MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON
AND WSNA

The parties have agreed to the following regarding per diem registered nurses working at the University of Washington Medical Center:

The parties agree that Article 6 Bargaining Unit Classes/Definitions of the 2017-2019 UW-WSNA collective bargaining agreement language will be modified as follows:

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 (Staff Nurse) (E S WSNA)
18896 Registered Nurse 3 (E S WSNA)

Class Specifications are attached as Appendix I.

6.2 Full-Time Nurse. A registered nurse who is classified staff at 1.0 FTE and is regularly scheduled on a forty hour week in a seven day period, or an eighty hour week schedule in a fourteen day period, or one hundred sixty hours in a four 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 hours in a seven-day period, or a minimum of forty hours in a fourteen-day period, or a minimum of eighty hours in a four week period. Part-time nurses receive prorated salaries and benefits.

6.4 Per Diem Nurse. A nurse in a nursing position who does not qualify as a classified staff nurse. Employment will conform to the rules on temporary employment. Per diem nurses are temporary employees not covered by the terms of this labor agreement. See Article XX Temporary Employees Represented Per Diem Nurses

The Association will be provided with quarterly reports on the use of per diem nurses used by unit and number of hours for the period covered by the report.

6.5 Use of Agency Nurses. It is the intent of the University of Washington Medical Center to minimize the employment of agency nurses. The Medical Center 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 Medical Center will notify any nurse subject to such an extension in writing of the extended end date of the nurse’s probationary period. Employees 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 employees are not eligible for layoff or rehire rights.

The Medical Center may reject an employee 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 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 continuous months.

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**Agreed To:**

For the Union: ________________________________

Date: 3/25/2019

For the Employer: ________________________________

Date: 3/25/2019
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON
AND WSNA

The parties have agreed to the following regarding per diem registered nurses working at the University of Washington Medical Center:

The parties agree that the 2017-2019 UW-WSNA collective bargaining agreement will be modified to include the following:

ARTICLE XX – REPRESENTED PER DIEM NURSES

XX.1 Per Diem/Hourly Employees. Per Diem/hourly employees are temporary University employees not covered under the provisions or the terms of this labor agreement.

XX.2 Represented Per Diem Registered Nurses. Only the following language in this article applies to the Represented Per Diem Registered Nurses at the University of Washington Medical Center and shall constitute the whole agreement between the union and the University regarding these employees.

A. Job Class: Registered Nurse Bargaining Unit:
   (XXXXX) Registered Nurse 2 (NE H WSNA)
   (XXXXX) Registered Nurse 3 (NE H WSNA)

XX.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 employee's original date of hire. The next twelve-month period will repeat accordingly. For example: The employee's original date of hire is June 1, 2009. The twelve-month period would be June 1, 2009, through May 31, 2010. The next twelve-month period would be June 1, 2010, through May 31, 2011. This pattern will continue.

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

XX.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 his/her duties during this period.  The Employer may implement schedules with a one (1) hour lunch, with proper notice to the Union.

B. Overtime: Hours of work for employees 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 employee'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 an NWH Reserve or UWMC 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. Assignment of hours or continuation of employment is at the discretion of the Employer and is not grievable.

I. Except as provided below, UWMC Per Diem nurses and NWH Reserve Nurses who are employed at either or both facilities as of December 31, 2019 shall not be terminated except for just cause. Newly hired UWMC Per Diem nurses and NWH Reserve Nurses who are employed at either or both facilities on January 1, 2020 or later, must work a cumulative 1,872 nonovertime hours or more from their date of hire in continuous employment with the University in UWMC Per Diem and NWH Reserve Nurse job profiles shall not be terminated except for just cause. The parties agree to adhere to the grievance process as outlined in Article 19 of the UWMC WSNA CBA and Article 16 of the NWH WSNA CBA. If an employee is not meeting
performance expectations, they will be given an action plan outlining the identified issues. The parties agree to start at Step Two for terminations.

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 employee will be offered the opportunity to be assigned to a unit for a minimum of two (2) hours.

XX.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 (1872) hours at the regular rate of pay (equivalent to 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 1872 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. Employees assigned to work the evening (3:00 pm – 11:00 pm) shift shall be paid a shift differential in accordance to Section F of this agreement over the hourly contract rates of pay. Employees assigned to work the night shift (11:00 pm – 7:00 am) shall be paid a shift differential in accordance to Section F of this agreement over the regular rate of pay. Employees 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 Medical Center.

