

1 **MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN**
3 **THE UNIVERSITY OF WASHINGTON**
4 **AND WSNA**
5

6 The parties have agreed to the following regarding per diem registered nurses working at the University
7 of Washington Medical Center:
8

9 The parties agree that Article 6 Bargaining Unit Classes/Definitions of the 2017-2019 UW-WSNA
10 collective bargaining agreement language will be modified as follows:
11

12 **ARTICLE 6 – BARGAINING UNIT CLASSES/DEFINITIONS**
13

14 6.1 Classes. Employment classes (Appendix I) utilized in the bargaining unit are as follows:
15

16 18895 Registered Nurse 2 (Staff Nurse)(E S WSNA)

17 18896 Registered Nurse 3 (E S WSNA)
18

19 Class Specifications are attached as Appendix I.
20

21 6.2 Full-Time Nurse. A registered nurse who is classified staff at 1.0 FTE and is regularly scheduled
22 on a forty hour week in a seven day period, or an eighty hour week schedule in a fourteen day
23 period, or one hundred sixty hours in a four week period.
24

25 6.3 Part-Time Nurse. A registered nurse who is classified staff at .5 FTE but less than 1.0 FTE and is
26 regularly scheduled to work a minimum of twenty hours in a seven-day period, or a minimum of
27 forty hours in a fourteen-day period, or a minimum of eighty hours in a four week period. Part-
28 time nurses receive prorated salaries and benefits.
29

30 6.4 Per Diem Nurse. ~~A nurse in a nursing position who does not qualify as a classified staff nurse.~~
31 ~~Employment will conform to the rules on temporary employment. Per diem nurses are temporary~~
32 ~~employees not covered by the terms of this labor agreement. See Article XX Temporary~~
33 ~~Employees Represented Per Diem Nurses~~
34

35 ~~The Association will be provided with quarterly reports on the use of per diem nurses used by unit~~
36 ~~and number of hours for the period covered by the report.~~
37

38 6.5 Use of Agency Nurses. It is the intent of the University of Washington Medical Center to minimize
39 the employment of agency nurses. The Medical Center will continue its efforts to recruit and retain
40 a broad base of regular full-time and/or part-time classified nurses. Nursing Administration retains
41 the flexibility to utilize Agency nurses to meet patient care needs.
42

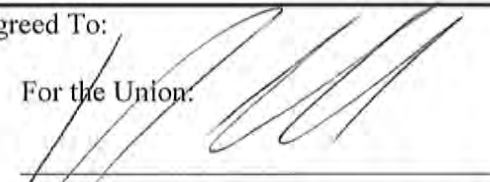
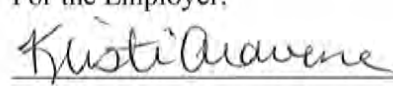
43 6.6 Licensure. Nurses are expected to update and maintain current their licenses to practice nursing.
44

1 6.7 Probationary Period. The initial six (6) month period of employment following appointment to a
2 position covered by this contract. Any paid or unpaid leave taken during the probationary period
3 will extend the period for an amount of time equal to the leave. The Medical Center will notify
4 any nurse subject to such an extension in writing of the extended end date of the nurse's
5 probationary period. Employees in probationary status will earn seniority from their initial date of
6 hire but may not exercise seniority rights until completion of the probationary period. Probationary
7 employees are not eligible for layoff or rehire rights.
8

9 The Medical Center may reject an employee during the probationary period. Probationary period
10 rejections are not subject to the grievance procedure contained in this contract.
11

12 Nurses will be provided a documented evaluation approximately three (3) months into their
13 probationary period. After successfully completing the probationary period, the nurse shall be
14 considered permanent.
15

16 6.8 New Graduate/Returning Nurse. A registered nurse whose clinical experience after graduation is
17 less than six months, or a registered nurse who is returning to practice with no current clinical
18 training or experience shall be assigned as a team member under the close and direct supervision
19 of a qualified nurse and shall be responsible for the direct care of patients with increasing
20 complexity as individual RN competency level increases. This status generally shall not exceed
21 six continuous months.
22

23 Agreed To:
24 For the Union: 
25 For the Employer: 
26
27 Date: 3-25-2019 Date: 3/25/2019
28
29
30

1 **MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN**
3 **THE UNIVERSITY OF WASHINGTON**
4 **AND WSNA**

5
6 The parties have agreed to the following regarding per diem registered nurses working at the University
7 of Washington Medical Center:

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

10 **ARTICLE XX – REPRESENTED PER DIEM NURSES**

11
12 **XX.1 Per Diem/Hourly Employees.** Per Diem/hourly employees are temporary University employees not
13 covered under the provisions or the terms of this labor agreement.

