

**University of Washington – Washington State Nurses Association (WSNA)**

**07/21/21 – 06/30/23 Collective Bargaining Agreement Summary**

*This summary is provided by the Employer in accordance with RCW 43.88.583. Please note that this is a summary only, and is not intended to be a substitute for reviewing the complete contract. This summary was drafted upon ratification, so please consult the main PDF contract on the LR website for the most up to date contract version.*

<b>Information Requested</b>	<b>Responsive Information</b>
The term of the agreement	July 1, 2021 – June 30, 2023
The bargaining units covered by the agreement by state agency	UW Medical Center – Montlake Registered Nurses
Base compensation	<u>Article 9 – Salaries/Pay Items</u> <u>Appendix I – Pay Tables</u>
Provisions for and rate of overtime pay	<u>Article 7.3 – Overtime</u>
Provisions for and rate of compensatory time	<u>Article 7.3.8 – Overtime</u>
Provisions for and rate of any other compensation including, but not limited to, shift premium pay, on-call pay, stand-by pay, assignment pay, special pay, or employer-provided housing or meals	<u>Article 10 – Premium Pay</u> <u>MOU – Voluntary Float Between Montlake and NW Campuses</u>
Provisions for and rate of pay for each paid leave provision	<u>Article 8 – Educational and Professional Development</u> <u>Article 9 – Salaries/Pay Items</u> <u>Article 10 – Premium Pay</u> <u>Article 12 – Holiday and Vacation Time Off</u> <u>Article 13 – Family Medical Leave Act and Parental Leave</u> <u>Article 14 – Washington Family Medical Leave Program</u> <u>Article 15 – Other Leaves of Absence</u>

Information Requested	Responsive Information
	<u>Article 16 – Sick Time Off</u>  <u>Article 23 – Worker’s Compensation Leave</u>
Provisions for and rate of pay for any cash out provisions for compensatory time or paid leave	<u>Article 12.5 – Vacation Time Off Cash Payment</u>  <u>Article 16.5 – Sick Time Off Cash Out</u>
Temporary layoff provision	N/A
Any impasse procedure subject to bargaining	N/A
Health care benefits provisions expressed as a percentage of cost or as a dollar amount, or in the case of contributions to a third-party benefit fund, the hourly contribution rate to the fund	<u>Article 27 – Insurance and Pension</u>
Any retirement benefit subject to bargaining, or in the case of contributions to a third-party benefit fund, the hourly contribution rate to the fund	N/A
For compensation or fringe benefits with an anticipated cost of fifty thousand dollars or more, a brief description of each component and its cost that comprises the amount funded by the legislature to implement in accordance with RCW 41.80.010(3)	N/A  This collective bargaining agreement was not submitted to the legislature for funding.
Number of bargaining unit members covered by the agreement (as of ratification)	Approximately 1,765
Content of any agency-specific supplemental agreements affecting (a) through (m) of this subsection	N/A
Any contract provisions that allow the contract to be reopened during the contract term	N/A

COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN  
BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON  
AND THE  
WASHINGTON STATE NURSES ASSOCIATION  
(UW Medical Center – Montlake Registered Nurses)

**TABLE OF CONTENTS**

PREAMBLE ..... 1

ARTICLE 1 – PURPOSE ..... 1

ARTICLE 2 – NON-DISCRIMINATION ..... 1

    2.1 Policy..... 1

    2.2 Sexual Harassment..... 1

    2.3 Ombudsman..... 1

    2.4 Complaints:..... 1

ARTICLE 3 – AFFIRMATIVE ACTION ..... 2

    3.1 Affirmative Action Program..... 2

    3.2 Affirmative Action Plan..... 2

ARTICLE 4 – RECOGNITION/EMPLOYER ..... 2

ARTICLE 5 – ASSOCIATION REPRESENTATIVES, DUES DEDUCTION, ACTIVITIES..... 2

    5.1 WSNA Membership..... 2

        5.1.1 Dues Deduction..... 2

        5.1.2 Revocation..... 2

        5.1.3 Indemnification..... 3

    5.2 Staff Representative..... 3

    5.3 WSNA Area Reps/Officers..... 3

    5.4 Rosters..... 3

    5.5 Contract Distribution..... 3

    5.6 Bulletin Boards..... 3

    5.7 Meeting Facilities..... 3

    5.8 Storage Space..... 3

    5.9 Orientation for New Nurses..... 4

ARTICLE 6 – BARGAINING UNIT CLASSES/DEFINITIONS..... 4

    6.1 Classes..... 4

    6.2 Full-Time Nurse..... 4

    6.3 Part-Time Nurse..... 4

    6.4 Per Diem Nurse..... 4

    6.5 Use of Agency Nurses..... 4

    6.6 Licensure..... 4

    6.7 Probationary Period..... 5

    6.8 New Graduate/Returning Nurse..... 5

ARTICLE 7 – HOURS OF WORK AND OVERTIME ..... 5

    7.1 Work Shift..... 5

7.1.1	Changes in Shift Length.....	5
7.2	Work Week/Period.....	6
7.3	Overtime.....	6
7.3.1	Advance Approval.....	6
7.3.2	Overtime Rate.....	6
7.3.3	40 Hours Within 7 Days.....	6
7.3.4	80 Hours Within 14 Days.....	7
7.3.5	160 Hours Within 28 Days.....	7
7.3.6	Double Time Premium.....	7
7.3.7	Time paid for but not worked.....	7
7.3.8	Compensatory Time Off.....	7
7.4	Work Schedule.....	7
7.5	Weekends.....	8
7.6	Shift Rotation.....	8
	Scheduling and Notice of Shift Rotation.....	8
	Limitations on Occurrence of Shift Rotation.....	8
7.7	Double Shifts.....	8
7.8	Work in Advance of Shift.....	9
7.9	Rest Between Shifts.....	9
7.10	Scheduling Extra Shifts.....	9
7.11	Rest Periods/Breaks.....	9
7.12	Flexible Staffing (Voluntary Time Off).....	9
ARTICLE 8 - EDUCATIONAL AND PROFESSIONAL DEVELOPMENT.....		10
8.1	Definition.....	10
8.2	In-service Education.....	10
8.3	Educational and Professional Leave.....	10
8.4	Education Support Funds.....	11
8.5	Tuition Exemption Program.....	12
ARTICLE 9 - SALARIES/PAY ITEMS.....		12
9.1	Wage Rates.....	12
9.2	Recognition for Past Experience.....	12
9.3	Changes in Market Conditions.....	12
ARTICLE 10 – PREMIUM PAY.....		13
10.1	Shift Premium.....	13
10.2	Charge Nurse Pay.....	13
10.2.1	Training for Charge Nurse Position.....	13

10.3	Stand-by Premium.....	13
10.4	Pre-scheduled Voluntary Overtime.....	14
10.5	Call Back.....	14
10.6	Temporary Assignment to a Higher Position.....	14
10.7	Preceptor Premium Pay.....	14
10.8	Float Premium.....	15
10.8.1	New Nurse Float Pay.....	15
10.9	Certification Premium.....	15
10.10	STAT Nurse Premium.....	15
10.11	Clinical Advisor.....	16
10.12	Parking.....	16
10.13	Weekend Premium.....	16
10.14	BSN Premium.....	16
10.15	MSN/MN Premium.....	16
ARTICLE 11 – EMPLOYMENT PRACTICES.....		16
11.1	Health and Safety.....	16
11.2	Personnel File.....	17
11.3	Liability Insurance.....	17
11.4	Performance Evaluations.....	18
11.5	Uniforms/Clothing Damage.....	18
11.6	Employee Assistance.....	18
11.7	Floating.....	18
11.8	Travel Pay.....	19
11.9	Employment Information.....	19
11.10	Staff Meetings and Unit Based Work Team Meetings.....	19
11.11	Staffing.....	19
11.12	Staffing Committee.....	20
11.13	Staffing Concerns.....	20
11.15	Clinical Advisor.....	21
11.16	Correction of Payroll Errors.....	21
11.17	Workplace Violence.....	21
ARTICLE 12 – HOLIDAY AND VACATION TIME OFF.....		21
12.1	Holidays.....	21
12.1.1	Personal Holiday.....	22
12.2	Vacation Time Off.....	22
12.3	Vacation Time Off—Use.....	23

12.4	Vacation Time Off - Accumulation-Excess. ....	24
12.5	Vacation Time Off - Cash Payment. ....	24
ARTICLE 13 – FAMILY MEDICAL LEAVE ACT AND PARENTAL LEAVE .....		25
13.1	Military Family Leave/ Caregiver. ....	25
13.2	Federal Family and Medical Leave Act. ....	25
13.8	Parental Leave. ....	26
ARTICLE 14 – WASHINGTON FAMILY MEDICAL LEAVE PROGRAM .....		27
ARTICLE 15 – OTHER LEAVES OF ABSENCE .....		27
15.1	Leave Procedure. ....	27
15.2.1	Disability Leave. ....	27
15.3	Military Leave With Pay. ....	28
15.3.1	Military Leave Without Pay. ....	29
15.4	Military Spouse Leave. ....	29
15.5	Educational Leave. ....	29
15.6	Leave of Absence Without Pay. ....	29
15.7	Leave of Absence-Duration. ....	30
15.8	Civil Duty Time Off. ....	30
15.9	Time-Off Service Date (Anniversary Date). ....	30
15.10	Progression Start Date. ....	30
15.11	Leave of Absence - Employee Rights. ....	30
15.12	Leave Due to Family Care Emergencies. ....	30
15.13	Extended Leaves. ....	31
15.14	Suspended Operation. ....	31
15.15	WSNA Leave. ....	32
15.16	Domestic Violence Leave. ....	33
15.17	Leave Without Pay for Reason of Faith or Conscience. ....	33
ARTICLE 16 – SICK TIME OFF .....		34
16.1	Sick Time Off—Accrual. ....	34
16.2	Family Members. ....	34
16.3	Sick Time Off—Use. ....	34
16.4	Bereavement Time Off. ....	35
16.5	Sick Time Off Cash Out. ....	35
16.6	Sick Time Off Donation. ....	36
16.7	Advance Notification. ....	36
16.8	Voluntary Employee Beneficiary Association (VEBA). ....	36
ARTICLE 17 – CONFERENCE COMMITTEE .....		36

17.1	Conference Committee.....	36
17.2	Professional Practice Council.....	36
ARTICLE 18 – EMPLOYEE FACILITIES.....		36
ARTICLE 19 – CORRECTIVE ACTION (PROGRESSIVE DISCIPLINE) DISMISSAL AND RESIGNATION.....		37
19.1	Verbal Counseling Session.....	37
19.2	Corrective Disciplinary Action/Dismissal Process.....	37
19.3	Representation.....	38
19.4	Grievability/Arbitrability.....	38
19.5	Resignation.....	38
ARTICLE 20 – GRIEVANCE PROCEDURE.....		38
20.1	Definition.....	38
20.2	Noninterference.....	39
20.3	Application of the Grievance Procedure.....	39
20.4	Area Representatives.....	39
20.5	Time Limits.....	39
20.6	Pay Status.....	39
20.7	Employee Representation.....	39
20.8	Procedure.....	39
ARTICLE 21 – SENIORITY, LAYOFF, AND REHIRE.....		40
21.1	Seniority.....	40
21.2	Layoff Definition.....	41
21.3	Clinical Cluster.....	41
21.4	Definition of Qualified.....	41
21.4.1	For Displacing A Less Senior Nurse.....	41
21.5	Prior to Layoff.....	41
21.6	Layoff Notification.....	42
21.7	Vacant Positions Within the Clinical Cluster.....	42
21.9	Rehire List.....	43
21.9.1	Prior to Referral from Rehire List.....	43
21.9.2	Referral from the Rehire List.....	43
21.9.3	Responding to Referral from Rehire List.....	43
21.9.4	Reemployment Trial Service Period.....	43
21.9.5	Removal from the Rehire List.....	44
21.9.6	Re-employment from the Rehire List.....	44
21.9.7	Rights While on Rehire List.....	44
21.9.8	Rehire List Nurses and Per Diem Work.....	44



21.10	Vacation – Laid off Nurses.....	44
21.11	Vacant Positions Outside Clinical Cluster.....	44
21.12	Re-employed Nurses.....	44
21.13	Retention of Benefits While on the Rehire List.....	45
ARTICLE 22 – POSTING, TRANSFER, PROMOTIONS, REALLOCATION.....		45
22.1	Posting.....	45
22.2	Internal Unit Transfer.....	45
22.3	Transfer To Another Unit.....	46
22.4	Promotions.....	46
22.5	Reallocation.....	46
22.6	Trial Service:.....	46
ARTICLE 23 – WORKER’S COMPENSATION LEAVE.....		46
23.2	Return to Work Program.....	46
ARTICLE 24 – MANAGEMENT RIGHTS AND RESPONSIBILITIES.....		47
ARTICLE 25 – PERFORMANCE OF DUTY.....		47
ARTICLE 26 – COMPLETE UNDERSTANDING.....		47
ARTICLE 27 – INSURANCE AND PENSION.....		47
27.6	Wellness.....	48
ARTICLE 28 – SAVINGS CLAUSE.....		48
ARTICLE 29 – COMPLETE AGREEMENT.....		49
ARTICLE 30 – REPRESENTED PER DIEM NURSES.....		49
30.1	Per Diem/Hourly Nurses.....	49
30.2	Represented Per Diem Registered Nurses.....	49
30.3	Definition.....	49
30.4	Hours of Work and Overtime.....	49
30.5	Compensation and Premium Pay.....	51
30.6	Holiday Pay.....	51
30.7	Ending Employment.....	52
30.8	Sick Time Off.....	52
30.9	Miscellaneous Leave.....	52
30.10	Other Provisions.....	52
ARTICLE 31 – DURATION OF AGREEMENT.....		53
APPENDIX I – PAY TABLES.....		54
APPENDIX II – CLINICAL CLUSTERS PERTAINING TO ARTICLE 21 - LAYOFF.....		55
APPENDIX III – INNOVATIVE WORK SCHEDULE AGREEMENT FORM.....		56
APPENDIX IV – UNION ROSTER REPORTS POST WORKDAY IMPLEMENTATION.....		57

UWMC-Montlake – WSNA  
2021 – 2023 Biennium

MOU: EMERGENCY DEPARTMENT MANDATORY STANDBY ..... 60

MOU: GROUND RULES GOVERNING NEGOTIATIONS FOR THE 2023 – 2025 AGREEMENT  
..... 61

MOU: MULTI-CAMPUS FLOATING DISCUSSIONS ..... 63

MOU: PARKING CITATIONS FOR NURSES WITH VALID UW PARKING PERMITS ..... 64

MOU: PREMIUMS AT UWMC – MONTLAKE ..... 65

MOU: PUBLIC RECORDS REQUESTS AND PRIVACY ..... 66

MOU: RELEASE TIME ..... 67

MOU: SALARY OVERPAYMENT RECOVERY ..... 69

MOU: STANDBY ..... 71

MOU: VOLUNTARY STANDBY IN THE PERINATAL DAILY AND NEONATAL ICU UNIT ..... 75

SIDE LETTER A – U-PASS ..... 76

SIGNATORIES ..... 77

## PREAMBLE

Pursuant to the Washington State Law, this Agreement is made by and between the Board of Regents of the University of Washington, hereinafter referred to as the "Employer" and Washington State Nurses Association, hereinafter referred to as the "WSNA" representing certain registered nurses employed by the University of Washington, hereinafter referred to as the "Employer" or the "UWMC – Montlake".

## ARTICLE 1 – PURPOSE

The purpose of this Agreement is to set forth certain terms and conditions of employment and to provide improved nursing care by promoting joint discussions and collaborative solutions to mutual interests.

## ARTICLE 2 – NON-DISCRIMINATION

- 2.1 Policy. The Employer and WSNA individually agree that they will not engage in any act or practice or pursue any policy which is discriminatory against any employee who may be a qualified disabled individual, status as a protected veteran (disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran), military status, or because of age, sex (except where sex or age is a bona fide occupational qualification), sexual orientation, gender identity or expression, genetic information, pregnancy, political affiliation, political belief, marital status, race, national origin, color, creed, religion, immigration status, citizenship, or membership or non-membership in a union. Unlawful harassment is included as a form of prohibited discrimination.
- 2.2 Sexual Harassment. Prohibited sex discrimination includes sexual harassment, defined as the use of one's authority or power, either explicitly or implicitly, to coerce another into unwelcome sexual relations or to punish another for their refusal, or as the creation of an intimidating, hostile or offensive working or educational environment through verbal or physical conduct of a sexual nature.
- 2.3 Ombudsman. Bargaining unit members may seek assistance from the University of Washington Office of the Ombud (<https://www.washington.edu/ombud/>).
- 2.4 Complaints:  
Nurses who feel they have been the subject of discrimination, harassment, or retaliation are encouraged to discuss such issues with their supervisor, administrator, or Human Resource Consultant for local resolution. The goal of local resolution is to address and resolve problems as quickly as possible and to stop any inappropriate behavior for which a UWMC – Montlake nurse is responsible.

A formal complaint may be filed with the University Complaint Investigation and Resolution Office (UCIRO). Nurses may also file discrimination, harassment or retaliation complaints with appropriate federal or state agencies or through the grievance process in accordance with Article 20 (Grievance Procedure) of this Agreement. In cases where a nurse files both a grievance and an internal complaint regarding the alleged discrimination, harassment or retaliation the grievance will be suspended, if the nurse and Employer agree, until the internal complaint process has been completed.

Retaliation against any individual who reports concerns regarding discrimination or harassment, or who cooperates with or participates in any investigation of allegations of discrimination, harassment, or retaliation is prohibited.

### **ARTICLE 3 – AFFIRMATIVE ACTION**

- 3.1 Affirmative Action Program. A tool designed to ensure equal opportunity through procedures and active good faith efforts to correct underutilization of qualified affected group members. It shall not mean any sort of quota system.
- 3.2 Affirmative Action Plan. Guidelines for development of affirmative action plans are established by the Department of Personnel, enumerated in the University of Washington Executive Order 31, which are consistent with requirements set forth by Executive Order 11246 and Affirmative Action Guidelines issued by the U.S. Departments of Labor and Justice.

### **ARTICLE 4 – RECOGNITION/EMPLOYER**

- 4.1 The Employer recognizes WSNA as the exclusive bargaining representative for all registered nurses whose classifications appear in Article 6 of this Agreement and are employed in the recognized bargaining unit.
- 4.2 The Employer is the Board of Regents of the University of Washington acting for the University of Washington Medical Center through its agents, administrators and supervisors as determined by the Board of Regents.

### **ARTICLE 5 – ASSOCIATION REPRESENTATIVES, DUES DEDUCTION, ACTIVITIES**

- 5.1 WSNA Membership. The Employer agrees to remain neutral with respect its nurses' decisions about union membership and payroll deduction. The Employer agrees to direct all communications from employees regarding union membership or payroll deduction to WSNA or this agreement.
  - 5.1.1 Dues Deduction. The Employer shall provide for payroll deduction of WSNA dues, which are uniformly applied to all members, upon written authorization by the individual nurse to WSNA, consistent with Administrative Policy Statement 43.2 dated May 1, 2002.  
<https://www.washington.edu/admin/rules/policies/APS/43.02.html>.
    - A. WSNA shall transmit to the Employer by the cut-off date, via a web based electronic reporting system, for each payroll period, the name and Employee ID number of nurses who have, since the previous payroll cut-off date, provided authorization for deduction of dues or have changed their authorization for deduction. The Employer will provide instructions and templates for the web based electronic reporting system and provide a calendar of required payroll cut-off dates.
  - 5.1.2 Revocation. The Employer shall honor the terms and conditions of each nurse's signed payroll deduction form. A nurse may revoke their authorization for payroll deduction of payments to WSNA by written notice to WSNA in accordance with

the terms and conditions of their signed authorization form. Each month the Employer's payroll office will transmit the total deducted amount of dues money to WSNA's office.

