

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

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UW MEDICAL CENTER STAFF NURSE BARGAINING UNIT

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PREAMBLE

Pursuant to the Washington State Civil Service 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 "Association" representing certain registered nurses employed by the University of Washington Medical Center, hereinafter referred to as the "Employer" or the "Medical Center".

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 – NONDISCRIMINATION

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, 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 Ombudsman's office (www.washington.edu/about/ombudsman or 206-543-6028).

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 University employee 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 19 (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 and 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 the Association 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 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 Association Membership. The Employer agrees to remain neutral with respect its employee's decisions about union membership and payroll deduction. The Employer agrees to direct all communications from employees regarding union membership or payroll deduction to the Association or this agreement.
- 5.1.1 Dues Deduction. The Employer shall provide for payroll deduction of Association dues, which are uniformly applied to all members, upon written authorization by the individual nurse to the Union.
 - A. The Union shall transmit to the Employer by the cut-off date for each payroll period, the name and Employee ID number of employees who have, since the previous payroll cut-off date, provided authorization for deduction of dues or have changed their authorization for deduction.
- 5.1.2 Revocation. The Employer shall honor the terms and conditions of each employee's signed payroll deduction form. An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Union 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 the Association's office.
- 5.1.3 Indemnification. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the University harmless from all claims, demands, suits or other forms of liability that may arise against the University for or on account of any deductions made from the wages of such employees or for any action taken in compliance with this Article.

- 5.2 Staff Representative. After notifying Nursing Administration, the Association'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 Association Area Reps/Officers. The WSNA Local Unit officers and Unit Representatives shall be recognized by the Employer when notified in writing by the Association. Unless otherwise agreed by the Employer, the investigation of grievances and other Association 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 the Association for the posting of notices and information pertaining to official business of the Association 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, the Association 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 the Association Representative and the Employer.
- 5.7 Meeting Facilities. The Association shall be permitted to use designated Medical Center facilities for meetings of the local unit, with or without Association 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 University of Washington Medical Center of distributing the collective bargaining agreement. UWMC will provide proof of distribution to and receipt of the contract by all nurses hired into the bargaining unit. UWMC will provide such proof to WSNA upon the request of WSNA. There will be a thirty-minute period designated for the local nurses, unit officer or employee designee to introduce the new nurses to the collective bargaining agreement and to make available WSNA material. The time designated for the 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 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)

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. See Article 30 Represented Per Diem Nurses

- 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.

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 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 Medical Center 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 Medical Center. If the Medical Center initiates changes in shift length that impact a substantial number of RNs, the Medical Center will provide at least 60 days' notice to the Association and the affected nurses. The Medical Center 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 Medical Center 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).

Nurses with greater than ten 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.

Nurses with greater than twenty 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, shift length and unit.

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

7.2 Work Week/Period. A standard work week for a full-time employee shall consist of forty hours (40) of work within seven (7) days, eighty hours (80) of work within fourteen (14) days. 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 employee shall be a pro-rated version of the full-time work week/period based on the employee's FTE.

7.3 Overtime. Both, the Employer and the Association 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 8 minutes are worked, overtime will be calculated to 15 minutes. If 23 minutes are worked, overtime will be calculated to 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 day (shift must be a minimum of eight (8) hours) and in excess of 40 hours in seven consecutive days.

7.3.4 80 Hours Within 14 Days. RNs who agree to work eighty (80) hours in a 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 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 day (shift must be a minimum of eight (8) hours) and in excess of 160 hours of work within twenty eight consecutive days.

7.3.6 Double Time Premium. Double time premium shall be paid for hours worked in excess of 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 overtime compensatory time in lieu of monetary payment if requested by the Employee. No more than 40 hours of overtime compensatory time may be accrued at a given time and the time off must be scheduled in accordance with Department guidelines. Use of overtime 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. An employee may, at any time, request payment for accrued compensatory time. The Medical Center pay-off date for overtime compensatory time and holiday compensatory time is June 30th. Accrued overtime 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 weeks, at least 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 Employer will make a good faith effort to schedule all staff nurses to every other weekend off, or to two weekends off out of four successive weekends. Except in emergency situations, all such nurses shall be scheduled as stated above. The employer may schedule a nurse to less than every other weekend.

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.

However, in the event any employee agrees to work on an unscheduled weekend, all time worked on the unscheduled weekend shall be paid at the rate of double time the regular rate of pay. Time worked on the next regularly scheduled weekend shall be at the employee's regular rate of pay.

This section shall not apply to staff nurses who request more frequent weekend duty or 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 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 allowable shift rotations within the 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.

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

Nurses who work twelve hour shifts will qualify to receive rest between shift premium if they do not receive ten and one-half (10-1/2) hours rest between regularly scheduled shifts. This includes time worked from call back or standby situations. Nurses who work eight (8) or ten (10) hour shifts will receive rest between shift premium if they do not receive twelve (12) hours rest between regularly scheduled shifts.

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 twelve (12) hours unbroken rest (10-1/2 hours if the nurse is a twelve (12) hour shift nurse) 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-minute rest period within each four hour period. Nurses working a twelve-hour shift will receive three 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 Agreement re: Rest Breaks incorporated herein.

- 7.12 Flexible Staffing. Nurses on regularly scheduled shifts will not be mandated to use leave without pay or accrued leave when the medical center's staffing exceeds clinical needs. Nurses may volunteer and use either leave without pay or accrued leave under these circumstances. The unit will seek volunteers in the following order:
- Nurses on overtime
 - Agency nurses and travelers
 - Per diem nurses, unless the per diem nurse must work to maintain competency
 - Staff nurse volunteers

ARTICLE 8 – EDUCATIONAL AND PROFESSIONAL DEVELOPMENT

- 8.1 Definition. The educational and professional leave program shall consist of two 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 UWMC and staff nurses to the delivery of quality patient care as well as employee interest in enhancing individual professional skills.
- 8.2 In-service Education. In-service education programs shall be instituted and maintained within the Medical Center. 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 the Medical Center 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;

- c) meetings and committee activities of the employees' 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 UWMC'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 \$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 \$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 1st the unspent portion of the \$250.00 per bargaining unit FTE shall be pooled on a Medical Center-wide basis. From March 1st through the end of the fiscal year (June 30th), the fund shall be allocated on an equitable basis.

