

University of Washington Human Resources

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## WSNA Northwest contract

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The text below is the most recent version of the contract. Use the print button for a hard copy.

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Visit [WSNA UWMC-NW Mid-cycle MOUs](#) to view agreements made within the life of this contract.

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### WSNA UWMC – Northwest (Effective 2023-2025 Biennium)

The tentative agreements for updates to the contract effective in the 2023-2025 biennium may be found [here](#). All articles not included in these tentative agreements will be included in the 2023-2025 contract using language currently in the 2021-2023 contract.

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### WSNA UWMC – Northwest (Effective 2021-2023 Biennium)

#### Preamble

This Agreement is made and entered into by and between the University of Washington (hereinafter referred to as the “Employer”) and the Washington State Nurses Association (hereinafter referred to as the “Association”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

#### Article 1 – Recognition

**1.1 Bargaining Unit.** The Employer recognizes WSNA as the sole and exclusive bargaining representative for all full-time, part-time, intermittent, and nonpermanent nurses employed as registered nurses by the Employer; excluding supervisory and administrative/management positions and all other employees.

**1.2 New Positions.** New registered nurse job classifications established during the term of this Agreement shall be covered by this Agreement unless they are bona fide supervisory or administrative/management positions. WSNA shall be notified of any new classifications established by the Employer.

## **Article 2 – Association Membership/Dues Deduction**

**2.1 Association Membership.** The Employer agrees to remain neutral with respect to nurse's decisions about union membership and payroll deduction. The Employer agrees to direct all communications from nurses regarding union membership or payroll deduction to WSNA or this agreement.

**2.2 Dues Deduction.** WSNA shall transmit to the Employer by the cut-off date, via a web based electronic reporting system, for each payroll period, the name and Employee ID number of nurses who have, since the previous payroll cut-off date, provided authorization for deduction of dues or have changed their authorization for deduction. The Employer will provide instructions and templates for the web based electronic reporting system and provide a calendar of required payroll cut-off dates.

During the term of this Agreement, the Employer shall deduct dues from the pay of each member of WSNA who voluntarily executes a wage assignment authorization form, and the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all nurses using payroll deduction will be promptly transmitted to WSNA by check payable to its order. Upon issuance and transmission of a check to WSNA, the Employer's responsibility shall cease with respect to such deductions. WSNA and each nurse authorizing the assignment of wages for the payment of WSNA dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse.

**2.3 Revocation.** The Employer will direct all questions about revocation to WSNA. A nurse may revoke their authorization for payroll deduction of payments to WSNA by written notice to the Employer and WSNA in accordance with the terms and conditions of their signed membership card. Every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll, after receipt by the Employer of confirmation from WSNA that the terms of the nurse's signed membership card regarding dues deduction revocation have been met.

### **2.4 Bargaining Unit Roster.**

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)

**2.5 Contract.** The Employer will make available to the designated Local Unit Chairperson a list of all newly hired nurses within five (5) working days. Before the completion of the orientation process, the Employer shall provide the Local Unit Chairperson or designee with an opportunity on release time, to introduce this Agreement to newly hired nurses.

**2.6 Distribution of Agreement.** Nurses newly hired during the life of this Agreement shall be given a copy of this Agreement by the Employer, as provided by WSNA. WSNA may attach a cover letter, membership application, and return envelope to the Agreement.

## Article 3 – Association Representatives

**3.1 Access to Premises.** Access Provision. After notifying Nursing Administration, WSNA's authorized staff representatives shall have access to the Employer's premises where nurses covered by this Agreement are working, excluding patient care areas, for the purpose of investigating grievances and contract compliance. Such visits shall not interfere with or disturb nurses in the performance of their work during working hours and shall not interfere with patient care.

**3.2 Local Unit Chairperson.** WSNA shall have the right to select a local unit chairperson(s) from among nurses in the unit. The local unit chairperson(s) shall not be recognized by the Employer until WSNA has given the Employer written notice of the selection. Unless otherwise agreed to 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.

**3.3 Bulletin Boards.** The Employer shall furnish bulletin boards in a prominent place for the use of the local unit. Materials posted may only include meeting notices, local unit newsletters, training and education information, and general matters relating to professional nursing and health care.

**3.3.1 E-mail.** Authorized representatives of WSNA may transmit messages for distribution to nurses to the System Administrator for posting on the WSNA electronic bulletin board.

**3.4 Negotiations Compensation.** The Employer will provide paid time or paid release time for up to eight (8) total WSNA designated bargaining team members for up to eight (8) hours per session (including caucus time) for up to eight (8) sessions during negotiations for a new collective bargaining agreement. Neither paid time nor paid release time shall be considered as hours worked for the purposes of calculating overtime.

## Article 4 – Definitions

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

**4.2 Registered Nurse 2.** A registered nurse who is responsible for the direct and indirect nursing care of the patient.

**4.3 Charge Nurse/Lead Nurse.** A nurse who on assignment by the Unit Manager is accountable on a shift basis to maintain organization on a unit such that nursing staff are able to provide patient care. All assigned hours in charge will be paid at the charge nurse/lead nurse premium rate. All nurses assigned as charge/lead or relief charge/lead nurse will receive orientation. In charge nurse/lead nurse assignments the Employer will consider the level of direct patient care along with other duties.

**4.4 Preceptor.** A preceptor is an experienced RN2 proficient in clinical teaching who is specifically responsible for planning, organizing and evaluating the new skill development of a senior practicum nurse or an employed nurse enrolled in a defined program, the parameters of which have been set forth in writing by the Employer. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal directed education and training for a specific training period. Nursing management will determine the need for preceptor assignments. Each newly hired nurse, nurse transferring to a new unit, and a senior practicum nurse shall be assigned a preceptor. It is understood that RN2s in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new nurses. This would include the providing of informational assistance, support and guidance to new nurses.

**4.5 Full-Time Nurse.** A nurse who works on a regularly scheduled basis at least forty (40) hours per week or eighty (80) hours in a fourteen (14) day period.

**4.6 Part-Time Nurse.** A nurse who has committed to regularly working and who is assigned a scheduled FTE of less than forty (40) hours per week (less than 1.0 FTE). Unless otherwise provided for herein, a part-time nurse shall be compensated in the same manner as a full-time nurse except that wages and benefits shall be reduced in proportion to the nurse's actual hours of work.

**4.7 Probationary Period.** A nurse who has been hired by the Employer on a full-time or part-time basis will attain permanent status in a job classification upon successful completion of a probationary or trial service period. Every part-time and full-time nurse who has been continuously employed by the Employer will serve a probationary period of six (6) consecutive months. Any paid or unpaid leave taken during the probationary period will extend the period for an amount of time equal to the leave on a day per day basis. After successfully completing the probationary period, the nurse shall attain regular status.

During the probationary period, a nurse may be terminated without notice and without recourse to the grievance procedure. Probationary nurses shall not be required to give fourteen (14) days' notice of intention to terminate.

**4.8 Regular Rate of Pay.** Unless otherwise required by the Fair Labor Standards Act, the regular rate of pay shall be defined to include the nurse's hourly wage rate, all premiums, and differentials.

**4.9 Certification Pay.** Registered nurses will be eligible to receive a nursing certification premium as follows:

1. 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.
2. A list of approved certification programs will be kept in Human Resources.
3. Annually, the Conference Committee will review the current list of certifications.
4. The Conference Committee may consider adding new certification programs by reviewing the program description, including purpose, scope, term, pre-requisites, re-certification and any other pertinent information. All new certifications are subject to Employer budget review and approval for funding. The Conference Committee will determine the practice areas in which the certification will apply.
5. The nurse must document certification achievement and re-certification to Human Resources.
6. Only one (1) certification premium rate can be credited per nurse, regardless of other certifications a nurse may have.

## Article 5 – Employment Practices

**5.1 Equal Opportunity.** The Employer and WSNA agree that conditions of employment shall be consistent with applicable state, federal, and municipal laws regarding nondiscrimination.

**5.2 Notice of Resignation.** Nurses shall be required to give at least fourteen (14) calendar days' written notice of resignation presented in person to the nurse's manager or designee. The Employer will give consideration to situations that would make such notice by the nurse impossible. The notice period may not include vacation, unless approved. Sick time off usage during the notice period may require proof of illness pursuant to section 11.3.4 of this Agreement.

**5.3 Discipline and Discharge.** No full-time or part-time nurse who has completed the probationary period shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the nurse. Nurses shall not be required to sign the written disciplinary action except for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. A nurse may request the attendance of an Association representative during any investigatory meeting which may lead to disciplinary action.

Documentation of disciplinary action at the oral warning or written reprimand level of discipline will not be considered relevant to future discipline after two (2) years, provided there are no further similar occurrences in the intervening period.

**5.3.1 Just Cause Intermittent:** Except as provided below, Intermittent Nurses shall not be terminated except for just cause. Newly hired Intermittent nurses must work a cumulative one thousand eight hundred and seventy-two (1,872) non-overtime hours or more from their date of hire in continuous employment with the Employer in intermittent positions. The parties agree to adhere to the grievance process as outlined in Article 17 of the WSNA UWMC-NW CBA. If a nurse is not meeting performance expectations, they will be given an action plan outlining the identified issues. The parties agree to start at Step Two for terminations.

**5.3.2 Failure To Schedule:** Notwithstanding the above, if an intermittent or nonpermanent 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.

**5.3.3 Meeting Request:** An intermittent or nonpermanent nurse who is separated may, within twenty-one (21) days of the action, request a meeting with a representative of WSNA, human resources, and the manager of the department or designee to discuss the

action. A meeting will be promptly scheduled.

**5.4 Personnel File.** Personnel records will be maintained for each nurse in Human Resources. Information contained in the personnel record will include: employment application and supporting materials, performance appraisals, records of payroll activity, licensure and training records, letters of commendation and recognition, and records of disciplinary action. By appointment, nurses may inspect their personnel records. Nurses will be given the opportunity to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file. If no disciplinary action is required for a period of two (2) years, evidence of such discipline shall be inadmissible in a grievance arbitration and shall not be used for purposes of progressive discipline. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination, change in employment status, pay or shift and leaves of absence shall be in writing with a copy given to the nurse.

**5.5 Parking.** WSNA agrees that during the life of this Agreement, the Employer may apply changes in transportation policy, including adjusting parking fees and criteria for assigning parking spots, to the bargaining unit without the obligation to bargain with WSNA.

**5.6 Floating.** Nurses required to float within the hospital shall receive orientation appropriate to the assignment. In the event floating is necessary, a reasonable effort will be made to float a nurse within the specialty area; however, a nurse may be floated outside their specialty area as staff helper, unless the nurse agrees and is qualified to take a patient assignment. Orientation will be dependent upon the nurse's previous experience and familiarity with the nursing unit to which such nurse is assigned. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. The Employer will not assign float nurses as charge nurse or lead nurse unless mutually agreeable. Probationary nurses will not be required to float except in emergency situations where skill and competence to perform the work required allow. The order of rotation will be on an equitable rotation to be determined on each unit.

**5.7 Evaluations.** All nurses will be formally evaluated in writing prior to completion of the probationary period and thereafter on a regular and periodic basis. Where the nurse requests an evaluation, an evaluation will be given, provided that no more than one evaluation will be given per year. Interim evaluations may be conducted as may be required. The evaluation is a tool for assessing the professional skills of the nurse and for improving and recognizing the nurse's performance. The nurse's participation, including a self-evaluation, is an integral part of the evaluation process. The nurse will be given a copy of the evaluation, if requested. Nurses will sign the evaluation to acknowledge receipt thereof. Nurses will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the nurse's personnel file. A peer evaluation format may be developed in addition to supervisory evaluation on a unit-by-unit basis by mutual agreement between unit nurses and the manager.

**5.8 Communication.** Nurses who have concerns regarding their working conditions are encouraged to raise those concerns through the appropriate levels of supervision and the Conference Committee.

**5.9 Nurse Staffing.** Quality of care and the health and safety of patients and nurses are of paramount concern to the Hospital and the nursing staff who provide care for our patients. Accordingly, the Employer shall comply with applicable staffing laws and regulations. The hospital and staff RNs shall produce an annual staffing plan in accordance with law, RCW 70.41.420.

**5.10 Staffing Concerns.** The parties recognize that nurse staffing is an essential component of quality care delivery. It is also acknowledged that healthcare is a dynamic business. As needs change, both parties will comply with the law and work collaboratively through the Nurse Staffing Committee to jointly assess and evaluate nurse staffing.

