

# SUMMARY OF WSNA – UWMC - MONTLAKE TENTATIVE AGREEMENT

**For Ratification Vote on July 9, 2021**

Before engaging bargaining the 2021-2023 contract, WSNA surveyed the bargaining unit to determine their top priorities. Based on the survey, the most pressing issue was wages. In bargaining, your negotiating team obtained an unprecedented wage increase and fended off most employer takeaways.

This document is a **summary of the major changes** that were negotiated (the redline is 88 pages). The redline version contains every change made and will be available for you to review online prior to the vote and during voting hours.

## **HOW TO READ AND UNDERSTAND REDLINED DOCUMENTS:**

Language that will be added to your existing Agreement is underlined.

Language to be deleted from your existing Agreement is ~~struck through~~.

*Statements in italics are explanations by the WSNA labor negotiator.*

## **I. ECONOMICS**

### **Article 9 - Salaries/Pay Items**

- July 1, 2021: 6.00% increase to all steps of the current wage scale.
- July 1, 2022: 2.00% increase to all steps of the current wage scale.

### **Article 10 – Premium Pay**

- Night Shift premium will be increased from \$4.25 to \$4.50.
- Stand-by premium is currently \$4.00 for the first 49 hours. The premium will be increased to \$4.25 and the number of hours of standby in a pay period at \$4.25 will be decreased to 30. Nurses who exceed 30 hours of standby in a pay period will receive \$6.25.

### **Article 12 – Holiday and Vacation**

- Added the Juneteenth holiday to the list of eleven other paid holidays.

### **Article 27 – Insurance and Pension**

- The employer's contribution to your health insurance remains at 85%.

## **II. WORKPLACE CHANGES TO THE EXISTING CONTRACT**

*NOTE: Your negotiation team was successful in fending off several of your employer's proposals to erode your working conditions. Among them:*

- *the employer proposed to take-away your ability to maintain your current 8, 10 or 12 hour work shift;*
- *the employer proposed a different definition of seniority that would have negatively impacted your bargaining unit seniority;*
- *the employer proposed to extend the probationary period from six months to nine months which would have extended the time period new nurses are at-will employees;*
- *the employer proposed changes to the layoff language that would have negatively impacted your ability to take a position that was within .2 of your current FTE;*
- *the employer proposed mandatory floating between UW-Montlake and UW-Northwest;*
- *the employer proposed to delete the current language that protects against mid-contract bargaining over subjects that are covered by the contract (wages, hours of work and working conditions).*

### **Article 2 – Nondiscrimination**

Added immigration status and citizenship to the list of protected categories. *This means that if a nurse is being discriminated against based on immigration status or citizenship, a grievance may be filed by WSNA. This creates another remedy that does not require the nurse to incur legal expenses.*

### **Article 7 – Hours of Work and Overtime**

**7.1 Work Shifts.** *Your team fended off the employer's attempt to delete the following language in the current CBA:*

Except for circumstances allowed in 7.1.1, individual nurses regularly scheduled eight (8) hour shifts may not be scheduled for ten (10) or twelve (12) hours shifts on either a temporary or a permanent basis unless it is mutually agreeable to the individual nurse and manager involved and nurses regularly scheduled for ten (10) or twelve (12) hours shifts may not be scheduled for eight (8) hour shifts on either a temporary or permanent basis unless it is mutually agreeable to the individual nurse and manager involved.

When mutually agreeable to the supervisor and the nurse concerned the work shift may consist of shifts other than eight (8), ten (10) or twelve (12) hours.

*Changes to 7.1.1 are below.*

7.1.1 The ~~Medical Center~~Employer will endeavor to assign nurses to shifts of their desired length and will attempt to restrict changing a nurse's shift length to those times when such change is mutually agreeable or is determined to be operationally necessary by the ~~Medical Center~~Employer. If the ~~Medical Center~~Employer initiates changes in shift length that impact a substantial number of RNs, the ~~Medical Center~~Employer will provide at least sixty (60) days' notice to the Association and the affected nurses. The ~~Medical Center~~Employer will be available to meet at least thirty (30) days before the intended change to meet and confer over the effects of the change.

The ~~Employer~~Medical Center agrees to affirmatively assist any individual RN affected by a change under 7.1.1 to find a comparable position to the RN's current position (same shift and shift length) if requested.

Nurses with greater than ~~ten~~twenty (20) years seniority who are assigned to a unit which changes its length of shift by greater than two (2) hours are entitled to retain their shift length on the same unit. They may need to work at a different time of day to retain shift length. A nurse who accepts a transfer to another unit in this situation would retain full seniority.

