

**2020 – 2021**

**EMPLOYMENT AGREEMENT**

**By and Between**

**THE UNIVERSITY OF WASHINGTON FOR NORTHWEST HOSPITAL**

**and**

**WASHINGTON STATE NURSES ASSOCIATION**

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# EMPLOYMENT AGREEMENT

By and Between

THE UNIVERSITY OF WASHINGTON

and

WASHINGTON STATE NURSES ASSOCIATION

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 the Association as the sole and exclusive bargaining representative for all full-time, part-time and reserve nurses employed as registered nurses by the Employer; excluding supervisory and administrative/management positions and all other employees. The jurisdiction of this Agreement and of the Association shall not be extended except by agreement of the parties or as provided under the National Labor Relations Act.

**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. The Association shall be notified of any new classifications established by the Employer.

## ARTICLE 2 - ASSOCIATION MEMBERSHIP/DUES DEDUCTION

**2.1 Assocation Membership.** The Employer agrees to remain neutral with respect to employee’s decisions about union membership and payroll deduction. The Employer agrees to direct all communications from employees regarding union membership or payroll deduction to the Association or this agreement.

**2.2 Dues Deduction.** The Union shall transmit to the Employer by the cut-off date for each payroll period, the name and Employee ID number of employees who have, since the previous payroll cut-off date, provided authorization for deduction of dues or have changed their authorization for deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Association 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 the Association by check payable to its order. Upon issuance and transmission of a check to the Association, the Employer’s responsibility shall cease with respect to such deductions. The

Association and each nurse authorizing the assignment of wages for the payment of Association 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 the Union. An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Employer and the Union in accordance with the terms and conditions of their signed membership card or Dues Deduction MOU. 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 the Union that the terms of the employee'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 the Association. The Association 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, the Association's authorized staff representatives shall have access to the Employer's premises where nurses covered by this Agreement are working, excluding patient care areas, for the purpose of investigating grievances and contract compliance. Such visits shall not interfere with or disturb nurses in the performance of their work during working hours and shall not interfere with patient care.

**3.2 Local Unit Chairperson.** The Association 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 the Association 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 employees.

**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 the Association 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 pay up to six (6) nurses who are members of the Association's contract bargaining team their regular rate of pay for time spent in joint negotiation sessions (forty-eight (48) hours per negotiation session for up to six (6) sessions) during negotiations for a new collective bargaining agreement.

## ARTICLE 4 - DEFINITIONS

**4.1 Resident 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 nursing experience in an accredited hospital or skilled nursing facility. A Resident Nurse shall be assigned to an orientation program that provides progressive experiences. A Resident Nurse shall be assigned under the supervision of more experienced nurses and the guidance of a designated preceptor. A Resident Nurse is expected to perform tasks learned in a basic nursing program. The Resident Nurse will be oriented to any new policies, procedures and tasks unique to the Hospital or those that the nurse is uncomfortable in performing. Resident Nurses will not be assigned Charge Nurse responsibilities. It is an expectation that the period of residency will not exceed three (3) months.

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

**4.3 Charge Nurse/Lead Nurse.** A staff 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 [Hospital-Employer](#) will consider the level of direct patient care along with other duties.

**4.4 Preceptor.** A preceptor is an experienced nurse 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 staff nurses 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 and who has successfully completed the required probationary 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), and who has successfully completed the required probationary period. 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 Reserve Nurse.** See Represented Reserve Nurse in Article 22. A reserve nurse is a registered nurse whose employment by the Employer is not through an agency and who is not assigned a full-time equivalent (FTE) status and works on an as-needed basis. The term Represented Reserve Registered Nurse shall mean an hourly paid Registered Nurse doing WSNA bargaining unit work for at least three hundred fifty (350) hours in the previous twelve (12) month period. For purposes of counting the three hundred fifty hours, the twelve-month period will begin on the employee's original date of hire. The next twelve-month period will repeat accordingly. *For example: The employee's original date of hire is June 1, 2009. The twelve-month period would be June 1, 2009, through May 31, 2010. The next twelve-month period would be June 1, 2010, through May 31, 2011. This pattern will continue.*

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

**4.7.1** Reserve nurses shall be paid in accordance with the wage rates set forth in Article 8 of this Agreement plus a six percent (6%) wage differential. Reserve nurses shall receive longevity increments and shall be eligible for standby pay, callback pay, shift differentials, weekend premium pay and certification pay. Reserve nurses shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement. A full-time or part-time nurse who changes to reserve status shall retain seniority and benefits pending return to regular status. Seniority shall not apply while on reserve 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.

**4.8 Probationary Nurse.** A nurse who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of continuous employment, the nurse shall attain regular status unless specifically advised by the Employer in writing of an extended probationary period. The Employer will provide the Association with documented reasons for any extension of a nurse's probationary period. 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.



**4.9 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, shift differential when the nurse is regularly scheduled to work an evening or night shift, charge nurse pay when the nurse has a regular (designated) charge nurse assignment, and certification pay.

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

1. A list of approved certification programs will be kept in Human Resources.
2. Annually, the Conference Committee will review the current list of certifications.
3. 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.
4. The nurse must document certification achievement and re-certification to Human Resources.
5. Only one (1) certification premium rate can be credited per nurse, regardless of other certifications a nurse may have.

**4.11 Weekends.** The weekend for all purposes under this agreement shall commence at 11:00 p.m. Friday and conclude at 11:00 p.m. on Sunday. A flexible schedule may redefine the weekend for purposes of Article 7.9.

## **ARTICLE 5 - EMPLOYMENT PRACTICES**

**5.1 Equal Opportunity.** The Employer and the Association 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. Failure to give notice shall result in loss of accrued annual leave. 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 leave usage during the notice period may require proof of illness pursuant to Section 11.4 of this Agreement.

**5.3 Discipline and Discharge.** No full-time or part-time nurse 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. A reserve nurse who is disciplined or discharged may, within twenty-one (21) days of the action, request a meeting with a representative of the Association and the Director of Clinical Services 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.** The Association 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 the Association. On-call ICU, ER, CBC, Endoscopy, Diagnostic Imaging and Surgical Services nurses shall be provided parking within close proximity to the hospital at no cost to the nurse.