Nurses, individually or as a group, believing there is an immediate workload/staffing problem should, as soon as possible, bring the problem to the attention of the nurses' Supervisors or Nurse Managers. If the situation is not remedied, nurses may file an Assignment Despite Objection (ADO) when safely able to do so. No nurse shall be retaliated against for filing an ADO. The ADOs will be reviewed in Staffing Committee.

Nurses who raise staffing issues shall be free from restraint, interference, discrimination or reprisal.

The matters discussed pursuant to this section shall not be subject to Article 17, Grievance Procedure.

## **5.11 Health and Safety**

**5.11.1 Healthy and Safe Workplace.** The Employer will maintain reasonable conditions of health, safety and sanitation including compliance with Federal, State and Local laws applicable to the safety and health of its employees. Nurses shall not perform tasks that endanger their health or safety if such work or tasks are not inherent to reasonably prudent nursing practice. All health and safety equipment that is deemed necessary for a particular job, as indicated in the job description or department protocols shall be furnished and, where feasible, utilized. The Employer will provide nurses with adequate training on the proper use of proper work methods and protective equipment required to perform hazardous duties. The Employer will continue its

**5.11.2 Safety Committee.** Employee Safety Committee in accordance with existing regulatory requirements including representation by bargaining unit RNs. The purpose of this Committee shall be to investigate safety and health issues and to advise the Employer on education and preventative health measures of the workplace and its employees. It is

a nursing as well as a management responsibility to report unsafe conditions by using the QA Memo or other appropriate method. Where the nurse reports an unsafe condition, the Employer will inform the nurse and the Safety Committee of the planned remedy, if any, within a reasonable time.

**5.11.3 Workplace Violence.** The employer is committed to promoting a safe workplace that is free from violence or threats of violence. Prominent signs shall be posted in each unit and patient room of the Employer stating this policy.

**5.11.4 Workplace Violence Prevention.** To promote a safe workplace, the Employer has established a Workplace Violence Prevention Committee which is tasked with the development, implementation and monitoring of the WPVP plan. The WPVP Committee monitors WPV trends and makes necessary recommendations such as training needs, WPV awareness and reporting mechanism/s. The employer agrees to allow one (1) RN selected by WSNA to participate in the Workplace Violence Prevention Committee. Such participation shall be on paid time.

**5.12 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..](http://www.washington.edu/admin/adminpro..)

## Article 6 – Seniority

**6.1 Seniority.** Seniority shall be defined as continuous length of service from date of hire as a registered nurse in the bargaining unit. Part-time and full-time nurses shall accrue seniority at the same rate. In the event two (2) nurses are hired on the same day, relative seniority will be determined by the date the nurse formally accepted the position. The Employer will maintain a record of the date and time each nurse accepts a bargaining unit position. 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. This definition of seniority applies to the entire Collective Bargaining Agreement except as modified in Article 21 Posting, Transfer, Promotions, Reallocation, which temporarily limits use of a nurse's full seniority when a nurse transfers into a new department.

**6.2 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 D).

**6.3 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.

### 6.4 Definition of Qualified

**6.4.1 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.

**6.4.2** 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.

**6.5 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 intermittent or nonpermanent nurses on the unit impacted;
- d. Utilize low census as appropriate due to a decrease in patient census or other business operations;
- e. Seek volunteers on the unit impacted who are willing to be reassigned or reduce their FTE but not go below .5 FTE; and
- f. Freeze external hiring into vacant positions within the clinical cluster until the process in section 6.7 is completed.

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

### **6.7 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 6.3.1).



- c. If there is a vacant position available for a nurse identified for layoff that 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 6.8.5.
- e. If there is no vacant position available that is on the same shift for a nurse identified for layoff the Employer will move to Displacing a Less Senior Nurse (section 6.8).

**6.8 Displacing a Least Senior Nurse.** RN3s will have the option of displacing RN2s in accordance with this section. RN2s may only displace RN2s.

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;
- b. The opportunity to replace the least senior nurse in their clinical cluster (see Appendix D);
- c. When an RN 3 has more seniority according to section 6.1, the RN3 will have the opportunity to replace the least senior RN2, within the same unit.

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.

**6.9 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 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.

**6.9.1 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.

**6.9.2 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 6.3 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.

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

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

**6.9.5 Removal from the Rehire List.** A nurse will be removed from the rehire list when any one of the following occurs:

- a. The nurse has been on the list for twenty-four (24) months and has not been reemployed;
- b. The nurse has been successfully reemployed either from the rehire list or as a result of the nurse independently applying for and being selected for a position;
- c. The nurse has refused two (2) opportunities for reemployment from the rehire list for a position equal to the nurse's FTE status at the time of layoff;
- d. The nurse has been placed two (2) times from the rehire list and has failed to complete the rehire trial service period.

**6.9.6 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.

**6.9.7 Rights While on Rehire List.** A nurse on the rehire list shall be eligible to participate in the Employer's in-service programs and other Employer training programs on a space available basis and on the nurse's own time.

**6.9.8 Rehire List Nurses and Reserve Work.** A nurse on the rehire list shall be given preference for intermittent or nonpermanent nurse work. Acceptance of such work will not affect the nurse's rehire rights. Preference shall be handled in accordance with the following:

- a. The nurse must specifically request the work in advance and must follow all Employer policies and procedures regarding intermittent or nonpermanent nurse positions.
- b. Nurses on the rehire list who meet the requirements of (a) above and the requirements of the position will have preference for intermittent or nonpermanent positions when the schedules are developed.

**6.10 Vacation – Laid off Nurses.** Nurses who have been laid off will be entitled to be paid for all accrued and unused vacation time off at the time of layoff.

**6.11 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.

**6.12 Re-employed Nurses.** For purposes of accrual of benefits, re-employed nurses will be treated as newly hired except that a nurse who has been laid off because of lack of funds or curtailment of work and who is re-employed within twenty-four (24) months (plus a twelve (12) month extension if requested) shall be entitled to previously accrued benefits and placement on the salary schedule which they had at the time of layoff.

**6.13 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.

**6.14 Low Census.** Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. During temporary periods of low census, the Employer will:

1. Cancel Agency nurses.
2. Cancel Travelers
3. Cancel Incentive shifts.
4. Cancel Overtime shifts.
5. Cancel intermittent or nonpermanent nurses
6. Cancel part-time nurses working above their assigned FTE.
7. Ask for volunteers.

8. Rotate regular full-time and part-time nurses by seniority within the Low Census Grouping starting with the least senior nurse first, providing skills, competence and ability are not overriding factors.

If an individual volunteers to take a low census day off, that day off shall be counted for purposes of the rotation list. The rotation list will reflect all low census days taken whether or not the nurse chooses to use annual leave, and will be restarted each six (6) months, beginning with the least senior nurse. Nurses who are scheduled to work but are released from duty due to low census shall continue to receive medical and dental insurance coverage. Low census hours taken shall be considered hours paid for the accrual of all benefits and seniority. Low census is an appropriate subject for the Conference Committee.

**6.14.1 Additional Hours.** Nurses desiring additional hours should notify the Employer in writing, identifying their specific availability. The Employer will first offer additional scheduled hours in the assigned unit to those nurses who have made the request who have lost hours due to low census during their current or prior posted work schedule.

**6.14.2 Low Census Groups.** The seven (7) Low Census Groups are:

1. Medical, Surgical, Float Pool, Adult Psych Services, ICU/SCU;
2. CBC;
3. Endoscopy;
4. Emergency Department;
5. Surgical Services (including operating room, post-anesthesia care unit, pre-surgical admitting, pre-admit calling, Cardiac Procedure Unit and OSC);
6. Electrophysiology lab, Interventional Radiology, Cardiac Cath Lab,.
7. Primary Care Clinics – nurses low censused on a per clinic basis or temporarily reassigned to another area provided skills, competency, and ability are considered equal as determined by the employer.
8. Ambulatory Specialty Clinics – nurses low censused on a per clinic basis or temporarily reassigned to another area provided skills, competency, and ability are considered equal as determined by the employer.

**6.14.3 Low Census Notification.** As a general guide, the Employer will seek to provide notice to nurses called off for low census not less than one and one-half (1 1/2) hour prior to day-shift starting time and not less than two (2) hours prior to evening and night-shift starting time.

**6.14.4 Low Census Report Pay.** Nurses who report for work as scheduled (unless otherwise notified in advance) and who are released from duty by the Employer because of low census shall receive a minimum of four (4) hours' work or four (4) hours' pay at the

regular rate of pay. Nurses who are sent home after this four (4) hours and subsequently that day are called and agree to work shall receive time and one-half (1½x) the regular rate of pay for all hours worked on the callback.

**6.15 Restructure/Rebid.** A restructure/rebid is a redistribution of nursing positions when deemed necessary by the Hospital . When the Hospital proceeds with a restructure/rebid, the following procedures shall be followed:

**6.15.1 Restructured Units.** The Employer shall notify WSNA and nurses thirty (30) days prior to the effective date of any restructure/rebid process. WSNA may request a special meeting of the Conference Committee, preferably before the positions are posted, to discuss the proposed changes and evaluate any alternatives. Such meeting shall take place within two (2) weeks following notification.

The employer shall determine the number of full-time and part-time positions by FTE, shift and schedule line required for the new or restructured unit. A listing of these positions on the new/restructured unit shall be posted on the unit(s) for 10 days. The employer will also post a department seniority list.

**6.15.2 Nurse Rebid Process.** To be considered in the rebid process, a nurse within a restructured unit must submit a bid during the job posting period to their Director/Manager on a form developed by the Employer. The Employer may modify the form as it deems necessary to fit the rebid situation. Such form shall include the newly created positions with shift schedule lines, shift and FTE. The form shall also include a method for the nurse to rank the positions in order of preference.

**6.15.3 Rebid & Absent Nurses.** The Director/Manager shall attempt to inform any nurse in a restructured unit who during the entire time allocated for the bidding process is on vacation, absent for an extended illness, or is on a leave of absence about the rebid process by telephone and email. Notification shall occur at least ten (10) days prior to the posting period. At that time, the nurse shall receive the bid form and options via email or phone call, or by other mutually agreed to method. Rebids from these nurses must be submitted in writing via email or hand delivery prior to the conclusion of the ten (10)-day posting period. If a nurse fails to submit a bid sheet, management shall place the nurse into a position in order of seniority after all nurses who submitted a bid sheet are placed.

**6.15.4 Restructure/Rebids & Seniority.** Seniority within the department, per Article 21 Posting, Transfer, Promotion, Reallocation, shall be the determining factor in making reallocation assignments.

**6.15.5 Restructure/Rebid & Schedule Changes.** At the conclusion of the bidding period and within seven (7) calendar days, the hospital shall assign the FTE, shift and schedule line by seniority, consistent with this Article. The hospital shall notify the nurse in writing

of the results. Once the nurses are notified, there shall be at least a sixteen (16) day waiting period prior to implementation of the new schedule. The hospital shall provide WSNA with copies of the rebid forms and results of the rebid within five (5) business days of notifying the nurses.

**6.15.6 Restructure/Rebid & A Displaced Nurse.** A displaced nurse who does not receive an acceptable position, chooses not to submit a bid or experiences a reduction in FTE, will have the option being laid off pursuant to Section 6, Layoff.

## Article 7 – Hours of Work and Overtime

**7.1 Work Day.** The normal work day shall consist of eight (8) hours work to be completed within eight and one-half (8-1/2) consecutive hours, ten (10) hours work to be completed within ten and one-half (10-1/2) consecutive hours, or twelve (12) hours work to be completed within twelve and one-half (12-1/2) consecutive hours. For ten (10) hour shifts, refer to Appendix B. For twelve (12) hour shifts, refer to Appendix C.

**7.2 Work Period.** The normal work period shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period.

**7.3 Alternative Work Schedules.** The Employer may post ten (10) hour positions and twelve (12) hour positions. The Employer may not require any nurse in an eight (8) hour position to work a ten (10) hour or twelve (12) hour position. When mutually agreeable to the supervisor, the nurse concerned and WSNA, the work schedule may consist of shifts other than eight (8), ten (10) or twelve (12) hours. Alternative work schedules may be established by agreement between an individual nurse or a group of nurses and their nurse manager within their unit. To the extent any of the terms and conditions of the alternative schedule would violate any of the provisions of this Agreement, the Employer will negotiate such schedules with WSNA prior to implementing the schedules. For ten (10) hour shifts, refer to Appendix B. For twelve (12) hour shifts, refer to Appendix C.