14
15 **XX.2 Represented Per Diem Registered Nurses.** Only the following language in this article applies to
16 the Represented Per Diem Registered Nurses at the University of Washington Medical Center and
17 shall constitute the whole agreement between the union and the University regarding these
18 employees.

19
20 **A. Job Class: Registered Nurse Bargaining Unit:**
21 (XXXXXX) Registered Nurse 2 (NE H WSNA)
22 (XXXXXX) Registered Nurse 3 (NE H WSNA)

23 **XX.3 Definition.** The term Represented Per Diem Registered Nurse shall mean an hourly paid
24 Registered Nurse doing WSNA bargaining unit work for at least three hundred fifty (350) hours
25 in the previous twelve (12) month period. For purposes of counting the three hundred fifty hours,
26 the twelve-month period will begin on the employee's original date of hire. The next twelve-
27 month period will repeat accordingly. *For example: The employee's original date of hire is June*
28 *1, 2009. The twelve-month period would be June 1, 2009, through May 31, 2010. The next twelve-*
29 *month period would be June 1, 2010, through May 31, 2011. This pattern will continue.*

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

37 **XX.4 HOURS OF WORK AND OVERTIME**

38 **A. Work Shift.** The normal work shift shall consist of eight (8) hours work to be completed within
39 eight and one-half (8 ½) consecutive hours, ten (10) hours to be completed within ten and one-half
40 (10 ½) consecutive hours, or twelve (12) hours to be completed within twelve and one-half (12 ½)
41 consecutive hours. All work shifts shall include at least a thirty (30) minute meal period to be taken

1 on the nurse's own time if relieved of his/her duties during this period. ~~The Employer may~~
2 ~~implement schedules with a one (1) hour lunch, with proper notice to the Union.~~

3
4 B. Overtime: Hours of work for employees shall be established by the employing official. Overtime
5 hours will be compensated at a rate of one-and-one-half (1- 1/2) times the employee's regular rate
6 of pay.

7
8 C. Employment Information. A written notification will be used to specify initial conditions of hiring
9 (including rate of pay, unit and shift if applicable).

10
11 D. Minimum Work Availability. The minimum work availability for per-diem/hourly Nurses is four
12 (4) shifts per four (4) week period. If a Nurse withdraws availability, the shift does not count
13 towards the minimum requirement. All hourly staff, once scheduled, are expected to honor the
14 commitment, with the exception lawful use of sick leave.

15
16 E. Weekend Availability Minimum. Unit per diem nurses must provide availability for three (3)
17 weekend shifts per four (4) week schedule. Weekend requirements are contingent upon unit
18 staffing needs for weekend scheduling; weekday shifts may be substituted if that meets unit
19 needs.

20
21 F. The Employer shall determine and post per diem schedules at least nine (9) days prior to the
22 scheduled work period.

23
24 G. Holiday Availability. The requirements for holiday availability will be determined at the unit
25 level by the manager. Unit per diem nurses will be notified of the holiday requirements for the
26 unit they are assigned to. During the life of this agreement, the Employer will not make changes
27 to the three (3) options contained in the Per Diem RN Hiring, Scheduling, and Payroll
28 Expectations Policy.

29
30 H. Nurses out of compliance with the above minimums may have their per diem appointment
31 terminated. Notwithstanding the above, if an NWH Reserve or UWMC Per Diem nurse fails to
32 provide dates to be scheduled as required by the applicable agreement, or to any lesser extent
33 required by their unit, they shall be subject to a written warning. If they thereafter fail to provide
34 dates on a second occasion within a rolling year, their appointment may be ended. Appointments
35 may also end due to a lack of work.

36
37 ~~I.—Assignment of hours or continuation of employment is at the discretion of the Employer and is~~
38 ~~not grievable.~~

39
40 I. Except as provided below, UWMC Per Diem nurses and NWH Reserve Nurses who are
41 employed at either or both facilities as of December 31, 2019 shall not be terminated except for
42 just cause. Newly hired UWMC Per Diem nurses and NWH Reserve Nurses who are employed
43 at either or both facilities on January 1, 2020 or later, must work a cumulative 1,872
44 nonovertime hours or more from their date of hire in continuous employment with the University
45 in UWMC Per Diem and NWH Reserve Nurse job profiles shall not be terminated except for just
46 cause. The parties agree to adhere to the grievance process as outlined in Article 19 of the
47 UWMC WSNA CBA and Article 16 of the NWH WSNA CBA. If an employee is not meeting

1 performance expectations, they will be given an action plan outlining the identified issues. The
2 parties agree to start at Step Two for terminations.

