENDANCE AND OVERTIME WORK GROUP

Due to continuing challenges with staff coverage, unscheduled absences and overtime at DSHS 24/7 institutions, the Employer and the Union agree to form a Leave, Attendance and Overtime work group. Membership will consist of DSHS management from headquarters and the institutions, OFM/LRS as appropriate, SEIU 1199NW leadership or designee and a representative from each participating institution as selected by SEIU 1199NW. For institutions with greater than one-hundred (100) SEIU 1199NW represented nurses, the Union may select up to two (2) representatives. The first meeting will convene approximately October 2018.

The intent of the work group is to identify specific challenges at individual institutions related to leave, attendance and overtime, then collaborate on strategies and potential solutions to address the identified challenges. The goal while considering the above challenges is to embrace employee work/life balance and job satisfaction while successfully pursuing DSHS' mission, values and vision of optimally serving patients, clients, families and customers.

DSHS will assess and share data with this work group related to the below topics. As a starting point, the following work group focus areas are to be included, but not limited to:

- Review and update existing, or develop new, voluntary and mandatory overtime procedures at each 24/7 institution
- Review and update existing, or develop new, attendance policies for institutions and/or administrations
- Review the procedures for shift exchange as applicable in the parties' Shift Exchange Memorandum of Understanding for WSH and ESH and DDA
- Discuss compressed, part time and alternate work schedules
- Review current contract and policy language related to unauthorized leave. Look at best practices for development of supervisor guidance geared toward consistency of accountability

The above understanding will not supersede mandatory subjects notification per Article 24.

This MOU expires June 29, 2021.

For the Employer		For the Union	
/s/	9/11/18	/s/	9/11/18
Susanna Fenner	Date	Jane Hopkins	Date

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE STATE OF WASHINGTON
AND
SEIU HEALTHCARE 1199NW

DIVERSITY, EQUITY AND INCLUSION

The parties are committed to developing and maintaining a high performing public workforce that provides access, meaningful services, and improved outcomes for all citizens. The ever-increasing diversity of our population and workforce defines who we are as a people and drives the public's expectations of us as public servants. An important goal is to build work environments that are respectful, supportive and inclusive to everyone.

The Office of Financial Management will be engaged in an enterprise wide effort with state agencies to reassess training, policy compliancy, and data reporting toward the goal of creating a more respectful, diverse, equitable, and inclusive work environment. The Union can be a vital partner in reaching this goal. To that end, as agencies modify their policies to support this work, the Unions, whether through informal discussions at UMCC or LMC meetings, or through other more formal notice, will be provided an opportunity to review and give input on these changes before they are adopted by the agencies.

Nothing in this Memorandum of Understanding should be construed as a waiver of the rights and obligations of either party as it relates to mandatory subjects.

This Memorandum of Understanding is not subject to the grievance procedure.

This Memorandum of Understanding shall expire on June 29, 2021.

Dated: 8/28/18

For the Employer	For the Union
/s/	/s/
Susanna Fenner	Jane Hopkins

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE STATE OF WASHINGTON
AND
SEIU HEALTHCARE 1199NW

ARBITRATION FILING

During negotiations for the 2019-2021 Collective Bargaining Agreement, the parties agreed that:

For the term of the 2019-2021 CBA, all grievances filed to Arbitration in accordance with **Article 36 Grievance Procedure**, will be filed with the American Arbitration Association (AAA). The parties further agree that they will follow the Labor Arbitration Rules of AAA unless agreed otherwise in writing. The Employer will pay the difference between the Federal Mediation & Conciliation Services (FMCS) and AAA filing fees.

This Memorandum of Understanding will expire June 29, 2021.

For the Employer		For the Union	
/s/	8/17/18	/s/	8/17/18
Susanna Fenner	Date	Jane Hopkins	Date

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE STATE OF WASHINGTON
AND
SERVICE INTERNATIONAL UNION HEALTHCARE 1199NW

ARTICLE 3
UNION DUES DEDUCTION AND STATUS REPORTS

3.1 Union Dues Deduction and Cancellation

A. The Employer will inform new, transferred, promoted, or demoted nurses prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer shall furnish nurses appointed into bargaining unit positions with membership materials provided by the Union.

B. When a nurse provides written authorization to the Union~~Employer~~, the Union has the right to have deducted from the nurse's salary, an amount equal to the initiation fees or dues required to be a member of the Union. Upon receiving notice of the employee's authorization from the exclusive representative, the employer shall deduct from the employee's salary initiation fees or dues and remit the amounts to the Union.