Alternative schedules shall be in writing, identifying in detail the schedule to be worked. A copy of the schedule will be sent to the Local Unit Chairperson within fifteen (15) days of its implementation. Once the schedule is implemented, the Employer will not discontinue it with less than six (6) weeks' notice to the affected nurses, including one (1) complete schedule posting period.

In the event a majority of the nurses involved in the alternative schedule desire to discontinue the schedule they will give their nurse manager written notice of their desire signed by each of the nurses desiring the change. On presentation of this request the nurse manager will discontinue the schedule after one (1) complete monthly work schedule under the alternative schedule has been worked after the notice.

**7.4 Work Schedules.** It is recognized and understood that deviations from normal hours of work may occur from time to time, resulting from several causes, such as but not limited to vacations, leave of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, low census and emergencies. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. Monthly work schedules shall be posted sixteen (16) days prior to the beginning of the scheduled work period. Except for emergency conditions involving patient care, and low census conditions, individual scheduled hours of work set forth on the posted work schedules may be changed only by mutual consent.

**7.4.1** Nurses are encouraged to work together to create a schedule. 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 Employer. 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 Employer retains ultimate responsibility for schedule approval.

**7.5 Overtime.** Overtime shall be compensated for at the rate of one and one-half (1½x) times the regular rate of pay for time worked beyond the nurse's normal full-time work day or normal full-time work period. Double time (2x) the regular rate of pay shall be paid for all consecutive hours worked by the nurse beyond twelve (12) hours. For purposes of computing overtime, the nurse's straight time hourly rate of pay shall include shift differential. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. Excluding emergency situations, the Employer as a matter of policy shall not reschedule a nurse for extra work because of time off with pay.

**7.5.1 Overtime Definition.** All time which is compensated for at the rate of time and one-half (1-½x) the rate of pay will be considered overtime whether or not such compensation is characterized as overtime or premium pay. Except for work on a holiday, only time worked at straight time will count toward calculation of daily or weekly overtime.

**7.5.2** The Employer will not initiate requests for nurses to work their administrative time before or after their scheduled shift.

RN3s that are approved to schedule administrative time before or after a scheduled shift shall have that time considered time worked and shall be paid at the regular rate of pay. Time worked for administrative time is determined by the nurse and will not count towards work before or after the standard shift (Section 7.5) or double time premium in excess of twelve (12) hours per day (Section 7.5) This time will also not count towards toward Rest Between Shifts (Section 7.10).

**7.6 Prohibition of Mandatory Overtime.** The acceptance of overtime by any nurse is strictly voluntary, except that overtime may be assigned on a mandatory basis (a) because of an unforeseeable emergent circumstance, (b) because of prescheduled on-call time, (c) when the Employer documents that the employer has used reasonable efforts to obtain staffing for reasons other than chronic staff shortages, or (d) when a nurse is required to work overtime to complete a patient care procedure already in progress where the absence of the nurse could have an adverse effect on the patient.

**7.7 Overtime Approval.** All overtime must be pre-approved by a supervisor or designee. The Employer and WSNA agree that overtime should be minimized. Overtime shall be computed to the nearest quarter hour. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1½x). When a nurse is eligible for two (2) or more forms of premium pay and/or overtime pay, the nurse will receive the highest pay rate. Every effort will be made to discuss changes made to time records with the affected nurse prior to submission to payroll.

**7.8 Meal/Rest Periods.** All nurses shall receive an unpaid meal period of one-half (1/2) hour. No nurse shall be required to work more than five (5) consecutive hours without a thirty (30) minute meal period unless there is an urgent patient care need. Nurses working a twelve (12) hour shift are entitled to a second thirty (30) minute meal period. If the Nurse voluntarily chooses to waive their right to a second meal period they must do so in writing on the waiver form provided by the Employer. Nurses required to remain on duty or in the Hospital during their meal period shall be compensated for such time at the appropriate rate of pay.

All nurses shall receive one paid (1) fifteen (15) minute break for every four (4) hours of work. If a nurse requests their manager (or alternate) for the time off to take a break and the manager is unable to provide adequate coverage for the nurse the Employer will pay the break time at the rate of time and one-half (1½x) times the nurse's regular rate, if the manager does not reschedule the break. Nurses should report missed breaks to their unit leadership at the time of the missed break whenever possible and enter and record missed rest and meal breaks on the time clock.

**7.9 Weekends.** The weekend shall be defined for first (day) and second (evening) shift personnel as Saturday and Sunday. For third (night) shift personnel, the weekend shall be defined as Friday night and Saturday night. For staff who work alternative shifts and/or twelve (12) hour shifts, the shift will count as a weekend shift if the majority of the shift falls between 11pm Friday and 11pm Sunday.

The Employer will make a good faith effort to schedule all regular full and part-time nurses for every other weekend off. In the event a nurse works two successive weekends, all time worked on the second weekend shall be paid at the rate of time and one-half (1½x) the regular rate of pay. The third regularly scheduled weekend shall be paid at the nurse's regular rate of pay.



Every other weekend off cycles may be altered with at least ten (10) days' notice prior to the start date of the next posted work schedule. Subject to advance approval, nurses may request the trading of weekends, providing the schedule change does not place the Employer into an overtime pay condition. This time and one-half (1½x) premium pay provision (and the double time (2x) premium referenced below) shall not apply to nurses who voluntarily agree to work more, frequent weekend duty, or to nurses who have agreed to trade weekend work. The availability of weekend work shall be determined by the Employer.

Unscheduled weekend is defined as a shift that is in addition to the nurse's posted scheduled shifts after the schedule is posted and when the nurse is performing direct nursing care. Nurses that agree to work unscheduled weekend shifts shall be paid at double time (2x) the regular rate of pay. This double time (2x) the regular rate of pay cannot be stacked with the successive weekend premium above.

This section does not apply to scheduled standby shifts. Paid time off taken on a weekend does not count as a weekend shift worked for purposes of eligibility of the double time (2x) premium.

**7.10 Rest Between Shifts.** Nurses who qualify for rest between shifts premium (1.5x) will receive it for eight (8) hours.

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

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

**7.11 Shift Rotation.** Should shift rotation be required on a temporary basis, volunteers will be sought first. If there are insufficient volunteers, the Employer will assign shift rotation on the basis of qualifications and reverse seniority on the affected unit. A nurse is entitled to take up to twenty-four (24) hours of rest both before and after a shift rotation occurs if the change in start time from the nurse's regular shift to the adjusted shift is greater than or equal to ten (10) hours.

**7.11.1 Limitations on Occurrence of Shift Rotation.** The Employer will limit required shift start changes, of more than eight (8) hours, to two (2) per twenty-eight (28)-day work schedule. 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 twenty-eight (28)-day work schedule.

**7.11.2 Double Shifts.** Any nurse who works a double shift of at least sixteen (16) hours in combination, may request to have their next scheduled shift off, if that shift is within twenty-four (24) hours of the end of their double shift. If the nurse requests, they shall be entitled to draw on any accrued and unused annual leave to cover the hours of the shift they have requested off. If the nurse has opted for taking their shift off and patient demand cannot be covered by another nurse and, therefore, the nurse is required to work their shift, the nurse will receive payment at the overtime rate of time and one-half (1½x) for all hours worked on that shift.

## Article 8 – Compensation

**8.1 Progression Start Dates.** Annually the salary of nurses covered by the UWMC-NW bargaining units will be increased by one step on the nurse's progression start date until the nurse has reached the top step of the appropriate salary range. For purposes of step increases, the progression start date will be determined as follows:

- a. The first of the current month for actions occurring between the first and the fifteenth of the month; or,
- b. The first of the following month for actions occurring between the sixteenth and the end of the month.

When unpaid time off exceeds ten (10) working days in any calendar month or eighty (80) hours prorated for part-time employment, the progression start date will be extended by one (1) month. Unpaid time off for Worker's Compensation, military service, or for the purpose of formal collective bargaining sessions, will not alter the progression start date.

When a nurse returns from layoff status, the progression start date will be reestablished and extended by an amount of time equal to the period of layoff to give credit for time served in a salary step prior to layoff.

When a progression start date coincides with a promotional date, the appointment to a new salary range, and/or a market adjustment, the step increase will be applied first.

**8.2 Date of Implementation.** Wage increases, longevity increments, and increases in other forms of compensation set forth in this Agreement shall become effective at the beginning of the first full payroll period on or after the calendar dates designated.

**8.3 Recognition for Past Experience.** Full-time and part-time nurses hired during the term of this Agreement shall be compensated in accordance with the following plan:

- a. All nurses hired during the term of this Agreement shall be given full credit for continuous recent experience when placed on the wage scale.

- b. For purposes 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 which would reduce the level of nursing skills in the opinion of the Employer.

**8.4 Wage Increases.** Nurses covered by this Agreement shall be paid in accordance with the wage schedule as shown in Appendix E.

The wage schedule in Appendix E reflects the following:

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

- A. Effective July 1, 2021, all step values of Table BZ, Range 02 will be increased by an additional one percent (1%). This increase will be based upon the salary schedule in effect on June 30, 2021.
- B. Effective July 1, 2022, all step values of Table BZ, Range 02 will be increased by an additional two percent (2%). This increase will be based upon the salary schedule in effect on June 30, 2022.
- C. Effective July 1, 2021, UWMC-Montlake Pay Table BJ, Range 02 will be increased by 5% for recruitment and retention purposes. Effective July 1, 2021, UWMC-NW Pay Table BZ, Range 02 will adopt the higher values of equivalent steps from Table BJ, Range 02. When the current step value at Table BZ is higher than the new step value at Table BJ, the current step value will be maintained. Top Step AE of Table BZ (with no comparison at Table BJ) will keep the one percent (1%) differential over Step AD.
- D. The RN 3 scale shall be amended to reflect eight percent (8%) above the RN2 scale at each step of the wage scale throughout the life of this Agreement. Charge Nurse will remain two dollars and fifty cents (\$2.50) above each step on the RN2 scale and Float Nurse will remain five dollars (\$5.00) above each step on the RN2 scale.
- E. Range increases on Table BZ will be calculated based off the full time monthly value and then converted to an hourly rate.

## Article 9 – Other Compensation

**9.1 Shift Differential.** Nurses assigned to work the second (3-11 p.m.) shift shall be paid a shift differential of two dollars and fifty cents (\$2.50) per hour over the hourly contract rate of pay. Nurses assigned to work the third (11 p. m. – 7 a. m.) shift shall be paid a shift differential of four dollars and fifty cents (\$4.50) per hour. Nurses shall be paid shift differential for those

hours worked on a second or third shift if four (4) or more hours are worked on the designated shift. Nurses who are assigned to and who work the third shift and who continue working into the first (1st) shift shall continue to receive the third shift differential for all hours worked on the first (1st) shift.

### **9.2 Low Census Standby Premium and Callback Pay When Called Back from Low Census.**

Where there is a low census, under section 6.14, nurses may be put on standby during the hours they are scheduled to work and will be compensated at the rate of four dollars (\$4.00) for each hour on standby. If the nurse is called in from standby, then the nurse will be guaranteed a minimum of three (3) hours' pay at time and one-half (1 ½ X) the nurse's regular rate of pay. The nurse will be paid at the nurse's regular rate of pay for the remainder of the scheduled shift. In addition, the nurse shall receive standby pay for the entire shift. Nurses who agree to be on standby shall continue to be considered on low census and all such hours shall count toward seniority and benefit accrual. If in any unit, voluntary standby is not routinely accepted by nurses on that unit, the Employer may give WSNA thirty (30) days' written notice to apply standby in that unit according to the low census order of Article 6.14.

**9.3 On Call Premium and Callback Pay.** Nurses assigned to be on call during the hours outside of the nurse's regularly scheduled shift, shall be paid four dollars (\$4.25) for each hour designated on call. RNs shall receive six dollars and twenty-five cents (\$6.25) per hour for all standby hours of thirty-one (31) or more per pay period. If the nurse is called to work, they shall be guaranteed a minimum of three (3) hours' pay at the rate of time and one-half (1½x) the nurse's regular rate of pay in addition to on call pay. Nurses on call shall be provided with signal devices. Travel to and from the Hospital shall not be considered time worked. On call duty shall not count toward seniority and benefit accrual. This section shall not apply to nurses subject to low census.

**9.4 Charge Nurse/Lead Nurse Pay.** Nurses who are assigned as charge nurse/lead nurse with a regular schedule of at least .8 FTE will receive two dollars and fifty cents (\$2.50) per hour additional pay. Nurses who are assigned relief charge or relief lead will receive a differential of two dollars and fifty cents (\$2.50) per hour for hours actually worked.