- 5.1.3 Indemnification. WSNA and each nurse authorizing the assignment of wages for the payment of WSNA dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deductions made from the wages of such nurses or for any action taken in compliance with this Article.
- 5.2 Staff Representative. After notifying Nursing Administration, WSNA's authorized staff representatives shall have access to the Employer's premises where nurses covered by this Agreement are working, excluding patient care areas, for the purpose of investigating grievances and contract compliance. Such visits shall not interfere with or disturb nurses in the performance of their work during working hours and shall not interfere with patient care.
- 5.3 WSNA Area Reps/Officers. The WSNA Local Unit officers and Unit Representatives shall be recognized by the Employer when notified in writing by WSNA. Unless otherwise agreed by the Employer, the investigation of grievances and other WSNA business shall be conducted only during nonworking times, and shall not interfere with the work of other nurses.
- 5.4 Rosters. The Employer shall provide the information contained in Appendix V entitled "Union Roster Reports Post Workday Implementation" in the manner specified in the Appendix.
- 5.5 Contract Distribution. The Employer shall provide a link to this agreement to each nurse in the bargaining unit.
- 5.6 Bulletin Boards. Bulletin boards in prominent locations shall be made available and designated for use by WSNA for the posting of notices and information pertaining to official business of WSNA and its local unit. In addition, a letter size (8 ½ X 11) space will be made available in the break room or lounge of every unit. If a unit does not have a break room or lounge the unit manager will identify a location. No material shall be posted without the signature of a recognized officer of the local unit. If it is established that adequate space is not available at a convenient location, WSNA may provide for and have installed an additional bulletin board at its own expense, provided the size and location of said bulletin board shall be mutually agreeable to WSNA Representative and the Employer.
- 5.7 Meeting Facilities. WSNA shall be permitted to use designated Employer facilities for meetings of the local unit, with or without WSNA staff present, provided sufficient advance notice is given to the Employer and space is available on the date requested. Such meetings shall be for professional purposes and shall be held during the nurses' own free time.
- 5.8 Storage Space. Secure storage space shall be made available for the use of the local unit for the storage of a rolling cart.

- 5.9 Orientation for New Nurses. Nursing Administration agrees to continue its past practices during departmental staff nurse orientation at the UWMC – Montlake of distributing the collective bargaining agreement. The Employer will provide proof of distribution to and receipt of the contract by all nurses hired into the bargaining unit. The Employer will provide such proof to WSNA upon the request of WSNA. There will be a thirty (30)-minute period designated for the local nurses, unit officer or nurse designee to introduce the new nurses to the collective bargaining agreement and to make available WSNA material. The time designated for the thirty (30)-minute introduction will be communicated to the local unit officer or designee in advance of the orientation.

At the time of the new employee orientation the nurse will be given information regarding all wages and benefits available to them, including their placement on the wage schedule. In addition, nurses will be given all information (including enrollment forms) as approved by the State Employees Benefits Board, concerning medical, dental, vision, accident and long-term disability insurances, the retirement plan, and Health Maintenance Organization alternatives. Other Nurses who are transferred or otherwise move into bargaining unit positions shall also be instructed to attend the WSNA orientation outlined above, unless they have already attended the WSNA orientation. In difficult scheduling situations, the parties may agree to a comparable, alternate WSNA orientation. The employer will provide to the WSNA Representative name and contact information for Nurses within seven (7) days of their transfer or move into the bargaining unit.

#### **ARTICLE 6 – BARGAINING UNIT CLASSES/DEFINITIONS**

- 6.1 Classes. Employment classes (Appendix I) utilized in the bargaining unit are as follows:
- 18895 Registered Nurse 2 (E S WSNA)  
18896 Registered Nurse 3 (E S WSNA)
- 6.2 Full-Time Nurse. A registered nurse who is classified staff at 1.0 FTE and is regularly scheduled on a forty (40) hour week in a seven (7) day period, or an eighty (80) hour week schedule in a fourteen (14) day period, or one hundred sixty (160) hours in a four (4) week period.
- 6.3 Part-Time Nurse. A registered nurse who is classified staff at .5 FTE but less than 1.0 FTE and is regularly scheduled to work a minimum of twenty (20) hours in a seven (7)-day, fourteen (14)-day, or four (4)-week period, or a minimum of forty (40) hours in a fourteen (14)-day period, or a minimum of eighty (80) hours in a four (4)-week period. Part-time nurses receive prorated salaries and benefits.
- 6.4 Per Diem Nurse. See Article 30 Represented Per Diem Nurses.
- 6.5 Use of Agency Nurses. It is the intent of the Employer to minimize the employment of agency nurses. The Employer will continue its efforts to recruit and retain a broad base of regular full-time and/or part-time classified nurses. Nursing Administration retains the flexibility to utilize Agency nurses to meet patient care needs.
- 6.6 Licensure. Nurses are expected to update and maintain current their licenses to practice nursing.

- 6.7 Probationary Period. The initial six (6) month period of employment following appointment to a position covered by this contract. Any paid or unpaid leave taken during the probationary period will extend the period for an amount of time equal to the leave. The Employer will notify any nurse subject to such an extension in writing of the extended end date of the nurse's probationary period. Nurses in probationary status will earn seniority from their initial date of hire but may not exercise seniority rights until completion of the probationary period. Probationary nurses are not eligible for layoff or rehire rights.

The Employer may reject a nurse during the probationary period. Probationary period rejections are not subject to the grievance procedure contained in this contract.

Nurses will be provided a documented evaluation approximately three (3) months into their probationary period. After successfully completing the probationary period, the nurse shall be considered permanent.

- 6.8 New Graduate/Returning Nurse. A registered nurse whose clinical experience after graduation is less than six (6) months, or a registered nurse who is returning to practice with no current clinical training or experience shall be assigned as a team member under the close and direct supervision of a qualified nurse and shall be responsible for the direct care of patients with increasing complexity as individual RN competency level increases. This status generally shall not exceed six (6) continuous months.

## **ARTICLE 7 – HOURS OF WORK AND OVERTIME**

- 7.1 Work Shift. The normal work shift shall consist of eight (8) hours work to be completed within eight and one-half (8 ½) consecutive hours, ten (10) hours to be completed within ten and one-half (10 ½) consecutive hours, or twelve (12) hours to be completed within twelve and one-half (12 ½) consecutive hours.

All work shifts shall include a thirty (30)-minute meal period to be taken on the nurse's own time if relieved of their duties during this period. Nurses required to remain on duty during their meal period shall be compensated for such time at the overtime rate of pay. The RN's timekeeping record shall contain a payroll code designated: Missed Meal Period. A missed meal period or rest break not documented in Kronos or the exception log by the nurse will be considered as taken for purposes of this section.

Except for circumstances allowed in 7.1.1, individual nurses regularly scheduled eight (8) hour shifts may not be scheduled for ten (10) or twelve (12) hours shifts on either a temporary or a permanent basis unless it is mutually agreeable to the individual nurse and manager involved and nurses regularly scheduled for ten (10) or twelve (12) hours shifts may not be scheduled for eight (8) hour shifts on either a temporary or permanent basis unless it is mutually agreeable to the individual nurse and manager involved.

When mutually agreeable to the supervisor and the nurse concerned the work shift may consist of shifts other than eight (8), ten (10) or twelve (12) hours.

- 7.1.1 Changes in Shift Length. The Employer will endeavor to assign nurses to shifts of their desired length and will attempt to restrict changing a nurse's shift length to those times when such change is mutually agreeable or is determined to be operationally necessary by the Employer. If the Employer initiates changes in

shift length that impact a substantial number of RNs, the Employer will provide at least sixty (60) days' notice to WSNA and the affected nurses. The Employer will be available to meet at least thirty (30) days before the intended change to meet and confer over the effects of the change.

The Employer agrees to affirmatively assist any individual RN affected by a change under 7.1.1 to find a comparable position to the RN's current position (same shift and shift length) if requested.

Nurses with greater than twenty (20) years seniority who are assigned to a unit which changes its length of shift by greater than two (2) hours are entitled to retain their shift length on the same unit. They may need to work at a different time of day to retain shift length. A nurse who accepts a transfer to another unit in this situation would retain full seniority.

The provisions of 7.1.1 will not be utilized to incrementally change the number of hours in a shift beyond two (2) hours.

7.2 Work Week/Period. A standard work week for a full-time nurse shall consist of forty hours (40) of work within seven (7) days, eighty hours (80) of work within fourteen (14) days. The Employer's standardized workweek is Monday through Sunday. A RN may also choose to work the innovative work period of one hundred sixty (160) hours within a four (4) week period. If a RN chooses to work the one hundred sixty (160) hours within a four (4) week period schedule, the RN will sign the form that is attached to Appendix IV. A standard work week/period for a part-time nurse shall be a pro-rated version of the full-time work week/period based on the nurse's FTE.

7.3 Overtime. Both the Employer and WSNA concur that overtime shall be minimized. The Employer will comply with applicable statutes, including the Washington State law restricting mandatory overtime for nurses. In case overtime is permitted by law, volunteers will be sought first.

Overtime will be considered in effect if eight (8) minutes or more are worked after the end of the scheduled shift and it will be calculated to the nearest quarter of an hour. For example, if eight (8) minutes are worked, overtime will be calculated to fifteen (15) minutes. If twenty-three (23) minutes are worked, overtime will be calculated to thirty (30) minutes, etc.

7.3.1 Advance Approval. Overtime work must be approved in advance by the Employer.

7.3.2 Overtime Rate. Overtime work shall be paid at the rate of one and one-half times the nurse's straight time hourly rate. The straight-time hourly rate of pay shall include shift differential.

7.3.3 40 Hours Within 7 Days. Nurses who work the full-time work week of forty (40) hours within seven (7) consecutive days shall be paid time and one-half (1½X) in excess of the nurse's standard shift in one (1) day (shift must be a minimum of eight (8) hours) and in excess of forty (40) hours in seven (7) consecutive days.



- 7.3.4 80 Hours Within 14 Days. RNs who agree to work eighty (80) hours in a fourteen (14)-day period shall be paid time and one-half (1½X) in excess of eight (8) hours per day and in excess of eighty (80) hours in fourteen (14) consecutive days.
- 7.3.5 160 Hours Within 28 Days. RNs who agree to work the work period of one hundred and sixty (160) hours of work within twenty eight (28) consecutive days shall be paid time and one-half (1½X) in excess of the nurse's standard shift in one (1) day (shift must be a minimum of eight (8) hours) and in excess of one hundred and sixty (160) hours of work within twenty eight (28) consecutive days.
- 7.3.6 Double Time Premium. Double time premium shall be paid for hours worked in excess of twelve (12) hours. The straight-time hourly rate of pay shall include shift differential.
- 7.3.7 Time paid for but not worked. Time paid for but not worked, with the exception of holiday and vacation time, shall not count towards the calculation of overtime.
- 7.3.8 Compensatory Time Off. The Employer retains the right to grant compensatory time in lieu of monetary payment if requested by the Nurse. Compensatory time shall be accrued hour for hour for straight time and one and one-half (1 ½) hours for overtime hours worked. No more than forty (40) hours of compensatory time may be accrued at a given time and the time off must be scheduled in accordance with Department guidelines. Use of compensatory time is requested by the Nurse and granted by the Employer at a mutually acceptable time. All premiums and differentials applicable to the work shall be included in the payment for compensatory time off. A nurse may, at any time, request payment for accrued compensatory time. The Employer pay-off date for compensatory time and holiday compensatory time is June 30. Accrued compensatory time may be retained by the RN or be transferred to the unit to which the RN is transferred or promoted with the concurrence of the Nurse Manager until such time as the annual payoff of compensatory time.
- 7.4 Work Schedule. The Employer shall determine and post work and on-call schedules covering a minimum of four (4) weeks, at least sixteen (16) days prior to the scheduled period of work. Posted work schedules including on-call assignments may be amended only by mutual agreement at any time between the supervisor and nurse concerned.
- 7.4.1 Nurses are encouraged to work together to create a schedule (this may include what are referred to as self-scheduling or pattern scheduling). Professionalism, flexibility and team work are key to a successful scheduling program. The goal is for nurses to work together to create a mutually acceptable schedule that meets the scheduling parameters as defined by the Nurse Manager. Departments will maintain procedures that define responsibilities and timeframes for each step within the scheduling process, clarify procedures for scheduling requests (e.g. trades, use of benefit time, professional leave, weekend coverage) and how scheduling conflicts are resolved. The Nurse Manager retains ultimate responsibility for schedule approval.
- 7.4.2 When mutually agreeable between the nurse manager or designee and the nurse concerned, nurses who request schedule changes may waive premium payments resulting from the requested schedule change. The Employer will not

initiate requests for nurses to agree to schedule changes and waive premium payments.

- 7.5 Weekends. The weekend shall be defined for first (day) and second (evening) shift personnel as Saturday and Sunday. For third (night) shift personnel, the weekend shall be defined as Friday night and Saturday night.

For staff who work alternative shifts and/or twelve (12) hour shifts, the shift will count as a weekend shift if the majority of the shift falls between 11pm Friday and 11pm Sunday.

The Employer will make a good faith effort to schedule all regular full and part-time nurses for two (2) weekends out of four (4) weekends in a schedule, not to exceed four (4) weekend shifts. If so desired, nurses can elect to work more than two (2) out of four (4) weekends. The employer may schedule a nurse to less than four (4) weekend shifts dependent on schedule needs.

Unscheduled weekend is defined as a shift that is in addition to the nurses posted scheduled shifts after the schedule is posted and when the nurse is performing direct nursing care. Nurses that agree to work unscheduled weekend shifts shall be paid at double time the regular rate of pay.

This section does not apply to scheduled standby shifts. Those are covered in MOU: Standby and paid per Article 10.3.

This section shall not apply to staff nurses who request more frequent weekend duty, who request weekend work on a continuous basis, or who trade single or double days on a weekend.

- 7.6 Shift Rotation. A scheduled shift rotation is a change of working hours in which a majority of working time occurs in a different shift. For purposes of this section, shifts are defined in section 10.1.

7.6.1 Scheduling and Notice of Shift Rotation. When the need for required shift rotation is identified prior to the date all schedule requests are due, the schedule deficits shall be posted so volunteers may be sought first. If no one volunteers prior to the date all schedule requests are due, the manager or designee will assign RNs to cover the deficit staffing in accordance with the unit guidelines for coverage. The manager or designee shall provide reasonable notice of the assigned shift rotation to the affected RN.

7.6.2 Limitations on Occurrence of Shift Rotation. The Employer will limit required shift changes to two (2) per twenty-eight (28)-day work schedule with at least fifteen (15) hours off between changes. For example, if an RN is on day shift and rotates to evening shift, this constitutes one of the two allowable shift rotations. When the RN returns to day shift, this constitutes the second of two (2) allowable shift rotations within the twenty-eight (28)-day work schedule.

- 7.7 Double Shifts. In the event double shifting is necessary, it will occur through mutual agreement between the nurse and supervision.

7.8 Work in Advance of Shift. When a nurse at the request of the Employer, reports for work in advance of the assigned shift, all hours worked prior to the scheduled shift shall be paid at one and one-half times (1 ½ X) the nurse's regular rate of pay.

7.9 Rest Between Shifts. Nurses who qualify for rest between shift premium will receive it for eight (8) hours.

Nurses will qualify to receive rest between shift premium if they do not receive eleven (11) hours rest between regularly scheduled shifts. This includes time worked from call back or standby situations.

Nurses who are called back to work, whether or not the nurse was on standby, will qualify for rest between shift premium if the work performed from standby or call back results in the nurse not receiving eleven (11) hours unbroken rest before the start of the nurse's next regularly scheduled shift.

7.10 Scheduling Extra Shifts. The Employer will give preference to classified staff over per diem nurses for open shifts that would not result in overtime. Such preference will be in context of the need to schedule per diems to maintain a viable per diem pool and for per diem nurses to remain competent and will be based on the needs of the individual unit.

7.11 Rest Periods/Breaks. Nurses in the bargaining unit shall be granted a fifteen (15)-minute rest period within each four (4)-hour period. Nurses working a twelve (12)-hour shift will receive three (3) rest periods. Each unit will establish guidelines to enable nurses to take their breaks. A nurse who does not receive a break is obligated to bring it to the attention of unit management immediately, or by the end of the shift. A missed rest break not documented in Kronos or the exception log by the nurse will be considered as taken for purposes of this section. See Memorandum of Understanding re: Rest Breaks incorporated herein.

7.12 Flexible Staffing (Voluntary Time Off). Nurses on regularly scheduled shifts may volunteer to use unpaid time off or accrued time off when the UWMC – Montlake's staffing exceeds clinical needs. Nurses may use either unpaid time off or accrued time off under these circumstances. The unit will seek volunteers in the following order:

- Regular nurses on overtime
- Agency nurses and travelers
- Per diem nurses, unless the per diem nurse must work to maintain competency
- Staff nurse volunteers

When seeking volunteers for time off the following guidelines will be followed:

- a) When nurses are called at home prior to a shift for voluntary time off it will be made clear that staying home on time off is voluntary.
- b) Nurses placed on standby for all or part of a shift and called to work will be compensated in accordance with Article 10.3. Every effort will be made to notify the RN that there is a lack of work as early as possible prior to the start of the shift.

Nurses may use paid or unpaid leave if they depart after a shift has started for voluntary time off related to patient volumes.

## **ARTICLE 8 - EDUCATIONAL AND PROFESSIONAL DEVELOPMENT**

- 8.1 Definition. The educational and professional leave program shall consist of two (2) components, in-service training and elective educational and professional leave. The Employer shall continue to provide in-service, including skills classes, and elective educational and professional leave opportunities to staff nurses. The program is designed to increase staff proficiency in nursing and to prepare nursing staff for greater responsibility. This recognizes the joint commitment of the Employer and staff nurses to the delivery of quality patient care as well as nurse interest in enhancing individual professional skills.
- 8.2 In-service Education. In-service education programs shall be instituted and maintained within UWMC - Montlake. The programs shall be made available to all nurses regardless of shift. These programs are to contribute toward staff development and toward the preparation of the nursing staff for greater proficiency and/or responsibility in nursing. To accomplish this, educational resources from both inside and outside UWMC - Montlake can be utilized.

Nurses in the bargaining unit shall be expected to participate in in-service education programs offered during working hours; coverage will be provided when necessary as determined by the Nurse Manager or designee. If a nurse is requested to attend an in-service program on off-duty time such time will be considered work time and paid accordingly. These programs shall be planned as feasible to meet CERP requirements for approval. Nurses shall be expected to incorporate new learning into job performance.

When mandatory training is held during the nurses' regularly scheduled work day and the nurse is assigned to attend, attendance shall be considered part of the nurses' normal work assignment.

- 8.3 Educational and Professional Leave. The Employer will grant a minimum of twenty-four (24) hours of educational professional leave within the fiscal year (currently July 1 – June 30) to nurses requesting such leave. Such leave may be used if staffing permits and shall be prorated for part-time nurses. For purposes of sections 8.3 and 8.4 only, .9 FTE and above shall be considered full time. In addition, nurses may be granted up to an additional sixteen (16) hours (pro-rated for part time) of education and professional leave at the nurse's regular rate of pay during the fiscal year. Such additional leave shall be subject to budgetary considerations, scheduling requirements, subject matter and approval by the employer.

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

- a) short-term conferences or programs for educational, leadership and professional growth and development in nursing;
- b) enhancement and expansion of clinical skills for RN positions at UWMC – Montlake;

- c) meetings and committee activities of the nurses' respective professional associations which are designed to develop and promote programs to improve the quality and availability of nursing service and health care;
- d) those in-service educational programs attended on a voluntary basis; and
- e) educational programs necessary to maintain licensure or certification.

In accordance with the unit's scheduling guidelines, requests for educational and professional leave shall be submitted and responded to in writing including the reason for any denial. Responses will be issued as soon as possible but no later than two weeks prior to the posting of the final schedule. Any prior year requests that were denied because of resource limitations will be taken into consideration in reviewing subsequent requests for educational/professional leave.

Educational and professional leave granted for on-line or other self-study (CEARP approved educational offering) will be determined retroactively. The nurse manager may approve either time off or straight time pay, exclusive of additional premiums. The number of hours shall not exceed the contact hours awarded by the accrediting body.

8.4 Education Support Funds. In support of the Employer's commitment to continuing professional nursing education and development, the Employer will establish continuing education funds to assist permanent nurses with continuing education expenses including but not limited to certification fees, re-certification fees, books, magazines, seminars, tuition for college courses, audio or video cassette courses, and conference registration. Such assistance will be subject to Nurse Manager's approval of the subject matter and the nurse's successful completion of the coursework.

8.4.1 The Employer will provide two hundred and fifty dollars (\$250.00) per bargaining unit nurse FTE at the beginning of each fiscal year. From the beginning of the fiscal year through the end of February of the following year, each nurse shall be guaranteed up to the two hundred and fifty dollars (\$250.00) (pro-rated for part-time nurses) to pay for continuing education expenses. Nurses who prior to the end of February, have a request approved for the use of guaranteed education support money after the end of February shall have that money set aside for such use and it will not be pooled as outlined below.