**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 Job Openings.** When a regular status job opening occurs within the bargaining unit, seniority shall be the determining factor in filling such vacancy providing skill, competence and ability are considered equal in the opinion of the Employer. Nurses will be given first preference for filling the vacant positions in their own unit based upon their seniority. If the Employer is unable to transfer a nurse to a vacant position due to patient care considerations, the position may be filled on a temporary basis and the nurse will be notified in writing as to when the transfer will be expected to occur. Notice of new job openings shall be distributed to the unit employees via department group e-mail and shall be posted on the Employer's electronic job bulletin board for seven (7) days in advance of filling except for the night shift which shall be posted for three (3) days. Postings will include unit, shift and FTE status. To be considered for such job opening, a nurse must submit an electronic transfer request to Human Resources. Human Resources shall send transfer request(s) to a nurse recruiter. Upon receiving the transfer request(s), Human Resources will notify the applicant that their application is being processed. Internal applicants will be notified when the job has been filled. Currently employed nurses shall be given preference over outside candidates for job openings for which, in the judgment of the Employer, they are as qualified as the outside candidates.

**5.9.1 Accreted Positions.** Positions held by Registered Nurses coming under the jurisdiction of this agreement through accretion shall not be considered "regular status job openings" under Article 5.9.

**5.9.2 Ongoing Increase in Hours.** Reserve nurses who feel that they are not properly classified or any other nurse who feels that Reserve nurses are regularly working sufficient hours on shifts that could be reasonably combined to create a position of a .4 FTE or more for a period of more than three (3) consecutive months, shall have the right to require a review of the potential for posting such a position by the Director of the department or unit (or designee) and, if not satisfied, may submit the disagreement to the Conference Committee for review. For purposes of the review, the shifts worked by Reserve nurses to cover for a nurse on a leave of absence or vacation, or to fill a short term emergency need shall be excluded.

**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 work collaboratively in the spirit of the Ruckelshaus bill and through the established Nurse Staffing Committee to jointly assess and evaluate nurse staffing.

**5.10.1** A nurse questioning the level of staffing on their assigned unit is encouraged to communicate this concern in the following manner:

- a) The nurse should discuss the concern with the person responsible for the shift's staffing who will assess the staffing levels and when it is determined to be required, reallocate clinical unit resources when possible. When no adjustments are possible within the unit, the person in charge will contact their immediate supervisor on duty;
- b) The supervisor as they determine appropriate will utilize available management resources to attempt to resolve the situation.
- c) If the nurse is dissatisfied with the decision of the supervisor, the nurse may initiate an Assignment Despite Objection (ADO) form.
- d) If there is no mutually satisfactory resolution to the staffing problem, and the problem appears to be one which will be reoccurring, the nurse may submit their documentation to the unit staff meeting. Upon request, the issue will be placed on the agenda.
- e) If the staffing problem is unresolved, the nurse may submit the documentation to the Nurse Staffing Committee or Conference Committee, as the Association designates, for consideration and recommendation. Where Assignment Despite Objection forms are a part of the documentation, the parties shall insure that patient confidentiality standards are fully met.
- f) The Nurse Staffing or Conference Committee will meet promptly to discuss the staff problem raised. The Committee will report its conclusions and its recommended solution to the nurse who submitted the issue to the Nurse Staffing or Conference Committee.
- g) Recurring staffing issues not resolved by the process outlined above may be brought by a union-designated nurse representative directly to the Chief Nursing Officer. The Chief Nursing Officer agrees to a standing monthly meeting, if requested with the nurse representative (meeting time to be compensated per Article 15.3) to address unresolved recurring staffing issues in good faith and to discuss hospital responses.
- h) Nurses who raise staffing issues shall be free from restraint, interference, discrimination or reprisal.

**5.10.2 Staffing Changes.** In the event the Employer proposes a change in the RN staffing (including but not limited to, changes in nurse/patient ratios or clinical staff mix) on any unit other than temporary adjustments, the Employer shall comply with the following procedures.

**5.10.2.1** The Employer will provide written notification to the Association and the Local Unit Chairperson(s) of the proposed changes a minimum of twenty-one (21) days prior to the proposed date of implementation. Such notice shall include the nature of the staffing change, the basis for the staffing change and the time line for implementation.

**5.10.2.2** If requested, the Conference Committee shall convene as soon as possible following receipt of the notice to review the proposed staffing changes and provide input related to those changes prior to implementation. Notice of the Conference Committee meeting will be posted on each affected unit inviting interested nurses to attend the meeting. There will be a post-implementation evaluation process agreed on with regular reports to the Conference Committee.

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

**5.11 Health and Safety.** 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 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.

## **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. A nurse's seniority date will be adjusted if the nurse is in continuous leave without pay status for more than fourteen consecutive calendar days. In the event two nurses are hired on the same day, relative seniority will be determined by the date the nurse formally accepted the position. The Medical Center will maintain an electronic record of the date and time each nurse accepts a bargaining unit position. In the event a nurse covered by this contract accepts a permanent position at UWMC that is not covered by this contract and subsequently returns to the bargaining unit, bargaining unit seniority shall be restored (bridged) and seniority accrual shall resume. Nurses who qualify to bridge seniority may not exercise their former seniority to obtain a bargaining unit position but may only exercise their former seniority after returning to the bargaining unit. Seniority shall not apply to a nurse until completion of the required probationary

period. Upon satisfactory completion of the probationary period, the nurse shall be credited with seniority from most recent date of hire.

**6.2 Layoff Definition.** Layoff shall be defined as a reduction in the number of non-probationary nurses and/or a reduction to the FTE of nurses covered by this agreement that is intended to be permanent or prolonged.

### **6.3 Definition of Qualified**

**6.3.1 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.

**6.3.2** 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.

**6.4 Prior to Layoff.** Prior to implementing a layoff, the Employer, within the context of its determination as to the number of FTEs, shifts, and skill mix needed on the unit, will make a good faith effort to:

- a. Reduce overtime on the unit impacted;
- b. Reduce the use of agency and traveler nurses on the unit impacted;
- c. Reduce reliance on per diem nurses on the unit impacted;
- d. 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 bargaining unit until the process in section 19.7 is completed.

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

### **6.6 Vacant Positions Within UWMC - Northwest.**

- a. Before making vacant positions 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 that are .5FTE or higher that are available for nurses identified for layoff.

- b. In order of seniority, most senior nurse first, nurses identified for layoff who are qualified to perform the work needed in the vacant position(s) will be offered the choice of filling one of the positions listed provided the nurse is qualified (see Section 20.3).
- c. If there is a vacant position available for a nurse identified for layoff that is within .2FTE of the nurse's FTE (but not below .5FTE) and is on the same shift the nurse must either take the vacant position, resign or go on the rehire list.
- d. A nurse who accepts a funded vacant position will have the option to resign within six (6) weeks after accepting the position to be placed on the rehire list. This employment option will count as one (1) of the two (2) offers of placement under section 20.8.5(c).
- e. If there is no vacant position available that is within .2FTE of the nurse's FTE (but not below .5FTE) and is on the same shift for a nurse identified for layoff the Employer will move to Displacing a Less Senior Nurse (section 6.7).