**9.5 Preceptor Pay.** Any nurse assigned as a preceptor shall receive a premium of one dollar fifty cents (\$1.50) per hour.

**9.6 Weekend Premium Pay.** Any nurse who works on a weekend shall receive four dollars (\$4.00) per hour premium pay for each hour worked on the weekend in addition to the nurse's regular rate of pay. Weekend premium pay shall not be included in the nurse's regular rate of pay for overtime pay calculations, unless required by the Fair Labor Standards Act.

**9.7 Work in Advance of Shift.** When a nurse is required to report for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1½x) the regular rate of pay. A nurse who reports to work in advance of the assigned shift will not be released from duty prior to the completion of that scheduled shift, except for low census, unless there is mutual consent.

**9.8 Work on Day Off.** Full-time nurses called in on their regularly scheduled day off shall be paid at the rate of one and one-half (1½x) times the regular rate of pay for the hours worked.

**9.8.1 Incentive Shifts.** To avoid using agency, the employer may post incentive shifts paying an additional ten dollars (\$10.00) per hour. Incentive shifts will be posted in advance when possible. Regularly scheduled nurses will have priority over intermittent or nonpermanent nurses. Staff working at regular pay rate will have priority over overtime shifts. Nurse must work scheduled shifts during that pay period.

**9.8.1.1 Scheduling.** Unit manager will designate and post incentive shifts as far in advance as they deem necessary. Nurse will schedule incentive shifts with the unit manager or designee.

A nurse canceling an incentive shift will give twenty-four (24) hour notice (except in case of illness). Failure to do so may result in ineligibility for future incentive shifts.

Management reserves the right to cancel incentive shifts. Nurses calling in sick on incentive shifts will not receive sick pay.

**9.9 Certification Pay.** Nurses certified in a specialty area recognized by the Employer, as defined in section 4.10, shall receive a premium of one dollar twenty-five cents (\$1.25) per hour.

**9.10 Float Pool Premium.** Any full time or part time nurse with regularly scheduled shifts and hours designated to the Float Pool, shall receive a five dollar (\$5.00) per hour premium for all hours worked as a Float Pool nurse as part of the nurse's regular rate of pay.

**9.11 Temporary Floating Premium.** Effective upon ratification, all nurses who are assigned to float to a regular unit, other than their hired unit(s)/area(s), except for Designated Float Nurses, shall receive one dollar fifty cents (\$1.50) per hour float premium for all hours worked as a float to the other unit/area.

**9.12 BSN/MSN Premium.** Nurses who have a BSN or MSN shall receive a total premium of one dollar (\$1.00) per hour.

## Article 10 – Holiday and Vacation Time Off

**10.1 Holidays.** Holidays for nurses in the bargaining unit shall be as designated by the Employer and approved by the State of Washington for classified nurses of the Employer including UWMC-NW. The designated holidays are observed as shown on the Employer's staff holiday schedule:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday (3rd Mon Jan)
3. President's Day (3rd Mon Feb)
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Native American Heritage Day
11. Christmas Day
12. Personal Holiday

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

Holidays are prorated for part-time nurses. The Employer may designate other days or shifts to be observed in lieu of the above holidays.

To be paid for a holiday not worked, nurses must be in pay status for at least four (4) hours on the last scheduled work shift preceding the holiday.

**Holiday Pay Rules.** The following applies to the holidays listed in this Article:

**Full Time Nurse:**

- A. When the holiday falls on the full time nurse's regularly scheduled work day and is worked, the nurse will be paid holiday premium pay (one and one half) for all hours worked. The nurse will also receive eight (8) hours of holiday credit.
- B. When the holiday falls on the full time nurse's regularly scheduled work day and is not worked, the nurse will be paid eight (8) hours at the nurse's regular rate of pay. If the nurses shift is more than eight (8) hours, the nurse will be allowed to use compensatory time, holiday credit, vacation time off, or unpaid time off to complete the regularly scheduled work hours for the day.
- C. When the holiday falls on the nurse's regularly scheduled day off, the nurse will receive eight (8) hours of holiday credit.

**Part Time Nurse:**

- A. When the holiday falls on the part time nurse's regularly scheduled work day and is worked, the nurse will be paid holiday premium pay (one and one half) for all hours worked. The nurse will also receive the prorated to full time number of hours of holiday credit.
- B. When the holiday falls on the part time nurse's regularly scheduled work day and is not worked, the nurse will be paid the prorated to full time number of hours at the nurse's regular rate of pay.
- C. When the holiday falls on the part time nurse's regularly scheduled day off, the nurse will be paid the prorated to full time number of hours at the nurse's regular rate of pay.

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

### **Holiday Credit.**

- A. Holiday credit will be used and scheduled by the nurse in the same manner as vacation time off.
- B. Holiday Credit Cash Out: All holiday credit must be used by June 30 of each year. The nurse's holiday credit balance will be cashed out every June 30 or when the nurse leaves University employment for any reason. The nurse's holiday credit balance may be cashed out when the nurse:
  - 1. Transfers to a position in their department with different funding sources or,
  - 2. Transfers to a position in another department.

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.

### **10.1.1 Personal Holiday.**

- a. Each nurse may request one personal holiday each calendar year and the Manager must grant this day, provided:
  - i. The nurse has been continuously employed by the Employer for more than four (4) months;
  - ii. The nurse has made the request in accordance with the department scheduling guidelines; however, the nurse and the supervisor may agree upon an earlier date; and
  - iii. The number of nurses selecting a particular day off does not prevent providing continued public service.
- b. Entitlement to the holiday will not lapse when denied under a.i. above.

- c. Full-time nurses shall receive eight (8) hours of regular holiday pay for the personal holiday. Any differences between the scheduled shift for the day and eight (8) hours may be adjusted by use of vacation time off, use or accumulation of compensatory time or holiday credit as appropriate, or unpaid time off.
- d. Part-time classified nurses shall be entitled to the number of paid hours on a personal holiday that are pro-rated to their FTE.

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

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

**10.3 Vacation Time Off—Use.**

**10.3.1** All requests for vacation time off must be approved by the Employer in advance of the effective date unless used for emergency childcare.

**10.3.2** Vacation time off shall be scheduled by the Employer at a time most convenient to the work of the department, the determination of which shall rest with the employing official. As far as possible, time off will be scheduled in accordance with the wishes of the nurse in any amount up to the total of their accrued time off balance.

**10.3.3** Paid vacation time off may not be used in advance of its accrual.

Scheduling of vacations shall be the responsibility of supervision. When a vacation request is submitted eight (8) weeks or more in advance of schedule posting, that request shall be responded to within two (2) weeks of that request. Nurses shall not be required to secure their own coverage for any properly requested time off. Scheduled weekends during approved vacation periods shall not be rescheduled. However, schedules may be



adjusted to meet unit needs. The department shall receive input from the local unit before making changes to established department policies on vacation time off. 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.

**10.3.4 Peak Vacation Periods:** Peak vacation periods for the purposes of RN scheduling are June 16 through September 15 and Thanksgiving through January 1.

- a. From June 16 through September 15, vacations will be a maximum of two (2) calendar weeks, unless the clinical area or unit has a limit that exceeds two (2) calendar weeks or can accommodate more than two (2) calendar weeks. The two (2) calendar weeks may be taken consecutively if the RN requests two (2) consecutive weeks.
- b. From Thanksgiving through January 1, vacations will be a maximum of one (1) calendar week and may be inclusive of one major holiday unless the clinical area or unit has a limit that exceeds one (1) calendar week or can accommodate more than one (1) calendar week.
- c. Peak Period Vacation Scheduling: Peak period vacation requests will follow the schedule below unless the clinical area or unit has an existing procedure for vacation requests and responses:
  - i. 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.
  - ii. 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 (a) and (b) 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.

**10.4 Vacation Time Off – Accumulation-Excess.** A RN may accumulate a vacation balance that normally shall not exceed two hundred forty (240) hours. A RN may elect to accrue in excess of two hundred forty (240) hours provided:

**10.4.1** The excess accrued vacation time is used prior to the RN's anniversary date.

**10.4.2** The nurse has requested and 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.

**10.4.3** If a RN's request for vacation time off is denied by the Employer, the maximum of two hundred forty (240) hours accrual shall be extended for each month that the vacation time off is denied.

**10.5 Vacation Time Off – Cash Payment.** RNs who have completed six (6) continuous months of employment and who separate from service by resignation, layoff, dismissal, retirement or death are entitled to a lump sum cash payment for all unused vacation time off. Vacation time off payable under section 10.2, 10.3, and this section shall be computed at the RN's regular rate of pay. No contributions are to be made to the Department of Retirement systems for lump sum payment of excess vacation leave accumulated, nor shall such payment be reported to the Department of Retirement Systems as compensation.

**10.6 Vacation Time Off Donation.** In accord with state law and Employer policy, RNs may donate vacation time off as shared leave to any nurse eligible to receive such donations.

## Article 11 – Sick Time Off

### 11.1 Sick Time Off — Accrual.

**11.1.1** Full-time RNs shall accrue eight hours of sick time off for each month of completed classified service. Paid sick time off may not be used in advance of accrual.

**11.1.2** RNs working less than a full-time schedule shall accrue sick time off on the same pro-rata basis that their employment schedule bears to a full-time schedule.

**11.1.3** Employees with leave without pay exceeding 80 hours in a month (prorated for part-time) will earn a monthly accrual proportionate to the number of hours in pay status, in the month to that required for full-time employment. Sick leave accruals must not exceed eight hours in a month.

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

## 11.3 Sick Time Off—Use.

**11.3.1** Sick time off shall be allowed a nurse under the following conditions:

- a. Because of and during illness, disability or injury which has incapacitated the nurse from performing required duties.
- b. By reason of exposure of the nurse to a contagious disease during such period as attendance on duty would jeopardize the health of fellow 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 nurse to provide immediate necessary care of the patient or to make arrangements for extended care. The Employer may authorize sick time off use as provided in this subsection for other than family members.
- d. To care for a child under the age of eighteen (18) with a health condition that requires treatment or supervision, or to make arrangements for extended care.
- e. Because of illness or injury of a family member who is a person of disability and requires the nurse's presence to provide short-term care or to make arrangements for extended care.
- f. To provide emergency child care for the nurse's child.
- g. Because of a family member's death that requires the assistance of the nurse in making arrangements for interment of the deceased.
- h. For personal medical, dental, or optical appointments or for family members' appointments when the presence of the nurse is required, if arranged in advance with the employing official or designee.

**11.3.2** Sick time off may be granted for condolence or bereavement.

**11.3.3** In accordance with the Washington Family Care Act, RCW 49.12, RNs shall be allowed to use any or all of their choice of sick time off or other paid time off to care for their

- a. child with a health condition that requires treatment or supervision or
- b. spouse, parent, parent-in-law or grandparent who has a serious health condition or an emergency condition.

Nurses shall not be disciplined or otherwise discriminated against because of the exercise of these rights.

**11.3.4 Sick Time Off Verification.** The Employer may only request verification if you use or request to use paid sick time off after absences on (3) consecutive work days. Such verification or proof may be given to the supervisor/manager or Human Resources according to departmental policy.

**11.3.5** Any discrimination or retaliation against a nurse for lawful exercise of paid sick time off rights is not allowed. Corrective action may not be taken for the lawful use of paid sick time off.

**11.4 Bereavement Time Off.** Three (3) days of bereavement time off shall be granted for each death of a family member as defined in section 11.2, above.

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

**11.5 Sick Time Off Cash Out.**

1. Nurses shall be eligible to receive monetary compensation for accrued sick time off as follows:
  - a. In January of each year, and at no other time a nurse whose year-end sick time off balance exceeds four hundred and eighty (480) hours may choose to convert sick time off hours earned in the previous calendar year minus those used during the year to monetary compensation.
    - i. No sick time off hours may be converted which would reduce the calendar year-end balance below four hundred and eighty (480) hours.
    - ii. Monetary compensation for converted hours shall be paid at the rate of twenty-five percent (25%) and shall be based upon the nurse's current salary.
    - iii. All converted hours will be deducted from the nurse's sick time off balance.
  - b. Nurses who separate from state service due to retirement or death shall be compensated for their unused sick time off balance at the rate of twenty-five percent (25%). Compensation shall be based upon the nurse's salary at the time of separation. For the purpose of this subsection, retirement shall not include "vested out-of-service" nurses who leave funds on deposit with the retirement system.
2. Compensation for unused sick time off shall not be used in computing the retirement allowance; therefore, no contributions are to be made to the retirement system for such payments, nor shall such payments be reported as compensation.
3. A nurse who separates from the classified service for any reason other than retirement or death shall not be paid for accrued sick time off.