8.4.2 Effective March 1, the unspent portion of the two hundred and fifty dollars (\$250.00) per bargaining unit FTE shall be pooled on a UWMC - Montlake-wide basis. From March 1 through the end of the fiscal year (June 30), the fund shall be allocated on an equitable basis.

There shall be an annual maximum usage of five hundred dollars (\$500.00) per nurse, pro-rated for part-time nurses (which includes that portion of the two hundred and fifty dollars (\$250.00) per bargaining unit FTE used by the nurse). Nurses may request to be reimbursed for continuing education expenses incurred prior to March 1 that exceeded the nurses' guaranteed allocation.

If WSNA believes the appropriation of the pooled funds occurs in an unfair or unreasonable manner, it will be discussed in Conference Committee.

- 8.4.3 The Employer shall track, by Unit, the following:
- 1) The amount of educational funds requested;
  - 2) The number of education leave hours requested;
  - 3) The number of education leave hours granted;
  - 4) The amount of educational funds granted;

The Employer shall present the data from (1)–(4) above to the bargaining unit in Conference Committee on a semi-yearly basis.

- 8.5 Tuition Exemption Program. Nurses will be eligible to participate in the Employer's tuition exemption program in accordance with applicable law. Information about the program will be available at UWMC Human Resources Office.

## **ARTICLE 9 - SALARIES/PAY ITEMS**

- 9.1 Wage Rates. Nurses covered by this Agreement shall be paid in accordance with the wage schedule as shown in Appendix II.

The wage schedule in Appendix II reflects the following:

Effective July 1, 2021, each classification represented by WSNA will continue to be assigned to the same Pay Table and Salary Range as it was assigned on June 30, 2021. Effective July 1, 2021, each nurse will continue to be assigned to the same Salary Range and Step that they were assigned on June 30, 2021 unless otherwise agreed. Nurses who are paid above the maximum for their range on June 30, 2021 will continue to be paid above the maximum range on July 1, 2021 unless otherwise agreed.

- A. Effective July 1, 2021, all step values of table BJ range 02 will be increased by one percent (1%). This increase will be based upon the salary schedule in effect on June 30, 2021.
- B. Effective July 1, 2022, all step values of table BJ range 02 will be increased by an additional two percent (2%). This increase will be based upon the salary schedule in effect on June 30, 2022.
- C. Effective July 1, 2021, Table BJ, all step values of Range 02 will be increased by an additional five (5%) for recruitment and retention purposes.
- D. The RN 3 scale shall be amended to reflect eight percent (8%) above the RN 2 scale at each step of the wage scale throughout the life of this Agreement.

- 9.2 Recognition for Past Experience. All RNs hired during the term of this Agreement shall be given full credit (year for year) for continuous recent experience when placed on the wage scale. For the purpose of this section, continuous recent experience as a registered nurse shall be defined as clinical nursing experience in an accredited hospital or skilled nursing facility (including temporary employment with an employer) without a break in nursing experience that would reduce the level of nursing skills in the opinion of the Employer.

- 9.3 Changes in Market Conditions. If market conditions for RNs change such that the Employer determines that an upward adjustment in one or more economic areas is

essential to maintain competitiveness, WSNA will be given at least thirty (30) days' notice, in advance of the implementation date, to discuss the reason for the adjustment.

### **ARTICLE 10 – PREMIUM PAY**

- 10.1 Shift Premium. RNs assigned to work the second (3:00 pm - 11:00 pm) shift shall be paid a shift premium of two dollars and fifty cents (\$2.50) over the hourly contract rates of pay. RNs assigned to work the third shift (11:00 pm - 7:00 am) shall be paid a shift differential of four dollars and fifty cents (\$4.50) over the regular rate of pay. RNs shall be paid shift differential on second or third shift if the majority of hours are worked during the designated shift.

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

A RN who is on a paid leave of absence will receive the shift premium assigned to the RN's permanent schedule.

- 10.2 Charge Nurse Pay. A RN2 who is assigned in writing Charge Nurse responsibility by the Nurse Manager or designee for an organized unit for a period of one (1) or more hours shall receive Charge Nurse premium pay for all such hours worked. Charge nurse premium shall be two dollars and fifty cents (\$2.50) per hour. "Organized unit" shall be defined by the Employer.

Upon successful completion of the probationary period, all RNs shall be eligible to ask for training as charge nurse. If a nurse is not granted training, the nurse will receive a written explanation. The Charge Nurse will receive appropriate orientation prior to being assigned Charge Nurse responsibilities. (The content of such orientation for each unit shall be reviewed through the Joint Conference Committee.)

RNs regularly assigned to a specific unit and who are qualified to act in charge will be placed in charge before a nurse floated to that unit is placed in charge. RNs floating to a unit shall then be assigned charge only by mutual consent.

- 10.2.1 Training for Charge Nurse Position. The Employer will make a good faith effort to provide unit-based and house-wide charge nurse training prior to being assigned the role of charge nurse. The unit-based training shall include but is not limited to a written job description and disaster protocol for the specific unit. House-wide training shall also include disaster protocol for the entirety of UWMC – Montlake.
- 10.3 Stand-by Premium. Off-duty standby assignments shall be posted with regular schedules and determined in advance by supervision. Volunteers will be used for standby assignment when practicable. RNs placed on standby status off the UWMC – Montlake premises shall be compensated at the rate of four dollars and twenty five cents (\$4.25) per hour for the first thirty (30) hours. RNs shall receive six dollars and twenty-five cents (\$6.25) per hour for all standby hours of thirty-one (31) or more per pay period.

When called in from standby status, the nurse shall receive premium pay (time and one-half the nurse's regular rate) for a minimum work period of three (3) hours. If a nurse is called from stand by status to work within eight (8) hours of the nurse's next scheduled shift, the nurse will be permitted a minimum of the next eight (8) hours off duty. The nurse may use leave without pay or benefit time other than sick time off except where the use of sick time off is otherwise appropriate.

- 10.4 Pre-scheduled Voluntary Overtime. After the initial scheduled bid is incorporated and posted, the Employer may offer pre-scheduled voluntary overtime shifts to nurses, including per diems.

The shifts shall be compensated at the rate of time and one-half (1 ½ X) the regular rate of pay plus an additional two (2) hours of extra pay for the shift. The extra pay shall be compensated at the regular rate of pay. If the shift is cancelled at least one (1) hour prior to the start of the shift, the premium will not be paid. The nurse shall receive the premium pay (time and one-half (1 ½ X) the nurse's regular rate) for a minimum work period of three (3) hours. This pay is in addition to all compensation contained in the CBA except this compensation cannot be bundled with call back.

After the initial scheduled bid is incorporated and posted, the Employer may also offer extra shifts at straight time (up to 1.0s FTE).

- 10.5 Call Back. Any time actually worked in call back shall be compensated at the rate of time and one-half (1 ½ X) the regular rate of the nurse concerned. When called back, the nurse shall receive bonus pay and premium pay (time and one-half (1 ½ X) the nurse's regular rate) for a minimum work period of three (3) hours. When a scheduled work period nurse has left the institution grounds and is called to return to the work station outside of regularly scheduled hours to handle emergency situations which could not be anticipated, they shall receive two (2) hours' bonus pay plus time actually worked. The bonus pay shall be compensated at the regular rate; time worked shall be compensated at time and one-half (1 ½ X). Time worked immediately preceding the regular shift does not constitute call back, provided time worked does not exceed two (2) hours or notice of at least eight (8) hours has been given. A nurse on standby status called to return to the work-station does not qualify for call back pay as they received standby premium pursuant to Section 10.3 above.
- 10.6 Temporary Assignment to a Higher Position. Whenever a nurse is temporarily assigned in writing by the Employer to regularly perform the principal duties of a higher-level nursing position for a period of five (5) or more scheduled working days within the nurse's standard work period as specified in Article 7, Section 2, they shall be paid a temporary salary increase (TSI) of at least five percent (5%) over the present salary but not to exceed the maximum of the range for the higher classification. Said increase shall be paid beginning with the first day and to include the days working such assignment. Such assignments must be by mutual agreement.
- 10.7 Preceptor Premium Pay. An experienced RN2 who is assigned in writing by the Manager or designee as a Preceptor shall receive Preceptor Premium Pay at the rate of one dollar and fifty cents (\$1.50) per hour.

A Preceptor is defined as an experienced RN2 specifically responsible for planning, organizing and evaluating the new skill development of an employee according to the



unit's plan for orientation. They are responsible for specific, criteria based and goal directed education and training for a specific period. They function as a role model, teacher, evaluator and resource person.

Preceptor pay is generally not paid to RNs who, as stated in the job description, participate in the general orientation and teaching of health care professionals and personnel including, but not limited to RN's temporarily assigned as supplemental staff to the unit on a shift-by-shift basis, RN's orienting to the Charge Nurse role, and non-RN personnel.

10.8 Float Premium. The Employer recognizes a value to patient care when a registered nurse floats from one unit/clinic to another to meet staffing/patient care needs such as the additional RN staff required to meet the acuity of the patients of the unit, the census/volume and to cover vacations, unscheduled absences, and continuing education. Registered Nurses assigned to work outside the unit(s) for which they were hired as a part of that unit's matrix staff for a defined shift of at least four (4) hours will be compensated with a float premium of one dollar and fifty cents (\$1.50) per hour for every hour worked. Registered Nurses employed solely in the Resource Team/Float Pool (excluding Stat and PICC/Vascular Access Program registered nurses) will receive a float premium of four dollars (\$4.00) per hour for all hours.

10.8.1 New Nurse Float Pay. Registered Nurses hired after the effective date of this agreement who are new graduates shall not receive the float premium until they work independently clinically, or for one (1) year, whichever is earlier (for the purposes of this section, "new graduate" is defined as a nurse who has graduated in the past nine (9) months). For the purposes of this section, "independently clinically" is defined as the Registered Nurse being counted for the purpose of the staffing matrix.

10.9 Certification Premium. The Employer recognizes a value to patient care when RNs are certified in their area of specialty practice. Eligible registered nurse will be compensated by an hourly certification premium of one dollar and twenty-five cents (\$1.25) for all hours paid. All bargaining unit RNs who obtain and maintain a current, nationally recognized renewable certification in a specialty that is representative of the patient population to which they are primarily assigned, based upon management approved Nursing Specialty Certification List, will be eligible. Float RNs must be certified in a specialty to which they would reasonably be expected to consistently float to be eligible for the certification premium. Certified RNs will only be eligible for one (1) certification premium regardless of other certifications the nurse may have.

10.10 STAT Nurse Premium  
RN2s designated as STAT nurses will receive the four dollars (\$4.00) per hour STAT nurse premium for every hour worked as a STAT nurse and in addition, will receive the Charge nurse premium of two dollars and fifty cents (\$2.50) per hour for every hour worked as a STAT nurse.

RN3s designated as STAT nurses will receive the four dollars (\$4.00) per hour STAT nurse premium for every hour worked as a STAT nurse.

Extra-Corporeal Life Support (ECLS) Premium

RN2s designated as ECLS nurses will receive the four dollars (\$4.00) per hour ECLS nurse premium for every hour worked as an ECLS nurse and in addition, will receive the Charge nurse premium of two dollars and fifty cents (\$2.50) per hour for every hour worked as an ECLS nurse.

RN3s designated as ECLS nurses will receive the four dollars (\$4.00) per hour ECLS nurse premium for every hour worked as an ECLS nurse.

Resource Vascular Access Team (RVAT) Premium

RN2s and RN3s designated as members of the Resource Vascular Access Team (“RVAT”) will receive the four dollars (\$4.00) per hour RVAT premium for all hours worked.

- 10.11 Clinical Advisor. A RN assigned by the Nurse Manager to act as a Clinical Advisor as defined in section 11.13 will receive a premium of one dollar and fifty cents (\$1.50) per hour for all hours worked.
- 10.12 Parking. WSNA agrees that during the life of this Agreement, the Employer may apply changes in transportation policy, including adjusting parking and U-PASS fees and criteria for assigning parking spots, to the bargaining unit without the obligation to bargain with WSNA. The Conference Committee will meet and resolve the issues of nurses receiving parking tickets as a result of working overtime, as well as safe parking for on-call nurses coming in at off-hours. In addition, WSNA (by and through its designee) shall have a seat on the University of Washington Transportation Committee.
- 10.13 Weekend Premium. When an RN works a weekend as defined in section 7.5 they will receive a premium of four dollars (\$4.00) per hour.
- 10.14 BSN Premium. A RN who holds a BSN or higher degree in nursing shall receive one dollar (\$1.00) per hour premium pay.
- 10.15 MSN/MN Premium. A RN who attains a Master of Science in Nursing (MSN) or a Master of Nursing (MN) degree shall receive a one (1)-step pay increase with proof of the degree.

## **ARTICLE 11 – EMPLOYMENT PRACTICES**

### 11.1 Health and Safety.

- 1) Health Tests. The Employer shall bear the cost of and provide bargaining unit nurses with tuberculosis testing including chest x-rays where called for by state law, available on duty time at the UWMC – Montlake or other designated facility. All nurses in the bargaining unit shall be permitted, upon request, a throat culture, the cost of which shall be borne by the Employer.

When an RN feels at risk, the hepatitis B and C screen and hepatitis B vaccine, pre- and post-test HIV counseling and the HIV test will be offered at no cost with the approval of the Employee Health Nurse and the final determination by the Infection Control Committee. Shingles vaccines (for RNs sixty (60) years of age and over), DPT and Influenza vaccine will be offered to all RNs at no cost.

- 2) Policies. It is the Employer's intent to make reasonable and proper provisions for the maintenance of appropriate standards of health and safety within the workplace. The Employer shall comply with applicable Federal and State health and safety legislation and regulations and has designated the University's Environmental Health and Safety Department to advise and monitor compliance with such standards. Any RN shall have the right to file a report with Department of Labor and Industries.
  - 3) Working Conditions. All work shall be performed in conformity with applicable safety standards. Nurses are encouraged to immediately report any unsafe working conditions to their supervisor. No nurse shall be disciplined for reporting any condition nor be required to work or to operate equipment when they have reasonable grounds to believe such action would result in immediate danger to life or safety. On request, the Environmental Health and Safety Department shall review the concern and issue a decision. The RN may request that such determination be reviewed and finally resolved by Department of Labor and Industries.
  - 4) University Medical Center Health and Safety Advisory Committee. WSNA will designate one (1) bargaining unit member to serve on the Employer's Health and Safety Committee. The nurse will be granted release time to attend committee meetings. WSNA will encourage nurses covered by this Agreement to participate in and cooperate in the Committee.
  - 5) Required Items. When required by the Employer, protective devices, equipment and clothing will be furnished by the Employer and used by nurses.
  - 6) Inspections. Upon request, the Local Unit will designate an elected bargaining unit nurse to accompany Department of Labor and Industries' inspectors during workplace inspections. Paid release time shall be provided for such participation.
- 11.2 Personnel File. A nurse shall have access to their own personnel file for review in the office upon written request to Human Resources. The Employer may remove any documents in a probationary nurse's file that were obtained through assurances of confidentiality to a third party at the time of original appointment.

Upon request of a nurse who has achieved permanent status, the Employer or designee will remove pre-employment reference statements from the nurse's personnel file.

The nurse shall be sent a copy of any adverse material placed in the official or departmental file. Notes or files kept by nurse managers regarding staff shall not be shared with others unless shared with the RN first. Notes or files kept by nurse managers regarding staff shall not be kept more than three (3) years. The exception to the three (3) year limitation is for those situations in which the nurse was the subject of an investigation, allegation, or findings of sexual misconduct. In cases where there were no findings, the investigative file will not be part of the official personnel file. The nurse shall have the right to have placed in the file a statement of rebuttal or correction of information contained in the file within a reasonable period of time after the nurse becomes aware that the information is in the file.

- 11.3 Liability Insurance. The Employer shall provide appropriate liability insurance for all nurses in the bargaining unit and shall provide, upon request, a summary of the policy or statement of coverage.

- 11.4 Performance Evaluations. UWMC – Montlake management shall provide performance evaluations during the probationary period and thereafter annually in accordance with the Employer’s evaluation procedure. Further, it is the Employer’s intention to advise each nurse of the status of their work performance in accordance with appropriate standards of nursing practice as needed or through the performance evaluation mechanism.

A copy of the evaluation shall be given to the nurse. Performance evaluations will be removed from the department file three (3) years after the date of completion.

- 11.5 Uniforms/Clothing Damage. The Employer will reimburse nurses for personal uniforms or work clothing irreparably damaged or torn by patients. Such reimbursement shall be based on the estimated replacement value of the clothing damaged.

Prior to any decisions by a department head to change the policy on nurses’ uniforms, nurses in the department shall have an opportunity to consult with the department head regarding the policy. The department head will give serious consideration to the wishes of the nurses in making a decision.

- 11.6 Employee Assistance. The Employer and WSNA recognize that alcoholism and chemical dependency are chronic and treatable conditions. Efforts should be made to identify these conditions and prevent or minimize erosion in work performance. The Employer and WSNA will encourage and support nurse participation in appropriate programs including the UW Care Link Services through which nurses may seek confidential assistance in the resolution of chemical dependency or other problems that may impact job performance. UW Care Link Services may presently be reached at 1-866-598-3978.

No nurse’s job security will be placed in jeopardy as a result of seeking and following through with corrective treatment, counseling or advice providing that the nurse’s job performance meets supervisory expectations.

- 11.7 Floating. Nurses required to float within the UWMC – Montlake inpatient or outpatient settings will receive adequate orientation. Appropriate resources will be available as follows:

- a. Introduction to the charge nurse and/or nurse resource for the shift;
- b. Review of emergency procedures for that unit;
- c. Tour of the physical environment and location of supplies and equipment;
- d. Review of the patient assignment and unit routine.

Nurses shall not be required to perform new procedures without nursing supervision. Nurses shall seek supervisory guidance for those tasks or procedures for which they have not been trained. Nurses who encounter difficulties related to floating should report these to the appropriate Nurse Manager. There will be no adverse consequences for a nurse filing a concern.

The Nurse Manager (or designee) will seek volunteers among the nurses present on the unit before assigning nurses to float. Floating will be assigned on an equitable basis as determined by each unit. The Employer will make a good faith effort not to require a

nurse to float more than once per shift. Nurses assigned to float will receive a patient assignment taking into account the nurse's training and experience. When feasible, the Nursing Supervisor or designee will offer the Patient Care Unit(s) an option to recommend floating assignments for unit RNs before per diems are assigned. Attempts will be made to float RNs in designated clinical clusters.

Upon request, RNs with over twenty (20) years of continuous professional nursing service at UWMC – Montlake shall float only after all others when skill-mix permits.

- 11.8 Travel Pay. Any nurse required by the Employer to travel to a place of work other than their regular official duty station shall be reimbursed for travel costs if eligible, in accordance with the Administrative Policy Statement 70.2(<https://www.washington.edu/admin/rules/policies/APS/70.02.html>) .

- 11.9 Employment Information. A written form will be used to specify initial conditions of hiring (including number of hours to be worked, rate of pay, unit and shift). A copy of such form shall be given to the nurse.

Upon request to an immediate supervisor, nurses will be given written confirmation of a change in status or separation in accordance with the Employer's policy.

Upon request to the payroll office, records shall be readily available for nurses to determine their number of hours worked, rate of pay, and paid time off balances. If management makes a change that affects a nurse's paycheck, the nurse will be informed and a record of the change will be available to the nurse.

- 11.10 Staff Meetings and Unit Based Work Team Meetings. Staff meetings will take place on a regular basis, not less than quarterly. Minutes will be kept and filed on the unit for at least three (3) years. Any nurses required to attend these meetings will do so on paid time.

- 11.11 Staffing. The Employer is responsible for the development and implementation of all staffing plans for nursing in accordance with the requirements of RCW 70.41.420 et Seq. (Nurse Staffing Committee). The general staffing plan shall include the development and oversight of an annual patient care unit and shift-based nurse staffing plan. The general staffing plan is reviewed and modified as necessary, at least semi-annually in accordance with the law.

The Employer will provide adequate staffing to assure patient safety and the health of nurses. In addition, the Employer agrees to make a good faith effort to assure that:

- The Employer will provide staffing levels that enable nurses to receive rest and meal breaks, as well as to take accrued leave pursuant to section 12.2 herein.
- The Employer will not regularly assign nurses to care for more patients than anticipated by the staffing matrix and relevant safety requirements.

Although the content of staffing plans is not subject to the grievance procedure, the above commitments are subject to the grievance procedure. Unsafe working conditions related to staffing levels are subject to the grievance procedure.