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

If the Association 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 Medical Center 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 Medical Center 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. Employees will be eligible to participate in the University'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:

- A. Effective July 1, 2019, each classification represented by the Union will continue to be assigned to the same Pay Table and Salary Range as it was assigned on June 30, 2019. Effective July 1, 2019, each employee will continue to be assigned to the same Salary Range and Step that they were assigned on June 30, 2019 unless otherwise agreed. Employees who are paid above the maximum for their range on June 30, 2019 will continue to be paid above the maximum range on July 1, 2019 unless otherwise agreed.
 - B. Effective July 1, 2019, all Salary Ranges described in Section A above will be increased by two percent (2%). This increase will be based upon the salary schedule in effect on June 30, 2019.
 - C. Effective July 1, 2020, all Salary Ranges described in Section A above will be increased by an additional two percent (2%). This increase will be based upon the salary schedule in effect on June 30, 2020.
 - D. The RN 3 scale shall be amended to reflect 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 Medical Center determines that an upward adjustment in one or more economic areas is essential to maintain competitiveness, the Association 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 \$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 \$4.25 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 paid leave 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 \$2.50 per hour. "Organized unit" shall be defined by the Medical Center.

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 entire medical center.
- 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 Medical Center premises shall be compensated at the rate of four dollars (\$4.00) per hour for the first forty-nine (49) hours. RNs shall receive six dollars and twenty-five cents (\$6.25) per hour for all mandatory standby hours of fifty (50) 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 hours of the nurse's next scheduled shift, the nurse will be permitted a minimum of the next eight hours off duty. The nurse may use leave without pay or benefit time other than sick leave except where the use of sick leave is otherwise appropriate.

- 10.4 Call Back. Any time actually worked in call back shall be compensated at the rate of time and one-half the regular rate of the nurse concerned. When called back, the nurse shall receive bonus pay and premium pay (time and one-half the nurse's regular rate) for a minimum work period of three (3) hours. When a scheduled work period employee 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 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. Time worked immediately preceding the regular shift does not constitute call back, provided time worked does not exceed two hours or notice of at least eight hours has been given. An employee on standby status called to return to the work-station does not qualify for call back pay.
- 10.5 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 or more scheduled working days within the nurse's standard work period as specified in Article 7, Section 2, they shall be compensated at a salary which represents a two-step increase beyond the nurse's current step for such period of assignment. 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.
- 10.6 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 \$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.

- 10.7 Float Premium. The Medical Center 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 \$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 \$4.00 per hour for all hours.
- 10.7.1 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 year, whichever is earlier (for the purposes of this section, "new graduate" is defined as a nurse who has graduated in the past 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.

- 10.8 Certification Premium. The medical center 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 \$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 certification premium regardless of other certifications the nurse may have.
- 10.9 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.
- 10.10 Clinical Advisor. A RN assigned by the Nurse Manager to act as a Clinical Advisor as defined in section 11.14 will receive a premium of \$1.50 per hour for all hours worked.
- 10.11 Parking. The Association agrees that during the life of this Agreement, the University 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 the Association. 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, the Association (by and through its designee) shall have a seat on the University of Washington Transportation Committee.
- 10.12 Weekend Premium. When an RN works a weekend as defined in section 7.5 they will receive a premium of \$4.00 per hour.
- 10.13 BSN Premium. A RN who holds a BSN or higher degree in nursing shall receive \$1.00 per hour premium pay.
- 10.14 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-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 University of Washington Medical Center 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 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. Employees are encouraged to immediately report any unsafe working conditions to their supervisor. No employee 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. The Association will designate one bargaining unit member to serve on the Employer's Health and Safety Committee. The nurse will be granted release time to attend committee meetings. The Association 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 employee 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 and shall not be kept more than three years. 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. Medical Center management shall provide performance evaluations during the probationary period and thereafter annually in accordance with the Medical Center's evaluation procedure. Further, it is the Medical Center'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 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, employees 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 the Association 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 the Association will encourage and support employee participation in appropriate programs including the UW Care Link Services through which employees 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 1-866-298-3898 (business hours) or 1-800-833-3031 (24 hour line).

No employee'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 employee's job performance meets supervisory expectations.

- 11.7 Floating. Nurses required to float within the Medical Center 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 Medical Center 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 20 years of continuous professional nursing service at UWMC 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, www.washington.edu/admin/adminpro.

- 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 University of Washington policy.

Upon request to the payroll office, records shall be readily available for nurses to determine their number of hours worked, rate of pay, sick leave accrued and vacation accrued. 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 years. Any nurses required to attend these meetings will do so on paid time.

- 11.11 Staffing. The Medical Center is responsible for the development and implementation of all staffing plans for nursing. The general staffing plan is reviewed and modified as necessary, at least annually in accordance with the UWMC budget process.

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

- UWMC will provide staffing levels that enable nurses to receive rest and meal breaks, as well as to take accrued leave.
- UWMC 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.

Each unit/clinic/work area of the Medical Center will seek staff nurse input into the development and modification of their staffing plans. Such 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. 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. The Medical Center will make the staffing plan available on each patient care unit in the facility. The Medical Center will inform the Association through Conference Committee in the event of changes in the general staffing plan for nursing.

The Union has the right to appoint up to three 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.

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

- 11.12 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. 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. Continuous or potential workload/staffing problems discussed at the work unit level that have not been resolved may be raised through the Joint Conference Committee. The Joint Conference Committee may determine that a unit-based work team would best address the workload/staffing problem raised. If the Joint Conference Committee makes that determination, a sub-committee consisting of an appropriate number of staff nurses who are from the unit and shift(s) experiencing the workload/staffing problem (appropriate number of staff nurses to be determined by the Joint Conference Committee), a WSNA representative and appropriate management staff will meet to discuss the problem raised. The sub-committee(s) shall report its results back to the Joint Conference Committee.
- 11.13 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.
- 11.14 Correction of Payroll Errors. Recognizing the importance of employees receiving correct pay, UWMC intends to correct payroll errors as soon as possible after the error has been discovered.

ARTICLE 12 – HOLIDAY AND VACATION LEAVE

- 12.1 Holidays. Holidays for nurses in the bargaining unit shall be as designated by the University of Washington and approved by the State of Washington for classified employees of the University including University of Washington Medical Center. The designated holidays are observed as shown on the University'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. Day After Thanksgiving
10. Christmas Day
11. 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 employees work on a designated holiday, they shall receive their regular eight hours of pay plus premium/differential pay at time and one-half for all hours worked on such holiday. Holiday Compensatory time will be paid out annually on June 30th. Holiday Compensatory time may be paid later with advanced approval from Human Resources.