**6.7 Displacing a Least Senior Nurse.** RN 3s will have the option of displacing RN 2s in accordance with this section. RN 2s may only displace RN 2s.

Nurses identified for layoff who have an opportunity to displace a less senior nurse will be given up to one week to choose between displacing the less senior nurse or being laid off and placed on the rehire list.

- a. The opportunity to replace the least senior nurse in the affected job class within the nurse's unit and in an FTE status within .2 FTE (but not below .5 FTE);
- b. The opportunity to replace the least senior nurse in the bargaining unit and in an FTE status within .2 FTE (but not below .5 FTE);
- c. When an RN 3 has more seniority according to section 20.1, the RN 3 will have the opportunity to replace the least senior RN 2, within the same unit and within .2 FTE (but not below .5 FTE).

Nurses may request to be laid off and have the right to be placed on the rehire list(s) instead of accepting an employment option above.

**6.8 Rehire List.** The rehire list is defined as the list on which a nurse who is laid off is placed after it is determined that:

- a. There are no vacant positions available or there are no vacant positions available for which the nurse is qualified and option (c) below is not available;
- b. There is a vacant position(s) available within .2FTE (but not below .5FTE) and on the same shift as the position the nurse held for which the nurse is qualified but the nurse has chosen not to fill the position;
- c. Option (b) is not available and the nurse has chosen not to displace a less senior nurse .

**6.8.1 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.

**6.8.2 Referral from the Rehire List.** Nurses on the rehire list will be offered re-employment in reverse order of seniority when vacant positions remain unfilled after having been posted in accordance with the job posting provisions of this contract. A nurse on the rehire list will be offered reemployment to vacant positions prior to the Employer offering the positions to non-bargaining unit members when:

- a. The FTE of the vacant position is equal to or less than the nurse's FTE status at the time of layoff;
- b. The nurse, in accordance with 19.4 above, is qualified to perform the work needed in the position;
- c. RN 2s will be eligible for rehire into RN 2 positions; RN 3s will be eligible for rehire into RN 3 and RN 2 positions.

**6.8.3 Responding to Referral from Rehire List.** A nurse offered reemployment from the rehire list shall be given up to one week to determine if he/she wants the position and, if accepted, up to an additional week to report to work.

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

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

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



**6.8.6 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.

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

**6.8.8 Rehire List Nurses and Per Diem Work.** A nurse on the rehire list shall be given preference for per diem work. Acceptance of such work will not affect the nurse's rehire rights. Preference shall be handled in accordance with the following:

- a. The nurse must specifically request the work in advance and must follow all Medical Center policies and procedures regarding per diem work.
- b. Nurses on the rehire list who meet the requirements of (a) above and the requirements of the position will have preference for per diem work assignments when the schedules are developed.

**6.9 Vacation – Laid off Nurses.** Nurses who have been laid off will be entitled to be paid for all accrued and unused vacation leave at the time of layoff. A nurse on layoff may request in writing that the payment for accrued and unused vacation leave be divided into two payments during the time on the rehire list.

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

**6.11 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.

**6.12 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. Send home Agency nurses.
2. Cancel Overtime shifts.
3. Cancel incentive shifts.
4. Ask for volunteers.
5. Cancel reserve nurses.

6. Cancel part-time nurses working above their assigned FTE.
7. Cancel Travelers
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.

**6.12.1 Additional Hours.** Nurses desiring additional hours should notify the Employer in writing, identifying their specific availability. Management 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.

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

1. Medical, Surgical, Float Pool, Geropsych;
2. ICU/SCU;
3. CBC;
4. Endoscopy;
5. Emergency Department;
6. Surgical Services (including operating room, post-anesthesia care unit, pre-surgical admitting, pre-admit calling and OSC);
7. Electrophysiology lab, Interventional Radiology, Cardiac Cath Lab, Cardiac Procedure Unit.

**6.12.3 Low Census Notification.** As a general guide, the Hospital 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.

**6.12.4 Low Census Report Pay.** Nurses who report for work as scheduled (unless otherwise notified in advance) and who are released from duty by the Hospital 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.

## **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 Flexible/Innovative 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 the Association, the work schedule may consist of shifts other than eight (8), ten (10) or twelve (12) hours. Flexible/innovative 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 flexible/innovative schedule would violate any of the provisions of this Agreement, the Employer will negotiate such schedules with the Association prior to implementing the schedules. For ten (10) hour shifts, refer to Appendix B. For twelve (12) hour shifts, refer to Appendix C.

Flexible/innovative 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 flexible/innovative 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 flexible/innovative 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 ten (10) 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.

**7.5 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.

**7.6 Prohibition of Mandatory Overtime.** The acceptance of overtime by any employee 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 an employee is required to work overtime to complete a patient care procedure already in progress where the absence of the employee 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 the Association 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. 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 (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.

**7.9 Weekends.** 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 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.

**7.10 Rest Between Shifts.** In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least twelve (12) hours off duty between shifts. In the event a nurse is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be at time and one-half (1½x) the regular rate of pay. This Section shall not apply to standby and callback assignments performed pursuant to Article 9.

**7.11 Shift Rotation.** Where shift rotation is required by the Employer, a good faith effort will be made to limit shift rotation to a fourteen (14) day period between each rotation. More frequent shift rotation may be mutually agreed to on an individual basis. 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.

**7.11.1 Double Shifts.** Any nurse who works a double shift of at least 16 hours in combination, may request to have their next scheduled shift off, if that shift is within 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** The Employee's Progression Start Dates (PSD's) will be set as follows:

**8.1.1** Regular Employee: first of the month based on their NWH Step Reset Date with 2019 as the year. For example, a NWH Step Reset Date of 2/6/19 would transition to a PSD of 2/1/19 and a NWH Step Reset Date of 10/28/19 would transition to a PSD of 10/1/19.

After the effective date, progression start dates will be maintained as follows:

Annually the salary of employees covered by the NWH bargaining units will be increased by one step on the employee's progression start date until the employee 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 a leave of absence without pay 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. Leaves of absence for Worker's Compensation, military service, as a result of a cyclic year position, or for the purpose of formal collective bargaining sessions, will not alter the progression start date.

When an employee 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.