**11.6 Sick Time Off Donation.** In accord with state law and Employer policy, RN's may donate sick time off as shared leave to any nurse eligible to receive such donations under the Employer's Shared Leave Programs under APS 45.10 and 45.9.

**11.7 Advance Notification.** All nurses working any shift shall notify the Employer at least two (2) hours in advance of the nurse's scheduled shift if unable to report for duty as scheduled.

**11.8 Voluntary Employee Beneficiary Association (VEBA).** RNs who retire from the University of Washington may participate in the Employer's VEBA program in accord with the terms and conditions of the program at the time of the RN's retirement. Such terms and conditions may be found on the HR website at: <https://hr.uw.edu/benefits/retirement-plans/nearing-retirement/veba-sick-leave-cash-out-at-retirement/>

**11.9 Northwest Hospital Carryover.** NWH Carryover cannot be cashed out at retirement, will not be considered in the Annual Attendance Incentive Program, does not transfer outside of any UWMC-NW/UWMC-Montlake WSNA covered positions and will not transfer if the nurse takes a job with another state agency. Nurses who have this leave will be encouraged to use it to cover absences when appropriate before using UW Sick Time Off.

**11.10** UWMC-NW WSNA sick time off can be used for the illness, injury, and medical appointments of the individual nurse and their family member, and for other reasons as outlined in the current CBA. It can also be placed into a VEBA Health Reimbursement account at twenty-five percent (25%) of the cash value at retirement or paid at twenty-five percent (25%) of the cash value as part of the Annual Attendance Incentive Program (RCW 41.04.340) if certain conditions are met.

NWH Carryover can be used when the nurse is sick or under various other circumstances. However, it cannot be cashed out at retirement or as part of an annual incentive program.

## Article 12 – Medical and Insurance Benefits

**12.1 State Benefits.** Nurses in the UWMC-NW Bargaining Unit will be included in the same Public Employees Benefit Board authorized state-employee benefits and the same wellness plans as nurses at UWMC-Montlake in analogous employee types. Nurses will no longer receive a premium or credit for waiving any elements of coverage.

**12.2 Health Care Premiums.** For the 2021-2023 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected health care premium for each bargaining unit nurse 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.

**12.3 Medical Plans.** 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:

- a. In ways to support value-based benefits designs; and
- b. To comply with or manage the impacts of federal mandates.

Value-based benefits designs will:

- a. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
- b. Use clinical evidence; and
- c. Be the decision of the PEB Board.

**12.4 Medical Plan Expiration.** Article 12.3 will expire June 30, 2023.

**12.5 Plan Information.** The PEBB Program shall provide information on the Employer Sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.

**12.6 Life, Disability And Dental Plans.** The Employer will pay the entire premium costs for each bargaining unit nurse for dental, basic life, and any offered basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.

## **12.7 Wellness.**

**12.7.1** To support the statewide goal for a healthy and productive workforce, nurses are encouraged to participate in a Well-Being Assessment survey. Nurses will be granted work time and may use a state computer to complete the survey.

**12.7.2** The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled shall have the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

## **Article 13 – Leaves of Absence**

**13.1 In General.** All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days.

**13.2 Parental Leave.** A parental leave of absence shall be granted upon request of the nurse for a period of up to six (6) months after the birth of a child to the nurse, spouse or domestic partner, or because of the placement of a child with the nurse or domestic partner through

adoption or foster care, without loss of benefits accrued to the date such leave commences. Such leave shall be in addition to maternity leave granted for the temporary disability period resulting from pregnancy or childbirth. If the nurse's absence from work for family reasons does not exceed twelve (12) weeks, the nurse shall return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. Leave may be taken in a single block or by mutual agreement on an intermittent or reduced schedule basis. During the period of disability, the nurse may use previously accrued sick time off, vacation time off, personal holiday, holiday credit, or compensatory time, the combination of which may be determined by the nurse. During the parental leave portion, the nurse may take previously accrued vacation time off, personal holiday, holiday credit, compensatory time and up to eight (18) weeks (720) hours of sick time off, a combination of which may be determined by the nurse. Nurses must use all applicable accrued time off prior to going on unpaid time off unless it runs concurrently with Washington Paid Family and Medical Leave (PFML). Prior to the nurse returning from a leave of absence, the Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the nurse's capability to perform the work required of the position.

**13.3 Family and Medical Leave Act.** In the event the Family and Medical Leave Act (FMLA) provides a better benefit than those provided in sections 13.2 and 13.3, the appropriate provisions of the FMLA shall prevail.

**13.4 Military Spouse Leave.** Up to fifteen (15) days of unpaid time off will be granted to an eligible nurse (nurse who averages twenty (20) or more hours of work per week) whose spouse or state-registered domestic partner is on leave from deployment or before and up to deployment during a period of military conflict. The nurse must provide their supervisor with notice of the nurse's intention to take leave within five (5) business days of receiving official notice that the nurse's spouse will be on leave or of an impending call to active duty. This provision shall be administered in accordance with RCW 49.77.

**13.5 Military Leave With Pay.**

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

or pay.

C. During military leave with pay, the RN shall receive the RN's normal rate of pay.

D. Nurses required to appear during working hours for a physical examination to determine physical fitness for military service shall receive full pay for the time required to complete the examination.

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

**13.7 Leave with Pay.** Leave with pay shall not affect a nurse's compensation, accrued hours, benefits or status with the Employer.

**13.8 Return from Leave.** Nurses who return to work on a timely basis in accordance with an approved leave of absence agreement shall be entitled to the first available opening for which the nurse is qualified.

**13.9 Civil Duty Time Off.** All full-time and part-time nurses who are required to serve on jury duty or who are called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer for the difference between their jury duty/witness fee pay and their regular rate of pay. Nurses subpoenaed for proceedings not involving the Employer will be given unpaid release time.

**13.10 Leave Without Pay for Reason of Faith or Conscience.** In accordance with RCW 1.16.050, nurses will have the option to take up to two unpaid holidays per calendar year for a reason of faith or conscience, or for an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

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

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



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

### **13.11 Leave of Absence Without Pay.**

1. Leave of absence without pay may be allowed for any of the following reasons:
  - a. Conditions applicable for leave with pay;
  - b. Disability leave;
  - c. Educational leave;
  - d. Leave for government service in the public interest;
  - e. Parental leave;
  - f. Child care emergencies;
  - g. To accommodate annual work schedules of nurses occupying cyclic year positions;
  - h. Serious health condition of an eligible nurse's child, spouse, domestic partner (same sex or opposite sex) or parent.
2. Requests for leave of absence without pay must be submitted in writing to the Employer and must receive the approval of both the employing official and the personnel officer.
3. Leave of absence without pay extends from the time a nurse's leave commences until he/she is scheduled to return to continuous service, unless at the nurse's request the employing official and the personnel officer agree to an earlier date.
4. Vacation time off and sick time credits will not accrue during a leave of absence without pay which exceeds ten (10) working days in any calendar month.

**13.12 Bereavement Time Off.** Three (3) days of bereavement leave shall be granted for each death of a family member as defined in section 11.2.

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.

**13.13 Domestic Violence Leave.** Eligible nurses shall be entitled to take leave for domestic violence, sexual assault or stalking that the nurse has experienced, or to assist a qualifying family member who has experienced domestic violence, sexual assault or stalking. Leave under this provision shall be administered in accordance with RCW 49.76.

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

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

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

### **13.14 Disability Leave.**

**13.14.1** Disability leave shall be granted for a reasonable period to a permanent nurse who is precluded from performing their job duties because of a disability (including those related to pregnancy or childbirth). Disability leave includes a serious health condition of the nurse as provided in the federal Family and Medical Leave Act of 1993. (FMLA) Leave for disability due to pregnancy or childbirth is in addition to twelve (12) weeks under the FMLA.

**13.14.2** In any case in which the necessity for leave is foreseeable based on planned medical treatment, the nurse shall provide not less than thirty (30) days' notice, except that if the treatment requires leave to begin in less than thirty (30) days, the nurse shall provide such notice as is practicable.

**13.14.3** The disability and recovery period shall be as defined and certified by the nurse's licensed health care provider. The nurse shall provide, in a timely manner, a copy of such certification to the employer.

**13.14.4** Certification provided under this section shall be sufficient if it states:

- a. The date on which the condition commenced;
- b. The probable duration of the condition;
- c. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
- d. A statement that the nurse is unable to perform the essential functions of their position.

**13.14.5** The employer may require, at its expense that the nurse obtain the opinion of a second health care provider designated or approved by the employer. The health care provider shall not be employed on a regular basis by the employer.

**13.14.6** In any case in which the second opinion differs from the original certification, the employer may require, at its expense that the nurse obtain the opinion of a third health care provider designated or approved jointly by the employer and the nurse. The opinion of the third health care provider shall be final and binding.

**13.14.7** The employer may require that the nurse obtain subsequent re-certifications on a reasonable basis.

**13.14.8** Disability leave may be a combination of sick time off, vacation time off, personal holiday, holiday credit, compensatory time, and unpaid time off and shall be granted at the written request of the nurse. The combination and use of paid and unpaid time off during a disability leave shall be per the choice of the nurse.

**13.14.9** The Employer shall maintain health care coverage during disability leave granted here, in accordance with the requirements of the Public Employee's Benefits Board (PEBB), FMLA, and PFML. As specified in the FMLA and PFML, the Employer may recover the premium for maintaining coverage during the period of unpaid disability leave if the nurse does not return to work.

**13.14.10** If necessary due to continued disability, the nurse shall be allowed to use eight (8) hours of accrued paid time off per month for the duration of the leave to provide for continuation of benefits as provided by the PEBB. The employer shall designate on which day of each month the eight (8) hours paid time off will be used.

**13.15 Workers Compensation Leave:** Nurses who suffer a work related injury or illness that is compensable under the state worker's compensation law may select time loss compensation exclusively or a combination of time loss compensation and accrued paid time off.

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

### **13.16 Leave Due to Family Care Emergencies.**

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

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

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

## Article 14 – Family Medical Leave Act and Parental Leave

**14.1 Leave Procedure.** All leaves as delineated in sections 13.1 through 13.16 above are to be requested from the Employer in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by Human Resources within thirty (30) days except as otherwise provided in this Article.

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

Consistent with the federal Family and Medical Leave Act of 1993, a nurse who has worked for the state for at least twelve (12) months and for at least one thousand two hundred and fifty (1250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve work weeks of leave per year for any combination of the following:

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

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

**14.3 Family Medical Leave Eligibility.** The amount of family medical leave available to a nurse is determined by using a rolling twelve (12) month period. The rolling twelve (12) month period measures FMLA leave availability by “looking backward” from the date a nurse begins FMLA leave, adding up any FMLA leave used in the previous twelve (12) months, and subtracting that amount from the nurse’s twelve (12) workweek FMLA leave entitlement. The remaining amount is available to the nurse.

**14.4 Family Medical Use with Other Benefits.** The nurse shall use appropriate accrued paid time off (for example, sick time off, compensatory time, shared leave, personal holiday, holiday credit, vacation time off) before unpaid time off for absences is granted in accordance with the Family and Medical Leave Act unless it runs concurrently with Washington Paid Family and Medical Leave (PFML).

A nurse may choose to retain up to eighty (80) hours of vacation or sick time off while on leave. Vacation and sick time off that have been requested and approved prior to the request for the use of FMLA will not be considered when requiring nurses to use leave during FMLA-covered leave. Requiring nurses to use leave during an FMLA-covered leave does not apply during an absence covered by the Washington Paid Family and Medical Leave Program (PFML).

**14.5 FMLA Medical Insurance.** The Employer will continue the nurse’s existing employer-paid health insurance benefits during the period of leave covered by FMLA. If necessary, due to continued personal medical or parental leave approved beyond the FMLA period, or if the nurse is not eligible for FMLA, the nurse may elect to use eight (8) hours of accrued applicable paid leave for continuation of employer paid health insurance benefits while on approved personal medical or parental leave.

**14.6 FMLA Use.** FMLA leave may be taken intermittently or as part of a reduced work schedule when medically necessary.

**14.7 FMLA Return to Work.** Following an absence granted for FMLA leave, the nurse shall return to the same or equivalent position held prior to the absence.