11.12 Staffing Committee. The Nurse Staffing Committee will produce the annual nurse staffing plan. Primary responsibilities of the nurse staffing committee will include oversight of the annual patient care unit and shift-based nurse staffing plan based on the needs of the patients.

11.12.1 Each unit/clinic/work area of UWMC – Montlake will seek staff nurse input into the development and modification of their staffing plans. Staffing plans on each unit consider items including: patient acuity, patient activity (admissions, discharges and transfers), total patient days and daily census patterns unit census/volume, patient length of stay, patient transports, the use of patient restraints, level of RN training and experience, optimal number and training of support personnel and unit geography.

11.12.2 Day to day adjustments to the staffing plans are made based on the professional judgment of appropriate nursing personnel including the charge nurse and take into consideration the items listed above as they relate to current patient care needs.

11.12.3 The Employer shall post, in a public area on each patient care unit, the nurse staffing plan.

11.12.4 WSNA has the right to appoint up to three (3) RN WSNA members each January to serve an annual term as a member of the UWMC Staffing Committee. These members will be added to the committee in addition to the existing members.

11.12.5 Members from the UWMC Staffing Committee will report on progress and status at least quarterly at UWMC-WSNA Conference Committee.

11.13 Staffing Concerns. Nurses, individually or as a group, believing there is an immediate workload/staffing problem, should bring that problem to the attention of the supervisor or Nurse Manager as soon as the problem is identified, if possible. Nurses believing there is a continuous or potential workload/staffing problem, which may include the ability to receive rest periods and lunch breaks, should attempt to resolve the problem in discussions at the work unit level, if possible. If the situation is not remedied, nurses may file an Assignment Despite Objection (ADO) when safely able to do so. No nurse shall be retaliated against for filing an ADO.

11.13.1 In addition, a nurse may report to the staffing committee any variations where the nurse personnel assignment in a patient care unit is not in accordance with the adopted staffing plan and may make a complaint to the committee based on the variations.

Shift-to-shift adjustments required by the plan may be made by appropriate hospital personnel overseeing patient care operations. Nurses objecting to a shift-to-shift adjustment may submit a complaint to the staffing committee.

The staffing committee will examine and respond to complaints submitted to the committee and determine if a specific complaint is resolved or dismissed due to unsubstantiated data.

11.14 The Employer shall provide a report on the number of staff and travelers in each unit during Conference Committee each month.

- 11.15 Clinical Advisor. When the numbers of new graduate nurses on a specific unit comprise a reasonable portion of the unit's staff and those nurses have completed their formal preceptor period, the Nurse Managers and/or Charge Nurse will assess the situation and, as appropriate, appoint a Clinical Advisor to provide additional clinical support. To the extent possible, the patient load of the Clinical Advisor will be adjusted in consideration for the additional clinical support being provided. As a general rule, the Clinical Advisor will not be assigned charge duties.
- 11.16 Correction of Payroll Errors. Recognizing the importance of nurses receiving correct pay, the Employer intends to correct payroll errors as soon as possible after the error has been discovered.
- 11.17 Workplace Violence. The employer is committed to promoting a safe workplace that is free from violence or threats of violence. To promote a safe workplace, the Employer has established a Workplace Violence Prevention Committee which is tasked with the development, implementation and monitoring of the WPVP plan. The WPVP Committee monitors WPV trends and makes necessary recommendations such as training needs, WPV awareness and reporting mechanism/s. The employer agrees to allow one (1) RN selected by WSNA to participate in the Workplace Violence Prevention Committee. Such participation shall be on paid time.

## **ARTICLE 12 – HOLIDAY AND VACATION TIME OFF**

- 12.1 Holidays. Holidays for nurses in the bargaining unit shall be as designated by the Employer and approved by the State of Washington for classified employees of the University including UWMC – Montlake. The designated holidays are observed as shown on the Employer's staff holiday schedule:
1. New Year's Day
  2. Martin Luther King Jr.'s Birthday (3rd Mon Jan)
  3. President's Day (3rd Mon Feb)
  4. Memorial Day
  5. Independence Day
  6. Labor Day
  7. Veteran's Day
  8. Thanksgiving Day
  9. Native American Heritage Day
  10. Christmas Day
  11. Juneteenth
  12. Personal Holiday

The Employer may designate other days to be observed in lieu of the above holidays.

A Registered Nurse who is required to work a designated holiday or a portion thereof qualifies for holiday premium pay. When full-time nurses work on a designated holiday, they shall receive their regular eight hours of pay plus premium/differential pay at time and one-half (1 ½ X) for all hours worked on such holiday.

When nurses working less than a full-time schedule work on a designated holiday, they shall receive their regular holiday pay on the same pro rata basis that their monthly schedule bears to a full-time schedule, plus premium pay at time and one-half for all hours worked on such holiday.

The institution in lieu of monetary payment may grant holiday credit time off for full-time and part-time RNs. Holiday Compensatory time will be paid out annually on June 30. Holiday Compensatory time may be paid later with advanced approval from Human Resources.

The Employer-designated holiday schedule will apply to nurses normally having holidays off who are assigned to fixed Monday through Friday work patterns. If required to work on the designated holiday, holiday pay will apply to the shifts in which the majority of hours occur on the designated holiday.

Nurses who are assigned to other work patterns normally including holidays will receive holiday pay for the shifts on which the majority of hours occur on the actual holiday, e.g., Christmas is December 25; New Year's, January 1; Veteran's Day, November 11 regardless of the day of the week or designated Employer holiday.

Nurses must be in pay status for at least four (4) hours of their last scheduled work day preceding the holiday in order to be paid for the holiday. When the RN's unit can accommodate, the manager or designee may approve the use of voluntary unpaid time off for the partial shift without loss of the holiday benefit.

#### 12.1.1 Personal Holiday.

- 1) Each nurse may request one personal holiday each calendar year and the Manager must grant this day, provided:
  - a) The nurse has been continuously employed by the institution for more than four (4) months;
  - b) The nurse has made the request in accordance with the department scheduling guidelines; however, the nurse and the supervisor may agree upon an earlier date; and
  - c) The number of nurses selecting a particular day off does not prevent providing continued public service.
- 2) Entitlement to the holiday will not lapse when denied under (1)(c) above.
- 3) Full-time nurses shall receive eight (8) hours of regular holiday pay for the personal holiday. Any differences between the scheduled shift for the day and eight (8) hours may be adjusted by use of vacation time off, use or accumulation of compensatory time or holiday credit as appropriate, or unpaid time off.
- 4) Part-time classified nurses shall be entitled to the number of paid hours on a personal holiday that are pro-rated to their FTE.

12.2 Vacation Time Off. The vacation accrual schedule for nurses in the bargaining unit shall be as follows:



During	Paid Vacation Days
1 <sup>st</sup> year	12 days
2 <sup>nd</sup> year	13 days
3 <sup>rd</sup> year	14 days
4 <sup>th</sup> year	15 days
5 <sup>th</sup> year	16 days
6 <sup>th</sup> year	17 days
7 <sup>th</sup> year	18 days
8 <sup>th</sup> year	19 days
9 <sup>th</sup> year	20 days
10 <sup>th</sup> year	21 days
11 <sup>th</sup> year	22 days
12 <sup>th</sup> - 19 <sup>th</sup> year	23 days
20 <sup>th</sup> - 24 <sup>th</sup> year	24 days
25 <sup>th</sup> year or more	25 days

### 12.3 Vacation Time Off—Use.

- 1) All requests for vacation time off must be approved by the Employer in advance of the effective date unless used for emergency childcare as defined in section 15.12 of this Agreement.
- 2) Vacation time off shall be scheduled by the Employer at a time most convenient to the work of the department, the determination of which shall rest with the employing official. As far as possible, time off will be scheduled in accordance with the wishes of the nurse in any amount up to the total of their accrued time off balance.
- 3) Paid vacation time off may not be used in advance of its accrual.

Scheduling of vacations shall be the responsibility of supervision. When a vacation request is submitted eight (8) weeks or more in advance of schedule posting, that request shall be responded to within two (2) weeks of that request. Nurses shall not be required to secure their own coverage for any properly requested time off. Scheduled weekends during approved vacation periods shall not be rescheduled. However, schedules may be adjusted to meet unit needs. The department shall receive input from the local unit before making changes to established department policies on vacation leave. A signup sheet will be maintained for volunteers to cover vacation weekends. Such volunteers will be scheduled prior to requiring schedule adjustments and will be paid the appropriate weekend premium.

- 4) Peak Vacation Periods: Peak vacation periods for the purposes of RN scheduling are June 16 through September 15 and Thanksgiving through January 1.
  - a) From June 16 through September 15, vacations will be a maximum of two (2) calendar weeks, unless the clinical area or unit has a limit that exceeds two (2) calendar weeks or can accommodate more than two (2) calendar weeks. The

two (2) calendar weeks may be taken consecutively if the RN requests two (2) consecutive weeks.

- b) From Thanksgiving through January 1, vacations will be a maximum of one (1) calendar week and may be inclusive of one major holiday unless the clinical area or unit has a limit that exceeds one (1) calendar week or can accommodate more than one (1) calendar week.
- c) Peak Period Vacation Scheduling: Peak period vacation requests will follow the schedule below unless the clinical area or unit has an existing procedure for vacation requests and responses:
  - 1) June 16 through September 15 requests must be submitted in writing by February 1 and will be approved or denied in writing by February 28.
  - 2) Thanksgiving through January 1 vacation requests must be submitted in writing by July 1 and will be approved or denied in writing by July 31.

The time frames for submission of requests contained in (1) and (2) above do not preclude nurses from submitting requests after the deadline; however, late requests will be considered after those that are timely submitted in accordance with the unit's scheduling guidelines.

In the event multiple requests for the same period cannot be granted and cannot be resolved among the nurses involved, unit needs or seniority as calculated for transfer will be used as the determining factor.

#### 12.4 Vacation Time Off - Accumulation-Excess.

A RN may accumulate a vacation balance that normally shall not exceed two hundred forty (240) hours. A RN may elect to accrue in excess of two hundred forty (240) hours provided:

- 1) The excess accrued vacation time is used prior to the RN's anniversary date.
- 2) The nurse has received written approval of a plan from their manager and Human Resources to use the excess accrued vacation. It is the RN's responsibility to monitor and manage excess accrued vacation. If the approvals outlined above are not met, the RN will lose the accrued vacation in excess of two hundred forty (240) hours on their anniversary date.
- 3) If a RN's request for vacation time off is denied by the Employer, the maximum of two hundred forty (240) hours accrual shall be extended for each month that the vacation time off is denied.

#### 12.5 Vacation Time Off - Cash Payment. RNs who have completed six (6) continuous months of employment and who separate from service by resignation, layoff, dismissal, retirement or death are entitled to a lump sum cash payment for all unused vacation time off. Vacation time off payable under this section shall be computed at the RN's regular rate of pay and paid as prescribed by the Office of Financial Management. No contributions are to be made to the Department of Retirement systems for lump sum

payment of excess vacation time off accumulated, nor shall such payment be reported to the Department of Retirement Systems as compensation.

### **ARTICLE 13 – FAMILY MEDICAL LEAVE ACT AND PARENTAL LEAVE**

Leave Procedure. All leaves as delineated in Sections 13.1 through 13.8 below are to be requested from the Employer in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by Human Resources within thirty (30) days except as otherwise provided in this Article.

13.1 Military Family Leave/ Caregiver. As required by federal law, an RN who is the spouse, son, daughter, parent or next of kin of a covered veteran who is recovering from a serious illness or injury sustained in the line of duty while on active duty is entitled to twenty-six (26) weeks of leave in a single twelve (12)-month period to care for the service member, including all other types of FMLA leave.

Next of kin of a covered veteran is the nearest blood relative, other than the veteran's spouse, parent, son, or daughter in the following order of priority:

1. a blood relative who has been designated in writing by the service member as the next of kin for FMLA purposes
2. blood relative who has been granted legal custody of the service member
3. brothers and sisters
4. grandparents
5. aunts and uncles
6. first cousins

When the veteran designates in writing a blood relative as next of kin for FMLA purposes, that individual is deemed to be the veteran's only FMLA next of kin. When the veteran has not designated in writing a next of kin for FMLA purposes, and there are multiple family members with the same level of relationship to the veteran, all such family members are considered the veteran's next of kin and may take FMLA leave to provide care to the veteran.

13.2 Federal Family and Medical Leave Act.

Benefits provided through state laws and this contract shall not be diminished or withheld in complying with the Family and Medical Leave Act of 1993.

Consistent with the Federal Family and Medical Leave Act of 1993, a nurse who has worked for the state for at least twelve (12) months and for at least one thousand two hundred and fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) work weeks of leave per year for any combination of the following:

- a) parental leave to care for a newborn or newly placed adopted or foster child; or
- b) personal medical leave due to the nurse's own serious medical condition that requires the nurse's absence from work; or
- c) family medical leave to care for a family member who suffers from a serious medical condition that requires care or supervision by the nurse.

Family Member is defined as: the nurse's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sister, or brother. It also includes individuals in the following relationships with the nurse's spouse or domestic partner: child, parent, and grandparent. "Child" also includes any child residing in the nurse's home through foster care, legal guardianship or custody. Family members include those persons in a "step" relationship.

As required by federal law, nurses are entitled to up to twelve (12) weeks of leave because of any qualifying exigency arising out of the fact that the spouse, son, or daughter or parent is on active duty in the Armed Forces in support of a contingency operation.

- 13.3 The amount of family medical leave available to a nurse is determined by using a rolling twelve (12) month period. The rolling twelve (12) month period measures FMLA leave availability by "looking backward" from the date an nurse begins FMLA leave, adding up any FMLA leave used in the previous twelve (12) months, and subtracting that amount from the nurse's twelve (12) workweek FMLA leave entitlement. The remaining amount is available to the nurse.
- 13.4 The nurse shall use appropriate accrued paid time off (for example, sick time off, compensatory time, shared leave, personal holiday, holiday credit, vacation time off) before unpaid time off for absence is granted in accordance with the Family and Medical Leave Act unless it runs concurrently with Washington Paid Family and Medical Leave (PFML).
- A nurse may choose to retain up to eighty (80) hours of vacation or sick time off while on leave. Vacation and sick time off that have been requested and approved prior to the request for the use of FMLA will not be considered when requiring nurses to use leave during FMLA-covered leave. This does not apply during an absence covered by the Washington Paid Family and Medical Leave Program (PFML).
- 13.5 The University will continue the nurse's existing employer-paid health insurance benefits during the period of leave covered by FMLA. If necessary, due to continued personal medical or parental leave approved beyond the FMLA period, or if the nurse is not eligible for FMLA, the nurse may elect to use eight (8) hours of accrued applicable paid leave for continuation of employer paid health insurance benefits while on approved personal medical or parental leave.
- 13.6 FMLA leave may be taken intermittently or as part of a reduced work schedule when medically necessary.
- 13.7 Following absence granted for FMLA leave, the nurse shall return to the same or equivalent position held prior to the absence.
- 13.8 Parental Leave. Parental leave is defined as: up to four months of leave taken after the birth of a child to the nurse, spouse or domestic partner, or because of the placement of a child with the nurse or domestic partner through adoption or foster care. Parental leave may extend up to six (6) months, including time covered by the FMLA, during the first year after the child's birth or placement. Leave beyond the period covered by FMLA may

only be denied by the Employer due to operational necessity. Extensions beyond six (6) months may be approved by the Employer.

To be paid during Parental leave, the nurse must use accrued vacation time off, sick time off up to eighteen (18) weeks (720 hours), personal holiday, holiday credit, or compensatory time, the combination of which may be determined by the nurse. Nurses must use all applicable accrued time off prior to going on unpaid time off unless it runs concurrently with Washington Paid Family and Medical Leave (PFML).

## **ARTICLE 14 – WASHINGTON FAMILY MEDICAL LEAVE PROGRAM**

### Washington Family Medical Leave Program (PFML) effective January 1, 2020

The parties recognize that the Washington State Family and Medical Leave Program (RCW 50A.15) 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.

Under RCW 50A, employer provided healthcare benefits must be maintained during a PFML leave, so interspersing time off is not required provided the nurse qualifies for a reason under the federal FMLA. Under RCW 50A.15.060(2), the University has elected to offer supplemental benefits in the form of sick time off, vacation time off, personal holiday, holiday credit, holiday taken, or compensatory time off.

Nurses who request PFML benefits through the Employment Security Department must provide notice to the University as outlined under RCW 50A.35.010.

## **ARTICLE 15 – OTHER LEAVES OF ABSENCE**

15.1 Leave Procedure. All leaves as delineated in Sections 2 through 16 below are to be requested from the Employer in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by Human Resources within thirty (30) days except as otherwise provided in this Article.

### 15.2.1 Disability Leave.

- 1) Disability leave shall be granted for a reasonable period to a permanent nurse who is precluded from performing their job duties because of a disability (including those related to pregnancy or childbirth). Disability leave includes a serious health condition of the nurse as provided in the federal Family and Medical Leave Act of 1993. (FMLA) Leave for disability due to pregnancy or childbirth is in addition to twelve (12) weeks under the FMLA.
- 2) In any case in which the necessity for leave is foreseeable based on planned medical treatment, the nurse shall provide not less than thirty (30) days' notice, except that if the treatment requires leave to begin in less than thirty days, the nurse shall provide such notice as is practicable.

- 3) The disability and recovery period shall be as defined and certified by the nurse's licensed health care provider. The nurse shall provide, in a timely manner, a copy of such certification to the employer.
- 4) Certification provided under this section shall be sufficient if it states:
  - a) The date on which the condition commenced;
  - b) The probable duration of the condition;
  - c) The appropriate medical facts within the knowledge of the health care provider regarding the condition;
  - d) A statement that the nurse is unable to perform the essential functions of their position.
- 5) The employer may require, at its expense that the nurse obtain the opinion of a second health care provider designated or approved by the employer. The health care provider shall not be employed on a regular basis by the employer.
- 6) In any case in which the second opinion differs from the original certification, the employer may require, at its expense that the nurse obtain the opinion of a third health care provider designated or approved jointly by the employer and the nurse. The opinion of the third health care provider shall be final and binding.
- 7) The employer may require that the nurse obtain subsequent re-certifications on a reasonable basis.
- 8) Disability leave may be a combination of sick time off, vacation time off, personal holiday, holiday credit, compensatory time, and unpaid time off and shall be granted at the written request of the nurse. The combination and use of paid and unpaid time off during a disability leave shall be per the choice of the nurse.
- 9) The institution shall maintain health care coverage during disability leave granted here, in accordance with the requirements of the Public Employee's Benefits Board (PEBB), FMLA, and PFML. As specified in the FMLA and PFML, the institution may recover the premium for maintaining coverage during the period of unpaid disability leave if the nurse does not return to work.
- 10) If necessary due to continued disability, the nurse shall be allowed to use eight (8) hours of accrued paid time off per month for the duration of the leave, to provide for continuation of benefits as provided by the PEBB. The employer shall designate on which day of each month the eight (8) hours paid time off will be used.

### 15.3 Military Leave With Pay.

- 1) Nurses shall be entitled to military leave with pay not to exceed twenty-one (21) working days during each year, beginning October 1 and ending the following September 30, in order to report for active duty, when called, or to take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty in the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States or of any organized reserve or armed forces of the United States.

- 2) Such leave shall be in addition to any vacation and sick time off to which an nurse is entitled and shall not result in any reduction of benefits, performance ratings, privileges or pay.
- 3) During military leave with pay, the RN shall receive the RN's regular rate of pay.
- 4) Nurses required to appear during working hours for a physical examination to determine physical fitness for military service shall receive full pay for the time required to complete the examination.

15.3.1 Military Leave Without Pay. A Registered Nurse shall be entitled to military leave of absence without pay for service in the uniformed services of the United States or the state, and to reinstatement as provided in chapter 73.16 RCW. No adjustments shall be made to the seniority date, months of service toward their vacation accrual rate, progression start date and time off service date (anniversary date) while an nurse is on military leave.

15.4 Military Spouse Leave. Pursuant to state law, up to fifteen (15) business days of leave will be granted to a RN whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. A RN who takes leave under this section may elect to substitute any accrued leave to which s/he is entitled. RNs must provide notice to the Employer within five (5) business days of receiving notice of call or order to active duty or notice that the RN's spouse will be on leave from deployment.

15.5 Educational Leave. After six (6) months of continuous employment, permission may be granted for leave of absence without pay for up to one (1) year of study, without loss of accrued benefits.

A nurse shall not incur any reduction in pay when participating in an educational program at the request of the Employer.