**8.1.2 Reserve Employee:** the progression start date will be set as the same date of the NWH Step Reset Date. For example, a NWH Step Reset Date of 2/6/19 would transition to a PSD of 2/6/19 and a NWH Step Reset Date of 10/28/19 would transition to a PSD of 10/28/19.

Reserve nurses will receive a step increase after working 1,872 regular hours since their progression start date.

Progression start dates will be reset every time a reserve nurse receives a step increase. The new date will become the date they received the step increase.

**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 Vice President of Clinical Service.

**8.4 Retroactive Step Adjustments.** Effective May 15, 2008 adjustments will be implemented for additional recognition for past experience based on the audit conducted of the personnel files of each RN. The audit will involve a review of each employee's employment application and/or resume and related materials already contained in the personnel files.

**8.4.1** Employer will use the following formula to evaluate additional recognition for past experience. The Total years of prior experience (RN experience prior to NWH) minus the years of experience credited at time of hire, equaling the number of unrecognized full years of experience. Partial years of service shall not be recognized for purposes of this formula. If as a result of the above formula an RN is deemed to have unrecognized full years of experience, an adjustment will be given as follows: a one-step adjustment will be made each time the nurse is scheduled for a step increase, up to a maximum of two (2) steps during the life of this contract.

**8.5** The parties agree to an across-the-board wage increases of 2% effective effective July 1, 2020.

## **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 twenty-five cents (\$4.25) 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. Effective May 15, 2017, nurses shall be paid shift differential for those hours worked on a second or third shift if two (2) or more hours are worked on the designated shifts. 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 6.16, nurses may agree to be 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 the Association thirty (30) days' written notice to apply standby in that unit according to the low census order of Article 6.16.

**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 (\$4.00) for each hour designated on call. 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. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p. m. Sunday.

**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 reserve 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.

An Employee 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.** Effective July 1, 2017, nurses who have a BSN or MSN shall receive a total premium of one dollar (\$1.00) per hour.

## ARTICLE 10 - HOLIDAY AND VACATION LEAVE

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

1. New Year's Day
2. Martin Luther King Jr.'s Birthday (3<sup>rd</sup> Mon Jan)
3. President's Day (3<sup>rd</sup> Mon Feb)
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day After Thanksgiving
10. Christmas Day
11. Personal Holiday

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

A Registered Nurse who is required to work a designated holiday or a portion thereof qualifies for holiday premium pay. When full-time employees work on a designated holiday, they shall receive their regular eight hours of pay plus premium/differential pay at time and one-half for all hours worked on such holiday. Holiday Compensatory time will be paid out annually on June 30<sup>th</sup>. Holiday Compensatory time may be paid later with advanced approval from Human Resources.

When employees working less than a full-time schedule work on a designated holiday, they shall receive their regular holiday pay on the same pro rata basis that their monthly schedule bears to a full-time schedule, plus premium pay at time and one-half for all hours worked on such holiday.

The institution in lieu of monetary payment may grant Holiday Compensatory time off for full-time and part-time RNs.

The University of Washington designated holiday schedule will apply to nurses normally having holidays off who are assigned to fixed Monday through Friday work patterns. If required to work on the designated holiday, holiday pay will apply to the shifts in which the majority of hours occur on the designated holiday.

Nurses who are assigned to other work patterns normally including holidays will receive holiday pay for the shifts on which the majority of hours occur on the actual holiday, e.g., Christmas is

December 25; New Year's, January 1; Veteran's Day, November 11 regardless of the day of the week or designated University of Washington holiday.

Nurses must be in pay status for at least four (4) hours of their last scheduled work day preceding the holiday in order to be paid for the holiday. When the RN's unit can accommodate, the manager or designee may approve the use of voluntary leave without pay for the partial shift without loss of the holiday benefit.

**10.1.1 Personal Holiday.**

- a. Each employee may request one personal holiday each calendar year and the Manager must grant this day, provided:
  - i. The employee has been continuously employed by the institution for more than four months;
  - ii. The employee has made the request in accordance with the department scheduling guidelines; however, the employee and the supervisor may agree upon an earlier date; and
  - iii. The number of employees selecting a particular day off does not prevent providing continued public service.
- b. Entitlement to the holiday will not lapse when denied under (1a)(eiii) above.
- c. Full-time employees shall receive eight hours of regular holiday pay for the personal holiday. Any differences between the scheduled shift for the day and eight (8) hours may be adjusted by use of vacation leave, use or accumulation of compensatory time as appropriate, or leave without pay.
- d. Part-time classified employees shall be entitled to the number of paid hours on a personal holiday that are pro-rated to their FTE.

**10.2 Vacation Leave.** The vacation accrual schedule for employees in the bargaining unit shall be as follows, effective January 1, 2020:

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

13th year	20 days
14th year	20 days
15th year	21 days
16th year	22 days

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

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

**10.3 Vacation Leave—Use.**

**10.3.1** An employee bringing an accrued balance from another state agency may use the previously accrued vacation leave during the institutional probationary or trial service period.

**10.3.2** All requests for vacation leave must be approved by the Medical Center in advance of the effective date unless used for emergency childcare.

**10.3.3** Vacation leave shall be scheduled by the Medical Center at a time most convenient to the work of the department, the determination of which shall rest with the employing official. As far as possible, leave will be scheduled in accordance with the wishes of the employee in any amount up to the total of their earned leave credits.

**10.3.4** Paid vacation leave may not be used in advance of its accrual.

Scheduling of vacations shall be the responsibility of supervision. When a vacation request is submitted eight (8) weeks or more in advance of schedule posting, that request shall be responded to within two (2) weeks of that request. Employees shall not be required to secure their own coverage for any properly requested leave. Scheduled weekends during approved vacation periods shall not be rescheduled. However, schedules may be adjusted to meet unit needs. The department shall receive input from the local unit before making changes to established department policies on vacation leave. A

signup sheet will be maintained for volunteers to cover vacation weekends. Such volunteers will be scheduled prior to requiring schedule adjustments and will be paid the appropriate weekend premium.

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

- a. From June 16 through September 15, vacations will be a maximum of two (2) calendar weeks, unless the clinical area or unit has a limit that exceeds two (2) calendar weeks or can accommodate more than two (2) calendar weeks. The two (2) calendar weeks may be taken consecutively if the RN requests two (2) consecutive weeks.
- b. From Thanksgiving through January 1, vacations will be a maximum of one (1) calendar week and may be inclusive of one major holiday unless the clinical area or unit has a limit that exceeds one (1) calendar week or can accommodate more than one (1) calendar week.
- c. **Peak Period Vacation Scheduling:** Peak period vacation requests will follow the schedule below unless the clinical area or unit has an existing procedure for vacation requests and responses:
  - 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 Leave - Accumulation-Excess.** A RN may accumulate a vacation balance that normally shall not exceed two hundred forty (240) hours. A RN may elect to accrue in excess of two hundred forty (240) hours provided:

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

**10.4.2** The employee has received written approval of a plan from their manager and Human Resources to use the excess accrued vacation. It is the RN's responsibility to monitor and manage excess accrued vacation. If the approvals outlined above are not met,

the RN will lose the accrued vacation in excess of two hundred forty (240) hours on their anniversary date.