**14.8 Family and Medical Leave Act – Leave to Care for an Injured Service Member.** An eligible nurse is entitled to up to twenty-six (26) weeks of unpaid leave during any single twelve (12)-month period to care for a spouse, state-registered domestic partner, son, daughter, parent or next of kin with a serious injury or illness when the injury or illness is incurred by an active duty member of the military while in the line of duty. A covered service member is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. The single twelve (12) month period begins on the first day the nurse takes leave for this reason and ends twelve (12) months later. An eligible nurse is limited to a combined total of twenty-six (26) weeks of

leave for any FMLA-qualifying reason during the single twelve (12) month period. Only twelve (12) of the twenty-six (26) week total may be used for an FMLA-qualifying reason other than to care for a covered service member. This provision shall be administered in accordance with U.S. Department of Labor regulations.

**14.9 Family and Medical Leave Act – Qualifying Exigency Leave.** An eligible nurse is entitled to up to a total of twelve (12) weeks of unpaid leave during a rolling twelve (12)-month period because of any qualifying exigency as defined by the Department of Labor arising out of the fact that the spouse, state-registered domestic partner, son, daughter or parent of the nurse is on active duty, or has been notified of an impending call or order to active duty of a contingency operation. Exigency leave under the FMLA is available to a family member of a service member in the National Guard or Reserves; it does not extend to family members of service members in the Regular Armed Forces. This provision shall be administered in accordance with U.S. Department of Labor regulations.

## Article 15 – Committees

**15.1 Conference Committee.** The Employer, jointly with the elected representatives of the nurses, shall establish a Conference Committee to assist with personnel and other mutual problems. The purpose of the Conference Committee shall be to foster improved communications between the Employer and the nursing staff. The function of the committee shall be limited to an advisory rather than a decision-making capacity. The committee shall be established on a permanent basis and shall consist of four (4) representatives of the Employer and four (4) representatives of WSNA. One of the Employer representatives shall be the Director of Clinical Service. All members of the committee shall be nurses of the Hospital. Representatives on the Conference Committee may request meetings of the Committee to discuss nurse staffing issues and suggestions for constructive improvement relating to utilization of nursing personnel.

**15.2 Nurse Staffing Committee.** The purpose of the Nurse Staffing Committee is to ensure quality patient care, support greater retention of registered nurses and promote evidence based nurse staffing. This Committee establishes a mechanism whereby direct care nurses and hospital management can participate in a joint process regarding decisions about nurse staffing to include fulfillment of the requirements of RCW 70.41.420 et seq. In addition, the Nurse Staffing Committee will respond to nurse staffing complaints in accordance with RCW 70.41.20 et seq. The Nurse Staffing Committee will consist of ten (10) registered nurses currently providing direct patient care (one half of the committee) and a minimum of five (5) hospital administrative staff (up to one-half (1/2) of the total membership). All units are encouraged to have representation.

**15.3 Compensation.** All time spent by nurses on Employer established committees (including ad hoc or subcommittees) where attendance is required, and all time spent by members of the Conference Committee, Workplace Violence Prevention Committee Nurse Staffing Committee, and Employee Safety Committee will be considered time worked and will be paid at the appropriate contract rate. Time which is spent by the nurse outside of the regular work day on non-contract, Employer established committees will be compensated time when authorized by Nursing Administration.

## Article 16 – Staff Development

### 16.1 Staff Development.

The purpose of orientation is to provide an introduction to the philosophy, standards and systems of the Hospital and nursing department. Orientation also provides an opportunity for newly hired nurses to socialize into their role through development of working relationships with peers and other colleagues. Orientation will consist of a combination of classroom, clinical and self-directed learning experiences designed to assist the newly hired registered nurse to function independently in their role as bargaining unit nurses. Each unit has a unit specific skills list that is used in the orientation process

### 16.2 Continuing Education.

A regular and ongoing continuing education program shall be maintained and made available to all shifts and to all personnel with programs posted in advance. The posting will state whether or not attendance is mandatory or voluntary. If the program is voluntary, time for continuing education shall be considered as release from shift, not time worked beyond a shift. If mandatory, and the nurse is not released, the time will be treated as time worked beyond a shift and paid accordingly.

1. The purpose of continuing education shall be:
2. to promote the safe and intelligent care of the patient;
3. to develop staff potential; and
4. to create an environment that stimulates learning, creativity, and personal satisfaction.

Topics to be offered will be determined by discussions between nurses and the education department. The objectives of continuing education shall be: to review the philosophy, objectives and functions of continuing education in light of needs of personnel, nursing department and nursing care; to provide ongoing education programs which will enhance patient care; to review current nursing care trends. Continuing education programs will be scheduled in an effort to accommodate varying work schedules. Nurses required by the Employer to attend continuing education during off -duty hours will be paid at the applicable rate of pay. The Employer will make a good faith effort to provide contact hours for continuing education/educational programs.

### **16.3 Job Related Study.**

After one (1) year of continuous employment, permission may be granted for leave of absence without pay for job related study, without loss of accrued benefits, providing such leave does not jeopardize UWMC-NW service.

### **16.4 Approved Expenses.**

When the Employer requires the nurse to participate in an educational program (which shall exclude programs for maintaining licensure and specialty certification), the Employer will pay approved expenses that are directly related to the program.

### **16.5 Education Professional Leave.**

The Employer will grant forty (40) 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 16.5 and 16.6 only, .9 FTE and above shall be considered full time. 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-NW;
- c. meetings and committee activities of the nurses' respective professional associations which are designed to develop and promote programs to improve the quality and availability of nursing service and health care;
- d. those in-service educational programs attended on a voluntary basis; and
- e. educational programs necessary to maintain licensure or certification.

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

Nurses may apply in advance for educational and professional leave granted for on-line or other self-study (CEARP approved educational offering). 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.

**16.6 Education Support Funds.** In support of the Employer's commitment to continuing professional nursing education and development, the Employer will establish continuing education funds to assist permanent nurses with continuing education expenses including but not limited to certification fees, re-certification fees, books, magazines, seminars, tuition for



college courses, audio or video cassette courses, and conference registration. Such assistance will be subject to Nurse Manager's approval of the subject matter and the nurse's successful completion of the coursework.

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

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

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

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

**16.9 Education Funds Tracking.** The Employer shall track, by Unit, the following:

1. The amount of educational funds requested;
2. The number of education leave hours requested;
3. The number of education leave hours granted;
4. The amount of educational funds granted;

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

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

## Article 17 – Grievance Procedure

**17.1 Grievance Defined.** A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

**17.2 Time Limits.** Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday, Sunday or a holiday designated in paragraph 10.1 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of a nurse to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the nurse.

**17.3 Grievance Procedure.** It is the desire of both the Employer and WSNA that grievances be adjusted informally whenever possible and at the lowest possible level of supervision. However, all grievances involving Final Disciplinary Counseling, Demotion, and Dismissal shall begin at the third step of the grievance process. A grievance shall be submitted to the following grievance procedure:

**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 WSNA or the nurse designee agree to cite the sections of the Agreement that allegedly have been violated.

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

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

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

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

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

**17.4 Association Grievance.** WSNA may initiate a grievance if the grievance involves a group of nurses and if the grievance is submitted in writing within twenty-one (21) calendar days from the date the nurses became aware of the facts giving rise to the grievance.

## Article 18 – Management Responsibilities

**18.1 Management Rights.** WSNA recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently, and economically, and/or meeting medical emergencies. WSNA further recognizes the right of the Employer to operate and manage the hospital including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct nurses and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire nurses; to promote and transfer nurses; to discipline, demote or discharge nurses for just cause, provided

however, the Employer reserves the right to discharge any nurse deemed to be incompetent based upon reasonably related established job criteria and exercised in good faith; to layoff nurses for lack of work; to recall nurses; to require reasonable overtime work of nurses; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

## Article 19 – Uninterrupted Patient Care

It is recognized that the Hospital is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the nurse and WSNA. During the term of this Agreement, neither WSNA nor its members, agents, representatives, nurses or persons acting in concert with them shall incite, encourage or participate in any strike, sympathy strike, picketing, walkout, slowdown, sick out or other work stoppage of any nature whatsoever. In the event of any such activity, or a threat thereof, WSNA and its officers will do everything within their power to end or avert same. Any nurse participating in any such activity will be subject to immediate dismissal.

## Article 20 – General Provisions

**20.1 State and Federal Laws.** This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and Association shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

**20.2 Amendments.** Any change or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

**20.3 Complete Understanding.** Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement all had the unlimited right and opportunity to make demands and proposals with

respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and WSNA, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically discussed during negotiations 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.

**20.4 Successors.** This Agreement shall be binding upon any successor Employer. The Employer shall have the affirmative duty to call this provision to the attention of any successor organization.

**20.5 Frivolous Reporting.** The Employer shall not report or cause a report to be made which involves an action by a registered nurse covered by this Agreement to the Board of Health, or Nursing Commission which is not reasonably required by law.

**20.6 Past Practices.** Any and all agreements, written and verbal, previously entered into by the parties hereto are in all things mutually cancelled and superseded by this Agreement. Certain benefits and practices presently exist which are not specified in this Agreement, and it is understood that their continuation for the term of this Agreement is not required or guaranteed. Unless specifically provided herein to the contrary, prior benefits and past practices shall not be binding on the Employer.

## 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 nurses who demote as part of corrective action.

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

**Use of seniority within a Department** – Bargaining unit seniority may be exercised within a department as follows:

- Seniority, when used within a department, will be computed and exercised consistently within the RN2 and RN3 job classifications. Nurses who transfer to another department

will be granted fifty percent (50%) of their bargaining unit seniority not to exceed the median number of years of employment on the unit.

- Nurses who transfer units recoup one hundred percent (100%) of their pre-transfer bargaining unit seniority after eighteen (18) months on the new unit.
- Bargaining unit nurses who accept management roles and then return to their former bargaining unit position recoup one hundred percent (100%) of their pre-management bargaining unit seniority. Nurse Managers moving to bargaining unit positions for the first time have no accumulated seniority.

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

**21.1 Posting.** When a job opening occurs on a department, it will be posted in the department for seven days per agreed upon department procedures, e.g. e-mail, posting notebook, bulletin board. After seven (7) days, the position will be posted house-wide in addition to being posted externally.

**21.2 Internal Department Transfer.** Nurses who are regularly assigned to a specific department will be given preferential consideration for transfer to other shifts or positions in that department before other nurses except more senior nurses returning from layoff status to a previous department and shift.

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

**21.3 Transfer To Another Department.** Requests for transfer to another department 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 department to another. All other factors relevant to the position being equal, seniority will be the determinant in such decisions.

**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 department, Nursing Personnel, the Nursing and Outpatient administrative office and the Personnel Department.

**21.5 Reallocation.** Upon reclassification the new progression start date shall be the first of the current month for effective dates falling between the first and fifteenth of the month and the first of the following month for effective dates falling between the sixteenth and the end of the month.

**21.6 Trial Service.** Nurses who transfer, promote, or voluntarily demote within the bargaining unit shall serve a trial service period. Paid or unpaid time off taken during the six (6) month trial service period shall extend the length of the trial service period by the amount of paid or unpaid time off taken on a day-for-day basis. Either the Employer or the nurse may end the appointment by providing notice. A nurse serving a trial service period may voluntarily revert to their former permanent position within six (6) weeks of the appointment, provided that the position has not been filled by a bargaining unit nurse or an offer has not been made to an applicant. After six (6) weeks nurses may revert to their former position with Employer approval. In the event the former position has been filled with a permanent nurse, the nurse will be placed on the rehire list.

**21.7 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 position for a period of five (5) or more scheduled working days within the nurse's standard work period as specified in Article 7, Section 2, they shall be paid a temporary hourly increase (THI) of at least five percent (5%) over the present salary but not to exceed the maximum of the range for the higher classification. Said increase shall be paid beginning with the first day and to include the days working such assignment. Such assignments must be by mutual agreement.

## Article 22 – Nonpermanent and Intermittent (Formerly Per Diem) Nurses

Only the language in this article applies to the Nonpermanent and Intermittent Registered Nurses at UWMC-NW and shall constitute the whole agreement between WSNA and the Employer regarding these nurses, with the exceptions noted within this article with the exceptions noted within this article.

**22.1 Definition.** A Nonpermanent position can be created when any of the following conditions are met:

- A. The UW is recruiting to fill a vacant position with a permanent position;
- B. The UW needs to address a short-term immediate workload peak or other short-term needs;
- C. The UW is not filling a position with a permanent position due to the impending or actual layoff of a permanent employee(s);
- D. The UW is filling positions when a worker is on a leave-of-absence; or
- E. Temporary project.