C. A nurse may cancel their payroll deduction of dues or initiation fees by written notice to ~~the Employer and~~ the Union. Upon receiving notice of the cancelation from the Union, the Employer will end the payroll deduction no later than ~~The cancelation will become effective on~~ the second payroll after receipt of the notice.

3.2 Indemnification

The Union and nurses agree to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of compliance with this Article and any and all issues related to the deduction of dues and fees.

3.3 Nurse Status Report

A. On a pay period basis, the Employer will provide to the Union with a report in an electronic format of the following data, if maintained by the Employer, for all nurses in the bargaining units.

1. Personnel area code
2. Nurse's name
3. Nurse's personnel number
4. Dues deduction start and end date
5. Deduction amount and code

6. Mailing address

7. Job classification title

8. Employment percentage

9. Range and step

10. Gross salary

11. Appointment date and unbroken service date

12. Facility

13. Employment status

14. Personnel sub-code

15. Work phone number (if available)

16. Work e-mail address (if available)

B. On a pay period basis, the Employer will provide the Union with a report in an electronic format of the following data, if maintained by the Employer, for all nurses who have been appointed to, separated from, promoted or retired out of the bargaining units.

1. Personnel area code

2. Nurse's name

3. Nurse personnel number

4. Dues deduction start and end date

5. Deduction amount and code

6. Mailing address

7. Job classification title

8. Employment percentage

9. Gross salary

10. Appointment date and unbroken service dates

11. Range and step

12. Facility

13. Employment status

14. Personnel sub-code

15. Effective date of the action.

16. Work phone number (if available)

17. Work e-mail address (if available)

C. The Union shall maintain the confidentiality of all nurses' mailing addresses.

For the Employer		For the Union	
/s/	7/26/2019	/s/	7/12/2019
Gina L. Comeau	Date	Jane Hopkins	Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
SERVICE INTERNATIONAL UNION HEALTHCARE 1199NW

The parties agree to the following modifications of the 2019-2021 Tentative Agreement between the State of Washington and the SEIU 1199NW in order to effectuate the transfer of all funding, positions and resources from DSHS Juvenile Rehabilitation to the Department of Children, Youth, and Families pursuant to 2nd Engrossed 2nd Substitute House Bill 1661, effective July 1, 2019.

ARTICLE 5 - HOURS OF WORK

5.4 Telecommuting

The Department of Health, ~~and~~ the Department of Social and Health Services and the Department of Children, Youth, and Families agree to continue to abide by their agency policy on telework.

ARTICLE 10 – COMPENSATION

10.17 Preceptor Premium Pay

Experienced nurses in DSHS and DCYF who are proficient in their work may be assigned by the Employer to precept after successfully completing a preceptor workshop or equivalent documented training. Preceptors participate in the planning, organizing, knowledge and skill development, and assessment of one or more new or current employees. Precepting duties may include teaching, clinical supervision, role modeling, feedback and skill assessments (verbal or written) of new or current employees. Nurses assigned as preceptors per the above, will receive preceptor premium pay of one-dollar ($1.00) per hour when they are engaged in precepting duties.

10.26 Assault Benefits

The Employer will follow the provisions of RCW 72.01.045 and agency policy with respect to employees of the Department of Social and Health Services or the Department of Children, Youth, and Families who are victims of assault by residents, patients or juvenile offenders.

ARTICLE 23 - UNION MANAGEMENT COMMUNICATION COMMITTEES

23.2 Committees

A. Statewide Union-Management Communication Committees

Each committee will consist of up to six (6) Employer representatives and up to six (6) nurse representatives. In the Department of Children, Youth, and Families, statewide Union-Management Communication Committees will consist of up to

three (3) Employer representatives and up to three (3) nurse representatives. Additional paid staff of the Union and the Employer may attend. The Employer and the Union will be responsible for the selection of their own representatives.

B. Local Union-Management Communication Committees
Each committee will consist of up to five (5) Employer representatives and up to five (5) nurse representatives. Additional paid staff of the Union and the Employer may attend. The Employer and the Union will be responsible for the selection of their own representatives.

C. Recruitment and Retention Communication Committee
A Union-Management Recruitment and Retention Communication Committee will be established at the statewide level and will consist of representatives from the Department of Health, Department of Social and Health Services and the Union. The committee will consist of up to eight (8) employer representatives and up to eight (8) nurse representatives. Additional paid staff of the Union and the Employer may attend. The parties may agree to additional members. Nurses attending these meetings during their work time shall have no loss in pay. Attendance at meetings during nurses' non-work time will not be compensated for or considered as time worked. The Union is responsible for paying any travel or per diem expenses of nurse representatives. The committee will meet at least twice annually to discuss methods of improving recruitment and retention of qualified nurses.