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

**10.4.4** Those NWH employees whose annual leave banks exceed the cap on annual leave/vacation hours when they become UW employees on January 1, 2020, shall be permitted to keep and utilize the excess in these banks until June 30, 2021.

**10.5 Vacation Leave - Cash Payment.** RNs who have completed six continuous months of employment and who separate from service by resignation, layoff, dismissal, retirement or death are entitled to a lump sum cash payment for all unused vacation leave. Vacation leave payable under section 10.4 and this section shall be computed at the RN's regular rate of pay and paid as prescribed by the Office of Financial Management. No contributions are to be made to the Department of Retirement systems for lump sum payment of excess vacation leave accumulated 12.5, nor shall such payment be reported to the Department of Retirement Systems as compensation.

## ARTICLE 11 - SICK LEAVE

### 11.1 Sick Leave—Accrual.

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

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

**11.1.3** Sick leave accrues at a rate of one (1) hour for every forty (40) hours worked when leave without pay exceeds eighty (80) hours (prorated for part time) in any calendar month.

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

### 11.3 Sick Leave—Use.

**11.3.1** Sick leave shall be allowed an employee under the following conditions:

- (a) Because of and during illness, disability or injury which has incapacitated the employee from performing required duties.
- (b) By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.
- (c) Because of emergencies caused by serious illness or injury of a family member fifteen years of age and over that require the presence of the employee to provide immediate necessary care of the patient or to make arrangements for extended care. The Medical Center may authorize sick leave use as provided in this subsection for other than family members.
- (d) To care for a child under the age of eighteen with a health condition that requires treatment or supervision, or to make arrangements for extended care.
- (e) Because of illness or injury of a family member who is a person of disability and requires the employee's presence to provide short-term care or to make arrangements for extended care.
- (f) To provide emergency child care for the employee's child. Such use of sick leave is limited to three days in any calendar year, unless extended by Human Resources.
- (g) Because of a family member's death that requires the assistance of the employee in making arrangements for interment of the deceased.
- (h) For personal medical, dental, or optical appointments or for family members' appointments when the presence of the employee is required, if arranged in advance with the employing official or designee.

**11.3.2** Sick leave 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 leave or other paid time off to care for their (a) child with a health condition that requires treatment or supervision or (b) spouse, parent, parent-in-law or grandparent who has a serious health condition or an emergency condition. Employees shall not be disciplined or otherwise discriminated against because of the exercise of these rights.

**11.3.4 Sick Leave Verification.** The Employer will not require verification for absences of three (3) consecutive work days or less. Such verification or proof may be given to the supervisor/manager or Human Resources according to departmental policy.

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

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

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

**11.5 Sick Leave Cash Out.**

- (1) Employees shall be eligible to receive monetary compensation for accrued sick leave as follows:
  - (a) In January of each year, and at no other time an employee whose year-end sick leave balance exceeds 480 hours may choose to convert sick leave hours earned in the previous calendar year minus those used during the year to monetary compensation.
    - (i) No sick leave hours may be converted which would reduce the calendar year-end balance below 480 hours.
    - (ii) Monetary compensation for converted hours shall be paid at the rate of 25% and shall be based upon the employee's current salary.
    - (iii) All converted hours will be deducted from the employee's sick leave balance.
  - (b) Employees who separate from state service on or after September 1, 1979, due to retirement or death shall be compensated for their unused sick leave accumulation at the rate of 25%. Compensation shall be based upon the employee's salary at the time of separation. For the purpose of this subsection, retirement shall not include "vested out-of-service" employees who leave funds on deposit with the retirement system.
- (2) Compensation for unused sick leave shall not be used in computing the retirement allowance; therefore no contributions are to be made to the retirement system for such payments, nor shall such payments be reported as compensation.
- (3) An employee who separates from the classified service for any reason other than retirement or death shall not be paid for accrued sick leave.

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

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

**11.8 Voluntary Employee Beneficiary Association (VEBA).** RNs who retire from the University of Washington may participate in the University's VEBA program in accord with the terms and conditions of the program at the time of the RN's retirement. Such terms and conditions may be found on the WEB at:  
<http://www.washington.edu/admin/hr/benefits/veba.html>.

**11.9 Northwest Hospital Carryover.** Because NWH WSNA sick leave is different than UWMC WSNA sick time off, NWH WSNA sick leave will be converted on a 1 to 1 basis in a new leave plan named Northwest Hospital Carryover. The only difference between NWH Carryover and UW Sick Time Off is that NWH Carryover cannot be cashed out at retirement, will not be considered in the Annual Attendance Incentive Program, does not transfer outside of any NWH/UWMC WSNA covered positions and will not transfer if the employee takes a job with another state agency. Employees who have this leave will be encouraged to use it to cover absences when appropriate before using UW Sick Time Off.

**11.10 UWMC WSNA sick time off (aka sick leave)** can be used for the illness, injury, and medical appointments of the individual employee 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 25 percent of the cash value at retirement or paid at 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 employee 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** Employees in the NWH Bargaining Unit will be included in the same Public Employees Benefit Board authorized state-employee benefits and the same wellness plans as employees at UW Medical Center in analogous employee types. Employees will no longer receive a premium or credit for waiving any elements of coverage.

**12.2** For the 2019-2021 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected health care premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board. The projected health care premium is the weighted average across all plans, across all tiers.

**12.3** 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** Article 12.3 will expire June 30, 2021.

**12.5** 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** The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.

## **12.7 Wellness**

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

**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 subscribers who register for the Smart Health Program and complete the Well-Being Assessment will be eligible to receive a twenty-five dollar (\$25) gift certificate. In addition, eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

## **ARTICLE 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 Family Leave.** Upon completion of the probationary period, a leave of absence shall be granted upon request of the nurse for a period of up to six (6) months to care for a newborn child or an adopted or foster child, without loss of benefits accrued to the date such leave commences. Such leave shall be in addition to maternity leave granted for the 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 employee. During the family 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 employee. 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 Health Leave.** After one (1) year of continuous employment, a leave of absence may be granted for health reasons upon the recommendation of a physician for a period of up to six (6) months, without loss of accrued benefits accrued to the date such leave commences. "Health reasons" shall mean:

- (a) to care for a spouse, domestic partner (as defined in Article 13.15), child or parent who has a serious health condition (limited to a .6 FTE or above only); or
- (b) because of a serious health condition that makes the nurse unable to perform the functions of their position.

