

Memorandum of Understanding (MOU)

Between

SEIU Healthcare 1199 NW and the

Department of Social and Health Services (DSHS) and

The Office of Financial Management (OFM)

Assignment Pay and Recruitment Incentives

Recent surveys at Western State Hospital (WSH) led by the Center for Medicaid and Medicare Services (CMS) have resulted in the issuance of “Immediate Jeopardy” citations that indicated WSH patients are in imminent danger of immediate harm. In response, WSH developed abatement plans to address these survey findings. While WSH was able to put strategies in place to successfully abate the Immediate Jeopardies, much critical work continues. Vigorous and sustainable actions must continue at the hospital to resolve the underlying deficiencies in Conditions of Participation and address survey findings. Thankfully, CMS has continued to extend the time period for its review and WSH has now entered into a Systems Improvement Agreement (SIA) with the regulatory agency in a final effort to preserve its accreditation and avoid impacts to federal funding. As a result, DSHS has a narrow window in which to address the ongoing crisis at its mental health facilities by implementing sustainable system improvements in tandem with ongoing efforts to enhance safe conditions and quality patient care.

DSHS has engaged in unprecedented efforts to recruit and retain staff in key direct care positions that would enable the agency to expeditiously address its critical needs. Despite these previous efforts more needs to be done. A serious shortage of registered nurses continues to exist at both WSH and Eastern State Hospital (ESH). Indeed, given the similar shortages of staff at ESH, that hospital is also at risk due to the negative consequences of continued staffing emergencies. In addition, looking at the possible unintended consequences of further recruitment and retention efforts, DSHS has also had to take into consideration the impacts of enhancements for WSH which, by the sheer size of its need, may either exacerbate or create similar staffing shortages in other institutions such as the Special Commitment Center (SCC), the Child Study and Treatment Center (CSTC), Lakeland Village (LV) and/or Rainier School (RS). Because of this, immediate measures need to be taken in order to recruit and retain valued nurses. To that end, the parties agree to the following:

1. Assignment Pay for Registered Nurses (RNs)-RN2s and RN3s

- a. Effective September 1, 2016, Group C Assignment Pay consisting of additional ranges nearest to twelve and one-half percent (12.5%) will be paid to currently employed RN2s

and RN3s at WSH, ESH, SCC, CSTC, LV and RS. This Group C Assignment Pay will be in addition to the 2 ranges of Group C Assignment Pay currently provided for in Appendix D of the 2015-2017 Collective Bargaining Agreement.

- b. Effective February 1, 2017, Group C Assignment Pay consisting of additional ranges nearest to ten percent (10%) will be paid to currently employed RN2s and RN3s at WSH, ESH, SCC, CSTC, LV and RS. This Group C Assignment Pay will be in addition to the 2 ranges of Group C Assignment Pay currently provided for in Appendix D of the 2015-2017 Collective Bargaining Agreement and the Group C Assignment Pay reflected in item 1(a) above.
- c. These Assignment Pay provisions will expire June 30, 2017.

2. Recruitment Incentive for New Registered Nurses (RNs)-RN2s and RN3s

- a. Effective July 1, 2016, DSHS will implement a Recruitment Incentive of up to \$10,000 for new RN2s and RN3s at WSH, ESH, SCC, CSTC, LV and RS.
 - i. This recruitment incentive for newly hired RN2s and RN3s will be payable as follows:
 - 1. Five-thousand dollars (\$5000.00) upon completion of probationary period;
 - 2. Two-thousand dollars (\$2000.00) after completion of one year of employment beyond probation, and;
 - 3. Three-thousand dollars (\$3000.00) after completion of an additional year of employment
 - b. This recruitment incentive is intended for new hires only. Current and previous employees must have at least an 18 month break in service to qualify for the incentive. The chief executive officer at each facility will have sole discretion to waive this requirement.
 - c. This Recruitment Incentive will expire on June 30, 2017.

3. Lateral Transfer/Bid Freeze at WSH and ESH

- a. Effective June 21, 2016, WSH and ESH will pause all lateral transfers/bids in order to identify Registered Nurse vacancies.

- b. Starting June 24, 2016 through close of business on June 30, 2016, all RN2 and RN3 vacancies will be posted and employees will be able to bid on these vacancies. These bids will be awarded on July 1, 2016.
- c. Effective July 2, 2016 through September 30, 2016, all lateral transfers/bids and non-administrative transfers will be frozen in order to better identify vacancies and recruit to fill positions.

4. Additional Provisions

- a. The parties recognize there is a need for better defined timelines and lateral transfer/bid process for RNs at WSH and ESH to expedite granting of bids and filling of positions. Therefore, a Union Management Communication Committee meeting will be convened on June 22, 2016 to determine acceptable timelines and a better defined process.
- b. The parties will meet within seven (7) calendar days of notice relating to a change that is a mandatory subject of bargaining related to emergency safety/health issues at WSH and ESH in order to expedite discussion.

The terms of this Memorandum of Understanding will expire on June 30, 2017 unless incorporated into the 2017-2019 Collective Bargaining Agreement or extended through a subsequent Memorandum of Understanding.

For SEIU 1199NW:

For the Employer:

JANE HOPKINS

DATE

SUSANNA FENNER

DATE