23.3 Participation

C. All committee meetings shall be scheduled on mutually acceptable dates and times and at least quarterly~~.~~ for the Department of Health and the Department of Social and Health Services. For the Department of Children, Youth and Families, committee meetings will be scheduled twice per year at mutually acceptable dates and times.

APPENDIX ~~C~~D
STATEWIDE AND LOCAL UNION-MANAGEMENT COMMUNICATION COMMITTEES

1. Department of Social and Health Services

A. Statewide Union-Management Communication Committees: One (1) committee for each of the following program areas:

1. Home and Community Services and Residential Care Services (HCS and RCS)

2. Developmental Disabilities Administration (DDA)

~~3. Rehabilitation Administration (RA)~~

3.~~4.~~ Behavioral Health Administration (BHA)

3. Department of Children, Youth, and Families

A. Statewide Union-Management Communication Committees: One (1) committee for Juvenile Rehabilitation (JR).

B. Local Union-Management Communication Committees: None.

ARTICLE 28 – LAYOFF AND RECALL

28.6 Layoff Units

B. The layoff unit(s) for each agency covered by this Agreement are the following:

3. Department of Children, Youth, and Families

a. Positions in 24/7 Facilities: The institution in which a nurse's workstation is located will be the primary layoff unit. If no option is available within the institution, the unit expands to the county. If no options are available within the county layoff unit, the unit expands to the agency statewide.

ARTICLE 32 – DRUG AND ALCOHOL FREE WORKPLACE

32.5 The Departments of Social and Health Services, ~~and~~ Health, and the Department of Children, Youth, and Families have the right to develop and implement a policy on a drug and alcohol free workplace. Such policy will not include random or periodic testing of nurses, except as a condition of a return-to-work agreement. Neither the development nor the implementation of this policy will be subject to Article 24, Mandatory Subjects, of this Agreement.

For the Employer		For the Union	
/s/	7/26/2019	/s/	10/15/2019
Gina L. Comeau	Date	Jane Hopkins	Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON (EMPLOYER)
AND
SEIU HEALTHCARE 1199NW (UNION)

Temporary Layoff Opportunities through the Washington Employment Security Department ("ESD")'s SharedWork Program In Response to the Economic Impacts due in part to the COVID-19 Crisis

Due to the extraordinary circumstances created by the worldwide coronavirus pandemic, the Union and Employer agree on a non-precedent basis to the following:

Section 1 - Scope of application

The employer will use the process set out below to reduce the number of hours worked of bargaining unit employees through the following furlough program. A furlough is an unpaid leave from work.

Furloughed employees who participate in the ESD SharedWork Program up through July 25, 2020, (unless extended by the federal government) may qualify to receive additional unemployment assistance for each week they are in temporary layoff status and are receiving unemployment compensation. To assist employees who are subject to the temporary layoffs outlined in this MOU, the employer agrees to work with the Employment Security Department to arrange for educational guidance and assistance with the application process for the SharedWork program and assistance with applying for unemployment benefits for which they may be eligible.

Nothing in this agreement is intended to prevent employees from applying for other state or federal benefits for which they may qualify.

Section 2 – Employer-directed furloughs through July 25, 2020

The parties have a mutual interest in assuring sufficient staffing occurs for each impacted agency/facility. The employer will designate one (1) day per week to furlough eligible positions beginning no later than June 28, 2020 and continuing through July 25, 2020. This initial requirement for each eligible employee to be furloughed one (1) day per week will cease on July 25, 2020. The employee may request an alternative furlough day to be considered for approval by management.

Section 3 – Employer-directed furloughs from August 1, 2020 through November 30, 2020

Beginning August 1, 2020, DSHS and DOH may designate ongoing furloughs of one (1) day per month through November 30, 2020, for the group of employees identified above. Adjustments may be made based on budget outlook and other budget factors as they become known, and the State will satisfy their bargaining obligations where applicable.

The parties have a mutual interest in assuring sufficient staffing occurs for each impacted agency/facility. With this in mind, the employer will designate one (1) day per month to furlough eligible positions for each month August 2020 to November 2020. As an alternative to a designated

furlough day, nurses may submit a leave without pay (using the furlough leave code) request for an alternate furlough day for consideration by the Employer.

As of August 1, 2020, the employer may consider an employee's request to split the furloughs into 4-hour increments for full time staff, or the prorated equivalent for part time staff. A 4-hour reduction in work during a standard 40-hour week meets the 10% criteria for SharedWork program eligibility.

Section 4 – Employee Considerations

During the term of this MOU some employee performance measures may require consideration for an adjustment proportionate to the number of work days spent in temporary layoff status.