If the nurse's absence from work for health 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. Nurses who are regularly scheduled at least 0.6 FTE may take leave intermittently or on a reduced leave schedule when medically necessary. The nurse may use previously accrued sick leave and annual leave thereafter to the extent accrued. Prior to the nurse returning from a leave of absence, the Employer may require a statement from a licensed physician attesting to the nurse's capability to perform the work required of the position.

**13.4 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.

**13.5 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 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 employee 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.

**13.6 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 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.

**13.7 Military Spouse Leave.** Up to fifteen (15) days of unpaid leave 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.

**13.8 Military Leave.** Leave required in order for a nurse to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the nurse's earned annual leave time.

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

**13.10 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.

**13.11 Jury Duty.** 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.

**13.12 Short Term Personal Leave.** All full-time and part-time nurses shall be granted three (3) days of personal leave per year without pay with approval; providing such leave does not jeopardize Hospital service.

**13.13 Long Term Personal Leave.** Upon approval of the Employer, a nurse may take a paid or unpaid Personal Leave of Absence for a specified period of time, not to exceed twelve (12) consecutive months. Reasons for a Personal Leave of Absence may include education, travel, election to public office, social service activities, or medical/family obligations that fall outside the Family and Medical Leave of Absence eligibility. Nurses will be offered the first available position for which they are qualified following scheduled date of return. There is no guarantee that a nurse will return to the identical position or shift held prior to the LOA. If an employee is not eligible for a Family and Medical Leave of Absence, and requests a Personal Leave of Absence for pregnancy related disability, the employee is entitled to return to the same or equivalent position immediately following the period of disability. If continuation of employee benefit plans is desired during the LOA, employees must arrange for that coverage in accordance with plan provisions through Human Resources before the LOA commences. This leave shall be granted or denied at the discretion of the Employer and shall not be subject to Article 17 (Grievance Procedure).

**13.14 Bereavement Leave.** For full-time employees (including, for purposes of this Section, .9 FTE employees who work twelve (12) hour shifts), up to twenty-four (24) hours of paid leave (prorated for part time employees) in lieu of regularly scheduled work days shall be allowed for the death of a family member. An additional sixteen (16) hours of sick leave (prorated for part-time employees) may be granted for up to a maximum of forty (40) consecutive hours with pay. Family Member is defined as: the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sister, or brother. It also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent, and grandparent. "Child" also includes any child residing in the employee's home through foster care, legal guardianship or custody. Family members include those persons in a "step" relationship.

**13.15 Domestic Violence Leave.** Eligible nurses shall be entitled to take leave for domestic violence, sexual assault or stalking that the employee 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.

### **13.16 Disability Leave**

**13.16.1** Disability leave shall be granted for a reasonable period to a permanent employee who is precluded from performing their job duties because of a disability (including those related to pregnancy or childbirth). Disability leave includes a serious health condition of the employee as provided in the federal Family and Medical Leave Act of 1993. (FMLA) Leave for disability due to pregnancy or childbirth is in addition to twelve (12) weeks under either the FMLA and/ or the Washington State Family Leave Act (RCW 49.78).

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

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

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

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

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

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

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

**13.6.8** Disability leave may be a combination of sick leave, vacation leave, personal holiday, compensatory time, and leave of absence without pay and shall be granted at the written request of the employee. The combination and use of paid and unpaid leave during a disability leave shall be per the choice of the employee.

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

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

## ARTICLE 14 – FAMILY MEDICAL LEAVE ACT AND PARENTAL LEAVE

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 days except as otherwise provided in this Article.

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

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

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

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

As required by federal law, employees are entitled to up to twelve (12) weeks of leave because of any qualifying exigency arising out of the fact that the spouse, son, or daughter or parent is on active duty in the Armed Forces in support of a contingency operation.

**14.2** The amount of family medical leave available to an employee is determined by using a rolling twelve (12) month period. The rolling twelve (12) month period measures FMLA leave availability by "looking backward" from the date an employee begins FMLA leave, adding up any FMLA leave used in the previous twelve (12) months, and subtracting that amount from the employee's twelve (12) workweek FMLA leave entitlement. The remaining amount is available to the employee.

**14.3** The employee shall use appropriate accrued paid leave (for example, sick, compensatory time, shared leave, personal holiday, vacation) before leave without pay for absences is granted in accordance with the Family and Medical Leave Act. An employee may choose to retain up to

eighty (80) hours of vacation or sick leave while on leave. Vacation and sick leave that has been requested and approved prior to the request for the use of FMLA will not be considered when requiring employees to use leave during FMLA-covered leave. Requiring employees 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).

**14.4** The University will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by FMLA. If necessary, due to continued personal medical or parental leave approved beyond the FMLA period, or if the employee is not eligible for FMLA, the employee may elect to use eight (8) hours of accrued applicable paid leave for continuation of employer paid health insurance benefits for up to six (6) months.

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

**14.6** Following an absence granted for FMLA leave, the employee shall return to the same or equivalent position held prior to the absence.

## **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 the Association. One of the Employer representatives shall be the Director of Clinical Service. All members of the committee shall be employees 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 Practice Committee.** A Nursing Practice Committee shall be instituted and maintained at the Hospital. The purpose of this committee shall be to discuss and improve nursing practices in the Hospital. The committee shall develop specific objectives subject to review by Hospital Administration. The committee shall be composed of ten (10) staff nurses, the majority of whom shall be elected by the local unit, plus one representative from Nursing Administration. The committee will be representative of all clinical areas and shifts. Organizational aspects of the committee shall be determined by the committee. This committee shall be advisory and will not discuss matters subject to collective bargaining or the Association's contract. Nurses shall have the responsibility for instituting the Nursing Practice Committee. The Committee will meet bimonthly unless the Committee decides to meet less frequently or Nursing Administration agrees to meeting more frequently.