**Intermittent Positions.** An Intermittent position exists when the nature of the work is sporadic and does not fit a particular pattern.

### **22.1.1 Types of Nonpermanent Positions:**

- A. There are two types of Nonpermanent positions: (i) Nonpermanent Hourly, and (ii) Nonpermanent Fixed Duration.
- B. The initial duration of a Nonpermanent Hourly and Nonpermanent Fixed Duration appointment cannot exceed twelve (12) months from the hire date but may be extended to no more than twenty-four (24) months if *any of* the conditions in 22.1.1 (A-E) still exist. Individuals may receive consecutive Nonpermanent Fixed Duration or Hourly appointments as long as:
  - i. Any subsequent appointment is to a different position; or
  - ii. The multiple positions are cyclical in nature but last fewer than nine (9) months during any consecutive twelve (12) month period.

### **22.2 Nonpermanent and Intermittent Registered Nurses.**

- A. Job Class: Registered Nurse Bargaining Unit:
  - (22940) Registered Nurse 2 (NE H NI WSNA UWMC Northwest)
  - (23052) Registered Nurse 3 (NE H NI WSNA UWMC Northwest)
  - (22941) Charge Nurse (NE H NI WSNA UWMC Northwest)

### **22.3 Hiring Practices for Nonpermanent Nurses**

- A. New nonpermanent positions will be posted when business need exists.
- B. Orientation time will be individually determined based on the unit and the nonpermanent nurse's experience.
- C. A written notification will be used to specify initial conditions of hiring (including rate of pay, unit and shift if applicable).
- D. Conclusion of the appointment will be at the discretion of the University, including termination of appointment prior to its originally intended expiration date, and will not be subject to Articles 17 (Grievance Procedure) and Article 6 (Seniority) of the contract.
- E. If the employee is not a permanent state employee, the employer must give one work days' notice prior to conclusion of the appointment. A Nonpermanent appointment may be terminated immediately with pay in lieu of the one work day of notice required for Nonpermanent Employees.
- F. If at any time during a Nonpermanent appointment, a short-term workload peak or other short term need becomes ongoing and permanent in nature, the Employer must take action to fill the position on a permanent basis.

### **22.4 Probationary Period Upon Movement from Nonpermanent or Intermittent to Regular.**



- A. A Nonpermanent or Intermittent Employee hired into a regular bargaining unit position is required to serve a probationary period.
- B. A Nonpermanent or Intermittent Employee who is hired into a regular position in the same job classification in the same unit without a break in service through open recruitment will have their Nonpermanent or Intermittent hours of service apply toward their probationary period up to a maximum of three (3) of the six (6) month probationary period.
- C. The Employer may convert a Nonpermanent or Intermittent position into a permanent position if the Employer used a competitive process to fill the Nonpermanent or Intermittent position or if the Nonpermanent or Intermittent position was filled using a veteran placement program. In such circumstances the employee will serve a probationary or trial service period, whichever is applicable.

## 22.5 Hours of Work and Overtime

- A. **Work Shift.** Shift length will be determined by the unit's needs. 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.
  - 1. Nonpermanent and Intermittent staff will follow unit scheduling guidelines.
- B. Scheduled shifts are counted in the staffing parameters and cannot be removed once the schedule is posted, unless by trade or due to illness or pursuant to local, state and federal law.
- C. For units that utilize call, an on-call shift counts as a worked occurrence/availability for purposes of the availability requirements.
- D. **Overtime:** Hours of work for nurses shall be established by the employing official. Overtime hours will be compensated at a rate of one-and-one-half (1- 1/2) times the nurse's regular rate of pay.
- E. **Minimum Work Availability.** The minimum work availability for Nonpermanent and Intermittent 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 time off.
- F. **Weekend Availability Minimum.** Unit Nonpermanent and Intermittent nurses must provide availability for one (1) 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.

- G. The Employer shall determine and post Nonpermanent and Intermittent schedules at least ten (10) days prior to the scheduled work period.
- H. Open shifts are posted after the monthly schedule is posted. Once a Nonpermanent and Intermittent nurse signs up for an open shift, the nurse will be notified of approval or denial within seventy-two (72) hours.
- I. **Holiday Availability.** The requirements for holiday availability will be determined at the unit level by the manager. Unit Nonpermanent and Intermittent nurses will be notified of the holiday requirements for the unit they are assigned to. Nonpermanent and Intermittent nurses shall be required to be available for one holiday per year.
- J. Each year, the Nonpermanent and Intermittent nurse appointment will be reviewed and renewed as applicable. Nurses out of compliance with the above minimums may have their Nonpermanent and Intermittent appointment terminated. Notwithstanding the above, if a Nonpermanent and Intermittent 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.
- K. Except as provided below, Nonpermanent and Intermittent nurses shall not be terminated except for just cause. Nonpermanent and Intermittent nurses must work a cumulative 1,872 non-overtime hours or more from their date of hire in continuous employment with the University. The parties agree to adhere to the grievance process as outlined in Article 17 of the WSNA UWMC-NW CBA. If a nurse is not meeting performance expectations, they will be given an action plan outlining the identified issues. The parties agree to start at Step Two for terminations.

## 22.6 Cancellation

- A. Nonpermanent and Intermittent nurse cancellation will follow the contract language in Section 6.12 of the WSNA – UW NW CBA.
- B. Once the schedule is posted or an extra shift is approved, the Nonpermanent and Intermittent nurse shall not self-cancel.
- C. A Nonpermanent and Intermittent nurse that is placed on low census under Section 6.12 of the WSNA – UW NW CBA shall be not placed on standby except by mutual consent. A shift where low census occurs still counts towards minimum shift availability.

## 22.7 Compensation and Premium Pay.

Nonpermanent and Intermittent nurses shall receive longevity increments and shall be eligible for standby pay, callback pay, shift differentials, weekend premium pay, certification pay, BSN premium and incentive shift premium. Nonpermanent and Intermittent nurses are not eligible for other premiums outlined in this contract. A full-time or part-time nurse who changes to Nonpermanent and Intermittent status shall retain seniority and benefits pending return to

regular status. Seniority shall not apply while on Nonpermanent and Intermittent status. After return to full-time or part-time status, previously accrued seniority and benefit accruals shall be reinstated for wage and benefit eligibility purposes.

- A. The rate of pay for employees under this Article must be placed on a salary step within the range for the classified title that best fits the work.
- B. The progression start date shall be established as follows:
  - a. The first of the current month for actions occurring between the first and the fifteenth of the month; or,
  - b. The first of the following month for actions occurring between the sixteenth and the end of the month.

C. **Annual Salary Adjustment.** Annual salary adjustments up to the top automatic step will be administered the same as regular positions in the same classification.

Intermittent and Nonpermanent Nurses hired or offered a position in writing prior to October 1, 2022 will continue to receive the 6% recruitment and retention premium until the nurse leaves employment or is hired into a position that is not eligible for the premium.

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

E. **Standby Premium.** Employees placed on standby status off the 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 of time and one-half (1 ½ X) the nurse's regular rate for a minimum work period of two (2) hours.

F. **Training.** Employees that are required to schedule and participate in mandatory education by their department and will be compensated at the appropriate rate of pay. Tuition for required education will be provided by the Employer. Attendance at staff education days and mandatory staff meetings is required. If an employee falls out of compliance with competencies or testing requirements (e.g., TB testing, CPR, NRP), they will not be scheduled until the deficiency is corrected.

## 22.8 Holidays and Holiday Credit

A. Employees in Nonpermanent Fixed Duration positions will be paid for holidays and receive holiday credit per Article 10 Holiday and Vacation Time Off.

- B. Holiday credit is a balance of time off that is received in lieu of holiday compensation for employees in Nonpermanent Hourly and Intermittent positions. Holiday credit accrual is proportionate to the number of hours in pay status (excluding overtime hours) in the same month of the holiday to that required for full-time (1.0 FTE) employment, excluding all holiday hours. Holiday credit accrual will be calculated at the end of the month. Employees in Nonpermanent Hourly and Intermittent positions hired during the month of the holiday will not receive credit for holidays that occur prior to their hire date.
- C. Employees in Nonpermanent Hourly and Intermittent positions shall be paid for holiday credit in accordance with Article 10 Holiday and Vacation Time Off.

**22.9 Holiday Premium.** If an employee works one of the following holidays, they will receive time and one half (1 ½) for all hours worked on that holiday: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Native American Heritage Day, and Christmas Day.

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

### **22.10 Personal Holiday**

- A. Employees in Nonpermanent Fixed Duration positions will receive a personal holiday per Article 10.1.1 Personal Holiday.

Employees in Nonpermanent Hourly and Intermittent positions earn a personal holiday at a rate proportionate to the number of hours in pay status (excluding overtime hours) in the same month when the personal holiday is requested to that required for full-time (1.0 FTE) employment, excluding all holiday hours. The value of the Personal Holiday cannot exceed eight (8) hours.

### **22.11 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 nonpermanent or intermittent nurse who is separated may, within twenty-one (21) days of the action, request a meeting with a representative of WSNA, human resources, and the manager of the department or designee to discuss the action. A meeting will be promptly scheduled.

### **22.12 Sick Time Off.**

- A. Employees in Nonpermanent Fixed Duration positions will accrue sick time off per Article 11 Sick Time Off.
- B. Employees in Nonpermanent Hourly and Intermittent positions will earn a monthly sick time off accrual proportionate to the number of hours in pay status (excluding overtime hours) in the month to that required for full-time (1.0 FTE) employment. Sick time off accruals cannot exceed eight (8) hours in a month.
- C. Accrued sick time off may be used
  - 1. in accordance with Article 11.2, 11.3, and 11.7;
  - 2. for the suspension of operations when the nurse's workplace has been closed by a public health official for any health related reason; and
  - 3. when the nurse's child's school or day care has been closed by a public health official for any health related reason.
- D. Paid sick time off will not count as work hours for the purpose of calculating overtime.
- E. When calling in ill, the reserve nurse will follow the contract language.

### **22.13 Vacation Time Off**

- A. Employees in Nonpermanent Fixed Duration positions will accrue and use vacation time off per Article 10 Holiday and Vacation Time Off.
- B. Employees in Nonpermanent Hourly and Intermittent positions will earn a monthly vacation time off accrual proportionate to the number of hours in pay status (excluding overtime hours) in the month to that required for full-time (1.0 FTE) employment.
- C. Employees in Intermittent positions will receive vacation time off accrual rate increases in accordance with the accrual schedule in Article 10 Holiday and Vacation Time Off.
- D. Employees in Nonpermanent and Intermittent positions are subject to the maximum vacation time off accrual rules as outlined in RCW 43.01.044 for classified employment.

**22.14 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 Employer Policy, Article 13, and Article 14.

### **22.15 Expectations**

- A. Unit nonpermanent or intermittent nurses are expected to be competent to care for all appropriate patient populations as defined by individual units
- B. Nonpermanent or intermittent nurses must complete mandatory competencies and testing in the required timeframe:
  - 1. If nonpermanent or intermittent nurses fall out of compliance with competencies or testing requirements (e.g., TB testing, CPR, NRP), they will not be scheduled until the deficiency is corrected.

- C. Attendance at staff education days and mandatory staff meetings is required. Staff education days, required education and/or staff meetings count toward the required minimum work availability shifts.
- D. Per diem nurses may trade shifts per unit guidelines.

## **22.16 Other Provisions Applicable to Per Diems**

Recognition, Dues Deduction, Definitions (except Probationary Period), Rest periods/breaks, Wages, Employment Practices (except 5.7 Performance Evaluations and 5.6 Floating), Grievance Procedure (non-corrective action only), and Workers Compensation Leave. MOU- Salary Overpayment and Recovery.

## **Article 23 – Release Time**

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

- a. If nurses are scheduled on the dayshift of the negotiations, they can request release for all or part of their shift. If hours spent bargaining are less than the scheduled hours, nurses may request to use benefit time, trade hours to meet FTE, or return to the unit after negotiations to fulfill the scheduled hours with management approval.
- b. If the nurse is scheduled on the night shift, the nurse may request release from the shift immediately before or immediately after negotiations. If hours spent bargaining are less than the scheduled hours, nurses may request to include use benefit time, trade hours to meet FTE, or return to the unit after negotiations to fulfill the scheduled hours with management approval.
- c. With management approval, nurses will be paid at their appropriate rate of pay for hours in bargaining over their designated FTE.
- d. The WSNA Nurse Representatives will request release for nurses at least seven (7) days in advance of the meeting date unless the meeting is scheduled sooner, in which case WSNA will notify the Employer as far in advance as possible. WSNA will supply the Employer with the names of the nurses who have participated in negotiations, along with the number of hours spent in negotiations and caucus.
- e. Unless agreed otherwise, the parties agree to begin bargaining within thirty (30) calendar days of receipt of the request to bargain. A valid request to bargain must include at least three (3) available dates and times to meet.
- f. Release time is contingent on approval by the nurse's manager or designee.
- g. For demand to bargain during the administration of the collective bargaining agreement, no more than four (4) nurses will be paid per bargaining session.

