

## Summary of WSNA-UWMC-Montlake 2021-2023 Collective Bargaining Agreement

CONTRACT PROVISION	SUMMARY OF CHANGES
Preamble	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 1 – Purpose	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 2 – Nondiscrimination	<b>Updates:</b> New language was added in line with recent law changes including immigration and citizenship status as protected classes
Article 3 – Affirmative Action	<b>Updates:</b> Added reference to the corresponding University Executive Order
Article 4 – Recognition/ Employer	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 5 – Association Representatives, Dues Deduction, Activities	<b>Updates:</b> The article was updated to state that the employee lists of authorizations for deductions of dues the union submits to the Employer will be transmitted via a web based electronic reporting system.
Article 6 – Bargaining Unit Classes/Definitions	<b>Updates:</b> The reference to the Class Specifications in Appendix I was removed and replaced with a link to the class specifications online.
Article 7 – Hours of Work and Overtime	<p><b>Updates:</b> The article was updated to state nurses with twenty years seniority are entitled to retain their shift length, but not unit, if they are assigned to a unit that changes their length of shift by greater than two hours. Nurses with ten years seniority are not entitled to shift length or unit.</p> <p>The definition of weekend was clarified for staff who work alternative shifts and/or 12-hour shifts. The parties agreed that the Employer will make a good faith effort to schedule two weekends out of four weekends in a schedule, not to exceed four weekend shifts. 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.</p> <p>The parties agreed that nurses will qualify to receive the rest between shift premium if they do not receive 11 hours rest between regularly scheduled shifts.</p>

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	<p>New language was added outlining guidelines for time off due to lack of work. Effort will be made to notify nurses that there is a lack of work as early as possible and that staying home is voluntary.</p>
Article 8 – Educational and Professional Development	<p>Housekeeping changes only</p>
Article 9 – Salaries/Pay Items	<p><b>Updates:</b> The parties agreed to increase wages across-the-board by 1% July 1, 2021 and 2% on July 1, 2022.</p> <p>The parties agree to increase the wage scale for RN2s by 5% for recruitment and retention purposes. The RN 3 scale will be amended to maintain the RN3 scale at 8% above the RN 2 scale at each step of the wage scale.</p>
Article 10 – Premium Pay	<p><b>Updates:</b> The parties agreed to increase the premium for the night shift from \$4.25 to \$4.50.</p> <p>The parties agreed to increase the premium for standby from \$4.00 to \$4.25 for employees working 30 or fewer hours of standby. They also agreed to lower from 50 hours to 30 the threshold at which employees receive the higher premium of \$6.25.</p> <p>New language was added for Pre-scheduled Voluntary Overtime, which the employer may offer after the schedule is posted. These shifts will be compensated at the rate of time and one-half the regular rate of pay plus an additional two hours of extra pay for the shift. The nurse shall receive the premium pay for a minimum work period of three hours. This pay cannot be bundled with call back.</p> <p>Updated article to state that a nurse temporarily assigned to perform the principal duties of a higher-level nursing position for a period of five or more working days would be paid a temporary salary increase (TSI) of at least five percent over the present salary but not to exceed the maximum of the range for the higher classification, replacing language stating the nurse would receive a salary that represents a two-step increase beyond the nurse’s current step.</p>
Article 11 – Employment Practices	<p><b>Updates:</b> New language was added in line with recent law changes and states that written records dealing with sexual misconduct are excluded from the provision stating that notes or files kept by the nurse manager will not be kept more than 3 years. In cases where there were no findings, the investigative file will not be part of the official personnel file.</p>

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	<p>Staffing language was updated with a reference to the law regarding the Staffing Committee, with some description of what that law states. The parties also agreed to add language regarding staffing concerns, describing a nurse’s ability to file an Assignment Despite Objection form or report to the Staffing Committee if a unit is not in accordance with the adopted staffing plan. The Employer shall also provide a report on the number of staff and travelers in each unit during Conference Committee each month.</p> <p>The parties agreed to incorporate language regarding workplace violence. The language describes the extant Workplace Violence Prevention Committee and its tasks. WSNA may select one nurse to participate in the WVPC; that nurse may participate on paid time.</p>
Article 12 – Holiday and Vacation Leave	<b>Updates:</b> The article was updated to add Juneteenth (June 19) as an additional paid holiday.
Article 13 – Family Medical Leave and Parental Leave*	<b>Updates:</b> The article was updated to clarify conditions and benefits currently available to employees regarding parental leave, leave due to family care emergencies, PFML, and FMLA.
Article 14 – Other Leaves of Absence	<p><b>Updates:</b> The article was updated to include family care, including a definition for elder care emergencies in accordance with state law.</p> <p>The article was also updated to state that employees who lose regular work time as a result of suspended operation have a 60-day period immediately following the suspended operation to request to work additional hours.</p>
Article 15 – Sick Leave	Housekeeping edits only
Article 16 – Conference Committee	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 17 – Employee Facilities	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 18 – Corrective Action (Progressive Discipline) Dismissal and Resignation	<b>No changes:</b> The parties agreed to maintain existing contract language.