**15.3 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. 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.

**15.4 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 and Nurse Practice 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 staff nurse. 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. The purpose of continuing education shall be:

1. to promote the safe and intelligent care of the patient;
2. to develop staff potential; and
3. 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 Hospital 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.** Nurses may be allowed up to forty-eight (48) hours of paid educational professional leave per fiscal year (this amount will be prorated for part-time employees, .9 FTE nurses who work twelve (12) hour shifts shall be treated as full-time nurses for purposes of this section); provided, however, such leave shall be subject to budgetary considerations, scheduling requirements of the Employer and approval by the Director of Nursing Operations of the subject matter to be studied. Where the Employer intends to deny a substantial amount of educational leave for budgetary reasons, the Employer will, upon request, present the budgetary reasons in Conference Committee and will discuss alternatives to the denial of educational leave. Programs enhancing the professional growth of a nurse at the Hospital and participation in meetings of nursing or nursing related organizations will be considered for the use of professional/educational leave. As between employees who request it, educational/professional leave shall be approved in an equitable manner. Beginning upon ratification, the Employer will provide two hundred dollars (\$200.00) 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 two hundred dollars (\$200.00) (pro-rated for part-time nurses) to pay for educational/professional leave-related expenses such as registration fees, travel expenses, etc. 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. Effective March 1<sup>st</sup>, the unspent portion of the two hundred dollars (\$200.00) shall be pooled on a hospital-wide basis. From March 1st through the end of the fiscal year (June 30th), the fund shall be allocated on a first-come, first served basis with conflicts resolved by seniority. There shall be an annual (fiscal) maximum usage of three hundred dollars (\$300.00) per full-time nurse, which includes the two hundred dollars (\$200.00) annual educational/professional leave expense allocation plus up to an additional one hundred dollars (\$100.00) of pooled funds.

## **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.** A grievance shall be submitted to the following grievance procedure:

*Collective Bargaining Agreement 2020-2021*

*University of Washington, University of Washington Medical Center - Northwest & Washington State Nurses Association*

**Step 1 Nurse and Immediate Supervisor.** If any nurse has a grievance, the nurse shall first present the grievance in writing to the nurse's immediate supervisor within twenty-one (21) calendar days from the date the nurse became aware of the facts giving rise to the grievance. Upon receipt thereof, the immediate supervisor shall attempt to immediately resolve the problem and shall respond in writing to the nurse within fourteen (14) calendar days following receipt of the written grievance.

**Step 2 Nurse, Local Unit Chairperson and Director of Clinical Service.** If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse shall present the grievance in writing to the Director of Clinical Service (and/or designated representative) within fourteen (14) calendar days of the immediate supervisor's decision. A conference between the nurse, the Local Unit Chairperson or designee, and the Director of Clinical Service (and/or designated representative) shall be held. The Director of Clinical Service shall issue a written reply within fourteen (14) calendar days following the grievance meeting.

**Step 3 Administrator and Association Representative.** If the matter is not resolved at Step 2 to the nurse's satisfaction, the grievance shall be referred in writing to the Administrator (and/or designated representative) within fourteen (14) calendar days of the Step 2 decision. The Administrator (and/or designee) shall meet with the nurse and the Association Representative within fourteen (14) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Administrator (or designee) shall issue a written response within fourteen (14) calendar days following the meeting.

**Step 4 Arbitration.** If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Association have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Association may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Hospital Administrator or designee. If the Employer and the Association fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The Arbitrator's decision shall be final and binding on all parties. The Arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages. Each party shall bear one-half (1/2) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

The rule for sequestration of witness shall only be applied by the Arbitrator when the Employer and Association mutually agree.

**17.4 Association Grievance.** The Association 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.

**17.5 Mutually Agreed Mediation.** The parties may agree to use mediation in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process and may be pursued concurrently with the filing, selection and processing of an arbitration submission.

**17.6 Termination.** This grievance procedure shall terminate on the expiration date of this Contract unless the Contract is extended by the mutual written consent of the parties. Grievances arising during the term of the Contract shall proceed to resolution regardless of the expiration date. Grievances arising after the expiration date of this Contract shall be null and void, and shall not be subject to this grievance procedure.

## **ARTICLE 18 - MANAGEMENT RESPONSIBILITIES**

**18.1 Management Rights.** The Association 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. The Association 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 the Association. During the term of this Agreement, neither the Association nor its members, agents, representatives, employees 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, the Association 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 the Association, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically discussed during negotiations 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 - DURATION**

**21.1 Term.** This Agreement shall become effective upon ratification and shall remain in full force and effect to and including June 30, 2021, unless changed by mutual consent. Should the Association 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.

## **ARTICLE 22 – REPRESENTED RESERVE NURSES**

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

**22.2** Notwithstanding the above, if an NWH Reserve or UWMC Per Diem nurse fails to provide dates to be scheduled as required by the applicable agreement, or to any lesser extent required by their unit, they shall be subject to a written warning. If they thereafter fail to provide dates on a second occasion within a rolling year, their appointment may be ended. Appointments may also end due to a lack of work.

## APPENDIX A

### TRAINING AGREEMENT

UWMC Northwest Campus 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 University of Washington 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 University of Washington 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 University of Washington 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. Effective 05/15/2017, the four (4) hours threshold for evening and night shifts shall lower to two (2) hours.
- 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. The 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 the Association, 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.

- 1. 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.
- 2. 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.
- 3. Time Off Between Shifts.** In scheduling work assignments, the Employer will provide each nurse with at least ten (10) 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 ten (10) hour period. This Section shall not apply to time spent on standby and callback assignments except for nurses placed on low census standby who are called back to work.



## **APPENDIX D**

### **LIGHT DUTY**

Nurses who have been injured on the job, and are returned to a light duty position based on the recommendation of a health care provider shall be paid seventy-five percent (75%) of the nurse's regular rate of pay, excluding certification pay, charge nurse pay (unless performing the duties of the position), and shift differential (unless working the second or third shift).

All hours worked shall count toward seniority and benefit accrual.

The nurse may use accrued sick leave as needed. Use of vacation may be limited to time off approved prior to the injury and low census days.

Flex plan and all other insurance plans shall resume at the level provided prior to the injury.

# WSNA-UW MEDICINE/NORTHWEST MEMORANDUM OF UNDERSTANDING

## Clinical Float Pool

### Supplemental Labor Alternative Plan

#### Incentive Pay

All existing contractual provisions shall apply unless otherwise provided for herein.

The purpose of the Clinical Float Pool is to provide a core team of highly competent, multi-skilled clinical healthcare professionals who are prepared and available to work during times of increased workload. The float pool becomes a reliable source of supplemental labor by increasing monetary rewards in turn for greater commitment and flexibility. **This option will be evaluated on an ongoing basis for its application to organizational needs. This project will be a pilot for six (6) months. Cessation of the option may result at any time with thirty (30) days advance notice to the Association and the Registered Nurses after the six (6) month pilot.**

#### Goals:

To provide staffing resources for unplanned absences, increased workloads.