- 3
4 J. Cancellation. Shift cancellation will occur according to department need as determined by the
5 Employer. If the Employer fails to attempt to notify the nurse of shift cancellation at least one
6 and a half (1 1/2) hours prior to the start of the shift the employee will be offered the opportunity
7 to be assigned to a unit for a minimum of two (2) hours.
8

9 **XX.5 COMPENSATION AND PREMIUM PAY.**

- 10 A. All per diem hourly Nurses under this Article shall be paid an hourly rate that falls within the
11 salary range for the job that best fits the bargaining unit work. The Employer will continue its
12 current practices related to per diem compensation, overtime, and premium pay. Per diem nurses
13 who have worked at least one thousand eight hundred and seventy-two (1872) hours at the regular
14 rate of pay (equivalent to 90% FTE) in a per diem role since their last progression start date or
15 since beginning their current per diem appointment, but no more frequently than once every
16 twelve (12) months, will receive a one (1) step increase (if available) the pay period after they
17 reach the one thousand eight hundred and seventy-two 1872 hour threshold,
18
19 B. Per Diem Premium. All per diem hourly Nurses who are not receiving medical benefits from a
20 different appointment shall be paid a six percent (6%) premium for all hours worked.
21
22 C. Shift Premium. Employees assigned to work the evening (3:00 pm – 11:00 pm) shift shall be paid
23 a shift differential in accordance to Section F of this agreement over the hourly contract rates of
24 pay. Employees assigned to work the night shift (11:00 pm – 7:00 am) shall be paid a shift
25 differential in accordance to Section F of this agreement over the regular rate of pay. Employees
26 shall be paid shift differential on evening or night shift if the majority of hours are worked during
27 the designated shift.
28
29 D. Charge Nurse Pay. A RN2 who is assigned in writing Charge Nurse responsibility by the Nurse
30 Manager or designee for an organized unit for a period of one (1) or more hours shall receive
31 Charge Nurse premium pay for all such hours worked. "Organized unit" shall be defined by the
32 Medical Center.
33
34 E. Stand-by Premium. RNs placed on standby status off the Medical Center premises shall be
35 compensated at the rate of four dollars (\$4.00) per hour. When called in from standby status, the
36 nurse shall receive premium pay (time and one-half the nurse's regular rate) for a minimum work
37 period of two (2) hours.
38
39 F. Training. Per Diem Registered Nurses shall schedule and participate in education required by their
40 department and will be compensated at the appropriate rate of pay. Tuition for required education
41 will be provided by the Employer.
42

43 **G. PREMIUMS**

44 Evening shift differential	\$2.50
45 Night shift differential	\$4.25
46 Standby Pay	\$4.00
47 Weekend	\$4.00
48 Certification	\$1.25

1	Charge	\$2.50
2	Preceptor	\$1.50
3	BSN	\$1.00
4		

5 XX.6 Holiday Pay.

6 If an employee works one of the following holidays, they will receive holiday pay premium (time
7 and one half the employee's regular rate of pay) for all hours worked on that holiday: New Year's
8 Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor
9 Day, Veteran's Day, Thanksgiving, Native American Heritage Day, and Christmas.

10
11 The holiday for night shift employees whose work schedule begins on one calendar day and ends
12 on the next will be the shift in which half or more of the hours fall on the calendar holiday. That
13 shift will be treated as the holiday and the premium will be paid in accordance with the above
14 holiday pay rules.

15
16 XX.7 ENDING EMPLOYMENT.

17 A. Nurses planning to resign shall make a good faith effort to give at least thirty (30) calendar
18 days' notice of intention to terminate. All resignations shall be final unless the Employer
19 agrees to rescind the resignation.

20
21 B. A represented per diem nurse who is separated may, within twenty-one (21) days of the
22 action, request a meeting with a representative of the Association, human resources, and the
23 manager of the department or designee to discuss the action. A meeting will be promptly
24 scheduled.

25
26 XX.8 SICK LEAVE.