~~Nurses with greater than twenty years seniority who are assigned to a unit which changes its length of shift by greater than two (2) hours are entitled to retain their shift, shift length and unit.~~

The provisions of 7.1.1 will not be utilized to incrementally change the number of hours in a shift beyond two (2) hours.

### 7.3.8 Compensatory Time Off.

*Previously compensatory time off could only be accrued for overtime hours worked. Added that compensatory time may also be accrued for straight time hours worked, as well.*

The Employer retains the right to grant ~~overtime~~ compensatory time in lieu of monetary payment if requested by the Employee Nurse. Compensatory time shall be accrued hour for hour for straight time and one and one-half (1 ½) hours for overtime hours worked. No more than forty (40) hours of ~~overtime~~ compensatory time may be accrued at a given time and the time off must be scheduled in accordance with Department guidelines.

### 7.9 Rest Between Shifts.

*Nurses who work 8-, 10- or 12-hour shifts will receive the premium if they do not receive 11 hours of rest between shifts.*

Nurses ~~who work twelve (12) hour shifts~~ will qualify to receive rest between shift premium if they do not receive ~~ten and one half (10 1/2)~~ eleven (11) hours rest between regularly scheduled shifts. This includes time worked from call back or standby situations. ~~Nurses who work eight (8) or ten (10) hour shifts will receive rest between shift premium if they do not receive twelve (12) hours rest between regularly scheduled shifts.~~

Nurses who are called back to work, whether or not the nurse was on standby, will qualify for rest between shift premium if the work performed from standby or call back results in the nurse not receiving eleven (11) ~~twelve (12)~~ hours unbroken rest ~~(10 1/2 hours if the nurse is a twelve (12) hour shift nurse)~~ before the start of the nurse's next regularly scheduled shift.

7.12 Flexible Staffing. (Voluntary Time Off). Nurses on regularly scheduled shifts ~~will not be mandated~~ may volunteer to use ~~leave without pay~~ unpaid time off or accrued leave-time off when the ~~medical center~~ UWMC – Montlake's staffing exceeds clinical needs. Nurses ~~may~~ use either ~~leave without pay~~ unpaid time off or accrued leave-time off under these circumstances. The unit will seek volunteers in the following order:

- Regular Nnurses on overtime
- Agency nurses and travelers
- Per diem nurses, unless the per diem nurse must work to maintain competency
- Staff nurse volunteers

When seeking volunteers for time off the following guidelines will be followed:

- a) When employeenurses are called at home prior to a shift for voluntary time off it will be made clear that staying home on time off is voluntary.
- b) EmployeeNurses placed on standby for all or part of a shift and called to work will be compensated in accordance with Article 10.3. Every effort will be made to notify the RN that there is a lack of work as early as possible prior to the start of the shift.

Nurses may use paid or unpaid leave if they depart after a shift has started for voluntary time off related to patient volumes.

## **Article 10 – Premium Pay**

10.4 Pre-scheduled Voluntary Overtime. After the initial scheduled bid is incorporated and posted, the Employer may offer pre-scheduled voluntary overtime shifts to nurses, including per diems.

The shifts shall be compensated at the rate of time and one-half (1 ½ X) the regular rate of pay plus an additional two (2) hours of extra pay for the shift. The extra pay shall be compensated at the regular rate of pay. If the shift is cancelled at least one (1) hour prior to the start of the shift, the premium will not be paid. The nurse shall receive the premium pay (time and one-half (1 ½ X) the nurse's regular rate) for a minimum work period of three (3) hours. This pay is in addition to all compensation contained in the CBA except this compensation cannot be bundled with call back.

After the initial scheduled bid is incorporated and posted, the Employer may also offer extra shifts at straight time (up to 1.0s FTE)

10.5.6 Temporary Assignment to a Higher Position. Whenever a nurse is temporarily assigned in writing by the Employer to regularly perform the principal duties of a higher-level nursing position for a period of five (5) or more scheduled working days within the nurse's standard work period as specified in Article 7, Section 2, they shall be ~~compensated~~ paid a temporary salary increase (TSI) of at least five percent (5%) over the present salary but not to exceed the maximum of the range for the higher classification at a salary which represents a two step increase beyond the nurse's current step for such period of assignment. Said increase shall be paid beginning with the first day and to include the days working such assignment. Such assignments must be by mutual agreement.