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Article 19 – Grievance Procedure	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 20 – Seniority, Layoff, and Rehire	<p><b>Updates:</b> The article was updated to state that time spent on leave of absence without pay will no longer be excluded when computing seniority for layoff.</p> <p>The language was also updated to clarify that a nurse on layoff may no longer request in writing that the payment for accrued and unused vacation time off be divided into two payments; the payment is made in one sum.</p>
Article 21 – Posting, Transfer, Promotions, Reallocation	<p><b>Updates:</b> The article was updated to include definitions of bargaining unit seniority and unit seniority. Bargaining Unit seniority is length of service from date of hire in the bargaining unit; unit seniority is continuous length of service in the employee’s unit, and is used for internal department processes, such as schedule bids.</p> <p>The article was also updated to state that 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.</p>
Article 22 – Worker's Compensation Leave	<b>Updates:</b> Eliminated language such that employees 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 leave payment and time loss compensation, without any restriction (e.g. no longer deducting time loss insurance payments).
Article 23 – Management Rights and Responsibilities	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 24 – Performance of Duty	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 25 – Complete Understanding	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 26 – Insurance and Pension	<b>Updates:</b> The parties incorporated the agreement reached at the state level healthcare Coalition bargaining. New language states that if changes to the long-term disability benefit structure occur during the life of the agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.

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Article 27 – Savings Clause	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 28 – Complete Agreement	<b>No changes:</b> The parties agreed to maintain existing contract language.
Article 29 – Duration of Agreement	<b>Updates:</b> The contract cycle will be in effect from July 1, 2021 through June 30, 2023.
Article 30 – Represented Per Diem Nurses	<b>Updates:</b> The parties agreed to incorporate language from a side letter from the negotiations for the addition of per diems, which states that 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.
Appendix I – Class Specifications RN II And III	<b>Updates:</b> The parties agreed to strike this appendix, as they are posted on the UW Compensation website.
Appendix II – Pay Tables	<b>Housekeeping updates:</b> The parties will update pay tables per the contract terms.
Appendix III – Clinical Clusters Pertaining To Layoff	Housekeeping edits only
Appendix IV – Innovative Work Schedule Agreement Form	Housekeeping edits only
Appendix V – Union Roster Reports Post Workday Implementation	<b>No changes:</b> The parties agreed to maintain existing contract language.
MOA – Rest Breaks	<b>No changes:</b> The parties agreed to extend the MOU for the 2021-23 contract term.
MOU – Parking Citations for Nurses with Valid UW Parking Permits	Housekeeping edits only

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MOU – PFML Supplemental Benefits	<b>Updates:</b> The parties agree to move this MOU into the body of the contract as a new article.
MOU – Public Records Request	<b>No changes:</b> The parties agreed to extend the MOU for the 2021-23 contract term.
MOU – Stand By	<b>Updates:</b> The parties agreed that on-call/standby staffing would be mandatory in the Emergency Department. A new MOU outlines the process for this mandatory standby.
Side Letter – UPASS	<b>Updates:</b> The parties agreed to extend the side letter for the 2021-23 contract term.
New Article – Release Time	<p><b>New Article:</b> The parties agreed to new language outlining release time for nurses who work day-shift and night-shift. If nurses are scheduled on the dayshift of the negotiations, they may request release for all or part of their shift, and if nurses are scheduled on the night shift, the nurse may request release from the shift immediately before or immediately after negotiations. In either case, if hours spent bargaining are fewer than the scheduled hours, nurses may request to include use benefit time, trade hours to meet FTE, or return to the unit after negotiations to fulfill the scheduled hours with management approval. With mutual agreement, nurses can be paid straight time for hours in bargaining above their designated FTE.</p> <p>The language states that WSNA will make a good faith effort to request release for nurses at least 7 days in advance.</p> <p>For demand to bargain during the administration of the collective bargaining agreement, no more than four employees will be paid per bargaining session.</p>
NEW MOU – Mandatory Standby ED	<b>New MOU:</b> The parties agreed to new language regarding administration of mandatory standby for the Emergency Department. Any gaps in the schedule will be filled first by volunteers and then by travelers. Standby shifts shall not exceed twelve hours in length and shall not exceed one shift per schedule period per classified nurse unless the nurse agrees to voluntarily sign up for additional standby shifts.
New MOU – Multi-Campus Floating Discussion	<b>New MOU:</b> The parties agreed to new language stating that if SEIU 1199 and WSNA at UWMC-NW agree to participate, the parties will meet and discuss floating among the three hospitals. The purposes of the discussion are to increase development opportunities, staff satisfaction, recruitment and retention opportunities, and to improve patient care.

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	<p>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 nurses at UWMC-ML would be provided paid time to attend each discussion session.</p> <p>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.</p>
<p>New MOU – Ground Rules for the Negotiations for the 23-25 Successor Agreement</p>	<p><b>Updates:</b> The parties agreed to apply the Ground Rules for the negotiations for the 2021 – 2023 agreement to the negotiations for the 2023 – 2025 agreement in a new MOU.</p>
<p>New MOU – Premiums UWMC</p>	<p><b>New MOU:</b> The parties agreed to add this MOU to the 2021 – 2023 agreement. The MOU states 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.</p>
<p>New MOU – Salary Overpayment Recovery</p>	<p><b>New MOU:</b> The parties agreed to new language that outlines the process followed when the Employer has determined that an employee has been overpaid wages.</p>
<p>New MOU – Voluntary Float Between Campuses</p>	<p><b>New MOU:</b> The parties agreed to new language stating that when there is low patient volume in a specific unit or department, management may float nurses between UWMC-Montlake and UWMC-NW if the nurse agrees to float with a float premium of \$4.00. This premium will not 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.</p> <p>Nurses who volunteer to float will receive a patient assignment taking into account the nurse’s training and experience; the MOU further describes the orientation a nurse floated between campuses will receive.</p> <p>Nurses will not float more than once per shift.</p>
<p>New MOU – Voluntary Standby in the Perinatal Daily and Neonatal ICU Unit</p>	<p><b>New MOU:</b> The parties agreed to new language stating that the Employer may institute a voluntary standby program in the Perinatal Daily and Neonatal ICU starting in August 2021.</p> <p>Standby shifts shall not exceed twelve hours in length and shall not exceed two per schedule period per nurse.</p>

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