When employees 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 Compensatory time off for full-time and part-time RNs.

The University of Washington 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 University of Washington 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 leave without pay for the partial shift without loss of the holiday benefit.

12.1.1 Personal Holiday.

- (1) Each employee may request one personal holiday each calendar year and the Manager must grant this day, provided:
 - (a) The employee has been continuously employed by the institution for more than four months;
 - (b) The employee has made the request in accordance with the department scheduling guidelines; however, the employee and the supervisor may agree upon an earlier date; and
 - (c) The number of employees 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 employees shall receive eight hours of regular holiday pay for the personal holiday. Any differences between the scheduled shift for the day and eight hours may be adjusted by

use of vacation leave, use or accumulation of compensatory time as appropriate, or leave without pay.

- (4) Part-time classified employees shall be entitled to the number of paid hours on a personal holiday that are pro-rated to their FTE.

12.2 Vacation Leave. The vacation accrual schedule for employees in the bargaining unit shall be as follows:

During	Paid Vacation Days
1st year	12 days
2nd year	13 days
3 rd and 4 th years	14 days
5 th – 9 th year	15 days
10 th year	16 days
11 th year	17 days
12 th year	18 days
13 th year	19 days
14 th year	20 days
15 th year	21 days
16 th year	22 days

12.2.1 The vacation accrual schedule for employees in the bargaining unit shall be as follows, effective January 1, 2020:

During	Paid Vacation Days
1st year	12 days
2nd year	13 days
3rd year	14 days
4th year	15 days
5th year	15 days
6th year	16 days
7th year	16 days
8th year	17 days
9th year	17 days
10th year	18 days
11th year	18 days
12th year	20 days
13th year	20 days
14th year	20 days
15th year	21 days
16th year	22 days

12.2.2 The following chart will be effective on June 30, 2021 for eligible Employees. The increase will be reflected in employees' July 2021 accrual:

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

12.3 Vacation Leave—Use.

- (1) An employee bringing an accrued balance from another state agency may use the previously accrued vacation leave during the institutional probationary or trial service period.
- (2) All requests for vacation leave must be approved by the Medical Center in advance of the effective date unless used for emergency childcare as defined in section 13.12 of this Agreement.
- (3) Vacation leave shall be scheduled by the Medical Center 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, leave will be scheduled in accordance with the wishes of the employee in any amount up to the total of their earned leave credits.
- (4) Paid vacation leave 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. Employees shall not be required to secure their own coverage for any properly requested leave. 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.

- (5) 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 Leave - 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 employee 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 leave is denied by the Medical Center, the maximum of two hundred forty (240) hours accrual shall be extended for each month that the vacation leave is denied.

12.5 Vacation Leave - Cash Payment. RNs who have completed six continuous months of employment and who separate from service by resignation, layoff, dismissal, retirement or death are entitled to a lump sum cash payment for all unused vacation leave. Vacation leave payable under section 12.4 and 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 leave accumulated 12.5, 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 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 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 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 Medical Leave Act of 1993, an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred and fifty (1250) 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 employee's own serious medical condition that requires the employee'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 employee.

Family Member is defined as: the employee'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 employee's spouse or domestic partner: child, parent, and grandparent. "Child" also includes any child residing in the employee's home through foster care, legal guardianship or custody. Family members include those persons in a "step" relationship.

As required by federal law, employees 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. Also, if an employee takes FMLA for a qualifying exigency related to a military deployment or if they take FMLA as a military caregiver, the employee could qualify for an additional 12 weeks of leave under the Washington Family Leave Act.

- 13.3 The amount of family medical leave available to an employee 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 employee begins FMLA leave, adding up any FMLA leave used in the previous twelve (12) months, and subtracting that amount from the employee's twelve (12) workweek FMLA leave entitlement. The remaining amount is available to the employee.

- 13.4 The employee shall use appropriate accrued paid leave (for example, sick, compensatory time, shared leave, personal holiday, vacation) before leave without pay for absence is granted in accordance with the Family and Medical Leave Act unless it runs concurrently with Washington Family and Medical Leave (PFML).

An employee may choose to retain up to eighty (80) hours of vacation or sick leave while on leave. Vacation and sick leave that has been requested and approved prior to the request for the use of FMLA will not be considered when requiring employees to use leave during FMLA-covered leave. This does not apply during an absence covered by the Washington Family and Medical Leave Program (PFML).

- 13.5 The University will continue the employee'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 employee is not eligible for FMLA, the employee may elect to use eight (8) hours of accrued applicable paid leave for continuation of employer paid health insurance benefits for up to six (6) months.

- 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 employee 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 employee, spouse or domestic partner, or because of the placement of a child with the employee 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 employee must use accrued vacation leave, sick leave up to eighteen (18) weeks (720 hours), personal holiday, holiday credit, or compensatory time, the combination of which may be determined by the employee. Employees must use all applicable accrued leave prior to going on leave without pay unless it runs concurrently with Washington Family and Medical Leave (PFML).

ARTICLE 14 – OTHER LEAVES OF ABSENCE

14.1 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 days except as otherwise provided in this Article.

14.2 Disability Leave.

- (1) Disability leave shall be granted for a reasonable period to a permanent employee 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 employee 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 either the FMLA and/or the Washington State Family Leave Act (RCW 49.78).
- (2) In any case in which the necessity for leave is foreseeable based on planned medical treatment, the employee shall provide not less than thirty days' notice, except that if the treatment requires leave to begin in less than thirty days, the employee shall provide such notice as is practicable.
- (3) The disability and recovery period shall be as defined and certified by the employee's licensed health care provider. The employee 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 employee is unable to perform the essential functions of their position.
- (5) The employer may require, at its expense that the employee 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 employee obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be final and binding.
- (7) The employer may require that the employee obtain subsequent re-certifications on a reasonable basis.
- (8) Disability leave may be a combination of sick leave, vacation leave, personal holiday, compensatory time, and leave of absence without pay and shall be granted at the written request of the employee. The combination and use of paid and unpaid leave during a disability leave shall be per the choice of the employee.