## **Article 11 – Employment Practices**

*There are many improvements to the staffing language. Employer's violations of these improved staffing requirements may be grieved.*

11.11 Staffing. The ~~Medical Center~~Employer is responsible for the development and implementation of all staffing plans for nursing in accordance with the requirements of RCW 70.41.420 et Seq. (Nurse Staffing Committee). The general staffing plan shall include the development and oversight of an annual patient care unit and shift-based nurse staffing plan. The general staffing plan is reviewed and modified as necessary, at least semi-annually in accordance with ~~the UWMC budget process~~the law.

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

- ~~UWMC~~The Employer will provide staffing levels that enable nurses to receive rest and meal breaks, as well as to take accrued leave pursuant to section 12.2 herein.

- UWMC-The Employer will not regularly assign nurses to care for more patients than anticipated by the staffing matrix and relevant safety requirements.

*Although the content of staffing plans is not subject to the grievance procedure, the above commitments are subject to the grievance procedure. Unsafe working conditions related to staffing levels are subject to the grievance procedure.*

11.12 Staffing Committee. The Nurse Staffing Committee will produce the annual nurse staffing plan. Primary responsibilities of the nurse staffing committee will include oversight of the annual patient care unit and shift-based nurse staffing plan based on the needs of the patients.

11.12.1 Each unit/clinic/work area of ~~the Medical Center~~UWMC – Montlake will seek staff nurse input into the development and modification of their staffing plans. ~~Sueh~~Staffing plans on each unit consider items including: patient acuity, patient activity (admissions, discharges and transfers), total patient days and daily census patterns unit census/volume, patient length of stay, patient transports, the use of patient restraints, level of RN training and experience, optimal number and training of support personnel and unit geography.

11.12.2 Day to day adjustments to the staffing plans are made based on the professional judgment of appropriate nursing personnel including the charge nurse and take into consideration the items listed above as they relate to current patient care needs.

11.12.3 The Medical CenterEmployer shall post, in a public area on each patient care unit, the nurse staffing

~~11.12.3 The Medical Center will make the staffing plan available on each patient care unit in the facility. The Medical Center will inform the Association through Conference Committee in the event of changes in the general staffing plan for nursing.~~

11.12.4 The Union has the right to appoint up to three (3) RN WSNA members each January to serve an annual term as a member of the UWMC Staffing Committee. These members will be added to the committee in addition to the existing members.

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

11.132 Staffing Concerns.

Nurses, individually or as a group, believing there is an immediate workload/staffing problem, should bring that problem to the attention of the supervisor or Nurse Manager as soon as the problem is identified, if possible. Nurses believing there is a continuous or potential workload/staffing problem, which may include the ability to receive rest periods and lunch breaks, should attempt to resolve the problem in discussions at the work unit level, if possible. If the situation is not remedied, nurses may file an Assignment Despite Objection (ADO) when safely able to do so. No nurse shall be retaliated against for filing an ADO. Continuous or potential workload/staffing problems discussed at the work unit level that have not been resolved may be raised through the Joint Conference Committee. The Joint Conference Committee may determine that a unit-based work team would best address the workload/staffing problem raised. If the Joint Conference Committee makes that determination, a sub-committee consisting of an appropriate number of staff nurses who are from the unit and shift(s) experiencing the workload/staffing problem (appropriate number of staff nurses to be determined by

~~the Joint Conference Committee), a WSNA representative and appropriate management staff will meet to discuss the problem raised. The sub-committee(s) shall report its results back to the Joint Conference Committee.~~

11.13.1 In addition, a nurse may report to the staffing committee any variations where the nurse personnel assignment in a patient care unit is not in accordance with the adopted staffing plan and may make a complaint to the committee based on the variations.

Shift-to-shift adjustments required by the plan may be made by appropriate hospital personnel overseeing patient care operations. Nurses objecting to a shift-to-shift adjustment may submit a complaint to the staffing committee.

The staffing committee will examine and respond to complaints submitted to the committee and determine if a specific complaint is resolved or dismissed due to unsubstantiated data.

11.14 The Employer shall provide a report on the number of staff and travelers in each unit during Conference Committee each month.