27
28 A. Employees will accrue one (1) hour of sick leave for every forty (40) hours worked (0.025 per
29 hour).

30
31 B. Sick leave accrues at the end of the month and is available for use the following month.

32
33 C. Accrued sick leave may be used

34 1) in accordance with Article 15.2, 15.3, and 15.7;

35 2) for the suspension of operations when the employee's workplace has been closed by a
36 public health official for any health related reason; and

37 3) when the employee's child's school or day care has been closed by a public health
38 official for any health related reason.

39
40 D. Carryover and Separation: Employees may only carryover a maximum of forty (40) hours of
41 accrued sick leave each calendar year. Accrued sick leave is not paid at separation.

42
43 E. Paid sick leave will not count as work hours for the purpose of calculating overtime.
44

45 XX.9 If eligible, the Employer will continue to provide Family Medical Leave, Domestic Violence

46 Leave, Civil Duty Leave (unpaid release time), Leave Without Pay for Reason of Faith or

47 Conscience, and Military Leave in accordance with University Policy, Article 13, and Article 14.

1 XX.10 OTHER PROVISIONS. The Following Articles in this Agreement apply to Represented Per
2 Diem Registered Nurses:
3

- 4 Article 1 Purpose
- 5 Article 2 Non-Discrimination
- 6 Article 3 Affirmative Action
- 7 Article 4 Recognition/Employer
- 8 Article 5 Association Representatives, Dues Deduction, Activities
- 9 Article 6 Bargaining Unit Classes/Definitions (except Probationary Period)
- 10 Article 7 Hours of Work and Overtime- Only 7.11 Rest Periods/Breaks
- 11 Article 9 Salaries/Pay Items
- 12 Article 10 Premium Pay- Only the following apply
 - 13 10.6 Preceptor Premium
 - 14 10.8 Certification Premium
 - 15 10.9 STAT Nurse, ECLS, RVAT
 - 16 10.10 Clinical Advisor
 - 17 10.11 Parking
 - 18 10.12 Weekend Premium
 - 19 10.13 BSN Premium
 - 20 10.14 MSN/MN Premium
- 21 Article 11 Employment Practices (except 11.4 Performance Evaluations and 11.7 Floating)
- 22 Article 16 Conference Committee (Paid Release Time Only for Attendance)
- 23 Article 17 Employee Facilities
- 24 Article 19 Grievance Procedure (non-corrective action only)
- 25 Article 22 Worker's Compensation Leave
- 26 Article 23 Management Rights and Responsibilities
- 27 Article 24 Performance of Duty
- 28 Article 25 Complete Understanding
- 29 Article 26 Insurance and Pension (if qualified for PEBB)
- 30 Article 27 Savings Clause
- 31 Article 29 Duration of Agreement
- 32 MOU Rest Breaks
- 33 MOU Parking Citations for Nurses with Valid UW Parking Permits
- 34 MOU Standby

35
36 Agreed to:
37
38 For the Union: 
39
40 For the Employer: 
41
42 Date: 3-25-2019 Date: 3/25/2019
43

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Agreed to:	
For the Union: 	For the Employer: 
Date: 3-25-2019	Date: 3/25/2019

1
2 The parties have agreed to the following regarding per diem registered nurses working at the
3 University of Washington Medical Center:
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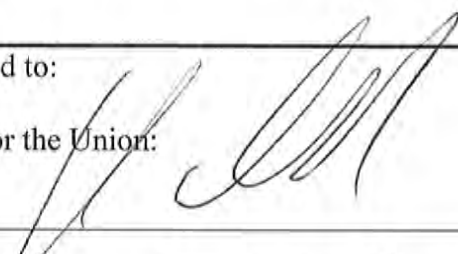
5 Side Letter A
6

7 The joint intent of the parties is for represented per diem nurses to be paid daily overtime for
8 work in excess of the scheduled shift which includes work in advance of a scheduled shift per
9 existing practice.
10

11 The parties agree that there are no written or oral representations, understandings, promises, or
12 agreements directly or indirectly related to this Agreement that are not incorporated herein in full.
13 Furthermore, this Agreement will be maintained outside of the 2017-2019 collective bargaining
14 agreement.
15
16

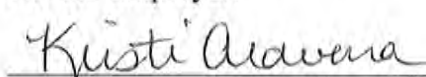
17 Agreed to:

18 For the Union:

19 
20 _____
21

22 Date: 3-25-2019
23

For the Employer:

24 

Date: 3/25/2019