- (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) and FMLA. As specified in the FMLA, the institution may recover the premium for maintaining coverage during the period of unpaid disability leave if the employee does not return to work.
- (10) If necessary due to continued disability, the employee shall be allowed to use eight hours of accrued paid leave per month for the duration of the leave, including the twelve workweeks provided in section 13.16 of this Agreement, to provide for continuation of benefits as provided by the PEBB. The employer shall designate on which day of each month the eight hours paid leave will be used.

14.3 Military Leave With Pay.

- (1) Employees shall be entitled to military leave with pay not to exceed twenty-one (21) working days during each year, beginning October 1st and ending the following September 30th, 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 leave to which an employee 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) Employees 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.

14.3.1 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, leave accrual rate, periodic increment date and anniversary date while an employee is on military leave.

14.4 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 UWMC 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.

14.5 Educational Leave. After six months of continuous employment, permission may be granted for leave of absence without pay for up to one 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.

14.6 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 employees occupying cyclic year positions;
 - (h) Serious health condition of an eligible employee'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 Medical Center and must receive the approval of both the employing official and the personnel officer.
- (3) Leave of absence without pay extends from the time an employee's leave commences until they are scheduled to return to continuous service, unless at the employee's request the employing official and the personnel officer agree to an earlier date.
- (4) Vacation leave and sick leave credits will not accrue during a leave of absence without pay which exceeds ten working days in any calendar month.
- 14.7 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 employee and signed approval of the Nurse Manager or designee and Human Resources.
- 14.8 Civil Duty Leave. Leave of absence with pay shall be granted employees to serve on jury duty, as trial witnesses, or to exercise other subpoenaed civil duties. Employees 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 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.
- 14.9 Anniversary Date. The most recent date of hire into state service.
- 14.10 Periodic Increment Date. The date upon which a RN is scheduled to move to a higher salary step within their range and vacation accrual level.

Leave with pay shall not alter a nurse's compensation or status with the Employer.

Leave without pay for a period of ten working days or less shall not alter a nurse's periodic increment date or the amount of vacation pay or sick leave credits that would otherwise be earned by them.

When a leave of absence without pay exceeds ten (10) working days or eighty (80) hours in any calendar month, the periodic increment date will be extended by one month except where the leave of absence is the result of work-related injury or military service.

14.11 Leave of Absence - Employee Rights. Employees returning from an authorized leave of absence within 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.

14.12 Leave Due to Child Care Emergencies.

- (1) Absence due to child care emergencies as defined shall be charged to one of the following:
 - (a) Compensatory time;
 - (b) Vacation leave;
 - (c) Sick leave;
 - (d) Personal holiday;
 - (e) Leave of absence without pay.
- (2) Use of any of the above leave categories is dependent upon the employee's eligibility to use such leave. Accrued compensatory time shall be used before any other leave is used.
- (3) Use of vacation leave, sick leave, and leave of absence without pay for emergency child care is limited to six (6) days total per calendar year.
- (4) The employee upon returning from such leave shall designate in writing to which leave category the absence will be charged. For the purpose of this section, advance approval or written advance notice of vacation leave, personal holiday and/or leave of absence without pay shall not be required.

Child care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency child care requirements ("child" as identified in section 14.2, below), 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.

- (5) Accrued sick leave may be used when the employee's child's school or day care has been closed by a public health official for any health related reason.

14.13 Extended Leaves. In addition to other approved leave programs; there shall be an extended leave program at University of Washington Medical Center. The program shall provide for three to five registered nurses to be eligible for a leave of absence not to exceed six months following completion of four years of unbroken service as an RN at UWMC. 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.

14.14 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 classified employees:
 - (a) When prior notification has not been given, employees released until further notice after reporting to work, shall receive a minimum of four hours pay for the first day. The following options shall be made available to affected employees not required to work for the balance of the closure:

- (i) Vacation leave, personal holiday; or
 - (ii) Accrued compensatory time (where applicable); or
 - (iii) Leave without pay; or
 - (iv) Reasonable opportunity to make up work time lost as a result of the suspended operation as provided in subsection (1)(c).
 - (b) Employees 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. UWMC may offer hazard pay.
 - (c) Employees who lose regular work time as a result of suspended operation may request to work additional hours during the ninety-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, 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 employee 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 employees 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 calendar days unless within the fifteen 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 employee's workplace has been closed by a public health official for any health related reason. If sick time off is not available to the employee, the time off use and compensation provisions under 14.14(1)(a) apply.
- 14.15 Association Leave. Employees who intend to absent themselves from work for the purpose of attending and participating in Association business functions or programs such as meetings, conventions, seminars, or in other meetings called by the Association may do so under the following conditions:
- a. Use accrued vacation leave;
 - b. Take voluntary leave of absence without pay;
 - c. Use accrued holiday compensatory or personal holiday time;
 - d. Use accrued compensatory time.

The Association and/or the employee shall request approval from the affected employee's immediate supervisor at least two weeks prior to the planned absence for approval.

- 14.16 Domestic Violence Leave. Pursuant to RCW 49.78, 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 leave or unpaid leave. UWMC 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.

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

In accordance with RCW 1.16.050, employees will have the option to take up to two 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, employees must consult with their supervisor or administrator and use their unit's procedure for making advance leave requests. The employee 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 an employee's requested day(s) off if the employer determines that the requested time off would impose an undue hardship on the employer, or the employee's presence is necessary to maintain public safety. Undue hardship is defined in Washington Administrative Code (WAC) 82-56-020. Employees may be asked to provide verification for their unpaid leave request.

Requests to use unpaid personal holiday leave will follow normal departmental leave request processes.

ARTICLE 15 – SICK LEAVE

- 15.1 Sick Leave—Accrual.

- (1) Full-time RNs shall accrue eight hours of sick leave for each month of completed classified service. Paid sick leave may not be used in advance of accrual.
- (2) RNs working less than a full-time schedule shall accrue sick leave on the same pro-rata basis that their employment schedule bears to a full-time schedule.
- (3) Sick leave accrues at a rate of one (1) hour for every forty (40) hours worked when leave without pay exceeds eighty (80) hours (prorated for part time) in any calendar month.

15.2 Family Members. The RN's spouse or domestic partner (same sex or opposite 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 employee 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.