15.6 Leave of Absence Without Pay.

- 1) Leave of absence without pay may be allowed for any of the following reasons:
  - a) Conditions applicable for leave with pay;
  - b) Disability leave;
  - c) Educational leave;
  - d) Leave for government service in the public interest;
  - e) Parental leave;
  - f) Child care emergencies;
  - g) To accommodate annual work schedules of nurses occupying cyclic year positions;
  - h) Serious health condition of an eligible nurse's child, spouse, domestic partner (same sex or opposite sex) or parent.
- 2) Requests for leave of absence without pay must be submitted in writing to the Employer and must receive the approval of both the employing official and the personnel officer.

- 3) Leave of absence without pay extends from the time a nurse's leave commences until they are scheduled to return to continuous service, unless at the nurse's request the employing official and the personnel officer agree to an earlier date.
  - 4) Vacation time off and sick time off credits will not accrue during a leave of absence without pay which exceeds eighty (80) hours in any calendar month, prorated for part-time employment.
- 15.7 Leave of Absence-Duration. Leave of absence without pay shall not exceed twelve months except for educational leave, which may be allowed for the duration of actual attendance, and leave for government service in the public interest. Leave of absence without pay may be extended for an additional twelve months upon signed request of the nurse and signed approval of the Nurse Manager or designee and Human Resources.
- 15.8 Civil Duty Time Off. Time off shall be granted nurses to serve on jury duty, as trial witnesses, or to exercise other subpoenaed civil duties. Nurses shall reimburse the institution for all compensation received for such civil duty, exclusive of expenses incurred.

The Nurse Manager or designee will consider the impact of jury duty on scheduling assignments of RNs on civil duty leave. If a nurse serves five (5) consecutive days of jury service (beginning Monday and ending Friday), then the nurse should not be required to work the following weekend and may substitute benefit time for weekend hours scheduled.

- 15.9 Time-Off Service Date (Anniversary Date). The most recent date of hire into state service.
- 15.10 Progression Start Date. The date upon which a RN is scheduled to move to a higher salary step within their range.

Use of paid time off shall not alter a nurse's compensation or status with the Employer.

Unpaid time off for a period of eighty (80) hours or less in a calendar month, prorated for part-time employment, shall not alter a nurse's progression start date.

When the use of unpaid time off during a leave of absence without pay exceeds eighty (80) hours in any calendar month, prorated for part-time employment, the progression start date will be extended by one month except where the leave of absence is the result of work-related injury or military service.

- 15.11 Leave of Absence - Employee Rights. Nurses returning from an authorized leave of absence within six (6) months shall be employed in the same position or in another position in the same class in the same geographical area and organizational unit, providing that such reemployment is not in conflict with rules relating to reduction in force.
- 15.12 Leave Due to Family Care Emergencies.

- 1) Absence due to family care emergencies as defined shall be charged to one of the following:



- a) Compensatory time off;
  - b) Vacation time off;
  - c) Sick time off;
  - d) Personal holiday;
  - e) Unpaid time off.
- 2) Use of any of the above time off type is dependent upon the nurse's eligibility to use such time off. Accrued compensatory time shall be used before any other time off is used.
  - 3) Use of vacation time off, sick time off, and unpaid time off for emergency family care is limited to six (6) days total per calendar year.
  - 4) The nurse upon returning from such time off shall designate in writing to which time off type the absence will be charged. For the purpose of this section, advance approval or written advance notice of time off use shall not be required.

There are two (2) types of family care emergencies:

- a. Child care emergency is defined as a situation causing an nurse's inability to report for or continue scheduled work because of emergency child care requirements ("child" as identified in section 15.2), such as unexpected absence of regular care provider, unexpected closure of child's school, or unexpected need to pick up child at school earlier than normal.
  - b. An elder care emergency occurs when you are unable to report for or continue scheduled work because of emergency elder care requirements such as the unexpected absence of a regular care provider or unexpected closure of an assisted living facility.
- 5) Accrued sick time off in excess of six (6) days may be used when the nurse's child's school or day care has been closed by a public official for any health-related reason.

15.13 Extended Leaves. In addition to other approved leave programs; there shall be an extended leave program at UWMC – Montlake. The program shall provide for three to five registered nurses to be eligible for a leave of absence not to exceed six (6) months following completion of four (4) years of unbroken service as an RN at UWMC – Montlake. Participants in the program shall use vacation, holiday or compensatory leave as a portion of the requested leave.

The Conference Committee shall participate in the development of criteria by which the program will be administered and evaluated for possible continuation.

15.14 Suspended Operation.

- 1) If the Chief Executive Officer of the institution determines that the public health or property or safety is jeopardized and it is advisable due to emergency conditions to suspend the operation of all or any portion of the institution, the following will govern regular nurses:
  - a) When prior notification has not been given, nurses released until further notice after reporting to work, shall receive a minimum of four (4) hours pay for the first

day. The following options shall be made available to affected nurses not required to work for the balance of the closure:

- i. Vacation time off, personal holiday; or
  - ii. Accrued compensatory time (where applicable) or holiday credit; or
  - iii. Unpaid time off; or
  - iv. Reasonable opportunity to make up work time lost as a result of the suspended operation as provided in subsection (1)(c).
- b) Nurses required to work shall receive their regular rate of pay for work performed during the period of suspended operation. Overtime worked during the closure will be compensated. The Employer may offer hazard pay.
- c) Nurses who lose regular work time as a result of suspended operation may request to work additional hours during the sixty (60)-day period immediately following the suspended operation. Compensation for such additional work shall be granted on a compensatory time basis at not less than straight time nor more than time and one-half (1 ½ X), and shall be part of the institution's suspended operations procedures. The amount of compensation earned under this section should not exceed the amount of salary lost by the nurse due to suspended operation.
- 2) Each institution/related board, together with the appropriate exclusive representative(s) shall develop and file with the director, subject to approval, a procedure to provide for staffing during periods of suspended operation. The procedure shall include identification of the manner in which nurses will be notified of suspended operation by the Chief Executive Officer.
- 3) The provisions of this rule may be utilized only when an institutional procedure has been approved by the director and an official declaration of suspended operation has been made by the Chief Executive Officer of the institution.
- 4) The provisions of this section and institutional procedures adopted hereunder may not be in effect in excess of fifteen (15) calendar days unless within the fifteen (15) days the personnel officer requests the director's or designee's approval of an extension. Such approval is subject to confirmation by the board.
- 5) Public Health Suspended Operations. Accrued sick leave may be used for the suspension of operations when the nurse's workplace has been closed by a public health official for any health related reason. If sick time off is not available to the nurse, the time off use and compensation provisions under 15.14(1)(a) apply.
- 15.15 WSNA Leave. Nurses who intend to absent themselves from work for the purpose of attending and participating in WSNA business functions or programs such as meetings, conventions, seminars, or in other meetings called by WSNA may do so under the following conditions:
- a. Use accrued vacation time off;
  - b. Take voluntary unpaid time off;
  - c. Use accrued holiday credit or personal holiday time;
  - d. Use accrued compensatory time.

WSNA and/or the nurse shall request approval from the affected nurse's immediate supervisor at least two (2) weeks prior to the planned absence for approval.

- 15.16 Domestic Violence Leave. Pursuant to RCW 49.76, if a RN or family member is a victim of domestic violence, sexual assault or stalking, the RN may take reasonable leave from work, intermittent leave or leave on a reduced leave schedule to take care of legal or law enforcement needs to ensure the RN's or family member's health and safety. In addition, leave may be taken by the RN to seek medical treatment, mental health counseling and social services assistance for the RN or the RN's family member.

For purposes of this section, "family member" includes a nurse's child, spouse, parent, parent-in-law, grandparent, domestic partner or a person who the nurse is dating. The RN must provide advance notice of the need for such leave, whenever possible and may be required to provide verification of need and familial relationship (e.g. a birth certificate, police report).

A RN may elect to use any combination of their accrued time off or unpaid time off. The Employer shall maintain health insurance coverage for the duration of the leave.

The Employer shall maintain the confidentiality of all information provided by the RN including the fact that the RN is a victim of domestic violence, sexual assault or stalking, and that the RN has requested leave.

- 15.17 Leave Without Pay for Reason of Faith or Conscience.

In accordance with RCW 1.16.050, nurses will have the option to take up to two (2) unpaid holidays per calendar year for a reason of faith or conscience, or for an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

To take unpaid time off under the statute, nurses must consult with their supervisor or administrator and use their unit's procedure for making advance leave requests. The nurse will need to inform their unit that the requested unpaid day(s) is for a reason of faith or conscience or for an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

The employer can only deny a nurse's requested day(s) off if the employer determines that the requested time off would impose an undue hardship on the employer, or the nurse's presence is necessary to maintain public safety. Undue hardship is defined in Washington Administrative Code (WAC) 82-56-020. Nurses may be asked to provide verification for their unpaid time off request.

Requests to use unpaid time off will follow normal departmental leave request processes.

**ARTICLE 16 – SICK TIME OFF****16.1 Sick Time Off—Accrual.**

- 1) Full-time RNs shall accrue eight hours of sick time off for each month of completed service. Paid sick time off may not be used in advance of accrual.
- 2) RNs working less than a full-time schedule shall accrue sick time off on the same pro-rata basis that their employment schedule bears to a full-time schedule.
- 3) Sick time off accrues at a rate of one (1) hour for every forty (40) hours worked when unpaid time off exceeds eighty (80) hours (prorated for part time) in any calendar month.

**16.2 Family Members.** The RN's spouse or domestic partner (any sex), child, parent, grandparent, grandchild, sibling. Family member also includes individuals in the following relationships with the RN's spouse or domestic partner: child, parent and grandparent. "Child" also includes a child of a legal guardian or de facto parent, regardless of age or dependency status and those to whom the nurse is "in loco parentis" or "de facto" parent as well as a child of a legal guardian or de facto parent. Parent and Parent-in-law also includes de facto parent, foster parent, stepparent, or legal guardian.

**16.3 Sick Time Off—Use.**

- 1) Sick time off shall be allowed an nurse under the following conditions:
  - a) Because of and during illness, disability or injury which has incapacitated the nurse from performing required duties.
  - b) By reason of exposure of the nurse to a contagious disease during such period as attendance on duty would jeopardize the health of fellow nurses or the public.
  - c) Because of emergencies caused by serious illness or injury of a family member fifteen years of age and over that require the presence of the nurse to provide immediate necessary care of the patient or to make arrangements for extended care. The Employer may authorize sick time off use as provided in this subsection for other than family members.
  - d) To care for a child, as defined under section 15.2 above, under the age of eighteen (18) with a health condition that requires treatment or supervision, or to make arrangements for extended care.
  - e) Because of illness or injury of a family member who is a person of disability and requires the nurse's presence to provide short-term care or to make arrangements for extended care.
  - f) To provide emergency child care for the nurse's child.
  - g) Because of a family member's death that requires the assistance of the nurse in making arrangements for interment of the deceased.

- h) For personal medical, dental, or optical appointments or for family members' appointments when the presence of the nurse is required, if arranged in advance with the employing official or designee.
  - 2) Sick time off may be granted for condolence or bereavement.
  - 3) In accordance with the Washington Family Care Act, RCW 49.12, RNs shall be allowed to use any or all of their choice of sick time off or other paid time off to care for their (a) child with a health condition that requires treatment or supervision or (b) spouse, parent, parent-in-law or grandparent who has a serious health condition or an emergency condition. Nurses shall not be disciplined or otherwise discriminated against because of the exercise of these rights.
  - 4) Sick Time Off Verification: The Employer will not require verification for absences of more than three (3) consecutive work days. Such verification or proof may be given to the supervisor/manager or Human Resources according to departmental policy.
  - 5) Any discrimination or retaliation against a nurse for lawful exercise of paid sick time off rights is not allowed. Corrective action may not be taken for the lawful use of paid sick time off.
- 16.4 Bereavement Time Off. Three (3) days of bereavement time off shall be granted for each death of a family member as defined in section 15.2, above.

Sick time off in addition to the three (3) days of bereavement time off may be used for the purpose of bereavement with the approval of the nurse manager.

16.5 Sick Time Off Cash Out.

- 1) Nurses shall be eligible to receive monetary compensation for accrued sick time off as follows:
  - a) In January of each year, and at no other time an nurse whose year-end sick time off balance exceeds four hundred and eighty (480) hours may choose to convert sick time off hours earned in the previous calendar year minus those used during the year to monetary compensation.
    - i. No sick time off hours may be converted which would reduce the calendar year-end balance below four hundred and eighty (480) hours.
    - ii. Monetary compensation for converted hours shall be paid at the rate of twenty-five percent (25%) and shall be based upon the nurse's current salary.
    - iii. All converted hours will be deducted from the nurse's sick time off balance.
  - b) Nurses who separate from state service due to retirement or death shall be compensated for their unused sick time off balance at the rate of twenty-five percent (25%). Compensation shall be based upon the nurse's salary at the time of separation. For the purpose of this subsection, retirement shall not include "vested out-of-service" nurses who leave funds on deposit with the retirement system.

- 2) Compensation for unused sick time off shall not be used in computing the retirement allowance; therefore no contributions are to be made to the retirement system for such payments, nor shall such payments be reported as compensation.
- 3) A nurse who separates from the classified service for any reason other than retirement or death shall not be paid for accrued sick time off.
- 16.6 Sick Time Off Donation. In accord with state law and Employer policy, RN's may donate sick time off to any nurse entitled to receive such donations under the University's Shared Leave Programs under APS 45.10 and 45.9.
- 16.7 Advance Notification. All nurses working any shift shall notify the Employer at least two hours in advance of the nurse's scheduled shift if unable to report for duty as scheduled.
- 16.8 Voluntary Employee Beneficiary Association (VEBA). RNs who retire from the University of Washington may participate in the University's VEBA program in accord with the terms and conditions of the program at the time of the RN's retirement. Such terms and conditions may be found on the HR website at: <https://hr.uw.edu/benefits/retirement-plans/nearing-retirement/veba-sick-leave-cash-out-at-retirement/>.

#### **ARTICLE 17 – CONFERENCE COMMITTEE**

- 17.1 Conference Committee. The Conference Committee shall meet at least quarterly. It shall consist of the three elected representatives of the nurses plus one clinical unit representative appointed by the nurse bargaining unit, and a WSNA staff member, and five representatives of the Employer to include the Chief Nursing Executive and/or designee and one member of the Employer's contract negotiating team. The purpose of the Conference Committee is to act in an advisory capacity to foster problem solving through communications between the Employer and nurses in the bargaining unit and deal with matters of nursing practice and general concern to the parties. Major organizational or policy changes in the nursing department that have a direct bearing on nursing practice or working conditions shall be an appropriate subject for discussion by the Conference Committee. Attendance at Conference Committee will be considered work time and will be paid at the regular rate of pay.

A general group "grievance" as defined in this Agreement coming before the Conference Committee which is not resolved by the parties may be submitted in accordance with Article 20 at Step Two of the Grievance Procedure.

- 17.2 Professional Practice Council. The Professional Practice Council discusses nursing practice within the UWMC – Montlake related to patient care and professional nurses' issues. The Council shall include at least one RN selected by WSNA. The council's activities are not subject to the contractual grievance procedures. All time spent by the WSNA designee will be considered work time and will be paid at the regular rate of pay.

#### **ARTICLE 18 – EMPLOYEE FACILITIES**

Employee Facilities. Restrooms, lockers, and attendant facilities shall be provided as required in the orders and regulations of the State of Washington Department of Labor and Industries. Facilities shall be made available for personal belongings.

## **ARTICLE 19 – CORRECTIVE ACTION (PROGRESSIVE DISCIPLINE) DISMISSAL AND RESIGNATION**

The parties will follow the “Corrective Disciplinary Action Process” outlined below. No RN shall be subject to the Corrective Action Process except for just cause. The principle of Corrective Action will be consistently applied. Consistent application offers the greatest opportunity for both the nurse and the Director/Manager to attempt to work out a satisfactory problem resolution. The process will be considered to incorporate the concept of progressive discipline while providing a positive method for improvement rather than punitive action. Within the context of consistent application of this Article, the Employer will determine the specific step at which the process begins based on the nature and severity of the problem.

- 19.1 Verbal Counseling Session. Prior to implementing the Corrective Disciplinary Action/Dismissal Process below, a supervisor and RN may have informal discussions over concerns which do not rise to the level of the formal Corrective Action/Dismissal process but which the supervisor feels the RN should be made aware of. The discussions may include suggestions for addressing those concerns.
- 19.2 Corrective Disciplinary Action/Dismissal Process. The University will make clear to the RN the specific step of the process being conducted. At all steps of the process the reason for the action will be discussed with the RN, the RN will be made aware of how the Nurse Manager learned of the problem and the RN will be given opportunity to respond.

Formal Disciplinary Counseling. - Formal Disciplinary Counseling will include drafting a written Formal Disciplinary Counseling action plan that will identify specific problem areas, performance objectives and suggestions for remedying the problem areas. The Formal Disciplinary Counseling action plan will also include timelines for the initiation and completion of actions to be taken by the RN and the Employer. The Formal Disciplinary Counseling meeting will be between the RN, a WSNA representative at the RN’s discretion, the Nurse Manager and a Human Resources Consultant. The primary role of the Nurse Manager will be to address the performance problem and the primary role of the Human Resource Consultant will be to guarantee that the meeting is conducted in conformance with due process and this contract.

Final Disciplinary Counseling. – Final Disciplinary Counseling will include individuals in the same capacity as those who attended the Formal Disciplinary Counseling. Final Disciplinary Counseling will include the drafting of a written Final Disciplinary Counseling action plan, which may be identical to or a revision of the Formal Disciplinary Counseling action plan. As part of the Final Disciplinary Counseling session, the Employer may approve a decision-making period of one (1) day of paid time away from the work site in order to give the RN an opportunity to consider the consequences of failure to follow the Final Disciplinary Counseling action plan. If the Employer provides a decision-making day, the RN will be given a list of expectations and problem statements prior to the day taking place.

Dismissal. – Prior to dismissal, a pre-determination meeting will be scheduled to give the RN an opportunity to make their case before the final decision is made. The RN has the right to be represented at the pre-determination meeting. Prior to dismissal, absent extraordinary circumstances (e.g. theft; workplace violence), the Employer shall give

written notice of the charges against the RN not less than five (5) days prior to the pre-determination meeting.

Demotion. – When mutually agreed, demotion to another position within the bargaining unit may be considered at any step of the Process.

### 19.3 Representation.

Investigatory Meetings. - A RN may request and be accompanied by a WSNA representative when a meeting is investigatory in nature and may reasonably be expected to result in Formal Disciplinary Counseling, Final Disciplinary Counseling or Dismissal. RN's will be advised of any scheduled investigatory meeting when Formal Disciplinary Counseling, Final Disciplinary Counseling or Dismissal is a potential outcome so the RN's may determine if they wish to have a WSNA Representative present at the investigatory meeting.

Formal Disciplinary Counseling, Final Disciplinary Counseling, Pre-determination Meetings. - RN's will also be notified orally or in writing that they may bring WSNA representation to Formal Disciplinary Counseling, Final Disciplinary Counseling and pre-determination meetings.

Attendance of WSNA representatives at investigatory meetings or at Formal Disciplinary Counseling, Final Disciplinary Counseling and pre-determination meetings will not delay the process unduly. RN's have a right to a meeting with management whenever the Corrective Action/Dismissal Process is being invoked.

Time spent by WSNA Representatives in Employer initiated meetings (i.e., investigatory meetings, formal and final disciplinary counseling, pre-determination meetings) shall be considered work time and will be paid at the regular rate of pay.

19.4 Grievability/Arbitrability. All steps of the Corrective/Disciplinary Process may be grieved. Final Disciplinary Counseling and Dismissal may be grieved through every step of the grievance procedure beginning at Step Three.

19.5 Resignation. Any RN may resign from service and shall make a good faith effort to give at least thirty (30) days' notice of resignation. RNs who submit their resignation in writing at least fourteen (14) calendar days in advance of the effective date may withdraw the resignation if notice of withdrawal is received in writing by the Employer within seventy-two (72) hours, excluding Sunday and holidays, from the date of the submission of the resignation. RNs who submit their resignation with fewer than fourteen (14) days' notice have no right to withdraw the resignation. The Employer may permit withdrawal of a resignation at any time.

## **ARTICLE 20 – GRIEVANCE PROCEDURE**

20.1 Definition. A grievance, within the meaning of this Agreement, shall be defined as any alleged misapplication or misinterpretation of the terms of this Agreement.

A grievant, within the meaning of this Agreement, shall be defined as an RN covered by this Agreement, who alleges a grievance, or WSNA alleging a grievance, under the terms and conditions of this Agreement.