## **Article 24 – Duration**

**24.1 Term.** This Agreement shall become effective July 1, 2021 and shall remain in full force and effect to and including June 30, 2023, unless changed by mutual consent. Should WSNA desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. Upon receipt of such notice, negotiations shall commence. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless the parties mutually agree to extend the Contract.

## Appendix A – Training Agreement

UWMC-NW wishes to promote professional growth and development by providing residency and specialty training for nurses. This agreement is an understanding that considers a service commitment in return for such training programs.

### Training Program Understanding:

1. Commencing with the end of the residency program, the nurse agrees to work for a period of one (1) year at a minimum of 0.8 FTE in the practice area for which training was provided (service commitment). Commencing with the end of a specialty training program, the nurse agrees to work for a period of eighteen (18) months at a minimum of 0.8 FTE in the practice area for which training was provided (service commitment).
  - a. The service commitment will start from the date the nurse satisfactorily completes the training program and is counted as part of the regular staffing of the unit.
  - b. This date shall be extended to reflect any leave of absence that may occur during the time period.
2. If the nurse resigns prior to completing the training program, the nurse agrees to reimburse the Employer one hundred dollars (\$100.00) for each week of completed training up to a maximum of six hundred dollars (\$600.00).
3. If the nurse transfers or resigns from the designated position prior to fulfilling the service commitment in Childbirth Center (CBC) or Perioperative (Periop) Services, the nurse agrees to reimburse the Employer one hundred fifty dollars (\$150.00) for each month of service not completed.
4. If the nurse transfers or resigns from the designated position prior to fulfilling residency or specialty training service commitment in all other areas, the nurse agrees to reimburse the Employer one hundred twenty-five dollars (\$125.00) for each month of service not completed.
5. Exclusions to this reimbursement agreement include discharge for cause, transfer by mutual agreement, and personal hardship. The personal hardship exception will be submitted to the Conference Committee for resolution.

Prior to entering the training program, the nurse will sign a letter confirming voluntary acceptance of the training, service and reimbursement obligations.

## Appendix B – Ten Hour Work Schedule

1. A “ten (10) hour” work schedule shall refer to any nurse who has voluntarily signed a ten (10) hour innovative schedule agreement and is regularly scheduled to work one (1) or more ten (10) hour shifts per week.
2. Ten (10) hour nurses required to work on a holiday shall be paid one and one-half (1-1/2) times the regular rate of pay.
3. Ten (10) hour nurses shall accumulate paid annual leave and sick leave based upon hours worked. Sick leave benefits shall accumulate from date of hire. Eligibility for use of sick leave and paid annual leave shall commence after completion of the probationary period. For purposes of sick leave and vacation, ten (10) hours constitutes one (1) work day.
4. Ten (10) hour nurses working four (4) or more hours between the hours of 15:00 and 23:00 on the evening shift shall be paid evening shift differential for those hours worked on the second shift. Nurses assigned to work four (4) or more hours between the hours of 23:00 and 07:00 on the night shift shall be paid a night shift differential for those hours worked on the third shift.
5. Ten (10) hour nurses shall be paid overtime compensation in accordance with section 7.5 of the Employment Agreement for all time worked beyond ten (10) consecutive hours per day or any hours worked beyond forty (40) hours in the designated seven (7) day period.
6. In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least ten (10) hours off duty between shifts. This section shall not apply to standby and callback assignments performed pursuant to Article 9.
7. The Employer retains the right to discontinue this innovative schedule and to revert back to a normal eight (8) hour or twelve (12) per day schedule after at least forty-five (45) days' advance notice to the nurse. Ten (10) hour nurses who would like to discontinue working an established ten (10) hour work schedule and whose performance has been satisfactory shall be guaranteed the first available eight (8) or twelve (12) hour position for which the nurse is qualified, provided that a more senior, qualified nurse has not requested the position.
8. The ten (10) hour staffing pattern may be utilized within the Hospital with the consent of the individual nurse and unit manager affected.
9. Provisions of the Employment Agreement inconsistent with the foregoing are hereby superseded with respect to nurses working the ten (10) hour work schedule. All other benefits and provisions not inconsistent with the foregoing shall apply to ten (10) hour nurses.

## Appendix C – Twelve Hour Shifts



In accordance with Section 7.3 of the Agreement between the Employer and WSNA, nurses may, on an individual basis, agree to work a twelve (12) hour shift schedule. All existing contractual provisions shall apply unless otherwise provided for herein.

**Work Day.** The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of twelve and one-half (12-1/2) hours to include one (1) thirty (30) minute unpaid lunch period. Rest periods shall be permitted in accordance with state law, with fifteen (15) minutes in each four (4) hours of work.

**Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Nurses working this twelve (12) hour shift schedule shall be paid overtime compensation at the rate of one and one-half times (1-1/2x) the regular rate of pay for the first two (2) hours after the end of the twelve (12) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. All time worked beyond fourteen (14) consecutive hours worked shall be paid at the rate of double time (2x). Nurses who agree to a schedule of mixed eight (8) and twelve (12) hour shifts shall receive overtime compensation pursuant to Section 7.5 of this Agreement.

**Time Off Between Shifts.** In scheduling work assignments, the Employer will provide each nurse with at least eleven (11) hours off duty between shifts, unless otherwise requested by the nurse, or pay the nurse one and one-half times (1-1/2x) the nurse's regular rate for all time worked within this eleven (11) hour period.

## Appendix D – Clinical Clusters Pertaining to Article 6 – Seniority

Clinical Clusters are as follows:

**Cluster One.** 5 Med Tele, 4 Med Surg, MSE, 2E, Vascular Access Team, Outpatient Infusion, SCN, CBC, Inpatient Float Pool, In-patient psych, PSA

**Cluster Two.** SCU, ICU, ED, PACU (Main and OSC), CPU, ENDO, IR, STAT team, Critical Care float pool, Cath/EP

**Cluster Three.** Operating Room, Outpatient Surgical Services

**Cluster Four.** Primary Care Clinics: Internal Medicine at UW Medical Center – Northwest, Primary Care at Fremont , Primary Care at Lake Forest Park, Primary Care at Northwest Outpatient Medical Center, UW Neighborhood Clinics.

**Cluster Five:** Medical/Surgical Specialty Clinics : Advanced Manual Therapy – Ballard, Breast Clinic at UW Medical Center – Northwest, Endocrinology Clinic at UW Medical Center – Northwest, Heart Institute at UW Medical Center – Northwest, Hepatology Clinic at UW Medical Center – Northwest, Hip & Knee Center at UW Medical Center – Northwest,

Hand & Elbow Center at UW Medical Center – Northwest, Infectious Disease Clinic at UW Medical Center – Northwest, Kidney Stone Center at UW Medical Center – Northwest, Midwives Clinic at Northwest Outpatient Medical Center, Neurology Clinic at UW Medical Center – Northwest, Neurosurgery & Spine Clinic at UW Medical Center – Northwest, Otolaryngology Clinic at UW Medical Center – Northwest, Plastic and Aesthetic Surgery Clinic at UW Medical Center – Northwest, Pre-Anesthesia Medicine Consult Clinic, Respiratory Clinic at UW Medical Center – Northwest, Rheumatology & Arthritis Clinic at UW Medical Center – Northwest, Rheumatology & Arthritis Clinic at UW Medical Center – Northwest (Infusion), Sports Medicine Clinic at Ballard, Sports Medicine Clinic at Northwest Outpatient Medical Center, Surgical Services and Hernia Center at UW Medical Center – Northwest, Travel Medicine Clinic at UW Medical Center – Northwest, Urology Clinic at UW Medical Center – Northwest, Vascular Center at UW Medical Center- Northwest, Women’s Cancer Care Clinic at UW Medical Center – Northwest, Women’s Health at Ballard, Women’s Health at Northwest Outpatient Medical Center, Women’s Health at UW Medical Center – Northwest, Women’s Health Clinic at Mill Creek, Anticoagulation Clinic at Northwest Outpatient Medical Center, Cardiac Rehabilitation at UW Medical Center – Northwest, Digestive Health Clinic at UW Medical Center – Northwest, Heart Institute at Mill Creek, Supportive Care Clinic at UW Medical Center – Northwest.

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 E – Pay Table

Pay Table BZ

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### Memoranda

#### **MOU: BSN Scholarship Program**

BSN Scholarship Program. If the hospital offers a BSN scholarship program, the hospital will discuss the parameters of the program in Conference Committee.

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#### **MOU: Multi-Campus Floating Discussions**

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

If SEIU 1199, representing RNs at Harborview Medical Center and WSNA who also represents the nurses at UWMC-Montlake agree to participate, the parties to this LOU agree to meet and discuss floating among the three hospitals. Such discussions will be limited to monthly

meetings over the next six months unless all parties agree to extend the time frame.

Up to four (4) nurses at UWMC-NW would be provided paid time to attend each discussion session per Article 23 Release Time.

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

Goals of the discussions:

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

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## **MOU: Open Shifts**

Nurses will be notified of open shifts prior to the posting of work schedules. Part-time nurses will be given the opportunity to sign up for open shifts before intermittent and nonpermanent nurses are scheduled, provided the nurse has the requisite skills and abilities, and provided further that the nurse is available to work the full shift without incurring overtime.

It is the goal of the Employer and WSNA for the Employer to implement a website-based process for the purposes of signing up for open shifts and for volunteering for low census. To this end, the Conference Committee will set as an agenda item for a Conference Committee subcommittee the issue of the timeframe for the implementation of a website-based process and the immediate implementation of an interim process. The Conference Committee subcommittee shall consist of representatives of WSNA and representatives of the Employer and shall meet within thirty (30) days of the date of ratification of the Agreement.

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## **MOU: Salary Overpayment Recovery**

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

### **Salary Overpayment Recovery**

- A. When an Employer has determined that a nurse has been overpaid wages, the Employer may recoup the overpayment. The Employer will provide written notice to the nurse that will include the following items:
1. The amount of the overpayment,
  2. The basis for the claim,

3. A demand for payment, and
4. The rights of the nurse under the terms of this Agreement.

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

**B. Method of Payback**

1. The nurse must choose one (1) of the following options for paying back the overpayment:
  - a. Voluntary wage deduction,
  - b. Cash, or
  - c. Check (separated nurse).
  - d. Vacation (if under 240 hours only) or Compensatory time balances
2. The nurse may propose a payment schedule to repay the overpayment to the Employer. If the nurse's proposal is accepted by the Employer, the deductions shall continue until the overpayment is fully recouped. Nothing in the section prevents the Employer and nurse from agreeing to a different overpayment amount than specified in the overpayment notice or to a method other than a deduction from wages for repayment of the overpayment amount.
3. If the nurse fails to choose one (1) of the four (4) options described above, within thirty (30) days of written notice of overpayment, the Employer will deduct the overpayment owed from the nurse's wages or the amount due may be placed with a collection agency for nurses who have separated from UW service. This overpayment recovery will not be more than five percent (5%) of the nurse's disposable earnings in a pay period. Disposable earnings will be calculated in accordance with the Attorney General of Washington's guidelines for Wage Assignments.
4. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay. No interest will be charged for active UW nurses or separated nurses who enter into a repayment arrangement.

C. Neither A nor B above are required for nurse reported overpayments and/or nurse corrected time including leave submittal corrections. All nurse initiated overpayment corrections may be collected from the next available pay check.

D. Appeal Rights: Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 6 of this Agreement. The Employer will suspend attempts to collect an alleged overpayment until thirty (30) days after the grievance process has concluded.

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## **MOU: Voluntary Float Between UWMC-NW and Montlake Campuses**

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

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

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

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

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

Nurses will not float more than once per shift.

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

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

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

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

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## **Side Letter A – U-PASS**

UWMC-NW bargaining unit nurses with an active permanent appointment with greater than a .5 FTE will not be charged a fee for a U-PASS.

This Side Letter expires on June 30, 2023.