15.3 Sick Leave—Use.

- (1) Sick leave shall be allowed an employee under the following conditions:
 - (a) Because of and during illness, disability or injury which has incapacitated the employee from performing required duties.
 - (b) By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees 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 employee to provide immediate necessary care of the patient or to make arrangements for extended care. The Medical Center may authorize sick leave use as provided in this subsection for other than family members.
 - (d) To care for a child, as defined under section 14.2 above, under the age of eighteen 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 employee's presence to provide short-term care or to make arrangements for extended care.
 - (f) To provide emergency child care for the employee's child. Such use of sick leave is limited to three days in any calendar year, unless extended by Human Resources.
 - (g) Because of a family member's death that requires the assistance of the employee 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 employee is required, if arranged in advance with the employing official or designee.
- (2) Sick leave 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 leave 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. Employees shall not be disciplined or otherwise discriminated against because of the exercise of these rights.
- (4) Sick Leave Verification: The Employer will not require verification for absences of three (3) consecutive work days or less. Such verification or proof may be given to the

supervisor/manager or Human Resources according to departmental policy.

- (5) Any discrimination or retaliation against an employee 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.

15.4 Bereavement Leave. Three (3) days of bereavement leave shall be granted for each death of a family member as defined in section 14.2, above.

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

15.5 Sick Leave Cash Out.

- (1) Employees shall be eligible to receive monetary compensation for accrued sick leave as follows:
 - (a) In January of each year, and at no other time an employee whose year-end sick leave balance exceeds 480 hours may choose to convert sick leave hours earned in the previous calendar year minus those used during the year to monetary compensation.
 - (i) No sick leave hours may be converted which would reduce the calendar year-end balance below 480 hours.
 - (ii) Monetary compensation for converted hours shall be paid at the rate of 25% and shall be based upon the employee's current salary.
 - (iii) All converted hours will be deducted from the employee's sick leave balance.
 - (b) Employees who separate from state service on or after September 1, 1979, due to retirement or death shall be compensated for their unused sick leave accumulation at the rate of 25%. Compensation shall be based upon the employee's salary at the time of separation. For the purpose of this subsection, retirement shall not include "vested out-of-service" employees who leave funds on deposit with the retirement system.
- (2) Compensation for unused sick leave 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) An employee who separates from the classified service for any reason other than retirement or death shall not be paid for accrued sick leave.

15.6 Sick Leave Donation. In accord with state law and Medical Center policy, RN's may donate sick leave to any employee entitled to receive such donations.

15.7 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.

15.8 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 WEB at: <http://www.washington.edu/admin/hr/benefits/veba.html>.

ARTICLE 16 – CONFERENCE COMMITTEE

- 16.1 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 an Association 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 18 at Step Two of the Grievance Procedure.

- 16.2 Professional Practice Council. The Professional Practice Council discusses nursing practice within the University of Washington Medical Center 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 17 – 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 18 – 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 Medical Center will determine the specific step at which the process begins based on the nature and severity of the problem.

- 18.1 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.
- 18.2 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, an Association 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 Medical Center 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.

- 18.3 Representation.

Investigatory Meetings. - A RN may request and be accompanied by an Association 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 an Association 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 Association representation to Formal Disciplinary Counseling, Final Disciplinary Counseling and pre-determination meetings.

Attendance of Association 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 Association 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.

- 18.4 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.
- 18.5 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 19 – GRIEVANCE PROCEDURE

- 19.1 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 the Association alleging a grievance, under the terms and conditions of this Agreement.

- 19.2 Noninterference. Employees shall be free from restraint, interference, coercion, discrimination or reprisal in seeking resolution of their grievance when processed in accordance with this procedure.
- 19.3 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.
- 19.4 Area Representatives. The Employer recognizes the right of the Association Local Unit Officers to designate area representatives who shall be authorized to take up employee 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 union 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 Association Representatives who engage in representational meetings during their non-scheduled hours. Cumulative hours used will be tracked by Association representatives and may be reviewed by the Conference Committee.

- 19.5 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 employee 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 the Association representative. Withdrawal of a grievance shall close the matter, and it shall not be resubmitted.
- 19.6 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.
- 19.7 Employee Representation. The Association, as exclusive representative of bargaining unit employees, is the responsible representative of said employees in grievance matters.
- 19.8 Procedure. It is the desire of both the Employer and the Association 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, an Association 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 the Association or the employee designee agree to cite the sections of the Agreement that allegedly have been violated.

Step Three. The Association 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, the Association 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 20 – SENIORITY, LAYOFF, AND REHIRE

- 20.1 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. A nurse's seniority date will be adjusted if the nurse is in continuous leave without pay status for more than fourteen consecutive calendar days. In the event two nurses are hired on the same day, relative seniority will be determined by the date the nurse formally accepted the position. The Medical Center 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 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.
- 20.2 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.
- 20.3 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).
- 20.4 Definition of Qualified
- 20.4.1 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 months of assuming the position.
- 20.4.2 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 year.

- 20.5 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 19.7 is completed.
- 20.6 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 the Association 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.
- 20.7 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 20.4).
 - (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 20.9.5(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 20.8).

- 20.8 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 20.1, 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).

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.

- 20.9 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.

20.9.1 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.

20.9.2 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 19.4 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.
- 20.9.3 Responding to Referral from Rehire List. A nurse offered reemployment from the rehire list shall be given up to one week to determine if they want the position and, if accepted, up to an additional week to report to work.
- 20.9.4 Reemployment Trial Service Period. Nurses reemployed from the rehire list will serve a three 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.
- 20.9.5 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 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 times from the rehire list and has failed to complete the rehire trial service period.
- 20.9.6 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.
- 20.9.7 Rights While on Rehire List. A nurse on the rehire list shall be eligible to participate in the Medical Center's in-service programs and other Medical Center training programs on a space available basis and on the nurse's own time.
- 20.9.8 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 Medical Center 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.

- 20.10 Vacation – Laid off Nurses. Nurses who have been laid off will be entitled to be paid for all accrued and unused vacation leave at the time of layoff. A nurse on layoff may request in writing that the payment for accrued and unused vacation leave be divided into two payments during the time on the rehire list.
- 20.11 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.
- 20.12 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 24 months (plus a 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.
- 20.13 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 21 – 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 employees who demote as part of corrective action.

- 21.1 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 days, the position will be posted house-wide in addition to being posted externally.
- 21.2 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 employees 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.

21.3 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.

- Unit seniority will be computed and exercised consistently within the RN2 and RN3 job classifications. Nurses who transfer to another unit will be granted 50% of their seniority not to exceed the median number of years of employment on the unit.