- 20.2 Noninterference. Nurses shall be free from restraint, interference, coercion, discrimination or reprisal in seeking resolution of their grievance when processed in accordance with this procedure.
- 20.3 Application of the Grievance Procedure. This grievance procedure shall be available to all RNs in the bargaining unit subject to the following: Concerns regarding performance evaluations may be filed as a grievance and processed only through Step 3.
- 20.4 Area Representatives. The Employer recognizes the right of WSNA Local Unit Officers to designate area representatives who shall be authorized to take up nurse or group grievances through the grievance procedure.

A Local Unit Officer or an area representative who is a bargaining unit employee and is processing a grievance in accordance with the Grievance Procedure shall be permitted a reasonable time to assist in the resolution of legitimate employee grievances on the Employer's property without loss of pay. Such time off for processing grievances shall be granted by supervision following a request, but in consideration of any job responsibilities. If permission for time off cannot be immediately granted, the supervisor may arrange for time off at the earliest time off thereafter or the parties may arrange for another WSNA representative to assist in the grievance process.

The Employer will provide the bargaining unit up to sixty (60) hours of additional straight time pay per fiscal year (July 1 to June 30) to be shared among WSNA Representatives who engage in representational meetings during their non-scheduled hours. Cumulative hours used will be tracked by WSNA representatives and may be reviewed by the Conference Committee.

- 20.5 Time Limits. An extension of the time limitations, as stipulated in the respective steps below, may be obtained by mutual consent of the parties. Failure of the Employer to comply with the time limitations due to negligence shall establish the right of the grievant to process the grievance to the next step or to submit the grievance directly to Step 4. Failure of the nurse to comply with the time limitations due to negligence on their part shall constitute withdrawal of the grievance. A grievance may be withdrawn at any time, in writing to the Employer, by the grievant or WSNA representative. Withdrawal of a grievance shall close the matter, and it shall not be resubmitted.
- 20.6 Pay Status. The time that a single aggrieved nurse spends in a grievance meeting, grievance mediation, and/or arbitration will be considered work time and will be paid at the regular rate of pay.
- 20.7 Employee Representation. WSNA, as exclusive representative of bargaining unit nurses, is the responsible representative of said nurses in grievance matters.
- 20.8 Procedure. It is the desire of both the Employer and WSNA that grievances be adjusted informally whenever possible and at the lowest possible level of supervision. However, all grievances involving Final Disciplinary Counseling, Demotion, and Dismissal shall begin at the third step of the grievance process.

Step One. If any nurse has any claim or complaint, it is recommended that they first talk it over with the supervisor and, if necessary, with the Department Manager. The

grievance must be identified as such and presented to the Department Manager within thirty (30) calendar days from the date the nurse is aware that a grievance exists. The written grievance shall contain a complete description of the alleged grievance, the date it occurred, and what corrective action the grievant is requesting. The Manager will then meet with the grievant and, if the grievant chooses, a WSNA representative. Management shall respond to the grievance within fourteen (14) calendar days of presentation.

Step Two. If a satisfactory settlement is not reached within fourteen (14) calendar days following the date of presentation to supervision in Step One, and the grievant wishes to pursue the matter further, said grievance shall be put into writing. The written grievance shall contain a complete description of the alleged grievance, the date it occurred, and what corrective action the grievant is requesting. The grievance shall be given to the Nursing Director or equivalent within fourteen (14) calendar days after the decision at Step 1. The parties shall meet and attempt to resolve the grievance and the Nursing Director or equivalent will respond within fourteen (14) calendar days of the meeting. At this step WSNA or the nurse designee agree to cite the sections of the Agreement that allegedly have been violated.

Step Three. WSNA may submit the written grievance to the Chief Nursing Executive within fourteen (14) calendar days after the decision at Step 2. The third step meeting shall include the grievant, the representative, Chief Nursing Executive, or designee, and the Director of Labor Relations, or designee.

If the grievance is not resolved within fourteen (14) calendar days, the grievance may proceed to Step 4.

Step Four. Mediation – Within fourteen (14) calendar days after the Step Three response, either party may request mediation. If mediation is agreed to, the requesting party will contact the PERC for the assignment of a mediator.

Step Five. Arbitration - Within thirty (30) calendar days following a mediation impasse or a written declination of mediation, WSNA may submit the grievance to arbitration by submitting a written request to the Director of Labor Relations. If the parties fail to agree on an arbitrator, a list of a minimum of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the list until one name remains.

The arbitrator shall have no power to render a decision that adds to, subtracts from alters or modifies in any way the terms and conditions of the Agreement. The decision of the arbitrator shall be final and binding. The cost of the arbitration shall be borne equally and each party shall bear the full cost of presenting its own case. The arbitrator's decision will be made in writing and the arbitrator will be encouraged to render a decision within thirty (30) calendar days of the close of the arbitration.

## **ARTICLE 21 – SENIORITY, LAYOFF, AND REHIRE**

- 21.1 Seniority. Seniority shall be defined as continuous length of service from date of hire as a registered nurse in the bargaining unit. Part-time and full-time nurses shall accrue seniority at the same rate. In the event two (2) nurses are hired on the same day, relative seniority will be determined by the date the nurse formally accepted the position.

This definition of seniority applies to the entire Collective Bargaining Agreement except as it relates to Unit Seniority as defined in Article 22.

The Employer will maintain an electronic record of the date and time each nurse accepts a bargaining unit position. In the event a nurse covered by this contract accepts a permanent position at UWMC – Montlake that is not covered by this contract and subsequently returns to the bargaining unit, bargaining unit seniority shall be restored (bridged) and seniority accrual shall resume. Nurses who qualify to bridge seniority may not exercise their former seniority to obtain a bargaining unit position but may only exercise their former seniority after returning to the bargaining unit. Seniority shall not apply to a nurse until completion of the required probationary period. Upon satisfactory completion of the probationary period, the nurse shall be credited with seniority from most recent date of hire.

21.2 Layoff Definition. Layoff shall be defined as a reduction in the number of non-probationary nurses and/or a reduction to the FTE of nurses covered by this agreement that is intended to be permanent or prolonged.

21.3 Clinical Cluster. A clinical cluster is a grouping of units within a specialty area in which skills and abilities are similar in nature (see Appendix III).

21.4 Definition of Qualified

21.4.1 For Displacing A Less Senior Nurse. A qualified nurse is defined as a nurse who possesses the minimum qualifications, based on established criteria, of the position held by the nurse to be displaced, and is capable of performing the work needed at the level of a satisfactory non-probationary nurse within three (3) months of assuming the position.

21.4.2 For placement into a vacant position open to new graduate recruitment, a qualified nurse will be defined as a nurse who possesses the minimum qualifications and is capable of performing the work needed at the level of a satisfactory non-probationary nurse following an orientation period equal to the average orientation period provided to new graduates hired into that position. Nurses agreeing to accept a vacant position open to new graduate recruitment may have to work a schedule that would have been required of the new graduate for up to a period of one (1) year.

21.5 Prior to Layoff. Prior to implementing a layoff, the Employer, within the context of its determination as to the number of FTEs, shifts, and skill mix needed on the unit, will make a good faith effort to:

- a) Reduce overtime on the unit impacted;
- b) Reduce the use of agency and traveler nurses on the unit impacted;
- c) Reduce reliance on per diem nurses on the unit impacted;
- d) Seek volunteers on the unit impacted who are willing to be reassigned or reduce their FTE but not go below .5 FTE; and

- e) Freeze external hiring into vacant positions within the clinical cluster until the process in section 21.7 is completed.

21.6 Layoff Notification. If there are insufficient volunteers the least senior nurse(s) on the unit impacted will be identified for layoff. The employer will notify the nurse in the position to be eliminated and WSNA at least thirty (30) calendar days in advance of the date of the projected layoff. During the notice period the Employer will do the following in the order below.

21.7 Vacant Positions Within the Clinical Cluster.

- a) Before making vacant positions within a clinical cluster available to nurses identified for layoff, the Employer will post those positions in accordance with the Job Posting language of the contract. The Employer will identify and list all vacant positions within the clinical cluster that are .5FTE or higher that are available for nurses identified for layoff.
- b) In order of seniority, most senior nurse first, nurses identified for layoff who are qualified to perform the work needed in the vacant position(s) will be offered the choice of filling one of the positions listed provided the nurse is qualified (see section 21.4).
- c) If there is a vacant position available for a nurse identified for layoff that is within .2FTE of the nurse's FTE (but not below .5FTE) and is on the same shift the nurse must either take the vacant position, resign or go on the rehire list.
- d) A nurse who accepts a funded vacant position will have the option to resign within six (6) weeks after accepting the position to be placed on the rehire list. This employment option will count as one (1) of the two (2) offers of placement under section 21.9.5(c).
- e) If there is no vacant position available that is within .2FTE of the nurse's FTE (but not below .5FTE) and is on the same shift for a nurse identified for layoff the Employer will move to Displacing a Less Senior Nurse (section 21.8).

21.8 Displacing a Least Senior Nurse. RN 3s will have the option of displacing RN 2s in accordance with this section. RN 2s may only displace RN 2s.

Nurses identified for layoff who have an opportunity to displace a less senior nurse will be given up to one week to choose between displacing the less senior nurse or being laid off and placed on the rehire list.

- a) The opportunity to replace the least senior nurse in the affected job class within the nurse's unit and in an FTE status within .2 FTE (but not below .5 FTE);
- b) The opportunity to replace the least senior nurse in their clinical cluster (see Appendix III) and in an FTE status within .2 FTE (but not below .5 FTE);
- c) When an RN 3 has more seniority according to section 21.1, the RN 3 will have the opportunity to replace the least senior RN 2, within the same unit and within .2 FTE (but not below .5 FTE).

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

21.9 Rehire List. The rehire list is defined as the list on which a nurse who is laid off is placed after it is determined that:

- a) There are no vacant positions available or there are no vacant positions available for which the nurse is qualified and option (c) below is not available;
- b) There is a vacant position(s) available within .2FTE (but not below .5FTE) and on the same shift as the position the nurse held for which the nurse is qualified but the nurse has chosen not to fill the position;
- c) Option (b) is not available and the nurse has chosen not to displace a less senior nurse in the clinical cluster.

21.9.1 Prior to Referral from Rehire List. Prior to offering reemployment to nurses on the rehire list, the Employer will post vacant positions according to the job posting provisions of this contract. Nurses on the rehire list may apply for posted vacant positions. Nurses laid off in accordance with this Article will be placed on a rehire list for twenty-four (24) months from the date of layoff.

21.9.2 Referral from the Rehire List. Nurses on the rehire list will be offered re-employment in reverse order of seniority when vacant positions remain unfilled after having been posted in accordance with the job posting provisions of this contract. A nurse on the rehire list will be offered reemployment to vacant positions prior to the Employer offering the positions to non-bargaining unit members when:

- a) The FTE of the vacant position is equal to or less than the nurse's FTE status at the time of layoff;
- b) The nurse, in accordance with 21.4 above, is qualified to perform the work needed in the position;
- c) RN 2s will be eligible for rehire into RN 2 positions; RN 3s will be eligible for rehire into RN 3 and RN 2 positions.

21.9.3 Responding to Referral from Rehire List. A nurse offered reemployment from the rehire list shall be given up to one (1) week to determine if they want the position and, if accepted, up to an additional week to report to work.

21.9.4 Reemployment Trial Service Period. Nurses reemployed from the rehire list will serve a three (3) month rehire trial service period. During this period either party, at its sole discretion and without resort to the grievance procedure, may initiate return to the rehire list. Time spent in a rehire trial period will not count toward the twenty-four (24) month rehire list period. The three (3) month rehire trial period will be adjusted to reflect any paid or unpaid leave taken during the period.

- 21.9.5 Removal from the Rehire List. A nurse will be removed from the rehire list when any one of the following occurs:
- a) The nurse has been on the list for twenty-four (24) months and has not been reemployed;
  - b) The nurse has been successfully reemployed either from the rehire list or as a result of the nurse independently applying for and being selected for a position;
  - c) The nurse has refused two (2) opportunities for reemployment from the rehire list for a position equal to the nurse's FTE status at the time of layoff;
  - d) The nurse has been placed two (2) times from the rehire list and has failed to complete the rehire trial service period.
- 21.9.6 Re-employment from the Rehire List. A nurse who is reemployed either from the rehire list or as a result of independently applying for and being selected for a position while being on the rehire list, will regain the seniority earned at the time of layoff.
- 21.9.7 Rights While on Rehire List. A nurse on the rehire list shall be eligible to participate in the Employer's in-service programs and other Employer training programs on a space available basis and on the nurse's own time.
- 21.9.8 Rehire List Nurses and Per Diem Work. A nurse on the rehire list shall be given preference for per diem work. Acceptance of such work will not affect the nurse's rehire rights. Preference shall be handled in accordance with the following:
- a) The nurse must specifically request the work in advance and must follow all Employer policies and procedures regarding per diem work.
  - b) Nurses on the rehire list who meet the requirements of (a) above and the requirements of the position will have preference for per diem work assignments when the schedules are developed.
- 21.10 Vacation – Laid off Nurses. Nurses who have been laid off will be entitled to be paid for all accrued and unused vacation time off at the time of layoff.
- 21.11 Vacant Positions Outside Clinical Cluster. Nurses identified for layoff will also be informed of vacant positions not in the clinical cluster in which the nurse identified for layoff worked. If a nurse expresses interest in one of these vacant positions and the nurse and nurse manager agree, the nurse may fill a vacant position not in the nurse's clinical group. The Employer will not require a nurse identified for layoff to accept a vacant position out of the nurse's clinical group and a decision by a nurse manager not to accept a nurse into a position out of the nurse's clinical group shall not be grievable.
- 21.12 Re-employed Nurses. For purposes of accrual of benefits, re-employed nurses will be treated as newly hired except that a nurse who has been laid off because of lack of funds or curtailment of work and who is re-employed within twenty-four (24) months

(plus a twelve (12) month extension if requested) shall be entitled to previously accrued benefits and placement on the salary schedule which they had at the time of layoff.

- 21.13 Retention of Benefits While on the Rehire List. RNs on the rehire list will receive employer paid benefit coverage so long as they meet the eligibility requirements as determined by the State of Washington.

## **ARTICLE 22 – POSTING, TRANSFER, PROMOTIONS, REALLOCATION**

Definitions. For the purpose of this Article the following definitions apply:

Promotion – Movement to a position in a job class with a higher salary range.

Transfer – Movement to a position in the same classification.

Voluntary Demotion – Movement to a position with a lower salary maximum, where the position is attained through the employment process. This section does not apply to nurses who demote as part of corrective action.

Bargaining Unit Seniority – Continuous length of service from the date of hire as a registered nurse in the bargaining unit.

Unit Seniority – Unit seniority is defined as continuous length of service in calendar days within the nurse’s unit and will be used for internal unit processes, such as schedule bids. Unit seniority for inter-unit transfers will be calculated in accordance with the following:

- Unit seniority will be computed and exercised consistently within the RN2 and RN3 job classifications. Nurses who transfer to another unit will be granted fifty percent (50%) of their bargaining unit seniority not to exceed the median number of years of employment on the unit.
- Nurses who transfer units recoup one hundred percent (100%) of their pre-transfer bargaining unit seniority after eighteen (18) months on the new unit.
- Bargaining unit nurses who accept management roles and then return to their former bargaining unit position recoup one hundred percent (100%) of their pre-management bargaining unit seniority. Nurse Managers moving to bargaining unit positions for the first time have no accumulated seniority.
- Ties in unit seniority will be determined by lot.

Bargaining unit nurses who move between RN2 and RN3 classifications retain one hundred percent (100%) of their bargaining unit seniority.

- 22.1 Posting. When a job opening occurs on a unit, it will be posted on the unit for seven days per agreed upon unit procedures, e.g. e-mail, posting notebook, bulletin board. After seven (7) days, the position will be posted house-wide in addition to being posted externally.
- 22.2 Internal Unit Transfer. Nurses who are regularly assigned to a specific unit will be given preferential consideration for transfer to other shifts or positions in that unit before other

nurses except more senior nurses returning from layoff status to a previous unit and shift.

Unit nurses shall request in writing to the Nurse Manager transfer to the vacant position. Applicants will be notified in writing of the status of their application in a timely manner. The Nurse Manager will consider the RN's request for the position. Appointments shall be made on the basis of the requirements of the position and the applicant's qualifications. All other factors relevant to the position being equal, seniority will be the determinant in such decisions.

- 22.3 Transfer To Another Unit. Requests for transfer to another unit should be submitted in UWHIRES on-line. Transfer requests will be forwarded to the Nurse Manager for review prior to filling the vacant position through the transfer or promotional process. A good faith effort will be made to facilitate lateral transfers from one unit to another. All other factors relevant to the position being equal, seniority will be the determinant in such decisions.
- 22.4 Promotions. Applications for promotions should be submitted in UWHIRES on-line during the period of official posting. Promotional openings will be posted for a minimum of seven calendar days in the unit, Nursing Personnel, the Nursing and Outpatient administrative office and the Personnel Department.
- 22.5 Reallocation. Upon reclassification the new progression start date shall be the first of the current month for effective dates falling between the first and fifteenth of the month and the first of the following month for effective dates falling between the sixteenth and the end of the month.
- 22.6 Trial Service: Nurses who transfer, promote, or voluntarily demote within the bargaining unit shall serve a trial service period. Paid or unpaid time off taken during the six (6) month trial service period shall extend the length of the trial service period by the amount of paid or unpaid time off taken on a day-for-day basis. Either the Employer or the nurse may end the appointment by providing notice. A nurse serving a trial service period may voluntarily revert to their former permanent position within six (6) weeks of the appointment, provided that the position has not been filled by a classified staff nurse or an offer to an applicant who will fill that classified staff position has not been made. After six (6) weeks nurses may revert to their former position with Employer approval. In the event the former position has been filled with a permanent nurse, the nurse will be placed on the rehire list.

### **ARTICLE 23 – WORKER'S COMPENSATION LEAVE**

- 23.1 Nurses who suffer a work related injury or illness that is compensable under the state worker's compensation law may select time loss compensation exclusively or a combination of time loss compensation and accrued paid time off.
- 23.2 Return to Work Program. The policy for the Employer's "Return to Work Program" can be located at the following link:  
<https://uwmc.uwmedicine.org/sites/PoliciesProcedures/apop/Pages/default.aspx>.



**ARTICLE 24 – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

Except as specifically limited to this Agreement, the Employer has the right and responsibility to control, change, and supervise all operations, and to direct and assign nurses. Such rights and responsibilities shall include, but not be limited to, the selection and hiring of nurses, discipline for cause, classification, reclassification, suspension, layoff, promotion, demotion or transfer of nurses in accordance with the applicable Washington Personnel Resources Board Rules, establishment of work schedules; and control and regulation of the use of all equipment and other property of the University. The Employer is responsible for establishing and maintaining an appropriate standard of nursing care for patients in UWMC – Montlake. The Employer shall take whatever action as may be necessary to carry out its rights in any emergency situation.

Application of this Article shall not preclude use of the grievance procedure as established in this Agreement.

**ARTICLE 25 – PERFORMANCE OF DUTY**

- 25.1 The Employer and WSNA acknowledge that this Agreement provides, through the Grievance Procedure contained therein, for an orderly settlement of grievances or disputes which may arise between the parties. Accordingly, the parties agree that the public interest requires the uninterrupted performance of all University services and to this end pledge to prevent or eliminate any conduct contrary to that objective. Therefore, during the life of this Agreement there shall be no work stoppage or any other form of concerted job action by nurses in the bargaining unit, nor will WSNA authorize or condone such activity in any form.
- 25.2 Nurses covered by this Agreement who would engage in any prohibited activity as defined above may be subject to disciplinary action by the Employer, including discharge.

**ARTICLE 26 – COMPLETE UNDERSTANDING**

The parties acknowledge that during the negotiations which resulted in this Agreement all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and WSNA, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically discussed during negotiations and/or covered in 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 27 – INSURANCE AND PENSION**

In accordance with RCW 41.80.010(7), the insurance and pension conditions for all members of the bargaining unit will be as follows.

- 27.1 For the 2021-2023 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected health care premium for each bargaining unit employee eligible for insurance each month, as determined by the

Public Employees Benefits Board. The projected health care premium is the weighted average across all plans, across all tiers.

- 27.2 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.
- 27.3 Article 27.2 will expire June 30, 2023.
- 27.4 The PEB Program shall provide information on the Employer Sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.
- 27.5 The Employer will pay the entire premium costs for each bargaining unit nurse for dental, basic life, and any offered basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.
- 27.6 Wellness

- i. 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.
- ii. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled 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.