E. Stand-by Premium. RNs placed on standby status off the Medical Center 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 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

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XX.6 **Holiday Pay.**

If an employee works one of the following holidays, they will receive holiday pay premium (time and one half the employee’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 employees whose work schedule begins on one calendar day and ends on the next will be the shift in which half or more of the hours fall on the calendar holiday. That shift will be treated as the holiday and the premium will be paid in accordance with the above holiday pay rules.

XX.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 the Association, human resources, and the manager of the department or designee to discuss the action. A meeting will be promptly scheduled.

XX.8 **SICK LEAVE.**

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

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

C. Accrued sick leave may be used
   1) in accordance with Article 15.2, 15.3, and 15.7;
   2) for the suspension of operations when the employee’s workplace has been closed by a public health official for any health related reason; and
   3) when the employee’s child’s school or day care has been closed by a public health official for any health related reason.

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

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

XX.9 If eligible, the Employer will continue to provide Family 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 14.
XX.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 Association 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 16 Conference Committee (Paid Release Time Only for Attendance)
Article 17 Employee Facilities
Article 19 Grievance Procedure (non-corrective action only)
Article 22 Worker’s Compensation Leave
Article 23 Management Rights and Responsibilities
Article 24 Performance of Duty
Article 25 Complete Understanding
Article 26 Insurance and Pension (if qualified for PEBB)
Article 27 Savings Clause
Article 29 Duration of Agreement
MOU Rest Breaks
MOU Parking Citations for Nurses with Valid UW Parking Permits

Agreed to:

For the Union: [Signature]
Date: 3-25-2019

For the Employer: [Signature]
Date: 3-28-2019
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE WASHINGTON STATE NURSES ASSOCIATION (UNION)

The parties have agreed to the following regarding per diem registered nurses working at the University of Washington Medical Center:

The University agrees to implement the following on the first available pay period following ratification, as determined by the Employer:

I. Per Diem Registered Nurse 2’s at the University of Washington Medical Center will be reclassified to Registered Nurse 2 (NE H WSNA) (Job Code XXXXXX). Registered Nurse 2 (NE H WSNA) will be assigned to Pay Table BJ, Range 02-H.

II. Per Diem Registered Nurse 3’s at the University of Washington Medical Center will be reclassified to Registered Nurse 3 (NE H WSNA) (Job Code XXXXXX). Registered Nurse 3 (NE H WSNA) will be assigned to Pay Table BJ, Range 03-H.

III. All employees will continue to be assigned to their current Pay Table, Pay Range, and Step.

IV. Within ninety (90) days of ratification, any active per diem RN who was employed on or before July 1, 2017 as a per diem RN, and has been continuously employed as a per diem without a break in service will have their per diem hours audited as follows:

A. Hours will be audited beginning with July 1, 2008.

B. Per diems who are determined to have not received previous adjustments based on the formula within this agreement, will move one step for every 2080 regular hours worked July 1, 2008 through August 31, 2016.

C. Additionally, an eligible per diem will move one step per 1872 regular hours worked from September 1, 2016 to ratification.

D. Following completion of the audit, step increases will occur on the next available pay period, as determined by the Employer.

E. The Employer will not audit employees on Pay Table BJ’s top step (AD).

IV.

V. During the 2017-2019 collective bargaining agreement, Represented Per Diem RNs will also receive all across the board wage increases applicable to the bargaining unit.

The parties agree that there are no written or oral representations, understandings, promises, or agreements directly or indirectly related to this Agreement that are not incorporated herein in full. Furthermore, this Agreement is not precedent setting and does not establish a practice.
Agreed to:

For the Union: [Signature]

Date: 3-25-2019

For the Employer: [Signature] Greenberg

Date: 3-25-2019
The parties have agreed to the following regarding per diem registered nurses working at the University of Washington Medical Center:

Side Letter A

The joint intent of the parties is for represented per diem nurses to be paid daily overtime for work in excess of the scheduled shift which includes work in advance of a scheduled shift per existing practice.

The parties agree that there are no written or oral representations, understandings, promises, or agreements directly or indirectly related to this Agreement that are not incorporated herein in full. Furthermore, this Agreement will be maintained outside of the 2017-2019 collective bargaining agreement.

Agreed to:

For the Union:

[Signature]

Date: 3-25-2019

For the Employer:

[Signature]

Date: 3-25-2019