- Bargaining unit nurses who accept management roles and then return to their former bargaining unit position recoup 100% of their pre-management seniority. Nurse Managers moving to bargaining unit positions for the first time have no accumulated seniority.

- Nurses who transfer units recoup 100% of their pre-transfer seniority after eighteen months on the new unit.

- Bargaining unit nurses who move between RN2 and RN3 classifications retain 100% of their seniority.

21.4 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.

21.5 Reallocation. A reallocation (reclassification) shall not alter a nurse's anniversary date for purposes of accrual of benefits or placement in the salary schedule, except when the nurse is at the top of the range at the time of reallocation.

21.6 Trial Service: Employees who transfer, promote, or voluntarily demote within the bargaining unit shall serve a trial service period. Paid or unpaid leave 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 leave taken. Either the Employer or the employee may end the appointment by providing notice. During the first two (2) months of trial service, these employees have preemptive rights to their former position. After the first two (2) months but during the remainder of trial service, employees who are not staying in the new position shall have the option to revert to their former position if it is still vacant or be placed on the rehire list.

ARTICLE 22 – WORKER’S COMPENSATION LEAVE

22.1 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, leave payment exclusively or a combination of time loss compensation and accrued paid leave.

22.2 Employees taking sick leave during a period in which they receive worker's compensation under the industrial insurance provisions for a work related illness or injury shall receive full sick leave pay, less any industrial insurance payments for time loss during the sick leave period.

- (a) Until eligibility for worker’s compensation is determined by the Department of Labor and Industries, the institution may pay full sick leave, provided that the employee shall return any overpayment to the institution when the salary adjustment is determined.

- (b) Sick leave hours charged to an employee who receives worker's compensation, as a result of the time loss shall be proportionate to that portion of the employee's salary paid by the institution during the claim period.
- (c) During a period when an employee receives pay for vacation leave, compensatory time off or holidays and also receives worker's compensation for time loss, they are entitled to both payments without any deduction for the industrial insurance payment.
- (d) When an employee receives worker's compensation payment for the time loss and is on leave without pay, no deductions will be made for the industrial insurance payment.

22.3 An employee who sustains an industrial injury, accident or illness, arising from employment by an institution under the jurisdiction of the Washington Personnel Resources Board shall, upon written request and proof of continuing disability, be granted leave of absence without pay for up to six months without loss of layoff seniority or change in annual increment date. Leave without pay exceeding six months without loss of layoff seniority or change in annual increment date may be granted at the option of the employing institution.

22.4 Return to Work Program. The policy for the UWMC's "Return to Work Program" can be located at the following link: <https://uwmc.uwmedicine.org/sites/PoliciesProcedures/apop/Pages/default.aspx>.

ARTICLE 23 – 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 employees. Such rights and responsibilities shall include, but not be limited to, the selection and hiring of employees, discipline for cause, classification, reclassification, suspension, layoff, promotion, demotion or transfer of employees 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 this Medical Center. 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 24 – PERFORMANCE OF DUTY

24.1 The Employer and the Association 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 employees in the bargaining unit, nor will the Association authorize or condone such activity in any form.

24.2 Employees 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 25 – 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 the Association, 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 26 – 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.

- 26.1 For the 2019-2021 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected 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.
- 26.2 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.

- 26.3 Article 26.2 will expire June 30, 2021.
- 26.4 The PEB Program shall provide information on the Employer Sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.
- 26.5 The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.
- 26.6 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 subscribers who register for the Smart Health Program and complete the Well-Being Assessment will be eligible to receive a twenty-five dollar (\$25) gift certificate. In addition, eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

ARTICLE 27 – 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, the Association 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 28 – 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 29 – DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2019, and shall remain in full force and effect through June 30, 2021.

ARTICLE 30 – REPRESENTED PER DIEM NURSES

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

30.2 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:
(21679) Registered Nurse 2 (NE H WSNA)
(21680) Registered Nurse 3 (NE H 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 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).

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: 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. 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.
- 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 (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**

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

30.6 **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.

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

30.8 **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.

30.9 Miscellaneous Leave. 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.

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	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
MOU	Standby

SIGNATORIES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2019.

WASHINGTON STATE
NURSES ASSOCIATION

David Campbell, WSNA Special Counsel

Edward Zercher BSN, RN

Harry James, BSN, RN, CNOR

Trish L. Nilsen, BSN, RNC-OB, C-EFM

Miko Robertson MA, BSN, RN

Teresa A. Wren, BSN, RNC

Anita Jung Stull RN

Tiffany Guyette, BSN, RN-BC

UNIVERSITY OF WASHINGTON

Mindy Kornberg
Vice President for Human Resources

Kristi Aravena
Lead Negotiator

Approved as to form:

Assistant Attorney General
State of Washington

John D. Brown, BSN, RN

Thomas Booze RN

Terri Williams MS, RN

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

MOA: REST BREAKS

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

1. UWMC implemented the KRONOS system on August 19, 2013. KRONOS has an attestation module under which an RN can attest that they missed a rest break. For the first six months of KRONOS, there will be no additional compensation for missed rest breaks.
2. Effective six months following the implementation of KRONOS (beginning February 17, 2014), RNs will be compensated at the rate of one and one-half times the RN’s regular base salary rate, for 15 minutes for each missed rest break, where required by the Bargaining Agreement.
3. The Union will work with UWMC in Conference Committee and Staffing Committee and in labor management to minimize missed rest breaks in the workplace.
4. Any disputes concerning the operation of this Agreement will be resolved utilizing the grievance procedure in the Bargaining Agreement.
5. In accordance with the principles of a culture of safety, in no case shall UWMC 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.
6. The parties recognize that nurses in some work units are permitted to combine one or more rest periods with their 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 July __, 2019

For the Employer

For the Union

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

MOU: GROUND RULES GOVERNING NEGOTIATIONS FOR THE 2021-2023 AGREEMENT

During negotiations for the 2019-2021 successor agreement, the parties reached agreement on the following regarding negotiations for the 2021-2023 successor agreement only:

A. Paid Time for WSNA Negotiation Team:

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

- 1) The Employer will provide paid time or paid release time for up to twelve (12) total Union 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.
- 2) The Union will make a good faith effort to recruit team members who are from different units.
- 3) The Employer will provide paid time or paid release time for the first eight (8) bargaining sessions.
- 4) After eight (8) bargaining sessions, the parties will discuss additional paid release time.
- 5) The Union 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.