## **ARTICLE 28 – SAVINGS CLAUSE**

Any provision of the Agreement which may be adjudged to be unlawful or invalid by a court of law shall thereafter become null and void, but all other provisions of this Agreement shall continue in full force and effect. Upon request from either party, WSNA and Employer

negotiating committees shall commence negotiations within thirty days for the purpose of coming to agreement on a substitute provision for that which was declared unlawful or invalid.

### **ARTICLE 29 – COMPLETE AGREEMENT**

The parties acknowledge this contract is complete in itself and sets forth all the terms and conditions of the agreement between the parties hereto. Therefore, during the life of this contract neither party shall be required to bargain on personnel or other matters under the discretion of the University and not covered by this Agreement.

### **ARTICLE 30 – REPRESENTED PER DIEM NURSES**

30.1 Per Diem/Hourly Nurses. Per Diem/hourly nurses are temporary University nurses not covered under the provisions or the terms of this labor agreement.

30.2 Represented Per Diem Registered Nurses. Only the following language in this article applies to the Represented Per Diem Registered Nurses at the UWMC – Montlake and shall constitute the whole agreement between WSNA and the Employer regarding these nurses.

- A. Job Class: Registered Nurse Bargaining Unit:  
(21679) Registered Nurse 2 (NE H Temp WSNA)  
(21680) Registered Nurse 3 (NE H Temp WSNA)

30.3 Definition. The term Represented Per Diem Registered Nurse shall mean an hourly paid Registered Nurse doing WSNA bargaining unit work for at least three hundred fifty (350) hours in the previous twelve (12) month period. For purposes of counting the three hundred fifty hours, the twelve-month period will begin on the nurse's original date of hire. The next twelve-month period will repeat accordingly. For example: The nurse's original date of hire is June 1, 2009. The twelve (12)-month period would be June 1, 2009, through May 31, 2010. The next twelve (12)-month period would be June 1, 2010, through May 31, 2011. This pattern will continue.

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

30.4 Hours of Work and Overtime

- A. Work Shift. The normal work shift shall consist of eight (8) hours work to be completed within eight and one-half (8 ½) consecutive hours, ten (10) hours to be completed within ten and one-half (10 ½) consecutive hours, or twelve (12) hours to be completed within twelve and one-half (12 ½) consecutive hours. All work shifts shall include at least a thirty (30) minute meal period to be taken on the nurse's own time if relieved of their duties during this period.

- B. Overtime: Represented per diem nurses shall be paid daily overtime for work in excess of the scheduled shift including work in advance of a scheduled shift per

existing practice. Hours of work for nurses shall be established by the employing official. Overtime hours will be compensated at a rate of one-and-one-half (1- 1/2) times the nurse's regular rate of pay.

- C. Employment Information. A written notification will be used to specify initial conditions of hiring (including rate of pay, unit and shift if applicable).
- D. Minimum Work Availability. The minimum work availability for per-diem/hourly Nurses is four (4) shifts per four (4) week period. If a Nurse withdraws availability, the shift does not count towards the minimum requirement. All hourly staff, once scheduled, are expected to honor the commitment, with the exception lawful use of sick leave.
- E. Weekend Availability Minimum. Unit per diem nurses must provide availability for three (3) weekend shifts per four (4) week schedule. Weekend requirements are contingent upon unit staffing needs for weekend scheduling; weekday shifts may be substituted if that meets unit needs.
- F. The Employer shall determine and post per diem schedules at least nine (9) days prior to the scheduled work period.
- G. Holiday Availability. The requirements for holiday availability will be determined at the unit level by the manager. Unit per diem nurses will be notified of the holiday requirements for the unit they are assigned to. During the life of this agreement, the Employer will not make changes to the three (3) options contained in the Per Diem RN Hiring, Scheduling, and Payroll Expectations Policy.
- H. Nurses out of compliance with the above minimums may have their per diem appointment terminated. Notwithstanding the above, if a UWMC – Montlake Per Diem nurse fails to provide dates to be scheduled as required by the applicable agreement, or to any lesser extent required by their unit, they shall be subject to a written warning. If they thereafter fail to provide dates on a second occasion within a rolling year, their appointment may be ended. Appointments may also end due to a lack of work.
- I. Except as provided below, UWMC – Montlake Per Diem nurses shall not be terminated except for just cause. Newly hired UWMC – Montlake Per Diem nurses must work a cumulative one thousand eight hundred and seventy-two (1,872) non-overtime hours or more from their date of hire in continuous employment with the University in UWMC – Montlake Per Diem job profiles. The parties agree to adhere to the grievance process as outlined in Article 20 of the UWMC – Montlake WSNA CBA. If a nurse is not meeting performance expectations, they will be given an action plan outlining the identified issues. The parties agree to start at Step Two for terminations.
- J. Cancellation. Shift cancellation will occur according to department need as determined by the Employer. If the Employer fails to attempt to notify the nurse of shift cancellation at least one and a half (1 1/2) hours prior to the start of the shift the nurse will be offered the opportunity to be assigned to a unit for a minimum of two (2) hours.

**30.5 Compensation and Premium Pay.**

- A. All per diem hourly Nurses under this Article shall be paid an hourly rate that falls within the salary range for the job that best fits the bargaining unit work. The Employer will continue its current practices related to per diem compensation, overtime, and premium pay. Per diem nurses who have worked at least one thousand eight hundred and seventy-two (1,872) hours at the regular rate of pay (equivalent to ninety percent (90%) FTE) in a per diem role since their last progression start date or since beginning their current per diem appointment, but no more frequently than once every twelve (12) months, will receive a one (1) step increase (if available) the pay period after they reach the one thousand eight hundred and seventy-two (1,872) hour threshold.
- B. Per Diem Premium. All per diem hourly Nurses who are not receiving medical benefits from a different appointment shall be paid a six percent (6%) premium for all hours worked.
- C. Shift Premium. Nurses assigned to work the evening (3:00 pm – 11:00 pm) shift shall be paid a shift differential in accordance to Section 30.5G over the hourly contract rates of pay. Nurses assigned to work the night shift (11:00 pm – 7:00 am) shall be paid a shift differential in accordance to Section 30.5G over the regular rate of pay. Nurses shall be paid shift differential on evening or night shift if the majority of hours are worked during the designated shift.
- D. Charge Nurse Pay. A RN2 who is assigned in writing Charge Nurse responsibility by the Nurse Manager or designee for an organized unit for a period of one (1) or more hours shall receive Charge Nurse premium pay for all such hours worked. "Organized unit" shall be defined by the Employer.
- E. Stand-by Premium. RNs placed on standby status off the UWMC – Montlake premises shall be compensated at the rate of four dollars (\$4.00) per hour. When called in from standby status, the nurse shall receive premium pay (time and one-half (1 ½ X) the nurse's regular rate) for a minimum work period of two (2) hours.
- F. Training. Per Diem Registered Nurses shall schedule and participate in education required by their department and will be compensated at the appropriate rate of pay. Tuition for required education will be provided by the Employer.

**G. PREMIUMS**

Evening shift differential	\$2.50
Night shift differential	\$4.50
Standby Pay	\$4.25
Weekend	\$4.00
Certification	\$1.25
Charge	\$2.50
Preceptor	\$1.50
BSN	\$1.00

**30.6 Holiday Pay.**

If a nurse works one of the following holidays, they will receive holiday pay premium (time and one half (1 ½ X) the nurse's regular rate of pay) for all hours worked on that holiday: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day,

Independence Day, Labor Day, Veteran’s Day, Thanksgiving, Native American Heritage Day, and Christmas.

The holiday for night shift nurses whose work schedule begins on one calendar day and ends on the next will be the shift in which half or more of the hours fall on the calendar holiday. That shift will be treated as the holiday and the premium will be paid in accordance with the above holiday pay rules.

30.7 Ending Employment.

- A. Nurses planning to resign shall make a good faith effort to give at least thirty (30) calendar days’ notice of intention to terminate. All resignations shall be final unless the Employer agrees to rescind the resignation.
- B. A represented per diem nurse who is separated may, within twenty-one (21) days of the action, request a meeting with a representative of WSNA, human resources, and the manager of the department or designee to discuss the action. A meeting will be promptly scheduled.

30.8 Sick Time Off.

- A. Nurses will accrue one (1) hour of sick time off for every forty (40) hours worked (0.025 per hour).
- B. Sick time off accrues at the end of the month and is available for use the following month.
- C. Accrued sick time off may be used
  - 1) in accordance with Article 16.2, 16.3, and 16.7;
  - 2) for the suspension of operations when the nurse’s workplace has been closed by a public health official for any health related reason; and
  - 3) when the nurse’s child’s school or day care has been closed by a public health official for any health related reason.
- D. Carryover and Separation: Nurses may only carryover a maximum of forty (40) hours of accrued sick time off each calendar year. Accrued sick time off is not paid at separation.
- E. Paid sick time off will not count as work hours for the purpose of calculating overtime.

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

30.10 Other Provisions. The Following Articles in this Agreement apply to Represented Per Diem Registered Nurses:

Article 1	Purpose
Article 2	Non-Discrimination
Article 3	Affirmative Action
Article 4	Recognition/Employer
Article 5	WSNA Representatives, Dues Deduction, Activities

Article 6	Bargaining Unit Classes/Definitions (except Probationary Period)
Article 7	Hours of Work and Overtime- Only 7.11 Rest Periods/Breaks
Article 9	Salaries/Pay Items
Article 10	Premium Pay- Only the following apply
	10.6 Preceptor Premium
	10.8 Certification Premium
	10.9 STAT Nurse, ECLS. RVAT
	10.10 Clinical Advisor
	10.11 Parking
	10.12 Weekend Premium
	10.13 BSN Premium
	10.14 MSN/MN Premium
Article 11	Employment Practices (except 11.4 Performance Evaluations and 11.7 Floating)
Article 17	Conference Committee (Paid Release Time Only for Attendance)
Article 18	Employee Facilities
Article 20	Grievance Procedure (non-corrective action only)
Article 23	Worker's Compensation Leave
Article 24	Management Rights and Responsibilities
Article 25	Performance of Duty
Article 26	Complete Understanding
Article 27	Insurance and Pension (if qualified for PEBB)
Article 28	Savings Clause
Article 32	Duration of Agreement
MOU	Rest Breaks
MOU	Parking Citations for Nurses with Valid UW Parking Permits
MOU	Standby

**ARTICLE 31 – DURATION OF AGREEMENT**

This Agreement shall become effective July 1, 2021, and shall remain in full force and effect through June 30, 2023.

**APPENDIX I – PAY TABLES**University of Washington - Contract Classified  
WSNA UWMC MONTLAKE REGISTERED NURSES  
Payscale Table BJ - Effective July 1, 2021

Range 2			
Step	Monthly Rate	Annual Rate	Hourly Rate
A	\$5,945	\$71,340	\$34.30
B	\$6,206	\$74,472	\$35.80
C	\$6,468	\$77,616	\$37.32
D	\$6,732	\$80,784	\$38.84
E	\$7,000	\$84,000	\$40.38
F	\$7,261	\$87,132	\$41.89
G	\$7,529	\$90,348	\$43.44
H	\$7,793	\$93,516	\$44.96
I	\$8,057	\$96,684	\$46.48
J	\$8,317	\$99,804	\$47.98
K	\$8,588	\$103,056	\$49.55
L	\$8,718	\$104,616	\$50.30
M	\$8,847	\$106,164	\$51.04
N	\$8,891	\$106,692	\$51.29
O	\$8,936	\$107,232	\$51.55
P	\$9,370	\$112,440	\$54.06
Q	\$9,464	\$113,568	\$54.60
R	\$9,558	\$114,696	\$55.14
S	\$9,651	\$115,812	\$55.68
T	\$9,651	\$115,812	\$55.68
U	\$9,928	\$119,136	\$57.28
V	\$9,928	\$119,136	\$57.28
W	\$10,075	\$120,900	\$58.13
X	\$10,075	\$120,900	\$58.13
Y	\$10,277	\$123,324	\$59.29
Z	\$10,277	\$123,324	\$59.29
AA	\$10,482	\$125,784	\$60.47
AB	\$10,482	\$125,784	\$60.47
AC	\$10,692	\$128,304	\$61.68
AD	\$11,013	\$132,156	\$63.54

Range 3			
Step	Monthly Rate	Annual Rate	Hourly Rate
A	\$6,421	\$77,052	\$37.04
B	\$6,702	\$80,424	\$38.67
C	\$6,985	\$83,820	\$40.30
D	\$7,271	\$87,252	\$41.95
E	\$7,560	\$90,720	\$43.62
F	\$7,842	\$94,104	\$45.24
G	\$8,131	\$97,572	\$46.91
H	\$8,416	\$100,992	\$48.55
I	\$8,702	\$104,424	\$50.20
J	\$8,982	\$107,784	\$51.82
K	\$9,275	\$111,300	\$53.51
L	\$9,415	\$112,980	\$54.32
M	\$9,555	\$114,660	\$55.13
N	\$9,602	\$115,224	\$55.40
O	\$9,651	\$115,812	\$55.68
P	\$10,120	\$121,440	\$58.38
Q	\$10,221	\$122,652	\$58.97
R	\$10,323	\$123,876	\$59.56
S	\$10,423	\$125,076	\$60.13
T	\$10,423	\$125,076	\$60.13
U	\$10,722	\$128,664	\$61.86
V	\$10,722	\$128,664	\$61.86
W	\$10,881	\$130,572	\$62.78
X	\$10,881	\$130,572	\$62.78
Y	\$11,099	\$133,188	\$64.03
Z	\$11,099	\$133,188	\$64.03
AA	\$11,321	\$135,852	\$65.31
AB	\$11,321	\$135,852	\$65.31
AC	\$11,547	\$138,564	\$66.62
AD	\$11,894	\$142,728	\$68.62



## APPENDIX II – CLINICAL CLUSTERS PERTAINING TO ARTICLE 21 - LAYOFF

### Clinical Clusters are as follows:

- Cluster One.** Acute Care: 4NE, 4SE, 5NE, 6NE, 6SE, 4S, 7S, 7N, 8N, 7SA, Acute Care Resource Team, NICU (4SA), Maternity and Infant Care: (5S, 6E, 6S), Oncology, 7SE, 7NE, 8NE, 8SE/Infusion, 8SA, Radiation Oncology, Vascular Access Team.
- Cluster Two.** Critical Care: 5SE, 5E, 5SA, 6SA, Emergency Department, All PACUs, Cardiovascular Procedure Unit, Critical Care Resource Team, Interventional Radiology, ECHO.
- Cluster Three.** Surgical Services: Operating Room, Roosevelt Operating Room.
- Cluster Four.** Clinics: MICC, Ambulatory Float Team, Arlington Maternal Fetal Medicine, Bone and Joint Clinic, CHDD, Dermatology Center, Dermatology Surgery Center, Diabetes Care Center, Digestive Health Center, Eastside Specialty Clinic, Employee Health, EEG, EMG, Eye Center, , General Internal Medicine Clinic, Medical Specialties Clinic, Men’s Health Center, Multiple Sclerosis Clinic, Neurology Clinic, Headache Clinic, Neurosurgery Clinic, Otolaryngology/Head and Neck Surgery Clinic, Center for Pain Relief, Outpatient Psychiatry Clinic, Pediatric Care Center, Pre-Anesthesia Clinic, Radiation Oncology, Regional Heart Center, Regional Heart Center – Edmonds, Rehabilitation Medicine Clinic, Sports Medicine at Stadium Clinic, Transplant Services, Urology/Prostate Clinic, Weight Loss Management Center, Women’s Health Care Clinic, University Reproductive Care, Surgical Specialties Clinic, Alvord Brain Tumor Center.

The Employer shall negotiate with WSNA over the appropriate cluster designation of any Unit not listed above, including but not limited to newly created Units.

**APPENDIX III – INNOVATIVE WORK SCHEDULE AGREEMENT FORM**

NAME (print) \_\_\_\_\_

I wish to work the following schedule:

- 40 hours of work within a 7 day period
- 80 hours of work within a 14 day period (8 hour shifts)
- 160 hours of work within a 4 week (28 day) period

I understand that I may change my work period prior to the request due date (listed below) of the affected schedule by submitting a request for change in writing to my Nurse Manager. I understand that changes to my work period may be submitted no more than two times a year, effective the first full schedule or when I transfer to a new work unit.

<b>4 WEEK BLOCKS 2021-2022</b>	<b>Date change Form is Due</b>
12/28/20-1/24/21	11/9/20
1/25/21-2/21/21	12/7/20
2/22/21-3/21/21	1/4/21
3/22/21-4/18/21	2/1/21
4/19/21-5/16/21	3/1/21
5/17/21-6/13/21	3/29/21
6/14/21-7/11/21	4/26/21
7/12/21-8/8/21	5/24/21
8/9/21-9/5/21	6/21/21
9/6/21-10/3/21	7/19/21
10/4/21-10/31/21	8/16/21
11/1/21-11/28/21	9/13/21
11/29/21-12/26/21	10/11/21

<b>4 WEEK BLOCKS 2022-2023</b>	<b>Date change Form is Due</b>
12/21/21-1/23/22	11/8/21
1/24/22-2/20/22	12/6/21
2/21/22-3/20/22	1/3/22
3/21/22-4/17/22	1/31/22
4/18/22-5/15/22	2/28/22
5/16/22-6/12/22	3/28/22
6/13/22-7/10/22	4/25/22
7/11/22-8/8/22	5/23/22
8/9/22-9/5/22	6/20/22
9/6/22-10/3/22	7/18/22
10/4/22-10/31/22	8/15/22
11/1/22-11/28/22	9/12/22
11/29/22-12/26/22	10/10/22

\_\_\_\_\_  
Registered Nurse

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nurse Manager  
Notice Only

\_\_\_\_\_  
Date

A copy of this form shall be given to the RN and retained by the RN's Nurse Manager.

**APPENDIX IV – UNION ROSTER REPORTS POST WORKDAY IMPLEMENTATION**

During negotiations for the 2021-2023 successor agreement, the parties reached agreement on the following regarding Union Roster Reports:

Each pay period the Employer will provide the following four (4) reports electronically.

1. Total Compensation and deductions

Name  
Home Address  
Home phone  
Cell phone  
Work phone  
Work location (building)  
Work location (address)  
Work station or office (suite and/or number)  
Employee ID number  
Personal Email  
UW email  
UW mailbox  
Employment status  
Employment status effective date  
Job classification  
Department  
Pay grade  
Pay step  
Pay rate salary  
Hourly rate  
Supervisor  
Supervisor email  
Race  
Gender  
DOB  
Date of hire  
Job title  
Job class code  
Shift  
Deduction amount dues  
Deduction amount fees  
Deduction amount other  
Deduction amount cope  
Total wages for the pay period  
Total base pay for pay period  
Total overtime pay for pay period  
Total overtime hours per pay period  
Total hours worked in the pay period  
Days in the pay period  
Total hours for each class/type of differential and or/ premium pay for the pay period  
Total wages for each class/type of differential and or/ premium pay for the pay period  
Total wages year to date.

Pension plan enrollment (which plan)  
Position number  
Medical plan enrollment (which plan)  
Bargaining Unit  
Total FTE  
Anniversary date (step date)  
Employment status (regular fulltime, regular part time, hourly, fixed duration part time, fixed duration full time)

2. All appointment list

Appointment budget number(s)  
Beginning date  
End date  
Department and /or hiring unit  
College/Org name  
Job Classification  
Job Classification Code  
Full time salary or hourly rate  
Appointment/FTE Percentage  
Appointment status  
Appointment term  
Distribution line information.  
Position number  
Earnings in last pay cycle  
Hours worked in last pay cycle  
FTE in last pay cycle

3. Change Report

Name,  
Job classification,  
Job classification code,  
Department,  
Employee id,  
Original hire date,  
Status change date,  
Termination/separation date if any,  
Reason for status change, nature of status change,  
Reason for termination/separation  
LOA effective date,  
Nature of LOA  
New hire date  
New Hire

4. Vacancy Report

Position Number,  
Job Classification  
Date of vacancy  
Elimination date of vacancy

Reason for elimination (filled, deleted, transferred to a different classification/status)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
THE WASHINGTON STATE NURSES ASSOCIATION (UNION)**

**MOU: EMERGENCY DEPARTMENT MANDATORY STANDBY**

Standby will be administered in the following way:

All classified nurses shall self-schedule for one shift of standby per schedule. Any gaps in the schedule will be filled in the following order:

1. Volunteers (classified and per diem nurses).
2. Travelers.

Standby shifts shall not exceed twelve (12)-hours in length and shall not exceed one (1) shift per schedule period per classified nurse unless the nurse agrees to voluntarily sign up for additional standby shifts.