With this in mind, Employees' workload will be decreased to accommodate their furlough days. For example an employee will not be expected to do in 32 hours what they normally are expected to do in 40 hours. Per FLSA standards, overtime exempt employees whose work hours are reduced by furlough will become overtime eligible during the week they are reduced in hours. Any hours worked over 40 would be subject to overtime. In administering the assignment of Employer-directed furloughs the employer will strive to identify the largest employee pool possible in order to spread the burden of salary reductions over the widest population while also taking into consideration the operational and service delivery requirements of the agencies. The parties have a mutual commitment to patient and staff safety and thus the employer will ensure that sufficient staffing is in place to meet program needs when determining which employees are furloughed. The employer will make every attempt to not schedule an Agency nurse to fill in the absence of a nurse who is subject to furlough.

Nurses who have preapproved vacation, may have the vacation rescinded for the day they are subject to furlough. The remainder of their vacation would remain approved. A furlough day will not fall on a designated or observed holiday.. Alternate work schedules may be temporarily changed by the Employer during the furlough time up until July 31, 2020. Alternate work schedules will revert back to previous schedules after August 1, 2020.

The employer will provide the union the names of members who have been in furlough status for each pay period on an ongoing basis.

Section 5 – Accruals and Time of Service

The parties agree that CBA Article 28.5.D. applies to furloughed bargaining unit members. Temporary reduction of work hours will not affect an employee's periodic increment date and the employee will continue to accrue vacation and sick leave credits at their normal rate.

In addition, a temporary reduction of work hours will not affect an employee's months/years of service toward a higher vacation accrual rate, holiday accrual and compensation, or seniority for full time employees. In accordance with DRS requirements, as long as a nurse in PERS2 or PERS3 or PSERS receives compensation for at least 90 hours in a month, they will still earn a full retirement credit for the month. Nurses in PERS1 receiving compensation for at least 70 hours in a month will still earn a full retirement credit for the month.

Section 6 – Further Furloughs and Expiration

The parties agree that - should additional furloughs beyond the days set out above be required - the state shall provide notice in accordance with the Collective Bargaining Agreement of its intent to do so and will satisfy its bargaining obligations. In addition to the provisions outlined above, the parties agree to continued discussions on or after July 1, 2020 to identify options to address budget issues during the next biennium.

This Memorandum of Agreement expires November 30, 2020 or when the governor declares the financial impacts as a result of the COVID-19 State of Emergency at an end, whichever comes first, absent mutual agreement to extend its terms.

Dated: 06/25/2020

For the Employer:

/s/

Brenda Moen, Labor Negotiator
OFM/SHR/Labor Relations

For the Union:

/s/

Jane Hopkins, Exec Vice President
SEIU 1199NW

/s/

Amber Smith, Lead Organizer
SEIU 1199NW

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT (OFM) AND
THE DEPARTMENT OF HEALTH (DOH)
AND
SEIU HEALTHCARE 1199NW

Emergency/Disaster Operations Compensation

All nurses performing emergency/disaster duties when working full-time under a Level 2 or higher activation level designated by the State of Emergency Operations Center will be compensated as follows:

A. Nurses will be paid at one and one-half (1-1/2) times the sum of their regular hourly rate for those hours worked in excess of forty (40) hours in a workweek as a result of full-time work in support of a significant emergency, declared disaster, or Emergency Management Assistance Compact (EMAC) or other Mutual Aid activation/deployments as determined by the agency head or designee.

B. For those hours worked during the activation, one dollar ($1.00) is to be added to a nurses' regular rate in lieu of shift differential, split shift differential, and/or schedule change compensation.

C. Unless otherwise noted in writing, nurses will retain the assigned workweek, while supporting emergency/disaster operations. However, nurses' assigned work hours may be different from their regularly assigned work hours.

D. These provisions are limited to qualifying work performed in the Washington Emergency Operations Center, in a Joint Field Office, and work in direct support of EMAC or other Mutual Aid activations/deployments related to the COVID 19 outbreak.

This agreement will remain in effect through December 31, 2020, unless the parties agree to extend it.

Dated: August 14, 2020

For the Employer:	For the Union:
/s/	/s/
Brenda Moen, Labor Negotiator OFM/SHR/Labor Relations	Jane Hopkins, Exec Vice President SEIU 1199NW

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 1st day of July 2019.

For the Service Employees International Union Healthcare 1199NW:

/s/
Diane Sosne, RN, President

/s/
Jane Hopkins, Executive Vice President, Chief Negotiator

For the State of Washington:

/s/
Jay Inslee
Governor

/s/
Diane Lutz, Section Chief
OFM/SHR, Labor Relations Section

/s/
Susanna Fenner, Chief Negotiator
OFM/SHR, Labor Relations Section