B. The Union will provide the names of all designated negotiating team members to the Office of Labor Relations at least three weeks prior to the beginning of negotiations. If substitutions are necessary, the Union will provide the names of such substitutes as soon as they are known.

C. The employer will notify managers of the names of the members who will comprise the WSNA negotiation team.

D. All representatives for both Parties (Employer and Union) in attendance at each session will sign a Sign-In Sheet prepared by the Employer. Both Parties will be provided a copy of the Sign-In Sheet.

E. Days of negotiations will be established by mutual agreement. The parties will provide as much notice as possible of the need to cancel or reschedule a negotiation session.

F. All proposals and counter proposals will be sent electronically to the chief spokesperson within a reasonable amount of time. The proposals will be typed, with track changes and optional line

numbers, based upon the current contract language, so that the changes between the former and the latter proposal will be evident.

- G. All TA's shall be dated and signed by the chief spokesperson for each party.
- H. There will be no recording devices at the bargaining sessions. Each side is responsible for keeping its own notes.
- I. Members of the press and the public will not physically attend bargaining sessions unless mutually agreed otherwise.
- J. Drafting Agreement: The chief spokespersons will determine who will prepare the redline version and final draft of the Agreement for signature and provide a copy via email attachment to the other chief spokesperson for final approval as to form and content.
- K. UWMC will provide paid time or paid release time for one (1) member to attend Health Care Coalition bargaining.

Dated July ____, 2019

For the Employer

For the Union

**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 7 calendar days to their manager (or designee) who will arrange for payment by the employer.

Dated this ____ day of _____, 2019.

Washington State Nurses Association

By: _____

Dated this ____ day of _____, 2019.

University of Washington Medical Center

By: _____

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

MOU: STANDBY

During negotiations for the 2019-2021 successor agreement, the parties reached agreement on the following regarding Standby:

- A. UWMC 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 the Union, the Employer will provide sixty days' notice to the Union of its intent to bargain. The Employer will provide release time for four (4) nurses in the bargaining unit to attend negotiations.

DEPARTMENTS THAT REQUIRE CLASSIFIED RNS TO TAKE CALL			
Department Name	Yes	No	
[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	
[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		

Dated July ____, 2019

For the Employer

For the Union

**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:

The parties agree to amend the 2019-2021 UW-WSNA collective bargaining agreement as follows:

Labor Relations will notify the Union 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 NURSES ASSOCIATION (UNION)**

**MOU: WASHINGTON FAMILY AND MEDICAL LEAVE PROGRAM (PFML) SUPPLEMENTAL
BENEFITS**

The parties have agreed to amend the 2019-2021 CBA as follows:

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

Under RCW 50A, employer provided healthcare benefits must be maintained during a PFML leave, so interspersing time off is not required provided the employee 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.

Employees requested PFML benefits through the Employment Security Department must provide notice to the University as outlined under RCW 50A.04.030.

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

MOU: PER DIEM RN WAGES

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 XXXXX). 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 XXXXX). 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 June 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).
- 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.

SIDE LETTER A – U-PASS

March 25, 2019

The parties agree to the following regarding U-PASS:

Effective July 1, 2019, UWMC bargaining unit employees with an active permanent appointment with greater than a .5 FTE will not be charged a fee for a U-PASS. Effective January 1, 2020, NWH bargaining unit employees 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, 2021.

APPENDIX I – CLASS SPECIFICATIONS RN II AND III

Class Code: 8895

Specification for Class

REGISTERED NURSE II

BASIC FUNCTION

Provide professional nursing care at increasing levels of expertise. Assess, diagnose, plan, implement and evaluate nursing care; provide direction to staff in learning situations.

DISTINGUISHING CHARACTERISTICS

Under general direction, provide patient care and coordination of services through assessment, diagnosis, planning, implementation and evaluation of safe, therapeutic care.

TYPICAL WORK

Demonstrate and document for assigned patients completion of:

1. Assessment and nursing diagnosis of patients;
2. Care planning;
3. Implementation of safe nursing care;
4. Evaluation of patient responses to nursing care;
5. Patient teaching;
6. Patient advocacy;
7. Discharge and transfer planning;
8. Admission, discharge and transfer processes;

Direct patients, families, visitors and staff members in emergencies and complex situations;

Initiate and evaluate overall care plan; involve patients and their families in care planning; initiate consultations and/or referrals and discharge planning;

Apply appropriate policies, procedures, protocols, and standards of practice in performing clinical duties and evaluate own practice in relation to these;

Participate in the Quality Assurance program by identifying areas for investigation; assist in data collection, monitoring, and the development and implementation of corrective actions for the unit;

Contribute to the establishment and implementation of goals for the unit through staff meetings and other activities;

Collaborate with other team members to assure continuity of patient care and to meet patient care needs;

Provide assistance and direction to new employees, supplemental, professional, agency, per diem and ancillary staff, and students following an established learning plan for a designated shift;

May serve as the unit charge nurse for assigned shift;

May act as a preceptor for new graduates or experienced employees by assessing learning needs, developing, implementing and monitoring the learning plan, and evaluating the learner's progress;

May act as a clinical resource to health care team members in identification and resolution of patient care problems to enhance effectiveness of the unit;

May initiate nursing rounds; conduct formal or informal in-services; present components of organization-wide educational offerings;

May develop clinical procedures based on changing technology, new research, and experience with patients in the specialty;

May develop educational or clinical projects for specified patient groups;

May initiate, collaborate, and/or assist in research projects to enhance the delivery of patient care;

May function as a primary nurse in delivery of patient care;

Perform related duties as required.

MINIMUM QUALIFICATIONS

None

Legal Requirement: Current license to practice as a registered nurse in the State of Washington.

Class Code: 8896

Specifications for Class

REGISTERED NURSE III

BASIC FUNCTION

Provide professional nursing care; provide leadership for specific program areas and unit functions such as developing education programs, acting as clinical resource for staff, and coordinating daily operations; assist the Nurse Manager to develop, maintain, and evaluate the on-going operations of a clinical area.

DISTINGUISHING CHARACTERISTICS

Under general supervision, perform specific leadership functions related to clinical practice, education and management such as developing unit goals, orientation programs, and standards of care;

Under general direction, provide patient care and coordination of services through assessment, diagnosis, planning, implementation, and evaluation of safe therapeutic care.