The standby schedule will be posted with the final work schedule pursuant to section 7.4 of the CBA.

After the schedule is posted, standby shifts may be given away or traded between nurses.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
THE WASHINGTON STATE NURSES ASSOCIATION (UNION)**

**MOU: GROUND RULES GOVERNING NEGOTIATIONS FOR THE 2023 – 2025 AGREEMENT**

- 1) Meetings will start on time; computers will be placed on mute; anyone who wishes to speak will use the hand icon on the internet platform being used; all parties agree to engage in respectful communications. All parties agree to have their video on unless they have technical limitations.
- 2) Each party shall designate a chief spokesperson to lead negotiations on their behalf.
- 3) In order to be as efficient and transparent as possible, the parties will present all their initial proposals by the **third** day of negotiations. These proposals may contain items that request discussion with the other party prior to drafting a formal proposal.
- 4) Where neither party proposes changes to sections of the current contract, these sections shall be considered agreed upon and shall be tentatively agreed upon (TA'ed) once both parties have had the opportunity to present their initial proposals (except where either party has proposed changes which may affect other provisions of the contract).
- 5) All proposals and counter proposals shall be in redline (track changes) format, *based upon the former proposal's language*, so that the changes between the former and the latter proposal will be evident. Copies of such proposals shall be provided to every negotiation team member.
- 6) "Conceptual" proposals shall be reduced to writing by the party proposing such proposal upon request of the other party. No conceptual proposals shall be TA'ed unless reduced to writing and agreed upon by both parties (and properly initialed).
- 7) Drafting Agreement: At the first negotiation session, the chief spokespersons will determine who will prepare the draft redline version and final draft of the Agreement for signature and provide a word copy via email attachment to the other chief spokesperson for review and final approval as to form and content. The recipient of the draft final redline will have two weeks to respond to the drafter with respect to any errors or omissions found in the review process.
- 8) The parties will limit their financial presentations to not more than one hour; these presentations will take place the second scheduled negotiation session.
- 9) Paid Time for WSNA Negotiation Team:

All nurses wishing to participate in bargaining must request rtime off in accordance with normal leave policies. Release time (paid time for hours the nurse would have been at work) is contingent on approval by the nurse's manager or designee.

- a) The Employer will provide paid time or paid release time for up to twelve (12) total WSNA designated bargaining team members for up to eight (8) hours

per session, including caucus time. Neither paid time nor paid release time shall be considered as hours worked for the purposes of calculating overtime.

- b) WSNA will make a good faith effort to recruit team members who are from different units.
- c) The Employer will provide paid time or paid release time for the first eight (8) bargaining sessions.
- d) After eight (8) bargaining sessions, the parties will discuss additional paid release time.
- e) WSNA will provide the names and hours of the designated negotiating team members on paid release time to the employer directly after the end of each bargaining session.

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

11) Members of the press and the public will not attend bargaining sessions unless mutually agreed otherwise.

Dated this 28th day of August.

Employer

Washington State Nurses Association

DocuSigned by:  
  
 255BCC783CD346E...

DocuSigned by:  
  
 407F3F74B28F40E...

Kristi Aravena, Chief Spokesperson

Linda Machia, Chief Spokesperson



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
THE WASHINGTON STATE NURSES ASSOCIATION (UNION)**

**MOU: MULTI-CAMPUS FLOATING DISCUSSIONS**

During negotiations for the 2021-2023 collective bargaining agreement, the parties agreed to the following:

If SEIU 1199, representing RNs at Harborview Medical Center and WSNA who also represents the nurses at UWMC Northwest agree to participate, the parties to this LOU agree to meet and discuss floating among the three hospitals. Such discussions will be limited to monthly meetings over the next six months unless all parties agree to extend the time frame.

Up to four (4) nurses at UWMC – Montlake would be provided paid time to attend each discussion session per Article 31-Release Time.

Discussions over voluntary multi-campus floating are not to be construed as negotiations; therefore, if any party decides to end such discussions, no action will be taken by the Employer.

Goals of the discussions:

- Build the skill and competency of staff through development opportunities.
- Increase recruitment and retention of nurses as they will have increased development and growth opportunities. Enable staff to see growth opportunities within UW Medicine instead of seeking those elsewhere.
- Increase staff satisfaction and patient care across UW Medicine.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
THE WASHINGTON STATE NURSES ASSOCIATION (UNION)**

**MOU: PARKING CITATIONS FOR NURSES WITH VALID UW PARKING PERMITS**

Effective July 1, 2009, the parties agree that in the event that a nurse is requested to stay past their scheduled shift, the nurse will notify their manager (or designee) that their permit parking will expire. In response the manager (or designee) will notify Parking Services to preempt a parking citation. Should a parking citation be issued, the nurse must present the citation within seven (7) calendar days to their manager (or designee) who will arrange for payment by the employer.

Dated this 26th day of August, 2021.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
THE WASHINGTON STATE NURSES ASSOCIATION (UNION)**

**MOU: PREMIUMS AT UWMC – MONTLAKE**

**The parties have agreed to the following regarding premiums at UWMC – Montlake:**

The employer shall determine whether a nurse will be required to change assignments during their shift. If a nurse is required to move from an assigned shift for which they are earning a premium, the nurse will be paid that premium for the assigned shift, regardless of whether or not they are temporarily moved to another assignment. There will be no stacking of premiums. If the employer reassigns a nurse to a role that also carries a premium, the nurse will receive the higher of the two premiums.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
THE WASHINGTON STATE NURSES ASSOCIATION (UNION)**

**MOU: PUBLIC RECORDS REQUESTS AND PRIVACY**

The parties have agreed to the following regarding Public records request:

Labor Relations will notify WSNA of public records requests for information received by the UW Office of Public Records that directly concern and encompass WSNA members. Notification will be provided in order to allow for a ten (10) day protest period.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
THE WASHINGTON STATE NURSE’S ASSOCIATION**

**MOU: RELEASE TIME**

The Employer will make a good faith effort to release WSNA members to participate in negotiations when release time is requested in accordance with normal leave policies.

- a. If nurses are scheduled on the dayshift of the negotiations, they can request release for all or part of their shift. If hours spent bargaining are less than the scheduled hours, nurses may request to use benefit time, trade hours to meet FTE, or return to the unit after negotiations to fulfill the scheduled hours with management approval.
- b. If the nurse is scheduled on the night shift, the nurse may request release from the shift immediately before or immediately after negotiations. If hours spent bargaining are less than the scheduled hours, nurses may request to include use benefit time, unpaid time off, or trade hours to meet FTE, or return to the unit after negotiations to fulfill the scheduled hours with management approval.
- c. With mutual agreement, nurses can be paid straight time for hours in bargaining above their designated FTE.
- d. The WSNA Nurse Representatives will make a good faith effort to send a list of nurses who will be on the negotiation team to Labor Relations at least seven (7) days in advance of the meeting date. Labor Relations or its designee will contact the nurses’ managers to request their release. If the meeting is scheduled sooner, WSNA will notify the Employer as far in advance as possible. WSNA will provide a list of WSNA team members to the Employer with the names of the nurses who have participated in negotiations, along with the number of hours spent in negotiations and caucus.
- d. Unless agreed otherwise, the parties agree to begin bargaining within thirty (30) calendar days of receipt of the request to bargain. A valid request to bargain must include at least three (3) available dates and times to meet.
- e. Time spent in bargaining or paid release will not result in missed meal or break periods, overtime, or rest between shifts premium.
- f. Release time is contingent on approval by the nurse’s manager or designee.
- g. For demand to bargain during the administration of the collective bargaining agreement, no more than four (4) nurses will be paid per bargaining session.
- h. Nothing in this Article supersedes any other Article of this collective bargaining agreement.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
THE WASHINGTON STATE NURSES ASSOCIATION (UNION)**

**MOU: REST BREAKS**

The University of Washington Medical Center at Montlake (“UWMC – Montlake”) and the Washington State Nurses Association (“WSNA”) are parties to a collective bargaining agreement (the “Bargaining Agreement”). Both UWMC – Montlake and the WSNA have a strong mutual interest in ensuring that RN’s at UWMC – Montlake receive their rest breaks. In addition to the terms and conditions of the contract, the parties agree to the following:

1. RNs will be compensated at the rate of one and one-half times (1 ½ X) the RN’s regular base salary rate, for fifteen (15) minutes for each missed rest break, where required by the Bargaining Agreement.
2. WSNA will work with UWMC – Montlake in Conference Committee and Staffing Committee and in labor management to minimize missed rest breaks in the workplace.
3. Any disputes concerning the operation of this Agreement will be resolved utilizing the grievance procedure in the Bargaining Agreement.
4. In accordance with the principles of a culture of safety, in no case shall the Employer discipline or counsel a Nurse for recording a missed rest period or requesting relief. This section shall not apply to and does not bar the administration of otherwise permissible counseling or other forms of corrective action in response to performance or behavioral issues concerning an individual Nurse that may involve breaks.
5. The parties recognize that nurses in some work units are permitted to combine one or more rest periods with their thirty (30)-minute meal period. In such instances, in order to claim pay for a missed rest period(s), the RN must provide their Nurse Manager with sufficient notice of the missed break such that the manager can determine whether another break can be arranged.

Dated 8/26/2021

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
THE WASHINGTON STATE NURSE’S ASSOCIATION**

**MOU: SALARY OVERPAYMENT RECOVERY**

During negotiations for the 2021-2023 successor agreement, the parties agreed to the following regarding Salary Overpayment Recovery.

Salary Overpayment Recovery

- A. When an Employer has determined that a nurse has been overpaid wages, the Employer may recoup the overpayment. The Employer 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,
  3. A demand for payment, and
  4. The rights of the nurse under the terms of this Agreement.

Nurses may request a meeting with the Employer and an interpreter to have the overpayment notification explained.

B. Method of Payback

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 (separated nurse).
  - d. Vacation (if under 240 hours only) or Compensatory time balances
2. The nurse may propose a payment schedule to repay the overpayment to the Employer. If the nurse’s proposal is accepted by the Employer, the deductions shall continue until the overpayment is fully recouped. Nothing in the section prevents the Employer and nurse from agreeing to a different overpayment amount than specified in the overpayment notice or to a method other than a deduction from wages for repayment of the overpayment amount.
3. If the nurse fails to choose one (1) of the four (4) options described above, within twenty (20) days of written notice of overpayment, the Employer will deduct the overpayment owed from the nurse’s wages or the amount due may be placed with a collection agency for nurses who have separated from UW service. This overpayment recovery will not be more than five percent (5%) of the nurse’s disposable earnings in a pay period. Disposable earnings will be calculated in accordance with the Attorney General of Washington’s guidelines for Wage Assignments.

4. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay. No interest will be charged for active UW nurses or separated nurses who enter into a repayment arrangement.
- C. Neither A nor B above are required for nurse reported overpayments and/or nurse corrected time including leave submittal corrections. All nurse initiated overpayment corrections may be collected from the next available pay check.
  - D. Appeal Rights: Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 20 of this Agreement. The Employer will suspend attempts to collect an alleged overpayment until thirty (30) days after the grievance process has concluded.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
THE WASHINGTON STATE NURSES ASSOCIATION (UNION)**

**MOU: STANDBY**

During negotiations for the 2021-2023 successor agreement, the parties reached agreement on the following regarding Standby:

- A. The Employer agrees that on-call/standby staffing will be mandatory only in those departments listed on the following table.
- B. The parties agree that voluntary on-call/standby will be permitted in all departments, including those that do not currently have mandatory on-call/standby. In departments with staffing variance, the parties agree that voluntary on-call/standby systems will be encouraged to cover shortages.
- C. The parties agree to negotiate over on-call/standby for additional departments if the Employer provides data that demonstrates that voluntary on-call/standby is not sufficient to cover unanticipated shortages in those additional departments.
- D. Once the Employer provides the data to WSNA, the Employer will provide sixty days' notice to WSNA of its intent to bargain. The Employer will provide release time for four (4) nurses in the bargaining unit to attend negotiations.

<b>DEPARTMENTS THAT REQUIRE CLASSIFIED RNS TO TAKE CALL</b>			
<b>Department Name</b>	<b>Yes</b>	<b>No</b>	
[086012] 5E CRITICAL CARE		x	
[086013] 5SE CRITICAL CARE		x	
[086016] NEONATAL ICU		x	
[086017] 7NE ONCOLOGY		x	and 8SA also no
[086080] 8NE ONCOLOGY		x	
[086086] 7S GEN CLIN RES CTR		x	
[086087] 6NE MEDICAL		x	
[086089] 7SE ONCOLOGY		x	
[086092] 4SE MEDICAL SURGICAL		x	
[086093] 6 SE ORTHOPAEDICS		x	
[086094] 4NE MEDICAL-SURGICAL		x	
[086096] PERINATAL DAILY		x	
[086098] 5NE MEDICAL-SURGICAL		x	
[086099] 8N REHAB MEDICINE		x	
[086151] PSYCHIATRY		x	
[087020] OPERATING ROOMS	x		

[087025] OR ROOSEVELT		x	
[087030] POST ANESTHESIA CARE	x		
[087111] CARD DIAG-EKG		x	
[087122] CARDIOLOGY-HEART CATH	x		ICRU yes
[087139] RADIOLOGY-SUPPORT SVC	x		
[087140] RADIOLOGY-DIAGNOSTIC	x		
[087141] RADIOLOGY ANGIOGRAPHY	x		
[087143] RADIOLOGY R		x	
[087152] RADIATION ONCOLOGY	x		
[087195] VASCULAR ACCESS RN SV		x	
[087230] EMERGENCY DEPARTMENT	x		
[087265] OUTPATIENT PSYCHIATRY		x	
[087269] 8SE INFUSION		x	
[087274] CLINICAL SUPPOR RESOU		x	
[087285] ESC SHARED CLINIC	x		
[087300] OTO HEAD AND NECK SUR		x	
[087305] NEUROLOGY CLINIC		x	
[087307] NEUROLOGICAL SURGERY		x	
[087310] MED SPECIALTY CLINIC		x	
[087311] INTERNAL MED CLINIC R		x	
[087320] DIGESTIVE DISEASE CTR	x		
[087321] BRONCHOSCOPY		x	
[087322] ESC GI_ENDOSCOPY	x		
[087325] CAMPUS HEALTH CLINIC		x	
[087330] SURGERY CLINIC		x	
[087331] PAIN CLINIC		x	
[087332] WEIGHT LOSS CENTER		x	
[087333] DERM SURGERY		x	
[087335] DERMATOLOGY CLINIC		x	
[087340] MATERNAL INFANT CARE		x	
[087342] WOMENS HEALTH CTR R		x	
[087343] WHCC REI	x		University Reproductive Clinic (URC)
[087346] ARLINGTON MFM CLINIC		x	
[087350] UROLOGY CLINIC		x	
[087351] MENS HEALTH CENTER		x	
[087355] UW MEDICINE MS CENTER		x	
[087360] REHAB MED CLINIC		x	
[087370] CHDD		x	
[087375] PEDIATRIC CLINIC R		x	
[087405] DIABETES CARE CTR 740		x	

UWMC-Montlake – WSNA  
2021 – 2023 Biennium

[087440] BONE & JOINT CENTER		X	
[087442] STADIUM CLINIC		X	
[087483] SPEC PROC O/P SV 7483		X	
[087485] PRE-SURGERY CLINIC/PS		X	
[087487] R H C NORTH		X	
[087715] CARDIOLOGY EPS LAB771		X	
[087717] CARDIOLOGY CLINIC 771		X	
[087717] CARDIOLOGY CLINIC 771 - VAD ONLY	X		
[087947] TRANSP PROG ADMIN 794	X		
[088115] LUNG-POST TRANSPLANT	X		
[088547] CARDIAC TRANSPLANT P	X		
[088726] RESOURCE MGMT CNTR		X	
[088730] RESOURCE TEAM		X	
[088740] AMBULATORY FLOATS		X	
ECLS Nurses during ECLS Shifts	X		
Regional Health Center VAD Nurses	X		

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
THE WASHINGTON STATE NURSES ASSOCIATION (UNION)**

**MOU: VOLUNTARY FLOAT BETWEEN MONTLAKE AND NW CAMPUSES**

When there is low patient volume in a specific unit or department, management may float nurses between UWMC – Montlake and UWMC – Northwest if the nurse agrees to float.

Nurses who agree to float between UWMC – Montlake and UWMC – Northwest will receive adequate orientation. Appropriate resources will be available as follows:

- a. Introduction to the charge nurse and/or nurse resource for the shift;
- b. Review of emergency procedures for that unit;
- c. Tour of the physical environment and location of supplies and equipment;
- d. Review of the patient assignment and unit routine.

Nurses shall not be required to perform new procedures without nursing supervision. Nurses shall seek supervisory guidance for those tasks or procedures for which they have not been trained. Nurses who encounter difficulties related to floating should report these to the appropriate Charge Nurse or Nurse Manager. There will be no adverse consequences for a nurse filing a concern.

The Nurse Manager (or designee) will seek volunteers among the nurses present on the unit to float. Nurses who volunteer to float will receive a patient assignment taking into account the nurse's training and experience.

Nurses will not float more than once per shift.

If a nurse agrees to float to an entity other than the nurse's home entity, the nurse will receive a four dollar (\$4.00) per hour premium for all hours worked outside the nurse's home entity. This premium will apply to nurses already receiving a premium for being in the float team and cannot be stacked with any other float premiums.

Nurses will be reimbursed for mileage and parking at the second site per university policy and will be provided with the appropriate forms and instructions that will allow them to submit the forms for reimbursement.

The nurse's "Home Entity" Collective Bargaining Agreement applies while floating to other facilities.

Nurses will receive appropriate and timely training on the equipment, practices, and work area orientation at the non-home location to which they are floated.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
THE WASHINGTON STATE NURSES ASSOCIATION (UNION)**

**MOU: VOLUNTARY STANDBY IN THE PERINATAL DAILY AND NEONATAL ICU UNIT**

The parties to this MOU agree that UWMC – Montlake may institute a voluntary standby program in the Perinatal Daily and Neonatal ICU starting in August 2021.

Standby shifts shall not exceed twelve (12)-hours in length and shall not exceed two (2) per schedule period per nurse.

Sign up for identified standby shifts will on a voluntary basis only. All hours worked on standby are subject to all premiums.

**SIDE LETTER A – U-PASS**

The parties agree to the following regarding U-PASS:

Effective July 1, 2021, UWMC – Montlake bargaining unit nurses with an active permanent appointment with greater than a .5 FTE will not be charged a fee for a U-PASS.

This Side Letter expires on June 30, 2023.


**SIGNATORIES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this:

28th day of August, 2021.


WASHINGTON STATE  
NURSES ASSOCIATION

DocuSigned by:  
  
497F3F74B28F40E...  
Linda Machia,  
WSNA Chief Spokesperson


DocuSigned by:  
  
719D4FDD5E284BA...  
Edward Zercher BSN, RN  
WSNA Nurse Representative


UNIVERSITY OF WASHINGTON


DocuSigned by:  
  
DA9D44008ABD472...  
Mindy Kornberg  
Vice President for Human Resources

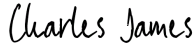
DocuSigned by:  
  
255BCC783CD346E...  
Kristi Aravena  
Lead Negotiator


Approved as to form:

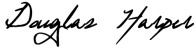
DocuSigned by:  
  
BC5D64B07CB049B...  
Teresa Wren, BSN, RNC,  
WSNA Co-Chairperson

DocuSigned by:  
  
94C9141BFDAB42B...  
Assistant Attorney General  
State of Washington

DocuSigned by:  
  
FAEBB35D50D84FF...  
Chris Jackubowski, RN  
WSNA Co-Chairperson


DocuSigned by:  
  
33648F66E2E4416...  
Charles James, RN

DocuSigned by:  
  
9AA0AE94DDEC4DB...  
Mike Crandall, RN, CSN

DocuSigned by:  
  
429EFB7C5E82400...

---

Douglas Harper, RN, BA, RNC,  
WSNA Treasurer

DocuSigned by:  
  
F18B79B208A2426...

---

Alexandra Mariani, RN, BSN  
WSNA Secretary

DocuSigned by:  
  
15A261F48577415...

---

Kaitlyn McDow, RN, BSN, CNOR

DocuSigned by:  
  
8609DD3BB0084E9...

---

Erika Speckhardt, RN, BSN, CMSRN