To supplement core staffing levels with a planned increase in inpatient census.

To aid in reduction of agency staffing to meet core and unplanned absences.

To provide a monetary incentive to the Registered Nurses that assume increased flexibility that will ensure the staffing requirements for the hospital.

To provide for well rested, qualified Registered Nurses to volunteer for additional shifts.

#### Guidelines:

The Clinical Float Pool will be designated as a unit for FTE purposes with specific shift allocations assigned.

Clinical Float Pool FTE staff will normally be expected to work weekends and holidays with the same frequency expected of staff on other clinical units.

Clinical Float Pool FTE staff are required to attend at least 50% of department staff meetings, and are responsible for department/hospital written and distributed communication.

Application to the float pool will be required. Current float pool staff will be “grandfathered in” based on a commitment to **NEW** guidelines. The **NEW** guidelines consist of performing the minimal hospital clinical services competencies. Clinical Float Pool personnel must be competent to perform independently in the following units: Medical, Surgical, Telemetry (with monitor reading managed by the charge RN), Rehab, TCU, Short Stay, Gero-Psych, Day Surgery, and Endoscopy (recovery only), CBC (post partum only).

For FTE Clinical Float Pool Registered Nurses – a hospital skills review assessment for specialized units/services must be signed-off by manager/CNS. The hospital will provide training to ensure competencies are met. All RN's currently assigned to the float pool must have competency assessment on file, or complete competencies within the next twelve (12) months.

Staff that work in other units and make themselves available to the Clinical Float Pool above their FTE must meet competency requirements prior to float assignment. The hospital will provide orientation and training to ensure that competencies are met.

If the hospital has a need for increased staff flexibility provided by the Clinical Float Pool, it may be necessary to provide formal cross training to interested personnel who are seeking application to the Float Pool Unit. The incentive (premium) pay will not be paid while staff are orienting to a new unit, the nurse will receive their regular rate of pay during orientation.

Clinical Float Pool FTE personnel will be paid at the negotiated hourly rate plus a flat fee premium of: \$5.00/hour added to their regular rate of pay.

Staff that work in another unit and make themselves available to the Clinical Float Pool will be paid at the negotiated hourly rate plus a flat fee premium of \$5.00/hour.

The premium applies above any and all other premiums, 1½ x, and 2x rate of pay.

All RN's are eligible for additional work under this incentive plan provided they have at least one (1) year of hospital experience. Openings will be given to full and part time nurses based on a first come, first serve basis. If all holes are filled the hospital will maintain a waiting list for unexpected openings if the nurse chooses to be placed on the list.

All other contract provisions apply including low census.

The Employer will maintain a preference list for the nurses who agree to be part of the float pool. This preference list will contain the units, in order of priority that the nurse wishes to float to. There is no guarantee that the nurse will be floated to their priority unit, but if work is available on that unit they will be sent to that unit. (Example: if an ICU nurse signs up and there is a need in ICU, the nurse will be floated to ICU).

The Clinical Float Pool monetary incentive plan will be evaluated initially for three schedules. After the initial three (3) month review the Employer and Association will meet to negotiate over any changes that may be needed to the program. Criteria for continuing the program will be based on financial viability, elimination/decrease of agency use, staff availability to the program, staff satisfaction. The hospital will discuss the outcomes referenced above as well as any training needs that were identified in the initial 3-month period. This will be a pilot project for 6 months.

**The premium will be paid only when staff are assigned to the Clinical Float Pool or when other staff assigned to the designated unit make themselves available for extra shifts through the Clinical Float Pool.**

**Utilization of scheduled staff when floating from one unit to another because of low census will not be paid the incentive premium.**

The Employer and the Association will meet to determine the continuation of the program based on data and outcomes identified.

For the Employer:

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For the Association:

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Date

**WSNA-UW MEDICINE/NORTHWEST MEMORANDUM OF UNDERSTANDING**

**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 reserve 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. The Employer will provide an electronic means for nurses to sign up to volunteer for low census.

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.

For the Employer:

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For the Association:

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**WSNA-UW MEDICINE/NORTHWEST MEMORANDUM OF UNDERSTANDING**

**Seattle Sick and Safe Leave Ordinance Waiver**

The provisions of Seattle City Ordinance Number 123698, Chapter 14.16 to the Seattle Municipal Code establishing minimum standards for the provision of paid sick and safe time shall not apply to any employees covered by this collective bargaining agreement. The requirements of this Ordinance are expressly waived.

It is understood that the Association does not waive its right to assert that a waiver of any provision of the Ordinance is a permissive subject of bargaining.

For the Employer:

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For the Association:

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## **WSNA-UW MEDICINE/NORTHWEST MEMORANDUM OF UNDERSTANDING**

### **True-Up Bonus, Ratification Bonus, BSN Scholarship Program**

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON  
AND  
WASHINGTON STATE NURSES ASSOCIATION  
REGARDING CONTINUATION OF DUES DEDUCTION**

The University of Washington (“UW”) and the Washington State Nurses Association (“WSNA”) enter into this Memorandum of Understanding (“MOU”) to set forth their agreement with respect to the continuation of dues deduction from payroll of employees who are transitioning from employment at Northwest Hospital & Medical Center (“NWH”) to employment at UW.

1. Employees represented by WSNA at NWH have authorized, by signed dues deduction agreements, that NWH and other employers deduct appropriate dues from their pay and remit the deducted sums to WSNA (the “Authorizations”). Based on those Authorizations, NWH has deducted dues and provided the sums to WSNA.
2. When employees in the WSNA bargaining unit at NWH become employees of UW on January 1, 2020, they will become employees of an agency of the State of Washington, with different choices available to them regarding dues deduction and union membership.
3. In order to provide the employees with the opportunity to exercise those different choices, no later than December 1, 2019, WSNA will issue the Notice to employees attached to this MOU to all employees in the bargaining unit. Pursuant to that notice, WSNA will honor any employee’s request to opt out of dues deduction from payroll if submitted to UW and WSNA by January 31, 2020.
4. For employees who do not opt out of dues deduction as described in the Notice, the terms of the Authorizations will continue in effect. UW will honor such Authorizations.
5. Except as provided herein, all terms of the Transition Agreement and collective bargaining agreement between UW and WSNA shall remain in full force and effect.



## **SIDE LETTER A – U-PASS**

March 25, 2019

The parties agree to the following regarding U-PASS:

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

This Side Letter expires on June 30, 2021.