TYPICAL WORK

Provide a role model for staff by demonstrating and documenting for assigned patients completion of:

1. Assessment and nursing diagnosis of patients;
2. Care planning;
3. Implementation of safe nursing care;
4. Evaluation of patient responses to nursing care;
5. Patient teaching;
6. Patient advocacy;
7. Discharge and transfer planning;
8. Admission, discharge and transfer processes;

Coordinate patients' care with other hospital departments and disciplines;

Promote effective communication among staff and patients to assure optimal patient outcomes;

Assist with the planning and/or implementation of educational programs for staff and patients;

Act as a preceptor for new or experienced employees by assessing learning needs, developing, implementing, and monitoring learning plans and evaluating the learner's progress;

Participate in development, implementation and maintenance of the quality assurance program;

Participate in establishing, implementing and evaluating unit goals;

Identify patient care, staff, and resource problems and take necessary steps toward problem resolution;

Provide feedback and guidance to staff; observe, review, and evaluate staff performance;

Assist in the development, maintenance and evaluation of systems to support nursing care delivery such as patient care documentation and emergency response procedures;

Provide input into the development and implementation of the budget;

Serve as the unit charge nurse as assigned;

Participate in unit, departmental and hospital committees as requested;

May utilize clinical expertise to provide planned and spontaneous learning activities to patients, families and staff;

May develop staffing schedule for a specific time period;

May participate in the interview process and recommend selection of staff;

Perform related duties as required.

MINIMUM QUALIFICATIONS

Current license AND two years of professional nursing experience

OR

equivalent education/experience.

Legal Requirement:

Current license to practice as a registered nurse in the State of Washington.

APPENDIX II – PAY TABLES

University of Washington - Contract Classified WSNA REGISTERED NURSES Payscale Table BJ - Effective July 1, 2019

Range 2			
Step	Monthly Rate	Annual Rate	Hourly Rate
A	\$5,496	\$65,952	\$31.71
B	\$5,736	\$68,832	\$33.09
C	\$5,979	\$71,748	\$34.49
D	\$6,224	\$74,688	\$35.91
E	\$6,472	\$77,664	\$37.34
F	\$6,713	\$80,556	\$38.73
G	\$6,960	\$83,520	\$40.15
H	\$7,205	\$86,460	\$41.57
I	\$7,448	\$89,376	\$42.97
J	\$7,689	\$92,268	\$44.36
K	\$7,939	\$95,268	\$45.80
L	\$8,060	\$96,720	\$46.50
M	\$8,179	\$98,148	\$47.19
N	\$8,220	\$98,640	\$47.42
O	\$8,261	\$99,132	\$47.66
P	\$8,663	\$103,956	\$49.98
Q	\$8,749	\$104,988	\$50.48
R	\$8,836	\$106,032	\$50.98
S	\$8,922	\$107,064	\$51.47
T	\$8,922	\$107,064	\$51.47
U	\$9,177	\$110,124	\$52.94
V	\$9,177	\$110,124	\$52.94
W	\$9,314	\$111,768	\$53.73
X	\$9,314	\$111,768	\$53.73
Y	\$9,501	\$114,012	\$54.81
Z	\$9,501	\$114,012	\$54.81
AA	\$9,690	\$116,280	\$55.90
AB	\$9,690	\$116,280	\$55.90
AC	\$9,884	\$118,608	\$57.02
AD	\$10,181	\$122,172	\$58.74

Range 3			
Step	Monthly Rate	Annual Rate	Hourly Rate
A	\$5,934	\$71,208	\$34.23
B	\$6,195	\$74,340	\$35.74
C	\$6,458	\$77,496	\$37.26
D	\$6,722	\$80,664	\$38.78
E	\$6,989	\$83,868	\$40.32
F	\$7,249	\$86,988	\$41.82
G	\$7,517	\$90,204	\$43.37
H	\$7,782	\$93,384	\$44.90
I	\$8,045	\$96,540	\$46.41
J	\$8,303	\$99,636	\$47.90
K	\$8,573	\$102,876	\$49.46
L	\$8,705	\$104,460	\$50.22
M	\$8,835	\$106,020	\$50.97
N	\$8,878	\$106,536	\$51.22
O	\$8,920	\$107,040	\$51.46
P	\$9,355	\$112,260	\$53.97
Q	\$9,449	\$113,388	\$54.51
R	\$9,542	\$114,504	\$55.05
S	\$9,635	\$115,620	\$55.59
T	\$9,635	\$115,620	\$55.59
U	\$9,911	\$118,932	\$57.18
V	\$9,911	\$118,932	\$57.18
W	\$10,058	\$120,696	\$58.03
X	\$10,058	\$120,696	\$58.03
Y	\$10,260	\$123,120	\$59.19
Z	\$10,260	\$123,120	\$59.19
AA	\$10,464	\$125,568	\$60.37
AB	\$10,464	\$125,568	\$60.37
AC	\$10,673	\$128,076	\$61.58
AD	\$10,994	\$131,928	\$63.43

APPENDIX III – CLINICAL CLUSTERS PERTAINING TO ARTICLE 19 - 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 Disease 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/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 Clinic, 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 IV – 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.

4 WEEK BLOCKS 2017-2018	Date change Form is Due
7/15/19-8/11/19	5/27/19
8/12/19-9/08/19	6/24/19
9/09/19-10/06/19	7/22/19
10/07/19-11/03/19	8/19/19
11/04/19-12/01/19	9/16/19
12/02/19-12/29/19	10/14/19
12/30/19-1/26/20	11/11/19
1/27/20-2/23/20	12/09/19
2/24/20-3/22/20	1/6/20
3/23/20-4/19/20	2/3/20
4-20/20-5/17/20	3/3/20
5/18/20-6/14/20	3/30/20
6/15/20-7/12/20	4/27/20

4 WEEK BLOCKS 2018-2019	Date change Form is Due
1/13/20-8/09/20	5/25/20
8/10/20-6/6/20	6/22/20
9/7/20-10/4/20	7/20/20
10/5/20-11/1/20	8/17/20
11/2/20-11/29/20	6/14/20
11/30/20-12/27/20	10/12/20
12/28/20-1/24/21	11/09/20
1/25/21-2/21/21	12/07/20
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

Registered Nurse Date

Nurse Manager Date
Notice Only

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

APPENDIX V – UNION ROSTER REPORTS POST WORKDAY IMPLEMENTATION

During negotiations for the 2019-2021 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)