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

## **Article 13 – Family Medical Leave Act and Parental Leave**

### **Article 14 – Washington Family Medical Leave Program**

*The changes to these leave law Articles reflect the changes to the laws governing these leaves. Article 14 is most commonly referred to as the PFML or Washington Paid Family and Medical Leave. In Article 14.12 Leave Due to Family Care Emergencies, elder care emergency was added.*

### **Article 15 – Other Leaves of Absence**

*Added “Elder Care Emergency” to Section 15.12. It is now in addition to “child care emergency.”*

15.12 Leave Due to ~~Child~~Family Care Emergencies.

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

- a. Child care emergency is defined as a situation causing an ~~employee~~nurse’s inability to report for or continue scheduled work because of emergency child care requirements (“child” as identified in section 154.2, below), such as unexpected absence of regular care provider, unexpected closure of child’s school, or unexpected need to pick up child at school earlier than normal.
- b. An elder care emergency occurs when you are unable to report for or continue scheduled work because of emergency elder care requirements such as the unexpected absence of a regular care provider or unexpected closure of an assisted living facility.

## **Article 22 - Posting, Transfer, Promotions, Reallocation**

*To make sure there would be no ambiguity, we successfully added a clarifying definition of Bargaining Unit Seniority and Unit Seniority.*

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

Unit Seniority - Unit seniority is defined as continuous length of service in calendar days within the employeenurse's unit and will be used for internal unit processes, such as schedule bids. Unit seniority for inter-unit transfers will be calculated in accordance with the following:

- Unit seniority will be computed and exercised consistently within the RN2 and RN3 job classifications. Nurses who transfer to another unit will be granted fifty percent (50%) of their bargaining unit seniority not to exceed the median number of years of employment on the unit.
- Nurses who transfer units recoup one hundred percent (100%) of their pre-transfer bargaining unit seniority after eighteen (18) months on the new unit.
- Bargaining unit nurses who accept management roles and then return to their former bargaining unit position recoup one hundred percent (100%) of their pre-management bargaining unit seniority. Nurse Managers moving to bargaining unit positions for the first time have no accumulated seniority.
- Ties in unit seniority will be determined by lot.

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

### **Article 30 Represented Per Diem Nurses**

*Incorporated daily overtime for per diem nurses into the contract.*

30.4 Hours of Work and Overtime. Overtime: Represented per diem nurses shall be paid daily overtime for work in excess of the scheduled shift including work in advance of a scheduled shift per existing practice. Hours of work for employeenurses shall be established by the employing official. Overtime hours will be compensated at a rate of one-and-one-half (1- 1/2) times the employeenurse's regular rate of pay.

### **Article 32 Duration of Agreement**

Effective July 1, 2021, through June 30, 2023.

### **Appendix I – Class Specifications RN II and III.**

*Deleted as the Class specifications are online (there is a link to them in Section 6.1) and cannot be changed without bargaining.*

### **MOU – Emergency Department Mandator Standby (The entire MOU)**

Standby will be administered in the following way:

All classified nurses shall self-schedule for one shift of standby per schedule. Any gaps in the schedule will be filled in the following order:

1. Volunteers (classified and per diem nurses).
2. Travelers.

Standby shifts shall not exceed twelve (12)-hours in length and shall not exceed one (1) shift per schedule period per classified nurse unless the nurse agrees to voluntarily sign up for additional standby shifts.

The standby schedule will be posted with the final work schedule pursuant to section 7.4 of the CBA.

After the schedule is posted, standby shifts may be given away or traded between nurses.

## **MOU – Multi-Campus Floating Discussions** *(The entire MOU)*

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

If SEIU 1199, representing RNs at Harborview Medical Center and WSNA who also represents the nurses at UWMC Northwest agree to participate, the parties to this LOU agree to meet and discuss floating among the three hospitals. Such discussions will be limited to monthly meetings over the next six months unless all parties agree to extend the time frame.

Up to four (4) nurses at UWMC – Montlake would be provided paid time to attend each discussion session per Article XX31-Release Time.

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

Goals of the discussions:

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

## **MOU – Voluntary Float Between Montlake and Northwest Campuses** *(The entire MOU)*

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

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

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

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

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

Nurses will not float more than once per shift.

If a nurse agrees to float to an entity other than the nurse's home entity, the nurse will receive a four dollar (\$4.00) per hour premium for all hours worked outside the nurse's home entity This premium will apply to



nurses already receiving a premium for being in the float team-and cannot be stacked with any other float premiums.

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

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

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

**MOU – Voluntary Standby in the Perinatal Daily and Neonatal ICU Unit** *(The entire MOU)*

The parties to this MOU agree that UWMC – Montlake may institute a voluntary standby program in the Perinatal Daily and Neonatal ICU starting in August 2021.

Standby shifts shall not exceed twelve (12)-hours in length and shall not exceed two (2) per schedule period per nurse.

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